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**Sanctions Board Decision No. 143
(Sanctions Case No. 759)**

**IDA Credit No. 5105-NG
GEF Grant No. TF012434
GEF SCCF Grant No. TF012435
IDA Credit No. 4277-NG
IDA Credit No. (SUF) 6278-NG**

Federal Republic of Nigeria

Decision of the World Bank Group¹ Sanctions Board imposing a sanction of debarment with conditional release on each of the respondents in Sanctions Case No. 759 (respectively, the “Respondent Firm” and the “Respondent Managing Director”; together, the “Respondents”), together with certain Affiliates.² Each of the Respondents is hereby declared ineligible for a minimum period of one (1) year and six (6) months beginning from the date of this decision. These sanctions are imposed on the Respondents for fraudulent practices.

I. INTRODUCTION

1. The Sanctions Board convened as a panel composed of Maria Vicien Milburn (Chair), Eduardo Zuleta, and Philip Daltrop to review this case. Consistent with Section III.A, subparagraph 6.01 of the Sanctions Procedures, the Chair decided to call a hearing in her discretion. The hearing was held on December 8, 2023, at the World Bank Group’s headquarters in Washington, D.C.³ The World Bank Group’s Integrity Vice Presidency (“INT”) participated in the hearing through its representatives attending in person. The Respondents, represented by the Respondent Managing Director, participated remotely via teleconference from Enugu, Nigeria.

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 used interchangeably here 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 either of the Respondents. See *infra* Paragraphs 51, 60.

³ Mr. Zuleta participated in the hearing via video conference from Bogotá, Colombia.

The Sanctions Board deliberated and reached its decision based on the written record and the arguments presented at the hearing.

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. Notices of Sanctions Proceedings issued by the World Bank’s Suspension and Debarment Officer (the “SDO”) to the Respondents on March 28, 2023 (the “Notices”), appending the Statement of Accusations and Evidence (the “SAE”) submitted by INT to the SDO (undated);
- ii. Response submitted by the Respondents to the Secretary to the Sanctions Board on June 20, 2023 (the “Response”); and
- iii. Reply submitted by INT to the Secretary to the Sanctions Board on July 20, 2023 (the “Reply”).

II. PROCEDURAL HISTORY AT THE FIRST TIER

3. *Issuance of Notices and temporary suspensions:* On March 28, 2023, pursuant to Section III.A, sub-paragraphs 4.01 and 4.02 of the Sanctions Procedures, the SDO issued the Notices and temporarily suspended each of the Respondents, together with any entity that is an Affiliate directly or indirectly controlled by that Respondent, from eligibility⁴ with respect to any Bank-Financed Projects,⁵ pending the final outcome of these sanctions proceedings. The Notices specified that the temporary suspensions would apply across the operations of the World Bank Group.

4. *SDO’s recommendations:* Pursuant to Section III.A, sub-paragraphs 4.01(c), 9.01, and 9.04 of the Sanctions Procedures, the SDO recommended in each of the Notices the sanction of debarment with conditional release for each of the Respondents, together with any entity that is an Affiliate directly or indirectly controlled by either Respondent. For each Respondent, the SDO recommended minimum periods of ineligibility of two (2) years and nine (9) months, after which period each Respondent may be released from ineligibility only if that Respondent 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 has complied with certain conditions established by the SDO.

- i. With respect to the Respondent Firm, these conditions were: (i) implementation of appropriate remedial measures to address the fraudulent practices alleged in the

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).

SAE, and (ii) adoption and implementation, in a manner satisfactory to the Bank, of integrity compliance measures as may be imposed by the ICO (e.g., an integrity compliance program or elements thereof) to address the same sanctionable practices.

- ii. With respect to the Respondent Managing Director, these conditions were: (i) implementation of appropriate remedial measures to address the fraudulent practices alleged in the SAE, (ii) completion of training and/or other educational programs that demonstrate a continuing commitment to personal integrity and business ethics, and (iii) adoption and implementation, in a manner satisfactory to the Bank, of integrity compliance measures by any Affiliate directly or indirectly controlled by the Respondent Managing Director, as may be imposed by the ICO (e.g., an integrity compliance program or elements thereof) to address the same sanctionable practices.

5. The SDO applied aggravation with respect to each Respondent for the repeated pattern of fraudulent conduct. The SDO applied mitigation for the Respondents' cooperation during the investigation and the passage of time since some of the misconduct occurred and since the Bank was made aware of it.

III. GENERAL BACKGROUND

6. This case arises in the context of the Nigeria Erosion and Watershed Management Project (the "Project") in the Federal Republic of Nigeria. The Project sought to reduce vulnerability to soil erosion in targeted sub-watersheds in Nigeria. On April 16, 2013, Nigeria entered into a financing agreement with IDA for an amount equivalent to Special Drawing Rights ("SDR") 321.4 million (approximately US\$500 million at the time of signature) to support the Project. Simultaneously, the Bank and Nigeria entered into two grant agreements under the Global Environment Facility ("GEF") and the GEF Special Climate Change Fund, for US\$3.96 million and US\$4.63 million, respectively, to support the Project. On February 12, 2019, the Bank provided additional financing to Nigeria in the amount of SDR 208.7 million (equivalent to US\$300 million), plus a Scale-up Facility Additional Credit in the amount of US\$100 million. The Project became effective on September 16, 2013, and closed on June 30, 2022.

7. The Project encompassed several states in Nigeria, each of which designated a state-specific project management unit ("SPMU"). Allegations addressed in this decision relate only to the selection process and contract execution for a single contract within the purview of the project management unit for Abia State (the "Abia SPMU"). On March 14, 2014, the Abia SPMU issued a Request for Expressions of Interest (the "REOI") for the procurement of "Engineering Design and Supervision on Works of Erosion Control Sites in Abia State" (the "Contract"). On April 6, 2014, the Respondent Firm entered into a joint venture with three other partners (the "JV"), with an exclusive purpose of offering and carrying out the consultancy services for the Contract. The JV members established the Respondent Firm as the lead partner. The JV submitted an Expression of Interest in the Contract (the "EOI") on April 8, 2014, which included a power of attorney designating the Respondent Managing Director as the Respondent Firm's authorized representative. On March 12, 2015, the Abia SPMU issued a Request for Proposals ("RFP") to six

bidders, including the JV. The JV submitted its technical and financial proposals on or before April 8, 2015. On June 3 and June 4, 2015, respectively, the Abia SPMU recommended the JV for Contract award and held a contract negotiation meeting. The Contract was signed on July 9, 2015, and was valued at approximately US\$1.22 million. Under the Contract, the JV was tasked to provide engineering design and supervision services with respect to several erosion control sites in Abia State.

8. INT alleges that the Respondents engaged in fraud by making varied misrepresentations during both the Contract selection and execution phases, regarding who contributed work under the Contract. Specifically, INT alleges that the Respondents significantly misrepresented the role of one of the JV partners (the “Partner”), falsely confirmed the availability of two key staff members (the “Key Staff Members”) to work on the Contract, replaced the Key Staff Members without authorization, and failed to notify the Abia SPMU of the replacements.

IV. APPLICABLE STANDARDS OF REVIEW

9. *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.

10. *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.

11. *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.

12. *Applicable definition of fraudulent practice:* The applicable financing agreements state that selection of consultants under the Project should follow the World Bank’s Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers (January 2011) (the “January 2011 Consultant Guidelines”). The REOI and RFP provide that selection shall proceed in accordance with the January 2011 Consultant Guidelines. Finally, the Contract with the JV identifies the January 2011 Consultant Guidelines as applicable and reiterates the corresponding definitions of misconduct. In these circumstances, the allegations in this case have the meaning set forth in the January 2011 Consultant Guidelines. Paragraph 1.23(a)(ii) of these Guidelines defines a “fraudulent practice” as “any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.” A footnote to this definition explains that the term “party” refers to a public official; the terms “benefit” and “obligation” relate to the

selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.⁶

V. PRINCIPAL CONTENTIONS OF THE PARTIES

A. INT’s Principal Contentions in the SAE

13. *Fraud allegation 1:* INT alleges that the Respondents knowingly misrepresented the role of the Partner during the selection process and during Contract execution. INT argues that the Respondents did not intend to involve the Partner in work under the Contract when submitting the proposal documents; INT claims that the Partner’s political connections motivated the Respondents to include the Partner in the JV. As for Contract execution, INT asserts that the Respondents continued to falsely represent to the Abia SPMU that the Partner remained part of the JV and was involved in work under the Contract.

14. *Fraud allegation 2:* INT alleges that the Respondents misrepresented facts regarding the Key Staff Members, during the selection process and during Contract execution. INT asserts that the Respondents knowingly or recklessly failed to confirm the availability of the two Key Staff Members when including them in the proposal and contract documents, deliberately concealed their non-involvement, and then knowingly replaced them without notification to, or authorization from, the Abia SPMU.

15. *Sanctioning factors:* INT contends that aggravation is warranted for both Respondents for the involvement and central role of the Respondent Managing Director with respect to the alleged misconduct. INT also supports some credit for the Respondents’ cooperation during the investigation but asserts that such mitigation should be limited by the Respondents’ denials of wrongdoing.

B. The Respondents’ Principal Contentions in the Response

16. *Fraud allegation 1:* The Respondents deny misrepresenting the role of the Partner. The Respondents assert that the Partner was aware of the Contract, participated in at least one meeting after Contract signature, and was offered remuneration by the Respondents under the Contract – although it did not collect payment.

17. *Fraud allegation 2:* The Respondents deny having engaged in any fraudulent conduct with respect to the Key Staff Members but do acknowledge that the Key Staff Members were replaced and express regret for failing to formally notify the Abia SPMU. The Respondents assert that the replacement of the Key Staff Members was necessitated by efforts to deliver work under time pressure and emphasize that this did not add cost under the Contract.

18. *Sanctioning factors:* The Respondents do not comment on specific sanctioning factors.

⁶ January 2011 Consultant Guidelines at para. 1.23(a)(ii), n.20.

C. INT's Principal Contentions in the Reply

19. *Fraud allegations:* INT reaffirms the allegations set out in the SAE and asserts that the Respondents' denials in the Response contradict evidence in the record, including the Respondent Managing Director's own earlier admissions directly to INT. INT also submits that the misrepresentations with respect to both the Partner and the Key Staff Members served to significantly inflate the competitive quality of the JV's proposal, to mislead the Abia SPMU, and to obtain the financial benefits of the Contract while avoiding explicit disclosure/authorization obligations.

20. *Sanctioning factors:* INT argues that the Respondents' denials rest on demonstrably incorrect grounds and advance conclusions contrary to their own prior admissions. INT submits that this conduct reflects a lack of candor that warrants aggravation of any potential sanction.

D. Presentations at the Hearing

21. At the hearing, INT reaffirmed the allegations, arguing that the Respondents engaged in fraudulent practices relating to the Partner and the Key Staff Members repeatedly, and in relation to both the selection and execution of the Contract. INT underscored that the Respondents had previously conceded that the Partner was not, in fact, involved in Contract implementation but was retained only for that company's political connections. INT stated that the Respondents had also conceded that the Key Staff Members did not work on the Contract, without appropriate notification to the Abia SPMU. INT noted the Respondent Managing Director's role and authority, and the competitive value of the Respondents' misrepresentations as evidence of control and intent, respectively. INT clarified the aggravating and mitigating factors discussed in their written submissions, noting that it supported some mitigation for the Respondents' cooperation with the investigation and aggravation for both the alleged lack of candor and the role of the Respondent Firm's management in the misconduct (as opposed to the central role of the Respondent Managing Director).

22. The Respondents contended that they did not engage in fraud and that they submitted proposal documents correctly and in good faith, as a joint venture with other firms. The Respondents also described in detail the involvement of the Partner in the Contract, asserting that the Partner had attended a meeting during Contract execution, provided logistical support after Contract award, and was otherwise aware of the Contract. With respect to the involvement of the Key Staff Members, the Respondents relayed that they had initially planned to use these individuals and had assumed their availability, that the Key Staff Members were ultimately not able or not available to work, and that the Respondent Managing Director replaced them to ensure continuity of work under significant time pressure from the Abia SPMU. The Respondents acknowledged as a "mistake" their failure to notify the Abia SPMU of the Key Staff Member replacements and offered payment in restitution. Lastly, the Respondents argued that the alleged misconduct did not impede delivery of work under the Contract.

VI. THE SANCTIONS BOARD'S ANALYSIS AND CONCLUSIONS

23. The Sanctions Board will first consider whether it is more likely than not that the alleged fraudulent practices occurred and, if so, whether either of the Respondents may be held liable for the misconduct. Then, the Sanctions Board will determine what sanctions, if any, should be imposed on each of the Respondents.

A. Evidence of Fraudulent Practices

24. In accordance with the definition of “fraudulent practice” under the January 2011 Consultant Guidelines, INT bears the initial burden to prove that it is more likely than not that the Respondents (i) engaged in any act or omission, including a misrepresentation, (ii) that knowingly or recklessly misled, or attempted to mislead, a party (iii) to obtain a financial or other benefit or to avoid an obligation.

1. Fraud allegation 1: Alleged misrepresentation regarding the Partner

a. Act or omission, including a misrepresentation

25. INT alleges that the Respondents misrepresented the Partner’s expected involvement in the JV and continued this misrepresentation through Contract selection and execution, until the Partner formally withdrew from the JV in August 2019. In support of its allegation, INT refers to (i) statements by the Partner to INT, denying knowledge of or participation in the Contract; (ii) absence of contemporaneous evidence of the Partner’s participation in the Contract; and (iii) the Respondent Managing Director’s statements to INT focusing on the Partner’s political connections. INT asserts that this evidence is incompatible with the fact that the Partner was included as a JV member with assigned contributions to the Contract, and the fact that the JV continued to list the Partner on letterhead in various documents throughout Contract execution. The Respondents dispute these claims and state that the Partner was not only aware of the Contract award, but participated in at least one post-award meeting, provided specific logistical support during Contract execution, and was invited to participate further but declined.

26. *Partner’s intended involvement – Contract selection:* Where the Sanctions Board has previously found misrepresentations of expected participation by joint venture members, it has observed evidence of intent to mislead the project management unit and of a common understanding or agreement that the asserted partner would not participate beyond appearing in the bid.⁷ This evidence was documentary, often contemporaneous, and persuasive. No such

⁷ Sanctions Board Decision No. 46 (2012) at paras. 21-23 (finding that a respondent misrepresented the expected participation of a JV partner by including a JV agreement and power of attorney bearing false signature, where the claimed JV partner denied having given their authorization); Sanctions Board Decision No. 90 (2016) at paras. 23-27 (finding that the respondent misrepresented its role as a JV partner in a bid, where there was a conflict between (a) claims made in the Bid and (b) a contemporaneous internal agreement between the respondent and the other JV partner as well as contemporaneous email correspondence between the JV partners); Sanctions Board Decision No. 102 (2017) at para. 52 (finding that the respondent misrepresented the anticipated role of a JV partner in contract execution, based on the respondent’s concession); Sanctions Board Decision No. 129 (2020) at paras. 34-35 (finding that the respondent misrepresented its own anticipated role in the execution of that contract, as reflected in parallel agreements with other members of the bidding consortium).

evidence has been presented here. The Sanctions Board notes that the JV appears to have been properly constituted and with consent and authorization from all members. The EOI is signed by all four stated JV members, including the Partner. The Technical Proposal appends several documents signed on behalf of the Partner by its senior staff, including a JV/Consortium declaration and a Power of Attorney establishing the Respondent Firm as the lead JV partner. The Partner did not dispute being a member of the JV and INT's show cause letters to each of the Respondents acknowledge that the Partner "participated during the Expression of Interest (EOI) and the Technical Proposal." Finally, in an interview with INT, a senior officer of the Partner stated that they did expect to participate in the Contract, if it were awarded to the JV.

27. In summary, the documentary record appears to support a finding that all JV members – including the Partner – intended to participate in the selection process and that the Respondents relayed that information in proposal documents. Although INT may be correct that the Respondents' self-described motivation to initially work with the Partner was primarily political,⁸ this initial engagement related to a different contract and preceded the Abia SPMU selection process. Under these circumstances, the Sanctions Board finds that INT did not meet its initial burden to show that the Respondents misrepresented the intended involvement of the Partner.

28. *Partner's actual involvement – Contract execution:* In past cases that involved alleged misrepresentations regarding contract implementation, the Sanctions Board has considered the totality of the evidence, including documentation of claims made to the implementing agency, the agency's likely reasonable understanding of these claims, and whether the respondents credibly disputed or explained the inculpatory evidence.⁹ In the present case, evidence regarding actual participation appears to be inconclusive and is discussed below.

29. The JV's Technical Proposal described a general role for the Partner and Contract documents listed a specific staff member from among the Partner's employees as a "site clerk." Correspondence between the Respondents and the Abia SPMU during Contract implementation continued to refer to the JV as intact and as including the Partner but did not report specific tasks conducted by the Partner or its staff.

30. The Sanctions Board must first assess what reasonable expectations the Abia SPMU may have had with respect to the Partner's involvement based on the language in the selection documents and the Contract. The Sanctions Board notes that the selection documents and the Contract paint the Partner's role with a broad brush. For example, the Technical Proposal assigns the Partner to "assist in overall project execution and management and provide expertise for all civil/structural design aspects as well as quality control and resident supervision services" without adding details of any specific tasks. The Contract does not assign specific responsibilities to the

⁸ See *infra*, Paragraph 13.

⁹ Sanctions Board Decision No. 53 (2012) at paras. 30-31 (relying on the total record of documentary evidence to find misrepresentation via submission of falsified invoices, timesheets, and status reports to the PIU); Sanctions Board Decision No. 86 (2016) at paras. 30-32 (finding misrepresentation where the respondent falsely claimed participation of certain consultants under the contract in written statements to the PIU; rejecting the respondent's defense that the PIU was informed of the actual staff working under the contract and should have been able to identify inaccurate documents).

Partner beyond identifying a single staff member of the Partner as a proposed “site clerk.” Neither document articulates an obligation for the Respondents to notify the Abia SPMU if and when a JV member’s role changes. Indeed, during the Contract negotiation meeting, the JV informed the Abia SPMU that the JV’s “various experts . . . are there to give value to whatever assignments they have” (emphasis added). Based on the general nature of this information, the Abia SPMU could have reasonably expected that the Partner would play a broad and perhaps flexible role supporting the Contract rather than having direct responsibility for identified deliverables.

31. The second question before the Sanctions Board is whether the JV’s conduct during Contract implementation was consistent with the Abia SPMU’s reasonable expectations or whether the failure to disclose the Partner’s alleged non-participation constituted a breach. The record does not show that the Respondents attributed any of the completed work to the Partner. As the record does not include contemporaneous documentation of the Partner’s participation, the Sanctions Board relies on a review of evidence gathered during INT’s investigation and claims made during these sanctions proceedings. A key item of inculpatory evidence is a transcript of INT’s interview with the Partner’s senior officer, who broadly denied working on the Contract or even being aware of its award. However, the Respondents describe in some detail the logistical/transport assistance provided by the Partner and refer to a Contract-related meeting between the Bank’s representatives, Abia SPMU, and JV members – including a representative of the Partner. The Partner’s senior staff appeared to confirm to INT that this meeting took place but indicated that it was prior to Contract award. INT agrees that the alleged meeting occurred but was unable to confirm its precise timing or supply other evidence that it took place prior to Contract award – in spite of the fact that Bank staff were admittedly present. The Respondents also separately claim (and the Partner denies) that they invited the Partner to send the “site clerk” to participate in Contract execution but met with refusal. The Respondents’ position is consistent with their correspondence with the Partner during INT’s investigation.

32. The Sanctions Board considers the Partner’s broad and general denials of involvement and knowledge to bear less evidentiary weight than the Respondents’ references to specific services, correspondence, and meeting. The JV’s conduct with respect to the Partner’s involvement during Contract implementation therefore does not appear to have breached any reasonable expectations of the Abia SPMU, as set out in relevant documents. The Sanctions Board concludes that INT has not successfully met the burden of showing that the Respondents misrepresented facts by failing to inform the Abia SPMU that the Partner was not involved in Contract execution.

33. Based on the foregoing, the Sanctions Board finds the record insufficient to show that it is more likely than not that the Respondents engaged in a misrepresentation regarding the Partner’s intended or actual involvement in the Contract.

2. Fraud allegation 2: Alleged misrepresentations regarding Key Staff Members

a. Act or omission, including a misrepresentation

34. INT alleges that the Respondents falsely claimed, both in the Technical Proposal and during the JV’s Contract negotiation meeting with the Abia SPMU, that the Key Staff Members

were available. INT further alleges that the Respondents continued the misrepresentation of the Key Staff Members' availability throughout the execution of the Contract, by failing to inform the Abia SPMU and by substituting the same Key Staff Members without the client's approval. The Respondents deny having engaged in fraud and submit that they acted in good faith and under time pressure. At the same time, they do not dispute the evidence furnished by INT and express regret for their failure to inform the Abia SPMU of the relevant Key Staff Members' replacements during Contract execution.

35. *Misrepresentations during selection process:* The Sanctions Board has previously assessed allegations of misrepresentations regarding expected key staff during the procurement/selection process.¹⁰ In such cases, the Sanctions Board relied primarily on documentary evidence, including pre-proposal correspondence with the claimed key staff confirming that they were not available to participate.¹¹ The record in this case reflects that potential consultants were required to confirm the availability of all key staff included in the technical proposal as a pre-requisite to contract negotiation. The Key Staff Members at issue were both named in the Technical Proposal and in the Contract; each document included their CVs. Each of the CVs included in the Technical Proposal ended with a completed "certification" section, which affirmed the relevant consultant's availability and bore the signatures of the individual consultant and the Respondent Managing Director. During the Contract negotiation meeting, the JV confirmed that the selected key staff were available. Although the Respondent Managing Director did not attend this meeting, it is more likely than not that he was made aware of the meeting content later. Others attended on behalf of the Respondent Firm and the Respondent Managing Director later received and initialed the meeting minutes.

36. However, during INT's investigation and the Sanctions Board's hearing, the Respondents described a highly informal process that contradicted the selection requirements and the JV's submissions to the Abia SPMU. Under this process, the Respondent Managing Director simply identified staff suitable for the work and included them in the proposal documents, without additional steps to ascertain or confirm the availability of these individuals. With respect to one of the Key Staff Members ("Expert 1"), the Respondent Managing Director explained that he included Expert 1 in the proposal documents after another JV member recommended Expert 1; the Respondent Managing Director did not identify any steps taken by the JV or the Respondents to ascertain the availability of Expert 1. With respect to the second Key Staff Member ("Expert 2"), the Respondent Managing Director described a phone conversation prior to proposal submission where Expert 2 indicated that he would not be available. Nevertheless, the Respondent Managing Director elected to include Expert 2 in the JV's proposal, assertedly hoping that – if, and when, the Contract were awarded – Expert 2 might become available to participate. During the Sanctions Board hearing, the Respondents received questions about the certifications purportedly signed by the Key Staff Members and countersigned by the Respondent Managing Director. The Respondent Managing Director agreed that he had signed the documents but stated that he "signed last" and claimed that a project manager, who is now deceased, within the Respondent Firm had prepared

¹⁰ See, e.g., Sanctions Board Decision No. 92 (2017) at paras. 73-74; Sanctions Board Decision No. 112 (2018) at para. 29; Sanctions Board Decision No. 134 (2021) at paras. 34-35.

¹¹ See, e.g., Sanctions Board Decision No. 92 (2017) at para. 73.

the documents. The Sanctions Board gives little weight to this evidence of signed certifications. First, the evidence contradicts the Respondents' own account of the process. Second, the Respondent Managing Director's description of an unnamed project manager who "was neck deep in the preparation of the documents" is both belated and unsubstantiated.

37. The evidence discussed above reveals an irreconcilable conflict between the Respondents' confirmations of Key Staff Members' availability during the selection process on the one hand, and the Respondents' self-described informal process and omissions to confirm availability on the other hand. The Sanctions Board therefore concludes that the Respondents' statements in the JV's proposal documentation and during the Contract negotiation meeting misrepresented that the availability of the Key Staff Members had been confirmed.

38. *Misrepresentations during Contract execution:* The Sanctions Board has previously assessed allegations of misrepresentations regarding claimed participation of key staff during the contract execution process.¹² When assessing such allegations, the Sanctions Board has relied primarily on documentary evidence, written statements from the parties named in or supposedly issuing the allegedly false documents, as well as the respondents' own admissions.¹³ The Sanctions Board has also previously reviewed alleged misrepresentations arising from failure to comply with disclosure requirements under a contract.¹⁴ In such cases, the Sanctions Board compared the specific stated scope of the relevant requirements to the respondents' conduct as reflected in the record.¹⁵ The record here reflects, and the Respondents do not contest, that the two Key Staff Members initially included in proposal documents did not in fact contribute to the Contract and were replaced by available specialists. Notwithstanding, the Respondents continued to list the original Key Staff Members in Contract-related correspondence without informing the Abia SPMU. The record also confirms that this conduct was in contravention of explicit requirements discussed during the Contract negotiation meeting. In these circumstances, the Sanctions Board finds the record sufficient to conclude that the Respondents misrepresented the involvement of the two Key Staff Members in Contract execution.

39. In summary, the Sanctions Board concludes that it is more likely than not that the Respondents misrepresented the availability and participation of the specified Key Staff Members at various points through the selection and Contract execution processes.

b. That knowingly or recklessly misled, or attempted to mislead, a party

40. The Sanctions Procedures recognize the Sanctions Board's discretion to infer knowledge on the part of a respondent from circumstantial evidence; and state broadly that any kind of evidence may form the basis of conclusions reached by the Sanctions Board.¹⁶ In assessing

¹² Sanctions Board Decision No. 86 (2016) at paras. 30-32.

¹³ Sanctions Board Decision No. 86 (2016) at paras. 30-32.

¹⁴ See, e.g., Sanctions Board Decision No. 128 (2020) at para. 21.

¹⁵ See, e.g., Sanctions Board Decision No. 83 (2015) at paras. 48-50.

¹⁶ Sanctions Procedures at Section III.A, sub-paragraph 7.01.

recklessness, the Sanctions Board has held it may consider whether a respondent was, or should have been, aware of a substantial risk – such as harm to the integrity of the Bank’s procurement process due to false or misleading bid documents – but nevertheless failed to act to mitigate that risk.¹⁷ With respect to disclosure obligations in particular, the Sanctions Board has held that a respondent’s experience as a bidder and the apparent importance of the relevant disclosure requirement may support a finding that the omission of the disclosure was, at a minimum, reckless.¹⁸ The Sanctions Board has also found a respondent to have been at least reckless in omitting required information when the record showed no evidence of internal due diligence, discussion, or correspondence to suggest that the disclosure requirements had been considered closely.¹⁹

41. INT submits that the misrepresentations regarding Key Staff Members were made knowingly or at least recklessly and underscores the Respondent Managing Director’s familiarity with the rules of the selection process and his direct and personal involvement in the misrepresentations. The Respondents do not address this component of INT’s allegations but generally deny liability and describe their conduct as erroneous.

42. The Sanctions Board first assesses the *mens rea* of the Respondent Managing Director’s conduct during the selection process. The Sanctions Board notes that the Respondent Firm and the Respondent Managing Director were designated as the lead JV partner and the authorized representative of that lead partner, respectively. The relevant powers of attorney that establish this are not disputed. The proposal documents, correspondence, and invoicing documents all support a conclusion that the Respondent Managing Director was in control of the process. The Respondents’ statements at the hearing are generally consistent with this arrangement. Although the Respondent Managing Director noted, at one point, that a project manager was responsible for collating the key staff CVs, this statement is not supported by any evidence and appears to contradict earlier statements made to INT. As noted in Paragraph 36 above, the Respondents describe – and the evidence supports – a process whereby Key Staff Members were selected and included in the proposal in a highly irregular manner. The level of informality – including proposing one staff member despite his stated unavailability – directly contradicts the letter and purpose of requirements set out by the Abia SPMU. As the technical evaluation and the Contract negotiation meeting made clear, the qualifications, capacity, and availability of expert staff were essential. Moreover, the Abia SPMU went to great lengths to articulate this requirement at every stage, both in writing and verbally during their meeting with the Respondent Firm. The Respondents instead employed an informal and largely undocumented process with respect to the Key Staff Members, introducing a substantial level of risk of misrepresentation. As someone with experience in Bank-financed projects and admittedly the “main actor” during the JV’s proposal preparation, the Respondent Managing Director should have known of this substantial risk and yet he took no steps to mitigate it. On this basis, the Sanctions Board finds the Respondent Managing Director to have acted recklessly in a manner that served to mislead the Abia SPMU.

¹⁷ See, e.g., Sanctions Board Decision No. 51 (2012) at paras. 33-39.

¹⁸ Sanctions Board Decision No. 56 (2013) at para. 46.

¹⁹ Sanctions Board Decision No. 128 (2020) at para. 33.

43. The Sanctions Board next assesses the *mens rea* of the Respondent Managing Director's conduct during the Contract execution process. During this period, the Respondent Managing Director retained a leadership role and represented the JV to the Abia SPMU. Again, as the Respondent Managing Director recounts, he had experience in Bank-financed projects and was demonstrably familiar with the requirements. For example, as the record reflects, the Respondent Managing Director followed the appropriate steps to replace another key staff member on at least one occasion during the period of Contract execution. In their written pleadings and during the hearing, the Respondents concede that they failed to follow the rules and make the required disclosures, and assert that they were motivated by time pressure and considerations of efficiency. The Sanctions Board does not find this defense persuasive. First, the motivation to proceed efficiently did not relieve the Respondents of their responsibility to be transparent with the Abia SPMU and to give the agency an opportunity to participate in any replacement decision. Second, the Respondents appear to have never made the required disclosure to the Abia SPMU, not even years after the initial omission. Given the Respondents' prior experience and the Respondent Managing Director's conduct with respect to another replacement, the Sanctions Board finds it more likely than not that the misrepresentations that misled the Abia SPMU during Contract execution were knowing.

c. To obtain a financial or other benefit or to avoid an obligation

44. INT alleges that the misrepresentations during the selection process were made to mislead the Abia SPMU and obtain the financial benefit of the Contract while avoiding certain obligations. INT adds that misrepresentations regarding the Key Staff Members during the Contract execution process benefited the Respondent Managing Director personally, as he was one of the two specialists who substituted for an unavailable Key Staff Member.

45. The Sanctions Board has consistently held that, where the record demonstrates that a misrepresentation was made in response to a tender requirement, the intent to obtain a benefit or avoid an obligation may be inferred.²⁰ The Abia SPMU required consulting companies to verify the availability of proposed key staff and follow a strict process in case of necessary substitution, as detailed in the RFP and discussed during the Contract negotiation meeting.²¹ Furthermore, the qualifications of key staff proposed were relevant to a proposal's assessment by the technical evaluation committee.²² In the present case, the record reveals that the two Key Staff Members were assessed especially favorably.²³ Therefore, misrepresentations regarding the Key Staff Members served to strengthen the JV's proposal. In addition, the misrepresentations during the Contract execution process allowed the Respondents to avoid the obligation to seek the Abia SPMU's approval for a qualified replacement.

²⁰ See, e.g., Sanctions Board Decision No. 65 (2014) at para. 57; Sanctions Board Decision No. 115 (2019) at para. 50.

²¹ Although the Respondent Managing Director did not attend this meeting, the record reflects that he received formal minutes and initialed each page of that document to confirm receipt.

²² The RFP allocated 50% of a Technical Proposal's score to the qualifications and competence of Key Experts.

²³ The evaluation report reflects that the JV's proposal of two Key Staff members whose availability was allegedly misrepresented received the highest rating from the committee among other proposed Key Staff.

46. On the basis of this record, and consistent with precedent, the Sanctions Board finds that it is more likely than not that the Respondents engaged in the misrepresentation with the intent to obtain a benefit.

B. The Respondent Firm’s Liability for the Acts of the Respondent Managing Director

47. In past cases, the Sanctions Board has considered that a respondent entity could be held directly and/or vicariously liable for the acts performed by its president, owner, and sole shareholder or its chief executive officer and authorized representative, acting in the course and scope of that individual’s duties.²⁴ The record supports a finding that the Respondent Managing Director engaged in misconduct in accordance with the scope of his duties and with the purpose of serving the interests of the Respondent Firm. The record reflects that the Respondent Firm was founded by the Respondent Managing Director and remains owned by him and his immediate family. The Respondent Managing Director was the Respondent Firm’s primary leader and authorized representative throughout the period of misconduct and so remained as of the date of the hearing. The Sanctions Board finds the Respondent Firm directly liable for the misconduct carried out by the Respondent Managing Director given his role as the company’s founder, primary leader, and authorized representative acting in the scope of his duties.

C. Sanctioning Analysis

1. General framework for determination of sanctions

48. 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 includes: (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.

49. 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.²⁵ 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.²⁶

²⁴ Sanctions Board Decision No. 41 (2010) at para. 85 (finding direct and/or vicarious liability for the respondent firm, where the individual respondent was the firm’s president, owner, and sole shareholder); Sanctions Board Decision No. 52 (2012) at para. 32 (finding direct and/or vicarious liability for the respondent firm, where the individual respondent was the firm’s CEO).

²⁵ See, e.g., Sanctions Board Decision No. 40 (2010) at para. 28.

²⁶ See Sanctions Board Decision No. 44 (2011) at para. 56; Sanctions Board Decision No. 51 (2012) at para. 44; Sanctions Board Decision No. 63 (2014) at para. 92; and Sanctions Board Decision No. 65 (2014) at para. 65.

50. 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.

51. 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. Factors considered in the present case

a. Severity of the misconduct

52. 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 various examples of severity that may merit aggravation.

53. *Repeated pattern of conduct:* Section IV.A.1 of the Sanctioning Guidelines identifies a repeated pattern of conduct as one potential basis for aggravation. 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.²⁷ By contrast, the Sanctions Board has declined to apply aggravation where the sanctionable conduct was attributed to a “single scheme”²⁸ or a “single course of action.”²⁹ This case involves misrepresentations over a period of years and relating to both selection and contract execution, albeit all under the same Bank-financed project. The Sanctions Board also notes that the Respondents’ misrepresentations related to different requirements and involved both reckless misstatements and knowing misrepresentations by

²⁷ See, e.g., Sanctions Board Decision No. 60 (2013) at para. 122 (misrepresentations in bids relating to different Bank-financed projects and contracts over several years); Sanctions Board Decision No. 72 (2014) at para. 56 (misrepresentations relating to two separate agency agreements in two bids, submitted more than two months apart, in connection with contracts under different projects); Sanctions Board Decision No. 98 (2017) at para. 57 (misrepresentations relating to the submission of two different security documents prompted by two unrelated requirements in the bid documents and the contract).

²⁸ 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).

²⁹ 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).

omission (i.e., failure to disclose substitution). The Sanctions Board finds that this pattern of conduct warrants some aggravation.

54. *Central role in the misconduct:* Although INT initially requested aggravation for both Respondents on this basis, it withdrew this submission during the hearing and instead clarified that it supported aggravation on the basis of the Respondent Managing Director’s “central” management role. The Sanctioning Guidelines indicate that “central role” means acting as the “organizer, leader, planner, or prime mover in a group of 2 or more.”³⁰ Consistent with this definition, the Sanctions Board has declined to apply aggravation where the misconduct did not involve participation of any party other than the respondent.³¹ The record in the present case does not indicate or provide evidence that other individuals or companies participated in the misconduct. The Sanctions Board therefore similarly finds aggravation unwarranted in the present case.

55. *Management’s role in the misconduct:* INT requests aggravation for the Respondent Managing Director’s involvement in the misconduct. The Sanctions Board has read the Sanctioning Guidelines to provide for aggravation of a sanction on a respondent entity on this basis where a senior official within that entity personally participated in the misconduct.³² The record here suggests that the Respondent Managing Director held a senior, possibly the most senior, position within the Respondent Firm and likely made all executive decisions for the company. However, the Sanctions Board also notes that the Respondent Firm is a small and family-owned business entity without a tiered structure of employees, middle management, and senior management. Application of aggravation for the role of a “senior official” would appear misplaced where that senior official holds a high-level title but conducts all manner of business for the company, including serving as a key staff substitute on an individual Contract. The Sanctions Board declines to apply aggravation in this context.

b. Cooperation

56. 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.” Section V.C of the Sanctioning Guidelines identifies a respondent’s assistance with INT’s investigation as an example of cooperation.

57. *Assistance and/or ongoing cooperation:* 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.” Section V.C.1 of the Sanctioning Guidelines provides that mitigation may be appropriate for assistance and/or ongoing cooperation, “[b]ased on INT’s representation that the respondent has provided substantial assistance in an investigation,” with consideration of the “truthfulness, completeness, reliability of any information or testimony, the nature and extent

³⁰ Sanctioning Guidelines (2011) at Section IV.A.3.

³¹ See, e.g., Sanctions Board Decision No. 115 (2019) at para. 65 (finding that “by definition, the [r]espondent [f]irm cannot have played a central role in the fraudulent and obstructive practices, as no other parties were involved in that misconduct.”)

³² Sanctioning Guidelines (2011) at Section IV.A.4; Sanction Board Decision No. 108 (2018) at para. 73.

of the assistance, and the timeliness of assistance.” INT supports limited mitigation on this basis. The Sanctions Board has granted mitigation where a respondent replied to INT’s inquiries;³³ and has declined mitigation where respondents’ statements to INT revealed substantial internal inconsistencies,³⁴ “failed to show the type of candor and cooperation as would warrant mitigation,”³⁵ or otherwise lacked credibility and were inconsistent with previous assertions.³⁶ The record reflects that the Respondents participated in a voluntary interview with INT and engaged in correspondence, including by sharing financial records. However, INT submits that the Respondents were not forthcoming in their denials of any wrongdoing. The Sanctions Board finds the Respondents’ conduct, including correspondence with INT, interview with INT, and later participation in the hearing called by the Sanctions Board Chair, to reflect a high degree of cooperation. Noting that cooperative conduct need not be accompanied by an admission of culpability, the Sanctions Board finds a significant degree of mitigation to be appropriate.

c. Periods of temporary suspension

58. Pursuant to Section III.A, sub-paragraph 9.02(h) of the Sanctions Procedures, the Sanctions Board considers the period of the Respondents’ temporary suspensions since the SDO’s issuance of the Notice on March 28, 2023.

d. Other considerations

59. *Lack of candor*: INT asserts that the Respondents’ denials set out in their written pleadings rest on demonstrably incorrect grounds, and that the Respondents advance conclusions frequently contrary to their own prior admissions. INT contends that this conduct demonstrates a lack of candor warranting aggravation. The Sanctions Board has previously applied aggravation on this basis where a respondent made persistent and implausible claims contradicting substantial evidence, or significantly changed positions.³⁷ Conversely, the Sanctions Board has declined to apply aggravation where a respondent’s denials were reasonably presented in the usual course of their defense – even if they did not ultimately prevail.³⁸ INT’s argument on this point refers to the Respondents’ continued denials of wrongdoing regarding the Key Staff Members, in spite of inculpatory evidence. During the Sanctions Board hearing, however, the Respondents discussed the Contract and the alleged misconduct credibly and with candor, apologizing for violating the Contract-related requirements and accepting responsibility for the missteps. The Sanctions Board observes that the narrative presented by the Respondents was consistent with statements made

³³ 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; Sanctions Board Decision No. 113 (2018) at para. 44.

³⁴ Sanctions Board Decision No. 61 (2013) at para. 44; Sanctions Board Decision No. 127 (2020) at paras. 37-38.

³⁵ Sanctions Board Decision No. 77 (2015) at para. 54.

³⁶ Sanctions Board Decision No. 75 (2014) at para. 34.

³⁷ See, e.g., Sanctions Board Decision No. 71 (2014) at para. 107 (applying aggravation where the respondent presented “an uncorroborated version of events that lacks credibility in order to justify the submission of inauthentic documents with its [b]id,” noting that such conduct “could not have taken place without the endorsement of the [r]espondent’s management”).

³⁸ Sanctions Board Decision No. 130 (2020) at para. 94.

during the investigation and not contradicted by a plain reading of the evidence. In this case, the Sanctions Board finds it more likely that the Respondents' broad denials of fraud reflected a course of defensive argument and did not cross the line into non-cooperative behavior warranting aggravation.

D. Determination of Appropriate Sanctions

60. Considering the full record and all the factors discussed above, the Sanctions Board determines that:

- i. the Respondent Firm, together with any entity that is an Affiliate³⁹ directly or indirectly controlled by the Respondent Firm, shall be ineligible to (i) be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴⁰ (ii) be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider⁴¹ 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 one (1) year and six (6) months beginning from the date of this decision, the Respondent Firm may be released from ineligibility only if it has, in accordance with Section III.A, sub-paragraph 9.03 of the Sanctions Procedures, adopted and implemented effective integrity compliance measures in a manner satisfactory to the World Bank Group. Such measures should address compliance with procurement and selection procedures, related disclosure requirements, and document management and retention. This sanction is imposed on the Respondent Firm for fraudulent practices as defined in Paragraph 1.23(a)(ii) of the January 2011 Consultant Guidelines.

³⁹ See *supra*, n.2.

⁴⁰ A respondent's ineligibility to be awarded a contract includes, without limitation (i) applying for pre-qualification, 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.

⁴¹ 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 pre-qualification 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.



- ii. the Respondent Managing Director, together with any entity that is an Affiliate⁴² that he directly or indirectly controls, shall be ineligible to (i) be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴³ (ii) be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider⁴⁴ 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 one (1) year and six (6) months beginning from the date of this decision, the Respondent Managing Director 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, and by adopting and implementing effective integrity compliance measures with respect to any entity that is an Affiliate directly or indirectly controlled by him in a manner satisfactory to the World Bank Group. Integrity compliance measures required of any such Affiliate should align with and should not exceed the requirements with respect to the Respondent Firm referenced in Paragraph 60(i). This sanction is imposed on the Respondent Managing Director for fraudulent practices as defined in Paragraph 1.23(a)(ii) of the January 2011 Consultant Guidelines.

⁴² See supra, n.2.

⁴³ See supra n.40.

⁴⁴ See supra n.41.

61. This ineligibility shall extend across the operations of the World Bank Group. The Bank will also provide notice of the corresponding 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 enforce the declaration of ineligibility with respect to their own operations in accordance with the Cross-Debarment Agreement and their own policies and procedures.⁴⁵



Maria Vicien Milburn (Sanctions Board Chair)

On behalf of the
World Bank Group Sanctions Board

Maria Vicien Milburn
Eduardo Zuleta
Philip Daltrop

⁴⁵ 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/key-documents> (see “Background and Reference Documents” section, item titled “Agreement for Mutual Enforcement of Debarment Decisions” (April 9, 2010)).