The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

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June 28, 2010

CONFORMED COPY FOR PUBLIC DISCLOSURE

H. E. Audley Shaw Minister of Finance and the Public Service Ministry of Finance and the Public Service 30 National Heroes Circle Kingston 4, Jamaica

Re: Jamaica – Grant for Jamaica Path Conditional Cash Transfer Program JSDF Grant No. TF096923

Excellency:

In response to the request for financial assistance made on behalf of Jamaica ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank"), acting as administrator of grant funds provided by Japan under the JSDF Emergency Window, proposes to extend to the Recipient, a grant in an amount not to exceed two million four hundred ninety-six thousand seven hundred twenty United States Dollars (U.S.\$2,496,720) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project"). This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank.

Without limitation to the provisions of Section 5.02 of the Annex to this Agreement, this Agreement shall become effective on the date in which the conditions of effectiveness to this Agreement referred to in Section 5.01 of said Annex have been met, as provided therein.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By /s/ Alan Carroll
Acting Director
Caribbean Country Management Unit
Latin America and the Caribbean Region

AGREED:

JAMAICA

By: /s/ Audley Shaw

Authorized Representative

Title: Minister of Finance and the Public Service

Date: July 9, 2010

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 1, 2008.
- (2) Disbursement Letter dated June 28, 2010, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.

Article I

Standard Conditions; Definitions

- 1.01. *Standard Conditions*. The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 1, 2008 ("Standard Conditions"), with the following modifications, constitute an integral part of this Agreement:
- (a) Paragraph (a) of Section 2.04 of the Standard Conditions is amended to read as follows:
- "(a) except as the World Bank shall otherwise agree, all Conditional Cash Transfer Payments, goods and services financed out of the proceeds of the Grant are used exclusively for the purposes of the Project".
- 1.02. *Definitions*. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.
- (a) "Associated Project" means the Jamaica Conditional Cash Transfer Program (P121563).
- (b) "Conditional Cash Transfer Payments" means PATH payments, in the form of PATH Grants, made by the Recipient to PATH Beneficiaries.
- (c) "MIS" means the Recipient's management information system for the PATH Programme.
 - (d) "MLSS" means the Recipient's Ministry of Labour and Social Security.
- (e) "PATH Programme" means the Recipient's Programme of Advancement through Health and Education established pursuant to the PATH Cabinet Decisions and operating under the PATH Operations Manual.
- (f) "PATH Beneficiaries" means the poor and disabled individuals that have voluntarily enrolled in the PATH Programme.
- (g) "PATH Cabinet Decisions" means the list of Cabinet Decisions for the PATH set forth in Attachment 1 to the Annex of this Agreement.
- (h) "PATH Grants" means the health and education conditional cash transfers under the PATH for poor and disabled individuals enrolled in PATH Programme.
- (i) "PATH Operations Manual" means the operations manual for the PATH, satisfactory to the World Bank, which is included in the Project Operations Manual and which contains, *inter alia:* (i) the organizational structure for the PATH, including the roles and responsibilities of each entity or agency involved in its implementation; (ii) the operational cycle

of the PATH, including eligibility criteria, detailed rules and procedures for the Conditional Cash Transfer Payments; (iii) the indicators to be used in the monitoring and evaluation of the PATH; and (iv) monitoring and evaluation procedures.

- (j) "Procurement Plan" means the Borrower's procurement plan for the Project, dated May 5, 2010 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
- (k) "Project Operations Manual" means the manual, including all appendices and schedules thereto, satisfactory to the World Bank and adopted by the Recipient, through the MLSS, which sets forth the policies and procedures that apply to the carrying out of the Social Protection Project, Loan 7555-JM, which include, *inter alia*: (i) the PATH Operations Manual; (ii) the roles and responsibilities of each of the agencies or entities involved in Project implementation; (iii) the staffing requirements for the Project; (iv) the estimated implementation schedule; (v) procedures for accessing, disbursing and accounting for funds under the Project; (vi) the indicators to be used in the monitoring and evaluation of the Project; (vii) procedures for Project monitoring, supervision and evaluation, including the format and content of the Project Reports; and (viii) procurement and financial management procedures.

Article II Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to improve the livelihood of about 10,000 poor and vulnerable elderly and disabled persons affected by the food, fuel and financial crisis, through cash transfers and improved outreach of the PATH Programme. The Project consists of the following parts:

Component 1: Cash Transfer to Eligible Poor Elderly and Disabled Persons

Financing of PATH Grants paid to PATH Beneficiaries.

Component 2: Improved Capacity of Government to Protect Poor Disabled and Elderly

Carrying out of a proactive community outreach through a sensitization and mobilization campaign among the parish offices to identify the elderly and disabled persons through targeting non-government organizations, community based organizations and faith based organizations within their zones.

- (a) Conduct household surveys and prepare an inventory of the Recipient's social assistance and social care services available to the poor and disabled persons and upload said data in the PATH Beneficiary MIS;
- (b) Carry out training on development and operational guidelines tests for MLSS' Social Workers and other relevant stakeholders on activities which links PATH Beneficiaries to the different Recipient's social assistance programs; and
- (c) Plan a communication campaign to disseminate the findings of the outreach experience regarding the Recipient's social assistance and care services dedicated to the poor and disabled individuals.

Component 3: Project Administration, Supervision, Monitoring and Evaluation

- (a) Prepare updates on the Grant implementation every four months;
- (b) Prepare a report on lessons learned from the outreach experience;
- (c) Organize and carry out workshops to present the outcome of the Project within the Recipient's territory;
- (d) Carry out an assessment of the effectiveness of PATH in covering the poor elderly and disabled individuals and of its benefit and contribution to reduction of poverty gap; and
- (e) Provide incremental operating costs associated with the expansion of PATH and the need to improve its monitoring and oversight.
- 2.02. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the MLSS with the assistance of its Public Assistance Division ("Project Implementing Entity") in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 ("Anti-Corruption Guidelines") with the modifications set forth in Section I of the Attachment 2 to this Agreement; (c) this Article II; (d) the revised Project Operational Manual; and (e) the Procurement Plan.

2.03. Institutional and Other Arrangements

- (a) The Recipient shall maintain, within the MLSS, throughout Project implementation, key staff for Project implementation, including without limitation a Project Coordinator, and other staff that may be necessary in adequate numbers, all with qualifications and experience satisfactory to the Bank.
- (b) Without limitation to the provisions of Article II of the Standard Conditions, the Recipient shall ensure that:
- (i) the Project is carried out in accordance with the Project Operations Manual, including the PATH Operations Manual; and
- (ii) the Project Operations Manual or any part thereof is not amended, waived, suspended or abrogated without the World Bank's prior written concurrence, and in case of any inconsistency between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.
- (c) Without limitation to the provisions of Article II of the Standard Conditions, the Recipient shall ensure that:
- (i) the World Bank is promptly informed of any developments in the legislation or regulations of the Recipient and/or the rules or procedures of the Recipient,

including information on Cabinet decisions relevant to the PATH, that may affect the performance of the Project; and

- (ii) the Recipient's agencies, which are required to provide services under the Project, are made aware of the requirements of the Anti-Corruption Guidelines and take all actions necessary to support the carrying out of the Project in compliance with such requirements.
- (d) If at any time the World Bank determines that any portion of the Grant proceeds was used for items improperly procured in violation of Section 2.07 of this Annex, was not used for Eligible Expenditures or, in the case of Conditional Cash Transfer Payments, was not supported by evidence of actual cash transfers paid to PATH eligible Beneficiaries and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Operations Manual the Recipient shall promptly refund any such portion to the World Bank as the World Bank shall specify by notice to the Recipient.
- 2.04. **Donor Visibility**. (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly Japan's support for the Project.
- (b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of Japan to visit any part of the Recipient's territory for purposes related to the Project.
- 2.05. *Project Monitoring, Reporting and Evaluation.* (a) The Recipient, through MLSS, shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in Project Manual. Each Project Report shall cover the period of four months, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
- (b) The Recipient, through MLSS, shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants in accordance with the provisions of Section 2.06 of this Agreement.
- 2.06. *Financial Management.* (a) The Recipient, through MLSS, shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
- (b) The Recipient, through MLSS, shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than one month after the end of each four-month period, covering the four-month period, in form and substance satisfactory to the World Bank.
- (c) The Recipient, through MLSS, shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each period shall be furnished to the World Bank not later than six months after the end of such period.

2.07. **Procurement**

- (a) <u>General</u>. All goods and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
- (i) Section I of the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the World Bank in May 2004 and revised in October 2006 and May 2010 ("Procurement Guidelines"), in the case of goods; and
- (ii) Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the World Bank in May 2004 and revised in October 2006 and May 2010 ("Consultant Guidelines") in the case of consultants' services; and
- (iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines ("Procurement Plan").
- (b) <u>Definitions</u>. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods

- (i) Except as otherwise provided in sub-paragraph (ii) below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.
- (ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods for those contracts specified in the Procurement Plan: (A) Limited International Bidding; (B) National Competitive Bidding; (C) Shopping; and (D) Direct Contracting.

(d) Particular Methods of Procurement of Consultants' Services

- (i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
- (ii) The following methods may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants' Qualifications; (E) Single-source Selection; and (F) Selection of Individual Consultants.

(e) <u>Review by the World Bank of Procurement Decisions</u>. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank

Article III Withdrawal of Grant Proceeds

3.01. *Eligible Expenditures*. The Recipient, through MLSS, may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<u>Category</u>	Amount of the Grant Allocated (<u>expressed in US Dollars</u>)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods	33,800	100%
(2) Consulting services	280,400	100%
(3) Operating costs	65,000	100%
(4) Training and workshops	117,520	100%
(5) Conditional Cash Transfer Payments	2,000,000	100%
TOTAL AMOUNT	2,496,720	

For the purposes of this Section the term:

- (a) "Operating costs" means reasonable operating costs required for the Project including consumable materials and supplies, communications, mass media and printing services, charges for the opening and operation of bank accounts required for the Project, and travel, lodging and *per diem*, but excluding salaries of the Recipient's civil service.
- (b) "Training and workshops" means reasonable costs incurred in connection with the provision of training and workshops conducted under the Project in the territory of the Recipient, including purchase and publication of materials, rental of facilities, and travel and subsistence of trainees but excluding salaries of the Recipient's civil service.

- 3.02. *Withdrawal Conditions*. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.
- 3.03. *Withdrawal Period.* The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is March 31, 2013.

Article IV

Additional Remedies

- 4.01. *Additional Event of Suspension*. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:
- (a) The PATH Cabinet Decisions have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the implementation of the Project.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
- (b) The Project Operations Manual referred to in Section 1.02. (k) of the Annex to this Agreement has been reviewed and approved by the Recipient, through MLSS, in a manner satisfactory to the World Bank, including a confirmation that the Project Operations Manual is consistent with the PATH Cabinet Decisions.
- (c) The Procurement Plan referred to in Section 2.07 (iii) of the Annex to this Agreement is satisfactory to the World Bank.
- 5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.03. *Termination for Failure to Become Effective*. This Agreement and all obligations of the parties under it shall terminate if:
 - (a) it has not entered into effect by September 23, 2010;
 - (b) the Associated Project has been dropped;
- (c) no implementation progress including zero disbursements for six (6) months after signature of the Agreement; or

(d) there is lack of progress as determined by the World Bank Concessional Finance and Global Partnership Vice Presidency; unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI Recipient's Representative; Addresses

- 6.01. *Recipient's Representative*. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Labour and Social Security.
- 6.02. *Recipient's Address*. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Labour and Social Security 14 National Heroes Circle P. O. Box 512 Jamaica

Telephone: (876) 967-0684 Facsimile: (876) 924-9639

6.03. *World Bank's Address*. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Cable: Telex: Facsimile:

INTBAFRAD 248423 (MCI) or 1-202-477-6391

Washington, D.C. 64145 (MCI)

Attachment 1

List of Cabinet Submissions and Decisions for the PATH

NO.	ITEM	CABINET SUB. & DECISIONS
1	Award of Contract for Enhancement of Management Information System Project# SSN-CON-QCBS- 2006/03 – Programme of Advancement through Health and Education	Cabinet Submission No. 474/MLSS-19/07 (IC-124/07) dated October 19, 2007; Cabinet Decision No. 39/07 dated October 29, 2007
2	Social Safety Net Reform: Proposed No. of Beneficiaries and Value of the Unified Benefit	Cabinet Submission No. 57/MLSS-5/01; Cabinet Decision No. 8/01 dated February 24, 2001.
3	Special Payment to PATH Beneficiaries	Cabinet Submission No. 355/MLSS/09/04 –Confirmation of Minutes No. 30/04 dated September 27, 2004; Cabinet Decision No. 31/04 dated October 4, 2004.
4	Award of Contract for Impact Evaluation of Jamaica's Social Safety Net Project (PATH)	Cabinet Submission No. 128/MLSS-05/03 dated March 14, 2003; Cabinet Decision No. 12/03 dated March 31, 2003.
5	Award of Contract for Operational Audit of Jamaica's Social Safety Net Project– PATH	Cabinet Submission No. 360/MLSS-16/03 dated September 4, 2003; Cabinet Decision No. 29/03 dated September 15, 2003.
6	Beneficiary Identification System for Secondary School Fee Assistance Programme	Cabinet Note from MLSS dated June 30, 2003; Cabinet Decision No. 25/03 dated July 14, 2003.
7	Ministry Paper: Social Safety Net Reform: Jamaica United Benefit Programme	Cabinet Submission No. 85/MLSS-9/02 dated February 18, 2002; Cabinet Decision No. 7/07 dated February 23, 2002.
8	Social Safety Net Reform Programme: Treatment of Current Welfare Beneficiaries not Selected by the New Targeting Mechanism	Cabinet Submission No. HRC-12/02 dated July 17, 2002; Cabinet Decision No. 31/02 dated September 16, 2002;
9	Report on the Status of the Social Safety Net Project	Note to Cabinet on the HRC meeting held on December 10, 2001; Cabinet Decision No. 2/02 dated January 14, 2002.
10	Status Report: PATH	Cabinet Note dated July 19, 2002; Cabinet Decision No. 27/02 dated July 22, 2002.
11	Capping or Uncapping Beneficiary Numbers: Social Safety Net	Cabinet Submission No. 270/MFP-43/01; Cabinet Decision No. 25/01 dated July 9, 2001.
12	Social Safety Net	Cabinet Submission No. MLSS/01 dated February 14, 2001; Cabinet Decision No. 15/01 dated April 17, 2001.
13	Update on Preparation Activities for the Social Safety Net World Bank Finance Project	Report on meeting of the HRC held on March 19, 2001; No. HRC-3/01; Cabinet Decision No. 13/01 dated April 2, 2001.

NO.	ITEM	CABINET SUB. & DECISIONS
14	Update on the Reform of the Social Safety Net	Cabinet Note dated January 10, 2001;
		Cabinet Decision No. 3/01 dated January
		22, 2001.
15	Strengthening of the Operations of the Social and	Cabinet Submission No. 335/MFP-53/01;
	Economic Support Programme (SESP) Consistent with	Cabinet Decision No. 32/01 dated August
	the Reform of the Social Safety Net	20, 2001.
16	Reform of the Social Safety Net	Cabinet Submission No. 341/MFP-72/00
		dated October 12, 2000; Cabinet Decisions
		No. 39/00 and 40/00 dated October 30 and
		November 6, 2000.
17	Enhancing the Social Protection System: Social Safety	Cabinet Submission No. 42/MLSS-3/08
	Net Project II	dated January 8, 2008; Cabinet Decision
		No. 3/08 dated January 28, 2008.
18	Social Safety Net Reform: Jamaica Unified Benefit	MINISTRY PAPER# 5 (TABLED IN
	Programme	PARLIAMENT - FEBRUARY 2002).

Attachment 2

Anti-Corruption Guidelines

Section I. The modifications to the Anti-Corruption Guidelines are as follows:

- 1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:
 - "...(b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."
- 2. Section 11(a) is modified to read as follows:
 - "... (a) sanction in accordance with prevailing Bank's sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bankfinanced contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."

Footnotes:

- "13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank's sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."
- "14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines."
- "15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank's website and otherwise be made known to staff and other stakeholders."