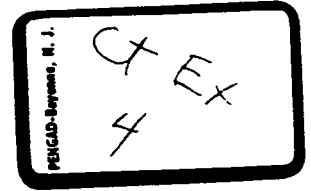


IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA



UNITED STATES OF AMERICA : CRIMINAL NO.:
: :
v. : VIOLATION:
: :
RAMENDRA BASU : 18 U.S.C. § 371
: 15 U.S.C. § 78dd-3
:

FILED

DEC 17 2002

NANCY MAYER-WHITTINGTON, CLERK
U.S. DISTRICT COURT

STATEMENT OF FACTS

1. Pursuant to Sentencing Guidelines §1B1.2(a) and §6B1.4(a), RAMENDRA BASU admits the following summary of facts in support of his plea of guilty. The following facts are intended to be a summary not an exhaustive recitation of the facts surrounding defendant's activities. In the event this matter were to proceed to trial, the defendant agrees that the government could prove the following facts beyond a reasonable doubt:

2. The World Bank is a public international organization which funds development projects throughout the world. It's principal office is located in the District of Columbia where the defendant was employed as an officer in the Consultant Trust Funds Office from 1996 to 2000, except for about three months in late 1997. Trust funds are contributed to the World Bank by member nations to be used to fund contracts to consultants from that member nation. The consultant contracts are used to support World Bank projects supervised by a World Bank Task Manager. As a Trust Funds officer, the defendant's duties included recommending consultants to Task Managers and approving Task Managers' requests for Consultant Trust Funds.

3. In most cases, once a project is approved for financing by The World Bank, the project is managed by a Project Implementation Unit ("PIU") which is headed by a local government official. The PIU selects from among competing bids by subcontractors for work on the contract. The World Bank reviews these selections and issues a "no objection letter" provided the subcontractors are qualified for the work and have submitted the most competitive bid.

4. Under World Bank procedures, Task Managers select and retain consultants to perform both the feasibility studies, and continued technical consulting with the PIU, if needed. Generally, the costs of retaining such consultants are funded through trust funds established by individual donor countries. Task Managers at The World Bank apply to the Consultant Trust Fund Office before the trust fund monies can be released to a consultant.

5. In mid-1997, in the District of Columbia, the defendant met with a World Bank Task Manager and a prospective consultant whose principal office was located in Stockholm, Sweden (hereinafter "Swedish Consultant"). During the meeting, they talked about contract opportunities for the Swedish Consultant. In subsequent conversations between the defendant, the Task Manager, and the Swedish Consultant, the defendant agreed to facilitate the payment of bribes from the Swedish Consultant to the Task Manager in exchange for the Task Manager directing contracts to the Swedish Consultant. It was also understood that the defendant would at some point obtain a future position with the Swedish Consultant.

6. In September 1997, the defendant left his employment at the World Bank and worked for the Swedish Consultant's company. At the defendant's suggestion, the defendant's father, brother-in-law, and a close friend also began working for the Swedish Consultant. During this period, the defendant agreed to be paid 10% of the value of contracts that the defendant worked on for the Swedish Consultant.

7. From November 1997 to January 1998, the Task Manager caused three contracts to be awarded to the Swedish Consultant. The Task Manager caused two contracts for \$40,000 and \$35,000, respectively, to be awarded to the Swedish Consultant for a building project in Ethiopia. The Task Manager caused another contract for \$99,800.00 to be awarded to the Swedish Consultant for an urban transport project in Kenya.

8. In December 1997, the defendant resumed his employment at the World Bank as a Trust Funds Officer. He continued to perform work on World Bank contracts for the Swedish Consultant, however, and he continued to be paid for this work by the Swedish Consultant.

9. Throughout 1998, the defendant facilitated the payment of bribes to the Task Manager by contacting the Swedish Consultant and arranging for the Task Manager to meet the Swedish Consultant in London, England for payment of kickbacks. Thereafter, the Task Manager traveled to London, England, met the Swedish consultant, and was paid according to the agreement.

10. The defendant also participated in a corrupt payment to a Kenyan official related to the urban transport project in Kenya. A business associate of the defendant

(American Consultant), was hired by Kenyan officials after an introduction arranged by the Task Manager. The American Consultant was to perform work on the urban transport project in a joint venture with a Kenyan company known as Geomaps. With the knowledge of the defendant, the American Consultant agreed to forward a portion of the monies it received on the contract to the Swedish Consultant to pay kickbacks to the Task Manager and Kenyan government officials supervising the project. In January 1999, the defendant sent, via e-mail, the bank account number of Geomaps to the Swedish Consultant, with knowledge that money forwarded from the American Consultant to the Swedish Consultant would be paid to a Kenyan government official as a bribe. Shortly thereafter, \$50,000 was wire-transferred from the account controlled by the Swedish Consultant to the Geomaps account in Kenya for the benefit of the Kenyan government official.

11. The defendant acknowledges that he entered into an agreement to cause business, funded by The World Bank's trust funds, to be awarded to the Swedish Consultant with the understanding that, once the funds were released, the Swedish Consultant would pay kickbacks to the Task Manager. The defendant and Swedish Consultant communicated about the terms of this scheme by electronic mail.

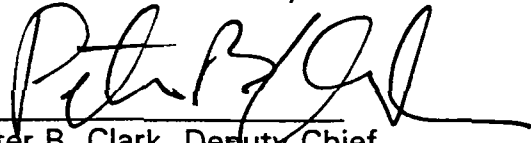
12. The defendant also agrees that up through January 1999, he agreed to facilitate payment to a Kenyan government official with the knowledge that such payment was to corruptly influence an act or decision of the foreign official in his official capacity. The defendant also concedes that in furtherance of making a corrupt payment to a foreign government official, he passed critical information to his co-

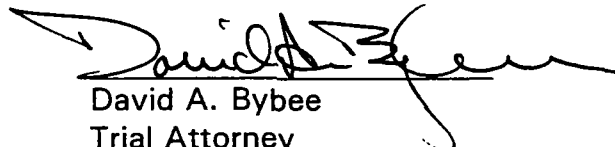
conspirators by sending an electronic communication from Washington, D.C., to Sweden in January 1999.


Respectfully Submitted,

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United States Attorney

By:


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