

## Summary of CP v. IBRD, Decision No. 506 [2015]

The Applicant was hired by the Global Partnership for Education (GPE) on 2 April 2012 as an Extended Term Consultant (ETC). While her letter of appointment stated that her appointment would be for one year, renewable for an additional year, the Applicant claimed, among other things, that Ms. SB, the Country Support Team Coordinator who sought to hire her in GPE had specifically promised her in writing that her appointment would be of a duration of at least two years, a promise on which the Applicant relied when accepting the position in GPE. However, at the expiration of its one-year term her ETC appointment was not renewed. The Applicant was also not selected for a Term position to which she had applied. The Applicant filed an Application with the Tribunal in which she challenged: (i) the non-extension of her ETC contract; (ii) her non-selection for Job Vacancy No. 122592; (iii) the mismanagement of her career; and (iv) “[v]iolation of various promises, including explicit promises that she would be hired for at least two years and that, when hired, she would be working on certain specific tasks.”

The Tribunal found, *inter alia*, that: (i) an interpretation of Ms. SB’s e-mail of 21 September 2011, shows that she, in fact, made an unequivocal and unambiguous promise to the Applicant for a contract of a duration of at least two years; it was, therefore, reasonable for the Applicant to rely on the emphatic assurances of Ms. SB included in that e-mail; (ii) the promise of a position of at least two years had a material effect on the Applicant agreeing to enter into a legal relationship with the Bank and thus became an essential term of such relationship; (iii) the Applicant relied on the promise by Ms. SB and passed up another employment offer when she signed the ETC contract. There was therefore evidence of detrimental reliance on a promise which was breached when the Bank ended her appointment after one year of service; (iv) express and unambiguous promises were not made to the Applicant for conversion of her appointment, nor were such made by unmistakable implication; (v) it could not be concluded that a fair assessment of the Applicant had been conducted during the interview process, or that the principles ensuring a transparent, objective and fair recruitment process had been observed in this case.

The Tribunal also found that a series of alleged problematic behaviors in the treatment of the Applicant existed which did not amount, however, to unreasonableness and arbitrariness warranting additional compensation. The Tribunal awarded the Applicant compensation for the

non-renewal of her appointment for the promised additional year. The Tribunal also awarded damages in the amount of three months' net salary for the irregularities in the selection process and the Applicant's attorney's fees in an amount of \$15,008.53.