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MID-TERM EVALUATION OF THE INTERNATIONAL RBC AGREEMENT FOR THE RENEWABLE ENERGY SECTOR

Final Report

REPORT

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Executive summary

This report presents the findings of the independent mid-term evaluation of the International Responsible Business Conduct Agreement for the Renewable Energy Sector (IRBC Agreement), conducted after 2.5 years of implementation. The IRBC Agreement, launched in March 2023, is a Dutch-led multi-stakeholder initiative bringing together companies, government, civil society, trade unions and knowledge institutions to advance responsible business conduct across global renewable energy value chains.

The evaluation, conducted between November 2025 and May 2026, assesses whether the IRBC Agreement is on track to achieve its overarching objective: **generating positive social and environmental impacts while minimizing human rights, labour, and ecological risks across renewable-energy supply chains**. It focuses on four strategic pathways: (1) raising awareness and expanding participation, (2) advancing compliance with international RBC standards, (3) embedding RBC in procurement and public policy and (4) addressing supply chain risks through collective action. The evaluation applies a theory-based mixed-methods approach combining document review, surveys (32 respondents), 28 interviews (40 stakeholders), case studies, and an outcome harvesting exercise.

The evaluation finds that the IRBC Agreement can be considered a high-potential multi-stakeholder initiative. It stands out against other MSIs in at least four ways. While the renewable energy sector is not only central to the climate transition and a sector of growing economic and strategic importance, it is also associated with significant human rights and environmental risks, making investments in responsible business conduct both urgent and highly relevant. The IRBC Agreement has succeeded in mobilising a wide range of actors, including large international companies in offshore wind, and has ensured strong representation of civil society organisations, which is seen as a key strength. Its governance is supported by a well-functioning and trusted Independent Secretariat, while the Dutch government plays an important enabling role, particularly through public procurement and tender mechanisms.

Across its four pathways, the IRBC Agreement has made partial to significant progress in three areas. First, it has contributed to advancing compliance with international RBC standards. The evaluation shows clear improvements in companies' due diligence systems, particularly in the early stages such as policy development, risk identification and communication. Solar companies have made substantial progress from lower starting points, while wind companies have shown more incremental improvement from higher baselines. However, progress remains uneven, and more advanced steps such as mitigation, monitoring and remediation are less developed. There is limited evidence so far that these improvements have translated into concrete positive impacts for affected stakeholders.

Second, the IRBC Agreement has contributed to the incorporation of RBC principles into public policy and procurement, most notably through the inclusion of due diligence criteria in Dutch offshore wind tenders. These tender clauses have created a strong demand-side incentive for companies to engage in the IRBC Agreement and have significantly increased participation, while also extending requirements across value chains. However, similar mechanisms are largely absent in the solar sector, where companies face high expectations but

experience weak demand-side incentives. Differences in how various Dutch public authorities engage with the IRBC agreement also affects the potential of this pathway.

Third, the IRBC Agreement has been successful in raising awareness and expanding participation. Outreach activities and engagement at international level have positioned the IRBC Agreement as a leading initiative in the sector. The number of participating companies has increased significantly, particularly in offshore wind. At the same time, rapid expansion has created challenges related to capacity, governance and quality of participation. In response, more elaborate admission procedures have been established, but some tensions remain between maintaining broad participation and ensuring active engagement of companies.

By contrast, progress regarding the achievement of the fourth pathway, addressing risks and negative impacts in supply chains, is still limited. Taking into account the complexity of rolling-out a MSI of this scale, it is normal that this impact-related pathway is less advanced at this stage. For now, the evaluation could document few concrete examples of how HRDD improvements of individual companies are leading to tangible changes for workers and communities in the value chain, and/or the environment. The IRBC Agreement has also activated collective action through multiple projects and workstreams, and has produced a wide range of knowledge products and tools. However, most collective actions remain at the level of research, mapping or pilot activities, and have not yet resulted in sustained improvements on the ground. Progress is strongest in areas where companies have direct influence, such as worker welfare, and weaker in upstream supply chains characterised by limited transparency, geopolitical sensitivity and lower leverage. Structural factors such as divergent stakeholder priorities, uneven company participation and global market dynamics continue to constrain progress.

Overall, the evaluation concludes that the IRBC Agreement is at a crossroads. After an initial phase focused on building systems, tools, shared understanding, and pilots, there is a clear need to move from a diagnostic phase toward an action-oriented phase. Important progress has been made at the level of awareness raising, developing due diligence systems at company level, sharing knowledge, learning and building trust between parties. However several challenges require attention in moving forward. First, there is a risk of premature HREDD graduation, where companies achieve relatively high scores in the assessment framework, confirming that their RBC procedures and systems are well developed, but without demonstrating tangible changes for rights holders on the ground. Second, transparency is constrained, particularly regarding company-level performance, limiting the ability of civil society actors to fulfil their role effectively. Third, the dominant role of China in renewable energy supply chains creates structural barriers to transparency and leverage. Fourth, collective actions bring clear added value but their potential is constrained by a lack of clarity regarding their objectives, roles and expectations. Finally, the rapid growth of the number of participating companies creates some capacity and governance challenges, and raises questions about participation standards and the level of engagement expected from companies.

In response to these findings, the evaluation formulates a set of **recommendations.**

First, it calls for limiting the risk of premature HREDD graduation by further strengthening the focus of the assessment framework towards outcomes and impact, and by ensuring that high-scoring companies continue to make meaningful progress beyond compliance at process level.

Second, it recommends creating stronger conditions to mobilise the potential of the collective actions by clarifying roles, expectations and follow-up responsibilities, and strengthening monitoring and learning.

Third, the evaluation recommends strengthening incentives for active company engagement within the IRBC Agreement. This includes refining procurement mechanisms so that they reward not only minimum compliance but also continued progress, and developing comparable demand-side incentives for sectors such as solar energy, where such mechanisms are currently lacking.

Fourth, it highlights the need to mobilise the multi-stakeholder character of the IRBC Agreement more effectively, including strengthening the engagement of government actors, contracting authorities and supporting organisations, and addressing capacity constraints among civil society actors to enable their full participation.

Finally, the evaluation recommends ensuring continued alignment with emerging regulatory frameworks at European and international level, such as the Corporate Sustainability Due Diligence Directive and related legislation. By aligning its tools and expectations with these frameworks, the IRBC Agreement can reinforce its relevance and support companies in navigating evolving regulatory requirements.

In conclusion, the IRBC Agreement has successfully established itself as a significant and innovative platform for advancing responsible business conduct in the renewable energy sector. Its first phase has been characterised by strong progress in awareness, participation and due diligence practices, supported by effective governance and valuable tools. However, achieving its ultimate objective of positive social and environmental impact will require a decisive shift towards more focused, action-oriented and impact-driven approaches in the years ahead.

Contents

1 THE IRBC AGREEMENT FOR THE RENEWABLE ENERGY SECTOR

1.1 Background

The International Responsible Business Conduct Agreement for the Renewable Energy Sector was signed on 6 March 2023 and entered into force on 1 May 2023 for a period of five years. It brings together wind and solar energy companies, industry associations, NGOs, trade unions, knowledge institutions, the Dutch government, contracting authorities, and supporting organizations in a multi-stakeholder framework designed to improve Responsible Business Conduct across renewable-energy value chains. In the remainder of this report, we refer to this multi-stakeholder initiative as the IRBC Agreement.

The IRBC Agreement was created in response to the growing recognition that the production of renewable-energy technologies, despite their climate benefits, carries significant human rights, environmental, and biodiversity risks, particularly linked to the extraction, processing, and manufacturing of materials such as copper, polysilicon, nickel, steel, and rare earth elements. Downstream activities such as project development, installation, operation, and end-of-life management also pose risks, including land use conflicts, labour rights concerns in construction and maintenance, and environmental and health risks linked to waste, recycling, and disposal. Therefore, under the IRBC Agreement, signatories commit to implementing the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights, both individually and collectively.

An important feature of the IRBC Agreement is its two possible scopes of applicability at the moment of signing: international scope or national scope. By signing for the international scope, companies commit to applying the IRBC Agreement to all their operations and supply chains for wind and/or solar energy, regardless of geography. By signing for the national scope, companies opt to limit their commitments to operations linked to their economic activities in the European part of the Netherlands, including Dutch maritime areas. Even in this national scope, due diligence must still cover the entire supply chain connected to the Dutch activities.

Since its launch, the IRBC Agreement has grown rapidly. In its first year, the number of participants rose from 34 to 52 organizations, including 33 companies; by the second year, participation increased further to 57 organizations, of which 38 are companies from both the wind and solar sectors. By March 2026, the IRBC Agreement has 45 participating companies, of which 26 active in the wind energy sector, 11 active in the solar energy sector, and 8 active in both. Most of them, 30 companies, signed for the national scope, 15 signed for the international scope. Companies active in the solar energy sector are mostly micro/small/medium companies while those active in the wind or solar as well as wind energy sector are mostly large companies. Defining the market coverage of the IRBC Agreement is difficult due to the complexity and multiplicity of the corresponding value chains, and depends also on the measurement unit, further complicated by the different scopes of applicability, described in the previous paragraph. Respondents' estimates ranged quite widely.

The IRBC Agreement is structured around two working groups—Due Diligence and Collective Action & Increasing Leverage—and includes the Renewable Energy Complaints and Disputes Committee (RECDC) as an operational non-judicial complaints and dispute mechanism. The Dutch Social and Economic Council (SER) serves as the Independent Secretariat, coordinating implementation, facilitating working groups, developing tools, and conducting the annual due-diligence assessment. Through this architecture, the IRBC Agreement seeks to reduce negative impacts and strengthen positive outcomes in supply chains by combining learning, monitoring, collective action, and public-policy engagement.

1.2 Evaluation process

This mid-term evaluation aims at providing independent feedback on the effectiveness and relevance of the IRBC Agreement after its first 2.5 years of implementation. The mid-term evaluation process ran from November 2025 to May 2026. As outlined in the Terms of Reference, the evaluation assesses both qualitative and quantitative progress toward the IRBC Agreement's objectives, focusing on outputs, outcomes, and early indications of impact on the ground. The aim is to determine whether the IRBC Agreement is on track towards reaching its goals, and how its effectiveness can be strengthened for the remaining 2.5 years.[1] The objectives of the IRBC Agreement are explained in detail in Section 3.

Document review, an extended survey with stakeholders to the agreement and in-depth semi-structured interviews form the crux of the analysis. The theory of change of the IRBC Agreement forms the framework through which the IRBC Agreement is evaluated.

1.2.1 Research Questions and methodology

The evaluation is structured around **three central research questions**:

1. How effective was the IRBC Agreement in reaching its overall objective?
2. To what extent did the four mentioned pathways contribute to this effectiveness?
3. How can the effectiveness of the IRBC Agreement be improved?

A theory-based evaluation approach was applied to assess progress in a complex multi-stakeholder setting. The evaluation was grounded in a reconstruction and validation of the IRBC Agreement's Theory of Change (ToC), and focused on understanding how and why change has occurred. This approach is particularly useful in a complex multi-stakeholder setting, as it allows for capturing non-linear pathways of change, diverse stakeholder perspectives and unintended outcomes, while accounting for the interactive and evolving nature of collective action.

To operationalize this approach, the evaluation drew on a **mixed-methods design,** combining multiple complementary data sources and methods, including**:**

- **Document review**, consisting of an extensive review of documents provided by the Independent Secretariat of the Agreement. These included internal documents and reports such as knowledge session materials, tools developed, meeting notes and evaluation reports, as well as publicly available documents such as yearly reports;
- **Two online surveys** (one for Parties to the IRBC Agreement and one for non-signatories).

[1] Social and Economic Council. (2025). *Terms of Reference: Mid-term evaluation of the International RBC Agreement for the Renewable Energy Sector.*

The survey for non-signatories yielded only three responses and was therefore not used as a key reference for the evaluation. The survey with Parties to the IRBC Agreement is explained in more detail below

- **Four scoping interviews** with key Parties to the IRBC Agreement, conducted during the inception phase to inform the evaluation design and identifying priority areas for the mid-term evaluation;
- **28 semi-structured interviews** with 38 respondents across all parties to the IRBC Agreement, as well as two external experts, explained in more detail below;
- **Case studies of four selected companies and two collective actions**. These case studies zoom in on companies and collective actions to understand and depict how the IRBC Agreement plays out in practice. They are presented in boxes in the relevant sections under Section 4;
- **A workshop to reconstruct the IRBC Agreement's theory of change**, explained in more detail in the next section;
- **An Outcome Harvesting workshop**, to identify and assess both planned and unforeseen outcomes of the IRBC Agreement, as explained further below.

A methodological note explaining the evaluative approach in detail was shared and discussed with the coordinating team of the Independent Secretariat and can be consulted for further information.

1.2.2 Theory of Change

In answering these questions, the evaluators (re-)constructed a theory of change of the IRBC Agreement on the basis of document review and scoping interviews. This theory of change was then validated and refined in an interactive workshop with the Parties and the Independent Secretariat of the IRBC Agreement at the start of the evaluation process. This theory of change, explained in detail in Section 3, aims to identify the main actors involved in the IRBC Agreement and their positioning within spheres of control, influence, and interest, as well as the expected behavioural changes and pathways of change. It is then used to understand how the IRBC Agreement contributes and can further contribute to outcomes in the sphere of influence and impacts in the sphere of concern. This includes reviewing the IRBC Agreement's governance system, the functioning of working groups, the tools and formats developed, the knowledge sessions and trainings organized, the collective actions initiated, the yearly monitoring reports, and the IRBC Agreement's broader role and influence in the renewable-energy sector.

1.2.3 Survey with IRBC Agreement Parties

The survey for Parties to the IRBC Agreement was launched online and targeted signatory companies, industry associations, civil society organizations, trade unions, government actors, contracting authorities, and supporting organizations.

The survey covered the following themes:

- Perceived relevance and usefulness of the IRBC Agreement's activities and instruments (e.g. due diligence tools, trainings, stakeholder engagement, collective actions);
- Effectiveness of the IRBC Agreement at output, outcome, and (where applicable) impact level;
- Experiences with and perceptions of collective actions;
- Governance structure, roles, and functioning of different bodies;

- Reflections on future priorities and recommendations for strengthening the IRBC Agreement.

The survey combined closed-ended questions (Likert scales) with open-ended questions to allow respondents to elaborate on key strengths, weaknesses, and lessons learned.

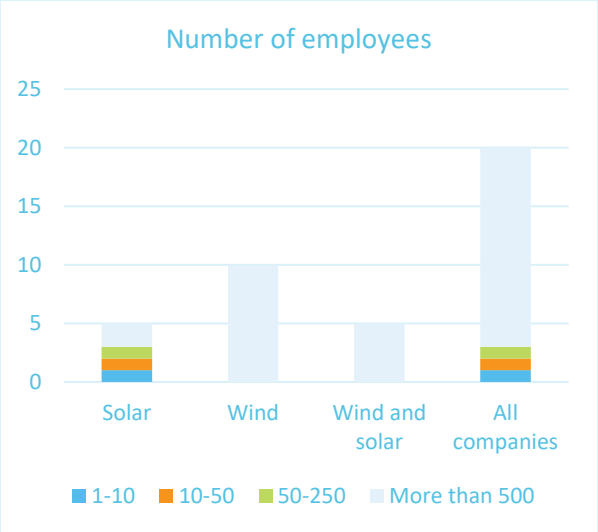
32 full responses were received, divided nicely over the different stakeholder groups. The number of survey respondents per category can be found in **Fout! Verwijzingsbron niet gevonden.**.

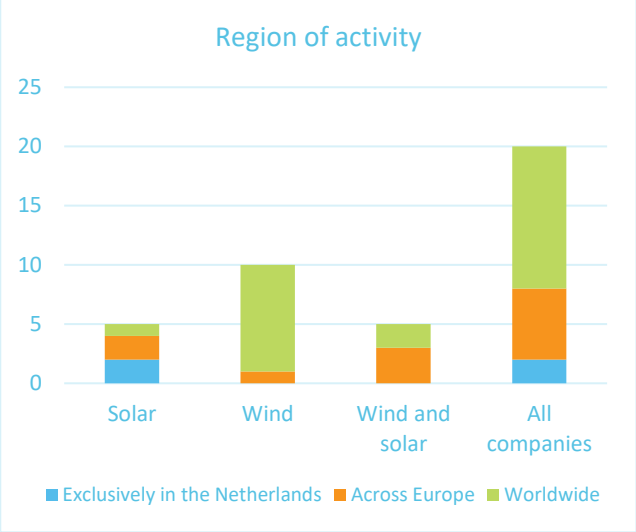
FIGURE 1 Respondents of the survey aimed at IRBC Agreement Parties

Source: Authors' composition.

Of the 32 respondents, 20 were signatory companies to the IRBC Agreement. 10 are active in the wind energy sector, 5 in the solar energy sector, and 5 in both. The companies active in the solar energy sector were smaller and relatively more active exclusively in the Netherlands (see **Fout! Verwijzingsbron niet gevonden.** and **Fout! Verwijzingsbron niet gevonden.**). This is representative of the signatory companies overall. Most companies' activities are situated in installation and commissioning and operation and management. No company is active in raw material extraction. Seven respondents were from a trade union, NGO or knowledge institution, four respondents were from the Independent Secretariat of the IRBC, and one respondent was from a supporting organization.

FIGURE 2-3: Company survey respondents - number of employees / Company survey respondents - region of activity



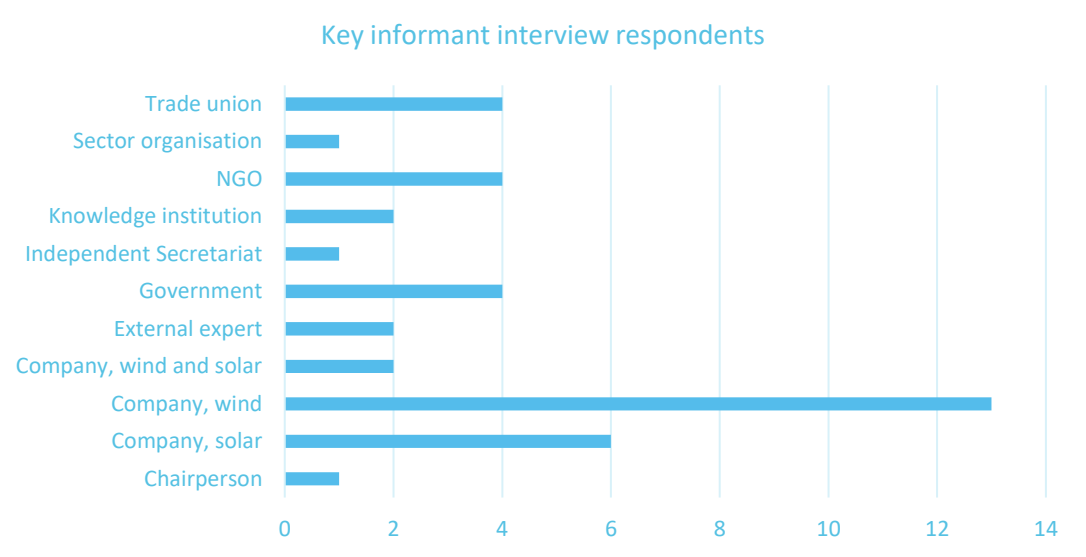


Source: Authors' composition.

1.2.4 Key informant interviews

28 in-depth semi-structured interviews were conducted with 40 respondents from a diverse range of Parties to the IRBC Agreement including government representatives, civil society organizations, industry associations, companies, and the Independent Secretariat of the IRBC Agreement, as well as two external experts. **Fout! Verwijzingsbron niet gevonden.** provides an overview of interview respondents per category.

FIGURE 4 Key informant interview respondents



Source: Authors' composition.

Interviews focused on respondents' role and experience within (or in relation to) the IRBC Agreement, perceived achievements and challenges, experiences with and involvement in

activities and (collective) actions, collaboration and governance dynamics, and recommendations for the second half of the IRBC Agreement.

Interviews lasted approximately 45 minutes and were semi-structured, allowing the evaluation team to adapt the focus based on the expertise and position of each respondent.

1.2.5 Outcome Harvesting workshop

Outcome Harvesting was used to systematically identify and analyse both planned and unforeseen outcomes of the IRBC Agreement during a two-hour session held in February 2026 with members of the Steering Committee of the IRBC Agreement. The evaluators prepared a set of preliminary outcome statements based on the document review, survey responses, and interviews. These statements addressed outcomes at the sectoral level, company behaviour, multi-stakeholder dynamics, collective projects, as well as unforeseen outcomes. The outcome statements described who changed what, when, and why this change matters.

The outcome statements were subsequently validated, refined, and assessed in group discussions in terms of their significance and the contribution of the IRBC Agreement. This collective review enabled in-depth analysis, joint sense-making, and a shared interpretation of emerging changes.

This workshop was instrumental in mapping the outcomes of the IRBC Agreement and in understanding how the pathways described in the Terms of Reference (see Section 3) contributed to these outcomes. The insights generated through this workshop are used throughout Section 4 to inform the evaluation and to identify areas for future learning and improvement. The co-constructed Outcome Statements can be found in Annex 3.

2 THE RENEWABLE ENERGY SECTOR

Renewable energy refers to energy derived from natural sources that are abundant and constantly replenished, such as sunlight, wind, water, geothermal heat and biomass. Unlike non-renewable energy sources coming from fossil fuels such as gas, oil and coal, which take millions of years to form, renewable sources regenerate continuously and can be harnessed without depleting the planet's resources. The most common sources of renewable energy are solar energy, wind energy, hydropower, bioenergy, geothermal energy and ocean energy.[2]

Because fossil fuels are the largest source of greenhouse gas (GHG) emissions globally, estimated at 69% of global GHG emissions in 2024[3], the expansion of renewable energy is indispensable for meeting climate targets and underscores the urgency of the energy transition in addressing the climate crisis.

Global trends

Renewable energy capacity has expanded dramatically globally over the last decade, from 1,849,073 MW in 2015 to 4,442,755 MW in 2024—a rise from 29.5% to approximately 46.2% of global installed electricity capacity. In 2024, 41% of that came from solar energy, 31% from hydropower, and 25% from wind energy. Electricity production from renewables also increased, rising from 22.7% of global electricity in 2015 to 29.9% in 2023.[4]

In terms of total power generated, China is the world leader by a wide margin, producing 2,896,526 GWh of renewable electricity in 2023, around 32% of the global total, followed by the United States (~11%) and Brazil (~7%).[5]

Europe's transition and the Netherlands' role

The EU has embedded renewable energy firmly within its climate and industrial strategy. Under the Renewable Energy Directive (RED III), EU Member States must collectively reach at least 42.5% renewables in final energy consumption by 2030, with the ambition to reach 45%[6]. Renewable energy also constitutes a core pillar of the European Green Deal, which seeks to build a clean, secure and affordable energy system and achieve EU climate neutrality by 2050.

Within Europe, Sweden, Finland and Denmark remain the top performers in renewable energy with a consumption share of 62.8%, 52.1% and 46.8% in 2024 respectively.[7] The Netherlands remains

[2] United Nations Economic Commission for Europe. (2016). Specifications for the application of the United Nations Framework Classification for Fossil Energy and Mineral Reserves and Resources 2009 (UNFC-2009) (ECE/ENERGY/2016/4). ttps://unece.org/DAM/energy/se/pdfs/comm25/ECE_ENERGY_2016_4.pdf

[3] United Nations Environment Programme. (2025). Emissions gap report 2025: Off target—Continued collective inaction puts global temperature goal at risk. United Nations Environment Programme. https://wedocs.unep.org/rest/api/core/bitstreams/4830e1a8-14c0-44a5-a066-cdd2ba5b3e10/content

[4] International Renewable Energy Agency. (2025). Renewable energy statistics 2025. International Renewable Energy Agency. https://www.irena.org/Publications/2025/Jul/Renewable-energy-statistics-2025

[5] International Renewable Energy Agency. (2026). Country rankings. Retrieved March 31, 2026, from https://www.irena.org/Data/View-data-by-topic/Capacity-and-Generation/Country-Rankings

[6] European Commission. (2023, November 20). Renewable energy directive. https://energy.ec.europa.eu/topics/renewable-energy/renewable-energy-directive-targets-and-rules/renewable-energy-directive_en

[7] Eurostat. (2026). Share of energy from renewable sources (nrg_ind_ren). Retrieved March 31, 2026, from https://ec.europa.eu/eurostat/databrowser/view/nrg_ind_ren/default/table?lang=en

below this with 20% renewable energy in total energy consumption, but its electricity sector is rapidly transforming.

The government of the Netherlands places renewable energy at the centre of its long-term energy strategy, in response to the growing demand for energy and the decline in the use of domestic gas reserves, historically a key component of Dutch energy supply.[8] As a result, Dutch energy policy priorities a rapid shift toward renewable sources, with offshore wind and solar PV identified as the country's primary pillars for decarbonization. The Netherlands' favourable position along the North Sea enables large-scale offshore wind deployment, while solar PV has expanded rapidly through strong policy incentives and widespread rooftop adoption. Both technologies receive structural policy support through the SDE++ scheme, the national subsidy program that incentivizes companies and non-profit organizations to generate large-scale renewable electricity or reduce CO_2 emissions.[9]

These policy choices are already reshaping the Dutch electricity system. In 2025, wind and solar together generated more electricity than all fossil sources combined in the Netherlands for the first time. Currently, 54% of Dutch electricity comes from clean energy, with wind and solar alone accounting for 46%, well above the EU average of roughly 30%.[10] Installed renewable capacity has grown rapidly, rising from 5,748 MW in 2015 to 36,641 MW in 2024, positioning the Netherlands as one of Europe's fastest-moving renewable energy markets.[11]

Human rights, environment and supply chain risks

Faced with the ambitious task of driving the global transition to clean energy, the renewable energy sector is increasingly connected to significant human rights, environmental and biodiversity risks. Green energy technologies depend on a wide range of minerals, such as graphite, lithium, cobalt, bauxite, copper, iron ore, manganese and zinc, as well as other important materials including polysilicon, nickel and steel. Mining operations for these materials have been associated with rising human rights and environmental abuses. Documented risks include land dispossession, intimidation and violence, hazardous working conditions, pollution and the high-water intensity of extraction processes, all of which threaten the rights and well-being of workers and local communities as well as the environment.[12]

Consequently, companies across the renewable energy value chain are under increasing pressure to identify, prevent and mitigate these harms in alignment with the OECD Human Rights Due Diligence (HRDD) framework. Implementing such due diligence measures remains highly challenging. Renewable energy value chains are complex and transnational, context-specific information on mining conditions is often unavailable, regulatory governance in many resource rich countries is weak, uneven power relations in global value chains create price- and sourcing squeeze dynamics, and transparency gaps persist. These issues are particularly pronounced in

[8] Government of the Netherlands. (2026). Step by step, the Netherlands is transitioning to sustainable energy. Retrieved March 31, 2026, from https://www.government.nl/topics/renewable-energy/step-by-step-the-netherlands-is-transitioning-to-sustainable-energy

[9] Rijksdienst voor Ondernemend Nederland (2025, August 7). Stimulering Duurzame Energieproductie en Klimaattransitie (SDE++). https://www.rvo.nl/subsidies-financiering/sde

[10] Ember. (2026). The Netherlands. Retrieved March 31, 2026, from https://ember-energy.org/countries-and-regions/the-netherlands/

[11] International Renewable Energy Agency. (2025). Renewable energy statistics 2025. International Renewable Energy Agency. https://www.irena.org/Publications/2025/Jul/Renewable-energy-statistics-2025

[12] Business & Human Rights Resource Centre. (2025). Renewable energy and human rights benchmark 2025. https://media.business-humanrights.org/media/documents/2025_Renewable_Energy_Benchmark.pdf

the solar PV sector, where responsible mineral sourcing practices remain underdeveloped compared to the wind energy sector, which has made relatively more progress in addressing supply-chain risks.[13]

Despite these ongoing challenges, the renewable energy sector has made notable advances in adopting human rights policies, stakeholder engagement practices and early-stage due diligence procedures.[14] Still, the scale and urgency of the energy transition mean that stronger collective initiatives remain essential.

The IRBC Agreement must be understood in this context. It sits at the intersection of the Netherlands' ambition to accelerate renewable energy deployment and its recognition of the social and environmental risks embedded in the value chains of wind and solar technologies. With the World Bank estimating that demand for transition minerals may increase by nearly 500% by 2050[15], the IRBC Agreement represents a timely and forward-looking effort to ensure responsible practices in an exponentially growing sector. It is among the most ambitious multi-stakeholder initiatives of its kind, situated alongside a range of other international efforts in this field. The following list refers to initiatives at international, regional and national levels that were documented and discussed during data-collection for the evaluation, but is by no means exhaustive:

The German Energy Sector Dialogue (GESD) is a national multi-stakeholder initiative coordinated by the German Federal Ministry of Labour and Social Affairs, bringing together energy companies, business associations, trade unions, civil-society organizations and human-rights institutions to address human-rights and environmental risks in German energy value chains. While it is comparable to the IRBC Agreement, the GESD is centred on the needs and regulatory context of the German energy sector, and has a broader scope, covering not only wind and solar energy but also batteries, hydrogen and natural gas. In contrast, the IRBC Agreement is a Dutch initiative with a primary focus on wind and solar value chains, and since 2025 also includes activities related to batteries.

Ethical Trading Initiative (ETI) is a UK-based alliance of companies, trade unions and NGOs that work to advance human rights in global supply chains, anchored in its internationally recognized ETI Base Code. Unlike the IRBC Agreement, ETI operates across multiple sectors worldwide rather than focusing on renewable-energy value chains and is primarily labour-rights oriented rather than addressing mineral sourcing or environmental impacts specific to energy transition technologies.

Initiative for Responsible Mining Assurance (IRMA) is a global, multi-stakeholder certification system that provides independent, third-party audits of industrial-scale mine sites against a rigorous environmental, social and governance standard. Complementary to the IRBC Agreement, which targets downstream renewable-energy companies and their upstream suppliers and downstream contractors, IRMA operates directly at the mine-site level to assess and certify responsible mineral production.

[13] Business & Human Rights Resource Centre. (2025). Renewable energy and human rights benchmark 2025. https://media.business-humanrights.org/media/documents/2025_Renewable_Energy_Benchmark.pdf

[14] Business & Human Rights Resource Centre. (2025). Renewable energy and human rights benchmark 2025. https://media.business-humanrights.org/media/documents/2025_Renewable_Energy_Benchmark.pdf

[15] World Bank. (2017). The growing role of minerals and metals for a low carbon future. https://documents1.worldbank.org/curated/en/207371500386458722/pdf/117581-WP-P159838-PUBLIC-ClimateSmartMiningJuly.pdf

The Copper Mark is an assurance framework for responsible (mostly artisanal) mining and production of copper (and related metals), offering site-level, third-party verification of environmental, social and governance practices through a comprehensive 33-criteria standard. Complementary to the IRBC Agreement, which supports downstream due-diligence implementation by renewable-energy companies, the Copper Mark focuses on upstream production facilities such as mines, smelters and refineries.

Solar Stewardship Initiative is an industry-led supply-chain sustainability assurance scheme for the solar PV sector, providing ESG and traceability standards to improve responsible production, transparency and human-rights performance throughout the solar value chain. Unlike the IRBC Agreement's multi-stakeholder model, which includes a large civil society representation, covering both wind and solar, SSI is solar-specific and driven largely by industry actors (Solar Power Europe and Solar Energy UK), with a focus on upstream manufacturing and supply-chain traceability.

Against this backdrop of diverse sectoral and upstream assurance initiatives, the IRBC stands out as a uniquely comprehensive, cross-value-chain and Dutch-led multi-stakeholder platform that brings companies, unions, NGOs and government together to jointly advance responsible renewable-energy supply chains in ways that has not been done before.

3 OBJECTIVES AND THEORY OF CHANGE OF THE IRBC AGREEMENT

3.1 Objectives

The IRBC Agreement formulates a broad overarching ambition centred on **positive social and environmental impact.** As stated in Article 2.4 of the Agreement text, *"the Parties, individually and through cooperation, will endeavour to achieve structural and actual positive impact in the lives and livelihoods of people on the ground, and in relation to the natural environment and biodiversity. They strive to minimise negative human rights, social and ecological effects and maximise the socio-economic and ecological opportunities at all stages of the supply chain, including the construction, operational and decommissioning phase of both offshore and onshore wind farms and solar energy projects, through the use of best available technologies and environmental practices."*

While this overall objective is extensive, the IRBC Agreement operationalizes it through a set of four more actionable pathways. Drawing on the Terms of References and the goals stated in articles 2.1, 2.4 and 2.31 of the IRBC Agreement text, these four main pathways towards change can be formulated as following:

1. to **engage in advocacy and public engagement efforts** to raise awareness about the existence and benefits of the collaboration within the IRBC Agreement, and with the aim to increase the number of signatories internationally for amplifying the collective leverage;

2. to **advance compliance with international standards for responsible business conduct**. The IRBC Agreement' takes as its normative framework the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. Parties in the IRBC Agreement see responsible business conduct or doing human rights and environmental due diligence as a precondition for sustainable and inclusive economic growth, and as contributing to sustainable global value chains;

3. to **encourage contracting authorities** and other institutions involved in the tender and/or procurement of renewable energy technologies to **incorporate international RBC standards** in their policies and conditions;

4. to **address actual and potential adverse impacts and risks in the supply chains collectively** by developing and implementing so-called collective projects[16]. Such projects can contribute to creating more transparency in the renewable energy technologies supply chains and to take concrete steps to address potential and actual adverse impacts therein.

[16] While not explicitly mentioned in the description of the four pathways of the IRBC Agreement, the evaluation assumes that the improved RBC practices of companies are also expected to contribute to addressing actual or potential adverse impacts.

To evaluate progress against these relatively high-level objectives, formulated in the context of complex and globally dispersed value chains as well as a wide range of actors involved, it is necessary to translate them into **analytically distinguishable levels of change.**

3.2 Theory of change

The Dutch government positions the **IRBC agreements (IMVO-convenanten) as supportive instruments within a broader policy mix, rather than as regulatory or conditional tools**[17]. They are explicitly framed as part of the strategies of informing, persuading, facilitating and enabling companies to apply due diligence in line with the OECD Guidelines and UNGPs. IRBC agreements are intended to raise awareness, build knowledge, strengthen commitment and support learning within sectors, especially among the "peloton" of companies responsive to external guidance. IRBC agreements of the Dutch government complement binding measures such as EU and national legislation, but do not themselves impose legal obligations or conditions for market access or public support.[18] In the government's policy theory, IRBC agreements contribute to behavioural change primarily through dialogue, cooperation and capacity-building, and are expected to reinforce—rather than substitute for—mandatory instruments in achieving responsible business conduct.

Consistent with the policy theory of the IRBC policy of the Dutch government[19] and the evaluation design (Section 1), the evaluation employs a re-constructed theory of change (ToC). **A ToC provides an explicit causal model that illustrates how and why a desired change is expected to happen in a given context.**[20] It does so by mapping relevant actors and their roles, situating them within spheres of control, influence and interest, identifying expected behavioural changes for each actor group, identifying the assumptions and contextual conditions and clarifying the causal pathways through which activities are expected to contribute to the IRBC Agreement's ultimate goals.

This ToC thus serves as the analytical foundation for both the qualitative and quantitative assessment of progress. It enables the evaluation to assess not only whether activities were carried out, but whether they plausibly contribute to the behavioural and systemic shifts needed to achieve the IRBC Agreement's broader aims. **Fout! Verwijzingsbron niet gevonden.** presents the reconstructed theory of change for the IRBC Agreement.

3.2.1 Actors and spheres

The roles defined in the IRBC Agreement text provided the basis to structure the actors in different spheres (Table 1).

[17] Ministerie van Buitenlandse Zaken, Directie Internationaal Onderzoek en Beleidsevaluatie (IOB). (2025). Gepaste zorgvuldigheid bij internationaal ondernemen: Evaluatie van het Nederlandse IMVO-beleid 2020–2026 – Terms of Reference. Ministerie van Buitenlandse Zaken.

[18] At the same time, as will be argued later in the report, once governments use the participation to MSIs as a way to demonstrate compliance with tender clauses related to RBC, then a binding element is introduced through public procurement policies.

[19] Ministerie van Buitenlandse Zaken. (2020). Van voorlichten tot verplichten: Een nieuwe impuls voor internationaal maatschappelijk verantwoord ondernemerschap. Rijksoverheid. https://open.overheid.nl/repository/ronl-1a58c4b1-ab68-41e2-93f2-405c385984f5/1/pdf/imvo-van-voorlichten-tot-verplichten.pdf

[20] Mayne, J. (2015). Useful theory of change models. Canadian Journal of Program Evaluation, 30(2), 119–142. https://doi.org/10.3138/cjpe.230

The **sphere of control** comprises the actors and structures directly responsible for executing and governing the IRBC Agreement. It is within this sphere that directly managed inputs, activities, and outputs occur, such as the execution of the Due Diligence assessment, trainings and knowledge sessions, collective action project governance, and outreach activities.

The **sphere of influence** includes actors whose behaviour the IRBC Agreement seeks to change, though it does not directly control them. These actors are central to translating IRBC Agreement outputs into meaningful behavioural changes in due diligence, supply-chain transparency, collective leverage, and procurement practices.

The **sphere of interest** is the outer sphere and contains actors and outcomes beyond the direct influence of the IRBC Agreement but central to its long-term objectives. This sphere corresponds to the broader societal impacts the IRBC Agreement ultimately seeks to contribute to (Article 2.4).

Table 1: Different spheres and actors of the IRBC Agreement

Sphere of control	Sphere of influence	Sphere of interest
▪ the Independent Secretariat; ▪ the Steering Committee; ▪ the General Assembly; ▪ the Working Groups ▪ the complaints and dispute mechanism (RECDC).	▪ Signatory companies to the IRBC Agreement ▪ Suppliers of the signatory companies ▪ Industry association members of the IRBC Agreement ▪ Government members of the IRBC Agreement ▪ NGO members of the IRBC Agreement ▪ Trade union members of the IRBC Agreement ▪ Knowledge institution members of the IRBC Agreement	▪ workers, local communities, and Indigenous peoples; ▪ the natural environment and biodiversity; ▪ consumers and end users; ▪ environmental and biodiversity organizations; ▪ human-rights defenders; ▪ local and international civil-society organizations; ▪ community-based organizations; ▪ other governments and public buyers; and ▪ non-signatory renewable-energy companies.

Source: Authors' composition.

The theory of change summarises for each actor the main changes or behavioural changes that are expected to occur according to the IRBC Agreement. For example, signatory companies are expected to perform or strengthen their HREDD practices, participate in stakeholder dialogues and collective actions, communicate about the agreement, and incentivize suppliers. **Fout! Verwijzingsbron niet gevonden.** provides a summary for all the actors.

Aside from intended outcomes, multistakeholder initiatives involve complex social change processes and therefor typically also have several unintended outcomes, positive and negative. The outcome harvesting methodology pays specific attention to documenting unintended outcomes.

3.2.2 Primary mechanisms to achieve change in sphere of influence

To understand how the IRBC Agreement operationalizes, we need to make explicit how the activities, tools and governance structure at the level of the sphere of influence are expected to lead to the desired overarching goal of positive social and environmental impact. The following three individual and collective causal mechanisms are distinguished (see Figure 5):

1. **Strengthening due diligence policies and practices of signatory companies and their suppliers**

Companies follow an annual cycle of the Maturity Assessment Process, consisting of completing the maturity assessment questionnaire, developing a Due Diligence Action Plan (DDAP), and an assessment interview, supported and monitored by the Independent Secretariat of the IRBC. This cycle aims to progressively improve due-diligence performance in line with OECD/UNGP standards.

2. **Initiating new and strengthening existing collective leverage mechanisms**

This involves three sub-mechanisms that each involve groups of companies alone or in collaboration with NGOs, knowledge institutions and/or trade unions:

- **Collective projects (2a)**, that jointly address identified risks or adverse impacts in renewable energy supply chains that individual companies cannot effectively tackle on their own, and may include supply-chain-specific projects, general supply-chain projects, awareness-raising and capacity-building activities, or joint fact-finding initiatives (e.g. related to mining, forced labour or worker welfare). ,
- **Structured multi-stakeholder cooperation (2b),** such as intervision sessions, working-group dialogues, steering group meetings and co-created knowledge sessions, which enable open dialogue, peer learning, coordinated positions and shared evidence.
- **Coordinated advocacy (2c),** toward external actors, including other governments in Europe, international initiatives, and other regulatory or standard-setting bodies**.**

3. **Strengthening demand for RBC by integrating IRBC criteria into public procurement**

A key mechanism is the encouragement of contracting authorities and renewable energy auction platforms (CAPs) to adopt RBC requirements that create incentives for responsible conduct and transparency in renewable-energy supply chains. This mechanism focuses on the demand side for RBC in the Renewable Energy sector.

Together, these mechanisms are expected to shape company and sector behaviour in ways that reduce severe human-rights and environmental risks in the supply chain, ultimately contributing to positive outcomes for workers, communities, Indigenous peoples, and ecosystems.

Causally, these mechanisms move sequentially from the sphere of control (activities, tools, governance structures) to the sphere of influence (behavioural changes among Parties and suppliers) and ultimately reach the sphere of interest (long-term societal impacts).

3.2.3 Assumptions

Assumptions describe the salient conditions and events that must hold for each causal mechanism to work as intended, clarifying why the IRBC Agreement's activities can plausibly contribute to the expected outcomes.[21] These assumptions are formulated based on IRBC

[21] Mayne, J. (2015). Useful theory of change models. Canadian Journal of Program Evaluation, 30(2), 119–142. https://doi.org/10.3138/cjpe.230

Agreement documentation (Agreement text, meeting reports, Parties' contribution statements), background literature on MSIs and the renewable-energy sector, and exchanges with the IRBC Agreement's core bodies throughout the evaluation process.

The ToC rests on the following key assumptions:

- The multi-stakeholder initiative (MSI) model creates added value by offering access to expertise, increased leverage, peer learning, dialogue structures, and co-development of tools—benefits that are unlikely to be realized through unilateral action.
- The budget allocated for implementation is sufficient to support the Independent Secretariat, Working Groups, and collective projects.
- Parties have adequate capacity, knowledge, and resources to fulfil their roles as described in the IRBC Agreement.
- CAPs demonstrate genuine commitment and operational capacity to integrate RBC expectations into procurement processes.
- Collective leverage, through joint projects and expanding number of signatories, enables Parties to influence upstream actors beyond the direct reach of Dutch companies.
- Supply chain transparency enables meaningful, targeted interventions to address severe risks.
- Human Rights and Environmental Due Diligence (HREDD) compliance is driven by incentives along a spectrum from intrinsic to extrinsic: intrinsic incentives stem from the belief that decent working conditions and environmental respect are core standards to uphold, while extrinsic incentives relate to benefits such as market access, financial support, or reputational value.
- Companies possess, or can reasonably acquire, the capacity to align internal systems with the OECD Guidelines and UNGPs.

3.2.4 External factors

External factors describe events, trends, or conditions outside the IRBC Agreement's control that may influence whether the causal mechanisms unfold as expected.[22] External factors can either enable, constrain, or distort the pathways of change, and are therefore essential for interpreting progress and assessing contribution rather than attribution. The identification of external factors was informed by policy documents, relevant HREDD literature and the broader policy environment, IRBC Agreement meeting notes, key informant interviews and interactive sessions. Together, these sources highlight several external dynamics that shape the context in which the IRBC Agreement operates. Key external factors influencing the IRBC Agreement include:

Uncertain EU regulatory developments - Changes in European legislation such as the Corporate Sustainability Due Diligence Directive (CSDDD) and the Corporate Sustainability Reporting Directive (CSRD) have evolved in a more complex manner than anticipated with the final political agreement resulting in a narrower scope and lower ambition than initially agreed upon. While international legislation introduces opportunities for alignment, the long and protracted negotiation process has created uncertainty for companies. Shifting timelines, narrowed scopes, and political compromises at EU level complicate companies' planning horizons, influence how rapidly they can progress in deeper HREDD steps and affect the coherence between the IRBC

[22] Mayne, J. (2015). Useful theory of change models. Canadian Journal of Program Evaluation, 30(2), 119–142. https://doi.org/10.3138/cjpe.230

Agreement and mandatory frameworks. The subsequent move towards regulatory simplification and partial deregulation at the European level risks weakening incentives for the adoption and deepening of HREDD practices - an evolution that could not reasonably have been anticipated at the start of the IRBC Agreement in 2023.

Sector heterogeneity - The Renewable Energy sector consists of companies that differ significantly in size, leverage, geographical scope, HREDD maturity, risk exposure and position in the value chain, particularly along the wind–solar divide. These structural differences, highlighted consistently in interviews, condition what companies can realistically achieve within the IRBC Agreement's time horizon. For example, solar companies face stronger price pressure, more complex subcontracting chains, and possess on average less HREDD maturity, making HREDD practices more difficult to implement.

Global supply-chain complexity and geopolitical dynamics - The global supply chains for wind and solar technologies are highly concentrated, especially in upstream stages involving key minerals such as copper, lithium, manganese, nickel, iron and other transition minerals used in components like photovoltaic cells and magnets. A large share of these minerals is extracted in high-risk contexts and dominated by a small set of powerful actors, with 60% of recorded allegations linked to just 20 companies.[23] Interviewees frequently flagged the dominance of China as a major structural constraint affecting transparency, leverage and the ability to verify or mitigate severe risks. This is consistent with sector data showing that no solar panel manufacturer currently discloses its full supply chain, limiting companies' ability to address forced labour- risks in its supply chain, particularly linked to the Xinjiang region.[24] These conditions are external to the IRBC Agreement yet directly influence whether companies can progress on their HREDD implementation, particularly on Step 3 (mitigation) and Step 6 (remediation).

Rapid sector growth and evolving technology - The expansion of the global renewable energy sector may lead to increasingly complex or shifting supply-chain configurations, extending beyond the initial scope of the IRBC Agreement of wind and solar. For example, batteries are becoming a crucial component of the energy transition, with deeply interlinked mining-based supply chains that face many of the same human-rights and environmental risks as wind and solar.[25] Green hydrogen and related technologies are also emerging areas of interest, and discussions on whether to expand the IRBC Agreement's scope vertically are ongoing. In the survey, 25% of respondents indicated that including these sectors should be a high priority. This technological and market dynamism introduces uncertainty about which risks will become most material over time and complicates consistent monitoring, prioritisation, and agenda-setting within the IRBC Agreement.

Broader economic shifts - Macroeconomic trends, such as commodity price fluctuations, trade restrictions, geopolitical tensions, inflation, and supply disruptions, affect procurement decisions, contracting structures, and supplier behaviour. Interviewees highlighted that price competition, especially in the solar sector, often constrains companies' ability to choose more responsible suppliers or to invest in deeper traceability..

[23] Avan, C., & Racionero Gómez, B. (2025, May). *Transition minerals tracker: 2025 global analysis*. Business & Human Rights Resource Centre. https://media.business-humanrights.org/media/documents/2025_Transition_Minerals_Tracker_EN.pdf

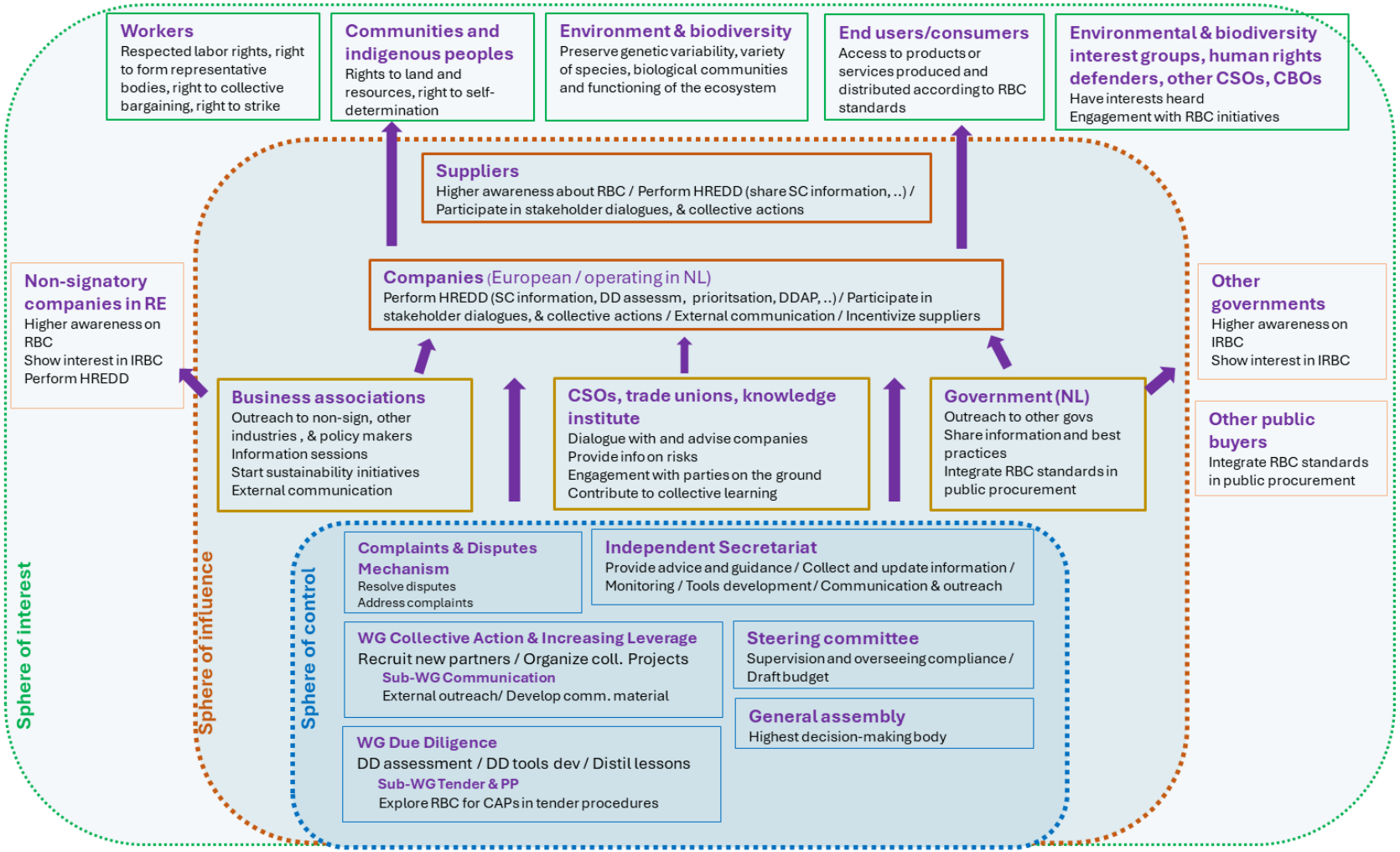
[24] Business & Human Rights Resource Centre. (2025, September). Renewable energy and human rights benchmark 2025. https://media.business-humanrights.org/media/documents/2025_Renewable_Energy_Benchmark.pdf

[25] International Energy Agency. (2021). *The role of critical minerals in clean energy transitions*. https://www.iea.org/reports/the-role-of-critical-minerals-in-clean-energy-transitions

Evolving public debates and sentiment on human rights and sustainability - Media and political attention to issues such as forced labour, biodiversity loss, and raw-materials governance, together with broader societal expectations around sustainability, continue to shape reputational incentives and corporate risk appetites. Recent years have also seen a decline in how prominently CEOs publicly prioritise sustainability.[26] While the IRBC Agreement cannot control these debates, their salience can amplify or weaken intrinsic motivation for companies to advance HREDD.

[26] Bain (2025, September). *Embracing the "do-say" gap*. https://www.bain.com/insights/embracing-the-do-say-gap-ceo-sustainability-guide-2025/

FIGURE 5 Theory of Change of the IRBC Agreement



* Source: Authors' composition

4 FINDINGS OF THE MID-TERM EVALUATION OF THE IRBC AGREEMENT

This section assesses the implemented activities and outputs, the functioning of the multi-stakeholder architecture in terms of the governance structure and the roles agreed by the parties, and the progress toward objectives along the four IRBC Agreement pathways. The analysis is structured by the Theory of Change (ToC) presented in Chapter 3 and triangulates qualitative and quantitative evidence gathered through interviews, surveys, document review, and outcome harvesting (see Section 1 for methods). The chapter therefore distinguishes between results in the sphere of control (outputs), sphere of influence (behavioural outcomes), and sphere of interest (emergent societal effects).

4.1 Activities

Over its first 2.5 years, the IRBC Agreement succeeded in generating an extensive set of activities and outputs. Together, these constitute a credible shared knowledge and tool base that is widely valued across Parties. A shared strategy for external communication was created, and collective actions enabled active multistakeholder engagement, drawing on company practices, CSO insights, and research expertise.

The evaluation finds that the breadth of materials developed, ranging from due-diligence toolboxes to thematic knowledge sessions and outreach efforts, reflects a high level of activity within the sphere of control, and has created the enabling conditions for change among companies and other actors. At the same time, the rapid expansion of outputs has also introduced challenges of prioritization, incentives, monitoring, and transparency, which increasingly shape how Parties perceive the value of these efforts.

4.1.1 A comprehensive and relevant shared knowledge base

The IRBC Agreement produced a wide array of tools, guidance materials, and learning formats that are consistently viewed as highly relevant by Parties.

These include:

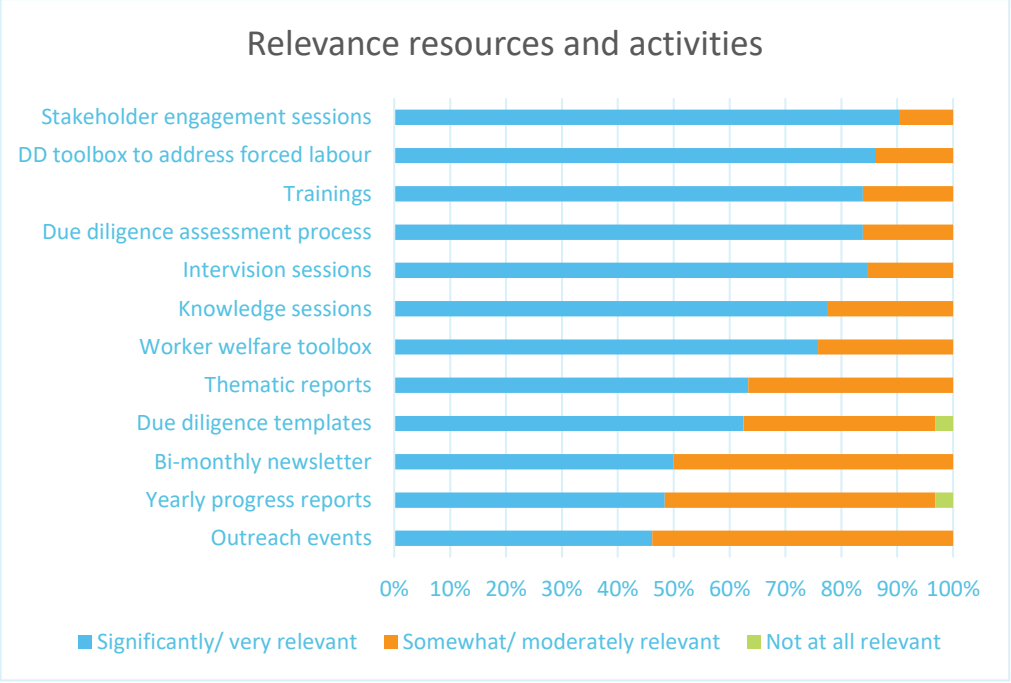
- **Three extensive toolboxes** (Due Diligence, Forced Labour, Worker Welfare) that translate complex RBC standards into operational guidance. Companies report that the hands-on templates, examples and process guidance are very useful for structuring and operationalizing HREDD systems, particularly for smaller and medium-sized companies in the solar sector.
- **Over 20 knowledge and information sessions**, covering issues ranging from rare earth minerals and offshore and onshore environmental impacts to migrant labour, transparency challenges, and doing business in China.
- **Communication materials** and outreach tools, including brochures, infographics, and a communication strategy, which help articulate a shared identity for the Agreement.
- **Public reports that document annual progress of the IRBC Agreement and provide**

and aggregated overview of the progress, gaps and best practices of HREDD activities of the signatory companies, based on the HREDD maturity assessment process.

Survey data show consistently high relevance scores for all core HREDD instruments, with hands-on and interactive formats scoring particularly strongly (**Fout! Verwijzingsbron niet gevonden.**). Companies especially value the practical nature of these tools, while CSOs point to the unique opportunity of interactive sessions to create cross-stakeholder learning and exposure. However, interviews indicate that this potential relevance is not always realised in practice. Not all resources or sessions are equally pertinent to every company, meaning that the perceived usefulness varies depending on a company's maturity level, position in the value chain, and immediate priorities. This uneven match between the intended purpose and the actual engagement or interest of companies at times leads to frustration among CSOs, who feel that their contributions during working groups or other sessions are not always met with the level of preparation or interaction from companies needed for deeper dialogue.

Taken together, this knowledge base has activated the multi-stakeholder nature of the IRBC Agreement: it brings together diverse viewpoints, fosters exchange, and creates shared language around risks, expectations, and practice.

FIGURE 6 Survey responses on relevance of resources and activities (N= 32*)



Stakeholder engagement sessions are facilitated dialogues in which the Parties to the IRBC Agreement engage with rights-holders, CSOs and other stakeholders to deepen their understanding of human rights and environmental risks in renewable energy value chains.
Intervision sessions are peer-learning sessions in which companies share dilemmas with other Parties to the IRBC Agreement and jointly explore practical solutions.

* *32 respondents answered this question. For representational clarity, responses marked 'No idea' were excluded from the figure. The number of 'No idea' responses ranged from 0 to 6 depending on the resource or activity in question.*

Source: Authors' composition

4.1.2 Collective actions show high potential, but also surface divergent priorities

Overall, collective actions emerged as one of the IRBC Agreement's most promising mechanisms for sector-level impact, yet it has proven to be challenging to align priorities and expectations between Parties.

A broad range of topics have been explored as possible collective actions. These explorations covered specific minerals or metals (such as lithium, bauxite, mica, nickel or copper), sometimes with a country-specific focus (e.g. China, Indonesia or Peru), a sector-specific focus (such as the solar focus group or the battery discussions), specific human rights and biodiversity issues (child labour, worker welfare, excessive working hours) and mining in key biodiversity areas or more systemic issues such as supply chain transparency or engaging with voices on the ground.

Of these broad explorations**, nine topics have progressed beyond the exploratory phase** into active workstreams. These are:

- small scale copper mining Peru project
- large scale copper mining project in Peru and Chile
- Indonesia nickel project
- project on supply chain traceability through blockchain and AI
- worker welfare project
- research on use of mica
- battery discussions and potential project on lithium
- Globalworks research and follow up activities on forced labour and working conditions in China
- study on child labour in critical raw materials

For each of these topics, a taskforce of IRBC Agreement Parties has been established, a lead organisation identified, expectations for company contributions have been defined, and one or more concrete activities have been implemented. Taskforces vary considerably in composition: some consist primarily of signatory companies, others mix companies and CSOs, and several are led solely by a CSO or expert organisation.

The activities carried out within these workstreams also differ in scope and intensity. They range from commissioning research studies (e.g., mica, child labour, Indonesia nickel), to developing practical tools (e.g., worker-welfare toolbox), conducting desk research, activities to address upstream impacts and organising multi-stakeholder brainstorming sessions or dialogues.

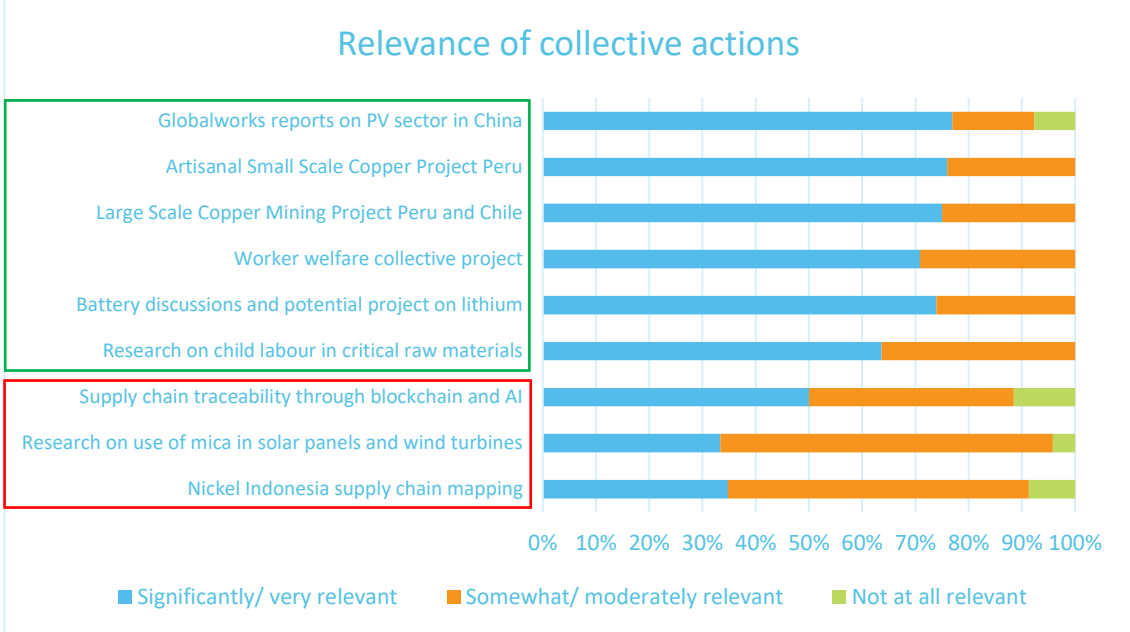
The evaluation finds that the **relevance of collective actions is rated divergently**, as seen on Figure 7. While the mining projects, Globalworks reports, battery discussions and worker welfare project score significantly high, supply chain traceability through blockchain and AI, child labour in critical raw materials and have a mixed score, and nickel and mica projects score relatively low. A more in-depth analysis of the relevance, design and perceived added value of these collective actions is presented in Section 4.3.4. Insights from the interviews as well as explanatory notes from the survey reveal the underlying tensions of these diverging scores:

- **Risk prioritization**: companies prioritize issues that are closely connected to their own operations or immediate business activities. This explains, for example, why the worker-welfare project is highly valued by companies: it deals with workers directly under their control or within their contracting chains, making the risks visible, tangible, and

actionable. CSOs on the other hand, prioritize issues based on severity and vulnerability of rights-holders. From this perspective, child labour for example, is a highly salient concern. However, companies often struggle to link child labour risks to their direct supply chains, which makes the issue feel more distant and less actionable, thereby lowering perceived relevance.

- **Perceived feasibility and impact:** for example, companies view initiatives such as blockchain-based traceability as highly relevant because they promise operational improvements or efficiency gains. This is particularly the case for companies with large and complex supplier bases, where such tools can become a prerequisite for implementing effective due diligence processes at scale. In this sense, technical solutions can play an important enabling role in generating impact, even if this impact is more indirect. CSOs, however, note the lack of demonstrated impacts of such initiatives for workers or communities. From their viewpoint, technical tools without clear downstream effects may appear less impactful. In addition, CSOs note that such initiatives are often costly, and express doubts about their transferability from current applications in the wind sector to other value chains, such as solar and batteries.
- **Relevance of niche issues:** some topics (e.g. mica, nickel) are seen as urgent by (part of the) CSOs because documented human rights abuses and environmental damage exist in these supply chains and addressing them aligns with their wider mandate. Companies, however, may consider these topics less relevant if they use only small volumes of the material or have limited influence over upstream suppliers.

FIGURE 7 Survey responses on relevance of collective actions (N=32*)



* *32 respondents answered this question. For representational clarity, responses marked 'No idea' were excluded from the figure. The number of 'No idea' responses ranged from 0 to 6 depending on the resource or activity in question.*

Source: Authors' composition.

4.1.3 Information gaps hinder a shared understanding of progress

While acknowledging the volume and quality of the outputs, the evaluation identifies gaps in the monitoring of the uptake of knowledge products and other outputs. Together with the restricted transparency (see section 4.2.2) regarding the RBC performance of individual companies, this implies that Parties do not always have a shared understanding of progress, nor have shared insights about critical areas which deserve attention.

Limited monitoring or documentation of how tools, templates, and knowledge sessions are used or translated into practice by companies, limits the learning potential of these activities. For example, while respondents were all positive about the quality of the Worker Welfare toolbox, information was lacking about what companies had done or were planning to do with it. The evaluation documented some anecdotical evidence (see Box 6), but a good overview of the uptake is missing. Without these feedback loops, it is difficult for CSOs to tailor knowledge sessions more effectively or to facilitate meaningful exchanges between stakeholders.

At the same time, it should be noted that the use and assessment of the Worker Welfare tools is still ongoing: the tools were piloted in 2025, and their evaluation is currently underway. The results of this evaluation are expected to be discussed in the Working Group on Collective Actions and Increasing Leverage (WG CAI) in June 2026. Until such processes mature and are systematically documented, the absence of a shared sense of progress, risks affecting the motivation of companies and other stakeholders over time.

4.2 Governance structure and the roles of the different parties

The governance system provides a solid and trusted foundation for the functioning of the IRBC Agreement, constrained, however, to some extent by uneven participation and unclear role boundaries.

The IRBC Agreement is supported by a governance system that is institutionally robust, inclusive in its design, professionally managed, and widely regarded as trustworthy. These strengths have been central to enabling the IRBC Agreement's early progress and continue to hold the initiative together. While the basic governance set-up is solid, several challenges require attention: addressing information asymmetries, unclear role boundaries, and insufficient strategic engagement by part of the companies and CAPs, which currently limit the Agreement's ability to fully leverage its multi-stakeholder potential.

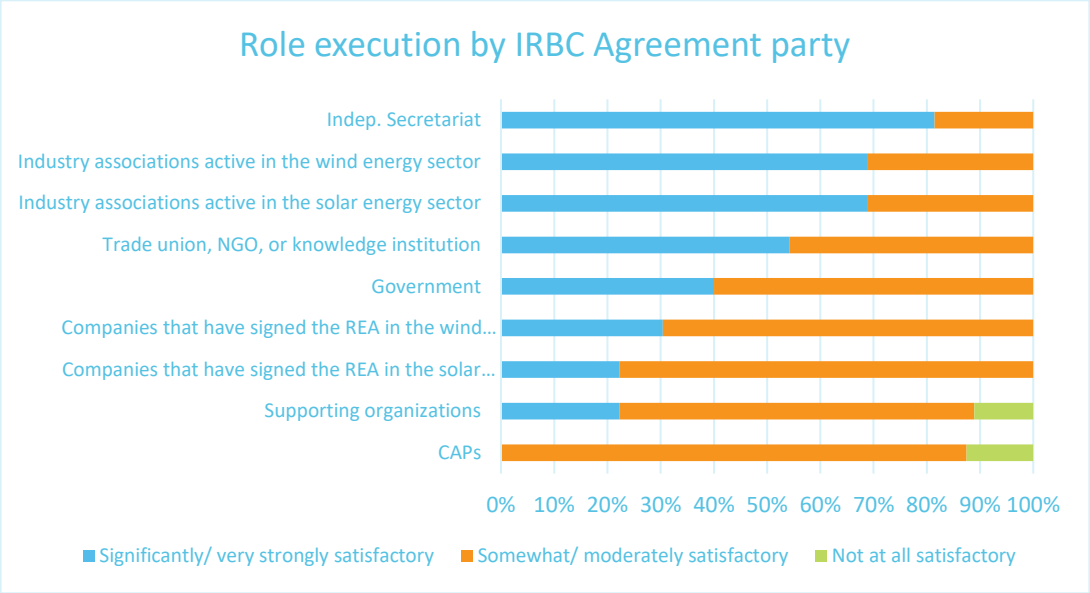
The effectiveness of the governance system can be understood along two dimensions: how well the different Parties execute their roles, and how well the governance structures themselves function. The findings below reflect this distinction.

4.2.1 Role execution by the parties

The appreciation of the role execution by the different Parties provides a mixed picture (Figure 8). The Independent Secretariat and the industry associations score most positively in the survey,

followed from some distance by the trade unions, NGOs and knowledge institution. The role of the government is looked at slightly more critically (less than halve give a positive score). The companies, supporting organizations and the contracting authorities are scored the most critically. From the feedback in the survey and the interviews emerges that the (absence of) active participation from these Parties plays a critical role.

FIGURE 8 Survey responses for role execution by IRBC Agreement party (N=32*)



('Supporting organizations' consist of banks, impact investors or associations related to wind and solar energy.)

* *32 respondents answered this question. For representational clarity, responses marked 'No idea' were excluded from the figure. The number of 'No idea' responses ranged from 0 to 6 depending on the resource or activity in question.*

Source: Authors' composition.

a) Independent Secretariat and internal IRBC Agreement structures

The Independent Secretariat plays a central coordinating, facilitating and monitoring role across virtually all pillars of implementation, as an essential component of the IRBC Agreement's governance architecture. It operates alongside, and in connection with, the Parties, the Steering Committee, the General Assembly, the Complaints and Disputes Committee, and two core working groups: Due Diligence and Collective Actions and Increasing Leverage. The working group Communication is an ad-hoc working group that falls under Collective Actions and Increasing Leverage Working Group. A sub-working group on Tender and Public Procurement was set up under the Due Diligence Working Group but is no longer active. Within this structure, the Secretariat provides advice and guidance, collects and updates information, and performs monitoring, tools development, communication and outreach functions. It supports the Steering Committee in supervision and budgeting, services the General Assembly as the highest decision-making body and ensures linkages between working groups and the complaints mechanism.

Operationally, the Secretariat coordinates the implementation of the IRBC Agreement through dozens of recurring activities across at least six process streams, translating company-level inputs

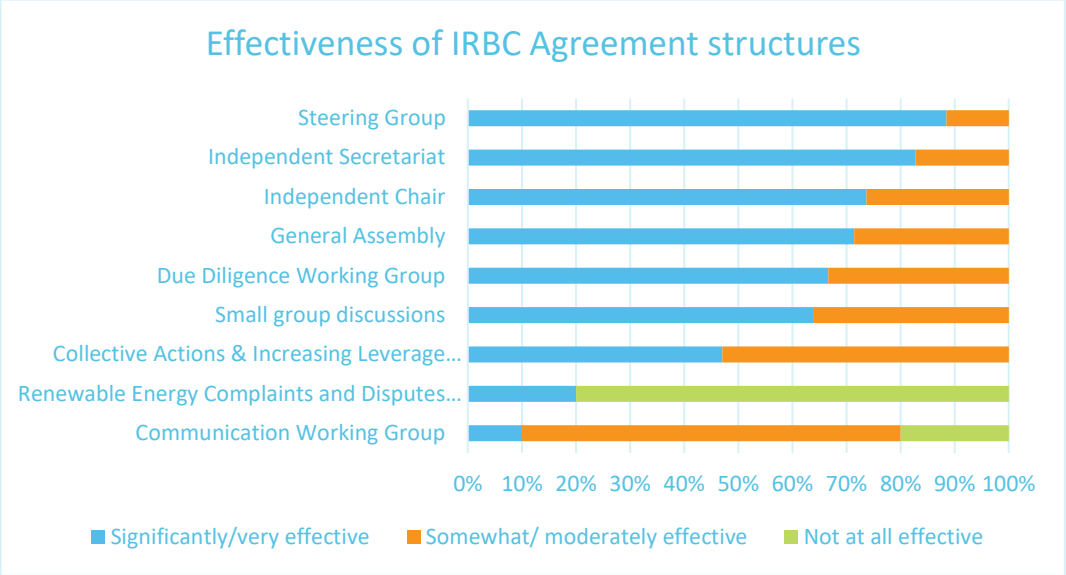
into aggregated insights for collective leverage and tender-related discussions. Overall, the Secretariat ensures coherence and continuity while leaving substantive ownership with Parties and working groups.

Across interviews, surveys, and workshop discussions, **the performance of the Independent Secretariat stands out as a central strength of the IRBC Agreement.** Stakeholders highlight the high responsiveness and accessibility, professional facilitation of meetings, competence in due-diligence guidance and tool development, facilitating multistakeholder engagement, and effective communication and coordination.

While Figure 8 assesses how Parties are perceived in executing their roles as actors within the IRBC Agreement, this subsection examines how the effectiveness of the broader governance structures is appreciated (Figure 9). These structures, most notably the Steering Committee, General Assembly, Working Groups, and the Independent Secretariat in its structural role, form the operational backbone of the Agreement. Their effectiveness determines the quality of coordination, decision-making, and learning in the sphere of control.

Steering Committee and Independent chair – The Steering Committee provides oversight, prioritisation and legitimacy, but not as a hands-on implementing actor. Respondents note that it plays an important role in supervising progress, endorsing collective projects and budgets, and balancing interests between companies and CSOs. At the same time, several interviewees observe that the Steering Committee, while understandably mainly operates at a strategic and procedural level, it seems to have limited capacity to drive follow-up or resolve operational bottlenecks such as unclear ownership of collective actions, uneven company participation and capacity constraints (see section 4). Respondents value the Chairman's role in bridging interests, maintaining momentum and safeguarding the link with public policy. In this way, he acts as an independent figure who lends authority, continuity and political weight to the IRBC Agreement.

FIGURE 9 Survey responses on effectiveness of IRBC Agreement structures (N=32*)



* *32 respondents answered this question. For representational clarity, responses marked 'No idea' were excluded from the figure. The number of 'No idea' responses ranged from 0 to 6 depending on the resource or activity in question.*

Source: Author's composition.

Working groups - Overall, the working groups vary markedly in effectiveness, with some functioning as strong engines of learning and coordination while others struggle due to uneven participation and unclear mandates.

When looking at the working groups specifically, the evaluation finds that (Figure 9):

- WG Due Diligence functions well and is widely appreciated;
- Small-group discussions are valued as safe, practical learning spaces;
- WG Collective Action & Increasing Leverage receives mixed assessments, largely due to uneven company participation and divergent priorities as explained above;
- WG Communication is currently perceived as inactive and therefore ineffective. However, the Independent Secretariat clarifies that this should be seen as an ad-hoc group created in the starting phase of the IRBC Agreement with the task of developing a communication strategy, which makes it less relevant now.

The disparities in working-group functioning mirror the broader dynamics of engagement and capacity across IRBC Agreement Parties.

Renewable energy complaints and disputes committee (RECDC) - The RECDC, while established as the IRBC Agreement's independent complaints and dispute mechanism, has not yet received any cases, making its effectiveness difficult to assess in practice. At his point, it serves mainly as an element of the formal accountability architecture, rather than as an actively used remedy channel. Interviewees do not cite concrete examples where it influenced behaviour, resolved disputes, or triggered corrective action.

b) Companies: high variability and uneven participation

Uneven participation is a well-known challenge in many multistakeholder initiatives with companies. In the case of the IRBC Agreement, this phenomenon is **less visible in the HREDD maturity assessments**, with most companies trying to gradually improve their compliance with the assessment framework. This is reflected in the fact that, of the 33 companies assessed for HREDD maturity in both 2024 and 2025, only two did not show an improvement in their overall score.

Large differences in participation are especially noticeable in how companies engage during **knowledge sessions and intervision sessions**, and in whether they join one or more **collective actions**. In the working groups, participation follows a differentiated pattern: some companies participate almost consistently, others attend most or several sessions, while a third group participates only sporadically or almost not at all. For the knowledge and intervision sessions, exact participation figures are not available. However, based on interview evidence, there are strong indications that only a rather limited number of companies (either frontrunners or companies with a high intrinsic motivation) drive and participate in the collective projects. A more diverse group of companies has presented during learning-oriented events, but respondents reported that only part of the companies actively engage during those sessions. Limited participation might be linked to capacity constraints of smaller companies, especially in the solar sector, however, the problem is more systematic than one of company size. Several of the larger companies are participating in a minimal way, without active inputs in the sessions, or inconsistently, resulting in fragmented engagement, with periods of activity followed by inactivity that disrupt continuity. Respondents saw a link with the limited motivation of companies that joined the IRBC Agreement mainly because membership became a way of complying with the award criteria related to IRBC in offshore wind energy tenders of the Dutch government.

Aside from the uneven participation, the evaluation observes **substantial differences in the profile of the company representatives** participating in the activities. Participation in the IRBC Agreement is largely driven by **sustainability and ESG officers**, who act as the main entry point for most activities. They are consistently described as leading involvement in plenary meetings, working groups, maturity assessments and knowledge sessions, and as coordinating internally across departments. In several companies, these sustainability managers are also part of the management team. Despite their central role, respondents note that these roles are often under-resourced, particularly in SMEs, which limits follow-up and continuity. **Supply-chain, procurement and compliance staff** participate more selectively, mainly in hands-on and technically focused activities such as due-diligence workshops, supplier assessments, traceability pilots (e.g. blockchain/AI), and mineral-specific projects (copper, aluminium, nickel). Their engagement is valued for operational relevance but is often described as episodic and closely tied to perceived business relevance. Senior management is generally less visible in day-to-day IRBC Agreement work. **Management** engagement concentrates on strategic moments, notably when participation is linked to tender requirements, reputational risk or major strategic decisions, and through steering-committee representation. In addition, during monitoring assessment interviews, the secretariat typically requires participation at management or director level, and a large share of companies complies with this requirement. Overall, however, operational responsibility is largely delegated. Several respondents point to a **structural gap**: technical staff and site-level managers (e.g. construction, offshore wind operations), who are central to addressing OSH and labour risks,

are rarely directly involved. This uneven participation is seen as a constraint on translating IRBC Agreement commitments into consistent practice.

These participation gaps, particularly large differences in engagement between companies, create **frustration among the civil society actors and the frontrunner companies** and weakens the multi-stakeholder character of certain discussions, especially around collective actions. It also raises questions about fairness: companies with limited engagement still benefit from participation in the IRBC Agreement, including eligibility advantages in tenders in the case of the offshore wind energy sector, while not contributing meaningfully to the initiative.

Views differ on how this should be tackled. Part of the respondents argue that the assessment framework should be amended to better recognize (or penalize) persistent passivity; others emphasize the strategic value of maintaining a broad group of signatories, even if part of them is less active.

c) Civil society actors: valued, but constrained

NGOs and trade unions are highly valued for their substantive expertise and their role in surfacing on-the-ground perspectives. However limited CSO capacity constrains how deeply they can engage; companies and CSOs often express different expectations about collaboration, especially around collective action; some CSOs feel they are “navigating in the dark” due to restricted access to company data; and CSOs are frustrated about the inconsistent company participation, which makes it difficult to have meaningful exchanges in sessions where their contributions would be most valuable.

The IRBC Agreement stands out from other multistakeholder initiatives through its **comprehensive representation of civil society actors** and a knowledge institution. Three civil society groups can be distinguished in the IRBC Agreement: NGOs (IUCN NL, Oxfam Novib, The North Sea Foundation[27], Terre des Hommes NL); trade unions (FNV, CNV International) and a knowledge institution (Danish Institute on Human Rights, DIHR). Aside from this, other civil society organisations, some of which are partners of the Dutch-based CSOs, play roles in studies, knowledge sessions, and the collective actions.

Three types of civil society parties

The **trade unions (CNV International and FNV)** focus mainly on the implementation of labour rights upstream and downstream in the value chains. Their concrete contributions include leading or co-leading decent work scans, OHS assessments, and mine- or site-level engagement in the large-scale mining (LSM) copper project[28], leading explorations for a potential lithium project in Argentina or Chile, and contributing to specific tools or initiatives, such as the worker-welfare initiatives. Respondents emphasise that trade unions add legitimacy on wages, freedom of association and collective bargaining, and are crucial for translating abstract due-diligence commitments into negotiable, operational demands. Within this, CNV International is more operationally present in upstream projects through its international mandate and direct engagement with local unions and mine-level actors. FNV, while also engaged in upstream

[27] At the end of February 2026, the North Sea Foundation submitted a notice of termination, citing a strategic shift in its priorities and limited capacity. Its role as a Party to the Agreement will be removed from the IRBC website as of 1 July 2026.
[28] This collective action project was still to be launched in April 2026.

initiatives such as the lithium exploration, has a role that, due to its representation in the IRBC Agreement, is more strongly anchored in downstream challenges within the renewable-energy sector, including offshore wind, ports, construction and installation activities in the Netherlands. FNV's engagement therefore centres on governance, sectoral dialogue and institutional representation, with active involvement in steering-committee discussions and links to domestic worker constituencies, while upstream mining risks are acknowledged but largely addressed through partners. They do share similar challenges, including capacity constraints, ensuring that in-depth engagement with companies does not compromise the union's independence, differing mandates between national and international union work, and the difficulty of ensuring sustained company follow-up after collective analyses.

NGOs that are Parties (Oxfam Novib, The North Sea Foundation, Terre des Hommes Netherlands and IUCN NL) play critical roles in raising systemic issues (e.g. critical minerals, just transition, biodiversity), both from an environmental and social perspective. Oxfam Novib complements the role of trade unions in focusing on the situation of communities connected to RE value chains, while IUCN NL brings a focus on biodiversity impacts and the rights of Indigenous Peoples and Local Communities (IPLC) near mining sites. Together, they are contributing to collective project design, and safeguarding alignment with international standards, while expressing concern that the IRBC Agreement risks remaining overly process-oriented. Respondents value their normative pressure and strategic framing but also note tensions around limited CSO capacity and frustration about slow movement from studies to impact.

The **knowledge institution DIHR** occupies a distinct technical and advisory role. Interviewees consistently refer to DIHR's contribution through due-diligence tools, training, grievance-mechanism guidance and worker-welfare materials. DIHR is appreciated for translating OECD and UNGP standards into practical instruments. In the context of the lithium project, DIHR is expected to play an additional role by bringing in expertise on indigenous communities in the Lithium Triangle, notably through the Indigenous Peoples' Navigator—a practical, hands-on tool—and by serving as an important link to local Indigenous communities and NGOs. However, its role is seen as supportive rather than directive, with limited influence over whether companies act on recommendations.

Joint functioning of civil society actors

Civil society actors are described as operating in a (loosely) coordinated but complementary ecosystem, rather than as a unified bloc. Collectively, they contribute to **shaping the IRBC Agreement as more than a company-driven process** by injecting normative expectations, expertise and implementation pathways. Respondents frequently stress that the presence of all three actor types in the same governance space is a distinctive strength of the Agreement. In the **initial period**, their roles focused mainly on agenda-setting, risk identification and knowledge generation, with a strong emphasis on mapping, studies and awareness-raising. Several interviewees describe this phase as learning heavy. Over time, the composition broadened, notably with the later entry of Oxfam Novib as a Party. At the same time, companies note that a new CSO brought a "fresh" and sometimes more critical perspective, which increased ambition but also raised questions around pace and feasibility. Together, civil society actors see their role beyond risk assessment and mapping, and therefore stress the importance for clearer prioritisation, stronger follow-through and measurable impact.

Shared challenges emerge clearly. All three types of civil society actors face **capacity constraints**, with limited staff time relative to the number of working groups, projects and meetings. The available funding, especially through RVO, is perceived as too limited to play their role optimally. These capacity constraints have become more visible as CSO roles have expanded and the number of signatory companies has increased, while coordination challenges have become more pronounced with the growing number of participating companies .

. Interviews also reveal a common frustration with the **slow translation of analysis into action**: studies, mappings and tools are produced but follow-through depends heavily on company uptake. In addition, all civil society actors **struggle with limited access to company-specific data**, which constrains their ability to steer or prioritise interventions.

d) Government actors: mixed engagement

Respondents tend to describe the Dutch government as a central enabling and anchoring actor in the IRBC Agreement, but with a role that is both powerful and constrained.

First, the government is widely seen as providing critical leverage through public procurement and tenders. Several respondents note that embedding IRBC requirements in offshore wind and renewable-energy tenders was decisive in motivating company participation and sustaining engagement. This link is repeatedly described as giving the IRBC Agreement credibility, urgency and “teeth”, beyond a purely voluntary initiative.

Second, the government is viewed as an important convenor and signal-setter, lending political legitimacy to the IRBC Agreement and reinforcing expectations that HREDD is becoming “the new normal”, especially in light of CSRD, CSDDD and Forced Labour Regulation.

At the same time, respondents highlight limitations. Ministries are described as unevenly present and sometimes cautious, particularly on geopolitically sensitive issues such as China and critical minerals. The Dutch Ministry of Foreign Affairs is the most consistently physically present in IRBC Agreement structures, whereas involvement from the Dutch Ministry of Economic Affairs and Climate Policy is perceived as more limited. This uneven physical visibility affects Parties’ perceptions of governmental leadership, particularly on complex topics such as forced labour in China or the expansion of the integration of RBC criteria in tenders, especially for the solar energy sector. Several interviewees stress that the IRBC Agreement cannot substitute for clearer government policy, regulation and coordination at EU level, and that some challenges exceed what companies and the Agreement can resolve alone.

Overall, the Dutch government is seen as indispensable for leverage and legitimacy, but not yet exploring all the options it has its disposal to further the agenda of the IRBC Agreement.

e) Limited involvement of contracting authorities (CAPs)

CAPs consistently score lowest in role execution. Their absence or limited participation is widely viewed as a missed opportunity, particularly because they hold potential leverage through procurement, their involvement could strengthen the demand-side incentives that the IRBC Agreement relies on and their limited visibility raises questions about whether procurement commitments are being operationalized.

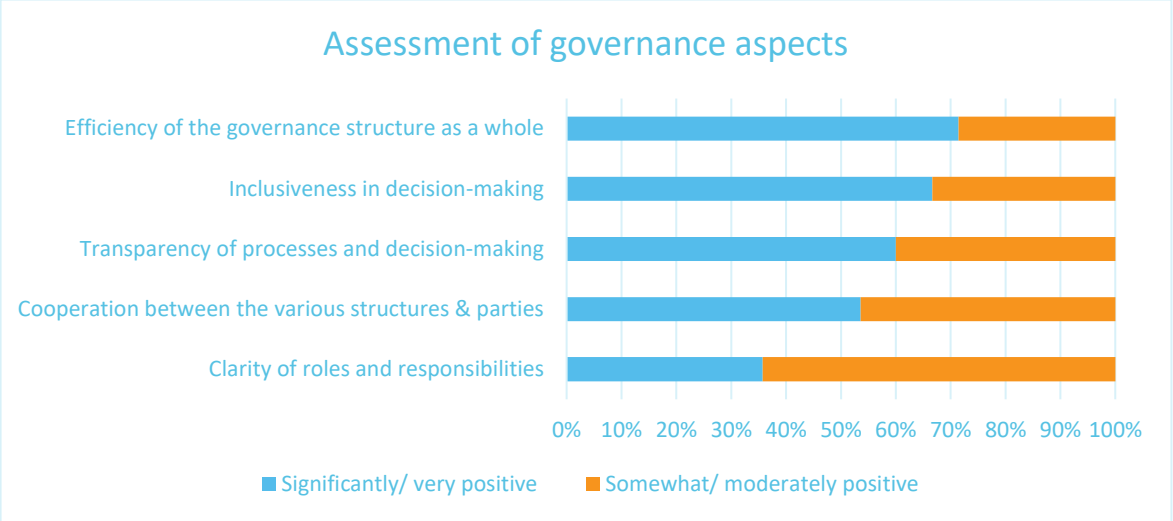
The current under-engagement of CAPs **weakens one of the IRBC Agreement's core pathways**: the integration of RBC criteria into tendering and public procurement.

4.2.2 Cross-cutting governance aspects

While the governance environment is largely perceived as efficient, inclusive and transparent (Figure 10), the interviews also point at challenges for each topic. In addition, many respondents tend to be more critical about the role division, hinting at ambiguities in the governance of the collective action projects.

Constrained transparency – The positive assessments of transparency relate to daily management of the IRBC Agreement, with transparent procedures around decision-making, agendas and formal reporting, which is also reflected in the trust-based environment in meetings. At the same time, the transparency is also experienced as constrained by civil society actors, with remarks centring on the lack of transparency related to the scores and documentation of how individual companies perform in the Maturity Assessment Process, which is perceived by them as a "black box". This results in an information asymmetry primarily between companies and other Parties (notably civil society actors), as companies have access to their own detailed assessments, while other stakeholders only have insight into aggregated results presented in the monitoring progress report. Without access to company-level documentation, analyses and scores, these stakeholders face difficulties in assessing how individual companies are progressing and where risks are concentrated along the supply chain, which complicates defining their own role and priorities within the IRBC Agreement. Some respondents indicate that higher levels of transparency could be achieved for all Parties on the basis of non-disclosure IRBC agreements, however, as all Parties are already bound by the Confidentiality Protocol, the issue is less one of formal confidentiality requirements than of willingness to share information and the level of trust among Parties. TruStone, the IRBC initiative on natural stone, provides an alternative example of how higher levels of transparency, including sharing action plans for companies of category C2, can be achieved even for the broader public.

FIGURE 10 Survey responses on assessment of governance aspects (N=32*)



* *32 respondents answered this question. For representational clarity, responses marked 'No idea' were excluded from the figure. The number of 'No idea' responses ranged from 0 to 6 depending on the resource or activity in question.*

Source: Authors' composition.

Efficiently run, but time and process-intensive – The positive appreciation of efficiency comes from the professional and well-structured approach in organizing meetings, actions and events. For example, multiple company respondents state that the maturity assessment cycle, working groups and steering-committee processes are clear and predictable, and that agendas, documentation and follow-up are generally well prepared. However, several respondents also refer to the heavy intensity of the process. Companies (especially SMEs) state that the administrative burden and number of parallel processes reduce efficiency, and that progress from studies to action is slow. This information overload, with a stream of information coming from multiple knowledge sessions, working groups, studies, and tools, makes it difficult for part of the Parties to keep track of outputs or understand which sessions are most strategically relevant. Aside from the quantity of the outputs, it is also the nature of the materials that can become demotivating for part of the companies. Some companies report frustration of being exposed to ever more studies that flag social and environmental risks and impacts, but with limited tools and/or leverage to start addressing them. As the expectations for attendance and uptake are not always clear to them, they continuously assess if it is worth attending or not, with the level of practicality of an output as an important indicator for attendance.

The **inclusiveness** of the IRBC Agreement was already discussed in section 4.2.1.

The **lower scores for role division** seem to relate largely to the collective actions and the overall division of labour between the secretariat and the Parties. It is argued that the **collective actions** suffer less from lack of ideas than from some level of unclarity of allocation of roles, leadership and follow-up responsibilities, particularly after the planning phase. The evaluation identifies three main underlying issues. Firstly, while collective actions are often jointly identified and endorsed (e.g. in working groups or the Steering Committee), it is frequently unclear who is responsible for driving them forward once approved. Several respondents state that after an initiative is launched, responsibility becomes diffuse between the Secretariat, individual companies and civil society

Parties, resulting sometimes installed momentum. At the same time, for projects financed through RVO budgets, a clear lead organisation is formally designated, as this is a requirement of the subsidy scheme. However, this formal allocation does not always translate into strong, sustained leadership in practice. There are large differences in the momentum of collective actions, which is again linked to the same issue around role division. Some collective actions rely heavily on a small number of motivated actors ("the usual suspects"), while others struggle due to lack of a clearly designated lead organisation or action holder. A contributing factor mentioned is the limited capacity of civil society organizations to take on leading roles. Secondly, the collective actions are now managed as separate projects, with limited interactions between them and rather short timelines. While the LSM project in copper still needs to start at the time of writing the report, some of the parties to these initiatives indicated that there was limited structured interaction[29] with the running ASM project during the design phase of the LSM project, while both initiatives would benefit from this (see also section 4.3.4). In addition, the problems which the collective actions are trying to address, do not easily lend themselves to relatively short project timelines as they require changes of actors and systems at different levels. While a pilot phase is most often useful or even required, the evaluation found limited evidence that there is systematic attention for how these individual projects can be institutionalised or embedded in a long term programme logic. Finally, the Secretariat also has to balance between facilitation and ownership, which can create some ambiguity when other Parties do not assume clear leadership. While it could be tempting under these circumstances to define a more active role for the Secretariat, interviewees did not see that as a viable option.

These uncertainties **risk reducing the overall efficiency of governance for the collective actions and can lead to stalled or fragmented processes.** They also have concrete implications for how collective actions are carried out in practice. While some collective actions are currently initiated and run exclusively by companies, others, such as research projects on nickel or child labour, are initiated and led mainly by civil society organizations. This variation is not problematic in itself and can be justified by the overarching objective of the IRBC Agreement to generate impact in the value chain. In some cases, a more targeted or actor-driven approach may be the most effective way to advance specific issues. At the same time, the absence of broader, multi-stakeholder involvement in certain initiatives—whether company-led or CSO-led—can limit collective ownership and reduce alignment with the wider group of Agreement Parties. This may contribute to challenges in securing sustained engagement, resources, and follow-up, and can therefore be one of the factors underlying stalled or fragmented processes. While the IRBC Agreement defines collective action as involving at least two Parties and does not require all actions to be fully multi-stakeholder in composition, the evaluation suggests that the degree of cross-Party involvement influences how widely supported and sustained such actions are over time.

This ambiguity can partly be explained by the inherently broad scope of the renewable energy value chain and the diversity of supply-chain actors involved. In addition, the unexpectedly high interest from new companies wishing to join created an ad hoc need to establish a new 'Membership Committee' and to develop admission procedures during implementation, rather than having them fully defined from the outset.

[29] The Independent Secretariat indicates that from their side, the same person is following-up on both projects, which should ensure alignment between the initiatives.

Importantly, recent developments signal a collective awareness of the need to address these governance ambiguities. On 17 March 2026, a dedicated brainstorm session was organized “to have an in-depth discussion between companies and CSOs of the IRBC Agreement on common areas of interest for collective impact projects, for the remaining implementation phase”. All Parties were invited to join this session and share their views. In addition, the WG CAI has initiated a new workshop series.

Together, these efforts suggest a growing recognition that clearer role definitions and more inclusive processes will be essential for strengthening the IRBC Agreement’s ability to coordinate action and achieve impact in its next phase.

4.3 Objectives

Overall, the evaluation indicates that the IRBC Agreement is making steady progress across two of the four pathways, while others require further strengthening to reach their full potential.

This section assesses whether the IRBC Agreement is on track to achieve the objectives outlined in Section 3 by examining each pathway individually. The analysis shows that for two of the four pathways—raising awareness and advancing compliance with international standards for IRBC—the IRBC Agreement is progressing well. With respect to the incorporation of RBC principles into public policy and procurement, a clear and encouraging signal has been given, though further strengthening is needed. For the fourth and most ambitious objective—addressing risks and negative impacts within supply chains—evidence of tangible progress remains limited at this stage.

4.3.1 Raising awareness and increasing international signatories

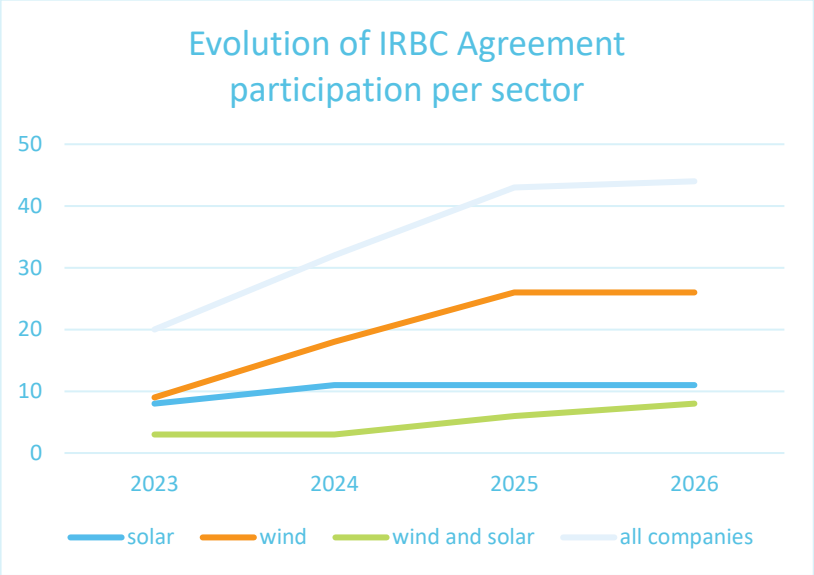
The IRBC Agreement has been highly successful in raising awareness amongst the participating companies and in expanding participation, but this growth has introduced significant strategic and capacity challenges that now require deliberate management.

The IRBC Agreement has clearly succeeded in raising awareness and expanding participation, solidifying its position as a leading MSI in the renewable-energy sector. Yet the rapid pace of expansion has also exposed capacity constraints, governance gaps, and unresolved strategic questions. These challenges require deliberate reflection in the second phase of the IRBC Agreement.

Increased company participation -During its first 2.5 years, the IRBC Agreement demonstrated a strong capacity to raise awareness of responsible business conduct (RBC) within the renewable energy sector and to attract new signatories, particularly in the wind-energy segment. **More than 20 outreach activities were conducted**, including presentations at the UN Forum on Business & Human Rights, engagement with EU governments, exchanges with other MSIs such as the German Sector Dialogue, involvement of Dutch diplomatic missions abroad, and an outreach event in Brussels. These efforts positioned the Agreement visibly within the international RBC landscape and contributed to its growing recognition as a credible and influential initiative (see also section 1). This outreach, undoubtedly reinforced by the inclusion of IRBC criteria in off-shore wind tenders, translated into **substantial growth in participation: the number of company signatories rose from 16 at the start of the IRBC Agreement to 45 by March 2026**, with most of this expansion

driven by the wind-energy sector (see Figure 11). Fifteen companies joined under the national scope and ten under the international scope. This expansion strengthened the IRBC Agreement's market coverage, particularly in offshore wind, and reinforced its reputation as a frontrunner MSI within the sector. As a result of this successful expansion in signatory companies, active outreach activities, such as presentations at international fora, the organisation of dedicated outreach events, and engagement with additional EU governments, have subsequently been scaled down.

FIGURE 11 Evolution of IRBC Agreement participation, per sector



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Source: Authors' composition.

However, the evaluation finds that this successful expansion came with important trade-offs that now shape the strategic direction and operational capacity of the IRBC Agreement. Three interrelated tensions stand out:

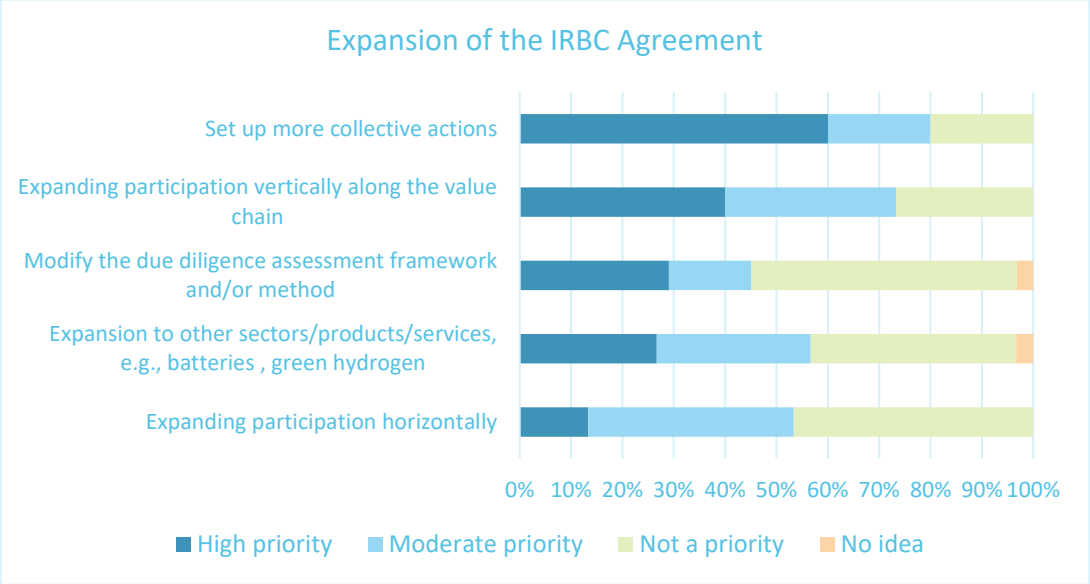
Rapid expansion raised concerns about both capacity and strategic coherence - The unexpectedly high influx of interested companies, created a significant capacity burden for the Independent Secretariat and for CSOs. Managing onboarding, conducting maturity assessments, and supporting new signatories required time and resources not foreseen in the original design. While these capacity constraints led to a (temporary) shift away from more active outreach, this has not halted expansion. Rather, growth has continued through alternative pathways, notably companies encouraging their suppliers and business partners to join the IRBC Agreement. This suggests a shift in the mechanism of expansion—from centrally driven recruitment to more network-based growth—which can also strengthen value chain leverage. At the same time, the rapid expansion also raises questions about participation standards. Parties expressed divergent views regarding whether certain companies, such as those based in high-risk geographies like China, or companies whose public statements were perceived as incompatible with the IRBC Agreement's principles, should be allowed to join. These debates exposed the limits to the admission criteria, which currently do not specify the extent to which a company's operations should be assessed or scrutinised prior to accession.

The creation of a new Membership Committee shows responsiveness to emerging gaps in the original governance design - Due to the rising number of applicants and the absence of predefined vetting procedures, a new Membership Committee had to be established during implementation. This structure was not foreseen in the original governance architecture, and its creation centralized responsibilities that no previous IRBC Agreement had required at this scale. While the Committee helps manage the admissions burden, it also underscores a broader issue: the IRBC Agreement's governance structures were not originally designed for rapid expansion of this magnitude. The need for ad hoc solutions reveals the importance of clarifying thresholds, criteria, and processes for participation in the next phase.

Expansion created new strategic dilemmas about scope and future design - Beyond questions of capacity and governance, the IRBC Agreement's success in raising awareness created new strategic dilemmas (Figure 12):

- **Should the IRBC Agreement expand horizontally into adjacent sectors** (e.g. batteries, hydrogen), given overlapping supply-chain risks?
  Outreach to these sectors has already begun, yet stakeholders are divided on whether such expansion aligns with the core mandate and available resources.
- **Should the IRBC Agreement prioritize depth over breadth?**
  Several Parties argue that adding more signatories, particularly if they remain passive, may dilute focus and strain governance resources, while others emphasize the value of broad market participation for creating collective leverage.
- **How to ensure that expansion does not dilute multi-stakeholder balance?**
  Some CSOs note that increased market coverage must be matched by proportionate CSO capacity, otherwise the IRBC Agreement risks to gradually become industry-driven rather than truly multi-stakeholder.

FIGURE 12 Survey responses on expansion of the IRBC Agreement in the future (N=32*)



* *32 respondents answered this question. For representational clarity, responses marked 'No idea' were excluded from the figure. The number of 'No idea' responses ranged from 0 to 6 depending on the resource or activity in question.*

Source: Own calculations

Taken together, these trends show that the IRBC Agreement's outreach and expansion efforts have been highly successful, but their long-term value will depend on addressing the three strategic dilemmas identified—capacity, admissions, and future scope—so that growth effectively strengthens collective leverage.

4.3.2 Advancing compliance with international standards for IRBC

Overall, the evaluation shows that the IRBC Agreement has driven clear and measurable progress in advancing compliance with international RBC standards, though the depth and consistency of this progress vary across sectors and due-diligence steps. Progress is real and measurable, but focused in early HREDD steps and uneven across sectors and companies, especially related to differences in baseline maturity.

a) A HREDD assessment framework grounded in OECD standards

A key instrument for advancing compliance is the HREDD Assessment Framework, which is explicitly based on the OECD Due Diligence Guidance for Responsible Business Conduct. The framework builds on assessment frameworks of earlier IRBC agreements, but further finetuned for the renewable energy sector within a WG Due Diligence taskforce including solar and wind companies, CSOs, and the Dutch government. It was amended several times before being adopted by the Steering Committee on 11 December 2023. It consists of four overall quantitative questions and 44 targets across the due-diligence cycle, from policy embedding to remediation. A summary of the assessment framework can be found in Annex 2.

Without claiming an exhaustive comparison, the resulting assessment framework is found to be less specific regarding what is expected from companies in some areas compared to, for example, the TruStone 1.0 and 2.0 frameworks. The later one has clear time-bound targets regarding supply chain transparency, and demonstrates higher transparency requirements. While the complexity of natural stone value chains is obviously substantially lower, it does not exclude more ambitious targets in the renewable energy sector[30].

A returning discussion with HREDD assessment frameworks, relates to the extent to which it should only focuses on process aspects or also assess outcomes. The same discussion is present within the IRBC Agreement. The evaluation observed that it was touched upon by both company and civil society actor respondents, indicating that it was not clear how the IRBC Agreements maturity assessment scores compare with similar assessments through other frameworks, e.g. the Corporate Human Rights Benchmark (CHRB) of the World Benchmarking Alliance. Several respondents raised this question, hinting at the fact that companies were generally receiving higher scores under the IRBC Agreement than on some other assessment frameworks. At the same time, it should be noted that such comparisons are inherently partial. The IRBC Maturity Assessment Process draws not only on publicly available information, but also on confidential company documentation and interviews conducted by the Independent Secretariat of the IRBC. In addition, only a limited number of companies participating in the IRBC Agreement are also covered by external benchmarks such as the CHRB, further constraining direct comparability across frameworks. Nevertheless, the evaluation observes that a substantial share of companies, especially in wind energy, reach the higher performance categories: in 2025, approximately 40% of assessed wind energy companies were classified as “advanced” and 32% as “leader.” At the same time, more modest scores and slower progression are observed in specific due diligence steps, particularly Steps 3, 4, and 6, which relate to risk mitigation, tracking effectiveness, and remediation. Results from the survey mirror these findings: around 5% of companies reported that participation in the IRBC Agreement resulted in significant or substantial changes in how they ensure access to remedy, while fewer than 30% reported such changes in relation to tracking and monitoring.

The evaluation finds that the broader challenge of demonstrating how progress on due diligence processes translates into measurable outcomes on the ground remains. This observation is based on the triangulation of interview insights and a review of available company documentation, in which no consistent or systematic examples were identified that demonstrate clear, attributable improvements on the ground across the sector, despite consistent probing. Some early indications are emerging—for example from the worker-welfare toolbox and preliminary results on occupational health and safety in artisanal mining in Peru—but these remain limited in scale and not yet systematically evidenced. This assessment is made while recognising that the full body of evidence used in the Maturity Assessment Process was not accessible to the evaluators. It should therefore not be interpreted as a lack of evidence underpinning company assessments. Rather, it reflects a well-recognised difficulty in HREDD practice: linking process improvements to observable and attributable changes in risk conditions for workers and communities.

[30] The requirements related to Table 5 (Degree of insight into raw material consumption, environmental impact and value retention in the design, construction, operation and decommissioning of the wind farm) in the offshore wind tender demonstrate the possibility of advanced value chain analysis.

In this context, the evaluation notes a potential risk of “premature HREDD graduation,” whereby companies advance in formal processes while progress in addressing severe risks, particularly in Steps 3, 4 and 6, remains limited or not clearly documented.

b) Clear differences between wind and solar sector trajectories

The annual cycle, which consists of an online maturity assessment, Due Diligence Action Plan (DDAP), and a company-specific assessment interview, creates a clear structure and accountability mechanism. Companies frequently describe the cycle and its deadlines as a pressure mechanism that pushes them to formalize policies and improve practices. This is confirmed by the 2025 progress assessment, which shows meaningful improvements across nearly all due-diligence steps for both sectors (see **Fout! Verwijzingsbron niet gevonden.**).

The Maturity Assessment Process includes the completion of a self-assessment questionnaire in an online tool, the development of an action plan, which are then reviewed by the Independent Secretariat through an in-person interview and written exchanges.

Overall progress in maturity scores – While wind companies showing gradual improvements from already high baselines, while solar companies, starting from lower baselines, show substantial year-on-year growth (Table 4.1). Most reported effects are concentrated in the early stages of the HREDD cycle, such as risk identification, prioritization, and communication. Differentiated effects across the sector, with smaller, less-mature companies benefiting the most from the tools and structured processes.

Monitoring results and interviews expose a two-speed pattern – In the wind sector, progress is moderate but steady, because the sector started from a relatively advanced baseline. Between 2024 and 2025, wind companies improved on nearly all steps (general +4 percentage points), with the strongest gains in Step 1 (+6), Step 2 (+6), and Step 5 (+7). The lowest progress occurred in Step 4, where companies struggle with defining effective KPIs to track impact. In the solar sector, progress is more substantial, reflecting lower starting points and the establishment of basic HREDD systems. Solar companies improved by +19 percentage points overall, with the largest gains in Step 1 (+21), Step 5 (+20), and Step 4 (+20). Step 6 remains the most challenging (+12), as solar companies are still focused on initial due-diligence steps. These differences reflect sector maturity: solar companies benefited strongly from hands-on tools, while some larger wind companies, that often already have HREDD practices in place, considered the assessment process administratively burdensome.

Importance of templates, examples and toolboxes - Interviews underscore that the templates, examples, and toolboxes provide structure to their internal systems, help identify severe risks, and support the development of action plans. In short, the activities have produced both measurable and behavioural outcomes, with effects differing across companies, validating the central design of the IRBC Agreement as a capacity-building, practice-improvement initiative.

TABLE 4.1 HREDD Assessment scores progress

	YEAR	AVERAGE SCORE	AV. STEP 1 SCORE	AV. STEP 2 SCORE	AV. STEP 3 SCORE	AV. STEP 4 SCORE	AV. STEP 5 SCORE	AV. STEP 6 SCORE
WIND	2024	67%	77%	64%	65%	64%	82%	54%
	2025	71%	83%	70%	68%	65%	89%	57%
	Growth DD maturity	**4%pt**	**6%pt**	**6%pt**	**3%pt**	**1%pt**	**7%pt**	**3%pt**
SOLAR	2024	36%	45%	41%	40%	31%	32%	23%
	2025	55%	66%	58%	55%	51%	52%	35%
	Growth DD maturity	**19%pt**	**21%pt**	**17%pt**	**15%pt**	**20%pt**	**20%pt**	**12%pt**

Source: Sociaal-Economische Raad. (2025). Monitoring progress report 2025 (REA-WG-DD/66, International RBC Agreement for the Renewable Energy Sector).

Improvements in HREDD cluster primarily the early HREDD steps

- Step 1 – Embedding RBC: Substantial progress in both sectors: +6 percentage points in wind and +21 in solar. Companies strengthened policies on human rights, environment, and biodiversity (e.g., 13 to 20 companies meeting all requirements).
- Step 2 – Identifying and assessing impacts: Improvements in identifying risks (number of companies which did fully increased from 8 to 13, overall scores increased with +6 percentage points in wind and +17 in solar).
- Step 5 – Communicating on HREDD processes: The number of companies that publicly report on HREDD processes increased from 13 to 19 between 2024 and 2025. Wind company scores increased strongly (+7), partly due to regulatory readiness for the CSRD. Solar companies also improved (+20), especially among park developers.

By contrast, progress under Step 3 (cease, prevent and mitigate adverse impacts) remains more modest (wind +3, solar +15). Fewer than half of the companies have a process in place to cease, prevent, or mitigate adverse impacts that they cause/contribute to, although some improvement is visible, with the number of companies increasing from 8 to 14 between 2024 and 2025.

Similarly, progress under Step 6 (remediation) shows limited average progress (wind +3, solar +12). Only a few companies have assessed their grievance mechanisms against the UNGP effectiveness criteria, with a marginal increase from6 to 7 companies between 2024 and 2025. At the same time, several important steps have been taken to strengthen remediation-related processes: the number of companies with a grievance mechanism that enables stakeholders to raise complaints or concerns increased from 14 to 21, and the number of companies encouraging the use of grievance mechanisms at supplier level rose from 12 to 17. These developments indicate incremental but meaningful progress towards strengthening access to remedy.

c) Examples of changes at company level

The evaluation team had access to a selection of documents at company level, such as the HREDD assessments and the action plans of nine companies (with their permission), without access to underlying company documentation. In combination with the information from interviews with the companies, some over-arching observations can be made:

- Due-diligence maturity assessments are applied systematically across companies, providing a consistent framework for review. Many criteria are straight forward to assess but criteria related to risk identification, mitigation and tracking (steps 2–4) tend to be more difficult to assess due to the complexity of the value chains and the topics that need to be addressed. The available information (which could be assessed by the evaluation team) gave limited insights into to the scale and depth of those actions.
- The quality of company reporting for the HREDD assessments varies substantially between companies in terms of the level of detail and how systematic topics are covered (the evaluation did not have access to the underlying company documentation). This is somewhat compensated, according to the Independent Secretariat, by the complementary interviews and written exchanges.
- Company action plans provide only basic insight into planned measures and timelines. They tend be weaker than the reporting for maturity assessments. The Independent Secretariat indicates it is exploring alternative ways to strengthen their quality and usefulness in the future.

In addition, four case study examples (Box 1-4) were developed to gain more insights into the dynamics at company level[31].

BOX 1 - SOLAR SECTOR EARLY STAGE IMPROVER (COMPANY CASE STUDY)

Company A is a medium-sized solar-sector company that signed the IRBC Agreement at its launch under the national scope. In the first due-diligence assessment cycle, the company started from a very low baseline: virtually no formal HREDD policies were in place, and no significant actions had been taken in Steps 2 through 6 of the OECD cycle. Their initial score placed them firmly in the “beginner” category. One year later, by the 2025 assessment round, the company had made substantial progress and moved into the “improving” category, with marked gains in policy development, risk identification, and internal governance. The introduction of an ESG governance structure, an emerging ESG policy, a climate and social risk assessment, and the development of a due-diligence action plan all contributed to this improvement.

In the interview, the company emphasised that the IRBC Agreement was essential for building their due-diligence system from scratch. The annual assessment cycle, including templates, guidance materials and concrete expectations, provided the structure they needed. Practical tools, such as safety-certificate guidance and due-diligence templates, were described as particularly impactful. They also highlighted the value of dialogues with CSOs and worker-rights experts, noting that the Agreement is one of the few platforms where such exchanges happen constructively and directly.

Despite these advancements, the company acknowledges that its due-diligence work has not yet led to changes in day-to-day operations or tangible effects for rightsholders. Implementation is still

[31] In order not to violate non-disclosure arrangements, the names and details of the companies were removed.

in early stages, and much of their progress concerns internal structuring rather than external impacts. To accelerate learning, they have sought out exchanges with frontrunner companies in the solar sector and expressed a desire for more opportunities to engage with larger, more mature firms in the IRBC Agreement, as these peer discussions provide practical insight into how to operationalise risk mitigation.
The company is intrinsically motivated to improve its HREDD performance and is an active participant in Agreement activities, often present and frequently contributing. At the same time, they expressed frustration with the passivity of some other companies whose engagement remains minimal. They stressed that the effectiveness of the Agreement depends on active participation rather than nominal membership, and they raised concerns about companies joining primarily for reputational reasons or to access tender benefits without meaningfully contributing to shared learning.

Overall, Company A illustrates the trajectory of an early-stage improver: a firm that began without an HREDD foundation but has made rapid and genuine progress. Their case highlights both the value of structured support through the IRBC Agreement and the need for stronger peer learning and consistent company engagement to translate early improvements into real-world impact.

BOX 2 - FRONTRUNNER (COMPANY CASE STUDY)

Company B is widely regarded within the IRBC Agreement as a frontrunner in the renewable energy sector, combining intrinsic motivation, strong internal leadership support, and deep multi-stakeholder engagement. The company entered the IRBC Agreement in 2023 with an already well-developed ESG foundation, and its performance in the 2024 and 2025 due-diligence assessments confirms this trajectory: Company B scored in the “leader” category in both years, with particularly high scores on risk assessment, mitigation, monitoring and grievance mechanisms in 2025.

Company B’s position as a frontrunner is closely linked to its organisational culture. ESG is structurally anchored at senior level, with the ESG manager reporting directly to the CEO and maintaining regular dialogue with leadership. While Company B formally has a small ESG team, it mobilises a company-wide working-group structure across departments. This distributed approach enables the company to absorb the relatively heavy workload associated with HREDD and to embed HREDD responsibilities into operational teams rather than isolating them in a single function.

In its engagement with collective actions, Company B participates broadly but stands out in one respect: it is one of the few companies that systematically links insights from collective projects back to its own operations and supplier relations. From the interview it emerged that Company B has used knowledge from several initiatives to engage directly with suppliers, adjust contractual requirements, and initiate its own follow-up actions such as field visits and stakeholder engagement—something not commonly observed among peers. This includes translating upstream learning into new dialogues with component manufacturers and taking concrete steps to improve its own due-diligence processes.

At the same time, Company B recognises the limits of what a single actor can achieve in a structurally constrained renewable energy value chain. It points to the lack of responsible manufacturing options, persistent dependence on China, and the absence of installers in the Agreement as key barriers. The company also expressed frustration with passive signatories, noting that the sector will only advance if a larger share of companies actively participate and contribute.

Overall, Company B exemplifies a frontrunner that combines mature internal governance, consistent multi-stakeholder engagement and the rare ability to translate collective insights into company-level action. Its trajectory illustrates what is possible when intrinsic motivation is paired with structured due-diligence systems and a sector-oriented mindset.

BOX 3 - WIND SECTOR MATURE, MID-ENGAGED, EXTRINSICALLY MOTIVATED (COMPANY CASE STUDY)

Company C is one of the largest global manufacturers in the wind sector and has long established HREDD systems embedded across its international operations. They participated in the IRBC Agreement in 2023, but this participation was driven primarily by extrinsic motivations. As was noted in the interview, joining the IRBC Agreement became a de facto requirement for participation in Dutch offshore wind tenders. Initially, company C hesitated to commit resources to a nationally framed initiative, which was not deemed very interesting given the global scope of their activities. Only when tender rules clarified that membership of the IRBC Agreement was necessary for market access, did the company fully engage. They are currently in the 'leader' category in terms of their DD scores, with not much room left for further score improvement.

Company C has shown commitment in the IRBC Agreement. As such did they play an active role during the development of the self-assessment questionnaire, being able to draw on years of experience implementing the UNGPs and OECD standards across their global value chains. However, after the tool's development phase, their engagement became less.

Participation in collective actions has likewise remained limited and highly selective. Company C follows several initiatives from a distance, attends occasional sessions, and stays informed about developments, but does not actively participate in project implementation. This is primarily due to resource constraints and the need to prioritise global processes over Dutch-specific activities. Interviewees also highlighted that competition-sensitivity and concerns about sharing supplier-level information have constrained deeper involvement. While several collective-action topics are of interest, they often do not align closely enough with the company's global due-diligence priorities to justify investing more time.

While Company C recognizes the value of offering a structured platform for dialogue with CSOs and peers, it observes that the practical relevance of IRBC Agreement tools for large multinational companies is limited. Most tools, templates and guidance documents duplicate systems they already operate globally. As a result, the Agreement has had little direct effect on their own activities or on upstream rightsholders implicated in their supply chain.

Overall, company C is an example of a wind energy sector company for whom participation in the IRBC agreement is largely a compliance requirement rather than a driver of new practice. This

underscores the need for the IRBC Agreement to further differentiate its support and engagement approaches, ensuring that it remains meaningful and impactful for large multinational frontrunners while continuing to drive progress among companies for whom its tools and early-stage activities provide more direct added value.

BOX 4 - WIND SECTOR FRONTRUNNER (COMPANY CASE STUDY)

Company D is a large renewable energy developer with mature HREDD systems embedded across its global operations. Its decision to join the IRBC Agreement was driven by strong intrinsic motivation: the company recognises that many of its most severe risks lie deep in the mineral supply chain, where individual leverage is limited and collective approaches are indispensable. Company D therefore views participation in the Agreement as an opportunity to strengthen sector-wide leverage, work jointly on complex upstream issues, and contribute to sustainable sector transformation beyond its direct footprint.

Company D completes the annual due-diligence assessment each year in the 'leader' category and sees clear value in the external perspective it provides. Although the assessment does not typically introduce new insights, it helps validate and reinforce internal awareness of gaps, especially around grievance mechanisms and remediation. The fact that these findings are externally confirmed increases internal momentum and creates pressure to advance ongoing improvements.

Collective actions are the main source of added value for Company D. The company has consistently advocated for shifting from knowledge-oriented sessions towards actions that generate "impact on the ground." Examples include the copper ASM project in Peru, the early development of a nickel workstream in Indonesia, and the worker-welfare toolbox. Importantly, Company D emphasises that it is willing to participate in collective actions even when no direct link to its own operations can be established. This reflects its intrinsic motivation: contributing to systemic improvements in high-risk areas is seen as part of responsible sector leadership. At the same time, Company D argues that the growing list of more than a dozen collective actions needs prioritisation. It proposes focusing on issues where sector relevance, severity of risks and feasible leverage align.

Given its existing systems, Company D finds limited direct value in the REA's more basic tools, templates and introductory materials, which it sees as most relevant for smaller or early-stage companies. The Agreement has therefore not resulted in major changes to its own internal practices or direct impacts on upstream rightsholders. Nonetheless, the Agreement strengthens internal alignment, validates internal priorities and supports improvements in weaker areas such as grievance mechanisms and traceability.

Overall, Company D sees clear long-term value in the IRBC Agreement as a platform for sector alignment and shared leverage, but emphasises that its future effectiveness will depend on clearer prioritisation, stronger engagement expectations for all members, and a shift toward more focused, impact-driven collective action capable of addressing the sector's most pressing upstream risks.

Aside from limitations and critiques mentioned in earlier sections (e.g. related to transparency and role ambiguity), the **two more issues** also emerge from the analysis.

Stagnation among some companies - The Monitoring Progress Report explicitly notes that two companies showed no improvement, despite expectations for annual progress. Following a baseline assessment, companies are expected to demonstrate at least minimal annual progress, with continued stagnation addressed through engagement, agreed timelines and, if necessary, escalation to the Steering Committee, which can ultimately decide on termination of membership. To date, this escalation has occurred in only one case, resulting in the company leaving the Agreement.

Access to remedy: limited evidence that the RECDC mechanism is sufficiently aligning with UNGP Principles 29-31 - The IRBC Agreement formally embeds the UNGPs' remedy pillar through requirements for company-level grievance mechanisms (UNGP 29) and by establishing the RECDC as an independent mechanism aligned with UNGP Principles 30–31. However, practical alignment remains limited: only a small number of companies have grievance channels that meet the UNGP effectiveness criteria, and the RECDC has not yet received any complaints, leaving its accessibility, legitimacy, and functionality untested. As a result, while the Agreement is normatively well-anchored in the UNGPs, the operationalisation of effective remedy for affected stakeholders remains at an early stage.

4.3.3 Encouraging incorporation of RBC in public policy and procurement

The IRBC Agreement has played an enabling role in embedding HREDD-related criteria in offshore wind tenders, but similar leverage is largely absent in the solar sector due to structural and regulatory constraints.

Public procurement has become one of the strongest pathways through which the IRBC Agreement has contributed to sector-level change, but only for offshore wind. The tender clauses represent a tangible example of the IRBC Agreement's ability to shape government instruments and strengthen market demand for responsible business conduct. For solar energy, however, demand-side incentives remain minimal. Without a comparable mechanism, solar companies continue to face a challenging imbalance: high RBC expectations combined with weak leverage and intense international price pressure. This imbalance is further exacerbated, according to several respondents, by the limited visibility and physical participation of the Dutch Ministry of Economic Affairs and Climate Policy CAPs within the Agreement, which weakens the demand-side pull that could help address systemic risks, particularly in the solar sector.

Offshore wind: tender clauses created a decisive demand-side pull

The inclusion of HREDD-related criteria in three Dutch offshore wind tenders between 2023 and 2025 should be considered as **international milestone** in the area of socially responsible public procurement (SRPP), as it directly linked the RBC performance of companies to weighted criteria in the awarding phase in large multi-million tenders. However, it was also a defining moment for the IRBC Agreement itself as it triggered major interest from international companies to join .

The IRBC Agreement should not be seen as the direct driver of the inclusion of social or IRBC clauses in public tenders. Rather, it has made a plausible and meaningful contribution by shaping the context in which such clauses became **politically and administratively feasible**. Interviewees

indicate that the decision to link IRBC criteria to tenders was ultimately a ministerial and political choice, building on earlier policy debates and advocacy. However, the IRBC Agreement provided a **credible reference framework** that helped bridge energy and climate policy objectives with RBC requirements, thereby enabling the translation into tender criteria. The Agreement is also described as playing an ongoing role in legitimising and stabilising the tender linkage, particularly in the face of political or administrative resistance. By demonstrating sectoral uptake—especially in offshore wind—the IRBC Agreement reinforced the perceived relevance and effectiveness of social clauses in tenders.

BOX 5 - OFFSHORE WIND TENDER CLAUSES (IJMUIDEN AND NEDERWIEK)

The Dutch tenders for the Ijmuiden and Nederwiek offshore wind infrastructure integrated IRBC aspects as award criteria. Participation in the IRBC Agreement was brought forward as the preferred route to achieving the maximum IRBC score (40 points), but not as an automatic entitlement.

Full points were awarded only if **all relevant value-chain parties connected to a consortium bid were either already participating** in the IRBC Agreement or were contractually committed to join within the allowed timeframe, **achieving at least an "orange" performance level**, and accept **annual progress reporting** as a permit condition. The maximum IRBC score of 40 points is distributed over nine types of value-chain parties[32], with weights ranging from 4.5 to 6 points per party; full points were awarded only if due-diligence requirements were met across the entire set of relevant actors. This wide scope substantially increased the IRBC Agreement's reach throughout the offshore wind value chain.

In both tenders, the IRBC criterion (Table 4) accounts for 40 out of 400 points (10%) in the overall ranking. It is therefore clearly secondary to the dominant criteria (ecology and/or energy-system integration) but carries equal weight to other qualitative criteria such as certainty of realisation and circularity.

The importance of the tender clauses should not be underestimated as it created positive dynamics in at least five ways:

(1) It **increased demand for RBC** in a strategically important sector, elevating expectations around HREDD and aligning with OECD/UNGP standards.

(2) Led to a **rapid increase in participation** in the IRBC Agreement among wind companies that had previously been hesitant to join. Interviews confirm that several large firms only committed to the Agreement once tender criteria were introduced, after years of hesitation due to perceived high costs and unclear benefits.

(3) It introduced **a cascading value chain logic and a multiplication effect** in the participation of companies to the IRBC Agreement, as the tender required the participation of all relevant companies related to the tender.

(4) The linkage between IRBC Agreement participation and tenders gives practical **relevance and urgency to voluntary agreements**.

(5) It showcases the potential of **linking public procurement to sustainability goals** in an important economic sector.

[32] Developer (6.0p); Project management (6.0p); Foundation manufacturer (4.5p); Foundation installer (4.5p); Turbine manufacturer (6.0p); Turbine installer (4.5p); Cable manufacturer (4.5p); Cable installer (4.5p); O&M party (5.0)

Despite its achievements, some **areas of attention** need to be raised about the tender system:

- While the tender scoring system refers to green, orange and red scores that companies obtain when participating to the IRBC Agreement, the system **tends to work somehow as a binary system**. Once companies achieve a green or orange score, they obtain the highest score. As such, the tenders mainly reward a minimal compliance with the IRBC Agreement, they do not differentiate based on a better performance on the HREDD maturity assessments.
- Some interviewees stressed that the tender linkage is **politically important yet fragile**, requiring ongoing attention and defence, in view of the turbulent geo-political and macro-economic climate.

Solar sector: persistent absence of demand side incentives

Across interviews, companies and CSOs express frustration that no equivalent procurement lever exists for solar energy. The solar sector faces a highly fragmented market, dominance of Chinese manufacturers, severe price competition, and limited bargaining power of Dutch companies. A pull from the demand side is seen as one of the drivers that, together with other changes, could contribute overcome these barriers, by sending a clear market signal to companies that are actively investing in addressing systemic human rights and environmental risks. This need was voiced in particular by solar-sector companies that are actively engaging with HREDD and struggle to translate these efforts into a competitive advantage. Government respondents were aware of these barriers and acknowledges the demand-side gap. They are currently exploring ways to integrate RBC criteria in instruments such as the SDE++ subsidy scheme, but legal and administrative constraints are reported to make such changes difficult.

As a result, at this point, solar companies face relatively high RBC expectations without a reinforcing market incentive, intensifying the imbalance between the two sectors.

Limited role and physical visibility of the Dutch Ministry of Economic Affairs and Climate Policy, CAPs and supporting organisations

The evaluation finds that the Dutch Ministry of Economic Affairs and Climate Policy, CAPs and supporting organisations, all potential actors capable of creating demand side incentives for responsible business conduct are considered less visible or, sometimes even absent, by companies and CSOs. The perceived lack of visibility is interpreted by companies and CSOs as signalling an insufficiently articulated or forceful position. This causes frustration as it is believed that a stronger government position can help move difficult issues forward, including structural challenges such as dealing with China-related risks. A demand side pull, for example through procurement, subsidies, or other market-shaping instruments, from government, CAPs and supporting organisations, could help with RBC implementation, especially in the solar energy sector where companies face limited leverage over upstream actors.

An internal arrangement between the Dutch Ministry of Foreign Affairs and Dutch Ministry of Economic Affairs and Climate Policy, has had as a side effect that only the Ministry of Foreign Affairs was visibly present in governance meetings. However, interviews nuance this perception, noting that much coordination happens behind the scenes: IRBC Agreement meetings are commonly preceded by internal consultations between ministries to align views and prepare

contributions. Due to austerity measures announced for 2026, ministries have been instructed to operate more efficiently, which interviewees identified as a key reason for this mode of working.

Both ministries are currently actively exploring options to include RBC or adjacent criteria (e.g., CO_2-related requirements) in instruments such as SDE++, yet the pathways remain legally and administratively complex. Interviews further indicate that the government needs to work in the light of well-considered positions on complex files such as forced labour in China, while remaining aligned with broader government strategies and geopolitical considerations.

The CAP parties, currently only two, are largely absent from discussions and active participation. Supporting organizations, currently seven, also rarely engage. This represents a major untapped potential to deepen the demand-side pull of the IRBC Agreement. Their more active involvement could strengthen public and private procurement signals, help align incentives across the renewable-energy ecosystem, and provide much-needed leverage for sectors, such as solar, that currently lack effective demand-side drivers.

4.3.4 Addressing risks and negative impacts in the supply chain collectively

Among the four pathways of the IRBC Agreement, addressing actual and potential adverse impacts in the supply chain is the most ambitious and the most closely linked to the IRBC Agreement's overarching objective of achieving "structural and actual positive impact in the lives and livelihoods of people on the ground, and in relation to the natural environment and biodiversity." Despite meaningful early steps and a small number of promising initiatives, progress toward this objective remains partial and uneven, and has not yet produced systemic or widespread improvements for affected rightsholders.

Collective pathways are activated, but their potential is not yet realized

Since the start of the IRBC Agreement 2.5 years ago, approximately twenty potential collective actions were explored. Nine initiatives progressed beyond exploration into structured workstreams, with varying levels of maturity and traction. This shows that the IRBC Agreement has succeeded in laying the foundational structures needed for collective impact: a functioning WG Collective Action & Increasing Leverage (CAI), a growing membership base, shared knowledge tools, and multiple explored project ideas. However, despite this enabling environment, only a subset of projects has advanced toward implementation, and their emerging outcomes remain primarily at the level of evidence generation, tool development and agenda-setting and not yet to on-the-ground impact.

Substantial traction amongst the signatory companies and progression toward actionable outputs is most visible in 3-4 projects where risks are proximate, traceable and within the companies' operational influence: :

- **The worker welfare project** moved rapidly from scoping to tool development and piloting after its launch in May 2024. It now includes a wide range of practical outputs (inspection checklists, mapping frameworks, grievance-mechanism guidance, collective-agreement overviews, training materials), multi-stakeholder workshops, and a formal feedback round initiated in early 2026, with additional stakeholder-engagement sessions planned (see Box 6)
- **The Artisanal and small scale mining project** has advanced well beyond exploration.

It has delivered fieldwork, mapping and CRAFT-based support, yet remains primarily exploratory due to fragmented value chains and the impossibility of segregating ASM copper. A second project on copper will involve **large scale mining (LSM) in Peru**[33]**.** This project has gone through the design phase and was waiting for final approval at the time of writing (April 2026). It offers clear entry points for action, focusing on labour-rights improvements through social dialogue and OSH assessments at identifiable mines. Both initiatives still face the challenge of translating shared insights into sustained, system-level impact (see box 7).

- Recently, **the blockchain and AI traceability project**, funded from the IRBC Agreement budget and implemented by an external consultant, is one of the few initiatives with a clear implementation trajectory. The project seeks to establish traceability for aluminium, and companies participate in regular brainstorming and testing sessions. This distinguishes it from several other topics that have remained in exploratory mode. However, several interviewees also questioned whether this project can truly be considered a collective action, noting that the absence of CSOs limit its multi-stakeholder character.

BOX 6 - WORKER WELFARE COLLECTIVE PROJECT

The worker-welfare project is one of the IRBC Agreement's most advanced collective actions and demonstrates how multi-stakeholder collaboration can produce practical outputs with clear potential for positive impact. Launched in 2024, it focuses on improving labour conditions for posted and migrant workers on renewable-energy sites, an area companies consistently identify as both material and within their direct sphere of influence.

The project has involved a broad range of IRBC Agreement Parties beyond companies, including FNV, DIHR and the Independent Secretariat. It also benefitted from exchanges with the German Energy Sector Dialogue, which participated in stakeholder-engagement activities and shared relevant materials.

This collaboration resulted in a comprehensive set of practical tools that companies describe as highly useful: a framework for mapping contractors and labour providers, a compilation of collective agreements in key markets, worker-voice survey templates, inspection checklists, training materials, guidance for site-level grievance mechanisms aligned with UNGP standards, and accessible communication materials for workers. These tools have supported companies in structuring contractor engagement and identifying labour-rights risks more systematically.

In early 2026, the project entered a review phase in which companies began providing structured feedback on the tools they piloted. The Secretariat is collecting this feedback, and additional engagement sessions with trade unions and NGOs are planned. The tools will be updated accordingly, creating an iterative feedback loop that strengthens their quality and relevance.

Although concrete impact on the ground remains mostly anecdotal at this stage, **early indications include improved contractor dialogues, better risk detection, and enhanced internal awareness among participating companies.** However, the initiated review phase of the project means that more systematic evidence is expected in 2026.

[33] The Parties and stakeholders in this second initiative are exploring alternative ways to expand the project to Chile, as this country is not eligible for funding in the IRBC Agreement and related funding channels (RVO).

The project also illustrates a broader pattern observed across collective actions: **companies tend to engage more actively when issues are proximate and materially relevant to their operations**. Trade unions, such as FNV, play a central role in downstream labour-rights issues, while NGOs whose expertise lies upstream, for example in mining or biodiversity, have less scope to contribute substantively to this topics. This partly explains the variation in company and CSO engagement across collective-action topics and confirms that alignment is strongest where company leverage and CSO expertise naturally intersect.

BOX 7 - ASM AND LSM OF COPPER IN PERU AND CHILE

The **artisanal small-scale mining (ASM) project** has involved carrying out fieldwork in Peru, sector and value-chain mapping, and CRAFT-based HREDD support for ASM copper producers, combined with dialogue on policy reform, gender, OSH, and access to land. The ASM copper initiative is primarily assessed as exploratory and learning-oriented. Interviewees value its contribution to improving understanding of ASM realities, including fragmented value chains, intermediary dominance, gender and OSH challenges, and the limits of traceability. Tools such as CRAFT and field-based engagement are seen as appropriate, yet respondents consistently stress that ASM copper cannot be segregated and that expectations of "responsible ASM copper sourcing" risk being unrealistic. As a result, the ASM project is perceived more as a normative and developmental intervention than a sourcing solution, requiring long-term commitment and alternative financing or credit-based approaches.

By contrast, a second project has been developed on **large-scale mining (LSM) of copper** . This initiative (waiting for final green light) aims to move beyond the assessment and mapping of risks with the aim of achieving concrete improvements in labour conditions at large-scale copper mines linked to renewable-energy value chains in Peru. The project seeks to engage identifiable mining companies through social dialogue, based on decent work and OSH assessments. A core objective is to translate collective findings into company-specific supplier dialogue and leverage, including expectations on wages, OSH, and freedom of association. The LSM project is complementary to the ASM initiative. Due to the formal nature and size of the mines and processing companies involved, the LSM project might offer clearer entry points than ASM, allowing more actionable plans and follow-up, even if exact mine-to-company linkages remain imperfect. The project also aims to develop scalable action plans that companies can jointly support, potentially extending to European coordination

Across both initiatives, respondents emphasise the need for a **strong articulation between ASM and LSM tracks**, given that copper streams are mixed at refinery level. Overall, the copper initiatives are seen as a flagship of the IRBC's upstream ambition, with the potential to strengthen and expand existing RBC initiatives. However, it will require continued efforts to ensure articulation between both projects, building a base to move **from knowledge generation to sustained, system-level impact**.

Projects that are harder to transform into actionable collective action are the mica study, the nickel project in Indonesia, and the child-labour in critical minerals study. They have produced or are producing valuable diagnostic information, but lack the conditions—market leverage, company uptake, or supplier access—needed to progress toward collective mitigation or engagement activities.

In the case of the Indonesian nickel project, relevant analytical work such as a supply-chain mapping and an environmental study has been completed in 2025, yet follow-up implementation has not materialized. This reflects the limited prioritization of nickel within the participating companies' own due diligence processes. Nickel is currently not widely used in the solar technologies covered by the IRBC Agreement, is not part of the battery technologies in scope, and is not seen as a priority material in offshore wind compared to others such as aluminium, steel, copper, or rare earth elements.

A similar dynamic is visible in the mica study. While initial research suggested potential relevance of mica in renewable energy applications, further analysis did not identify mica in specific company products. As a result, companies perceive limited materiality in their own value chains, making it difficult to justify follow-up investment, despite the severity of risks for rights-holders.

At the same time, some respondents emphasized that collective action within the IRBC Agreement could, in principle, also address risks that are not directly material to individual companies, but are relevant at the sector level or from a societal perspective. From this viewpoint, a stronger willingness to engage in such topics could enhance the overall impact of the Agreement, particularly in addressing severe risks that no single company "owns" but that are nevertheless linked to broader value chains. In practice, however, company engagement remains closely tied to materiality assessments and direct exposure. This creates a structural tension between a company-driven prioritization logic and the broader ambition of collective action to address systemic risks. As a result, topics that are recognized as severe but lack clear linkage to participating companies' own operations face greater challenges in mobilizing sustained engagement and follow-up.

While it did not yet lead to actionable outcomes, the Globalworks reports on forced labour in China demonstrate the IRBC Agreement's ability to **address issues no single company could tackle alone**, by creating shared knowledge and debate on systemic risks. At the same time, the reports also raise questions about the feasibility and/or hesitance to act on the findings, illustrating the sensitivity of the topic for both companies and the Dutch government. It also demonstrates how certain external systemic conditions, such as limited transparency, concentrated supply chains, and geopolitical constraints, lie (partly) outside of the control of the IRBC Agreement.

Taken together, these examples point to a broader structural pattern. Collective action is most likely to progress from analysis to implementation where there is strong alignment between company priorities, stakeholder expertise, and value-chain relevance. Conversely, where such alignment is weaker—due to limited visibility in company supply chains, insufficient leverage, or external constraints—initiatives tend to remain at the diagnostic stage. This underscores the importance of early multi-stakeholder alignment in defining collective-action topics. Where initiatives are not sufficiently grounded in shared priorities across Parties, or lack broad-based support from the outset, they are less likely to mobilize sustained engagement and follow-up. These examples demonstrate that collective leverage does work when parties jointly prioritize issues and mobilize complementary strengths. However, they remain exceptions rather than the norm. For the majority of the explored topics, limited participation, weak visibility in company supply chains, insufficient leverage, or geopolitical constraints, have prevented transition from exploration to implementation. Realising the full potential of collective action in the next phase of the IRBC Agreement will require overcoming these constraints, strengthening participation, and developing clearer criteria for prioritising and progressing collective-action topics.

Structural obstacles that must be addressed to enable future impact

Although meaningful groundwork has been laid, several structural obstacles continue to hinder collective progress and will require deliberate attention in the next phase if the IRBC Agreement is to move closer to generating real on-the-ground impact.

1. **Divergent risk prioritization across stakeholder groups**
   While a significant amount of companies (24) were formally prioritizing risks based on likelihood and severity in 2025, the interviews showed that companies tend to prioritize risks based on feasibility, business proximity, and materiality (e.g., steel, aluminium, copper). CSOs on the other hand focus on their area of expertise and tend to emphasize severity and the vulnerability of rightsholders (e.g., this includes topics that are shared with other Parties, such as copper, worker welfare, and forced labour, but also topics that have limited traction amongst companies, such as mica and nickel). In addition, capacity constraints among CSOs further affect their ability to engage across multiple topics and geographies, requiring them to make selective choices that do not always align with company priorities. Together, these diverging priorities and capacity limitations slow down joint agenda-setting and make it difficult to build consensus around which risks should be tackled collectively.
2. **Limited leverage in global supply chains, especially in solar**
   Companies active in wind and solar energy sector face structural dependence on highly concentrated upstream suppliers, geopolitical constraints around China, strong price pressure, and limited visibility beyond Tier 1. These systemic conditions restrict the scope for influence and slow progress on deeper due-diligence steps, especially mitigation and remediation (Steps 3 and 6).
3. **Uneven company participation and maturity**
   Company participation in the IRBC Agreement follows a differentiated pattern. A core group of companies engages consistently and actively across working groups and collective actions, while others participate more selectively or intermittently, depending on the topic and its relevance to their operations. In addition, there are significant differences in HREDD maturity across firms and sectors. Taken together, this variation can limit the emergence of a strong critical mass for certain collective actions, reduce peer-learning effects, and increase reliance on a relatively small group of highly engaged actors.

In sum, although the IRBC Agreement has built a solid foundation for future collective impact—through early projects, shared evidence, and stronger cross-stakeholder collaboration—the limited on-the-ground impact observed so far is both expected at this early stage and largely shaped by structural constraints such as limited leverage, uneven participation, divergent priorities, and gaps in transparency and public-actor involvement.

5 CONCLUSIONS AND RECOMMENDATIONS

5.1 Conclusions

Conclusion 1 – IRBC Agreement can be considered as a high-potential MSI

The IRBC Agreement stands out amongst the increasingly crowded field of RBC-related multistakeholder initiatives in at least four ways: through the nature of the economic sector, the value chain actors it is mobilising, the underpinning incentive system, and its governance.

Firstly, renewable energy has become a critical economic sector in Europe in terms of its contribution to the climate transition and energy independence, but also for its growing economic importance. While the renewable energy sector has its origins in the energy transition, the sector's environmental and social footprint have become an urgent area of attention. Addressing these negative impacts is in first instance a responsibility of companies operating in the sector. With its roots in the sustainability paradigm, the renewable energy sector should, compared to other economic sectors, have a higher intrinsic motivation to tackle the sustainability problems it is linked with. Together, these elements provide a strong justification for the IRBC Agreement.

Secondly, the IRBC Agreement is unique in its horizontal and vertical scope, and the diversity of actors it mobilises. Contrary to several other IRBC agreements, the IRBC Agreement includes both industry associations and companies, which is considered as an added value to all parties as it creates more opportunities for deeper learning experiences, and also avoids a situation that the slowest moving companies in a sector determine the speed of change. While limited information is available about the actual market coverage, the IRBC Agreement has managed to engage a wide group of international companies in the offshore wind energy sector, which together represent some of the largest actors in the sector. Efforts to include different economic actors along the value chain have also been quite successful, including, for example, developers, foundation manufacturers, foundation installers, turbine manufacturers and installers, cable manufacturer and installers, etc. The market coverage is substantially lower in the solar sector, for reasons described earlier on in the report. Finally, and importantly, contrary to many industry-driven MSIs, the IRBC Agreement has a broad and balanced representation of CSOs, which is perceived by all parties as a strong added value of the IRBC Agreement.

A third success factor relates to the different incentive systems of the IRBC Agreement, blending soft-law collaboration with hard market-access conditions. At their core, MSIs create legitimacy and learning incentives: firms gain reputational benefits, shared standards, and capacity-building tools that lower due-diligence costs and uncertainty in complex supply chains. MSIs, such as the IRBC Agreements, also aim at anticipating and aligning with upcoming HREDD regulation. This MSI logic—well documented in the literature—encourages collective problem-solving and diffuses best practices across participants. Where public buyers link tender eligibility to IRBC participation (as is the case for offshore wind), the incentives harden: access to lucrative public contracts becomes conditional on adhering to IRBC commitments. Functionally, this turns a voluntary agreement into a regulatory market-access incentive embedded in procurement, shifting firms'

calculus from “nice to have” reputation gains to must-have compliance to compete. This mechanism still preserves the MSI’s collaborative benefits (peer learning, risk reduction) but adds a powerful compliance gate that accelerates adoption.

The IRBC agreements have a long tradition in the Netherlands, with a central role played by the Independent Secretariat of the IRBC. This critical role is recognised across the different parties, it consistently emerges as a central strength of the IRBC Agreement. Stakeholders describe it as a trusted backbone, highlighting its responsiveness and accessibility, professional facilitation, strong due-diligence guidance and tool development, and effective coordination of multistakeholder engagement.

The Dutch government on the other hand, is an enabling and anchoring actor in the IRBC Agreement, providing decisive leverage through procurement and tenders and lending political legitimacy as a convenor and signal-setter. At the same time, the physical government involvement is uneven and has been affected by government budget cuts leading to task reassignments. In response, the Dutch Ministry of Economic Affairs and Climate Policy intensified its coordination with the Ministry of Foreign Affairs through regular bilateral meetings. Consequently, although the Ministry of Economic Affairs and Climate Policy no longer attends steering committee meetings in person, it continues to play a supporting role behind the scenes in the Agreement’s governance.

In parallel, the role of the government is evolving in light of upcoming due diligence and reporting legislation. The Agreement itself explicitly foresees alignment with future frameworks such as the Corporate Sustainability Due Diligence Directive (CSDDD) and the Corporate Sustainability Reporting Directive (CSRD), and recognises that this may affect both its functioning and the government’s role within it. In this context, the government’s contribution increasingly shifts from direct participation towards policy dialogue, regulatory alignment, and facilitating a broader “smart mix” of voluntary and mandatory measures. At the same time, pending policy harmonization and uncertainties around implementation frameworks and supervisory structures continues to limit the extent to which the Agreement’s ambitions can be translated into systemic change.Together, these elements created an influential international MSI, which is recognised by many parties as having significant potential for raising the bar on RBC in the renewable energy sector. It can also be considered as a productive MSI, which developed multiple actions with potential across various domains and themes.

Conclusion 2 – IRBC Agreement contributed to 3 of 4 main pathways

The IRBC Agreement has set itself to achieve the overall objective through four main pathways[34]. Partial to significant progress has been made for three of the four pathways.

Promoting compliance with international RBC standards: partial to significant

The evaluation finds that the IRBC Agreement has generated clear and measurable progress in company alignment with international RBC standards, though progress is uneven across sectors, companies and due-diligence steps. The OECD-based due-diligence assessment framework and annual assessment cycle have driven improvements particularly in early HERDD steps, such as policy embedding, risk identification and communication. Solar companies show strong year-on-year gains from low baselines, while wind companies progress more gradually from higher

[34] The evaluation reformulated the pathways slightly, so that they could be assessed as four intermediate results.

starting points. By contrast, mitigation, monitoring and remediation remain weaker, with limited evidence of tangible impacts on rightsholders. Overall, the IRBC Agreement functions effectively as a capacity-building and practice-improvement mechanism, but depth and consistency of implementation vary substantially.

Encouraging incorporation of RBC in public policy and procurement: partial

The IRBC Agreement has played a significant enabling role in embedding HERDD criteria in Dutch offshore wind tenders, creating a strong demand-side pull for responsible business conduct and substantially increasing company participation. The inclusion of IRBC criteria in three offshore wind tenders between 2023 and 2025 represents an international milestone in socially responsible public procurement, linking due-diligence performance to tender scores and cascading requirements across the value chain. While the IRBC Agreement did not directly drive these clauses, it provided a credible reference framework that helped make them politically and administratively feasible and stabilised their implementation. By contrast, no comparable demand-side incentives exist for the solar sector, where companies also face high RBC expectations, intense price pressure and limited leverage. This imbalance is compounded by the limited visibility and engagement of the Dutch Ministry of Economic Affairs and Climate Policy, CAPs and supporting organisations, leaving substantial untapped potential to strengthen demand-side incentives, particularly for solar energy.

Raising awareness and increasing international signatories: partial

The IRBC Agreement has been effective in raising awareness on RBC and expanding company participation, establishing itself as a prominent multistakeholder initiative in the renewable-energy sector, particularly offshore wind. Outreach efforts led to rapid growth from 16 to 45 signatory companies by March 2026, significantly increasing market coverage and visibility in the offshore wind sector. The solar sector has lagged behind in terms of market coverage. Interviews and document review show that this rapid expansion has strained the IRBC Agreement's original design. Capacity pressures on the Secretariat and CSOs increased, and the governance arrangements had to be adapted mid-course (notably through the creation of a Membership Committee), and debates emerged over admission standards, scope and balance between active and passive participation. As a result, growth has amplified some of the underlying tensions around coherence, prioritisation and effective follow-through.

Addressing risks and negative impacts in the supply chain collectively: not yet achieved

The evaluation finds that the IRBC Agreement has successfully activated collective-action pathways, but that concrete on-the-ground impact remains limited, which is expected only 2.5 years into implementation. Around twenty potential collective actions were explored, of which nine developed into structured workstreams, demonstrating progress in agenda-setting, evidence generation and tool development. Tangible traction is strongest at this point where risks are proximate, leverage is available, such as the worker-welfare project, and/or company engagement is high, such as the selected mining initiatives. However, most collective actions have not yet translated into impact at the operational level. While some collective actions were primarily designed to raise awareness, others are , constrained by limited leverage, uneven company participation, divergent stakeholder priorities, and external geopolitical and market factors. These factors together hinder a consistent transition from learning to sustained, system-level impact.

Conclusion 3 – The IRBC Agreement is at crossroads with high expectations to move further from diagnosis to action

Building on the previous conclusion, after 2,5 years the IRBC Agreement is now at crossroads. The evaluation observed a shared sense of urgency across the different parties of the IRBC Agreement **to move from an 'diagnostic-mode' to an 'action mode'.** The evaluation observes five main challenges for the IRBC Agreement at this stage, related to the ambition level, transparency, the position of China, and some growing pains.

Firstly, there is a risk for **pre-mature HREDD graduation**. The added value of the IRBC Agreement is currently the strongest in supporting less mature companies to lay the foundations for their RBC approach, as can be witnessed in the solar sector. For more mature companies, the HREDD assessments can still help them in fine-tunning certain RBC policies or practices, but the impact is limited. Many companies in offshore wind are close to 'graduating' in RBC, when using the current HREDD assessment framework as a benchmark. By ensuring that there RBC systems are in place, risk assessments executed, action plans developed, and remedy systems activated, companies can achieve high scores. However, this graduation currently provides insufficient guarantees for tangible impacts on the ground, nor for workers and communities in the value chain, or the environment. Based on the document review and interviews, no consistent or systematic examples were identified that demonstrate clear, attributable improvements on the ground across the sector. Some early indications are emerging—for example from the worker-welfare toolbox, and from preliminary results on occupational health and safety in artisanal mining in Peru—but these remain limited in scale and not yet systematically evidenced.

The scale of the actions of the companies individually and collectively is thus still too limited to achieve meaningful change towards the final aims of the IRBC Agreement. These aims could be achieved by strengthening how due diligence translates into outcomes. This could involve, for example, more explicit outcome-oriented indicators (e.g. improvements in wages, safety incidents, or worker voice), more systematic tracking of effectiveness at site level, stronger integration of worker and community perspectives in monitoring, and clearer expectations around follow-up and remediation. It may also require aligning collective action more closely with measurable change objectives and ensuring sufficient scale and continuity of interventions.

Without such reinforcing elements and incentives, the IRBC Agreement risks facing difficulties in supporting companies to move beyond this pre-mature graduation scenario.

A second group of challenges relates to the **transparency policies of the IRBC Agreement**. The civil society organisations and trade unions have a sense of navigating in the dark in their interactions with companies. While the Agreement provides more differentiated insights than only aggregated sector-level results—such as clustering company scores by categories (e.g. developers, manufacturers, installers, and cable producers) in monitoring reports, and identifying key challenges per due diligence step—visibility into the performance and follow-up of individual companies remains limited. As a result, information on concrete outcomes, company-level bottlenecks, and implementation practices is not consistently accessible to other Parties. In addition, a significant share of companies publish CSRD or similar sustainability reports, in which they disclose information on their material impacts, risks, and due diligence processes. However, interview evidence suggests that this publicly available information does not consistently feed into the internal processes and interactions within the IRBC Agreement, nor does it sufficiently reach

or inform CSO actors in practice. Although CSOs are seen as full partners in the IRBC Agreement, this information asymmetry makes it difficult to play their respective roles. It is also one of the reasons for the mismatch between the collective action topics proposed by CSOs and the companies. Taken together, this suggests that the challenge is not only one of transparency as such, but also of how relevant information is structured, shared, and translated into collective priorities. Strengthening the link between available sources of information, such as maturity assessments, company reporting, and collective risk analyses, and the identification of actionable collective projects may therefore be as important as increasing the level of transparency itself. The different IRBC agreements have followed different logics on transparency issues. TruStone, the IRBC Agreement on natural stone, for example, provides substantially more transparency than this IRBC Agreement. TruStone used to share the individual scores of companies, but now clusters individual companies in five levels, depending on how they score on the extent to which companies have identified the mines and the processing companies in their value chain, the score on the HREDD assessment, and the action plans. In order to avoid comparing apples with pears, companies are grouped in clusters, according to how they are positioned in the natural stone value chain.

A third issue relates to the **position of China** in the renewable energy sector. While the IRBC Agreement has some large multinational companies as a member, and the collective sourcing power of the companies is substantial, the structural position of China has become so dominant in the solar sector and in mining, that it is extremely complex and increasingly sensitive to implement RBC policies and practices that involve Chinese suppliers. This brings about three main challenges in different parts of the value chains: a lack of transparency in what is sourced by China under what conditions; risks for forced labour in China in the manufacturing stage which are hidden and not admitted; and the lack of alternative sourcing options due to China's quasi monopoly in specific parts of the value chain. Navigating these issues might go beyond the capacity or leverage of individual and the collective group of companies.

Fourthly, respondents agree on the **critical role for the collective action projects** as part of the ambition of the IRBC Agreement to switch to action. While there are high levels of support for the collective projects, there is not yet a shared understanding of how they are expected to function, what is expected from companies and from CSOs, the collaboration between companies and CSOs, the targets that need to be achieved, and how they are expected to be scaled-up. This limits their potential. Sorting out the expectations towards companies and CSOs, is an important condition to get the collective actions to function at a higher level. The HREDD assessment framework and other frameworks do not provide guidance about what companies are expected to do. As a consequence, there are insufficient incentives to nurture companies into a more active role.

Finally, the **growing success of the IRBC Agreement** in the offshore wind sector, goes hand in hand with new challenges. At a very practical level, it brings capacity challenges for the Independent Secretariat of the IRBC, which did not anticipate such a sharp rise in the membership. Also civil society organisations are currently not organised to follow-up and support a substantially larger group of companies. It also raised questions about the standards for entry to the IRBC Agreement. Compared with the initial companies joining the IRBC Agreement that was triggered by both intrinsic and external motivations, later groups saw it mainly as condition to access Dutch offshore wind tenders. The growing diversity of the companies applying, some of which are associated with policies and practices that are difficult to align with the values and principles of the

IRBC Agreement, led to the establishment of a committee that assesses new applications. However, obtaining a consensus on some of the applicants remains difficult. Several of the recent companies joining already had substantial RBC policies in place, scoring high on the HREDD assessment of the IRBC Agreement. At the same time, they are not always actively contributing to collective action projects or other activities, raising the question what is expected from high scoring companies with less intrinsic motivation.

5.2 Recommendations

Recommendation 1 – Avoid risk for pre-mature HREDD graduation

While acknowledging the concrete efforts and improvements in HREDD policies and practices of the IRBC Agreement companies, the evaluation identifies a risk of premature HREDD graduation, particularly among companies that achieve high scores under the current HREDD assessment framework without demonstrating corresponding improvements in outcomes for rightsholders or the environment. While the existing framework has shown to be particularly effective in supporting early-stage companies to build HREDD systems, it deserves to be examined in detail if it provides sufficient incentives for high scoring companies to move beyond process compliance towards tangible, on-the-ground impact.

To mitigate this risk, the IRBC Agreement should explore ways to raise the bar within the due-diligence assessment framework, including the gradual integration of more concrete impact-oriented elements and indicators. These could include expectations related to joint commitments, engagement in and contribution to collective actions, and demonstrable progress in mitigation and remediation, particularly for severe risks. Such refinements would help differentiate between formal system maturity and substantive performance. Public procurement and tender linkages (see Recommendation 3) can reinforce this shift by rewarding not only participation, but also demonstrated progress towards impact, thereby aligning incentives with the Agreement's ultimate objectives.

Recommendation 2 – Create the conditions for successful collective action

The evaluation shows that collective actions are a central pillar of the IRBC Agreement's ambition, yet their effectiveness is constrained by limited follow-through, uneven participation, and a lack of shared understanding of progress and challenges. To strengthen collective impact, the IRBC Agreement should focus on creating clearer conditions for collective action to succeed.

First, the Secretariat and Parties should systematically monitor and document the uptake, use and outcomes of collective-action tools and projects. This includes tracking which companies engage with tools, how they are applied in practice, what obstacles are encountered, and what early results emerge. While such monitoring efforts are already partially in place, their effectiveness depends heavily on the responsiveness of participating Parties. Strengthening collective learning therefore also requires companies and other Parties to engage more consistently in these processes. Such learning-oriented monitoring would help distinguish exploratory initiatives from those with real potential and support informed prioritisation.

Second, greater corporate transparency is needed to enable a shared understanding of risks, progress and bottlenecks. Without more insight into company-level challenges and patterns, CSOs

and companies struggle to align priorities and build trust. Carefully designed transparency measures—beyond aggregated scores—would strengthen joint problem-solving and make collective actions more targeted, credible and effective. This could include, for example, thematic sessions where companies and CSOs jointly reflect on key bottlenecks identified in specific due diligence steps. These could build on the intervision sessions that have increasingly been organized within the IRBC Agreement, where participants exchange practical experiences in a relatively open setting. Additional approaches could include short, structured feedback loops after collective-action pilots. In parallel, more systematic synthesis of existing information, such as maturity assessment outcomes and publicly available CSRD disclosures, into concise, topic-focused insights could help make available knowledge more actionable.

Importantly, the aim should not be to generate more information, but to better structure and use existing information. By consolidating insights across different sources and making them more accessible, this could help reduce perceived information overload and clarify where collective energy and resources should be directed, thereby strengthening the effectiveness of collective action.

Recommendation 3 – Strengthen incentives for sustained and differentiated company engagement

Incentives related to socially responsible public procurement (SRPP) have been a decisive driver of company engagement in the IRBC Agreement, but that current mechanisms risk rewarding minimal compliance rather than continuous improvement. To sustain momentum and avoid passive compliance, the IRBC Agreement should use its influence to advocate for social clauses that strengthen and differentiate incentives for continued engagement across sectors.

In the offshore wind sector, public-procurement linkages have proven highly effective, but the current tender design largely rewards minimal compliance in the IRBC Agreement rather than actual progress and performance. To reinforce continuous improvement, procurement criteria should increasingly reflect companies' due-diligence maturity scores and progress over time, thereby encouraging frontrunners to raise ambition and laggards to catch up.

In the solar sector, where no comparable demand-side incentives exist, the absence of procurement leverage reinforces the gap between high RBC expectations and limited company influence. The evaluation therefore supports exploring IRBC clauses in solar-relevant public instruments, adapted to sector realities such as smaller tenders, smaller firms and fragmented markets (e.g. subsidies or framework contracts). Differentiated incentive structures would help align expectations with leverage and sustain engagement across both sectors.

Recommendation 4 – Further mobilise the multistakeholder power of the IRBC Agreement

The evaluation finds that the most complex and severe risks in IRBC value chains -most notably forced labour and systemic risks linked to China-dominated supply chains- cannot be effectively addressed by companies acting alone, nor through voluntary collective action without stronger external leverage. In these cases, the added value of the IRBC Agreement lies in its full multistakeholder configuration, which remains under-utilised.

To address such challenges, the IRBC Agreement should more deliberately mobilise the strategic influence of government actors, alongside companies and CSOs. This includes clearer and more visible engagement of relevant ministries in governance discussions, and closer alignment between IRBC Agreement priorities and broader Dutch and EU policy positions on trade, geopolitics and human rights. In parallel, the IRBC Agreement is already actively engaging with other MSIs, international organisations, and sector dialogues, which is very positive. Further strengthening these engagements will help to pool leverage, share intelligence, avoid fragmented approaches, and also increase the Agreement's capacity to address risks that exceed the influence of the existing group of companies or sectors.

Recommendation 5 – Ensure continued alignment with evolving European and national regulatory frameworks

The evaluation highlights that the IRBC Agreement operates in a rapidly evolving regulatory landscape, shaped by instruments such as the CSRD, CSDDD, Forced Labour Regulation (FLR), NZIA and related Dutch policy frameworks. To remain credible, relevant and effective, the IRBC Agreement should continuously ensure that its logic, tools and expectations are aligned with—and complementary to—these regulatory developments.

This requires regular verification that the IRBC Agreement's HREDD assessment framework, tools and guidance remain aligned with the UNGPs and OECD Guidelines, as well as compatible with emerging legal requirements, while avoiding unnecessary duplication for companies. In particular, the HREDD assessment framework should be periodically benchmarked against authoritative assessment frameworks (e.g. CSRD requirements, CHRB, sectoral benchmarks) to ensure consistency in ambition, scope and interpretation of HREDD steps. Strengthening such alignment will reinforce the IRBC Agreement's role as a practical bridge between voluntary collaboration and mandatory compliance, supporting companies in anticipating regulation while preserving the added value of multistakeholder learning and collective leverage.

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Annexes

REPORT

Annex 1 - Dutch tender criteria offshore wind: examples of Ijmuiden and Nederwiek

Criterion / Table	IJmuiden Ver – Site Alpha (max pts)	Share of total	Nederwiek – Site I-A (max pts)	Share of total
Financial bid	60	15%	60	15%
Certainty of realization	40	10%	40	10%
Energy supply	40	10%	20	5%
IRBC / due diligence	**40**	**10%**	**40**	**10%**
Raw materials, circularity & value retention	40	10%	90	22.5%
Ecosystem contribution	180	45%	150	37.5%
Energy-system integration	–	–	160	40%
Total	400	100%	400	100%

Annex 2 - HREDD assessment framework: summarized version

ECD Due Diligence Step	Focus of the assessment	Key elements assessed
General information	Company profile	• Sector(s) of activity • Company size • Position in the renewable energy value chain • Share of renewable vs. fossil fuel activities (if relevant)
Step 1: Embed responsible business conduct into policies and management systems	Commitment and governance	• Existence of policies committing to internationally recognised human rights and environmental protection • Existence of policies on most salient risks • Existence of pre-qualification processes on HREDD for suppliers and business relationships • Public availability of policies • Communication of policies to employees and suppliers • Leadership and governance responsibility within organisation • Provision of resources and training to employees and suppliers
Step 2: Identify and assess actual and potential adverse impacts	Risk identification and prioritization	• Mapping of the value chain • Identification and assessment of actual and potential adverse impacts on people, the environment and biodiversity • Identification of suppliers beyond Tier 1 and their policies • Assessment of impacts at regular intervals

Step 3: Cease, prevent and mitigate adverse impacts	Action and leverage	• Engagement with rights-holders, stakeholders and business relationships • Attention to vulnerable or marginalized groups and gender-specific risks • Prioritization of the most severe and likely impacts • Existence of processes and action plans to address adverse impacts • Engagement with affected stakeholders • Collaboration with business partners and other actors • Use of leverage to influence suppliers and partners • Cooperation on systemic issues with other companies, civil society and trade unions
Step 4: Track implementation and results	Monitoring and learning	• Monitoring of due diligence actions and outcomes • Internal reporting and communication • Periodic assessment of business relationships • Involvement of affected stakeholders in monitoring and tracking
Step 5: Communicate how impacts are addressed	Transparency and disclosure	• Public reporting on due diligence processes • Publishing of information on the company's website
Step 6: Provide for or cooperate in remediation	Remedy and grievance	• Existence of processes to provide or cooperate in remediation where harm occurs • Operation of or participation in grievance mechanisms • Accessibility for stakeholders and rights-holders • Assessment of grievance mechanisms against UNGP effectiveness criteria • Encouragement of grievance mechanisms in the supply chain
Total: Scoring and Maturity level	Progress tracking	Overall results expressed as indicative maturity levels (e.g. Beginner to Leader), used to monitor progress over time

Annex 3 - Outcome Harvesting Statements

Outcome 1: Inclusion of responsible business conduct criteria in Dutch off-shore wind energy tenders

Outcome description - While not a direct objective, the IRBC Agreement has actively contributed to the decision of the Dutch Ministry of Climate and Green Growth to introduce RBC clauses in its tendering procedures for offshore wind energy. The RBC clauses were first introduced for the four tenders related to IJmuiden Ver I–IV offshore wind projects (2023-2024). Between 2023 and 2025, a total of two tenders included sustainability criteria[35]. Aside from the direct impact on the demand for responsible business conduct, it resulted in a substantial increase of the number participating wind energy companies to the IRBC Agreement. It also extended expectations across the value chain, as developers are required to involve key suppliers and contractors in meeting RBC criteria.

Significance - Firstly, the inclusion of social criteria in wind energy tenders has increased the demand for responsible business conduct in a sector that is gaining in economic and strategic importance to the Dutch economy, and through the presence of international companies. Secondly, it had a direct effect on the market coverage of the IRBC Agreement. In the long preparatory phase of the IRBC Agreement, many companies from the wind energy sector were initially hesitant to commit themselves to the initiative. Several reasons were mentioned, including the perception that the potential benefits and impacts were not outweighing the costs in terms of time and resources (if the participation would not be considered in public tendering), the risk that it would duplicate existing CSRD reporting requirements, and the question if it would provide sufficient added value compared to other national initiatives. The lack of market coverage in the wind sector was threatening the start-up phase of the IRBC Agreement since broad support is seen as a critical condition to overcome the collective action problems associated with responsible business conduct. Due to the expanded market coverage, future IRBC Agreement activities can potentially leverage a large group of actors across the wind energy value chain, with a higher chance of systemic change. This includes not only developers but also suppliers and contractors involved in offshore wind projects. This potential still needs to be realised.

Contribution - The Dutch government has been a frontrunner in the area of socially responsible public procurement in Europe, including through the identification of high risk products and services, for which public buyers need to work with social clauses (ISV) in tenders. However, public tenders in offshore wind energy were not within the direct scope of the ISV policy. Confronted with a lack of business interest in the wind energy sector, business parties in the IRBC Agreement steering committee started exploring the option of strengthening the demand side. A final breakthrough was realised through the networking and policy influencing activities of specific steering committee parties towards the Dutch Ministry of Climate and Green Growth, who set the terms and conditions for offshore wind energy tenders. The IRBC Agreement thus did not act as the sole driver of this outcome, but rather played a catalytic and enabling role by providing a platform through which private-sector actors could collectively engage with policymakers. In addition, the IRBC Agreement functioned as a credible reference framework, which facilitated the operationalisation of RBC criteria within tender procedures. The eventual inclusion of RBC criteria

[35] In one interview it was mentioned that the formulation of the RBC clauses has been watered down in the most recent round of tenders, although this requires further verification.

in tenders, and the use of IRBC Agreement participation as a qualification element, created strong market incentives for companies to join, beyond the effect of outreach activities alone.

Outcome 2: Increased networking & collaboration in context of collective project on responsible sourcing of copper

Outcome description - Two collective action projects of the IRBC Agreement cover the copper value chain, focused on copper mining and processing in Peru and Chili (one is up and running, the other still to be initiated). By establishing new forms of collaboration between a wide range of actors across the whole value chain - ranging from companies, standard setting bodies, expertise centres, governmental actors, trade unions, and NGOs – that share their expertise, networks, and resources, new points of leverage can potentially be identified to bring about change on the ground. Both actions do not try to re-invent the wheel, but build on and try to re-enforce ongoing initiatives. While efforts might need to be sustained over a longer period of time, the fact that the IRBC Agreement is managing to mobilise this comprehensive network should already be considered as a lower-level outcome. At this stage, the outcome is primarily visible at the level of network formation and collaboration, rather than concrete changes in practices or impacts on the ground.

Significance - The complementarity between both initiatives (larger, mostly formal suppliers versus ASM) reflects the hybrid reality on the ground, where large companies can be connected to a complex web of ASM miners. While the number of companies in both projects is still small, a larger number is following the actions with great interest. This suggests potential for future scaling, although active participation remains limited at this stage. At the same time, several stakeholders noted that this outcome remains relatively close to the level of outputs (i.e. networking and coordination), as concrete behavioural change or impact on the ground has not yet materialised.

Contribution - Both initiatives have not been designed as standalone projects but they actively interact with existing and upcoming initiatives and actors. One initiative coordinated under the European Partnership for Responsible Minerals (EPRM) is ongoing, and implemented by the Alliance for Responsible Mining (ARM), together with The Copper Mark, Danish Institute for Human Rights (DIHR), Sunrock Investments V.B, and the SER (for the IRBC Agreement). The second initiative, the Fair Impact Programme, has been submitted for RVO funding , and includes the trade union CNV International, IUCN NL, and three companies that are part of the IRBC Agreement. The contribution of the IRBC Agreement is visible in several ways. First, the EPRM-linked project in which the IRBC Agreement is involved was selected partly because of the diversity of actors represented within the Agreement, which was seen as a key strength. Second, the IRBC Agreement has helped to bring downstream renewable energy companies into discussions that are traditionally dominated by upstream mining actors, thereby strengthening value-chain linkages. Third, the initiative has contributed to expanding company participation: while initially involving two companies, there are ongoing efforts to broaden participation to three or four companies. Finally, the initial collaboration and network-building within the IRBC Agreement played a role in triggering the development of a second, complementary project, further extending the scope of collective action in the copper value chain.

Outcome 3: Wind energy sector: strengthening existing HRDD policies and monitoring/tracking systems

Outcome description - At the start of the IRBC Agreement, many wind energy companies were already relatively mature in terms of integrating HREDD in their policies and practices. However, their participation in the IRBC Agreement, and specifically the requirement to participate in the due diligence assessment process, led some/several companies to further strengthen, formalize, and expand their HREDD policies and internal monitoring/ tracking systems.

Evidence from the individual maturity due diligence assessments and key informant interviews with wind-sector companies indicates that IRBC Agreement membership contributed to:

- the further development or refinement of HREDD policies;
- improved internal tracking and documentation processes;
- more systematic approaches to risk identification, prioritization, and monitoring;
- There are indications that some companies have also broadened their due diligence scope beyond occupational safety and health (OSH), although this remains uneven across the sector;
- In several cases, participation in the IRBC Agreement has also helped sustainability teams to build internal leverage and justify further investments in HREDD within their organisations.
- Some companies reported initial steps towards extending due diligence beyond tier 1 suppliers, sometimes supported by collective pressure within the sector, although progress remains limited.

Findings from the survey for stakeholders of the IRBC Agreement also point to tangible changes in companies' RBC performance across sectors, particularly in the areas of identifying and prioritizing risks and tracking and monitoring.

Significance - This outcome is significant because strengthened HREDD policies and monitoring/tracking systems enhance companies' ability to identify and address adverse impacts in their value chains, which is a precondition to work towards the IRBC Agreement's objective of promoting more responsible practices across the renewable-energy sector. The observed improvements represent clear progress along pathway 2, which aims to advance alignment with international RBC standards such as the UNGPs and OECD Guidelines. These internal improvements can possibly lay the foundations for companies to engage more actively in pathway 4 (collective efforts to address shared risks in the sector). However, these improvements are primarily located at the level of policies, systems, and processes, and evidence of translation into concrete changes in operations or impacts in the supply chain remains limited at this stage.

Contribution - Due to their relatively larger size, companies in the (offshore) wind energy sector had already been exposed, before the start of the IRBC Agreement, to growing RBC expectations in the context of upcoming EU regulation. While these developments were not caused solely by the IRBC Agreement, evidence suggests that the IRBC Agreement played a meaningful catalytic role. The IRBC Agreement process and particularly the due diligence assessments, appears to have accelerated ongoing internal efforts, encouraged companies to formalize existing informal practices, and motivated some companies to introduce HREDD policies or documentation they had not previously prioritized. In addition, the due diligence action plans and practical tools developed within the IRBC Agreement (e.g. templates and toolboxes) provided concrete guidance that supported companies in operationalising and structuring their HREDD approaches.

Outcome 4: Solar energy sector: establishing HRDD policies and monitoring/tracking systems

Outcome description - Most of the signatory companies active in the solar energy sector are small to medium size companies, for which formalised RBC processes were rather new when joining the IRBC Agreement. On average, this group of companies made the most progress in the

due diligence assessments, an important component of the IRBC Agreement. This included, amongst others, the development of HREDD policies and monitoring/tracking systems, conducting risk assessments, developing action plans, and documenting sustainability efforts. The progress is documented in the individual maturity due diligence assessments, and was confirmed in key informant interviews with companies from the solar energy sector.

Findings from the survey for stakeholders of the IRBC Agreement also point to tangible changes in companies' RBC performance across sectors, particularly in the areas of identifying and prioritizing risks and tracking and monitoring. These findings confirm that solar energy companies, starting from a lower baseline, have made substantial relative progress in establishing basic HREDD systems and processes.

Significance - This outcome is significant because strengthened HREDD policies and documentation enhance companies' ability to identify and address adverse impacts in their value chains, which is in line with the IRBC Agreement's objective of promoting more responsible practices across the renewable-energy sector. The observed improvements represent clear progress along pathway 2, which aims to advance alignment with international RBC standards such as the UNGPs and OECD Guidelines. These internal improvements also create better conditions for companies to engage in pathway 4: collective efforts to address shared risks in the sector. However, the overall significance is constrained by structural challenges in the solar sector, including limited market coverage, weaker demand-side incentives, and strong price competition, which reduce companies' leverage over suppliers.

These challenges are related to the absence of strong commercial incentives (e.g. through public procurement), more limited exposure to regulatory requirements such as CSRD, difficult market conditions, and reliance on high-risk supply chains. As a result, companies face significant constraints in exercising leverage over suppliers, suggesting a stronger role for government intervention and demand-side measures in this sector. Upcoming regulatory developments, such as the EU Forced Labour Regulation, may increase pressure on the sector to strengthen due diligence practices. In addition, the predominance of SMEs implies more limited internal capacity to implement and sustain HREDD processes.

Contribution - Since most of the solar energy companies were still at the beginning of their HREDD implementation trajectory and do not fall under HREDD obligations because of their limited size, the IRBC Agreement has likely played a crucial part in setting in motion the HREDD trajectory that have otherwise probably stayed out of focus until more maturity was gained. In contrast to the wind sector, the IRBC Agreement therefore appears to function not only as an accelerator but also as an initiator of HREDD practices for many solar companies. The due diligence assessment process, combined with tools, templates, and learning sessions, provided structure and guidance that enabled companies to take initial steps in formalising their RBC practices.

Outcome 5: Worker welfare toolbox: joint development and initial piloting

Outcome description - Starting from 2024 onwards, several stakeholders from the IRBC Agreement, both companies and CSO organisations with the support of the Independent Secretariat, collectively developed and piloted the Worker Welfare Toolbox. The development process included dialogue sessions aimed at both raising awareness and gathering input from participating stakeholders.

This toolbox includes a set of practical instruments, such as trainings for internal staff on worker welfare, a procedure for complaints, risk assessments including action and remediation plans, templates for leaflets and posters for workers. A particular focus of the toolbox is on improving the conditions of vulnerable groups, especially migrant workers.

Version 0.5 of the Toolbox was launched in early 2025 for piloting, and participating organizations began integrating selected tools into their procurement processes, contractor engagement, and site-level worker-welfare monitoring practices. Some companies reported initial use of specific tools (e.g. communication materials such as posters), particularly at their own operational sites.

Collectively, these activities signal a shift towards more structured, coordinated cross-sector collaboration on worker welfare in renewable-energy construction and operations. Evidence for clear behavioural changes at the company level is limited, aside from some first anecdotical evidence arising from the key informant interviews that specific tools have been used (e.g. one company indicated that the poster templates were very useful), or are being considered for the future. At this stage, most applications remain within companies' own sites, while broader uptake across subcontractors and supply chains remains limited.

Besides the (limited) reported behavioral changes at company level, the worker welfare toolbox development process on itself can be considered as a lower level outcome in the form of a new shared practice of jointly developing and testing tools, in this case to identify, assess, and mitigate labour-related risks on renewable-energy sites. More broadly, the process has contributed to increased awareness, exchange of experiences, and mutual learning among participating organisations, thereby strengthening ownership of worker welfare issues.

Significance - This pattern of joint tool development and piloting is significant because it represents concrete progress under pathway 4 of the IRBC Agreement, which seeks to address actual and potential adverse impacts collectively through shared approaches and projects. By aligning the tools with the OECD Due Diligence Guidance and EU legislation (CSDDD, CSRD, and the Posting of Workers Directive), the initiative also contributes indirectly to pathway 2, which aims to advance compliance with international RBC standards.

The toolbox is also considered highly relevant by companies, particularly in cases where worker welfare issues arise at their own operational sites, making the tools directly applicable. At the same time, it remains too early to assess whether the toolbox leads to measurable improvements in working conditions, especially for vulnerable groups such as migrant workers. Structural constraints, including complex subcontracting chains, currently limit the ability to observe clear impacts on the ground.

Contribution - The IRBC Agreement played a central enabling role by convening companies and CSOs, providing a neutral space for collaboration, and facilitating joint design of the Toolbox. The multi-stakeholder format made it possible to combine technical expertise, worker-rights perspectives, and operational insights from site-level practice. The feature of the IRBC Agreement of bringing together companies and CSOs has been identified as an important strength of the IRBC Agreement in the key informant interviews (elaborate) This multi-stakeholder collaboration, including engagement with trade unions and CSOs, was essential to developing tools that are both practically applicable and grounded in worker-rights perspectives. In addition, the IRBC Agreement facilitated the gradual building of a network around worker welfare, supporting continued exchange and potential scaling of the toolbox.

Outcome 6: Strengthened collective awareness and dialogue on systemic forced labour risks in the Chinese PV sector

Outcome description - Between 2024 and 2025, REA parties collectively commissioned two independent reports by Globalworks on state-imposed forced labour and broader labour rights risks in the Chinese PV sector in China (Xinjiang). Engagement sessions with Uyghur diaspora were also organized in 2023 (to be confirmed). This created a shared understanding of the issue and opened up a sector-wide and politically sensitive internal debate. This increase in knowledge

and awareness was particularly significant for smaller companies with limited prior exposure to these risks. The debate, shaped by legal analyses and concerns about competition law and liability, marks a new level of engagement with systemic supply chain risks and the political implications of transparency. While no concrete behavioural or policy changes have resulted yet, the shared engagement and awareness represent an initial step in strengthening collective thinking within the Agreement. At the same time, the influence of the IRBC Agreement on upstream actors, particularly Chinese manufacturers, remains very limited, constraining the ability to translate awareness into action. The current focus on China highlights the need to consider whether similar attention should be given to other high-risk sourcing contexts.

Significance - This outcome is significant because it has supported a more informed and collective understanding of the systemic risks linked to forced labour in the Chinese PV sector. This contributes modestly to the intent of pathway 4, which encourages joint approaches to addressing actual and potential adverse impacts, and it also relates to pathway 2, as the findings can inform companies' efforts to align with international RBC standards. However, without the publication of the reports and a clear follow-up strategy, the learning potential risks being constrained to parties of the IRBC Agreement. The increase in awareness is considered particularly valuable for SMEs, for whom such systemic risks were previously less visible. At the same time, the absence of a clear follow-up strategy limits the translation of this awareness into concrete collective or individual actions. Upcoming regulatory developments, such as the EU Forced Labour Regulation, are likely to increase pressure on the sector to move from awareness to action.

Contribution - The Agreement contributed to this outcome by providing the multi-stakeholder platform and collaborative structures through which this shared awareness emerged. The Agreement explicitly brings together companies, civil society organisations, labour unions, knowledge institutions and government to jointly address severe and systemic supply-chain risks that cannot be solved individually. It also mandates collective due diligence, including joint fact-finding and research to generate shared understanding of risks, and encourages the identification and prioritisation of severe "industry hotspots" where individual leverage is limited (Article 4.14). Through these structures, the IRBC Agreement enabled companies to engage collectively with a highly sensitive and complex issue that would have been difficult to address individually.

At the same time, the Agreement has not yet established a clear strategy for follow-up actions, limiting its contribution to the level of awareness-raising and joint analysis. Recent efforts to engage with other sector initiatives (e.g. dialogues with external industry platforms) suggest initial steps towards increasing leverage, although these remain at an early stage.

Outcome 7: Increased interaction and joint dialogue between companies and civil society organisations

Outcome description - Participation in the Agreement has also led to a noticeable increase in structured interaction between companies and civil society organisations (CSOs). Through intervision sessions and other facilitated meetings, companies and CSOs now sit together to discuss specific risk topics brought forward by companies themselves. In addition, stakeholder engagement sessions have been organised between companies and CSOs, including actors closer to the ground. The sessions provide space for companies to raise challenges, seek expertise, and engage in open dialogue with CSOs and labour unions—forms of engagement that were previously limited or ad hoc. While both companies and CSOs report that it has been difficult at times to find a match between the topics of interest to both parties, the interactions already resulted in more direct channels of communication and more regular exchange of information and perspectives on human rights and environmental risks. These interactions have also contributed to a gradual shift in how companies perceive and engage with CSOs, with some indicating

increased openness to collaboration. At the same time, this increased interaction largely remains within the context of the IRBC Agreement, with more limited spillover beyond it.

Significance - This outcome is significant because increased interaction between companies and CSOs strengthens the Agreement's ability to identify, analyse, and address salient human rights and environmental risks. Bringing companies and CSOs into direct dialogue enhances the quality of risk assessments, promotes transparency, and builds trust. It also aligns with the Agreement's intention to integrate voices on the ground and draw on the expertise of civil society to support due diligence implementation. These interactions contribute to more robust and informed HRDD practices and enhance the Agreement's capacity to generate meaningful change in supply chains. The strengthening of trust and mutual understanding between companies and CSOs is considered a particularly important dimension of this outcome. There are also indications of behavioural change, with companies increasingly recognising the added value of engaging with CSOs in their due diligence processes. However, remaining differences in priorities—particularly between business feasibility considerations and CSO focus on severity of risks—continue to pose challenges for fully aligning collective objectives.

Contribution - The Agreement's formal requirement to involve a wide range of stakeholders in due diligence processes, combined with its emphasis on dialogue and collective problem-solving, played a key role in enabling this behaviour. The Secretariat's facilitation of intervision sessions and collective workshops creates safe and predictable spaces where companies and CSOs can interact constructively. The due diligence assessment cycle encouraged companies to identify priority risks and bring them to multi-stakeholder discussions, while CSOs' expertise and role in the Agreement made their input both accessible and relevant. Together, these structures reduced barriers to engagement and encouraged companies to gradually initiate more open exchanges with civil society actors. At the same time, several parties indicated that they expect even more efforts to further improve CSO-company interactions. The involvement of labour unions also adds an additional dimension, as they can raise labour rights issues in a different type of dialogue with companies. Recent discussions within the Agreement (e.g. dedicated sessions on aligning objectives) indicate ongoing efforts to strengthen coherence and collaboration between companies and CSOs.

Outcome 8 (beyond original objectives): IRBC as a key instrument to accelerate RBC internationally in wind & solar energy sectors

Outcome description - Survey results indicate that participating organizations perceive the Agreement as relevant for strengthening responsible business conduct (RBC) within the renewable-energy sector, beyond the Netherlands. Respondents rated the Agreement as playing an important role in advancing RBC practices, being a pioneering initiative in the sector, and having potential to inform the development of future RBC standards internationally. The Agreement was also viewed as one of the more significant RBC initiatives currently active in the sector[36]. This perception of external influence was not anticipated or explicitly aimed at as an outcome, therefore represents an unforeseen outcome. More broadly, several stakeholders expressed the expectation that the IRBC Agreement could serve as a reference or example for similar initiatives in other countries or at EU level, although concrete replication or uptake remains limited so far.

Significance - This outcome is significant because it suggests that the Agreement is perceived as having reputational and normative relevance beyond what is explicitly formulated in the Agreement

[36] one key informant interviewee argued that the IRBC Agreement had served as an inspiration for elements of the European Net Zero Act, although this was not confirmed by other interviewees and should be treated with caution.

itself. The fact that participants view the Agreement as pioneering and potentially influencing or accelerating the development of future standards indicates an unexpected form of visibility. Although this does not yet constitute demonstrable sector-level change, it reflects an early perception that the Agreement may serve as a reference point in the wider RBC landscape. At the same time, stakeholders emphasised that, despite these positive perceptions, the Agreement has not yet led to substantial change at the sector level internationally. There are also concerns that potential future scaling—particularly at EU level—could shift the focus from practical collective action towards more policy-oriented or lobbying dynamics.

Contribution - The Agreement contributed to this outcome through the structures and processes it establishes. Its multi-stakeholder design is intended to foster shared learning, collective leverage, and joint approaches to severe risks. Activities such as collective projects, joint due-diligence tools, workshops, and dialogue with stakeholders increase the Agreement's visibility and may shape how participants perceive its role in the sector. Although the Agreement did not aim to influence external legislation and cannot be considered the direct cause of such perceptions, these built-in collaborative processes appear to have enabled participants to see the Agreement as relevant beyond its internal commitments.

Outcome 9 (unforeseen): company interest to join the Agreement & the establishment of a 'membership committee'

Outcome description - Since the start of the Agreement, an unexpectedly high number of companies, both Dutch and international, expressed interest in joining the Agreement, especially in the wind energy sector. This development has a positive effect on the market coverage of the IRBC Agreement. This can be considered as a first distinct element of the outcome: increased company interest and participation, contributing to the scaling of the Agreement. At the same time, this also raised new questions about the standards and conditions for participation. For example, views diverged about whether Chinese companies or companies that have operations in domains or made statements in the public domain, that are seen as not compatible with the goals and principles of IRBC Agreement, should be able to join. This can be considered as a second distinct element of the outcome: the emergence of debates around membership criteria and compatibility with the Agreement's values. In addition, there is also an impact on the capacity of the SER secretariat and CSOs to manage and support a larger group of companies. As a result, a new Membership Committee was established, a structure not foreseen in the original governance design. The creation of this committee centralized responsibilities that no previous agreement had. The establishment of this committee reflects a structural response to both increased demand for participation and the need for clearer governance on membership decisions.

Significance - This outcome is significant since it introduces a formalized vetting process for new companies that strengthens governance and gatekeeping, and can enable scaling while safeguarding integrity. It also demonstrates the relevance of the Agreement internationally. At the same time, stakeholders expressed diverging views on the significance of this outcome. Some consider the increased company interest as highly significant due to its effect on market coverage, while others view the governance challenges and membership debates as lower in significance or more ambiguous. Positive aspects include stronger gatekeeping and clearer criteria for participation. However, potential downsides include the risk of excluding companies that are willing to improve, as well as recurring tensions around defining "red lines" for participation. These discussions reflect a broader systemic issue concerning how to balance inclusiveness with credibility in multi-stakeholder initiatives.

Contribution - The high interest of companies to join the agreement and the consequent establishment of the membership committee was likely influenced by the broad outreach efforts mandated in the Agreement (both Secretariat and Parties of the Agreement) and the explicit aim

to scale up signatories. However, the use of participation in the Agreement as a tender criteria created strong market incentives for companies to join, regardless of the Agreement's own outreach.
The contribution of the IRBC Agreement to this outcome can therefore be understood as indirect and interacting with external factors, particularly public procurement policies that made participation commercially relevant. While outreach and visibility efforts contributed to awareness of the Agreement, the introduction of tender-related incentives appears to have been the primary driver of increased company interest. The establishment of the Membership Committee can be seen as an internal governance response by the IRBC Agreement to manage these external pressures and increased demand.

Outcome 10 (unforeseen): stopping active outreach due to company interest to join the Agreement

Outcome description - Agreement stopped conducting active outreach to potential new signatories, despite outreach being one of the Agreement's core strategic pathways. This decision represented a shift away from the Agreement's original intention to continuously expand participation and international leverage. It was reported that the decision was driven primarily by insufficient capacity to manage the unexpectedly large influx of interested companies and the associated vetting workload. At the same time, outreach activities have not completely ceased, but are in some cases continued informally by individual parties to the Agreement by reaching out to their supplier networks rather than coordinated centrally by the Secretariat.

Significance - Stopping outreach is significant because it represents a deviation from one of the Agreement's explicit mechanisms for achieving its objectives of scaling up signatories and annual outreach planning, making this suspension an unintended but important deviation from the intended strategy. This shift has implications for the Agreement's ability to expand its market coverage and international leverage over time.

Contribution - This shift was driven partly by internal factors, especially limited Secretariat capacity and the heavy vetting burden created by the surge in applications and partly by the external factor of the use of participation in the Agreement as a tender criteria, which increased company interest independently of outreach efforts. In addition, outreach activities are not exclusively carried out by the Secretariat (SER), but also by other parties to the Agreement, which further nuances the interpretation of this shift. The contribution of the IRBC Agreement to this outcome is therefore indirect, as the decision reflects internal capacity constraints in response to externally driven demand, rather than a deliberate strategic choice embedded in the Agreement itself.

Outcome 11: Improvements in company-level HREDD practices

Outcome description - Since participating in the Agreement process, several companies have made tangible improvements in their Human Rights Due Diligence (HRDD) practices. These improvements vary significantly across companies, depending on their starting point and level of prior maturity.

Examples of observed behavioural changes include:

- Strengthening individual grievance mechanisms to bring them in line with international standards (e.g., UNGPs and OECD Guidelines).
- Actively involving colleagues from other departments—such as procurement, operations, and legal—in Agreement-related learning sessions, thereby integrating HRDD across organisational functions.

- Introducing or formalising risk assessment processes as part of their due diligence responsibilities, where previously such assessments were not conducted systematically.
- Increasing interaction and dialogue with suppliers as a direct result of the due diligence assessment process, leading to more structured engagement on risks and expectations.
- Stakeholder engagement (internal and external) across the value chain.

For some companies, particularly those with limited prior engagement in HRDD, these changes represent the establishment of entirely new practices. For others, especially more mature companies, the changes relate more to strengthening, accelerating, or formalising existing approaches. While these improvements are considered "tangible" in the sense of observable changes in policies, processes, and organisational practices, evidence of downstream impact in supply chains remains limited.

Significance - These behavioural changes are significant because they demonstrate that the Agreement is contributing to substantive improvements in how companies carry out HREDD. The enhanced grievance mechanisms, cross-departmental involvement, introduction of structured risk assessments, and more active supplier engagement all contribute directly to the Agreement's core objective of strengthening responsible business conduct in renewable energy supply chains. The significance of this outcome is also linked to the core objectives of the Agreement, making it one of its central intended results. However, the level and depth of improvements vary considerably across companies, with some showing substantial progress and others more incremental changes. In addition, most observed improvements relate to policies and processes (e.g. code of conduct, risk assessment systems), and it remains less clear to what extent these translate into concrete operational changes or measurable impacts in supply chains.

Contribution - These changes in company-level HREDD practices were influenced by several elements of the Agreement. The due diligence assessment cycle, particularly the use of the Maturity Assessment Tool (MAT) and the requirement to submit annual Due Diligence Action Plans, obliged companies to systematically analyse risks, plan improvements, and follow up on progress, which directly stimulated new internal practices and procedures related to HREDD. In addition, the workshops, guidance, and support offered by the Secretariat and the Working Group on Due Diligence created the conditions for companies to better understand the expectations of the OECD Guidelines and the UNGPs about RBC and to translate these into concrete actions.

The Agreement also provided a "push" mechanism (through mandatory assessments and reporting) as well as a "pull" mechanism (through tools, peer learning, and exchange), which together supported companies in advancing their HRDD practices. For companies with limited prior experience, the Agreement played a more foundational role, while for more advanced companies it acted primarily as an accelerator and structuring mechanism. The extent of the Agreement's contribution also appears to be influenced by sector dynamics, with higher market coverage in the wind sector potentially reinforcing uptake and diffusion of practices across companies and their suppliers.

Outcome 12: Strengthened networking and peer learning among companies

Outcome description - Since participating in the Agreement, companies have begun engaging more actively in peer-to-peer networking and collaboration. Anecdotal evidence from interviews shows that companies with less experience in HREDD consult larger or more experienced companies to seek advice on processes such as risk assessments, due diligence steps, and supplier engagement. The Agreement has also made it significantly easier for companies to identify and reach relevant counterparts, and some participants now view the Agreement as an important

platform for collaborating with other companies on shared challenges in renewable-energy supply chains.
Due to the Agreement activities, companies get to know each other on a personal level and build interpersonal trust. Therefore, it becomes easier to reach out and ask for advice and/or collaboration. The confidentiality clause of the Agreement also makes it possible to discuss sensitive issues with each other.

Significance - This outcome is significant because peer-to-peer networking strengthens collective leverage and supports more consistent implementation of responsible business conduct across the sector. By enabling companies to learn from one another, particularly across differences in size and maturity, the Agreement fosters shared norms and helps accelerate the uptake of HRDD practices. These improved relationships enhance the overall functionality of the multi-stakeholder process and support the Agreement's core ambition of improving due diligence performance and addressing risks in renewable-energy supply chains. The significance of this outcome depends in part on the extent to which such peer learning is widespread rather than incidental. Nevertheless, it is particularly relevant for companies with less experience in due diligence, who can benefit from the knowledge and practices of more advanced peers.

Contribution - This behavioural change was influenced by the Agreement's multi-stakeholder design and the Secretariat's facilitation of regular interactions. Collective sessions, onboarding activities, intervision meetings, and due diligence workshops created an environment where companies of different sizes and maturity levels could meet, share experiences, and exchange practical knowledge. The due diligence assessment process itself prompted companies to reflect on their own systems and seek peer guidance as they navigated expectations under the OECD Guidelines and UNGPs. These structured and informal interactions lowered barriers to communication and enabled companies to learn from one another in ways that did not exist prior to the Agreement. There are indications that participation in in-person sessions may further strengthen these networking effects compared to online-only participation.

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