

Dispute Resolution Conclusion Report

Regarding a Complaint Received in Relation to IFC's Investments in Al Subh Solar Power S.A.E. (#39729), Sunrise Energy S.A.E. (#39995), and Rising Sun Energy S.A.E. (#39997), and to MIGA Guarantees in relation to Rising Sun Energy S.A.E. (#14080), Sunrise Energy S.A.E. (#14059), and Al Subh Solar Power S.A.E. (#14043)

October 2025

OVERVIEW

In March 2024, CAO received a complaint from three individuals from Benban village ("the Complainants") regarding their employment with Securitas Egypt¹, a security subcontractor to the Al Subh Solar Power S.A.E, Sunrise Energy S.A.E, and Rising Sun Energy S.A.E which are Special Purpose Vehicles (together "the Projects," "the SPVs," or "the Client") in the Benban Solar Park in Aswan, Egypt. The complaint raised concerns about the non-renewal of contracts after their expiry, unfavorable working conditions, perceived threats and reprisals, and the employer's failure to return employment documents or pay outstanding allowances. In May 2024, CAO determined that the complaint met its three eligibility criteria and began an assessment of the complaint.

During the assessment phase, one of the complainants informed CAO that he wanted to withdraw from the complaint, thereby leaving two individuals as the Complainants in the CAO process. During CAO's assessment, the parties expressed an interest in engaging in a CAO dispute resolution process. In accordance with the CAO policy, the complaint was transferred to CAO's Dispute Resolution function. The assessment report was published in November 2024.

In the initial stages of the dispute resolution process, one of the remaining Complainants informed CAO that he also wished to withdraw from the process. Therefore, only one individual ("the Complainant") remained and continued in the dispute resolution process.

The CAO-facilitated mediation process began in February 2025 between the SPVs ("the Client") and the Complainant with several bilateral meetings and two joint meetings. Despite the Parties' engagement in the mediation, the process concluded without a final agreement on the issues raised in the complaint. In June 2025, the Complainant informed CAO that he would like the case to be transferred to CAO's Compliance function. Therefore, in accordance with the CAO policy, the case will now be transferred to CAO's Compliance function².

This conclusion report documents key outcomes from the process, including challenges, insights, and lessons learned.

¹ Securitas Egypt is contracted by the SPVs for the security services of three power plants within the Benban Solar Park. Their activities start at the plants' entry gate of the plots of the Projects and cover all areas within the fences.

² CAO Policy: <https://www.cao-ombudsman.org/policies-guidelines>

BACKGROUND

The Projects

Al Subh Solar Power S.A.E, Sunrise Energy S.A.E, and Rising Sun Energy S.A.E are Special Purpose Vehicles (together “the Projects,” “the SPVs,” or “the Client”) for the development, construction, operation, and maintenance of solar photovoltaic (PV) power plants, with a capacity of 50MW each and located within the Benban Solar Park. The Solar Park³ is a 36 sq km² plot composed of 32 operational power plants that are operated by different companies, near the village of Benban in Egypt. All project developers have formed the Benban Solar Developers Association (BSDA) to manage the entirety of the Solar Park.

International Finance Corporation (IFC) Projects

According to IFC disclosures, the Projects⁴⁵⁶ are Category B Solar Renewable Energy Generation that were approved by the Board in July 2017. Each project is a greenfield 50 MW solar PV plant, part of Round 2 of the Egyptian government’s feed-in-tariff (FiT) scheme for domestic solar PV and wind energy projects. Each project was developed by a Special Purpose Vehicle (SPV)⁷ owned by a Joint Venture (JV) consortium led by Acciona Energía Global (Acciona) and ENARA Bahrain SPV WLL (consisting of Investment Fund for Developing Countries, Nayyar International Renewable Energy, Swicorp, KCC Corporation, and the Shoaibi Holdings). Currently, each project is owned 50% by Acciona and 50% by ENARA Bahrain. The SPVs are responsible for quality and environment, social, health, and safety management (ESHS) of the Projects, monitored by their shareholders (i.e., Acciona and Enara Bahrain). The total cost was about US\$64 million per project, with an IFC A-loan and IFC C-Loan of US\$15.3 million and syndications of US\$37.5 million per project at the time of commitment. The balance is covered by equity.⁸ All projects achieved a Commercial Operation Date (COD) in March 2019.

Multilateral Investment Guarantee Agency (MIGA) Projects

MIGA issued guarantees to Acciona Energía Global SLU from Spain and Enara Bahrain SPV WLL from Bahrain for their equity investments in Rising Sun Energy S.A.E. and Sunrise Energy S.A.E.,⁹ as well as their equity and quasi-equity investments in Al Subh Solar Power S.A.E.¹⁰ The guarantees, currently amounting to ca. \$10.2 million per project, were issued in 2018 for a duration of 15 years against the risks of Transfer Restriction and Inconvertibility, Expropriation, War and Civil Disturbance, and Breach of Contract. These projects are part of Round 2 of Egypt’s feed-in-tariff program.¹¹

³ Benban Solar Park is subdivided into 41 separate plots (projects) assigned to different developers for the development of solar power plants, 32 of which are now operational and generating and transmitting electricity to the national grid.

⁴ Al Subh Solar Power: <https://disclosures.ifc.org/project-detail/SII/39729/al-subh-solar-power>

⁵ Sunrise Energy: <https://disclosures.ifc.org/project-detail/SII/39995/acciona-benban-2>

⁶ Rising Sun Energy: <https://disclosures.ifc.org/project-detail/ESRS/39997/acciona-benban-3>

⁷ SPVs: An ACCIONA/SWICORP partnership representing the owner of three PV plots called Rising Sun, Sunrise, and Al Subh, all located in Benban Solar Park.

⁸ IFC has been leading a consortium of nine international banks that are providing \$653 million (\$225 million from IFC) for the construction of 13 of the 41 solar power plants that constitute the Benban Solar Park. To date, IFC has invested in 14 active projects in the Benban Solar Park.

⁹ MIGA project information: <https://www.miga.org/project/rising-sun-energy-sae-0> , <https://www.miga.org/project/sunrise-energy-sae-0>

¹⁰ MIGA project information: <https://www.miga.org/project/al-subh-solar-power-sae>

¹¹ MIGA is covering 12 solar power projects in Benban Solar Park, of which 3 are joint projects with IFC. These three projects are the subject of this complaint.

The Complaint

A complaint was submitted to CAO in March 2024 by three individuals from Benban village regarding their employment with Securitas Egypt, a security subcontractor to the SPVs (Special Purpose Vehicles) in the Benban Solar Park in Aswan, Egypt.

The complaint raised concerns relating to non-renewal of their contracts after they expired, unfavorable working conditions, and perceptions of threats and reprisals. In May 2024, CAO determined that the complaint met its three eligibility criteria and began an assessment of the complaint.

CAO ASSESSMENT

CAO conducted an assessment of the complaint between May and November 2024. The assessment involved a review of project documents and online meetings with relevant stakeholders, including the Complainants, the Client's management and operational team, and the IFC and MIGA teams.

As the assessment was ongoing, one of the Complainants informed CAO that he did not wish to continue as part of the case. In accordance with CAO's Approach to Threats and Reprisals,¹² CAO took measures to determine that the Complainant was not under any threat to withdraw from the case. Two Complainants remained and continued in the assessment process.

During the assessment, the parties expressed an interest in engaging in a voluntary CAO-facilitated dispute resolution process to address the issues raised in the complaint. In November 2024, the CAO assessment report was published, and the complaint was transferred to CAO's Dispute Resolution function.

DISPUTE RESOLUTION PROCESS

Capacity building and preparation for dialogue

As per CAO practice, CAO commenced the process by providing separate capacity building to the parties, to ensure they would be equipped with the skills and information needed to navigate the mediation process and engage in the mediation. The capacity building included information on the mediation process, key principles of mediation, the role of CAO, and communication and negotiation tools to effectively engage in the mediation. This capacity building was also provided to the parties throughout the mediation process on an ad hoc basis as needed.

Withdrawal of Complainant

In January 2025, one of the two remaining Complainants informed CAO that he was no longer willing to continue the mediation process due to family reasons. In accordance with CAO's Approach to Threats and Reprisals, CAO took measures to determine that the complainant was not under any threat to withdraw from the case.

Dialogue process

The dispute resolution process continued between the Client and the one remaining Complainant. CAO had bilateral meetings with both Parties before convening the joint meetings. In the first joint meeting, held in February 2025 in Aswan, the parties came to an

¹² [CAO's Approach to Threats and Reprisals](#)

agreement on the ground rules that would guide their engagement through the mediation process.

The parties discussed the issues that they wished to address during the mediation. From the list of issues initially filed, the parties decided to focus on the following issues:

1. Issues related to non-renewal of the employment contract;
2. Dues and compensation; and
3. Compensation for the loss of employment documents due to an accidental fire.

The parties shared their perspectives, exchanged information, and discussed the issues. The Client put forward some proposals for the Complainant's consideration. The Complainant did not find this proposal satisfactory. The Complainant and the Client had divergent views about the reasons for the non-renewal of the employment contract. These divergent narratives made it difficult to reach common ground and find a resolution.

The dispute resolution process continued through online bilateral engagement with the parties, and an online joint meeting was convened in March 2025 and facilitated by CAO. The joint session allowed the parties to explore the issues in depth and better understand each other's interests and perspectives. The Client put forward another proposal for the Complainant to consider. The Complainant rejected the proposal, as he deemed it inadequate to satisfy and respond to both his material and financial losses due to unemployment and loss of documents. This resulted in a stalemate, as financial expectations of the Complainant were not aligned with the Client's position, which was informed by labor law and corporate policies. The Client had a ceiling on what they could offer based on their policies and procedures.

After several follow-up attempts with the Client and the Complainant to explore creative solutions and possible scenarios to resolve the issues, the case concluded without an agreement and with a request from the Complainant in June 2025 to terminate the dispute resolution process and transfer the case to CAO's Compliance function.

REFLECTIONS AND LESSONS LEARNED

Impact of party withdrawal on mediation dynamics

When the case first came to CAO, it involved three Complainants. By the time the dispute resolution process started, only one remained. This shift changed the dynamic of the process. A complaint that began as a shared concern became, in practice, the burden of a single person. This highlighted the need to prepare for the impact of party withdrawals on both the balance of power and potential outcomes for future complaints that involve more than one individual. It required clearer strategies to ensure fair representation, uphold the individual's continued participation despite the power imbalance created by the withdrawal of other Complainants and maintain the integrity of the mediation process despite the loss of group cohesion.

Issue of precedent setting

Given the nature of the solar park management structure and the proximity of the park contractors and operators to each other, a client may be consistently concerned about setting a precedent in any formal agreement between them and the Complainant. In this particular case, although they were willing to consider the Complainants' issues, they were not willing to set a precedent that would exceed national regulations and that could adversely affect the operational procedures and rules that govern their operations at the solar park.¹³

¹³ There were concerns about monetary compensation outside the employee's contractual agreement and what is considered within the parameters of Egyptian labor law.

Effective stakeholder representation

The involvement of the Client's senior management in the dispute resolution process enabled the mediation team to proceed with confidence that individuals with the authority to make decisions were at the table. The remaining Complainant also engaged fully in the process. The consistent participation of each of the parties at every bilateral and joint meeting ensured that there was knowledge of progress made and demonstrated the commitment and good faith of the Parties.

Ongoing capacity building

Capacity building is relevant at every stage of the dispute resolution process. While it is an important part of the early phase of the mediation process to prepare the Parties for dialogue, it should be an ongoing effort throughout the process, to ensure effective engagement between the Parties and their ownership of the outcomes. To this end, the mediator played an important role in identifying capacity gaps emerging during the process and offering training and support to each party in bilateral sessions.

Conducting mediations in collective cultures

Working in collective cultures requires sensitivity to existing relationships in the community. Having conversations in communities that enjoy social cohesion based on communal identity has its advantages and disadvantages. There are general norms that are employed by the community members that were easily identified by the mediation team, such as the way they demonstrated respect to each other through communication protocols based on kinship and group membership. Additionally, the relational aspects based on inter-familial relationships and communal experiences may have influenced their perspective on the problems that they collectively and individually faced. The disadvantage is that confidentiality may be difficult to maintain in cultures where close family ties and relationships govern.

CONCLUSION AND NEXT STEPS

Despite the Client's and Complainant's good faith efforts in seeking to resolve all the issues raised in the complaint, a final agreement was not reached. CAO's Dispute Resolution function has concluded its involvement in this case, and the case will be transferred to CAO Compliance in accordance with CAO Policy.

All relevant documentation is available on CAO's website at www.cao-ombudsman.org

See Annex A for more information on CAO's complaint-handling process.

APPENDIX A. CAO COMPLAINT-HANDLING PROCESS

Once CAO declares a complaint eligible, an initial assessment is carried out by CAO's Dispute Resolution function. The purpose of CAO's assessment is to: (1) clarify the issues and concerns raised by the Complainant(s); (2) gather information on how other stakeholders see the situation; and (3) help stakeholders understand the recourse options available to them and

determine whether they would like to pursue a collaborative solution through CAO's Dispute Resolution function or whether the case should be reviewed by CAO's Compliance function.

As per the IFC/MIGA Independent Accountability Mechanism (CAO) Policy,¹⁴ the following steps are typically followed in response to a complaint that is received:

Step 1: **Acknowledgment** of receipt of the complaint.

Step 2: **Eligibility:** Determination of the complaint's eligibility for assessment under the mandate of CAO (no more than 15 business days).

Step 3: **Assessment:** Assessing the issues and providing support to stakeholders in understanding and determining whether they would like to pursue a consensual solution through a collaborative process convened by CAO's Dispute Resolution function or whether the case should be handled by CAO's Compliance function to review IFC's/MIGA's environmental and social due diligence. The assessment time can take up to a maximum of 90 business days, with the possibility of extension for a maximum of 30 additional business days if after the 90-business day period (1) the parties confirm that resolution of the complaint is likely or (2) either party expresses interest in dispute resolution, and there is potential that the other party will agree.

Step 4: **Facilitating settlement:** If the parties choose to pursue a collaborative process, CAO's Dispute Resolution function is initiated. The dispute resolution process is typically based on or initiated by a Memorandum of Understanding and/or mutually agreed-upon ground rules between the parties. It may involve facilitation/mediation, joint fact finding, or other agreed resolution approaches leading to a settlement agreement or other mutually agreed and appropriate goals. The major objective of these types of problem-solving approaches will be to address the issues raised in the complaint, and any other significant issues relevant to the complaint that were identified during the assessment or the dispute resolution process, in a way that is acceptable to the parties affected.¹⁵

OR

Compliance Appraisal/Investigation: If the parties opt for an investigative process, the complaint is transferred to CAO's Compliance function. The complaint is also transferred to the Compliance function when a dispute resolution process results in partial or no agreement. At least one must provide explicit consent for the transfer unless CAO is aware of concerns about threats and reprisals. CAO's Compliance function reviews IFC/MIGA's compliance with environmental and social policies, assesses related harm, and recommends remedial actions where appropriate, following a three-step process. First, a compliance appraisal determines whether further investigation is warranted. The appraisal can take up to 45 business days, with the possibility of extending by 20 business days in exceptional circumstances. Second, if an investigation is warranted, the appraisal is followed by an in-depth compliance investigation of IFC/MIGA's performance. An investigation report will be made public, along with IFC/MIGA's response and an action plan to remediate findings of noncompliance and related harm. Third, in cases where noncompliance

¹⁴ For more details on the role and work of CAO, please refer to the IFC/MIGA Independent Accountability Mechanism (CAO) Policy: <https://documents.worldbank.org/en/publication/documents-reports/documentdetail/889191625065397617/ifc-miga-independent-accountability-mechanism-cao-policy>

¹⁵ Where stakeholders are unable to resolve the issues through a collaborative process within an agreed time frame, CAO Dispute Resolution will first seek to assist the stakeholders in breaking through impasse(s). If this is not possible, the Dispute Resolution team will inform the stakeholders, including IFC/MIGA staff, the President and Board of the World Bank Group, and the public, that CAO Dispute Resolution has concluded the dispute resolution process and transferred it to CAO Compliance for appraisal.

and related harm are found, CAO will monitor the effective implementation of the action plan.

Step 5: **Monitoring and Follow-up**

Step 6: **Conclusion/Case Closure**

