

Summary of Sahin v. IBRD, Decision No. 633 [2020]

The Applicant challenged the non-renewal of her contract, the breach of promise of continuing employment, and the breach of the Mediation Agreement.

The Tribunal first considered the Applicant's challenge to the validity of the Mediation Agreement on the basis that it did not include the terms included in the Senior Advisor's 1 August 2017 email. With respect to the Applicant's assertion that she expected the proposed terms to be added after signing, the Tribunal noted that the Applicant's Manager, representing the Bank in the mediation, did not agree to add the proposed terms, and, as such, the proposed terms were properly excluded from the Mediation Agreement. The Tribunal explained that the Applicant's unilateral expectation that additional terms would be added after signing the Mediation Agreement did not change the terms of the Mediation Agreement which she signed. The Tribunal noted that, in signing the Mediation Agreement, the Applicant confirmed that she read, fully understood, and accepted all the terms as written in the Mediation Agreement. The Tribunal therefore upheld the validity of the Mediation Agreement.

The Tribunal next considered the Applicant's contention that the Bank breached the Mediation Agreement with regard to paragraphs 7 and 8. The Tribunal considered the terms of the Mediation Agreement and determined that the Bank did not breach the Mediation Agreement.

The Tribunal finally considered whether the Mediation Agreement constituted a full and final settlement of the Applicant's claims. The Tribunal noted that the Release clause provided that the Mediation Agreement constitutes a "complete and final settlement of all issues described above" and that the parties agree to "release all claims related to those issues which occurred on or before the date of this Agreement." The Tribunal first determined that the Applicant's claims related to the non-extension of her contract were settled by the Mediation Agreement and concluded that the Applicant had waived her right to challenge the non-extension decision and pursue the related claims before the Tribunal. The Tribunal next determined that the Applicant's claims related to the alleged promise of continued employment also fell under the scope of the Release and concluded that the Applicant had waived her right to challenge the alleged promise before the Tribunal.

Decision: The Application was 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