THE WORLD BANK GROUP
SANCTIONS BOARD

Date of issuance: November 6, 2014

Sanctions Board Decision No. 75
(Sanctions Case No. 260)

IDA Grant No. H668-SL
Sierra Leone

Decision of the World Bank Group[1] Sanctions Board imposing a sanction of debarment with conditional release on the respondent entity in Sanctions Case No. 260 (the "Respondent"), together with any entity that is an Affiliate[2] directly or indirectly controlled by the Respondent, with a minimum period of ineligibility of three (3) years beginning on the date of this decision. This sanction is imposed on the Respondent for a fraudulent practice.

I. INTRODUCTION

1. The Sanctions Board held a plenary session on July 21, 2014, to review this case. The Sanctions Board was composed of L. Yves Fortier (Chair), Hassane Cissé, Ellen Gracie Northfleet, Catherine O'Regan, Denis Robitaille, and J. James Spinner. Neither the Respondent nor the World Bank Group's Integrity Vice Presidency ("INT") requested a hearing. Nor did the Sanctions Board Chair decide, in his 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 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 Evaluation and

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[1] In accordance with Section 1.02(a) of the World Bank Sanctions Procedures as adopted April 15, 2012 (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"). For the avoidance of doubt, the term "World Bank Group" includes the guarantee operations of IBRD and IDA, but does not include the International Centre for the 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. Sanctions Procedures at Section 1.01(a), n.1.

[2] In accordance with Section 1.02(a) of the Sanctions Procedures, the term "Affiliate" means "any legal or natural person that controls, is controlled by, or is under common control with, the Respondent, as determined by the Bank."

[3] See Sanctions Procedures at Section 6.01.

Suspension Officer (the "EO")[4] to the Respondent on February 20, 2014 (the "Notice"), appending the Statement of Accusations and Evidence (the "SAE") presented to the EO by INT, dated December 17, 2013;

ii. Explanation submitted by the Respondent to the EO on March 21, 2014 (the "Explanation");

iii. Response submitted by the Respondent to the Secretary to the Sanctions Board on May 21, 2014 (the "Response"); and

iv. Reply submitted by INT to the Secretary to the Sanctions Board on June 20, 2014 (the "Reply").

3. Pursuant to Sections 4.01(c), 9.01, and 9.04 of the Sanctions Procedures, the EO recommended debarment with conditional release for the Respondent, together with any entity that is an Affiliate directly or indirectly controlled by the Respondent. The EO recommended a minimum period of ineligibility of three (3) years, after which period the Respondent may be released from ineligibility only if it has, in accordance with Section 9.03 of the Sanctions Procedures, demonstrated to the World Bank Group's Integrity Compliance Officer that it has (i) taken appropriate remedial measures to address the sanctionable practices for which it has been sanctioned and (ii) adopted and implemented an effective integrity compliance program in a manner satisfactory to the Bank.

4. Effective February 20, 2014, pursuant to Section 4.02(a) of the Sanctions Procedures, the EO temporarily suspended the Respondent, together with any entity that is an Affiliate directly or indirectly controlled by the Respondent, from eligibility to (i) be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[5] (ii) be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider[6] 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 project or program financed by the Bank and governed by the Bank's Procurement Guidelines, Consultant Guidelines, or Anti-Corruption Guidelines (referred to

[4] Effective March 31, 2013, the EO's title changed to "IBRD/IDA Suspension and Debarment Officer" ("SDO"). For consistency with the Sanctions Procedures, this decision refers to the former title.

[5] For the avoidance of doubt, the scope of ineligibility to be awarded a contract will include, without limitation, (i) applying for prequalification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, consultant, manufacturer or supplier, or 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 9.01(c)(i), n.16.

[6] A nominated sub-contractor, consultant, manufacturer or supplier, or 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 9.01(c)(ii), n.17.

collectively as "Bank-Financed Projects")[7] pending the final outcome of the sanctions proceedings.

II. GENERAL BACKGROUND

5. This case arises in the context of the Extractive Industries Technical Assistance Project (the "Project") in Sierra Leone. IDA and the Republic of Sierra Leone entered into a financing agreement for the Project on May 17, 2011. The financing agreement was for a grant valued at the equivalent of approximately US$4 million. The Project seeks to support Sierra Leone's efforts to build its capacity to manage and regulate the extractive industries sector.

6. On July 15, 2011, Sierra Leone's implementing agency for the Project (the "Implementing Agency") issued bidding documents for a contract to supply twenty-eight off-road motorcycles (the "Contract"). The bidding documents required each bidder that did not manufacture the goods offered in its bid to submit a manufacturer's authorization to supply the offered goods in Sierra Leone.

7. On August 12, 2011, a manager of the Respondent (the "Manager") signed and submitted the Respondent's bid to supply motorcycles manufactured by a certain company (the "Purported Issuer"). The Respondent's bid included a manufacturer's authorization attributed to the Purported Issuer (the "MA").

8. On September 7, 2011, the Implementing Agency requested the Respondent to clarify how it obtained the MA. In reply, the Respondent stated that it had contacted the Purported Issuer, which agreed to issue the MA. The Implementing Agency had also requested the Purported Issuer's authorized distributor in Sierra Leone (the "Distributor") to verify the authenticity of the MA through the Purported Issuer. The Distributor transmitted to the Implementing Agency a letter from the Purported Issuer, which stated that the Purported Issuer had not issued the MA. Consequently, the Implementing Agency disqualified the Respondent for submitting an invalid manufacturer's authorization.

9. On February 29, 2012, INT issued a show-cause letter requesting the Respondent to explain why no sanctions should be sought against the Respondent for engaging in a fraudulent practice by submitting a forged manufacturer's authorization with its bid. In reply to INT's show-cause letter, the Respondent explained that the MA had been provided by an individual (the "Broker"), who had represented that he had obtained the MA from the Purported Issuer. INT alleges that the Respondent engaged in a fraudulent practice by knowingly or recklessly misrepresenting facts in submitting the forged MA with its bid for the Contract.

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[7] For the avoidance of doubt, the term "Bank-Financed Projects" includes activities financed through trust funds administered by the Bank to the extent governed by said Guidelines. Sanctions Procedures at Section 1.01(c)(i), n.3.

III. APPLICABLE STANDARDS OF REVIEW

10. Pursuant to Section 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 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. As set forth in Section 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.

11. Under Section 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.

12. The alleged sanctionable practice in this case has the meaning set forth in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits (May 2004, revised October 2006) (the "October 2006 Procurement Guidelines"), which governed the procurement of the Contract under the relevant financing agreement, and whose definition of fraudulent practice was repeated in the bidding documents for the Contract. Paragraph 1.14(a)(ii) of these guidelines defines the term "fraudulent practice" as "any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation."

IV. PRINCIPAL CONTENTIONS OF THE PARTIES

A. INT's Principal Contentions in the SAE

13. INT submits that it is more likely than not that the Respondent engaged in a fraudulent practice by knowingly or recklessly submitting a forged document with its bid for the Contract. INT asserts that the Purported Issuer confirmed to the Implementing Agency and INT that the Purported Issuer did not issue the MA and that the document is a forgery. According to INT, the record supports a finding that the Respondent acted knowingly in submitting the forged MA, as the Respondent's explanations are inconsistent and lack credibility, or at least recklessly, given that the Respondent obtained the MA through the Broker when it was aware that the Distributor is the Purported Issuer's local representative in Sierra Leone. Finally, INT asserts that the Respondent made the misrepresentation in order to win the Contract and thereby obtain a financial benefit.

14. INT states that it has not identified any aggravating or mitigating factors in this case.

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

15. The Respondent requests that the Sanctions Board not impose any sanction. The Respondent denies any intention to mislead the Implementing Agency as to the authenticity of

the MA, and contends that it realized that the MA was not authentic only when it received INT's show-cause letter. The Respondent asserts that it is the victim of fraud committed by the Broker, who supplied the MA. According to the Respondent, the Broker had presented documents that showed that he had direct contact with the Purported Issuer and that he imported its products; and the Respondent thus relied on the Broker's representations that he had obtained the MA from the Purported Issuer. The Respondent asserts that its later actions in filing a report with the national police and seeking an arrest warrant against the Broker show that the Respondent had no intent to mislead the Implementing Agency to win the Contract. The Respondent also denies any intention to mislead the Implementing Agency when it wrote to explain how it obtained the MA.

16. Although the Respondent does not directly address any sanctioning factors, it claims that it cooperated with INT's investigation and took corrective measures to prevent a reoccurrence of "this unfortunate incident."

C. INT's Principal Contentions in the Reply

17. INT contends that it has carried its initial burden of proof to show that it is more likely than not that the Respondent engaged in a fraudulent practice, and that the Respondent has not discharged its consequent burden to show that its acts did not constitute a fraudulent practice. INT submits that the Respondent's explanations to the Implementing Agency and INT regarding the MA are "not truthful" because they are neither consistent nor credible. According to INT, the Respondent's letter to the Implementing Agency created a "false impression" that it had an existing business relationship with the Purported Issuer, when the Purported Issuer confirmed that it had never heard of the Respondent. INT contends that the Sierra Leone police certification provided by the Respondent does not "fill the gaps" in the Respondent's conflicting versions of events.

V. THE SANCTIONS BOARD'S ANALYSIS AND CONCLUSIONS

18. The Sanctions Board will first consider whether the record supports a finding that it is more likely than not that the Respondent engaged in a fraudulent practice. The Sanctions Board will then determine what sanction, if any, should be imposed on the Respondent.

A. Evidence of Fraudulent Practice

19. In accordance with the definition of "fraudulent practice" under the October 2006 Procurement Guidelines, INT bears the initial burden to show that it is more likely than not that the Respondent (i) engaged in any act or omission, including a misrepresentation, that (ii) knowingly or recklessly misled or attempted to mislead a party (iii) to obtain a financial or other benefit or to avoid an obligation.

1. Misrepresentation

20. In a number of past decisions finding that respondents had submitted forged bid documents, the Sanctions Board relied primarily on written statements from the parties named in or supposedly issuing the allegedly falsified documents, as well as the respondents' own

admissions.[8] The record in the present case includes correspondence from the Purported Issuer denying that it had issued the MA and stating that the purported signatory of the MA would never sign a document such as the MA. Additionally, the Respondent acknowledges that the MA was falsified and describes itself as the victim of fraud committed by the Broker. On the basis of this record, the Sanctions Board finds that it is more likely than not that the Respondent's bid contained a misrepresentation in the form of the forged MA.

2. That knowingly or recklessly misled or attempted to mislead a party

21. INT contends that the Respondent acted knowingly in submitting the forged MA. 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.[9]

22. The record supports INT's assertion that the Respondent gave inconsistent explanations as to how it obtained the MA. The Respondent's statement to the Implementing Agency that the Respondent had contacted the Purported Issuer to obtain the MA created the impression that the Respondent had been in direct contact with the Purported Issuer. However, the Respondent subsequently stated to INT that it had acquired the MA through the Broker. The Respondent does not satisfactorily explain the apparent inconsistency. While the Respondent asserts that it did not deem it necessary to inform the Implementing Agency about the Broker's role in obtaining the MA, this explanation is not persuasive considering that the Implementing Agency had specifically asked the Respondent to clarify how it obtained the MA.

23. The record also supports INT's assertion that the Respondent's explanations as to how it obtained the MA from the Purported Issuer lack credibility. First, the Respondent's letter to the Implementing Agency stated that it had contacted the Purported Issuer to obtain the MA with the expectation that the Purported Issuer would export motorcycles to the Respondent within a short period of time, as the Respondent claims the Purported Issuer had done in their previous transactions. However, the record does not support the Respondent's claim that it had contacted the Purported Issuer or that it had an existing business relationship with the Purported Issuer. To the contrary, the Purported Issuer stated in an email to INT that it does not know the Respondent. Second, the Respondent stated in reply to INT's show-cause letter that it had obtained the MA from the Broker, and that the Broker had presented documents

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[8] See, e.g., Sanctions Board Decision No. 2 (2008) at para. 4 (stating that the Sanctions Board "relied primarily" on a written statement from the purported issuer of the documents at issue that the documents had been forged, as well as the respondent's oral and written admissions, in finding that the respondent had engaged in fraudulent practices by forging documents); see also Sanctions Board Decision No. 61 (2013) at para. 21 (considering written denials of authenticity by the purported issuers and signatories of the documents at issue, additional indicia of falsity on the face of the documents, and the respondents' tacit acknowledgment that the documents are inauthentic, in finding that the documents were forged); Sanctions Board Decision No. 68 (2014) at para. 22 (considering written denials of authenticity by the purported issuer as well as the respondent's implicit acknowledgement that the documents were falsified, in finding that the documents were forged).

[9] Sanctions Procedures at Section 7.01.

showing that he had direct contact with the Purported Issuer and that he imported its products. However, the Respondent did not provide copies of any documents presented by the Broker or any other evidence of communication between the Respondent and the Broker. On this record, the Sanctions Board does not agree with the Respondent that the Respondent's subsequent actions in filing a police report and seeking an arrest warrant against the Broker suffice to show the credibility of the Respondent's account of interactions with the Broker.

24. Considering the inconsistency and lack of credibility of the Respondent's explanations as to how it obtained the MA, the Sanctions Board concludes that it is more likely than not that the Respondent knew that the MA was not issued by the Purported Issuer and that it therefore knowingly submitted an inauthentic MA with its bid in an attempt to mislead the Implementing Agency. Given this finding, the Sanctions Board need not consider INT's alternative assertion that the Respondent acted recklessly in submitting the MA.

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

25. The Sanctions Board finds that it is more likely than not that the Respondent's use of the forged MA was intended to obtain a benefit. The Sanctions Board has previously found that, where the record showed that a respondent's submission of forged or misleading documents was made in response to a bid requirement, the respondent's use of the documents was more likely than not intended to show the respondent's qualifications and thereby help the respondent win the tender and benefit from such award.[10] As noted above, the bidding documents for the Contract required bidders that did not manufacture the goods offered in their bids to submit a manufacturer's authorization to supply the offered goods in Sierra Leone. As this requirement applied to the Respondent's bid, the Sanctions Board finds that the Respondent submitted the forged MA with an intent to demonstrate the Respondent's capacity to supply the necessary goods and thereby enable the Respondent to win the tender and benefit from the Contract award.

B. Sanctioning Analysis

1. General framework for determination of sanctions

26. Where the Sanctions Board determines that it is more likely than not that a respondent engaged in a sanctionable practice, Section 8.01(b) 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 9.01. The range of sanctions set out in Section 9.01 includes: (i) reprimand, (ii) conditional non-debarment, (iii) debarment, (iv) debarment with conditional release, and (v) restitution or remedy. As stated in Section 8.01(b) of the Sanctions Procedures, the Sanctions Board is not bound by the EO's recommendations.

27. 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

[10] See, e.g., Sanctions Board Decision No. 48 (2012) at para. 25; Sanctions Board Decision No. 61 (2013) at para. 28.

appropriate sanction.[11] 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.[12]

28. The Sanctions Board is required to consider the factors set forth in Section 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 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. They further suggest potentially applicable ranges of increases or decreases from a proposed base sanction of debarment with the possibility of conditional release after three years.

29. Should the Sanctions Board impose a sanction on a respondent, it may also, pursuant to Section 9.04(b) of the Sanctions Procedures, impose appropriate sanctions on any Affiliate of the respondent.

2. Factors applicable in the present case

a. Voluntary corrective action

30. Section 9.02(e) of the Sanctions Procedures provides for mitigation where the sanctioned party took voluntary corrective action. Section V.B of the Sanctioning Guidelines identifies several examples of voluntary corrective actions that may warrant mitigation, with the timing, scope, and quality of those actions to be considered as potential indicia of the respondent's genuine remorse and intention to reform. A respondent bears the burden of presenting evidence to substantiate any claimed voluntary corrective action.[13]

31. *Effective compliance program*: Section V.B.3 of the Sanctioning Guidelines states that mitigation may be appropriate where the record reveals the "[e]stablishment or improvement, and implementation of a corporate compliance program" by a respondent. The Sanctions Board has declined to afford mitigation in cases where the record contained no evidence that the respondent had in fact implemented compliance measures[14] or where the asserted corrective measures did not appear sufficient to prevent recurrence of the same type of misconduct.[15] In the present case, the Respondent asserts that it has reorganized its business operations and that it has put in place measures to prevent a reoccurrence of the alleged

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[11] See Sanctions Board Decision No. 40 (2010) at para. 28.

[12] Sanctions Board Decision No. 44 (2011) at para. 56.

[13] See, e.g., Sanctions Board Decision No. 45 (2011) at para. 72; Sanctions Board Decision No. 71 (2014) at para. 92.

[14] See, e.g., Sanctions Board Decision No. 45 (2011) at para. 74; Sanctions Board Decision No. 61 (2013) at para. 42.

[15] See, e.g., Sanctions Board Decision No. 65 (2014) at para. 77 (declining to apply mitigation where the evidence did not demonstrate the type of voluntary corrective actions that would prevent or address the type of misconduct at issue).

misconduct. However, the Respondent provides no further details about these asserted measures and presents no evidence that the measures had in fact been implemented so as to improve the Respondent's bidding practices and controls. Given the absence of any proof of the measures that have been adopted, the Sanctions Board concludes that mitigation is not warranted in these circumstances.

32. *Filing of a police report*: Separately, the Respondent asserts that it reported the forgery to the national police and that an arrest warrant was issued against the Broker. However, the filing of a police report, whether by itself or together with any other corrective actions asserted to have been taken by the Respondent, does not appear adequate to address risks of misconduct arising within the Respondent's own staff or operations. Consistent with past precedent, the Sanctions Board declines to apply mitigation on this basis.[16]

b. Cooperation

33. Section 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 and admission or acceptance of guilt or responsibility as some examples of cooperation.

34. *Assistance and/or ongoing cooperation*: Section V.C.1 of the Sanctioning Guidelines states that cooperation may take the form of assistance with INT's investigation or ongoing cooperation, with consideration of "INT's representation that the respondent has provided substantial assistance" as well as "the truthfulness, completeness, reliability of any information or testimony, the nature and extent of the assistance, and the timeliness of assistance." In the present case, the Respondent asserts that it fully cooperated with INT's investigation. The record reveals that the Respondent replied to INT's show-cause letter and provided a copy of a police certification stating that a report was filed and an arrest warrant was issued against the Broker. However, as discussed above in Paragraphs 22-23, the Respondent's reply to INT's show-cause letter lacked credibility and was inconsistent with its explanation to the Implementing Agency. As the record demonstrates a lack of candor on the part of the Respondent, the Sanctions Board finds that no mitigation is warranted.

35. *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 the present case, the Respondent acknowledges that the MA is not authentic. However, it has not accepted responsibility for the fraudulent practice, instead claiming that it is the victim of fraud committed by the Broker who purportedly supplied the MA. Consistent

[16] See, e.g., Sanctions Board Decision No. 67 (2014) at para. 39 (declining to apply mitigation where the filing of a police report did not appear adequate to address risks of misconduct arising within the respondent's own staff or operations).

with past precedent, the Sanctions Board declines to apply mitigation in these circumstances.[17]

c. Period of temporary suspension

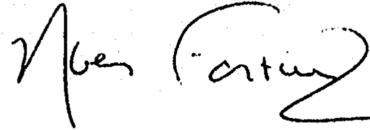
36. Pursuant to Section 9.02(h) of the Sanctions Procedures, the Sanctions Board takes into account the period of the Respondent's temporary suspension since the EO's issuance of the Notice on February 20, 2014.

C. Determination of Liability and Appropriate Sanction

37. Considering the full record and all the factors discussed above, the Sanctions Board determines that the Respondent, together with any entity that is an Affiliate directly or indirectly controlled by the Respondent, shall be, and hereby declares that it is, ineligible to (i) be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider 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 Project, provided, however, that after a minimum period of ineligibility of three (3) years beginning on the date of this decision, the Respondent may be released from ineligibility only if it has, in accordance with Section 9.03 of the Sanctions Procedures, improved its bid preparation policies and procedures. The ineligibility shall extend across the operations of the World Bank Group. This sanction is imposed on the Respondent for a fraudulent practice as defined in Paragraph 1.14(a)(ii) of the October 2006 Procurement Guidelines.

[17] See, e.g., Sanctions Board Decision No. 68 (2014) at para. 44; Sanctions Board Decision No. 73 (2014) at para. 49.

38. 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 enforce the declarations of ineligibility with respect to their own operations in accordance with the Cross-Debarment Agreement and their own policies and procedures.[18]



L. Yves Fortier (Chair)

On behalf of the
World Bank Group Sanctions Board

L. Yves Fortier
Hassane Cissé
Ellen Gracie Northfleet
Catherine O'Regan
Denis Robitaille
J. James Spinner

[18] 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 external website (http://go.worldbank.org/B699B73Q00).