

Summary of FB v. IBRD (Merits), Decision No. 613 [2019]

The Applicant challenged (i) the Bank's ongoing failure to attribute the Applicant as a co-author and co-editor of a Bank publication; (ii) the Bank's decision to remove the Applicant's work program without notice in July 2018; and (iii) the Bank's decision not to renew the Applicant's Short Term Consultant (STC) contract for a period of one year.

The Tribunal examined the Bank's policies on whether there is a right of attribution for staff members who produce work in their official capacity. The Tribunal observed, however, that the claim before it dealt with whether the Applicant was treated fairly with regard to the Bank's removal of her attribution as a co-author and co-editor of the publication. The Tribunal noted that during the dissemination stage of the publication, several working drafts of the publication manuscript were circulated, listing the Applicant on the cover as an editor. The Tribunal further noted that the Bank did not provide any policies or guidelines on the process to determine who would be attributed as an author or an editor of the publication. The Tribunal found that the Applicant had a reasonable expectation that her contribution would be recognized as a co-author and co-editor in the final publication, and that the Bank's failure to act consistent with the Applicant's reasonable expectation resulted in the unfair treatment of the Applicant.

With regard to the non-renewal of the Applicant's contract, the Tribunal found that there was not an unequivocally proven promise of the renewal of the Applicant's contract in this case. The Tribunal also found that the Applicant was provided business reasons for the non-renewal of her contract, and that the record reflected that these reasons were honest, rather than pretextual. The Tribunal then examined whether the Applicant had been provided timely notice of the non-renewal of her contract. The Tribunal noted that the Applicant did not receive clear answers to her queries regarding her status after the end of her contract, and she was not informed before the end of her contract that it would not be renewed. The Tribunal held that the Applicant was not provided timely notice of the non-renewal of her contract.

The Tribunal also found that the removal of the Applicant's work program on the Pakistan project was not abrupt, as she had been informed at least three months before the removal of her work program that her work would likely not be needed after the end of her contract. The Tribunal also held that the Pakistan country TTL's statement in which he assured the Applicant that her contribution would be recognized was not sufficient to establish a link in motive that would prove retaliation. The Tribunal dismissed the claim of retaliation.

Decision: The Bank was ordered to revise the online version of the publication to include the Applicant's name on the cover as an editor, include her name in the citation for the publication on the inside front cover, and include her name in the second paragraph of the acknowledgments section on p. xiii. For unfair treatment in this regard, the Bank was ordered to pay the Applicant compensation in the amount of \$15,000.00. The Bank was ordered to pay the Applicant compensation in the amount of \$10,000.00 for unfair treatment with regard to the lack of timely notice of the non-renewal of her contract. The Bank was ordered to pay the Applicant's legal fees and costs in the amount of \$35,000.00. All other claims were dismissed.

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