

Decision No. 335

**Frank Rittner,
Applicant**

v.

**International Bank for Reconstruction
and Development,
Respondent**

1. The World Bank Administrative Tribunal has been seized of an application, received on November 15, 2004, by Frank Rittner against the International Bank for Reconstruction and Development. The Bank has raised a jurisdictional objection to be decided by a Panel of the Tribunal, established in accordance with Article V(2) of its Statute, and composed of Elizabeth Evatt (a Vice President of the Tribunal) as President, Robert A. Gorman, Sarah Christie and Florentino P. Feliciano, Judges. The usual exchange of pleadings in respect of jurisdiction took place and the case was listed on March 22, 2005 to decide the issue of jurisdiction only.

2. In his application to the Tribunal, the Applicant sets out his claims in the following manner:

5. Date of the occurrence of the event or date of decision giving rise to the application:

- (i) August 18, 2003: Final denial of extension of OPE timeframe, which normally is 1 year, beyond 11 weeks and refusal to provide an OPE and/or Performance Development Plan for the period starting April 1, 2003 thus effectively preventing reassignment and/or fair competition for regular [World Bank] openings.
- (ii) January 6, 2004: Wrongful termination of contract by non-renewal.
- (iii) May 20, 2004: Denial of Access to the World Bank Group, thus possibly preventing applicant's nomination for GEF's M&E Director Position.

At the same time, the Applicant sets down the dates of receipt of the decisions of the Respondent which he is contesting before the Tribunal, as follows:

6. Date of receipt of notice (after the applicant has exhausted all other remedies available within the Bank Group) that the relief asked for or recommended will not be granted:

- (i) February 23, 2004: Denial of provisional relief for termination of contract after nine years of successful service, in the middle of a school year and less than five months after the return of applicant's family from an overseas external service assignment to support a strategic partnership on behalf of the [World Bank Group].
- (ii) May 11, 2004: Denial of Appeals Hearing reopening after it had become evident that there was a vital need for clarification because of suppression of essential information/witnesses.
- (iii) May 15, 2004: Dismissal of Applicant's application to the Appeals Committee.
- (iv) May 20, 2004: Denial of access to the [World Bank Group] in disregard of due process and without justification.

3. The Respondent has asserted that the Tribunal has no jurisdiction to take cognizance of the Applicant's claims, except his claim relating to his Overall Performance Evaluation (OPE) for the period from January 1 to March 31, 2003.

Background Facts

4. The Applicant joined the Bank in February 1995 as an intern. In September of that year, he became a Long-Term Consultant. The following year, 1996, he was given a Fixed-Term appointment as an Environmental Specialist, Grade 22, at the secretariat of the Global Environment Facility (GEF). On December 15, 1998, the Applicant's assignment at the GEF was extended and he was given a three-year Fixed-Term appointment. In 1999, the Applicant was promoted to Senior Environmental Specialist, Grade GG, at the GEF.

5. In November 2000, during the term of his contract, the Applicant requested an External Service Without Pay (EWOP) assignment to work in the Paris office of the United Nations Environmental Program (UNEP). His initial request was granted for one year, i.e., up to December 15, 2001, and a subsequent request for another year, i.e., up to December 15, 2002, was granted.

6. In July 2002, the Applicant requested a six-month extension of his EWOP assignment in Paris from December 16, 2002 to June 15, 2003. This request was denied by the Respondent.

7. In September 2002, the Applicant inquired about the possibility of resuming his duties at the Bank while at the same time "telecommuting" from Paris. It appears that "telecommuting" from Paris meant, for the Applicant, that he would be available for a certain period each month for communications and discussions with his colleagues in the Bank over the internet while remaining physically in Paris. The Applicant's request was denied. The Applicant was notified on October 8, 2002, that he was expected to return to Bank Headquarters in Washington because he was needed to work on tasks relating to a GEF council meeting scheduled for May 2003.

8. On November 15, 2002, the Assistant Chief Executive Officer (CEO), GEF, wrote to the Applicant setting forth the general scope of the latter's work in the GEF and identifying the persons to whom the Applicant would be reporting in respect of his assignments. Four days later, i.e., on November 19, 2002, the Applicant wrote to the Chairman and CEO of the GEF, describing his assignments as "well taken" and "a good fit of the GEF's need and my professional interests."

9. Nevertheless, in a series of e-mail messages in late November 2002 to the Chairman and CEO, the Assistant CEO, and the Senior Officer of the Human Resources Networks Team, all of the GEF, the Applicant expressed his concerns about the date on which he would resume working at the Bank in Washington, DC. To return to Washington, DC in December 2002 would require him to leave his family in France until the end of the 2002-03 school year, as his children were enrolled in school in France, and he accordingly asked about the possibility of periodically going to France to see his family.

10. In response to the Applicant's communications, the Assistant CEO, GEF, on November 21, 2002, allowed the Applicant to report for duty in Washington, DC, on January 6, 2003 instead of December 15, 2002.

11. A week later, the Applicant requested permission from the Assistant CEO, GEF, to begin a Paris-based MBA Program with a starting date of January 6, 2003. This request was disapproved by the Assistant CEO.

12. In December 2002, the Applicant sought advice from the Senior Officer, Human Resources, about applicable Bank policies relating to his Fixed-Term contract. In two e-mail messages dated December 12 and 13, 2002, the Senior Officer, Human Resources, explained to the Applicant that the three-year contract he had been given on December 15, 1998 had an end date of December 15, 2001. However, the three-year period had been interrupted and its running was suspended (i.e., "the 'clock' stopped") when the Applicant was given an EWOP, first for one year and later for another year. Thus, his original contract would expire on December 15, 2003.

13. On December 20, 2002, the Assistant CEO, GEF, wrote to the Applicant, stating:

It was good ... to have your acceptance of the assignment ... including specifically your understanding on reporting to the GEF Secretariat in Washington on January 6 to begin the third year of your three-year term

appointment. On the strength of those understandings, *I am pleased to say that we have therefore requested that your contract be extended to cover this third year, until January 5, 2004.* (Emphasis in original.)

On January 6, 2003, the Applicant resumed work at the GEF, Washington, DC.

14. On April 11, 2003, the Applicant wrote to Mr. R, one of his supervisors, that he, the Applicant, needed an interim performance review for the period January through March 2003 in view of his efforts to locate alternative positions within the Bank.

15. In May 2003, the Applicant was given his OPE for the period from January 1, 2003 to March 31, 2003. In this 2003 OPE, under the heading of "Results Assessment," the Applicant was rated "Fully Successful" in two of the three work programs assigned to him and "Partially Successful" in the third one. Under the category of "Behavioral Assessment," the Applicant was rated "Fully Successful" in three of the four evaluations and "Partially Successful" in the remaining one.

16. The Applicant on May 24, 2003, wrote to one of his supervisors protesting his 2003 OPE and stating, among other things, that its completion should be deferred until the expiration of a period of time long enough to provide a sufficient basis for assessment of his performance. On August 19, 2003, the Assistant CEO, GEF, signed as reviewing manager the Applicant's three-month 2003 OPE.

17. In September 2003, the Applicant received notice via e-mail from the Director of the GEF that he should not expect contract renewal at the GEF and that he should search for job opportunities elsewhere in the Bank.

Procedural History

18. On April 21, 2003, the Applicant filed a Statement of Appeal (Appeal No. 1279) with the Appeals Committee. In this Statement of Appeal, the Applicant described the decision of the Bank that he sought to appeal in the following terms:

2. The decision affecting me and being appealed is/are as follows: I am experiencing a pattern for informal reprimand by management that has led to a series of arbitrary decisions, and inappropriate use of managerial discretion causing hardship for my family. Management bias is causing an atmosphere of harassment that is obstructing effective teamwork. *Specifically I am appealing the decision to renew my contract for one year only, because this is violating the four year conversion rule for term staff.* (Emphasis added.)

The relief that the Applicant sought was cast in the following terms:

Contract conversion according to the four year rule. (Emphasis added.)

19. Less than two months later, on June 6, 2003, however, the Applicant requested that the Appeals Committee grant leave to withdraw his Appeal. The Appeals Committee granted this request, issued a Notice of Withdrawal, and terminated the processing of Appeal No. 1279 effective June 6, 2003. In his application to the Tribunal, the Applicant states that he withdrew his appeal "in deference to [the new GEF Director]." He says that he "believed that [the new GEF Director] would grant the requested extension of the performance assessment period beyond [the] unreasonable 11 weeks and convert his contract to open-ended status after fair assessment in line with applicable rules." In its answer, the Respondent does not comment on the Applicant's explanation of the withdrawal of Appeal No. 1279.

20. On November 13, 2003, the Applicant submitted to the Appeals Committee another Statement of Appeal (Appeal No. 1297) which described the decision being appealed in the following terms:

2. The decision affecting me and being appealed is/are as follows: I have been experiencing a *pattern of retaliation and bullying* by my manager [the Assistant CEO]. He masterminded a *hostile recall from external service without pay*, and set-up colleagues against each other. The resulting conflict was used to pressure

fabrication of an unsatisfactory OPE, and to recommend a non-renewal of my contract. Management power was abused in Machiavellian ways to induce severe fights for work among colleagues. This has made effective teamwork and delivery of team products impossible. That is why I am appealing the OPE outcomes. (Emphasis added.)

21. In this new Statement of Appeal, the Applicant asked for the following relief:

The relief(s) to which I should be entitled is/are as follows: OPE deferral until performance can be objectively measured by an unbiased manager against a substantial work program and results agreement. A means to enable this would be *managed reassignment according to Staff Rule 5.01*. (Emphasis added.)

22. On December 17, 2003, the Respondent filed an Answer to the Applicant's second Statement of Appeal. In its Answer, the Respondent took the position that "the sole question presented to the Appeals Committee is whether the evaluation of Mr. Rittner's performance that is set forth in the 2003 OPE is an abuse of discretion." The Respondent contended that management had evaluated Mr. Rittner's performance "in a reasonable manner" and, in so doing, was motivated only by a desire accurately to evaluate Mr. Rittner's performance. The Respondent asserted that Mr. Rittner's view that management's evaluation of his performance was, in his words, "retaliation," "bullying" and "hostile" was unfounded and misplaced. The Respondent accordingly asked for dismissal of the appeal and denial of the relief therein requested.

23. On January 6, 2004, while the Applicant's second Statement of Appeal was pending before the Appeals Committee, his fixed period of appointment expired under its own terms and the Applicant was separated from his employment with the Bank.

24. On May 11, 2004, the Appeals Committee issued its Report on the Applicant's Appeal No. 1297. In this Report, the Appeals Committee plainly adopted the Respondent's characterization of Appeal No. 1297 and held that "the only issue" before the Appeals Committee was "to determine ... whether the Bank abused its managerial discretion in the manner in which it evaluated the Appellant's performance in his 2003 OPE." The Appeals Committee accordingly focused on the Applicant's "complaints regarding the 2003 OPE process" and whether the 2003 OPE had been "an act of retaliation" by his reviewing manager. It concluded that, "based on the evidence in the record," there was "insufficient evidence to show that [the Assistant CEO] had any animosity towards the [Applicant]" or that the Applicant's 2003 OPE had been "an act of retaliation." The Appeals Committee then recommended that "all requests in relation to Appeal No. 1297 be denied."

25. The next day, on May 12, 2004, the Vice President, Human Resources, accepted the Appeals Committee's recommendations.

26. After being granted by the Tribunal an extension of time for filing up to November 15, 2004, the Applicant filed on that date his present application with the Tribunal. As earlier noted, the Respondent in its "Answer on Jurisdictional Issues," filed on December 20, 2004, submits that the application is inadmissible under Article II of the Statute of the Tribunal except for the challenge in respect of the Applicant's 2003 OPE. The Respondent proposes to answer on the merits the Applicant's claim concerning his 2003 OPE after the Tribunal shall have ruled on the Respondent's jurisdictional objections to the other claims of the Applicant.

Considerations

27. The central issues that the Tribunal must address in this case are two-fold. First, the Tribunal must determine whether or not the Applicant has raised in his application issues other than his claim that his 2003 OPE constituted or was accompanied by an abuse of discretion on the part of the Respondent. Second, should the answer to the first issue be in the affirmative, the Tribunal must then determine whether or not the Applicant has exhausted internal remedies in respect of his non-2003 OPE claims. It may be recalled in this connection that it is the duty of every international tribunal "to isolate the real issue in the case and to identify the object of the claim," and that "this is one of the attributes of its judicial function." (*McNeill*, Decision No. 157 [1997], para.

26.)

(1) *Claims raised by the Applicant*

28. In respect of the first issue, the Tribunal must refer to the application itself. The Tribunal notes at the outset that the Applicant has listed more than one decision from which he is appealing. The Applicant states:

2. The decisions which the applicant is contesting and whose rescission is requested under Article XII, paragraph 1, of the Statute:

- *Termination by arbitrary denial of contract renewal after nine years of successful service on January 6, 2004* in spite of growing demand for Applicant's qualifications and skill sets at the GEF. Flagrant abuse of Applicant's trust and violation of basic principles of fairness. Disregard of the special circumstances of international employment, and the prolonged inhumane hardship caused by repeated forced uprooting in foreign environments within a few months for Applicant's family, especially for his children.
- Refusal to provide written results expectations, a chance to discuss deliverables and development priorities for the OPE period ending March 30, and denial of a reassignment to enable an unbiased OPE.
- Denial of extension of his OPE period beyond the 11 week period mid January to end of March 2003, and to provide an OPE for the period starting April 1, [2003]. In effect *systematic undermining of Applicant efforts to get reassigned, as well as to compete for regular [World Bank] openings*. Deliberate destruction of Applicant's career prospects in the World Bank Group and in other International Organization[s].
- *Severe discrimination and abuse of discretion* in particular by [Mr. B], who not only refused all requests to update his performance assessment after March 30, 2003, but also *ignored his application for the staff position which he had advertised in early 2003 despite the fact that Applicant was the most experienced candidate*.
- Abuse of managerial discretion by denial of reasonable accommodation for prolonged hardship that applicant's family had been forced into upon Applicant's return to Washington in the middle of the school year. (Emphasis added.)

29. The above-quoted statements of the Applicant do not, of course, constitute a model of precision in pleading. He has also at times seemed inconsistent in his arguments. Nevertheless, the Tribunal considers that it is reasonably clear that more than one decision is being contested by the Applicant.

30. The first item listed in the application – “arbitrary denial of contract renewal” – is clearly different from the second and third items which both refer to the Applicant's OPE. By the same token, the “severe discrimination” and “abuse of discretion” referred to in the fourth point relate not only to the 2003 OPE but also to the Applicant's complaint that his application for a staff position advertised by the Respondent in early 2003 had been unjustifiably ignored. Further, the last item may be read as protesting the “prolonged hardship” that had, in the Applicant's view, been inflicted upon his family by being “forced” to relocate to Washington, DC in the middle of the 2002-03 French school year.

31. Similarly, consideration of Part I(5) of the application indicates to the Tribunal that the Applicant was controverting more than one management decision. The Applicant therein stated:

5. Date of the occurrence of the event or date of decision giving rise to the application:

- (i) August 18, 2003: Final denial of extension of OPE timeframe, which normally is 1 year, beyond 11 weeks and refusal to provide an OPE and/or Performance Development Plan for the period starting April 1, 2003 *thus effectively preventing reassignment and/or fair competition for regular [World Bank] openings*.

(ii) January 6, 2004: *Wrongful termination of contract by non-renewal.*

(iii) May 20, 2004: *Denial of Access to the World Bank Group*, thus possibly preventing applicant's nomination for GEF's M&E Director Position. (Emphasis added.)

32. The Applicant's specification of the relief he is seeking also indicates that the Applicant is complaining not just about the unfairness or arbitrariness of the performance ratings he received in his 2003 OPE. Thus, apart from compensation in the form of damages amounting to one month's salary for each of the four members of the Applicant's family who, the Applicant claims, were "harassed, forced into turmoil and undue hardships," the Applicant also requests the following:

Retroactive reinstatement of applicant's contract as of January 6, 2004 as an open-ended assignment and back pay. In case Applicant's nomination for GEF's M&E director position was indeed prevented by the denial of access – *assignment to a similar post.*

Otherwise compensation, taking into account the level and duration of the M&E Director's appointment, if Applicant's appointment was prevented by intrigues, and also taking into account that because of the slander, Applicant won't be able to find another assignment in his area of expertise: global governance. (Emphasis added.)

33. For the sake of clarity, the Tribunal identifies below the claims that the Applicant in the application asks it to resolve:

- a) Wrongful termination of his Fixed-Term contract by arbitrary denial of contract renewal;
- b) The unfairness of his 2003 OPE;
- c) Discrimination and arbitrariness in the rejection of his application for an alternative position in the Bank;
- d) Arbitrariness in compelling him to return to Washington, DC in the middle of the 2002-03 French school year, which imposed unnecessary hardship upon him and his family; and
- e) Denial of access to the World Bank Group's premises.

(2) *Exhaustion of Internal Remedies*

34. The Tribunal turns now to consideration of whether the Applicant has complied with the requirement of timely exhaustion of internal remedies in respect of each of the above-listed claims. In this respect, Article II(2) of the Tribunal Statute provides:

No ... application shall be admissible, except under exceptional circumstances as decided by the Tribunal, unless:

- (i) the applicant has exhausted all other remedies available within the Bank Group, except if the applicant and the respondent institution have agreed to submit the application directly to the Tribunal;

The Tribunal has explained that

[t]he Applicant must formally and in a timely manner invoke and exhaust available internal remedies in order that the allegedly improper Bank decisions may be challenged in an application before the Tribunal.

(*Malekpour*, Decision No. 320 [2004], para. 20.)

The Tribunal has also ruled in *Hudes*, Decision No. 323 [2004], para. 27, that:

The Tribunal has frequently emphasized the importance of the statutory requirement of exhaustion of

internal remedies set forth in Article II(2). See *Berg*, Decision No. 51 [1987], para. 30:

This statutory exhaustion requirement is of the utmost importance. It ensures that the management of the Bank shall be afforded an opportunity to redress any alleged violation by its own action, short of possibly protracted and expensive litigation before this Tribunal.

The Tribunal has in several instances ruled that a staff member's failure to observe the time limits for submission of an internal complaint or appeal constitutes non-compliance with the statutory requirement of exhaustion of internal remedies. (See *Dhillon*, Decision No. 75 [1989], paras. 23-25; *Steinke*, Decision No. 79 [1989], paras. 16-17; and *Setia*, Decision No. 134 [1993], para. 23.)

35. The Applicant asserts that he exhausted all internal remedies and that he had made all possible efforts over two years to engage *Ombudsman, Staff Association, Mediation and Ethics Office* as well as *Appeals Committee* only to discover that many – if not most of these instances – have been involved in an unprecedented conspiracy against applicant and his family. (Emphasis added.)

36. As to the Applicant's argument that he exhausted internal remedies by going to some of the component units in the Conflict Resolution System (CRS) of the Bank, the Tribunal initially observes that the Staff Association is not part of the Bank's CRS. As to Mediation, it is considered to be a voluntary remedy and while the Applicant did ask for mediation, the Bank declined to submit thereto. Exhaustion of internal remedies means formal remedies and includes timely recourse to the Appeals Committee.

37. To determine whether the Applicant has exhausted internal remedies with respect to some or all of the claims he has raised before the Tribunal, it is necessary to examine the Statement of Appeal for Appeal No. 1297, which was filed with the Appeals Committee on November 13, 2003. There, as already noted, the Applicant described the acts and decisions being appealed in the following terms:

2. The decision affecting me and being appealed is/are as follows: I have been experiencing a *pattern of retaliation and bullying* by my manager [the Assistant CEO]. He masterminded a *hostile recall from external service without pay*, and set-up colleagues against each other. The resulting conflict was used to pressure *fabrication of an unsatisfactory OPE*, and to *recommend a non-renewal of my contract*. Management power was abused in Machiavellian ways to induce severe fights for work among colleagues. This has made effective teamwork and delivery of team products impossible. That is why *I am appealing the OPE outcomes*. (Emphasis added.)

38. In the same Statement of Appeal, the Applicant wrote, among other things:

In December [2002] I was *informed that the extension of my contract would not be determined before August 2003*. Accordingly I was eager to learn about the details of my workprogram. However, when I arrived in January no manager was available to discuss and clarify my deliverables. After about two weeks [Mr. R], the team leader whom I had reported to before external service referred me to [Ms. X.] a new F level staff member. ...

[The Assistant CEO's] bullying has been continuing uninterruptedly. He has never responded to my greetings. I repeatedly proposed to meet bilaterally. However, he has not talked to me until today. Since May I have been receiving alerts from peers that he is urging external partners behind my back to cease collaboration with me. In July *he recommended to the newly incoming CEO to end my contract*. There is also evidence that he provided hostile advice to [World Bank] managers. (Emphasis added.)

39. The Tribunal notes that the above statement is quite general and leaves much to be desired from the viewpoint of drafting. Nevertheless, the Tribunal does not consider that the allegations in a Statement of Appeal need to be read in a strict and technical manner. The appropriate standard is not what may be demanded from a lawyer. It is, rather, what a person of average learning and understanding may be expected to comprehend. In *Hristodoulakis*, Decision No. 296 [2003], para. 18, the Tribunal observed that all an applicant is "required to

do to file her application [is] a simple expression of grievances (see *Mahmoudi* (No. 3), Decision No. 236 [2000], para. 27).” The Tribunal, applying a similar standard to the Statement of Appeal before the Appeals Committee, concludes that, by and large, it has been satisfied here by the Applicant.

40. More specifically, the Tribunal finds that the Respondent has not contested the Tribunal’s jurisdiction over claim (b) as summarized in paragraph 33 *supra* – the unfairness of his 2003 OPE.

41. As to claim (a), i.e., wrongful termination of the Applicant’s Fixed-Term contract by arbitrary denial of contract renewal, the Respondent questions the timely exhaustion of internal remedies. However, the Tribunal finds that this claim was presented by the Applicant to the Appeals Committee with clarity sufficient to warrant a conclusion by the Tribunal that remedies have indeed been exhausted. It must be noted that, according to the application before the Tribunal, the Applicant asserts that he received notice from the GEF Director in September 2003 that he should not expect his Fixed-Term contract to be renewed. The Applicant submitted his Statement of Appeal (No. 1297) to the Appeals Committee on November 13, 2003 and raised there the issue of non-renewal of his contract. On January 6, 2004, when the Applicant’s contract expired under its extended terms, Appeal No. 1297 was still pending before the Appeals Committee. The fact that the Appeals Committee did not consider the issue of non-renewal of the contract does not affect the legal situation. The Tribunal thus considers that the Applicant satisfied the requirement of timely exhaustion of internal remedies with respect to claim (a).

42. With respect to claim (c), i.e., discrimination and arbitrariness in the rejection of his application for an alternative position in the Bank, the Tribunal finds that it is very closely related to claim (b), i.e., unfairness in the rendition of the Applicant’s 2003 OPE. Such unfairness has been alleged as a cause of the rejection of his application for the alternative position. Accordingly, the Tribunal concludes that claim (c) may fairly be regarded as embraced within claim (b), that the Applicant has therefore exhausted internal remedies by raising claim (b) with the Appeals Committee, and that the Tribunal therefore has jurisdiction to hear and decide claim (c).

43. With respect to claim (d) of the Applicant, i.e., arbitrariness in compelling the Applicant to return to Washington, DC, in the middle of the 2002-03 French school year, the Tribunal notes that it cannot fairly be brought within the ambit of the Statement of Appeal submitted to the Appeals Committee. Further, the Applicant reported for work in Washington, DC on January 6, 2003 and should have had recourse to internal remedies in respect of his allegedly arbitrary recall (or the Bank’s failure to grant him another six months of EWOP) much earlier than November 13, 2003, the date of his submission of his Statement of Appeal. The Tribunal concludes that claim (d) falls outside the jurisdiction of the Tribunal.

44. In respect of claim (e) of the Applicant, i.e., denial of access to the World Bank Group’s premises, the Tribunal observes that this is an entirely new claim that was not presented to the Appeals Committee. He has thus not exhausted internal remedies. The Tribunal, however, notes that the Bank, through a letter of the Vice President, Human Resources, dated May 20, 2004, stated that the Applicant was granted access to Bank premises for the purpose of availing himself of “the formal channels for addressing grievances” and that he would be provided with “information concerning [his] past employment, salary and benefits.”

45. Accordingly, the Tribunal holds that it has jurisdiction over the following claims of the Applicant:

- (a) Wrongful termination of his Fixed-Term contract by arbitrary denial of contract renewal;
- (b) Unfairness of his 2003 OPE; and
- (c) Discrimination and arbitrariness in the rejection of his application for an alternative position in the Bank.

46. The Tribunal upholds the jurisdictional objections of the Respondent with respect to the following claims of the Applicant:

- (d) Arbitrariness in compelling him to return to Washington, DC in the middle of the 2002-03 French school

year, which imposed unnecessary hardship upon him and his family; and

(e) Denial of access to the World Bank Group's premises.

Decision

For the foregoing reasons, the Tribunal decides that the application is inadmissible, except with respect to the following claims:

- (a) Wrongful termination of the Applicant's Fixed-Term contract by arbitrary denial of contract renewal;
- (b) The unfairness of his 2003 OPE; and
- (c) Discrimination and arbitrariness in the rejection of his application for an alternative position in the Bank.

The dates for the filing of pleadings on the merits with respect to these limited claims will be determined by the President of the Tribunal and communicated to the parties.

/S/ Elizabeth Evatt
Elizabeth Evatt
President

/S/ Nassib G. Ziadé
Nassib G. Ziadé
Executive Secretary

At London, England, May 13, 2005