Welcome to Staff Manual

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00 Principles of Staff Employment
00.01 Principles of Staff Employment

01. Preamble
Preamble
August 1983

1.01 The Articles of Agreement of the International Bank for Reconstruction and Development and of the International Development Association (together referred to as The World Bank), and the Articles of Agreement of the International Finance Corporation (IFC) provide respectively that, subject to the general control of the Executive Directors of the Bank and the Association and of the Directors of the Corporation (all referred to as the Executive Directors), the President is responsible for the organization, appointment and dismissal of officers and staff.

Moreover, the fact that The World Bank and the IFC (the Organizations) are not subject to the employment legislation of any of their member countries imposes a special obligation on the Organizations in the relationship between them and their staff. Therefore, and without enlarging or restricting the constitutional or delegated authority of the President, the Executive Directors, upon the recommendation of the President, have adopted the following Principles of Staff Employment, which may be amended from time to time.

These Principles of Staff Employment embody the general conditions and terms of employment with the Organizations and the duties and obligations of the Organizations and of staff members. They set forth the broad policies in accordance with which the President shall organize and manage the staff of The World Bank and the IFC.

Principle 01 - Application and Authority

Principle 1
August 1983
Application and Authority
1.1 These Principles apply to all staff members, that is, all persons appointed by the President to perform services for The World Bank or the IFC, except that, considering the particular characteristics of their appointments, the President may vary the application of these Principles to persons on Part Time, Temporary, Trainee, Consultant or Executive Director's Assistant appointments, or to any new types of appointment that may be established. The President shall ensure the observance of these Principles and shall develop, provide, and maintain such programs and Staff Rules consistent with these Principles, as he considers necessary to the efficient conduct of the Organizations' business.

Principle 02 - General Obligations of the World Bank and IFC

Principle 2
August 1983
General Obligations of The World Bank and IFC

2.1 The Organizations shall at all times act with fairness and impartiality and shall follow a proper process in their relations with staff members. They shall not differentiate in an unjustifiable manner between individuals or groups within the staff and shall encourage diversity in staffing consistent with the nature and objectives of the Organizations. They shall respect the essential rights of staff members that have been and may be identified by the World Bank Administrative Tribunal. Furthermore, the Organizations shall:

a. establish and maintain appropriate safeguards to respect the personal privacy of staff members and protect the confidentiality of personal information about them;

b. make all reasonable efforts to ensure appropriate protection and safety for staff members in the performance of their duties;

c. refrain from any action that would deprive staff members retroactively of compensation in any form for services already rendered;

d. provide staff members security in their employment consistent with the terms of their appointments, their satisfactory performance and conduct, and the efficient administration of the Organizations;

e. develop and maintain compensation and personnel management policies and practices designed to help create an environment conducive to the high standards of performance required by the Organizations in the interests of their member countries; and

f. take such measures as may be necessary to protect the international character of the staff in discharging their duties.

Principle 03 - General Obligations of Staff Members

Principle 3
August 1983
General Obligations of Staff Members

3.1 The sensitive and confidential nature of much of their work requires of staff a high degree of integrity and concern for the interests of the Organizations. Moreover, as employees of international organizations, staff members have a special responsibility to avoid situations and activities that might reflect adversely on the Organizations, compromise their operations, or lead to real or apparent conflicts of interest. Therefore, staff members shall:
a. discharge their duties solely with the interest and objectives of the Organizations in view and in so doing shall be subject to the authority of the President and responsible to him;

b. respect the international character of their positions and maintain their independence by not accepting any instructions relating to the performance of their duties from any governments, or other entities or persons external to the Organizations unless on secondment to them or employed by them while on leave of absence from The World Bank or the IFC. Staff members shall not accept in connection with their appointment or service with the Organizations any remuneration, nor any benefit, favor or gift of significant value from any such governments or other entities or persons, nor shall they, while in the service of The World Bank or the IFC, accept any medal, decoration or similar honor for such service. Staff members may retain reemployment rights or pension rights acquired in the service of another organization;

c. conduct themselves at all times in a manner befitting their status as employees of an international organization. They shall not engage in any activity that is incompatible with the proper discharge of their duties with the Organizations. They shall avoid any action and, in particular, any public pronouncement or personal gainful activity that would adversely or unfavorably reflect on their status or on the integrity, independence and impartiality that are required by that status; and

d. observe the utmost discretion in regard to all matters relating to the Organizations both while they are staff members and after their service with the Organizations has ended. In particular they shall refrain from the improper disclosure, whether direct or indirect, of information related to the business of The World Bank or the IFC.

3.2 All rights in any work produced by staff members as part of their official duties shall belong to The World Bank or the IFC unless such rights are explicitly relinquished.

Privileges and Immunities

3.3 Staff members shall enjoy, in the interests of their Organizations, privileges, immunities, and facilities to which the Organizations, their officers and employees are entitled under their respective Articles of Agreement or other applicable treaties or international agreements or other laws. Such privileges, immunities, and facilities shall not excuse staff members from the performance of their private obligations or from the due observance of the law. Having regard to the particular circumstances, the Organizations may decide whether, in the interests of the Organizations, an immunity shall be waived or invoked.
whether by blood or marriage; and

c. appoint staff members by letter of appointment, which shall specify the type of the appointment. Unless otherwise specified in such letter, the appointment shall be subject to those Principles and Staff Rules applicable to the staff member's type of appointment, to amendments to those Principles and Staff Rules, and to other written agreements, if any, with the staff member. An appointment for more than a year shall normally commence with a probationary period to allow The World Bank or the IFC and the staff member to assess their suitability to each other.

Principle 05 - Organization and Personnel Management

Principle 5

August 1983

Organization and Personnel Management

5.1 The efficient administration of the Organizations requires that their work be conducted within certain generally applicable standards and conditions. At the same time, it is recognized that the changing demands on the Organizations require that they adapt to meet evolving needs and circumstances. To enable the Organizations to respond effectively in such circumstances, and at the same time in a manner considerate of the needs and aspirations of their staff, the Organizations shall:

a. organize, assign and transfer staff to meet the needs of The World Bank or the IFC with due consideration for the qualifications and wishes of the staff members concerned, and determine the terms and conditions under which staff members may be seconded or released to work for another entity or organization;

b. establish types of appointment and determine their characteristics, including whether they shall be for a definite or indefinite term or full-time or part-time;

c. establish procedures for the periodic review of staff members' work performance in order to promote the most effective use of their expertise, to determine the quality of their service, to recognize their achievements, and to identify training and development needs of staff members in the interests of the Organizations;

d. establish programs and arrangements for staff training and development for the purpose of updating and improving staff skills to meet the needs of the Organizations;

e. establish procedures for the promotion of staff members without prejudice to external recruitment at all levels;

f. establish procedures and conditions under which staff members may be assigned to positions graded at various levels, while providing reasonable measures to alleviate adverse effects on staff members assigned to positions graded or regraded at a lower level;

g. establish the conditions and limits under which staff members may be required to travel, at the Organizations' expense, on official business; and

h. establish rules and procedures regarding working hours, including conditions and limits for overtime work, and official holidays.

Principle 06 - Compensation
August 1999

Compensation

6.1 The basic objectives of the Organizations' compensation policy shall be to:

a. enable the Organizations to recruit staff members of the highest caliber appropriate to job requirements and to retain them so long as there is reasonable coherence between their career interests and the evolving mission and circumstances of the Organizations;

b. help motivate staff members to perform to the best of their abilities;

c. provide levels of compensation that are equitable internally; and

d. achieve these objectives with due regard to cost, bearing in mind the responsibility of the Organizations to their member countries.

6.2 With these objectives in view, the Organizations shall:

a. establish and periodically review the general levels of staff compensation and adjust such levels, as appropriate;

b. institute and maintain programs of systematic job evaluation, the purpose of which is to grade jobs according to their purpose, function, and level of responsibility so as to provide a sound and equitable basis for the remuneration of staff members;

c. institute and maintain programs which permit the Organizations to reward staff members according to their performance and contribution to the Organizations' objectives;

d. establish and maintain programs to promote the health and wellbeing of staff members and to provide financial protection and assistance for staff members and their families, including but not limited to annual, maternity and sick leave, coverage for medical and hospitalization expenses, accidents and loss of life, and provisions for retirement through lump sum or periodic payments;

e. in view of the importance to the Organizations of attracting international staff, establish programs for expatriate staff members designed to assist them and their families to maintain their cultural, professional and personal links with their home countries, including the education of their dependent children, and determine the eligibility for and duration of such programs;

f. provide reasonable assistance, depending on the type of recruitment, to staff members required to relocate to take up their appointments or new assignments, or who resettle under rules established by the Organizations upon ending employment, including the payment of travel expenses for staff members and their families, and the shipment of their personal and household effects; and

g. pending the necessary action being taken by member governments to exempt their nationals from taxation on their incomes from the Organizations when paid on a net of tax basis, provide a tax allowance determined by the Executive Directors to be reasonably related to the taxes required to be paid by staff members on those incomes.
7.1 The Organizations’ separation policy shall seek to maintain their vitality and integrity while paying due regard to the special circumstances faced by staff members of international organizations. Accordingly:

a. Separation from service may occur by resignation, with due notice; expiration of an appointment in accordance with the terms of that appointment; retirement; mutual agreement; or upon reaching the upper age limit for employment, unless this limit has been waived in the interests of The World Bank or the IFC.

b. Separations may also be initiated by The World Bank or the IFC. They shall be based on the needs for efficient administration and for upholding the standards of the Organizations. Staff members separated at the initiative of the Organizations have the right to be notified in writing of the decision and the reason for it, which shall be based on the following:

i. a decision not to confirm a staff member’s appointment at the end of or during probation; or

ii. grounds of health; or

iii. when the Organizations determine that a position or positions are no longer necessary, or that the responsibilities of a position have changed so that the staff member is not qualified to fill it, provided that no vacant position in the same type of appointment exists for which the Organizations determine that the staff member is eligible and has the required qualifications or for which he or she can be retrained in a reasonable period of time; or

iv. unsatisfactory service, personal or professional misconduct, abandonment of duties, or action adversely reflecting upon the reputation and integrity of the Organizations or their staff.

c. A staff member separated at the initiative of The World Bank or the IFC under b (i), b (ii), or b (iii) above shall receive financial and/or other assistance on conditions and within limits established by the Organizations, which shall include consideration of the reason for such decision, the length of service, as well as other relevant factors. The World Bank or the IFC may also grant financial and/or other assistance to staff members separated at the initiative of The World Bank or the IFC under b (iv) above or by mutual agreement depending on the individual circumstances.

Principle 08 - Misconduct Policy and Procedure

Principle 8
June 2008

Policy and Procedure for Reporting Misconduct

8.1 The Organizations’ policy on protections and procedures for reporting misconduct shall set out the rights and responsibilities of staff with respect to reporting misconduct that may threaten the operations or governance of the Organizations, so as to encourage staff to raise concerns and enable the Organizations to effectively address such cases, manage risks, and uphold standards of good governance. The policy shall provide protections to staff who report such misconduct or who cooperate or provide information during an ensuing review or investigation. These protections shall include:

a. the prohibition of retaliation by managers or other staff against any person for reporting misconduct, or for cooperating or providing information during an ensuing review or investigation;

b. with the consent of the staff member involved, the provision of interim protections during the course of review or investigation as necessary to safeguard the interests of a staff member who has reported
misconduct or cooperated or provided information in that review or investigation; and

c. where a staff member has made a *prima facie* case that an adverse employment action was taken in retaliation for an activity protected under the misconduct reporting policy, a shift in the burden of proof to the Organizations to show that the challenged action would have been taken absent the staff member’s protected activity.

**Disciplinary Measures**

8.2 A staff member who fails to observe the standards of conduct established pursuant to these Principles, who engages in misconduct, or who neglects to perform assigned tasks without reasonable excuse, may be subject to disciplinary measures. Depending on the seriousness of the offense and other relevant factors, the disciplinary measures taken in a particular case may be censure, suspension from duty with or without pay or with reduced pay, demotion, reduction in pay, or separation of the staff member from the service of the Organizations as provided in Chapter 7 above. A staff member may also be suspended from duty with pay, without prejudice, pending investigation of a charge under this paragraph.

8.3 Staff members have the right to be notified in writing of the grounds for disciplinary action.

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**Principle 11 - General Provisions**

10.1 The efficient and harmonious conduct of the Organizations' business requires that the President be cognizant of staff views in matters concerning the staff and that these views be given due consideration. In recognition of the right of the staff to associate, the President shall establish appropriate mechanisms to consult with representative members of the staff selected by the staff about the establishment of and changes in personnel policies, conditions of employment, general questions of staff welfare, and the establishment, amendment or revocation of Principles and of Staff Rules.
August 1983
General Provisions

Delegation

11.1 The President may delegate to any staff member, committee or unit of the Organizations the authority to perform any of the functions referred to in these Principles.

Transition Provision

11.2 Pending the issuance of Staff Rules, the Organizations' Personnel, Administrative, and Field Office Manuals shall remain in effect to the extent they are not inconsistent with these Principles. However, for the types of appointments in Chapter One to which the application of the Principles may be varied, those Manuals continue to apply until superseded by Staff Rules. Staff Rules may provide that they supersede any part or all of those Manuals.
01 Application and Authority
01.01 General Provisions

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Section I - Purpose and Application
1.01 These Directives (Staff Rules) apply to staff members of the Bank, IFC, and MIGA as provided in each Rule.

1.02 This Directive (Staff Rule 1.01, "General Provisions") includes new and updated definitions as a result of the Global Mobility Support Framework Policy. This Rule was most recently amended on June 2, 2016.

1.03 This Rule applies to the Staff of the institutions of the World Bank Group.

Section II - Definitions
2.01 Bolded terms in this Rule have the meaning ascribed to them Section III, "Scope" of this Rule.

Section III - Scope
3.01 Except as otherwise provided in a Rule, in these Staff Rules the following definitions apply:

a. Active service, active status, and active work status mean the service of a staff member holding an appointment provided for under Staff Rule 4.01, "Appointment," who is not assigned to leave without pay, external service without pay, or special leave.

b. Bank Group means the Bank, IFC, and MIGA.

c. Cost of Living Allowance (COLA) is a semi-monthly payment to eligible Staff Members on Extended Assignments, Temporary Assignments, or Cross Country Assignments in assignment locations where the cost of living is higher than in the originating locations.

d. Daily Subsistence Allowance, or DSA, is the Daily Subsistence Allowance schedule published by GSD and updated periodically that defines a daily rate for subsistence intended to cover the cost of hotel accommodations, meals, tips, ground transportation, laundry, and other miscellaneous expenses.

e. Department Director includes a manager at the level of department director.
f. **Dependent Child** means an unmarried son or daughter of the staff member for whom the staff member and the staff member’s spouse or domestic partner provide at least one-half of the child's financial support and who is under 19 years of age; or is handicapped; or is under age 25 and either:

i. is a full-time student; or

ii. has an income for the calendar year (from employment or other sources) of less than the amount specified in Annex A – Income of a Dependent Child to Staff Rule 6.02, “Dependency (Tax Equivalency) Allowances.” In the case of a child who ceases to be a full-time student, the relevant income is that received after ceasing to be a full-time student.

A dependent child also includes: the child of the staff member's spouse or domestic partner, provided that the child is resident in the staff member's household; and a legally adopted son or daughter of the staff member where a "bona fide" parental relationship exists as defined in Staff Rule 6.02, "Dependency (Tax Equivalency) Allowances," paragraph 3.02.

g. **Designated Official** means:

i. for the functions of a Manager, Human Resources Team, a Human Resources Business Partner, or a Human Resources Officer;

ii. for the functions of Manager, IFC Human Resources Client Services Team, or a Human Resources Officer;

iii. for the functions of the Manager, HR Operations, a Program Manager within HR Operations;

iv. for the functions of the Manager, Talent Acquisition, the Principal Recruitment Officer, a Recruitment Officer, or a Human Resources Analyst; or

v. in the case of a staff member assigned to a country office, the head of the country office.

h. **Designated Supervisor** means a person to whom a manager delegates responsibility for managing the performance of a staff member. The designated supervisor will also coordinate performance management where a staff member has multiple supervisory relationships.

i. **Domestic Partner**, in the case of a staff member, means a person registered as such with the Bank Group who, with the staff member, meets the criteria sworn to in the affidavit annexed at Annex A. In the case of a domestic partner of a close relative referred to in Staff Rule 4.01, "Appointment," it means a person who, with a close relative, meets those criteria and could truthfully execute the affidavit at the time of appointment.

j. **Duty Station Area** or **Local Area**, at Washington, DC, means the Washington-Baltimore Consolidated Metropolitan Statistical Area as defined from time to time by the United States Office of Management and Budget. At other duty stations, the duty station area will be determined by the head of that office.

k. **Expatriate Support** means support afforded to staff and their families, where applicable, to enable staff to maintain links with their home countries while on Indefinite or Temporary Assignments. It includes, as applicable, Home Country Travel, Education Benefits or Mobility Premium.

l. **Extended Assignment** means an assignment to a position subject to international recruitment commenced prior to January 1, 2016, in a duty station outside of headquarters for a period of more than 12 months.

m. **Health Services Physician** means a physician who is a staff member assigned to the Health Services Department or a physician employed by the Bank Group on a contractual or fee-for-service basis.

n. **Home Country** means the country of which the staff member is a citizen at the time of appointment, or if a staff member is a citizen of more than one country, the country of citizenship in which the staff member has resided most recently prior to appointment to the Bank Group, unless otherwise determined by the Manager, HR Operations, or his/her designee. For purposes of Staff Rule 6.13, "Home Country Travel," Staff Rule 6.14, "Education Benefits," and Staff Rule 7.02, "Benefits on Ending Employment," the following applies: In the case of a staff member's spouse or domestic partner, it means the country of which the spouse or domestic partner is a citizen. In the case of a staff member appointed on or after January 29, 1985, who is permanent resident of a country other than the country of citizenship, the home country means the country of which the staff member is a
permanent resident.

o. **Home Duty Station** refers to the duty station at which the staff member's salary and institutional benefits are based.

p. **Host Duty Station** refers to the duty station where the staff member will be physically located for the duration of the assignment.

q. **Immediate Family** means the staff member's spouse or domestic partner and dependent children resident in the staff member's household at the duty station.

r. **Indefinite Assignment** is an assignment of at least one year with no specified number of years in the assignment memorandum.

s. **Locality Considerations** means support afforded to staff and their families, where applicable, to mitigate certain local conditions of the assignment location.

t. **Manager** means a person designated to administer the employment relationship whose position is division chief, equivalent to division chief, or higher. If there is no such person, manager means a person so designated. A manager whose position is equivalent to division chief is one whose immediate supervisor is a department director or above or whose position is so designated by the responsible vice president. In the case of a staff member assigned to a field office, the head of the field office may act as the manager.

u. **Midpoint** means the point in the salary scale broadly aligned with local labor market at the 75th percentile of salaries. Midpoints are published by the World Bank Group Human Resources Vice President, HRDVP, at the time of the annual salary review.

v. **Mobility Support** means the programs and assistance provided by the World Bank Group to: (a) expatriate staff to assist them and their families to maintain their cultural, professional and personal links with their home countries, including the education of their dependent children; and (b) staff members required to relocate including the payment of travel expenses for staff members and their families. Depending on the type of assignment undertaken by the staff member, Mobility Support may include Relocation and Transportation Benefits, Ongoing Support, Locality Considerations, and Expatriate Support.

w. **Month** means a calendar month and, where the application of a benefit depends upon the number of months, fifteen days or more will be treated as a full month and fewer than fifteen days will be disregarded.

x. **Net Pay** or **Net Income** means net salary plus dependency (tax equivalency) allowance.

y. **Net Salary** means net annual salary before deductions for the Staff Retirement Plan, insurance coverage, or other obligations of the staff member, and without additions, including but not limited to, payments for overtime and dependency (tax equivalency) allowance.

z. **Ongoing Support** means support afforded to staff and their families, when applicable, during the assignment, as more specifically described in the Procedure, "Global Mobility Support for Temporary Assignments," and the Procedure, "Global Mobility Support for Indefinite Assignments."

aa. **Parent** means a natural or adoptive mother or father.

bb. **Part-Time** and **Part-Time Work** refer to an employment arrangement whereby the staff member is required to work less than the regular work schedule for full-time staff provided for in Staff Rule 5.08, "Reduced Work Schedule."

cc. **Permanent Resident** means, in the case of staff members whose duty station is in the United States (U.S.), a person who holds U.S. permanent resident or refugee status, a person whose adjustment to U.S. permanent resident or refugee status has been approved by the U.S. authorities, or a person who has been admitted to the U.S. for the purpose of permanent residence. In the case of other duty stations, the determination as to whether the staff member will be treated as a permanent resident will be made by the Manager, HR Operations, or his/her designee, applying as closely as possible the standards used in the U.S. duty station.

dd. **Relocation and Transportation Benefits** means support afforded to staff and their families, where applicable,
relocating for an Indefinite, Temporary or Short Term Assignment.

ee. **Reviewing Manager** means the Designated Supervisor’s manager.

ff. **Senior Manager** means a person whose position is department director, vice president, or equivalent, who is designated to decide on the staffing of positions within a department or vice presidential unit. A person whose position is equivalent to department director or vice president is one whose immediate supervisor is a vice president or the President.

gg. **Service** means service in pay status as a staff member in an appointment to which the Rule applies. Service is continuous, notwithstanding assignment to another Bank Group organization or separation or another break in service, where the interruption of service is 30 calendar days or less, unless the prior service is in a Special Assignment appointment.

hh. **Short Term Assignment** is an assignment from one World Bank Group organizational unit or work location to another: either (a) to satisfy Bank Group business needs; or (b) for instructional or career development purposes, for a period of more than 90 calendar days but no more than 12 months. An extension of up to 12 additional months may be granted by the responsible manager or his/her designee.

ii. **Staff Member** means a person holding an appointment provided for in Staff Rule 4.01, "Appointment."

jj. **Supervisor** means a person designated to administer the employment relationship whose position is section chief or above or equivalent or, if there is no such person, a person so designated. A supervisor whose position is equivalent to section chief is one whose immediate supervisor is a division chief or above. In the case of country office staff, supervisor means the head of the country office where the staff member works.

kk. **Temporary Assignment** means an assignment of between one and five years that requires temporary relocation.

ll. **Vice Presidential Unit** means an organizational unit headed by a senior vice president or vice president or the following organizational units Operations Evaluation; IFC; and MIGA.

**Authority of IFC and MIGA Officials**

3.02 Where these Rules provide that the Manager, HR Operations, is authorized or required to act or decide, the IFC Manager, Compensation and Policy Administration, may do so for IFC staff.

**Section IV - Exception**

None

**Section V - Waiver**

None

**Section VI - Other Provisions**

None

**Section VII - Temporary Provisions**

None

**Section VIII - Effective Date**

Effective Date for this Directive is 1/27/2014.
Section IX - Issuer
World Bank Group Human Resources Vice President, HRDVP
MIGA Executive Vice President and CEO, MIGEX
IFC Executive Vice President and CEO, CEXVP

Section X - Sponsor
Director, Strategy and Operations, HRDAO

Section XI - Related Documents
No Related Documents

ANNEX - 1 - Annex A: Form F02330 - Affidavit of Domestic Partnership
Form F02330 - Affidavit of Domestic Partnership
02 General Obligations of the World Bank and IFC
02.01 Confidentiality of Personnel Information

SECTION I – PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 2.01, "Confidentiality of Personnel Information" (hereinafter Rule) sets forth provisions governing administration of and access to staff records and other personnel information about staff members maintained, whether in hard copy or electronically, by the Bank Group. Medical information and records are governed by the provisions of Staff Rule 2.02, "Confidentiality of Medical Information and Records."

1.02 This Rule applies to all staff members and former staff members of the institutions of the World Bank Group.

SECTION II – DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Human Resources Team: means Human Resources Team staff at the officer level and above.
b. Letter of Verification: is a letter conveying basic employment data, such as a staff member's name, employment status, employment dates, job title and department.
c. Limited Access Documents: is a designation given to sensitive or highly confidential documents. Examples of such documents include appeals decisions, and matters involving misconduct such as investigative reports and disciplinary decision documents. Such documents will be identified by the Human Resources Team or the World Bank Group Human Resources Vice President, and placed in a Limited Access section of Staff Records.
d. Personnel Information: means all documents and information maintained by the Bank Group pertaining to a staff member, including but not limited to Staff Records, Pre-Appointment Records, and Working Papers.
e. Pre-Appointment Records: are documents obtained by the Bank Group for use in making recruitment decisions, including letters of reference, interview notes and candidate assessments. Pre-Appointment records are not Staff Records.
f. Selecting Officials: means the supervisor and the person or persons who assist the supervisor in the review of candidates for vacant positions.
g. Staff Records: are a staff member's biographical, work history and leave and attendance data maintained by the Human Resources Vice Presidency and the staff member's benefits, pension, payroll and tax files. Staff Records include Limited Access Documents but do not include Pre-Appointment Records or, except
as otherwise provided in this Rule, Working Papers.

h. **Working Papers**: are the material prepared by supervisors or managers for use in exercising their managerial responsibilities or prepared by Human Resources staff in the performance of their human resources management function for use in making personnel decisions. Except as provided otherwise in this Rule, Working Papers do not become part of Staff Records.

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**SECTION III – SCOPE**

**03. Confidentiality of Personnel Information**

**Confidential Treatment**

3.01 Personnel Information shall not be disclosed by the Bank Group, except as provided in this Rule.

**Disciplinary Action**

3.02 Staff members who engage in unauthorized review or disclosure of Personnel Information in a manner not permitted under this Rule are subject to action under the provisions of Staff Rule 3.00, "Office of Ethics and Business Conduct "EBC").

**04. Access to Personnel Information**

**Access to Staff Records**

4.01 Access to Staff Records shall be as provided below:

a. A staff member may examine his/her own Staff Records, in the presence of the staff member's manager or supervisor, a member of the staff member's Human Resources Team, the Ombudsman, or a staff member of HR Operations, except for that part of the Staff Records containing documents created before January 1, 1983. In addition, staff members shall have direct access to performance review reports completed after April 15, 1981.

b. Supervisors shall have access to the Staff Records of the staff members who report to them.

c. Selecting officials shall have access to the Staff Records (except Limited Access Documents), and the leave and attendance and overtime records of staff members who are candidates for vacancies in the selecting officials’ unit. When selecting officials have identified candidates whom they are prepared to select, they may have access to Limited Access Documents of those candidates.

d. Other officials of the Bank Group who need to consult Staff Records in the performance of their assigned duties, shall have access to the Staff Records relevant to their work. Such officials shall be responsible for maintaining the confidentiality of the information they see.

**Pre-Appointment Records**

4.02 A staff member's manager or supervisor, Human Resources staff, selecting officials and other officials in the Bank Group, shall have access to the Pre-Appointment Records of the staff member as needed in the performance of their duties.

**Working Papers**

4.03 Working Papers shall be accessible as provided in paragraph 4.04 of this Rule. They may also be disclosed by the author to other Bank Group officials as needed in the performance of their duties. The basis for a decision resulting from information recorded in Working Papers shall either be documented and made part of the Staff Records or, alternatively, the author may make the Working Paper relied upon part of the Staff Record.

**Legal Matters**

4.04 Personnel Information is available for use by the Bank Group, or its representatives, in the resolution of legal issues or in any legal or administrative proceedings to which the staff member, or a person claiming upon a right of the staff member, or a beneficiary of the staff member, is a party.

**Recomputation Under Safety Net**
4.05 In case of a request by a staff member for recomputation of a tax allowance under the safety net provisions, only members of the Payroll and Tax Sections and the Bank Group’s internal auditors shall have access to information provided by the staff member as needed in the performance of their duties. The head of the Administrative Expense Division shall also have access to such information in a form that cannot be personally identified with the staff member. The Tax Section shall securely dispose of copies of tax returns upon completion of imaging. The imaged returns will be archived for a period of three years.

05. Disciplinary Matters

Misconduct

5.01 A staff member who has brought an allegation of misconduct against another staff member may be informed of any disciplinary measures imposed under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings," as a result of the allegation. This includes, but is not limited to, staff members who report suspected misconduct or retaliation under Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)," paragraphs 2.06 and 3.02(c). A staff member informed under this section shall not disclose the information to any other person. In addition, the World Bank Group Human Resources Vice President, or his/her designee, may decide that information about disciplinary measures in a particular case should be disclosed to other staff members when the circumstances warrant.

06. Release of Personnel Information to Persons Outside the Bank Group

Persons Outside the Bank Group

6.01 The following Personnel Information may be released to persons outside the Bank Group without the authorization of the staff member concerned and, where specifically noted below, the Bank Group may inform the staff member concerned accordingly and within reasonable time frame as follows:

a. Basic employment data such as name, employment status, employment dates, job title and department in which case, at the discretion of the Manager, HR Operations, or a designated official, the Bank Group may inform the staff member concerned;

b. Compensation and pension information, which may be released to member governments for tax purposes in which case, at the discretion of the Manager, HR Operations, or a designated official, the Bank Group may inform the staff member concerned;

c. Visa status of staff and dependents, which may be reported to governmental authorities;

d. Pension, benefits and salary records, which may be made available to a pension plan administrator, to external auditors and accountants or to a consulting actuary;

e. Information necessary for processing medical, workers' compensation and other insurance claims, including medical insurance coverage information to covered dependents;

f. Benefits information necessary to coordinate exchange or joint benefits programs, and information necessary to coordinate benefit policies with other international organizations;

g. Information on a staff member's salary and benefits (including pension and insurance) to the spouse or domestic partner of a staff member. For purpose of this subparagraph (g), a staff member's salary means the net salary and its estimated gross equivalent in the staff member’s duty station, and benefits including, but not limited to, dependency allowance, assignment allowances, separation grant accrual, termination grant restoration accrual, expatriate benefits, resettlement benefits, unused annual leave benefits, pension, insurance, and identity of the staff member's most recent designation of beneficiaries, if any, for purposes of pension death benefits and Bank Group life insurance benefits. At the discretion of the World Bank Group Human Resources Vice President, or his/her designee, the Bank Group may inform the staff member concerned accordingly;

h. Information on a staff member's salary and benefits (including pension and insurance) as defined above in subparagraph (g) to a former spouse or former domestic partner in connection with legal proceedings adjudicating a staff member's personal legal obligations related to child support or alimony as evidenced by a court order. The World Bank Group Human Resources Vice President, or his/her designee, may decide not to release any information if there is evidence of a manifest lack of due process in the issuance, or bonne fide concerns about the legitimacy, of the court order. In the absence of a court order, the World Bank Group Human Resources Vice President, or his/her designee, in consultation with the Senior Vice President and General Counsel, or his/her designee, may disclose information on a staff member's salary and benefits (including pension and insurance) as defined above in subparagraph (g) based on reasonable indicators - including evidence of ongoing litigation, evidence of absence of response to a prior request, or existence of a minor child or children - that such information is necessary for a fair determination of a staff member’s obligation in respect of child support or alimony, and a determination that the release of such information is not likely to cause undue hardship to the staff member. At the discretion of the World Bank Group Human Resources Vice President, or his/her designee, the Bank Group may inform the staff member concerned accordingly;
member concerned accordingly;

i. Information on a staff member's salary and benefits (including pension and insurance) to any individual for
whom the staff member or retiree has signed or electronically approved an authorization to receive salary
and benefits information, as long as the date of such approval is prior to the date of request for information
identified in this subparagraph (i);

j. Information to vendors who assist Bank Group managers in performance of their assigned duties, if
authorized by the Office of Information Security (OIS) and approved by the World Bank Group Human
Resources Vice President, or his/her designee, after consultation with the Staff Association;

k. The name, nationality, gender and contact information of the spouse or registered domestic partner of a
newly appointed staff member to the World Bank Family Network;

l. The staff member's mailing address information, as contained in Bank Group records, to a judicial,
administrative or civil authority, spouse, former spouse, registered domestic partner, former registered
domestic partner, or their legal representatives, upon receipt by the Bank Group of a certified copy or
original of a request from that judicial, administrative or civil authority, spouse, former spouse, registered
domestic partner, former registered domestic partner, or their legal representatives, in cases of divorce or
family maintenance (including spouse and/or child support);

m. Personnel Information for law enforcement purposes to local or national authorities of member countries if
the Bank Group has reason to believe that laws of a member country may have been violated, in
accordance with procedures set forth in either Staff Rule 3.00, "Office of Ethics and Business Conduct
(EBC)," paragraph 8.06, or Staff Rule 8.01, "Disciplinary Proceedings," paragraph 6.01; and

n. Personnel Information regarding a staff member’s misconduct and resulting disciplinary measures to
governmental bodies of member countries and to public international organizations, in accordance with
procedures set forth in either Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," paragraph
8.06, or Staff Rule 8.01, "Disciplinary Proceedings," paragraph 7.01.

6.02 Where a staff member places a matter related to Bank Group employment at issue before a forum outside the
Bank Group, the Bank Group may disclose Personnel Information to the forum used by the staff member if the
World Bank Group Human Resources Vice President decides, in consultation with the Vice President for External
Affairs, and the Senior Vice President and General Counsel, and, for cases involving MIGA staff, MIGA's Executive
Vice President and CEO and MIGA’s Director and General Counsel decides, that it is necessary for the Bank
Group or MIGA, as applicable, to respond to claims made by the staff member. For cases involving IFC staff, the
IFC may disclose Personnel Information to the forum used by the staff member if the Vice President, Corporate
Strategy & Resources for IFC decides, in consultation with the IFC Vice President and General Counsel, that it is
necessary for the IFC to respond to claims made by the staff member.

6.03 Personnel Information may also be disclosed outside the Bank Group in response to inquiries from or reports
in the media, if the World Bank Group Human Resources Vice President decides, in consultation with the Vice
President for External Affairs, the Senior Vice President and General Counsel, and, for cases involving IFC staff,
MIGA's Executive Vice President and CEO and MIGA’s Director and General Counsel decides, that:

   a. disclosure is necessary to correct false or misleading information, or
   b. the reputation of the Bank Group or MIGA, as applicable, will be damaged without such a disclosure.

For cases involving IFC staff, Personnel Information may also be disclosed outside the IFC in response to inquiries
from or reports in the media, if the Vice President, Corporate Strategy & Resources for IFC decides, in consultation
with the IFC Vice President and General Counsel, that:

   a. disclosure is necessary to correct false or misleading information, or
   b. the reputation of the IFC will be damaged without such a disclosure.

6.04 Personnel Information disclosed under paragraph 6.03(a) of this Rule, shall be limited to facts that relate
directly to the false or misleading information. Personnel Information disclosed under paragraph 6.03(b) of this
Rule, shall be limited to facts that are necessary to protect the Bank's reputation. Efforts shall be made to
safeguard confidentiality of the staff member concerned to the extent possible. The staff member concerned shall
be notified of what information was disclosed and to whom within 30 calendar days after the disclosure is made.

6.05 Other than as provided in this Rule, the Bank Group will not release Personnel Information to outside parties,
including member countries and their representatives, without the staff member's authorization, except in cases of
emergency situations. In such cases, the staff member will be notified as soon as reasonably possible of what
information is released and to whom.

Letter of Verification

6.06 When a current or former staff member names the Bank Group on an employment or other application, a
Letters of Reference

6.07 Individual staff members of the Bank Group may provide letters of reference for current or former staff members if the letter states clearly that they are speaking on a personal basis and not on behalf of the institution.

07. Review of Staff Records

Review of Staff Records Created On or After January 1, 1983

7.01 A staff member may review and photocopy his/her Staff Records created on or after January 1, 1983, in the presence of the staff member’s supervisor or manager, a member of the staff member's Human Resources Team, the Ombudsman, or a staff member of HR Operations. In a Country Office, the staff member may ask his/her supervisor to request that a copy of the Staff Records created on or after January 1, 1983, or part thereof, be sent from Headquarters for review. Requests for corrections and clarifications to Staff Records may be made under the procedures in paragraph 7.03 of this Rule.

Third Party Review of Documents Created Prior to 1983

7.02 A staff member may request review of these documents by the staff member's supervisor or manager, a member of the staff member's Human Resources Team, the Ombudsman, or a staff member of HR Operations. Requests for corrections and clarifications to such documents may be made under the procedures in paragraph 7.03 of this Rule.

Corrections and Clarifications of Staff Records

7.03 A staff member may submit a written request for the correction or clarification of the Staff Record to a member of the staff member's Human Resources Team or to HR Operations if the staff member believes that the Staff Record is incomplete or incorrect. Such requests for correction or clarification shall be made a part of the Staff Record.

08. Retention of Staff and Pre-Appointment Records

Records of Personnel Actions, Personal History Forms, and Benefits Records

8.01 Records of Personnel Actions, Personal History Forms, and benefits records, and documents related to such forms or records, shall be retained indefinitely.

Performance Reports and Other Evaluative Documents, Disciplinary Decisions, and Limited Access Documents

8.02 Performance reports and other evaluative documents, decisions related to disciplinary actions, and Limited Access Documents shall be retained in the Staff Records indefinitely, unless otherwise decided by the World Bank Group Human Resources Vice President, or his/her designee.

Pre-Appointment Records

8.03 Pre-Appointment Records shall be retained for a minimum of five years from date of appointment.

SECTION IV – EXCEPTION

None
The Issuers, or their designees, may waive any provision of this Rule, with respect to their staff members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI – OTHER PROVISIONS
None

SECTION VII – TEMPORARY PROVISIONS
None

SECTION VIII – EFFECTIVE DATE
This Directive is effective as of the date on its cover page.

SECTION IX – ISSUER
The Issuers of this Rule are:
World Bank Group Human Resources Vice President, HRDVP
IFC Executive Vice President and CEO, CEXVP
MIGA Executive Vice President and CEO, MIGEX

SECTION X – SPONSOR
The Sponsors of this Rule are:
Director, Strategy and Operations, HRDAO
Director, IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
Staff Rule 2.02, "Confidentiality of Medical Information and Medical Records"

ANNEX(ES)
None
SECTION I – PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 2.02, "Confidentiality of Medical Information and Medical Records” (hereinafter Rule) sets forth the provisions governing access to medical information maintained by the Health Services Department. This Rule was most recently amended on April 4, 2018.

1.02 This Rule applies to all current and former Staff of the institutions of the World Bank Group.

SECTION II – DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Medical Information means any information acquired by Medical Personnel, whether orally or in writing, relating to the physical or mental condition of any individual.

b. Medical Personnel means all members of the Health Services Department and health professionals employed by the World Bank Group to perform services for the Health Services Department on a contractual or fee-for-service basis.

c. Medical Record means Medical Information which is maintained separately from other records of the World Bank Group by the Health Services Department.

d. Other Person means any person, other than a Staff Member, who has consulted with or been examined by the Health Services Department.

e. Unconnected Person means any person who is neither a Staff Member nor an Other Person as defined in paragraph 2.01 (d) of this Rule.

SECTION III – SCOPE

03. Confidentiality of Medical Information

3.01 Medical Information shall not be disclosed by Medical Personnel to anyone including other Staff Members,
Other Person, or Unconnected Person except as specifically authorized in writing by the Staff Member or Other Person to whom it relates, or as provided in this Rule.

**Disciplinary Action**

03.02 Unauthorized review or disclosure of Medical Information in a manner not permitted by this Rule is subject to action under the provisions of Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)."

**04. Disclosure of Medical Information to the Staff Member or Other Person Who Has Been Examined**

**Medical Examination**

4.01 The Director, Health Services Department, or his/her designee, shall inform every person who has been examined by the Health Services Department of any findings, whether or not adverse, that come to light as a result of the medical examination.

**Medical Record**

4.02 Upon written request to the Director, Health Services Department, or his/her designee, a Staff Member or Other Person shall be allowed to review and photocopy all documents in their Medical Record.

**05. Disclosure of Medical Information to Others**

**Scope of Medical Information Disclosed**

5.01 Medical Information made available pursuant to this Section shall be limited to the particular Medical Information needed.

**Fitness for Duty**

5.02 The Director, Health Services Department, or his/her designee, without disclosing individual clinical findings, may convey conclusions regarding fitness for duty or fitness for duty subject to necessary job restrictions to the World Bank Group Human Resources Vice President, the Staff Member's Manager, or a Designated Official. Such conclusions shall be conveyed to the Staff Member concerned in advance.

**Judicial and Administrative Proceedings**

5.03 When a Staff Member or Other Person has placed his/her medical condition at issue, by raising a claim or defense involving that medical condition in connection with a fitness for duty determination or in a judicial, Peer Review Panel, or Administrative Tribunal proceeding, relevant Medical Information from that Staff Member or Other Person's Medical Record shall be made available by the Health Services Department to the Legal Department of the World Bank Group and for use by the World Bank Group, or legal representatives of the World Bank Group. In the case of a Peer Review Service or an Administrative Tribunal proceeding, the Staff Member or Other Person shall first be notified in writing of the decision to release Medical Information to the Legal Department. However, no release of Medical Information shall be made if the Staff Member or Other Person informs the Director, Health Services Department, in writing within three working days after receipt of notification, that s/he has requested withdrawal or dismissal of his/her Peer Review Service or Administrative Tribunal action, or, in the case of an action involving multiple claims or defenses, withdrawal or dismissal of those claims or defenses involving a medical condition.

**Insurance Matters**

5.04 Subject to a determination by the Director, Health Services Department, or his/her designee, regarding need and relevance, Medical Information relating to a particular Staff Member or Other Person may be made available by the Director, Health Services Department, or his/her designee, to the Pension Administration, when needed, for use by the World Bank Group, or by insurance carriers providing coverage for the World Bank Group, in the resolution of issues relating to insurance, including general liability insurance, medical malpractice insurance, and automobile liability insurance.

**Eligibility for Disability Pension**
5.05 Medical Information for determining the eligibility of a Staff Member for disability pension benefits under the Staff Retirement Plan or for determining disability insurance benefits as provided in Staff Rule 6.22, "Disability Insurance Program," may be forwarded to the Pension Plan Administrator or the Disability Insurance Administrator respectively. Except as required in the administration of the Staff Retirement Plan, such Medical Information shall be maintained on a confidential basis.

Emergency Situation

5.06 When, in the opinion of the Director, Health Services Department, or his/her designee, disclosure of Medical Information concerning a Staff Member or Other Person is essential in light of a perceived threat of harm to that Staff Member or Other Person or of other Staff Members or an Unconnected Person, to assist in the maintenance of public health and well-being of the community, or to observe any legal or regulatory requirement, the Director, Health Services Department, or his/her designee, may disclose such medical information as in his/her professional judgment is deemed appropriate based on the circumstances.

Coordination of Care

5.07 The Director, Health Services Department, or his/her designee, may disclose Medical Information concerning a Staff Member or Other Person to other members of the Health Services Department, when necessary, to facilitate the coordination of care of the Staff Member or Other Person within the Health Services Department or as required under paragraph 5.6, "Emergency Situation," of this Rule.

Case Management

5.08 When necessary to facilitate case management, when health issues may impact the employment or personal situation of a Staff Member, Other Person or Unconnected Person, the Director, Health Services Department, or her/his designee, may consult with the World Bank Group Human Resources Vice President, or her/his designee, or the Senior Vice President and General Counsel, or her/his designee, (and/or their counterparts in the Staff Member's employing WBG organization) and disclose Medical information of a Staff Member or Other Person, as necessary. This Medical Information is limited to information that is directly related to the relevant issue(s), and is not conveyed to any other parties without the prior authorization of the Director, Health Services Department, or her/his designee.

06. Accuracy of Medical Records

Correction of Medical Records

6.01 A Staff Member or Other Person who has consulted with or been examined by the Health Service Department shall be allowed to submit to the Health Services Department a written request for the correction of the Medical Record if it is believed that the Medical Record is inaccurate or incomplete. Such requests for correction shall be made a part of the Medical Record.

07. Retention of Medical Records

7.01 All Medical Records shall be retained for a period of 6 years after a Staff Member's separation from the World Bank Group.
SECTION VII – TEMPORARY PROVISIONS
None

SECTION VIII – EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX – ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
IFC Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION X – SPONSOR
The Sponsor of this Rule is the Director, Health Services Department, HRDHS

SECTION XI – RELATED DOCUMENTS
No Related Documents

ANNEX(ES)
None
03 General Obligations of Staff Members
03.00 Office of Ethics and Business Conduct (EBC)

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," (hereinafter "Rule") defines the functions of the Office of Ethics and Business Conduct (EBC). This Rule was most recently amended on April 13, 2018.

1.02 A commitment to core values and high ethical standards is important to the success of the World Bank Group ("Bank Group"). EBC promotes the development and application of the highest ethical standards by staff members in the performance of their duties with respect to the Bank Group.

1.03 This Rule applies to all staff members, as defined in Staff Rule 1.01, "General Provisions," and Staff Rule 4.01, "Appointment." This Rule shall also apply to former staff members.

SECTION II - DEFINITIONS

1.04 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions."

SECTION III - SCOPE

02. The World Bank Group Chief Ethics Officer; Office of Ethics and Business Conduct

2.01 The World Bank Group Chief Ethics Officer, EBC, reports directly to the President or his/her designee and may be removed from office, for cause and through a fair process, only by the President or his/her designee and in consultation with representative members of the staff selected by the World Bank Group Staff Association.

2.02 The World Bank Group Chief Ethics Officer, EBC, shall be appointed by the President or his/her designee, for a period of five years. This appointment maybe renewed by the President, or his/her
designee, for one additional five year term.

2.03 In carrying out its functions under this Rule, EBC shall be free from improper interference, by any official or staff member of the Bank Group. For purposes of this Rule, any control, limitation or penalty, imposed for retaliatory purposes, shall be considered interference. In carrying out its functions, EBC staff shall adhere to the Principles of Staff Employment, Staff Rules, Administrative Manual, Code of Conduct, and other applicable Bank Group policies.

03. Outreach, Communications and Training

3.01 EBC shall conduct outreach, communications and training activities designed to foster awareness of and adherence to ethical obligations of Bank Group staff members.

04. Reporting and Assistance with Policy Improvement

4.01 EBC shall submit periodic reports to the Office of the President providing overviews of EBC’s activities and information on issues and trends relating to the ethics and business conduct functions, including on matters such as concerns raised by staff members, lessons learned in addressing those issues, and the functioning of EBC’s case management system. Such reports may be based on aggregate data and shall maintain any confidentiality protections provided to individuals by EBC, whether in the course of their seeking advice and guidance, of their participating in connection with the resolution of matters under review by EBC, or otherwise.

05. Advice and Guidance

Scope of Advice and Guidance

5.01 EBC shall advise staff members on issues and questions regarding the Principles of Staff Employment, Staff Rules, Administrative Manual, Code of Conduct, and other Bank Group policies, including regarding those matters set forth in paragraph 6.01 of this Rule. EBC may refer staff members to other units within the Bank Group for further advice and guidance.

Contacting EBC

5.02 Staff members seeking advice regarding issues or questions may contact EBC. Staff members are required to contact EBC regarding the resolution of financial conflicts of interest, as provided in Staff Rule 3.03, “Financial Interest and Disclosure,” Section 3, “Disclosure and Resolution of Conflicts of Interest.”

06. Allegations of Misconduct Addressed by EBC

Scope of Allegations Addressed by EBC

6.01 Subject to the exclusions provided in paragraphs 6.02 and 6.03 of this Rule, EBC shall review and assist in the resolution of allegations of misconduct. Misconduct does not require malice or guilty purpose, and it includes failure to observe the Principles of Staff Employment, Staff Rules, Administrative Manual, Code of Conduct, other Bank Group policies, and other duties of employment, including the following acts and omissions:

a. Failure to observe obligations relating to health and safety, personnel information, disclosure of non-public information, information security, and the unauthorized use of Bank Group offices, equipment, computer resources or staff; abuse of authority; absence from duty without justifiable cause; or abuse or misuse of Bank Group funds related to travel, benefits, allowances (including tax allowances), P-Card, petty cash, or property;

b. Reckless failure to identify, or failure to observe, generally applicable norms of prudent professional conduct; failure to perform assigned duties; gross negligence in the performance of assigned duties; performance of assigned duties in an improper or reckless manner; failure to supervise a staff member; or failure to know, and observe, the legal, policy, budgetary,
and administrative standards and restrictions imposed by the Bank Group; undertaking an activity where authority to do so has been denied; or willful misrepresentation of facts intended to be relied upon;

c. Acts or omissions in conflict with the general obligations of staff members set forth in Principle 3, "General Obligations of Staff Members," of the Principles of Staff Employment and Staff Rule 3.01, "Standards of Professional Conduct" through Staff Rule 3.06, "Family Obligations – Spouse and (or) Child Support Obligations and Divorce." Omissions may include failure to file a timely, complete and accurate financial disclosure form;

d. Conviction for acts that are criminal in nature, including theft, forgery, fraud, corrupt practices, use of or possession of illegal drugs, physical assault, or domestic abuse;

e. Harassment; contributing to a hostile work environment; or wrongful discrimination, including on the basis of age, race, color, sex, sexual orientation, national origin, religion or creed;

f. Failure to meet personal legal obligations as required by Bank Group policies, including payment of court-ordered spousal and child support; and

g. Retaliation by a staff member against any person who provides information regarding suspected misconduct or who cooperates or provides information in connection with an investigation or review of allegations of misconduct, review or fact finding, or who uses the Internal Justice Services, including retaliation with respect to reports of misconduct to which Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)" applies.

h. Sexual exploitation and sexual abuse; exchange of money, employment, goods or services for sex (e.g. using the services of sex workers; prostitution), including sexual favors or other forms of humiliating, degrading or exploitative behavior, regardless of the legal status of the activity in the country in which it is committed; and sexual activity with children (persons under the age of 18), regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.

For purposes of this Staff Rule, sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

**Limitation Based on Subject Matter**

6.02 Except in circumstances in which EBC has been expressly designated to review a matter under the provisions of Staff Rule 8.01, "Disciplinary Proceedings," paragraphs 4.02 and 4.04, EBC will not conduct reviews of allegations of misconduct involving:

a. Misuse of Bank Group funds or other public funds (e.g. donor trust funds) for personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, or grant funds;

b. Abuse of position in the Bank Group for the personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, or grant or donor trust funds; or

c. Fraud, corruption, coercion, collusion, or offering, receiving or soliciting bribes, kickbacks or other (e.g., in-kind) personal benefits involving Bank Group financed/supported operations or corporate procurements; embezzlement of funds from Bank Group administrative budgets, loans, credits or grant funds.

Such matters shall be handled by the Integrity Vice Presidency (INT), or otherwise in accordance with the provisions of Staff Rule 8.01, "Disciplinary Proceedings," and any other applicable rules and policies. If at any time the World Bank Group Chief Ethics Officer, EBC, or the Vice President, INT, determines that there is a question as to whether all or any portion of a matter falls within the scope of authority of EBC or that of INT, the World Bank Group Chief Ethics Officer, EBC, and the Vice President, INT, shall consult with each other to resolve the question.

**Other Limitations**
6.03 Except where the President or his/her designee, or the World Bank Group Human Resources Vice President, determines that an alternative reviewer should be designated, EBC shall address matters raised under this Rule. An alternative reviewer may be any person outside of EBC, including an external reviewer from outside of the Bank Group. If the World Bank Group Chief Ethics Officer, EBC, determines that EBC has a conflict of interest in addressing a matter under this Rule, EBC shall refer to the World Bank Group Human Resources Vice President, the determination as to whether an alternative reviewer should be designated to handle the matter. Where a staff member has grounds to believe that reporting suspected misconduct to line management and EBC would subject the staff member to retaliation or create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed, the staff member may report suspected misconduct directly to the World Bank Group Human Resources Vice President, with a request that an alternative reviewer outside of EBC be designated to review the report of suspected misconduct. With respect to reports of suspected misconduct that may threaten the operations or governance of the Bank Group, the provisions of Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)" shall apply.

07. Reporting of Allegations and Concerns Regarding Suspected Misconduct

Reporting Channels

7.01 Staff members are encouraged to report suspected staff misconduct that falls within the scope of matters addressed by EBC, as set forth in Section 6, "Allegations of Misconduct Addressed by EBC," of this Rule, to EBC or to line management, but are not required to do so. A manager who suspects or receives a report of suspected staff misconduct, however, has an obligation to report it either to EBC or, as provided in this Rule, to INT. As provided in Staff Rule 8.01, "Disciplinary Proceedings," paragraph 2.02, a staff member has a duty to report suspected fraud or corruption in Bank Group financed projects or in the administration of Bank Group business to his/her line management or to INT, and a manager who suspects or receives a report of suspected fraud or corruption has an obligation to report it to INT. With respect to reports of suspected misconduct that may threaten the operations or governance of the Bank Group, the provisions of Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)" shall apply. Reports of suspected misconduct involving Board Officials should be submitted to the Ethics Committee of the Board as provided in the Code of Conduct for Board Officials.

Timing of Reporting

7.02 To facilitate effective review and resolution regarding allegations and concerns, staff members are encouraged to report misconduct in a timely manner after becoming aware of such conduct.

Confidentiality of Reporting

7.03 The identity of a staff member who brings a concern or allegation to EBC will be confidential. Confidentiality means that a staff member provides his/her name, but EBC will reveal the source of the allegations outside of EBC only on a need-to-know basis, unless:

a. the staff member consents to disclosure, or
b. the World Bank Group Chief Ethics Officer, EBC, determines that:
   i. the staff member made allegations that were knowingly false or made with reckless disregard as to whether they were true or false, or
   ii. there appears to be a risk of imminent danger or serious harm to individuals or the Bank Group, or
   iii. the Bank Group is requested to disclose such information by a competent judicial authority within a member government and agrees to comply with such request.

Anonymous Reporting

7.04 A staff member who brings a concern or allegation to EBC may choose to remain anonymous. Anonymity means that a staff member does not provide EBC with his/her name. A staff member who chooses to report on an anonymous basis must provide in a timely manner enough information concerning the basis of the allegations and sufficient detail or supporting factual basis that the
matter can be pursued responsibly. Otherwise, the matter usually cannot be pursued further. Even where anonymous allegations are sufficiently detailed or supported to permit responsible further actions to resolve the matter as provided in this Rule, no final finding of misconduct will be made based solely on the anonymous allegations without corroboration. Providing information to EBC on a confidential or anonymous basis does not in any way restrict the Bank Group’s authority to address the matters raised, including possible misconduct by the staff member providing the report. Staff members are encouraged to report in a manner that will facilitate effective fact finding and resolution, which in general will mean confidential, rather than anonymous, reporting.

Knowingly False or Reckless Allegations

7.05 Staff members shall not bring allegations under this Rule that are knowingly false or made with reckless disregard as to whether they are true or false. Doing so shall subject the staff member making such allegations to proceedings under this Rule.

Prohibition of Retaliation

7.06 Retaliation by a staff member against any person who provides information regarding suspected misconduct, who cooperates or provides information in connection with a preliminary inquiry or investigation conducted under Staff Rule 8.01, "Disciplinary Proceedings," or in connection with an initial review or subsequent procedures set forth in Sections 8 through 10 of this Rule, or who uses the Internal Justice Services, is expressly prohibited and shall result in proceedings under this Rule. This prohibition against retaliation extends also to retaliation against any person because such person was believed to be about to report misconduct or believed to have reported misconduct, even if such belief is mistaken.

08. Reviews of Allegations of Misconduct

Preliminary Enquiries

8.01 If EBC receives an allegation within the scope of Section 6, "Allegations of Misconduct Addressed by EBC," of this Rule, or if the basis for any such allegation otherwise comes to EBC’s attention, EBC shall undertake an initial review. Alternatively, EBC may request that line management (at the level of the manager of the supervisor of the staff member whose conduct is at issue or above) conduct the initial review. Based on the initial review, EBC may conduct a further review of the matter by:

a. Assisting the parties concerned in reaching a resolution of the matter acceptable to all parties concerned, in accordance with paragraph 9.01 of this Rule;

b. facilitating a process whereby a staff member whose conduct is at issue may voluntarily agree to a resolution of the matter in accordance with paragraph 9.02 of this Rule; or

c. conducting a fact finding in accordance with Section 10, "Fact Finding," of this Rule.

Alternatively, EBC may request that line management (at the level of the manager of the supervisor of the staff member whose conduct is at issue or above) conduct the procedures provided for in Section 9, "Closing Cases by Agreement," and Section 10, "Fact Findings," of this Rule. EBC may at any time determine that an initial or further review will be conducted by the World Bank Group Chief Ethics Officer, EBC, or a designated EBC official. The World Bank Group Chief Ethics Officer, EBC, or a designated EBC official, may at any time decline to consider a matter further if it is determined that there is insufficient factual basis to warrant further consideration.

Notice and Right to Respond

8.02 A staff member whose conduct is at issue will be notified in writing of the allegations against him/her, and of the staff member’s rights and obligations, at the onset of any of the procedures set forth in clauses (a), (b), or (c) of paragraph 8.01 of this Rule. A staff member has a right to respond to the allegations made against him/her, either orally or in writing, or both, and may be required to do so within a reasonable period of time. The amount of time allowed a staff member to respond in writing will take into account the complexity and seriousness of the matter, but will not be less than
10 business days.

**Gathering of Information**

8.03 The person conducting the preliminary enquiry or further review may at any time obtain information believed to be relevant to allegations made under this Rule, including personnel information and other records and documents, and may consult with persons who are believed to have knowledge or information that may assist in the resolution of the issues and questions raised.

**Cooperation**

8.04 A staff member who is the subject of a preliminary enquiry or a further review has a duty to cooperate with the person conducting the review. A staff member believed to have knowledge relevant to a preliminary enquiry or a further review also has a duty to cooperate, unless the staff member shows a sufficient reason to justify failure to cooperate, as determined by the World Bank Group Chief Ethics Officer, EBC, or a designated EBC official. Cooperation includes providing the person conducting the review with any information or materials in the staff member's possession that would support a belief that misconduct alleged under this Rule has occurred, and staff members reporting alleged misconduct are encouraged to provide such information in their reports. Failure or refusal to cooperate may constitute a violation of this Rule and may subject the staff member to proceedings under this Rule.

**Administrative Leave**

8.05 The World Bank Group Human Resources Vice President may, pursuant to Staff Rule 6.06, "Leave," Section 9, "Administrative Leave," place a staff member on Administrative Leave pending completion of a preliminary enquiry or further review. Administrative Leave can last up to six months, and can be extended when the World Bank Group Human Resources Vice President determines that additional time is needed to complete such preliminary enquiry or further review. A staff member will be notified in writing of the decision to place him/her on Administrative Leave, the reason for the decision, and the duration of the administrative leave.

**Referral of Matters for Law Enforcement Purposes and Disclosure of Information to Member Countries and Public International Organizations**

8.06 The Bank Group may disclose information obtained in the course of a review of alleged misconduct to local or national authorities for law enforcement purposes in accordance with Staff Rule 2.01, "Confidentiality of Personnel Information," paragraph 6.01 (m), in accordance with the procedures set forth in Staff Rule 8.01, "Disciplinary Proceedings," paragraph 6.01. The Bank Group may also disclose information obtained in the course of a review of alleged misconduct to governmental bodies of member countries and to public international organizations in accordance with Staff Rule 2.01, "Confidentiality of Personnel Information," paragraph 6.01 (n), in accordance with the procedures set forth in Staff Rule 8.01, "Disciplinary Proceedings," paragraph 7.01.

**09. Closing Cases by Agreement**

**Closing Cases with No Further Action**

9.01 The World Bank Group Chief Ethics Officer, EBC, or a designated EBC official, and the staff member raising a concern, any staff member whose conduct is at issue, and any other concerned parties as identified by EBC, may mutually agree to attempt to address the matter informally. If EBC and the parties concerned reach an understanding of the matter at issue and mutually agree that no further action by EBC is necessary, EBC shall document that fact and shall not take any further action on the matter at that time. Alternatively, a line manager who has been requested by EBC to perform this function, and the staff member raising a concern, any staff member whose conduct is at issue, and any other concerned parties as identified by EBC, may mutually agree to attempt to address the matter informally. If the line manager and the parties concerned reach an understanding of the matter at issue and mutually agree that no further action by EBC or the line manager is necessary, and if EBC concurs, EBC shall document that fact and neither EBC nor the
line manager shall take any further action on the matter at that time. Alternatively, EBC may refer to other resources cases that may benefit from the involvement of a third party.

**Closing Cases with Binding Resolution**

9.02 If the World Bank Group Chief Ethics Officer, EBC, or a designated EBC official, determines that a matter could be effectively resolved through an agreement with a staff member whose conduct is at issue, EBC may offer this option to the staff member. Alternatively, if a line manager who has been requested by EBC to perform this function determines that a matter could be effectively resolved through an agreement with a staff member whose conduct is at issue, the line manager may, subject to EBC’s concurrence, offer this option to the staff member. Any such agreement shall require the agreement of the staff member’s manager at the Director level or above and the concurrence of the World Bank Group Human Resources Vice President or his/her designee. Such an agreement may include factual findings, and may require the staff member to participate in performance management measures or may subject the staff member to disciplinary measures. Any such agreement shall be recorded in writing and shall be binding. The factual findings contained in such an agreement may be used in consideration of future performance management or disciplinary actions, provided that such measures or disciplinary proceedings are not based wholly on facts set forth in such agreement.

10. **Fact Findings**

**Decision to Conduct a Fact Finding**

10.01 If the World Bank Group Chief Ethics Officer, EBC, or a designated EBC official, determines that there is a sufficient basis to believe that facts may develop that would effectively be addressed through performance management measures or disciplinary measures, or that a fact finding may otherwise be useful in understanding and resolving the matter, EBC, or a line manager requested by EBC to perform this function, may conduct a fact finding to determine further information regarding the substance and circumstances of the matter.

**Assistance During a Fact Finding**

10.02 A staff member against whom the allegations at issue have been made may be accompanied at interviews in the course of a fact finding by another staff member who is reasonably available, who is not connected to the matter under review, and who is approved in advance by the World Bank Group Chief Ethics Officer, EBC. The presence of such a person will not relieve a staff member of the obligation to respond personally in the matter under review. Members of any Legal Vice Presidency or Legal Department of the Bank Group may not represent, advise or otherwise assist a staff member in connection with fact findings under this Rule.

**Summary of Findings**

10.03 If at the end of the fact finding process the person conducting the fact finding determines to recommend that the allegations be addressed through performance management measures or disciplinary measures, a written summary of factual findings and recommendations will be prepared. If the person who conducted the fact finding was a line manager requested to do so by EBC, the recommendations included in the written summary shall be subject to EBC’s concurrence.

**Performance Management Recommendations, Decisions and Notifications**

10.04 If the World Bank Group Chief Ethics Officer, EBC, or a designated EBC official, recommends that the matter be further addressed through performance management actions, EBC will consult with the staff member, the staff member's manager, and the responsible Manager, Human Resources Team (IBRD/MIGA)/Manager, Human Resources, Client Services, (IFC), to determine appropriate measures to address the concerns. Alternatively, if a line manager whom EBC has requested perform this function recommends that the matter be further addressed through performance management actions, the line manager will consult with the staff member, the staff member's manager, and the relevant Manager, Human Resources Team (IBRD/MIGA)/Manager,
Human Resources, Client Services, (IFC), to determine, subject to EBC's concurrence, appropriate measures to address the concerns. The staff member's manager shall confirm the outcome of the consultation in a memorandum to the staff member, with a copy provided to the Manager, Human Resources Team (IBRD/MIGA)/Manager, Human Resources, Client Services, (IFC), and to EBC for filing in the Limited Access Section of the staff member's Staff Records.

Disciplinary Measures Recommendations

10.05 If the person conducting the fact finding recommends that the matter be addressed through the imposition of one or more disciplinary measures, the staff member whose conduct is at issue shall be provided with a written summary of factual findings and recommendations. This staff member shall be given an opportunity to comment on the findings, and these comments shall be reviewed to determine whether they warrant any modification to the recommendations on the matter. The amount of time allowed a staff member to comment will take into account the complexity and seriousness of the matter, but will not be less than 10 business days. The summary, along with the staff member's comments and a response from the person conducting the fact finding, will be submitted to the World Bank Group Human Resources Vice President for a decision. Alternatively, if the fact finding has been conducted by a line manager, the line manager will determine whether misconduct has occurred and, if so, may censure the staff member either orally or in writing, subject to the concurrence of EBC. If the line manager believes the discipline should be something other than oral or written censure, the line manager will, subject to the concurrence of EBC, make a recommendation to the World Bank Group Human Resources Vice President, regarding a decision on the finding of misconduct and the discipline to be imposed.

Disciplinary Measures

10.06 Depending on the circumstances of the matter, one or more of the following disciplinary measures may be taken by the Bank Group when misconduct is determined to have occurred, provided the determination is made within three years from the date that the misconduct on which the disciplinary measure is based is discovered, except that no time limitation will apply to a determination of misconduct for which mandatory termination is to be imposed:

a. Oral or written censure;
b. Suspension from duty with pay, with reduced pay, or without pay;
c. Restrictions on access to the Bank Group's premises;
d. Restitution, compensation or forfeiture payable to the Bank Group from a staff member's pay or benefits, or through a reduction or elimination of a salary increase in respect of a prior year in which it is later determined misconduct occurred, either to penalize a staff member or to pay the Bank Group for losses attributable to misconduct;
e. Removal of privileges or benefits, whether permanently or for a specified period of time;
f. Reassignment;
g. Assignment to a lower level position;
h. Demotion without assignment to a lower level position;
i. Reduction in future pay, including the withholding of future pay increases;
j. Ineligibility for promotion, whether permanently or for a specified period;
k. Termination of appointment;
l. Loss of future employment and contractual opportunities with the Bank Group; and
m. When the financial disclosure form that is submitted pursuant to the requirements set forth in Staff Rule 3.03, "Financial Interest and Disclosure," is not timely, complete or accurate, in addition to the disciplines described above, a fine to the staff member in accordance with Staff Rule 3.03, "Financial Interest and Disclosure," paragraph 3.06.

Suspension of Payment of Benefits Due Upon Termination

10.07 If a staff member terminates from service while a misconduct review is ongoing, the World Bank Group Human Resources Vice President may suspend payment of all benefits due to the staff member upon termination, except for benefits due under the Staff Retirement Plan, until a decision on misconduct is made provided that:

a. there is a reasonable basis to believe that the staff member may be required to pay
restitution or to otherwise compensate the Bank Group for financial losses attributable to the staff member's actions;
b. the suspended funds will earn interest at the savings account rate offered by the Bank Fund Credit Union during the period of the suspension, if posted in Headquarters, and the local savings account rate determined by the head of the country office, if posted in a country office;
c. suspension of payment is unlikely to cause undue hardship for the staff member;
d. the staff member is notified of the decision to suspend payment of benefits, the reasons for the suspension, and of the right to appeal the decision directly to the Administrative Tribunal; and
e. payment of benefits shall not be suspended for longer than one year, except where the World Bank Group Human Resources Vice President determines that additional time is needed to complete an investigation.

10.08 If the staff member is determined to owe funds to the Bank Group when a decision on misconduct is made, those funds may be deducted in full from any benefits suspended under paragraph 10.07 of this Rule. If the staff member is determined not to owe funds to the Bank Group, the benefits shall be paid to the staff member in full, plus interest, within 30 days from the date that the decision on misconduct is made.

Imposition of Disciplinary Measures

10.09 Upon a finding of misconduct, disciplinary measures, if any, imposed by the Bank Group on a staff member will be determined on a case-by-case basis. Any decision on disciplinary measures will take into account such factors as the seriousness of the matter, any extenuating circumstances, the situation of the staff member, the interests of the Bank Group, and the frequency of conduct for which disciplinary measures, as provided in paragraph 10.06 of this Rule may be imposed. Subject to the provisions of paragraph 10.10 of this Rule, termination of service will be mandatory, where it is determined that any of the following misconduct has occurred:

a. Misuse of Bank Group funds or other public funds for the personal gain of oneself or another in connection with Bank Group activities or employment, or abuse of position in the Bank Group for the personal gain of oneself or another;
b. Conviction of a felonious criminal offense; or
c. Refusal by the staff member to file a timely, complete and accurate financial disclosure form without reasonable justification acceptable to EBC.

Review of Mandatory Termination of Service

10.10 Where termination is mandatory under this Rule, the President or his/her designee appointed to review the case, retains full and sole discretion to determine otherwise based on particular circumstances – i.e., where an act is a felony in one jurisdiction but not in most others, or where there has been a manifest lack of due process in the relevant case.

Disciplinary Measures Decision

10.11 The World Bank Group Human Resources Vice President, will decide, after consultation with the staff member's manager and based on EBC's findings, whether conduct warranting the imposition of disciplinary measures on a staff member occurred and what, disciplinary measures should be imposed. Where there is conflict of interest for the World Bank Group Human Resources Vice President, a Managing Director, or the President or his/her designee shall make the decision.

Notification of Disciplinary Measures Decision

10.12 The staff member whose conduct is at issue will be notified of the decision, the disciplinary measures, the reasons for their imposition, and the right to appeal. Except where the measure is oral censure, the notification will be in writing.

11. Special Provision for Disciplinary and Decision Making Process in Matters Involving
Failure to Comply with Financial Disclosure Requirements

Application

11.01 This Section sets forth special provisions regarding failure to comply with financial disclosure requirements as described in Staff Rule 3.03, "Financial Interest and Disclosure," and supersedes, for these matters, the procedures described in Sections 6 through paragraph 10.04 of this Rule.

Special Provision

11.02 EBC shall notify a staff member in writing if the staff member fails to file a financial disclosure form by the annual filing deadline set by EBC, or if the staff member fails to provide requested additional information by the due date. EBC shall have the authority to impose fines, in accordance with Staff Rule 3.03, "Financial Interest and Disclosure," paragraph 3.06. In addition, after EBC notifies the staff member in writing of his/her failure to submit a timely, complete, and accurate financial disclosure form or provide additional information as requested, EBC will submit to the World Bank Group Human Resources Vice President, the record of EBC's communications with a staff member whenever, without a justification acceptable to EBC, a staff member does not submit a timely, complete, and accurate financial disclosure form or does not provide additional information as requested, as required by Staff Rule 3.03, "Financial Interest and Disclosure." The World Bank Group Human Resources Vice President, will decide, based on the record, whether the staff member's noncompliance constitutes misconduct and, if so, what other disciplinary measures to impose in addition to fines imposed by EBC.

12. Special Provision for Disciplinary and Decision Making Process in Matters Involving Failure to Meet Personal Legal Obligations as Required by Bank Group Policies

Application

12.01 This section sets forth special provisions for the disciplinary and decision making process in matters involving a staff member's failure to meet personal legal obligations as required by Bank Group policies, including (a) payment of court-ordered spouse and/or child support, and (b) income tax levies or liens, except those tax levies or liens involving tax years for which the staff member was paid an allowance by the Bank Group, in which case Sections 6 through 10 of this Rule shall apply. For all other personal legal obligations, this Section 12 supersedes the procedures set forth in Sections 6 through paragraph 10.04 of this Rule.

Special Provision

12.02 EBC shall notify a staff member in writing if the staff member fails to demonstrate compliance with his/her personal legal obligations as required by Bank Group policies and as set forth in paragraph 12.01 of this Rule. After EBC notifies the staff member in writing of his/her failure to demonstrate that compliance, EBC will submit to the World Bank Group Human Resources Vice President, the record of EBC's communications with a staff member whenever, without a justification acceptable to EBC, a staff member failed to demonstrate compliance with his/her personal legal obligations as set forth in paragraph 12.01 of this Rule. The World Bank Group Human Resources Vice President, will decide, based on the record, whether the staff member's noncompliance constitutes misconduct and, if so, what disciplinary measures, from Section 10 of this Rule, to impose.

SECTION IV - EXCEPTION

None

SECTION V - WAIVER

The Issuer may waive any provision of this Rule, with advice from the World Bank Group Chief
Ethics Officer, EBC.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of April 13, 2018.

SECTION IX - ISSUER
The Issuer of this Rule is the President, IBRD/IDA, IFC and MIGA, EXC

SECTION X - SPONSOR
The Sponsor(s) of this Rule are:
Managing Director and WBG Chief Administrative Officer
IFC Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION XI - RELATED DOCUMENTS
Directive/Procedure, "Conduct of Disciplinary Proceedings for EBC Investigations"
Staff Rule 2.01, "Confidentiality of Personnel Information"
Staff Rule 8.01, "Disciplinary Proceedings"
Directive/Procedure, "Conduct of Disciplinary Proceedings for INT Investigations"
Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)"

ANNEX(ES)
None

Attention:
Questions regarding this Rule should be addressed to the World Bank Group Chief Ethics Officer, EBC.
03 General Obligations of Staff Members
03.01 Standards of Professional Conduct

SECTION I - PURPOSE AND APPLICATION

SECTION II - DEFINITIONS

SECTION III - SCOPE

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SECTION V - WAIVER

SECTION VI - OTHER PROVISIONS

SECTION VII - TEMPORARY PROVISIONS

SECTION VIII - EFFECTIVE DATE

SECTION IX - ISSUER

SECTION X - SPONSOR

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 3.01, "Standards of Professional Conduct," (hereinafter "Rule") sets forth provisions specifying the standards of professional conduct required of staff members. This Rule was most recently amended on September 19, 2016.

1.02 The purpose of this Rule is to ensure that staff members adhere to the high standards of professional conduct expected of international civil servants. Staff members who have questions about the application of ethical rules in particular circumstances should seek advice from the Office of Ethics and Business Conduct (EBC).

1.03 This Rule applies to all staff members except where otherwise specified. It also applies, where specified, to former staff members and immediate family members (as defined in Staff Rule 1.01, "General Provisions").

SECTION II - DEFINITIONS

1.04 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Close Relatives: Family members as defined in Staff Rule 4.01, "Appointment," paragraph 5.03, "Close Relatives," and includes both Category I and Category II Relatives.

b. Work-Related Gift: Any personal benefit of value such as gifts, free or discounted services, favors, entertainment or hospitality (meals or accommodations) by organizations, officials or members of the public with whom a Bank Group staff member is in contact through his or her employment with the Bank Group.

SECTION III - SCOPE

02. Compliance

2.01 Upon appointment, each staff member shall file with the Manager, HR Operations, a statement representing that s/he has read and will comply with Principle 3, "General Obligations of Staff Members," under the "Principles of Staff Employment," and Staff Rules 3.01 to 3.06 ("General Obligations of Staff Members") inclusive.

2.02 Each staff member may be required to complete periodic training regarding the requirements of Principle 3, "General Obligations of Staff Members," under the "Principles of Staff Employment," and Staff Rules 3.01 to 3.06 ("General Obligations of Staff Members") inclusive. The Office of Ethics and Business Conduct (EBC) is
responsible for conducting this training. To facilitate compliance with this Rule and to complement such training, this Rule will be communicated periodically to all staff members.

2.03 Where this Rule affects the interests and activities of a member or members of a staff member's immediate family or requires disclosures pertaining to them, the staff member shall use his best efforts to be informed as to those activities and interests, to secure compliance with this Rule and to make disclosures to the best of his/her knowledge.

03. Duty of Care

3.01 Staff members must comply with the obligations embodied in the "Principles of Staff Employment," the "Staff Rules," and all other policies and procedures of the Bank Group, as applicable.

3.02 In complying with such obligations, including, as applicable, fiduciary obligations for overseeing the use of internal and external funds, staff members shall carry out their duties with care and honesty. Staff members will be held accountable for failure to do so and will be subject to disciplinary action under either Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings," whichever is applicable if they are found to have:

i. committed an ethical breach;
ii. administered funds for purposes other than those intended (as provided for in written documents addressing the use and administration of the funds) without written authorization from their managers (as defined in Staff Rule 1.01, "General Provisions");
iii. administered funds with reckless disregard for economy and efficiency; or
iv. engaged in fraudulent or corrupt acts.

04. Supervisory Relationships

4.01 Supervisors shall at all times treat staff in a fair and unbiased manner. Treatment of staff shall not be influenced by personal ties between the supervisor and the staff member, nor shall it be influenced by the race, nationality, sex, religion, political opinions, or sexual orientation of the supervisor or staff member.

4.02 A sexual relationship between a staff member and his/her direct report, or direct or indirect manager or supervisor is considered a de facto conflict of interest. The manager/supervisor shall be responsible for seeking a resolution of the conflict of interest, if need be in consultation with management, who will take measures to resolve the conflict of interest. Failure to promptly resolve the conflict of interest may result in a finding of misconduct.

05. Disclosure and Use of Non-Public Information

5.01 Staff members and former staff members in possession of non-public information obtained in the course of Bank Group employment shall not, without written authorization from a senior manager, disclose to any third party for any reason or otherwise use such information in furtherance of a private interest or the private interest of any other person or entity. These obligations continue after separation from Bank Group service. "Non-public information" is defined as information generated by the Bank Group that has not been approved for release outside the Bank Group in accordance with the Bank Group's Rules.

5.02 Staff members may be required to sign agreements with governments, and other entities or persons, for the protection of the secrecy of proprietary information made known to them by reason of their Bank Group employment.

5.03 Qualified external reports of suspected misconduct that are made by staff members in accordance with Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)," paragraph 4.02, and consistent with any confidentiality obligations to concerned third parties pursuant to paragraph 5.02 of this Rule, shall not be considered as a breach of staff members' obligations with regard to the disclosure and use of non-public information under paragraph 5.01 of this Rule.

06. Instructions and Remuneration from Outside Sources

6.01 Except as otherwise required to perform Bank Group assignments involving service to other entities, staff members owe their duty entirely to the Bank Group and to no other authority. Accordingly, staff members may not accept instructions relating to the performance of their duties with the Bank Group from any governments or other external entities or persons except where performing duties for others pursuant to:
a. the terms of an Executive Director's Advisor Appointment;
b. an External Service Assignment;
c. during Leave Without Pay; or
d. the provisions of Staff Rule 3.04, "Bank Group Endorsed Activities with External Entities."

6.02 Except when holding Special Assignment Appointments, or if the staff member is on External Service without Pay or on Leave without Pay in order to accompany a spouse on a Bank assignment, staff members may not accept any remuneration from governments or other external entities or persons in connection with their appointment to or service with the Bank Group.

07. Appearances before Legislatures of Member Countries and Public Statements

7.01 Except as provided in this Rule, Staff members may not testify in person or in writing before national or other legislatures without written authorization from the staff member's Vice President, in consultation with the General Counsel of the applicable Bank Group organization and the Vice President, External Affairs. Such authorization may be granted in exceptional circumstances of institutional significance, but only so long as the testimony concerns factual matters based on the Bank Group's work, is not compulsory, is permissible under the Bank Group organization's disclosure policy, and has been requested or endorsed by the executive branch of the government concerned. The authorization may limit the manner or scope of testimony.

7.02 Public statements, other than testimony before national or other legislatures, on issues which concern Bank Group policies and activities or which may generally affect the Bank Group's public image or relationship with member governments must be cleared in accordance with the procedures set out in Administrative Manual Statement 14.20, "Public Statements of Staff Members."

08. Political Activity

8.01 It is recognized that staff members have a legitimate interest in the civic and political affairs of the country of which they are citizens. However, the degree to which they become actively involved in politics must necessarily be limited by their status as international civil servants. In particular, staff members shall not identify themselves as World Bank staff members when engaging in any political activity. Provided these activities are carried out in an entirely private capacity, permissible political activities include, but are not limited to:

a. belonging to national political parties;
b. making legal political contributions;
c. voting;
d. contacting elected representatives;
e. participating in local community affairs;
f. participating in peaceful demonstrations.

8.02 Staff members present in the course of their Bank Group employment in a country, where they are not citizens, may not belong to a political party or engage in any overt partisan political activity, but may

a. participate in local community affairs;
b. participate in peaceful demonstrations; provided these activities are carried out in an entirely private capacity and without identifying themselves as World Bank Group staff members.

09. Public Office

9.01 A staff member who evidences intent or undertakes by conduct or stated decision to become a candidate for or accept an appointment to national public office shall resign from the service of the Bank Group.

9.02 Except with the prior approval of the Outside Interests Committee, a staff member may not be a candidate for, or accept appointment to, any other public office. Any activity in pursuit of such other public office or its duties shall take place outside Bank Group office hours or while the staff member is on leave and shall not make use of Bank Group services, supplies or facilities.

10. Benefits, Favors, Gifts

10.01 Official duties will bring Bank Group staff into contact with organizations and officials or members of the public who may wish to offer gifts, favors, entertainment, hospitality (meals or accommodations) or transportation. While such contact is a necessary part of conducting the Bank Group's business, it is essential that Bank Group
staff and their Close Relatives be and be seen to be, free from any form of undue influence, bribery or corruption. The offering, to a Bank Group staff member or a Close Relative of a Bank Group staff member of any Work-Related Gifts may be or be seen to be an attempt to improperly influence a work decision of such staff member and, therefore, Work-Related Gifts must not be accepted by any Bank Group staff member, except to the extent permitted in this Rule.

10.02 A staff member may not accept Work-Related Gifts, regardless of value, that could reasonably be perceived to be intended to improperly influence the staff member's work decisions or could be reasonably expected to cause reputational harm to the Bank Group.

10.03 A staff member may accept a Work-Related Gift that is not in contravention of paragraph 10.02 of this Rule if:

a. the cumulative value of all Work-Related Gifts received from the same entity (or from individuals working on behalf of the entity) during the prior period of 12 consecutive months, in combination with the value of such proposed Work-Related Gift does not exceed USD $100; or
b. refusal of the Work-Related Gift would cause offence; or
c. the Work-Related Gift is offered in a public forum where refusal would cause embarrassment; or
d. the Work-Related Gift is directly associated with the demands of work (for example working meals or work-related travel or attendance at representational functions to meet and discuss business). When such Work-Related Gift takes the form of accommodation, it is desirable that the scope and cost remain in line with the standards provided by the Bank Group to its staff.

10.04 In cases where a Work-Related Gift has a value in excess of USD $100 is accepted for reasons provided in paragraph 10.03 b) and c) of this Rule, the item must either be promptly (i) diplomatically returned to the gift-giver or (ii) surrendered to the Asset Management Unit, General Services Department and must not be regarded as the personal property of the staff member. Surrendered Work-Related Gifts may be purchased by the staff member based on the value of the item as determined by an independent appraisal arranged by Asset Management Unit. Otherwise, disposition of the Work-Related Gift shall be determined by the Bank Group.

10.05 Staff shall not solicit Work-Related Gifts except when the solicitation is (i) part of a sponsorship program initiated by the Bank Group and duly approved by a Vice President or, (ii) is intended to support a charitable organization or event, cannot reasonably be perceived to be mandatory or to have any bearing on any staff member's work opportunities, evaluation or prospects and is approved by the Manager of Conflicts of Interest in EBC, or (iii) is a solicitation permitted pursuant to paragraph 10.09 of this Rule.

10.06 A staff member may offer, whether or not paid by the Bank Group, gifts, favors, entertainment, hospitality (meals or accommodations) or transportation to organizations, officials, members of the public or other Bank Group staff members, in connection with conducting the Bank Group's business, only if such gift cannot reasonably be perceived to be intended to (i) improperly influence the recipient's work decisions or (ii) obtain personal favors for such Bank Group staff member. A gift paid for by the Bank Group must be reasonably associated with the demands of work (such as working meals, work-related travel or attendance at representational functions to meet and discuss business, promotional item offered to everyone within the audience of a Bank Group event or token of gratitude for active participation in an event) and be consistent with instructions received from the staff member's senior managers in this regard.

10.07 Staff may accept and retain promotional items that are offered by an outside organization to everyone within a given audience (e.g., conference participants). When receiving items that are offered to an individual through his/her random selection from among participants in an event that is not organized by the Bank Group, staff should contact the Manager of Conflicts of Interest in EBC, who will assess, on the basis of the probability of win and the value of the gift, whether the gift should be surrendered.

10.08 Staff may not organize raffles within the Bank Group without the prior approval of the Manager of Conflicts of Interest in EBC. These will normally not be allowed unless they have primarily a charitable purpose and the total monetary contributions of participants is expected to exceed the total value of the raffled items.

10.09 Staff may request or accept non-scheduled (i.e. private or chartered) transportation to be provided by a government body, an outside organization or a private individual to facilitate official travel of staff that is necessary for the conduct of the Bank Group's business provided that (i) it is customary for the government body or outside organization to provide transportation or (ii) there are business and efficiency benefits for both parties to arrange travel in such a way (e.g., travel time will be used as meeting opportunity) or (iii) staff join a journey that was already planned and do not generate additional costs in doing so or offer to reimburse additional costs, or (iv) there are safety, security or transport availability concerns for such official travel, or (v) transport is provided without prior notice and refusal might cause offense. It is desirable that the scope and cost of transportation remain in line with
the standards provided by the Bank Group to its staff.

10.10 A staff member may not request and, unless refusal would cause offense, may not accept transportation provided by a government body or an outside organization for the staff member’s private travel (i.e. for the conduct of personal business or leisure), or the private travels of the staff member's Close Relatives, if the offer arose from the staff member's professional relationships or is otherwise connected with his or her Bank Group work duties.

10.11 Staff involved in any procurement activity on behalf of the Bank Group have a particular responsibility to be and be seen to be impartial and free from any improper influences in reaching their decisions. Such staff:

a. shall not, during the conduct of any Bank Group procurement of goods, works or services, solicit or accept any money, gratuity, or other thing of value from any officer, employee, representative, agent or consultant of a competing vendor;
b. shall not, during the conduct of any Bank Group procurement of goods, works or services, solicit or accept, directly or indirectly, any promise of future employment or favors from, or engage, directly or indirectly, in any discussion of future employment or favors with any officer, employee, representative, agent or consultant of a competing vendor.
c. shall not solicit or accept, directly or indirectly, any favor including any promise of future employment (for the staff member or the staff member's Close Relatives) from any vendor contributing to a Bank Group activity which the staff member is personally and substantially involved in.

10.12 Staff members may not solicit or accept directly or indirectly, any favor including any promise of future employment (for the staff member or the staff member's Close Relatives) from any beneficiary of a Bank Group activity which the staff member is personally and substantially involved in.

11. Medals, Decorations, Honors

11.01 Staff members may not accept medals, decorations or similar honors from any external source for service to the Bank Group while they remain staff. Staff members may accept such honors for service not connected with Bank Group employment with the approval of the Outside Interests Committee established under Staff Rule 3.05, "Outside Interest Committee," (the "Committee").

12. Use of Bank Group Services, Supplies or Facilities

12.01 Staff members shall not use Bank Group services, supplies or facilities for private gain or permit other persons to do so. With the approval of their manager, staff members may make individual solicitations on Bank Group premises to colleagues for donations of money or purchase of goods for the benefit of a charitable, religious or educational organization. A staff member may not, however, otherwise use Bank Group services, supplies or facilities on behalf of such an organization without the written permission of the Director, General Services Department, or an official designated to act for the Director.
SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers(s) of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
IFC Executive Vice President and CEO, CEXVP;
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsor(s) of this Rule are:

Vice President and Chief Ethics Officer, EBC
Director IFC Human Resource Department, CHRDR
General Counsel, MIGLC
03 General Obligations of Staff Members
03.02 Employment Outside the Bank Group

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 3.02, "Employment Outside the Bank Group," (hereinafter "Rule") sets forth provisions governing the conduct of certain personal and professional activities of staff members which may be impacted by their Bank Group employment. This Rule was most recently amended on September 19, 2016.

1.02 The purpose of this Rule is to provide guidance to staff members in certain activities they initiate outside the Bank Group to ensure that such activities do not conflict with their Bank Group employment.

1.03 This Rule applies to all staff members except where otherwise specified. It also applies, where specified, to former staff members and immediate family members (as defined in Staff Rule 1.01, "General Provisions").

SECTION II - DEFINITIONS

1.04 Capitalized terms in this Rule have the meaning ascribed to them in Staff Rule 1.01, "General Provisions."

SECTION III - SCOPE

02. Dealings with Former Employers

2.01 For five years after entering Bank Group employment, a staff member shall not:

   a. exercise any responsibility with respect to a Bank Group activity involving the selection or compensation of a former employer as
      i. a recipient or beneficiary of Bank Group financing or guarantees;
      ii. a guarantor of such financing; or
      iii. a supplier of goods and services to the Bank Group.

   b. work on specific matters with which s/he was substantially and personally involved while working for the former employer, except as specifically authorized by his/her senior manager (as defined in Staff Rule 1.01, "General Provisions"). Any such authorization shall be sent to the Outside Interests Committee ("Committee") established under Staff Rule 3.05, "Outside Interest Committee."

03. Concurrent Employment and Self-Employment

General Provisions Applicable to all Staff
3.01 Staff members are restricted in the degree to which they may accept paid employment or otherwise provide services for another organization, whether as an employee, director, partner or otherwise, during their Bank Group employment. The staff member is responsible for ensuring that any such employment or service allowable under this Rule is compatible with Principle 3, "General Obligations of Staff Members," under the "Principles of Staff Employment," and is permitted under local law. If a staff member has any doubt whether these requirements are met, s/he shall seek the advice of the Office of Ethics and Business Conduct (EBC) and, where required, the approval of the Outside Interests Committee (the "Committee.")

3.02 Staff on G4 visas should note that U.S. immigration law prohibits G4 staff from engaging in employment in the U.S. outside of their employment by the World Bank Group. This means that such staff may not accept honoraria or other compensation for any form of employment or for academic, cultural or artistic pursuits such as lecturing or publishing in the U.S. performed while they are on a G4 visa even if such activities are allowed under this Rule. G4 staff may accept reimbursement for reasonable actual expenses.

3.03 Any activity allowable under this Rule, or preparation for such activity, undertaken in a private capacity must take place outside Bank Group office hours or while the staff member is on leave, must not make use of Bank Group services, supplies or facilities, or of information not publicly available and must not interfere with the performance of the staff member's Bank Group duties. If any activity allowable under this Rule, or preparation therefore, is undertaken in an official capacity, a staff member may not accept honoraria or compensation, and may not accept reimbursement for expenses unless so authorized by his or her manager.

Employment activities for which permission is not required

3.04 A staff member may, if permissible under applicable law (including immigration law), engage in the following activities without the authorization of either her/his manager or the Committee as long as the staff member's Bank Group duties take precedence over such activities and, in particular, the activity is compatible with the Bank Group work requirements:

a. Teaching, lecturing, writing and contributing to academic research or to the design of academic courses as long as the content of the teaching, lecturing or writing does not refer or relate to Bank Group activities or policies and does not affect the relations of the Bank Group with the public or member countries. Any teaching, lecturing writing, academic research or course design that refers or relates to Bank Group activities or policies or that may affect the relations of the Bank Group with the public or member countries must be approved as provided in existing rules and directives, including Administrative Manual Statement 14.20, "Public Statements of Staff Members."

b. Accepting or serving in a non-compensated position in a not-for-profit corporation unless (i) the organization has or intends to have any business or fund raising activities with the Bank Group or (ii) the organization is a political party or is supporting one or several candidates in an election or (iii) the values or goals of the organization are incompatible with the obligations of Bank Group staff members.

c. Fulfilling jury, military, or other national or local service obligations. While not requiring Bank Group authorization, staff are expected to provide their managers reasonable notice of such obligations. Absences for jury duty are treated as administrative leave. Staff are required to take annual leave or leave without pay to cover periods of military, or other voluntary national or local service.

d. Producing or selling own works of art (e.g., paintings, sculptures) or own craft (e.g., woodcarving, pottery) and organizing or contributing to live performance or recording of own artistic performance. However, unless authorized by EBC, no such transaction can take place between the staff member and individuals or organizations when the staff member can be expected to know that these individuals or organizations have or intend to have business or fund raising activities with the Bank Group.

e. Contributing to activities of local public interest other than public office (e.g. helping in the school library, coaching and involvement in sports teams, sports training, joining a volunteer firefighter team, etc.), even for a nominal fee.

3.05 Staff members holding a Short Term Consultant or Short Term Temporary ("STC/STT") appointment may hold concurrent assignments from other public and private employers, subject to the following:

a. They may not be employed by or contract with member governments or other entities to work on Bank Group-financed projects during their period of Bank Group employment if the Bank Group-financed project and the concurrent work involve the same country.

b. They cannot be an employee of another public entity, including but not limited to governments and other international organizations, unless that entity has approved its employee working at the Bank Group.

c. They cannot provide services to the Bank Group through a vendor.

d. They must inform each of their Bank Group managers of all other concurrent assignments, including other Bank Group assignments.
Employment activities requiring managerial approval

3.06 Staff at grade GE or below, Extended Term Temporaries and Extended Term Consultants at level EC1, and staff who are on leave without pay to accompany a spouse or domestic partner who is assigned outside the staff member's duty station and is (a) on a Bank Group or IMF assignment, or (b) on External Service with Pay, may perform duties for an outside entity or engage in self-employment for profit with the written approval of her/his senior manager (Note: Staff holding a G4 visa, see paragraph 3.02 of this Rule). The senior manager's review shall consider whether the employment would be compatible with the Bank Group work requirements and with Principle 3, "General Obligations of Staff Members," under the "Principles of Staff Employment." Considering the Bank Group's status as an international organization, permission will generally not be granted to work for a governmental agency. The senior manager's approval shall be included in the staff member's career record and copied to the Committee.

3.07 External Service. Working for another entity on External Service must be approved by the staff member's manager as specified in Staff Rule 5.02, "External Service and Service for a Wholly Owned Subsidiary." Staff on External Service may not work for an entity other than the one to which they have been assigned without prior authorization.

3.08 Special Leave. A staff member on special leave in accordance with the provisions of Staff Rule 7.01, "Ending Employment," may accept outside employment only to the extent agreed by the Manager, HR Operations.

Employment activities requiring Committee approval

3.09 Except as otherwise provided in paragraphs 3.01-3.08 of this Rule, any other type of self-employment or the performance of services for any other entity requires Committee approval. The Committee will generally not approve a request to engage in self-employment for profit or to perform any paid services for any outside private entity, whether as employee, director, partner or otherwise, of a staff member holding an appointment at grade GF or above, or an ungraded position, or Extended Term Consultants at level EC2 or above who is providing full-time service to the Bank Group.

Honoraria

3.10 A staff member may accept honoraria or compensation for an activity allowable under this Rule that is undertaken in a private capacity to the extent allowed by local law (note: G4 staff see paragraph 3.02 of this Rule). If any such activity is authorized as official duty, a staff member may not retain honoraria or other compensation except that the staff member's manager or the head of the country office may permit the staff member's expenses to be paid by the outside entity or person. Any other compensation received must be turned over to the Bank Group.

04. Dealing with Future Employers and Employment after Separation

4.01 A staff member at grade GF or above or Extended Term Consultants who enters into discussions about employment (whether as an employee or independent contractor) with a prospective future employer that, to the staff member's knowledge, is engaged or is negotiating to engage in business with or perform services for the Bank Group in the area of the staff member's responsibility, shall so inform his/her senior manager and shall remove him/herself from any responsibility for Bank Group work involving that future employer.

4.02 Within two years after separation from Bank Group employment, former staff members may not perform services for any other entity or person related to an activity in which the Bank Group has an interest or is a party and in which they participated personally and substantially during their employment with the Bank Group, unless:

a. nominated by the Bank Group to serve on its behalf or otherwise acting pursuant to Staff Rule 3.04, "Bank Group Endorsed Activities with External Entities," or
b. their senior manager, in consultation with the Office of Ethics and Business Conduct, grants authorization. If the staff member is a senior manager, the World Bank Group Human Resources Vice President may grant authorization. A copy of any such authorization shall be sent to the Office of Ethics and Business Conduct.

SECTION IV - EXCEPTION

No exception to this Rule may be granted.
SECTION V - WAIVER
The Issuers may waive any provision of this Rule, with respect to their staff members, with advice from the World Bank Group Human Resources Vice President, HRDVP, and the Vice President and Chief Ethics Officer, EBC.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers(s) of this Rule are:
World Bank Group Human Resources Vice President, HRDVP
IFC Executive Vice President and CEO, CEXVP
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsor(s) of this Rule are:
Vice President and Chief Ethics Officer, EBC
Director IFC Human Resource Department, CHRDR
General Counsel, MIGLC
03 General Obligations of Staff Members
03.03 Financial Interest and Disclosure

01. Subject, Policy Rationale and Applicability

Subject

1.01 This Rule sets forth provisions governing the conduct of staff members' personal financial affairs as it may be impacted by their Bank Group employment. This Rule was most recently amended on July 1, 2014.

Policy Rationale

1.02 The purpose of this Rule is to enable the Bank Group and staff members to identify, address and resolve real, potential or apparent conflicts of interest between a staff member’s personal financial dealings, outside interests and activities, and their Bank Group duties.

Applicability

1.03 This Rule applies to all staff members. It also applies, where specified, to former staff members and immediate family members (as defined in Staff Rule 1.01, “General Provisions”).

02. Financial Interests

Financial Interests Generally

2.01 Except as permitted under paragraph 2.03 of this Rule, staff members and their immediate family members may not accept a financial interest in a Bank Group transaction whether by way of compensation, commission, favorable buying or selling arrangements, gift or otherwise. A staff member and his/her immediate family members may not purchase or have a participation in any form in a loan, equity or quasi-equity financing of the Bank, MIGA or IFC, whether for her/his own account or for the account of others.

Specific Prohibitions

2.02 Staff Members and their immediate family members shall not:

a. Possess securities (including country funds):
   i. which the staff member's department advised about or participated substantially in creating for two years following completion of the staff member's assignment in that department;
   ii. which to the staff member's knowledge, are or were to be added to or deleted from any indices maintained by the staff member's department while the staff member is or was assigned to it, until at least 48 hours following public announcement of any such addition or deletion;
   iii. related to a company known by the staff member to be an actual or prospective recipient of Bank Group financing, investment or guarantee with respect to which the staff member or the staff member's department participated substantially; unless an exception is granted by EBC on the
grounds that:

A. the Bank Group financing, investment or guarantee has no material impact on the price of the said securities as quoted on international securities markets;

B. the information received by the staff member is not such that it could be the basis for an unfair advantage compared to shareholders who do not have access to this information;

C. the staff member is not producing, contributing to or publishing information or analyses that could potentially have an impact on the market; and

D. the staff member confirms to EBC’s satisfaction that he/she does not have an incentive to divulge non-public WBG information to the company, to create an uncompetitive advantage for the company; or

iv. related to a company or similar entity upon whose board of directors or trustees the staff member serves or served as part of his/her duties as a member of the Bank Group, except with respect to the qualifying shares as required by law or the articles of such company.

b. Enter into any financial transaction or business relationship with an entity (or its directors, key executives or affiliates) known to be an actual or prospective recipient of Bank Group financing, investment or guarantee with respect to which the staff member or the staff member’s department participated substantially.

c. Engage in short-term trading for speculative purposes in currencies of borrowing member countries of the Bank Group or in financial instruments denominated in the currencies of such member countries. In this paragraph, the term ‘financial instruments’ includes, without limitation, debt instruments, financial futures and options on financial futures; ‘short-term trading’ means any combination of buying and selling of such currencies or financial instruments by a staff member or an immediate family member within six months; and ‘speculative purposes’ means any such transaction entered into for profit.

d. Engage in short-term trading in bonds issued by the Bank or IFC. In this paragraph, ‘short-term trading’ means any combination of buying and selling of these bonds by a staff member or an immediate family member within six months. The buying or selling of a right of obligation to buy or sell these bonds shall be considered as buying or selling the bonds.

2.03 Staff Members and their immediate family members may:

a. Possess securities held by trusts, estates, investment funds or similar investment vehicles, provided that neither the staff member nor his/her immediate family has the right to exercise investment discretion over investments made by such investment vehicles.

b. Invest in bonds issued by the Bank or IFC, subject to paragraph 2.02(d), above.

03. Disclosure and Resolution of Conflicts of Interest

3.01 A staff member in possession of, or whose family member is in possession of, any securities set out above in paragraph 2.02(a) shall bring this to the attention of her/his senior manager (as defined in Staff Rule 1.01) and the Program Manager, Financial Disclosure, EBC (Financial Disclosure Program Manager). A staff member has the obligation to divest if requested to do so by EBC.

3.02 Each staff member shall disclose any financial interest or business relationship of his/her own or of an immediate family member that, in addition to the prohibited transactions set out in the preceding paragraphs in Staff Rule 3.03, might reasonably be considered to reflect unfavorably on or cause embarrassment to the Bank Group, or be in real, potential or apparent conflict with the staff member's Bank Group duties, and shall abstain from exercising any related responsibility, except as otherwise instructed by her/his senior manager with the concurrence of EBC. Disclosure shall be made promptly and in writing to the staff member's senior manager and the Financial Disclosure Program Manager. Instructions to the staff member by the senior manager and the Financial Disclosure Program Manager, to proceed with, modify or abstain from the exercise of responsibility, shall be in writing and copies shall be provided to the Financial Disclosure Program Manager. Managers shall consult with the Financial Disclosure Program Manager before taking action on a disclosure made under this rule.

3.03 Staff members who hold grades at level GH or above, and such other staff members as the President may designate from time to time, shall file annually with EBC, and no later than a date as determined annually in writing by EBC, a complete and accurate financial disclosure form in a manner prescribed by EBC. Staff required to file an annual financial disclosure form must include financial interests of members of their immediate family (defined in Staff Rule 1.01, “General Provisions“). If called upon to do so, the staff member shall timely provide additional information and/or documents supporting his or her financial disclosure form.
3.04 Each year, EBC shall prepare a summary of the information reported in the financial disclosure form filed by:

- the President,
- each Managing Director,
- the Chief Financial Officer,
- each Executive Vice President,
- each Senior Vice President,
- each Vice President,
- the Director General, Independent Evaluation,
- the Compliance Advisor/Ombudsman, IFC, and
- the Chief Executive Officer, GEF.

Each filer shall sign a declaration of accuracy of the summary prepared by EBC, and the summary shall be published on the Bank Group’s external website. On an annual basis, the President may exempt a filer from public disclosure based upon special circumstances.

3.05 The financial disclosure form submitted by staff shall be retained by EBC for a period of seven (7) years counted from the year of submission, then destroyed. A financial disclosure form and its supporting documents and information may be provided by EBC to other Bank Group officials or persons who the Chief Ethics Officer, EBC, determines have a legitimate business need, including an official or person conducting an initial review or further review under Staff Rule 3.00 “Office of Ethics and Business Conduct”, if the financial disclosure form and supporting documents and information would be probative to the inquiry or review.

3.06 All staff members are required to consult with the Bank Group's “Entities Lists” as maintained by EBC and accessible through the EBC website prior to the purchase or trade of any security, stock, bond or other equity investment and to comply with rules (if any) restricting staff trading in restricted securities that EBC may issue from time to time. If a staff member has a question regarding the appropriateness of any trade or purchase of any security, stock, bond or equity investment, he/she should consult with EBC for specific guidance.

3.07 EBC shall notify a staff member in writing if the staff member:

a. fails to file a financial disclosure form by the filing deadline of the reporting period. In this case, the notice from EBC shall inform the staff member that failure to file a financial disclosure form by the deadline will result in a $200 fine to the staff member, or another amount as established annually by EBC, and additional fines may be levied and/or other disciplinary measures may be imposed, as described in Staff Rule 3.00, Section 11, thereafter until such time as the staff member files a financial disclosure form, unless the staff member provides a reasonable justification acceptable to EBC; or

b. fails to provide requested additional information by the due date. In this case, the notice from EBC shall inform the staff member that failure to provide requested additional information by the due date will result in a fine of $200 to the staff member, or another amount as established annually by EBC, and the staff member may face additional fines and/or other disciplinary measures as outlined in Staff Rule 3.00, Section 11 should s/he remain in non-compliance; or

c. refuses to file a financial disclosure form, after being requested to do so by EBC, without reasonable justification acceptable to EBC. In this case the notice from EBC shall inform the staff member that failure to file a financial disclosure form will result in the staff member being subject to mandatory termination as provided in Staff Rule 3.00 Section 11.

Staff Rule 3.00, Section 11 (“Special Provision for Disciplinary and Decision Making Process in matters Involving Failure to Comply with Financial Disclosure Requirements”) sets forth special provisions for imposing disciplinary measures and the decision making process in matters involving failure to comply with financial disclosure requirements.
are in compliance with it. Staff members unsure about compliance must provide explanation as provided for on the certification form. These certifications shall be submitted to EBC.
03 General Obligations of Staff Members
03.04 Bank Group - Endorsed External Activities

01. Subject, Policy Rationale, Applicability, Definitions

Subject

1.01 This Rule sets forth provisions governing the conduct of staff members as it may be impacted by their participation in certain activities with external entities on behalf of or with the endorsement of the Bank Group. This Rule was most recently amended on September 3, 2010.

Policy Rationale

1.02 The purpose of this Rule is to provide guidance to staff members in addressing conflicts of interest that may arise from their participation in endorsed activities with external entities.

Applicability

1.03 This Rule applies to all staff members and former staff members.

Definitions

1.04 “Global Secondment Program” (GSP) means the program established by the Bank Group under which staff from partner companies or organizations join the staff of the Bank group under a Special Assignment appointment.

1.05 "Partnership" means an agreement between a member of the Bank Group and a private sector entity to work together, for a common purpose, with the parties committing resources (financial, technical or personnel) to agreed activities, to be implemented by the parties in accordance with the terms of the agreement.

1.06 "Spin-Off" means an activity originally nurtured within the Bank Group, the ownership and/or operation of which subsequently has been transferred to an independent entity.

1.07 "Outsourcing" means contractual arrangements under which an outside supplier is to be responsible, on an ongoing basis, for managing and delivering a service which has been or could be provided by Bank Group staff. It does not cover relationships with individual consultants, labor contracts or one-time assignments given to other firms.

02. Staff Exchange Program

2.01 All Bank Group staff on assignment under the GSP, are subject to the obligations imposed by by
Principle 3 under the Principles of Staff Employment, and the Staff Rules. Particularly, such staff members:

a. shall avoid situations or activities that might reflect adversely on the Bank Group or compromise its operations or interests;

b. may not use non-public information related to the business of the Bank Group or acquired during the course of employment with the Bank Group to serve the interests of, or for the benefit of, partner companies or organizations; "Non-public information" is defined as information generated by the Bank Group that has not been approved for release outside the Bank Group in accordance with the Bank Group's rules;

c. may not use the association or employment with the Bank Group to gain special favors or benefits for the partner company or organization;

d. may not attempt to influence Bank Group officials on behalf of the partner company or organization;

e. may not participate in any transaction of the partner company or organization that involves a project or entity in which they or their companies or organizations were, or are, involved; and

f. may not participate in business solicitation activities from entities to which the Bank Group has provided, or is considering providing, financing.

03. Spin-Offs

3.01 In consideration of the Bank Group's interest in its success, for the initial three years of the existence of a Spin-Off staff members or former staff members may assume directorships or take other positions in it on terms and conditions agreed between the Bank Group and the Spin-Off. This exemption from the provisions of Staff Rule 3.02, Section 4 relating to dealings with future employers and employment after separation shall lapse after the three year period. All other applicable provisions of the Principles of Staff Employment and Staff Rules shall continue to apply.

04. Outsourcing

4.01 Staff members affected by an outsourcing arrangement entered into between the Bank Group and a vendor may, depending on the terms and conditions of the arrangement and provisions of local law, undertake employment with the vendor, notwithstanding the provisions of Staff Rule 3.02, Section 4 relating to dealings with future employers and employment after separation.

05. Other

5.01 Staff members assigned from the Bank Group to outside entities under arrangements other than the above-mentioned, including External Service, are likewise subject to the obligations imposed by Principle 3 under the Principles of Staff Employment and the Staff Rules, including the provisions of paragraph 2.01 of this Rule.
03 General Obligations of Staff Members
03.05 Outside Interest Committee

01. Subject, Policy Rationale and Applicability

Subject

1.01 This Rule establishes an Outside Interests Committee (the "Committee") to consider outside interest matters as provided for by Staff Rules 3.01-3.04. This Rule was most recently amended on July 1, 2014.

Policy Rationale

1.02 The purpose of this Rule is to provide a forum and a process for deciding on requests by staff to undertake outside activities in a personal capacity, and for staff to appeal such decisions.

Applicability

1.03 This Rule applies to all staff members.

02. Membership

2.01. The Committee shall consist of seven current staff members appointed by the Vice President, Human Resources as follows:

   a. Program Manager, Financial Disclosure and Conflicts of Interest (Chair);
   b. a member from Human Resources;
   c. a member from the Legal Department of the Bank, IFC or MIGA;
   d. a member from the staff at large of the Bank, IFC or MIGA;
   e. two members nominated by the World Bank Group Staff Association; and
   f. the Manager HR Employment Policy.

The members noted in subsections (a) - (e) above shall have an alternate to act in his or her absence, appointed in the same manner as the member, except that the alternate need not be a member of the same Bank Group organization as the member. The Committee may, at the discretion of the Chair, request the non-voting participation of any other HR Manager deemed appropriate.

2.02. Committee members and their alternates shall be appointed for a term of two years or until the appointment...
of their successors, whichever is earlier. Members and alternates may be reappointed.

03. Terms

3.01 Requests by staff for approval to undertake outside activities in a personal capacity, as required in Staff Rules 3.01-3.04, shall be decided by the Committee.

3.02 Where Staff Rules 3.01-3.04 provide for approval of the Committee, the staff member must first submit the request to his or her manager indicating in writing the nature of the proposed activity, its expected duration and the remuneration expected, if any. The staff member's manager shall refer the request to the Chair of the Committee along with his or her opinion as to whether granting the request would be consistent with paragraph 3.1 of the Principles of Staff Employment and the applicable Rule and whether he or she supports the request. A staff member whose immediate supervisor is the President may submit a request directly to the Committee.

3.03 The Committee shall endeavor to reach a decision by consensus, but may decide by vote. The Chair of the Committee shall convey the Committee's decision and the reasons therefore to the staff member in writing. The President may overrule or modify the Committee's decision in the overriding interest of the Bank Group. The Chair of the Committee, and the staff member requesting approval shall be promptly advised in writing of the President's reason for doing so.

04. Proceedings

4.01 The Committee members shall be impartial and shall not let themselves to be improperly influenced by anyone in the discharge of their responsibilities. The Committee members shall disqualify themselves from addressing requests about matters:

   a. with respect to which they have dealt administratively; or

   b. involving a staff member with whom they have or have had a personal relationship; or

   c. for any other reason they believe would affect their impartiality. A staff member may challenge the impartiality of a Committee member by written statement conveyed to the Chair of the Committee, before the Committee acts upon an approval or request for review by a staff member.

4.02 In the event the Chair of the Committee, disqualifies himself or herself, the request for approval shall be directed to the Alternate Chair. A Committee member who disqualifies himself or herself from advising on a request shall be replaced by his or her alternate.

05. Other Duties

5.01 Where Staff Rules 3.01-3.04 provide for the Committee's approval, a staff member may appeal a decision of the Committee arising from the application of these Rules to the Vice President, Human Resources within 90 calendar days following written notice of the decision. The Vice President may extend the time limit. The staff member shall set forth the decision being appealed and the reasons for contesting it, and shall append any pertinent documents. Before proceeding to the Vice President, however, the staff member will, upon request, be afforded a hearing with the Committee.

06. Legal Counsel

6.01 The Chair of the Committee, shall review Staff Rules 3.01-3.05 periodically and recommend changes he or she deems appropriate to the Vice President, Human Resources. The Chair of the Committee, shall also review additional rules for organizational units pursuant to Staff Rule 3.03, paragraph 6.01. The Chair of the Committee, may also recommend measures to ensure that staff members are aware of the provisions of Staff Rules 3.01-3.05.

Annex A: Membership of the Outside Interests Committee
The membership of the Committee as of January 15, 2014 is as follows:

**Office of Ethics and Business Conduct**
Bertrand Rossert, Chair
Karl Bach (Alternate)

**Legal**
David Rivero
Wolfram Fischer (IFC) (Alternate)

**Human Resources**
Alphonsus Marcelis
Alternate (vacant)

**HRS Policy**
Susan Hetrick

**Staff Association**
Diana Corbin
Richelieu Lomax
Guiliano Caloia (IFC) (Alternate)
Rosalie D'Souza-Magee (Alternate)

**Staff at Large**
Jesse Ang (IFC)
Alternate (vacant)
03 General Obligations of Staff Members
03.06 Family Obligations - Spouse and (or) Child Support Obligations and Divorce

01. Subject, Policy Rationale and Applicability

Subject

1.01 This Rule sets forth the procedures adopted by the Bank Group to ensure compliance by staff members with their personal legal obligations regarding spouse and child support and divorce. This Rule was most recently amended on October 28, 2013.

Policy Rationale

1.02 The purpose of this Rule is to ensure that the Bank Group’s privileges and immunities are not used to shield staff members from their personal legal obligations or from the due observance of the law for those obligations involving financial support to family members through spouse and/or child support.

Applicability

1.03 This Rule applies to all staff members. This Rule does not apply to deductions from pensions to satisfy court ordered support obligations to a former spouse or separated spouse, as these would be governed by the terms of the Staff Retirement Plan and Trust.

02. Spouse and (or) Child Support Obligations, Criteria, Procedure, Divorce

Spouse and/or Child Support Obligations

2.01 Staff members must comply with their personal legal obligations and observe applicable law, including all obligations involving financial support to family members through spouse and/or child support.

Criteria

2.02 The Bank Group may commence deductions from a staff member’s salary for spouse and/or child support if all the following criteria are met:

a. the Bank Group receives an original, copy or certified copy of a court order or request from a judicial or administrative authority that:

   i. evidences a legal obligation of a staff member to make payment of a readily ascertainable amount or percentage of salary; and

   ii. orders a staff member to make payments for spouse and/or child support, or evidences the staff member’s underlying obligation or failure to make those payments; and
b. the staff member fails to furnish to the Bank Group, through its Office of Ethics and Business Conduct (EBC), evidence that he/she has complied with his/her personal legal obligations as set forth in that court order or request after being contacted by EBC in accordance with this Rule.

Procedure

Receipt of Court Orders and Requests

2.03 The Bank Group may initiate the Procedure set forth in this Rule upon receipt of a copy or original of the court order or request from a judicial or administrative authority regarding spouse and/or child support obligation(s) of a staff member. However, upon receipt of a copy or original of that court order or request the Bank Group:

a. reserves the right to request additional information and documentation from the sender, including proof of service of the court order or request to the other party, before the Bank Group initiates the Procedure set forth in this Rule;

b. in cases where the Bank Group receives a copy of the court order or request, the Bank Group may:
   i. confirm with the sender his/her commitment to send the original or certified copy of the court order or request to the Bank Group within a reasonable time; and
   ii. neither initiate nor conclude the Procedure unless and until the original or certified copy of that court order or request is received by the Bank Group within a reasonable time.

For the purpose of this Rule, a certified copy means a copy stamped or otherwise certified by a competent authority who can verify and attest that the copy is the same as the original.

2.04 Upon receipt of a court order or request from a judicial or administrative authority regarding spouse and/or child support obligation(s) of a staff member pursuant to paragraph 2.03 of this Rule, the Bank Group will respond to the sender of that court order or request and, when no additional information and documentation is required from the sender, forward the matter to EBC. EBC will contact the staff member concerned and advise him/her of the need to comply with his/her personal legal obligations as set forth in the court order or request. If, within five (5) business days of such contact with the staff member, the staff member has not furnished EBC with evidence establishing compliance with the court order or request, EBC:

a. may authorize deductions of the amounts for spousal and/or child support from the staff member’s salary in accordance with the court order or request, provided, however, that the court order or request meets the criteria described in paragraph 2.02 (a) of this Rule; or

b. if, however, the staff member's salary is not processed through payroll (i.e., STCs and STTs) EBC (i) shall notify the staff member in writing of his/her failure to demonstrate that compliance and (ii) will submit to the Vice President, Human Resources, the record of EBC's communications with a staff member pursuant to Staff Rule 3.00 Office of Ethics and Business Conduct, Section 12. The Vice President, Human Resources, will decide, based on the record, whether the staff member's noncompliance constitutes misconduct and, if so, what disciplinary measures from Staff Rule 3.00 Section 10 to impose.

Repeater Submissions of Court Orders or Requests

2.05 In cases where the Bank Group receives a subsequent court order or request regarding the same staff member and spouse and/or child support obligation(s), or receives a complaint about a late or partial payment for an already ordered spouse and/or child support obligation(s), together with the court order or request, EBC shall notify the staff member concerned in writing. The staff member has three (3) business days from the date of that written notification to demonstrate to the satisfaction of EBC that he/she has made satisfactory electronic payment arrangements for the amounts due. If the staff member fails to make those payment arrangements, EBC may authorize deductions of the amounts for spousal and/or child support from the staff member's salary in accordance with the court order or request, provided, however, that the court order or request meets the criteria described in paragraph 2.02 (a) of this Rule.

Commencement of Salary Deductions

2.06 Deductions from a staff member’s salary, in accordance with this Rule, will commence as of the first salary payment, in accordance with Staff Rule 6.01 (Compensation) paragraph 6.02, to be made to the staff member following the Bank Group's decision to make such deductions. The amounts deducted shall be directed to the...
person or authority named as recipient of those payments by the court order or request received by the Bank Group.

**Divorce**

2.07 Notwithstanding paragraph 2.08 of this Rule, in order to be accepted by the Bank Group as a court order for purposes of this Rule, Divorce decree(s) (or equivalent) establishing spouse and/or child support obligations of a staff member at the time of divorce must fulfill the criteria set forth in paragraph 2.02(a) of this Rule. If EBC, in consultation with the Legal Department, determines that the Divorce decree (or equivalent) fails to satisfy the criteria set forth in paragraph 2.02(a) of this Rule, the party requesting action by the Bank Group based on that Divorce decree (or equivalent) must furnish to the Bank Group another document that fulfills the criteria set forth in paragraph 2.02(a) of this Rule before the Bank Group commences the Procedure set forth in this Rule.

2.08. When the Bank Group is presented with two (2) or more Divorce decrees (or equivalent) from different jurisdictions regarding the same staff member and spouse, the Manager, Human Resources Service Center, or a designated official, may decide not to take any further action with respect to personnel and compensation matters until the Bank Group receives evidence from a court of competent jurisdiction finally adjudicating the matters in dispute.

2.09. When the Bank Group is presented with a Divorce decree (or equivalent), the Manager, Human Resources Service Center, or a designated official, may notify the other spouse concerned that the Divorce decree was received by the Bank and that the Bank Group will process the Divorce decree accordingly. If the other spouse concerned provides evidence within thirty (30) calendar days of receipt of that notice that the Divorce decree (or equivalent) is being challenged in a court of competent jurisdiction, the Human Resources Service Center may suspend taking any further action with respect to personnel, benefits and compensation matters relating to the divorce until the Bank Group receives evidence from a court of competent jurisdiction finally adjudicating the matters in dispute.

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**03. Disciplinary Proceedings**

**Disciplinary Proceedings**

3.01 Staff members will be held accountable for failure to comply with their personal legal obligation(s) by having amounts due pursuant to a court order or request deducted from their salary in accordance with this Rule. Deductions from salary made pursuant to this Rule are not disciplinary measures. However, in addition to deductions from salary pursuant to this Rule, staff members may be subject to disciplinary measures under **Staff Rule 3.00, Office of Ethics and Business Conduct, Section 12** for failure to comply with their personal legal obligation(s), including payment of court-ordered spousal and child support.

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**04. 'Pendente Lite' Spouse and/or Child Support Orders and Spouse and/or Child Support Orders Included within Protection Orders**

4.01 The Bank Group will give effect to *Pendente Lite* spouse and/or child support orders in accordance with this Rule provided those Pendente Lite orders fulfill the legal requirements set forth in paragraph 2.02(a) of this Rule. For the purpose of this paragraph, *Pendente Lite* orders mean orders that are issued pending the outcome of litigation.

4.02 The Bank Group will give effect to spouse and/or child support orders included within Protection Orders in accordance with this Rule provided the spouse and/or child support orders fulfill the legal requirements set forth in Paragraph 2.02(a) of this Rule. For the purpose of this paragraph:

a. Protection Orders include any injunction, restraining order, or any other order issued by a judicial or administrative authority to prohibit violent or threatening acts, sexual violence or harassment against, or contact, communication or physical proximity with, another person.

b. A spouse and/or child support order included within a Protection Order means an order from a judicial or administrative authority which establishes a spouse and/or child support obligation as part of a Protection Order.
5.01 The Bank Group may honor the court order or request establishing spouse and/or child support as received by the Bank Group and in accordance with this Rule unless the staff member furnishes to the Bank Group an original or certified copy of a document from a competent authority that supersedes the court order or request as received by the Bank Group.

5.02 If any court order or request is cancelled or changed, the Bank Group will not recover from the payee any amounts paid as specified in paragraph 2.06 of this Rule prior to the cancellation or change to the court order or request. The Bank Group will not reimburse the staff member for any amounts paid prior to the Bank’s receipt of the original or certified copy of the court order or request cancelling or changing the prior court order or request.


04 Entering Employment
04.01 Appointment

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 4.01, "Appointment" (hereinafter Rule) sets forth provisions governing the Bank Group's recruitment and appointment of Staff. The Bank Group's recruitment policy is to recruit Staff Members of the highest caliber through a competitive selection process based on criteria determined by the needs of the Bank Group and the requirements of the position, paying due regard to the importance of recruiting Staff on a diverse basis. This Rule was most recently amended on March 5, 2018.

1.02 This Rule applies to the Staff of the Institutions of the World Bank Group.

SECTION II - DEFINITIONS

2.01 The types of appointments to the Staff of the Bank Group are specified below.

a. Regular Appointment is a full-time appointment of indefinite duration made before July 1, 1998.

b. Local Staff Regular Appointment is a full-time appointment of indefinite duration, made before July 1, 1998, of a person recruited to serve at a Bank Group country office.

c. Open-Ended Appointment is an appointment of indefinite duration made after June 30, 1998.

d. Term Appointment is an appointment for a specified duration of a minimum of one year and a maximum of five years per appointment except:

   i. Staff Member appointed to an Administrative Client Support position in the Executive Directors' offices will initially be appointed to a two-year term which may be extended, terminated or converted to an open-ended appointment in accordance with the Procedure, "Converting Term Appointments to Open-Ended Appointments for Administrative and Client Support (ACS) Staff in Executive Directors' Offices."

e. An Executive Director's Advisor Appointment is coterminous with the term of an Executive Director unless the Executive Director decides that the appointment will be renewed, extended or terminated at an earlier date.

f. Special Assignment Appointment is a full-time appointment without pay, and, except as approved by the Manager, HR Operations, or a Designated Official, without benefits, of an official of a member country, regional
agency, development bank, international organization or private enterprise to the Staff of the Bank Group for the purpose of receiving or using experience and contributing to the Bank Group's work program.

g. **Extended Term Temporary Appointment** (ETT) is a full-time appointment at the equivalent of grades GA-GD for a minimum of one year, renewable for a second year, subject to a lifetime maximum of two years for all Extended Term appointments.

h. **Extended Term Consultant Appointment** (ETC) is a full-time appointment at the equivalent of grade GE or above for a minimum of one year, renewable for a second year, subject to a lifetime maximum of two years for all Extended Term appointments.

i. **Short Term Temporary Appointment** (STT) is a periodic appointment, with or without pay and without benefits, at the equivalent of grades GA-GD for a maximum of 1,200 hours inclusive of overtime in a fiscal year. Service performed for the Bank Group under a Bank Group appointment will be counted towards the 1,200 hour limit. In the case of a former Staff Member, service performed for the Bank Group through a vendor or temporary agency will be counted towards the 1,200 hour limit.

j. **Short Term Consultant Appointment** (STC) is a periodic appointment, with or without pay and without benefits, at the equivalent of grades GE or above for a maximum of 150 days in a fiscal year. Service performed for the Bank Group under a Bank Group appointment will be counted towards the 150 day limit. In the case of a former Staff Member, service performed for the Bank Group through a vendor or temporary agency will be counted towards the 150 day limit.

2.02 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions."

SECTION III - SCOPE

03. Recruitment

3.01 See below:

a. **Local Recruitment.** Positions at grades GA-GE or equivalent are subject to local recruitment. These are positions where global mobility and international experience are not essential. In circumstances where:

   i. required skills cannot be obtained by local recruitment, or

   ii. global mobility and international experience are essential, international recruitment may be authorized by the Senior Manager with the concurrence of the Manager, Human Resources Team or the Director, Human Resources, for Bank or MIGA Staff; or the HR Regional Head or the IFC Director, Human Resources, for IFC Staff. Positions in country offices, irrespective of level, are subject to local recruitment. Local recruitment in country offices ensures depth of country knowledge and practice and is the critical complement to international recruitment.

b. **International Recruitment.** Positions at grades GF or equivalent and above are subject to international recruitment. These are positions where global mobility and international experience are essential. In circumstances where positions do not require global mobility and international experience, local recruitment may be authorized by the Senior Manager with the concurrence of the Manager, Human Resources Team or the Director, Human Resources, for Bank or MIGA Staff; or the HR Regional Head or the IFC Director, Human Resources, for IFC Staff. Positions in country offices, irrespective of level, are subject to local recruitment.

04. Appointment

**Offer of Appointment**

4.01 An offer of appointment to the Staff of the Bank Group is made by a letter of appointment signed by the World Bank Group Human Resources Vice President, or his/her designee. The letter establishes conditions for employment which must be met by the selected candidate prior to entry on duty and includes the appointment type, entry on duty date, entry level salary, and, where applicable, grade and probationary period.

**Acceptance of Appointment**
4.02 An appointment is accepted upon receipt by the Bank Group of the countersigned letter of appointment by the selected candidate.

Withdrawal of Offer of Appointment

4.03 The official who issued a letter of appointment may withdraw a letter of appointment before it has been accepted or before conditions precedent to the selected candidate's entry on duty have been met.

05. Limitations on Appointment

Age Limitations

5.01 Persons who have reached their 18th birthday and have not reached their 66th birthday may be appointed to Staff of the World Bank Group.

Spouses and Domestic Partners

5.02 The spouse or domestic partner of a Staff Member who meets the normal selection standards may be employed by the Bank Group. A husband and wife or domestic partners may be assigned to the same vice presidency, department or unit, if neither supervises the other, directly or indirectly, and their duties are not likely to bring them into routine professional contact. A spouse or a domestic partner of a Staff Member may be assigned to the same country office, provided that neither supervises the other, directly or indirectly, and provided that the Vice President responsible for the country office, in consultation with the Manager, HR Operations or the Director, Human Resources, for Bank or MIGA Staff, or IFC Director, Human Resources, for IFC Staff, approves the assignment.

Close Relatives

5.03 A Staff Member is required to inform the Manager, HR Operations when s/he learns that his/her Category I or Category II relative (Close Relative) is working or applying for employment with the Bank Group. This applies to close relatives who perform services for the Bank Group under a Bank Group appointment or as an employee of a firm, and to the close relatives of Executive Directors, Alternate Executive Directors, and Senior Advisors to the Executive Director. The term cousin means the son or daughter of an uncle or aunt, and uncle and aunt mean the brother or sister, respectively, of one's mother or father whether the relationship is by blood or adoption. The spouse of an uncle or aunt is not a close relative by reason of the marriage.

a. Category I Relatives. The following Close Relatives, including relatives by blood or adoption, are not eligible for employment:

- Mother
- Father
- Sister
- Half-sister
- Brother
- Half-brother
- Daughter
- Son
- Aunt
- Uncle
- Niece
- Nephew

b. Category II Relatives. The following Close Relatives, including relatives by adoption, and domestic partners of close relatives are eligible for employment provided that they are not assigned to the same division or equivalent unit, and neither supervises the other, directly or indirectly, and their duties are not likely to bring them into routine professional contact:

<table>
<thead>
<tr>
<th>Whole Relationships</th>
<th>Step Relationships</th>
<th>Half Relationships</th>
<th>Domestic Relationships</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daughter-in-law</td>
<td>Mother</td>
<td>Aunt</td>
<td>Mother</td>
</tr>
<tr>
<td>Son-in-law</td>
<td>Father</td>
<td>Uncle</td>
<td>Father</td>
</tr>
<tr>
<td>Sister-in-law</td>
<td>Sister</td>
<td>Niece</td>
<td>Sister</td>
</tr>
<tr>
<td>Brother-in-law</td>
<td>Brother</td>
<td>Nephew</td>
<td>Brother</td>
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<tr>
<td>Mother-in-law</td>
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<td>Father-in-law</td>
<td>Son</td>
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<tr>
<td>Grandmother</td>
<td>Aunt</td>
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</tbody>
</table>
Advocacy of the Appointment of a Spouse, Domestic Partner, or a Close Relative

5.04 Staff Members may not recommend the appointment of a spouse, domestic partner, close relative, or a domestic partner of a close relative. A Staff Member who tries to influence such an appointment may be subject to proceedings pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)" and such advocacy will render the applicant ineligible for employment.

Conflict of Interest

5.05 The selecting Manager must ensure that the proposed employment is consistent with Principle 3 under the Principles of Staff Employment, "General Obligations of Staff Members," Staff Rule 3.01, "Standards of Professional Conduct," and Staff Rule 3.02, "Employment Outside the Bank Group." In case of doubt, the selecting Manager should consult with his/her Senior Manager and with the Office of Ethics and Business Conduct as to the suitability of the appointment.

Visas

5.06 Visa, when used with reference to an appointment in the United States (U.S.), includes refugee status, asylum and parole. Visa requirements are as follows:

a. Staff Members assigned to a position in the U.S., who are not citizens of the U.S., must be in U.S. permanent resident status or in possession of a valid work authorization or visa which permits them to take employment with an international organization at the time their appointment becomes effective.

b. Staff Members assigned to a place other than the U.S. must be in compliance with residence, work authorization or visa requirements for employment with international organizations in the country to which they are assigned.

Medical Clearance

5.07 For positions subject to international recruitment under an Open-Ended or Term Appointment where the initial duty station on appointment will be a Country Office, the candidate and accompanying eligible dependents, must have obtained medical clearance from the Director, Health Services Department, or a Health Services Physician before the appointment becomes effective.

Employment Screening Program

5.08 Staff's employment at the World Bank Group is contingent on his/her successful completion of the employment screening, which is conducted pursuant to the World Bank Group Procedure, "Employment Screening Program."

06. Extensions

6.01 A Term Appointment may be extended for any period by the Manager responsible for the position, provided that any given extension does not exceed five years. The number of successive extensions or renewals of appointments of less than one year within the same VPU is limited to three.

6.02 An Extended Term Consultant or an Extended Term Temporary Appointment may be extended by the Manager responsible for the position, subject to the appointment's maximum duration of two years.

07. Changes in Types of Appointment

7.01 The Manager of the Staff Member's Manager, at Director level or above, (in the case of IFC, as delegated by the IFC Executive Vice President and CEO) may authorize a Staff Member's change from one type of appointment to another provided that the Staff Member meets the eligibility criteria for the type of appointment to which the Staff Member is changing, including clearance by the appropriate sector board or staffing group, where applicable, and the
Staff Member agrees to the change of appointment. A Staff Member changing from a Regular, Open-Ended, or Local Staff Regular Appointment to a Term Appointment must agree to the change in writing. A staff member holding a Regular, Open-Ended, Local Staff Regular or Term Appointment may not change to an Extended Term Consultant or Extended Term Temporary Appointment.

08. Reappointment

Reappointment after Resignation or Expiration of Term Appointment

8.01 A Staff Member who held a Regular, Open-Ended, Local Staff Regular, Fixed-Term, Local Staff Fixed-Term or Term Appointment, whose performance was fully satisfactory, and whose employment with the Bank Group ended by resignation or on the expiration of the Term, Fixed-Term or Local Staff Fixed-Term Appointment, may be reappointed to:

a. a Short Term Consultant or Short Term Temporary Appointment, or

b. any other appointment, unless the Bank Group has incurred resettlement expenses on behalf of the Staff Member, in which case such reappointment may not occur until two years after the effective date of his/her termination.

In exceptional circumstances, the Manager responsible for the position, in consultation with the Manager, HR Operations, or the Director, Human Resources, for Bank or MIGA Staff, or IFC Director, Human Resources, for IFC Staff, may authorize a reappointment before these time limits have expired.

A Staff Member who received an Expiration Payment under Staff Rule 7.02, "Benefits on Ending Employment," paragraph 8.01, may not be reappointed to the Staff of the Bank Group in any capacity for the period of time equal to the number of months' pay included in such payment.

Reappointment after Retirement

8.02 A former Staff Member is a "retired Staff Member" for purposes of this Rule if s/he:

a. is receiving a pension annuity under the Staff Retirement Plan, or

b. has reached the mandatory retirement age.

Except as provided in paragraphs 8.03 and 8.04 of this Rule, a retired Staff Member may be reappointed to a Short Term Consultant or Short Term Temporary Appointment and may work up to 150 days or 1,200 hours per fiscal year. Service performed for the Bank Group by a retired Staff Member, as an employee of a firm, regardless of the source of funding, will contribute towards that retired Staff Member's maximum service as an STT or STC appointment. The Bank, IFC and MIGA may further limit reappointment of retired Staff Members as they see fit to meet business needs.

In exceptional circumstances the Manager, HR Operations, or the Director, Human Resources, for Bank or MIGA Staff, or IFC Director, Human Resources, for IFC Staff, may authorize an Open-Ended, Term, Extended Term Consultant or Extended Term Temporary reappointment after retirement.

Reappointment After Redundancy

8.03 The provisions for reappointment after redundancy are as follows:

8.04 A former Staff Member whose employment terminated with severance payments effective on or after July 1, 1997, as a result of redundancy may not be reappointed to an Open-Ended, Term, Extended Term Consultant, Extended Term Temporary, Short Term Consultant or Short Term Temporary Appointment.

8.05 A former Staff Member whose employment terminated with severance payments effective before July 1, 1997, as a result of redundancy may not be reappointed to an Open-Ended, Term, Extended Term Consultant or Extended Term Temporary Appointment, but may be reappointed as a Short Term Consultant or Short Term Temporary for up to 120 days per fiscal year. Service performed for the Bank Group under a Bank Group appointment or as an employee of a firm, regardless of the source of funding, will count toward this limit.

c. A former Staff Member whose employment terminated as a result of redundancy but who waived severance payments may be reappointed in accordance with paragraphs 8.01 and 8.02 of this Rule.
Reappointment After Mutually Agreed Separation

8.06 A former Staff Member whose employment terminated with severance payments under mutually agreed separation may not be reappointed to an Open-Ended, Term, Extended Term Consultant or Extended Term Temporary Appointment, but may be reappointed as a Short Term Consultant or Short Term Temporary as follows:

a. For a maximum of 30 days in the fiscal year during which separation took place, 30 days in the next fiscal year, and 150 days per fiscal year thereafter. Service performed for the Bank Group under a Bank Group appointment or as an employee of a firm, regardless of the source of funding, will count toward this limit.

b. A former Staff Member whose employment terminated as a result of a mutually agreed separation but who waived severance payments may be reappointed in accordance with paragraphs 8.01 and 8.02 of this Rule.

Reappointment after Termination for Misconduct, Unsatisfactory Performance and Non-Confirmation of Appointment

8.07 A former Staff Member whose employment terminated because of non-confirmation of appointment under Staff Rule 7.01, "Ending Employment," paragraphs 7.01-7.05, "Non-Confirmation of Appointment," for misconduct under Staff Rule 7.01, "Ending Employment," paragraphs 11.01-11.03, "Misconduct and Behavior Reflecting Adversely on the Reputation and Integrity of the Bank Group;" or for unsatisfactory performance under Staff Rule 7.01, "Ending Employment," paragraphs 12.01-12.04, "Unsatisfactory Performance," may not be reappointed.

Reappointment after Recovery from Disability

8.08 In the event that a Staff Member who has retired on a disability pension under the provisions of the Staff Retirement Plan, or who has terminated employment under the provisions of the Bank Group's Disability Program in accordance to Staff Rule 6.22, "Disability Insurance Program," recovers from disability, said Staff Member is eligible to seek reappointment via competitive selection for any Bank Group vacancy that s/he deems suitable.

SECTION IV - EXCEPTION
None

SECTION V - WAIVER
The Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Directive is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, Strategy and Operations, HRDAO

Director, IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
Procedure, Employment Screening Program

Procedure, Converting Term Appointments to Open-Ended Appointments

Procedure, Converting Term Appointments to Open-Ended Appointments for Administrative and Client Support (ACS) Staff in Executive Directors' Offices

Waiver of Directive, Staff Rule 4.01 – Appointment, regarding duration of Short Term Consulting Appointments in FCV

ANNEX(ES)
None
04 Entering Employment
04.02 Probation

01. Subject, Applicability and Scope
Subject and Policy Rationale

1.01 This Rule sets forth provisions governing the probationary period served by staff members when they enter employment with the Bank Group. The purpose of the probationary period is to assess the suitability of the Bank Group and the staff member to each other. This Rule was most recently amended on July 1, 2014.

Applicability

1.02 The provisions of this Rule apply to all staff members holding Open-Ended and Term appointments, including staff who are reappointed following a break in service.

02. Probationary Period
Length of Probation

2.01 The length of probation shall normally be one year. The probationary period may be extended by the staff member's Manager in consultation with the next-in-line Manager. The maximum probationary period shall not exceed two years.

Evaluation During the Probationary Period

2.02 During the probationary period, the Manager or Designated Supervisor shall:

a. as soon as practicable, meet with the staff member to establish the staff member's work program; and

b. provide the staff member feedback on the staff member's suitability and progress based on achievement of the work program, technical qualifications and professional behaviors.

03. Decisions on Confirmation of Appointment
Confirmation

3.01 At any point during or at the end of the probationary period, a decision to confirm a staff member's appointment shall be made by the staff member's Manager or Designated Supervisor, in consultation with the next-in-line Manager, based on a written assessment of the staff member's performance, technical qualifications and professional behaviors. The effective date of confirmation shall be the date specified by the Manager or Designated Supervisor. If the Manager or Designated Supervisor does not initiate an action prior to the end of the probationary period, to confirm the staff member, extend probation, or end a staff member's employment by non-confirmation of appointment, the staff member will be automatically confirmed at the end of his/her probationary period. The staff member will receive written or electronic notice of confirmation.
Non-Confirmation

3.02 At any point during or at the end of the probationary period, the staff member’s Manager may recommend to end a staff member’s employment by non-confirmation of appointment. The written recommendation to not confirm must be supported by: prior written notice to the staff member concerning deficiencies in his/her performance, technical qualifications, or professional behaviors; reasonable guidance and opportunity to demonstrate suitability for the position, and warning that failure to do so may result in termination. The staff member shall be provided an opportunity to comment on the recommendation. The recommendation, together with any comments of the staff member, shall be submitted to the Manager’s Manager (at Level GI or above) for decision, which shall be made in consultation with the Manager, Human Resources Team and with notice to the staff member’s Vice President. Termination procedures are specified in Section 6 of Staff Rule 7.01.
05 Organization and Personnel Management
05.01 Reassignment

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 5.01, "Reassignment" (hereinafter Rule) sets forth provisions governing the reassignment of staff members of the Bank Group. This Rule was most recently amended on June 8, 2017.

1.02 This Rule applies to all Staff Members holding Regular, Open-Ended and Term appointments in the Institutions of the World Bank Group.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

   a. Non-Managerial Position means a position other than division chief, equivalent to division chief or higher. A position equivalent to division chief is one for which the immediate supervisor is at the level of department director or above, or a position so designated by the responsible vice president.

   b. Reassignment means any transfer of a staff member from one position to another at the same grade or to or from an ungraded position in a field office.

SECTION III - SCOPE
3.01 A staff member may be reassigned at any time at the initiative of the Bank Group as provided below.

   Planned Periodic Reassignments

3.02 Staff members in positions at grades GF-GH whose professional disciplines are utilized in more than one department may be subject to planned periodic reassignment.

   Reassignment Initiated by the World Bank Group Human Resources Vice President, or the IFC Executive Vice President and CEO
3.03 The World Bank Group Human Resources Vice President (with respect to all positions), or his/her designee, may reassign a staff member within the Bank or MIGA when the interests of the Bank Group require it. The IFC Executive Vice President and CEO may reassign a staff member within IFC when the interests of the Bank Group require it. The World Bank Group Human Resources Vice President, or his/her designee, shall reassign a staff member who marries or registers as a domestic partner of a staff member assigned to the same vice presidency, department, or other unit, if one spouse or domestic partner supervises the other, directly or indirectly, or their duties are likely to bring them into routine professional contact. If two staff members assigned to the same department or unit (other than a vice-presidential unit) marry each other or register as domestic partners, one of the staff members shall be reassigned except as the World Bank Group Human Resources Vice President, or his/her designee decides.

Reassignment within a Vice-Presidential Unit

3.04 A staff member may be reassigned within a vice-presidential unit at any time by a senior manager to meet the work program needs of the vice-presidential unit.

Reassignment within the Same Department

3.05 A department director, or the senior manager responsible for the position, may reassign a staff member to a non-managerial position within the department or unit to which the staff member is currently assigned after consultation with the staff member and the Manager, Human Resources Team (IBRD/MIGA)/HR Regional Head (IFC), or a Designated Official.

Reassignment of Redundant Staff

3.06 A staff member who has been given notice that his/her employment is redundant and may be terminated under Staff Rule 7.01, "Ending Employment," paragraphs 9.01-9.09, "Redundant Employment," may be reassigned by the World Bank Group Human Resources Vice President, or a Designated Official, at any time prior to the staff member's receipt of notice of termination.

04. Reassignment at the Initiative of the Staff Member

4.01 Staff members may specify their assignment interests during the performance management process provided for in Staff Rule 5.03, "Performance Management Process." Staff members shall advise their managers of their intention to apply to announced vacancies.

Minimum Time in Assignment

4.02 Subject to paragraphs 3.01-3.06, "Reassignment at the Initiative of the Bank Group," of this Rule, the minimum time in assignment before a staff member is eligible for reassignment shall be two years for staff members in positions at grades GA-GE, three years for staff members in positions at grades GF or higher, and four years for staff members in positions at grades GH or higher in vice-presidential units, unless otherwise agreed by the staff member's manager and the staff member.

myJobWorld

4.03 When a non-managerial position at grades GH and below becomes vacant, it shall be announced in myJobWorld unless it is filled by a staff member being reassigned under any of the provisions of paragraphs 3.01-3.06, "Reassignment at the Initiative of the Bank Group," of this Rule, or when the Manager, Talent Acquisition Unit, or a Designated Official, decides the position should be filled externally. Staff members eligible for reassignment who wish to be considered for the vacancy shall respond to the myJobWorld announcement and shall inform their current manager. The manager shall indicate to the staff member any constraints regarding the release date which shall be included in the application, in accordance with paragraph 6.01 of this Rule.

05. Reassignment to and from World Bank Group Offices

Selection Process

5.01 Selection for the reassignment of staff to World Bank Group offices may be effected pursuant to paragraphs 3.01-3.06, "Reassignment at the Initiative of the Bank Group," and paragraphs 4.01-4.03, "Reassignment at the Initiative of the Staff Member," of this Rule. Concurrence of the department director responsible for the office and
the World Bank Group Human Resources Vice President, or Director, Human Resources, for Bank or MIGA staff, or the IFC Executive Vice President and CEO, or the IFC Director, Human Resources, for IFC staff, is required before the selection is made.

**Next Assignment**

5.02 Prior to the staff member’s reassignment to a field office, a commitment shall be made by a senior manager to assign the staff member to another position within the senior manager's vice-presidential unit following the satisfactory completion of the field assignment.

**Health Certification**

5.03 Before a decision to assign a staff member to the field is made final, the health of the staff member and accompanying members of the immediate family shall be evaluated as provided in Staff Rule 6.07, "Health Program and Services."

**Reassignment to a Short Term Assignment/Developmental Assignment**

5.04 A manager of a staff member may reassign a staff member to a Short Term Assignment or Developmental Assignment, as these terms are defined in Staff Rule 6.23, "Global Mobility Support for Short Term Assignments."

5.05 The overall duration of a Short Term Assignment and/or Developmental Assignment shall not exceed two years.

**06. Administration**

**Release Date**

6.01 Staff members reassigned through myJobWorld shall be released in accordance with the release date, if specified, on the job posting. Unless otherwise agreed, staff members shall be released from their current assignment within 60 calendar days after they have received notice of their selection.

**Grade and Salary**

6.02 A staff member being reassigned transfers to the new position without any change in grade or salary.

6.03 Positions may be filled by a staff member graded higher than the grade of the position, in accordance with the provisions of Staff Rule 5.06, "Assignments to Lower Level Positions."
SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
IFC Executive Vice President and CEO, CEXVP
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, Strategy and Operations, HRDAO
Director IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
No Related Documents

ANNEX(ES)
None

Questions regarding this Directive should be addressed to the Sponsor.
01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the conditions under which staff members may work for another entity or organization on External Service for the Bank Group or for a Wholly Owned Subsidiary of the Bank, IFC or MIGA. This Rule as revised was most recently amended on July 8, 2013.

Applicability

1.02 This Rule applies to staff members holding Regular, Local Regular, Open-Ended and Term appointments.

Definitions

1.03 In this Rule:

a. External Service With Pay means assignment to perform services for member governments, international organizations, or other entities providing technical assistance to the Bank Group clientele for which the staff member continues to be paid by the Bank Group.

b. External Service Without Pay means leave for one or more purposes described in paragraph 3.01 where the staff member does not continue to be paid by the Bank Group.

c. Service for a Wholly Owned Subsidiary means assignment to perform services for a Wholly Owned Subsidiary of the Bank, IFC or MIGA which furthers the interests of the Bank Group and for which the staff member continues to be paid by the Bank Group.

d. Bank Group Clientele means a borrower or guarantor of Bank loans, a recipient of International Development Association (IDA) credits, a recipient of IFC investments, or a recipient of investments guaranteed by MIGA.

e. Wholly Owned Subsidiary refers to an entity or organization that is a subsidiary of any World Bank Group organization, and whose ownership shares are 100% owned by any World Bank Group organization.

f. Country of Citizenship means any country of which a staff member is a citizen.

g. External Service Sponsor means, in the Bank and IFC, the vice president who provides the written re-
entry commitment for a staff member on External Service. In MIGA, the External Service Sponsor for all assignments is the Executive Vice President. The External Service Sponsor may designate a director in his vice presidential unit to act in his place for one or more purposes under this Rule.

02. Conditions for Approval of External Service

Eligibility of Staff Members

2.01 Staff members are eligible for External Service if they meet all of the following criteria:

a. their performance is fully satisfactory;

b. they are not currently on External Service;

c. they express, in writing to the External Service Sponsor, interest in the proposed assignment, or respond to an announced vacancy; and

d. their appointment with the Bank Group will not terminate by expiration of appointment or mandatory retirement until at least six months after the conclusion of the External Service assignment.

03. Approval of External Service

Nature of Assignment

3.01 The Bank Group will consider applications from staff members for assignment to External Service if, in the opinion of the External Service Sponsor, the proposed assignment supports Bank Group objectives in one or more of the following ways:

a. by providing technical assistance to Bank Group clientele;

b. by enhancing the Bank Group's relations with member countries, the United Nations, other international organizations, or other agencies sharing the Bank Group's missions; or

c. by enabling Bank Group staff to acquire skills and experience which the External Service Sponsor considers will contribute to the Bank Group's efficiency and effectiveness.

Limitations

3.02 The External Service Sponsor decides on the External Service request, subject to the following limitations:

a. Work Requirements. The HR Manager or designated official may determine, in consultation with the External Service Sponsor, that a staff member cannot be assigned to External Service because of the Bank Group's work requirements.

b. Appointments to Public Office with a Political or Policymaking Character. Appointments as minister, deputy minister, head or deputy head or equivalent of a central bank or other public agency having a political or policy-making character are not allowed as External Service. Staff members accepting such appointments shall resign. Appointments to other posts in public office, including senior or civil service posts, may be allowed as External Service unless otherwise determined by the Vice President, Human Resources. If required to do so by the Vice President, Human Resources, staff members accepting such appointments shall resign.

c. Appointments for Projects or Other Activities Funded or Guaranteed by the Bank Group. Staff members may not accept as External Service appointments to a project or other activity funded or guaranteed by the Bank Group that they have helped to appraise, to a project or other activity located in their country of citizenship funded by the Bank Group, or to a position which would involve their reporting directly to the Bank Group. Staff members accepting such appointments shall resign. Appointments for other projects or other activities funded by the Bank Group may not be allowed as External Service unless the External
Service Sponsor, after considering the expected value of the assignment and the potential for conflict of interest, approves the assignment and the HR Manager or designated official conurs.

Length of External Service

3.03 The maximum length of External Service is two years, unless the External Service Sponsor, in consultation with the HR Manager or designated official decides to extend the duration of the External Service. The maximum extension shall be two years. The maximum total duration of the External Service shall be four years.

Terms of Reference

3.04 Terms of reference, including reporting relationships, shall be agreed in writing between the External Service Sponsor or designated official and the receiving entity before final approval of the assignment.

Work for the World Bank Group During External Service

3.05 In extraordinary circumstances and with the staff member's agreement, the World Bank Group may employ the staff member during the External Service period for tasks unrelated to the External Service. Such employment shall be limited to 90 days of work per fiscal year. For staff on External Service With Pay, there is no additional salary payment, and the staff member must demonstrate that the receiving entity agrees to his/her working for the World Bank Group during External Service. For staff on External Service Without Pay, the staff member may receive a stipend in the same manner as described in Staff Rule 6.06, para. 6.07(a) and must demonstrate that he or she is not earning income from the receiving entity during the period that he or she is working for the Bank Group. Working for the World Bank Group during External Service (with or without pay) does not change: the staff member's appointment type or its duration; entitlement to benefits specified in Section 6 of this rule; or the duration of external service.

04. Re-Entry

4.01 A written commitment to provide either a position for the staff member or 6-months' conditional reentry at the end of the External Service assignment shall be provided by the External Service Sponsor. Alternatively, for managerial staff at grades GH and above, this commitment may be given by the Vice President, Human Resources or a designated official.

05. Performance Evaluation, Salary Review and Promotions

Performance Evaluation

5.01 The Bank Group shall not evaluate the performance of staff members on External Service, either during or after completion of the assignment. Staff members may record accomplishments during External Service in a memorandum for inclusion in the evaluation section of their career file.

Salary Review

5.02 Salary adjustments for staff on External Service will be governed by the provisions of Rule 6.01, "Compensation."

Promotion

5.03 Skills and experience acquired during External Service will be taken into consideration in evaluating the staff member's eligibility for promotions in accordance with Rule 5.05, "Promotion," after the staff member returns to active service.

06. Benefits and Allowances

External Service With Pay

6.01 The benefits for staff on External Service With Pay are as follows:
a. For assignments in the staff member’s duty station, there is no change in benefits or allowances.

b. For assignments of 12 months or less in a different duty station, a staff member shall be treated as if he or she were on operational travel or a Short Term Assignment, as appropriate.

c. Unless otherwise determined by the External Service Sponsor and the Manager, Compensation and Benefits or designated official, for assignments of more than one year in a different duty station, the staff member shall receive the benefits and allowances applicable to Headquarters staff assigned away from Headquarters, in accordance with the provisions of Rule 6.17, “Extended Assignment Benefits”, except that no Assignment Allowance shall be paid for assignments to Western Europe, Japan, Australia or New Zealand.

**External Service Without Pay**

6.02 The benefits for staff on External Service Without Pay are as follows:

a. A staff member who is a participant in the Group Life Insurance Plan or the Optional Accidental Death and Dismemberment (ADD) Insurance or the Medical Insurance Plan or the Medical Benefits Plan, may continue his or her participation, provided that the staff member continues to pay the required staff contributions during his or her assignment.

b. A staff member who is a participant in the Staff Retirement Plan may not continue making contributions during the period of External Service Without Pay. However, following return to pay status in the Bank Group for at least 180 days, the staff member may be eligible to elect to purchase optional pension service for External Service Without Pay, in accordance with terms and conditions set forth in the Staff Retirement Plan and in accordance with Staff Rule 6.20 - "Retirement Benefits", paragraph 4.01.

c. External Service Without Pay Loan. A staff member holding an open ended, term or local regular appointment may apply for an interest-free loan to cover contributions under the Medical, Group Life or Optional ADD Insurance Plans that may be anticipated during the period of External Service in accordance with the provisions of Rule 6.18, "Financial Assistance to Staff Members".

d. Staff members on External Service Without Pay are not eligible for, nor do they accrue, any annual, sick, maternity, adoption or paternity leave nor service towards home country travel, mobility premium, points towards spouse travel, or service towards separation grant, nor are they eligible for or entitled to any other World Bank Group benefit or insurance coverage while on External Service Without Pay except as otherwise specified in this Section.

07. **Relocation for External Service Without Pay**

7.01 Where relocation costs are not met by the organization to which the staff member is to be assigned on External Service Without Pay, the following may be paid for, at the discretion of and by the External Service Sponsor, as follows:

a. Travel. A round-trip, by less than first class air, between the staff member's duty station and the location where he/she will spend his External Service Without Pay, for the staff member and, if the initial assignment is to last more than six months, for the spouse and dependent children in the staff member's household.

b. Shipment of Personal and Household Effects. A shipment of the staff member's personal and household effects to and from External Service Without Pay limited to a 20-ft. container shipped by surface.

c. Insurance. The Bank Group will pay for the full cost of providing insurance coverage for the staff member's personal and household effects while in transit under the provisions of this Rule, up to $200,000.

08. **Service for a Wholly Owned Subsidiary**

8.01 Service for a Wholly Owned Subsidiary of the Bank, IFC or MIGA is provided under this Rule on the same terms and conditions as External Service, except:
a. Paragraph 3.01 of this Rule does not apply. The Bank Group will consider applications from staff members for assignment to work for a wholly owned subsidiary of the Bank, IFC or MIGA.

b. Paragraph 3.02(c) of this Rule does not apply. All assignments to work for a wholly owned subsidiary must be reviewed for potential conflict of interest by the Sponsor in consultation with the HR Manager.

c. Paragraph 3.03 of this Rule does not apply. The initial duration and the duration of any extension of Service for a Wholly Owned Subsidiary may be up to four years. The maximum total duration of Service for a Wholly Owned Subsidiary shall not exceed eight years. In exceptional circumstances based on a compelling business rationale, the Vice President of Human Resources of the Bank may authorize a maximum total duration of ten years.

d. Paragraph 5.01 of this Rule does not apply. The performance of staff on Service for a Wholly Owned Subsidiary will be evaluated by the subsidiary.

e. In addition to the provisions of paragraph 5.03 of this Rule, staff on Service for a Wholly Owned Subsidiary are eligible for promotion during such service.
01. Subject, Applicability and Scope

Subject and Policy Rationale

1.01 The purpose of performance management is to periodically review staff members' work performance (which includes professional and work-place behavior) in order to promote the most effective use of expertise, to determine the quality of service, to recognize achievements, and to identify learning and development needs. This Rule sets forth provisions governing performance management in the Bank Group. This Rule was most recently amended on January 24, 2011.

Applicability

1.02 Except where specified otherwise, the provisions of this Rule apply to all staff members holding Regular, Open-Ended, Term, and Local Regular appointments.

02. Performance Management Procedures

Annual Review

2.01 The annual review procedures are as follows:

a. At least once in a twelve month period, the Manager or Designated Supervisor and the staff member shall meet and discuss the staff member's performance, achievements, strengths, areas for improvement, and future development needs. In exceptional circumstances, for World Bank staff, the Vice President, Human Resources or Director, Human Resources, Client Services and for IFC staff, the Vice President for Human Resources or the Director, Human Resources may require that performance evaluations be completed by the Manager or Designated Supervisors more or less frequently.

b. The Manager or Designated Supervisor shall provide the staff member with a written summary assessment of the staff member's performance during the review period.

c. The Manager or Designated Supervisor, in consultation with the staff member, shall establish in writing the development priorities for and the results to be achieved by the staff member during the upcoming review period.

d. If during the review period the staff member has reported to more than one Supervisor for a period of three months or more, the staff member, the Manager or the Designated Supervisor may request the other supervisor(s) to provide supplemental written performance evaluations to the staff member.
e. The staff member may submit written comments on the performance evaluation and any supplemental evaluation.

f. The staff member shall sign the written performance evaluation and any supplemental evaluation to verify that he or she has participated in a performance review discussion and has read the completed evaluation. Should a staff member refuse to sign the performance evaluation or a supplemental evaluation, the Manager or Designated Supervisor and/or the Supervisor shall continue the evaluation process noting and reasons given by the staff member for the refusal, if any.

g. The Reviewing Manager shall review and sign the performance evaluation and any supplemental evaluations. If the Reviewing Manager agrees with the assessment of the staff member's performance, and recommendations, if any, comments are optional. If the Reviewing Manager disagrees with the assessment or recommendations, he or she shall set forth in writing and provide to the staff member the reasons for the disagreement and recommended action, if any.

Disposition of Record

2.02 Documents which record the assessment of the staff member's performance required under this Rule shall be sent by the Manager or Designated Supervisor to the Human Resources Officer for placement in the staff member's Staff Records.

03. Management of Unsatisfactory Performance

Applicability

3.01 This Section applies to staff members holding confirmed Regular, Open-Ended, Term, and Local Regular appointments.

Procedure

3.02 If a Manager or Designated Supervisor determines that a staff member's performance (which includes professional and work-place behavior) is not satisfactory, the Manager or Designated Supervisor may do the following:

a. Consider reassignment to another position under Rule 5.01 or assignment to a lower level position under Rule 5.06.

b. Discuss and Document Opportunity to Improve Unsatisfactory Performance: Discuss and share with the staff member in writing:
   i. the aspects of performance that are not satisfactory,
   ii. guidance on what improvement is expected and by when, and
   iii. the possible consequences of failure to improve.

c. Health Assessment: Request a health assessment under Rule 6.07, paragraph 3.03 if performance problems are believed to be health-related.

Recommend Action

3.03 In the case of failure to achieve or sustain satisfactory performance following a documented opportunity to improve under sub-paragraph 3.02(b), a Manager or Designated Supervisor may recommend, with the concurrence of the HR Team Manager, further actions consistent with that documented discussion. The recommendation shall be in writing, to the next in line manager at Level GI or above, and may include: (i) reassignment to another position under Rule 5.01; (ii) assignment to a lower level position under Rule 5.06, or (iii) termination in accordance with Rule 7.01, Section 11, Unsatisfactory Performance. The staff member will be given a copy of the recommendation and at least 14 calendar days to comment prior to a decision on the recommendation.
05 Organization and Personnel Management
05.04 Discontinued

05.04 Discontinued

Staff Rule 05.04 has been discontinued and no longer effective.
05 Organization and Personnel Management
05.05 Promotion

SECTION I – PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 5.05, "Promotion" (hereinafter Rule) governs the promotion of Staff Members in the Bank Group. This Rule was most recently amended on March 9, 2018.

1.02 This Rule applies to all Staff Members holding Regular, Open-Ended and Term appointments.

SECTION II – DEFINITIONS
2.01 Capitalized terms in this Rule have the meaning ascribed to them in Staff Rule 1.01, "General Provisions."

SECTION III – SCOPE
03. Promotions

Promotion Procedures

3.01 Promotions may occur as a result of:

a. job review or evaluation under Rule 6.05 "Job Evaluation";

b. decision to promote a staff member to a higher grade during an annual review conducted under Rule 5.03 "Performance Management," section 2; or

c. decision to reassign a Staff Member selected for a position at a higher grade through a competitive selection process.

Effective Date of Promotion

3.02 The effective date of promotions described in paragraphs 3.01(a) and 3.01(c) of this Rule will be determined by the hiring Manager, in consultation with the releasing Manager where applicable, and
shall be the first day of the World Bank Group's bi-monthly pay period, currently as either the first (1st) or sixteenth (16th) of any given month. The effective date of a promotion described in paragraph 3.01 (b) of this Rule will be the date specified by the World Bank Group Human Resources Vice President during the annual review cycle.

**Salary Increase Upon Promotion**

3.03 Salary increases upon promotion are governed by the provisions of Staff Rule 6.01, "Compensation."

**Alternative Procedures**

3.04 Upon the request of the responsible Vice President, the World Bank Group Human Resources Vice President may from time to time adopt alternative or modified procedures for the selection, clearance, and approval of Staff Members for promotion in a Vice Presidential Unit. Such procedures shall be made available to the Staff of that Vice Presidential Unit.

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**SECTION IV – EXCEPTION**

None

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**SECTION V – WAIVER**

The Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

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**SECTION VI – OTHER PROVISIONS**

None

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**SECTION VII – TEMPORARY PROVISIONS**

None

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**SECTION VIII – EFFECTIVE DATE**

This Directive is effective as of the date on its cover page.

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**SECTION IX – ISSUER**

The Issuers of this Directive are:

World Bank Group Human Resources Vice President, HRDVP

IFC Chief Executive Officer, IFCEO

MIGA Executive Vice President and CEO, MIGEX

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**SECTION X – SPONSOR**

The Sponsors of this Directive are:

Director, HR Compensation and Performance, HRDCP

Director, IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

### SECTION XI – RELATED DOCUMENTS
None

### ANNEX(ES)
None

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05 Organization and Personnel Management
05.06 Assignments to Lower Level Positions

01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth provisions governing the assignment of a staff member to a position graded at a lower level than his/her current job and salary administration in the lower level position. This Rule was most recently amended on July 8, 2013

Applicability

1.02 This Rule applies to staff members holding Regular, Open-Ended, Local Regular, and Term appointments.

Definitions

1.03 In this Rule Lower Level Position means a position in which the maximum of the salary range is lower than the maximum of the salary range of the staff member’s current grade.

02. Assignments to Lower Level Positions Due to Unsatisfactory Performance or as a Disciplinary Measure

Decision to Assign

2.01 A staff member whose performance is not satisfactory and who has good prospects for satisfactory performance at a lower level position may at any time be assigned to a lower level position by a Senior Manager responsible for the lower level position with the agreement of the staff member and in consultation with the Manager, Human Resources Team for Bank and MIGA staff, and Director, Human Resources for IFC staff. A staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff, and Director, Human Resources for IFC staff, or a designated official.

2.02 A staff member may be assigned to a lower level position as a disciplinary measure under the decision-making procedures in either Staff Rule 3.00 or Staff Rule 8.01.

Grade and Salary Administration

2.03 A staff member who is assigned to a lower level position under this Section assumes the lower grade and any associated change in title upon the effective date of transfer. The staff member's net salary on the effective date of transfer may not exceed the maximum of the salary range of the new grade. In addition, the staff member's net salary may be re-determined based on a review of the net
salaries of other staff members working at the same level and function, taking account of Bank Group
service. The determination of net salary is made by the staff member's manager in consultation with the
Manager, Human Resources Team for Bank and MIGA staff, or Director, Human Resources for IFC
staff, or a designated official.

03. Assignments to Lower Level Positions For Reasons Other Than Unsatisfactory Performance or as a
Disciplinary Measure
Decision to Assign

3.01 A staff member may be assigned to a lower level position as a result of:

i. a formal Job Evaluation as provided in Staff Rule 6.05;
ii. redundant employment under Staff Rule 7.01;
iii. mutual agreement;
iv. medical or other personal reasons; or
v. other reasons.

The decision on reassignment will be made by a Senior Manager responsible for the lower level
position in consultation with the staff member and with the concurrence of the Manager, Human
Resources Team for Bank or MIGA staff, or the Director, Human Resources, for IFC staff and, in the
case of health-related issues, with the advice of the Director, Health Services Department. The staff
member will be notified in writing of the terms and conditions of the new assignment by the Manager,
Human Resources Team for Bank and MIGA staff, or the Director, Human Resources, for IFC staff, or
designated officials.

Grade and Salary Administration

3.02 A staff member who is assigned to a lower level position under this Section assumes the lower
grade and any associated change in title on the effective date of transfer but retains his/her existing net
salary.

3.03 At the time of the assignment to the lower level position for Reasons Other Than Unsatisfactory
Performance or as a Disciplinary Measure, the Manager, Human Resources Team, for Bank or MIGA
staff, or the Director, Human Resources for IFC staff, may agree in writing that the staff member may
elect to terminate his/her employment within six months of the assignment to the lower level position. A
staff member who makes the election will do so in writing and will be entitled to severance payments as
if separation had occurred under the provisions of Section 8, Rule 7.01, “Ending Employment” or
Section 13, Rule 7.02, “Benefits on Ending Employment,” whichever may be applicable and agreed to
prior to the assignment to the lower level position. A staff member separating under this Section 3.03
shall not be entitled to a six months’ notice of redundancy.

04. Assignments to Lower Level Positions with No Change in Grade
Decision to Assign

A staff member may be assigned to a lower level position, provided that the staff member accepts the
assignment, when the Vice President, Human Resources or his/her designated official decide there is
an organizational benefit to such an assignment. A memorandum identifying the organizational benefit,
the staff member’s qualifications for the position, and the nature and the duration of the assignment will
be placed on the staff member's career file by the Manager, Human Resources Team or the Director,
Human Resources, IFC, or designated officials.

Grade and Salary Administration

4.02 A staff member who is assigned to a lower level position under this Section retains his/her existing
grade, and his/her salary is administered within the salary range of such existing grade for the duration
of the assignment.
05. Overtime Payments

Eligibility

05.01 In instances of assignment to a lower level position which qualifies for overtime payments, except for assignments as described in paragraph 4.02 above, the staff member is eligible to receive such overtime payments with immediate effect.
05 Organization and Personnel Management
05.07 Hours of Work, Work Schedules, and Official Holidays

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 5.07 – "Hours of Work, Work Schedules, and Official Holidays," (hereinafter Rule) sets forth the provisions governing hours of work, work schedules, and official holidays.

1.02 Except where otherwise specified within the text, this Rule applies to the Staff of the Institutions of the World Bank Group.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Alternative Work Schedule (AWS). The term "alternative work schedule" means 80 hours biweekly in nine work days, with the 10th day off, workload permitting.

b. Core Hours. The term "core hours" means the time during the work day when staff must be present for work. Unless otherwise agreed between a staff member and his/her manager, core hours at Headquarters means 10:00 a.m. to 4:00 p.m., including an individual lunch break. Core hours at other Bank Group offices will be established by the head of the office, taking into account the customary local office hours.

c. Home-Based Work (HBW). The term "home-based work" means a work arrangement that permits a staff member to carry out tasks at home during a regular or individual work schedule.

SECTION III - SCOPE
3.01 The regular hours of work at Headquarters, including the lunch period, are from 9:00 a.m. to 5:30 p.m., Monday through Friday. Alternative regular hours of work may be specified for staff members in units where the work is performed in shifts, where an Alternative Work Schedule has been established, where a requested Home-Based Work assignment has been authorized, or for staff members designated by their supervisors as performing essential tasks. During missions, the hours of work are
established by the designated head of the mission.

3.02 The regular hours of work at other Bank Group offices will be established by the head of the office, taking into account the customary local office hours.

3.03 With approval in advance by the staff member’s supervisor, a staff member may elect individual hours of work.

3.04 Supervisors are responsible for ensuring that their organizational units are adequately staffed during regular hours of work with due regard for their clients' needs. Staff members who have individual hours of work may be required to revert to regular hours of work should this become necessary in the judgment of their supervisors.

3.05 Staff members must adhere to their regular hours of work, except during periods of approved leave, operational travel and work on mission, official holidays, or when they are excused from duty because of hazardous weather conditions or for other reasons.

04. Regular Work Schedule

4.01 The regular work schedule is 40 hours per week, unless an alternative schedule is specified in the staff member's letter of appointment, or by the supervisor in a subsequent written agreement (e.g., a Reduced Work Schedule arrangement in accordance with Staff Rule 5.08, "Reduced Work Schedule"); or by the head of the country office, taking into account prevalent local office hours.

4.02 During periods of unusually heavy workload, staff members may be required by their supervisors to work during a weekend, on an official holiday, or on a work day before their scheduled starting time or after their scheduled finishing time. The provisions governing payment of overtime for such work are in Staff Rule 6.03, "Overtime."

05. Alternative Work Schedule (AWS)

5.01 Alternative Work Schedules may be established on a work unit or an individual basis with the manager’s approval. A staff member in a work unit which has adopted an Alternative Work Schedule program has the option not to participate. An Alternative Work Schedule may be terminated at any time by the staff member or the responsible manager.

5.02 For staff members on an Alternative Work Schedule, for eight days in a two week period, work will finish after nine hours, plus the time taken for lunch. One day in the two week period will finish after eight hours, plus the time taken for lunch. The remaining day within the two week period will require zero hours work. Staff members must observe their Alternative Work Schedules and daily hours of work, except during periods of operational travel and work on mission.

5.03 Staff members on an Alternative Work Schedule have one scheduled non-work day every ten working days. If an official holiday falls on the scheduled non-work day, staff members will be credited with 8 hours of annual leave or 8 hours of all-purpose leave for staff holding ETT or ETC appointment. Staff members who work on their scheduled non-work day, including those who are on operational travel or mission, may take comparable time off within 30 days of that scheduled non-work day, with the approval of their manager. Staff members who are eligible for overtime payments in accordance with Staff Rule 6.03, "Overtime," may be granted overtime payment in lieu of comparable time off for work performed on their scheduled non-work day, provided such work was not performed while on operational travel or on mission.

06. Official Holidays

6.01 The official holidays at Headquarters are established by the World Bank Group Human Resources Vice President, or designated official, taking into account the official holiday practices in Washington, DC.

6.02 The official holidays at other Bank Group offices are established by the head of that office, taking into account local practice, but not exceeding 11 days per year. Staff members will be notified of the official holidays observed at their duty station.

6.03 The official holidays observed at Headquarters are the following:
New Year's Day: January 1

Martin Luther King Jr.'s Birthday: Third Monday in January

George Washington's Birthday: Third Monday in February

Memorial Day: Last Monday in May

Independence Day: July 4

Labor Day: First Monday in September

Columbus Day: Second Monday in October

Thanksgiving: Fourth Thursday in November and the Friday immediately following (in lieu of Veteran's Day)

Christmas Day: December 25

6.04 At Headquarters, when January 1, July 4, or December 25 falls on a Saturday, the preceding Friday will be observed as an official holiday. When any of these dates falls on a Sunday, the following Monday will be observed as an official holiday. When January 1 and December 25 fall on a Tuesday or Thursday, staff not otherwise instructed will be excused from duty on the preceding Monday or the following Friday, respectively. When January 1 and December 25 fall on a Wednesday or Friday, staff members not otherwise instructed will be excused for a half day on the preceding afternoon. A staff member required to remain on duty during these excused periods will not be entitled to overtime pay in respect of such work (because these excused periods are not official holidays). The staff member may, however, be granted equivalent time off without charge to leave as soon as possible thereafter, in accordance with Section 10. "Administrative Leave," of Staff Rule 6.06, "Leave."

6.05 Whenever an official holiday recognized at a staff member's Home Duty Station occurs while that staff member is in operational travel status outside the duty station country, the staff member will be credited with leave as follows:

a. Staff holding Regular, Open-Ended, Term, or Local Regular appointments will be credited with 8 hours of annual leave.

b. Staff holding an Extended Term Consultant or Extended Term Temporary appointment will be credited with 8 hours of all-purpose leave.

6.06 Staff members on leave without pay during an official holiday will not be eligible for pay for that day, nor may they return to pay status on an official holiday.

SECTION IV - EXCEPTION
None

SECTION V - WAIVER
The Issuers, or their designees, may waive any provision of this Rule, with respect to their staff members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None
SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
IFC Executive Vice President and CEO, CEXVP
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, Strategy and Operations, HRDAO;
Director IFC Human Resource Department, CHRDR;
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI - RELATED DOCUMENTS
No Related Documents

ANNEX(ES)
None

Questions regarding this Directive should be addressed to the Sponsor.
05 Organization and Personnel Management
05.08 Reduced Work Schedule

SECTION I - PURPOSE AND APPLICATION
Subject

1.01 This Rule sets forth the provisions governing a change from full-time work to a reduced work schedule. This Rule was most recently amended on December 31, 2015.

Applicability

1.02 This Rule applies to staff members holding Open-Ended, Term, Regular, Local Staff, Regular appointments.

SECTION II - DEFINITIONS
None

SECTION III - SCOPE

02. Approval Criteria

2.01 A staff member who meets the criteria in paragraph 1.02 may apply to his/her manager for a reduced work schedule. Reduced work schedules may be used to job share, phase into retirement or work part-time. If, after consulting with the responsible Human Resources Officer, the manager agrees with the request, then the responsible department director or vice president, or head of the country office to which the staff member is assigned, may approve the request if the staff member's reduced work schedule will not have a substantially negative impact on the unit's performance and work program. Reduced work schedules may be granted with or without a reentry commitment.

2.02 A staff member may request a Reduced Work Schedule at any time for staff assigned to a full time position. A manager may also establish a position as a Reduced Work Schedule position at the point of recruitment. That position would remain a Reduced Work Schedule position unless the next in line manager agrees to increase the required work percentage, and the budget and work program support such a change.

03. Terms of Employment Applying to Staff Members on a Reduced Work Schedule

Duration
3.01 Terms governing the duration of a reduced work schedule are as follows:

Once a staff member's reduced work schedule has been approved under paragraph 2.01, the duration of each period of reduced work will be determined by the staff member's manager in consultation with the staff member. The staff member's manager may authorize a period of up to two (2) years on a reduced work schedule. After 2 years, renewal of a staff member's reduced work schedule is subject to annual review by the manager, preferably at the time the unit's work program and staffing program is developed. The staff member's manager, department director or vice president, or the head of the country office to which the staff member is assigned, may end or modify an approved reduced work schedule. The manager would provide the staff member with not less than 45 calendar days advance notice of such a change. The staff member may request an end or modification to the Reduced Work Schedule (RWS) but such a change must be approved by the manager as above.

The duration of a Term appointment may not be extended by the approval of a change from full-time work to a reduced work schedule.

Work Schedule

3.02 A staff member may work no less than 50 percent of the regular work week schedule. The work schedule must be established in agreement with the staff member's manager.

Salary

3.03 The salary of a staff member on a RWS agreement will be the same percentage of their net salary as the percentage the agreed hours of reduced work bear to full-time work. A staff member will be eligible for consideration for salary increases on the same basis as staff members in full-time work status holding the same type of appointment as the staff member on reduced work schedule.

Overtime

3.04 A staff member who is eligible for paid overtime will be paid at their regular rate of pay for authorized work up to the full-time work week, as established under Rule 6.03, "Overtime," and Rule 5.07, "Work Schedules, Hours of Work, and Official Holidays," and at the overtime rate for any time they are required to work in excess of the full-time work week. Staff members who are not eligible for overtime under Rule 6.03, "Overtime," will not be paid for time worked in excess of the reduced work schedule, except as provided in paragraph 3.06 and paragraph 3.07 below.

Operational Travel

3.05 When in operational travel status, a staff member will be required to work the full-time work week and may elect to receive full-time salary during the mission period. Alternatively, with the manager's approval, the staff member may, within the current leave year following completion of the mission, take equivalent time off for the hours worked beyond the established reduced work schedule up to the full-time work week.

Training

3.06 During the period of a RWS agreement, staff members are eligible to receive Bank Group sponsored training. If the Bank Group requires a staff member to attend training sessions with the result that the time worked, including time in training, exceeds the established reduced work schedule, the staff member may elect to be paid the corresponding salary amount for the total number of hours attended up to full-time. Alternatively, with the manager's approval, the staff member may, within 3 months following completion of the training, take equivalent time off for the hours worked beyond the established reduced work schedule up to the full work week.

Benefits

3.07 Staff members remain eligible for the benefits applicable to their category of appointment, subject to the following conditions:

1. Leave. The accrual of annual, paid parental, and sick leave will be prorated based on the proportion of time the established reduced work bears to full-time work. Paid parental leave taken during, or immediately
following, a period of reduced work is paid on the basis of the established reduced work schedule.

2. **Dependency (Tax Equivalency) Allowances.** Dependency (tax equivalency) allowances will be based on the net salary paid for the established reduced work schedule.

3. **Medical Insurance.** Staff members may continue participation in the Medical Insurance Plan or Medical Benefits Plan, whichever is applicable, and contribute based on the full-time equivalent of their net salary.

4. **Life and Accident Insurance.** All HQ and CO staff members will be covered under the Group Life Insurance Plan and the Accidental Death and Dismemberment (ADD) Insurance Plan based on the full-time equivalent of their net salary. Staff members may continue participation in the Optional and Dependent Group Life Insurance Plans and the Optional ADD Insurance Plan and contribute based on the full-time equivalent of their net salary. Staff members must elect, in writing, before commencing their reduced work schedules if they wish to reduce coverage to the level applicable to the net salary payable under the reduced work schedule and contribute on that basis.

5. **Financial Assistance.** Where financial assistance is based upon income, the amount granted will be based on the net salary established for the reduced work schedule.

6. **Payments on Ending Employment.** If a staff member's employment ends at the end of a period of reduced work, the payment in lieu of any accrued annual leave for which the staff member may be eligible will be based on the full-time equivalent of the staff member's net salary. The separation grant, termination grant, and severance payments will be based on the full-time net salary equivalent and, in calculating the amount of the grants and severance payment, periods of assignment to reduced work will be prorated based on the proportion of time the established reduced work schedule bears to full-time work.

7. **Mobility Support.** The amount of the Mobility Support benefits payable under Policy on Global Mobility Support will be prorated based on the proportion of time the established reduced work schedule bears to full-time work.

8. **Staff Retirement Plan.** Staff members enrolled in the Staff Retirement Plan will continue their participation. Their contributions and pension accrual will be prorated in accordance with the terms of the Plan.

9. **Disability and Workers' Compensation.** Staff members will continue to be covered under the Bank Group's Disability Program, and Workers' Compensation Program.

10. **Other Benefits.** Service accruing for purposes of resettlement will be prorated based on the proportion of time the established reduced work schedule bears to full-time work.

**Official Holidays**

3.08 Staff will be entitled to official holidays falling on their scheduled workdays.

**Employment Outside the Bank Group**

3.09 The employment or self-employment of staff members outside the Bank Group is governed by the provisions of "Rule 3.02, Employment Outside the Bank Group."
SECTION VIII - EFFECTIVE DATE
Effective Date for this Directive is 1/1/2016

SECTION IX - ISSUER
The World Bank Group Human Resources Vice President, HRDVP

SECTION X - SPONSOR
Lead HR Specialist, Policy II, HRDAO
06 Compensation
06.01 Compensation

Section I - Purpose and Application
1.01 This Directive sets forth guidelines for periodic review and administration of general levels of compensation, salary scales, and annual pay increases for employees of the World Bank Group.

1.02 The revision replaces the Market Reference Point with the Midpoint as the target market position for WBG salary scales, and requires the minimum and maximum salary at each grade to be equidistant from the Midpoint. The revision also establishes the Total Merit Increase as the mechanism for providing Annual Pay Increases to staff. It eliminates the Minimum Increase and Confirmation Increase provisions.

1.03 This Directive applies to all World Bank Group staff members holding Open-Ended, Term, Regular Headquarters and Regular Local appointments.

Section II - Definitions
The following definitions apply to this Directive:

2.01 Salary Scale indicates the range of salary that staff may be paid at each grade based on pay practices in the local market. Salary scales are published annually by World Bank Group Human Resources Vice President, HRDVP.

2.02 Midpoint is the point in the salary scale broadly aligned with local labor market at the 75th percentile of salaries. Midpoints are published by the World Bank Group Human Resources Vice President, HRDVP, at the time of the annual salary review.

2.03 Total Merit Increase (or TMI) is the total amount authorized for distribution to Bank Group staff members, expressed as a percentage of the total payroll. The Total Merit Increase consists of Structure Adjustment, Salary Progression Adjustment, and Supplemental Merit Increase components.

2.04 Structure Adjustment is the lesser of the amount required to increase the Midpoint of the salary scale at each grade to the new Midpoint based on a market review, or the amount required to move average salaries to the new Midpoint at each grade, expressed as a percentage of total payroll.

2.05 Salary Progression Adjustment (or SPA) is an annual pay increase component that together with the Structure Adjustment is provided to all staff members with performance that fully meets or exceeds expectation.
2.06 **Supplemental Merit Increase (or SMI)** is an annual pay increase component provided to staff members who receive top performance ratings.

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**Section III - Scope**

**SALARY SCALES**

**General**

3.01 World Bank Group salary scales provide a range of salaries that staff appointed to a salary plan may be paid at each grade. Salary scales are stated net of income tax in the currency paid for a salary plan. World Bank Group staff members are paid a salary net of taxes except as otherwise provided in a letter of appointment. Salary scales for positions graded GA (or G1 where applicable) through GK will be published annually by the World Bank Group Human Resources Vice President, HRDVP. Salary scales are based on a Midpoint for each grade and are subject to review as provided in this Rule.

**Grades GA through GI**

3.02 Midpoints for Grades GA through GI will be established by the World Bank Group through reference to pay practices of selected comparator organizations in the local labor market composed of public and private sector organizations. In selecting comparator organizations, the World Bank Group will consider the quality and soundness of their compensation programs, their relevance, size and stability.

3.03 Where available, market data will be based on private and public sector organizations, weighted at two-thirds and one-third respectively, for Grades GA through GH, and weighted at 50 percent each for Grade GI.

3.04 The relationship of the Midpoints for Grades GA through GI to salaries in the local labor market is set at the 75th percentile of the market or an equivalent proxy market position at each grade on a net of income tax basis.

3.05 A comprehensive labor market review will determine the alignment of the salary scale to the market in one year, followed by up to two years of salary scale updates based on published projected market salary increases. Annual market reviews will be conducted for salary plans in fragile, volatile or dynamic labor markets, or as otherwise deemed necessary by the Manager, Compensation and Benefits, HRDCB. Market reviews in volatile markets may occur more than once per year as deemed necessary by the Manager, Compensation and Benefits, HRDCB in consultation with the World Bank Group Human Resources Vice President, HRDVP and concerned Vice Presidents.

**Grades GJ and GK**

3.06 The Midpoints for Grades GJ and GK are adjusted by the Consumer Price Index (CPI) movement for the Washington, DC-Baltimore area from May of the previous calendar year to May of the current year.

**Salary Scale Minimum and Maximum**

3.07 The minimum salary and maximum salary shall be equidistant from the Midpoint at each grade.

**International Competitiveness**

3.08 The international competitiveness of the U.S. salary scale at grades GE through GH will be analyzed every four years in comparison to a market comprised of comparator organizations from member countries selected by the Bank Group, currently France and Germany.

**ANNUAL PAY INCREASES**

**Total Merit Increase**

3.09 The Total Merit Increase will be determined annually as the total salary increase authorized for distribution to staff through pay for performance increases. The Total Merit Increase equals the sum of the Structure Adjustment, the Salary Progression Adjustment and the Supplemental Merit Increase.

a. The Structure Adjustment reflects the percentage of payroll adjustment required to broadly align the salary scale with the 75th percentile of the comparator market.

b. The Salary Progression Adjustment is determined for the Washington salary plan based on a five-year
rolling average of the ratio of the salaries of confirmed staff members in grade for more than one year to the Midpoint. For staff appointed in locations other than Washington, the SPA is determined based on the ratios of the salaries of confirmed staff members who have been in their grade for more than one year to the Midpoints.

c. The Supplemental Merit equals the five-year average of the ratio of the salaries of all confirmed staff to the Midpoints, minus the SPA. The payable SMI is based on the ratio of salaries to Midpoints for staff with performance ratings of 4 or 5.

3.10 The Total Merit Increase is distributed to staff through the merit increase matrix which provides a pay increase according to each staff member’s performance rating and position in the salary range. The TMI percentage will be the same for all staff members appointed in a country who receive the same performance rating and are in the same salary zone.

3.11 A staff member’s annual pay increase cannot cause the annual net salary of the staff member to exceed the maximum of the salary scale for the grade. A staff member will receive a TMI sufficient to bring his or her salary to the maximum of the salary scale for the grade, and will receive any remaining amount that would cause his or her salary to exceed the maximum as a non-pensionable lump sum payment.

3.12 A staff member who receives a performance rating of 2 or 1 will not receive an annual pay increase.

3.13 A staff member whose salary is below the minimum of the salary scale for the grade will receive an annual pay increase sufficient to bring the salary to the minimum for the grade unless the staff member’s performance is rated 2 or 1.

PROMOTION INCREASES

3.14 Upon promotion to a higher grade pursuant to the provisions of Staff Rule 5.05, a staff member will receive an increase equal to the greater of:

a. 3 to 12 percent of the Midpoint of the new grade, provided that the net salary after the promotion increase does not exceed the maximum of the salary range for the new grade; or

b. the amount necessary to bring the net salary to the minimum of the new grade.

3.15 A staff member who has been assigned to a lower level position will receive a promotion increase only upon promotion to a grade higher than the grade held prior to being assigned to a lower level position.

PERFORMANCE-BASED AWARD PROGRAM

3.16 The Bank may pay a non-pensionable performance-based award to staff members (“Individual Performance Award”) within the Bank’s Finance Complex to measure, recognize and reward achievements throughout the year. The Individual Performance Award is for sustained and superior annual performance which is typically linked to the annual performance evaluation process, and subject to certain eligibility requirements adopted by the Bank’s Finance Complex.

RECRUITMENT BONUS

3.17 The Bank Group may pay a recruitment bonus if:

a. a staff member is recruited outside of the Bank Group, and is appointed to a position subject to international recruitment; and

b. the manager responsible for the position determines, with the approval of the responsible Vice President, and the Manager, Human Resources Team, that payment of a recruitment bonus is necessary to attract a candidate with essential skills required by the Bank Group, or to overcome the candidate’s reluctance to disrupt an established career or to uproot a family to accept a position with the Bank Group.

3.18 The amount of the recruitment bonus will be from 1 month to 3 months of a staff member’s net salary, as determined by the manager responsible for the position, with the approval of the responsible Vice President, and the Manager, Human Resources Team. Two-thirds of the recruitment bonus will be paid in the first month of service, and one-third will be paid after six months of service. Recruitment bonus payments will not be part of a
staff member's annual net salary.

GENERAL

Salary Calculation and Payment

3.19 Salaries will be calculated on a monthly basis. Payment will be made twice monthly of approximately 50 percent of that salary plus allowances paid on a periodic basis and less deductions. Periods of less than one month will be calculated on the basis of actual working days and paid holidays falling within the defined period. Except for overtime and shift differential payments, periods of less than one day will be counted as whole days provided that the staff member worked at least two hours. Allowances will be pro-rated.

Deductions

3.20 Salary payments will be made net of deductions for outstanding advances and loans due and payable in part or in full, and mandatory or voluntary benefit programs administered by the Bank Group including, but not limited to, the Staff Retirement Plan, health insurance, and life insurance.

Allowances

3.21 Allowances which are defined by reference to a percentage of net or gross salary will be adjusted with the same effective date as changes in a staff member's salary. Unless otherwise specified, allowances will not be part of a staff member's annual net salary.

Absence Without Leave

3.22 During periods of unauthorized absence from duty a staff member may have his or her salary, net of mandatory deductions, reduced by an amount pro-rated to the number of working days or hours of absence.

Reduced Work Schedule

3.23 A staff member assigned to a reduced work schedule will receive salary increases based on net salary pro-rated in accordance with Rule 5.08.

Corrective Actions

3.24 Any retroactive adjustment of salary will take into account any changes in personnel status that have taken place during the period of retroactivity, as though the adjusted salary level had been in effect at the time of the change in status. Entitlements and deductions resulting from the change in status shall be recomputed in like manner.

Section IV - Exception

4.01 Exceptions to Provisions that relate to promotion increases, performance based awards, recruitment bonus or general considerations may be approved with written concurrence from a Vice President or equivalent level officer of the World Bank Group, or an officer of a higher level. The exception must be approved by the World Bank Group Human Resources Vice President, HRDVP.

4.02 No exceptions to Provisions that relate to the World Bank Group Salary Scales or Annual Pay Increases may be granted.

Section V - Waiver

5.01 Waiver of any Provision of this Directive requires approval of the Manager, Compensation and Benefits, HRDCB.

Section VI - Temporary Provisions

6.01 Staff who are confirmed before July 1, 2014 continue to be eligible (but not entitled) to receive a confirmation increase as provided for in SR 6.01 Compensation, Paragraph 3.09, in effect prior to July 1, 2014.
This Directive is effective July 1, 2014.

Section VIII - Issuer
The Issuer of this Directive is the World Bank Group Human Resources Vice President, HRDVP.

Section IX - Sponsor
The Sponsor of this Directive is the Manager, Compensation and Benefits, HRDCB.

Section X - Related Documents
Procedure – Annual Pay Increases for Staff Ineligible for a Performance Rating
06 Compensation
06.02 Dependency (Tax Equivalency) Allowances

SECTION I – PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 6.02, "Dependency (Tax Equivalency) Allowance" (hereinafter Rule) sets forth the provisions governing the payment of dependency (tax equivalency) allowances to Headquarters' Staff Members. This Rule was most recently amended on May 23, 2018.

1.02 This Rule applies to Staff Members of the Institutions of the World Bank Group paid on a net-of-tax basis holding a Regular, Open-Ended, Term or Executive Director's Advisor appointment in a position subject to international recruitment or in a position subject to local recruitment at Headquarters.

SECTION II – DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Child:
   i. is an unmarried natural son or daughter of the Staff Member, or
   ii. is an unmarried stepson or stepdaughter resident in the Staff Member's household, or
   iii. is a legally adopted son or daughter of the Staff Member where a "bona fide" parental relationship exists as defined in paragraph 4.03 of this Rule.

b. Handicapped is a physical or mental incapacitation for substantial gainful employment permanently or indefinitely, as determined by the Manager, HR Operations or his/her designee.

c. Income, when used with reference to a Staff Member's spouse or Child, is the gross income for a calendar year in U.S. dollars or the U.S. dollar equivalent if the income is in another currency. It does not include the principal of inheritances or gifts, but does include income received from them. Gains or losses on sales of capital assets are also excluded, except those arising in the regular course of carrying on a business, such as dealing in real estate or securities. Income from carrying on a business means gross receipts less business expenses. If the income is net-of-tax, the Accounting Department will determine its gross equivalent by using standard Bank Group procedures for determining the gross incomes of Staff Members. If the income is in a currency other than U.S. dollars, the Accounting Department will determine the U.S.
d. **Income of a Dependent Child:** For purposes of the administration of this Rule, the gross income of a dependent child may not exceed USD $10,712 per calendar year. Gross income for a dependent child is determined as follows:

i. For a dependent Child of a newly hired Staff Member, the Child's gross income is considered starting from the Staff Member's entry on duty date through the end of the calendar year of such entry, and for each complete calendar year thereafter.

ii. For all other dependent Children, gross income is considered starting from the date the Child ceases to be a full-time student through the end of the calendar year of such cessation, and for each full calendar year thereafter.

iii. A dependent Child's income from temporary or part-time employment while a full-time student is disregarded.

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**SECTION III – SCOPE**

**03. Allowance for Spouse**

**Amount of Allowance**

3.01 Subject to Section 5, "Reduction of Allowance," of this Rule, a married Staff Member is eligible for an allowance for his/her spouse equal to 5 percent of the Staff Member's Net Salary subject to a maximum of USD $3,500 a year. No such allowance is paid to a Staff Member who is legally separated from his/her spouse under an order from a court of competent jurisdiction. For Staff on reduced work schedules, the amount of this allowance will be pro-rated based upon the proportion of time the established reduced work schedule bears to full-time work.

**Commencement of Allowance**

3.02 Unless otherwise provided for in paragraph 7.02 of this Rule, eligibility for an allowance for a spouse commences on the latest of:

a. the date a married Staff Member enters on duty; or

b. the date an unmarried Staff Member marries; or

c. the date on which the change of a married Staff Member's appointment to a type of appointment to which this Rule applies becomes effective.

**Cessation of Allowance**

3.03 Unless otherwise provided for in paragraph 7.02 of this Rule, eligibility for an allowance for a spouse ceases on the earliest of:

a. the date on which the Staff Member's service ends in a type of appointment to which this Rule applies; or

b. the date of the divorce or legal separation under an order of a court of competent jurisdiction; or

c. the death of the spouse.

**04. Allowance for Dependent Children**

**Qualification for Allowance**
4.01 A Staff Member is eligible for an allowance for each Child who:

a. is under 19 years of age; or

b. is handicapped; or

c. is under age 25 and either:

i. is a full-time student; or

ii. has an income for the calendar year (from employment or other sources) of less than the amount specified in the definition of Income of a Dependent Child of this Rule. In the case of a Child who ceases to be a full-time student, the relevant income is that received after ceasing to be a full-time student.

4.02 The Staff Member and his/her spouse must provide at least one-half of the child's financial support.

**Adopted Children**

4.03 An allowance is payable in the case of an adopted Child unless the Manager, HR Operations or his/her designee, determines that a "bona fide" parental relationship does not exist. A "bona fide" parental relationship is presumed to exist unless otherwise determined, considering:

a. the relationship of the Child to the Staff Member by blood or marriage, if any, and whether one or both of the natural parents are living;

b. whether the Child forms part of the Staff Member's household;

c. whether at least half the financial support of the Child is provided by the Staff Member and his/her spouse without regard to Bank Group or other employer-provided benefits; and

d. the Child's age at adoption.

**Amount of Allowance**

4.04 Subject to Section 5, "Reduction of Allowance," of this Rule, the amount payable for each dependent Child is USD $600 a year. For Staff on reduced work schedules, the amount of this allowance will be pro-rated based upon the proportion of time the established reduced work schedule bears to full-time work.

**Augmented Allowance for a Child**

4.05 A Staff Member who is not married or legally separated under an order of a court of competent jurisdiction is eligible for an augmented allowance for one Child if an allowance is otherwise payable for the Child under paragraph 4.01 of this Rule, and the Child is a resident in the Staff Member's household at the duty station. The augmented allowance is payable instead of the allowance under paragraph 4.04 of this Rule, and is 5 percent of the Staff Member's Net Salary subject to a maximum of USD $3,500 a year. For Staff on reduced work schedules, the amount of this allowance will be pro-rated based upon the proportion of time the established reduced work schedule bears to full-time work.

**Commencement of Allowance**

4.06 Unless otherwise provided in paragraph 7.02 of this Rule, eligibility for an allowance for an eligible Child commences on the latest of:
a. the date on which a Staff Member enters on duty;

b. the date of:
   i. the birth or adoption of the child; or
   ii. the date upon which a Child, if the Child is at least 19 years of age, but under age 25, becomes a full-time student; or
   iii. the date upon which the Manager, HR Operations, or his/her designee, determines that a Child, if the Child is at least 19 years of age, is handicapped; or
   iv. the date upon which a Child under age 25 no longer has an income for the calendar year (from employment or other sources) in excess of the amount specified in the definition of Income of a Dependent Child of this Rule.

c. the date the change of a Staff Member's appointment to a type of appointment to which this Rule applies becomes effective.

Cessation of Allowance

4.07 Unless otherwise provided in paragraph 7.02 of this Rule, eligibility for an allowance for a child ceases on the earliest of:

a. the date on which the Staff Member's service ends in a type of appointment to which this Rule applies; or

b. the occurrence of the latest of:
   i. the date the Child reaches age 19; or
   ii. the date the Child ceases to be handicapped; or
   iii. the date the Child ceases to be a full-time student or reaches age 25, whichever comes first; or
   iv. the date the Child has an income for the calendar year (from employment or other sources) in excess of the amount specified in the definition of Income of a Dependent Child of this Rule.

c. the date the Child marries; or

d. the date of death of the Child.

4.08 If eligibility for an allowance for a Child ceases and the Child again becomes a full-time student, the allowance recommences on the date the Child becomes a full-time student, provided the Child is at least age 19 but under age 25 and unmarried.

05 Reduction of Allowance

5.01 When the income of a Staff Member's spouse exceeds USD $30,000 gross in a calendar year, the sum of the allowances payable under Section 3, "Allowance for Spouse," and Section 4, "Allowance for Dependent Children," of this Rule, will be reduced by 1 percent for each USD $1,000 of spouse income over USD $30,000 gross. In cases where the Staff Member cannot certify that the spouse's income is USD $30,000 or less, no dependency allowance is payable unless the amount of spouse income is reported.

06 Bank Group and Bank Group/IMF Couples

Bank Group Couples

6.01 When both spouses are Bank Group Staff Members, each is eligible for an allowance for the other under
Section 3. "Allowance for Spouse," of this Rule, provided that the sum of the two allowances does not exceed the spouse allowance attributable to the higher salary. The couple is eligible to receive one allowance for each dependent Child under Section 4, "Allowance for Dependent Children," of this Rule. The total allowance will be divided between the spouses according to their respective Net Salaries. The reduction provided for in Section 5, "Reduction of Allowance," of this Rule does not apply to these allowances.

Bank Group/IMF Couples

6.02 When both spouses are Staff Members of the Bank Group and IMF, either, but not both, may apply with the written consent of the other to his/her organization for an allowance for the spouse and any dependent Children. The amount of the allowance will be based on the Net Salary of the Staff Member applying for the allowance. The reduction provided for in Section 5 of this Rule does not apply to these allowances. No allowance will be paid until a written application signed by both parties is submitted.

07 Payment of Allowance and Certification

Payment

7.01 A dependency allowance will be paid on a semi-monthly basis along with the Staff Member's salary. Allowances will be calculated as of July 1 of each year based on the Staff Member's certification of eligible dependents and dependents' income, for the prior calendar year.

Reporting Changes

7.02 A Staff Member eligible to receive an allowance or receiving an allowance under this Rule shall report and provide certification within 60 days of any event that affects either qualification for allowance, or amount of allowance. If reported within 60 days of the event, any change in the allowance will be made retroactive to the date of the event. If reported after more than 60 days of the event, any change in the allowance will be administered as follows:

a. any allowances payable to the Staff Member as a result of the occurrence of the event will be paid as of the date of the receipt of such reporting and certification; or

b. if the event results in a reduction in the allowance, the Bank Group's overpayment of the allowance shall be calculated retroactive to the date of the event, and collected in accordance with Staff Rule 11.01, "Claims."

Certification

7.03 Staff receiving an allowance under this Rule shall provide and certify information requested by the Bank Group to demonstrate eligibility for the allowance. Certification is normally required once per year, or at other times as requested by the Manager, HR Operations, or his/her designee. Failure to provide and/or certify information by the deadline specified in such request will immediately result in reduction or termination of further allowance payments until the Staff Member certifies the information. The allowance will be resumed effective from the date of the receipt of the certification. Should a certification result in a reduction in an amount of allowance, the Bank Group, in accordance with Staff Rule 11.01, "Claims," will initiate recovery through payroll deduction of past allowance payments that were not due to the Staff.

Effect on Retirement and Insurance Plans

7.04 Allowances are not considered for purposes of determining staff retirement plan benefits and contributions, or benefits under the medical and life insurance plans.

SECTION IV – EXCEPTION

None

SECTION V – WAIVER

The Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.
SECTION VI – OTHER PROVISIONS
None

SECTION VII – TEMPORARY PROVISIONS
None

SECTION VIII – EFFECTIVE DATE
This Directive is effective as of the date on its cover page.

SECTION IX – ISSUER
The Issuers of this Directive are:

World Bank Group Human Resources Vice President, HRDVP
IFC Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION X – SPONSOR
The Sponsors of this Directive are:

Director, HR Compensation and Performance, HRDCP
Director, IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
Directive, Staff Rule 6.04 – Tax Allowance

Directive, Staff Rule 6.19 – Tax Supplements on Staff Retirement Plan Benefits

Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.03 Overtime

01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing payment for overtime work performed by Bank Group staff. This Rule was most recently amended on December 8, 2011.

Applicability

1.02 Except where otherwise specified in the text, the provisions of this Rule apply to staff members holding Regular, Local Staff Regular, Open-Ended, Term, Short Term Temporary and Extended Term Temporary appointments.

Definition

1.03 In this Rule, overtime work means work in excess of the staff member's regular work week established under Rule 5.07, "Work Schedules, Hours of Work, and Official Holidays," including any paid leave taken, and time for meals or absences made available within the regular hours of work. If a staff member's work week is an alternative work schedule or differs from the regular work week at the duty station, overtime work means work in excess of hours of work established for the staff member's job in the letter of appointment or other written agreement.

02. Authorization and Payment for Overtime Work

Eligibility

2.01 The following staff members may apply for payment for authorized overtime work:

a. Staff members holding positions graded D and below; or

b. Staff members determined by the Vice President, Human Resources, or an official designated for the purpose, to be eligible for overtime by reason of the special requirements of their duties; or

c. Staff members holding Short Term Temporary and Extended Term Temporary appointments. Overtime hours worked by Short Term Temporaries count towards the maximum which may be worked per fiscal year.

Authorization for Overtime Work

2.02 Overtime work must be authorized in advance by a manager or by a staff member designated by a manager to authorize overtime work.

Amount of Payment
2.03 Payment for authorized overtime work will be made at the rate of 1.5 times an hourly rate based on the staff member's net salary, or if the staff member's compensation is not paid net of income taxes, his or her gross salary. Payment will be made based on the hourly rate in effect when the overtime was performed. If the period of overtime work is less than one-half hour, no payment for overtime work will be made. If the period is longer, payment will be made for the initial half hour plus each increment of one-quarter hour (to the nearest quarter hour).

Special Provisions for Staff Who Work Outside Bank Group Premises

2.04 The following provisions shall apply in the case of work performed outside Bank Group premises:

a. No payment for overtime work will be made while the staff member is on operational travel or on mission. A staff member who performs overtime work while on operational travel or mission may apply for compensatory leave pursuant to Staff Rule 6.06.

b. No payment for overtime will be made for work performed at seminars, conferences, classes, events, etc., either as a participant or as an organizer, coordinator or administrator. A staff member who performs work as an organizer, coordinator, or administrator of a Bank sponsored seminar, conference, class, or other event may apply for compensatory leave pursuant to Staff Rule 6.06. A staff member who attends a seminar, conference, or class as a participant with no responsibility for organization, coordination, or administration of said event will not be eligible for compensatory leave.

c. No payment for overtime will be made for work performed by a staff member at home nor will the staff member be eligible for compensatory leave.

d. Overtime will be paid for work performed at the Bank Group’s Annual Meetings.

e. Staff members whose regular job involves leaving the Bank Group premises, such as drivers or messengers, will be eligible for overtime worked in the performance of their job responsibilities.

Special Provision for Staff Working on Reduced Work Schedules

2.05 A staff member working on a reduced work schedule in accordance with Rule 5.08, "Reduced Work Schedule" will be paid for authorized overtime work at one times an hourly rate based on his or her net salary or, if not paid net of income taxes, his or her gross salary until the amount of authorized overtime work plus the staff member's regular work week equals the work week for a staff member on a full-time schedule at the duty station. If the staff member's authorized overtime work plus his or her regular work week exceeds the work week of a staff member on a full-time schedule at the duty station, the staff member will be paid for the excess overtime work at 1.5 times the hourly rate. Payment will be made based on the hourly rate in effect when the overtime was performed.

Application for Payment

2.06 A staff member must apply for payment for overtime work within 30 calendar days after the overtime work was performed. No payment for overtime will be made if the overtime request is not presented to a manager who authorized or could have authorized the work within that time.

03. Taxi Fares

3.01 A staff member who performs authorized overtime work may receive reimbursement for taxi fares in accordance with AMS 4.60, Taxi Fare Reimbursement.
06 Compensation
06.04 Tax Allowance

01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing the payment of income tax allowances and social security tax reimbursements to Bank Group staff members. This Rule was most recently amended on September 25, 2014.

Applicability

1.02 Except where otherwise specified in the text, this Rule applies to all staff members whose Bank Group compensation is paid net of income taxes.

Definitions

1.03 In this Rule:

a. Compensation means the salary, allowances (other than the tax allowance), and other payments to or for the account of a staff member made by the Bank Group, whether in cash, cash equivalent, or in kind, which are subject to income taxation or social security taxation applicable to the staff member. Compensation does not include benefits paid under the Bank Group Staff Retirement Plan.

b. Designated Official means the Compensation and Benefits Policy Officer, Manager, Corporate Expense Services (“CTRCS”); or the head of a country office designated for a specified purpose by the Manager, Human Resources Compensation Management.

c. Gross, when used with reference to income, compensation, amounts of compensation, and the like, means inclusive of income taxes.

d. Adjusted Gross Income, when used with reference to the income taxation of the United States (U.S.) or one of its political subdivisions, has the same meaning it has in the corresponding income tax legislation and includes income imputed or deemed to be received under that legislation. Adjusted gross income, when used with reference to the calculation of tax allowances payable for taxes imposed by the U.S. or one of its political subdivisions, includes the modifications provided for in Section 3 and Section 4 below.
e. **Spouse Income** includes all the earned and unearned income of a spouse treated as subject to taxation under relevant income tax legislation. With respect to income from properties or assets to which legal title is held jointly by the staff member and his or her spouse, spouse income includes a portion of such income that is proportionate to the spouse's documented ownership interest in the property or asset, but if the spouse's ownership interest is not established, one half of the income will be considered spouse income. Spouse income does not include income relating to property or assets for which the staff member holds sole legal title and/or for which the spouse holds no title.

f. **Average Deductions**, when used with reference to a tax allowance calculated under Section 3, means the average amounts of itemized deductions taken into account in establishing net taxable income by subtractions from adjusted gross income. It does not include adjustments or exclusions from gross income, deferrals of income which may be taxed in future years, or deductions for personal exemptions.

g. **U.S. Income Taxes** includes federal, state, and local income taxes unless the context requires otherwise.

h. **Non-pay Items** include:

   i. income represented by spouse travel;
   
   ii. imputed income from group life insurance plans;
   
   iii. social security tax reimbursement;
   
   iv. severance payments received in a lump sum;
   
   v. separation grant;
   
   vi. payments for accrued annual leave;
   
   vii. education benefits;
   
   viii. resettlement grant;
   
   ix. relocation/settling-in grant;
   
   x. a safety net tax allowance;
   
   xi. emergency travel benefit; and
   
   xii. non-recurring benefits on assignment away from headquarters.

i. **Staff Member** includes a former staff member except where otherwise specified.

### 02. Obligations of Staff Members and the Bank Group

#### Timely Payment of Taxes

2.01 A staff member is required by the Bank Group to pay timely all income and social security taxes due from time to time under law on Bank Group compensation, including payments of estimated taxes. The payment of such taxes is a condition of the staff member's receiving a payment of tax allowance or social security tax reimbursement. Failure to comply with a staff member's tax obligations as required by law may result in a referral to the Office of Ethics and Business Conduct pursuant to [Staff Rule 3.00](#).

#### Reports Furnished to Staff Members

2.02 Subject to the provisions of [Rule 2.01, "Confidentiality of Personnel Information"](#), if the Bank Group reports income of a staff member to tax authorities, it will furnish the staff member a copy of the report.

#### Correct and Complete Information Required

2.03 A staff member who applies for a tax allowance, safety net tax allowance, as provided in [Section 4](#) of this Rule, or a social security tax reimbursement is required to furnish the Bank Group correct and
complete information upon which a payment of the tax allowance or social security tax reimbursement may be calculated or a question involving the recalculation of such a payment can be reviewed. Failure to submit a tax allowance application annually with updated and accurate information, or information requested under par. 2.09 below, will result in suspension of a tax allowance payment until such time as an updated application or requested information is received, and may result in a referral to the Office of Ethics and Business Conduct pursuant to Staff Rule 3.00. By submitting a tax allowance application, whether electronically or on paper, staff members agree to be bound by the provisions of this Rule. Staff members may be required by the Tax Office or the Bank Group's auditors to furnish evidence supporting information provided pursuant to this Rule. Such information may also be a subject to the verification procedures defined in paragraph 2.09 of this Rule.

Recalculation of Tax Allowances

2.04 If a staff member's taxes are re-determined, whether at the initiative of the staff member or of tax authorities, on the basis of a change in information or the tax consequences attributed to information furnished in connection with an application for a tax allowance or a social security tax reimbursement, the staff member must promptly inform the Bank Group so that a recalculation of the payment can be made. If a staff member discovers an omission or error in the information furnished in connection with an application for a tax allowance or a social security tax reimbursement, he or she should request a recalculation and furnish new or corrected information (together with evidence substantiating such information as requested by the Tax Office) no later than one year after the due date for the final payment of the tax for which the staff member received an allowance or reimbursement from the Bank Group. The Bank Group will recalculate the payment based on the new or corrected information.

Tax Legislation

2.05 References to the U.S. Internal Revenue Code, U.S. state and local income tax legislation, and similar references to other legislation are to such legislation as it exists from time to time or at a time specified. In calculating the tax allowances or social security tax reimbursement under any system provided for in this Rule, the Bank Group will take account of generally applicable changes in taxation which increase or decrease the staff member's tax liability.

Lowest Taxation Assumed

2.06 Except as may result from the application of paragraph 5.01 below, the Bank Group will calculate tax allowances and social security tax reimbursements on the basis that the lowest tax payable under the governing law on Bank Group compensation is attributable to it under this Rule.

No Allowance for Other Taxes

2.07 Except as provided in this Rule, the Bank Group will pay no allowance or reimbursement for any tax imposed upon or measured by Bank Group compensation. Except as provided under the Bank Group U.S. estate tax protective measures, the Bank Group will not pay allowances or reimbursements for gift, estate, succession, or other taxes imposed on the payment or transfer of money, money's worth, or property to a staff member, beneficiaries or survivors of a staff member, or an estate or succession.

Tax Liability

2.08 Staff members who incur taxation on payments from the Bank Group by reason of departure from the duty station prior to separation from employment assume any tax liability on salary or other payments that arise as a result.

Verification Procedures

2.09 In respect of staff members being entitled to a tax allowance, safety net tax allowance, social security tax reimbursement, or a gross up of compensation pursuant to paragraph 6.01 of this Rule, the...
Bank Group reserves the right to request from the Internal Revenue Service or state tax authorities (or other national tax authority, if applicable) tax information, including copies of actual filed tax returns. Upon request of the Tax Office or Bank Group's auditors, such a staff member must sign Internal Revenue Service Form 8821 and corresponding state forms granting the Bank Group access to the desired information. Upon request of the Tax Office or Bank Group's auditors, such a staff member may also be required to provide additional tax-related information, as reported in the tax return; submit a copy of his or her actual filed tax return; and/or provide evidence of payment of income and social security taxes. If a staff member's tax allowance is determined by taking into account the income of the staff member’s spouse, the Tax Office or Bank Group’s auditors may require the staff member to provide information substantiating the spouse’s income claimed in calculating the tax allowance. Only data or forms necessary to verify the information provided by a staff member under this Rule or to authenticate the copies of tax returns furnished by the staff member will be requested from the applicable tax authorities or from the staff member.

03. Average Deductions Tax Allowance

Eligibility

3.01 Subject to Section 6 of this Rule, all staff members who are U.S. citizens and whose Bank Group compensation is paid net of taxes and who incur U.S. income taxes on Bank Group compensation may apply for a tax allowance computed under this section. Non-U.S. citizen staff members who are paid net of taxes and who incur tax liability on Bank Group compensation should also refer to paragraph 5.01 of this Rule.

Amount of Tax Allowance

3.02 The tax allowance payable to the staff member will be the amount of U.S. income taxes calculated under this section which, when subtracted from gross Bank Group income (reduced by income taxes attributable to a spouse and any social security tax reimbursement), will equal the Bank Group compensation paid net of tax.

Calculation

3.03 The tax allowance will be calculated as follows:

a. **Average Deductions.** For state and local income tax purposes, the staff member will be treated as deducting the average deductions for all U.S. taxpayers at the staff member's adjusted gross income level for federal income tax purposes, except that, where a staff member's filing status is single or head of household and the staff member has adjusted gross income less than an amount determined by the Manager, Human Resources Compensation Management or his/her designee, the average deductions will be those for single taxpayers. Average deductions will be derived from the most recent U.S. Internal Revenue Service statistics, adjusted for changes in tax legislation and taking into account the applicable phase-outs for the applicable year. Average deductions will not include data relating to:

   i. overseas income;
   
   ii. foreign tax credits;
   
   iii. farm and business income and expenses;
   
   iv. medical and dental expenses;
   
   v. moving expenses;
   
   vi. miscellaneous itemized deductions; and
   
   vii. investment interest.
The above notwithstanding, if the standard deduction is greater than the average deduction which otherwise would be used in calculating the staff member's tax allowance, the standard deduction will be used.

b. **Adjustments for State and Local Taxation.** Average deductions will be adjusted for differences between U.S. federal and state and local income tax legislation. For federal income tax purposes, the average deductions will be the deductions used for calculating the state and local tax allowances (without adjustments for differing provisions of state and local income tax legislation) less the average deduction for state and local income taxes plus the calculated annual tax for state and local income taxes.

c. **Adjusted Gross Income.** The amount of adjusted gross income will determine the level of average deductions used in calculating the staff member's tax allowance as follows:

   i. Adjusted gross income will be reduced by non-pay items. Adjusted gross income will be increased by the amount of alimony paid, and the amount by which adjusted gross income is reduced for contributions to individual retirement accounts, Keogh and other retirement plans in Internal Revenue Service statistics. Adjusted gross income will also be increased by the additions to and reduced by the subtractions from U.S. federal adjusted gross income provided for in state and local income tax legislation; and

   ii. If the staff member's spouse has income and if the staff member is treated as married filing jointly, the adjusted gross income of both will be used to ascertain average deductions as provided in (e) below. The amount of a spouse's deductible contributions to an individual retirement account or other retirement plan will be subtracted from the combined gross income.

For the purpose of calculating the tax allowance and determining the level of average deductions, adjusted gross income includes all items of income included in adjusted gross income under relevant income tax legislation plus alimony paid, but not income of the staff member from sources other than the Bank Group compensation.

d. **Filing Status.** The tax allowance will be calculated using the filing status which produces the lowest tax and which the staff member is eligible to use, except that a married staff member will be treated as married filing jointly unless:

   i. the staff member establishes that the spouse is nonresident for U.S. income tax purposes and does not elect to be treated as a resident (i.e., does not file jointly);

   ii. at the staff member's request, the Tax Office determines that using an alternative filing status for which the staff member is eligible would result in an overall tax allowance that is less than that which would be payable when treating the staff member as married filing jointly; or

   iii. the Manager, CTRCS, or his/her designee determines that due to the staff member's marital circumstances it would be impracticable for the staff member to file jointly with the spouse and that the actual filing status should be used as a basis for calculation.

All staff who have their tax allowance calculated using a filing status other than “married filing jointly” may be required to submit a copy of their Internal Revenue Service Form 1040 and State tax return, upon request, to the Tax Office or the Bank Group's auditors. If a staff member is a surviving spouse as defined in the U.S. Internal Revenue Code or is entitled to file a joint return which includes the income of a deceased spouse (other than income in respect of a decedent), the staff member will also be treated as married filing jointly.

e. **Spouse Income**

   i. Staff member compensation greater than spouse net of tax income. If the spouse of a
staff member treated as married filing jointly has a net income lower than that of the staff member, a tax allowance will be calculated as follows. A net of tax income will be calculated for the spouse. The calculation of the tax the spouse would pay will be made using the following:

1. average deductions at the spouse’s adjusted gross income level;
2. the spouse’s own personal exemption that the spouse can claim separately;
3. the prorated portion of exemptions for dependents that the spouse would be entitled to claim filing separately based on the ratio that the gross income of the spouse bears to the total income of the spouse and the staff member;
4. the prorated portion of the child credit that the staff member and the spouse can claim jointly based on the ratio that the gross income of the spouse bears to the total gross income of the spouse and the staff member; and
5. the spouse’s calculated state tax. The tax on the spouse income will be calculated applying married filing separately rates.

A tax will be calculated using married filing jointly rates on the combined compensation of the staff member and the net of tax income of the spouse, and the tax allowance will be the difference between the joint tax so calculated and the tax the spouse alone would pay using married filing separately rates.

ii. Staff member compensation less than spouse net of tax income. If the spouse of a staff member treated as married filing jointly has net of tax income equal to or higher than that of the staff member, the tax allowance will be the greater of:

1. a tax allowance on Bank Group income taking into account spouse income and calculated under subparagraph (i) above, and
2. a tax allowance on Bank Group income not taking into account spouse income and calculated using married filing separately rates, the staff member’s personal exemption, a proportion of exemptions for child credit for dependents that the staff member and the spouse would be entitled to claim filing jointly that the gross income of the staff member bears to the total gross income of the staff member and staff member.

Staff Members Married to Each Other

3.04 The Bank Group compensation of a staff member who is a U.S. citizen and who is married to another staff member who is a U.S. citizen will be aggregated with the Bank Group compensation of the spouse. No other income of either spouse will be taken into account. A federal tax will be calculated as provided in this section. If both staff members are U.S. citizens, the federal tax so calculated will be divided in the proportion that the Bank Group adjusted gross income of each bears to the whole, and a tax allowance will be paid to each staff member accordingly. The state tax will be calculated on each staff member’s Bank Group compensation and a tax allowance so calculated will be paid to each staff member. The tax allowance of a U.S. staff member married to a staff member who is not a U.S. citizen will be calculated ignoring non-taxable Bank Group compensation of the spouse. Taxable spouse income from sources other than the Bank Group will be included in the calculation in accordance with paragraph 3.03 of this Rule.

Part-Year Staff

3.05 The tax allowance of a staff member whose appointment becomes effective or whose appointment terminates during a year (for reasons other than death in service) will be calculated under this section as if the staff member received Bank Group net salary and dependency allowance during the entire year at the same rate they were received during the part of the year the staff member held an appointment. The annual federal and state tax on Bank Group net salary and dependency allowance so calculated will be multiplied by the fraction of the year the staff member held an appointment, except
that periods for which the staff member received Bank Group gross compensation, and the gross compensation will be disregarded. A tax will also be calculated on all other items of compensation including benefits and allowances which are subject to taxation at the applicable marginal rates. The tax so calculated will be added to the tax calculated on annualized net salary and dependency allowance. The amount resulting will be the tax allowance. In the event that a staff member eligible for a tax allowance dies in service, a tax allowance may be due on account of Bank Group compensation paid net of tax to the staff member, or to the staff member's estate, surviving spouse or other beneficiary. Such a tax allowance will be calculated on the basis of the actual taxable Bank Group compensation paid during the year.

Transfers to or from the International Monetary Fund

3.06 The tax allowance of a staff member transferring to or from the International Monetary Fund without interruption of service will be calculated as if the staff member were a part-year staff member.

Staff Members Receiving U.S. Citizenship

3.07 The tax allowance of a staff member who becomes a U.S. citizen during a year while receiving Bank Group compensation will be calculated for that year as provided in this section based on the actual amount of Bank Group compensation from the date of becoming a citizen.

U.S. Citizens Qualifying for the Foreign Earned Income Exclusions

3.08 See below:

a. Payment of tax allowance to U.S. citizens for U.S. federal, state and local income taxes will be calculated using the maximum allowable foreign earned income and housing exclusions under the U.S. Internal Revenue Code, where applicable. Except as provided in paragraph (b) below, a staff member who is a U.S. citizen assigned to a duty station outside the U.S for a period of at least a year is required during such period to maintain physical presence in other countries to the extent necessary to qualify for the maximum foreign earned income and housing exclusions.

b. A staff member may request, in advance, that he or she not be required to qualify for the maximum foreign earned income and housing exclusions on the basis of physical presence. The request should explain the operational and/or personal circumstances that would require extended presence in the U.S., and it must be approved by the staff member's manager at the level of Department Director or above, after consultation with the Tax Office. Staff members who so fail to qualify for the maximum exclusions will be required to have their tax circumstances reviewed by the Tax Office and an external accounting firm to determine if they qualify for the exclusion on the alternative basis of bona fide residency. The tax allowance will be computed taking into account the maximum foreign earned income, housing exclusions and housing deductions that are determined to be allowable.

c. Those staff members who are determined under paragraph (b) to qualify for the foreign earned income and housing exclusions as bona fide residents must have their tax returns prepared by a Bank Group approved accounting firm, which will report the actual foreign earned income, housing exclusions and housing deductions to the Bank Group's Tax Office. Other information from the tax return will remain confidential, except as provided below. If the tax filing is based on bona fide residency, and prepared by a Bank Group approved accounting firm, the Bank Group will be responsible for any additional tax allowance, penalties and interest relating to any future denial by the IRS of the foreign earned income and housing exclusions (or any portion thereof) claimed with respect to Bank income only. The Bank Group's responsibility for additional allowance and/or reimbursement is further conditioned on the Bank Group's right to review the tax return as well as relevant correspondence with the accounting firm and the IRS.

d. The staff member is responsible for fees charged by the accounting firm for late submission of information, or charges relating to amended tax returns as a result of changes in non-bank income.
e. A staff member who is not required to qualify for the maximum foreign income exclusions on the basis of physical presence or bona fide residency and who chooses to file his or her tax returns claiming these exclusions will so notify the Tax Office, and the tax allowance will be calculated applying the exclusions, to the extent claimed. (Outside tax advice regarding eligibility is strongly suggested.) If the claimed exclusion is subsequently disallowed by tax authorities, the tax allowance will be recalculated pursuant to paragraph 2.04, but the staff member will bear the cost, without reimbursement, of any interest and penalties assessed in connection with the disallowance of bona fide residency.

f. Upon the request of the Tax Office or of the Bank Group’s auditors, all staff who have assignments outside the U.S. for 11 months or more but who are not required to meet the physical presence or bona fide residence test may be required to submit a copy of their Internal Revenue Service 1040, Form 2555 (if any), the first two pages of their state tax returns, and agree to sign Internal Revenue Service Form 8821 for a given year and corresponding state forms for a given year.

Time of Payment

3.09 Payments of tax allowance for U.S. federal, state, and local income taxes under this section will be made quarterly at least one week in advance of U.S. federal estimated tax payments due in April, June, and September. A fourth payment will be made before the end of the calendar year.
by the ratio which the staff member's total Bank Group compensation bears to the sum of total Bank Group compensation plus actual outside earned and/or pension income plus spouse income.

**Time of Payment**

4.04 Payment of tax allowance under this section will be made in the quarter following the staff member's application for the tax allowance, provided application is made by a date specified by the Manager, CTRCS, or his/her designee, from time to time. Payment of tax allowance pursuant to applications made in the last quarter of a year may be made in that quarter.

**05. Other Tax Allowances**

5.01 Subject to Section 6 of this Rule, all staff members who are citizens of countries other than the U.S., or who are nationals, but not citizens of the U.S., and whose Bank Group compensation is paid net of taxes and who incur income taxes on Bank Group compensation may apply for a tax allowance calculated and payable as determined by the Manager, CTRCS, or his/her designee. The tax allowance will be calculated on the same or similar bases as are set forth in Section 3 and Section 4 to the extent the Manager, CTRCS, or his/her designee will decide, considering the applicable income tax legislation, the availability of average deduction statistics, and the practicability of alternative methods of calculation.

**06. Special Provisions for Staff Members Holding Short Term Consultant, Short Term Temporary Extended Term Consultant, and Extended Term Temporary Appointments**

6.01 If a staff member holding an appointment mentioned in the caption is paid Bank Group compensation net of income tax and an income tax is imposed on his or her Bank Group compensation, the Manager, Human Resources Compensation Management or a designated official may determine the gross amount of Bank Group compensation that would have been paid to the staff member if his/her compensation had been paid gross initially and thereafter, and the staff member will be paid gross compensation. Consistent with paragraph 2.09 of this Rule, the staff member may be required to sign IRS Form 8821 and corresponding state forms granting the Tax Office or Bank Group’s auditors access to information verifying staff member’s tax information, and/ or submit his or her tax return to the Tax Office to substantiate the staff member’s request for a gross up of compensation. The amount of gross compensation will be the gross amount paid or which would have been paid to a staff member subject to the same tax legislation with the same or similar professional skills for the performance of the same or similar duties. The difference between the amount so determined and the Bank Group compensation paid will be paid to the staff member in lieu of a tax allowance calculated under the foregoing sections of this Rule.

**07. Social Security Tax Reimbursement**

**Amount of Reimbursement**

7.01 A staff member whose compensation is subject to social security taxation will be paid a reimbursement for social security taxes on Bank Group compensation as provided in this paragraph. No reimbursement will be paid for social security taxes or contributions if such payment is not compulsory. Subject to paragraph 7.02 below, the amount of reimbursement will be the difference between the amount of social security taxes paid by the staff member and, if less, the amount of such taxes the staff member would have paid on Bank Group compensation had it been paid by a taxable employer whose employees were not exempt from social security taxation. If the amount of social security taxes is subject to a maximum and the staff member has paid such taxes on sums other than Bank Group compensation paid net of income taxes, before or during employment with the Bank Group, the amount of such payments will be subtracted from the reimbursement paid to the staff
member by the Bank Group.

7.02 If the Bank Group permits a staff member to participate in a governmental social security system in lieu of providing benefits it generally provides to staff members holding the same appointment, and the staff member pays social security taxes or contributions directly, the amount of reimbursement will be the amount of such taxes or contributions or a portion of such taxes or contributions determined by the Manager, Human Resources Compensation Management or a designated official, based on the payments made by employees of taxable employers generally or the employer share of the benefits foregone by the staff member.

**Time of Payment**

7.03 Reimbursements of social security taxes for staff whose duty station is headquarters will be made before the due dates for payment of social security taxes at the times income tax allowances are paid. At offices other than headquarters, reimbursements will be made at times determined by the Manager, Human Resources Compensation Management or a designated official.
06 Compensation
06.05 Job Evaluation

SECTION I – PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 6.05, “Job Evaluation” (hereinafter Rule) sets forth provisions governing a Job Evaluation system to Grade Jobs in the Bank Group in accordance with their Job Content. This Rule was most recently amended on March 1, 2018.

1.02 This Rule applies all Staff Members holding Regular, Open-Ended, Term and Local Staff Regular appointments.

SECTION II – DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, “General Provisions,” and as follows:

   a. Classification means assigning a Grade, Job title, Job family, and/or Network/Sector Board affiliation to a particular Job.

   b. Grade means the value ranking placed on a Job in relation to other Jobs in the Bank Group based on the overall Job Content.

   c. Job means a recurring set of duties, accountabilities and reporting relationships of a Staff Member.

   d. Job Content refers to a Job’s purpose, principal duties, accountabilities, and reporting/working relationships.

   e. Job Description refers to a description of the Job Content for a particular, individual Job, as well as the specialized skills, knowledge, competencies, education, and experience required to perform the Job at full proficiency.

   f. Job Evaluation refers to the process of analyzing Job Content for the purpose of Classification and/or grading a Job.

   g. Job Profile refers to a generic Job Description developed and classified as a benchmark or occupational standard and maintained for the purpose of matching and grading other Jobs. A Job Profile describes the typical Job Content required by a Job at a given grade level.
h. Network/Sector Board means, inter-alia, a group of senior Staff Members with a shared interest and expertise in a particular professional discipline who are joined together for the purpose of defining performance and selection standards within the World Bank Group for that professional discipline.

i. Network/Sector Board Head means the Staff Member who chairs the Network/Sector Board.

j. Reclassification means a change of Job title and/or Network/Sector Board affiliation that generally occurs as a result of a significant change in Job Content. A Reclassification may or may not involve a change in Grade.

SECTION III – SCOPE

03. Classification and Grading Decisions

3.01 Non-Managerial Jobs. For non-managerial Jobs, Classification and grading decisions are made by the responsible Manager in consultation with the assigned Manager, Human Resources Team (IBRD/MIGA)/HR Regional Head (IFC), or his/her designee, and the relevant Network/Sector Board, if applicable.

3.02 Managerial Jobs. For managerial Jobs, Classification and grading decisions are made by the responsible next-level Manager in consultation with the assigned Manager, Human Resources Team (IBRD/MIGA)/HR Regional Head (IFC), or his/her designee; the relevant Network/Sector Board, if applicable; and the Bank’s Executive Resources function within the Career Management Unit of Human Resources for Bank and MIGA managerial positions; or by the Director, IFC Human Resource Department, or his/her designee, for IFC managerial positions.

3.03 Review by the HR Compensation and Performance unit of Human Resources. Review by HR's Compensation and Performance unit (HRDCP) includes the following.

a. At the discretion of the Director, HR Compensation and Performance, HRDCP, the Compensation and Performance unit may assess institutional consistency by conducting selective ex-post reviews of Classification and grading decisions. Such reviews may result in recommendations for alternative Job matching, titles, grading, or Network/Sector Board affiliation.

b. The Compensation and Performance unit may assist in the Classification and/or grading of individual Jobs at the request of the responsible Manager; the assigned Manager, Human Resources Team (IBRD/MIGA)/HR Regional Head (IFC), or his/her designee; or one of the Bank Group’s Internal Justice Services.

3.04 Job Classification and grading decisions focus exclusively on the Job under evaluation and do not necessarily result in the promotion of the Job incumbent(s), if any. Promotion decisions are made in accordance with Staff Rule 5.05, "Promotion."

04. Job Evaluation Process

4.01 All Job Evaluation commences with the identification or confirmation of a business need and the preparation of a Job Description, by the responsible Manager, to fulfill the business need.

4.02 The Job Description detailing Job Content is the basis for comparing each Job to the generic Job Profiles in the Bank Group’s inventory of Job Profiles maintained by Human Resources as benchmarks or occupational standards at defined grade levels. The Job is classified in accordance with the Job Content and grade level of the benchmark Job Profile that best matches the Job under evaluation.

4.03 The individual qualifications, interests, or performance of the incumbent are not taken into account for the purposes of evaluating a Job. The Job is evaluated strictly with regard to Job Content.

4.04 A Manager may initiate one or more Job Evaluations within his/her area of responsibility, at any time that such Manager believes that a current Grade or title, may not accurately reflect current Job Content or requirements. When a manager initiates the evaluation of a Job that has an incumbent, said incumbent provides an accurate Job Description of current principal duties and activities of the Job.

4.05 Staff disputes arising from decisions made under paragraphs 3.01 and 3.02 of this Rule may be addressed through the Bank Group’s Internal Justice Services, in accordance with the provisions of Staff Rules 9.01.

SECTION IV – EXCEPTION
None

SECTION V – WAIVER
The Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI – OTHER PROVISIONS
None

SECTION VII – TEMPORARY PROVISIONS
None

SECTION VIII – EFFECTIVE DATE
This Directive is effective as of the date on its cover page.

SECTION IX – ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP

IFC Chief Executive Officer, IFCEO

MIGA Executive Vice President and CEO, MIGEX

SECTION X – SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP

Director, IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
None
SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 6.06, "Leave" (hereinafter "Rule") sets forth the provisions governing the staff members' taking of leave. This Rule was most recently amended on August 1, 2017.

1.02 This Rule applies to the Staff of the institutions of the World Bank Group.

1.03 Except as otherwise specified, the provisions of this Rule apply to all staff members holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor appointments. In addition, special provisions for staff on Extended Term Consultant or Extended Term Temporary appointments apply as stated in paragraphs 11.01-11.06, "Leave for Staff Holding Extended Term Consultant and Extended Term Temporary Appoints," of this Rule.

SECTION II - DEFINITIONS

2.01 In addition to the definitions in Staff Rule 1.01, "General Provisions," for purposes of this Rule, the term "leave year" means the period beginning March 1 and ending on the last day of the following February.

SECTION III - SCOPE

03. Annual Leave

General

3.01 Annual leave is absence from duty with pay for vacation, rest and relaxation, and for other purposes on occasions when other types of leave are not applicable.

Accrual
3.02 Staff members accrue annual leave on a daily basis at the following annual rates:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Number of Hours of Leave a Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 5 years</td>
<td>208 hours</td>
</tr>
<tr>
<td>5 but less than 10 years</td>
<td>224 hours</td>
</tr>
<tr>
<td>10 or more years</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

For the purpose of determining the rate of annual leave accrual, length of service means total service with the Bank Group immediately preceding any date of annual leave entitlement in any of the listed in paragraph 1.03 of this Rule. Leave without pay of 30 calendar days or less while serving in any of such appointments, and any assignment to external service without pay are also considered service for this purpose.

Taking Annual Leave

3.03 Annual leave may be taken, with prior approval, at the initiative of the staff member. A staff member's manager may also require annual leave to be taken for absences which have not been approved as some other form of leave.

Minimum Use of Annual Leave

3.04 Staff members are required to take a minimum of 120 hours of annual leave each leave year. The minimum usage requirement will be waived:

a. for the leave year prior to the first full leave year of a staff member's employment;
b. if a staff member leaves Bank Group service during the leave year;
c. if a staff member was on leave without pay or external service without pay for 31 calendar days or more; or
d. if a staff member was approved for disability during the leave year.

Advance Annual Leave

3.05 For exceptional and urgent reasons, a staff member's manager may authorize up to 10 days of advanced annual leave. Advances will be charged against entitlements accruing in the future. For term staff, advances are limited by the amount of leave that will accrue in the remaining contract period.

Carry-Over of Annual Leave

3.06 A maximum of 600 hours of unused annual leave may be carried over from one leave year to the next. Any unused portion of the minimum usage requirement specified in paragraph 3.04 of this Rule, will be deducted without compensation and without being transferred to sick leave before the carryover balance is determined. Any excess annual leave thereafter will be transferred to the sick leave balance of the staff member.

Change of Appointment

3.07 Upon changing types of appointment without a break in service among Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor appointments, a staff member's annual leave balance carries forward to the new appointment.

Payment in Lieu of Annual Leave

3.08 Unless otherwise stated in the letter of appointment, upon separation from service, or upon changing to a new type of appointment to which the annual leave balance cannot be carried over, a staff member will be paid a lump sum for up to 480 hours of accrued annual leave.


Annual Leave in Lieu of Official Holiday

3.09 A staff member in operational travel status outside his/her duty station country when an official holiday recognized by the Bank Group at his/her duty station occurs will be credited with an additional 8 hours of annual leave (8 hours general leave for staff holding ETT/ETC appointments) for each such official holiday.

04. Sick Leave

General

4.01 Sick leave may be taken when a staff member is incapacitated by sickness or injury, when undergoing examination or treatment for physical (medical, dental, optical) or mental illness, or when, because of exposure to contagious diseases, the presence of the staff member at work would jeopardize the health of others.

Accrual

4.02 Sick leave accrues on a daily basis at the rate of 120 hours per leave year.

Conversion of Annual Leave to Sick Leave

4.03 The accrual specified in paragraph 4.02 of this Rule, is increased by the amount of any annual leave converted into sick leave in accordance with paragraph 3.06 of this Rule.

Taking Sick Leave

4.04 Sick leave of 20 working days or less may be taken at the initiative of the staff member and must be taken if, for reasons relating to the health of either the staff member or of other staff members, the Director, Health Services Department so directs. Staff Rule 6.22, "Disability Insurance Program," addresses absences of more than 20 working days.

Advance of Sick Leave

4.05 A staff member's manager may authorize up to 10 days of advanced sick leave. Advances will be charged against entitlements accruing in the future.

Carry-Over of Sick Leave

4.06 Unused sick leave may be carried over without limit to subsequent leave years until the time of separation from service, when it lapses without any payment being made.

Change of Appointment

4.07 Upon changing types of appointment without a break in service among Regular, Open-Ended, Local Staff Regular, Term or Executive Director's Advisor appointments, a staff member's sick leave balance carries forward to the new appointment.

Certification of Illness

4.08 See below:

a. **Sick leave for 5 days or less.** Certification is generally not required for absences of 5 consecutive working days or less. However, if the staff member has been absent a total of 8 working days in a 3 week period, a statement from the treating medical practitioner indicating only the period of incapacity may be requested by the staff member's manager.
b. **Sick leave for 6 to 20 days.** In order to have an absence of between 6 and 20 consecutive working days approved as sick leave, a staff member must submit to his/her supervisor a statement from a licensed medical practitioner which indicates the period of incapacity only. If such a statement also contains confidential medical information, it should be sent directly to the Occupational Health Physician, Health Services Department, who will inform the staff member's manager of the duration of absence.

c. **Sick leave for more than 20 days.** In order to have an absence of more than 20 consecutive working days approved as sick leave, a staff member must file a claim with the disability insurer in accordance with Staff Rule 6.22, "Disability Insurance Program" even if the staff member has sufficient sick leave accumulated to cover the absence.

4.09 Failure by the staff member, or a person designated by the staff member, to provide medical certification within a reasonable period of time will result in a denial of the use of sick leave. The staff member will be charged with annual leave for the period of absence. If the staff member does not have sufficient annual leave to cover the absence, the staff member will be placed on leave without pay in accordance with paragraphs 7.01-7.07, "Leave Without Pay," of this Rule or will be terminated in accordance with Staff Rule 7.01, "Ending Employment." Staff who fail to obtain medical certification may be required to undergo a fitness for duty assessment by a Health Services physician, or a designated physician, before they can return to duty.

**05. Short-Term Family Leave**

5.01 Short-term family leave is absence from duty during the occurrence of any of the following situations:

a. Illness or injury of the child or other relative of the staff member, the staff member's spouse, or the staff member's domestic partner;

b. Failure or inability, without advance notice, of a child care or other dependent care provider to provide expected services for the child or other relative of the staff member, the staff member's spouse, or the staff member's domestic partner; or

c. The unplanned closing of the school attended by the child of the staff member, of the staff member's spouse, or of the staff member's domestic partner.

During any leave year, the staff member may take a maximum of 10 days of short-term family leave which will be charged against the current year's sick leave accrual. Short-term family leave days may be taken individually or consecutively.

**06. Parental Leave**

**Maternity Leave**

6.01 See below:

a. **General.** Maternity leave is absence from duty with pay available to a female staff member in connection with the delivery of her child.

b. **Eligibility.** Subject to the limitations in paragraph 6.01 (c) of this Rule, staff members are eligible to use 70 working days of maternity leave for each pregnancy/delivery regardless of length of service with the Bank Group. However, if the staff member voluntarily resigns her position with the Bank Group prior to completing 2 full years of service, the staff member will reimburse the Bank Group for the maternity leave used on a prorated basis. For the purposes of calculating such reimbursement, staff members are considered to have accrued 2.9 days maternity leave for each full month of service, excluding periods of leave without pay or external service without pay in excess of 31 calendar days.

c. **Limitations.** Maternity leave is subject to the following limitations:
   i. A staff member holding an appointment of a specified duration is not entitled to maternity leave extending beyond the date on which her appointment ends.
   ii. The duration of maternity leave is not extended by alternative work schedule days falling within the period of maternity leave.
   iii. A staff member may apply for disability benefits in accordance with Staff Rule 6.22,
"Disability Insurance Program" to cover periods of absence in connection with stillbirths or the death of a newborn.

d. **Taking Maternity Leave.** Prior to the delivery, maternity leave may be taken on a daily basis, as required, or as a continuous period. After the delivery, any remaining maternity leave must be taken as a continuous period for at least 30 working days, after which remaining maternity leave may be taken in half-day increments and/or combined with other flexible work arrangements at the discretion of the staff member's manager, taking into account the business needs of the work unit. Maternity leave must be completed within one year of the delivery. A staff member applying for maternity leave must submit to her manager an attending physician's certificate stating the expected date of delivery.

e. **Sick Leave in Connection with Maternity Leave.** Sick leave may be taken for maternity related illness, injury, examination or treatment prior to the delivery of the staff member's child. Sick leave may be granted after the delivery up to 20 working days in connection with multiple births in one delivery and/or medical complications resulting from the delivery. A staff member applying for sick leave during maternity leave must submit to her manager the birth certificates showing multiple births, or an attending physician's certificate stating the medical complications resulting from the delivery and the number of days required for recovery and rest.

f. **Effect of Ending Employment.** If the employment of a pregnant staff member ends before she has completed the period of maternity leave, she will receive an equivalent lump sum for any remaining period of entitlement to maternity leave. An equivalent lump sum means 1/260th of the staff member's final annual salary for each day of entitlement to maternity leave.

**Paternity Leave**

6.02 See below:

a. **General.** Paternity leave is absence from duty with pay available to a male staff member in connection with the delivery of the staff member's child.

b. **Eligibility.** Up to 10 working days of paternity leave may be taken for each childbirth.

c. **Taking Paternity Leave.** Paternity leave may be taken in half-day increments and/or combined with other flexible work arrangements at the discretion of the staff member's manager, taking into account the business needs of the work unit, and must be completed within one year after the birth of the child.

**Adoption Leave**

6.03 See below:

a. **General.** Adoption leave is absence from duty with pay available when a staff member adopts a child 12 years of age or younger, or a staff member has a child through surrogacy. Surrogacy is an arrangement where a woman carries and delivers a child for another person.

b. **Eligibility.**
   
   i. **Primary Care Giver.** A male or female staff member who is the primary care giver of an adopted or surrogate child is eligible to use 70 working days of adoption leave for each eligible adoption or surrogacy event regardless of length of service with the Bank Group. However, if the primary care giver voluntarily resigns his/her position with the Bank Group prior to completing 2 full years of service, the staff member will reimburse the Bank Group for the adoption leave used on a prorated basis. For the purposes of calculating such reimbursement staff members are considered to have accrued 2.9 days of adoption leave for each full month of service, excluding periods of leave without pay or external service without pay in excess of 31 calendar days.
   
   ii. **Non-Primary Care Giver.** A male or female staff member who is not the primary care giver of an adopted or surrogate child is eligible to use 10 working days of adoption leave for each eligible adoption or surrogacy event regardless of length of service with the Bank Group.

c. **Limitations.** Adoption leave is subject to the following limitations:
   
   i. A staff member holding an appointment of a specified duration is not entitled to adoption leave beyond the date on which his/her appointment ends.
ii. The duration of adoption leave is not extended by alternative work schedule days falling within the period of adoption leave.

iii. The adoption must be approved in accordance with Staff Rule 6.02, "Dependency (Tax Equivalency) Allowances."

d. Taking Adoption Leave. Adoption leave for the primary care giver commences immediately following the assumption of custody of the adopted or surrogate child by the staff member, and the first 30 working days must be taken in a continuous period. After the first 30 working days for the primary care giver, and at any time for the non-primary care giver, the adoption leave may be taken in half-day increments and/or combined with other flexible work arrangements at the discretion of the staff member's manager, taking into account the business needs of the work unit. Adoption leave, including any sick leave taken in connection with adoption leave, for both the primary and non-primary care giver must be completed within one year after assuming custody of the adopted or surrogate child(ren). A staff member applying for adoption leave must submit to his/her manager a signed written statement stating the expected date of assumption of custody of the adopted or surrogate child(ren).

e. Sick Leave in Connection with Adoption Leave. If the staff member is the primary care giver, the staff member may take up to 20 additional working days of adoption leave, charged to the staff member's sick leave, in the case of adoption of multiple children at the same time or multiple births of children through surrogacy. A staff member applying for additional adoption leave must submit proof of the adoption of multiple children or the birth certificates showing multiple births.

f. Effect of Ending Employment. If the employment of a staff member who is the primary care giver ends before s/he has completed the period of adoption leave, the staff member will receive an equivalent lump sum for any remaining period of entitlement to adoption leave. An equivalent lump sum means 1/260th of the staff member's final annual salary for each day of entitlement to adoption leave.

Bank Group Couples

6.04 If Bank Group staff members married to each other or registered domestic partners of each other are both eligible for parental leave, they may pool their leave eligibilities and distribute and use these leave days as they choose, subject to the limitations stated in this Rule.

07. Leave Without Pay

General

7.01 Leave without pay is a means of retaining a staff member in the employ of the Bank Group during temporary periods of unpaid absence from duty. Staff on Extended Term Consultant and Extended Term Temporary Appointments are eligible for leave without pay as provided in this Rule. Leave of absence to undertake an assignment outside the Bank Group is provided for under Staff Rule 5.02, "External Service and Service for a Wholly Owned Subsidiary," except that staff who accompany a spouse or domestic partner who is assigned out of the staff member's duty station and who is (a) on a Bank Group or IMF assignment, or (b) on External Service With Pay, may work outside the Bank Group as provided in Staff Rule 3.02, "Employment Outside the Bank Group," paragraph 3.06.

Re-entry

7.02 In order for leave without pay of 31 calendar days or more to be approved, a senior manager at the level of Director or above must give the staff member a written commitment to provide the staff member a position at the end of leave without pay, or the staff member must agree in writing that his/her appointment will terminate within a period not to exceed 6 months after his/her leave without pay ends if the staff member cannot find a suitable position in the same type of appointment.

Authorization and Limitations
7.03 Leave without pay may be granted by a staff member's manager for periods of up to 30 calendar days when the staff member does not have sufficient accrued leave to cover an approved absence, or for unspecified reasons. A staff member who is absent without authorization and has exhausted accrued annual leave may be placed on leave without pay by his/her manager, with the approval of the Manager, Human Resources Team (IBRD/MIGA)/HR Regional Head (IFC).

7.04 Leave without pay may be granted by a staff member's Director or above for periods of more than 30 calendar days, but not more than 2 years, for the following purposes:

a. Family leave – serious illness of a spouse, domestic partner, child, or parent;

b. Parental leave – care of a child from its birth or adoption;

c. Required military service;

d. Study leave;

e. Accompanying a spouse or domestic partner on a work-related assignment outside the staff member's duty station; or

f. Accompanying a spouse or domestic partner who is assigned outside the staff member's duty station and is (a) on a Bank Group or IMF assignment, or (b) on External Service With Pay (in which case the period of leave without pay may be set to match the initial duration of the assignment).

In exceptional circumstances, an additional extension of up to 2 years may be approved by the staff member's Vice President, but in no event may such leave without pay exceed 4 years, unless it is to enable a staff member to accompany the spouse or domestic partner who is assigned outside the staff member's duty station and is (a) on a Bank Group or IMF assignment, or (b) on External Service With Pay.

7.05 The length of an appointment which may expire on its own terms is not extended solely because the staff member who holds it is granted leave without pay.

Continuation of Benefits

7.06 The only benefits that may be continued during leave without pay are as follows:

<table>
<thead>
<tr>
<th>Leave Without Pay of 30 Days or Less</th>
<th>Leave Without Pay of 31 Days or More</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Basic Group Life Insurance Plan or Death in Service Benefit, whichever is applicable, at no cost to the staff member</td>
<td>a. Basic Group Life Insurance Plan or Death in Service Benefit, whichever is applicable, at no cost to the staff member</td>
</tr>
<tr>
<td>b. If the staff member pays his/her share of the required contributions, s/he can be eligible for:</td>
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</tr>
<tr>
<td>i. Optional Group Life Insurance Plan</td>
<td>i. Optional Group Life Insurance Plan</td>
</tr>
<tr>
<td>ii. Optional Dependent Group Life Insurance Plan</td>
<td>ii. Optional Dependent Group Life Insurance Plan</td>
</tr>
<tr>
<td>iii. Optional Accidental Death and Dismemberment (ADD) Insurance</td>
<td>iii. Optional Accidental Death and Dismemberment (ADD) Insurance</td>
</tr>
<tr>
<td>iv. Medical Insurance Plan or Medical Benefits Plan, whichever is applicable</td>
<td>c. If the staff member pays the combined Bank Group and staff contributions, s/he can be eligible for Medical Insurance Plan or Medical Benefits Plan, whichever is applicable</td>
</tr>
<tr>
<td>v. Staff Retirement Plan</td>
<td>d. If the absence is for required military service or to pursue a study program for which the Bank Group is contributing at least 50% of the costs, s/he can be eligible for the Staff Retirement Plan subject to Staff Retirement Plan eligibility requirements and limitations, provided</td>
</tr>
<tr>
<td>c. For staff members eligible for home country travel benefits, the eligibility date is not affected</td>
<td></td>
</tr>
<tr>
<td>d. For staff members eligible for education benefits, the education grant is not prorated</td>
<td></td>
</tr>
</tbody>
</table>
Eligibility for and accrual of all other benefits is suspended until the staff member returns from leave without pay.

**Performance of Services for the Bank Group While on Leave Without Pay**

7.07 By mutual agreement, a staff member on leave without pay may be assigned to perform a specific job or task for the Bank Group during a specified period subject to the following:

a. The staff member must be paid a stipend as follows:
   i. For a staff member at grade GE and above, the stipend will be paid at a daily rate equal to the staff member's basic net annual salary divided by 260 days.
   ii. For a staff member at grade GD and below, the stipend will be paid at an hourly rate equal to the staff member's basic net annual salary divided by 2080 hours.
   iii. A staff member whose salary is subject to income tax will be paid a stipend based on the gross equivalent of his/her net annual salary. No tax allowance will be payable on the stipend.

b. The agreement does not change the staff member's appointment, nor will it have any effect on other terms of leave without pay applicable to the staff member as a result of the period worked or the stipend paid, including benefits which may have been continued or to which the staff member is not entitled during leave without pay.

c. The duration of leave without pay is not extended by the period during which services are performed.

d. A staff member on leave without pay due to family leave, parental leave, required military service, or study leave may perform up to a maximum total 90 working days per fiscal year.

e. A staff member on leave without pay to accompany the spouse or domestic partner on a work-related assignment, Bank Group or IMF assignment, or External Service With Pay, outside the staff member's duty station, may perform up to a maximum total 190 working days per fiscal year.

**08. Compensatory Leave**

8.01 Managers may grant compensatory leave to staff in the following situations:

a. up to 2 days following operational travel, taking into account factors including frequency, duration and intensity of travel and work; and

b. up to 5 days following periods of intensive and prolonged overtime work at the duty station occurring within a 30-calendar day period.

**09. Emergency Leave**

9.01 Emergency leave, in the amounts stated in the table below, may be granted by a staff member's manager in the following situations:
10. Administrative Leave

General

10.01 Administrative leave is absence from duty with pay for staff members (including staff holding Extended Term Consultant and Extended Term Temporary appointments) who are excused from duty in one of the circumstances specified in paragraphs 10.01-10.11, "Administrative Leave," of this Rule.

Extreme Weather and Other Emergency Conditions

10.02 Staff members may be excused from duty due to extreme weather and other emergency conditions as follows:

a. **General Release.** Staff members will be granted administrative leave when the Bank Group announces that the office to which they would otherwise have reported for duty will not open for business on that day because of extreme weather or other emergency conditions. The Headquarters offices will be closed if it is so announced over local radio or television stations, or if it is announced that U.S. federal government agencies in Washington, DC, will generally be closed because of such conditions. Other offices should make similar provisions in respect of their staff.

b. **Individual Release.** When conditions cause staff members to face severe difficulty in traveling to work but are not sufficiently widespread to warrant a general release under paragraph 10.02 (a) of this Rule, staff members may take annual leave without prior approval of the manager.

c. **Early Release.** If emergency conditions occur at Headquarters in the course of a working day, a department Director may permit the early departure from work of some or all of his/her staff, after a time or times specified on each occasion by the Manager, HR Operations. At other offices, in analogous circumstances, early release may be authorized by the head of that office.

d. **Staff on Leave or Operational Travel.** Staff members already on leave or on operational travel will not be affected by the above, and, if on leave, their absence will be charged against their leave entitlements.

Essential Staff

10.03 The provisions of paragraph 10.02 of this Rule, will not apply to any staff member who has been designated by his/her manager as performing essential functions. Such staff members are required to report for duty or remain on duty until replaced or released by their managers. Overtime pay is not payable in respect of such service during their normal working hours, but their managers may grant administrative leave in accordance with paragraph 10.04 of this Rule.
Special Provisions for Staff Required to Remain at Work

10.04 If a staff member is required by his/her manager to work when staff members generally at that office have been released, his/her manager may grant administrative leave for an equivalent period to be used within 30 calendar days of the occurrence. If the release was due to extreme weather or other emergency conditions, the staff member will be reimbursed for reasonable expenses incurred as a result of his/her being required to work, and which s/he would not have incurred in the normal course.

Appearance in Court

10.05 See below:

a. If a staff member is required to undertake jury duty or is otherwise subpoenaed to appear in court or other judicial proceedings in connection with a civil or criminal action in which s/he is neither the plaintiff nor defendant, s/he will be granted administrative leave for the period during which his/her attendance is required. The period of administrative leave will not extend the term of the staff member's appointment. The staff member must present to his/her manager the subpoena in advance of such absence and evidence of attendance upon return to duty. The staff member may retain any standard fees payable in connection with his/her attendance at the judicial proceedings.

b. If a staff member is appearing in a judicial or administrative proceeding to request an emergency, temporary, or permanent restraining or protective order to ensure his/her safety, or safety of his/her dependents, the staff member may be granted administrative leave to attend to such proceeding(s). If the granted restraining order relates to the safety of the staff member, the staff member must notify Corporate Security of such order.

c. When a staff member is a plaintiff or defendant in an action, s/he will be required to take annual leave or may request leave without pay.

Relocation and Resettlement

10.06 Managers may authorize the following amounts of administrative leave:

a. On Appointment – Up to 5 working days of administrative leave to enable a staff member recruited from outside the duty station area to perform essential personal tasks associated with settling in the duty station area.

b. On Change of Duty Station - Up to a maximum 10 working days of administrative leave, between overseas assignments, to enable the relocating staff member to perform essential tasks related to departure from the old duty station, as well as arrival and settling in the new duty station. For Bank/Bank couples, where the spouse or domestic partner is actively employed in a Regular, Open-Ended, or Term appointment at the time of the relocation, the spouse or domestic partner will also be eligible for administrative leave to perform essential tasks related to the relocation as follows:
   i. up to 10 working days of administrative leave if the spouse/domestic partner is relocating with the staff; and
   ii. up to 5 working days of administrative leave if the spouse/domestic partner is not relocating with the staff.

c. On Ending Employment - Up to 2 working days of administrative leave to enable a staff member to perform essential personal tasks associated with leaving the duty station area.

Separation from Service under Staff Rule 7.01, "Ending Employment"

10.07 A staff member who has been given notice of separation under Section 6 (Non confirmation of Appointment) or Section 11 (Unsatisfactory Performance) of Staff Rule 7.01, "Ending Employment," may be placed on administrative leave for part or all of the notice period by the staff member's Vice President. When a staff member has been placed on administrative leave under this paragraph, if the staff member wishes to enter Bank Group premises, s/he must first obtain approval of the World Bank Group Human Resources Vice President or his/her designee.
10.08 A staff member who has been given notice that employment is redundant and may be terminated under Section 8 (Redundant Employment) of Staff Rule 7.01, "Ending Employment," may be placed on administrative leave by the staff member's Vice President, to assist in providing time for a job search or when the staff member's Vice President determines that there is no requirement for the staff member's daily presence in the office.

**Administrative Leave pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)" or Staff Rule 8.01, "Disciplinary Proceedings"**

10.09 The World Bank Group Human Resources Vice President, or his/her designee, may place a staff member on administrative leave in accordance with the provisions of Staff Rule 3.00, Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings." When a staff member has been placed on administrative leave under this paragraph, if the staff member wishes to enter Bank Group premises, s/he must first obtain the approval of the World Bank Group Human Resources Vice President or his/her designee.

**Administrative Leave at the Direction of the World Bank Group Human Resources Vice President**

10.10 The World Bank Group Human Resources Vice President, or his/her designee, may place a staff member on administrative leave (with or without restricted access to Bank Group premises and facilities) for up to 6 months for reasons which s/he determines are sufficient after consulting with the staff member's manager.

**Community Service**

10.11 With advance managerial approval, a staff member may be granted 1 day of administrative leave per year for the purpose of volunteering time to a non-profit organization of his/her choice.

**11. Leave for Staff Holding Extended Term Consultant and Extended Term Temporary Appointments**

11.01 Staff holding Extended Term Consultant and Extended Term Temporary (ETC/ETT) Appointments will accrue general-purpose leave at the rate of 2 days (16 hours) per month worked. This leave may be used for all absences, such as vacation, sickness, family emergencies, maternity, or paternity.

11.02 No minimum usage of leave will be required for staff holding ETC/ETT Appointments.

11.03 For exceptional and urgent reasons, a manager may authorize up to 10 days of advanced leave for staff holding ETC/ETT Appointments. Advances will be charged against entitlements accruing in the future. Advances are limited by the amount of leave that will accrue in the remaining contract period.

11.04 Staff holding ETC/ETT Appointments who are on operational travel outside his/her duty station country when an official holiday recognized by the Bank Group at his/her duty station occurs will be credited with an additional 8 hours of general-purpose leave for each such official holiday.

11.05 If staff holding ETC/ETT Appointments are extended for a second year, they may carry over accrued, unused leave from their first year of appointment to their second year of appointment. However, they will not be eligible to carry over leave balances to any other type of appointment.

11.06 At termination of ETC/ETT Appointments, accrued, unused leave will be paid in a lump sum up to a maximum of 30 days (240 hours). Accrued, unused leave in excess of 30 days will be forfeited.

**12. Leave Procedures**

**Approval of Leave**
12.01 With the exception of the administrative leave provided for in paragraphs 10.02 and 10.07 through 10.09 of this Rule, all leave requests must be made by the staff member in accordance with the provisions of this Rule. Leave requests are approved by the staff member's supervisor on the basis of the information provided by the staff member in the leave request. The omission or misrepresentation of any material facts by the staff member in such leave requests may subject the staff member to disciplinary measures pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings," whichever is appropriate. Except in cases of personal emergency, short-term family leave or illness, such leave requests and approval must be made and obtained in advance.

**Notice of Absence**

12.02 Staff members must notify their supervisor promptly whenever, without prior approval, they are unable to report for duty on a scheduled work day. Unless prevented by emergency or illness, notification should be given by 10:00 a.m. of the first day of such absence and on a reasonable basis thereafter.

**Return to Duty Station**

12.03 Staff members who have been away from their duty station on operational travel must, upon return to their duty station, promptly report any leave taken.

**Unit of Leave**

12.04 Annual and sick leave are calculated in hours. Annual, sick, and short-term family leave will be charged and, in the case of a payment for accrued annual leave made under paragraph 3.08, "Payment in Lieu of Annual Leave," of this Rule, the payment will be made on the basis of minimum units of 4 hours for staff members working a regular work schedule and 4.5 hours for staff members working an alternative work schedule as follows:

- **Absences of Two Hours or Less.** Occasional absences of 2 hours or less are not normally charged to leave. Absences of 2 hours or less which, in the opinion of the staff member's manager, are frequent or recurring will be charged to the appropriate leave category whenever they amount to a total of 4 hours or more.
- **Absences in Excess of Two Hours.** Absences in excess of 2 hours but less than 6 hours will be charged as 4 hours of leave for staff members working a regular work schedule and 4.5 hours for staff members working an alternative work schedule. Absences of 6 or more hours will be charged as 8 hours of leave for staff members working a regular work schedule and 9 hours of leave for staff members working an alternative work schedule.
SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuer of this Rule is the World Bank Group Human Resources Vice President, HRDVP

SECTION X - SPONSOR
The Sponsor of this Rule is the Director, Strategy and Operations, HRDAO

SECTION XI - RELATED DOCUMENTS
None

ANNEX(ES)
None
SECTION I - PURPOSE AND APPLICATION

Subject

1.01 This Rule sets forth provisions governing the health program and services of the Bank Group. Confidentiality of medical records is governed by the provisions of Rule 2.02, "Confidentiality of Medical Information and Records." This Rule was most recently amended on December 31, 2015.

Applicability

1.02 This Rule applies to all staff members assigned at Headquarters and in country offices, except where otherwise specified.

Policy Rationale

1.03 The mission of the Health Services Department (HSD) is to promote a safe work environment and good health for staff and immediate families of the World Bank Group. It includes providing advice to the Bank Group on health-related matters. HSD’s mission applies to all World Bank Group offices worldwide.

1.04 To achieve its mission, HSD offers a variety of occupational, clinical and educational health services. Respect for medical ethics, in particular confidentiality, is the fundamental value of HSD and its staff.

SECTION II - DEFINITIONS

1.05 The following definitions apply to this Directive:

1. Medical Condition represents an acute or chronic disease state that may require special care, treatment, or accommodations for the staff member in order for them to successfully discharge the duties of their position.

2. Medical Clearance the process through which a medical healthcare provider determines the relative safety of assigning certain duties or duty locations to a staff member based upon their state of health at the time that a duty or duty location assignment is contemplated.
3. **Safety Hazard** permanent or temporary environmental condition(s) or lack thereof that place an individual at elevated risks; for the purposes of this directive, these Safety Hazards impact staff members to a greater or lesser extent based on their current medical condition.

4. **Public Health Emergency (PHE)** refers to the presence of a condition, potential disease causing agent, or lack of sufficient health resources to respond to urgent or emergent health concerns. PHEs are typically declared by local, national, or international public health authorities depending on the scope of the problem on a scale from local to global in nature.

5. **Travel Restriction** is the limiting of movement of individuals in and out of a certain area or region for reasons pertaining to the presence of an active PHE in such identified locales.

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**SECTION III - SCOPE**

02. **Health Services**

**Eligibility**

2.01 The health services listed in this section are available to all staff members who are at headquarters at the time the services are to be provided. Where specified, health services are also available to members of the immediate family.

**Treatment of Minor Illness**

2.02 Clinical Services staff in the HSD Health Unit may provide treatment to staff members for minor illnesses as a short-term measure. The services provided are not a substitute for the care staff members receive from their Primary Care Physician. Clinical services staff may refer the staff member to an outside provider for treatment.

**Inoculation and Preventive Medications**

2.03 The HSD Health Unit based at headquarters may provide recommended inoculations and medications, at no personal cost to staff members based at headquarters when they engage in operational travel or when they relocate due to change of duty station; and to spouses and domestic partners based at headquarters when they travel under Staff Rule 6.16. When these services are obtained outside the HSD Health Unit, expenses should be submitted directly to the insurance plan for payment according to its coverage parameters.

2.04 Staff members who are not based at headquarters must independently obtain appropriate inoculations and medications for operational travel or relocation due to change of duty station and submit the related expenses directly to their health insurance programs for reimbursement/payment according to their health insurance coverage parameters.

**Screening Program**

2.05 To prevent severe chronic medical conditions, health screening programs tailored to meet the specific needs of staff members may be offered by the HSD Health Unit. These screening programs will be based on health risk appraisal questionnaires and may include blood testing. Staff members holding Regular, Open-Ended, Term, Extended Term Consultant or Extended Term Temporary Appointments may be eligible for the screening programs.

**Counseling Service**

2.06 Staff of the Personal & Work Stress Counseling Unit may provide counseling, consultation, and education on stress-related and psychological issues to all staff members. The Counseling Unit staff shall determine whether on-site counseling is appropriate or whether referral to an outside professional for treatment is indicated. Information provided to the Personal & Work Stress Counseling Unit shall be subject to the provisions of Rule 2.02, "Confidentiality of Medical Information and Records."

03. **Health Assessments**

**Pre-employment**
3.01 HSD will require the medical examination of applicants who report the presence of a Medical Condition that may affect their job performance and therefore require special adaptive measures. HSD may also require Medical Clearance for individuals selected for jobs that expose incumbents to unanticipated Safety Hazards.

**Assignment to duty station involving relocation**

3.02 Headquarters staff assigned to country offices, staff moving from one country office to another, and new international hires assigned to relocate to a country office must be medically cleared. Such clearance is also required for all accompanying dependents. Medical Clearance is based on a self-reported health assessment questionnaire completed by each adult relocating. Children under age 18 need only a statement of health from their physician. If additional information or examinations are required following review by HSD, the studies may be performed by the HSD Health Unit when possible. If the specified studies are performed elsewhere, expenses shall be reimbursed by HSD up to a maximum of $500 USD upon presentation of applicable receipts and evidence of payment. HSD shall provide the Human Resources unit initiating the request with the Medical Clearance on the applicant's suitability for employment in the proposed country office.

**Fitness for Duty Assessments**

3.03 See below:

1. Fitness for duty assessments may be requested when performance problems are believed to be health-related or when a staff member has been on sick leave for periods that are extended and/or recurring. A fitness for duty assessment will determine the presence and extent of any health-related impairment to perform assigned duties. Fitness for duty assessments are conducted by HSD at the request of a staff member’s manager or the Director, Health Services Department. As part of the fitness for duty assessment, HSD may request that an external physician conduct a health assessment of the staff member involved. If requested by a manager, a request for a fitness for duty assessment must be made in writing to the Director, Health Services Department, or a physician designated by him, stating the performance problems clearly, and describing the requirements of the position held by the staff member involved. The manager shall copy the staff member and the Manager, Human Resources Team.

2. The outcome of the Fitness for Duty Assessment shall be provided by the Director, Health Services Department or a Health Services Physician, to the requesting manager, the staff member and the Manager, Human Resources Team.

3. If the staff member is found to be unfit to work on a sustained basis at the level required by the position, the Director, Health Services Department or a Health Services Physician, the staff member’s manager, and the Manager, Human Resources Team, will meet to decide what the next steps should be. These decisions will be conveyed to the staff member by the manager.

4. If a staff member refuses to cooperate with a fitness for duty assessment, the staff member's manager shall handle any performance problems in accordance with Staff Rule 5.03 "Performance Management Process".

**Certification of Illness**

3.04 Staff members who are absent because of illness are required to comply with the requirements of Rule 6.06, "Leave," Section 3 relating to certification of illness.

**Travel to a country in which a Public Health Emergency has been declared**

3.05 Medical Clearance will be required for staff traveling to a country dealing with a Public Health Emergency as declared by reputable international health organizations, including without limitation, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and/or the European Centre for Disease Prevention and Control (ECDC). At such times, particularly if Travel Restrictions are posted by these organizations, some personal Medical Conditions could place a prospective traveler at significantly higher risk than usual in the country in question. Depending on the nature of the Public Health Emergency, after the traveler has been medically cleared, a pre-departure briefing and post travel monitoring may also be required.

**04. Medical Evacuation**

**Eligibility**

4.01 To ensure adequate medical treatment in the event of acute/severe/life threatening illness, injury, or an
existing medical condition when appropriate treatment is not available locally, the Bank Group may evacuate staff and dependents who are resident overseas or traveling on official Bank Group business, to the closest location where appropriate medical treatment can be provided based on the authorization of HSD. Persons who may be evacuated at Bank Group expense include the following:

1. Staff members holding Regular, Local Staff Regular, Open-Ended, Term, Extended Term Consultant, Extended Term Temporary appointments in duty stations outside the United States, Australia, New Zealand, Japan, and Western Europe, and members of their immediate families. (The term "Western Europe" means Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, and the United Kingdom).

2. Staff members holding Regular, Local Staff Regular, Open-Ended, Term, Executive Director's Advisor, Special Assignment Appointments, Extended Term Temporary, Extended Term Consultant, Short Term Temporary, or Short Term Consultant appointments, who are on operational travel outside the United States and their spouses/domestic partners if traveling with them at Bank Group expense while on Spouse Travel in accordance with Rule 6.16 or a Pre-Assignment Visit in accordance with Rule 6.17.

4.02 The following are not eligible for medical evacuation at Bank Group expense:

1. retirees and members of their immediate families.
2. staff on leave without pay and their immediate families.
3. staff on paid leave and their immediate families while they are away from their duty station area.

Authorization for Medical Evacuation in Emergencies

4.03 When a staff member or eligible family member suffers from an acute/severe/life-threatening illness or injury and appropriate treatment is not available locally, emergency evacuation to the closest location where appropriate medical treatment can be provided may be authorized by the following:

1. the head of the Country Office;
2. in countries with no Country Office, the mission leader; or
3. in the absence of either of the above, the HSD Medical Duty Officer, who can be reached via World Bank Security at 202-458-8888.

4.04 Authorization for emergency evacuation will ordinarily be provided only for the patient, based on the recommendation of a local physician and, if possible, in consultation with HSD. In special circumstances, the authorization for emergency evacuation may allow for the patient to be accompanied by a physician, nurse, or immediate family member. Accompanied travel is authorized for psychiatric cases, for children up to 18 years of age, and when clinically essential for decision making during the acute phase of an illness. The cost of travel and subsistence will be borne by the unit to which the staff member is administratively assigned, or the department which initiated the request for operational travel, unless there are other arrangements in place for that unit or department.

Authorization for Medical Evacuation in Non-Emergency

4.05 In non-emergency situations, when appropriate medical facilities are not available at the duty station, care out of the country may be authorized by HSD for persons described in paragraph 4.01, above, who suffer from chronic conditions with the potential for life-threatening outcomes and complications such as the following:

- Cancers
- Complications of diabetes mellitus
- Chronic cardiovascular diseases
- Chronic pulmonary diseases
- Chronic kidney diseases
- Chronic liver diseases
- HIV/AIDS
- Organ and bone marrow transplants
- Severe psychological disorders

4.06 Other chronic conditions are generally not considered for medical evacuation. However, each request for medical evacuation is reviewed individually and HSD may authorize a medical evacuation for a condition not listed in paragraph 4.05, above, should this condition have the potential for severe complications.
4.07 Care out of the country may be authorized by HSD to the closest regional location where appropriate care can be provided, within the course of official mission travel, special overseas travel, or home country travel. If such travel is not reasonably imminent, HSD may authorize a non-emergency medical evacuation to the closest location where appropriate medical facilities are available.

4.08 Following evacuations, staff members are expected to identify and access health care providers in their country of residence for routine follow up consultations. Evacuation for follow up consultations will be authorized only under exceptional circumstances.

Travel

4.09 The class of travel applicable to medical evacuations shall be economy class, unless some other class or form of travel is recommended by a Health Services Physician. The cost of travel will be borne by the unit to which the staff member is administratively assigned, or the department that initiated the request for operational travel, unless there are other arrangements in place for that unit or department. Medical evacuation expenses should not be funded from a trust fund, unless the donor has expressly authorized the evacuation expense.

Subsistence

4.10 Subsistence is reimbursable on the basis of actual costs up to the maximum provided for the evacuation destination in accordance with the World Bank Group's MTV Per Diem Rates and Hotel Standards. Subsistence during medical evacuation travel is not reimbursable at the per diem rate. No subsistence shall be payable to an evacuee while hospitalized except for the days of admission and discharge. Actual costs for subsistence for the evacuee while not hospitalized, and for those authorized by the HSD to accompany the evacuee, will be borne by the unit to which the staff member is administratively assigned, or the department that initiated the request for operational travel, unless there are other arrangements in place for that unit or department. Medical evacuation expenses should not be funded from a trust fund, unless the donor has expressly authorized the evacuation expense.

Medical Expenses

4.11 All medical expenses, including hospital charges, doctor/surgeon fees, and laboratory tests should be submitted directly by the staff member to his/her medical insurance plan for reimbursement according to the current provisions of the plan. Any costs not covered by such insurance are the responsibility of the staff member.

Initiating a Request for Medical Evacuation

4.12 Staff initiating requests for emergency medical evacuation should contact World Bank Security at 202-458-8888 and request the "Medical Duty Officer".

05. Occupational Safety and Health

Workplace Safety

5.01 The Director, Health Services Department, shall establish such programs for monitoring and assuring the safety of the Bank Group workplace and staff as are consistent with established occupational health practice. These programs shall include, but not be limited to:

1. Monitoring Bank Group facilities and working conditions for hazards to staff in the areas of safety, ergonomics and epidemiology, with recommendations for preventive or corrective actions as needed.

2. Fitness for duty assessments as warranted for those staff exposed to hazardous substances or working conditions, or whose duties affect the safety of others.

3. Regular medical screening, at Bank Group expense, for staff potentially exposed to safety and occupational health hazards as determined by HSD.

The Country Director/Manager, if possible, shall consult with the Director, Health Services Department, in situations relating to public health emergencies or environmental issues, to determine appropriate steps to protect the health and safety of staff.
06. Medical Travel for Childbirth

Applicability

6.01 This section applies to staff members holding Regular, Open-Ended or Term appointments to positions posted on Temporary Assignments, per Staff Rule 6.17.

6.02 The Bank Group will provide travel, hotel and subsistence to a staff member described in paragraph 6.01, above, or to the staff member's spouse or domestic partner. Benefits under this Section of this Rule are payable only for the expectant mother.

6.03 To deliver a baby, the expectant mother may travel within the four weeks immediately preceding the anticipated date of delivery, subject to the regulations defined by transportation carriers for travel of expectant mothers. The expectant mother may travel to any destination to deliver a baby, limited to the cost of travel between the staff member's duty station and Washington, DC. The expectant mother will also be eligible for up to ten weeks of hotel and subsistence.

6.04 To undergo genetic testing when medically indicated, the expectant mother may travel to the nearest, authorized regional destination where such testing is available. The expectant mother will also be eligible for up to one week of hotel and subsistence. This benefit may not be used for routine, non-invasive genetic testing, nor for periodic obstetrical visits, all of which must be undertaken at the duty station.

Travel, Hotel & Subsistence

6.05 Travel will be provided only for the mother by the most direct and cost-effective route, cost limited as defined above in paragraphs 6.03 and 6.04, per the following:

1. Full economy class air; or
2. First class rail or bus where no air travel facilities are available for all or a portion of the relocation travel; or
3. Reimbursement for mileage for travel by private or rental automobile in accordance with AMS 3.10.

6.06 Hotel and subsistence costs will be paid only for the mother, in accordance with the Bank Group's MTV Per Diem Rates and Hotel Standards, cost limited to the rates defined for Washington, DC. If the mother travels to a destination which has lower rates than Washington, DC, payments will be based on the lower rates. Hotel and subsistence payments will also be subject to the following limitations:

1. Hotel and subsistence costs will not be payable during the dates of a hospital stay that are covered by applicable medical insurance. Staff will be expected to report hospitalization dates when presenting claims.
2. Hotel and subsistence costs will not be payable during any dates that the mother stays in accommodations that she owns or that are owned by the staff member, or during any dates that the mother stays in the home of friends or relatives.

SECTION IV - EXCEPTION

Exceptions to Provisions that relate to various components of the Health Assessments process as described in Section III may be approved with written concurrence from a Vice President or equivalent level officer of the World Bank Group, or an officer of a higher level. The exception must be approved by the World Bank Group Human Resources Vice President, HRDVP.

SECTION V - WAIVER

Waiver of any Provision of this Directive requires approval of the Director, Health Services Department, HRDHS.

SECTION VI - OTHER PROVISIONS

N/A
SECTION VIII - EFFECTIVE DATE
Effective Date for this Directive is 1/1/2016

SECTION IX - ISSUER
World Bank Group Human Resources Vice President, HRDVP

SECTION X - SPONSOR
Director, HRDHS
06 Compensation
06.08 Benefit on Death of Staff Member in Active Service

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 6.08, "Benefit on Death of Staff Member in Active Service," (hereinafter "Rule") governs the payment of a benefit by the Bank Group on the death of a staff member in active service.

1.02 This Rule applies to the Staff of the institutions of the World Bank Group holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor appointments.

SECTION II - DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. **Active Service**, when used with reference to a staff member, means a staff member in pay status.

SECTION III - SCOPE

3. Benefit

3.01 A benefit in the amount of 3% of the midpoint of the GG salary in the staff member's salary scale will be paid by the Bank Group in respect of a staff member who dies in active service.

4. Beneficiary

4.01 The person to whom the benefit is payable is the staff member's surviving spouse/domestic partner. In the case of a staff member who is not married/partnered, or in other cases at the discretion of the Manager, HR Operations, or a designated official, in consultation with the Bank's Legal Department, the recipient may be a close relative or other person who arranges for the funeral and burial.

5. Taxes

5.01 The Bank Group will not pay an allowance for or reimburse any income, estate, inheritance or other taxes which may be levied on the receipt of the benefit by any taxing authority.
SECTION IV - EXCEPTION
None.

SECTION V - WAIVER
The Issuer may waive any provision of this Rule with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None.

SECTION VII - TEMPORARY PROVISIONS
None.

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of October 25, 2016.

SECTION IX - ISSUER
The Issuer of this Rule is the President, IBRD/IDA, IFC and MIGA, EXC.

SECTION X - SPONSOR
The Sponsor of this Rule is the World Bank Group Human Resources Vice President, HRDVP.

SECTION XI - RELATED DOCUMENTS
None

Questions regarding this Directive should be addressed to the Sponsor.
Discontinued

Staff Rule 06.10 has been discontinued and no longer effective.
06 Compensation
06.11 Workers' Compensation Program

SECTION I – PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 6.11, "Worker's Compensation Program" (hereinafter Rule) sets forth a workers' compensation program which provides Staff Members with compensation and other benefits in the event of illness, injury or death arising out of and in the course of employment with the Bank Group (sometimes called "work-related" below). This Rule was most recently amended on April 9, 2018.

1.02 This Rule applies to the Staff of the Institutions of the World Bank Group except where otherwise specified.

SECTION II – DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. **Child.** The term "Child" means the natural son or daughter of the Staff Member, or the Staff Member's spouse or registered Domestic Partner. Child also means a legally adopted son or daughter for whom the Bank Group has determined that a "bona fide" parental relationship exists.

b. **Claims Administrator.** The term "Claims Administrator" refers to the third party administrator contracted by the World Bank Group to administer workers compensation claims in accordance with the Procedure, "Workers' Compensation Program – Claims Procedure."

c. **D.C. Act.** The term "D.C. Act" means the District of Columbia Workers' Compensation Act of 1998 as amended from time to time.

d. **Social Security.** The term "Social Security" means any national social security system.

e. **Wages.** The term "wages" means:

   i. for staff paid a net salary, the net salary plus any tax allowance paid by the Bank Group in
accordance with Rule 6.04, "Tax Allowance"; and

ii. for staff paid a gross salary, the gross salary.

f. Except for the definitions of "employer", "employee" and "wages", the definitions set forth in Section 32-1501 of the D.C. Act will apply.

SECTION III – SCOPE

03. Administration

3.01 The Claims Administrator will determine whether an injury, illness or death arises out of and in the course of employment and otherwise administer the workers' compensation program in accordance with the provisions of the D.C. Act specified in this Rule, except that where the provisions of this Rule differ from the provisions of the D.C. Act specified, the provisions of this Rule will govern. Provisions of the D.C. Act not specified in this Rule will not apply. Except for paragraph (d) in Section 32-1505 and paragraph (a) in Section 32-1506, where provisions of the D.C. Act specified in this Rule refer to the Mayor, this will be taken to mean the Claims Administrator.

3.02 A copy of the D.C. Act is available for inspection in the office of the Bank Group's Manager, Manager, HR Operations.

04. Claims

4.01 If a Staff Member's injury, illness or death is believed by a claimant to arise out of and in the course of employment, a claim for applicable workers' compensation benefits may be filed with the Claims Administrator by the Staff Member, a surviving spouse or Domestic Partner, a Child, or an appointed guardian. A claim must be filed with the Claims Administrator within the timeline provided in the Procedure, "Workers' Compensation Program - Claims Procedure."

4.02 No claim will be deemed compensable where the injury, illness or death was occasioned in a significant part by the Staff Member's intoxication or willful intention to injure or kill him/her or another.

05. Payment of Disability Benefits

5.01 Staff covered by Staff Rule 6.22, "Disability Insurance Program" are eligible for dismemberment and permanent loss of use benefits payable under Section 32-1508 of the D.C. Act, but are not eligible for income replacement benefits under that Act.

5.02 Staff holding an Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary or Special Assignment (SPAS) Appointments, who are unable to work by reason of a work-related injury or illness as determined by the Claims Administrator will be eligible for disability payments. Disability payments will be calculated in accordance with Sections 32-1505 and 32-1511 of the D.C. Act and paid to a claimant in accordance with Section 32-1508 of that Act, except that the wages of a Staff Member will be wages as defined in paragraph 2.01 (e) of this Rule.

06. Payment of Medical Expenses

6.01 When a claim has been determined to be compensable, the Claims Administrator will approve the appropriate course of medical treatment. The Bank Group will pay all reasonable medical, hospital, and medical rehabilitation costs causally related to the injury, illness, or death as approved by the Claims Administrator.

6.02 A Staff Member must seek the authorization of the Claims Administrator prior to an anticipated change in the course of treatment by the treating physician to ensure such treatment is eligible for continued payment. A Staff Member must seek the prior approval of the Claims Administrator for any change of treating physician, either at his/her own initiative or by referral from the original treating physician. Failure to seek such prior authorizations may result in the denial of a subsequent claim if the Claims Administrator determines that the treatment is unnecessary or unrelated to the covered condition.

07. Payment of Vocational Rehabilitation Expenses
7.01 In the event a Staff Member is not able to resume his/her previous job, but is determined by the Claims Administrator to be qualified for vocational rehabilitation, the Bank Group will bear the cost of and the Claims Administrator will arrange for, where available, appropriate vocational rehabilitation services.

7.02 During the period of rehabilitation, the injured person will continue to receive any compensation and medical benefits to which s/he is entitled under this Rule.

7.03 If an injured person declines to participate in an identified vocational rehabilitation program, the Claims Administrator may discontinue any and all benefits provided for under this Rule.

08. Payment of Death Benefits

8.01 In the event a compensable injury causes the death of a Staff Member, death benefits will be paid to the Staff Member's survivors and in amounts as specified in Section 32-1509 of the D.C. Act. Survivors are the Staff Member's spouse or registered Domestic Partner, and the Children of the Staff Member and his/her spouse or registered Domestic Partner.

09. Supplemental Allowance

9.01 When the maximum amount of compensation payable for death or disability specified in the D.C. Act is adjusted upwards pursuant to Section 32-1505 of the D.C. Act, a supplemental allowance (also known as "cost-of-living adjustment") will automatically be paid in accordance with Section 32-1506 of that Act to claimants adjudged to be permanently and totally disabled who are already receiving disability benefits or to the claimants' survivors who are already receiving death benefits.

10. Recovery of Benefits Paid

10.01 A claimant receiving payment from a third party for the illness or injury or death for which a claim has been made under this Rule must reimburse the Bank Group to the full extent of benefits s/he has been paid or which have been paid by the Bank Group on his/her behalf under this Rule. In addition, the Bank Group will not be liable for additional benefits payable pursuant to the Workers' Compensation Program until the amount of the workers' compensation benefit due to the claimant exceeds the amount the claimant received from third party.

11. Coordination of Benefits

Disability Pension

11.01 Where a Staff Member is granted a disability pension under the Staff Retirement Plan by reason of a work-related illness or injury, the Staff Member will receive the workers' compensation disability benefits to which s/he is entitled under the D.C. Act plus a disability pension, provided that the total of the disability pension and the workers' compensation disability benefit does not exceed 66 2/3 percent of the Staff Member's pensionable gross salary, adjusted by the same percentage that the maximum amount of compensation has been adjusted in Section 9, "Supplemental Allowance," of this Rule.

Funeral Expenses

11.02 Funeral expenses that would otherwise be payable to survivors under Section 32-1509 of the D.C. Act will be reduced to the extent that a death benefit is paid pursuant to Staff Rule 6.08, "Benefit on Death of a Staff Member in Active Service."

Social Security

11.03 Benefits payable under Section 5, "Payment of Disability Benefits," of this Rule will be coordinated with and reduced by 50 percent of the benefits payable under social security.

12. Exclusive Remedy

12.01 The claim for compensation which a claimant may file under this Rule constitutes an exclusive remedy against the Bank Group for any illness, injury or death arising out of and in the course of the Staff Member's employment, except to the extent that the other benefits specified in Section 11, "Coordination of Benefits," of the Rule may also be paid.
13. Appeals

13.01 A claimant who wishes to appeal the denial of a claim for workers' compensation benefits or a decision taken in connection with the administration of a compensable claim may, within 90 days of receiving notice of the final decision from the Claims Administrator, request administrative review of the decision from an Administrative Review Panel in accordance with the Procedure, "Workers' Compensation Program – Appeals Procedure."

13.02 If a claimant, after receiving the final decision of the Administrative Review Panel, who wishes to pursue his/her complaint further, the claimant may then file an appeal with the World Bank Administrative Tribunal in accordance with the provisions of Staff Rule 9.05, "The World Bank Administrative Tribunal."

SECTION IV – EXCEPTION

None

SECTION V – WAIVER

The Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI – OTHER PROVISIONS

None

SECTION VII – TEMPORARY PROVISIONS

None

SECTION VIII – EFFECTIVE DATE

This Directive is effective as of the date on its cover page.

SECTION IX – ISSUER

The Issuers of this Directive are:

World Bank Group Human Resources Vice President, HRDVP

IFC Chief Executive Officer, IFCEO

MIGA Executive Vice President and CEO, MIGEX

SECTION X – SPONSOR

The Sponsors of this Directive are:

Director, HR Compensation and Performance, HRDCP

Director, IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
06 Compensation

06.12 Participation in the Medical Insurance Plan

01. Subject, Applicability and Definitions

02. Enrollment in the Medical Insurance Plan

03. Continuation and Reduction of Coverage

04. Sponsored Plan

05. Cost of Participation

06. Termination of Participation at Bank Group Initiative

07. Right of Reimbursement

08. Disputes Over Participation in the Medical Insurance Plan

Annex A: Contributions to the Medical Insurance Plan - Semi Monthly Rates for Active Staff and the Sponsored Medical Insurance Plan

Annex B: Contributions to Retiree MIP (Plan 1)

Annex C: Contributions to Retiree MIP (Plan 2)

Annex D: Sponsored Plan Contributions

01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth provisions governing participation in the Medical Insurance Plan (MIP). This Rule is effective September 1, 2000. Benefits and conditions of coverage under the MIP are set forth in a Certificate Booklet issued by the Insurance Administrator.

Applicability

1.02 Except where otherwise specified in the text, this Rule applies to staff members holding Regular, Fixed-Term, Part-Time, or Executive Director's Assistant appointments, to staff members holding Consultant or Temporary appointments commencing prior to July 1, 1998 of six months or more for full-time work, to staff members appointed to an Open-Ended or Term appointment in a position subject to international recruitment or in a position subject to local recruitment at Headquarters, and to retired staff members who, while active, held one of the above appointments.

Definitions

1.03 For the purposes this Rule, the following definitions apply:

- Retired Staff Member: The term "retired staff member" means a former staff member who is eligible for a pension under the Staff Retirement Plan and who is eligible to participate in the MIP as described below.

- Eligible Dependent: The term "eligible dependent" means:

  i. A staff member's or retired staff member's spouse and each dependent child who meets the criteria for a dependency allowance under Rule 6.02, "Dependency (Tax Equivalency) Allowance," whether or not an allowance is paid.

  ii. A staff member's or retired staff member's registered same-sex domestic partner, as
provided in Rule 1.01, "General Provisions."

iii. A foster child, or a child for whom the staff member or retired staff member has been granted physical custody for purposes of permanent adoption. Such child must also meet the criteria for a dependency allowance for a dependent child in Rule 6.02 and live in the staff member’s or retired staff member's household. A foster child must meet the definition of foster child under the law of the staff member’s or retired staff member’s state of residence.

iv. A child of an unmarried dependent child, if the parent remains an unmarried dependent living in the household of the staff member or retired staff member. Such a grandchild must also meet the criteria for a dependency allowance for a dependent child in Rule 6.02.

v. A dependent handicapped child who attains age 25 if the child is unmarried and incapable of self-sustaining employment by reason of mental or physical disability, provided that:
   a. the child became mentally or physically handicapped before reaching age 25;
   b. the staff member or retired staff member submits to the Insurance Administrator satisfactory evidence of such incapacity; and
   c. any conversion privilege available under this Rule for the child is not exercised. The Insurance Administrator may require evidence of such incapacity from time to time.

   c. **Medical Insurance Plan (MIP):** The term "Medical Insurance Plan" or "MIP" means medical insurance under the contract of insurance between the Bank Group and the Insurance Administrator as amended from time to time and for which staff members and retired staff members contribute at rates established periodically by the Bank Group.

   d. **Family Plan:** The term "Family Plan" means coverage under the MIP for the staff member and more than one eligible dependent, or for the retired staff member and one or more eligible dependents.

   e. **Dual Plan:** The term "Dual Plan" means coverage under the MIP for the staff member and spouse only, or for a single staff member who has one dependent child, or for a staff member and registered same-sex domestic partner only. The Dual Plan is not available to retired staff members.

   f. **Individual Plan:** The term "Individual Plan" means coverage under the MIP for the staff member or retired staff member only.

   g. **Insurance Administrator:** The term "Insurance Administrator" means the company with whom the Bank Group has contracted to administer and adjudicate claim reimbursements for the MIP.

   h. **Normal Retirement Age:** The term "Normal Retirement Age" has the same meaning as established in the Staff Retirement Plan.

   i. **Qualifying Service:** The term "Qualifying Service" means the total period of pensionable service in one or more of the appointment types to which this Rule applies.

   j. **Sponsored Plan:** The term "Sponsored Plan" means medical insurance for an eligible parent and/or parent-in-law of a staff member. The Sponsored Plan is not available to retired staff members.

   k. **Medical Care Conversion Policy:** The term "Medical Care Conversion Policy" means medical insurance provided under a separate individual policy of insurance for which participating
individuals contribute according to premiums determined by the Insurance Administrator. This policy is available to staff members, retired staff members, and their eligible dependents that cease to be eligible for coverage under the MIP.

I. **Option A/Option B**: The terms "Option A" and "Option B" mean the two levels of benefit coverage available to staff, with different contributions and different deductibles.

m. **Plan 1/Plan 2**: The terms "Plan 1" and "Plan 2" mean the two levels of benefit coverage available to retired staff, with different contributions and different deductibles.

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02. Enrollment in the Medical Insurance Plan

**Enrollment Upon Appointment**

2.01 A staff member may enroll in Option A or Option B and elect Individual, Dual, or Family Plan coverage without evidence of good health provided that the written application for enrollment is received by the Benefits Administration Unit within 31 calendar days from commencement of qualifying service. Coverage is effective as of the date of commencement of qualifying service, except that any eligible dependent who is confined to a hospital or other medical institution on that date becomes insured upon discharge from the hospital or other medical institution. If two Bank Group staff members eligible for MIP participation are married to one another or have a registered same-sex domestic partnership and are enrolled in the Dual or Family Plan, one staff member must elect to participate as an employee and the other will be recorded as a dependent in the Dual or Family Plan. Alternatively, each staff member may opt for Individual Plan coverage and each pay the corresponding premium.

**Change from Individual to Dual or Dual to Family Plan**

2.02 A staff member may change enrollment to add new dependents without providing evidence of good health satisfactory to the Insurance Administrator, for such new dependents only, provided a written application is received within 31 days of the following events:

a. Individual to Dual Plan for active staff: marriage, birth/adoption of a child, or the initial attainment of the criteria listed in Rule 1.01, Annex A for establishment of a same-sex domestic partnership;

b. Individual to Family Plan for active staff: marriage, birth/adoption of more than one child, or the initial attainment of the criteria listed in Rule 1.01, Annex A for establishment of a same-sex domestic partnership;

c. Individual to Family Plan for retired staff: marriage, the birth/adoption of a child, or the initial attainment of the criteria listed in Rule 1.01, Annex A for establishment of a same-sex domestic partnership;

d. Dual to Family Plan for active staff: marriage, birth/adoption of a second child, or the initial attainment of the criteria listed in Rule 1.01, Annex A for establishment of a same-sex domestic partnership.

Coverage is effective as of the date of the qualifying event listed above. If a staff member or retired staff member is enrolled in the Family Plan, coverage for newly eligible dependents is automatic under the Family Plan if reported in writing to Benefits within 31 days. Any dependents of active staff members who were not enrolled during the 31-day period following their initial eligibility must provide evidence of good health satisfactory to the Insurance Administrator, as described in paragraph 2.04 below.

**Change to Option A or Option B (Active Staff Plan)**

2.03 A staff member may change from Option A or Option B once during the annual change season, upon receipt of a written application by the Benefits Administration Unit prior to the deadline established each year. Staff may also change options when coverage changes from Individual Plan to Dual or Family Plan under the provisions of paragraph 2.02.
Late Enrollment

2.04 Except as provided in paragraph 2.05, a staff member who applies for MIP enrollment more than 31 days after commencement of qualifying service must provide, at his own expense, evidence of good health satisfactory to the Insurance Administrator. Except as provided in paragraph 2.06, a staff member who applies for change from the Individual Plan to the Dual or Family Plan after the 31-day period described in paragraph 2.02 must provide, at his own expense, evidence of good health satisfactory to the Insurance Administrator for each eligible dependent. If the application is accepted, coverage becomes effective from the date of acceptance subject to any exclusion or conditions established by the Insurance Administrator under the policy of insurance. Retired staff members are not eligible for late enrollment.

Late Enrollment As a Result of Lost Coverage

2.05 A staff member who is currently not covered under the MIP and who has lost other medical insurance coverage outside the Bank Group because of legal separation, divorce, dissolution of a registered same-sex domestic partnership, spouse's death, same-sex domestic partner's death, spouse's loss of employment, or same-sex domestic partner's loss of employment may apply within 31 days of loss of coverage and elect to enroll in Individual, Dual or Family Plan coverage without evidence of good health. The staff member must submit to the Benefits Administration Unit

i. either a death certificate, divorce decree, legal separation agreement, or statement from the spouse's or same-sex domestic partner's prior employer confirming the loss of employment and

ii. a statement from the previous insurance administrator confirming the loss of coverage.

Coverage is effective the first day of the month following acceptance of the application by the Benefits Administration Unit. Retired staff members and their eligible dependents are not eligible for late enrollment as a result of lost coverage.

2.06 A staff member who has Individual or Dual Plan coverage, and whose spouse, same-sex domestic partner, or eligible dependent child loses other medical coverage due to loss of employment, legal separation, divorce or death may apply within 31 days of loss of coverage to elect to change coverage to the Dual or Family Plan without evidence of good health. The staff member must submit to the Benefits Administration Unit

i. either a death certificate, divorce decree, legal separation agreement or statement from the spouse's or same sex domestic partner's former employer confirming the loss of employment and

ii. a statement from the previous insurance administrator confirming the loss of coverage.

Coverage is effective the first day of the month following acceptance of the application by the Benefits Administration Unit. Retired staff members and their eligible dependents are not eligible for late enrollment as a result of lost coverage.

03. Continuation and Reduction of Coverage

Continuation While On Leave Without Pay

3.01 A staff member on leave without pay may continue coverage under the MIP as provided in Rule 6.06, "Leave," as long as the staff member pays the required contributions. A staff member who suspends coverage during leave without pay may not reinstate coverage until active work status is regained. Within 31 days of return to active work status, a staff member may reinstate participation without evidence of good health. After 31 days, evidence of good health will be required as provided in paragraph 2.04.

Continuation While On External Service

3.02 A staff member on external service may continue coverage under the MIP as provided in Rule
5.02, "External Service," as long as the staff member pays the staff contributions. A staff member who suspends coverage during external service may not reinstate coverage until active work status is regained. Within 31 days of return to active work status, a staff member may reinstate participation without evidence of good health. After 31 days, evidence of good health will be required as provided in paragraph 2.04.

Continuation After Termination of Employment

3.03 Coverage under the MIP continues through the last day of the month in which a staff member's service terminates. A staff member may elect to continue coverage by notifying the Benefits Administration Unit in writing within 31 days of the last day of service and making payment arrangements in advance for the combined Bank Group and staff member premium for coverage up to 36 months. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage but prior to 31 days from the last day of service, such continued coverage begins the day the application is received by the Benefits Administration Unit. If the applicant or any dependents are hospitalized on the day coverage would otherwise take effect, coverage for those hospitalized individuals will be delayed until the applicant and/or the dependents are released from the hospital.

Continuation For An Eligible Dependent Child Who Ceases to be Eligible for a Dependency Allowance

3.04 Except in the case of an eligible dependent handicapped child, coverage for an eligible dependent child will cease on the last day of the month during which the child reaches age 26. A staff member or retired staff member may elect to continue coverage for a child for up to 36 months. The staff member or retired staff member must notify the Benefits Administration Unit in writing within 31 days of the child losing eligibility for dependency and make payment arrangements in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the Individual Plan for the level of coverage continued. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage, but prior to 31 days from the end of the child’s dependency, such continued coverage begins the day the application is received by the Benefits Administration Unit. If the applicant is hospitalized on the day coverage would otherwise take effect, coverage will be delayed until the applicant is released from the hospital. For an eligible dependent handicapped child, the staff member or retired staff member must present evidence of the handicap satisfactory to the Insurance Administrator within 31 days of the handicapped child reaching age 25. The Insurance Administrator may require periodic health evaluations of the handicapped child after the initial acceptance.

Continuation By a Divorced (or Legally Separated) Spouse

3.05 A spouse will cease to be eligible for coverage because of divorce, or because of change to the Individual Plan as a consequence of legal separation as defined in Rule 6.02, "Dependency," as of the last day of the month during which the divorce or change to Individual Plan coverage due to legal separation became effective. Such a spouse may elect to continue Individual, Dual or Family Plan coverage under the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the effective date of loss of eligibility and making payment arrangements in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the plan elected. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage but prior to 31 days from the divorce or change to the Individual Plan as a consequence of legal separation, such continued coverage begins the day the application is received by the Benefits Administration Unit. If the applicant or any dependents are hospitalized on the day coverage would otherwise take effect, coverage for those hospitalized individuals will be delayed until the applicant and/or the dependents are released from the hospital.

Continuation By a Domestic Partner Whose Eligibility Has Ceased

3.06 A domestic partner will cease to be eligible for coverage from the last day of the month when a
staff member or retired staff member has notified Benefits Administration that the domestic partnership has terminated. Such domestic partner may elect to continue Individual Plan coverage for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the effective date of termination of the partnership and making payment arrangements in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the plan in which the domestic partner was enrolled. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage but prior to 31 days from the termination of the domestic partnership, such continued coverage begins the day the application is received by the Benefits Administration Unit. In addition, a domestic partner who at the time of death of the staff member or retired staff member is not eligible to receive an Optional Survivor Pension from the Staff Retirement Plan may elect to continue his/her coverage in the Individual Plan within 31 days of the staff member or retired staff member's death. If the applicant or any dependents are hospitalized on the day coverage would otherwise take effect, coverage for those hospitalized individuals will be delayed until the applicant and/or the dependents are released from the hospital. Payment arrangements must be made in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the plan in which the domestic partner was enrolled.

Continuation By a Staff Member's or Retired Staff Member's Surviving Spouse

3.07 If an active or retired staff member dies while insured under the Dual or Family Plan, a surviving spouse or eligible same-sex domestic partner may elect in writing within 31 days of the date of death to continue coverage for him/herself and any eligible dependents provided the spouse or eligible domestic partner immediately receives a monthly surviving spouse pension or optional annuity under the Staff Retirement Plan. A surviving spouse or eligible domestic partner who is not entitled to receive a monthly surviving spouse pension or optional annuity, may elect to continue coverage under the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the date of death and by making payment arrangements in advance for a premium equivalent to the relevant combined (Bank Group and staff member or retiree) contribution of the plan in which the staff member or retiree was enrolled. The terms for the continued coverage are based on the contribution schedule for Active Staff (Annex A) or Retired Staff (Annex B). In the case of a retired staff member who marries after retirement and who elects to provide an optional surviving spouse pension to his/her spouse, the spouse may, upon the retired staff member's death, elect to continue coverage and contribute the appropriate subsidized premium. A surviving spouse may only elect Individual Plan coverage unless there are participating eligible dependents as of the date of death. Surviving spouses may not add dependents to their medical insurance coverage, even if he/she is in the Family Plan.

3.08 For a staff member who dies in active service, who participated in the MIP and who was a participant in the net Staff Retirement Plan, the surviving spouse is eligible to receive Retiree Plan 2 MIP coverage at no cost for five years from the date of death of the staff member. This free coverage will also continue for those dependents eligible at the time of the staff member's death. After this five year period, MIP eligibility will cease and the surviving spouse and eligible dependents would be able to continue the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the end of eligibility date and by making payment arrangements in advance for a premium equivalent to the relevant combined Bank Group and retired staff member contribution. During the five year period and any continuation period elected, the surviving spouse may not add dependents to his/her MIP coverage, even if he/she is in the Family Plan.

Continuation By A Staff Member Or Retired Staff Member's Surviving Orphaned Child

3.09 A surviving orphaned child who is in receipt of a monthly child's benefit under the Staff Retirement Plan may elect in writing within 31 days of the staff member's or retired staff member's death to continue individual coverage under the MIP under terms established by the Bank Group, as provided in Annex B. Coverage terminates the first day of the month following the date when the orphaned child ceases to receive the child's benefit under the Staff Retirement Plan. An orphaned child may elect to continue individual coverage under the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of losing eligibility for the child's benefit under the Staff Retirement Plan and making payment arrangements in advance for the combined Bank Group and retired staff member contribution rate.
Continuation By a Retired Staff Member

3.10 A staff member may elect in writing to enroll in the Retiree MIP before the last day of active service as shown in the table below. Commencement of the Retiree MIP (Plan 1 or Plan 2) may be deferred until on or after the start of the monthly pension under the Staff Retirement Plan, provided the applicant provides evidence of other group health insurance coverage for the three years prior to the start of the Retiree MIP. A staff member may enroll himself/herself and his/her eligible dependents in the Retiree MIP even if they did not participate in the MIP as an active staff member. Deductions are taken from the monthly pension payments payable under the Staff Retirement Plan, and coverage cannot commence prior to the start of a monthly pension payment. If the monthly pension is insufficient to cover the MIP contribution cost, the retiree must make arrangements acceptable to the Bank Group for the payment of any shortfall.

Eligibility Options for Participating in the Retiree MIP Plan 1 or Plan 2

<table>
<thead>
<tr>
<th>Profile</th>
<th>Staff on Board</th>
<th>Eligibility Requirements as of the last day of Bank Service</th>
<th>Retiree MIP Coverage Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>I*</td>
<td>Prior to April 15, 1998</td>
<td>· Normal Retirement Age or older; or · age 55-61 and 10 years pensionable service; or · age 50-54 and age plus pensionable service equal 75 or more</td>
<td>Plan 1 only; bracket determination and rates in Annex B. Coverage starts on or after the date monthly pension commences.</td>
</tr>
<tr>
<td>II*</td>
<td>Prior to April 15, 1998</td>
<td>· 10 years pensionable service; and · age plus years of pensionable service equal 60 or more; and · does not meet Profile I Retiree MIP eligibility</td>
<td>Plan 2 at rates shown in Annex C; or Plan 1 at a higher contribution rate than Profile I. Coverage starts on or after the date monthly pension commences.</td>
</tr>
<tr>
<td>III</td>
<td>On/after April 15, 1998</td>
<td>· 10 years pensionable service; and · age plus years of pensionable service equal 60 or more</td>
<td>Plan 2 only. Rates shown in Annex C. Coverage starts on or after the date monthly pension commences.</td>
</tr>
</tbody>
</table>

*Only staff enrolled in the Staff Retirement Plan prior to 4/15/1998 are eligible for Profiles I and II.

3.11 Applications for the Retiree MIP must be made in writing prior to the last day of active service. Decisions to defer the commencement of the MIP and the plan selection, if appropriate, must also be made prior to the last day of active service. If a staff member elects to defer Retiree MIP coverage, he/she need not provide the effective start date of such deferred coverage. If coverage is started but later dropped, coverage cannot be regained. All decisions are final. If immediate or deferred coverage is declined when service ends, subsequent applications after the end of Bank Group service cannot be accepted. Retired staff eligible for Plan 1 and Plan 2 may defer the choice of Plan level (1 or 2) until the effective date of Retiree MIP coverage.

Conversion Option When Coverage Ceases Under the Medical Insurance Plan

3.12 A staff member, eligible dependent, registered same-sex domestic partner, surviving spouse, or surviving orphaned child whose coverage under the MIP ceases may apply in writing within 31 days of cessation of coverage to the Insurance Administrator for conversion, without evidence of good health, to a standard Medical Care Conversion Policy offered under a separate contract and under separate terms by the Insurance Administrator.

Reduction In Coverage

3.13 A staff member or retired staff member covered under the MIP may not reduce coverage to exclude a covered spouse or same-sex registered domestic partner except as a result of a divorce, termination of domestic partnership, or a legal separation as defined in Rule 6.02, "Dependency," unless the spouse or same-sex domestic partner consents in writing to such a reduction in coverage.
4.01 This Section applies to staff members holding a Regular, Fixed-Term, Part-Time, or Executive Director's Assistant appointment, or an Open-Ended or Term appointment who qualify to participate in the MIP in accordance with paragraph 1.02.

Eligibility Requirements

4.02 A staff member may apply for medical insurance coverage for a parent or parent-in-law under the Sponsored Plan provided the following conditions are met:

    a. the parent or parent-in-law is single, widowed, divorced, legally separated;

    b. the parent or parent-in-law's principal residence is in the staff member's household at the duty station for six months or more during a calendar year and the parent or parent-in-law holds a dependent G4 visa or other visa which allows the parent or parent-in-law to reside indefinitely with the staff member at the duty station, or is a U.S. permanent resident or a U.S. citizen. In the case of a staff member stationed away from Headquarters, a parent or parent-in-law is not required to reside in the staff member's household at the duty station for the duration of the field assignment;

    c. the parent or parent-in-law receives more than one-half of his or her financial support from the staff member;

    d. the parent or parent-in-law has a gross annual income (from employment or other sources) less than that shown in Annex A of Rule 6.02;

    e. the parent or parent-in-law provides at his or her own expense evidence of good health satisfactory to the Insurance Administrator; and

    f. the staff member is currently enrolled in the MIP.

Effective Date of Coverage

4.03 Coverage under the Sponsored Plan becomes effective as of the date the application is approved by the Insurance Administrator.

Termination of Coverage

4.04 Coverage under the Sponsored Plan terminates upon the earliest of the following:

    a. first of the month following written notification by the staff member to the Benefits Administration Unit,

    b. the last day of the month the staff member's qualifying service ends, or

    c. when the parent or parent-in-law ceases to meet any of the conditions in paragraph 4.02, except 4.02(e). In the event of termination of employment or retirement, a staff member may continue Sponsored Plan coverage for up to 36 months by notifying the Benefits Administration Unit in writing before the last day of qualifying service and by paying the premium, as provided in Annex D, in advance.

05. Cost of Participation

Active Staff Members

5.01 The cost to staff members of participation in the MIP is determined periodically by the Bank Group and is based on the plan type and staff member salary. The current cost for participation in the MIP is
shown in Annex A.

Retired Staff Members

5.02 The cost to retired staff members of participation in the MIP is determined periodically by the Bank Group and is based on the retiree's length of service, age at separation from the Bank Group (Plan 1) or age at commencement of Retiree MIP (Plan 2), participation in national health programs, and final annual net salary. The current cost for participation in the Retiree MIP Plan 1 and Plan 2 is shown in Annex B and Annex C.

Surviving Spouses

5.03 For surviving spouses who are covered under the Plan 2 five-year death benefit as a result of the staff member's death in active service, there is no cost for participation in the Retiree MIP.

Sponsored Plan

5.04 The current cost to the staff member of participation in the Sponsored Plan is shown in Annex D.

06. Termination of Participation at Bank Group Initiative

Fraud on the Plan

6.01 A staff member or retired staff member's participation in the MIP may be terminated at Bank Group initiative in cases where the Bank Group determines that fraud has been committed on the MIP.

07. Right of Reimbursement

Reimbursement Provision

7.01 A staff member or retired staff member must notify and provide information to the Insurance Administrator if a claim for an illness or injury is being submitted for which the staff member has sought, or will seek, recovery from another person or organization. A staff member or retired staff member who recovers a sum of money from another person or organization must reimburse the MIP for all medical expenses paid by the MIP in respect of the illness or injury for which the recovery was made.

08. Disputes Over Participation in the Medical Insurance Plan

Internal Grievance Mechanism

8.01 Disputes concerning eligibility to participate in the MIP are subject to review through the Bank Group's internal grievance mechanisms, except for disputes arising out of the Insurance Administrator's decision relating to the sufficiency of evidence of good health in the case of late entrants and to the requirements relating to mental retardation or physical handicap in the case of eligible dependents. Disputes with the Insurance Administrator over benefits and conditions of coverage under the MIP are not subject to review under the Bank Group's internal grievance mechanisms.
Sponsored Medical Insurance Plan
Contributions are deducted semi-monthly from the staff member's salary payment. The premium schedule is found [here](#).

Annex B: Contributions to Retiree MIP (Plan 1)
1. Monthly contributions for Plan 1 vary depending on age and eligible service under the Staff Retirement Plan upon separation from the Bank Group. They also vary for those:
   a. on disability retirement,
   b. in surviving spouse status, and
   c. participating in national health programs. The monthly contribution is determined from the appropriate contribution bracket. The last table in this Annex shows how to determine the bracket on which contributions will be based.
2. Retirees and spouses participating in a national health program, as certified by the retiree, will be eligible for a discount or reimbursement as follows:

<table>
<thead>
<tr>
<th>Medicare Part B</th>
<th>Individual</th>
<th>Dual/Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicare Parts A</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Other Plans</td>
<td>40%</td>
<td>20% per participant</td>
</tr>
</tbody>
</table>

The contribution discounts will be determined at the time of retirement, and thereafter, based on the individual's certified participation in a national health program. Changes in status for national health program participation will be reflected in contributions effective the first of the month following receipt of notification from the retiree by the Bank Group's Human Resources Operations. The amount of the discounts or reimbursements and level of retiree contributions will be reviewed annually when the MIP is reviewed. Participation in a national health program is required if such participation can be done without a penalty. If the retiree does not participate, MIP reimbursement benefits will be determined as though the insured had enrolled in the national health program when eligible.

<table>
<thead>
<tr>
<th>Type of Retirement</th>
<th>Age at End of Service</th>
<th>Years of Pensionable Service or other Requirement</th>
<th>MIP Contribution Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal</td>
<td>Normal Retirement Age or later</td>
<td>10 or more</td>
<td>75% of final net annual salary</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 10</td>
<td>Final net annual salary</td>
</tr>
<tr>
<td>Early</td>
<td>55 but less than the Normal Retirement Age</td>
<td>Rule of 75 (sum of age plus service equals 75 or more)</td>
<td>75% of final net annual salary</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 or more</td>
<td>Final net annual salary</td>
</tr>
<tr>
<td></td>
<td>50 to 55</td>
<td>Rule of 75 (sum of age plus service equals 75 or more)</td>
<td>75% of final net annual salary</td>
</tr>
</tbody>
</table>

Note: Bracket numbers are determined based on the contribution schedule in effect at the time of a staff member's retirement or upon commencement of the surviving spouse's pension.

Retiree Contributions to the Medical Insurance Plan
Monthly Rates: Effective May 1, 2006

<table>
<thead>
<tr>
<th>Contribution Bracket</th>
<th>Individual Plan</th>
<th>Dual Plan</th>
<th>Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>New MIP Contribution</td>
<td>Old</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

https://intranet.worldbank.org/WBSITE/INTRANET/UNITS/HR/MANUALS/INTSTAFF... 9/28/2018
An orphaned child(ren), in receipt of a monthly survivor benefit from the Staff Retirement Plan, will be charged according to Bracket A.

<table>
<thead>
<tr>
<th>Bracket</th>
<th>Base</th>
<th>Bracket</th>
<th>($)</th>
<th>($)</th>
<th>($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A¹</td>
<td>up to 19,999</td>
<td>1-5</td>
<td>37</td>
<td>74</td>
<td>92</td>
</tr>
<tr>
<td>B</td>
<td>20,000 - 39,999</td>
<td>6-10</td>
<td>74</td>
<td>148</td>
<td>185</td>
</tr>
<tr>
<td>C</td>
<td>40,000 - 59,999</td>
<td>11-15</td>
<td>116</td>
<td>235</td>
<td>293</td>
</tr>
<tr>
<td>D</td>
<td>60,000 and over</td>
<td>16-32</td>
<td>162</td>
<td>322</td>
<td>403</td>
</tr>
<tr>
<td>Combined Bank/Retiree Contribution</td>
<td>462</td>
<td>925</td>
<td>1,156</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annex C: Contributions to Retiree MIP (Plan 2)

1. Monthly contributions for coverage under Retiree Plan 2 are calculated as follows. The amount the Bank provides as a subsidy for Plan 2 coverage is dependent on the years of pensionable service and age upon commencement of Retiree MIP coverage. A retiree earns a 4% subsidy from the Bank for each year of pensionable service. The total subsidy is reduced by 3% for each year the retiree's age precedes the Normal Retirement Age upon commencement of Retiree MIP coverage. The maximum subsidy from the Bank is 75%. The calculated Bank subsidy is applied to the total monthly unsubsidized cost.

Example

The subsidy provided for a staff member who retires 10 years prior to Normal Retirement Age with 20 years of pensionable service is calculated as follows:

1) Calculate subsidy at 4% annual accrual for 20 years of service (.04 x 20) = 80%

2) Calculate early retirement reduction at 3% for 10 years below the Normal Retirement Age (.03 x 10) = 30% reduction

3) Calculate the subsidy reduction (.80 x .30) = -24%

4) Total subsidy provided by the Bank (capped at 75%) = (.80 - .24) = 56%

Monthly Cost* for Coverage Under Plan 2:

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Dual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsubsidized cost for coverage in Retiree Plan 2 =</td>
<td>$387.00</td>
<td>$775.00</td>
<td>$968.50</td>
</tr>
<tr>
<td>Bank Subsidy (56%) =</td>
<td>-$217.00</td>
<td>-$434.00</td>
<td>-$542.00</td>
</tr>
<tr>
<td>Retiree pays =</td>
<td>$170.00</td>
<td>$341.00</td>
<td>$426.00</td>
</tr>
</tbody>
</table>

*Subject to change in future years due to medical inflation

2. Retirees and spouses participating in a national health program, as certified by the retiree, will be eligible for a discount as follows:

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Dual or Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicare Part B</td>
<td>15%</td>
<td>7.5% per participant</td>
</tr>
<tr>
<td>Medicare Parts A &amp; B</td>
<td>30%</td>
<td>15% per participant</td>
</tr>
<tr>
<td>Other Plans</td>
<td>40%</td>
<td>20% per participant</td>
</tr>
</tbody>
</table>

The contribution discounts will be determined at the time of retirement, and thereafter, based on the...
individual's certified participation in a national health program. Changes in status for national health program participation will be reflected in contributions effective the first of the month following receipt of notification from the retiree by the Bank Group's Human Resources Service Center. The amount of the discounts (15%, 30%, or 40%) and level of retiree contributions will be reviewed annually when the MIP is reviewed. Participation in a national health program is required if such participation can be done without a penalty. If the retiree does not participate, MIP reimbursement benefits will be determined as though the insured had enrolled in the national health program when eligible.

3. Retirees in the gross pension plan (who were in active pension service prior to April 15, 1998), but do not meet the Plan 1 eligibility requirements, you may enroll in Plan 1 at the cost of Plan 2 coverage with an additional cost of $75 per month for Individual coverage, $150 per month for Dual coverage, and $187.50 for Family coverage. This additional Plan 1 premium is subject to change.

For example:

<table>
<thead>
<tr>
<th>Monthly Cost for Coverage Under Plan 1:</th>
<th>Individual</th>
<th>Dual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for Plan 2 =</td>
<td>$170.00</td>
<td>$341.00</td>
<td>$426.00</td>
</tr>
<tr>
<td>Additional Charge =</td>
<td>$75.00</td>
<td>$150.00</td>
<td>$187.50</td>
</tr>
<tr>
<td>Total Monthly Cost for Plan 1 =</td>
<td>$245.00</td>
<td>$491.00</td>
<td>$613.50</td>
</tr>
</tbody>
</table>

Annex D: Sponsored Plan Contributions

With effect from January 1, 2012 the amount of the monthly contribution for the Sponsored Plan (per parent/parent-in-law enrolled) shall be as follows:

<table>
<thead>
<tr>
<th>Net Annual Salary</th>
<th>Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000 to $39,999</td>
<td>$450</td>
</tr>
<tr>
<td>$40,000 to $59,999</td>
<td>$482</td>
</tr>
<tr>
<td>$60,000 to $79,999</td>
<td>$518</td>
</tr>
<tr>
<td>$80,000 to $99,999</td>
<td>$550</td>
</tr>
<tr>
<td>$100,000 to $119,999</td>
<td>$584</td>
</tr>
<tr>
<td>$120,000 to $139,999</td>
<td>$618</td>
</tr>
<tr>
<td>$140,000 and higher</td>
<td>$652</td>
</tr>
<tr>
<td>Continuation</td>
<td>$652</td>
</tr>
</tbody>
</table>
06 Compensation
06.13 Home Country Travel

SECTION I - PURPOSE AND APPLICATION

Subject and Policy Rationale

1.01 This Rule sets forth the provisions governing the benefits provided by the Bank Group that have been
designed to help expatriate staff members maintain their cultural, professional, and personal links with their home
countries. This Rule was most recently amended on December 31, 2015.

Applicability

1.02 This Rule applies to staff members holding Regular, Open-Ended, Term, or Executive Director's Advisor
appointments.

SECTION II - DEFINITIONS

Definitions

1.03 In addition to the definitions in Rule 1.01, "General Provisions," for purposes of this Rule, the following
definitions apply:

1. **Dependent Child** is defined in Rule 1.01.

2. **Eligibility Date** means the date upon which a staff member is eligible for home country travel which occurs
after every two years of service in an appointment type eligible for home country travel.

3. **Home Country** means the country of which the staff member is a citizen at the time of appointment, or if a
staff member is a citizen of more than one country, the country of citizenship in which the staff member has
resided most recently prior to appointment to the Bank Group, unless otherwise determined by the
Manager, HR Operations or his/her designee. In the case of a staff member appointed on or after January
29, 1985, who is a permanent resident of a country other than the country of citizenship, the home country
means the country of which the staff member is a permanent resident.

4. **Immediate Family** means a staff member's spouse or domestic partner and dependent children on the
staff member's eligibility date.

5. **Permanent Resident** means, in the case of a staff member whose duty station is in the United States
(U.S.), a person who holds U.S. permanent resident or refugee status, a person whose adjustment to U.S.
permanent resident or refugee status has been approved by the U.S. authorities or a person who has been 
admitted to the U.S. for the purpose of permanent residence. In the case of other duty stations, the 
determination as to whether the staff member will be treated as a permanent resident will be made by the 
Manager, HR Operations, or his/her designee, applying as closely as possible the standards used at 
headquarters.

6. **Service** means active continuous service with the Bank Group outside the home country under one of the 
appointments types specified in paragraph 1.02. For this purpose, periods of leave without pay of 31 days 
or more and external service without pay are not considered as service, but such periods do not constitute 
a break in service.

7. **IMF** means the International Monetary Fund.

**SECTION III - SCOPE**

02. **Eligibility**

**Appointment on or before January 28, 1985**

2.01 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or 
before January 28, 1985, whose service has been continuous since that date, is eligible for home country travel in 
respect of that period of service during which the staff member is not a citizen of the duty station country. However, 
eligibility will cease when the staff member becomes a citizen of the duty station country, or becomes a permanent 
resident of the duty station country on the basis of a petition or an application filed after January 29, 1986.

**Appointment Between January 29, 1985 and April 14, 1998**

2.02 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or after 
January 29, 1985 and on or before April 14, 1998, is eligible for home country travel in respect of that period of 
service during which the staff member is neither a citizen nor a permanent resident of the duty station country, 
provided that the staff member is not at any time after appointment or in the 12 months preceding appointment a 
citizen or permanent resident of the duty station country.

**Appointment Between April 15, 1998 and June 30, 1999**

2.03 A staff member appointed to a position subject to international recruitment on an Open-Ended, Term, or 
Executive Director's Assistant appointment on or after April 15, 1998 and on or before June 30, 1999 is eligible for 
home country travel in respect of that period of service during which the staff member is neither a citizen nor a 
permanent resident of the duty station country, provided the staff member is not at any time after appointment or in 
the 12 months preceding appointment a citizen or permanent resident of the duty station country.

**Appointment on or after July 1, 1999**

2.04 A staff member appointed to a position subject to international recruitment on an Open-Ended, Term, or 
Executive Director's Advisor appointment on or after July 1, 1999, or a staff member assigned on a Temporary or 
Indefinite Assignment on or after January 1, 2016, is eligible for home country travel for the period of service during 
which the staff member is not, nor was, for 12 months preceding appointment, a citizen of the duty station country. 
However, for periods when such a staff member is posted to a duty station in the U.S., this Rule will not apply and 
Rule 6.21, "Mobility Premium" will apply instead.

**Change in Citizenship or Residency**

2.05 In the event that a staff member eligible for home country travel relinquishes the citizenship held on 
appointment but does not become a citizen of the duty station country, a new determination of the staff member's 
home country will be made by the Manager, HR Operations, or his/her designee.

2.06 A staff member not eligible for home country travel who relinquishes citizenship or permanent resident status 
in the duty station country subsequent to appointment or in the 12 months preceding appointment does not 
become eligible for home country travel benefits.

**Change in Position**
2.07 A staff member appointed to a position subject to local recruitment becomes eligible for home country travel upon reassignment to a position subject to international recruitment outside the U.S., if the reassignment involves a change in duty station country. If there is no change in duty station country, the staff member does not become eligible for home country travel. Upon reassignment back to the prior duty station country or to a position subject to local recruitment in another duty station country, the staff member ceases to be eligible for home country travel.

03. Travel Grant and Home Country Grant

Travel Grant

3.01 The Bank Group provides a travel grant to an eligible staff member and the immediate family. The travel grant is determined by the Travel Office on the basis of the most direct and cost-effective, economy-class round-trip travel between the staff member's duty station and the staff member's home country. The travel grants are reviewed twice a year and are updated as necessary. The travel grants for trips originating from Washington, DC are published in myHR.

Home Country Grant

3.02 The Bank Group provides a home country grant to an eligible staff member and the immediate family as follows:

<table>
<thead>
<tr>
<th>Staff Member</th>
<th>Spouse or Domestic Partner and Each Eligible Dependent Child</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,600</td>
<td>$800</td>
</tr>
</tbody>
</table>

Date of Payment

3.03 The travel grant and home country grant are paid to the staff member on the first pay date on or after the staff member's eligibility date, based on the amounts in effect on the payment processing date.

04. Bank Group and Bank Group/IMF Couples

Bank Group Couples

4.01 If Bank Group staff members married to each other or registered as domestic partners of each other are both eligible for home country travel, the terms and conditions set out in this section will apply. If such staff members divorce or terminate their domestic partnership, each will continue to receive home country travel benefits based on their common eligibility date.

4.02 If Bank Group staff members are married to each other or registered as domestic partners of each other and one is eligible for home country travel and the other is eligible for a mobility premium, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, one of the following:

1. A mobility premium, in accordance with Staff Rule 6.21 in which case the Bank Group will pay the mobility premium to the staff member who is eligible for that benefit, with the payments based on that staff member's destination zone and eligibility period. At the end of the eligibility period, neither staff member will become eligible for home country travel benefits. If such staff members divorce or terminate their domestic partnership before receiving mobility premium payments for the entire eligibility period, each staff member will receive mobility premium payments based on the staff member's own destination zone and their common eligibility period; or

2. Home country travel, in which case both staff members will be eligible for the benefit in accordance with this section. If such staff members divorce or terminate their domestic partnership, each will continue to receive home country travel based on their common eligibility date.

Elections made by Bank Group couples with respect to the mobility premium and home country travel are irrevocable.

4.03 Only one staff member is eligible for a travel allowance at the rate applicable to staff members. The other staff member is eligible for a travel allowance at the rate applicable to spouses/domestic partners.
4.04 If either staff member terminates employment or ceases to be eligible for a mobility premium or home country travel, the provisions applicable in the case of divorce or termination of domestic partnership above will apply to the remaining staff member.

Bank Group/IMF Couples

4.05 A Bank Group/IMF couple consists of a Bank Group staff member who

1. is married to an IMF staff member, or
2. has registered an IMF staff member as a domestic partner, or
3. is registered as a domestic partner of an IMF staff member.

4.06 If both members of a Bank Group/IMF couple are eligible for home country travel, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, either home country travel as provided by the Bank Group in accordance with this section, or as provided by the IMF, but not both. If such staff members divorce or terminate their domestic partnership, the Bank Group staff member will receive home country travel benefits as provided by the Bank Group based on their common eligibility date.

Eligibility Date for Bank Group/IMF Couples

4.07 Bank Group couples who are both eligible for home country travel must choose one of their eligibility dates as a common eligibility date. The eligibility date of a Bank Group/IMF couple electing home country travel from the Bank Group will be the eligibility date of the Bank Group staff member. The common eligibility date will become effective on or after the date of marriage or approval of domestic partnership.
06 Compensation
06.14 Education Benefits

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 6.14, "Education Benefits" (hereinafter Rule) sets forth the provisions governing the benefits provided by the World Bank Group to extend reasonable assistance to expatriate Staff Members for the education of their Dependent Children.

1.02 This Rule applies to the Staff of the Institutions of the World Bank Group holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor appointments.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Academic Year means the period starting from the official commencement of classes at the education institution until the official ending of classes or the completion of any required examinations, whichever is later.

b. Apprenticeship means:
   i. Studying under a program in order to qualify for a vocation which requires licensing by a governmental agency;
   ii. Serving under articles recognized by a professional body; or
   iii. Working under a program which is an integral part of a course of study leading to a degree or diploma.

c. Official Language means the Official Language of the Home Country of the Staff Member or the Staff Member's spouse or Domestic Partner. Where there is more than one Official Language, it means the one used primarily by the Staff Member or the Staff Member's spouse or Domestic Partner.

d. Recognized Institution of Higher Education means an accredited college or university which offers programs leading to a degree or diploma over the course of an Academic Year or years.

e. Resident. The terms "Residence," "Resident," and "Residing" refer to the location of the Staff Member's actual place of abode during the time in question. Residence while a full-time student not living with a parent will not be considered the Staff Member's actual place of abode.

f. Service means active service with the World Bank Group outside the Home Country under one of the types of appointments specified in paragraphs 3.01-3.14 of this Rule. For this purpose, periods of leave without pay and external service without pay are not considered as Service, but such periods do not constitute a
SECTION III - SCOPE

03. Eligibility

Appointment on or before January 28, 1985

3.01 A Staff Member appointed to a Regular, Fixed-Term, or Executive Director's Assistant Appointment on or before January 28, 1985, whose Service has been continuous since that date, is eligible for Education Benefits in respect of that period of Service during which the Staff Member is not a citizen of the duty station country. However, eligibility will cease when the Staff Member becomes a citizen of the duty station country, or becomes a permanent Resident of the duty station country on the basis of a petition or an application filed after January 29, 1986.

Appointment between January 29, 1985 and April 14, 1998

3.02 A Staff Member appointed to a Regular, Fixed-Term, or Executive Director's Assistant Appointment on or after January 29, 1985, and on or before April 14, 1998, is eligible for Education Benefits in respect of that period of Service during which the Staff Member is neither a citizen nor a permanent Resident of the duty station country, provided that the Staff Member was not at any time after appointment or in the 12 months preceding appointment a citizen or permanent Resident of the duty station country.

Appointment between April 15, 1998, and June 30, 1999

3.03 A Staff Member appointed to a position subject to international recruitment on an Open-Ended, Term, or Executive Director's Assistant Appointment on or after April 15, 1998, and on or before June 30, 1999, is eligible for Education Benefits in respect of that period of Service during which the Staff Member is neither a citizen nor a permanent Resident of the duty station country, provided that the Staff Member is not at any time after appointment or in the 12 months preceding appointment a citizen or a permanent Resident of the duty station country.

Appointment on or after July 1, 1999

3.04 A Staff Member appointed to a position subject to international recruitment on an Open-Ended, Term, or Executive Director's Advisor Appointment on or after July 1, 1999, is eligible for Education Benefits for the period of Service during which the Staff Member is not, nor was, for 12 months preceding the appointment, a citizen or a permanent Resident of the duty station country and is posted to a duty station outside the U.S. For periods when such a Staff Member is posted to a duty station in the U.S., this Rule will not apply and Staff Rule 6.21, "Mobility Premium," will apply instead.

Assignments to duty stations outside of DC/NY on or after January 1, 2016

3.05 Subject to provisions in Section VII, "Temporary Provisions," of this Rule, a Staff Member on an Open-Ended, Term, or Executive Director's Advisor's Appointment on or after January 1, 2016, is eligible for Education Benefits for the period of Service during which the Staff Member is not, nor was, for 12 months preceding the appointment, a citizen of the duty station country. For periods when such a Staff Member is posted to a duty station in the U.S., this Rule will not apply and Staff Rule 6.21, "Mobility Premium," will apply instead.

Change in Citizenship or Residency

3.06 In the event that a Staff Member eligible for Education Benefits relinquishes the citizenship held on appointment but does not become a citizen of the duty station country, a new determination of the Staff Member's Home Country will be made by the Manager, HR Operations, or his/her designee.

3.07 A Staff Member who is not eligible for Education Benefits, but who relinquishes citizenship or permanent Resident status in the duty station country subsequent to appointment, or in the 12 months preceding appointment, does not become eligible for Education Benefits.

Change in Position
3.08 A Staff Member appointed to a position at grade GE and below becomes eligible for Education Benefits upon reassignment to a position at grade GF and above outside the U.S., if the reassignment involves a change in duty station country. If there is no change in duty station country, the Staff Member does not become eligible for Education Benefits. Upon reassignment back to a prior duty station outside the U.S., to a position at grade GF and above, to a position otherwise eligible for Education Benefits, the Staff Member becomes eligible for Education Benefits if s/he has been outside that duty station for 5 or more consecutive years, and the Staff Member is not a citizen of the duty station.

Commencement of Education Benefits

3.09 Eligibility for Education Benefits may not commence earlier than the start of the Academic Year during which the Dependent Child's fifth birthday falls. If such child's birthday falls after the Academic Year, eligibility may not commence earlier than the start of the Academic Year following the child's fifth birthday.

Cessation of Education Benefits (for Staff Members appointed on or before July 1, 1999, on assignments effective prior to January 1, 2016)

3.10 Except as provided in Section VII, "Temporary Provisions," of this Rule, Education Benefits are not payable to Staff Members in assignments effective prior to January 1, 2016, in respect of any period after the end of the Academic Year during which the Dependent Child reaches age 24. If such child's education has been interrupted by compulsory military service of 6 months or more in duration, eligibility for Education Benefits may continue until the end of the Academic Year during which the child reaches age 25. If such child's birthday falls after the Academic Year, eligibility ceases with the end of the Academic Year preceding the child's 24th or 25th birthday, as appropriate.

Cessation of Education Benefits (for Staff Members on assignments effective on or after January 1, 2016)

3.11 Except as provided in Section VII, "Temporary Provisions," of this Rule, Education Benefits are not payable to Staff Members in assignments effective on or after January 1, 2016, in respect of any period (a) after the end of the Academic Year during which the Dependent Child reaches age 22; (b) upon Dependent Child's completion of four Academic Years of qualifying tertiary education; or (c) upon Dependent Child's completion of the first university degree, whichever is the earliest. If such child's education has been interrupted by compulsory military service of 6 months or more in duration, eligibility for Education Benefits may continue until the end of the Academic Year during which the child reaches age 23, assuming the other two criteria have not been met. If such child's birthday falls after the Academic Year, eligibility ceases with the end of the Academic Year preceding the child's 22nd or 23rd birthday, as appropriate.

3.12 Eligibility for Education Benefits shall cease after 5 years for Staff Members on an Indefinite Assignment, including Staff Members on Localization Plus Assignments.

Continuation of Benefits after Death

3.13 If a Staff Member dies while in active Service, Education Benefits for the Staff Member's Dependent Children will continue to be provided for 12 months beyond the date of death if the children continue to qualify for them under paragraphs 3.11 and 3.12 of this Rule. The World Bank Group will not pay an allowance for any income, state, inheritance or other taxes that may be levied on such benefits by any taxing authority.

Coordination with Other Organizations

3.14 When the spouse or Domestic Partner of a World Bank Group Staff Member is a Staff Member of another organization which provides Education Benefits for the children of Staff Members and both are eligible for Education Benefits from their respective organizations, only one of them may claim Education Benefits for all eligible Dependent Children in the household.

04. Qualifying Types of Education and Instruction

Qualifying Types of Education and Instruction

4.01 The types of education and instruction qualifying for Education Benefits provided under this Rule are the following:
a. Full-time attendance at a recognized pre-primary, primary or secondary level education institution. For this purpose, full-time attendance means not less than three hours of academic instruction per day for a minimum of five days a week;

b. For children attending pre-primary, primary, or secondary school in the duty station country, bona fide instruction in the Home Country language of the Staff Member or the Staff Member's spouse or Domestic Partner if neither is the language of the duty station. For this purpose, bona fide instruction means instruction by:
   i. An education institution qualified to provide language instruction; or
   ii. A tutor who is not a close relative of the child, the Staff Member, or the Staff Member's spouse or Domestic Partner, and who is qualified to teach the language. For this purpose, close relative has the same meaning as in Staff Rule 4.01, "Appointment."

c. For children attending pre-primary, primary, or secondary school in the duty station country, instruction in the language of the duty station if this is other than the official language of the Staff Member or the Staff Member's spouse or Domestic Partner. This benefit is only available for a period of 12 months from the start of language instruction;

d. For children attending a public (state) pre-primary, primary, or secondary school in the duty station country, instruction in academic subjects not provided at the public (state) school where such subjects are required to enable the child to resume education in the Home Country;

e. Subject to limitations contained in paragraph 4.02(a) of this Rule, full-time attendance at a university or other recognized institution of higher education where a child takes courses or a course of study which lead(s) to a degree or a diploma;

f. Serving an Apprenticeship; and

g. Distance learning provided by a primary, secondary school, university or other recognized institution of higher education where the child takes courses or a course of study which lead(s) to a degree or diploma. For the purposes of the education grant as outlined in Section 5, "Education Grants" of this Rule, the country from where the distance learning is provided will be the country of education. For the purposes of tertiary education, distance learning leading to a degree or diploma is subject to paragraph 3.11, of this Rule.

Non-Qualifying Education

4.02 Types of education not qualifying for Education Benefits include the following:

a. For Staff Members whose home or Host Duty Station is either Washington, DC, or New York, university or other higher education in the U.S.

b. Distance learning, per paragraph 4.01(g) of this Rule, that is taken concurrently to full-time attendance at another secondary school, university or other recognized institution of higher learning.

c. Individual tutoring and enhancement courses, except for language instruction allowed under paragraph 4.01(c) of this Rule.

d. Summer academic programs other than those at the same academic institution attended during the preceding, regular Academic Year.

05. Education Grants

Amount of Grants

5.01 Subject to the provisions of paragraphs 3.01-3.14, paragraphs 4.01-4.02 and Section VII, "Temporary Provisions," of this Rule, for Staff in assignments effective on or after January 1, 2016, a Staff Member is eligible for an education grant in respect of each Dependent Child as follows:

a. For full-time attendance at an educational institution, Staff may receive 100%, through secondary level of education; and 75% during tertiary level of education of the eligible expenses up to the maximum defined for each full Academic Year. For Staff Members appointed prior to July 1, 1999, if both the duty station country and the country of education are the U.S., the maximum set out in paragraph 1 of the related document, "Education Benefits," to this Rule applies. For all other education, the applicable maximum is specified in column (v) of the related document, "Amount of Grants for Education Abroad (Northern Hemisphere)," or the related document, "Amount of Grants for Education Abroad (Southern Hemisphere)," to this Rule for the country where the educational institution is located.

b. For instruction in languages: Staff may receive (i) 100%, through secondary level of education; and (ii) 75%, through tertiary level of education, of the reasonable cost of such instruction as determined by the Manager, HR Operations, or a Designated Official, subject to a maximum for the Academic Year set out in paragraph 2 of the related document, "Education Benefits," to this Rule, provided that the total grant for a child under both paragraph 5.01(a) and paragraph 5.01(b) of this Rule, for a full Academic Year does not
5.02 When a child does not attend the educational institution for the full Academic Year, or the Staff Member's period of Service is less than the full Academic Year, or the Staff Member loses eligibility for Education Benefits during the Academic Year, the defined benefits ceilings, the cost of attendance and board, and the subsistence grant, as applicable under paragraph 5.01 of this Rule, will be prorated as follows:

a. When the period of attendance of the child is less than or equal to the period of Service of the Staff Member, and such attendance is less than the full Academic Year, the maximum education grant and the subsistence grant will be prorated in the same proportion as the actual number of days of attendance bears to the number of days in the full Academic Year.

b. When the period of attendance of the child is greater than the period of Service of the Staff Member, the maximum education grant, the cost of attendance and board for the full Academic Year, and the subsistence grant will be prorated in the same proportion as the period of Service bears to the number of days in the full Academic Year.

c. The "period of service" of the Staff Member refers to the period of service or eligibility for Education Benefits falling within the Academic Year.

5.03 If a child does not attend the educational institution for which education grants were provided, or if a child does not complete the Academic Year at the educational institution for which education grants were provided, the Staff Member must notify HR Operations within 31 calendar days.

Certificate of Attendance

5.04 At the end of the Academic Year, the Staff Member must certify, and if requested, provide evidence, that each Dependent Child for whom the World Bank Group provides an education grant under this Rule attended the educational institution during the preceding Academic Year and that the advance was used in accordance with this Rule. If the advance exceeds actual costs, the excess must be returned to the World Bank Group. No further education grant or travel pursuant to this Rule will be authorized until the required certification form has been submitted and approved. The required certification form must be submitted within six (6) months of the last date of attendance in the Academic Year in which the education grant was provided. Failure by the Staff Member to certify eligibility for Education Benefits provided under this Rule may result in recovery of past payments, in accordance with Staff Rule 11.01, "Claims."

Currency of Payment

d. For Apprenticeships: Staff may receive a subsistence grant up to the amount specified in column (v) of the related documents, "Amount of Grants for Education Abroad (Northern Hemisphere)," or "Amount of Grants for Education Abroad (Southern Hemisphere)".

e. For special instruction for Dependent Children with learning disabilities: Staff may receive a reimbursement of (i) 100%, through secondary level of education; and (ii) 75%, during tertiary level of education, of the reasonable cost of such instruction as determined by the Manager, HR Operations, or a Designated Official. The maximum grant for a full Academic Year must not exceed the applicable maximum set out in paragraph 5.01(a) of this Rule.

f. For the cost of required books: Staff may receive a lump sum grant per child to cover the cost of required books for a full Academic Year as defined in paragraph 4 of the related document, "Educational Benefits," to this Rule, provided that the total education grant paid for the child, under paragraph 5.01 of this Rule, does not exceed the applicable maximum defined in paragraph 5.01(a) of this Rule.

g. For the purpose of determining education grant, "eligible expenses" means the total, after deducting all financial assistance received in scholarships and grants from sources other than the World Bank Group, of standard mandatory fees charged by the educational institution for required courses, including the cost of registration, tuition, laboratory fees, examination fees, diploma fees, testing fees required for admission, and the cost of required books. Eligible expenses do not include, regardless of whether they are mandatory, the cost of meals, local transportation, computers or computer connections, incidental or extracurricular courses or activities, or individual testing fees other than those required for admission.

Partial Year Grants

5.01 When a child does not attend the educational institution for the full Academic Year, or the Staff Member's period of Service is less than the full Academic Year, or the Staff Member loses eligibility for Education Benefits provided under this Rule, the Staff Member's Partial Year Grants grant, as applicable under paragraph 5.01 of this Rule, will be prorated as follows:

a. When the period of attendance of the child is less than or equal to the period of Service of the Staff Member, and such attendance is less than the full Academic Year, the maximum education grant and the subsistence grant will be prorated in the same proportion as the actual number of days of attendance bears to the number of days in the full Academic Year.

b. When the period of attendance of the child is greater than the period of Service of the Staff Member, the maximum education grant, the cost of attendance and board for the full Academic Year, and the subsistence grant will be prorated in the same proportion as the period of Service bears to the number of days in the full Academic Year.

c. If the child is eligible for education travel in Section 6, "Education Travel" of this Rule, a subsistence grant is provided. The subsistence grant per Academic Year at the primary and secondary levels and at the university or equivalent level are specified in columns (iii) and (iv) respectively of the related documents, "Amount of Grants for Education Abroad (Northern Hemisphere)," or "Amount of Grants for Education Abroad (Southern Hemisphere)," for the country where the educational institution is located. The maximum grant at all levels for both full-time attendance and subsistence must not exceed the maximum applicable under column (v) of the related documents, "Amount of Grants for Education Abroad (Northern Hemisphere)," or "Amount of Grants for Education Abroad (Southern Hemisphere)."

d. For Apprenticeships: Staff may receive a subsistence grant up to the amount specified in column (v) of the related documents, "Amount of Grants for Education Abroad (Northern Hemisphere)," or "Amount of Grants for Education Abroad (Southern Hemisphere)," for the country where the apprenticeship is being served.

e. For special instruction for Dependent Children with learning disabilities: Staff may receive a reimbursement of (i) 100%, through secondary level of education; and (ii) 75%, during tertiary level of education, of the reasonable cost of such instruction as determined by the Manager, HR Operations, or a Designated Official. The maximum grant for a full Academic Year must not exceed the applicable maximum set out in paragraph 5.01(a) of this Rule.

f. For the cost of required books: Staff may receive a lump sum grant per child to cover the cost of required books for a full Academic Year as defined in paragraph 4 of the related document, "Educational Benefits," to this Rule, provided that the total education grant paid for the child, under paragraph 5.01 of this Rule, does not exceed the applicable maximum defined in paragraph 5.01(a) of this Rule.

g. For the purpose of determining education grant, "eligible expenses" means the total, after deducting all financial assistance received in scholarships and grants from sources other than the World Bank Group, of standard mandatory fees charged by the educational institution for required courses, including the cost of registration, tuition, laboratory fees, examination fees, diploma fees, testing fees required for admission, and the cost of required books. Eligible expenses do not include, regardless of whether they are mandatory, the cost of meals, local transportation, computers or computer connections, incidental or extracurricular courses or activities, or individual testing fees other than those required for admission.
5.05 Education grants are payable in the salary currency, or in the school expense currency. The local currency amount of the eligible school costs will be converted to U.S. dollars at the exchange rate defined in the related documents, "Amount of Grants for Education Abroad (Northern Hemisphere)," or "Amount of Grants for Education Abroad (Southern Hemisphere)," to this Rule for the Academic Year concerned. The US dollar amount is then converted to the salary currency using the exchange rate effective on the date Payroll posts the transaction.

Adjustment of Education Grants

5.06 The amounts of education grants will be reviewed annually taking into account the prevailing costs of education and subsistence in the countries where children of World Bank Group Staff Members are being educated.

06. Education Travel

Applicability

6.01 Education travel is provided by the World Bank Group when a Dependent Child is attending a qualifying educational institution, or serving an approved Apprenticeship, outside the Staff Member's duty station country, or, outside the duty station if the institution or Apprenticeship is located outside the Duty Station Area and the child is not living with the Staff Member while attending school or the Apprenticeship.

Travel Benefit

6.02 In the course of one full Academic Year, the Staff Member is eligible for travel benefit for each Dependent Child in cash value equivalent, in U.S. dollars, to one-half the sum of the following:

   a. One year-round economy class airfare; and
   b. Three lower cost restricted economy fares between the duty station and the location of educational institution within the cost limit specified in paragraph 6.08 of this Rule, based on the schedule of airfares determined by the Travel Office and in effect on the date the Staff Member's request for education travel is received by HR Operations.

6.03 In addition, the Staff Member will receive a travel and excess baggage grant in the amount specified in paragraph 3 of the related document, "Education Benefits," to this Rule. The travel and excess baggage grant is deemed to cover all incidental expenses related to education travel, such as, but not limited to, surface travel, airport/departure and exit taxes, passports and visas, excess baggage, and expenses in connection with overnight stops. No other amounts will be reimbursed by the World Bank Group in connection with education travel.

6.04 When the period of the child's attendance is less than six calendar months of the Academic Year or the period of service of the Staff Member which falls within the Academic Year is less than six months, the Staff Member is eligible for one-half the travel benefit.

6.05 The cash received must be used to purchase any mode of round-trip transportation between the duty station and the location of educational institution before the commencement of the Academic Year. A Staff Member using frequent flier miles or credit card points to purchase transportation for an eligible person is not eligible to claim travel benefit for such expenditures. For each Dependent Child for whom education travel is claimed, education travel must be undertaken by the child, the Staff Member, spouse or Domestic Partner to visit the child at the educational institution, or by another adult where an airline requires a young child to be accompanied and the Staff Member, spouse or Domestic Partner is not accompanying the child. The travel of a Staff Member, spouse or Domestic Partner must originate and terminate in the Staff Member's duty station country.

6.06 If a child does not attend the educational institution for which travel benefits were provided, the Staff Member must notify HR Operations within 31 calendar days after the commencement of the Academic Year.

Certification of Travel

6.07 At the end of each Academic Year, the Staff Member may be asked to certify that the travel funds provided by the World Bank Group were used in accordance with this Rule and provide evidence of travel acceptable to HR Operations. If a Staff Member is unable to produce evidence of travel, one-half of the travel benefit must be returned to the World Bank Group. No further education grant or travel pursuant to this Rule will be authorized until all required certification and documentation have been submitted and approved. Failure by the Staff Member to certify eligibility for Education Benefits provided under this Rule may result in recovery of past payments, in
accordance with Staff Rule 11.01, "Claims."

**Cost Limit for Travel**

6.08 Where a child is being educated in a country other than the Staff Member's Home Country, the cost borne by the World Bank Group may not exceed the cost of travel to the Staff Member's Home Country. However, if a Staff Member is assigned to a new duty station, the cost limit applicable during the new assignment will be the cost of travel between the former duty station country and the new duty station country or the former duty station country and the Home Country, whichever is greater. In the case of a subsequent transfer to another field office, the new cost limit will be determined by the Manager, HR Operations, or his/her designee.

**07. Bank Group and Bank Group/IMF Couples**

**Bank Group Couples**

7.01 If Bank Group Staff Members married to each other or registered as Domestic Partners of each other are both eligible for Education Benefits, only one of them may claim Education Benefits for a particular child.

7.02 If Bank Group Staff Members are married to each other or registered as Domestic Partners of each other and one is eligible for Education Benefits and the other is eligible for a mobility premium, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, one of the following:

a. A **mobility premium**, in which case the World Bank Group will pay the premium to the Staff Member who is eligible for that benefit, with the payments based on that Staff Member's zone and eligibility period. At the end of the eligibility period, neither Staff Member will be eligible for Education Benefits. If such Staff Members divorce or terminate their domestic partnership before completing the eligibility period, each Staff Member will receive mobility premium payments based on the Staff Member's own zone and their common eligibility period. If either Staff Member terminates employment or ceases to be eligible for a mobility premium prior to completing the eligibility period, the remaining Staff Member will receive mobility premium payments based on his/her own zone and the common eligibility period; or

b. **Education benefits**, in which case only one Staff Member may claim Education Benefits for a particular Dependent Child.

7.03 Elections made by Bank Group couples with respect to the mobility premium and the Education Benefits are irrevocable.

**Bank Group/IMF Couples**

7.04 A Bank/IMF couple consists of a Bank Group Staff Member who

a. is married to an IMF Staff Member; or
b. has registered an IMF Staff Member as a Domestic Partner; or
c. is registered as a Domestic Partner of an IMF Staff Member.

7.05 If both Members of a Bank Group/IMF couple are eligible for Education Benefits, only one of them may claim Education Benefits for all eligible dependent children in the household. If they subsequently divorce or terminate their domestic partnership or if the IMF Staff Member terminates employment or ceases to be eligible for expatriate benefits, the Bank Group Staff Member will receive Education Benefits as provided by the Bank Group.

**SECTION IV - EXCEPTION**

Exceptions to paragraphs 5.02 and 6.02 of this Rule may be provided by the Manager, HR Operations, in consultation with the Director, HR Compensation and Performance.

**SECTION V - WAIVER**

Unless otherwise provided in the Policy, "Global Mobility Support Framework," the Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.
SECTION VI - OTHER PROVISIONS
Eligibility of Staff on Localization Plus & Cross Country Assignments for Education Benefits is governed by the Procedure, "Localization Plus Mobility Support for IFC Staff on Indefinite Assignments."

SECTION VII - TEMPORARY PROVISIONS
Transition Arrangements

1. For purposes of Section VI, "Other Provisions," and Section VII, "Temporary Provisions," of this Rule, Localization Plus & Cross Country Assignment refer to an assignment in effect prior to January 1, 2016, as defined in "Localization Plus/Cross-Country Assignment/Recruitment of Locally Recruited Staff Guidelines."

2. Staff appointed prior to July 1, 1999, and otherwise eligible to receive Education Benefits under paragraphs 3.01, 3.02, or 3.03 of this Rule, and who are assigned on Indefinite, Temporary, or Localization Plus Assignment on or after January 1, 2016, will be eligible to elect to receive Education Benefits either at a level in effect prior to December 31, 2015, or at a level specified in this Rule (except that Tertiary Education is not applicable to Staff on Localization Plus Assignments), for the duration of their assignment. Upon return to the U.S., (or, in case of an Indefinite or Localization Plus Assignment outside of the U.S., upon expiration of five years), the level of Education Benefits will revert to the level of Education Benefits in effect prior to December 31, 2015.

3. Staff on assignments who were eligible for Education Benefits prior to April 13, 2015, will continue being eligible for Education Benefits at a level in effect prior to December 31, 2015, for the duration of their assignment. Subject to provisions in paragraph 4 and 6 below, upon Staff taking up a new assignment, or being extended in the existing assignment after December 31, 2015, Staff will receive Education Benefits at a level specified in paragraph 5.01 of this Rule.

4. Staff starting a Cross-Country or Localization Plus Assignment between April 13, 2015, and December 31, 2015, will receive the Education Benefits at a level specified in this Rule (except that Tertiary Education is not applicable).

5. Staff whose Temporary or Indefinite Assignments begin or are extended on or after January 1, 2016, will be eligible for a three year transition period, until December 31, 2018, during which Staff may make a one-time election to receive the Education Benefits at a level in effect prior to December 31, 2015.

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
IFC Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP
Director IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS
Education Benefits

Amount of Grants for Education Abroad (Northern Hemisphere)

Amount of Grants for Education Abroad (Southern Hemisphere)

ANNEX(ES)
None

Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.15 Emergency Travel

01. Subject, Applicability and Definitions
Subject and Policy Rationale
1.01 The purpose of the benefits in this Rule is to provide for the travel of staff members, their spouse, or their domestic partner upon the death or memorial service away from the staff member's duty station area of a member of the immediate family. Rule 6.06, "Leave," sets forth the provisions governing leave applicable in such circumstances. This Rule was most recently amended on July 1, 2011.

Applicability
1.02 This Rule applies to staff members holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor appointments.

Definitions
1.03 In addition to the definitions in Rule 1.01, "General Provisions," for purposes of this Rule, the following definitions apply:

a. Child means a natural son or daughter or a legally adopted son or daughter for whom the Bank Group has determined that a "bona fide" parental relationship exists.

b. Designated Official, at Headquarters, means the Manager, Human Resources Service Center or his/her designee. In country offices, it means the head of the office where the staff member works.

c. Duty Station Area means the Washington-Baltimore Consolidated Metropolitan Statistical Area as defined from time to time by the United States Office of Management and Budget. At other duty stations, the duty station area will be determined by the head of that office.

d. Memorial Service means the ceremony commemorating the death of a member of the immediate family.

e. Member of the Immediate Family means a person in respect of whom a staff member, a staff member's spouse, or a staff member's domestic partner is eligible for emergency travel under paragraph 2.01.

f. Parent means a natural or adoptive mother or father.

02. General Provisions
Eligibility
2.01 When the death or memorial service occurs away from the duty station area, emergency travel is provided for:

a. the staff member, if the deceased is the staff member's spouse or domestic partner; or

b. the staff member or the staff member's spouse or domestic partner, if the deceased is a child or parent of the staff member or of the spouse or domestic partner; or
c. the staff member’s spouse or domestic partner, if the deceased is the staff member. In the event of the death of a staff member who has no spouse or domestic partner, emergency travel may be provided for a close relative or other person who arranges for the memorial service as determined by the Manager, Human Resources Service Center or his/her designee.

Travel Benefit

2.02 For each death, only one round-trip economy-class air ticket is provided by the most direct and cost-effective route, as determined by the Travel Office, between the duty station area and the nearest airport to the place of death or memorial service. Less than full-fare tickets are issued when available. Higher class tickets will be reimbursed only up to the economy class fare. If emergency travel is undertaken entirely by surface transportation, travel will be reimbursed either on a mileage basis, for travel by private or rental automobile, in the amount specified in Administrative Manual Statement 3.10, "Operational Travel Expense Reimbursement," or first-class rail travel, but not exceeding the cost of travel by economy class air. No excess baggage, in/out, stopover, or other transport expenses or incidental expenses will be reimbursed by the Bank Group.

Time Limit for Usage

2.03 Travel must commence within 30 days after the death, except that, for good reason, the Manager, Human Resources Service Center, or his/her designee, may extend this period further.

Documentation

2.04 The trip must be certified within 90 calendar days of the travel being authorized. The boarding pass, and a copy of the death certificate of the deceased, or other evidence of death or memorial service satisfactory to the Manager, Human Resources Service Center, or his/her designee, must be submitted. If such evidence is not submitted within 90 calendar days, the Manager, Human Resources Service Center, or his/her designee, may direct that the cost of the ticket be deducted from salary and other amounts due the staff member from the Bank Group which are subject to assignment to the Bank Group.

03. Coordination with Other Travel

Operational Travel

3.01 When a staff member who may use emergency travel is located, as a result of operational travel, at a place other than the duty station area or the place of death or memorial service, emergency travel will be authorized from the place where the staff member is located to the place of death or memorial service, with a return to either the mission location or the duty station area.

Benefit or Personal Travel

3.02 When a person who may use emergency travel is located, as a result of benefit or personal travel, at a place other than the duty station area, emergency travel will be authorized from the place where that person is located to the place of death or memorial service with a return to either that place or the duty station area. In such cases, the cost borne by the Bank Group will not exceed the cost of an economy class ticket from the duty station to the place of death or memorial service.

Conversion of Other Benefit Travel to Emergency Travel

3.03 If the death occurs while the staff member or the staff member's spouse or domestic partner is en route to or already at the place of death or memorial service, as a result of home country or education travel, a staff member may elect to convert the home country or education travel entitlement for the person who would ordinarily be eligible for emergency travel into emergency travel. Any such request must be submitted within 90 calendar days following the date of death of the member of the immediate
family or the traveler's return to the duty station, whichever is later. If reimbursement for emergency travel is made under this paragraph, the home country travel or education travel remains authorized subject to the conditions and provisions originally applicable under Rule 6.13, "Home Country Travel," or Rule 6.14, "Education Benefits" and the staff member must provide certification that such travel was undertaken. If such certification cannot be provided, the staff member must repay the Bank Group all allowances, grants, and travel costs advanced for that purpose.

Conversion of Personal Travel to Emergency Travel

3.04 If a staff member, spouse, or domestic partner travels at his/her own expense

a. upon either the death of a member of the immediate family or

b. to visit a critically ill member of the immediate family and that person dies within 90 calendar days of the traveler's departure from the staff member's duty station area,

the staff member may, subject to the cost limit of an economy class ticket from the duty station to the place of death or memorial service, request retroactive reimbursement for such travel in lieu of claiming the travel benefit established in this Rule. Any such request must be submitted, together with a, boarding pass, and proof of purchase, within 12 months following the completion of emergency travel. A staff member who obtains airfare for emergency travel at no cost via a commercial frequent flyer program may, within 12 months following emergency travel, request reimbursement for taxes and fees which were applied to such airfare in lieu of claiming the emergency travel benefit described in this Rule. Any such request will be cost limited to an economy class ticket from the duty station to the place of death or memorial service.

04. Bank Group Couples

4.01 When both husband and wife or domestic partners are Bank Group staff members, and both are eligible for the emergency travel benefit, only one staff member may claim this benefit.
06 Compensation
06.16 Spouse/Domestic Partner Travel

01. Subject and Applicability

Subject

1.01 This Rule sets forth provisions under which spouses/domestic partners may accompany staff members on mission at Bank Group expense. This Rule was most recently amended on February 6, 2013 and its provisions will expire on June 30, 2018.

Applicability

1.02 This Rule applies to all staff members with spouses/domestic partners holding Open-Ended, Term, Regular; Fixed-Term; Local Staff, Regular; Local Staff, Fixed-Term; and Executive Director's Advisor appointments, who were appointed prior to November 1, 2012. The term "domestic partners" refers to registered domestic partners, as provided in Rule 1.01, "General Provisions."

02. Accumulation of Points

2.01 An eligible staff member will be credited with one point for each night that the staff member spends away from the duty station on a Bank Group paid mission outside the duty station country, except as stated in paragraph 2.02 below. Absence within the duty station country will be counted only if such absence is part of a mission's itinerary outside that country. Points may be accumulated without limit during a staff member's marriage or domestic partnership. Points will not be advanced. Points exceeding the number required for spouse/domestic partner travel may be carried forward for a subsequent spouse/domestic partner trip.

Limitations

2.02 No points will be credited for:

a. any mission that commenced prior to July 1, 2009 for staff members with domestic partners;

b. any mission that commenced on or after July 1, 2013;

c. a mission during all or part of which the spouse/domestic partner accompanies the staff member at Bank Group expense except in the case of a mission which exceeds 60 days. In the latter case, when the spouse/domestic partner accompanies the staff member for less than half of the mission, points will be granted for the number of days in excess of 60;
d. the duration of any period of benefit travel;

e. the duration of any period of leave without pay;

f. the duration of travel on any Bank Group sponsored study or training program, including attendance at conferences/seminars;

g. any period of annual leave taken during the course of operational travel; or

h. the duration of any short-term field assignment (STA) or Developmental Assignment (DA) for which a staff member receives a headquarters travel grant.

03. Options for Use of Points

General

3.01 Subject to the limitations set out in Section 4 below, accumulated points may be used under one of the following options to accompany a spouse/domestic partner on any operational travel except travel undertaken under paragraph 2.02 (d) or (f). For the purpose of this Section, the term “initial appointment” means appointment to one of the types of appointments to which this Rule applies. In the case of a series of appointments uninterrupted by a break in service, it means the first in the series of such appointments. All points must be used and the spouse/domestic partner travel must be completed on or before June 30, 2018.

Within First Three Years of Initial Appointment

3.02 When the travel of the spouse/domestic partner and the staff member commences within the first three years of the staff member's initial appointment, the Bank Group will pay:

a. full cost of the spouse/domestic partner's round-trip transportation and related incidental expenses (such as airport taxes, visa fees, and ground transportation to and from the airport) if the staff member has accumulated 150 points; or

b. pro rata cost of the spouse/domestic partner's transportation and related incidental expenses if the staff member has accumulated between 80 and 150 points, except that the 80 point minimum requirement is waived commencing July 1, 2013.

After First Three Years from Initial Appointment

3.03 When the travel of the spouse/domestic partner and the staff member commences after the first three years of the staff member's initial appointment, the Bank Group will pay:

a. full cost of the spouse/domestic partner's transportation and related incidental expenses after the staff member has accumulated 200 points; or

b. pro rata cost of the spouse/domestic partner's transportation and related incidental expenses if the staff member has accumulated between 80 and 200 points, except that the 80 point minimum requirement is waived commencing July 1, 2013.

300-Point Option

3.04 After a staff member has earned not less than 300 points, the staff member may choose, in lieu of one of the options described above, for the Bank Group to pay the spouse/domestic partner's subsistence cost incurred at the place of mission and authorized stopovers en route, as well as the round-trip transportation and related incidental expenses.
Pro Rata Payments

3.05 The pro rata entitlement to the spouse/domestic partner's transportation costs and related incidental expenses will be computed on the basis of the ratio of the accumulated points as of the date of the staff member's departure to the points required for the trip. This provision does not apply to the 300-Point option.

04. Limitations on Spouse/Domestic Partner Travel

Operational Limitations

4.01 The staff member's spouse/domestic partner will be authorized to travel in accordance with the provisions of this Rule unless the person authorizing the staff member's travel determines that operational and security considerations do not allow it.

Length of Stay

4.02 In order for any part of the costs and related incidental expenses of the spouse/domestic partner's travel to be borne by the Bank Group, the spouse/domestic partner must stay with the mission for not less than a total of seven days at one or more mission destinations, inclusive of the dates of arrival and departure. In the case of missions of seven days or less in total duration, the spouse/domestic partner must stay with the mission for its entire duration.

Class of Air Travel

4.03 When travelling in the same airplane as the staff member, the spouse/domestic partner may travel in the same class of travel authorized for the staff member. When travelling alone, the spouse/domestic partner may travel in business class, where available, or in economy class.

05. Insurance

5.01 Travel accident and accompanying baggage insurance for the spouse/domestic partner will be provided under the terms and conditions established in Personnel Manual Statement 3.25, "Travel Insurance." The spouse/domestic partner may complete a designation of beneficiary form prior to departure.

06. Cancellation of Points

6.01 Unused points are cancelled without compensation upon the earliest of: (i) termination of employment, (ii) change of type of appointment to one to which this Rule does not apply, (iii) death of the staff member's spouse/domestic partner, (iv) divorce or dissolution of the domestic partnership, or (v) June 30, 2018. Cancelled points are not reinstated upon subsequent reemployment, remarriage, or a new domestic partnership.
06 Compensation
06.17 Global Mobility Support for Temporary Assignments

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 6.17, “Global Mobility Support for Temporary Assignments” (hereinafter Rule) sets forth the provisions governing the benefits provided by the World Bank Group to extend reasonable assistance to Staff Members on Temporary Assignments on or after July 1, 2018.

1.02 This Rule applies to the Staff of the Institutions of the World Bank Group.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, “General Provisions,” and as follows:

a. Assignment Support refers to the following elements of Mobility Support: Ongoing Support, Locality Consideration and Expatriate Support.

b. Non-Family Post refers to a World Bank Group duty station where family accompaniment to the Duty Station Area is not authorized per United Nations guidelines on the same.

SECTION III - SCOPE
03. Eligibility
3.01 Staff Members holding the following appointments are eligible to be posted on a Temporary Assignment: Regular, Open-Ended, Term, Local Staff Regular appointments at grades GF and above other than Washington, DC, and New York, (and grade GE with the written approval of the Staff Member's Vice President).

Assignment Support
3.02 Staff Members posted on Temporary Assignments are eligible for Assignment Support provided in the Procedure, “Global Mobility Support for Temporary Assignments” as follows:

a. Staff Members who are not citizens (or in the U.S., lawful permanent residents) of the Host Duty Station
country are eligible for Assignment Support.

b. Staff Members who are citizens (or in the U.S., lawful permanent residents) of the Host Duty Station country are ineligible for Assignment Support. This includes Staff Members who are dual nationals and have a nationality of the Host Duty Station country. In exceptional cases, in Host Duty Stations outside the U.S., the Staff Member's Vice President, or his/her designee, in consultation with the Regional Vice President (or Regional Director for IFC staff or MIGA's Head of Department for MIGA staff) of the Host Duty Station country may decide to provide Assignment Support to a Staff Member who is a citizen of the Host Duty Station country. However, the Vice President's/Head's decision to provide Assignment Support cannot be applied to a Staff Member who is a citizen of the Host Duty Station country and has resided in the Host Duty Station country at any time in the immediate 5 years preceding the start of the assignment. Short Term Assignments are not considered as residency for Staff Members who are citizens of the Host Duty Station country in determining the 5-year timeframe immediately preceding the start of the assignment for benefits eligibility purposes. Under no circumstances are U.S. citizens or lawful permanent residents eligible for Mobility Premium as defined in Staff Rule 6.21, "Mobility Premium."

c. Staff Members who obtain citizenship of their Host Duty Station country during their Temporary Assignment cease being eligible for Assignment Support upon the effective date of naturalization.

Relocation and Transportation Benefits

3.03 Staff Members posted on Temporary Assignments are eligible for the Relocation and Transportation Benefits as follows:

a. Staff Members who are not citizens (or in the U.S., lawful permanent residents) and have resided in the Host Duty Station area for 12 months or more immediately preceding acceptance of (a) appointment; (b) reappointment following a break in service; or (c) appointment following service under a Short Term Consultant or Short Term Temporary are ineligible for Relocation and Transportation Benefits. Short Term Assignments are not considered as residency in the Host Duty Station area in determining eligibility for Relocation and Transportation Benefits under this paragraph.

b. Staff Members who are citizens (or in the U.S., lawful permanent residents) of the Host Duty Station country and have resided in the Host Duty Station country for 12 months or more immediately preceding acceptance of (a) appointment; (b) reappointment following a break in service; or (c) appointment following service under a Short Term Consultant or Short Term Temporary are ineligible for Relocation and Transportation Benefits. Short Term Assignments are not considered as residency in the Host Duty Station in determining eligibility for Relocation and Transportation Benefits under this paragraph.

c. Staff Members who have been telecommuting from the Host Duty Station area for more than two years of the three years preceding the assignment are ineligible for Relocation and Transportation Benefits.

d. Staff Members who change their assignments from a Short Term Assignment to a Temporary Assignment are eligible for certain Relocation and Transportation Benefits as indicated under the Procedure, "Global Mobility Support for Temporary Assignments."

3.04 For Staff Members on Open-Ended or Term appointments who are not otherwise eligible for Relocation and Transportation Benefits, hiring managers may provide, from their administrative budgets, a cash allowance of up to USD $10,000 to assist with costs associated with relocation at the time of hiring.

Limitations

3.05 If the Host Duty Station is designated as a Non-Family Post, the World Bank Group will not authorize family accompaniment to the Duty Station Area. A list of Non-Family Posts can be found on the myHR website.

3.06 If Staff Members married to each other, or who are Domestic Partners of each other, are both assigned to the same Host Duty Station, only one Staff Member will be eligible for benefits under this Rule. The two Staff Members must elect which of them will receive the benefit. Such election will be irrevocable for the duration of the assignment.

3.07 The World Bank Group will not pay benefits under this Rule to the extent such benefits would duplicate benefits provided by the Staff Member's previous employer, or the employer of the Staff Member's spouse or Domestic Partner or by any other World Bank Group benefits program.

SECTION IV - EXCEPTION

Exceptions to paragraph 3.05 of this Rule may be granted by the World Bank Group Human Resources Vice President, in consultation with the Regional Vice President (or Regional Director in the case of IFC or the Executive Vice President in the case of MIGA) and the Director, GSD.
SECTION V - WAIVER
Unless otherwise provided in the Policy, "Global Mobility Support Framework," the Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
IFC Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP
Director, IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI - RELATED DOCUMENTS
Procedure, "Global Mobility Support for Temporary Assignments"
Waiver of Directive, Staff Rule 6.17 - Global Mobility Support for Temporary Assignments, and Procedure, Global Mobility Support for Temporary Assignments with respect to Staff on Temporary Assignments (Location Based Waiver)
Assigning Nationals to International Positions in Home Country
Non-Family Posts

ANNEX(ES)
None
Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.18 Financial Assistance to Staff Members

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 6.18, "Financial Assistance to Staff Members" (hereinafter Rule) sets forth the provisions governing financial assistance to Staff Members, effective October 1, 2017. Any loans outstanding at that date will continue to be paid according to the terms and conditions which were agreed upon at the original loan application date.

1.02 This Rule applies to Staff Members of the institutions of the World Bank Group holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor Appointments as defined in Staff Rule 4.01, "Appointment", except when otherwise specified.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

- **Country Office** means a World Bank Group office, other than Headquarters, established for the purpose of overseeing a country or regional operational development program or strategy.
- **Debt Service Ratio** means any and all recurring payments the Staff Member and spouse or Domestic Partner are obligated to make, including, but not limited to, mortgage payments (including principal, interest, taxes and insurance); rent; payments under outstanding loans from creditors; and payments for all financial assistance provided or under consideration by the World Bank Group, over Net Income.
- **Designated Official** means the Director, HR Compensation and Performance, or his/her designee.
- **Net Income** means the Staff Member's Net Salary plus any dependency (tax equivalency) allowance. For purposes of this Rule, it includes the net equivalent of any reasonably assured earnings of the Staff Member's spouse or Domestic Partner from regular employment or self-employment. Any such spouse or Domestic Partner income must be substantiated by the Staff Member to the satisfaction of the World Bank Group.
- **Satellite Office** means a World Bank Group office established outside of Washington, DC, as an extension of Headquarters for the purpose of carrying out World Bank Group representational activities in donor countries rather than for the purpose of overseeing a country or regional operations development program or strategy. The list of offices designated as Satellite Offices can be found in the "Waiver of Directive, Staff Rule 6.17-Global Mobility Support for Temporary Assignments," and Procedure, "Global Mobility Support for Temporary Assignments with respect to Staff on Temporary Assignments."
SECTION III - SCOPE

03. General Provisions

3.01 The amount of financial assistance provided by the World Bank Group for an expenditure may not exceed the amount the Staff Member must pay on that account less any grants, loans or other financial assistance which the Staff Member has received or has applied for from any other source.

Refinancing

3.02 Financial assistance will not be provided for refinancing or consolidating existing debts.

Full Disclosure

3.03 The omission or misrepresentation of any material facts in an application for financial assistance will disqualify the Staff Member from receiving further staff advances or loans and will make any advance or loan already received repayable in full unless the Designated Official, decides otherwise. The omission or misrepresentation of any material facts may also subject the Staff Member to disciplinary measures pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings", whichever is applicable. The Designated Official, may require the Staff Member to furnish any information not contained in an application that may be relevant.

Repayment Period

3.04 Within the maximum repayment period provided in any paragraph of this Rule, the Manager, HR Operations (HQ Staff) or the head of the Country Office (Country Office Staff), will decide the specific repayment period for any loan, taking into account the financial capacity of the Staff Member. In no event will the repayment period extend beyond the expiration date of the Staff Member's current appointment or the period remaining before the Staff Member’s mandatory retirement date.

Prepayment

3.05 Partial prepayments to reduce the repayment period of any loan may be made without penalty or rescheduling of the repayment agreement. At Headquarters, partial prepayments will not be accepted for amounts less than the equivalent of USD $500. At Country Office, a minimum may be established by the head of the office. Full repayment of the outstanding balance may be made at any time without penalty.

Lending Limit

3.06 The total amount of financial assistance from the World Bank Group outstanding to any Staff Member at any time may not exceed 18 months' Net Salary. In considering emergency loans, the Designated Official, may disregard this limit.

Debt Service Ratio Limit

3.07 In order to qualify for financial assistance, a Staff Member's Debt Service Ratio may not exceed 30% of Net Income. In determining Debt Service Ratio, short-term debts having six or fewer monthly payments remaining may, in the judgment of the Designated Official, be excluded from this calculation. The head of the Country Office (Country Office Staff) or the Manager, HR Operations (HQ Staff), may waive the 30% limit up to 45% in the case of applications for financial assistance for emergency loans. Any waiver above the 45% will require the Designated Official's approval.

Security

3.08 A Staff Member will be required to execute a promissory note guaranteeing the obligation to repay any loans granted under this Rule.

Leaving World Bank Group Service
3.09 When a Staff Member leaves the service of the World Bank Group, all outstanding loans become due and payable in full on the last day of service. The World Bank Group will apply accrued salary, annual leave and other amounts due from the World Bank Group which are subject to assignment to the World Bank Group towards liquidation of any outstanding loan amount. Collection of any outstanding balance will be made by the Accounting Department (or head of the Country Office for Country Office Staff) in accordance with the established procedures.

**World Bank Group/IMF Couples**

3.10 Where a Staff Member and his/her spouse or Domestic Partner are World Bank Group Staff Members, either, but not both, may apply for financial assistance for a single purpose. If one spouse or Domestic Partner is an International Monetary Fund staff member, either, but not both, may apply to his/her own employer for financial assistance for a single purpose.

**Other**

3.11 Notwithstanding any other provision of this Rule, a Staff Member for whom leave without pay or external service without pay has been approved may not apply for financial assistance. A Staff Member for whom a period of special leave has been approved under the provisions of Staff Rule 7.01, "Ending Employment," may not apply for financial assistance except under paragraphs 6.01 and 6.02, "Emergency Loans," of this Rule.

**Currency**

3.12 Financial assistance loans are denominated and repaid in the currency in which the Staff Member's salary plan is denominated. The loan is disbursed to the Staff Member in the same currency as the Staff Member's Net Salary. The loan currency remains unchanged for the term of the loan, even when Staff's salary plan currency changes upon a change in duty station.

**Disbursement**

3.13 The loan will be disbursed with the payroll cycle following the date at which the Staff had signed the promissory note.

**04. Loans for Settling-In Expenses**

**Eligibility**

4.01 Staff Members holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor Appointments are eligible to apply for the financial assistance specified in paragraphs 4.01-4.04, "Loans for Settling-In Expenses," of this Rule.

**On Appointment**

4.02 An eligible Staff Member who was relocated at World Bank Group expense to the Duty Station Area on appointment, or who has lived there for less than 60 calendar days prior to appointment, may apply within six months of appointment for one loan not exceeding four months' Net Salary.

**Change of Duty Station**

4.03 An eligible Staff Member with no outstanding settling-in loans may, within three months before or after taking up an assignment at a new duty station or returning to the prior duty station, apply for one loan not exceeding four months' Net Salary to meet expenses attributable to settling in at the new duty station. The Staff Member must have received all necessary clearances for the new assignment prior to disbursement of the loan. A settling-in loan will not be granted to a Staff Member returning to Headquarters or to his/her prior duty station country unless s/he has been working outside Headquarters or the prior duty station country for more than five (5) years.

**Terms**

4.04 Settling-in loans are interest-free and repayable over a period not exceeding 24 months, commencing with the first day of the month following the date of disbursement.

**05. Emergency Loans**
Purpose

5.01 A Staff Member may apply at any time during employment for an emergency loan for urgent personal reasons, such as illness, death, disaster or other circumstances out of the control of the Staff Member involving either the Staff Member or Category I Relatives as defined in paragraph 5.03(a) of Staff Rule 4.01, "Appointment." However, the emergency loan will not be granted if the Staff Member has access to other sources of funds such as personal savings or other loans available under reasonable terms and conditions, including general loans under the Financial Assistance Program, credit card advances, consumer loans, collateral loans, and lines of credit. The amount of the loan may not exceed six months' Net Salary.

Terms

5.02 Emergency loans are interest free and repayable over a maximum period of six years commencing with the first day of the month following the date of disbursement.

06. Education Loans

Eligibility

6.01 Staff Members holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor Appointments are eligible to apply for the financial assistance specified in paragraphs 6.01-6.04, "Education Loans," of this Rule.

6.02 An eligible Staff Member may apply for a loan to assist with the cost of attendance at an accredited educational establishment in respect of a current or an immediately following academic year for each of the following purposes:

a. The Staff Member: for his/her own continuing education, to the extent that such expenses are not met by grants from the World Bank Group;

b. The Staff Member's spouse or Domestic Partner: for his/her own education or vocational training; or

c. The Staff Member's children who, at the start of the institution's academic year, meet the definition of a Dependent Child: for their own primary, secondary or higher education; or in the case of disabled children, education at an accredited school offering instruction for children with disabilities.

For this purpose, "cost of attendance" means the cost of registration, prescribed text books, tuition fees, laboratory fees, examination and diploma fees, and room and board after deducting all other financial assistance such as scholarships, grants and loans from sources other than the World Bank Group. For room and board expenses that are not provided by the accredited educational establishment, expenses covered include reasonable costs of accommodation and meals not exceeding the subsistence grant ceiling for room and board provided for education grants under Staff Rule 6.14, "Education Benefits." It excludes all other fees and charges such as transportation, equipment or supplies and materials, extracurricular courses, and activities.

Limitations

6.03 Education loans are subject to the following limitations:

a. The total amount of education loans outstanding at any time for each of the purposes specified in paragraph 6.02 of this Rule, must not exceed six months' Net Salary;

b. Loans for the education of spouses or Domestic Partners and Dependent Children must not exceed 75% of the cost of attendance;

c. The application must be received no later than two months after the start of the term to which the application relates; and

d. A Staff Member who receives an education grant from the World Bank Group or the spouse's or Domestic Partner's employer for a child will not be eligible for an education loan to cover any remaining costs for that child; and

e. If requested, the Staff Member must provide proof that funds from an education loan were used for covered educational expenses. Failure to provide such proof may result in the immediate collection of the loan with interest accrued to date, in accordance with Staff Rule 11.01, "Claims."

Terms

6.04 For Country Office Staff, loans for education are repayable at an interest rate fixed for the life of the loan and
equal to the lower of (i) the Country Office general loan rate as specified in paragraph 9.04 of this Rule, or (ii) 50% of the commercial local education loan rate (where available). For Headquarters Staff, the interest rate fixed for the life of the loan will be 50% of the undergraduate unsubsidized interest rate charged on Stafford Loans offered by the U.S. Department of Education. Interest rates for new loan requests will be determined on date of receipt by the World Bank Group of the loan application. Loans to eligible Staff will have a maximum repayment period of 12 years, subject to paragraph 3.04 of this Rule, commencing with the first day of the month following the date of disbursement.

07. Housing Loans (Headquarters Staff)

Eligibility

7.01 Headquarters Staff Members holding confirmed Open-Ended or Regular Appointments may apply for the financial assistance specified in paragraphs 7.01-7.06, "Housing Loans (Headquarters Staff)," of this Rule.

7.02 An eligible Staff Member who is likely to remain in World Bank Group service at the duty station indefinitely may apply for a loan of up to USD $50,000 or 10% of the purchase price of a home, whichever is smaller, to assist with the purchase of a first home in the Duty Station Area. A Staff Member may make only one application in respect of one property and must certify that the property will be used as his/her principal residence.

7.03 The Staff Member and any co-purchaser must use personal funds that are not borrowed, equal to a minimum of 10% of the purchase price of the house towards the down payment. If the Staff Member purchases a home with one or more individuals other than a spouse or Domestic Partner, the Staff Member's income and personal funds must be sufficient to meet this criterion as applied to the Staff Member's percentage of ownership in the home. For calculating the Debt Service Ratio, the income of the co-purchaser will be considered if the co-purchaser signs the promissory note.

Limitations

7.04 Housing loans will not be approved:

a. If the Staff Member, the Staff Member's spouse or Domestic Partner, or other co-purchaser already owns or has owned a home in the Duty Station Area, either individually, jointly or in common with another person, whether purchased before or after World Bank Group employment commenced; or
b. If the Staff Member has held a Regular or Open-Ended appointment for five years or more at Headquarters. Term appointments prior to the Regular or Open-Ended appointment conversion are not counted for purposes of the five-year limitation; or
c. To repair, remodel or renovate a home.

Terms

7.05 The maximum repayment period for housing loans is 20 years. Payments commence on the first pay period of the month following the date of disbursement. Interest is charged at the rate applicable on the date the application is received by HR Operations, based on the Bank-Fund Staff Federal Credit Union 30-year fixed rate.

Sale or Refinancing of Property

7.06 A Staff Member who has received a housing loan must notify in writing the Manager, HR Operations, upon the sale or refinancing of the property for which the loan was made. Repayment of a housing loan will be required upon the sale or refinancing of the property for which the loan was made.

08. Housing Loans (Country Office Staff)

Eligibility

8.01 Country Office Staff Members holding confirmed Local Staff Regular, Regular or Open-Ended Appointments may apply for the financial assistance specified in paragraphs 8.01-8.05, "Housing Loans (Country Office Staff)," of this Rule.

8.02 An eligible Staff Member who is likely to remain in World Bank Group service at the duty station indefinitely may apply for a loan of up to 18 months’ Net Salary or one third the purchase price of a home, whichever is
smaller, to assist with the purchase or construction of a first home in the Duty Station Area. For housing loans in excess of 12 months' Net Salary, the World Bank Group may require a lien, such as a mortgage or deed of trust, in favor of the World Bank Group. If a lien is required, the Staff Member will be required to submit, at his/her own expense, proper documents subject to approval by the World Bank Group. A Staff Member may make only one application in respect of one property. The Staff Member must certify that the home is used as his/her principal residence.

Limitations

8.03 Housing loans will not be approved:

a. To meet settlement costs; or
b. If the Staff Member, or the Staff Member's spouse or Domestic Partner, or other co-purchaser already owns or has owned a home in the duty station area, either individually, jointly or in common with another person, whether purchased before or after World Bank Group employment commenced; or
c. To repair, remodel, or renovate a home.

Terms

8.04 The maximum repayment period for housing loans is 20 years. Payments commence with the first day of the month following the date of disbursement. Interest is charged at the local commercial rate determined by the Designated Official for this purpose.

Sale of Property

8.05 A Staff Member who has received a housing loan must notify in writing the head of the Country Office upon the sale of the property for which the loan was made. The head of the Country Office may require repayment of a housing loan upon such sale, or upon any subsequent sale of another property if earlier repayment has not been required.

09. General Loans (Country Office Staff)

Eligibility

9.01 Country Office Staff Members holding a Local Staff Regular, Open-Ended, or Term Appointment are eligible to apply for a general loan.

Purpose

9.02 An eligible Staff Member may apply for one or more loans to assist with expenses of education, home improvement to his/her principal residence in the Duty Station Area, home purchase or construction for his/her first principal residence in the Duty Station Area (in addition to housing loans under paragraphs 8.01-8.05, "Housing Loans (Country Office Staff)," of this Rule, where applicable), rental, vehicle purchase, medical, emergencies, or other expenses as determined by the head of the Country Office considering the practice of employers in the Duty Station Area. General loans may be made only for expenses of the Staff Member, except for emergency situations as defined under paragraph 5.01 of this Rule. Expenses of the Staff Member's Dependent Children, spouse/Domestic Partner are considered as Staff Member's expenses for purposes of this provision.

Funds cannot be used for lending purposes to any other individual or other party, or for the purchase of investment assets whether tangible or intangible

Limitations

9.03 The cumulative outstanding balance of general loans may not exceed 12 months' Net Salary. A loan will not be made for the same purpose as a loan which is still outstanding or made more frequently than the head of the Country Office determines is customary, except where the head of the Country Office determines special circumstances exist. A Staff Member who receives a loan for the purchase of a motor vehicle may be required to verify the purchase by producing a certificate of ownership.

Terms
9.04 General loans carry an interest rate fixed for the term of the loan as outlined in the Procedure, "Setting Loan Interest Rates." The loans are repayable over a maximum period of 12 years or the period remaining before the Staff Member's retirement or the duration of the Staff Member's appointment, if less. Payments commence with the first day of the month following the date of disbursement.

SECTION IV - EXCEPTION
An exception to paragraphs 4.02, 4.03, or 5.01 can be authorized by the Designated Official, in consultation with the Director, IFC Human Resource Department (CHRDR) or the Director, IBRD/MIGA Client Services (HRDCS), as applicable. Notwithstanding the immediately preceding sentence, no exception can be granted to the maximum number of months of salary that the loan can exceed.

SECTION V - WAIVER
The Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP

IFC Chief Executive Officer, IFCEO

MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP

Director, IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
Procedure – Setting Loan Interest Rates

Waiver of Directive, Staff Rule 6.17-Global Mobility Support for Temporary Assignments
ANNEX(ES)
None

Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.19 Tax Supplements on Staff Retirement Plan Benefits

SECTION I – PURPOSE AND APPLICATION

1.01 This Directive establishes Staff Rule 6.19, "Tax Supplements on Staff Retirement Plan Benefits," (hereinafter Rule) which covers the calculation and payment of Tax Supplements on taxable benefits paid from the Net Plan of the World Bank Group Staff Retirement Plan. This Rule is effective for payments from the Net Plan of the Staff Retirement Plan (SRP) made during tax years beginning on or after January 1, 2017. This Rule also describes the practice in place for Net Plan payments made during the tax year beginning in 2016.

1.02 This Rule applies to Retirees and Beneficiaries who have received benefits from the Net Plan of the SRP that are subject to income tax. Benefits under the Gross Plan of the SRP are inclusive of taxes, and are not eligible for a Tax Supplement or other tax compensation. Tax Supplements are not payable on benefits paid from sources other than the SRP, such as the World Bank Group 401(k) Plan or the Optional Savings Plan for country office staff.

SECTION II – DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions", and as follows:

a. Adjusted Gross Income, when used with reference to the income taxation of the United States (U.S.) has the same meaning it has under U.S. income tax legislation. Adjusted Gross Income when used in the context of income taxation in a country other than the U.S. will have a similar meaning, as reasonably determined by the Tax Office taking into account the features of the particular national tax system. The amount of Adjusted Gross Income will determine the total income included in the Tax Supplement calculation.

b. Annuity means (i) benefits paid from the Net Plan in the form of regular monthly payments for life, including a survivor annuity received by a Beneficiary, or (ii) a Net Plan child's benefit.

c. Average Deductions, for purposes of this Rule, is defined and calculated as provided in Staff Rule 6.04, "Tax Allowance."

d. Beneficiary means any person who receives death benefits under the Net Plan, whether paid as an Annuity or Lump Sum, on account of the death of a Retiree, a Staff Member who is a Net Plan participant, or a former Staff Member who has deferred the receipt of Net Plan benefits.

e. Lump Sum means a payment of all or a portion of the benefits accrued under the Net Plan in a single sum that is not part of an Annuity.

f. Net Plan means the net pension plan of the SRP and the SSRP. Generally, participants in the Net Plan are...
those who joined the SRP on or after April 15, 1998.

g. **Retiree** means a former Staff Member who receives a Net Plan Annuity or Lump Sum on account of his/her Net Plan participation.

h. **Staff Retirement Plan** or SRP means the World Bank Group Staff Retirement Plan. For purposes of this Rule, SRP benefits includes benefits paid under the Supplemental Staff Retirement Plan (SSRP) except as otherwise provided.

i. **Tax Supplement** means the payment specified under this Rule by the Bank Group to a Retiree or Beneficiary who incurs income tax liability upon receipt of Net Plan benefits. This payment is intended as reasonable compensation for the income tax liability on such benefits. The term "Tax Supplement" also includes the social security tax reimbursement, if applicable, unless the context requires otherwise.

j. **U.S. Income Taxes** includes applicable federal, state, and local income taxes unless the context requires otherwise.

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**SECTION III – SCOPE**

03. Rights and Obligations of Retirees, Beneficiaries and the Bank Group

**Payment of Taxes**

3.01 Retirees are expected to pay all taxes (including any estimated taxes) due on taxable Net Plan benefits in accordance with applicable national tax laws. Receipt of a Tax Supplement from the Bank Group is conditioned upon the payment of such taxes, and on general compliance with tax obligations.

**Reports Furnished to Retirees**

3.02 As provided in Staff Rule 2.01, "Confidentiality of Personnel Information," the Bank Group may report any Net Plan benefits and Tax Supplements received by a Retiree to national tax authorities. Where the Bank Group so reports a retiree's income, the Bank Group will provide the retiree a copy of the report. The Bank Group will report to U.S. tax authorities the Net Plan benefits and Tax Supplements paid to Retirees who are U.S. tax residents and will provide to Retirees a copy of the report.

**Correct and Complete Information Required**

3.03 Retirees who apply for a Tax Supplement are required to furnish the Bank Group with certain information as specified on the applicable form and to certify that the information provided is accurate and that they are tax residents of the country, state or province, and municipality (as applicable) imposing taxes. If a Retiree who has received quarterly Annuity Tax Supplement payments for a tax year based on estimated tax data fails to update this data by the applicable deadline in the following year, the Tax Office may suspend Tax Supplement payments until the updated data is submitted and/or require the Retiree to repay to the Bank Group the quarterly Annuity Tax Supplement payments for the tax year. By submitting a Tax Supplement application, a Retiree agrees to be bound by the provisions of this Rule. Pursuant to paragraphs 3.08 and 3.09 of this Rule, a Retiree may be required by the Tax Office or internal auditors to furnish evidence supporting information provided pursuant to this Rule.

**Tax Legislation**

3.04 In calculating Tax Supplements or social security tax reimbursements under this Rule, the Bank Group will take into account generally applicable changes in tax legislation that increase or decrease the tax liability of Retirees.

**Taxation in Multiple Jurisdictions**

3.05 If a Net Plan benefit is taxable in more than one country, the Retiree will receive a Tax Supplement only for income taxes of the country that assesses the highest tax on the benefit. Retirees are expected to claim all applicable foreign tax credits on their tax returns.

**Lowest Taxation Assumed**

3.06 The Bank Group will calculate Tax Supplements and social security tax reimbursements under this Rule on the basis that results in the lowest tax payable under the governing law.

**No Supplement for Other Taxes or Fees**
3.07 The Tax Supplement provides a Retiree with reasonable compensation for mandatory income taxes and certain social security taxes (to the extent provided in paragraphs 6.01-6.04, "Social Security Tax Reimbursement," of this Rule) on Net Plan benefits assessed by national and local tax authorities, as provided in this Rule. The Tax Supplement will not cover interest and penalties assessed by tax authorities due to the late payment of taxes or the late filing of tax returns. Except as provided in this Rule and under the Bank Group's Estate Tax Protection Program, the Bank Group will pay no supplement or reimbursement for any other tax imposed upon or measured by Net Plan benefits, including, without limitation, voluntary assessments, taxes on wealth or assets, taxes collected by tax authorities on behalf of churches or other religious bodies, national health insurance premiums, or user fees for public services.

Verification Procedures

3.08 Retirees who apply for a Tax Supplement under this Rule may be required by the Bank Group or its auditors to furnish copies of filed tax returns and/or proof of payment of the tax assessed for the years for which Tax Supplements have been requested. Retirees requesting a Tax Supplement on account of tax liabilities to a country other than the United States must provide the Bank Group with a copy of the filed tax return for the year for which the Tax Supplement is being requested, as well as proof of payment and/or the tax assessment issued by the relevant tax authority.

3.09 Additionally, the Bank Group may request information directly from national and state tax authorities, including copies of the Retiree's actual filed tax returns, and Retirees are required to provide their authorization if necessary to facilitate the request. For U.S. tax residents, the Tax Office or Bank Group auditors may require a Retiree to sign the applicable Internal Revenue Service form (and corresponding state tax form) granting the Bank Group access to the desired tax information. Only data or forms necessary to verify the information provided by a Retiree under this Rule, to authenticate the copies of tax returns furnished by the Retiree, and to verify the payment of taxes will be requested from the applicable tax authorities.

3.10 Failure to submit the data, documentation or authorization requested under paragraphs 3.08 and 3.09 of this Rule may result in a suspension of Tax Supplement payments until the Retiree complies with the request, or the recoupment by the Bank Group of past payments of Tax Supplement from future Tax Supplement payments due to the Retiree.

Applicability to Beneficiaries

3.11 This Rule applies to Beneficiaries on the same basis as it applies to Retirees, except as otherwise noted. By applying for a Tax Supplement, a Beneficiary agrees to comply with the obligations of Retirees who apply for a Tax Supplement, as specified in this Rule.

Representatives or Guardians

3.12 If a representative or guardian of a Retiree applies for a Tax Supplement or otherwise acts on a Retiree's behalf for purposes of this Rule, the Tax Office will require the representative or guardian to present documentation to establish that s/he has the necessary legal authority under applicable law to represent the Retiree. Additionally, in the case of a Net Plan child's benefit, the Tax Office may recognize the person or persons to whom the SRP pays the benefit on the child's behalf as the child's representative for purposes of this Rule.

Confidentiality

3.13 The Bank Group shall maintain the confidentiality of all personal tax data, which will be accessible only by the Bank Group Staff Members who administer the Tax Supplement program, or by the Bank Group's auditors, as provided in paragraph 3.03, "Correct and Complete Information Required," and paragraphs 3.08-3.10, "Verification Procedures," of this Rule.

Adjustments

3.14 Any payment in excess of the amount due to a Retiree under this Rule may be collected as an adjustment to a future payment or payments owing to that individual (or to his/her Beneficiary or estate) under this Rule, or may be collected as provided in Staff Rule 11.01, "Claims," paragraph 3.05. In the event of a payment to a Retiree that is less than the amount due under this Rule, the Tax Office shall remit the remaining amount due to the Retiree by making a separate payment or by adjusting a future payment, if any, as it may reasonably determine with reference to the amount due.
Changes to Calculation Methodologies and Procedures

3.15 The Bank Group reserves the right to amend this Rule from time to time, consistent with the Bank Group's obligation to provide Tax Supplements on Net Plan benefits in accordance with the policy approved by the Executive Directors and then in effect. This includes, without limitation, the Bank Group's right to adjust or modify the calculation methodologies and procedures set forth herein.

04. Tax Supplements for Lump Sum Payments

Eligibility

4.01 Retirees and Beneficiaries who receive a Lump Sum benefit from the Net Plan that is subject to immediate or deferred income taxes may apply for a Tax Supplement computed under paragraphs 4.01-4.08, "Tax Supplements for Lump Sum Payments," of this Rule.

Amount of the Tax Supplement

4.02 The Tax Supplement on Lump Sum payments will be calculated as provided under paragraphs 4.01-4.08, "Tax Supplements for Lump Sum Payments," of this Rule.

Lump Sum Tax Supplement for U.S. Tax Residents

4.03 Tax Supplement on Immediate Lump Sum Payments. If a Retiree receives a Lump Sum from the SRP in the calendar year of the Retiree's separation from the Bank Group or in the following calendar year, and if that Lump Sum is taxable in the U.S., the Tax Supplement on the SRP Lump Sum will be calculated in the manner described in this paragraph. The Tax Office shall:

   a. Calculate the Retiree's target replacement income, which will equal 70% of the Retiree's final Net Salary less the annual amount that would be payable if the nontaxable portion of the Retiree's Lump Sum were converted into an annuity commencing on the date the Retiree received the Lump Sum, using reasonable actuarial assumptions as determined by the Tax Office.
   b. Calculate the hypothetical U.S. Income Taxes that would be imposed on an Adjusted Gross Income equal to the Retiree's target replacement income. The calculation will include state and local income taxes based on the Retiree's place of residence as of the Retiree's last day of Bank Group employment, and will assume a single filing status, one personal exemption, and the Average Deductions for an Adjusted Gross Income equal to the Retiree's target replacement income.
   c. Compute an effective tax rate by dividing the amount of hypothetical U.S. Income Taxes by the target replacement income.
   d. Multiply the taxable portion of the Retiree's Lump Sum payment by the effective tax rate to determine the amount of the Retiree's Tax Supplement.
   e. If the Retiree's Tax Supplement is taxable in the United States, the Tax Office will calculate an additional component of the Tax Supplement, representing the tax gross up of the Tax Supplement. This additional component is calculated by treating the Tax Supplement calculated in the preceding step as compensation subject to a tax allowance under Staff Rule 6.04, "Tax Allowance." This additional component of the Tax Supplement will be included as part of the Retiree's tax allowance payment for the applicable year.

4.04 Tax Supplement on Deferred Lump Sum Payments. If a Retiree receives a Lump Sum from the SRP during or after the second calendar year following the calendar year in which the Retiree separates from the Bank Group, and when the Retiree is a U.S. tax resident, the Tax Supplement on the SRP Lump Sum will be calculated in the manner described in this paragraph. The Tax Office shall:

   a. Calculate the Retiree's target replacement income in the same manner as specified under paragraph 4.03 (a) of this Rule, with a cost of living adjustment for the period during which the Retiree's Lump Sum was deferred, as reasonably determined by the Tax Office.
   b. Gross up the Retiree's target replacement income for taxes. The grossed up target replacement income will include U.S. Income Taxes based on the Retiree's place of residence as of the date the Retiree receives the deferred Lump Sum payment, and the calculation will assume a single filing status, one personal exemption, and the Average Deductions for an Adjusted Gross Income equal to the Retiree's target replacement income.
   c. Multiply the taxable portion of the Retiree's Lump Sum payment by the following fraction: (a) the grossed up target replacement income less the target replacement income, over (b) the target replacement income. The resulting amount is the Retiree's Lump Sum Tax Supplement.
4.05 Tax Supplement on Lump Sum Death Benefits.

a. Except as provided in paragraph 4.05 (b) of this Rule, if a Beneficiary of a deceased Net Plan participant or Retiree is a U.S. tax resident and receives a Net Plan Lump Sum death benefit, the Beneficiary's Tax Supplement will be determined in the same manner as the Tax Supplement on deferred Lump Sum payments, as provided in paragraph 4.04 of this Rule.

b. If the deceased Net Plan participant or Retiree was not a U.S. citizen and if the Tax Supplement is paid to the Beneficiary by the end of the calendar year following the calendar year of the participant's or Retiree's separation from the Bank Group, the Beneficiary's Tax Supplement will be calculated under paragraph 4.04 of this Rule, but without regard to paragraph 4.03 (e) of this Rule.

c. For purposes of this paragraph 4.05, the Beneficiary's Tax Supplement for state and local income taxes will be calculated based on the Beneficiary's place of residence.

4.06 Rollover Assumption. If a Retiree's SRP Lump Sum is taxable in the U.S., the Tax Supplement on the Retiree's SRP Lump Sum will be calculated under paragraphs 4.03, 4.04 or 4.05 of this Rule, as applicable, based on the assumption that the Retiree will (i) defer U.S. Income Taxes by transferring the taxable amount of the Lump Sum into a traditional (i.e. pre-tax) individual retirement account, or to a U.S. tax qualified retirement plan of another employer; and (ii) withdraw the amounts from the account or plan over a number of years during retirement. The Lump Sum Tax Supplement, determined under paragraphs 4.03, 4.04 or 4.05 of this Rule, is final compensation for the Retiree's approximate future tax liability when the Retiree withdraws amounts from the account or employer plan. Once the Tax Supplement on a Lump Sum payment is paid, the Bank Group will have no future liability for tax payments on the Lump Sum payment. Retirees who choose not to manage the taxation of the Lump Sum payment in the tax-efficient manner assumed will be responsible for any additional taxes and/or penalties.

4.07 Lump Sum Distributions from the SSRP. Tax Supplements on Lump Sum distributions from the SSRP will be calculated in the same manner as provided in paragraphs 4.03, 4.04 or 4.05 of this Rule, as applicable, unless the Retiree is a U.S. citizen and receives the SSRP Lump Sum payment upon separation from the Bank Group. In that case, the Tax Office will calculate a Tax Supplement on the SSRP Lump Sum payment by treating the taxable amount of the payment as compensation subject to a tax allowance under Staff Rule 6.04, "Tax Allowance," and the Tax Supplement will be paid as part of the Retiree's tax allowance for the applicable year.

4.08 Application and Payment Deadlines for U.S. Lump Sum Tax Supplements. Retirees who have received a Lump Sum payment that is subject to income tax in the U.S. must apply for a Tax Supplement no later than October 31 of the calendar year following the calendar year in which the Lump Sum payment is distributed from the SRP. In the case of a Retiree (or a Beneficiary thereof) who was a U.S. citizen upon separation from the Bank Group, and in accordance with U.S. tax regulations, no Tax Supplement will be payable after the end of the tax year following the tax year in which the taxes, for which a Tax Supplement is sought, are remitted to tax authorities.

Lump Sum Tax Supplement for Non-U.S. Tax Residents

4.09 Retirees who receive a Lump Sum payment, whether immediate or deferred, that is subject to income tax outside the U.S. may apply for a Tax Supplement, as provided under paragraphs 4.09-4.12, "Lump Sum Tax Supplement for Non-U.S. Tax Residents," of this Rule.

4.10 Calculation if the Retiree may defer tax on the Lump Sum payment. If the taxing country allows for the deferral of income taxes on the Lump Sum payment, the Retiree's Tax Supplement will be calculated in a manner that follows the applicable methodology described in paragraphs 4.03-4.08, "Lump Sum Tax Supplement for U.S. Tax Residents," of this Rule, and the tax calculations will be performed by applying the tax rules and rates of the taxing country as reasonably determined by the Tax Office.

4.11 Calculation if the Lump Sum payment is taxable in the year received, with no option to defer tax. If the taxing country does not allow for the deferral of income taxes on the Lump Sum payment, and treats the Lump Sum payment as taxable income in the year it is paid, the Retiree's Tax Supplement on the Lump Sum payment shall be computed as (i) divided by (ii) times (iii), where (i), (ii) and (iii) are defined as follows:

i. The taxable amount of the Lump Sum;
ii. The Retiree's total Adjusted Gross Income;
iii. The Retiree's total income tax.

4.12 If the Tax Supplement is taxable, it will be grossed up to include the income tax on the Tax Supplement itself.

4.13 The Lump Sum Tax Supplement calculation for non-U.S. taxes shall be performed in a manner reasonably
determined by the Tax Office after considering the applicable income tax legislation and the practicability of alternative methods of calculation.

4.14 **Deadline for Tax Supplement applications.** An application for a non-U.S. Lump Sum Tax Supplement for a particular tax year must be submitted no later than the end of the tax year after the tax year in which the Lump Sum payment was received, or, where a retiree presents circumstances that justify a delayed submission, a later date as approved by the Tax Office.

## 05. Tax Supplements on Annuities

### Eligibility

5.01 Retirees who incur income tax liabilities on the receipt of a Net Plan Annuity may apply for a Tax Supplement computed under paragraphs 5.01-5.09, "Tax Supplements on Annuities," of this Rule.

### Tax Supplement for U.S. Tax Residents receiving Annuities

5.02 The Tax Supplements on annuities received by U.S. tax residents will be calculated in the manner described in this paragraph:

a. The Annuity Tax Supplement for a tax year is calculated as (i) divided by (ii) times (iii), where (i), (ii) and (iii) are defined as follows:
   i. The amount of the taxable Annuity plus taxable Tax Supplement payments paid to the Retiree during the year;
   ii. The Retiree's total Adjusted Gross Income;
   iii. The Retiree's U.S. Income Taxes (other than federal alternative minimum tax).

In addition, the Tax Supplement will compensate the Retiree for the portion of any alternative minimum tax allocable on a pro rata basis to the Retiree's taxable Annuity and Tax Supplement.

b. For purposes of the calculation in paragraph 5.02 (a) of this Rule, the following shall apply:
   i. Any foreign earned income exclusion or items of income that are subject to special tax rates (e.g. long-term capital gain and qualified dividends) will be disregarded in computing the Retiree's Adjusted Gross Income. The Retiree will need to provide data on these items so that the Bank Group can disregard them in computing the Retiree's Tax Supplement.
   ii. The calculation will be based on the greater of the Retiree's actual itemized deductions or the standard deduction.
   iii. The calculation will take into account other relevant deductions and/or credits allowed under applicable income tax legislation, as reasonably determined by the Tax Office.

### U.S. Annuity Tax Supplement Application

5.03 **Applying for Quarterly Tax Supplement Payments.** If an Annuity is taxable in the U.S., the Retiree may apply to receive quarterly payments of Tax Supplement in advance of the deadlines for paying estimated tax. The quarterly Tax Supplement payments will be based on the Retiree's estimated data for the tax year. The application must be submitted in advance of the deadlines announced by the Tax Office. After the Retiree finalizes his/her tax returns for the year for which the Retiree received quarterly Tax Supplement payments, the Retiree must update the estimated data previously provided in the Retiree's application for that year to match the entries from his/her final tax return for the year. The update must be submitted by October 31 of the year following the year to which the Tax Supplement application relates. The Retiree's Tax Supplement for the year will be recalculated based on the final data, and any adjustment will be reflected in a subsequent Tax Supplement payment. If a Retiree fails to update estimated data by the deadline stated above, the Tax Office may suspend further tax allowance payments to the Retiree and/or require the Retiree to repay the quarterly Tax Supplement payments received for the applicable year, in accordance with paragraph 3.03 of this Rule.

5.04 **Final Data Tax Supplement.** Alternatively, Retirees may apply for a Tax Supplement after the close of the applicable tax year based on final data from his/her tax returns no later than October 31 of the year following the tax year to which the Tax Supplement application relates.

5.05 **Required Information.** On the Tax Supplement application, Retirees must provide certain actual and/or estimated data, as applicable, for the year for which a Tax Supplement is requested. Retirees may decline to disclose all non-SRP income, in which case the Annuity Tax Supplement will be calculated based on (i) the other
data provided in the application and (ii) the assumption that the Net Plan Annuity and Tax Supplement received during the year are the Retiree’s only items of taxable income during the tax year.

Time of Payment of Tax Supplements to U.S. Tax Residents

5.06 If a Retiree applies for quarterly payments of Tax Supplement on an Annuity in accordance with paragraph 5.03 of this Rule, the payments will be made in accordance with a schedule published by the Tax Office. The quarterly payment dates will be at least one week in advance of the U.S. federal estimated tax payments due in April, June, and September, and the fourth quarterly payment will be made before the end of the calendar year.

5.07 Except as provided in paragraph 5.08 of this Rule, if a Retiree does not apply for quarterly payment, but applies for a final data Tax Supplement after the close of a tax year, in accordance with paragraph 5.04 of this Rule, the Tax Supplement for that tax year will be paid in a single sum within 120 days after the Tax Supplement application has been submitted.

5.08 In the case of Retirees who were U.S. citizens on the date of separation from the Bank Group, in accordance with U.S. tax regulations, no Tax Supplement will be payable after the end of the tax year following the tax year in which the taxes, for which a Tax Supplement is sought, are remitted to tax authorities.

Annuities Taxable Outside the U.S.

5.09 If an Annuity is taxable in a country other than the U.S., the Retiree may apply for an Annuity Tax Supplement calculated and payable as determined by the Manager, Accounting Business Services, or a designated official. The application for a tax year should be submitted by the end of the calendar year in which the Retiree must file the tax return for that tax year. The Tax Supplement will be calculated in a manner consistent with the methodology used for U.S. taxable annuities, as set forth in paragraph 5.02 of this Rule, as the Manager, Accounting Business Services, or a designated official, will decide, after considering both the applicable income tax legislation and the practicability of alternative methods of calculation. If a Retiree requests an Annuity Tax Supplement for taxes paid outside the U.S., the Retiree will need to comply with the applicable verification requirements set forth in paragraphs 3.08-3.10, "Verification Procedures," of this Rule.

06. Social Security Tax Reimbursement

Partial Reimbursement for Compulsory Social Security Taxation

6.01 If a Retiree is required to pay social security taxes on Net Plan benefits or Tax Supplements, the Retiree will receive a reimbursement for a portion of these taxes as provided in this section. No reimbursement shall be paid for social security taxes or contributions that are not compulsory.

U.S. Social Security Taxes

6.02 All or a portion of the Tax Supplement and any SSRP benefit provided to U.S. citizens may be subject to social security and Medicare taxation, paid in the form of self-employment tax. The reimbursement of such taxes will equal the difference between (a) the amount of the Retiree’s self-employment tax liability on the Tax Supplement and any SSRP benefit and (b) what the Retiree’s liability for social security and Medicare taxes would have been had the Tax Supplement and any SSRP benefit been paid by a U.S. private sector employer. If the Retiree receives amounts other than the Tax Supplement and any SSRP benefit that are subject to social security taxes during the year, and if the Retiree’s total social security earnings for the year exceed the annual limit on social security wages, the Bank Group may reduce the Retiree’s reimbursement taking into account the employer portion of the social security tax paid on such other earnings.

Social Security Taxes Outside the U.S.

6.03 If Net Plan benefits or Tax Supplements are subject to compulsory national social security taxation outside the U.S., the Bank Group will reimburse a portion of such taxes in a manner consistent with the methodology described in paragraph 6.02 of this Rule, as the Director, HR Compensation and Performance, and the Manager, Accounting Business Services (or their designees) will jointly decide, after considering the nature of the applicable social security scheme and taking into account other relevant factors.

Time of Payment
6.04 Reimbursements of U.S. social security taxes will be paid when the pension Tax Supplement is paid, to the extent possible. Other social security tax reimbursements will be made at times determined by the Manager, Accounting Business Services, or a designated official.

SECTION IV – EXCEPTION
None

SECTION V – WAIVER
The Issuers, or their designees, may waive any provision of this Rule, with respect to their staff members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI – OTHER PROVISIONS
None

SECTION VII – TEMPORARY PROVISIONS
None.

SECTION VIII – EFFECTIVE DATE
This Rule is effective for payments from the Net Plan made during tax years beginning on or after January 1, 2017. This Rule also describes the practice in place for Net Plan payments made during the tax year beginning in 2016.

SECTION IX – ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP

IFC Executive Vice President and CEO, CEXVP

MIGA Executive Vice President and CEO, MIGEX

SECTION X – SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP

Director, IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

Director, WFA Financial Controls, WFAFC

SECTION XI – RELATED DOCUMENTS
None

ANNEX(ES)
None

Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.20 Retirement Benefits

01. Subject and Applicability
Subject

1.01 This Rule sets forth and refers to provisions under which retirement benefits are made available to staff members. This Rule is effective December 13, 2007.

Applicability

1.02 Except where otherwise specified, this Rule applies to all staff members.

02. Participation in The Staff Retirement Plan

2.01 The Staff Retirement Plan (hereafter the "Plan") provides for retirement benefits for staff members who participate in the Plan. The Plan also provides for death-in-service benefits and other benefits. Participation in the Plan and the payment of benefits thereafter are governed by its provisions. Certain Termination Grants accrued before April 15, 1998 by staff who held Local, Regular or Local, Fixed Term appointments are also paid by the Plan, in accordance with Plan terms. The text of the Plan is published separately from this Staff Manual.

03. Transfers to and from Other Pension Plans

3.01 The Bank Group may enter into pension transfer agreements with other organizations. Under terms and conditions set out in each agreement and in the Plan, a participant in the Plan may:

a. upon becoming a participant, transfer pension credits under the pension plan of one of the specified organizations to the Plan;

b. upon ceasing to be a participant, transfer pension credits under the Plan to the pension plan of one of the specified organizations.
04. Participation in Another Employer's Pension Plan

4.01 A staff member who becomes a participant in the Plan may not accrue benefits in another employer's pension plan in respect of any period during which he is a participant in contributory service in the Plan. The Vice President of Human Resources or a designated official may waive this requirement if participation in another employer's pension plan is mandatory and such a waiver is in the interests of the Bank Group.

4.02 An Executive Director, an Alternate Executive Director, a Senior Advisor to an Executive Director or an Advisor to an Executive Director who elects not to participate in the Plan, may continue during his or her service for the Bank Group to accrue benefits in a retirement plan sponsored by a previous employer if the terms of that plan allow continued participation. If continued participation is dependent on the payment of employer contributions, the staff member may apply to the Pension Benefits Administrator to have the Bank Group pay such contributions. The application must be made within a period of six months following the effective date of the staff member's appointment, must include documentation sufficient to substantiate that the plan is a retirement plan sponsored by the employer, and must specify the amount of employer contributions required to effect continued participation.

4.03 The Bank Group will pay to the employer only the amount of employer contributions required to effect continued participation but in no event will such payment exceed a percentage, determined by the Pension Benefits Administrator from time to time taking account of the level of the Bank Group's contributions to the Plan, and the staff member's salary. The current limit is 20% of the employee's annual net salary.

4.04 The Bank Group will not pay a tax allowance in respect of any tax which may be levied on any contribution it has made to another employer's pension plan nor on any benefit payable from such plan.

05. Restoration of Termination Grant Service Outside of the Plan

Eligibility

5.01 Staff who are eligible for participation in the Plan and who held Local, Regular or Local, Fixed Term appointments before April 15, 1998 and who were paid a Termination Grant upon the cessation of such appointments in a Country Office on or before April 15, 1998 may restore their Termination Grant service by repaying the Termination Grant previously received, plus interest, in accordance with the terms set forth in this Section. Termination Grant payments after April 15, 1998 are not eligible for restoration through this Rule, but may be eligible for restoration as part of the Plan. Any benefit for Termination Grant service restored under this section shall be paid by the Bank Group on the last day of service as set forth in Section 6 of this Rule, and shall be disregarded for purposes of determining any Termination Grant benefit that may also be payable by the Plan.

5.02 Staff who restored Termination Grant service under the provisions of this Section may restore such service again under the same provisions upon later reappointment, except that interest shall be calculated from the date of payment of the restored amount to the repayment date after reappointment. Staff who are eligible to restore Termination Grant service and who do not restore such service prior to termination of employment may not restore such service upon later reappointment.

Country Office Payment Date

5.03 The Country Office Payment Date shall be the actual payment date of the Termination Grant, unless a record of payment is not available. If a record of payment is not available, the Country Office Payment date shall be the day on which the staff member's appointment to which the payment related ceased.

Country Office Annual Net Salary
5.04 The Country Office Annual Net Salary shall be the actual annual net salary used to compute the Termination Grant payment, unless a record of payment is not available. If a record of payment is not available, the Country Office Annual Net Salary shall be the annual net salary in the Human Resources personnel database as of the Country Office Payment Date.

Eligible Country Office Termination Grant Service

5.05 Eligible Country Office Termination Grant Service shall be periods of employment prior to the Country Office Payment Date on a Local, Regular or Local, Fixed Term appointment, less any periods of Leave Without Pay in excess of 30 days, plus periods of employment on a Temporary appointment that were eligible for Termination Grant service. If a staff member worked in partial pay status during the Eligible Country Office Termination Grant Service, such Eligible Country Office Termination Grant Service shall be reduced proportionately.

Country Office Payment Amount

5.06 The Country Office Payment Amount shall be the actual payment amount of the Termination Grant, unless a record of payment is not available. If a record of payment is not available, the Country Office Payment Amount shall be 14% of the staff member's Country Office Annual Net Salary multiplied by the number of years (including fractions thereof) of Eligible Country Office Termination Grant Service unless the Country Office Payment Date was prior to January 1, 1981. In such cases, the Country Office Payment Amount shall be 10% of the staff member's Country Office Annual Net Salary multiplied by the number of years (including fractions thereof) of Eligible Country Office Termination Grant Service for service prior to August 1, 1979, and 14% of the staff member's Country Office Annual Net Salary multiplied by the number of years (including fractions thereof) of Eligible Country Office Termination Grant Service for service starting August 1, 1979.

Interest Rate

5.07 The Plan interest rate shall be used to compute interest on Country Office Payment Amounts.

Repayment Amount and Currency

5.08 The Repayment Amount shall be the Country Office Payment Amount plus compounded interest from the Country Office Payment Date to the repayment date. The Country Office Payment Amount shall be converted from the currency of the original payment (or if unknown, the currency of salary during the period of termination grant service) to U.S. dollars using the Bank Group currency exchange rate in effect on the Country Office Payment Date. The interest rate shall be applied to the U.S. dollar-denominated payment amount. If the staff member is not paid in U.S. dollars on the date of restoration, the Repayment Amount shall be converted into the staff member's salary currency as of the date of repayment.

Repayment Terms

5.09 The Repayment Amount must be received prior to the earlier of the staff member's termination date or five years from the notification of eligibility for restoration under this Section. If repayment is not received within the 5-year repayment period, eligibility for restoration ceases.

Multiple Country Office Assignments

5.10 If a staff member has Eligible Country Office Termination Grant Service in two or more Country Offices, the staff member may restore all eligible service for which a Termination Grant was received. A Repayment Amount including interest will be calculated separately for each Country Office assignment.
06. Restored Termination Grant Benefit Calculation at end of Employment

6.01 Staff who restore their Termination Grant service under the provisions of Section 6 of this Rule shall receive the restored Termination Grant benefit in the form of a lump-sum payment at the end of employment from a Regular, Open or Term appointment. The restored Termination Grant benefit amount shall be the number of years and fraction thereof of restored Eligible Country Office Termination Grant Service times final annual net salary on date of termination times a valuation factor.

Valuation Factor

6.02 The valuation factor shall be 21% for staff who meet the following criteria:

   a. active participation in the Plan on January 1, 2002; and

   b. 120 calendar days or less between the end of the Country Office appointment that resulted in the Termination Grant payment and the commencement of the subsequent Regular, Fixed Term, Local, Regular, Local, Fixed Term, Long-Term Consultant, or Long-Term Temporary appointment, unless the appointment letter for the later appointment was issued within 120 days of the effective date of the end of the Country Office appointment.

6.03 The valuation factor shall be 21% for staff who restored a Termination Grant that, when last paid to the staff member, was computed with a value of 21% for each year and fraction thereof of eligible service.

6.04 The valuation factor shall be 14% for other eligible restorations of Termination Grants that were paid at 14% of the staff member's annual net salary for each year of service, and 10% for eligible restorations of Termination Grants that were paid at 10% of the staff member's annual net salary for each year of service.

Tax Allowance

6.05 The Bank Group will pay a tax allowance in respect of a restored benefit paid to an eligible staff member in accordance with provisions of Rule 6.04.

Beneficiary

6.06 In the event of the death in service of a staff member who has restored Termination Grant service under the provisions of Section 5 of this Rule, the Bank Group will pay the benefit to the beneficiary receiving the death benefits payable under the Plan.

Annex A: Organizations with Which the Bank has Concluded Pension Transfer Agreements

This Annex was most recently amended on September 28, 2011


2. The Bank Group and the International Monetary Fund completed a transfer agreement effective June 1, 2007.

3. The Bank Group and the Inter American Development Bank completed a transfer agreement effective January 1, 2011.
06 Compensation
06.21 Mobility Premium

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive sets forth the provisions under which the Bank Group provides expatriate staff members reasonable assistance to help them maintain their cultural, professional and personal links with their home countries.

1.02 This Directive applies to the World Bank Group and appears as Staff Rule 6.21.

SECTION II - DEFINITIONS
1.01 In addition to the definitions in Staff Rule 1.01, "General Provisions," for purposes of this Rule, the following definitions apply:

1.02 Dependent Child is as defined in Staff Rule 1.01.

1.03 Eligibility Period means, for staff appointed before January 1, 2016, a period of 10 years, and for staff appointed on or after January 1, 2016, a period of five years, commencing from a staff member's entry on duty or reassignment to the U.S.

1.04 Home Country means the country of which the staff member is a citizen at the time of appointment, or if a staff member is a citizen of more than one country, the country of citizenship in which the staff member had resided most recently prior to appointment to the Bank Group, unless otherwise determined by the Manager, HR Operations or his/her designee.

1.05 Midpoint means the point in the salary scale broadly aligned with the U.S. labor market at the 75th percentile of salaries. Midpoints are published by the World Bank Group Human Resources Vice President, HRDVP, at the time of the annual salary review.

1.06 Permanent Resident means a person who holds U.S. permanent resident or refugee status, or a person whose adjustment to U.S. permanent resident or refugee status has been approved by the U.S. authorities, or a person who has been admitted to the U.S. for the purpose of permanent residence.

1.07 Zones A and B mean the home country travel zones specified in Annex A.
SECTION III - SCOPE

01. Eligibility for Mobility Premium

1.01 The Bank Group will pay a mobility premium to a staff member on Open-Ended or Term appointment in a position at Grade Level GF and above in a duty station in the United States on or after July 1, 1999, provided that the staff member is not a citizen or permanent resident of the U.S. at any time in the 12 months preceding appointment or at any time after appointment.

1.02 In the event that a staff member eligible for mobility premium relinquishes the citizenship held on appointment but does not become a citizen of the duty station country, a new determination of the staff member's home country will be made by the Manager, HR Operations, or his/her designee.

1.03 A staff member who is not eligible for mobility premium, but who relinquishes citizenship or permanent resident status in the duty station country subsequent to appointment or in the 12 months preceding appointment does not become eligible for mobility premium benefits.

Amount of Mobility Premium (for staff appointed before January 1, 2016)

1.04 The amount of the mobility premium will be calculated with respect to a staff member appointed before January 1, 2016, his/her spouse or domestic partner, and each dependent child by multiplying the Midpoint of Grade GG by the sum of the applicable percentages for each of these individuals based on the zone corresponding to the staff member's home country:

<table>
<thead>
<tr>
<th>Zone A</th>
<th>Zone B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Member</td>
<td>7%</td>
</tr>
<tr>
<td>Spouse/Domestic Partner</td>
<td>5%</td>
</tr>
<tr>
<td>Each Dependent Child</td>
<td>4%</td>
</tr>
</tbody>
</table>

1.05 During years 1 through 4 of the Eligibility Period, the full amount of the mobility premium will be paid. During years 5 through 10 of the Eligibility Period, the amount of the mobility premium will be determined by multiplying the full amount of the mobility premium by the following percentages:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 5</td>
<td>85%</td>
</tr>
<tr>
<td>Year 6</td>
<td>70%</td>
</tr>
<tr>
<td>Year 7</td>
<td>55%</td>
</tr>
<tr>
<td>Year 8</td>
<td>40%</td>
</tr>
<tr>
<td>Year 9</td>
<td>25%</td>
</tr>
<tr>
<td>Year 10</td>
<td>10%</td>
</tr>
<tr>
<td>Years 11 and over</td>
<td>0%</td>
</tr>
</tbody>
</table>

Amount of mobility premium (for staff appointed on or after January 1, 2016)

1.06 The amount of the mobility premium will be calculated and paid over an Eligibility Period of five years, with respect to a staff member appointed after January 1, 2016, his/her spouse or domestic partner, and each dependent child by multiplying the Midpoint of grade GG by the sum of the applicable percentages for each of these individuals:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Member</td>
<td>11%</td>
</tr>
<tr>
<td>Spouse/Domestic Partner</td>
<td>5%</td>
</tr>
<tr>
<td>Each Dependent Child</td>
<td>4%</td>
</tr>
</tbody>
</table>

Payment of Mobility Premium
1.07 Mobility premium payments Section III, paragraphs 1.04 and 1.06 above are made quarterly in arrears on the last day of March, June, September and December based on the family size and applicable percentage at the beginning of the quarter.

Suspension of Eligibility Period

1.08 The eligibility period will be suspended immediately and the mobility premium will not be paid when a staff member is telecommuting outside of the country of the duty station or on external service without pay, leave without pay, or assignment to a duty station outside of the U.S. Upon a staff member's return from telecommuting outside of the country of the duty station, external service without pay, leave without pay, or assignment from a duty station outside of the U.S., his/her eligibility for mobility premium will be determined as follows:

a. A staff member returning to the U.S. after an assignment of less than ten consecutive years will have his/her eligibility period and payments of the mobility premium be resumed at the point that they were suspended.

b. A staff member returning to the U.S. after January 1, 2016 to a position at Level GF and above on an assignment of ten or more consecutive years in the duty station outside the U.S. will be eligible for mobility premium in accordance with the Eligibility Period under Section III, paragraph 1.06 above.

Change in Position

1.09 Changes in a position will have the following impact on the staff member’s eligibility for mobility premium:

a. A staff member appointed to a position at Level GE and below outside the U.S becomes eligible for a mobility premium upon reassignment to a position at Level GF and above in the U.S.

b. A staff member appointed to a position at Level GE and below in the U.S. does not become eligible for a mobility premium if the staff member is reassigned or promoted to a position at Level GF and above in the U.S., unless a staff member receives a Young Professional appointment.

c. A staff member appointed to a position at Level GE and below in the U.S., and subsequently assigned to a position at Level GF and above outside the U.S. for ten or more consecutive years, becomes eligible for a mobility premium upon return to the U.S. to a position at Level GF and above.

Reappointment

1.10 Staff member’s eligibility for a mobility premium upon reappointment to an Open-Ended, Term, or Executive Director’s Advisor position after January 1, 2016 will be determined as follows:

a. If a staff member was eligible for a mobility premium within 3 years immediately preceding reappointment, the Eligibility Period will resume, following the schedule set forth in Section III, paragraph 1.05 above at the point that they ceased when a staff member terminated service with the Bank Group. The total number of years in the Eligibility Period will not exceed five years.

b. If a staff member was eligible for home country travel or education benefits within 3 years immediately preceding reappointment, the staff member will be ineligible for mobility premium.

c. If a staff member was eligible for a mobility premium, home country travel, or education benefits more than 3 years prior to reappointment, the staff member will be eligible for mobility premium in accordance with the Eligibility Period under Section III, paragraph 1.06 above.

02. Bank Group and Bank Group/IMF Couple

Bank/Bank Couples

2.01 If Bank Group staff members married to each other or registered as domestic partners of each other are both eligible for a mobility premium, only one staff member will receive a mobility premium. The Bank Group will pay the mobility premium to whomever of the two the staff members direct, with the payments based on that staff member’s zone (in case of staff appointed prior to January 1, 2016) and eligibility period. If such staff members divorce or terminate their domestic partnership, each staff member will receive mobility premium payments based on the staff member’s own zone (in case of staff appointed prior to January 1, 2016) and eligibility period. If one such staff member ends employment while his/her spouse/domestic partner remains employed, the remaining staff member will receive mobility premium based on his or her own zone (in case of staff appointed prior to January 1, 2016) and eligibility period.

2.02 If Bank Group staff members are married to each other or registered as domestic partners of each other and
one is eligible for a mobility premium and the other is eligible for home country travel and education benefits, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, one of the following:

a. A **mobility premium**, in which case the Bank Group will pay the premium to the staff member who is eligible for that benefit, with the payments based on that staff member's zone (in case of staff appointed prior to January 1, 2016) and eligibility period. At the end of the eligibility period, neither staff member will be eligible for home country travel and education benefits. If such staff members divorce or terminate their domestic partnership before completing the eligibility period, each staff member will receive mobility premium payments based on the staff member's own zone (in case of staff appointed prior to January 1, 2016) and their common eligibility period. If either staff member terminates employment or ceases to be eligible for a mobility premium prior to completing the eligibility period, the remaining staff member will receive mobility premium payments based on his/her own zone (in case of staff appointed prior to January 1, 2016) and the common eligibility period; or

b. **Home country travel and education benefits**, in which case both staff members will be eligible for those benefits in accordance with Staff Rule 6.13 and Staff Rule 6.14.

**Bank/IMF Couples**

2.03 A Bank/IMF couple consists of a Bank Group staff member who; (a) is married to an IMF staff member; or (b) has registered an IMF staff member as a domestic partner; or (c) is registered as a domestic partner of an IMF staff member.

2.04 If a Bank Group staff member eligible for a mobility premium becomes a Bank/IMF couple with an IMF staff member eligible for home country travel and education benefits on or before March 31, 2003, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, either a mobility premium as provided by the Bank Group, or home country travel and education benefits as provided by the IMF. If such staff members divorce or terminate their domestic partnership or if the IMF staff member terminates employment or ceases to be eligible for expatriate benefits, the Bank Group staff member, depending on the election made, will continue to receive either the mobility premium for the remainder of the eligibility period or the home country travel and education benefits as provided by the Bank Group.

2.05 If a Bank Group staff member eligible for a mobility premium becomes a Bank/IMF couple with an IMF staff member eligible for home country travel and education benefits on or after April 1, 2003, the Bank Group staff member's mobility premium will be determined under Section III, paragraph 2.02 above, excluding the IMF staff member and any child(ren) for whom dependency allowance is paid by the IMF. The IMF staff member and the claimed dependent child(ren) will receive home country travel and education benefits from the IMF in accordance with its applicable policies.

**Irrevocable Election**

2.06 Elections made by Bank/Bank and Bank/IMF couples with respect to the mobility premium and the home country travel and education benefits in Section III, paragraphs 2.02 and 2.04 are irrevocable.
SECTION VIII - EFFECTIVE DATE
Effective Date for this Directive is 1/1/2016.

SECTION IX - ISSUER
World Bank Group Human Resources Vice President, HRDVP;

IFC Executive Vice President and CEO, CEXVP;

MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
Manager, Compensation and Benefits, HRDCB;

Director IFC Human Resource Department, CHRDR;

Director, IBRD/MIGA Client Services, HRDCS

Annex A: Zone A and Zone B Countries

Zone A Destinations [1]

<table>
<thead>
<tr>
<th>Antigua &amp; Barbuda</th>
<th>France</th>
<th>Nicaragua</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austria</td>
<td>Germany, Fed. Rep.</td>
<td>Norway</td>
</tr>
<tr>
<td>Bahamas</td>
<td>Grenada</td>
<td>Panama</td>
</tr>
<tr>
<td>Barbados</td>
<td>Guadeloupe</td>
<td>Peru</td>
</tr>
<tr>
<td>Belgium</td>
<td>Guatemala</td>
<td>Portugal</td>
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<tr>
<td>Belize</td>
<td>Guyana</td>
<td>Saint Kitts</td>
</tr>
<tr>
<td>Bermuda</td>
<td>Guyana, French</td>
<td>Saint Lucia</td>
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<tr>
<td>Canada</td>
<td>Haiti</td>
<td>Saint Vincent</td>
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<tr>
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<td>Honduras</td>
<td>Spain</td>
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<td>Switzerland</td>
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<td>Denmark</td>
<td>Jamaica</td>
<td>Trinidad &amp; Tobago</td>
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<td>Luxembourg</td>
<td>United Kingdom</td>
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Zone B Destinations [1]

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<td>Slovak Republic</td>
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<td>Fiji</td>
<td>Maldives</td>
<td>Somalia</td>
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<td>Mali</td>
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<td>Sri Lanka</td>
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<td>Mauritania</td>
<td>Sudan</td>
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<td>Guinea-Bissau</td>
<td>Mozambique</td>
<td>Thailand</td>
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<td>Myanmar</td>
<td>Togo</td>
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<td>Hungary</td>
<td>Namibia</td>
<td>Tonga</td>
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<td>India</td>
<td>Nepal</td>
<td>Tunisia</td>
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<td>Indonesia</td>
<td>New Caledonia</td>
<td>Turkey</td>
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<tr>
<td>Burkina Faso</td>
<td>Iran, Islamic Rep.</td>
<td>New Zealand</td>
<td>Turkmenistan</td>
</tr>
<tr>
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<td>Iraq</td>
<td>Niger</td>
<td>Tuvalu</td>
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<td>Israel</td>
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<td>Uganda</td>
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<td>Japan</td>
<td>Oman</td>
<td>Ukraine</td>
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<tr>
<td>Cape Verde</td>
<td>Jordan</td>
<td>Pakistan</td>
<td>United Arab Emirates</td>
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<tr>
<td>Chad</td>
<td>Kenya</td>
<td>Paraguay</td>
<td>Uzbekistan</td>
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<tr>
<td>Chile</td>
<td>Kiribati</td>
<td>Philippines</td>
<td>Vanuatu</td>
</tr>
<tr>
<td>China (Beijing)</td>
<td>Korea</td>
<td>Poland</td>
<td>Vietnam</td>
</tr>
<tr>
<td>China (Taipei)</td>
<td>Kuwait</td>
<td>Qatar</td>
<td>West Bank &amp; Gaza</td>
</tr>
<tr>
<td>Comoros</td>
<td>Kyrgyz Republic</td>
<td>Romania</td>
<td>Western Samoa</td>
</tr>
<tr>
<td>Congo, Dem. Rep of</td>
<td>Lao, People's Dem. Rep</td>
<td>Russian Federation</td>
<td>Yemen, Republic of</td>
</tr>
<tr>
<td>Congo, Republic of</td>
<td>Latvia</td>
<td>Rwanda</td>
<td>Yugoslavia</td>
</tr>
<tr>
<td>Cote d'Ivoire</td>
<td>Lebanon</td>
<td>Sao Tome &amp; Principe</td>
<td>Zaire</td>
</tr>
<tr>
<td>Croatia</td>
<td>Lesotho</td>
<td>Saudi Arabia</td>
<td>Zambia</td>
</tr>
<tr>
<td>Cyprus</td>
<td>Liberia</td>
<td>Senegal</td>
<td>Zimbabwe</td>
</tr>
</tbody>
</table>

[1] The Zone designations in this Annex apply only to travel to and from Headquarters. Each field office has its own computation for Zones A and B, based on the “under 9 hours” (Zone A) or “9 hours and over” (Zone B) criteria.

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SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 6.22, "Disability Insurance Program," (hereinafter "Rule") sets out a disability program which provides staff members with compensation in the event they are prevented from working for more than 20 consecutive working days due to an illness or injury, whether work-related or not. The Bank Group pays 100% of the cost of the program.

1.02 This Rule applies to the Staff of the institutions of the World Bank Group.

1.03 This Rule applies to all staff holding Regular, Open-Ended, Term, Local Staff Regular, and Executive Director's Advisor appointments. This Rule does not apply to staff holding Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, or Special Assignment appointments. This Rule applies to all absences commencing on or after July 1, 2012. Absences that commenced prior to July 1, 2012, are covered by the Rule in effect on the date of the absence.

SECTION II - DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. **Director, Health Services Department**: the official within the Bank Group responsible for the provision of health services to the Bank Group staff in accordance with Staff Rule 6.07, "Health Program and Services."

b. **Disability Administrator** refers to the third party administrator contracted by the World Bank Group to administer Disability Benefits claims in accordance with Procedure, "Disability Insurance Program – Claims Procedure."

c. **Disability Benefits** means the benefits available under this program which include approved use of accrued Sick Leave and Disability Pay.

d. **Disability Pay** refers to a payment calculated as a percentage of Net Salary provided during the period of disability once the staff member has met the elimination period and exhausted accrued sick leave.

e. **Disability Status** or **Disability Period** refers to the period during which the Disability Administrator has approved Disability Benefits.

f. **Eligible Survivor** means the staff member's spouse or registered domestic partner, or if there is no spouse or registered domestic partner, the staff member's children to share equally in the benefit.

g. **Elimination Period** refers to a period of absence due to illness or injury which must have elapsed before an individual is eligible to receive Disability Benefits.

h. **Final Net Salary** refers to the net salary earned on the last day of employment during Short-Term Disability
or as of the start of Long-Term Disability.

i. **Manager, Compensation and Benefits** refers to the official within the Bank Group responsible for the administration of the Short-Term and Long-Term Disability programs described in this Rule.

j. **Sick Leave** is defined under Staff Rule 6.06, "Leave," Section 03, "Sick Leave."

k. **Social Security** means any national social security system.

l. **Start of Disability** refers to the first day of absence due to illness or injury which leads to disability, or the first day of the elimination period, or the start of the elimination period.

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**SECTION III - SCOPE**

03. Eligibility

3.01 Staff holding Regular, Opened-Ended, Term, Local Staff Regular, and Executive Director's Advisor appointments are eligible for Disability Benefits from the first day of employment provided they are working at least 20 hours per week, and they are not on Leave Without Pay or External Service Without Pay as of the start of Disability. Staff members whose employment with the Bank Group has ended are not eligible to submit an application for benefits under this Rule.

3.02 Disabilities that result from, are contributed to, or caused by the following are not eligible for benefits under this Rule:

   a. Active participation in a riot
   b. Commission of a crime for which the staff member is convicted

04. Administration

4.01 The Bank Group selects and contracts a Disability Administrator via a rigorous procurement process. The Disability Administrator is authorized by the Bank Group to independently adjudicate claims for Disability Benefits in accordance with the Procedure, "Disability Insurance Program – Claims Procedure." All benefits payable under this program are funded exclusively by the Bank Group upon approval by the Disability Administrator.

4.02 The Bank Group maintains, in accordance with the Procedure, "Disability Insurance Program – Appeals Procedure," an Administrative Review Panel to consider appeals submitted by staff who opt to challenge a decision of the Disability Administrator. The Administrative Review Panel is composed of the Bank Group's Manager, Compensation and Benefits, the Bank Group's Director, Health Services Department, and a representative of the Staff Association appointed by the Executive Committee of the World Bank Group's Staff Association, or their designees.

05. Short-Term Disability (STD)

5.01 **Application for STD.** If a staff member has an injury or illness that results in or is expected to result in an absence from duty of more than 20 working days, an application for Short-Term Disability must be filed with the Disability Administrator by the staff member, or a person designated by the staff member, pursuant to Procedure, "Disability Insurance Program – Claims Procedure," paragraphs 3.01-3.04, "Submission/Receipt of Initial Claim."

5.02 **Elimination Period.** The elimination period for STD is 20 working days of continuous absence due to illness or injury. An absence is also treated as continuous if the staff member returns to work for 7 working days or less during the elimination period. In such cases, the elimination period is extended for the number of days worked during the elimination period.

   a. The first 20 working days of a certified illness or injury are charged against a staff member's accrued Sick Leave balance in accordance with Staff Rule 6.06, "Leave."
   b. If a staff member does not have sufficient accrued Sick Leave to cover the absence during the elimination period, the staff member's manager may grant up to 10 days of advance Sick Leave.
   c. If the staff member still does not have sufficient Sick Leave to cover the absence during the elimination period, the balance must be met by Annual Leave or Leave Without Pay.

**Approval of STD Benefits**

5.03 After meeting the elimination period requirements, the Disability Administrator determines that a staff member is eligible for STD Benefits if, due to illness or injury, the staff member is unable to perform the material duties of
his/her regular job. The staff member is entitled to STD Benefits under paragraphs 7.01-7.15, "Disability Pay," of this Rule once s/he has completed the elimination period. The maximum total period for a staff member to remain on STD is 24 months, including the elimination period.

5.04 If the Disability Administrator determines that the staff member qualifies for STD Benefits, the staff member remains on Short-Term Disability status and exhausts accrued Sick Leave before becoming eligible to receive Disability Pay in accordance paragraphs 7.01-7.15, "Disability Pay," of this Rule.

Denial of an initial application for STD Benefits

5.05 If the Disability Administrator determines that the staff member does not qualify for STD Benefits, the staff member must return to work upon receipt of the decision of the Disability Administrator. If the staff member does not return to work the following business day, s/he is required to request Annual Leave or Leave Without Pay to cover his/her absences until s/he returns to work. In such cases, staff holding Term Appointments cannot claim annual leave or leave without pay beyond the expiration of their appointment.

5.06 Upon receipt of the denial of an initial application, the staff member decides within 14 calendar days whether to request an expedited reconsideration of his/her application by the Disability Administrator pursuant to Procedure, "Disability Insurance Program – Claims Procedure," paragraph 4.6.

Expiration of Term Appointment While on STD

5.07 A staff member on disability status as of the date of expiration of his/her Term Appointment is separated from service unless the appointment is extended according to Staff Rule 4.01, "Appointment," paragraph 7.01, "Extensions," and is not be eligible to use any accrued Sick Leave balances beyond the date of separation. However, said staff member continues to receive Disability Pay as defined in paragraphs 7.01-7.15, "Disability Pay," of this Rule, for up to 24 months of Short-Term Disability provided the Disability Administrator approves said Disability Benefits. The staff member is also eligible for Long-Term Disability provided the Disability Administrator determines that the staff member is disabled pursuant to paragraph 6.02 of this Rule.

End of STD Benefits

5.08 During STD, the Disability Administrator monitors the staff member's condition to assess continued eligibility for STD Benefits. STD Benefits end at any time the Disability Administrator determines, following receipt of a release to work form, that the staff member is no longer disabled. In that event, the Disability Administrator determines, after consulting the Health Services Department and the staff member's management unit if necessary, whether the staff member is able to return to work based on his/her ability to perform the material duties of his/her regular job.

5.09 If the staff member is able to return to work, paragraphs 9.01-9.04, "Return to Work," of this Rule applies. If the staff member is not able to return to work, management decides whether to terminate the staff member in accordance with Staff Rule 7.01, "Ending Employment," paragraphs 7.01-7.06, "Ending Employment as a Consequence of Ill Health."

5.10 If a staff member remains on Short-Term Disability for 20 months from the start of Disability, the Disability Administrator assesses the staff member's eligibility for Long-Term Disability (LTD) Benefits. If, in accordance to said assessment, the Disability Administrator determines that the staff does not qualify for LTD Benefits or will not qualify for Disability Benefits at the conclusion of the 24 months STD period, the provisions of paragraph 5.08, of this Rule, apply.

5.11 Staff who are approved for LTD Benefits following 24 months of STD Benefits, are separated from the Bank Group's employment in accordance with Staff Rule 7.01, "Ending Employment," paragraphs 7.01-7.06, "Ending Employment as a Consequence of Ill Health," and provided LTD Benefits in accordance with paragraphs 6.01-6.04 "Long-Term Disability (LTD)," of this Rule.

5.12 Accrued Sick Leave or Annual Leave cannot be used at the end of the STD period to extend the STD period.

06. Long-Term Disability (LTD)

6.01 Elimination Period. The elimination period for LTD Benefits consists of the 24 months of STD Benefits including the elimination period for STD and any period of Sick Leave.
Approval of LTD Benefits

6.02 The Disability Administrator determines that a staff member is disabled and eligible for LTD Benefits if, due to illness or injury, the staff member is limited from performing the material duties of any occupation for which the staff member is reasonably suited by education, training or experience. The fact that a staff member is unable to perform duties for which s/he would otherwise be qualified due to the loss of a professional or occupational license or certification does not, in itself, constitute a basis for eligibility for LTD Benefits.

6.03 After meeting the elimination period for LTD, staff determined eligible for LTD Benefits by the Disability Administrator receives Disability Pay in accordance with paragraphs 7.01-7.15, "Disability Pay," of this Rule.

6.04 End of LTD Benefits. When the Disability Administrator determines that a former staff member is no longer disabled and is no longer qualified to continue receiving LTD Benefits, the Disability Administrator advises the former staff, with at least 60 days’ notice, that LTD Benefits will cease. Said former staff may be eligible for reappointment to the Bank Group, in accordance with Staff Rule 4.01, "Appointment," paragraphs 8.01-8.06, "Reappointment."

07. Disability Pay

7.01 Disability Pay is calculated at the rate of 70% of Net Salary during STD. Disability Pay after termination of employment from the Bank Group and during LTD is calculated at the rate of 70% of Final Net Salary. Disability Pay is subject to adjustment as of July 1 of each year. The annual adjustment equals the annual cost of living adjustment calculated for Bank Group pensions under the Bank Group's Staff Retirement Plan, applicable to the currency of payment of the Disability Pay. Disability Pay during LTD is disbursed in the currency of the final net salary unless the staff member elects to receive disability pay in another currency of his/her choice.

7.02 Disability Pay under STD is disbursed by the Bank Group in arrears, in semi-monthly installments via payroll deposit. Disability Pay after employment with the Bank Group ends and during LTD is disbursed by the Disability Administrator in arrears, in monthly installments via check or electronic bank deposit.

7.03 Disability Pay under the STD program is provided to eligible staff until the earlier of:

   a. the date the staff member ceases to be disabled;
   b. the date the staff member reaches WBG mandatory retirement;
   c. the date the staff member opts for early retirement under the Bank Group's Staff Retirement Plan;
   d. the date the staff member voluntarily withdraws his/her disability claim;
   e. the date the staff member dies;
   f. the date the staff completes 24 months of absence from the Start of Disability.

7.04 Disability Pay under the LTD program is provided to eligible staff until the earlier of:

   a. the date the staff member ceases to be disabled;
   b. the date the staff member reaches WBG mandatory retirement;
   c. the date the staff member opts for early retirement under the Bank Group's Staff Retirement Plan;
   d. the date the staff member voluntarily withdraws his/her disability claim;
   e. the date the staff member dies.

7.05 If the Disability Pay is taxable in the country of residence, a tax allowance is provided by the Bank Group.

Additional Earnings while on LTD

7.06 Disability Pay under the LTD program is reduced by the Disability Administrator by 50% of any national Social Security benefits received; and by 50% of any other earnings received from any source of employment.

7.07 When receiving additional income during LTD, staff members report their earnings to the Disability Administrator. Upon request, a staff member receiving LTD Disability Pay may be required to provide to the Disability Administrator a copy of his/her actual filed tax return. Failure to report additional earnings or failure to provide, upon request, a copy of the tax return, may result in a referral to the Office of Ethics and Business Conduct pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)."

7.08 Survivor Benefit. When the Disability Administrator receives proof that a staff member or former staff
member receiving Long-Term Disability Benefits has died, a one-time, lump-sum survivor benefit equal to 3 months of Disability Pay is disbursed to an eligible survivor provided that on the date of his/her death, the staff member received Disability Benefits for at least 180 consecutive days. If there are no eligible survivors, payment is made to the estate. However, the survivor benefit is first applied to any overpayment of a disability benefit made and any liabilities that the staff member owed the Bank Group by the staff at the time of death.

Coordination of Bank Group Benefits and Allowances with Disability Pay under STD

7.09 All applicable Bank Group benefits and allowances that are defined in accordance to salary, with the exception of pension and insurance benefits, are computed on the basis of 70% of Net Salary. Pension and all insurance benefits and contributions are based on 100% of Net Salary.

7.10 Staff do not accrue sick, annual, or maternity leave, provided under Staff Rule 6.06, "Leave," and do not use any paid leave benefits while receiving Disability Pay.

7.11 For purposes of the Separation Grant provided under Staff Rule 7.02, "Benefits on Ending Employment," periods during which Disability Pay is received are not considered breaks in service.

Coordination of Bank Group Benefits & Allowances with Disability Pay under LTD

7.12 Former staff who continue to receive Disability Pay under the LTD program are eligible to continue active participation in the Staff Retirement Plan (SRP) until mandatory retirement age and the Bank Group covers both the Bank Group's and the staff member's applicable contributions at 100% of Final Net Salary.

7.13 Former staff who continue to receive Disability Pay under the LTD program and have not commenced receiving a pension from the Bank Group's Staff Retirement Plan participate in the Retiree Medical Insurance Plan or the Retiree Medical Benefits Plan, whichever is applicable, and the Bank Group covers the full cost of the staff member's premium contributions.

7.14 Former staff who continue to receive Disability Pay under the LTD program and have not commenced receiving a pension from the Bank Group's Staff Retirement Plan participate in the Retiree Group Life Insurance Plan and the Bank Group covers the full cost of the staff members' premium contributions. In these cases, the benefits payable are determined as follows:

- a. Under the Retiree Group Life Insurance for HQ staff, 75% of Final Annual Net Salary is payable for basic coverage, and 150% of Final Annual Net Salary is payable for basic + supplementary coverage.
- b. Under the Retiree Group Life Insurance for CO staff, 150% of Final Annual Net Salary is payable, up to a maximum of 1 million USD. This amount reduces each year past age 67.

7.15 Participation in the Retiree Medical Insurance Plan, the Retiree Medical Benefits Plan, and the Retiree Group Life Insurance Plan, in accordance to paragraphs 7.12 and 7.13, of this Rule, cease once the former staff member commences receipt of a pension from the Bank Group's Staff Retirement Plan unless he or she meets the eligibility criteria for participation in these programs like any other eligible retiree, and pays the required contributions.

08. Recurring Disability

8.01 Recurring Disability under STD. If an eligible staff member becomes disabled and the disability is related to, or is due to the same cause(s) as a prior disability for which the Disability Administrator approved STD Benefits, the current disability is treated as part of the prior claim and the staff member does not have to complete another elimination period if the condition recurs within 12 months of the end of the prior STD. If the condition recurs more than 12 months after the end of the prior STD, the current disability is treated as a new claim. Pursuant to paragraph 5.01 of this Rule, the staff member files an application for STD with the Disability Administrator.

8.02 Recurring Disability under LTD. If an eligible staff member becomes disabled and the disability is related to, or is due to the same cause(s) as a prior disability for which the Disability Administrator approved LTD Benefits under a previous appointment, the following applies:

- a. The current disability is treated as part of the prior claim and the staff member does not have to complete another elimination period if the staff member has performed any occupation for the Bank Group on a full time basis for 12 months or less between the prior and current disabilities.
- b. The current disability is treated as a new claim if the staff member has performed any occupation for the Bank Group on a full time basis for more than 12 months between the prior and current disabilities.
8.03 **Unrelated Disabilities.** If an eligible staff member becomes disabled and the current disability is unrelated to a prior disability for which the Disability Administrator approved benefits, the current disability is treated as a new claim. The new claim is subject to all of the provisions of this Rule and the staff member is required to meet a new elimination period.

**09. Return to Work**

9.01 The Bank Group seeks to facilitate the staff member's return to work prior to the completion of 24 months of STD, when the Disability Administrator determines, following receipt of a release to work form, that the staff member is able to perform the material duties of his/her regular job. If said staff member does not return to work upon receipt of the decision of the Disability Administrator, s/he is required to request Annual Leave or Leave Without Pay to cover his/her absences until s/he returns to work.

9.02 During the STD period, the Health Services Department considers appropriate work accommodations to recommend to facilitate the staff member's return to work, with the objective of fulfilling the material duties of his/her regular job on a full time basis. The Director, Health Services Department, or his/her designee, conducts a technical review of such accommodations and consults with the staff member's manager and the Disability Administrator regarding implementation. The managing unit makes a determination on whether the recommended work accommodations can be achieved within the business needs of the unit, and provides the Health Services Department with a final decision on acceptance or further suggested modifications, before implementation of the agreed accommodations. Agreed upon accommodations are provided by the Health Services Department in writing to the Disability Administrator for inclusion in case records and ongoing case management.

9.03 Pursuant to paragraph 9.02 of this Rule, a gradual return-to-work program may be implemented, when appropriate, under which the staff member works at least initially 20% of his/her regular work hours and perform his/her regular duties. Disability Pay in said circumstance is defined at the rate of 100% of Net Salary.

9.04 During the STD period and subsequently during LTD, the Disability Administrator may offer a disabled staff vocational evaluation and/or rehabilitation services to assist the staff member to return to work, if appropriate.

**10. Appeals**

10.01 A claimant who decides to appeal the denial of a claim for Disability Benefits or a decision taken in connection with the administration of a claim, within 90 days of receiving notice of the final decision from the Disability Administrator, requests administrative review of the decision from an Administrative Review Panel in accordance with the Procedure, "Disability Insurance Program – Appeals Procedure."

10.02 If a claimant, after receiving the final decision of the Administrative Review Panel, decides to pursue his/her complaint further, the claimant then files an appeal with the World Bank Administrative Tribunal in accordance with the provisions of Staff Rule 9.05, "The World Bank Administrative Tribunal."
3. Staff Members approved for Long-Term Disability as determined by the Disability Administrator under paragraph 6.02 of this Rule, may also be eligible for national social security benefits. When eligible, staff members file an application for such benefits and keep the Disability Administrator informed of the decision.

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP

IFC Executive Vice President and CEO, CEXVP

MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP

Director IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

SECTION XI - RELATED DOCUMENTS
Procedure, "Disability Insurance Program – Claims Procedure"

Procedure, "Disability Insurance Program – Appeals Procedure"

Questions regarding this Directive should be addressed to the Sponsor.
SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 6.23, "Global Mobility Support for Short Term Assignments" (hereinafter Rule) sets forth the provisions governing the benefits provided by the World Bank Group to extend reasonable assistance to Staff Members who engage in Short Term Assignments on or after July 1, 2018.

1.02 This Rule applies to the Staff of the Institutions of the World Bank Group.

SECTION II - DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Institutional Benefits refers to the Bank Group's basic benefits programs defined in the Staff Manual for each appointment type applicable to Staff at the Home Duty Station.

b. STA Assignment Support refers to the following elements of Short Term Assignments (STA) outlined in the Procedure, "Global Mobility Support for Short Term Assignments": Ongoing Support, Locality Considerations and Priority Placement Premium.

c. Work Location refers to the World Bank Group’s work location where the Staff Member will be physically located for the duration of the Short Term Assignment.

SECTION III - SCOPE

3.01 This Rule applies to Staff Members holding Regular, Open-Ended, Term, Local Staff Regular, Extended Term Consultant and Extended Term Temporary appointments who temporarily relocate on a Short Term Assignment to another Work Location.

3.02 Short Term Assignments may be on an accompanied basis, with the written approval of Staff Member's Manager, at grade GI and above.

STA Assignment Support
3.03 Staff Members posted on Short Term Assignments are eligible for STA Assignment Support provided in the Procedure, "Global Mobility Support for Short Term Assignments" as follows:

a. Staff Members who are not citizens (or in the U.S., lawful permanent residents) of the Work Location country are eligible for STA Assignment Support.

b. Staff Members who are citizens (or in the U.S., lawful permanent residents) of the Work Location country are eligible for STA Assignment Support subject to approval from (a) in the case of IBRD Staff, the Regional Vice President (of the Work Location) in consultation with the Director, IBRD/MIGA Client Services; (b) in the case of IFC Staff from, the Regional Director in consultation with the Director, IFC Human Resource Department; (c) in the case of MIGA Staff, the MIGA Head of Department in consultation with the Director, IBRD/MIGA Client Services.

3.04 Staff Members posted on Short Term Assignment are eligible for Relocation Benefits provided in the Procedure, "Global Mobility Support for Short Term Assignments," unless the Staff Member has resided in the Work Location for 12 months or more immediately preceding the assignment.

04. Salary and Staff Medical Insurance Plan or Staff Medical Benefits Plan

4.01 Staff Members on Short Term Assignments will continue to receive salary and institutional benefits applicable to his/her appointment type at the Home Duty Station subject to the limitations defined in paragraphs 4.06, 4.07, and 4.08 of this Rule.

4.02 Staff Members on Short Term Assignments will adhere to the holiday and leave schedules defined for the Work Location. No compensation will be provided for holidays missed at the Home Duty Station.

4.03 Staff Members who participate in the Medical Benefits Plan (MBP) will be subject to standard out-of-country care guidelines.

4.04 Staff Members will not be eligible for overtime payments or on-call compensation while on Short Term Assignment. Overtime hours will be compensated to eligible staff in accordance with Staff Rule 6.03, "Overtime," as it applies to overtime hours worked while on mission or operational travel.

Limitations

4.05 The overall duration of Short Term Assignment cannot exceed two years.

4.06 If Staff Members married to each other, or who are Domestic Partners of each other, are both assigned to the same Host Duty Station/Work Location, only one Staff Member will be eligible for benefits under this Rule. The two Staff Members must elect which of them will receive the benefit. Such election will be irrevocable for the duration of the assignment.

4.07 The World Bank Group will not pay benefits under this Rule to the extent that they duplicate benefits provided by the Staff Member's previous employer, or the employer of the Staff Member's spouse or Domestic Partner or by any other World Bank Group benefits program.

SECTION IV - EXCEPTION

None

SECTION V - WAIVER

Unless otherwise provided in the Policy, "Global Mobility Support Framework," the Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS

None
SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP
IFC Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP
Director, IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
Procedure, Global Mobility Support for Short Term Assignments
Waiver of Staff Rule 6.23 - Global Mobility Support for Short Term Assignments, Regarding Duration of Short Term Assignments

ANNEX(ES)
None

Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.24 Ad-Hoc Assignment Premium

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive sets forth the provisions under which the Bank Group may provide an additional financial incentive for staff deployed in the Bank Group’s duty stations. It is meant to reduce financial strain on a staff member and his/her family stemming from any change in an existing assignment or address additional costs associated with a new or existing assignment. The purpose of the Ad Hoc Assignment Premium is not intended to duplicate Mobility Support otherwise provided to staff on assignment.

1.02 This Directive applies to the World Bank Group and appears as Staff Rule 6.24.

SECTION II - DEFINITIONS

1.01 In addition to the definitions in Rule 1.01, "General Provisions," for purposes of this Rule, the following definitions apply:

1.02 Ad Hoc Assignment Premium or “AHAP”, means a special compensation measure to provide an additional financial incentive or to reduce financial disincentives for a staff member on a particular assignment.

SECTION III - SCOPE

01. Eligibility for Ad Hoc Assignment Premium

1.01 At the Bank Group’s sole discretion, the Bank Group may pay a non-pensionable Ad Hoc Assignment Premium to a staff member on an assignment with a high strategic value for the business of the Bank Group, if the assignment commenced prior to January 1, 2016.

Amount of Ad Hoc Assignment Premium

1.02 The amount of the Ad Hoc Assignment Premium provided to a staff member may be up to 50% of the GG Midpoint. The Ad Hoc Assignment Premium shall be approved by the staff member’s receiving Line Director with concurrence by the HRDVP, or designee.

1.03 Under no circumstances shall the amount of the Ad Hoc Assignment Premium exceed 50% of the GG Midpoint per fiscal year over a 12-month period. The Ad Hoc Assignment Premium is calculated based on the GG Midpoint in effect as of the date of the approval of his/her eligibility for the Ad Hoc Assignment Premium, as provided in Section III, par. 1.01 above.
Payment of Ad Hoc Assignment Premium

1.04 Ad Hoc Assignment Premium payments can be made as a lump-sum or bi-monthly, at the determination of the Line Director.

1.05 Upon extension after January 1, 2016 of an assignment commenced prior to that date, the staff member will transition to the Global Mobility Support Framework and payment of the Ad Hoc Assignment Premium will cease.

Suspension of Eligibility Period

1.06 The eligibility period will be suspended immediately and the Ad Hoc Assignment Premium will not be paid when a staff member is telecommuting outside of the country of the duty station, on external service without pay, or leave without pay. Upon a staff member's return from telecommuting outside of the country of the duty station, external service without pay, or leave without pay, his/her eligibility for the Ad Hoc Assignment Premium will resume.

SECTION IV - EXCEPTION

None

SECTION V - WAIVER

Unless otherwise provided in the Policy, Global Mobility Support Framework, the Issuers may grant waivers to this Directive with respect to their staff, with advice from the HR VP.

SECTION VI - OTHER PROVISIONS

None

SECTION VII - TEMPORARY PROVISIONS

None

SECTION VIII - EFFECTIVE DATE

Effective Date for this Directive is 1/1/2016

SECTION IX - ISSUER

World Bank Group Human Resources Vice President, HRDVP;
IFC Executive Vice President and CEO, CEXVP;
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR

Manager, Compensation and Benefits, HRDCB;
Director IFC Human Resource Department, CHRDR;
Director, IBRD/MIGA Client Services, HRDCS
06 Compensation
06.25 Global Mobility Support for Indefinite Assignments

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 6.25, "Global Mobility Support for Indefinite Assignments" (hereinafter Rule) sets forth the provisions governing the benefits provided by the World Bank Group to extend reasonable assistance to Staff Members on appointment or assignment to the World Bank Group on or after July 1, 2018.

1.02 This Rule applies to the Staff of the Institutions of the World Bank Group.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Assignment Support refers to the following elements of Mobility Support: Ongoing Support, Locality Consideration and Expatriate Support.

b. Non-Family Post refers to a World Bank Group duty station where family accompaniment to the Duty Station Area is not authorized per United Nations guidelines on the same.

SECTION III - SCOPE
3.01 Staff Members holding the following appointments are eligible to be posted on an Indefinite Assignment: Regular, Open-Ended, Term, Local Staff Regular appointments at grades GF and above, other than Washington, DC, and New York, (and grade GE with the written approval of the Staff Member's Vice President).

Assignment Support
3.02 Staff Members identified in paragraph 3.01 of this Rule, who are either (a) recruited from outside the Duty Station Area and appointed on or after February 15, 2017, or (b) who relocate from one duty station to another on an Indefinite Assignment are eligible for Assignment Support provided in the Procedure, "Global Mobility Support for Indefinite Assignments," as follows:
3.03 Staff Members posted on Indefinite Assignment are eligible for Relocation and Transportation Benefits as follows:

a. Staff Members who are not citizens (or in the U.S., lawful permanent residents) of the Host Duty Station country are eligible for Assignment Support, except that no Assignment Support is provided to a Staff Member who has resided in the Duty Station Area for more than 12 months immediately preceding the start of the assignment. Short Term Assignments and Temporary Assignments are not considered as residency in the Duty Station Area for the purposes of determining eligibility under this Rule.

b. Staff Members who are citizens (or in the U.S., lawful permanent residents) of the Host Duty Station country are ineligible for Assignment Support. This includes Staff Members who are dual nationals and have a nationality of the Host Duty Station country. In exceptional cases, in Host Duty Stations outside the U.S., the Staff Member's Vice President, or his/her designee, in consultation with the Regional Vice President (or Regional Director for IFC staff or MIGA's Head of Department for MIGA staff) of the Host Duty Station country may decide to provide Assignment Support to a Staff Member who is a citizen of the Host Duty Station country. However, Assignment Support cannot be provided if the Staff Member has resided in the Host Duty Station country at any time in the immediate 5 years preceding the start of the assignment. Short Term Assignments and Temporary Assignments are not considered as residency for Staff Members who are citizens of the Host Duty Station country in determining the 5-year timeframe immediately preceding the start of the assignment for benefits eligibility purposes. Under no circumstances are U.S. citizens or lawful permanent residents eligible for Mobility Premium as defined in Staff Rule 6.21, "Mobility Premium."

c. Staff Members who obtain citizenship of their Host Duty Station country during their Indefinite Assignment cease being eligible for Assignment Support upon the effective date of naturalization.

Relocation and Transportation Benefits

3.04 For Staff Members on Open-Ended or Term appointments who are not otherwise eligible for Relocation and Transportation Benefits, hiring managers may provide, from their administrative budgets, a cash allowance of up to USD $10,000 to assist with costs associated with relocation at the time of hiring.

3.05 For Staff Members from IFC on an Indefinite Assignment receiving Localization Plus Mobility Support transferring to IBRD/MIGA in the same Host Duty Station, the total period for which they are eligible to receive Assignment Support (including the earlier IFC Localization Plus Mobility Support) shall not exceed 5 years.

3.06 Unless otherwise determined by the IFC Chief Executive Officer, or his/her designee, IFC-appointed Staff Members identified in paragraph 3.01 of this Rule, assigned to offices outside of Washington, DC, or Satellite Offices are not eligible for Assignment Support outlined in the Procedure, "Global Mobility Support for Indefinite Assignments." Instead, they are eligible for Assignment Support outlined in the Procedure, "Localization Plus Mobility Support for IFC staff on Indefinite Assignments."

Limitations

3.07 If the Host Duty Station is designated as a Non-Family Post, the World Bank Group will not authorize family accommodation to the Duty Station Area. A list of Non-Family Posts can be found on the myHR website.

3.08 If Staff Members married to each other, or who are Domestic Partners of each other, are both assigned to the...
same Host Duty Station, only one Staff Member will be eligible for benefits under this Rule. The two Staff Members
must elect which of them will receive the benefit. Such election will be irrevocable for the duration of the
assignment.

3.09 The World Bank Group will not pay benefits under this Rule to the extent such benefits would duplicate
benefits provided by the Staff Member’s previous employer, or the employer of the staff member’s spouse or
Domestic Partner or by any other World Bank Group benefits program.

SECTION IV - EXCEPTION
Exceptions to paragraph 3.07 of this Rule may be granted by the World Bank Group Human Resources Vice
President, in consultation with the Regional Vice President (or Regional Director in the case of IFC or Executive
Vice President in the case of MIGA) and the Director, GSD.

SECTION V - WAIVER
Unless otherwise provided in the Policy, "Global Mobility Support Framework," the Issuers, or their designees, may
waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group
Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:

World Bank Group Human Resources Vice President, HRDVP

IFC Chief Executive Officer, IFCEO

MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP

Director IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

SECTION XI - RELATED DOCUMENTS
Assigning Nationals to International Positions in Home Country

Non-Family Posts

ANNEX(ES)
None

Questions regarding this Directive should be addressed to the Sponsor.
SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 6.26, "Priority Placement Premium" (hereinafter Rule) sets forth the provisions under which the World Bank Group may provide an additional financial incentive in connection with a Temporary or Short Term Assignment in the World Bank Group's duty stations. It is meant to: (a) recognize difficulty (unrelated to scarcity of skills in a particular market) in competitively filling a key position essential to the World Bank Group's business, or a position in a fragile or conflict state duty station; (b) provide additional financial support that is deemed to be needed in connection with a Short Term Assignment or Temporary Assignment; or (c) reduce financial strain on a Staff Member and his/her family stemming from the new or existing assignment. The purpose of the Priority Placement Premium is not to duplicate Mobility Support otherwise provided to a Staff Member on Temporary or Short Term Assignments.

1.02 This Rule applies to Staff Members of the Institutions of the World Bank Group.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. **Priority Placement Premium (PPP)**, is a mechanism designed to allow management to provide an explicit, financial incentive, as it may be deemed necessary, in connection with a Temporary or Short Term Assignment.

SECTION III - SCOPE

03. Eligibility for Priority Placement Premium

3.01 In exceptional cases, at the World Bank Group's sole discretion, the World Bank Group may pay a non-pensionable Priority Placement Premium to a Staff Member holding a Regular, Open-Ended, Term or Local Staff Regular Appointment with a high strategic value for the business of the World Bank Group, in a Short Term or Temporary Assignment commenced or extended on or after July 1, 2018.

04. Amount of Priority Placement Premium
4.01 The amount of the Priority Placement Premium provided to a Staff Member may be up to 50% of the Staff Member's annual Net Salary.

4.02 Priority Placement Premium in the amount less than 15% of the Staff Member's annual Net Salary is approved:
   
i. for IBRD, by the Staff Member's Manager's Manager, in concurrence with the Director, IBRD/MIGA Client Services.
   
ii. for IFC, by the Staff Member's Manager's Manager and by the Regional Director of the Host Duty Station of the assignment, in concurrence with the Director, IFC Human Resource Department.
   
iii. for MIGA, by the Staff Member's Director, in concurrence with the Director, IBRD/MIGA Client Services.

4.03 Priority Placement Premium in the amount between 15% and less than 30% of the Staff Member's annual Net Salary is approved:
   
i. for IBRD, by the Staff Member's Manager's Manager, and the Staff Member's Vice President, in concurrence with the World Bank Group Human Resources Vice President.
   
ii. for IFC, by the Staff Member's Manager's Manager, the Regional Director of the Host Duty Station and the Staff Member's Vice President, in concurrence with the Director, IFC Human Resource Department.
   
iii. for MIGA, by the Staff Member's Head of Department, in concurrence with the World Bank Group Human Resources Vice President.

4.04 Priority Placement Premium in the amount between 30% and 50% of the Staff Member's annual Net Salary is approved:
   
i. for IBRD, by the Staff Member's Manager's Manager, Staff Member's Vice President, Staff Member's Managing Director or Executive Vice President & CEO, or his/her delegate, and the World Bank Group Human Resources Vice President.
   
ii. for IFC, by the Staff Member's Manager's Manager, the Regional Director of the Host Duty Station of the assignment, the Staff Member's Vice President, and the Staff Member's CEO, or his/her designee, in concurrence with the Director, IFC Human Resource Department.
   
iii. for MIGA, by the Staff Member's Head of Department and the Executive Vice President & CEO or his/her delegate, in concurrence with the World Bank Group Human Resources Vice President.

4.05 Under no circumstances shall the amount of the PPP exceed 50% of the Staff Member's annual Net Salary per fiscal year over a 12-month period. The PPP is calculated based on the net salary of the Staff Member in effect as of the date of the approval of his/her eligibility for the PPP, as provided under paragraph 3.01 of this Rule.

05. Payment of Priority Placement Premium

5.01 Priority Placement Premium payments may be made as a lump-sum, or bimonthly, in a manner consistent with the written rationale accompanying the request for approval(s) and concurrence(s) required under applicable paragraphs 3.03-3.05 of this Rule.

5.02 Upon extension of a Short Term or Temporary Assignment, the relevant Manager, at grade GI or above, Vice President or Managing Director/Executive Vice President/CEO, as required under applicable paragraphs 3.03-3.05 of this Rule, will reconfirm continuation of payment of the PPP.

5.03 In instances where the Priority Placement Premium and Scarce Skills Premium are both provided to a Staff Member, the combined amount of the Premia cannot exceed 50% of the Staff Member's annual Net Salary per fiscal year.

06. Suspension of Eligibility Period

6.01 The eligibility period will be suspended immediately and the Priority Placement Premium will not be paid when a Staff Member is telecommuting outside of the country of the duty station, on external service without pay, or leave without pay. Upon a Staff Member's return from telecommuting outside of the country of the duty station, external service without pay, or leave without pay, his/her eligibility for Priority Placement Premium will resume, upon receipt of a written approval of the relevant Vice President, Managing Director, Executive Vice President, or CEO, as applicable.
SECTION IV - EXCEPTION
None

SECTION V - WAIVER
Unless otherwise provided in the Policy, "Global Mobility Support Framework," the Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Rule are:
World Bank Group Human Resources Vice President, HRDVP
IFC Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Rule are:
Director, HR Compensation and Performance, HRDCP
Director, IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
Guidance - Priority Placement Premium Implementation

ANNEX(ES)
None
Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.27 Special Compensation Measures

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 6.27, "Special Compensation Measures," (hereinafter Rule) sets forth the framework for special administrative actions used to supplement normal compensation practices under Staff Rule 6.01, "Compensation." This Rule supersedes all prior Special Compensation Measures, their triggers, market analyses, and their applications.

1.02 This Rule applies to all World Bank Group Staff Members holding Regular, Open-Ended, Term, Local Staff Regular, Extended Term Consultant and Extended Term Temporary appointments whose salary plan is denominated and disbursed in local currency, other than the U.S. Dollar or Euro if either is the currency of the salary plan. The Regional Vice President or Regional Director responsible for the applicable country office has discretion to apply this Rule to Short Term Consultants and Short Term Temporary Staff.

SECTION II - DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

   a. **Conditional Trigger** means an event when a specified macroeconomic indicator has reached or exceeded the threshold for a Special Compensation Measure.

   b. **Consumer Price Index (CPI)** means an index used to measure inflation and changes in the price level of a market basket of consumer goods and services.

   c. **Legal Tender** means a medium of payment recognized by a national legal system to be valid for meeting financial obligations.

   d. **Prevalent Market Response** means compensation practices employed by at least 50 percent of the surveyed employers in the country, confirmed by an independent consultant's survey of the broadest possible comparator base for the labor market as determined by HR Compensation & Performance (HRDCP).

   e. **Salary Scale** indicates the range of salary that Staff may be paid at each grade based on pay practices in the local market. Salary Scales are published annually by World Bank Group Human Resources Vice President, HRDVP.

   f. **Special Compensation Measure** is an administrative action taken by the World Bank Group to respond to disruptive macroeconomic developments in a particular country, as further described in the Procedure, "Special Compensation Measures." Special Compensation Measure may include administrative actions based on the prevalent market response, or, in the absence of such response, World Bank Group-designed
SECTION III - SCOPE

03. General

3.01 The World Bank Group states Salary Scales and pays Staff according to a salary plan in a Legal Tender of
duty station wherever it is possible, practical, and manageable. Legal Tender used to state the Salary Scale
and pay Staff may be either a local currency or a substitute currency that is officially used in the country instead of
the local currency.

3.02 A sudden or severe change in the economic conditions in a country may cause the World Bank Group to
adopt Special Compensation Measures for Staff appointed receiving salary under the country’s salary plan.

3.03 HRDCP shall adopt procedures in accordance with this Rule.

04. Market Research

4.01 On the occurrence of a Conditional Trigger, HRDCP will investigate the Prevalent Market Response.

4.02 Once the market investigation is complete, HRDCP will adopt the necessary Special Compensation Measure
for the salary plan.

4.03 Where both Consumer Price Index (CPI) inflation and local currency depreciation and Conditional Triggers
occur in the same measurement period, country office management, in consultation with HR management, will
determine which Special Compensation Measure to implement.

05. Application of Special Compensation Measures

5.01 HRDCP will implement Special Compensation Measures, as further described in the Procedure, “Special
Compensation Measures.”
SECTION X - SPONSOR

The Sponsors of this Rule are:

Director, HR Compensation and Performance, HRDCP

Director IFC Human Resource Department, CHRDR

Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS

Procedure, "Special Compensation Measures"

Staff Rule 6.01, "Compensation"

ANNEX(ES)

None

Questions regarding this Directive should be addressed to the Sponsor.
06 Compensation
06.28 Hazard and Fragility Pay (HFP)

SECTION I - PURPOSE AND APPLICATION
1.01 This Directive, "Staff Rule 6.28, Hazard and Fragility Pay (HFP)," (hereinafter Rule) outlines the non-pensionable compensation premium provided by the World Bank Group to extend reasonable assistance to eligible Staff Members indefinitely based in a country office designated as a Fragile and Conflict Affected Situation (FCS).

1.02 This Rule applies to the Institutions of the World Bank Group.

SECTION II – DEFINITIONS
2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Country Office Appointed Staff Member refers to an eligible Staff Member defined under paragraph 3.01 of this Rule.

b. Fragile and Conflict Affected Situations (FCS) Location is identified in the annual "Harmonized List of Fragile Situations" published by the World Bank Group, which can be found on myHR.

c. Hazardous FCS Location refers to duty stations designated by the United Nations as eligible for "Danger Pay."

SECTION III – SCOPE

03. Eligibility

3.01 A Country Office Appointed Staff Member is eligible to receive the HFP if s/he (a) holds a Term, Local Staff Regular, Open-Ended, Extended Term Consultant or Extended Term Temporary Appointment; (b) is in a location classified as an FCS Location or a Hazardous FCS Location; and (c) is paid in the salary scale of the country office.

3.02 Country Office Appointed Staff Members are not eligible for the HFP for the duration of the following events:

a. Staff Members inactive in payroll: Staff on Leave without Pay (LWoP) or External Service without Pay (ESWoP).
b. Staff Members on External Service with Pay (ESWP) outside the FCS Location or Hazardous FCS Location.

c. Staff Members telecommuting outside the Duty Station Area, including those working from another FCS Location or Hazardous FCS Location.

d. Staff Members outside the Duty Station Area due to evacuation as defined in BPS1.06-DIR.102, “Emergency Relocation and Evacuation.”

e. Staff Members outside the duty station on a Temporary Assignment.

f. Staff Members outside the duty station on Short Term Assignment or Development Assignment.

3.03 In the case of Bank/Bank couples, both Country Office Appointed Staff Members, unless ineligible under paragraph 3.02 of this Rule, are eligible to receive the HFP.

04. Calculation and Provision of the Premium

4.01 For Staff Members with a Term, Local Regular, Open-Ended Appointment, Extended Term Consultant or Extended Term Temporary, the HFP is calculated based on a percentage of the grade GC midpoint of the country office salary scale. If the Extended Term Consultant or Extended Term Temporary is paid on the gross salary scale of the country office, the grade GC midpoint of the country office gross salary scale will be used.

4.02 The HFP in FCS Locations is 15% of the local grade GC midpoint; the HFP in Hazardous FCS Locations is 25% of the local grade GC midpoint. The current list of eligible FCS Locations and Hazardous FCS Locations and corresponding amounts can be accessed on myHR.

4.03 The HFP is non-pensionable and is paid through payroll on a semi-monthly basis.

4.04 Effective from July 1, 2018, the effective date of the HFP is July 1 of a fiscal year unless the effective date of the World Bank Group Harmonized List of Fragile Situations for that fiscal year is different, in which case the effective date of the HFP will be the effective date of the World Bank Group Harmonized List of Fragile Situations.

4.05 At the beginning of each fiscal year, eligibility for the HFP may change under that fiscal year's World Bank Group Harmonized List of Fragile Situations. In the event a duty station that had been classified as an FCS Location or a Hazardous FCS Location in the previous fiscal year is not classified as such in the subsequent fiscal year, the HFP ceases (or decreases in percentage in the event of a change in classification from a Hazardous FCS Location to an FCS Location) at the end of the first quarter following the update of the World Bank Group Harmonized List of Fragile Situations. In most cases this date will be September 30.

SECTION IV – EXCEPTION

Exceptions to paragraph 3.02 of this Rule can be authorized by the Director, HR Compensation and Performance, in consultation with the Director, IBRD/MIGA Client Services (for Bank/MIGA Staff), or the Director, IFC Human Resource Department (for IFC Staff).

SECTION V – WAIVER

The Issuers, or their designees, may waive any provision of this Rule (other than the list of countries used to establish eligibility), with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI – OTHER PROVISIONS

The Issuers may consider the addition of countries to the lists used to establish eligibility for Hazard and Fragility Pay, and the designation of countries as a Hazardous FCS Location, through the recommendations of a governance body composed of the OPCS VP, GGTVP, World Bank Group Human Resources Vice President, BPSVP and the IFC VP of Corporate Strategy and Resources, in consultation with the Chief of Security.
SECTION VII – TEMPORARY PROVISIONS
None

SECTION VIII – EFFECTIVE DATE
This Directive is effective as of the date on its cover page.

SECTION IX – ISSUER
The Issuers of this Directive are:

World Bank Group Human Resources Vice President, HRDVP
ICF Chief Executive Officer, IFCEO
MIGA Executive Vice President and CEO, MIGEX

SECTION X – SPONSOR
The Sponsors of this Directive are:

Director, HR Compensation and Performance, HRDCP
Director, IFC Human Resource Department, CHRDR
Director, IBRD/MIGA Client Services, HRDCS

SECTION XI – RELATED DOCUMENTS
Staff Rule 6.25 - Global Mobility Support for Indefinite Assignments

Questions regarding this Directive should be addressed to the Sponsor.
SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 7.01, "Ending Employment," (hereinafter Rule) sets forth provisions governing the separation of Staff Members from service with the Bank Group. This Rule sets forth the ways in which a Staff Member's separation from the service of the Bank Group may occur and provides that certain payments may be made upon separation. This Rule was most recently amended on March 26, 2018.

1.02 This Rule applies to the Staff of the Institutions of the World Bank Group.

SECTION II - DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions."

SECTION III - SCOPE

03. Resignation

Resignation and Notice

3.01 A Staff Member may resign from service with the Bank Group by providing written notice (including by electronic means) to his/her Manager, copying the Manager, Human Resources Team (IBRD/MIGA)/Manager, Human Resources, Client Services, (IFC) or Human Resources Business Partner. Notice must be provided as follows:

<table>
<thead>
<tr>
<th>Appointment Type</th>
<th>Minimum Notice Period for Resignation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open-Ended Term</td>
<td></td>
</tr>
<tr>
<td>Term Regular</td>
<td></td>
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<tr>
<td>Local Staff Regular</td>
<td></td>
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<tr>
<td>Extended Term Consultant</td>
<td></td>
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<tr>
<td>Extended Term Temporary</td>
<td></td>
</tr>
<tr>
<td>Executive Director's Advisor</td>
<td></td>
</tr>
<tr>
<td>Short-Term Consultant</td>
<td>30 calendar days</td>
</tr>
</tbody>
</table>
3.02 A resignation required by Staff Rule 3.01, "Standards of Professional Conduct," or Staff Rule 5.02, "External Service and Service for a Wholly Owned Subsidiary," paragraph 4.02 (b), may be made effective on an earlier date determined by the Staff Member's Manager, or a Designated Official, considering the real or apparent conflict of interest or other circumstances requiring the resignation.

Refusal or Withdrawal of Resignation

3.03 The Bank Group may decline to accept the resignation of a Staff Member and separate the Staff Member from service for cause. Once accepted, a resignation may not be withdrawn by the Staff Member without the expressed agreement of their Manager.

04. End of Appointment

Expiration of Term Appointment

4.01 A Staff Member's appointment expires on the completion of an appointment for a definite term, as specified in the Staff Member's letter of appointment, or as otherwise amended.

Early End of Appointments

4.02 Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, and Special Assignment Appointments may be ended by the Staff Member's Manager prior to expiration on grounds that the employment is no longer required, with such advance notice to the Staff Member as the Manager determines consistent with the Staff Member's letter of appointment. A Staff Member separated under this paragraph is not entitled to severance payments.

4.03 Executive Director's Advisor Appointments and Term Appointments for Administrative Client Support positions in the Executive Directors' offices are coterminous with the term of the Executive Director for whom the Staff Member performs services. Such appointments may be renewed or extended by the incoming Executive Director. The appointment of the Staff Member will terminate at any time specified by the Executive Director for whom the Staff Member currently provides services. Notice that the appointment is terminated will be given as determined by the Executive Director.

05. Retirement

Applicability

5.01 Paragraphs 5.01-5.03, "Retirement," of this Rule, apply to Staff Members holding Open-Ended, Term, Regular, Executive Director's Advisor or Local Staff Regular Appointments.

Separation by Retirement

5.02 Employment ends upon a Staff Member's retirement. (See Staff Rule 6.20, "Retirement Benefits.")

Mandatory Retirement

5.03 Employment of a Bank Group Staff Member ends at the end of the month in which the Staff Member's 67th birthday falls. A Staff Member nearing age 67 may request an extension of his/her employment. His/her employment may be extended in the interests of the Bank Group, but not longer than the end of the month in which the Staff Member's 70th birthday falls. The decision to extend employment will be made by the Staff Member's Manager at the level of Vice President or above with the advice of the Staff Member's Department Director and agreement of the World Bank Group Human Resources Vice President.

06. Mutual Agreement

Applicability
6.01 Paragraphs 6.01-6.04, "Mutual Agreement," of this Rule, apply to Staff Members holding Regular, Open-Ended, Term, or Local Staff Regular Appointments.

Terms and Conditions

6.02 The terms and conditions upon which separation by mutual agreement is effected must be set forth in writing and contain:

a. The date of separation;
b. The obligations, if any, of the Bank Group and the staff member; and
c. Severance provisions, if any.

6.03 The severance payments, if any, will not exceed the severance payments that would have been payable had the Staff Member's employment been terminated in accordance with paragraphs 9.01-9.09, "Redundant Employment," of this Rule.

Decision

6.04 A mutually agreed separation must be approved by the Vice President responsible for the position, or where there is no Vice President, the responsible Department Director, with concurrence of the World Bank Group Human Resources Vice President or his/her designee, and by the Staff Member or someone specifically authorized to act on his/her behalf for this purpose. Satisfactory evidence of another person's authority to act for the Staff Member must be provided upon request. Such evidence will usually be a letter, memorandum, or copy of a Power of Attorney duly executed by the Staff Member.

07. Non-Confirmation of Appointment

Applicability

7.01 Paragraphs 7.01-7.05, "Non-Confirmation of Appointment," of this Rule, apply to Staff Members holding Open-Ended or Term Appointments.

Decisions Not to Confirm and Notice

7.02 The Bank Group may terminate the appointment of a Staff Member during or at the end of the probationary period as provided in Staff Rule 4.02, "Probation." Notification will be provided to the responsible Vice President.

Notice

7.03 Notice of non-confirmation must be provided in writing to the Staff Member. The notice will set forth the effective date of termination, severance provisions, and (unless requested otherwise by the Staff Member) the reasons for termination. The effective date of separation will be 60 calendar days after the date of notification.

7.04 In lieu of all or part of the notice period, the Staff Member's Manager, at grade GI or above, in consultation with the World Bank Group Human Resources Vice President or his/her designee, may offer payment to the Staff Member equal to the Staff Member's net pay for that period. Payments in lieu of notice periods are not part of severance payments.

Severance Payment

7.05 Staff Members whose appointments are not confirmed and are separated will receive a severance payment equal to one month's net pay.

08. Ending Employment as a Consequence of Ill Health

Applicability

8.01 Except as specified in paragraph 8.06 of this Rule, paragraphs 8.01-8.06, "Ending Employment as a Consequence of Ill Health," of this Rule, apply only to Staff Members holding Regular, Open-Ended, Term, Local Staff Regular or Executive Director's Advisor Appointments.
Decisions to End Employment as a Consequence of Ill Health

8.02 A Staff Member on Short-Term Disability who in accordance with Staff Rule 6.22, "Disability Insurance Program," has not been determined eligible for Long-Term Disability benefits by the Disability Administrator may be separated from the Bank Groups employment subject to the following:

a. The Bank Group's Disability Administrator has determined after consultation with the Bank Group's Director, Health Services Department, or his/her designee, and the Staff Member's Manager that the Staff Member will not recover sufficiently to permit resumption of the material duties of his/her regular job on a full time basis within the earlier of 60 calendar days following such determination or the expiration of the Staff Member's appointment.

b. The Bank Group's Disability Administrator has consulted with the Bank Group's Director, Health Services Department, or his/her designee, and the Staff Member's Manager who shall make a determination on whether the recommended work accommodations can be achieved within the business needs of the unit, and determined that there are no reasonable work accommodations that will allow the Staff Member to resume the material duties of his/her regular job within 60 calendar days following such determination and before the expiration of the Staff Member's appointment.

c. The Staff Member will be entitled to severance payments equal to the severance payment that would have been payable to the Staff Member had his or her employment been terminated in accordance with paragraphs 9.01-9.09, "Redundant Employment," of this Rule.

8.03 A Staff Member who is approved for Long-Term Disability benefits following 24 months of Short-Term Disability benefits in accordance to Staff Rule 6.22, "Disability Insurance Program," will be separated from the Bank Group's employment as of the start of the Long-Term Disability benefits.

8.04 A Staff Member who has been absent due to certified sick leave for 20 days or more within any period of 30 consecutive days, but has opted not to apply for disability benefits under Staff Rule 6.22, "Disability Insurance Program," may be separated from the Bank Group's employment subject to the following.

a. The Bank Group's Director, Health Services Department or his/her designee, has conducted a Fitness for Duty Assessment for the Staff Member in accordance to Staff Rule 6.07, "Health Program and Services," and has certified that the Staff Member will not recover sufficiently to permit resumption of the material duties of his/her regular job within the earlier of 60 calendar days following such certification or the expiration of the Staff Member's appointment.

b. The Bank Group's Director, Health Services Department, or his/her designee, has concluded during said Fitness for Duty Assessment that there are no reasonable work accommodations that will allow the Staff Member to resume the material duties of his/her regular job within the earlier of 60 calendar days following such certification or the expiration of the Staff Member's appointment.

8.05 Decisions to end employment under paragraphs 8.02 and 8.04 of this Rule, must be approved by the World Bank Group Human Resources Vice President, or his/her designee.

Separation for Ill-Health of Staff Members Holding Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, or Special Assignment Appointments

8.06 A decision to terminate the employment of a Staff Member holding an appointment mentioned in the caption on grounds of ill health will be made by his/her Manager with such advance notice to the Staff Member as the Manager determines consistent with the Staff Member's letter of appointment, in consultation with the Bank Group's Director, Health Services Department, or his/her designee.

09. Redundant Employment

Applicability

9.01 Paragraphs 9.01-9.09, "Redundant Employment," of this Rule, apply only to Staff Members holding Regular, Open-Ended, Term, or Local Staff Regular appointments.

Definition of Redundant Employment

9.02 Employment may become redundant when the Bank Group determines in the interests of efficient administration, including the need to meet budgetary constraints, that:
a. An entire organizational unit must be abolished;
b. A specific position or set of functions performed by an individual in an organizational unit must be abolished;
c. The responsibilities of a position no longer match the skills and experience of the incumbent and are unlikely to do so within a reasonable period of time; or
d. Types or levels of positions must be reduced in number.

Decision on Redundant Employment

9.03 A decision that a Staff Member's employment is redundant will be made by a Vice President, or where there is no Vice President, the responsible Department Director responsible for administering the position, in consultation with the appropriate Sector Board, Network, or other management group, where applicable, and with the concurrence of the World Bank Group Human Resources Vice President or his/her designee. Where positions are reduced in number under paragraph 9.02 (d) of this Rule, the selection of Staff Members whose employment is redundant will be made on the basis of managerial judgment about the skills needed by the Bank Group to carry out its work effectively, taking into account the following factors:

a. The performance (including professional and work-place behavior) of Staff Members;
b. Whether the abilities and experience of Staff Members can be used elsewhere in the Bank Group; and
c. The existence of volunteers for termination who are willing to accept severance payments pursuant to paragraph 9.08 of this Rule.

Notice of Redundancy

9.04 Staff Members will receive a written notice of redundancy. The notice will state that the Staff Member's employment is redundant, and that unless the Staff Member is reassigned, the Staff Member's employment will be terminated six months from the effective date of the notice of redundancy.

Payment In Lieu of Notice

9.05 In lieu of all or part of the notice period, the Staff Member's Manager, at grade GI or above, in consultation with the World Bank Group Human Resources Vice President or his/her designee, may offer payment to the Staff Member equal to the Staff Member's net pay for that period. Payments in lieu of notice periods are not part of severance payments.

Reassignment and Retraining

9.06 Following the effective date of the notice of redundancy, the Bank Group will assist redundant Staff in seeking another position within the Bank Group by providing access to MyJobWorld and to a job search specialist. Staff are responsible for applying to existing vacancies in MyJobWorld. Placement also may be offered in a vacant lower level job in accordance with Staff Rule 5.06. "Assignment to Lower Level Positions."

9.07 Following the effective date of the notice of redundancy, redundant Staff may receive retraining, which may include on-the-job training, for an existing or known prospective vacancy where the Manager agrees to accept the assignment of the Staff Member after a reasonable period of retraining. The cost of such training may not exceed three months of the Staff Member's net salary and training must begin at least 60 calendar days prior to the Staff Member's termination date.

Severance Payments

9.08 Staff Members whose appointments are terminated on grounds of redundancy will be entitled to severance payments equal to the larger of:

a. Three months' net pay; or
b. One month net pay for each complete year of continuous service, up to a maximum of 18 years.

9.09 Severance payments may not exceed the maximum annual net salary for grade GH, or net pay for the number of months remaining until a Staff Member's mandatory retirement date, or until the expiration of the Staff Member's appointment. In paragraphs 9.01-9.09, "Redundant Employment," of this Rule, the term "continuous service" means continuous service in one or more of the following appointment types: Regular, Open-Ended, Term, Local Staff Regular, Fixed-Term, or Local Staff Fixed-Term. Except as otherwise agreed in writing prior to October 1, 2013, continuous service does not include service in an appointment that was coterminous with funding
10. Abandonment of Office

Applicability

10.01 Paragraphs 10.01-10.04, "Abandonment of Office," of this Rule, apply to all appointment types.

Decision to Separate for Abandonment of Office

10.02 A Staff Member abandons office when s/he fails without excuse acceptable to the Manager responsible for the position, to make himself/herself available to perform official duties for the following periods:

a. A continuous period of 20 working days; or
b. A period of time less than 20 working days or recurring periods of less than 20 working days each if the Manager has a reasonable basis to conclude that the Staff Member has abandoned his/her office.

10.03 After reasonable attempts are made to contact a Staff Member and to warn of the possibility of termination if the Staff Member does not report to duty, a decision to separate a Staff Member for abandonment of office will be made by the Manager of the Manager responsible for the position (at grade GI or above) in consultation with the Manager, Human Resources Team (IBRD/MIGA)/Manager, Human Resources, Client Services, (IFC) or his/her Designated Official.

Notice

10.04 Notice of termination of employment for abandonment of office may be given immediately following a decision to separate. If the whereabouts of the Staff Member are unknown and cannot be discovered after reasonable effort, notice may be given to the Staff Member's spouse, Domestic Partner or other known person with whom the Staff Member is likely to maintain contact. A copy of such notice will, however, be addressed to the Staff Member at his/her last known address.

11. Misconduct and Behavior Reflecting Adversely on the Reputation and Integrity of the Bank Group

Decision to Separate for Misconduct or Other Misbehavior

11.01 A Staff Member may be separated by the World Bank Group Human Resources Vice President or his/her designated official, pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings."

Notice

11.02 Notice of separation for reasons of misconduct or other misbehavior will be given as provided in Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings," and may be summary.

Severance Payment

11.03 A Staff Member whose employment is terminated under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Proceedings," will not receive severance payments.

12. Unsatisfactory Performance

Applicability

12.01 Except as specified in paragraph 12.05 of this Rule, paragraphs 12.01-12.05, " Unsatisfactory Performance," of this Rule, apply only to Staff Members holding Regular, Open-Ended, Term, or Local Staff Regular Appointments.

Decision to Separate for Unsatisfactory Performance
12.02 A decision to separate a Staff Member for unsatisfactory performance may be made by the Manager of the Staff Member's Manager or Designated Supervisor, at grade GI, or above, on the basis of a recommendation from the Staff Member's Manager or Designated Supervisor, taking into account the comments of the Staff Member, if any, as specified in Staff Rule 5.03, "Performance Management Process," paragraph 3.03, with the concurrence of the Director, Human Resources, for Bank or MIGA Staff, or IFC Director, Human Resources, for IFC Staff and, where the decision maker is not a Vice President, the concurrence of the Vice President of the Manager making the decision.

Notice

12.03 A Staff Member who is being separated for unsatisfactory performance will be notified in writing, at least 60 calendar days prior to the effective date of separation. If the person making the decision to separate, decides it is in the interest of the Bank Group to do so, a lump sum payment may be made to the Staff Member in lieu of notice. This payment will equal the Staff Member's net pay for the period between the effective date of separation and the end of the period of notice of termination which the Staff Member has received. A payment in lieu of a period of notice is not part of a severance payment.

Severance Payment

12.04 A Staff Member separated for reasons of unsatisfactory performance is not entitled to severance payments.

Separation for Unsatisfactory Performance of Staff Members Holding Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, or Special Assignment Appointments

12.05 A decision to separate a Staff Member holding an appointment mentioned in the caption on grounds of unsatisfactory performance will be made by the Staff Member's Manager or Designated Supervisor, with such advance notice to the Staff Member as that Manager determines, or as provided in the letter of appointment. A Staff Member separated under this paragraph is not entitled to severance payments.

13. Administration of Severance Payments

Form of Payment

13.01 Severance payments to which Staff Members are entitled, or which may be given at the discretion of the Bank Group, will be paid in a lump sum on the last day of the Staff Member's service, unless the World Bank Group Human Resources Vice President or his/her designee, determines that they will be paid on a different schedule or administered in the form of a special leave as provided in paragraphs 14.01-14.04, "Special Leave," of this Rule.

Coordination with Disability Payments

13.02 Staff Members eligible for severance payments under this Rule are subject to coordination of benefits if they are also entitled to disability benefits under Staff Rule 6.22, "Disability Insurance Program." Coordination of benefits means that Staff cannot receive more than 100% of their net pay in respect of the same period of time. Coordination will be effected by paying the severance amount in the form of special leave at 100% of net pay and suspending disability payments for the duration of the severance payments. In the event the Staff Member ceases to qualify for disability payments during the period of the severance payments, special leave will cease and any balance of severance will be paid in a lump sum. In the event the Staff Member continues to qualify for disability benefits after the severance payments have ended, disability payments will then resume.

14. Special Leave

Applicability

14.01 Special leave provisions apply only to Staff Members holding Regular, Open-Ended, Term, or Local Staff Regular Appointments.

Decision on Special Leave

14.02 With agreement of the Staff Member, the World Bank Group Human Resources Vice President or his/her designee, may place an eligible Staff Member on special leave for a duration not exceeding the number of months
of severance to be paid in the following circumstances:

a. To bridge him/her to the earliest commencement date for an immediate pension, or to the 5 years of service requirement to qualify for retiree medical coverage;
b. To remain under a doctor's care for a serious illness, as certified by the Bank's Health Services Department;
c. To bridge him/her to 15 years of service so as to qualify for United States residency; or
d. To delay return to his/her country of citizenship because of serious political instability.

The period of special leave granted will bring the Staff Member to the minimum date specified above.

14.03. The World Bank Group Human Resources Vice President or his/her designee, may place an eligible Staff Member on special leave as provided in paragraph 13.02 of this Rule to coordinate benefits with disability benefits under Staff Rule 6.22, "Disability Insurance Program."

Terms of Special Leave

14.04 While on special leave, the Staff Member may receive periodic severance payments in an amount and during a period specified in writing. The Staff Member's separation will be effective upon expiration of special leave and a lump sum payment will be made for the remainder of his/her severance period. The terms of special leave are:

a. Special leave commences the calendar day after the date the Staff Member's active work status ceases.
b. A Staff Member on special leave is not required to observe a work schedule or to perform the usual duties of employment. S/He may, however, be required to perform specific tasks for the Bank Group upon request of the World Bank Group Human Resources Vice President or his/her designee. Unless otherwise provided, a Staff Member on special leave remains subject to the obligations and rights of a Staff Member.
c. A Staff Member on special leave who participates in the Staff Retirement Plan continues to do so according to its terms until his/her separation from service occurs. A Staff Member on special leave who participates in medical and life insurance programs of the Bank Group may continue to participate in such programs provided s/he continues to contribute his/her share of the cost.
d. A Staff Member on special leave will not be entitled to salary adjustments unless the salary adjustments are effective before the Staff Member's special leave commences.
e. A Staff Member on special leave does not, commencing with the effective date of special leave, accrue annual leave or sick leave, or service towards home country travel, mobility premium, separation grant, or spouse travel points.
f. A Staff Member on special leave is not eligible to apply for financial assistance (other than emergency assistance).
g. Special leave ends and separation from the service of the Bank Group occurs upon the date agreed between the Staff Member and the Bank Group, the date the Staff Member resigns, or the date the Staff Member accepts employment elsewhere, except as the World Bank Group Human Resources Vice President or his/her designee, may determine.
h. At his/her discretion, the World Bank Group Human Resources Vice President, or his/her designee, may convert periodic severance payments to a lump sum payment when it is determined to be in the best interest of the Bank Group.

15. Other Assistance

15.01 Staff Members whose employment is being terminated pursuant to paragraphs 9.01-9.09, "Redundant Employment," of this Rule and who are eligible for severance payments will be entitled to the following assistance:

a. An allowance for economy class air travel for the Staff Member and his/her spouse or Domestic Partner for job or housing search purposes in the amount specified for travel to the Staff Member's home country under Staff Rule 6.13, "Home Country Travel," paragraph 3.01;
b. Outplacement counseling services provided by the Bank Group; and
c. Education benefits in respect of costs for eligible dependent children for the remainder of the academic year in which special leave commences or, if there is no special leave, in which separation has occurred.

15.02 The World Bank Group Human Resources Vice President, or his/her designee will determine whether a Staff Member whose employment is being terminated pursuant to paragraphs 9.01-9.09, "Redundant Employment," of this Rule will be eligible for retraining, and other assistance as may be appropriate, subject to a maximum of 3 months' net salary, or a payment in lieu thereof not to exceed 1.5 months' net salary.
15.03 The World Bank Group Human Resources Vice President, or his/her designee will also determine whether a Staff Member whose employment is being terminated by mutual agreement pursuant to paragraphs 6.01-6.04, "Mutual Agreement," of this Rule will be eligible for assistance, if any, provided in paragraphs 15.01 and 15.02 of this Rule.

16. Exit Requirements

16.01 Staff Members leaving the service of the Bank Group are required to be present at the place last posted for duty on the day on which their termination is effective, unless the Staff Members Manager otherwise decides, with concurrence from the Manager, Human Resources Team (IBRD/MIGA)/HR Regional Head (IFC).

16.02 Staff Members leaving the service of the Bank Group are required to settle outstanding loans and other financial obligations to the Bank Group on or before the date of separation, and to return properties issued to them in their official capacity to appropriate administrative offices. They must also contact the appropriate officers in Human Resources regarding administrative requirements for separation and payment of their benefits. In accordance with Staff Rule 11.01, "Claims," the Bank Group may offset outstanding obligations through deductions from payments otherwise to be made to Staff Members upon or subsequent to separation or by withholding the Bank Group subsidy for retiree medical insurance, if applicable.

SECTION IV - EXCEPTION
None

SECTION V - WAIVER
The Issuers, or their designees, may waive any provision of this Rule, with respect to their Staff Members, with advice from the World Bank Group Human Resources Vice President.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Directive is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuers of this Directive are:

World Bank Group Human Resources Vice President, HRDVP

IFC Chief Executive Officer, IFCEO

MIGA Executive Vice President and CEO, MIGEX

SECTION X - SPONSOR
The Sponsors of this Directive are:

Director, HR Compensation and Performance, HRDCP
07 Ending Employment
07.02 Benefits on Ending Employment

SECTION I - PURPOSE AND APPLICATION
Subject and Policy Rationale

1.01 The purpose of the benefits in this Rule is to provide reasonable assistance to staff members who resettle at the end of Bank Group employment. This Rule was most recently amended on December 31, 2015.

Applicability

1.02 Except as otherwise specified, this Rule applies to staff members holding Regular, Open-Ended, Term, or Executive Director's Advisor Appointments.

SECTION II - DEFINITIONS
Definitions

1.03 In addition to the definitions in Rule 1.01, for purposes of this Rule, the following definitions apply:

a. **Designated Official** refers to the individual authorized to act for the responsible manager.

b. **Family Location** refers to a duty station that is either (a) home country of the staff member or his/her spouse/domestic partner; (b) country adjacent to the duty station; or (c) country where the dependent children of the staff member are educated or where the spouse/domestic partner of the staff member is employed, where dependents of the staff member reside during the staff member's assignment to a nonfamily post.

c. **Home Country** means the country of which the staff member is a citizen at the time of appointment, or if a staff member is a citizen of more than one country, the country of citizenship in which the staff member had resided most recently prior to appointment to the Bank Group, unless otherwise determined by the Manager, Human Resources Operations, or a designated official. In the case of staff members appointed on or after January 29, 1985, who are permanent residents of a country other than the country of citizenship, the home country means the country of which the staff member is a permanent resident.

d. **Place of Resettlement** means a destination outside a staff member’s duty station area.
e. **Resettlement** means moving a staff member's residence to the place of resettlement.

f. **Termination Date** means a staff member's last day of active service with the Bank Group.

g. **Inter-Continental Move**. The term "inter-continental move" refers to a move from one continent to another, as determined by the Bank Group's Human Resources Operations.

h. **Intra-Continental Move**. The term "intra-continental move" refers to a move within the same continent, as determined by the Bank Group's Human Resources Operations.

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**SECTION III - SCOPE**

02. **Eligibility**

2.01 Upon termination of employment with the Bank Group, a staff member holding a position subject to international recruitment at the time of appointment, or who receives an Indefinite or Temporary Assignment on or after January 1, 2016 in a position subject to local recruitment, will be eligible for resettlement benefits under Section 3 of this Rule after 2 years of service or at the end of an appointment of limited duration, whichever is earlier.

2.02 Upon termination of employment with the Bank Group from a headquarters position, a staff member appointed to a Regular or Fixed-Term appointment on or before June 30, 1998 in a position subject to local recruitment will be eligible for resettlement benefits under Section 3 of this Rule after 5 years of service.

2.03 Upon termination of employment, except as otherwise provided in par. 2.01 above, a staff member appointed to an Open-ended or Term appointment on or after July 1, 1998 in a position subject to local recruitment will not be eligible for resettlement benefits under Section 3 of this Staff Rule. However, Bank managers may provide, from respective administrative budgets, a cash allowance of up to $10,000 to assist with costs associated with the staff member's resettlement.

2.04 Upon termination of employment, a staff member appointed to an Extended Term Consultant or Extended Term Temporary position will not be eligible for the resettlement benefits under Section 3 of this Rule. However, Bank managers may provide, from respective administrative budgets, an allowance of up to $5,000 to assist with costs associated with staff member's resettlement.

2.05 The Manager, Human Resources Operations, or a designated official, may waive the service requirements set forth in paragraphs 2.01 and 2.02 and provide some or all of the resettlement benefits under this Rule to a staff member terminated from employment at the initiative of the Bank Group or at the staff member's death.

03. **Resettlement Benefits**

3.01 **Mode and Class of Travel**. The Bank Group will provide a staff member and immediate family members resettlement travel by the most direct and cost-effective route as follows:

   a. first class air for a staff member with continuous service since February 20, 1974; or
   b. less than first class air; or
   c. first class rail or bus where no air travel facilities are available for all or a portion of the resettlement travel; or
   d. payment for mileage for travel by private or rental automobile in the amount specified in Administrative Policy 3.10, for all or a portion of the resettlement travel.

3.02 **Travel by Sea**. All or part of resettlement travel may be by sea provided that the combined cost of air and sea travel borne by the Bank Group does not exceed the cost which would have been borne by the Bank Group for air travel in the applicable class and that the sea journey is on a direct route to the place of resettlement.
3.03 **Travel by Children.** When traveling by air, children aged 6 months or older will be eligible for a child’s fare with a confirmed seat. Children less than 6 months will be eligible for an infant fare with no seat. The fares will be determined in accordance with airline regulations. Children traveling by rail or bus will be provided with the most cost-effective fares available under the regulations of the carrier.

3.04 The Bank Group will pay a resettlement grant to a staff member to help defray costs associated with preparations during a move to and settling-in at the place of resettlement, including the cost of transporting pets. The amount of the resettlement grant will be $5,000 for a staff member resettling without dependent children, and $7,000 for a staff member resettling with dependent children.

3.05 The Bank Group will provide for the shipment of a staff member’s personal and household effects from the duty station or the family location to the place of resettlement as follows:

   a. A lump-sum **Excess Baggage Grant** equal to $1800.

   b. **Surface Shipment** of up to a 40 ft. container via the most cost effective route and mode of transportation.

   c. **Split Shipments.** Only one surface freight shipment of personal and household effects, other than an automobile, will be transported at Bank Group expense. Should a staff member present in advance a valid reason for not shipping all of the personal and household effects in one shipment, an exception may be authorized by the Manager, Human Resources Operations, or a designated official, to ship two 20’ containers in place of one 40’ container, subject to the following:

      i. The two 20’ containers must either have the same destination or the same point of origin.

      ii. The cost of the two shipments will be limited to the cost of shipping one 40’ container. Any excess costs will be borne by the staff member.

   a. **Automobile Shipment and Insurance.** The Bank Group will pay for the shipment of one automobile, unboxed and uncrated, from a staff member's duty station or family location to the place of resettlement. The Bank Group will provide for insurance of a staff member's automobile while it is in transit. The valuation of the automobile for insurance purposes may not exceed the market value of the automobile in the place of resettlement.

   b. **Storage in Transit.** The Bank Group will provide for commercial storage of a staff member's personal and household effects for a total of 90 calendar days whether at the point of origin or destination of the shipment while they are in transit. Staff will be responsible for covering the cost of any storage in transit in excess of 90 days.

   c. **Insurance.** The Bank Group will provide for the insurance of a staff member's personal and household effects while in transit or storage as follows:

      i. full premium for up to $200,000 of insurance coverage; and

      ii. one-half of the premium for any additional insurance coverage.

Customs Charges. The Bank Group will not pay any customs, import, export or related charges which may be levied on the shipment of a staff member's personal and household effects or automobile.

Exclusions. The Bank Group will not arrange or pay for the transportation, shipment or insurance of pets, livestock or other animals, plants, firearms, ammunition, heavy machinery, watercraft, aircraft, or motor vehicles other than automobiles.

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3.06 **Optional Removal Grant**

3.06 At the option of a staff member, the Bank Group will pay a removal grant in lieu of all benefits described in paragraph 3.05 above as follows:

   a. For inter-continental moves, staff with a family size of 2 or more may be eligible to receive $14,000; staff with a family size of 1 may be eligible to receive $10,000.

   b. For intra-continental moves, staff with a family size of 2 or more may be eligible to receive $12,000; staff with a family size of 1 may receive $8,000.

3.07 **Resettlement of Remains**

3.07 If a staff member dies, or an immediate family member of such staff member dies during a staff member's service, the Bank Group will bear the cost of moving the remains from the place of death to
the locale of burial or cremation, but not to exceed the cost of moving the remains from the duty station
(or the mission location, if staff member died during operational travel) to the staff member's home
country.

3.08 If a staff member who is not eligible for the resettlement benefits under Section 2 dies during
operational travel or a spouse/domestic partner dies during Bank-paid spouse/domestic partner travel,
the Bank Group will pay to move the remains from the place of death to the locale of burial or
cremation, but not to exceed the cost of moving the remains from the location of the mission back to the
location where the operational travel or the Bank-paid spouse/domestic travel originated.

04. General Rules Applicable to Resettlement

Resettlement of Immediate Family

4.01 Immediate family members will be resettled at the same time as a staff member. The Manager,
Human Resources Operations, or a designated official, may authorize resettlement at different times of:

a. a staff member's former spouse after legal separation or divorce, former domestic partner after
termination of a domestic partnership, or surviving spouse/domestic partner after the death of a
staff member; and

b. a dependent child after he or she ceases to be a dependent, or who accompanies a former
spouse, or a former domestic partner being resettled at Bank Group expense.

4.02 If immediate family members resettle at a different time than a staff member, the Bank Group will
provide, to each immediate family member, resettlement travel by less than first class air. In these
cases the staff member can opt for a split shipment of personal and household effects in accordance
with paragraph 3.05 (c) of this Rule.

Time Limit

4.03 Staff Member And Immediate Family Resettling Together. Resettlement travel and shipment of a
staff member's automobile and personal and household effects must commence no later than 12
months after a staff member's termination date. The Manager, Human Resources Operations, or a
designated official, may approve an extension not to exceed 6 months if:

a. a staff member is employed by the Bank Group during the period of extension under an
appointment that does not qualify for resettlement; or

b. a staff member demonstrates that resettlement within 12 months after the termination date would
cause undue hardship.

4.04 Staff Member and Immediate Family Resettling at Different Times. Resettlement travel and
shipment of personal and household effects of immediate family members who resettle at a different
time than a staff member must commence no later than 12 months after the date of a legal separation,
divorce, termination of a domestic partnership, or death of a staff member, or the date that a dependent
child ceases to be a dependent, as applicable. The Manager, Human Resources Operations, or a
designated official, may approve an extension not to exceed 6 months if an immediate family member
demonstrates that resettlement within 12 months would cause undue hardship.

Proof of Resettlement

4.05 A staff member is required to certify in writing that he or she intends to reside at the place of
resettlement. Normally, this intention will be established when a staff member moves substantial
personal and household effects to the place of resettlement. The Bank Group may request a staff
member to provide evidence showing that resettlement took or will take place.

Cost Limitations

4.06 The Bank Group will provide resettlement benefits under Section 3 of this Rule from the staff
member's duty station or the family location to:
a. any place within the staff member's home country or to the initial place of recruitment with the WBG, whichever is higher, or
b. another country (including the duty station country), provided that the cost borne by the Bank Group does not exceed the cost of resettlement determined under par. (a) above. Where a staff member's home country is the United States, the cost borne by the Bank Group will not exceed the cost of resettlement to San Francisco.

Duplication of Benefits

4.07 The Bank Group will not pay resettlement benefits to the extent that they duplicate benefits provided by the staff member's next employer or the employer of the staff member's spouse or domestic partner. Staff members using any of the resettlement benefits provided in this Staff Rule will forfeit all claims to any benefits or allowances provided for resettlement under any other Bank Group program.

Bank Group and IMF Couples

4.08 If a staff member is: (a) married to, or (b) has registered as a domestic partner, or (c) is a registered domestic partner of a staff member of the Bank Group or IMF, for purposes of resettlement benefits, they will be treated as a family unit with one receiving benefits as a staff member, the other receiving benefits as a spouse or a domestic partner, and dependent children receiving benefits based on the eligibility of one staff member.

05. Separation Grant

Eligibility

5.01 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or before April 14, 1998 is eligible for a separation grant after at least 5 years of continuous service in a Regular, Fixed-Term, Open-Ended, Term, or Executive Director's Assistant appointment. The separation grant is paid when the staff member terminates employment with the Bank Group or when the staff member transfers from a Headquarters appointment to a Country Office appointment. A staff member who is re-appointed or transfers back to a Headquarters appointment after April 14, 1998 does not become eligible for a separation grant.

Amount of the Grant

5.02 Staff Member Resettles Outside the Duty Station Country. A staff member who resettles outside the duty station country after the employment termination date will receive a separation grant in the amount of 2 weeks of final net salary for each full year of qualifying service, and 1/365th of two weeks of final net salary for each additional day of qualifying service.

5.03 Staff Member Remains In the Duty Station Country. A staff member who remains in the duty station country after the employment termination date will receive a separation grant in the amount of two-thirds of the amount calculated under paragraph 5.02.

5.04 Qualifying Service. For purposes of this section, the term "qualifying service" means service after July 1, 1979, excluding:

a. service in excess of 26 years;

b. service during periods of external service without pay and leave without pay of 31 calendar days or more;

c. service during special leave for a staff member who receives a notice of redundancy under Rule 7.01 on or after July 1, 2000, or whose mutually agreed separation under Rule 7.01 is effective on or after July 1, 2000; and

d. service while holding a country office appointment.

Payment In Event of Staff Member's Death

5.05 If a staff member dies while in Bank Group service, the separation grant will be paid in accordance
with the provisions of Section 8 below. The separation grant will be calculated as follows:

a. the full separation grant, if at least one of the immediate family members resettles at Bank Group expense outside the duty station country; or
b. two-thirds of the full separation grant, if none of the immediate family members resettles at Bank Group expense outside the duty station country.

5.06 If the deceased staff member has no surviving spouse, domestic partner, or children, two-thirds of the separation grant will be paid to the staff member's estate.

Tax Allowance

5.07 The Bank Group will pay a tax allowance in respect of a separation grant to an eligible staff member in accordance with the provisions of Rule 6.04.

Estate Taxes

5.08 Except as specified in paragraph 5.07, the Bank Group will not pay allowances for any estate, inheritance, or other taxes that may be levied on the payment of the separation grant, either to the staff member's estate or to the surviving spouse, domestic partner, or children.

06. Special Termination Provisions for Extended Term Consultant and Extended Term Temporary Appointments

6.01 Upon termination of such appointments, staff members holding Extended Term Consultant and Extended Term Temporary appointments will be eligible to receive a lump sum indemnity payment equal to 15% of final annual salary divided by 365 for each day of service during their Extended Term Appointment.

6.02 If staff members who held an ETC or ETT appointment are subsequently hired by the Bank in appointments permitting participation in the Bank's Staff Retirement Plan, they will not receive service credit in the Staff Retirement Plan for service rendered under Extended Term Consultant or Extended Term Temporary appointments.

07. Expiration Payment for Term Staff

7.01 To address concerns that Term appointments provide less job security than Open Ended appointments, staff who have five or more continuous years of service in Term appointments, whose employment with the Bank Group ends due to expiration of their appointment on or after July 1, 2009, will be paid, upon termination of employment, an Expiration Payment equal to one month's net pay for each year of continuous service under Term appointments, up to a maximum of 9 years.

7.02 The Expiration Payment is a contingent benefit – it will not be paid if a Staff member converts to an Open Ended appointment, rejects an offered extension of appointment or ends employment for any reason other than expiration of their Term appointment.

7.03 Service under a Coterminous Term, Extended Term Consultant or Extended Term Temporary appointment will not be counted as service for purposes of the Expiration Payment.

08. Payments Upon the Death of a Staff Member

8.01 The date of death of a staff member will be the termination date of employment of the staff member.

8.02 In the event of a staff member's death, all amounts that the Bank Group owes to the staff member, other than benefits which have a separate beneficiary designation (e.g., beneficiary designation under the Staff Retirement Plan), will be paid to the beneficiaries designated by the staff member on the appropriate form executed by the staff member and filed with the Human Resources Operations. The Bank Group will make these payments net of any amounts owed by the staff member to the Bank Group ("net payments").
8.03 If no duly executed beneficiary designation form is filed with the Human Resources Operations, the Bank Group will make the net payments to the staff member's surviving spouse or domestic partner, or where there is no surviving spouse or domestic partner but there are surviving children, in equal shares to the surviving children. If the deceased staff member has no surviving spouse, domestic partner, or children, the Bank Group will make the net payments to the staff member's estate.

SECTION IV - EXCEPTION
None.

SECTION V - WAIVER
None.

SECTION VI - OTHER PROVISIONS
None.

SECTION VII - TEMPORARY PROVISIONS
None.

SECTION VIII - EFFECTIVE DATE
Effective date for this Directive is 1/1/2016

SECTION IX - ISSUER
World Bank Group Human Resources Vice President, HRDVP

SECTION X - SPONSOR
Lead HR Specialist, Policy II, HRDAO
SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 8.01, "Disciplinary Proceedings," (hereinafter "Rule") governs disciplinary proceedings, and the associated reporting, investigative and decision-making process, arising from allegations of misconduct involving:

a. Misuse of Bank Group funds or other public funds (e.g., donor trust funds) for personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, grants, or donor trust funds;

b. Abuse of position in the Bank Group for the personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, grants or donor trust funds; or

c. Fraud, corruption, coercion, collusion, or offering, receiving or soliciting bribes, kickbacks or other (e.g., in kind) personal benefits involving Bank Group financed/supported operations or corporate procurement; or embezzlement from Bank Group administrative budgets, loans, credits, grants or donor trust funds.

1.02 This Rule does not apply to allegations of misconduct to be addressed by the Office of Ethics and Business Conduct in accordance with Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)"); provided however, and subject to paragraph 1.03 of this Rule, INT may conduct preliminary inquiries or investigations in accordance with this Rule, into:

a. other allegations of misconduct related to, or arising from, allegations of misconduct set forth in paragraph 1.01 of this Rule; and

b. if in the interests of efficiency in the investigative or decision-making process, other allegations of misconduct identified during a preliminary inquiry or investigation not related to, or arising from, allegations of misconduct set forth in paragraph 1.01 of this Rule.

1.03 If at any time the Vice President, INT, or the Chief Ethics Officer determines that there is a
question as to whether all or any portion of a matter falls within the scope of authority of EBC or that of INT, the Vice President, INT, and the Chief Ethics Officer shall consult with each other to resolve the question.

1.04 A summary of staff rights, obligations, and procedural safeguards in the conduct of disciplinary proceedings under this Rule, as well as an overview of the process, is provided in the Directive/Procedure, "Conduct of Disciplinary Proceedings for INT Investigations."

1.05 This Rule applies to all staff members and former staff members of the institutions of the World Bank Group regarding actions taken in the course of their employment.

SECTION II - DEFINITIONS
1.06 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions."

SECTION III - SCOPE
02. Misconduct
2.01 Misconduct does not require malice or guilty purpose, and it includes, but is not limited to, the following acts and omissions:

a. Failure to observe Principles of Staff Employment, Staff Rules, and other duties of employment. Examples of such failure may include failure to observe Bank Group personnel information policies, public information disclosure policies, information security policies, or procurement policies; unauthorized use of Bank Group offices, equipment, computer resources or staff; abuse of authority; or abuse or misuse of Bank Group funds or other public funds (e.g., donor trust funds) or Bank Group property.

b. Reckless failure to identify, or failure to observe, generally applicable norms of prudent professional conduct; failure to perform assigned duties; gross negligence in the performance of assigned duties; performance of assigned duties in an improper or reckless manner; failure to know, and observe, the legal, policy, budgetary, and administrative standards and restrictions imposed by the Bank Group; undertaking an activity where authority to do so has been denied; or willful misrepresentation of facts intended to be relied upon.

c. Acts or omissions in conflict with the general obligations of staff members set forth in Principle 3, "General Obligations of Staff Members," of the Principles of Staff Employment and Staff Rules 3.01 through 3.06, "General Obligations of Staff Members."

d. Misuse of Bank Group funds or other public funds for personal gain of oneself or another in connection with Bank activities or employment, or abuse of position in the Bank for personal gain of oneself or another.

Reporting of Suspected Misconduct
2.02 Reporting of allegations of suspected misconduct involving the matters set forth in paragraph 1.01 of this Rule shall be handled in accordance with the provisions of this paragraph 2.02, paragraph 2.03 and Section 5, "Confidentiality and Anonymity," of this Rule, and Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)."

a. Fraud or Corruption. A staff member has a duty to report suspected fraud or corruption in Bank Group supported operations and projects or in the administration of Bank Group business to his/her line management (i.e., the staff member's direct manager or any higher official in the staff member's management chain up to the Vice Presidential level) or to INT. A manager who suspects or receives a report of suspected fraud or corruption has an obligation to report it to INT.

b. Other Misconduct. A staff member is encouraged to report all other forms of misconduct to his/her line management or EBC, but is not required to do so. A manager who suspects or receives a report of suspected misconduct, however, has an obligation to report it to EBC. With respect to reports of suspected misconduct that may threaten the operations or
governance of the Bank Group, the provisions of Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)," shall apply.

c. **Additional Reporting Channels.** Where a staff member has grounds to believe that reporting suspected misconduct (whether fraud, corruption, or other misconduct) to line management and INT would subject the staff member to retaliation or create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed, the staff member may report suspected misconduct directly to the President, a Managing Director, the Senior Vice President and Group General Counsel, or the World Bank Group Human Resources Vice President, as the staff member may prefer, with a request that an alternative reviewer outside INT be designated to review the report of suspected misconduct as further set forth in paragraph 4.04 of this Rule. Reports of suspected misconduct involving Board Officials should be submitted to the Ethics Committee of the Board as provided in the Code of Conduct for Board Officials.

d. **Timing.** To facilitate effective investigation and remediation, staff members should report suspected misconduct as soon as possible after becoming aware of the suspected misconduct.

e. **Supporting Information.** A report should be accompanied by any information or evidence in the staff member's possession that would support a belief that misconduct may have occurred.

f. **Knowingly False or Reckless Allegations.** A staff member's transmission of allegations that are knowingly false or made with reckless disregard as to whether they are true or false itself constitutes misconduct and shall subject the staff member to proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)."

### Prohibition of Retaliation

2.03 Retaliation by a staff member against any person who provides information about suspected misconduct under this Rule is expressly prohibited and shall subject the staff member to proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)."

### 03. Disciplinary Measures

3.01 Disciplinary measures may be imposed whenever there is a finding of misconduct. Upon a finding of misconduct, disciplinary measures, if any, imposed by the Bank Group on a staff member will be determined on a case-by-case basis. Any decision on disciplinary measures will take into account such factors as the seriousness of the matter, any extenuating circumstances, the situation of the staff member, the interests of the Bank Group, and the frequency of conduct for which disciplinary measures may be imposed. In addition to the provisions set forth under paragraph 10.09 of Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," termination of service will be mandatory, where it is determined that a staff member has engaged in the misuse of Bank Group funds or other public funds for the personal gain of oneself or another in connection with Bank Group activities or employment, or has engaged in the abuse of position in the Bank Group for the personal gain of oneself or another.

3.02 Where termination is mandatory under this Rule, the President, or the President's designee appointed to review the case, retains full and sole discretion to determine otherwise where there has been a manifest lack of due process in the relevant case.

3.03 Depending on the circumstances of the case, one or more of the following disciplinary measures may be taken by the Bank Group when misconduct is determined to have occurred, provided the determination is made within three years from the date the misconduct is discovered, except that no time limitation will apply to a determination of misconduct for which mandatory termination is to be imposed:

a. Oral or written censure;

b. Suspension from duty with pay, with reduced pay, or without pay;

c. Restrictions on access to the Bank's premises;

d. Restitution, compensation or forfeiture payable to the Bank Group from a staff member's pay or benefits, or through a reduction or elimination of a salary increase in respect of a prior year in which it is later determined misconduct occurred, either to penalize a staff member or to pay the Bank Group for losses attributable to misconduct;

e. Removal of privileges or benefits, whether permanently or for a specified period of time;
f. Reassignment;
g. Assignment to a lower level position;
h. Demotion without assignment to a lower level position;
i. Ineligibility for promotion, whether permanently or for a specified period;
j. Reduction in future pay, including the withholding of future pay increases;
k. Termination of appointment; and
l. Loss of future employment and contractual opportunities with the Bank Group.

Suspension of Payment of Benefits Due Upon Termination

3.04 If a staff member terminates from service while a misconduct investigation is ongoing, the World Bank Group Human Resources Vice President may suspend payment of all benefits due to the staff member upon termination, except for benefits due under the Staff Retirement Plan, until a decision on misconduct is made provided that:

a. there is a reasonable basis to believe that the staff member may be required to pay restitution or to otherwise compensate the Bank Group for financial losses attributable to the staff member’s actions;
b. the suspended funds will earn interest at the savings account rate offered by the BankFund Staff Federal Credit Union during the period of the suspension, if posted in Headquarters, and the local savings account rate determined by the head of the country office, if posted in a country office;
c. suspension of payment is unlikely to cause undue hardship for the staff member;
d. the staff member is notified of the decision to suspend payment of benefits, the reasons for the suspension, and of the right to appeal the decision directly to the Administrative Tribunal; and

e. payment of benefits shall not be suspended for longer than one year, except where the World Bank Group Human Resources Vice President determines that additional time is needed to complete an investigation.

3.05 If the staff member is determined to owe funds to the Bank Group when a decision on misconduct is made, those funds may be deducted in full from any benefits suspended under paragraph 3.04 of this Rule. If the staff member is determined not to owe funds to the Bank Group, the benefits shall be paid to the staff member in full, plus interest, within 30 days from the date that the decision on misconduct is made.

04. Disciplinary and Decision-Making Process

Initiating the Investigative Process

4.01 The investigative process may be initiated by the Bank Group whenever conduct within the scope of paragraphs 1.01 or 1.02 of this Rule for which disciplinary measures may be imposed is reported to INT, or to the World Bank Group Human Resources Vice President.

Preliminary Inquiry.

4.02 Where an allegation of misconduct as set forth under paragraph 1.01 of this Rule is reported, a preliminary inquiry may be undertaken if necessary to determine whether there is sufficient evidence to warrant further proceedings. INT will conduct all preliminary inquiries, except where INT requests a staff member’s manager, or where the President or the World Bank Group Human Resources Vice President designates a person outside of INT, to conduct the inquiry. Where it is determined there is a sufficient basis to merit further proceedings, an investigation will be undertaken to determine the substance and circumstances of the matter.

Notification of Alleged Misconduct

4.03 Where it is determined that there is a sufficient basis to merit an investigation, the staff member will be notified in writing of the alleged misconduct at the onset of the investigation. The notice will include a description of the allegations made against the staff member, and a summary of
Conduct of Investigation

4.04 INT will conduct all investigations that fall within the scope of acts or omissions listed in paragraph 1.01 of this Rule except (a) where INT requests a staff member's manager to conduct the investigation or (b) where the President, a Managing Director, the Senior Vice President and Group General Counsel, or the World Bank Group Human Resources Vice President designates a person outside of INT to conduct the investigation. Any designation of an alternative reviewer outside INT, pursuant to paragraph 4.04 (b) of this Rule, shall require prior authorization of the President, so as to avoid potentially conflicting designations by the aforementioned officials. An alternative reviewer may be any person outside INT, including an external reviewer from outside the Bank Group. Reports of suspected misconduct involving INT shall be reviewed by an alternative reviewer outside INT. Reports of suspected misconduct involving Board Officials shall be handled by the Ethics Committee of the Board in accordance with the Code of Conduct for Board Officials.

Gathering of Information

4.05 The person conducting a preliminary inquiry or an investigation may:

a. Call upon any staff member for the production of documents believed to have probative value;
b. Interview any staff member who is believed to have knowledge of the events in question; and
c. Consult persons believed to have, or materials believed to contain, information of probative value to the investigation.

Duty to Cooperate

4.06 A staff member who is the subject of a preliminary inquiry or an investigation has a duty to cooperate with the person conducting the investigation. A staff member believed to have knowledge relevant to a preliminary inquiry or an investigation also has a duty to cooperate absent a showing by the staff member of reasons, determined by the person conducting the investigation, to be sufficient to justify failure to cooperate. Failure or refusal to cooperate may constitute misconduct under this Rule.

Administrative Leave

4.07 The World Bank Group Human Resources Vice President or a Managing Director, may place a staff member on Administrative Leave pending completion of an investigation. Administrative Leave can last up to six months, and can be extended when the World Bank Group Human Resources Vice President determines that additional time is needed to complete an investigation. A staff member will be notified in writing of the decision to place a staff member on Administrative Leave, the reason for the decision, and the duration of the Administrative Leave.

The Right to Respond

4.08 During an Investigation. A staff member has a right to respond to allegations of misconduct during the course of the investigation either orally or in writing, or both, and may be required to do so by the person conducting the investigation. The amount of time allowed a staff member to respond in writing will take into account the complexity and seriousness of the matter, but will not be less than ten work days.

4.09 At the End of an Investigation. A staff member will be provided with a copy of the draft investigative report at the conclusion of an investigation in order to afford a staff member an opportunity to comment on the findings. The amount of time allowed a staff member to comment will take into account the complexity and seriousness of the matter, but will not be less than ten workdays. The report, along with the staff member's comments and a response from the person conducting the investigation will be submitted to the World Bank Group Human Resources Vice
President for a decision.

4.10 **Assistance During an Investigation.** A staff member may be accompanied at investigation interviews by another staff member who is reasonably available and who is not connected to the matter under investigation. The presence of such a person will not relieve a staff member of the obligation to respond personally in the matter under investigation. Members of any Legal Vice Presidency or Legal Department of the Bank Group may not represent, advise or otherwise assist a staff member in connection with investigations into suspected misconduct.

**Decision-Making Process**

4.11 See below:

a. Where the investigation has been conducted by INT or by a person designated by the President or the World Bank Group Human Resources Vice President, the determination whether misconduct has occurred and what disciplinary measures, if any, to impose will be made:
   i. by the World Bank Group Human Resources Vice President; or
   ii. where there is conflict of interest for the World Bank Group Human Resources Vice President, a Managing Director, or the President. The decision will be made considering findings of fact and conclusions of the person conducting the investigation and recommendations from any other official the decision-maker consults for advice. Where a person designated by the President has conducted an investigation, the determination whether misconduct occurred and what disciplinary measures to impose will be made by the President, or by a person designated by the President for that purpose.

b. Where the investigation has been conducted by a manager of a staff member, the manager will determine whether misconduct has occurred and, if so, may censure the staff member orally or in writing. If a manager believes the discipline should be something other than oral or written censure, the manager will make a recommendation to the World Bank Group Human Resources Vice President, regarding a decision on the finding of misconduct and the discipline to be imposed.

**Notification of Decision on Misconduct**

4.12 A staff member will be notified by the decision-maker of the disciplinary measures that will be taken, the reasons for their imposition, and the right to appeal the decision to the Bank Group Administrative Tribunal. Except where the measure is oral censure, the notification will be in writing.

**Retention of Records Regarding Disciplinary Measures**

4.13 Except for oral censure, the Bank Group will retain in a staff member's Staff Records information regarding disciplinary measures taken. The decision-maker will specify the period of time a record of the disciplinary action will be kept in a staff member's official personnel file. This information will be subject to the terms and conditions in Staff Rule 2.01, "Confidentiality of Personnel Information."

**05. Confidentiality and Anonymity**

5.01 A staff member who reports suspected misconduct to INT or otherwise under this Rule may choose to remain anonymous or request that his/her name be kept confidential. Anonymity means that a staff member does not provide the Bank Group with his/her name. Confidentiality means that a staff member provides his/her name, but the Bank Group will not reveal the source of the allegations to anyone outside of the investigative team unless the staff member consents to disclosure, or the Bank Group is so requested by a competent judicial authority within a member government, and agrees to comply with such request, or it is determined that the staff member made allegations that were knowingly false or made with reckless disregard as to whether they are true or false.
5.02 Staff are encouraged to report in a manner that will facilitate effective investigation and remediation, which in general will mean open or confidential, rather than anonymous, reporting. A staff member who chooses to report on an anonymous basis must provide in a timely manner enough information concerning the basis of the allegations and sufficient detail or supporting evidence that the matter can be pursued responsibly. Otherwise, the matter usually cannot be pursued further. Even where anonymous allegations are sufficiently detailed or supported to permit a responsible investigation to be conducted, no final finding of misconduct will be made based solely on the anonymous allegations without independent corroboration.

06. Referral of Cases for Law Enforcement Purposes

6.01 Where the Bank Group has a reason to believe that laws of a member country may have been violated, it may disclose information relevant to the alleged violation to local or national authorities for law enforcement purposes. Information that may be disclosed is Personnel Information, as defined in Staff Rule 2.01, "Confidentiality of Personnel Information," which may include investigative records, operational documents, and other records, investigative materials and information in the Bank Group's possession. The staff member shall be notified of what information was disclosed and to whom within 30 calendar days after the disclosure is made, except where law enforcement authorities request the Bank Group to delay such notification.

07. Disclosure of Information to Member Countries and Public International Organizations

7.01 The Bank Group may disclose Personnel Information, as defined in Staff Rule 2.01, "Confidentiality of Personnel Information," which may include investigative records about a current or a former staff member's misconduct, and about the disciplinary measures imposed, to governmental bodies of member countries and to public international organizations under the following circumstances:

a. a final decision has been made regarding misconduct and disciplinary measures,

b. the staff member has either exhausted the appeals process with the Administrative Tribunal, or the time to file such appeal has expired; and

c. a governmental body of a member country or a public international organization has requested the information and demonstrated a legitimate need to know such information, and has agreed to treat the information in a confidential manner.

7.02 Notwithstanding paragraph 7.01 (b) of this Rule, in exceptional circumstances, where the misconduct is serious and withholding of information could have an adverse effect on the Bank Group's relations with a member country or a public international organization, a Managing Director, in consultation with the World Bank Group Human Resources Vice President, and with the Vice President, Integrity (with regard to proceedings under this Rule) or the Chief Ethics Officer (with regard to proceedings under Staff Rule 3.00, "Office of Ethics and Business Conducts (EBC)"), may decide that information should be disclosed before a staff member has exhausted the appeal process or before the time to file such appeal has expired, provided that the requirements of paragraphs 7.01(a) and (c) of this Rule have been satisfied.

SECTION IV - EXCEPTION

None

SECTION V - WAIVER

The Issuer may waive any provision of this Rule, with advice from the Vice President, Integrity, INTVP.

SECTION VI - OTHER PROVISIONS

None
SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuer of this Rule is the President, IBRD/IDA, IFC and MIGA, EXC

SECTION X - SPONSOR
The Sponsor(s) of this Rule are:

Vice President, Integrity, INTVP
IFC Executive Vice President and CEO, CEXVP
MIGA Executive Vice President and CEO, MIGEX

SECTION XI - RELATED DOCUMENTS
Directive/Procedure, "Conduct of Disciplinary Proceedings for INT Investigations"
Staff Rule 2.01, "Confidentiality of Personnel Information"
Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)"
Directive/Procedure, "Conduct of Disciplinary Proceedings for EBC Investigations"
Staff Rule 8.02, "Protection and Procedures for Reporting Misconduct (Whistleblowing)"

ANNEX(ES)
None

Attention:
Questions regarding this Directive should be addressed to the Vice President, Integrity, INTVP.
08 Misconduct Policy and Procedure
08.02 Protections and Procedures for Reporting Misconduct (Whistleblowing)

SECTION I – PURPOSE AND APPLICATION
1.01 This Directive, Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)" (hereinafter Rule) clarifies the rights and responsibilities of Staff Members with respect to reporting suspected misconduct that may threaten the operations or governance of the Bank Group, so as to encourage Staff Members to raise concerns and enable the Bank Group to effectively address such cases, manage risks, and uphold standards of good governance. This Rule was most recently amended on March 30, 2018.

1.02 This Rule applies to all current and former Staff Members, as defined in Staff Rule 1.01, "General Provisions," and Staff Rule 4.01, "Appointment," regarding actions taken in the course of their employment.

1.03 This Rule applies to reports of suspected misconduct that may threaten the operations or governance of the Bank Group. The protections set out in this Rule apply whether the subject of the allegations is a Staff Member or any other person or entity inside or outside the Bank Group.

SECTION II – DEFINITIONS
1.04 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions."

SECTION III – SCOPE
02. Staff Rights and Obligations in Reporting Suspected Misconduct

2.01 General. The duties of Bank Group staff to report suspected misconduct and to cooperate with the Bank Group are set forth in Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," Section 7 and paragraph 8.04, and in Staff Rule 8.01, "Disciplinary Procedures," paragraphs 2.02 and 4.06. Further to those provisions:

a. Confidentiality. The identity of a staff member who brings a concern or allegation to EBC under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," will be confidential as provided for in Section 7 of that Rule. A staff member who reports suspected misconduct under Staff Rule 8.01 "Disciplinary Procedures," may request that his or her name be kept confidential, as provided for in Section 5 of that Rule.
b. **Anonymous Allegations.** Staff members who report misconduct may choose to remain anonymous, as provided in Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," Section 7 and in Staff Rule 8.01, "Disciplinary Procedures," Section 5. A staff member who chooses to report on an anonymous basis must provide in a timely manner enough information concerning the basis of the allegations and sufficient detail or supporting evidence that the matter can be pursued responsibly. Otherwise, the matter usually cannot be pursued further. Even where anonymous allegations are sufficiently detailed or supported to permit a responsible review of the allegations under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or investigation under Staff Rule 8.01, to be conducted, no final finding of misconduct will be made based solely on the anonymous allegations without independent corroboration. Staff members are encouraged to report in a manner that will facilitate effective review or investigation of the allegations, and remediation, which in general will mean open or confidential, rather than anonymous, reporting.

c. **Timing.** To facilitate effective review of allegations under Staff Rule 3.00, or investigation under Staff Rule 8.01, and remediation, staff members should report suspected misconduct as soon as possible after becoming aware of the suspected misconduct.

d. **Supporting Information.** A report should be accompanied by any information or evidence in the staff member’s possession that would support a belief that misconduct may have occurred.

e. **Reporting allegations involving Board Officials.** Reports of suspected misconduct involving Board Officials are submitted directly to the Ethics Committee of the Board as provided in the Code of Conduct for Board Officials. In the alternative, a Staff Member may report suspected misconduct to EBC, in which case, confidentiality and anonymity protections available to reporters under this Rule shall apply.

2.02 **Reporting Channels.** Staff Members are encouraged to report suspected misconduct, to EBC and are required to report to INT suspected fraud or corruption in Bank Group financed projects or in the administration of Bank Group business. A Manager who suspects or receives a report of suspected misconduct has an obligation to report it. Suspected misconduct that falls within the scope of EBC, as described in Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," Section 6, is to be reported in accordance with Section 7 of that Rule. Suspected misconduct that falls within the scope of INT, as described in Staff Rule 8.01, "Disciplinary Procedures," paragraph 1.01, is to be reported in accordance with paragraph 2.02 of that Rule. Where a Staff Member has grounds to believe that reporting to line management or EBC or INT, as applicable, would subject the Staff Member to retaliation or create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed, the Staff Member may report suspected misconduct directly to the President, a Managing Director, the Senior Vice President and General Counsel, or the World Bank Group Human Resources Vice President, as the Staff Member may prefer, with a request that an alternative reviewer outside EBC or INT, as applicable, be designated to review the report of suspected misconduct. As provided in paragraph 2.01(e) of this Rule, a Staff Member may report suspected misconduct involving Board Officials to either EBC or the Ethics Committee of the Board. If submitted to EBC, EBC will refer the report of suspected misconduct involving Board Officials to the Ethics Committee for further review in accordance with paragraph 2.03 of this Rule. At the Staff Member’s request, EBC will not disclose Staff Member’s identity to the Ethics Committee.

2.03 **Review of Reports of Misconduct.** A fair, prompt and thorough review of the facts and circumstances regarding reports of suspected misconduct under this Rule shall be conducted by INT or EBC, or by a person outside INT or EBC designated pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," paragraph 6.03; or Staff Rule 8.01, "Disciplinary Procedures," paragraph 4.04, "Conduct of Investigation," respectively. An alternative reviewer may be any person outside EBC or INT, including an external reviewer from outside the Bank Group. Reports of suspected misconduct involving EBC or INT shall be reviewed by an alternative reviewer outside EBC or INT, respectively. Reports of suspected misconduct involving Board Officials shall be handled by the Ethics Committee of the Board in accordance with the Code of Conduct for Board Officials. The Ethics Committee may designate EBC, INT, Ethics Advisor (appointed under the Code of Conduct for Board Officials), or another alternative reviewer to investigate allegations of misconduct involving Board Officials. EBC or INT may decide whether to undertake a delegated investigation and will notify the Ethics Committee of their respective decision.

2.04 **Prohibition Against Retaliation.** Managers and other Staff Members are expressly prohibited from engaging in any form of retaliation against any person for reporting suspected misconduct under this Rule, or for cooperating or providing information during an ensuing review of allegations under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or investigative process under Staff Rule 8.01, "Disciplinary Procedures." Under the Code of Conduct for Board Officials, Board Officials are prohibited from retaliating against an individual who reports in good faith suspected misconduct by a Board Official. This prohibition against retaliation extends also to retaliation against any person because such person was believed to be about to report misconduct or believed to have reported misconduct, even if such belief is mistaken. For purposes of this Rule, retaliation shall mean any direct or indirect detrimental action recommended, threatened, or taken because an individual engaged in an activity protected by this Rule. A Staff Member who believes s/he has been retaliated against in violation of this provision may seek relief in accordance with Section 3 of this Rule. A Staff Member who engages in such
retaliation shall be subject to proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)."

2.05 **Interim Protections.** Staff Members who report suspected misconduct under this Rule, as well as Staff Members who cooperate or provide information regarding suspected misconduct in the course of an ensuing review of allegations under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or investigative process under Staff Rule 8.01, "Disciplinary Procedures," shall be accorded interim protections during the course of review or investigation as necessary to safeguard the interests of such Staff Members. At the direction of the World Bank Group Human Resources Vice President, and with the consent of the Staff Member, such interim protections may include temporary reassignment to another unit in accordance with Staff Rule 5.01 "Reassignment" or, in exigent circumstances, temporary placement on administrative leave in accordance with Staff Rule 6.06, "Leave."

2.06 **Periodic Updates; Notice of Outcome.** Staff Members who report suspected misconduct under this Rule shall be provided with periodic updates on the status of the Bank Group's review of the suspected misconduct under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or investigative process under Staff Rule 8.01, "Disciplinary Procedures," as well as notice of the final outcome of the review or investigative process, including whether misconduct has been substantiated and whether disciplinary measures, sanctions, or other remedial measures have been taken. Information regarding disciplinary measures imposed on another Staff Member shall be handled in accordance with Staff Rule 2.01, "Confidentiality of Personnel Information," Section 5, "Disciplinary Matters." Where an allegation is made against a Board Official, if the Staff Member reports suspected misconduct to EBC, or if the Ethics Committee delegates the investigation to EBC or INT pursuant to paragraph 2.03 of this Rule, then the Staff Member will be notified by the respective VPU of (a) the status of the investigation; (b) EBC or INT's decision whether or not to investigate the suspected misconduct, and (c) the final outcome of the investigation, if conducted by EBC or INT.

2.07 **Right to Refuse; Participation in Misconduct.** Staff Members have the right and obligation to refuse to participate in misconduct. A Staff Member who has participated in misconduct may not avoid disciplinary proceedings simply by reporting the misconduct and seeking protection under this Rule. Depending upon the circumstances, a Staff Member's reporting and degree of cooperation may be taken into consideration in determining the appropriate disciplinary measures for that Staff Member pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or Staff Rule 8.01, "Disciplinary Procedures."

2.08 **Knowingly False or Reckless Allegations.** The protections afforded by this Rule do not require that the Staff Member’s report of suspected misconduct lead to a final determination by the Bank Group that misconduct has occurred. Nor is the Staff Member required to determine whether the suspected misconduct meets a specific degree of seriousness. However, this Rule does not protect the transmission of allegations that are knowingly false or made with reckless disregard as to whether they are true or false. A Staff Member’s transmission of such allegations itself constitutes misconduct and shall subject the Staff Member to proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)."

2.09 **Advice.** Staff Members who are uncertain as to how they should handle suspected misconduct in accordance with this Rule may seek confidential guidance and advice from EBC in accordance with Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or from the Ombuds Services Office, in accordance with Staff Rule 9.02, "Ombuds Services Office."

03 **Procedures for Handling Claims of Retaliation**

3.01 **Relief through Appeals or Alternative Dispute Resolution.** Staff Members who believe they have been retaliated against in violation of paragraph 2.04 of this Rule may seek relief as follows:

a. **Appeals.** A Staff Member who seeks relief from an adverse employment action alleged to constitute retaliation has the right to a fair, prompt and thorough review of the challenged action. A Staff Member may formally challenge the alleged retaliatory action before the Peer Review Services and Administrative Tribunal pursuant to the established procedures of those bodies as set forth in Staff Rule 9.03, "Peer Review Services," and Staff Rule 9.05, "The World Bank Administrative Tribunal," respectively. Where a Staff Member has made a prima facie case of retaliation for an activity protected by this Rule (i.e., by showing that the Staff Member reported suspected misconduct under this Rule and has a reasonable belief that such report was a contributing factor in a subsequent adverse employment action), the burden of proof shall shift to the Bank Group to show – by clear and convincing evidence – that the same employment action would have been taken absent the Staff Member’s protected activity.

b. **Alternative Dispute Resolution.** A Staff Member may seek alternative dispute resolution of the matter in the form of mediation or conciliation through, respectively, the Office of Mediation Services pursuant to Staff Rule 9.01, "Mediation Services," or the Ombuds Services Office pursuant to Staff Rule 9.02, "Ombuds Services Office." At the Staff Member's option, mediation may be conducted by an external mediator.
3.02 Proceedings Regarding Alleged Retaliation. Proceedings against staff alleged to have engaged in retaliation in violation of paragraph 2.04 of this Rule shall be handled in accordance with Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," and the following provisions:

a. Reporting Retaliation. A Staff Member may report suspected retaliation by a Manager or another Staff Member to their line management or EBC. Where a Staff Member has grounds to believe that reporting suspected retaliation to line management and EBC would subject the Staff Member to further retaliation or create a likelihood that evidence relating to the suspected retaliation will be concealed or destroyed, the Staff Member may report the suspected retaliation directly to the President, a Managing Director, the Senior Vice President and General Counsel, or the World Bank Group Human Resources Vice President, as the Staff Member may prefer, with a request that an alternative reviewer outside EBC be designated to review the report. A Staff Member may report suspected retaliation by a Board Official to either EBC or the Ethics Committee of the Board. If submitted to EBC, EBC shall refer the report to the Ethics Committee. At the Staff Member’s request, EBC will not disclose Staff Member’s identity to the Ethics Committee.

b. Review of Retaliation Claims. A fair, prompt and thorough review of the facts and circumstances regarding the retaliation claim shall be conducted by EBC or by a person outside EBC designated by the President, a Managing Director, the Senior Vice President and General Counsel, or the World Bank Group Human Resources Vice President. An alternative reviewer may be any person outside EBC, including an external reviewer from outside the Bank Group. Any allegations of retaliation involving EBC shall be reviewed by an alternative reviewer outside EBC. Where it appears inappropriate for the person(s) who had previously reviewed a Staff Member’s report of suspected misconduct to review a subsequent retaliation claim brought by the same Staff Member, another person shall review the retaliation claim.

c. Periodic Updates; Notice of Outcome. A Staff Member alleging retaliation shall be provided with periodic updates on the status of the Bank Group’s review of the alleged retaliation under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," as well as notice of the final outcome of the review, including whether misconduct has been substantiated and whether disciplinary measures, sanctions, or other remedial measures have been taken. Information regarding disciplinary measures imposed on another Staff Member shall be handled in accordance with Staff Rule 2.01, "Confidentiality of Personnel Information," Section 5, "Disciplinary Matters." Where an allegation of retaliation is made against a Board Official, if the Staff Member reports suspected misconduct to EBC, or if the Ethics Committee delegates the investigation to EBC or INT pursuant to paragraph 2.03 of this Rule, the Staff Member will be notified by the respective VPU of (a) the status of the investigation; (b) EBC or INT’s decision whether or not to investigate the suspected misconduct, and (c) the final outcome of the investigation, if conducted by EBC or INT.

3.03 Proceedings under paragraphs 3.01 and 3.02 of this Rule may take place concurrently or independently.

a. When request for relief precedes proceedings regarding alleged retaliation: A Staff Member may seek relief from retaliation under paragraph 3.01 of this Rule, regardless of whether retaliation has already been reported, investigated or substantiated through proceedings under paragraph 3.02 of this Rule. When a Staff Member files a Request for Review with the Peer Review Services that alleges retaliation for activities protected under this Rule, the Peer Review Services shall provide the Staff Member filing the Request for Review with written notification that the Staff Member may also provide these allegations to EBC or, in cases involving EBC, to the World Bank Group Human Resources Vice President, for review and potential proceedings as may be appropriate. Such notification shall not automatically suspend or delay the Staff Member’s Request for Review. When the Peer Review panel designated to consider the Request for Review issues its recommendation, if there is in the panel’s view a sufficient basis to believe that retaliation under this Rule may have occurred or occurred, the panel shall submit a copy of its recommendation on the matter to EBC or, in cases involving EBC, to the World Bank Group Human Resources Vice President, for review and potential proceedings as may be appropriate.

b. When proceedings regarding alleged retaliation precede request for relief: When a Staff Member has not yet sought relief under paragraph 3.01 of this Rule, but retaliation has been substantiated through proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," the World Bank Group Human Resources Vice President may offer relief, compensation or other corrective measures to the Staff Member who suffered retaliation, without requiring the Staff Member to take action under paragraph 3.01 of this Rule. Such corrective measures shall be provided in consultation with the Staff Member.

3.04 Advice. Staff Members who are uncertain as to how they should handle suspected retaliation under this Rule may seek confidential guidance and advice from EBC in accordance with Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," or from the Ombuds Services Office, or other associated services within the Internal Justice Services (IJS), or the World Bank Group Staff Association.

04. External Reporting
4.01 Because a primary objective of this Rule is to enable the Bank Group to take institutional measures necessary to remedy misconduct, Staff Members are generally required to report suspected misconduct under this Rule through the internal mechanisms set forth in paragraph 2.02 of this Rule.

4.02 Nevertheless, protections against retaliation by Bank Group Managers or other Staff Members shall be extended to a Staff Member who reports suspected misconduct to an entity or individual outside of the established internal mechanisms where the Staff Member can show that:

a. such reporting is necessary so as to avoid:

   i. a significant threat to public health or safety; or
   ii. substantive damage to Bank Group operations; or
   iii. a violation of national or international law; and

b. the established internal mechanisms are inadequate because:

   i. the Staff Member has grounds to believe that it is not possible to report the suspected misconduct pursuant to any of the established internal mechanisms because all such avenues would subject the Staff Member to retaliation within the institution; or
   ii. the Staff Member has grounds to believe that it is not possible to report the suspected misconduct pursuant to any of the established internal mechanisms because all such avenues would create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed; or
   iii. the Staff Member has previously reported the suspected misconduct through the established internal mechanisms (and not on an anonymous basis), and the Bank Group has failed to inform the Staff Member in writing of the status of the matter within six months of such report; and

c. the Staff Member does not accept payment or any other benefit from any party for such report.

4.03 Qualified external reports that are made by Staff Members in accordance with paragraph 4.02 of this Rule, and consistent with any confidentiality obligations to concerned third parties, shall not be considered as a breach of Staff Members' obligations with regard to the disclosure and use of non-public information under Staff Rule 3.01, "Standards of Professional Conduct," Section 5, "Disclosure and Use of Non-Public Information."

05. Prohibition of Retaliation Against Outside Parties

5.01 As provided in Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," and reiterated in paragraph 2.04 of this Rule, retaliation by a Staff Member against any person who provides information about suspected misconduct is expressly prohibited and shall subject a staff member to proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)." This prohibition is not limited to retaliation against other Bank Group Staff Members. The prohibition includes retaliation against Bank Group contractors and their employees, agents or representatives, and any other persons engaged in dealings with the Bank Group.
SECTION VIII – EFFECTIVE DATE
This Directive is effective as of the date on its cover page.

SECTION IX – ISSUER
The Issuer of this Rule is the President, IBRD/IDA, IFC and MIGA, EXC

SECTION X – SPONSOR
The Sponsor(s) of this Rule are:

Vice President, Integrity, INTVP

IFC Chief Executive Officer, IFCEO

MIGA Executive Vice President and CEO, MIGEX

SECTION XI – RELATED DOCUMENTS

ANNEX(ES)
None
09 Conflict Resolution
09.01 Mediation Services

01. Subject and Applicability

Subject

1.01 Mediation Services is a neutral facility within the Bank Group whose purpose is to facilitate effective communication among staff members and assist them in reaching mutually acceptable solutions to conflicts, concerns or issues that are affecting them.

This Directive, Staff Rule 9.01, "Mediation Services," (hereinafter "Rule") describes the functions of Mediation Services and establishes procedures of the process. This Rule was most recently amended on August 10, 2016.

Applicability

1.02 The provisions of this Rule apply to all current and former Bank Group staff members.

02. Appointment and Responsibilities of the Manager, Mediation Services

2.01 The Manager of Mediation Services is appointed by the President, or his/her designee, for a period of five years. This appointment may be renewed by the President, or his/her designee for one additional five year term. The Manager is responsible for developing, implementing, and coordinating the World Bank Group Mediation program.

03. Policy, Definition, Purpose and Objectives

Policy

3.01 To build the most effective global institution to fight poverty, the Bank Group needs a workplace culture that values staff diversity, and promotes mutual trust and team work. It is the policy of the Bank Group to encourage staff and managers to address and resolve work related disputes directly, whenever possible. Mediation Services is available to staff members who are either unable to resolve these disputes themselves or do not feel comfortable approaching the other party.

Definition

3.02 Mediation is a process in which parties to a dispute use the services of an impartial and independent third party to increase the quality of their communication and look for mutually agreeable solutions to their conflicts. Mediation is a good-faith attempt to resolve workplace conflict, characterized by:
Voluntariness: Although staff and managers may be asked to make an initial good faith attempt to mediate, continued participation in the process after the first session is voluntary. Reaching or not reaching an agreement on the substantive issue is entirely voluntary.

Confidentiality: Participants are prohibited from disclosing information learned during any stage of the mediation process to individuals not involved in it, unless all participants agree.

Informality: Mediation is not a formal fact-finding process. There are no rules of discovery or motions. Mediation is informal and flexible to the needs of the parties.

Purpose and Objectives

3.03 The purpose of mediation is to provide parties with a safe, confidential and informal process to help staff members communicate effectively with the help of an independent, impartial professional. The objectives of mediation include:

a. Empowering parties to resolve work related disputes;

b. Encouraging open communications in a non-threatening environment;

c. Minimizing the use of adversarial dispute resolution mechanisms; and

d. Improving workplace relationships and working conditions.

04. The Mediation Process

Requests for Mediation

4.01 Requests for mediation may be made in writing jointly by all parties, individually by one of the parties, or by anyone directly or indirectly involved in the dispute. After receiving this initial request, Mediation Services will conduct an intake session with each of the parties individually to determine whether mediation is appropriate. Bank Group staff members are expected to meet and collaborate with Mediation Services for case intake purposes.

4.02 If Mediation Services determines that the case is not appropriate for mediation, the staff members will be referred to other resources in the Bank Group.

4.03 If Mediation Services determines that the case is appropriate for mediation, the parties shall participate in the first mediation session. At the end of the first mediation session, the parties can decide whether they want to continue with the mediation and, if so, how to proceed.

Temporary Stay of Terms

4.04 Pursuant to Staff Rule 9.03, if a staff member requests mediation prior to the expiration of the 120-day deadline for submitting a Request for Review, the term will be temporarily stayed. If the mediation does not solve the matter, the parties shall have the remainder of the original term or 30 calendar days from the closing of the case by Mediation Services, whichever is greater, for submitting the Request for Review.

4.05 Pursuant to Staff Rule 9.03, if a staff member requests mediation after filing a Request for Review, or if the Peer Review Panel refers the case for mediation, the process will be temporarily stayed. If the mediation does not solve the matter, Mediation Services will close the case and the peer review process will continue from the point at which it was temporarily stayed.

4.06 Staff members are strongly encouraged to consult the Peer Review Secretariat and read Staff Rule 9.03 for further guidance and information.

Mediators

4.07 Mediators treat all parties to a dispute with respect and even-handedness. They do not make final decisions on the substance of the matter. Instead, they facilitate the communication between the parties. Mediations may be conducted by:

i. a qualified staff member within Mediation Services;
ii. a staff member qualified by Mediation Services to act as a peer mediator; or

iii. an external mediator selected by Mediation Services or jointly by the disputing parties from the list of mediators qualified by Mediation Services to perform as such.

Confidentiality

4.08 Information learned during the mediation process (intake, sessions or follow-up) is confidential. Such information, as well as what happens during mediation, cannot be disclosed or used in any other proceeding (e.g. before Peer Review Services, Office of Ethics and Business Conduct, the World Bank Administrative Tribunal, Institutional Integrity, etc). Mediators will destroy their notes at the conclusion of the mediation process.

4.09 Examples of confidential information include, but are not limited to, the following:

a. views expressed, admissions or suggestions made by the parties in the course of mediation; or

b. proposals made or views expressed by the mediator; or

c. the fact that another party had or had not indicated a willingness to accept a proposal for resolution.

4.10 Neither staff members working for Mediation Services nor any external mediator will be a witness in any other Bank Group proceedings related to a mediated dispute.

4.11 The exceptions to the confidentiality of the mediation process are:

a. When there is an explicit agreement between the parties to share information with others;

b. When parties need to share the contents of the Memorandum of Understanding (MOU) for purposes of implementing or enforcing its provisions; or

c. When there appears to be an imminent threat of serious harm to anyone.

Memorandum of Understanding

4.12 If parties to a mediation agree on the terms of a mutually acceptable solution, the mediator may draft a Memorandum of Understanding (MOU) which records specific agreements made by all parties. A signed MOU represents a binding commitment for the parties.

4.13 If a party believes that there has been a breach of an MOU, or of a settlement agreement reached outside Mediation Services between the Bank, IFC or MIGA on the one hand and a staff member on the other, either party may request the assistance of Mediation Services in an attempt to resolve the issue. In addition, the staff member may either submit a request for review to Peer Review Services (pursuant to Staff Rule 9.03) or may bring a claim regarding the alleged breach directly to the World Bank Administrative Tribunal (WBAT), pursuant to Staff Rule 9.05.

4.14 A staff member who seeks to challenge the validity of an MOU or settlement agreement may request the assistance of Mediation Services in an attempt to resolve the issue or may bring the claim directly to the World Bank Administrative Tribunal.

Conclusion of the Mediation

4.15 Mediation shall be concluded when any of the following occurs:

a. Mediation Services closes the case;

b. A party withdraws from the mediation any time after the first session; or

c. The parties reach an agreement.

4.16 Mediation Services shall document the completion of mediation and shall provide written notice to the parties.
05. Reporting Requirements/Program Collaboration

5.01 Mediation Services will maintain the following information: Agreement to Mediate, Original MOU (if applicable) and case specific demographic data required for administrative purposes only. While ensuring that the confidentiality of cases remains intact, Mediation Services will aggregate data and submit periodic report(s) to the Office of the President regarding usage trends. The Manager of the Mediation Services will work collaboratively with members of the World Bank Group Conflict Resolution System to support the development and implementation of effective dispute resolution policies, procedures and practices.

06. Retaliation

6.01 Retaliation by a staff member, including managers, against any person who uses Mediation Services is expressly prohibited and shall subject the staff member or manager to disciplinary action under Staff Rule 3.00.
09 Conflict Resolution
09.02 Ombuds Services Office

01. Subject and Policy Rationale, Applicability and Definitions

Subject and Policy Rationale

1.01 The purpose of this Rule is to define the role and functions of the Ombuds Services Office and the role of an Ombudsman. This Rule was most recently amended on July 1, 2009.

Applicability

1.02 The provisions of this Rule apply to all current and former Bank Group staff members.

Definition

1.03 In addition to the definitions in Staff Rule 1.01, "General Provisions," for purposes of this Rule, an Ombudsman acts as an impartial source of assistance in the resolution of staff concerns. He or she works for the resolution of particular issues and may make recommendations for the improvement of the functioning of staff-related policies for the World Bank Group. An Ombudsman advocates for fair process and fair solution, but does not serve as an advocate for any party in a dispute.

02. Appointment of the Ombudsman

2.01 The Ombuds Services Office shall consist of one or more Ombudsman. The President shall appoint each Ombudsman, after consultation with representative members of the staff selected by the World Bank Group Staff Association. An Ombudsman may be located in a country office.

2.02 An Ombudsman shall be appointed for a period of five years. This appointment may be renewed by the President for one additional five year term, after consultation with representative members of the staff selected by the World Bank Group Staff Association. After serving as Ombudsman, an individual shall be ineligible for any other appointment in the Bank Group, for a period of two years, except for short-term consultant appointments limited to the Offices of the Ombuds Services or Mediation Services and appointed with the approval of the President and the Staff Association.

03. Administration of the Respectful Workplace Advisors Program
3.01 The Ombuds Services Office shall administer the Respectful Workplace Advisors program. Respectful Workplace Advisors (RWAs) are volunteers, nominated by staff within a work unit, who serve as an informal, confidential source of assistance and guidance to colleagues facing workplace issues. They normally serve for a period of four years and may be reselected.

04. General

4.01 An Ombudsman has a broad mandate to look into staff-related issues to assist in their informal resolution. In the exercise of his or her duties, an Ombudsman is independent of any group or official of the Bank Group.

4.02 An Ombudsman shall have direct access to the President as needed for the performance of his or her duties.

4.03 An Ombudsman shall have access to records concerning staff. The exceptions to this are medical records, which are not available without the express request of the person concerned, and documents covered by attorney-client privilege. With regard to reviews of allegations of misconduct, the Ombudsman shall have access to investigative records prepared pursuant to Staff Rule 8.01 and written summaries of factual findings prepared pursuant to Staff Rule 3.00, but shall not share any information with a staff member to whom such information has not already been communicated. Reports of the Peer Review Services will be routinely sent to the Ombuds Services Office unless the staff member requesting the peer review objects.

4.04 In carrying out his or her functions, an Ombudsman may consult with anyone having relation with or knowledge of the matter and may give advice and opinion as the Ombudsman deems appropriate.

4.05 An Ombudsman or a Respectful Workplace Advisor shall not be compelled by any official of the Bank Group to be a witness in hearings or investigations in any of the formal grievance processes about concerns brought to her or his attention in his or her capacity as an Ombudsman or Respectful Workplace Advisor.

4.06 In the exercise of his or her duties, an Ombudsman or a Respectful Workplace Advisor is independent of any group or official of the Bank Group. An Ombudsman or Respectful Workplace Advisor shall, in the performance of his or her duties, be free from interference, control, limitation or penalty imposed for retaliatory purposes by any official or staff of the World Bank Group.

05. Consideration of Conflicts

5.01 An Ombudsman may consider a conflict of any nature related to employment by the World Bank Group. "Conflict" is to be construed in its broadest sense and includes matters pertaining to the administration of benefits, conditions of employment, managerial practices, and staff relations matters. An Ombudsman may act on his or her own initiative to address issues within the Ombudsman's prescribed jurisdiction.

5.02 An Ombudsman may hear any of the parties involved in a conflict who want to avail themselves of his or her services. Parties may be self referred, or referred to the Ombudsman by any other sources. As necessary, an Ombudsman shall refer staff to the other members of the Conflict Resolution System (CRS).

5.03 An Ombudsman shall remain neutral, and shall not assume the role of advocate for any party. An Ombudsman shall, in the exercise of his or her judgment, advise staff of their options, and of the different avenues open to them. An Ombudsman shall facilitate conflict resolution, using conciliation or any other appropriate means for the primary objective of settling conflicts between parties and obviating recourse to the formal grievance process. An Ombudsman shall not have decision making powers, but may only advise and make suggestions or recommendations as appropriate, on actions needed to settle conflicts, taking into account the rights and obligations existing between the World Bank Group and the staff involved, and the equities of the situation.

5.04 An Ombudsman may, at his or her discretion, decline to consider conflicts that can be remedied only by actions affecting the staff at large or all the members of a category of staff, or that the Ombudsman considers not to have not been brought to an Ombudsman's attention in a timely manner, or that appear to be frivolous.

06. Other Assistance with Staff Conflicts

6.01 An Ombudsman may request the Peer Review Secretariat to extend the normal time limit for filing a Request for Review subject to the provisions of Staff Rule 9.03.
6.02 Upon request of the parties, an Ombudsman may also at his or her discretion, and in close contact with the Office of Mediation Services, facilitate agreements between the parties.

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## 07. Assistance with Policy Improvement

7.01 The Ombuds Services Office shall issue periodic reports. The report shall include an overview of the office’s activities and comments on policies, procedures and practices that have come to an Ombudsman’s attention.

7.02 The Ombuds Services Office may be consulted on policy issues where their views and experience may prove helpful.

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## 08. Limitations on an Ombudsman’s Authority

8.01 An Ombudsman shall not:

a. make, change, or set aside a policy or administrative decision;

b. make binding decisions or determine rights;

c. compel any individual to implement the Ombudsman’s recommendations;

d. conduct an investigation that substitutes for administrative or judicial proceedings; or

e. accept jurisdiction over an issue that is currently pending with an internal grievance body unless all parties and the presiding officer in that action explicitly consent.

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## 09. Confidentiality

9.01 An Ombudsman or a Respectful Workplace Advisor shall not disclose matters brought to his or her attention or information provided to an Ombudsman or a Respectful Workplace Advisor in the performance of his or her duties as an Ombudsman or a Respectful Workplace Advisor, except to the extent that the person who brought such matter or provided such information consents to disclosure. The only exceptions, at the sole discretion of an Ombudsman or Respectful Workplace Advisor, is where there appears to be imminent threat of serious harm. A Respectful Workplace Advisor may seek the advice of an Ombudsman concerning matters brought to his or her attention, without disclosing the name of the person who consulted that Respectful Workplace Advisor.

9.02 All information and records compiled by an Ombudsman shall be solely for the use of an Ombudsman in the performance of the functions of the Ombuds Services Office. Any reports of an Ombudsman shall be prepared in a manner that will preserve the right to confidentiality of the persons who have brought matters to the attention of, or provided information to, an Ombudsman. Details of specific cases may be disclosed only with the consent of such persons.

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## 10. Removal of an Ombudsman

10.01 The Ombudsman may be removed from office for cause and through a fair process, only by the President of the World Bank Group, in consultation with representative members of the staff selected by the World Bank Group Staff Association.
SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, "Staff Rule 9.03, Peer Review Services," (hereinafter "Rule") describes the purpose and operation of the World Bank Group's ("Bank") Peer Review Services. This Rule was most recently amended on November 02, 2017.

1.02 The provisions of this Rule apply to all current and former staff members of the institutions of the World Bank Group.

SECTION II - DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

   a. **Disputed Employment Matter.** A managerial action, inaction, or decision that is the subject of a staff member's Request for Review and that is reviewable under paragraph 6.01 of this Rule.
   b. **Request for Review.** The document a staff member must submit to request peer review of a disputed employment matter.
   c. **Requesting Staff Member.** A staff member who has filed a Request for Review.
   d. **Responding Manager.** The manager designated to respond to a Request for Review.

SECTION III - SCOPE

03. The Peer Review Process, Objectives and Principles

3.01 **Process.** Peer review is a service offered by the Bank to facilitate the resolution of staff members' employment-related concerns. During the peer review process, a staff member and his/her manager present evidence regarding a disputed employment matter to a panel of peers. The panel reviews the evidence and considers whether the manager's actions were consistent with the staff member's contract of employment and terms of appointment, including the pertinent Bank rules and policies. The panel may recommend that the Bank award relief to the staff member and/or take other corrective measures. A panel's recommendations generally are submitted to the Requesting Staff Member's and Responding Manager's Vice President, who renders a decision with advice from the World Bank Group Human Resources Vice President.
3.02 Objectives. The objectives of the peer review process are to provide staff with a means to obtain review of disputed employment matters by their peers in an informal and non-legalistic procedure; to reach just, fair, and efficient resolution of such matters; and to ensure managers’ accountability for their actions affecting staff.

3.03 Principles. The peer review process is part of the Bank’s efforts to create a conflict competent workplace, providing a structure and support to staff members who wish to obtain review of disputed employment matters. Peer review is a participatory process designed to increase mutual respect, trust, and communication between staff and management.

04. Peer Review Membership

4.01 Peer Review Members. The Bank’s peer review services shall be provided by Peer Review Members, who are volunteer staff members appointed by the President or his/her designee based on the joint recommendations of the World Bank Group Human Resources Vice President and the World Bank Group Staff Association, according to the process described in Annex A, “Service of Peer Review Members,” of this Rule. Each Peer Review Member shall hold a three-year term, renewable once for a second three-year term. There shall be 40 or more Peer Review Members.

4.02 Peer Review Chair. A Chair of the Peer Review Services shall also be appointed by the President or his/her designee based on a joint recommendation from the World Bank Group Human Resources Vice President and the World Bank Group Staff Association. The Peer Review Chair shall serve on a volunteer basis for a three-year term, renewable once for a second three-year term. The Peer Review Chair is responsible for advising the Peer Review Secretariat on matters relating to the operation of Peer Review Services and for representing Peer Review Services in various Bank forums. In addition, the Peer Review Chair is vested with the authority to decide certain matters relating to cases, as specified within this Rule. The Peer Review Chair is also considered a Peer Review Member and may participate in the review of cases.

4.03 Peer Review Panels. The Peer Review Secretariat shall designate a Panel consisting of three Peer Review Members to review each Request for Review. Each Panel will include Peer Review Members at both the managerial and non-managerial level. Where feasible, each Panel will include at least one Peer Review Member who is either at the same grade level as, or shares similar work experience with, the Requesting Staff Member, and at least one Peer Review Member from the same Bank Group institution as the Requesting Staff Member and the Responding Manager. All Peer Review Members must complete the training course offered by the Peer Review Secretariat prior to serving on a Panel.

05. The Peer Review Secretariat

5.01 The Peer Review Secretariat shall consist of an Executive Secretary and other staff members reporting to him/her.

5.02 The President or his/her designee, shall appoint the Executive Secretary, after consultation with representative members of the staff selected by the World Bank Group Staff Association. The Executive Secretary will report directly to the President or his/her designee. S/He will be appointed to serve for a period of five years with the possibility of one five-year renewal.

5.03 The Peer Review Secretariat is responsible for providing administrative support to the Peer Review Members in a neutral and impartial manner. The Secretariat also serves as an information resource regarding the peer review process.

06. Administrative Oversight and Support to Performance Management Review


07. Review of Disputed Employment Matters

Matters Subject To Review

7.01 Except as set forth in paragraph 7.04 of this Rule, a Panel may review any Request for Review in which a Requesting Staff Member alleges that a managerial action, inaction, or decision was not consistent with his/her contract of employment or terms of appointment. The phrases “contract of employment” and “terms of
appointment” include the terms in a staff member's letter of appointment and all pertinent rules and policies, including the Principles of Staff Employment and the Staff Rules in effect at the time of the alleged action, inaction, or decision.

7.02 A staff member seeking a review of a disputed employment matter is required to submit the matter first to the Peer Review Services prior to appealing to the World Bank Administrative Tribunal, unless the matter comes under one of the exceptions listed in paragraphs 7.03 or 7.04 of this Rule. A staff member seeking review of the performance management decisions set forth in subparagraph 7.04 (h) is required to submit the matter to Administrative Review, as set forth in Staff Rule 9.06, "Administrative Review of Performance Management Decisions," and thereafter Performance Management Review, as set forth in Staff Rule 9.07, "Performance Management Review," prior to seeking review with the World Bank Administrative Tribunal.

7.03 A staff member seeking review of a decision to terminate his/her employment may elect to bypass the peer review process and file an application concerning the matter directly with the World Bank Administrative Tribunal pursuant to Staff Rule 9.05, "The World Bank Administrative Tribunal."

7.04 Panels may not review Requests for Review concerning:

a. decisions made by the Outside Interests Committee;
b. decisions of the Benefits Administrator, the Finance Administrator, or the Pension Benefits Administration Committee of the World Bank Group Staff Retirement Plan;
c. decisions about claims for workers' compensation benefits, disability insurance benefits or health insurance benefits provided to enrolled staff and dependents by the Medical Insurance Plan or the Medical Benefits Plan;
d. actions, inactions, or decisions taken in connection with staff member misconduct investigations conducted under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," Staff Rule 8.01, "Disciplinary Proceedings," or Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct (Whistleblowing)," including decisions not to investigate allegations, decisions to place a staff member on administrative leave, alleged procedural violations, factual findings, performance management actions taken pursuant to Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," and the imposition of disciplinary measures;
e. a challenge to the validity of a Memorandum of Understanding (MOU) or settlement agreement between the Bank, IFC or MIGA and a staff member. (Panels may review an allegation of breach of such an MOU or settlement agreement, although a staff member seeking review of an alleged breach of an MOU or settlement agreement may elect to bypass the peer review process and file an application concerning the matter directly with the World Bank Administrative Tribunal pursuant to Staff Rule 9.05, "The World Bank Administrative Tribunal");
f. any decision where the Request for Review is in violation of Section 8, "Time Limitations for Submitting Requests for Review," of this Rule; and
g. any other type of decisions for which specialized appeal procedures may be established or in relation to which it is specifically provided that peer review is not available.
h. the following decisions regarding performance management: (i) a staff member's written performance evaluation; (ii) a staff member's performance rating; (iii) the decision to place a staff member on an Opportunity to Improve (OTI) plan, or (iv) the terms governing a staff member's OTI plan.

7.05 Analysis of Disputed Employment Matters. In reviewing a case, a Panel shall consider whether the disputed employment matter was consistent with the Requesting Staff Member's contract of employment or terms of appointment, as defined in paragraph 7.01 of this Rule.

08. Time Limitations for Submitting Requests for Review

8.01 A staff member who wishes to request peer review must submit a Request for Review with the Peer Review Secretariat within 120 calendar days of receiving notice of the disputed employment matter. If the 120 calendar day deadline falls on a Saturday, Sunday, or official Bank Group holiday at Headquarters, then the deadline shall include the next working day. In cases of challenges to redundancy decisions, the staff member must submit the Request for Review no later than 120 calendar days after the staff member's termination date from the Bank Group (as opposed to 120 calendar days from receipt of notice of the redundancy and termination).

8.02 A staff member receives “notice” of a disputed employment matter when s/he receives written notice or ought reasonably to have been aware that the disputed employment matter occurred.

8.03 If a staff member requests mediation of the disputed employment matter with the Office of Mediation Services prior to the expiration of the 120 calendar day deadline for submitting a Request for Review, then following the termination of an unsuccessful mediation, the staff member has the greater of 30 calendar days or the remainder of the 120 calendar day period to submit a Request for Review.
8.04 An Ombudsman may, on behalf of the staff member and within the 120 calendar day deadline for submitting a Request for Review, request and receive from the Peer Review Chair an extension of the submission deadline for a reasonable and specific period of time to facilitate informal resolution of a disputed employment matter.

09. Assistance Available to Participants in the Peer Review Process

9.01 The Peer Review Secretariat provides assistance to the parties regarding the peer review process. In keeping with its neutral and impartial character, the Peer Review Secretariat may not provide advice to parties concerning the substance or merits of their cases.

9.02 The Bank has provided the World Bank Group Staff Association with funds for an attorney to be available to advise Requesting Staff Members in connection with the peer review process. The Staff Association also maintains a roster of Counselors to provide advice and assistance in relation to the peer review process.

9.03 Responding Managers may receive advice from the Bank's Legal Vice Presidency.

9.04 Attorneys advising Requesting Staff Members or Responding Managers may provide information regarding the peer review process and give advice regarding the matters at issue. The Requesting Staff Member and Responding Manager are required to draft submissions in their own words. Attorneys may not draft submissions, and attorneys will not be permitted in the hearings.

9.05 At hearings, the Requesting Staff Member and Responding Manager may each be accompanied by an adviser who is a current or former staff member. An adviser may not be a witness in the matter and may not be engaged in the practice of law. An adviser must also agree to be bound by the rules of confidentiality governing the proceedings. The Requesting Staff Member and Responding Manager are encouraged to present their own cases, and advisers may play a speaking role at the hearing only with the consent of the Panel.

9.06 Members of the Legal Departments of the Bank, IFC, or MIGA may not represent, advise, or otherwise assist Requesting Staff Members in preparing or presenting their cases in the peer review process.

10. Duties of Cooperation and Truthfulness

10.01 Any Bank official or staff member called upon by a Peer Review Panel to be a witness or to produce documents or information in connection with a matter under review is obligated to cooperate fully, except to the extent that the Bank Staff Rules or policies provide otherwise, such as in the case of medical records.

10.02 Any individual who is a witness or otherwise provides information in the peer review process is obligated to be truthful. Intentionally providing false testimony or falsifying documents or information presented in the peer review process is a form of misconduct.

11 Consideration of Requests for Review

Peer Review Procedures

11.01 The procedures governing the peer review process are contained in the Procedure, "Peer Review Procedures."

Powers of the Peer Review Chair and Panels

11.02 Prior to the designation of a Panel, the Peer Review Chair may exercise the powers set out in subparagraphs 11.03 (a) – (f) of this Rule.

11.03 At any stage in a proceeding, a Panel may:

a. Refer a matter to the Office of Mediation Services, the Ombuds Services Office, the Office of Ethics and Business Conduct, or any other office or individual within the Bank for review or to encourage informal resolution of a disputed employment matter;

b. Dismiss a Request for Review, or one or more of the claims made therein, when circumstances warrant, including when:
   i. The Request for Review was not timely submitted pursuant to Section 8, "Time Limitations for Submitting Requests for Review," of this Rule;
ii. The disputed employment matter falls outside the scope of Peer Review Services described in Section 7, "Review of Disputed Employment Matters," of this Rule;

iii. The disputed employment matter has already been challenged in the peer review process or before the World Bank Administrative Tribunal;

iv. The Secretariat is unable to contact the Requesting Staff Member after reasonable efforts to do so; or

v. The Request for Review represents an abuse of the peer review process.

c. Reject a submission that is not permitted under, or is not in conformity with this Rule or the Procedure, "Peer Review Procedures;"

d. Make an interim recommendation regarding resolution of a case;

e. Suspend the review of a Request for Review for a reasonable period of time as warranted under the circumstances, not to exceed six months;

f. Consolidate for review one or more Requests for Review filed by the same staff member;

g. Decide upon the parties' document and witness requests;

h. Request any individual, including those involved in the matter under review, to produce documents or information relevant to the disputed employment matter within a specified period of time. A Panel may not obtain: (i) medical records without the express consent of the individual concerned; (ii) documents covered by the attorney-client privilege; or (iii) records of an ongoing investigation until the completion of all formal proceedings. In addition, the Staff Rules protect certain offices, such as the Ombuds Services Office, from being required to disclose information. A Panel may request individuals who are not Bank staff members to produce documents or information but cannot compel them to do so.

i. Request any individual to appear as a witness at a hearing. A Panel may request individuals who are not Bank staff members to appear as a witness but cannot compel them to do so. In addition, the Staff Rules protect individuals from certain offices, such as the Ombuds Services Office, from being required to be a witness in such proceedings.

j. Make findings of fact and reach conclusions with respect to disputed employment matters; and

k. Recommend to management that the Bank award relief to the Requesting Staff Member and/or take other corrective measures as appropriate.

Duty of Impartiality

11.04 The Peer Review Chair, Peer Review Members, and the Peer Review Secretariat shall, in the exercise of their duties, act impartially.

Methods of Review

11.05 The peer review process shall generally include a hearing (in person, by videoconference, or by teleconference).

11.06 The Panel may issue a recommendation based on the written submissions without a hearing when: (i) the Requesting Staff Member so requests; (ii) it appears based upon review of the written submissions that there are no genuine issues of material fact; (iii) the Requesting Staff Member has failed to make himself/herself available for a hearing within 90 days after the Responding Manager submits his/her Response; or (iv) the Panel determines that it is not feasible to conduct a hearing.

The Report

11.07 The Panel shall prepare a Report summarizing its findings and the corrective measures and other relief, if any, recommended by the Panel. The Panel may also include in its Report observations and recommendations regarding areas for potential improvement in Bank practices and procedures that came to light through its review of a matter. The Peer Review Secretariat shall submit the Panel's Report to the decision-maker, as described in paragraph 12.01 of this Rule, and provide notice of such submission to the parties.

12. Decisions on Requests for Review

12.01 The Requesting Staff Member's and Responding Manager's Vice President shall, with advice from the World Bank Group Human Resources Vice President, or his/her designee, decide whether to present to the Requesting Staff Member some or all of the corrective measures and relief recommended by the Panel to resolve the case. In any case where a Vice President referenced in this paragraph was the Responding Manager or has a conflict of interest affecting his/her ability to decide a case, or the Responding Manager does not report directly or indirectly to a Vice President, then the Managing Director who has responsibility over the Vice President or Responding Manager, shall be the decision-maker. If the Managing Director has a conflict of interest affecting his/her ability to decide a case, then the President shall designate an appropriate, alternative decision-maker at the level of Vice President or above.
12.02 If a decision on the Panel's recommendations is not provided to the Requesting Staff Member within 30 calendar days of receipt by the designated decision-maker of the Panel's Report, then the Panel's recommendations will be deemed final and the Requesting Staff Member will be so informed. The decision-maker shall provide a copy of the Panel's Report to the parties with his or her decision.

12.03 If a decision-maker and the Requesting Staff Member agree on resolution of the case, the Bank shall promptly provide to him/her the agreed corrective measures and relief.

13. Confidentiality

13.01 Peer Review Members, the Peer Review Secretariat, the parties, their advisers, and individuals asked to participate in the peer review process by providing advice or testimony or by producing documents or information shall treat all information obtained in connection with the peer review process in a confidential manner. "Confidential" means that such information may not be disclosed except to persons who require access to it for legitimate business purposes of the Bank Group.

SECTION IV - EXCEPTION
None

SECTION V - WAIVER
The Issuer may waive any provision of this Rule with advice from the Managing Director and Chief Administrative Officer, MDCAO.

SECTION VI - OTHER PROVISIONS
None

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of October 25, 2016.

SECTION IX - ISSUER
The Issuer of this Rule is the President, IBRD/IDA, IFC and MIGA, EXC.

SECTION X - SPONSOR
The Sponsor of this Rule is the Managing Director and Chief Administrative Officer, MDCAO.

SECTION XI - RELATED DOCUMENTS
Procedure, "Peer Review Procedures"

ANNEX(ES)

Annex A: Service of Peer Review Members
Questions regarding this Directive should be addressed to the Sponsor.
09 Conflict Resolution
09.04 Discontinued

09.04 Discontinued
Staff Rule 09.04 has been discontinued and no longer effective
09 Conflict Resolution
09.05 The World Bank Administrative Tribunal

01. Statute and Rules of the Tribunal

Annex A: Statute of the Administrative Tribunal of the IBRD, IDA and IFC
Annex B: Rules of the Tribunal, including forms for submission of applications

01. Statute and Rules of the Tribunal
1.01 The World Bank Administrative Tribunal hears and passes judgment upon applications of staff members and others as provided in its Statute, adopted by the Board of Governors, and its Rules, adopted by the Tribunal. Links to the Statute and Rules of the Tribunal are set forth for the convenience of staff members in Annex A and Annex B, respectively, to this Rule. This Rule was most recently amended on January 6, 2014.

Annex A: Statute of the Administrative Tribunal of the IBRD, IDA and IFC
Statute of the Administrative Tribunal of the IBRD, IDA and IFC.

Annex B: Rules of the Tribunal, including forms for submission of applications
Rules of the Tribunal, including forms for submission of applications.
09 Conflict Resolution
09.06 Administrative Review of Performance Management Decisions

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 9.06, "Administrative Review of Performance Management Decisions," (hereinafter "Rule") sets out the provisions governing Administrative Review. Administrative Review is the process by which staff members seek management review of Performance Management Decisions. Administrative Review seeks to facilitate resolution of staff member concerns in a constructive manner at the earliest opportunity through an impartial and efficient process, and to increase mutual respect, trust and communication between staff members and management. Administrative Review is a prerequisite for Performance Management Review.

1.02 This Rule applies to the Staff of the institutions of the World Bank Group (WBG) and former staff members.

SECTION II - DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:

a. Administrative Reviewer means World Bank Group Human Resources Vice President, or his/her designee.

b. Decision-maker means the manager of the manager responsible for the Performance Management Decision. If there is no manager of the manager, then the Decision-maker is the manager responsible for the Performance Management Decision.

c. Notice of the Performance Management Decision means the time at which the staff member receives written notice of the decision or ought reasonably to have been aware of the decision. For annual performance evaluations and performance ratings, Notice is deemed to have been received upon the later of (i) Notice of the performance evaluation, or (ii) Notice of the Salary Decision.

d. Notice of the Salary Decision means the date, as announced by the Human Resources Vice Presidency, on which performance ratings and any resulting salary changes are visible to all staff members through the "myHR Self-Service" intranet webpage.

e. Performance Management Decision means management's: (i) determination of a staff member's written performance evaluation; (ii) determination of a staff member's performance rating; (iii) decision to place a staff member on an Opportunity to Improve (OTI) plan; or (iv) determination of the terms governing a staff member's OTI plan.

g. **Request for Administrative Review** means a brief statement that a staff member must submit to request Administrative Review of a Performance Management Decision.

**SECTION III - SCOPE**

**3.01 Explanation of Administrative Review Procedure.** Administrative Review is the first step for requesting review of a Performance Management Decision and must be exhausted before seeking Performance Management Review. Administrative Review is conducted by the World Bank Group Human Resources Vice President, or an official designated by the World Bank Group Human Resources Vice President, who considers whether management acted within its discretion, satisfied its obligations to the staff member, and followed proper procedures in connection with the Performance Management Decision under review. Peer Review Services (PRS) does not review Performance Management Decisions. Staff members must seek Administrative Review and Performance Management Review of a Performance Management Decision prior to submitting an Application to the World Bank Administrative Tribunal (WBAT).

**3.02 Mediation and Stays of Administrative Reviews.** If a staff member and management agree to attempt to resolve a matter under Administrative Review through mediation, the staff member may request mediation at any stage of an Administrative Review. If mediation is requested, the Administrative Review process will be stayed for thirty (30) calendar days, and the mediator may grant an additional thirty (30) calendar day extension provided the staff member and management are making progress in the mediation.

**3.03 Ombudsman Requests for Stays of Administrative Reviews.** An Administrative Review process will be stayed for thirty (30) calendar days at the request of an Ombudsman to facilitate informal resolution of a Performance Management Decision under review. The stay will be extended an additional thirty (30) calendar days at the Ombudsman's request, provided the staff member and management are making progress toward resolution.

**3.04 Consolidation of Reviews.** If a staff member submits multiple Requests for Administrative Review regarding related Performance Management Decisions, the Administrative Reviewer may consolidate the requests into a single Administrative Review. Consolidation of a Request for Administrative Review with a matter already under Performance Management Review requires the consent of the staff member.

**3.05 Allegations of Retaliation, Discrimination, and Harassment in Connection with Performance Management Decisions.** Without relieving a staff member of the obligation to timely exhaust Administrative Review and Performance Management Review prior to submitting an Application to the World Bank Administrative Tribunal (WBAT) regarding a Performance Management Decision, a staff member may also report allegations of misconduct, including retaliation, discrimination or harassment in connection with Performance Management Decisions, to the Office of Ethics and Business Conduct (EBC). Administrative Review and Performance Management Review include review of all Performance Management Decisions, including those that a staff member asserts involve retaliation, discrimination or harassment. The Administrative Review and Performance Management Review processes do not, however, include the determination of whether retaliation, discrimination or harassment occurred in connection with a Performance Management Decision. If allegations of retaliation, discrimination or harassment in connection with a Performance Management Decision are substantiated through proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," the World Bank Group Human Resources Vice President may offer relief, compensation or other corrective measures to the staff member who suffered the retaliation, discrimination or harassment, without requiring the staff member to seek Administrative Review or Performance Management Review. Such corrective measures will be provided in consultation with the staff member.

**3.06 Duty of Cooperation.** All staff members, including staff members seeking Administrative Review, managers, and others asked to participate in the process, have a duty to cooperate in the Administrative Review process.

**3.07 Confidentiality.** Administrative Review is a confidential process, meaning that information regarding, or obtained in connection with, an Administrative Review may only be disclosed to persons who require access to it for legitimate business purposes of the WBG.

**3.08 Prohibition Against Retaliation.** Retaliation against anyone for using or participating in the Administrative Review process is prohibited and may constitute misconduct.

**SECTION IV - EXCEPTION**
SECTION V - WAIVER
The Issuer may waive any provision of this Rule.

SECTION VI - OTHER PROVISIONS
This Rule applies to all staff members who received Notice of a Performance Management Decision on or after July 1, 2016.

SECTION VII - TEMPORARY PROVISIONS
None

SECTION VIII - EFFECTIVE DATE
This Rule is effective as of the date on its cover page.

SECTION IX - ISSUER
The Issuer of this Rule is the President, IBRD/IDA, IFC and MIGA, EXC

SECTION X - SPONSOR
The Sponsor(s) of this Rule are:

Managing Director and Chief Administrative Officer, MDCAO

IFC Executive Vice President and CEO, CEXVP

MIGA Executive Vice President and CEO, MIGEX

SECTION XI - RELATED DOCUMENTS
Procedure, "Administrative Review of Performance Management Decisions"

Directive, Staff Rule 9.07, "Performance Management Review"

Procedure, "Performance Management Review"
09 Conflict Resolution
09.07 Performance Management Review

SECTION I - PURPOSE AND APPLICATION

1.01 This Directive, Staff Rule 9.07, "Performance Management Review," (hereinafter "Rule") sets out the provisions governing Performance Management Review. Performance Management Review is the process by which staff members seek review of Performance Management Decisions by a neutral Reviewer.

1.02 This Rule applies to the Staff of the institutions of the World Bank Group (WBG) and former staff members.

SECTION II - DEFINITIONS

2.01 Capitalized terms in this Rule have the meanings ascribed to them in Staff Rule 1.01, "General Provisions," and as follows:


b. **Decision-maker** means the individual designated to administer the employment relationship of the person seeking Performance Management Review, and whose position is Vice President, equivalent to Vice President, or Executive Vice President, or whose supervisor is a Managing Director or the President. However, if this individual is the manager or the manager of the manager who made the Performance Management Decision, then the President (or, for reviews of Performance Management Decisions made by IFC or MIGA, the Executive Vice President and CEO of the applicable entity) shall designate an appropriate, alternative individual, at the level of, or equivalent to, Vice President, or higher, to serve as the Decision-maker.

c. **Designated Manager** means the manager designated to represent management in the Performance Management Review process.

d. **Notice** of a decision means the time at which the staff member receives written notice, or ought reasonably to have been aware, of the decision.

e. **Performance Management Decision** means management's: (i) determination of a staff member's written performance evaluation; (ii) determination of a staff member's performance rating; (iii) decision to place a staff member on an Opportunity to Improve (OTI) plan; or (iv) determination of the terms governing a staff member's OTI plan.

g. **Request for Review** means the submission a staff member makes requesting Performance Management Review of a Performance Management Decision.

h. **Reviewer** means the official who conducts a Performance Management Review.

SECTION III - SCOPE

3.01 **Performance Management Review.** Performance Management Review is the process by which staff members may request review, by a neutral reviewer, of a Performance Management Decision. Performance Management Review is conducted by a Reviewer, who considers whether management acted within its discretion, and otherwise satisfied its obligations to the staff member, in connection with the decision under review. Performance Management Review is intended to facilitate resolution of staff member concerns in a constructive manner at the earliest opportunity through an impartial and efficient process.

3.02 Staff Members seeking formal reviews of Performance Management Decisions must do so through the Performance Management Review process. Peer Review Services (PRS) does not review Performance Management Decisions. Subject to Rule 7, "Applications," paragraph 8, "Filing," of the Rules of the World Bank Administrative Tribunal, a staff member must seek Performance Management Review of a Performance Management Decision prior to submitting an Application to the World Bank Administrative Tribunal (WBAT). If the staff member is not satisfied with the decision resulting from the Performance Management Review, or if the Decision-maker does not make a decision within the specified time period provided, the staff member may file an Application to the World Bank Administrative Tribunal (WBAT).

3.03 **Timeline.** The Procedure, "Performance Management Review," sets forth the deadlines for staff members to submit Requests for Review. As a prerequisite to seeking Performance Management Review of a Performance Management Decision, a staff member must timely seek Administrative Review of the decision. Staff members are required to request Performance Management Review of a Performance Management Decision within thirty (30) calendar days after Notice of the decision resulting from the Administrative Review. If management does not make its decision resulting from the Administrative Review within the time period provided for doing so, the staff member may request Performance Management Review of the Performance Management Decision.

3.04 The Procedure, "Performance Management Review," provides that the review process is to take place within sixty (60) calendar days after the staff member submits the Request for Review. This time period is subject to specified stays in the process, either at an Ombudsman's request or to provide for agreed upon mediation as provided for in this Rule, or to allow for the consolidated review of multiple Requests for Review as provided for in the Procedure, "Performance Management Review."

3.05 **Reviewers.** Reviewers will be selected by the President, or his/her designee, based upon joint recommendations from the Staff Association and the World Bank Group Human Resources Vice President. Reviewers will serve as part of the Bank's Internal Justice Services (IJS).

3.06 **Designated Manager.** The Designated Manager is the manager responsible for the Performance Management Decision. If this manager is not in a position to participate in the process and implement remedial measures, the Reviewer may designate a different manager to serve as the Designated Manager.

3.07 **Mediation and Stays of Performance Management Reviews.** If a staff member and management agree to attempt to resolve a matter under review through mediation, the staff member may request mediation at any stage of a Performance Management Review. If mediation is requested, the Performance Management Review process will be stayed for thirty (30) calendar days, and the mediator may grant an additional thirty (30) calendar day extension provided the staff member and management are making progress in the mediation.

3.08 **Ombudsman Requests for Stays of Performance Management Reviews.** A Performance Management Review process will be stayed for thirty (30) calendar days at the request of an Ombudsman to facilitate informal resolution of the matter under review. The stay will be extended an additional thirty (30) calendar days at the Ombudsman's request, provided the staff member and management are making progress toward resolution.

3.09 **Consolidation of Performance Management Reviews.** If a staff member submits multiple Requests for Review regarding related Performance Management Decisions, the Reviewer may consolidate the requests into a
single review. If a staff member timely requests Administrative Review of a Performance Management Decision that is related to a decision that is under review in an ongoing Performance Management Review, the Reviewer may, if the staff member agrees, consolidate the requests into a single Performance Management Review.

3.10 Allegations of Retaliation, Discrimination, and Harassment in Connection with Performance Management Decisions. Without relieving a staff member of the obligation to timely exhaust Performance Management Review prior to submitting an Application to the World Bank Administrative Tribunal (WBAT) regarding a Performance Management Decision, a staff member may also report allegations of misconduct, including retaliation, discrimination or harassment in connection with Performance Management Decisions, to the Office of Ethics and Business Conduct (EBC). Performance Management Review includes review of all Performance Management Decisions, including those that a staff member asserts involve retaliation, discrimination or harassment. The Performance Management Review process does not, however, include the determination of whether retaliation, discrimination or harassment occurred in connection with a Performance Management Decision. If allegations of retaliation, discrimination or harassment in connection with a Performance Management Decision are substantiated through proceedings under Staff Rule 3.00, "Office of Ethics and Business Conduct (EBC)," the World Bank Group Human Resources Vice President, may offer relief, compensation or other corrective measures to the staff member who suffered the retaliation, discrimination or harassment, without requiring the staff member to seek Performance Management Review. Such corrective measures shall be provided in consultation with the staff member.

3.11 Duty of Cooperation. All staff members, including staff members seeking review, managers, and others asked to participate in the process, have a duty to cooperate in Performance Management Reviews.

3.12 Confidentiality. Performance Management Review is a confidential process, meaning that information regarding, or obtained in connection with, a Performance Management Review may only be disclosed to persons who require access to it for legitimate business purposes of the WBG.

3.13 Prohibition Against Retaliation. Retaliation against anyone for using or participating in the Performance Management Review process is prohibited and may constitute misconduct.
Managing Director and Chief Administrative Officer, MDCAO

IFC Executive Vice President and CEO, CEXVP

MIGA Executive Vice President and CEO, MIGEX

SECTION XI - RELATED DOCUMENTS

Procedure, "Performance Management Review"

Directive, Staff Rule 9.06, "Administrative Review of Performance Management Decisions"

Procedure, "Administrative Review of Performance Management Decisions"
10 Staff Consultations
10.01 Staff Consultations

01. Subject

1.01 This Rule establishes procedures whereby the President, or a designated official, shall consult with representative members of the staff whenever a decision to make material changes in provisions on any of the subjects mentioned in Principle 10 under the Principles of Staff Employment is under consideration. Representative members of the staff shall be selected by the Staff Association. This Rule, as revised, is effective December 8, 2011.

1.02 The President, or a designated official, may also seek the views of staff through other mechanisms.

02. Consultations

2.01 Consultations shall be held with the Vice President, External Affairs (EXT). The Vice President, EXT may direct that consultations be held with the Vice Presidents of Human Resources (HR), Information Solutions Group (ISG); the HR Director, Employment Policy and Compensation, HR Director of Client Services, or the HR Director Performance and Development, or the Director of Health Services, or the Director of General Services. The above named officials may designate representatives to act in their absence and may also designate representatives to be responsible for consultations about specific subjects.

2.02 The Staff Association may designate representative members of the staff who shall be primarily responsible for consultations under paragraph 2.01 above or about specific subjects.

2.03 Consultations may be initiated by the Vice President, Human Resources, or a representative designated by him. Likewise, consultations may be initiated by the representative members of the staff designated by the Staff Association. Whenever the circumstances of the Bank Group allow, consultations shall allow reasonable time for analysis and discussion.

2.04 Consultations may be in the form of meeting or by oral or written inquiry. When consultations are held in meetings, they shall normally be held only among staff members of the Bank Group. Upon notice of not less than 5 working days given by the Vice President, Human Resources, or a representative of the Bank Group, or of the staff, advisors who are not staff members of the Bank Group may attend such meetings.

2.05 Information provided in confidence during the consultation process shall not be divulged to others, except with the express permission of the person conveying the information.

2.06 Consultations shall endeavor to produce consensus. Where disagreement persists and the Vice President, Human Resources has not participated in the consultations, the representative members of the staff may convey their views to the Vice President, Human Resources, in writing, or upon request, orally. Thereafter, if disagreement persists, they may convey their views to the President in writing, or orally at his discretion. Copies of views conveyed to the President in writing shall be sent at the same time to the Vice President, Human Resources.

2.07 Upon the request of a representative member of the staff, the President may recommend to the Executive Directors that representatives of the staff selected by the Staff Association be allowed to present their views to a meeting of the Executive Directors.
2.08 Papers prepared by the Vice President, Human Resources, or a designated official, for a decision by the President, or the Executive Directors on any of the subjects on which consultations have been held shall include a statement of the views of the Staff Association. The Staff Association shall be offered the opportunity to either provide or review such statements.

2.09 To the extent practical, copies of papers on any of the subjects on which consultations have been held, which have been prepared by one party to the consultation and which are intended for wide distribution among the staff, shall be provided to the other party sufficiently in advance of issuance to allow comment.
11 General Provisions
11.01 Claims

01. Subject, Applicability and Definitions

Subject

1.01 This Rule governs claims against the Bank Group for money owed and benefits accrued, and claims by the Bank Group for money owed. This Rule does not govern claims arising under the medical insurance plan, the life insurance plan, or any other insurance plan of the Bank Group, or deductions or forfeitures from pay imposed under Staff Rule 3.00, "Office of Ethics and Business Conduct" or under Staff Rule 8.01, "Disciplinary Proceedings". This Rule was most recently amended on December 8, 2011.

Applicability

1.02 This Rule applies to staff members and former staff members and persons claiming on the right of a staff member or former staff member.

Definitions

1.03 See below:

a. Outstanding Receivables means any amounts owed by a staff member to the Bank Group, including, but not limited to, amounts relating to travel advances and benefits or allowances which the Bank Group has overpaid or entitlement to which the staff member has failed to substantiate, but shall not include financial assistance loans or advances which are made pursuant to Staff Rule 6.18, "Financial Assistance."

b. Salary Payment means a single payment of the staff member's salary but shall not include payment of non-salaried remuneration. The salary payment amount shall equal one twenty-fourth of the annual net salary or, in the case of staff members whose salaries are not paid net of taxes, one twenty-fourth of the annual gross salary.

c. Non-salaried remuneration means compensation for employment by the Bank Group of a staff member holding a consultant appointment whose compensation is not stated as an annual amount.

02. Claims and Payments

2.01 Except where otherwise specifically provided to the contrary, whether in these Rules or elsewhere, the right of a staff member to claim any refund, allowance or payment due but unpaid or any benefit not credited shall lapse three years after the date on which a right to the benefit, allowance or payment claimed arose.

2.02 Except where otherwise specifically provided to the contrary, whether in these Rules or elsewhere, the right of the Bank Group to claim from a staff member any overpayment shall lapse three years after the overpayment claimed was made. The Bank Group may make a claim against a staff member by listing the overpayment as an outstanding receivable on the written statement described in paragraph 3.02 below, or by delivering a written notice of the claim to the staff member.
03. Collections

3.01 The Bank Group may collect any outstanding receivables of a staff member as provided in this Section. However, upon request of a staff member, the Bank Group may allow the staff member to repay the amount outstanding over an extended period if, after considering the relevant circumstances, the Bank Group determines that collection of such amount pursuant to paragraph 3.02 below, would impose an undue hardship upon the staff member.

3.02 A staff member will receive a monthly statement listing all outstanding receivables, if any, owing by the staff member to the Bank Group. The entire balance of outstanding receivables shall be deducted from remuneration paid to the staff member subject to paragraphs 3.03, 3.04 and 3.06 below, except to the extent that the staff member makes payment by personal check before deduction. For a staff member receiving payment(s) of non-salaried remuneration, deduction shall commence with the first such payment made after the date of the monthly statement. For a staff member receiving salary payments, deduction shall commence with the staff member's first salary payment after the due date listed on the statement.

Maximum Deduction

3.03 The amount deducted from a salary payment or a payment of non-salaried remuneration of a staff member pursuant to paragraph 3.02 shall not exceed the maximum deduction. In the case of a salary payment, the maximum deduction shall equal:

i. 70% of the salary payment amount less
ii. amounts deducted from a salary payment for installment payments on loans or advances made pursuant to Staff Rule 6.18, "Financial Assistance." In the case of a payment of non-salaried remuneration, the maximum deduction shall be the full gross amount of the payment, less deductions for other obligations of the staff member.

3.04 If the balance of outstanding receivables exceeds the maximum deduction, the balance remaining upon deduction of the maximum deduction from the staff member's salary payment or payment of non-salaried remuneration, plus interest, if any, shall be deducted from subsequent payments of salary or non-salaried remuneration, subject to paragraph 3.03. Any amounts that remain uncollected more than 60 days from the date of the statement described in paragraph 3.02 shall be subject to interest at a rate equal to the rate set by the Bank-Fund Staff Federal Credit Union for signature loans (which interest rate is adjusted twice annually by the Credit Union).

Collection Upon Separation From The Bank Group

3.05 In the case of a staff member who separates from the Bank Group, any balance of outstanding receivables may be deducted in full from any amounts paid by the Bank Group (except as provided in the Staff Retirement Plan) including, but not limited to, salary payments, tax allowances, tax supplements (if any) paid on Staff Retirement Plan benefits, contributions to retiree medical insurance premiums funded by the Bank Group, payments of non-salaried remuneration, termination grants (except as provided in the Staff Retirement Plan, if applicable), the separation grant, accrued annual leave, resettlement grants and allowances, and severance payments. The Bank Group may further pursue collection of outstanding receivables from a former staff member by exercising any rights or remedies available to it under applicable law.

Disputed Claims

3.06 If a staff member disputes any outstanding receivable or portion thereof listed on a monthly statement, the staff member may notify the Accounts Receivable Unit of the Corporate Expense Service division in writing of the item disputed and his or her reasons for contesting the item. The staff member must provide such notice within 30 calendar days of the date of the statement in which the disputed amount first appeared. The staff member shall receive a decision on the item in dispute within 45 calendar days after providing such written notice, and the Bank shall take no further action to deduct the disputed amount from the staff member's salary or remuneration until an initial decision is issued. Once a decision that the item is due the Bank Group is issued, the Bank may proceed, pursuant to this Section 3 and in accordance with such decision, to deduct the amount, if any, which is due and owing to the Bank Group. After receiving the decision, if the staff member continues to dispute the item listed as an outstanding receivable, the staff member may file an appeal or request mediation in regard to the decision, as provided in the applicable Staff Rules.

Refunds
3.07 Any refund owing from the Bank Group to the staff member shall be offset by the amount of outstanding receivables owing by the staff member to the Bank Group, and if the amount of the refund exceeds the amount of outstanding receivables, the Bank Group shall promptly pay the excess to the staff member.