

## Summary of Atkinson v. IBRD, (Merits) Decision No. 641 [2020]

The Applicant challenged (i) “the improper termination of her contract as a retaliatory measure”; (ii) the denial of her due process rights as a result of not being provided “the real reasons” for the termination of her contract; (iii) the decision “not to renew her contract for a 3–5 year term”; and (iv) “abuse of power and authority [...] by failing to address the Applicant’s many complaints of ongoing harassment [...] and failing to protect her from such behaviors.”

The Tribunal first considered the Bank’s preliminary objections to the Applicant’s discrimination- and harassment-related claims. The Tribunal determined that the Applicant had not exhausted internal remedies for her claims, other than the claims related to the 23 October 2017 incident and the alleged incident of sexual harassment. With regard to these claims, the Tribunal found that the Applicant did not file her claims in a timely manner. The Tribunal further determined that there were no exceptional circumstances that prevented the Applicant from exhausting internal remedies or that excused the timeliness requirement. Accordingly, the Tribunal dismissed the Applicant’s discrimination- and harassment-related claims.

The Tribunal next considered whether the non-renewal of the Applicant’s contract was improperly motivated. After examining the record, the Tribunal was satisfied that there was a reasonable and observable basis for the non-renewal of the Applicant’s contract. The Tribunal also determined that the Applicant had not met the burden of establishing a *prima facie* case of retaliation. The Tribunal considered the Applicant’s assertion that the decision not to renew her contract was motivated by racism. The Tribunal noted that for the purposes of the *prima facie* case, the Applicant must at least provide “detailed allegations and factual support” for her claim of racial discrimination. Having considered the Applicant’s assertions, the Tribunal was not convinced that the Applicant’s allegation met the standard of *prima facie* evidence for her claim. In making this decision, the Tribunal further noted that the Bank had offered a non-discriminatory rationale for the non-renewal decision.

The Tribunal next concluded that the Applicant was given an honest reason for the non-renewal of her appointment, in compliance with due process. The Tribunal also found that the record did not contain the kind of “unequivocal statement” or any circumstances leading to an “unmistakable implication” that a promise was made to renew the Applicant’s contract for “3–5” years. As such, the Tribunal dismissed the Applicant’s claim that the non-renewal decision was made in violation of her Manager’s promise.

Finally, the Tribunal acknowledged the general importance of the issues raised by the Applicant and for that reason found that a contribution to the Applicant’s legal fees and costs was warranted.

**Decision:** The Application was dismissed, and the Bank was ordered to contribute to the Applicant’s legal fees and costs in the amount of \$7,200.00.

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)