

Public Procedure

# ABN AMRO's Human Rights Remedy Mechanism

This public procedure document defines how ABN AMRO will operate the Human Rights Remedy Mechanism (HRRM) during the two-year pilot phase, to be extended to a maximum of 2 years.



ABN AMRO's purpose is Banking for better, for generations to come. We work together with our clients to tackle the challenges of our times. As a business built around connections with people, we aim to do business with respect for human rights in our own operations and through our business relationships in line with international standards: the [UN Guiding Principles on Business and Human Rights](#)<sup>1</sup> (UNGPs) and the [OECD Guidelines for Multinational Enterprises on Responsible Business Conduct](#). As we support the shift to a more sustainable environmental and economic model, respecting human rights is key to achieving our purpose.

ABN AMRO is committed to meeting the expectations set by these standards and expects the same from its clients, suppliers and other business relationships. Part of meeting this commitment means that we and businesses with which we have a relationship need to provide for, or cooperate in, the remediation of [adverse human rights impacts](#). The way in which we and our business relationships enable access to [remedy](#) depends on the nature of our or their connection to the adverse impacts. Enabling access to remedy includes having and, where necessary, participating in effective [grievance mechanisms](#) for individuals (including workers) and communities who may be or have been adversely impacted.

ABN AMRO expects its corporate clients to meet their human rights responsibilities under the UNGPs, including the provisions on effective operational-level grievance mechanisms and remedy, in line with ABN AMRO's Sustainability Risk Management Framework.

The ABN AMRO Human Rights Remedy Mechanism (HRRM) provides potentially [affected people](#) with a channel to engage ABN AMRO and its [corporate clients](#) in order to seek remedy. The mechanism is designed to increase the likelihood of advancing remedy when ABN AMRO is, or might be, involved with adverse human rights impacts through its corporate clients.<sup>2</sup>

If you have any questions about this document, please contact [human.rights.mechanism@nl.abnamro.com](mailto:human.rights.mechanism@nl.abnamro.com).

<sup>1</sup> Highlighted terms are in-document references and have the definition ascribed to them in Annex A.

<sup>2</sup> The scope of this mechanism concerns adverse human rights impacts in relation to our corporate clients. For grievance mechanisms that address adverse human rights impacts related to our own operations and other business relationships, see our [Complaints Service](#).

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## 1. Purpose of the mechanism

1.1 The UNGPs set expectations for businesses in relation to their human rights responsibilities, including access to effective remedy processes<sup>3</sup> for people who have experienced adverse human rights impacts. ABN AMRO is committed to implementing the UNGPs. Our Human Rights Statement<sup>4</sup> sets out what we expect from ourselves and from our business relationships<sup>5</sup> when it comes to respecting human rights, including offering grievance and remedy processes for adverse human rights impacts. According to the UNGPs, remediation and remedy refer to both the processes of providing remedy for an adverse human rights impact and the substantive outcomes that can counteract, or make good, the adverse impact. Potential forms of remedy, as guided by the UNGPs, may include apologies, restitution, rehabilitation and financial or non-financial compensation, as well as the prevention of additional or further harm through, for example, guarantees of non-repetition. The ABN AMRO HRRM is a channel for potentially affected people to enter into dialogue with ABN AMRO and its corporate clients on grievance and remedy processes when ABN AMRO is, or might be, directly linked to adverse human rights impacts through its corporate clients. The ABN AMRO HRRM has been developed to meet the effectiveness criteria of the UNGPs<sup>6</sup>. ABN AMRO will work to continuously improve the HRRM based on learnings from cases, relevant external developments, feedback from participants and external stakeholders.

1.2 The HRRM may help deliver the following outcomes:

- For potentially affected people: promote dialogue, provision of an avenue to access effective remedy processes and/or outcomes. Remediation and remedy refer to both the processes of providing remedy for an adverse human rights impact and the substantive outcomes that can counteract, or make good, the adverse impact.
- For ABN AMRO and its corporate clients: improved ability to effectively address social conflict and demonstrate respect for human rights through dialogue, fact-finding, referral to mediation or any other resolution process
- For ABN AMRO and its corporate clients, improvements in ABN AMRO's policies and processes, and corporate clients' understanding and ability to meet these requirements.
- For ABN AMRO: increased awareness within the bank regarding adverse human rights impacts and the potential involvement of ABN AMRO and its corporate clients in them.

1.3 The HRRM process will be conducted under the supervision of an expert in the field of human rights appointed by ABN AMRO (the facilitator – see [section 4. Governance](#)). Participation in the HRRM process is voluntary for all parties involved. A party may withdraw from the HRRM process at any time and for any reason whatsoever. In that case, the withdrawing party must send a written notice (this may be email) to the facilitator and ABN AMRO stating its decision to withdraw from the HRRM process and, where possible, the reason(s) why it is withdrawing from the HRRM process.

<sup>3</sup> UN Guiding Principles on Business and Human Rights – Implementing the United Nations “Protect, Respect and Remedy” Framework, page 24 onwards

<sup>4</sup> [ABN AMRO's Human Rights Statement](#)

<sup>5</sup> The scope of this mechanism concerns adverse human rights impacts in relation to our corporate clients. For grievance mechanisms that address adverse human rights impacts related to our own operations and other business relationships, see our [Complaints Service](#).

<sup>6</sup> These criteria provide a benchmark for designing, revising or assessing a non-judicial grievance mechanism to help ensure that it is effective in practice. See [UNGP 31](#), page 33.

## 2. Submission criteria and reporting

2.1 Cases may be submitted by the affected person(s) or their [nominated or legitimate representative](#).

Cases may be submitted in the language of the submitter's choice by using the online form on ABN AMRO's website. All subsequent communication will be in English. If desired, a translation into the preferred language can be requested. Processing of cases not submitted in English may require additional time given the need for translation. If there is no need for translation, the submitter will receive receipt of the submission within 10 working days.

2.2 Information to be included in the submission:

- a. The name(s), country of residence, mail address and other relevant contact information of the submitter.
- b. In what language the information is being submitted.
- c. Whether the submitter wishes certain information to be kept confidential. Confidentiality may not hinder the ability to undertake the eligibility review. Should the submitter wish certain information to be kept confidential, they should provide the reasons for this.
- d. If the party lodging the case is doing so on behalf of someone else, it must identify on whose behalf the case is being made (whereby the same confidentiality provisions will be applied). It must also present evidence (e.g., a copy of the original and signed letter) that the nominated representative has been formally requested to submit the case on behalf of the submitter when asked by ABN AMRO in the email notifying receipt of the submission.
- e. Details of the alleged adverse human rights impact, including (i) a factual description of the events causing the alleged impact, (ii) if applicable: which client of ABN AMRO is involved, and (iii) when the alleged impact occurred, and, to the extent possible, underlying documentation.

- f. To the extent possible: Reasons why the submitter believes there is a link between the alleged impact and ABN AMRO (if applicable) and how the business relationship between ABN AMRO and the client gives rise to responsibility on the part of ABN AMRO.
- g. If available: Description of prior communications between involved parties, actions taken to date by the submitter, and efforts that have been made to resolve the issue through other means (e.g. through an operational-level grievance mechanism or other judicial or non-judicial grievance mechanisms).

2.3 ABN AMRO will maintain a registry of cases on its website. The registry will contain the information described below, and will be updated every quarter or sooner, when relevant:

- Number of cases submitted per year.
- Status of cases, including a general description of the subject (human right[s] impacted), as well as the sector and country of operation of the parties involved, unless this information might identify the involved parties.
- Description of closed cases where this is agreed among all parties. It will be noted which cases were closed to the satisfaction of all parties, and which were not.

In all instances, descriptions may only be published if the parties involved agree to this by written consent to the facilitator.

Any form of public disclosure should not pose risks to affected people, their nominated representatives, ABN AMRO and its corporate clients, or breach any confidentiality or data privacy obligation of these parties.

### 3. Criteria for eligibility and participation under the HRRM

3.1 A case may be considered under the HRRM if it meets the following eligibility criteria:

- It is submitted by the person(s) whose human rights have allegedly been adversely impacted or will be adversely impacted ('[potentially] affected people') or their nominated representative (e.g. a civil society organisation, legal representative or trade union duly authorised to act on behalf of the affected person[s]).
- It concerns an alleged adverse human rights impact which occurred during the time when ABN AMRO was lending to the corporate client.
- ABN AMRO is connected to this impact through a business relationship with a corporate client.
- The case is not [vexatious](#) and does not interfere with pending or threatened complaint, legal or arbitration proceedings.
- Complaints about adverse impacts that are collective, diffuse and transboundary in nature such as climate change are currently broader than the scope of the HRRM and will not be eligible.

Potentially affected people can submit anonymous complaints, however that may impact the ability of ABN AMRO to engage in dialogue and leverage with the relevant corporate client.

3.2 A case will only be considered under the HRRM if the relevant corporate client has consented to disclose the existence of a business relationship with ABN AMRO. This is due to ABN AMRO's confidentiality obligations. ABN AMRO commits to constructively discuss with corporate clients potential cases under the HRRM in order to obtain their consent to disclose the relationship. However, a client may decide whether ABN AMRO may disclose the existence of a business relationship with ABN AMRO. ABN AMRO will not

share information about its client gained through confidential discussions with the facilitator or other parties involved in the case.

3.3 When a client declines to participate in or withdraws from the HRRM process, ABN AMRO can decide to either proceed with the case without the involvement of the client, or to terminate the HRRM process.<sup>7</sup> In that situation, ABN AMRO will consider its involvement, if any, in relation to the adverse human rights impact. The involvement framework of the UNGPs will guide ABN AMRO in assessing the bank's connection and determines to what degree involvement in remediation is appropriate. If not, the case may be addressed in ABN AMRO's regular sustainability due diligence processes.

3.4 The cases submitted to the HRRM are subject to confidentiality. The applicable confidentiality arrangements will be set out as part of the participation agreement. This agreement must be signed by or on behalf of ABN AMRO, the client(s) and the affected people or their nominated representative after completion of the eligibility assessment and alignment with the client. Confidentiality provisions for the facilitator will be set out in their Terms of Reference (see 4.2).

3.5 ABN AMRO reserves the right not to process submissions under the HRRM if doing so would jeopardize the proper handling of complaints already in progress.

## 4. Governance

See [Annex B](#) for an overview of governance of the mechanism.

4.1 ABN AMRO's Sustainability Centre of Excellence (SCE) is responsible for the HRRM's operation, including receipt of the cases. The SCE will act as the secretariat. It is also the direct contact for the potentially affected people or their nominated

<sup>7</sup> In such cases, the client will still need to provide consent to disclose the business relationship although it will not participate.

representatives should they wish to raise concerns or complaints about the HRRM process, including its facilitator. The SCE is also the primary point of contact for the facilitator. ABN AMRO's Corporate Banking client unit is the direct contact for corporate clients should they wish to raise concerns or complaints about the HRRM process, including its facilitator.

- 4.2 The HRRM process is enabled by the facilitator, who is appointed by ABN AMRO. The facilitator's main role is to administer the procedure and to use their expertise and the resources made available by ABN AMRO to enable the provision of remedy in cases that are eligible for consideration under the HRRM. The facilitator facilitates dialogue between potentially affected people and/or their nominated representatives, ABN AMRO and corporate clients. The facilitator must remain impartial throughout the HRRM process. The facilitator will refrain from promoting or advancing the interests of one party over the interests of any other party involved in the HRRM process.

**Limitations:** The facilitator will not adjudicate, arbitrate or issue a binding advice on a case, and will refrain from providing a formal opinion about the grievance at hand, or conduct a formal mediation. The HRRM does not constitute an arbitration agreement or a binding advice.

**Terms of reference:** The appointment of the facilitator is set out in the terms of reference between the facilitator and ABN AMRO. This includes terms and conditions, which, among other things, safeguard confidentiality, data privacy and compliance with legal and other contractual obligations.

- 4.3 The facilitator is contracted by ABN AMRO and receives adequate support from ABN AMRO to fulfil their mandate. This includes remuneration and reimbursement of expenses and administrative support (agreed upon in their contract and the terms of reference). ABN AMRO

may assign staff to assist the facilitator in performing their duties. These ABN AMRO employees will not have a direct relationship with the corporate client involved in the particular case.

- 4.4 At any time during the process, any of the parties involved in a case may express their concerns about the suitability of the facilitator to handle a particular case, for instance due to perceived partiality. Concerns can be addressed by approaching the secretariat (the SCE). Should concerns be raised, ABN AMRO will discuss them with the parties involved in the case and, if necessary and appropriate, seek an alternative facilitator. The alternative facilitator will be designated by ABN AMRO in consultation with the affected people and/or their legitimate representatives, and the client. If no suitable replacement can be found, this may mean that the HRRM process will be terminated.
- 4.5 The facilitator can request the parties involved in a case to provide a copy of or access to relevant documents, subject to applicable confidentiality and data privacy obligations. The considerations and conditions relating to providing a copy of or access to documents can differ per case, depending on the specific circumstances of the case. Case-specific confidentiality and/or data privacy arrangements may be required.
- 4.6 ABN AMRO's Group Sustainability Committee (or if applicable, another delegated committee appointed by the ABN AMRO Executive Board) is the internal body through which ABN AMRO considers cases brought to the HRRM. This may include considering the nature of its connection to the alleged harm in a specific case.
- 4.7 ABN AMRO may regularly consult external stakeholders in order to seek feedback on the effective functioning of the HRRM and how it can be further improved. These consultations will take place with due respect for confidentiality and privacy.

## 5. Process and timing of the HRRM

See [Annex C](#) for an overview of the mechanism process.

The mechanism consists of two phases:

1. The Evaluation phase
2. The Dialogue Process phase

### I The Evaluation phase

5.1 During the evaluation, the following activities take place:

- a. Eligibility review as described in section 3.
- b. Initial assessment of the basis to advance remedy, which includes the involvement of relevant parties.
- c. Approval by all parties to continue the case under the HRRM process.

The facilitator will facilitate the evaluation. As part of this evaluation, the facilitator will hold conversations with the client, the potentially affected people and/or their nominated representatives, and with people in relevant ABN AMRO positions.

5.1a *Eligibility review:* ABN AMRO will conduct an eligibility review of the submission:

- **Eligibility assessment:** ABN AMRO will determine whether in its opinion the eligibility criteria have been satisfied. The facilitator will review ABN AMRO's finding and either confirm it or present an alternative finding, to be discussed with ABN AMRO.
- **Involve the client:** ABN AMRO will inform the client about the submission of a case under the HRRM and ask whether ABN AMRO may disclose the existence of a business relationship between the client and ABN AMRO (see 3.2). ABN AMRO will not share information about its client gained through confidential discussions with the facilitator or other parties involved in the case.
- **Involve Group Sustainability Committee:** In line with the facilitator's findings, the Group Sustainability Committee will be informed

and may provide feedback on the eligibility assessment and/or confirm the conclusions of the SCE and the facilitator regarding the eligibility of the submission. The Group Sustainability Committee may also consider the nature of ABN AMRO's connection to the alleged harm in a specific case.

If ABN AMRO determines that a case does not satisfy the eligibility criteria, or if the client does not consent to disclose the existence of a business relationship between the client and ABN AMRO, the HRRM process will be terminated. See also article 3.3.

If the submission is subject to confidentiality provisions, as noted in 2.2c and 3.1, this may not hinder ABN AMRO's ability to perform the eligibility review.

The eligibility review should take up to a maximum of 3 months, after submission of the case.

5.1b *Initial assessment of the basis to advance remedy:*

Should ABN AMRO determine that a case is eligible and want to continue the evaluation, the facilitator will conduct a high-level evaluation of the case in order to:

1. Assess the willingness of all involved parties to continue their participation in the HRRM process.
2. Develop an understanding of the key issues and concerns raised in the case, in particular the alleged adverse human rights impact(s) that the submitter has brought forward.
3. Develop an understanding of the views of all involved parties concerning the alleged adverse human rights impact(s).

The evaluation of the basis to advance remedy should take up to a maximum of 4 months, unless more time is needed because of, for example, the complexity of the case, necessary additional fact-finding, or delays due to circumstances outside ABN AMRO's control.



### 5.1c *Approval by parties:*

The facilitator will present an analysis report of the 'assessment of the basis to advance remedy' to all relevant parties involved, including a proposal on whether and how the case can continue to the 'Dialogue Process' phase. Each party needs to inform the facilitator whether it will support the analysis report and proposal. The facilitator may conclude that, with the information at hand, the case can or cannot proceed. They may find:

- The case is eligible and there is sufficient basis to continue the process.
- The case requires additional time for further assessment of the facts and the impacts referred to in the submission of the case. The facilitator can propose that an extra 60 days are necessary for additional fact-finding.
- The case cannot proceed as there is insufficient basis to continue. The case may be referred for consideration in ABN AMRO's regular due diligence process (maintaining the affected party's confidentiality, if requested).
- The case will not proceed as the parties involved in the case want to further address the case outside of ABN AMRO's HRRM.

#### *Involve the Group Sustainability Committee:*

Following the analysis report and proposal of the facilitator, the Group Sustainability Committee will be informed and the analysis report and proposal will be discussed. The Group Sustainability Committee may also consider the nature of ABN AMRO's connection to the alleged harm in a specific case.

In all cases, the facilitator will strive to come to an agreement on next steps by all parties within 20 working days.

## II The Dialogue Process phase

- 5.2 The dialogue process will be designed according to the specific circumstances of the case. The dialogue process may entail information sharing, fact-finding, dialogue, conciliation and negotiation. In all cases, the facilitator

will approach the dialogue process through consultations with all parties. The facilitator will do this by building trust, making consensus-based decisions, through pragmatism, and by acting in line with, and upholding the spirit of, the UNGPs. The facilitator will not make any unilateral decisions, nor adjudicate, arbitrate or issue a binding advice on a case.

The facilitator will coordinate the dialogue process of the HRRM. The dialogue process is not a formal mediation. However, if the parties involved in a case jointly decide that they wish to continue through a formal mediation process, the HRRM process will be terminated and the parties may select a mediator and enter into a mediation agreement. In that situation, the parties involved will need to agree on how to share the costs related to the mediator. ABN AMRO will propose a list of preferred mediation suppliers. In this specific situation, ABN AMRO requests to receive an update on the case every quarter.

- 5.3 Based on the outcome of the initial assessment, the facilitator will prepare a proposal on how to approach the dialogue process. The proposal may include procedural agreements and financial arrangements and any necessary support or safeguards for the involved parties in order to participate in the remedy process with fairness and without fear of retaliation or reputational damage. The proposal will not include any views of the facilitator on the appropriate form of remedy for resolution of the case.

The facilitator will strive to put forward a proposal that is likely to be supported by all parties in the case. All parties may provide input on the draft proposal prepared by the facilitator.

- 5.4 Upon receiving the proposal for a dialogue process, all parties will undertake their respective applicable internal procedures in order to determine whether they support the proposal. Depending on the remedy that the affected people are seeking, the facilitator will determine

whether a case can proceed if the client or ABN AMRO does not support the proposal.

- 5.5 The dialogue process will take place within at most two years. With the approval of all parties involved, it can continue as long as needed provided the participants in the process are committed to constructively moving the process forward. The facilitator will determine whether there is sufficient progress to continue the process, and if not, will discuss this with the parties. The facilitator will provide updates on the case to all parties every quarter.

- 5.6 When the dialogue process has been concluded to the satisfaction of all parties involved, the facilitator will prepare a draft of the agreement stating the outcome of the process. The facilitator will send the draft document to the parties involved for review. This review is meant to ensure the parties agree that the draft adequately reflects what was agreed. After receiving their feedback, the facilitator will update the document and send the final agreement to all the relevant parties for written consent.

With the help of the facilitator, the parties will agree if and how to communicate about the resolution externally. This agreement is overseen by the facilitator. The mechanism is designed to be as transparent as possible without undermining successful outcomes or breaching any of the parties' legal obligations.

If required, parties mutually agree on a follow-up plan and monitoring.

- 5.7 If the facilitator concludes that a resolution cannot be reached, the facilitator will prepare a draft summary of the outcome of the process. The facilitator will send the draft document to the parties involved for comments to ensure that the document presents an adequate reflection of what was discussed. After receiving their comments, the facilitator will update the

document and send the final summary document to all the relevant parties for written consent.

With the help of the facilitator, the parties will agree if and how to communicate about the case externally.

## 6. Annex

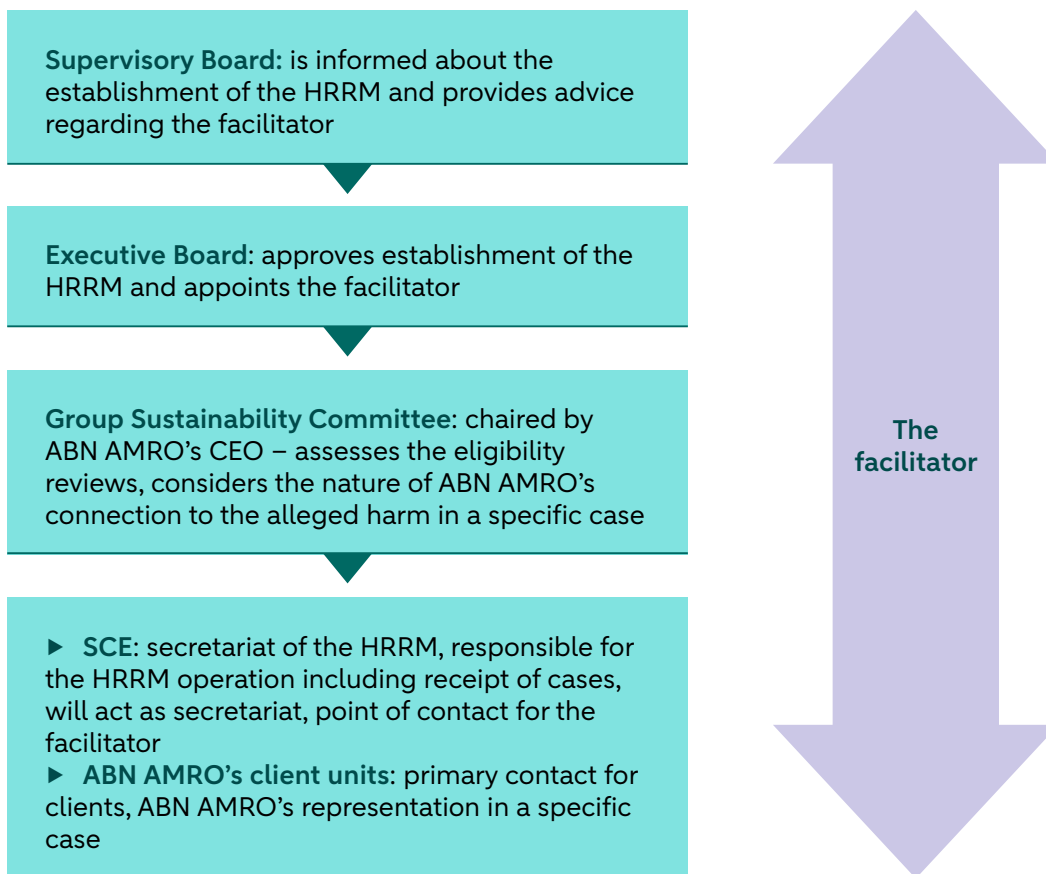
### A. List of abbreviations and definitions

- **ABN AMRO:** ABN AMRO is one of the Netherlands' leading banks, with over 20,000 employees, serving private and business clients in the Netherlands and Northwest Europe. Our products include loans, mortgages, payment services, financial advice, savings and investment products and services. (source: [ABNAMRO.com](https://www.abnamro.com))
- **Adverse human rights impact:** An adverse human rights impact occurs when an action removes or reduces the ability of an individual to enjoy his or her human rights. (source: [Interpretive Guide](#), United Nations Human Rights Office of the High Commissioner)
- **Affected people/person(s):** An individual whose human rights have been or may be affected by a company's operations, products or services. (source: [UNGP Reporting Framework](#))
- **Corporate clients:** Within the scope of the pilot phase, corporate clients are defined as: A Dutch client (meaning a legal entity incorporated under the laws of the Netherlands) of the Corporate Banking unit of ABN AMRO Bank N.V. ("ABN AMRO") with whom ABN AMRO has a current lending relationship and who has a relationship manager based in the Netherlands. Subsidiaries and foreign branches fall outside of this scope.
- **Facilitator:** An expert in the field of human rights who is appointed by ABN AMRO and who will supervise the HRRM process.
- **Grievance mechanism:** An operational-level grievance mechanism is a formalized means through which individuals or groups can raise concerns about the impact an enterprise has on them - including, but not exclusively, on their human rights - and can seek remedy. 'Grievance mechanism' is used in the Guiding Principles and their commentary as a term of art to cover a whole range of mechanisms that address complaints and disputes involving enterprises and their stakeholders. (source: [Interpretive Guide](#), United Nations Human Rights Office of the High Commissioner)
- **GSC:** ABN AMRO's Group Sustainability Committee
- **HRRM:** Human Rights Remedy Mechanism. This is the name of ABN AMRO's mechanism to help enable the provision of remedy in cases of alleged adverse human rights impacts that have arisen in connection with our corporate clients.
- **Human Rights:** As set out in the UNGPs: The responsibility of business enterprises to respect human rights refers to internationally recognized human rights – understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. (source: [Implementing the United Nations "Protect, Respect and Remedy" Framework](#), United Nations Human Rights Office of the High Commissioner)
- **Nominated or legitimate representative:** Legitimate representatives of potentially affected stakeholders, including trade unions, as well as civil society organisations and others with experience and expertise related to business impacts on human rights. (source: [UNGP Reporting Framework](#))
- **OECD Guidelines for Multinational Enterprises on Responsible Business Conduct:** The OECD Guidelines for Multinational Enterprises on Responsible Business Conduct are recommendations addressed by governments to multinational enterprises. They aim to encourage positive contributions enterprises can make to economic, environmental and social progress, and to minimise adverse impacts on matters covered by the Guidelines that may be associated with an enterprise's operations, products and services. (source: [OECD Guidelines](#))
- **Remedy:** Remediation and remedy refer to both the processes of providing remedy for an adverse human rights impact and the substantive outcomes that can counteract,

or make good, the adverse impact. These outcomes may take a range of forms, such as apologies, restitution, rehabilitation, financial or non- financial compensation, (...), as well as the prevention of harm through, for example, injunctions or guarantees of non-repetition. (source: [Interpretive Guide](#), United Nations Human Rights Office of the High Commissioner)

- **SCE:** ABN AMRO's Sustainability Centre of Excellence
- **UNGPs:** United Nations Guiding Principles on Business and Human Rights: A set of 31 principles that set out the respective roles of States and companies in ensuring that companies respect human rights in their business activities and through their business relationships. The Guiding Principles were endorsed by the UN Human Rights Council in 2011. (source: [UNGP Reporting Framework](#))
- **Vexatious:** Manifestly unjustified, inappropriate or improper use of a formal procedure.

**B. Overview of the governance of the HRRM**



C. Overview of the HRRM process

