

**ADMINISTRATIVE TRIBUNAL
OF THE AFRICAN DEVELOPMENT BANK**

QUORUM:	Judge Lombe CHIBESAKUNDA	Vice- President
	Professor Christian TOMUSCHAT	Member
	Professor Yadh BEN ACHOUR	Member
	Judge Salihu Modibbo Alfa BELGORE	Member

APPLICATION No. 2007/02

Mr. Ablassé OUEDRAOGO, Applicant
African Development Bank, Respondent

Judgment of the Tribunal rendered on 08 August 2008

I. THE FACTS

1. Mr. Ablassé OUEDRAOGO was recruited by the Bank on 15 December 2003 on grade level PL. 1 as Regional Advisor to the President. First recruited on a three- (3) year contract, his contract was renewed on 7 December 2006 for three (3) months (from 15 December 2006 to 14 March 2007) and subsequently for another two (2) years running from 15 March 2007 to 14 December 2008.
2. About two months following the renewal of the said contract, the Applicant on 07 May 2007 received a letter from the Director of the Human Resources Management Department (CHRM) informing him that he was being transferred with immediate effect to the Joint Africa Institute (JAI) as Chief Training Officer, on the same grade and salary.
3. Considering the transfer as a demotion, the Applicant by memorandum dated 9 May 2007 proposed the termination of his appointment with the Bank by mutual consent. However, on 28 May 2007, the Applicant received a letter signed by the Bank President notifying him about his dismissal with immediate effect.
4. After attempts at finding an amicable settlement to the matter through the ADB Ombudsman and the Chairperson of the Staff Council, the Applicant filed an application with the Tribunal on 24 July 2007 on grounds that his dismissal was wrongful and violated existing Bank regulations.

II. ARGUMENTS OF THE PARTIES

A. The Applicant

5. The Applicant maintains that his dismissal is wrongful in form and substance.

a. In Form

The Applicant accuses the Respondent of violating Regulation 6.12 of the Staff Regulations, which states:

"The termination of an appointment by the President pursuant to Regulation 6.11 shall be notified to the staff member concerned in writing with an indication of the grounds for such termination (...)"

6. The Applicant and his Counsel maintain that the Letter of Termination does not offer the grounds for the termination: such grounds must be real facts, not a mere reference to the texts. It is necessary to state such facts to enable the staff to prepare his/her defense, on the one hand, and the Tribunal to exercise its control, weigh the gravity or otherwise of such facts, on the other. Texts cited must so be for the sole purpose of indicating grounds for the sanctions related to such facts. However, according to the Applicant, the Respondent indicated no facts for which he could be held accountable.

7. The Letter of Termination is worded as follows:

"Pursuant to the provisions of the ADB Code of Conduct, particularly paragraphs 2.1.1 and 2.1.2, paragraphs 3.5 and 3.6 of the Staff Regulations and the oath which you signed on 26.11.2003 during your assumption of duty a copy of which is hereto attached, I would like to inform you by this Letter and by virtue of the powers conferred on me, that your appointment with the African Development Bank is hereby terminated with immediate effect."

The relevant Bank departments will inform you about your rights and entitlements."

In the light of the content of the letter, the Applicant and his Counsel consider that failure to give reasons therein renders wrongful the termination of appointment.

8. Still on the matter of form, the Applicant considers as wrongful the termination of his appointment, having not been given prior notice. To support his argument, the Applicant again cites Regulation 6.12 of the Staff Regulations which states:

"The termination of an appointment by the President pursuant to Regulation 6.11 shall be notified to the staff member concerned in writing with an indication of the grounds for such termination, and shall be subject - excepting termination under Regulation 6.11.1.iii, or 6.11.1.iv, to a period of notice and to a payment of termination benefit as determined in these Regulations or as prescribed in the Staff Rules".

The Applicant points out that the Respondent acknowledges that he was not given a period of notice.

9. Lastly, still with regard to the form, the Applicant posits that the Respondent abused its prerogative and violated the right of defense. The Respondent overstepped Rule 611.00 (b) of the Staff Rules which states:

"Any termination of appointment by the Bank under these Rules shall be decided upon by the President and shall be effected in strict compliance with the Rule under which it is being made, Rules 612.00 to 612.03, as well as the requirements of due process."

To the Applicant, due process was not followed, hence abuse of power. He maintains that even if, by some remote chance, the Applicant were accused of misconduct, the "ultimate sanction (termination)" could only be decided in accordance with Rule 101.02 (a) of the Staff Rules which requires that staff be given a written notification of the allegations against him/her, and the opportunity to answer such charges. The Applicant submits that he received no such "notification".

b. On the Substance

- 10.** The Applicant also maintains that the termination of his appointment is wrongful in substance. Indeed, noting the weakness of its argument – the termination letter being bereft of reasons – the Respondent invoked a jurisprudence of the United Nations Administrative Tribunal, arguing that "the Applicant knew the real reasons behind the decision and, by appealing the decision before the Tribunal, he was in a reasonable position to defend his rights." The Applicant maintains that that jurisprudence was inoperative in his case.

Indeed, the Respondent acknowledges that the Applicant and the ADB President met on 4 May 2007, during which the latter proffered baseless accusations against the Applicant. Furthermore, the Respondent acknowledges that a dispute existed between the Applicant and the Bank, related to the Applicant's demotion. Therefore, contrary to the Respondent's claims, the Applicant could not know on which dispute – the meeting of 4 May 2007 or his refusal to be demoted - the termination of appointment was based.

To the Applicant, nothing was obvious. That fact explains his memorandum of 4 May 2007 requesting clarifications on the circumstances under which he purportedly made statements for which he stood accused. He received no reply to that memorandum. Even after his dismissal, he continued to seek the reason for that decision by a letter sent to the Bank on 2 June 2007. That letter also received no reply.

- 11.** Seeking justification for its decision, the Respondent – after the Applicant had brought his case before the Tribunal – later wrote that "notwithstanding the defamatory nature of the article published in *Jeune Afrique* and statements attributed to him, the Applicant failed to distance himself from the article, notably by using his Right-of-Reply vis-à-vis *Jeune Afrique*."

Regarding that allegation, the Applicant replies that on reading the said article, no statement is attributable to him; that the article contains rumors that are not factual; that the Bank requested no explanation from him in connection with the said article wherein he was not even mentioned as source.

- 12.** On the absence of period of notice, the Respondent in substance invokes Article 10.2 of the Staff Regulations. However, the said article is not mentioned in the Letter of Termination. The letter simply states: "By virtue of the powers conferred on me" and "termination with immediate effect" without stating the grounds for the decision. The following statement: "The relevant Bank departments will inform you about your

rights and entitlements” is proof that no reference was made to Article 10.2. Therefore, the President did not intend to act within the framework of Article 10.2 which, on the contrary, concerns dismissal “without notice or benefits”.

13. Furthermore, the Applicant maintains that the Respondent wrongly claimed to base its decision on Article 10.2 of the Staff Regulations, which is applicable in the case of staff accused of serious misconduct. The Tribunal must dismiss that reason on the basis of its own jurisprudence, particularly the judgment delivered on 1 December 2005 in Application 2004/02¹.

The Applicant considers that, as in Judgment 2004/02, none of the jurisprudential prescriptions invoked was taken into account, not even the materiality of facts; that the Respondent seeks to characterize facts that never existed, despite requests from the Applicant that the baseless accusations be clarified or that there be a confrontation.

Consequently, to the Applicant, the termination of his appointment cannot be justifiably based on Article 10.2 of the ADB Staff Regulations.

14. Lastly, the Applicant considers as wrongful the termination of his appointment, having been denied to right of defense. The Respondent persistently ignored the lack of material facts. The Respondent based its action on the memorandum of 4 May 2007 whereas that memorandum was the Applicant’s initiative and was not in response to any query from the Bank. Indeed, the Bank violated Article 10.2 of the Staff Regulations as interpreted by the Tribunal not only in Case 2004/02, but also in its judgment of 25 July 2001 in Case 2000/10 (paragraph 23).

The Respondent has not proven that it respected due process, having conducted no investigation as requested by the Applicant. Hence, the Applicant maintains that the termination of his appointment was wrongful.

B. The Respondent

15. Refuting the Applicant’s arguments, the Respondent maintains that the termination effected on 28 May 2007 was not wrongful.

a. Concerning Lack of Grounds for the Termination

The Respondent recalls that the decision to terminate the Applicant’s appointment is based on existing regulatory provisions:

- Paragraphs 2.1.1 and 2.1.2 of the Bank’s Code of Conduct;
- Articles 3.5 and 3.6 of the Staff Regulations;
- The oath signed by the Applicant.

¹ *Derris Jenkins-Johnston v. ADB*, Application No. 2004/02 (01 Dec. 2005), ADBAT Judgments Vol. 2, 2002-2006, pp. 165-167, paragraphs 46, 52, 53 [in part] and 54 [in part]).

Furthermore, the Respondent maintains that the Applicant cannot pretend to ignore the reasons for the termination of his appointment, having had the occasion to discuss same with the author of the decision prior to receiving the Letter of Termination.

16. Indeed, allegations of failure to live up to his obligation of discretion and loyalty mentioned by the Applicant himself in his memorandum of 4 May 2007, reflect the advanced state of deterioration of working relations between the Applicant and his manager.

The same memorandum even mentioned the sanction likely to result from such deteriorated relations. Among other things, the Applicant stated that the President had during their discussion accused him of:

- Making critical comments in public;
- Associating with persons sharing the same opinions about the President;
- Disloyalty.

Consequently, the President notified the Applicant during the 30 April 2007 meeting that it had become difficult to work with him in confidence and that he planned to offer the Applicant one (1) month's leave to enable the latter to reflect and make proposals.

17. The Respondent states that the Applicant knew that by joining the Bank and, specifically, signing the oath, he had "*solemnly declared that he will, in all loyalty, discretion and conscience.... carry out his responsibilities as a staff of the African Development Bank*", more so given his attachment to the Office of the President which, consequently, required relations based on confidence.

The Applicant fully understood that while wishing to no longer keep him as a member of his cabinet, the President sought to solve the matter by preserving the Bank's image and credibility, refraining from portraying the issue as a conflict.

The decision to transfer the Applicant to another department confirms that approach. It is the Applicant who, in reply by the memorandum of 9 May 2007, proposed a negotiated termination of contract.

18. To the Respondent, the Applicant indeed fell short of his commitments by:

- Publicly criticizing the President's management;
- Refusing to distance himself from the article published in *Jeune Afrique* and statements attributed to him, especially since contact with the media fell under his brief as demonstrated not only by various interviews that he granted but also his 2004 performance evaluation.

Therefore, the Respondent maintains that the case of lack of discretion and loyalty is well proven, in the light of the regulatory provisions:

- Article 3.6 of the Staff Regulations states that: "*Staff members shall exercise the utmost discretion with regard to all matters relating to the activities of the Bank*" ;
- Article 3.5 of the same Regulations requires staff to "*avoid any action, in particular any kind of public pronouncement, which may adversely reflect on the Bank or on their status, integrity, independence, or impartiality and neutrality*"; and,
- Paragraph 2.1.1 of the Bank's Code of Conduct, according to which "*staff members are expected to act with integrity, honesty, probity and loyalty.*"

19. Consequently, the Respondent considers that given the circumstances, the Applicant's argument that he was unaware of the real reasons for the termination of his appointment is untenable. Furthermore, it requests the Tribunal to invoke the jurisprudence of the United Nations Administrative Tribunal which ruled that the fact that the decision to terminate the appointment of a staff member did not specify the reasons for such termination is not sufficient to reverse the decision, since the Applicant was aware of the real reasons behind the decision. Therefore, by challenging the decision at the Tribunal, the Appellant was reasonably in a position to defend her rights (Judgment 131, Restrepo vs. the Secretary-General of the United Nations, paragraphs III to V).

b. Concerning the Absence of Period of Notice

20. Pursuant to Article 6.12.1 of the Staff Regulations, a period of notice must be given except in the case of serious misconduct addressed under Article 10.2 of the Staff Regulations, or following other disciplinary measures. According to the Respondent, the said article authorizes the President to terminate the appointment of a staff guilty of serious misconduct, without notice or benefits.

Having considered the Applicant guilty of serious misconduct, the Respondent applied Article 10.2, which states:

"The President shall establish administrative machinery which, with staff participation, shall deal with disciplinary matters, but without prejudice to his powers to dismiss a staff member summarily without notice or benefits for serious misconduct."

21. The Respondent maintains that it is obvious from the Letter of Termination of 28 May 2007 that the President's decision was to terminate the Applicant's contract without notice or benefits, in the light of the serious accusations leveled against him. Consequently, it was no longer necessary to observe the period of notice.

c. Concerning Abuse of Power and Violation of the Right of Defense

22. Given the circumstances of the matter, the Respondent submits that the principles and requirements set forth under Rules 611.00 (b) and 101.02 (a) lose their absolute character when, prior to the termination decision, the staff had had an opportunity to answer the allegations made and duly uses that opportunity. According to the Respondent, that applies in this case since, in the absence of notifying the Applicant about the charges leveled against him in writing, the President mentioned those

charges during their meeting of 4 May 2007, as well as various failures to meet commitments which rendered difficult the maintaining of work relations.

23. The Applicant had the opportunity to respond to those accusations and did so fully by sending the memorandum of 4 May 2007 to the President. Therefore, he cannot maintain that his right of defense was not respected or that he was not in a position to exercise that right. In the said memorandum, the Applicant replied point by point to the President's complaints against him.

III. REQUESTS BY THE PARTIES

a. Applicant's Requests

24. The Applicant makes a series of requests based on the fact that:

- His appointment was terminated without notice or benefits, in the absence of proof of professional misconduct;
- He was victim of harassment by the ADB President;
- He suffered humiliation from the ADB President following his demotion and the circumstances surrounding the termination of his appointment; that he was the subject of inhuman and unfair treatment with manifest intention to harm.

25. Consequently, the Applicant requests the Tribunal to order the Respondent to:

- i) Pay him compensation in lieu of notice as set forth in Article 6.12, paragraph 6.12.3 of the Staff Regulations and Rule 612.00 of the Staff Rules: UA 53 375;
- ii) Pay him compensation for termination of contract, the termination having occurred eighteen and a half months to the end of his contract with the ADB and on the grounds that in the light of the successive renewal of his contract, he would have continued as an ADB staff until retirement. He requests payment of UA 640 500 under this chapter;
- iii) Condemn the Respondent to pay him termination benefits, pursuant to Rule 612.01 (a) of the Staff Rules UA 31 035.42;
- iv) Cover medical expenses for him and his family up to 30 June 2013 when he would have proceeded on retirement; due to the accident that he had on 21 December 2005 during an official mission, provide full coverage of the related medical expenses until he fully recovers. Furthermore, he considers that he was on sick leave when his appointment was terminated. Pursuant to Regulation 81.02 and Rule 612.00 (f), he requests the payment of UA 8 006 corresponding to the 29 May to 24 June 2007 period, the final date of the sick leave prescribed by his physician;
- v) Pay to him as moral damage for all the humiliation suffered following the loss of his employment, his reduced prospects of finding another employment given his age and the silence over reasons for his departure which opens the

door to all sorts of speculations: UA 320 249, corresponding to three years of annual salary, pursuant to Article XIII of the Statute of the Tribunal;

- vi) Condemn the Respondent to pay the legal cost, on grounds that the Respondent is the cause of the dispute that forced the Applicant to hire a Counsel: UA 15 000.

b. Respondent's Requests

26. The Respondent requests the Tribunal to pronounce the Applicant's application as inadmissible and to dismiss all his claims as baseless.

- i) For compensation in lieu of notice, the Respondent considers the request as unjustified in the case of summary dismissal as applicable to the Applicant, pursuant to Article 6.12.1 of the Staff Regulations and Rule 612.00 (b) of the Staff Rules;
- ii) For compensation following termination of contract: the claim is based on the loss of opportunity that the Applicant would have had to work until his departure on retirement. The Respondent points out that even if the Applicant's contract were renewed, the contract would still be temporary and could cease on its expiry date as set forth in Rule 610.01 (b);
- iii) Regarding termination benefits: that entitlement is only due following termination of appointment under circumstances set forth in Rule 612.01 (a) of the Staff Rules;
- iv) For medical expenses coverage: for both the reimbursement of future medical expenses until full recover following the occupational accident and medical coverage for the Applicant and his family until 30 June 2013 – having only served the bank for three (3) years and five (5) months, the medical coverage cannot exceed six (6) months, i.e. until November 2007, pursuant to the provisions of Resolution B/BD/2007/17 – F/BD/2008/18. Concerning the reimbursement of medical expenses following the occupational accident, the Bank's policy is to fully reimburse eligible requests backed by justifying documents. That policy was applied and continues to be applied with regard to the Applicant;
- v) For the payment of salary from 29 May to 24 June 2007: the Respondent submits that the Tribunal cannot but dismiss that request since the Applicant was summarily dismissed. The fact that he was on sick leave is of no import, since he was not entitled to a period of notice;
- vi) For damages in compensation for moral prejudice, pursuant to Article XII of the Statute of the Tribunal: the Respondent prays the Tribunal to dismiss the request. The Applicant was summarily dismissed without notice for serious misconduct, for known facts on which the Applicant had the opportunity to offer explanation in writing. The Applicant has neither demonstrated wrongful action on the part of the Respondent nor the prejudice suffered.

IV. THE PROCEDURE

27. The President of the Tribunal, Professor Glele Ahanhanzo, recused himself from the proceedings, pursuant to Rule VI of the Rules of Procedure, due to his personal relations with the Applicant.
28. A public hearing was held on 29 July 2008. Both parties were represented by their representatives and presented their arguments.

V. THE LAW

29. By his letter dated 28 May 2007, the President of the Bank ordered the Applicant's dismissal by invoking Regulation 10.2 of the Staff Regulations which prescribes that staff guilty of serious misconduct may be summarily dismissed without notice or benefits. Therefore, it falls within the Tribunal's ambit to consider whether the procedure followed in enforcing that Regulation is untainted by any flaw and whether the substantive conditions stipulated therein were fulfilled in this case.
30. According to the Applicant, the procedure is irregular because the Letter of Dismissal of 28 May 2007 was very brief and did not state the offences charged. Indeed, the Letter no more than mentioned the relevant provisions of the Staff Regulations without specifically stating the factual basis that could trigger the dismissal procedure. However, the Tribunal is convinced that the Applicant was well aware of the complaints levied against him. His inter-office memorandum of 4 May 2007 reveals that the President of the Bank had informed him verbally of behavior considered unacceptable, notably the fact of publicly criticizing the President's management within the Bank. Under these circumstances, it was not necessary to renew the points at issue in writing. On this issue, the Tribunal follows the jurisprudence of the United Nations Administrative Tribunal in the Restrepo case (No. 131 of 10 October 1969). Therefore, the guarantees of due process, which are also required under Regulation 10.2 of the Staff Regulations², were respected.
31. Concerning the substantive issues, the Respondent maintains that the President had lost confidence in the Applicant's loyalty and discretion. On several occasions, the Applicant is said to have made public statements critical of the President. Furthermore, the Respondent refers to a column published in *Jeune Afrique* Number 2419 of 20 to 26 May 2007 in which it is stated that the Applicant was negotiating his departure from the Bank following serious differences between him and the President. According to the article, the Applicant blamed the President for "bad governance" and failure to comply with internal rules, particularly regarding recruitment procedures." The Respondent holds that no other person but the Applicant could bear responsibility for that publication; however it could not be held with certainty how and by whom that piece of information was transmitted to the editor of the said periodical.
32. First and foremost, the Tribunal must determine whether the facts alleged by the Respondent could be characterized as serious misconduct. The Tribunal notes that the degree of loyalty required of staff, according to the Staff Regulations (Regulations 3.5 and 3.6), could vary considerably. In the case of special regional advisors who are

² See *C.G. S. v. ADB*, Application No. 2004/01 (01 Dec. 2005), ADBAT Judgments Vol. 2, 2002-2006, pp. 138, 148 para 38.

appointed without competition by the President's discretion and who are the President's closest associates, unquestionable trust is an absolute necessity. The President would be unable to conduct the diverse missions conferred on him if he had good reason to doubt the sincerity of such staff - selected on the basis of their sterling reputation in Africa - to cooperate with him in full dedication and loyalty. Ill-chosen words which, in the case of a mid-ranking officer, could be considered a regrettable error but of no serious consequence to Bank operations, could become highly detrimental when it comes from a person of the rank of the Applicant.

33. Hence, the Tribunal accepts the Respondent's submission that public statements criticizing the President's management of the Bank are, in principle, constitutive of serious misconduct in the sense of Regulation 10.2 of the Staff Regulations. Similarly, floating an article in the media that gives unflattering exposure to the internal functioning of the Bank is an act that seriously compromises the trust that should reign within the President's Office. However, the Tribunal cannot accept allegations without solid foundation. The materiality of relevant facts must be proven by the instance that took the decision damaging to the Applicant's statutory status. Yet, it is obvious that by his letter of 4 May 2007, the Applicant denied all allegations that the President of the Bank levied against him that very day. During the hearing of 29 July 2008, the Respondent's representatives were on several occasions called upon to substantiate the claim according to which the Applicant would have publicly expressed his negative attitude vis-à-vis the human resources policy pursued by the President of the Bank. Despite all the requests for clarification, no proof whatsoever was proffered by the Respondent. Regarding the article published in *Jeune Afrique*, the Respondent has not been in a position to point a specific involvement of the Applicant. There remains just the fact that the Applicant did not distance himself publicly from that article, an omission that cannot be considered as serious misconduct if the Applicant did not contribute to its publication. Therefore, the Tribunal is compelled to conclude that the Respondent was unable to provide the proof that was incumbent on it.
34. Moreover, the Tribunal dismisses the Respondent's argument according to which the Applicant's refusal to immediately accept the transfer decided on 7 May 2007 amounted to an act of insubordination, itself justifying dismissal. If a Bank staff is transferred to another position, he should be entitled to voicing his objections by making counter-proposals. Furthermore, the case file reveals that the Bank was seriously considering the Applicant's request of 9 May 2007 suggesting termination of contract by mutual agreement. Under these conditions, the Tribunal cannot accept the argument according to which the Applicant's refusal to accept his transfer to the Joint Africa Institute was tantamount to an act of insubordination.
35. The Tribunal is not unaware of the constraints that the President faced. The Staff Regulations under whose umbrella the Applicant sheltered, recognizes only two procedures for terminating the appointment of a Bank staff – the ordinary procedure pursuant to Regulation 6.11 of the Staff Regulations and the summary procedure set forth in Regulation 10.2, the latter procedure presuming that the staff concerned has committed serious misconduct. The Staff Regulations are silent on the special situation of staff called upon to undertake highly political missions and who, should the need arise, can be replaced at the President's discretion, provided their financial interests are guaranteed.

36. Hence, the Tribunal concludes that the Applicant's dismissal pronounced by virtue of Regulation 10.2 of the Staff Regulations does not fulfill the requirements under that Regulation. The Respondent could not prove that that Applicant committed serious misconduct in the sense of that Regulation.
37. On the other hand, the Tribunal is keen to stress that the President of the Bank is in no way obliged to retain a staff occupying a political position in that position for as long as the conditions for dismissal are not met. In his entourage, within the group of his closest associates, the President enjoys very broad organizational discretion. If he undertakes reorganization within that group, he is only required to respect the vested rights of associates from whom he seeks to separate.
38. Based on the foregoing, the Tribunal shall hereafter define the compensation due the Applicant as a consequence of the Bank's conduct.
39. Firstly, the Applicant claims entitlement to compensation in lieu of notice, pursuant to Regulation 6.12.4 of the Staff Regulations and Rule 612.00 of the Staff Rules. The Respondent contests that claim by arguing it to be baseless in the case of summary dismissal. Given the fact that the Tribunal has concluded that recourse to Regulation 10.2 of the Staff Regulations was unjustified in this case, it cannot deny the Applicant the claim to entitlement to compensation in lieu of notice.
40. Secondly, the Applicant claims compensation for termination of contract. In that regard, he advances the sum of UA 640 500 corresponding to six years of salary. The Tribunal considers that this amount does not correspond to the Applicant's *de jure* situation at the time. His contract was to end on 14 December 2008. There was no legitimate expectation of extending his employment with the Bank. Prior to his dismissal, his contract had been extended for short periods only, first for three months (from 15 December 2006 to 14 March 2007), and a second time for 21 months (from 15 March 2007 to December 2008). Therefore, the Tribunal considers that the Applicant can only claim financial compensation for termination of contract for the period running up to 14 December 2008.
41. Concerning the Applicant's claim of termination benefits, it is clear that the conditions set forth under Rule 612.01 of the Staff Rules have not been met in this case.
42. Regarding medical coverage, the Applicant's claims have become moot. During the oral hearing, the Bank's representative formally confirmed that the Bank will respect all due commitments to the Applicant, pursuant to the applicable regulation.
43. Under these circumstances, the Tribunal considers that the Applicant cannot lay claim to compensation for moral injury above the amount that he should be paid as compensation for termination of contract. In the political position that he occupied within the Bank, the Applicant did not enjoy the same job stability as staff of a lower category.
44. The Applicant has been partly vindicated. However, most of his claims have been dismissed. Therefore, he is not entitled to the full reimbursement of the legal costs that he incurred.

VI. THE DECISION

- 1) The Tribunal orders the Respondent to pay to the Applicant:
 - a) Compensation in lieu of notice corresponding to six months of his last salary;
 - b) Compensation for termination of contract, calculated up to the date on which his contract should have ended (14 December 2008);
 - c) The amount of USD 9,000.00 as legal costs.
- 2) The Applicant's other claims are dismissed.

Judge Lombe CHIBESAKUNDA

Vice-President

Mrs. Albertine LIPOU MASSALA

Executive Secretary

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