



World Bank
Department of Institut

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 I

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

16 August, 2006

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 including any related c11 Tf1 P7.04 1.),ith eCom ents. s es' (irem)8(ents.)]TE.00041 Tw.04 1.15 TD[(agrees t

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

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,

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.

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.

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.

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;