



**World Bank Administrative Tribunal**

**2024**

**Decision No. 700**

**HI,  
Applicant**

**v.**

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

**(Preliminary Objection)**

**World Bank Administrative Tribunal  
Office of the Executive Secretary**

**HI,  
Applicant**

**v.**

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

1. This judgment is rendered by the Tribunal in plenary session, with the participation of Judges Janice Bellace (President), Seward Cooper (Vice-President), Lynne Charbonneau (Vice-President), Ann Power-Forde, Thomas Laker, and Raul C. Pangalangan.
2. The Application was received on 2 February 2021. The amended Application was received on 21 February 2021. The Applicant represented himself. The Bank was represented by David Sullivan, Deputy General Counsel (Institutional Affairs), Legal Vice Presidency. The Applicant's request for anonymity was granted on 3 May 2024.
3. The Applicant challenges the Bank's decision not to extend his term appointment.
4. On 15 March 2021, the Bank submitted preliminary objections. This judgment addresses the Bank's preliminary objections.

**FACTUAL BACKGROUND**

5. The Applicant, a Yemeni national, joined the Bank in June 2015 as an Extended-Term Temporary in the Bank's Kuwait Country Office (CO) in Kuwait City. On 22 September 2016, the Applicant accepted a two-year term appointment as a Driver/Messenger, Grade Level GA, in the same office. On 5 September 2018, the Applicant's term appointment was extended to 18 September 2020.
6. On 2 July 2020, according to the Applicant, he was informed verbally by his manager, the Resident Representative, Kuwait, that his term appointment would be extended for only another six months, "from September 2020 to March 2021." The Applicant further states, "The

justification given for my term contract termination is the end of the [E]ducation [P]roject in Kuwait.”

7. On 4 July 2020, the Applicant emailed the Staff Association’s Staff Relations Counselor. In the email, titled “I need your kind help please,” the Applicant stated that he was informed that his term appointment would be extended for only six months. The Applicant further stated:

As you know we are living a very hard circumstances due to Covid 19 in addition being a Yemen national will limit my opportunities to find a job and I will have difficulty to go back to my home country because of war. This will leave [...] me with no work and no financial support and I will end up [...] being illegal in Kuwait.

This decision caused me strong psychological trauma and I couldn’t sleep since that day. I have a family and I’m the only breadwinner for them and also my dad is very sick and he can’t move from bed and I’m taking care of him (he had a stroke from 2 years ago) also there are many else reasons that I can’t mention in one email.

8. On 8 July 2020, the Resident Representative sent the Applicant an Office Memorandum titled “Notice Regarding End of Your Term Appointment.” The memorandum stated:

By this memorandum, I am providing you six months written notice that your term appointment will not be extended and shall end on March 18, 2021.

Subsequent to our Video Conversation on July 2, 2020, and based on business requirements of the work program in the Kuwait Country Office, we will be extending your current [contract] that is ending September 18, 2020, until March 18, 2021, at which point your employment with the World Bank will terminate. As you will notice this is a 6 months notice beyond your current end of term.

This decision is made based on business needs. Your initial contract and hiring was to support the Education Project in Kuwait. The Education project closed in August 2019, and all staff who had been working on the program left Kuwait as of February 2020.

Based on the above your Term Appointment will be ending March 18, 2021. As you know there will be no extension of your Term appointment after its end date. Your expiration of Term Appointment is in accordance with Principle 7.1.a of the Principles of Staff Employment, and Staff Rule 7.01, “Ending Employment,” paragraph 4.01, “Expiration of Appointment”.

Thank you for your work throughout and wishing you success in future endeavors.

9. On 14 July 2020, the Staff Association's Staff Relations Counselor responded to the Applicant's email of ten days earlier in which he had expressed concerns regarding the non-extension of his term appointment and his possible return to the Republic of Yemen, and she asked to schedule a teleconference for the following week. On 23 July 2020, the Applicant emailed the Staff Association's Staff Relations Counselor to say that he was having problems with his internet connection and to seek an appointment to meet online. An online call was scheduled for 5 August 2020. On 14 September 2020, the Applicant sent the Staff Association's Staff Relations Counselor an email in which he asked for "[a]ny update or good news."

10. On 15 September 2020, the Staff Association's Staff Relations Counselor emailed the Applicant, stating, in part:

Did you talk to your manager to discuss an extension of 3 months given the COVID 19 hardship of finding another job? I believe you were going to discuss this with him after you and I connected. Do you have any other updates?

11. The next day, on 16 September 2020, the Applicant responded, stating, "And about [the] extension[,] I discussed that with him and he said this is a final decision."

12. On 2 February 2021, the Applicant filed an application with the Tribunal.

13. The next day, on 3 February 2021, the Tribunal informed the Applicant by email that his application did not meet the requirements of Rule 7(3) and Rule 7(7) of the Tribunal's Rules.

14. On 21 February 2021, the Applicant filed the present amended Application with the Tribunal. The Applicant challenges the Resident Representative's decision not to extend his term appointment. Specifically, the Applicant states that he "would like to challenge the manager's decision with (i) [the] improper termination of my contract; (ii) the denial of my rights similarly to my other driver colleagues at the office and not providing the real reason behind termination; [and] (iii) the decision [not] to renew my contract for a 3–5 year term." The Applicant also states that there was "a lot of discrimination, bias, and misbehaviors, and acts of racism that are being precited against me (as a none-Kuwaiti national)" and claims that "these course of actions and

behaviors are being prompted by the current country representative since he joined the Kuwait Office.” The Applicant further states, “I hope that you will be able to look into my case and investigate all the causes and motivations behind the termination of only my contract.”

15. The Applicant requests “[t]o continue my contract similar to all my other three driver colleagues.” With respect to compensation, the Applicant states, “I don’t claim [...] compensation at this stage.”

16. The Applicant requests “costs” in the amount of \$300,000.00 “to cover the expenses incurred due to losing [his] income.”

17. On 15 March 2021, the Bank filed preliminary objections asking the Tribunal to dismiss the Application. The Bank submitted that the Applicant’s challenge to the decision not to extend his term appointment was untimely, having been filed more than the statutory 120 days prescribed by Article II(2)(ii) of the Tribunal’s Statute. The Bank further submitted that, with regard to the claim of discrimination, the Applicant had failed to demonstrate a *prima facie* case and, moreover, had failed to exhaust internal remedies in that he had not filed a claim with the Ethics and Business Conduct Department (EBC).

18. On 19 March 2021, in the Applicant’s response to the preliminary objections, he stated that he had taken his allegations of discrimination to EBC.

19. On 16 April 2021, the Bank informed the Tribunal, in relation to the discrimination allegation against the Resident Representative, that an intake interview had been conducted by EBC and that the Applicant was unable to provide EBC with any examples of discrimination or racist behavior other than a general statement that non-Kuwait nationals are not respected. It noted, however, that during the intake interview the Applicant had made allegations of harassment/inappropriate behavior against another staff member and that, as a result, EBC had initiated a preliminary inquiry into those allegations. The Bank submitted that the result of EBC’s preliminary inquiry had no bearing on the resolution of the Applicant’s case as his allegations of

harassment/bullying are against a staff member who had no involvement with the decision not to extend his term appointment.

20. On 30 April 2021, the Bank provided the Tribunal with an update of the EBC proceedings, stating that “EBC has commenced a preliminary inquiry into [the] Applicant’s allegations of racial bias and harassment and is planning to interview witnesses in the next few weeks.”

21. On 22 June 2021, the Tribunal issued a stay of proceedings in the present case pending the outcome of the EBC process. In the letter granting the stay of proceedings, the Tribunal stated that it shall be notified by the parties within two weeks of the outcome of the EBC process.

22. On 17 January 2024, the Tribunal wrote to the parties, stating, “[W]ithin one week of receipt of this letter, provide an update on the status of the EBC process with regards to this matter and, if the process has been completed, the Applicant shall notify the Tribunal if he wishes to continue with his application to the Tribunal.”

23. On 24 January 2024, EBC wrote to the Applicant, stating:

We are writing to inform you that EBC has completed its review of the matter you reported to our office. Specifically, as it relates to the non-renewal of your term contract, we thoroughly reviewed all available evidence, however, we did not identify sufficient evidence to substantiate your allegations of discrimination or retaliation as the reason for the non-renewal and therefore consider the matter closed.

With respect to your allegations against [a staff member], recall that we notified you on June 26, 2023, that we submitted our final report to PaC VP [People and Culture or Human Resources Vice President (HRVP)] for her decision. The PaC VP has made a decision on EBC’s final report (and findings contained therein). If you would like further information on [the] PaC VP’s decision, kindly contact [Manager], PaC Corporate Case Management (PaCCO).

We recognize that you may be disappointed with this outcome, but our evidentiary standards are in line with the guidance of the World Bank’s Administrative Tribunal.

24. On 25 January 2024, the Bank wrote to the Tribunal, stating:

Following [the] Applicant's initial interview with EBC in February 2021, whereby [the] Applicant made additional allegations of discrimination and harassment against other staff members in the Kuwait Country Office, EBC initiated three separate investigations, two of which were against staff members EBC determined were not involved with the non-extension decision. These investigations concluded in May and June of 2023. We understand that [the] Applicant was advised in June of 2023 that EBC submitted the Final Investigative Reports to the Human Resources Vice President for determination. On October 23, 2023, the HRVP issued the corresponding decision letters. [...]

At the same time, EBC continued its investigation into the allegations [the] Applicant made against the Resident Representative. In this case, EBC determined that there was not sufficient evidence to substantiate the allegations of discrimination or retaliation as the reason for the non-extension. Consequently, on January 24, 2024, EBC informed [the] Applicant that it considered the matter closed.

25. On 8 February 2024, the Applicant wrote to the Tribunal, stating, "I have received a response on 24th of January 2024 from [EBC] management represented by [Senior Counsel, EBC] and I am not satisfied with the outcome of the investigation and I will file an appeal on my case."

26. On 8 March 2024, the Tribunal wrote to the parties, stating, "In view of the submitted comments by the parties, the Tribunal hereby lifts the stay of proceedings in this case." The Tribunal set a deadline of 22 March 2024 to submit additional comments. The Tribunal received additional comments from the Bank but did not receive additional comments from the Applicant in response to this order.

## SUMMARY OF THE CONTENTIONS OF THE PARTIES

### *The Bank's Contentions*

27. The Bank contends that the Applicant's claim with respect to the non-extension of his term appointment is untimely and that the Applicant does not allege any exceptional circumstances to excuse this untimeliness. According to the Bank, admissibility under Article II(2)(ii) of the Tribunal's Statute requires that the Applicant should have filed his Application with the Tribunal

by 5 November 2020, 120 days after receiving written notice of termination on 8 July 2020. As the Applicant filed his Application in February of 2021, the Bank contends it must be dismissed.

28. The Bank further contends that the Applicant's lack of knowledge regarding the Tribunal as well as his consultations with the Staff Association do not serve to remedy the untimeliness of his Application, nor do they constitute exceptional circumstances. The Bank asserts that the Tribunal takes "a very narrow view" on exceptional circumstances and, citing *Nyambal (No. 2)*, Decision No. 395 [2009], para. 30, states:

Exceptional circumstances cannot be based on allegations of a general kind but require reliable and pertinent "contemporaneous proof" (*Mahmoudi (No. 3)*, Decision No. 236 [2007], para. 27), which is lacking in this case. Alleged unawareness of the grievance mechanisms or ignorance of the law do not constitute such exceptional circumstances.

Further, the Bank submits that the Applicant's employment began in 2015 and contends that the Tribunal has ruled that unawareness of the rules is not an exceptional circumstance and "ignorance of the law is no excuse."

29. The Bank avers that consultations with the Staff Association are akin to the assistance of counsel, and it notes the Tribunal's Statute and findings in this regard. Specifically, the Bank asserts that the Tribunal's Statute does not require that applicants be represented by counsel for the purpose of applications before the Tribunal, and the Bank further states that "the Tribunal has repeatedly found that the inability to retain counsel does not constitute an exceptional circumstance which would excuse applicants from filing their applications within the prescribed time limits."

30. The Bank also contends that, while the COVID-19 pandemic was unprecedented, the Bank remained open for business with the necessary measures in place for the then-prevailing circumstances, and that the Tribunal likewise made accommodations to allow for electronic submissions. The Bank contends that the Applicant himself has admitted to contacting the Staff Association during the pandemic and home-based work period, and that this demonstrates the Applicant's ability to obtain assistance and to file his Application on time.



31. In its preliminary objections, the Bank contended that the Applicant's claims of discrimination are inadmissible for failure to exhaust internal remedies pursuant to Tribunal Statute Article II(2)(i). Specifically, the Bank asserted that the Applicant was required to bring his allegations of racist behaviors by the Resident Representative to EBC but failed to do so. However, following the Tribunal's lifting of the stay of proceedings after the related EBC investigations concluded, the Bank now contends:

Regarding [the Bank's] second argument, namely that [the] Applicant failed to exhaust internal remedies, [the Bank] acknowledges that this jurisdictional defect has now been cured, however having cured one of two jurisdictional hurdles does not render the Application admissible before the Tribunal. Moreover, [the Bank] avers that the outcome of the Ethics and Business Conduct Department ("EBC") investigations is immaterial to the adjudication of the jurisdictional objection. In his initial interview with EBC in February 2021, *after* he submitted this Application to the Tribunal, [the] Applicant made additional allegations of discrimination and harassment against other staff members. (Emphasis in original.) While [the] Applicant's reporting to EBC led to multiple investigations of several additional staff members, some of which resulted in sanctions being imposed, the investigation into the actions and behaviors of the Res Rep [Resident Representative], the person [the] Applicant acknowledges as responsible for the non-extension of his term-appointment, determined that there was not sufficient evidence to substantiate the allegations of discrimination or retaliation as the reason for the non-extension.

32. The Bank contends that, if the Tribunal were to consider the results of the additional investigations as relevant to the outcome of the jurisdictional objections in this case, the Applicant has not substantiated his claim of racial discrimination with sufficient detail to allow the Bank to adequately respond.

33. Finally, the Bank contends that, in the Applicant's submissions to the Tribunal, he makes broad statements such as "There is a lot of discrimination, bias, and misbehaviors, and acts of racism that are precited against me," and

Regarding the racism and persecution practiced against me and even many other colleagues at the office, I complained against a colleague who has been practicing it to the Resident Representative of the office, but he did not stop her or take any action or investigate her because of their strong friendship and their relationship for a long time, even before he becomes the Resident Representative of the Kuwait office, and everyone in the office knows that.

The Bank contends that these statements do not satisfy the Tribunal's threshold because the Applicant has failed to make a *prima facie* case of discrimination and that the Application should, therefore, be dismissed.

### *The Applicant's Contentions*

34. The Applicant contests the non-extension of his term appointment. He asserts that, even though the reason for his term appointment non-extension was stated as the end of the Education Project almost two years prior, he is not mapped to that project but rather to the Kuwait CO.

35. The Applicant claims that the Resident Representative's decision and justification are invalid for various reasons, including (i) the fact that there are four drivers in the office "with the same type of contract" yet he was "the only one getting terminated"; (ii) the office was opening many new positions, "which contradicts the justification that the work program was shrinking"; (iii) there was "a lot of discrimination, bias, and misbehaviors, and acts of racism" perpetrated against him and his colleagues; and (iv) the decision not to extend his term appointment has caused him "psychological trauma."

36. The Applicant contends that, in the context of the COVID-19 pandemic and work-from-home measures, it was very difficult for him to obtain advice on where to take his case. He states that he was only aware of the Staff Association which he contacted the same the week he received his non-extension notice. He further states that he was not aware of the existence of the Tribunal until February 2021, at which point he immediately filed his Application. In his Application, the Applicant described the "remedies [he] exhausted within the respondent institution" as follows: "Talked several times with the manager, and raised the issue with the staff association." Also in his Application, the Applicant states that he has "exerted all efforts to get justice [within] the Bank's system, but none was able to intervene and assist me on my case."

37. The Applicant asks the Tribunal "to reconsider my case as an exception because the action taken against me will bring a very bad risk to me and my family and affect us for the rest of our

life.” He maintains that, “[f]rom a human perspective, the management should have considered the damaging consequences the termination of this contract will cause to me and my family.”

38. The Applicant contends that he raised his claims of discrimination with the Resident Representative and the Staff Association. Before the stay of proceedings, the Applicant stated that he was advised by both to go to EBC and that his case was with EBC. The Applicant alleges that the Resident Representative was supporting a staff member who practiced racism and persecution against him and other colleagues. The Applicant claims that the Resident Representative did not take any action or conduct any investigations against the staff member due to “their strong friendship and their relationship for a long time.”

#### THE TRIBUNAL’S ANALYSIS AND CONCLUSIONS

39. In his amended Application, the Applicant challenges “(i) [the] improper termination of my contract; (ii) the denial of my rights similarly to my other driver colleagues at the office and not providing the real reason behind termination; [and] (iii) the decision [not] to renew my contract for a 3–5 year term.”

40. The Applicant explains that the justification given by the Resident Representative for the non-extension decision was that the Applicant was hired to support the Education Project in Kuwait but that the project had come to an end. The Applicant claims that this justification is not valid for the following reasons:

We are four drivers working in the same office with the same type of contract, I am the only one getting terminated regardless of my very har[d] situation. Why only me?

The Kuwait WB [World Bank] office is currently opening many new positions for new staff to join the office in the coming months which contradicts the justification that the work program is shrinking.

There is a lot of discrimination, bias, and misbehaviors, and acts of racism that are being precited against me (as a none-Kuwaiti national) and other colleagues many them either resigned or left Kuwait office to another countries. Unfortunately, these

course of actions and behaviors are being prompted by the current country representative since he joined the Kuwait office.

41. The Bank contends that the Application is untimely as the Applicant failed to submit his claim within the 120-day limit prescribed in Article II(2)(ii) of the Tribunal's Statute.

WHETHER THE APPLICANT FILED HIS APPLICATION IN A TIMELY MANNER

42. Article II(2) of the Tribunal's Statute sets out the requirements for admissibility of applications to the Tribunal. It states:

No such 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; and
- (ii) the application is filed within one hundred and twenty days after the latest of the following:
  - (a) the occurrence of the event giving rise to the application;
  - (b) 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; or
  - (c) receipt of notice that the relief asked for or recommended will be granted, if such relief shall not have been granted within thirty days after receipt of such notice.

43. In its jurisprudence, the Tribunal has emphasized the importance of the time limits prescribed by Article II(2)(ii). In *Agerschou*, Decision No. 114 [1992], para. 42, the Tribunal explained that the prescribed time limits are "important for a smooth functioning of both the Bank and the Tribunal." *See also Tanner*, Decision No. 478 [2013], para. 45. The Tribunal has also observed that the "long-delayed resolution of staff claims could be seriously complicated by the absence of important witnesses or documents, and would in any event result in instability and

unpredictability in the ongoing employment relationships between staff members and the Bank.” *Mitra*, Decision No. 230 [2000], para. 11.

44. Pursuant to Article II(2)(ii) of the Tribunal’s Statute, the Applicant had 120 days from the date of the “occurrence of the event giving rise to the application” to file an application. It is not in dispute that, on 8 July 2020, the Applicant received written notice that his term appointment would not be extended beyond 18 March 2021. Therefore, the Applicant should have filed his Application by 5 November 2020, 120 days after receiving the written notice. He did not do so. Instead, he filed his initial application with the Tribunal on 2 February 2021, 209 days after receiving notice that his term appointment would not be extended.

45. Having been informed by the Tribunal Secretariat that his initial application did not meet the requirements of the Tribunal’s Rules, the Applicant filed his amended Application with the Tribunal on 21 February 2021, 228 days after receiving notice that his term appointment would not be extended. Whether counted from 2 February 2021 or 21 February 2021, the Application was submitted well beyond the 120 days of receiving written notice as required by the Statute of the Tribunal.

46. Based on the foregoing, the Tribunal finds that the Applicant did not file his initial or amended Application in a timely manner.

WHETHER THERE WERE EXCEPTIONAL CIRCUMSTANCES TO EXCUSE THE LATE FILING OF THE  
APPLICATION

47. Article II(2) provides an exception to the late filing of an application and failure to timely exhaust internal remedies on the basis of “exceptional circumstances.” In *BI (No. 4) (Preliminary Objection)*, Decision No. 540 [2016], para. 41, the Tribunal stated:

Article II(2) of the Tribunal’s Statute allows the Tribunal to render a claim or application admissible even if it was not filed in a timely manner, if the Tribunal decides that there were exceptional circumstances justifying the late filing.

48. Given that the Applicant did not file his Application in a timely manner, the next question to address is “whether there existed in the instant case exceptional circumstances under Article II, paragraph 2 [...], of the Statute of the Tribunal.” *Guya*, Decision No. 174 [1997], para. 4.

49. The Applicant has the burden to show that “exceptional circumstances” exist. *See Hristodoulakis*, Decision No. 296 [2003], para. 17. In *Nyambal (No. 2)* [2009], para. 30, the Tribunal articulated its approach to cases where “exceptional circumstances” are at issue, stating:

The jurisprudence of the Tribunal is well-established regarding the treatment of exceptional circumstances. In all such cases the Tribunal has followed a strict approach so as to prevent the undermining of statutory limitations. Exceptional circumstances cannot be based on allegations of a general kind but require reliable and pertinent “contemporaneous proof.” [...] Alleged unawareness of the grievance mechanisms or ignorance of the law do not constitute such exceptional circumstances. (*Dey*, Decision No. 279 [2002], paras. 16 and 17; *Means*, Decision No. 298 [2003], para. 12.)

50. In determining whether exceptional circumstances exist, the Tribunal takes into account several factors, including “the extent of the delay and the nature of the excuse invoked by the [a]pplicant.” *Yousufzi*, Decision No. 151 [1996], para. 28. In *Malekpour*, Decision No. 320 [2004], para. 22, the Tribunal stated that the circumstances invoked by an applicant must have imposed “real and serious impediments” to fulfilling the statutory requirements in Article II(2) of the Tribunal’s Statute, and not be a “[m]ere inconvenience.” *See also Hristodoulakis* [2003], para. 17.

51. In this matter, the Applicant contends that there are exceptional circumstances to excuse the late filing of his non-extension claim based on three distinct circumstances: (i) he did not know the Tribunal existed, (ii) he consulted with the Staff Association the same week the notice of non-extension was issued and was not referred to the Tribunal, and (iii) the COVID-19 pandemic.

52. Taking each ground in turn, the Tribunal considers that the Applicant’s first assertion that he “had no knowledge or information about the existence of the Tribunal” does not constitute an exceptional circumstance. The Tribunal observes that the Applicant joined the Bank in June 2015. By the time he received his written notice of non-extension on 8 July 2020, he had worked for the Bank for five years. This, the Tribunal considers, allowed sufficient time for the Applicant to

familiarize himself with the forums available for challenging adverse employment actions. In any event, the Tribunal has ruled, consistently, that unawareness of the rules cannot be characterized as an exceptional circumstance. *See Guya* [1997], para. 7. Moreover, the Tribunal has further ruled that “ignorance of the law is no excuse.” *Id.*, para. 7, quoting *Bredero*, Decision No. 129 [1993], para. 23.

53. Second, the Applicant’s contention that he consulted with the Staff Association the same week the notice of non-extension was issued and was not referred to the Tribunal does nothing to assist him in establishing an exceptional circumstance. The Tribunal rejected an analogous argument when an applicant sought to invoke exceptional circumstances because the Bank had failed to advise her of her right to take her case to the Tribunal and of the statutory requirement in terms of filing deadlines. The Tribunal stated in *Guya* [1997], para. 8:

There is no rule of law requiring the Bank to advise the staff members at each and every stage of the decisional process of their right to request administrative or judicial review and to recite to them the conditions and limits of such review as laid down in the relevant texts, the applicable general principles of law and the jurisprudence of the Tribunal. The fact that the Respondent did not advise the [a]pplicant of her right to bring her case to the Tribunal and did not inform her of the time limit or other statutory requirements can in no way be regarded as an exceptional circumstance under Article II, paragraph 2 [...] of the Statute of the Tribunal.

The Tribunal acknowledges that the Staff Association is not in the same position as the Bank. However, even assuming that it did fail to refer the Applicant to the Tribunal, the same principles as were articulated in *Guya* [1997] apply with equal force here. The alleged failure on the part of the Staff Association to advise the Applicant of his right to bring his claim before the Tribunal is not, in the Tribunal’s view, an exceptional circumstance such as would be sufficient to justify the late filing of the Application. Moreover, the fact that the Applicant immediately consulted the Staff Association on receipt of the non-extension notice suggests that he was aware that he could resort to certain avenues within the Bank for advice on addressing his grievances.

54. Third, the Applicant’s contention that “[i]t was very difficult for [him] to get advice on where to go with [his] case” because he was working from home due to the COVID-19 pandemic cannot be considered an exceptional circumstance to excuse the late filing of the Application. The

Tribunal observes that the record shows that the Applicant first emailed the Staff Association on 4 July 2020 regarding the non-extension of his term appointment. The record further shows that he corresponded, on a number of occasions, with the Staff Association's Staff Relations Counselor regarding this issue until 16 September 2020. The Tribunal observes that these communications occurred during the period of the home-based work order, thus demonstrating the Applicant's ability to take the necessary steps for seeking assistance and advice. It also demonstrates that he was in a position to communicate electronically, through which means he could have sought information and assistance from different units within the Bank. *See GA (Preliminary Objection)*, Decision No. 655 [2021], para. 81.

55. The Tribunal appreciates that the news of non-extension of his appointment was a time of considerable upset and distress for the Applicant. With the non-extension of his appointment, he and his family risked being returned to the Republic of Yemen, a country that has suffered catastrophically from the ravages of war in recent years. Notwithstanding the difficult humanitarian situation with which he was confronted, none of the reasons offered by the Applicant excuse his failure to take reasonable steps at the relevant time to learn of the appropriate forums available for him to seek redress.

56. In view of the foregoing, the Tribunal finds that there are no exceptional circumstances excusing the late submission of the Application. Regardless of other options to address the Applicant's threatening/difficult humanitarian situation, to be considered by the Bank, this Tribunal cannot but reject the Application as inadmissible.

## DECISION

The Application is dismissed.



/S/Janice Bellace

Janice Bellace  
President

/S/ Zakir Hafez

Zakir Hafez  
Executive Secretary

At Washington, D.C., 3 May 2024