



Bank Procedure

Bank Access to Information Policy Designation

Catalogue Number

Issued

Effective

Last Revised On

Content

Applicable to

Issuer

Sponsor

(iv). arising from violations of sub-paragraph 11.-5 of this Section III.A.

1.2. Interpretation

(a) *Use of Terms.* Unless the context otherwise requires, any term used in this Procedure in the singular

2.3. Respondent's Explanation in Opposition to Temporary Suspension

Within thirty (30) days after the date of delivery of the Notice of Temporary Suspension, the Respondent may explain in writing to the SDO why it believes that, notwithstanding the evidence set forth in the Notice of Temporary Suspension, such Notice should be withdrawn (the "Preliminary Explanation"). Within thirty (30) days after receipt by the SDO of the Preliminary Explanation and upon consideration of the arguments and evidence presented therein, the SDO may decide to withdraw the Notice upon concluding that there is manifest error or other clear basis for supporting a finding of insufficiency of evidence against the Respondent.

2.4. Duration

(a) *Initial Duration and Renewal.* A temporary suspension under this paragraph 2 shall have an initial duration of six (6) months. Not later than five (5) months after the commencement of the temporary suspension, INT may request an extension thereof, for a further period not exceeding six (6) months, by submitting to the SDO (i) a description of the current progress of the ongoing investigation, including any evidence that remains to be gathered, together with a good faith estimate of the time required to complete its investigation, and (ii) a representation that the investigation of the Respondent is still ongoing and is being pursued with due diligence and dispatch. The SDO shall inform the Respondent of any such extension not later than the last day of the initial period of suspension.

(b) *Extension Pending Final Outcome of Sanctions Proceedings.* Upon submission of a Statement of Accusations and Evidence to the SDO under sub-paragraph 3.1, a temporary suspension under this paragraph 2 shall be automatically extended pending the final outcome of sanctions proceedings, subject to the operation of sub-paragraph 4.2.

(c) *Expiration.* If a Statement of Accusations and Evidence is not submitted to the SDO prior to the end of the period of temporary suspension under this paragraph 2, the suspension shall automatically expire.

(d) *Early Termination.* The SDO may, at any time during the period of temporary suspension, terminate the temporary suspension if the SDO determines, based on information which comes to the attention of the SDO, that there was a manifest error in the Notice of Temporary Suspension or other clear basis for termination. To this end, at all times during the period of suspension, INT shall present to the Evaluation Officer SDO any exculpatory evidence that comes to light in the course of its investigation that bears upon the basis of the temporary suspension. The SDO shall promptly notify the Respondent, the Chair of the Sanctions Board and the Integrity Vice President of such termination and the reasons therefor.

3. Referrals to the Suspension and Debarment Officer

3.1. Referrals to the Suspension and Debarment Officer

(a) INT may seek to initiate sanctions proceedings, if:

(iii) INT's summary of the facts constituting the Sanctionable Practice and the grounds for sanctioning any designated Affiliates; and

(iv). the evidence in support of its accusations, together with any exculpatory or mitigating evidence, as required by sub-paragraph 3.2.

(c) Where INT wishes to withhold certain evidence pursuant to sub-paragraph 4.1(d), INT should submit a corresponding request together with the Statement of Accusations and Evidence. The request shall identify the evidence to be withheld and set out the grounds for its withholding. This request may not be shared with the Respondent. In its withholding request, INT shall also show that there is a reasonable basis to conclude that the Respondent would retain the ability to mount a meaningful response to the accusations against it notwithstanding the withholding of such evidence.

3.2. Disclosures of Exculpatory or Mitigating Evidence

In submitting a Statement of Accusations and Evidence to the SDO, INT shall present all relevant evidence in INT's possession that would reasonably tend to exculpate the Respondent or mitigate the Respondent's culpability. If any such evidence comes into INT's possession subsequently, such evidence shall be disclosed by written submission to the SDO or Sanctions Board, as the case may be.

4. Commencement of Proceedings

4.1. Issuance of Notice of Sanctions Proceedings

(a) *Issuance of Notice.* If the SDO determines that INT's accusations in the Statement of Accusations and Evidence are supported by sufficient evidence, the SDO shall issue a Notice of Sanctions Proceedings to the Respondent, with copies to the Sanctions Board Chair and the Integrity Vice President.

(b) The Notice shall:

(i). set out the sanction(s) recommended by the SDO in accordance with sub-paragraph 4.1(c);

(ii). if applicable, inform the Respondent of its temporary suspension and the manner in which it may provide an Explanation;

(iii). inform the Respondent of the manner in which it may contest the accusations and/or the recommended sanction^[4] in the Notice;

(iv). if applicable, inform the Respondent that certain materials have been withheld by the SDO pursuant to sub-paragraphs 2.1(d) or 4.1(d);

(v). append the Statement of Accusations and Evidence, together with copies of this Procedure and the Sanctions Board Policy, as in effect at the time of issuance of the Notice.

(c) *Recommendation of Appropriate Sanction.* The SDO shall recommend in the Notice an appropriate sanction to be imposed on each Respondent, selected from the range of possible sanctions identified in sub-paragraph 9.1 with due consideration of the factors set forth in sub-paragraph 9.2.^[5] The SDO may also recommend the imposition of sanctions on Affiliates of the Respondent in accordance with sub-paragraph 9.4.

(d) *Withholding of Certain Evidence.* The SDO may, in his or her discretion and upon request by INT, agree to the withholding of particular evidence submitted in support of the Statement of Accusations and Evidence upon a showing by INT that withholding of the particular evidence is necessary for one of the following purposes:

(i). there is a reasonable basis to conclude that revealing the particular evidence might endanger the life, health, safety, or well-being of a person (including where considerations of data privacy, pursuant to the World Bank Group Personal Data Privacy Policy, override disclosure interests);

- (ii). disclosing the particular evidence would constitute a violation of any undertaking by the World Bank Group in favor of a VDP participant; or
- (iii). the World Bank Group Staff Rules prohibit the World Bank Group from disclosing the particular evidence.

In its withholding request, INT must also show that there is a reasonable basis to conclude that the Respondent would retain the ability to mount a meaningful response to the accusations against it notwithstanding the withholding of such evidence. This request may not be shared with the Respondent. The SDO shall inform INT of his or her decision and allow INT an opportunity to withdraw or redact such evidence from the record or to request the withdrawal of the Statement of Accusations and Evidence if the SDO determines that such materials should not be withheld. In the event that the SDO grants INT's

sole discretion, may redact particular parts or pieces of evidence presented to the Respondent or the Sanctions Board, by: (i) removing references to World Bank Group staff; (ii) removing references to other third parties (together with other material that would permit such third parties to be identified), in cases where the identity of such parties is either not relevant or not germane to the case; and/or (iii) removing personal data due to considerations of data privacy pursuant to the World Bank Group personal Data Privacy Policy, where such considerations override disclosure interests. The Respondent may challenge such redaction in its Response under sub-paragraph 5.1(a), in which case the Sanctions Board shall review the unredacted version of such evidence to determine whether the redacted information is necessary to enable the Respondent to mount a meaningful response to the allegations against it. In the event that the Sanctions Board determines that the redacted information is necessary, the unredacted version of the evidence in question will be made available to the Respondent in accordance with sub-paragraph 5.4(e) below, and the Respondent shall be afforded an opportunity to comment thereon in an additional submission under sub-paragraph 5.1(c).

(e) *In Camera Review of Certain Materials.* Upon request by INT, the Sanctions Board may provide that certain pieces of evidence be made available to the Respondent solely for review at a designated Bank country office or such other place as the Sanctions Board Chair may designate for such purpose. The Respondent may request the Sanctions Board Chair, in consultation with INT, to designate another place upon a showing that review at such location would present an undue burden. Such materials shall be available for review during normal business hours, for as long as the Respondent may reasonably request, but the Respondent shall not be authorized to make copies of such materials.

6. Hearings

6.1. Applications for a Hearing

Upon request by the Respondent in its Response or by INT in its Reply, or upon decision by the Sanctions Board Chair, the Sanctions Board will hold a hearing on the accusations against the Respondent. The Secretary, after consulting with the Chair, shall provide the Respondent and the Integrity Vice President reasonable notice of the date, time and location of the hearing. If no hearing is held, the Sanctions Board shall review the case and render its decision on the basis of the existing record, in accordance with sub-paragraph 8.2(a).

6.2. Representation at Hearings

INT shall be represented in a sanctions proceeding by one or more representatives who may or may not be employees of the World Bank Group. A Respondent may be self-represented or represented by an attorney or any other individual authorized by the Respondent, at the Respondent's own expense.

6.3. Conduct of Hearings

(a) *Attendance.* The representatives of INT, the Respondent and the Respondent's representatives may be present throughout the hearing. The hearing shall remain confidential and shall not be open or available to the public. Neither the representatives of INT nor the Respondent nor the Respondent's representatives shall be present for, or participate in, the deliberations of the Sanctions Board.

(b) *Presentations by the Parties.* Presentations to the Sanctions Board shall be subject to the following rules:

(i). *Order.* INT shall present its case first. The Respondent or Respondent's representative shall present the Respondent's case second. INT shall be permitted to reply to the Respondent's case.

(ii). *Length.* The Sanctions Board Chair shall set a reasonable period of time for each presentation.

(iii). *Form.* Presentations shall be informal. They shall be limited to arguments and evidence contained in the written submissions filed with the SDO and/or the Sanctions Board, and may rely upon or refute individual items of evidence.

(iv). *Live Testimony.* No live witness testimony shall be taken, except that one or more witnesses may be called and questioned by members of the Sanctions Board only. The Respondent or its authorized representative may make a statement during the hearing. There shall be no cross-examination, although rebuttal evidence may be presented during the hearing.

(V). *Matters Relating to the Sanction*. INT and the Respondent may present evidence of mitigating or aggravating factors relating to the appropriateness of a particular sanction.[\[12\]](#)

(c) *Response to Questions*. The representative of INT and the Respondent or Respondent's representative shall be subject to questions by the members of the Sanctions Board. A party's refusal to answer, or failure to answer truthfully or credibly, may be construed against that party.

7. Evidence

7.1. Forms of Evidence

Any kind of evidence may form the basis of arguments presented in a sanctions proceeding and conclusions reached by the SDO or the Sanctions Board. The SDO and the Sanctions Board shall have discretion to determine the relevance, materiality, weight, and sufficiency of all evidence offered. Hearsay evidence or documentary evidence shall be given the weight deemed appropriate by the SDO or the Sanctions Board. Without limiting the generality of the foregoing, the SDO and the Sanctions Board shall have the discretion to infer purpose, intent and/or knowledge on the part of the Respondent, or any other party, from circumstantial evidence. Formal rules of evidence shall not apply.

7.2. Privileged Materials

Communication between an attorney, or a person acting at the direction of an attorney, and a client for the purpose of providing or receiving legal advice and writings reflecting the mental impressions, opinions, conclusions or legal theories of an attorney in connection with a legal representation shall be privileged and exempt from disclosure.

7.3. No Discovery

Except as expressly provided for in this Procedure, the Respondent shall have no right to review or obtain any information or documents in the Bank's possession.

8. Decisions by the Sanctions Board

8.1. Sanctions Board Decisions

The Sanctions Board shall determine, based on the record, whether or not it is more likely than not that the Respondent engaged in one or more Sanctionable Practices; and:

- (i). if the Sanctions Board determines that it is not more likely than not that the Respondent engaged in a Sanctionable Practice, the proceedings shall be terminated.[\[13\]](#)
- (ii). if the Sanctions Board determines that it is more likely than not that the Respondent engaged in one or more Sanctionable Practices, it shall impose an appropriate sanction or sanctions on the Respondent, which sanction(s) shall be selected from the range of possible sanctions identified in sub-paragraph 9.1. In determining the appropriate sanction(s), the Sanctions Board shall not be bound by the recommendation of the SDO.

In either case, the Sanctions Board shall issue a written decision setting forth a recitation of the relevant facts, its determination as to the culpability of the Respondent, any sanction to be imposed on the Respondent and its Affiliates and the reasons therefor.

8.2. Determinations by the Sanctions Board

(a) *Record as Sole Basis for Determinations*. The review and deliberation of the Sanctions Board shall be restricted to the record consisting of the Notice, the Explanation (if any), the Response, the Reply, all other related written submissions of arguments and evidence, and all arguments presented at any hearing before the Sanctions Board. The record shall be confidential and not be available to the public.

(b) *Standard and Burden of Proof*.

(i) *Standard of Proof.* The Sanctions Board shall determine whether the evidence presented by INT, as contested by the Respondent, supports the conclusion that it is more likely than not that the Respondent engaged in a Sanctionable Practice. "More likely than not" means that, upon consideration of all the relevant evidence, a preponderance of the evidence supports a finding that the Respondent engaged in a Sanctionable Practice.

(ii) *Burden of Proof.* INT shall have the burden of proof to present evidence sufficient to establish that it is more likely than not that the Respondent engaged in a Sanctionable Practice. Upon such a showing by INT, the burden of proof shall shift to the Respondent to demonstrate that it is more likely than not that the Respondent's conduct did not amount to a Sanctionable Practice.

8.3. Entry into Force and Final Nature of Sanctions Board Decisions

The decision of the Sanctions Board shall be final and without appeal, and shall be binding on the parties to the proceedings. The decision shall take effect immediately, without prejudice to any action taken by any government under its applicable law.

9. Sanctions

9.1. Range of Possible Sanctions

(a) *Reprimand.* The sanctioned party is reprimanded in the form of a formal "Letter of Reprimand" of the sanctioned party's conduct.

(b) *Conditional Non-Debarment.* The sanctioned party is required to comply with certain remedial, preventative or other conditions as a condition to avoid debarment from World Bank Group projects. Conditions may include (but are not limited to) verifiable actions taken to improve business governance, including the adoption or improvement and implementation of an integrity compliance program, restitution and/or disciplinary action against or reassignment of employees.

(c) *Debarment.* The sanctioned party is declared ineligible, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;^[14] (ii) to be a nominated^[15] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-Financed Project.^[16]

The ineligibility resulting from debarment shall extend across the operations of the World Bank Group. Debarment arising out of an operation of IFC, MIGA or out of a Bank Guarantee Project or Bank Carbon Finance Project shall also result in ineligibility on the same terms, and to the same extent, as set out above in respect of Bank-Financed Projects.

(d) *Debarment with Conditional Release.* The sanctioned party is subject to ineligibility as outlined in sub-paragraph 9.1(c) and is released from debarment only if the sanctioned party demonstrates compliance with certain remedial, preventative or other conditions for release, after a minimum period of debarment. Conditions may include (but are not limited to) verifiable actions taken to improve business governance, including the adoption or improvement and implementation of an integrity compliance program, restitution, and/or disciplinary action against or reassignment of employees. Debarment with conditional release shall also result in extension across the operations of the World Bank Group as outlined in sub-paragraph 9.1(c).

(e) *Restitution.* The sanctioned party is required to make restitution (financial or otherwise) to the Borrower or to any other party.

9.2. Factors Affecting the Sanction Decision

Except for cases involving violation of a Material Term of the VDP Terms & Conditions for which there is a mandatory ten (10)-year debarment, the SDO or Sanctions Board, as the case may be, shall consider the following factors in determining an appropriate sanction:

- (a). the severity of the misconduct;
- (b). the magnitude of the harm caused by the misconduct;
- (c). interference by the sanctioned party in the Bank's investigation;

(b)

release shall be set out in the Notice.

(g) *Temporary Suspension.* If the sanction set out in the Notice includes, at the time of the extension, a period of debarment or debarment with conditional release, the Successor, effective from the date of issuance of the Notice until the date of the final outcome of the procedures set forth in this sub-paragraph 9.5, shall be temporarily suspended from eligibility with the same effect as if it had been debarred under sub-paragraph 9.1(c). The provisions of sub-paragraphs 4.2(d) and 4.2(e) apply, mutatis mutandis, to any temporary suspension imposed on a Successor.

(h) *Successor's Clarification.*

The decisions of the Sanctions Board, determinations of the SDO in uncontested proceedings, and notice of the imposition of sanctions pursuant to settlement agreements shall be transmitted by the Secretary to the Sanctions Board or the SDO, as the case may be, to the Respondent, INT, the Integrity Compliance Officer, the Evaluation Officers; the Executive Directors representing the borrower concerned and the country of the Respondent; WBG Senior Management; the General Counsels of the Bank, IFC and MIGA; and the Director, GSD; the relevant Country Director(s) and Regional Vice President(s); and such other units or persons within the World Bank Group as the Sanctions Board Chair or the SDO may determine.

10.3. Sharing of Materials with Third Parties

(a) *Sharing of Materials with Other Organizations or Agencies.* The Bank may, at any time, make materials submitted by INT or the Respondent to the SDO and/or the Sanctions Board available to another multilateral development bank or other international or multinational organization, or to national development agencies or the investigative or prosecuting authorities of its member countries, if the Bank determines that doing so would be in the best interests of the Bank; provided that the recipient of such materials agrees to keep them confidential on terms and conditions acceptable to the Bank.

(b) *Sensitive Materials; Withholding of Certain Information.* In determining whether to approve the sharing of information under this paragraph 10, the Bank shall consider, among other factors, the standard for withholding sensitive materials set forth in sub-paragraph 5.4(c). The Bank shall withhold information if it determines that sharing such information would violate any undertaking by the Bank in favor of a VDP participant.

10.4. Sharing of Investigative Materials

For avoidance of doubt, nothing in this paragraph 10 shall prohibit or otherwise restrict the ability of the Bank to share information obtained by the Bank in the course of an investigation with parties identified in sub-paragraph 10.3 if such information sharing is permitted by its policies and procedures.

11. Additional Provisions

11.1. Amendments

The Bank may amend, supplement, or otherwise revise these Procedures at any time, with or without notice. Any such revision will be effective as of the date of approval thereof by the appropriate authority and will apply to proceedings for which a Notice is issued after such date.

11.2. No Rights or Privileges Conferred

These Procedures are intended to assist in facilitating the reasonable exercise of discretion by the Sanctions Board, the SDO, and Bank officials in cases subject hereto and do not in themselves confer any rights or privileges.

11.3. No Waiver of Privileges and Immunities

Nothing in these Procedures, and nothing revealed during proceedings under these Procedures, shall be considered to alter, abrogate or waive the Bank's status, immunities and privileges as set forth in the Bank's Articles of Agreement or other provisions of national or international law.

11.4. Issuance and Delivery

(a) *Issuance and Delivery of Notices and other documents.* A Notice, Reply or any other document shall be deemed issued to the Respondent on the date it is deposited in the mail or with a courier service by the SDO or Secretary to the Sanctions Board. The Bank may issue rules regulating the delivery, including constructive delivery, of Notices, Replies and other materials to the Respondent.

(b) *Submission of Explanations and Responses.* Explanations, Responses and other materials shall be deemed submitted to the SDO or Sanctions Board on the date they are actually received by the SDO or the Secretary to the Sanctions Board, as the case may be.

(c) *Means of delivery or submission.* Documents may be delivered or submitted by mail or courier, or in person. The SDO or the Secretary to the Sanctions Board may, in his or her discretion, accept submission of materials by electronic means.

(c) Upon confirmation by the SDO that the terms of the settlement agreement do not manifestly violate sub-paragraphs 9.1 or 9.2 of Part A of this Section or any guidance issued by the Bank in respect thereof, the SDO shall impose the sanction therein stipulated and promptly inform INT and the Respondent(s) thereof, whereupon the agreement shall become effective immediately or as of any other such date specified in said agreement.

(d) If the SDO finds that the terms of the settlement agreement manifestly violate sub-paragraphs 9.1 or 9.2 of Part A of this Section or any guidance issued by the Bank in respect thereof, or that, notwithstanding the certification provided under sub-paragraph 2 (a) of this Part B, any Respondent did not enter into the settlement agreement freely and fully informed of its terms, and without any form of duress, the SDO shall promptly inform INT and the Respondent(s) thereof, whereupon the agreement shall be terminated without prejudice to any party thereto.

3. Effect of Settlement Agreements

(a) If the settlement agreement provides for the definitive disposition, in whole or in part, of the case subject to sanctions proceedings, the case (or such part thereof as the agreement may specify) shall be closed as of the effective date of the agreement or any other such date specified in said agreement, on such terms, including the imposition of such sanctions on the Respondent, as may be stipulated in the agreement.

(b) If the settlement agreement provides for the deferral of proceedings for a period of time pending compliance by the Respondent with specified conditions, proceedings shall be deemed stayed for the period specified in the agreement, so long as the Respondent remains in compliance with such conditions. Unless the agreement otherwise expressly provides, upon expiration of the deferral period and compliance by the Respondent with all conditions specified therefore in the agreement, the case shall be closed. All statute of limitations and other time periods specified in these Procedures shall be tolled during the pendency of such deferral.

2. **Delivery of Notices by Mail or Courier:** Notices will be delivered by certified mail or courier service to the address designated by INT for each Respondent. A signature will be required to confirm receipt. Delivery will be deemed made on the date of such confirmation of receipt.

3. INT will normally designate the current address or place of business of a Respondent as the address for

shall decide, in his or her discretion, whether or not to accept such submission notwithstanding the non-conformity.

12. Use of Electronic Means. The SDO or the Secretary of the Sanctions Board may, in their discretion, accept submission of materials by electronic means.

13. Death or Dissolution of the Respondent. In the event that a Respondent, if a natural person, has died, or if an entity, has been dissolved, any issued Notice is deemed null and void with respect to that Respondent. INT may, however, submit a new proposed Notice against an appropriate successor or assign of a Respondent, as determined by the Bank. The death or dissolution of one Respondent will not have any effect on the case(s) against any other Respondent(s).

14. Mistaken Identity. If a Respondent can establish to the SDO's satisfaction that it is not the party described in the Notice, the SDO will close the case pursuant to sub-paragraph 4.3 of Part A of this Section. The Respondent may also raise its identity as a factual issue in its Response. If INT ascertains the mistaken identity, it will promptly notify the SDO or Sanctions Board Chair thereof and request that the Notice be withdrawn.

15. A misspelling or similar discrepancy where it is reasonably possible to identify the Respondent through context will have no effect on a case, except to allow the relevant party or parties to correct the record.

16. Other Matters. Any issue that may arise in a case concerning the delivery or submission of materials in sanctions proceedings not addressed by these rules may be decided by the SDO or the Secretary of the Sanctions Board, as the case may be, in their discretion.

[1] The Executive Directors also endorsed, on August 1, 2006, the establishment of a Voluntary Disclosure Program (VDP). For information regarding the VDP, please go to www.worldbank.org/vdp.

[2] The SDO's issuance of a Notice of Temporary Suspension shall be subject to the statute of limitations set out in Section 4.1(d), with the term "Statement of Accusations and Evidence" in said section referring to the Request for Temporary Suspension.

[3] Any Affiliate of the Respondent for which the SDO would recommend as an appropriate sanction a minimum period of debarment of no less than two years shall likewise be subject to temporary suspension.

[4] The Respondent may not contest the recommended sanction in a case involving a violation of a Material Term of the VDP Terms & Conditions.

[5] In a case involving a violation of a Material Term of the VDP Terms & Conditions, the sanction is a mandatory ten (10)-year debarment.

[6] These include cases brought under the Anti-Corruption Guidelines and cases involving accusations of obstructive practices. In such cases, the date of a Sanctionable Practice shall be deemed to be the date on which the last constituent act or element of the Sanctionable Practice occurred. For cases involving alleged violations of a Material Term of the VDP Terms & Conditions, the Suspension and Debarment

[\[11\]](#) For avoidance of doubt, materials subject to disclosure under sub-paragraph 5.4(b) do not include settlement agreements entered into under Part B of this Section or any related materials.

[\[12\]](#) Except for a case involving a violation of a Material Term of the VDP Terms & Conditions, where the sanction is a mandatory ten (10)-year debarment.

[\[13\]](#) At any time thereafter, however, subject to the time limits set forth in sub-paragraph 4.1(d), INT may submit an amended Statement of Accusations and Evidence to the SDO in accordance with sub-paragraph 3.1, if evidence not available at the time of submission of the Statement of Accusations and Evidence is subsequently received or obtained by INT.

[\[14\]](#) For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include,

(iii) any decision in respect of compliance by a sanctioned party with conditions for release from debarment or for non-debarment taken on or after the Effective Date; and

(iv) any decision taken in respect of the application of sanctions to Affiliates or successors and assigns on or after the Effective Date.

(b) For avoidance of doubt, the decisions referred to in (iii) and (iv) above include any and all such decisions in respect of sanctions that were imposed prior to the Effective Date.

Managing Director and Chief Administrative Officer

Senior Vice President and World Bank Group General Counsel

Revised on the Effective Date.

- Introduced a definition of the term “successor.”
- Set out a new decision-making framework for successorship following sanctions proceedings or settlement agreements.
- Revised to provide that the SDO reviews withholding requests as part of its review of INT’s statement of accusations and evidence and clarify that the Sanctions Board’s review will occur only if/when the case is appealed.
- Revised to (i) incorporate a “meaningful defense” test as part of the standard of review for withholding evidence, (ii) include the Staff Rules as grounds for withholding evidence, and (iii)