SANCTIONS BOARD | WORLD BANK GROUP
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**Date of issuance: September 22, 2022**

**Sanctions Board Decision No. 139**
**(Sanctions Case No. 724)**

**IDA Credit No. 5026-LR**
**IDA PPA No. V1080**
**Republic of Liberia**

**Decision of the World Bank Group[1] Sanctions Board imposing a sanction of debarment with conditional release on the respondent individual in Sanctions Case No. 724 (the "Respondent"), together with certain Affiliates,[2] for a minimum period of two (2) years and ten (10) months beginning from the date of this decision. This sanction is imposed on the Respondent for corrupt and collusive practices.**

## I. INTRODUCTION

1. The Sanctions Board convened in June 2022 as a panel composed of Maria Vicien Milburn (Chair), Michael Ostrove, and Adedoyin Rhodes-Vivour to review this case. Neither the Respondent nor the World Bank Group's Integrity Vice Presidency ("INT") requested a hearing in this matter. Nor did the Chair decide, in her discretion, to convene a hearing. Accordingly, the Sanctions Board deliberated and reached its decision based on the written record.[3]

2. In accordance with Section III.A, sub-paragraph 8.02(a) of the Sanctions Procedures, the written record for the Sanctions Board's consideration included the following:

i. Notice of Sanctions Proceedings issued by the World Bank's Suspension and Debarment Officer (the "SDO") to the Respondent on July 20, 2021 (the "Notice"), appending the Statement of Accusations and Evidence (the "SAE") submitted by INT to the SDO (undated);

ii. Explanation submitted by the Respondent to the SDO on October 1, 2021;

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[1] In accordance with Section II(y) of the World Bank Procedure: Sanctions Proceedings and Settlements in Bank Financed Projects, issued on June 28, 2016 (the "Sanctions Procedures"), the term "World Bank Group" means, collectively, the International Bank for Reconstruction and Development ("IBRD"), the International Development Association ("IDA"), the International Finance Corporation ("IFC"), and the Multilateral Investment Guarantee Agency ("MIGA"). The term "World Bank Group" includes Bank Guarantee Projects and Bank Carbon Finance Projects, but does not include the International Centre for Settlement of Investment Disputes ("ICSID"). As in the Sanctions Procedures, the terms "World Bank" and "Bank" are here used interchangeably to refer to both IBRD and IDA. See Sanctions Procedures at Section II(x).

[2] Section II(a) of the Sanctions Procedures defines "Affiliate" as "any legal or natural person that controls, is controlled by, or is under common control with, the Respondent, as determined by the Bank." The sanction imposed by this decision applies only to those Affiliates that are directly or indirectly controlled by the Respondent. See infra Paragraphs 56, 66.

[3] See Sanctions Procedures at Section III.A, sub-paragraph 6.01.

iii. Response submitted by the Respondent to the Secretary to the Sanctions Board on December 2, 2021 (the "Response");

iv. Reply submitted by INT to the Secretary to the Sanctions Board on January 28, 2022 (the "Reply");

v. Additional submission filed by INT with the Secretary to the Sanctions Board on May 24, 2022 ("INT's Additional Submission"); and

vi. Additional submission filed by the Respondent with the Secretary to the Sanctions Board on May 31, 2022 (the "Respondent's Additional Submission").

## II. PROCEDURAL HISTORY

3. *Issuance of Notice and temporary suspension*: On July 20, 2021, pursuant to Section III.A, sub-paragraphs 4.01 and 4.02 of the Sanctions Procedures, the SDO issued the Notice and temporarily suspended the Respondent, together with any entity that is an Affiliate directly or indirectly controlled by the Respondent, from eligibility[4] with respect to any Bank-Financed Projects,[5] pending the final outcome of these sanctions proceedings. The Notice specified that the temporary suspension would apply across the operations of the World Bank Group.

4. *SDO's initial recommendations*: Pursuant to Section III.A, sub-paragraphs 4.01(c), 9.01, and 9.04 of the Sanctions Procedures, the SDO recommended in the Notice the sanction of debarment with conditional release for the Respondent, together with any entity that is an Affiliate directly or indirectly controlled by the Respondent. The SDO recommended a minimum period of ineligibility of seven (7) years, after which period the Respondent may be released from ineligibility only if he has, in accordance with Section III.A, sub-paragraph 9.03 of the Sanctions Procedures, demonstrated to the World Bank Group's Integrity Compliance Officer (the "ICO") that the Respondent (i) has taken appropriate remedial measures to address the sanctionable practices for which the Respondent has been sanctioned; (ii) has completed training and/or other educational programs that demonstrate a continuing commitment to personal integrity and business ethics; and (iii) any entity that is an Affiliate directly or indirectly controlled by the Respondent has adopted and implemented, in a manner satisfactory to the Bank, integrity compliance measures as may be imposed by the ICO to address the sanctionable practices. The SDO took into account the two different types of sanctionable misconduct for which he found the Respondent liable. The SDO applied aggravation for the Respondent's repeated pattern of corrupt practices. The SDO did not identify any applicable mitigating factors.

5. *SDO's final recommendations*: The Respondent submitted an Explanation to contest the SDO's finding of liability for the alleged corrupt practices and requested a less severe sanction for

[4] The full scope of ineligibility effected by a temporary suspension is set out in the Sanctions Procedures at Section III.A, sub-paragraphs 4.02(a) and 9.01(c), read together.

[5] The term "Bank-Financed Projects" encompasses an investment project or a program for results operation, for which IBRD or IDA (as the case may be), whether acting for its own account or in the capacity as administrator of trust funds funded by donors, has provided financing in the form of a loan, credit or grant and governed by the Bank's Procurement Guidelines, Consultant Guidelines, or Anti-Corruption Guidelines. See Sanctions Procedures at Section II(e).

the alleged collusive practices. In his review of the Explanation, the SDO applied additional mitigation for the Respondent's partial acceptance of responsibility and limited voluntary corrective action. Accordingly, pursuant to Section III.A, sub-paragraph 4.03(a)(ii) of the Sanctions Procedures, the SDO declined to withdraw the Notice but revised the recommended sanction to debarment with conditional release after a minimum period of ineligibility of five (5) years and seven (7) months.

6. *Submission of Response and referral to Sanctions Board*: As provided by Section III.A, sub-paragraph 5.01(a) of the Sanctions Procedures, a respondent may contest INT's allegations and/or the SDO's recommended sanction within 90 days from the date on which the Notice is deemed to have been delivered to that respondent. The Respondent submitted a belated Response on December 2, 2021, and subsequently filed a request for a retroactive extension of the applicable deadline. The Chair, in her discretion, granted the Respondent's request and admitted the Response into the record on December 3, 2021.

## III. GENERAL BACKGROUND

7. This case arises in the context of two projects in the Republic of Liberia (the "Recipient"): (i) the Integrated Public Financial Management Reform Project ("Project 1"), which sought to improve budget coverage, fiscal policy management, financial control, and oversight of government finances; and (ii) the Integrated Public Financial Management Reform Project II ("Project 2"), which sought to improve public resources management and accountability (together, the "Projects"). On March 20, 2012, IDA entered into a financing agreement with the Recipient to provide an amount equivalent to Special Drawing Rights ("SDR") 3.2 million (approximately US$4.92 million at the time of signature) for Project 1 ("Financing Agreement 1").[6] On July 26, 2017, IDA entered into an advance agreement with the Recipient to provide a project preparation advance in the amount of US$3.86 million for Project 2 ("Financing Agreement 2").[7] The Projects were implemented by the same project implementation unit (the "PIU") under the Recipient's Ministry of Finance and Development Planning (the "Ministry").

8. Between June 2013 and February 2019, the Respondent served as the Ministry's Data Center Manager pursuant to a series of Bank-financed consultant agreements under the Projects (the "Consultant Agreements").[8] Under the Consultant Agreements, the Respondent was responsible for the oversight of a principal data center site (the "Data Center") and secondary data center sites necessary for the operation of the Recipient's integrated financial management system.

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[6] Financing Agreement 1 references a trust fund agreement whereby IDA would act as an administrator of grant funds to be provided by the Swedish International Development Cooperation Agency ("SIDA") and the United States Agency for International Development ("USAID") to assist the Recipient in financing Project 1 (the "Trust Fund Grant Agreement"). The record does not include a copy of the Trust Fund Grant Agreement.

[7] Together with Financing Agreement 1, hereinafter referred to as the "Financing Agreements."

[8] The Consultant Agreements included: (i) a contract dated June 28, 2013 ("Consultant Agreement 1"); (ii) an addendum dated July 21, 2014 ("Addendum 1"); (iii) an addendum dated July 13, 2015 ("Addendum 2"); (iv) an addendum dated June 30, 2016 ("Addendum 3"); (vi) a contract dated October 18, 2017 ("Consultant Agreement 2"); (vii) a contract dated July 2, 2018 ("Consultant Agreement 3"); and (viii) an addendum dated December 20, 2018 ("Addendum 4"). Consultant Agreement 1 and Addenda 1-3 were procured and financed under Project 1. Consultant Agreements 2-3 and Addendum 4 were procured and financed under Project 2.

9. In and around the same period, the Ministry awarded several contracts to an energy systems distribution company ("Company A") through direct negotiations under the Projects. These contracts included: (i) an agreement to provide a backup energy source and related maintenance services for the Data Center, dated May 21, 2013 ("Contract 1"); (ii) a purchase order of equipment for a secondary data center site, dated October 27, 2015 ("Contract 2"); (iii) an agreement for maintenance services for battery systems relating to the Data Center, dated December 22, 2015 ("Contract 3"); (iv) a purchase order of equipment for the Data Center, dated January 26, 2016 ("Contract 4"); (v) an agreement for maintenance services for battery systems relating to the Data Center, dated May 2017 ("Contract 5"); and (vi) an agreement for maintenance services for battery and inverter systems relating to the Data Center and a secondary data center site, dated December 2017 ("Contract 6").[9]

10. In addition, on March 8, 2018, the PIU issued a request for quotations for maintenance services relating to the Data Center (the "Request for Quotations") under Project 2. A technology company ("Company B") submitted its quotation on March 27, 2018. Company B was ultimately selected and entered into a contract with the Ministry on July 30, 2018 ("Contract 7").

11. INT alleges that the Respondent engaged in a corrupt practice by receiving payments from Company A in exchange for his influence in the procurement or execution of Contracts 2-6. INT further alleges that the Respondent engaged in a collusive practice by entering into an arrangement with Company B in order to influence improperly the procurement process for Contract 7.

## IV. APPLICABLE STANDARDS OF REVIEW

12. *Standard of proof*: Pursuant to Section III.A, sub-paragraph 8.02(b)(i) of the Sanctions Procedures, the Sanctions Board determines whether the evidence presented by INT, as contested by a respondent, supports the conclusion that it is "more likely than not" that the respondent engaged in a sanctionable practice. Section III.A, sub-paragraph 8.02(b)(i) defines "more likely than not" to mean that, upon consideration of all the relevant evidence, a preponderance of the evidence supports a finding that the respondent engaged in a sanctionable practice.

13. *Burden of proof*: Under Section III.A, sub-paragraph 8.02(b)(ii) of the Sanctions Procedures, INT bears the initial burden of proof to present evidence sufficient to establish that it is more likely than not that a respondent engaged in a sanctionable practice. Upon such a showing by INT, the burden of proof shifts to the respondent to demonstrate that it is more likely than not that its conduct did not amount to a sanctionable practice.

14. *Evidence*: As set forth in Section III.A, sub-paragraph 7.01 of the Sanctions Procedures, formal rules of evidence do not apply; and the Sanctions Board has discretion to determine the relevance, materiality, weight, and sufficiency of all evidence offered.

15. *Applicable definitions of sanctionable practices*: Financing Agreement 1 provided that the World Bank's Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants By World Bank Borrowers (January 2011) (the "January 2011 Consultant Guidelines") would govern procurement of consulting services under Project 1. The Consultant

[9] Contracts 1-5 were procured and financed under Project 1. Contract 6 was procured and financed under Project 2.

Agreements procured under Project 1[10] did not identify the applicable guidelines or include any definitions of sanctionable practices. Financing Agreement 2 provided that the World Bank's Procurement Regulations for Borrowers under Investment Project Financing (July 2016) would govern procurement of consulting services under Project 2. However, the Consultant Agreements procured under Project 2[11] incorporated the definitions of sanctionable practices contained in the January 2011 Consultant Guidelines. In these circumstances, the corrupt and collusive practices alleged in this case have the meanings set forth in the January 2011 Consultant Guidelines.[12] Paragraph 1.23(a)(i) of the January 2011 Consultant Guidelines defines the term "corrupt practice" as "the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party." A footnote to this definition explains that the term "another party" refers to "a public official acting in relation to the selection process or contract execution" and that the term "public official" includes "World Bank staff and employees of other organizations taking or reviewing selection decisions."[13] Paragraph 1.23(a)(iii) of the January 2011 Consultant Guidelines defines the term "collusive practice" as "an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party." A footnote to this definition explains that the term "parties" comprises "participants in the procurement or selection process (including public officials) attempting . . . to simulate competition or to establish contract prices at artificial, non-competitive levels."[14]

## V. PRINCIPAL CONTENTIONS OF THE PARTIES

### A. INT's Principal Contentions in the SAE

16. *Corruption allegation*: INT alleges that the Respondent received two corrupt payments from Company A: (i) a payment of US$2,000 in or around October 2015 ("Payment 1"), and (ii) a payment of US$1,000 in May 2016 ("Payment 2") (together, the "Payments"). According to INT, at the time of the Payments, the Respondent was the PIU's designated representative for all matters relating to the Data Center, playing a key role in procurement processes under the Projects and exercising direct supervisory authority over Company A's contracts. INT contends that, in exchange for the Payments, the Respondent improperly influenced the procurement or execution of Contracts 2-6 in favor of Company A, including by ensuring the acceptance of equipment deliveries, facilitating the processing of invoices, and inducing the award of contracts and orders. INT submits that the Respondent exercised such influence in the performance of his ordinary duties as Data Center Manager and under temporary authority as Acting Director of the Ministry's technology unit.

17. *Collusion allegation*: INT alleges that the Respondent engaged in an improper arrangement with Company B in order to influence the procurement process and award of Contract 7. According to INT, the Respondent unduly favored Company B by (i) disclosing Contract 7's confidential

[10] Namely, Consultant Agreement 1 and Addenda 1-3
[11] Namely, Consultant Agreements 2-3 and Addendum 4.
[12] Consistent with the Bank's legal framework applicable to sanctions, as well as considerations of equity, the standards applicable in the event of a conflict shall be those agreed between the borrowing or recipient country and the respondent as governing the contract at issue, rather than the standards agreed between the borrowing or recipient country and the Bank. See, e.g., Sanctions Board Decision No. 59 (2013) at para. 11.
[13] January 2011 Consultant Guidelines at para. 1.23(a)(i), n.19.
[14] January 2011 Consultant Guidelines at para. 1.23(a)(iii), n.21.

technical requirements (the "Draft Requirements") to Company B's staff prior to publication, and (ii) inducing the PIU to tailor technical specifications, overlook qualification requirements, reduce the contractual duration, agree to a 100% advance payment, and select Company B as the winner.

18. *Sanctioning factors*: INT submits that aggravation is warranted for the Respondent's repeated pattern of corruption. INT also contends that any mitigation earned for cooperation should be offset by the Respondent's denials of responsibility and knowledge of his own misconduct during INT's investigation.

### B. The Respondent's Principal Contentions in the Explanation and the Response

19. *Corruption allegation*: The Respondent challenges INT's evidence of the Payments and appears to deny having final authority to exercise the alleged influence in favor of Company A.

20. *Collusion allegation*: The Respondent admits to influencing the procurement process and award of Contract 7 in favor of Company B. This notwithstanding, the Respondent claims to have acted on the instructions of his supervisor (the "PIU Coordinator") and denies having personally distributed the Draft Requirements to Company B's staff.

21. *Sanctioning factors*: The Respondent opposes any aggravation and requests mitigation based on his cooperation with INT's investigation, admission of misconduct, minor role in the misconduct, and voluntary corrective action.

### C. INT's Principal Contentions in the Reply

22. *Corruption allegation*: INT reasserts its position that the Respondent had authority and influence over Company A's contracts and received the Payments with corrupt intent.

23. *Collusion allegation*: INT acknowledges the Respondent's admission and reiterates its contention that the Respondent shared the Draft Requirements with Company B.

24. *Sanctioning factors*: INT submits that mitigation is warranted for the Respondent's cooperation, admission of misconduct, and voluntary corrective action, but not for the Respondent's asserted minor role in the misconduct.

### D. INT's Principal Contentions in Its Additional Submission

25. Consistent with Section III.A, sub-paragraph 5.01(c) of the Sanctions Procedures, the Chair invited INT to present written clarifications on (i) the Bank's asserted basis for jurisdiction over the Respondent's conduct as Acting Director and (ii) INT's efforts to interview the PIU Coordinator. In its Additional Submission, INT maintains that the Bank has authority to sanction the Respondent for his conduct as Acting Director because he was serving in this capacity as a Bank-financed public official under the Projects. In addition, INT argues that it did not seek to interview the PIU Coordinator because his testimony was unnecessary to prove the Respondent's involvement in the alleged collusive practice.

### E. The Respondent's Principal Contentions in His Additional Submission

26. Upon the Chair's invitation, the Respondent filed his Additional Submission addressing the same points of clarification as INT. The Respondent argues that the Bank lacks jurisdiction over his conduct as Acting Director because he performed this role as a government official and his responsibilities did not relate directly to the Projects. Moreover, the Respondent contends that INT's failure to interview the PIU Coordinator weighs in favor of the Respondent's asserted minor role in the alleged scheme.

## VI. THE SANCTIONS BOARD'S ANALYSIS AND CONCLUSIONS

27. The Sanctions Board will first address the issue of jurisdiction in this case. The Sanctions Board will then consider whether it is more likely than not that the Respondent engaged in the alleged corrupt and collusive practices. Finally, the Sanctions Board will determine what sanctions, if any, should be imposed on the Respondent.

### A. Jurisdiction

28. The parties did not initially raise jurisdictional issues in their pleadings. Nevertheless, the Sanctions Board sought to clarify the Bank's authority to pursue the present allegations and sanction the Respondent as a public official. Upon the Chair's invitation, as noted above, the parties filed their respective Additional Submissions addressing this matter.

29. Under the sanctions framework, the term "public official" refers to individuals acting in relation to a procurement or selection process or contract execution, either as government officials (e.g., civil servants, political appointees) or under other types of public appointment (e.g., Bank staff, Bank consultants).[15] This distinction is relevant because, pursuant to the Bank's longstanding policy, government officials should be exempted from sanctions in relation to official acts,[16] while other categories of public officials may not enjoy the same protection.[17] In line with these standards, the Sanctions Board has consistently asserted jurisdiction over public officials employed as consultants under Bank-financed contracts.[18]

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[15] See, e.g., January 2011 Consultant Guidelines at para. 1.23(a)(i), n.19; Sanctions Board Decision No. 78 (2015) at para. 45.

[16] This policy is primarily grounded in the Bank's general duties, as a multilateral institution, to respect the sovereignty of its members, cooperate with national agencies, and refrain from interfering in political affairs. See Advisory Opinion on Certain Issues Arising in Connection with Recent Sanctions Cases, No. 2010/1 (November 15, 2010) ("Advisory Opinion") at paras. 128-130; The World Bank Group's Sanctions Regime: Information Note (November 2011) ("Information Note") at pp. 16-20; Sanctions Board Decision No. 115 (2019) at para. 30.

[17] See, e.g., Sanctions Board Decision No. 78 (2015) at para. 45.

[18] See, e.g., Sanctions Board Decision No. 78 (2015) (where the respondent was employed by the recipient country as a project manager under a Bank-financed consultant contract); Sanctions Board Decision No. 124 (2020) (where the respondent was employed by the recipient country as a senior procurement specialist under a Bank-financed consultant contract); Sanctions Board Decision No. 125 (2020) (where the respondent was employed by a firm providing tender assistance and technical services to the borrowing country under a Bank-financed consultant contract); Sanctions Board Decision No. 133 (2021) (where the respondent was employed by a firm providing tender assistance and technical services to the borrowing country under a Bank-financed consultant contract).

30. Here, the Respondent is accused of misconduct as a public official in two different functions – Data Center Manager and Acting Director. The record shows, and the parties do not dispute, that the Respondent was employed as Data Center Manager under the Bank-financed Consultant Agreements between June 2013 and February 2019.[19] Under the Consultant Agreements and Financing Agreements, the Respondent's acts in this capacity were subject to the January 2011 Consultant Guidelines – including with respect to applicable ethical standards and the Bank's right to impose sanctions.[20] Such acts comprised, as detailed below,[21] the Respondent's alleged use of his position of authority over the Projects to facilitate the processing of a payment under Contract 2 and to influence the procurement of Contracts 3-7 in favor of Company A or Company B. In these circumstances, consistent with precedent,[22] the Sanctions Board finds that the Respondent's alleged conduct as Data Center Manager falls under the Bank's jurisdiction.

31. By contrast, despite the parties' Additional Submissions, the Respondent's employment status as Acting Director remains unclear. INT alleges that the Respondent was exercising this function on a temporary basis when he, under corrupt influence, accepted a delivery order, a work completion order, and an invoice from Company A in March 2016. According to INT, this conduct is subject to the Bank's jurisdiction because there is no evidence that the Respondent changed his status from Bank-financed consultant to government official while serving as Acting Director. For his part, the Respondent argues that he is exempt from sanctions as Acting Director because he served in this capacity as a government official without any direct responsibilities over the Projects. However, in support of this defense, the Respondent refers to contracts governing his employment as a Director within the Ministry in the period between June 2011 and June 2013 – i.e., nearly three years prior to his alleged conduct as Acting Director. On balance, the Sanctions Board finds the record inconclusive as to the Bank's authority to consider the accusations and evidence relating to the Respondent's duties as Acting Director.

32. In light of the above, the Sanctions Board finds a sufficient basis to assert jurisdiction over the Respondent relating to his alleged conduct as Data Center Manager under the Projects, as addressed in Paragraph 30 above. The Sanctions Board declines to assert jurisdiction over the Respondent with respect to his alleged conduct as Acting Director.

### B. Evidence of Corrupt Practice

33. In accordance with the definition of "corrupt practice" under the January 2011 Consultant Guidelines, INT bears the initial burden to show that it is more likely than not that the Respondent (i) offered, gave, received, or solicited, directly or indirectly, anything of value (ii) to influence improperly the actions of a public official in relation to the selection process or contract execution.

[19] The record indicates that the Respondent was suspended from his duties as Data Center Manager for two weeks in February 2017.
[20] See supra Paragraph 15.
[21] See infra Paragraphs 33-52.
[22] See supra n.18.

1. Receiving, directly or indirectly, anything of value

34. INT submits that the Respondent received a thing of value from Company A in the form of money, i.e., the Payments. Without explicitly denying INT's factual contention, the Respondent argues that INT's evidence of the Payments is "not probative and reliable."

35. Consistent with INT's allegation, Company A's financial records indicate that the Respondent received Payment 1 in or around October 2015, and Payment 2 in May 2016. Such records include:

i. *For Payment 1*: A copy of Contract 2, dated October 27, 2015, bearing a handwritten note that reads "pd" followed by "pd [Respondent's first name] 2k on this project."

ii. *For Payment 2*: Files pertaining to another contract, bearing a handwritten note that reads "5/5/2016 [Respondent's first initial and last name] credited $1,000 USD to be deducted on future project."

36. During an interview with INT, Company A's Vice President of Administration (the "Vice President") admitted that he made the handwritten notes in question, and that these notes reflected two payments of US$2,000 and US$1,000, respectively, from himself to the Respondent. While the Vice President denied any impropriety – as addressed in Paragraph 44 below – his admission of the Payments, together with the documentary evidence described above, supports a conclusion that the Respondent received a thing of value.

37. In his defense, the Respondent contends that Company A's Chief Executive Officer (the "CEO") and Chief Operating Officer (the "COO"), in their own statements to INT, denied having prior knowledge of the Payments and thereby "materially contradicted" the Vice President. The Respondent also questions the validity of INT's interview transcripts, arguing that these documents were not signed or authenticated by the relevant witnesses. The Sanctions Board is unpersuaded by these arguments. First, contrary to the Respondent's assertions, the Vice President's testimony was not directly contradicted by other witnesses, as he did not suggest that the CEO and COO were aware that the Payments had been made. In any event, the Sanctions Board assigns particular weight to the Vice President's statements, which were made against interest and are supported by contemporaneous written evidence. Second, the Sanctions Board has consistently accepted verbatim interview transcripts as credible evidence – even when unsigned by the witness, including in the context of corruption allegations.[23] Accordingly, the Respondent's objections to this form of evidence stand without merit.

38. Considering the above, the Sanctions Board finds that it is more likely than not that the Respondent received a thing of value, i.e., the Payments.

2. To influence improperly the actions of a public official in the selection process or contract execution

39. INT submits that the Respondent received the Payments in order to influence improperly the procurement or execution of Contracts 2-6, including by facilitating the processing of an

[23] See, e.g., Sanctions Board Decision No. 72 (2014) at paras. 43-44.

invoice and inducing the PIU's sole-sourcing of Company A. The Respondent appears to contend that he lacked authority to exercise the alleged influence, and that Company A did not need any improper influence to achieve the outcomes in question.

40. As an initial matter, the Sanctions Board finds that, at the time of the alleged misconduct, the Respondent served as a public official within the meaning of the applicable definition. The record shows that, as Data Center Manager, the Respondent held a position of authority over the Projects and played a key role in taking or reviewing selection decisions between June 2013 and February 2019.[24] Documentary evidence including the Consultant Agreements, the Respondent's resume, and meeting minutes, indicates that, in this capacity, the Respondent: (i) oversaw all processes related to information and communications technology under the Projects; (ii) worked with procurement officials on "developing specifications and requirements documents for technical procurement processes" and writing "justifications for no objection from World Bank;" and (iii) participated in the evaluation of bids and negotiation of contracts under the Projects. Consistent with this evidence, the Respondent described his role to INT as the "technical head of this project" and the "most senior technical person in the [Ministry]," with responsibilities including determining or supervising the technical requirements of contracts and serving on bid evaluation panels.

41. Having established the Respondent's responsibilities and authority over the Projects, the Sanctions Board examines whether the Respondent received the Payments with corrupt intent. The Sanctions Board notes that, under the sanctions framework, INT can make a prima facie case of corrupt intent by showing that a transaction had an improper purpose, either through direct evidence or, more typically, based on a reasonable inference from objective facts.[25] Such objective facts may include, for example, a course of dealing, specific acts of the respondent, or other circumstantial evidence.[26] Upon such a showing by INT, the burden shifts to the respondent to prove, as an affirmative defense, that the transaction in question had a legitimate purpose.[27]

42. In the past, the Sanctions Board has consistently inferred corrupt intent where a respondent public official solicited or received a thing of value from a third party potentially interested in a procurement process where the public official played a significant role.[28] In addition, the Sanctions Board has inferred corrupt intent where respondents gave something of value to a public official who was in a position of authority and influence over the respondents' interests, and the circumstances of the payment indicated impropriety – even though the specific purpose of influence was unclear.[29]

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[24] See supra n.19.
[25] See, e.g., Sanctions Procedures at Section III.A, sub-paragraph 7.01; Advisory Opinion at paras. 53, 65; Sanctions Board Decision No. 118 (2019) at para. 61.
[26] Id.
[27] See Sanctions Procedures at Section III.A, sub-paragraph 8.02(b)(ii); Advisory Opinion at paras. 65-66.
[28] See Sanctions Board Decision No. 78 (2015) at para. 66; Sanctions Board Decision No. 125 (2020) at para. 24; Sanctions Board Decision No. 133 (2021) at para. 28.
[29] See Sanctions Board Decision No. 110 (2018) at para. 25 (finding that INT sufficiently proved its prima facie case of corrupt intent where evidence showed that the respondents were aware that the public official was in a position of authority over the project at issue and held specific influence over their business interests).

43. Consistent with these standards, the Sanctions Board finds that INT has discharged the burden to prove that the Respondent acted with corrupt intent. Notably, as examined in Paragraphs 35-36, Company A's own financial records provide direct evidence of a connection between the Payments and Company A's business interests. Moreover, the timing and circumstances of each transaction further indicate an improper course of dealing between the Respondent and Company A. Specifically, the record reflects the following:

i. *For Payment 1*: The Vice President recorded Payment 1 on Company A's copy of Contract 2, specifically noting that the corresponding amount (i.e, US$2,000) was paid to the Respondent "on this project." Contract 2 was executed in October 2015 and paid by the Ministry in December 2015. Contemporaneous correspondence reveals that, before confirming that the Ministry had released the payment under Contract 2, Company A repeatedly wrote to the Respondent to complain about apparent delays in the processing of its invoice – which suggests the Respondent's ability to influence this matter. In addition, documentary evidence shows that, during the same period, the Respondent was involved in the negotiations of Contract 3, which was awarded to Company A in December 2015. Considering the Respondent's role and responsibilities as Data Center Manager, this evidence supports an inference that he received Payment 1 in order to influence the execution of Contract 2 and the award of Contract 3 in favor of Company A.

ii. *For Payment 2*: The Vice President recorded Payment 2 in Company A's corporate files, specifically noting that the corresponding amount (i.e., US$1,000) was credited to the Respondent in May 2016 so as "to be deducted on future project." Subsequently, the PIU awarded Contracts 5 and 6 to Company A – respectively, in May 2017 and December 2017. Documentary evidence shows that, as Data Center Manager, the Respondent was involved in the negotiations of Contract 6 and was in a position to influence the award of Contract 5. In these circumstances, it may be reasonably inferred that Contracts 5 and 6 constitute the "future project" which Payment 2 was intended to influence. Alternatively, even without regard to a specific purpose of influence, this evidence shows that Company A's business interests were subject to the Respondent's authority and influence, and that Payment 2 was made in connection with his official functions – which sufficiently supports a prima facie finding of corrupt intent.[30]

44. The Sanctions Board observes that, in his statements to INT, the Vice President indicated that the Payments were of a personal nature and had a legitimate purpose. Specifically, the Vice President maintained that these transactions constituted loans from himself – in his individual capacity – to the Respondent, which the Respondent later repaid. However, the Sanctions Board does not find this theory credible, as it stands wholly uncorroborated by the Respondent, other witnesses, or documentary evidence. Moreover, this explanation is inconsistent with the Vice President's own notes, which appear in Company A's corporate files and explicitly connect the Payments to present and future business opportunities.

[30] See Sanctions Board Decision No. 110 (2018) at para. 25.

45. As INT has established a prima facie case of corrupt intent, the burden now shifts to the Respondent to demonstrate that the Payments had a legitimate purpose. The Respondent appears to suggest that Company A had no reason to bribe him, and that he was not in a position to exercise the alleged influence. Specifically, during INT's investigation, the Respondent asserted that there was a legitimate need for the goods and services in question and that Company A was the only contractor in the country that was qualified to provide them. In the present proceedings, the Respondent contends that his actions were subject to his supervisors' approval and that he lacked final decision-making authority over the PIU's procurement processes. The Sanctions Board is not persuaded by these arguments. As examined in Paragraphs 40 and 43, documentary and testimonial evidence reveals that the Respondent played a key role in the procurement processes under the Projects, and that he was directly involved in the negotiations of at least two of the relevant contracts (i.e., Contracts 3 and 6). Even if the Sanctions Board were to accept that Company A was the PIU's only choice of vendor and that the Respondent's powers were limited, the applicable definition does not require proof that the Respondent's influence was determinative or necessary to achieve the desired outcome,[31] or that this outcome was based on his decision alone.[32] What simply needs to be shown – as the record in fact shows here – is that the Respondent intended to influence his own actions in connection with a Bank-financed contract.

46. In light of the above, the Sanctions Board finds that it is more likely than not that the Respondent received the Payments with the requisite intent.

### C. Evidence of Collusive Practice

47. In accordance with the definition of "collusive practice" under the January 2011 Consultant Guidelines, INT bears the initial burden to show that it is more likely than not that the Respondent (i) engaged in an arrangement between two or more parties, (ii) designed to achieve an improper purpose, including to influence improperly the actions of another party.

#### 1. Arrangement between two or more parties

48. INT contends that the Respondent, acting as Data Center Manager, entered into an arrangement with Company B in connection with Contract 7. The record supports, and the Respondent does not dispute, this allegation.

49. The totality of the evidence – including correspondence, draft and final bidding documents, Company B's proposal, statements from Company B's staff, and the Respondent's own admissions – reveals the following: (i) the Respondent was involved in the procurement process for Contract 7, including by acting as a member of the PIU's bid evaluation panel; (ii) the Respondent personally participated in the sharing of the Draft Requirements, prior to publication,

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[31] See Sanctions Board Decision No. 63 (2014) at para. 64 (rejecting the respondents' argument that a joint venture could not have actually influenced the selection process because it was the sole responsive bidder and its proposal was the lowest-priced; observing that the issue is whether the respondents intended to influence, not whether the desired influence ultimately materialized or was decisive).

[32] See Sanctions Board Decision No. 125 (2020) at para. 30 (finding that the applicable definition of corrupt practice does not require showing that the respondent – a public official – provided an undue advantage to a private party based on his decision alone, only that the respondent intended to influence his own behavior in the execution of his consultant contract).

with Company B's staff; (iii) Company B's staff proposed changes to the Draft Requirements, which were later reflected in the published version of the Request for Quotations; (iv) the Respondent influenced the PIU's evaluation of Company B's proposal, including by overlooking Company B's failure to meet certain qualification requirements (specifically, relating to personnel's individual expertise and employment history); and (v) the Respondent engaged in negotiations with Company B, contrary to the applicable procurement regulations, and accepted terms that differed substantially from those set out in the Request for Quotations and procurement plan (e.g., by reducing the required contractual duration and agreeing to a 100% advance payment). Notably, the Respondent only disputes the extent of his involvement in the disclosure of the Draft Requirements. Specifically, the Respondent maintains that he merely facilitated the sharing of this documentation with Company B's staff, as opposed to directly delivering it, as alleged by INT. However, this factual distinction is immaterial to the present issue, as either behavior may constitute an arrangement within the meaning of the applicable definition – particularly in light of the broader range of conduct described above.

50. The Sanctions Board also notes that the record indicates the involvement of other PIU officials in the scheme. The parties' arguments on the Respondent's comparative role in the misconduct will be addressed in Paragraph 60 below, as part of the Sanctions Board's sanctioning analysis.

51. On the basis of this record, and consistent with precedent,[33] the Sanctions Board finds that it is more likely than not that the Respondent engaged in an arrangement with Company B.

2. Designed to achieve an improper purpose, including to influence improperly the actions of another party

52. INT argues that the arrangement at issue was designed to influence improperly the procurement of Contract 7, including by simulating competition and ensuring the selection of Company B. The Respondent concedes that the alleged scheme was intended to favor Company B in this selection process. The Respondent's direct admission is corroborated by other evidence in the record, including statements from Company B's staff and circumstantial evidence showing that Company B: (i) had access to confidential information; (ii) influenced the contract's technical specifications; (iii) was found to qualify as a bidder despite failing to meet certain requirements; (iv) had the opportunity to negotiate with the PIU, contrary to applicable rules; and (v) was ultimately awarded Contract 7 under unusually favorable contractual terms, as described in Paragraph 49 above. In these circumstances, and consistent with precedent,[34] the Sanctions Board finds that it is more likely than not that the Respondent's arrangement with Company B was designed to achieve an improper purpose, i.e., to stifle open competition and influence the procurement process and award of Contract 7 in favor of Company B.

[33] See, e.g., Sanctions Board Decision No. 115 (2019) at paras. 35-40 (finding sufficient evidence of an arrangement where a respondent firm colluded with procurement officials to access draft bidding documents prior to publication; alter certain bidding requirements in favor of the respondent firm; and influence the bid evaluation process in favor of the respondent firm, including by overlooking the respondent firm's failure to meet certain qualification criteria).

[34] See, e.g., Sanctions Board Decision No. 115 (2019) at paras. 41-43.

## D. Sanctioning Analysis

### 1. General framework for determination of sanctions

53. Where the Sanctions Board determines that it is more likely than not that a respondent engaged in a sanctionable practice, Section III.A, sub-paragraph 8.01(ii) of the Sanctions Procedures requires the Sanctions Board to select and impose one or more appropriate sanctions from the range of possible sanctions identified in Section III.A, sub-paragraph 9.01. The range of sanctions set out in Section III.A, sub-paragraph 9.01, are: (a) reprimand; (b) conditional non-debarment; (c) debarment; (d) debarment with conditional release; and (e) restitution. As stated in Section III.A, sub-paragraph 8.01(ii) of the Sanctions Procedures, the Sanctions Board is not bound by the SDO's recommendations.

54. As reflected in Sanctions Board precedent, the Sanctions Board considers the totality of the circumstances and all potential aggravating and mitigating factors to determine an appropriate sanction.[35] The choice of sanction is not a mechanistic determination, but rather a case-by-case analysis tailored to the specific facts and circumstances presented in each case.[36]

55. The Sanctions Board is required to consider the types of factors set forth in Section III.A, sub-paragraph 9.02 of the Sanctions Procedures, which provides a non-exhaustive list of considerations. In addition, the Sanctions Board refers to the factors and principles set out in the World Bank Group Sanctioning Guidelines (the "Sanctioning Guidelines"). While the Sanctioning Guidelines themselves state that they are not intended to be prescriptive in nature, they provide guidance as to the types of considerations potentially relevant to a sanctions determination. The Sanctioning Guidelines further suggest potentially applicable ranges of increases or decreases from a proposed base sanction of debarment with the possibility of conditional release after a minimum period of three years.

56. Where the Sanctions Board imposes a sanction on a respondent, it may also, pursuant to Section III.A, sub-paragraph 9.04(b) of the Sanctions Procedures, impose appropriate sanctions on any Affiliate of the respondent.

### 2. Plurality of sanctionable practices

57. As the Sanctions Board finds that the Respondent engaged in two counts of misconduct, the Sanctions Board considers Section III of the Sanctioning Guidelines regarding "Cumulative Misconduct." The Sanctioning Guidelines provide in relevant part:

> Where the respondent has been found to have engaged [in] factually distinct[] incidences of misconduct (*e.g.*, corrupt practices and collusion in connection with the same tender) or in misconduct in different cases (*e.g.*, in different projects or in contracts under the same project but for which the misconduct occurred at significantly different . . . times), each separate incidence of misconduct may be considered separately and sanctioned on a cumulative basis. In the alternative, the

[35] See, e.g., Sanctions Board Decision No. 40 (2010) at para. 28.
[36] See Sanctions Board Decision No. 44 (2011) at para. 56.

> fact that the respondent engaged in multiple incidences of misconduct may be considered an aggravating factor under Section IV.A.1 ["Repeated Pattern of Conduct"] below. (emphasis in original)

58. Where respondents engaged in unrelated sanctionable practices, the Sanctions Board has considered the gravity of each allegation separately and determined that a distinct base sanction should be applied to each distinct count.[37] By contrast, the Sanctions Board has applied aggravation rather than a separate sanction for multiple sanctionable practices where the counts of misconduct were closely interrelated.[38] In the present case, the record reflects that the Respondent engaged in corrupt and collusive practices in connection with separate contracts and for the benefit of different companies. Accordingly, the Sanctions Board concludes that these instances of misconduct are factually distinct and must be considered separately, warranting multiplication, rather than aggravation, of the Respondent's base sanction.

3. Factors considered in the present case

a. Severity of the misconduct

59. *Repeated pattern of conduct*: Section III.A, sub-paragraph 9.02(a) of the Sanctions Procedures requires the Sanctions Board to consider the severity of the misconduct in determining the appropriate sanction. Section IV.A of the Sanctioning Guidelines identifies a repeated pattern of conduct as a potential basis for aggravation in this context. In past cases, the Sanctions Board has applied aggravation for repetition where the misconduct related to separate bids, contracts, or projects, over a period of time.[39] By contrast, the Sanctions Board has declined to apply aggravation where the sanctionable conduct was attributed to a "single scheme"[40] or a "single course of action."[41] Here, INT argues that the Respondent's sanction should be increased under this factor because he received two separate corrupt payments in relation to many different contracts over a period of several months. The Respondent opposes aggravation for repetition, asserting that INT failed to prove the underlying misconduct. The record indicates that the Respondent did engage in a corrupt practice and that his conduct did not constitute a single course of action, as the Payments related to different contracts, had separate purposes, and occurred

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[37] See, e.g., Sanctions Board Decision No. 87 (2016) at para. 151; Sanctions Board Decision No. 118 (2019) at para. 80.

[38] See, e.g., Sanctions Board Decision No. 60 (2013) at para. 143; Sanctions Board Decision No. 115 (2019) at para. 63.

[39] See, e.g., Sanctions Board Decision No. 133 (2021) at para. 37 (where the respondent solicited and received payments from a contractor through two different companies, in relation to different contracts, over the course of more than five years).

[40] See, e.g., Sanctions Board Decision No. 63 (2014) at para. 97 (declining aggravation for repetition where respondents made multiple corrupt payments pursuant to a single scheme under the same contract).

[41] See, e.g., Sanctions Board Decision No. 79 (2015) at para. 39 (declining aggravation where a respondent included the same false documents in several bid packages under the same project, which bid packages appeared to have been prepared by the respondent in a single course of action before the bids were submitted in two batches in the same week); Sanctions Board Decision No. 117 (2019) at para. 33 (declining aggravation where a respondent twice submitted the same set of false documents that related to the same bidding requirement under two related contracts under the same project); Sanctions Board Decision No. 120 (2019) at para. 50 (declining aggravation for repetition where the respondent submitted a set of several falsified documents in connection with two different bids under the same project).

several months apart. The Sanctions Board finds that aggravation is warranted for the Respondent in these circumstances.

b. Minor role

60. Section III.A, sub-paragraph 9.02(e) of the Sanctions Procedures provides for mitigation "where the sanctioned party played a minor role in the misconduct." Section V.A of the Sanctioning Guidelines states that mitigation may be warranted where the sanctioned party was a "minor, minimal, or peripheral participant," or where "no individual with decision-making authority participated in, condoned, or was willfully ignorant of the misconduct." Accordingly, the Sanctions Board has applied mitigation where the respondent's role in the misconduct appeared to be indirect;[42] the respondent's participation was more passive and limited than that of other participants;[43] or the respondent did not prompt, encourage, or develop the scheme at issue.[44] In the present case, the Respondent contends that he was acting on the PIU Coordinator's instructions, lacked final decision-making authority, and played a minor role in the misconduct. INT opposes mitigation on this basis, arguing that the Respondent had an active role in favoring Company B in the selection process – including by sharing the Draft Requirements with Company B's staff. On balance, the record weighs in favor of the Respondent's arguments. First, statements from Company B's staff and documentary evidence including minutes of meeting corroborate the theory that the PIU Coordinator determined the PIU's behavior in the scheme and that the Respondent was acting according to his orders. Second, INT itself acknowledges in the SAE that the Respondent participated in the procurement process for Contract 7 as part of a panel with other PIU officials; that the PIU Coordinator was the person leading the negotiations with Company B; and that the Respondent sought Company B's input on the Draft Requirements at the PIU Coordinator's request. Third, INT has failed to pursue the PIU Coordinator's cooperation and testimony, which would have been material to the present issue. In these circumstances, the Sanctions Board finds that mitigation is appropriate for the Respondent's minor role in the collusive practice.

c. Cooperation

61. Section III.A, sub-paragraph 9.02(e) of the Sanctions Procedures provides for mitigation where a respondent "cooperated in the investigation or resolution of the case." As examples of cooperation, Section V.C of the Sanctioning Guidelines identifies a respondent's assistance with INT's investigation and admission or acceptance of guilt or responsibility.

62. *Assistance and/or ongoing cooperation*: Section V.C.1 of the Sanctioning Guidelines provides that mitigation may be appropriate for assistance with INT's investigation or ongoing cooperation, "[b]ased on INT's representation that the respondent has provided substantial assistance" as well as "the truthfulness, completeness, [and] reliability of any information or testimony, the nature and extent of the assistance, and the timeliness of assistance." The Sanctions Board has consistently granted mitigation for cooperation where respondents met with INT on

[42] See, e.g., Sanctions Board Decision No. 83 (2015) at para. 88.
[43] See, e.g., Sanctions Board Decision No. 45 (2011) at para. 61.
[44] See, e.g., Sanctions Board Decision No. 60 (2013) at para. 128; Sanctions Board Decision No. 66 (2014) at para. 37.

several occasions and provided relevant information and documentation,[45] or replied to INT's show-cause letter and follow-up inquiries.[46] Here, the Respondent requests mitigation on this basis. The record shows, and INT acknowledges, that the Respondent agreed to be interviewed twice, provided documents, and responded to INT's show-cause letter. Accordingly, consistent with the aforementioned precedent, the Sanctions Board finds that mitigation is warranted under this factor.

63. *Admission/acceptance of guilt/responsibility*: Section V.C.3 of the Sanctioning Guidelines recognizes cooperation in the form of a respondent's admission or acceptance of guilt or responsibility, with the condition that early admissions or acceptance should be given more weight than admissions or acceptance coming later in the investigation or sanctions proceedings. In considering whether admissions warrant mitigation, the Sanctions Board has looked to the timing of admissions as well as their scope (i.e., whether an admission related only to the conduct alleged or also accepted responsibility).[47] For example, the Sanctions Board has granted limited mitigation where the respondent admitted to certain facts without accepting responsibility for misconduct during the investigation, but fully conceded to the allegations in the response.[48] Here, the Respondent requests, and INT supports, mitigation based on the Respondent's admission to the collusive practice. The Sanctions Board observes that the Respondent denied all allegations during INT's investigation and later admitted to the collusive practice, but not the corrupt practice, in the Response. In these circumstances, the Sanctions Board grants partial mitigation under this factor.

d. Period of temporary suspension

64. Pursuant to Section III.A, sub-paragraph 9.02(h) of the Sanctions Procedures, the Sanctions Board takes into account the period of the Respondent's temporary suspension since the SDO's issuance of the Notice on July 20, 2021.

e. Other considerations

65. *Professional certifications*: Under Section III.A, sub-paragraph 9.02(i) of the Sanctions Procedures, the Sanctions Board shall consider "any other factor" that it "reasonably deems relevant to the sanctioned party's culpability or responsibility in relation to the Sanctionable Practice." The Respondent asserts that he has completed two professional certification programs since the misconduct at issue, which he argues constitutes a voluntary corrective measure warranting mitigation. In the past, the Sanctions Board has consistently held that a respondent bears the burden of presenting evidence to substantiate any claimed voluntary corrective action,[49]

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[45] Sanctions Board Decision No. 53 (2012) at para. 58.

[46] See, e.g., Sanctions Board Decision No. 37 (2010) at para. 45; Sanctions Board Decision No. 51 (2012) at para. 54; Sanctions Board Decision No. 52 (2012) at para. 42.

[47] See, e.g., Sanctions Board Decision No. 99 (2017) at paras. 33, 34.

[48] See Sanctions Board Decision No. 105 (2017) at para. 30 (observing that the respondent (i) during the investigation, admitted to the solicitations in question but did not accept responsibility for any corrupt conduct, and (ii) in the response, conceded that he engaged in the actions alleged by INT).

[49] See, e.g., Sanctions Board Decision No. 45 (2011) at para. 72; Sanctions Board Decision No. 51 (2012) at paras. 51, 86; Sanctions Board Decision No. 52 (2012) at para. 39; Sanctions Board Decision No. 53 (2012) at para. 59; Sanctions Board Decision No. 60 (2013) at para. 129; Sanctions Board Decision No. 67 (2014) at para. 38; Sanctions Board Decision No. 71 (2014) at para. 92.

and that the lack of sufficiently concrete supporting evidence will limit or eliminate any possible mitigating credit on this basis.[50] The Sanctions Board has also observed that both motivation and timeliness of a claimed corrective action are relevant to the analysis of possible mitigation.[51] In support of his request for mitigation, the Respondent submits copies of a certificate in information systems auditing, issued in August 2019, and another in project management, issued in November 2018. While INT does not oppose mitigation on these grounds, the Sanctions Board finds that the Respondent has not sufficiently shown that the asserted measures are relevant to his culpability or responsibility for the sanctionable practices in this case. For example, nothing in the record demonstrates that the Respondent pursued these certifications out of genuine remorse or intention to reform, or that the corresponding educational programs addressed the types of misconduct at issue or any of the principles set out in the World Bank Group Integrity Guidelines. In these circumstances, the Sanctions Board declines to apply any mitigation on this basis.

### E. Determination of Appropriate Sanction

66. Considering the full record and all the factors discussed above, the Sanctions Board determines and declares that the Respondent, together with any entity that is an Affiliate directly or indirectly controlled by him, shall be ineligible to (i) be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[52] (ii) be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider[53] of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) receive the proceeds of any loan made by the Bank or otherwise participate further in the preparation or implementation of any Bank-Financed Projects, provided, however, that after a minimum period of ineligibility of two (2) years and ten (10) months beginning from the date of this decision, the Respondent may be released from ineligibility only if he has, in accordance with Section III.A, sub-paragraph 9.03 of the Sanctions Procedures, taken appropriate remedial measures to address the sanctionable practices for which he has been sanctioned, including by completing training and/or other educational programs that demonstrate a continuing commitment to personal integrity and business ethics. This sanction is imposed on the Respondent for corrupt and collusive practices as defined in Paragraph 1.23(a)(i) and Paragraph 1.23(a)(iii), respectively, of the January 2011 Consultant Guidelines.

67. The Respondent's ineligibility shall extend across the operations of the World Bank Group. The Bank will also provide notice of this declaration of ineligibility to the other multilateral development banks ("MDBs") that are party to the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement") so that they may determine whether to

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[50] See, e.g., Sanctions Board Decision No. 51 (2012) at para. 88.
[51] See, e.g., Sanctions Board Decision No. 45 (2011) at para. 73.
[52] A respondent's ineligibility to be awarded a contract includes, without limitation (i) applying for prequalification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. Sanctions Procedures at Section III.A, sub-paragraph 9.01(c)(i), n.14.
[53] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its prequalification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. Sanctions Procedures at Section III.A, sub-paragraph 9.01(c)(ii), n.15.

enforce the declaration of ineligibility with respect to their own operations in accordance with the Cross-Debarment Agreement and their own policies and procedures.[54]

Maria Vicien Milburn (Chair)

On behalf of the
World Bank Group Sanctions Board

Maria Vicien Milburn
Michael Ostrove
Adedoyin Rhodes-Vivour

[54] At present, the MDBs that are party to the Cross-Debarment Agreement are the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group, and the World Bank Group. The Cross-Debarment Agreement provides that, subject to the prerequisite conditions set forth in the Cross-Debarment Agreement, unless a participating MDB (i) believes that any of the prerequisite conditions set forth in the Cross-Debarment Agreement have not been met or (ii) decides to exercise its rights under the "opt out" clause set forth in the Cross-Debarment Agreement, each participating MDB will promptly enforce the debarment decisions of the other participating MDBs. More information about the Cross-Debarment Agreement is available on the Bank's website https://www.worldbank.org/en/about/unit/sanctions-system/sanctions-board#3 (see "Background and Reference Documents" section, item titled "Agreement for Mutual Enforcement of Debarment Decisions (April 9, 2010)").