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# **WFP Framework for Vendor Sanctions**

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## **1. Introduction**

### **1.1 Objectives**

Fraud and corruption in any form are against the core values of the United Nations World Food Programme (“WFP” or the “Organization”) and pose a grave threat to the effective implementation of its programs and operations. Fraud and corruption not only divert resources from their ultimate purposes, but also undermine public trust and confidence in the Organization.

In accordance with the policy of UN agencies participating in the High-Level Committee on Management, WFP has adopted an “Anti-Fraud and Anti-Corruption Policy” (the “Policy”) in respect of fraud in all its manifestations, not only by its own personnel but also by any third party entity financed by the Organization or involved in the execution of WFP activities. Such third party entities include suppliers, contractors, cooperating partners and/or any other third party bidding for or contracted by the Organization.

In furtherance of this zero tolerance Policy, WFP has established the “WFP Framework for Vendor Sanctions” (the “Framework”) which is specifically applicable to alleged instances of fraud, corruption or other proscribed activities (as defined herein under “Sanctionable Actions”) committed by these third party entities.

The Framework aims to ensure that WFP’s Policy is applied consistently and with due process to the affected third party entities. In particular, it establishes and communicates the steps that will be taken by WFP when handling allegations of Sanctionable Actions, including:

- the possibility of temporary suspension from WFP procurement tenders or award of new contracts;
- the determination of sanctions to be imposed when allegations are supported by the results of investigations; and
- the reaching of settlements and the rehabilitation of the business or cooperation relationship with WFP.

The Framework is without prejudice to the existing WFP procurement rules and regulations governing the management, selection, invitation and short-listing of third party entities. It will also not impact on their exclusion from any bidding process for reasons other than a Sanctionable Action.

### **1.2 Definitions**

For purposes of this Framework, the following terms shall have the meanings set forth in this section:

- “Cooperating Partner” means a non-profit non-governmental entity which receives payment from WFP other than pursuant to WFP procurement process, for the purpose of cooperating with WFP;
- “Delegated Authority” means the WFP staff member with the delegated authority for contracting on behalf of WFP under the provisions of the applicable WFP rules and regulations.

- “Ineligible Party” means any Vendor or Cooperating Partner, which, whether by WFP or any other Participating UN Agencies, has been temporarily or permanently debarred to participate in current or prospective procurement actions or contracts due to its involvement in a Sanctionable Action, and included in the UN Ineligibility List.
- “Participating UN Agency” means the United Nations, any of its subsidiary entities, Funds, Programmes or Specialized Agencies, which are implementing a vendor ineligibility/sanctions system utilizing the UN Ineligibility List.
- “Sanctions” means an administrative decision, including any rehabilitative requirements, intended to protect the interests and resources of WFP, where there is sufficient evidence that a Vendor or Cooperating Partner has committed a Sanctionable Action.
- “Sanctionable Action” means either:
  - (i) a fraudulent practice, defined as any act or omission, including any misrepresentation, that knowingly misleads, or attempts to mislead, a party to obtain any financial or other benefit or to avoid any obligation.
  - (ii) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, or attempt thereof, of anything of value to influence improperly the actions of another party.
  - (iii) a collusive practice, defined as an arrangement among two or more parties designed to achieve an improper purpose, including but not limited to, influencing improperly the actions of another party.
  - (iv) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - (v) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of WFP’s contractual rights of access to information.
  - (vi) any unethical practice contrary to any contractual provisions or other WFP published requirements concerning ethical standards applicable to doing business with the Organization.
- “Sanctions Proceedings” means procedural steps taken according to this Framework for Vendor Sanctions, where there is sufficient evidence that a Vendor or Cooperating Partner has committed a Sanctionable Action.
- “Sanctioned Party” means any Vendor or Cooperating Partner on which Sanctions have been imposed and are in effect.
- “UN Ineligibility List” means the central list administered by the UN Ineligibility List Administrator, hosted and maintained confidentially by UNGM and available to Participating UN Agencies, which specifies the name, location, grounds for ineligibility as well as effective

and terminal date for each Ineligible Party. The UN Ineligibility List is separate and distinct from other UN System approved lists, including but not limited to the 1267/1989 Lists.

- “UN Ineligibility List Administrator” means the person responsible for maintaining and updating the UN Ineligibility List hosted by the United Nations Global Marketplace (“UNGM”).
- “Vendor” means any natural person or legal entity which is a prospective, registered or actual supplier or contractor, which may supply goods, works or services to WFP under the provisions of the applicable rules and regulations. Vendors include but are not limited to private or public companies, whether parent, subsidiary, affiliate, consortium members or partnership, government agencies or non-profit organizations. Employees, officers, advisers or representatives of the Vendor will be considered agents for which the Vendor is responsible under this Framework. The definition of Vendor shall not extend to WFP staff or WFP non-staff personnel.

### **1.3 The WFP Sanctions Committee**

#### **1.3.1 Mandate**

The WFP Sanctions Committee (the “Committee”) shall determine, after considering all relevant evidence, whether a Vendor or Cooperating Partner should be sanctioned and recommend the imposition of any sanction(s) or other corrective and rehabilitative measure(s) to the:

- Deputy Executive Director (“DED”) for sanctions involving Vendors; or
- Assistant Executive Director, Programme and Policy Development Department (“AED, PD”) for sanctions involving Cooperating Partners<sup>1</sup>.

The Committee oversees the Sanctions Proceedings while ensuring due process for Vendors or Cooperating Partners (referred to in this document as “Parties Under Review”).

#### **1.3.2 Composition**

The Committee shall consist of a roster (the “Roster”) of WFP staff members (the “Members”), appointed by the Deputy Executive Director (DED) and all serving in their personal capacity. The DED shall select from the Roster a Chairperson and Vice-Chairperson. For each Committee meeting, a quorum will consist of the Chairperson or Vice-Chairperson and a panel of three (3) Members. The three Members shall be chosen from the Roster for each Sanctions Proceedings in a manner that promotes impartiality and according to availability.

The Chairperson, the Vice-Chairperson and any Member shall serve until his/her resignation, transfer to another duty station or removal by the DED.

The DED shall appoint a secretary to the Committee (the “Secretary”) who shall act as a confidential, impartial, non-voting adviser to the Committee, reporting directly to the DED and AED, PD. The Secretary shall:

- Be responsible for maintaining the Roster, select the panels of Members for each Sanction Proceedings, evaluate requests for recusal, and make initial determinations on conflicts of interest;
- Keep a confidential record of all meetings of the Committee and any Sanctions Proceedings;
- Receive and forward all written submissions and evidence, records of any related Sanctions Proceedings, and/or any other materials or correspondence received or issued by

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<sup>1</sup> Reference in this Framework to the DED is with respect to sanction proceedings involving Vendors. Reference to the AED, PD, is with respect to sanction proceedings involving Cooperating Partners

the Committee or between the Committee and any Party Under Review relating to Sanctions Proceedings;

- Schedule Committee meetings relating to Sanctions Proceedings;
- Assist the Committee during its deliberations and perform any tasks necessary for its functioning; and
- Draft and circulate for approval the minutes of each Committee's meetings.

When relevant, the Chairperson may request the presence of the General Counsel & Director of the Legal Office or a Legal Officer, the Inspector General or an Investigations Officer of the Office of Inspections and Investigations (OIGI), the Director of the Ethics Office, the WFP Director from the division or the country in which the activities took place and/or any other WFP staff member with relevant knowledge or expertise to participate in a meeting of the Committee as a non-voting advisor.

### **1.3.3 Meetings**

Meetings of the Committee will be convened at the request of the Chairperson, a Member or OIGI. The Committee will meet in closed sessions, unless it decides otherwise. In all meetings of the Committee, the attendance of all members constituting the quorum is required. Members may attend meetings by means of telephone, video conference or other communications media. The Committee will reach its decisions by majority. The three Members participating in a meeting of the Committee shall be voting Members. In case of a tie, the Chairperson shall have the qualifying vote. In absence of the Chairperson, the Vice Chairperson shall have the qualifying vote.

The Committee shall report on its activities to the DED and the AED,PD, at least once every six (6) months.

The meetings of the Committee and any documents produced by the Committee shall be confidential.

### **1.3.4 Recusal**

Members and the Secretary shall be recused from involvement in any matter before the Committee in which they had prior substantive involvement and which would impair the objectivity of the Member. For this purpose involvement in the selection and management process relating to the Party Under Review is not, per se, considered sufficient to require recusal. In such cases, the Chairperson shall select an alternative Member or Secretary from the Roster.

## **1.4 Office of the Inspector General**

As provided in the Charter of the Office of Inspector General, all allegations of Sanctionable Action(s) by Vendors or Cooperating Partners shall be referred to the Office of Inspections and Investigations ("OIGI"). OIGI will conduct a preliminary review, after which OIGI may, in the exercise of professional discretion and in the interest of the most effective usage of WFP resources, decide whether to commence an investigation and the manner in which such investigation is to be conducted. OIGI has exclusive responsibility for conducting such an investigation. Once the investigation is complete and the allegations of Sanctionable Action(s) are substantiated, OIGI shall present its findings to the Committee in an investigation report (the "Investigation Report").

## **2. Temporary Suspension**

### **2.1 Purpose and Effects**

Temporary Suspension is a means to protect the best interests of WFP when reasonable inferences may be drawn from evidence provided to or gathered by OIGI prior to the issuance of an Investigation Report. When a Party Under Review is placed under Temporary Suspension,

it may not partake in any WFP procurement tenders, or be awarded new contracts. A Temporary Suspension may also suspend, in whole or in part the effects of ongoing contractual relationships, including, but not limited to, payment. However, the enforceability of such a measure will always be subject to the terms and conditions applicable to the contract and legal advice should be sought prior to any action.

## **2.2 Request for Temporary Suspension**

OIGI may request that the Committee consider a Temporary Suspension at any stage of the investigation or the Sanctions Proceedings.

If OIGI is presenting a request for a Temporary Suspension before an Investigation Report is concluded, its request shall include any preliminary findings, as well as any evidence that support its inferences pertaining to the Party Under Review's involvement. It shall also indicate whether or not an Investigation Report can be reasonably expected within six (6) months.

The Committee shall promptly examine the request and recommend to the DED or AED, PD whether a Temporary Suspension should be granted or not. The DED or AED, PD shall issue, as soon as practicable upon receipt of the Committee's recommendation, a final decision concurring or denying the Committee's recommendation.

Any ongoing business activity with a Party Under Review should not be impeded until notification of such Temporary Suspension is given.

## **2.3 Notification of Temporary Suspension and Right to Contest**

The Party Under Review shall be notified of the Temporary Suspension by the Secretary. The Party Under Review shall be informed of the nature of the allegations as well as the date the Temporary Suspension becomes effective. The Party Under Review shall have a period of fifteen (15) days to contest in writing the Committee's decision to impose a Temporary Suspension. The Committee shall take any submissions from the Party Under Review into consideration and shall promptly notify the Party Under Review if it reaffirms or alters its original determination.

The Secretary shall notify OIGI and any relevant WFP offices.

## **2.4 Duration of Temporary Suspension**

Temporary Suspension imposed at the investigation stage shall have a maximum duration of six (6) months.

OIGI may request a single extension to the Committee for up to an additional six (6) months, in order to complete its investigation. This request shall include a summary of the current progress of the ongoing investigation, the reasons for requesting such extension, and a good faith estimate on time required to complete the investigation. The Committee shall decide in its sole discretion whether such an extension should be granted. The Secretary shall inform the Party Under Review of any extension of the period of Temporary Suspension within five (5) days of the decision of the Committee to grant such an extension.

Any period of Temporary Suspension shall enter into effect immediately upon written communication to the Party Under Review of the Temporary Suspension, without prejudice to the initial period of contesting set forth under Section 2.3.

## **3. Sanctions Proceedings**

### **3.1 Request to Initiate Sanctions Proceedings**



If upon completing the investigation, OIGI determines that there is sufficient evidence to confirm the allegations that a Party Under Review has engaged in a Sanctionable Action, it shall request the Committee to initiate Sanctions Proceedings (the "Request"). Such Request shall be accompanied by the Investigation Report, which shall include the following:

- (i) the specific allegations of Sanctionable Action(s);
- (ii) the designation of each Party Under Review alleged to have engaged in a Sanctionable Action and proposed to be sanctioned;
- (iii) a summary of the facts constituting the Sanctionable Action and the grounds for sanctioning any designated Party Under Review; and
- (iv) all evidence in support of the summary of facts, together with any exculpatory or mitigating evidence.

### **3.2 Issuance of the Notice of Sanctions Proceedings**

The Committee will review the Request and the Investigation Report and will decide whether on the basis of OIGI's findings, there is sufficient evidence that the Party Under Review has engaged in a Sanctionable Action. The Committee will make a determination within fifteen (15) days from the submission of the Investigation Report and inform OIGI accordingly.

If the Committee decides that Sanctions may be warranted, the Secretary of the Committee will issue a Notice of Sanctions Proceedings (the "Notice") to the relevant Party Under Review. In cases where the Party Under Review has been temporarily suspended, the Temporary Suspension shall be automatically extended from the date of issuance of the Notice until the date of the final outcome of the Sanctions Proceedings.

The Notice shall:

- (i) state the specific allegation(s);
- (ii) state the sanction(s) that may be imposed by WFP;
- (iii) inform the Party Under Review of the manner in which it may contest the allegation(s) and/or the Sanction(s) that may be imposed; and
- (iv) append the Investigation Report (redacted as appropriate – see below), together with a copy of this Framework, in effect at the time of issuance of the Notice.

All evidence presented to the Committee by OIGI, shall ordinarily be provided by the Committee to the Party Under Review unless it is withheld or redacted in conformity with Section 3.3.

If the Committee does not endorse OIGI's findings and conclusions, the Secretary shall not issue the Notice and shall notify OIGI of the basis for the denial and the matter shall be considered closed. If a Temporary Suspension has been previously issued, the Secretary shall immediately inform the Party Under Review of the outcome of the Committee's determination and the Temporary Suspension shall be immediately terminated.

### **3.3 Redaction of the Investigation Report**

Before providing it to the Party Under Review, the Secretary, in consultation with OIGI, may redact evidence included in the Investigation Report by removing references to WFP staff or non-staff personnel, or other information deemed sensitive, privileged or confidential.

Upon the request of OIGI, the Committee may agree to withhold particular evidence included in an Investigation Report, when there is a reasonable basis to believe that revealing the particular evidence might expose an individual to the risk of retaliation or other detrimental consequences. In the event that the Committee denies OIGI's request, OIGI shall have the option to withdraw such evidence from the Investigation Report, and the Secretary shall note that the Committee should no longer consider this particular evidence when rendering its final determination and recommendation.

### **3.4 Written Statements to the Committee**

Once the Committee issues a Notice to the Party Under Review, both the Party Under Review and OIGI will be given an opportunity to present written statements to the Committee setting

forth further information and evidence in the form of a Response and Reply as described below.

#### **3.4.1 Party Under Review's Response**

Within thirty (30) days after delivery of the Notice, the Party Under Review may provide a written response (the "Response") to the allegations and/or the Sanctionable Action(s) stated in the Notice. The Committee shall not be obliged to consider any Response presented by the Party Under Review after the expiry of the thirty (30) day period.

In its Response, the Party Under Review may admit to none, all or part of any allegation set forth in the Notice. The Party Under Review may also present evidence or arguments of mitigating circumstances or other facts relevant to the Committee's recommendation concerning an appropriate sanction, including any corrective measures already taken. The Response shall contain a certification, signed by an authorized officer of the Party Under Review, that the information contained therein is truthful to the best of the signer's knowledge.

#### **3.4.2 OIGI's Reply**

Within twenty (20) days after receipt of the Response of the Party Under Review, OIGI may submit to the Committee additional written materials presenting arguments and evidence in reply to the arguments and evidence set forth by the Party Under Review (the "Reply"). The arguments and evidence included in the Reply must be limited to rebuttal information. A copy of OIGI's Reply shall be submitted to the Party Under Review.

#### **3.4.3 Sur-Reply**

At the discretion of the Committee, the Party Under Review may be given the opportunity to provide a written response to information contained in OIGI's Reply (the "Sur-Reply"). In such cases, the Party Under Review shall have fifteen (15) days after receipt of the OIGI's Reply to submit the Sur-Reply. The Sur-Reply shall also contain a certification, signed by an authorized officer of the Party Under Review, that the information contained therein is truthful to the best of the signer's knowledge.

#### **3.4.4 Requests for Clarification**

The Committee may, at any time during Sanctions Proceedings, request clarification or further information from the Party Under Review or OIGI. Refusal or delay to answer, or failure to answer truthfully, may be taken into consideration in the Committee's final determination or recommendation.

#### **3.4.5 Additional Materials**

In the event that additional material evidence becomes available to the Party Under Review or OIGI after the applicable deadlines have passed, but prior to the Committee's final determination

or recommendation, the Committee may authorize such additional evidence to be admitted, provided it is promptly submitted to the Secretary along with a brief written submission stating its importance and the circumstances under which evidence became available.

#### **4. Settlement**

At any time before a final determination or recommendation has been reached by the Committee, the Party Under Review may submit in writing an offer of settlement to the Secretary, who shall submit it within five (5) days to the Committee for its consideration. The offer of settlement must include an admission of involvement in the Sanctionable Action(s) and may include an action plan for mitigating and eradicating the actions or omissions that

resulted in the allegations included in the Notice. The Committee has full discretion to approve or reject the settlement.

The settlement agreement may require the Party Under Review to submit periodic reports on the status and implementation of any corrective actions.

#### **5. Imposition of Sanctions**

##### **5.1 Committee's Final Determination and Recommendation**

###### **5.1.1 Findings**

If the Committee decides not to recommend Sanctions, it shall within ten (10) days of the meeting notify the Party Under Review and OIGI of its final determination in writing, and the matter shall be closed.

If the Committee decides to recommend sanctions, it shall recommend to the DED or the AED, PD appropriate sanction(s) from the range of possible sanctions listed below, as well as any remedial action.

###### **5.1.2 Range of Possible Sanctions**

- a) Reprimand: The Committee may recommend that the Party Under Review be reprimanded in the form of a formal letter of censure of its behavior. A reprimand may be recommended in addition to other sanctions;
- b) Conditional Non-Debarment: The Committee may recommend that the Party Under Review comply with certain remedial, preventative or other conditions as a condition to avoid debarment. Conditions may include, but are not limited to, verifiable actions taken to improve business governance, including the introduction, improvement and/or implementation of corporate compliance, ethics programs, in-house trainings and/or any other educational efforts to raise awareness; restitution or disciplinary action against, or reassignment of, employees;
- c) Debarment with Conditional Release: The Committee may recommend that a Party Under Review be declared ineligible for WFP contracts and included in the UN Ineligibility List until the Party Under Review demonstrates compliance with certain remedial, preventative or other conditions for release, after a stated minimum period of debarment. Conditions may include, but are not limited to, verifiable actions taken to improve business governance, including the introduction, improvement and/or implementation of corporate compliance, ethics programs, in-house trainings and/or any other educational efforts to raise

awareness; restitution or disciplinary action against, or reassignment of, employees;

- d) Debarment: The Committee may recommend that a Party Under Review be declared ineligible, either indefinitely or for a stated period of time, to be awarded a WFP contract, and to be included in the UN Ineligibility List;
- e) Restitution or Remedy: The Committee may recommend that the Party Under Review be required to make restitution to WFP or to any other party or take actions to remedy the harm done by its Sanctionable Action(s) as a condition of continuing or doing future business with WFP;
- f) Other Sanctions: The Committee may recommend imposing other Sanctions that it deems appropriate under the circumstances.

### **5.1.3 Factors Affecting the Sanction Determination or Recommendation**

In recommending appropriate sanction(s), the Committee may consider the following factors:

- (i) the severity of the Party Under Review's actions;
- (ii) any past conduct of the Party Under Review involving fraudulent or corrupt practices;
- (iii) the magnitude of any losses or damages caused by the Party Under Review;
- (iv) the negative impact caused by the Party Under Review to the credibility of WFP;
- (v) the quality of the evidence presented by OIGI and the Party Under Review;
- (vi) any mitigating circumstances including, but not limited to, any instances where the Party Under Review played a minor role in the Sanctionable Action; took voluntary corrective action or cooperated in the investigation or sanctions proceedings;
- (vii) the period of Temporary Suspension already served by the Party Under Review;
- (viii) the Party Under Review's admission of involvement in the Sanctionable Action;
- (ix) any breaches of the confidentiality of the Sanctions Proceedings or lack of cooperation by the Party Under Review in OIGI's investigation; and
- (x) any other factor that the Committee deems relevant to the Party Under Review's culpability or responsibility in relation to the Sanctionable Action.

### **5.1.4 Parties Subject to Sanctions**

When recommending a sanction to be imposed on a Party Under Review, the Committee may also recommend that the effects of the sanctions be extended to any of its affiliates, successors, assignees or agents.

### **5.1.5 Written Recommendation**

Following a determination of an appropriate recommendation, the Committee shall transmit to the DED or AED, PD a written recommendation stating its conclusions and reasons. The Committee shall also include a recommendation on specific sanctions and any corrective measures for the DED's or AED, PD's consideration.

## **5.2 Entry into Force of Final Decision**

### **5.2.1 Decision by the DED or AED, PD**

Upon receiving the Committee's recommendation, the DED or AED, PD shall within fifteen (15) days issue a final decision concurring, denying or modifying the Committee's recommendation and proposed sanction.

### **5.2.2 Final Nature of the Decision**

The decision of the DED or AED, PD shall be final and non-appealable. It shall take effect immediately upon notification, and without prejudice to any action taken against the Party Under Review by any national authority in accordance with applicable laws. The decision shall be transmitted promptly to the Sanctioned Party through the Secretary. The Secretary shall also notify within ten (10) days OIGI, and other relevant offices within WFP. In case of any debarment, the Secretary shall also submit a formal summary of the decision to the UN Ineligibility List Administrator.

When a sanction of conditional non-debarment or debarment with conditional release is imposed, and as soon as practicable upon its notification, the Secretary shall contact the Sanctioned Party to advise it of the requirements for meeting the conditions, including, where applicable, the adoption and implementation of an integrity compliance program acceptable to WFP.

## **6. Disclosure**

### **6.1 Distribution of Materials**

The DED may make materials submitted to the Committee, in accordance with confidentiality provisions, available to other offices within WFP, to other Parties Under Review in other related sanctions proceedings, to other international organizations and UN agencies, and to any other parties as deemed necessary by the Committee.

### **6.2 Disclosure of Decisions**

Should Sanction(s) be decided, the identity of the Sanctioned Party and the imposed Sanction(s) shall be shared with Participating UN Agencies and entered into the UN Ineligibility List. WFP may also, at its discretion and on a confidential basis, share such information with other international organizations, host countries, and any other parties deemed appropriate, in accordance with WFP rules and regulations.

### **6.3 Referral to Governmental Authorities**

Subject to WFP's rules and regulations and without prejudice to its privileges and immunities, WFP may on a confidential basis refer a matter to appropriate governmental authorities.

## **7. Confidentiality**

The information and documentation related to the Sanctions Proceedings are private and confidential. The Secretary of the Committee will only share the required pertinent information as outlined in this Framework. Determinations on sensitive, privileged or confidential information will be made on a case by case basis, balancing the best interests of WFP with the requirement to provide Parties Under Review with sufficient information to enable them to contest the allegations in a meaningful way. All information and documentation related to the Sanctions Proceedings are protected from disclosure as part of the archives of WFP, in accordance with WFP's privileges and immunities.

## **8. Rehabilitation**

A Sanctioned Party may have its business relationship with WFP restored if:

- (i) the term of the Sanction and corresponding entry in the UN Ineligibility List have expired;
- (ii) at least half of the sanction's term has expired, provided that the Sanctioned Party can demonstrate that corrective measures have been put in place and have fully met the requirements of the said sanction; and
- (iii) the last day of the minimum period of debarment under a debarment for conditional release has come, provided that the Sanctioned Party has complied with the remedial, preventative or other conditions for release to the Committee's satisfaction.

A Sanctioned Party may also request written confirmation that the conditions for non-debarment have been met.

The request for rehabilitation (the "Application") shall be submitted by the Sanctioned Party in writing to the Secretary and accompanied by supporting documentation, including, inter alia, a detailed report on its implementation of any integrity compliance and monitoring program as required by the Committee, details relating to remedial actions taken in response to the Sanctionable Action for which the Party Under Review was sanctioned as well as any other any Sanctionable Action detected during the period of debarment or conditional non-debarment, and any criminal, civil or regulatory conviction or decision based on conduct of the type of a Sanctionable Action.

Within thirty (30) days after receipt of the Application, the Committee shall begin its review thereof to determine, based on the arguments and evidence set forth in the Application, whether or not the Sanctioned Party has complied with the conditions established. The Committee may request further information if deemed necessary. The Sanctioned Party shall cooperate fully with any such verification, including by permitting the Committee access to relevant books, records and external auditors.

The Committee shall verify the facts of the Application and make its recommendation to the DED or AED, PD as soon as practicable. Upon decision of the DED or AED, PD, the Secretary shall promptly notify the Sanctioned Party, OIGI, and all relevant offices within WFP, of such decision and the basis thereof. If the DED or AED, PD approves the granting of such Application, the Secretary shall inform the Sanctioned Party and, where applicable, request the UN Ineligibility List Administrator to modify the UN Ineligibility List accordingly.

In the case of a determination by the Committee of non-compliance with conditions for non-debarment, a debarment with conditional release (the conditions for release being those originally stipulated for non-debarment) would automatically become effective for a period of time established by the Committee. In the case of a determination of non-compliance with conditions for release, the Committee shall recommend to the DED or AED, PD a continuation of the period of debarment, for a period not to exceed one (1) year. The DED's/AED, PD's decision shall be final and non-appealable.

## **9. Enforcement of Debarment Decisions by Other Participating UN Agencies**

WFP may give consideration to other debarment decisions made by Participating UN Agencies through the monitoring of the UN Ineligibility List and consider the participation of Parties Under Review included herein only in circumstances where WFP has a compelling interest to do so, as described below under Section 10.

## **10. Eligibility Derogation Measures**

When special circumstances warrant the participation of an Ineligible Party in a procurement process or contract, the Delegated Authority may request the Committee to recommend to the DED or AED, PD to exceptionally temporarily suspend the effects of the Sanction(s) imposed by either WFP or by another Participating UN Agency.

In support of its request, the Delegated Authority shall demonstrate that WFP has a compelling interest in using the Ineligible Party. "Special circumstances", as used in this Section, shall include, but not be limited to, any emergency situation, exigency or any other cases where deviations from standard procurement/contracting procedures are authorized, which warrant unusual or immediate action.

The DED or AED, PD may approve or deny the request for exception at his/her sole discretion. If approved, the Secretary shall promptly notify the Delegated Authority and the Ineligible Party, indicating that the exception is only applicable to WFP's specific procurement action that prompted the request.

## **11. Additional Provisions**

### **11.1 Computation of Deadlines**

The reference to "days" in this document refers to the normal working days observed by WFP. If the last day of any time period falls on a day in which WFP is not officially open for business, the term shall run until the end of the next day on which WFP is officially open for business.

### **11.2 Time Extension**

Upon request of OIGI or the Party Under Review, a reasonable extension of any time period for the filing of submissions may be granted as a matter of discretion by the Committee, by notice to both parties.

### **11.3 Language**

All written materials submitted to the Committee shall be submitted in English. Exhibits and attachments may be submitted in their original language but shall be accompanied by a certified translation into English to be provided by the submitting Party.

### **11.4 Amendments**

WFP reserves the right to further amend, supplement or otherwise revise the Framework at any time, with or without notice. It also may adapt, modify, waive or suspend the Framework in particular cases as circumstances warrant at any time and without prior 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.

### **11.5 Cooperation**

WFP will communicate its decisions to other Participating UN Agencies, and share details of Sanctioned Parties through the UNGM, when applicable.

### **11.6 Privileges and Immunities**

The Framework is intended to assist in facilitating the reasonable exercise of discretion by WFP in such cases and does not in itself confer any rights or privileges to any party involved. Nothing in the Framework, or revealed or implied during proceedings herein described, or decisions issued, shall be deemed to expressly or implicitly alter, abrogate, or waive WFP's privileges and immunities, status as an international intergovernmental organization, or other provisions of international law, or shall be deemed to accept the jurisdiction of the courts of any country.

### **11.7 Actions Concerning WFP staff or non-staff personnel**

The Framework is not intended to alter existing policies on misconduct and procedures with respect to internal investigations or audits and possible disciplinary actions concerning WFP staff or WFP non-staff personnel.

### **11.8 Procurement Policies, Processes and Procedures**

The Framework is not intended to alter existing WFP procurement policies, processes and procedures related to the management, selection, invitation and short-listing of Vendors as prescribed in the applicable WFP rules and regulations and is without prejudice to the exclusion of Vendors from the bidding process for reasons other than a Sanctionable Action.

The Secretary shall notify WFP's Vendor and Customer Master-data Management Unit regarding any decision, final or temporary, concerning the suspension of a Vendor.

### **11.9 Data Protection**

In implementing the Framework, WFP shall adopt measures and take steps to ensure the adequate protection of personal data, including the processing of such data.

### **11.10 Effective Date**

The Framework is effective as of the date specified in the respective Executive Director Circular promulgating this "WFP Framework for Vendor Sanctions" and shall apply to all pending and future cases before the Committee.