



**World Bank**  
**Department of Institutional Integrity (INT)**  
**Voluntary Disclosure Program (VDP)**



## TERMS & CONDITIONS

1. ABC, a [*type of entity*]<sup>1</sup> organized under the laws of [*name of jurisdiction*] (ABC), commits itself and its affiliates<sup>2</sup> to the following Terms & Conditions (the Terms & Conditions), as prescribed by the International Bank for Reconstruction and Development (IBRD) on behalf of the financial institutions of the World Bank Group, which include IBRD, the International Development Association (IDA), the International Finance Corporation (IFC), the Multilateral Investment Guarantee Agency (MIGA) (the World Bank):
2. ABC and the World Bank recognize that the fight against corruption requires a partnership of efforts. ABC and the World Bank agree to cooperate subject to these Terms & Conditions to ensure that the funds of the World Bank Group, and the funds entrusted to these institutions by other donors, are used exclusively for their intended purposes.

### **A. Misconduct Under VDP**

3. In these Terms & Conditions, “Misconduct” means any action or practice that is subject to sanction by the Sanctions Committee or any successor body authorized to impose or recommend sanctions for the IBRD, IDA, IFC, or MIGA (Sanctioning Body).
4. Effective upon the Date of Acceptance, as defined in paragraph 63, neither ABC nor any of its affiliates (nor any of their respective officers, managers, employees, agents, or representatives) will engage in Misconduct in any World Bank-financed or supported project or contract.
5. ABC will promptly notify the World Bank of Misconduct involving other firms or individuals of which it becomes aware after the Date of Acceptance of these Terms & Conditions in World Bank-financed or supported projects and contracts, so that the World Bank may take appropriate actions to address such Misconduct.

### **B. Disclosure of Past Misconduct**

6. ABC acknowledges that it (and/or one or more of its affiliates) has entered into, been a party to, or was involved in the procurement or selection process for contracts related to projects financed or supported by the IBRD, IDA, IFC, or MIGA that have

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<sup>1</sup> Define company clearly to indicate: (i) the legal form of ABC (*e.g.*, corporation, limited liability company, partnership, etc.); (ii) seat of the company, etc.; (iii) any registration information that may be available; and (iv) any other information needed to properly identify ABC.

<sup>2</sup> As used in these Terms & Conditions, the term “affiliate” means any entity controlled by, or under common control with, ABC (whether through membership, ownership of equity interest, or otherwise).

been signed or were in effect within 5 years prior to the Date of Acceptance of these Terms & Conditions (collectively, the Contracts).

7. Within 30 days of the Date of Acceptance of these Terms & Conditions, ABC will provide to the World Bank a list of all the Contracts (the List). ABC must include all of the Contracts in the List, but also may include additional contracts signed or in effect more than 5 years prior to the Date of Acceptance of these Terms & Conditions.
8. Within 30 days of the World Bank receiving the List in accordance with paragraph 7 above, the World Bank will review the List and inform ABC of any amendments it wishes to make to the List.
9. Within 60 days of the World Bank's approval of the List, ABC will deliver to the World Bank a categorized List which indicates for each Contract whether it involved Misconduct by ABC or any of its affiliates (or any of their respective officers, managers, employees, agents or representatives). Contracts which ABC believes to be tainted by Misconduct will be identified as tainted (Tainted Contracts), and Contracts which ABC believes not to be tainted by Misconduct will be identified as untainted (Untainted Contracts).
10. Within 90 days of receipt by the World Bank of the categorized List in accordance with paragraph 9 above, the World Bank will review the List and may, at its own expense, conduct an investigation of the classification of the Untainted Contracts. ABC and its affiliates (and their respective officers, managers, employees, agents, and representatives) will cooperate fully with such investigation and will provide the World Bank's investigators with timely and complete access to ABC's and all affiliates' premises; ABC and all affiliates' staff who possess information that may be related to Misconduct; and any and all records, books, and other materials in the possession, custody, or control of ABC or any of its affiliates which, in the opinion of the World Bank, may be related to Misconduct. Following any such investigation of the Untainted Contracts, the World Bank may reclassify any Untainted Contract as a Tainted Contract within this 90 day period.
11. Within the 90 day period referred to in paragraph 10 above, ABC will provide a draft investigation plan regarding the Tainted Contracts (the Internal Investigation Plan) for consideration by the World Bank and, during this 90 day period, ABC and the World Bank will meet and finalize the Internal Investigation Plan, which must be acceptable to the World Bank. The Internal Investigation Plan will be drafted in accordance with the Internal Investigation and Report Protocol. ABC agrees that it will conduct an internal investigation into the Tainted Contracts (the Internal Investigation) in accordance with the Internal Investigation Plan.
12. ABC will, at its sole expense and within the time period stipulated in the Internal Investigation Plan or, if no such period is so stipulated, 6 months after the finalization thereof, conduct its Internal Investigation and produce and deliver to the World Bank that Internal Investigation Report.

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13. ABC agrees that it and its affiliates will take all necessary measures to ensure that all documents, records, and other materials relevant to any ABC Misconduct are preserved, segregated, maintained in a secure area, and placed under the exclusive control of ABC's investigative team until the Termination of these Terms & Conditions in accordance with paragraph 46 below.
14. Neither ABC nor any affiliate will knowingly or recklessly withhold from the World Bank any information relevant to Misconduct in the Contracts, including the identity of the corrupt actors, aiders, or abettors; willfully destroy, delete, or alter any documents, records, or other materials relating to any Misconduct; submit false information; or falsely implicate any person or entity.
15. ABC will voluntarily, completely, and truthfully disclose to the World Bank all information relevant to Misconduct in the Contracts in the form of an internal investigation report (Internal Investigation Report). The Internal Investigation Report, together with supporting documents and materials, will be organized, produced, and otherwise in full compliance with the Internal Investigation and Report Protocol.
16. Within 12 months starting from the date of receipt of the Investigative Report, the World Bank, or an independent investigator(s) retained by the World Bank, will conduct a verification of the Report (Verification). ABC and its affiliates (and their respective officers, managers, employees, agents, and representatives) will cooperate fully with such Verification and will provide the World Bank's investigators with timely and complete access to ABC's and all affiliates' premises; ABC's and all affiliates' staff who possess information that may be related to Misconduct; and any and all records, books, and other materials in the possession, custody, or control of ABC or any affiliate which, in the opinion of the World Bank, may be related to Misconduct.
17. Verification will consist of an initial investigation of no more than 30% of the Tainted Contracts addressed in the Internal Investigation Report. Should this initial investigation not satisfy the World Bank that the Terms & Conditions, Internal Investigation Plan, and Internal Investigation and Report Protocol have been complied with, and that the results of the Internal Investigation are reliable and otherwise satisfactory, then the World Bank may continue Verification to examine additional Contracts addressed in the Internal Investigation Report as the World Bank deems appropriate.
18. Within the 12 month period referred to in paragraph 16 above, the World Bank will notify ABC in writing that it is either satisfied by the initial investigation into the 30% of the Tainted Contracts and has completed Verification, or that it requires an extension of the 12 month period in order to continue Verification.
19. ABC will bear the external costs of the World Bank (including the costs properly incurred by any retained agent or independent investigator acting on behalf of the World Bank) in relation to Verification.

**C. Corporate Compliance Program**

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20. Within 60 days following the Date of Acceptance of these Terms & Conditions, ABC agrees to submit to the World Bank ABC's and any relevant affiliates' then-current corporate compliance and ethics program(s), including any related internal controls (the Compliance Program). The World Bank may, initially and from time to time thereafter, require such changes to the Compliance Program as it may deem reasonable and appropriate, to prevent or remedy, as the case may be, any actual or possible Misconduct, including changes applicable to ABC's and its affiliates' internal controls, and ABC and its affiliates will promptly bring the Compliance Program into accord with the World Bank's requirements.
21. ABC and each of its affiliates will faithfully and diligently implement the Compliance Program, including the recommendations made by the World Bank in accordance with paragraph 20 above.

**D. Compliance Monitor**

22. Within 60 days following the World Bank's written notification to ABC that Verification is complete, ABC will enter into and thereafter maintain an agreement with a competent firm or individual (the Compliance Monitor), acceptable at all times to the World Bank, on terms and conditions acceptable to the World Bank, to monitor ABC's and its affiliates' compliance with these Terms & Conditions. ABC will not assign, amend, abrogate, or waive any of the terms of such agreement without the prior written consent of the World Bank. ABC will retain the Compliance Monitor to conduct 3 annual comprehensive reviews, and to submit a report (Monitoring Report) in each of those three years which will include the following:
  - i. A description of the type of review performed;
  - ii. The adequacy of the policies, procedures, and compliance measures that ABC and its affiliates are required to devise and implement under these Terms & Conditions;
  - iii. The status of ABC's and its affiliates' implementation of the policies, procedures, and compliance measures referenced in paragraph 20 above;
  - iv. Any findings by the Compliance Monitor of any continued Misconduct by ABC or its affiliates (and/or any of their respective officers, managers, employees, agents, or representatives); and
  - v. Reasonable recommendations where appropriate.

The Compliance Monitor will simultaneously submit the Monitoring Reports to both ABC and the World Bank on the first, second, and third anniversaries of the date when ABC received written notification from the World Bank that Verification was complete.

23. As part of its annual comprehensive review, the Compliance Monitor will make

scheduled visits to ABC and/or any relevant affiliate. Additionally, the World Bank may direct the Compliance Monitor to make unannounced visits and inspections of ABC or any affiliate, or make such unannounced visits and inspections itself, if the World Bank has a reasonable basis to believe that ABC or any affiliate (or any of their respective officers, managers, employees, agents, or representatives) has engaged in Misconduct. The Compliance Monitor will provide the World Bank with a written report, as directed by the World Bank, following any such unannounced visits and inspections. The Compliance Monitor will simultaneously submit such reports to both ABC and the World Bank.

24. ABC and its affiliates (and their respective officers, managers, employees, agents, and representatives) will cooperate fully with the Compliance Monitor and will provide the Compliance Monitor with full and complete access to all of their respective files, books, records, and materials (in hard copy or electronic form); sites; and employees as reasonably requested by the Compliance Monitor. ABC may establish a non-disclosure or confidentiality agreement with the Compliance Monitor that will obligate the Compliance Monitor not to disclose business information or intellectual property belonging to ABC or its affiliates to any person or entity other than the World Bank. Any information provided by the Compliance Monitor to the World Bank will be subject to the confidentiality obligations detailed herein.
25. ABC and its relevant affiliates will adopt and implement each recommendation contained in the Monitoring Report within a reasonable period, unless ABC has advised, within 30 days after receipt of the Monitoring Report, both the Compliance Monitor and the World Bank that it considers any such recommendation to be unnecessary or inappropriate, in which case ABC will explain why such recommendation is unnecessary or inappropriate and will provide in writing an alternative policy, procedure, or system designed to achieve such recommendation's objective or purpose, acceptable to the World Bank.
26. Should any disagreement(s) arise between ABC and the Compliance Monitor regarding the scope of the Compliance Monitor's review or any of the Compliance Monitor's recommendations, ABC will promptly attempt in good faith to reach an agreement with the Compliance Monitor. In the event that the Compliance Monitor and ABC are unable to agree after such good faith effort, ABC and the Compliance Monitor will jointly confer with the World Bank to resolve the matter(s), and the decision of the World Bank on the disagreement(s) will be binding.
27. The World Bank reserves the right to extend the term of the Compliance Monitor's review beyond 3 years if ABC or any affiliate (or any of their respective officers, managers, employees, agents, or representatives) engages in Misconduct for which sanctions are not otherwise imposed under paragraphs 42 and 43. Any additional term(s) will be for a period of one year each.
28. ABC will exclusively bear all reasonable costs, including compensation and properly incurred expenses, associated with the retention of the Compliance Monitor pursuant to these Terms & Conditions.

29. To ensure the independence of the Compliance Monitor, ABC agrees that:

- i. It will not terminate the Compliance Monitor without the prior written consent of the World Bank; will terminate the Compliance Monitor promptly upon written request by the World Bank; and any successor Compliance Monitor will be chosen within 60 days after such termination in accordance with paragraph 22 hereof;
- ii. It will compensate the Compliance Monitor, and persons engaged to assist the Compliance Monitor, for services rendered pursuant to these Terms & Conditions at the Compliance Monitor's reasonable and customary rates;
- iii. Neither ABC nor any of its affiliates will be in or have an attorney-client relationship with the Compliance Monitor or seek to invoke the attorney-client privilege or any other doctrine or privilege to prevent the Compliance Monitor from transmitting any information, reports, or documents to the World Bank;
- iv. Neither ABC nor any of its affiliates will engage the Compliance Monitor (or any family member, partner, or professional associates of such Compliance Monitor) in any employment, consultancy, auditing, or other professional relationship with ABC or any of its affiliates or on behalf of their respective present or former directors, officers, employees, or agents acting in their capacity, for a period of 2 years after completion of the Compliance Monitor's engagement. ABC further agrees that it will not hire any Compliance Monitor with whom ABC had a prior relationship, including, but not limited to, designing the compliance program.

**E. No Sanction**

30. The World Bank agrees that disclosed Misconduct occurring prior to the Date of Acceptance of these Terms & Conditions in relation to any projects financed or supported by the World Bank, including in relation to the Contracts, will not be subject to sanction by the Sanctioning Body.
31. Notwithstanding the above, the World Bank reserves its right to pursue any direct contractual remedies that it may possess against ABC and/or any of its affiliates.

**F. Disclosure by the World Bank of Information Provided by ABC**

32. ABC recognizes that the World Bank's efforts to combat Misconduct will be materially impeded unless the World Bank is able to use information provided by ABC under these Terms & Conditions.
33. The World Bank recognizes that, if the information provided by ABC hereunder is not used by the World Bank in accordance with this Section, the safety and welfare of

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ABC and its affiliates (and their respective present and former officers, employees, representatives, agents, independent contractors, and/or their respective families) may be compromised.

34. Subject to the World Bank using its best efforts to eliminate the risk of identification of ABC, its affiliates, or any of their current or former officers, employees, representatives, agents, and/or independent contractors as a source of information to the World Bank, ABC agrees that the World Bank may make use of information furnished by ABC as it deems necessary or appropriate for the purposes of preventing and combating fraud and corruption.
35. The World Bank agrees that before it discloses the information referred to in paragraph 34 above to any World Bank member country, it will give ABC at least 14 days prior written notice of its intention to do so, identifying the country to whom the information is to be given and the nature of the information to be given. If it is not practicable for the World Bank to give ABC any advance notice, the World Bank will give the required notice to ABC immediately upon disclosing the information to the World Bank member country.
36. The final decision regarding the manner, content, and timing of any disclosures of information provided by ABC and/or its affiliates will rest in the World Bank's discretion.

**G. Confidentiality**

37. Except (i) as required by applicable law and after notice to the other party, (ii) by joint agreement of ABC and the World Bank, (iii) in the case when the World Bank invokes paragraph 42, (iv) as required by IFC and MIGA's obligations to third parties, or (v) as required by IBRD and IDA in connection with their partial risk or credit guarantee operations, ABC and the World Bank agree not to disclose ABC's and/or its affiliates' acceptance of and performance pursuant to these Terms & Conditions outside the World Bank Group's Department of Institutional Integrity or ABC (or its affiliates), except to the World Bank's or ABC's (or its affiliates') attorneys or to the President of the World Bank.
38. Nothing in these Terms & Conditions, either express or implied, prohibits the World Bank or ABC (or any of its affiliates) from publicly responding to inquiries should information regarding these Terms & Conditions become publicly known. Any such responses must be consistent with Part F of these Terms & Conditions, and ABC and the World Bank agree that they will not in such circumstances publicly disclose the information provided by ABC and/or its affiliates to the World Bank pursuant to ABC's obligations under these Terms & Conditions.
39. The World Bank will require any agent or independent investigator that performs any work in relation to ABC's obligations under these Terms & Conditions to enter into a full confidentiality agreement with the World Bank that will restrict the agent or independent investigator from disclosing to any person or entity any information regarding the nature of the engagement, as well as any information obtained during

the course of their engagement with the World Bank and the identity of ABC and/or its affiliates or any of their employees, agents, or representatives.

## **H. Witnesses**

40. ABC understands that the World Bank cannot provide witness protection for ABC's or any affiliates' employees or former employees or their respective families or other representatives and makes no commitment to do so.
41. The World Bank will use best efforts to maintain the confidentiality of the identity of any witness.

## **I. Failure to Comply**

42. If the World Bank determines that ABC's or any affiliates' actions or omissions amount to a violation of any or all of paragraphs 4, 12, 14, 15, 19, 21, or 57, or a knowing or reckless violation of any or all of paragraphs 22 or 24, of these Terms & Conditions (Material Terms), ABC and its affiliates will be subject to a mandatory debarment of 10 years and the World Bank may publish notice of debarment in accordance with its usual practice.
43. For the purposes of invoking paragraph 42, above, ABC and any affiliate will be deemed by the Bank to have violated paragraph 4 if:
  - i. Misconduct has been engaged in by an officer or manager of ABC or such affiliate, or any person in a position to commit ABC or such affiliate financially or otherwise;
  - ii. Misconduct has been engaged in by an employee, agent, or representative of ABC or such affiliate, if the Misconduct was known, or should have been known under the internal rules of ABC or such affiliate, applicable law, or the standards set out in the Compliance Program, to an officer or manager of ABC or any of its affiliates; or
  - iii. Misconduct (other than Misconduct under (i) and (ii) above) has been engaged in by an employee, agent, or representative of ABC or any affiliate, an officer or manager of ABC or any affiliate has learned of the Misconduct, and (a) ABC has failed to notify the World Bank of the Misconduct, and/or (b) ABC has failed to demonstrate that it (or the relevant affiliate) has taken all appropriate measures to address the Misconduct (including taking appropriate disciplinary and/or remedial measures with respect to the relevant employee, agent, or representative) under the internal rules of ABC or such affiliate, applicable law, or the standards set out in the Compliance Program.

ABC will not be deemed to have violated paragraph 4 if Misconduct occurred because any employee, agent, or representative deliberately violated ABC's or its relevant affiliates' policies for his/her own benefit and took actions to conceal or delay the discovery of his/her actions by ABC's and/or its relevant affiliates' management, *provided* that ABC notifies the World Bank of the Misconduct and takes all appropriate measures to address the Misconduct, including taking appropriate disciplinary and/or remedial measures with respect to the relevant



employee, agent, or representative, if it or any of its affiliates learn of or have reason to suspect such a situation.

44. If the World Bank decides to invoke paragraph 42 above, the World Bank will notify ABC of this determination and the grounds supporting it, and ABC will have 30 days from receipt of such notice to respond to the World Bank. Such response may include (i) an explanation of the reasons these actions or omissions of ABC or any affiliate do not constitute a violation of these Terms & Conditions, and/or (ii) the measures that ABC or any affiliate intends to take to remedy the situation and the period—not more than 45 days—within which it will implement such measures. The World Bank will take into account any such response by ABC before deciding whether to invoke the provisions of paragraph 42 above.
45. Should the World Bank decide to invoke paragraph 42 above, notwithstanding ABC's response pursuant to paragraph 44 above, the World Bank will submit the matter to the World Bank's Sanctioning Body in accordance with the policies and procedures governing the World Bank sanctions process in effect at that time. The Sanctioning Body will make the final and binding determination whether ABC's or any affiliates' actions or omissions amount to a violation of the Material Terms. Should the Sanctioning Body determine that ABC or any affiliate has violated the Material Terms, the Sanctioning Body will impose a mandatory 10-year debarment sanction.

**J. Termination of Terms & Conditions**

46. Except as otherwise expressly provided, these Terms & Conditions will terminate on the second anniversary of the submission of the last Monitoring Report as provided in paragraphs 22 and 27 herein, *provided* that ABC and/or its affiliates have not engaged in Misconduct during the 2 year period following the submission of the last Monitoring Report.
47. All rights and obligations of ABC and the World Bank regarding confidentiality detailed above will survive the termination of these Terms & Conditions.
48. Despite the termination of these Terms & Conditions, the World Bank will retain the right to seek the 10-year debarment sanction provided in paragraph 42 for any Misconduct committed by ABC or any affiliate (or any of their respective officers, managers, employees, agents, or representatives) prior to the termination of the Terms & Conditions but discovered or reported after termination.

**K. Miscellaneous**

49. ABC specifically understands and agrees that it is obligated to ensure that each of its affiliates fully complies with (or cooperates with ABC in complying with) each and every obligation imposed herein on ABC or such affiliate, as if such affiliate were a direct party to these Terms & Conditions, and agrees that it will take all necessary action to ensure such compliance by its affiliates. The obligations of ABC under these Terms & Conditions will be legally binding on its administrators, successors, and assigns. These Terms & Conditions are entered into by ABC for itself and on behalf of

all of its affiliates. The powers and rights exercised by, and the duties performed by and obligations of, ABC under these Terms & Conditions are deemed exercised and performed and undertaken by ABC on behalf of all such affiliates.

50. ABC will be responsible for the payment of any and all expenses (including attorneys' fees) that it may incur in connection with these Terms and Conditions.
51. The World Bank, at its discretion or upon receipt of a timely written request and showing of good cause from ABC or the Compliance Monitor, may extend any of the dates and/or deadlines set forth above. The World Bank will inform ABC and the Compliance Monitor of any such extension in writing.
52. It is agreed and understood that ABC and the World Bank will exercise their rights, and perform their obligations under these Terms & Conditions, in good faith, and agree that where each party is required or allowed to take any action under these Terms & Conditions, the party taking such action will at all times act reasonably and with due regard for the interests and obligations of the other party.
53. These Terms & Conditions constitute the entire and only Terms & Conditions between ABC and the World Bank with respect to the subject matter hereof and supersede all prior and contemporaneous Terms & Conditions, agreements, commitments, or understandings, whether written or verbal, that ABC and the World Bank may have had with respect to the subject matter hereof. No provision of these Terms & Conditions can be modified except by an instrument signed by ABC and the World Bank.
54. If any provision of these Terms & Conditions or the application of any such provision to any person or circumstance will be held invalid, illegal, or unenforceable in any respect by a competent authority, such invalidity, illegality, or unenforceability will not affect any other provision hereof and such provision will be deemed modified to the minimum extent necessary. In its modified form, such provision will then be enforceable and enforced.
55. Any reference in these Terms & Conditions to the number of days in which a party may take any action or give any notice will mean calendar days.
56. The headings in these Terms & Conditions are for convenience only and do not constitute matters to be construed in interpreting these Terms & Conditions.
57. If ABC and/or its affiliates disclose information relating to Misconduct by ABC and/or any of its affiliates that poses an imminent and substantial threat to human health or safety, ABC (or the relevant affiliate) agrees to promptly take such measures as are necessary and appropriate to mitigate or remove such threat.
58. Nothing herein will constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the World Bank, which are specifically reserved.
59. Nothing herein obligates ABC (or any of its affiliates) or the World Bank to take any actions, or fail to take any actions, in violation of applicable laws.

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60. Except as otherwise expressly provided, nothing in these Terms & Conditions is intended to modify, change, obviate, or expand any right or benefit inuring to the World Bank, including (without limitation) its ability to exercise any applicable remedies, in any other Terms & Conditions and any other agreements, commitments, or understandings, to which it may be a party or beneficiary, whether with ABC, any of its affiliates, or any other party. Nothing in these Terms & Conditions shall relieve ABC and/or its affiliates from their obligations under any existing contract, agreement, commitment or understandings with the World Bank, any member country of the World Bank, or any other party in relation to any project financed or supported, in whole or in part, by the World Bank.

61. Any notice or other communication in connection with these Terms & Conditions (each a Notice) will be in writing in the English language and delivered by hand, pre-paid airmail post or courier, or by electronic mail, and will be sent to the address set out below, or such other address or electronic mail address as the Party in question may provide by notice to the other Party:

World Bank, 1818 H Street, NW, Washington DC 20433, USA;  
Attention: Director, Department of Institutional Integrity;

Electronic mail: \*\*\*\*\*@worldbank.org

[ABC], [Address];  
Electronic mail: [ ], attention [Title].

Notice will be effective on receipt and will be deemed received by airmail 5 days from the date sent, hand/courier at the time of delivery, and electronic mail at the time of transmission in legible form.

62. These Terms & Conditions may be entered into in any number of counterparts, all of which taken together will constitute one and the same instrument. The World Bank and ABC may each enter into these Terms & Conditions by signing any such counterparts.

63. These Terms & Conditions become effective the date ABC's duly authorized representative signs the letter to which these Terms & Conditions are annexed (the Date of Acceptance).

