

## Summary of *DK v. IBRD (Merits)*, Decision No. 552 [2017]

Following an exchange of pleadings on the Bank's preliminary objection in *DK* (Preliminary Objection), Decision No. 537 [2016], the Tribunal held that it had jurisdiction over the following claims: (i) EBC's decision not to reinvestigate the Applicant's allegations; (ii) the Applicant's non-selection for the Senior Knowledge Management Officer position; (iii) the non-extension of her contract on 30 September 2013; (iv) failure of management to provide her protection, to the extent it was raised before PRS in Request for Review No. 195; (v) false revision of her People Page profile; and (vi) the termination of her contract on 11 July 2014.

The Applicant challenged EBC's decision not to reinvestigate her claims of sexual harassment alleging that the EBC investigation was substantially and procedurally flawed. The Tribunal found that EBC had conducted a full and fair investigation and that EBC had provided proper reasons and not abused its discretion in deciding not to reinvestigate the Applicant's allegations.

The Applicant also contended that the selection process for the Senior Knowledge Management Officer position to which she had applied and was not selected for lacked transparency and objectivity. The Tribunal found that, while the selection process for this position had not followed all the procedures recommended in the Bank's Non-Managerial Recruitment Guide, the process was not tainted by lack of objectivity, transparency, or fairness.

Regarding the Applicant's allegation that the Bank had failed to provide her protection from the Senior Advisor during and after the EBC investigations, the Tribunal found that during the period under review, i.e. January through May 2014, there was no imminent risk justifying any interim protections for the Applicant.

The Applicant also argued that after she reported the Senior Advisor's misconduct, changes to her People Page profile in the World Bank Group's internal staff directory were made and caused her harm. The Tribunal found that these changes could not be attributed to an intentional act of the Bank and that they have not caused the Applicant harm.

The Applicant also contended that the non-renewal of her contract on 30 September 2013 was not properly motivated and retaliatory, and that her right to be given notice of non-renewal had been infringed. The Tribunal concluded that the non-extension was based on the lack of funding and therefore properly motivated. However, the Tribunal found that the Bank had disregarded the Applicant's right to be given appropriate notice of non-renewal.

Finally, the Applicant alleged retaliatory motives behind the Bank's decision to terminate her contract on 11 July 2014. The Tribunal found that the Applicant had failed to demonstrate that the termination of her contract was retaliatory or improperly motivated. However, the Tribunal concluded that the Bank breached the Applicant's rights of due process by failing to provide the Applicant with appropriate notice of termination and the reasons thereof.

**Decision:** The Bank shall pay the Applicant a compensation in the amount of US\$ 7,500.00 for the deficiencies and procedural irregularities identified in the judgment. The Bank shall also pay the Applicant's legal fees and costs in the amount of US\$ 10,000.00.

This summary is provided to assist in understanding the Tribunal's decision. It does not form part of the reasons for the decision. The full judgment of the Tribunal is the only authoritative document. Judgments are available at: [www.worldbank.org/tribunal](http://www.worldbank.org/tribunal)