



## Introduction

1. By a decision rendered on 5 February 2013, the Arbitral Tribunal tests the decision of the United Nations Compensation Commission, established under the UN Convention on the Privileges and Immunities of the United Nations, and the 1948 Convention on the Privileges and Immunities of the United Nations, in relation to the compensation of the United Nations staff members who were killed or injured as a result of the terrorist attack on the United Nations Secretariat Building in New York on 23 September 1980. The Tribunal is asked to determine whether the United Nations is liable for the compensation of the United Nations staff members who were killed or injured as a result of the terrorist attack on the United Nations Secretariat Building in New York on 23 September 1980.

2. As requested by the Applicant:

a. That the decision be set aside;

b. That the Applicant be awarded interest on the sum of US\$ 1,000,000 and US\$ 1,000,000;

c. That the Applicant be awarded the amount of US\$ 1,000,000 as compensation for the loss of the Applicant's net assets.

## Facts

3. The Applicant joined UN Convention on the Privileges and Immunities of the United Nations, 1948, as a Complementary Protocol to the Convention on the Privileges and Immunities of the United Nations, 1948, on 1 January 2000. The Applicant was a member of the United Nations Secretariat Building on 23 September 1980. The Applicant was killed as a result of the terrorist attack on the United Nations Secretariat Building in New York on 23 September 1980. The Applicant's estate is the Applicant's heirs.

D.



t)at an fu't)e' !'o"ongat#on of t)e A!!"#Sant+s se

UN\*C, -1 de\$#de to eCtend #t fo' a fu't)e' !e'#od( 2)#\$ )as &een  
a""ead done #n ou' \$ase fo' an add#t#ona" !e'#od of t2o ea's.  
, Ctens#ons of se\$ondment &e ond fou' ea's a'e usua





not)ing mo'e t)an a te'm#nat#on of se'>#e 2#t)out )a>#ng to !a  
#ndemn#t#es< and

g. 7e suffe'ed f'om !'o\$edu'a" and su&stant#>e >#o"at#ons as )#s 'etu'n  
'#g)t 2as #nf'#nged( and a"so f'om non8!e\$un#a' damage K #n\$"ud#ng se>e'e  
st'ess 'ega'd#ng )#s !'ofess#ona" \$a'ee'( )#s se\$u't #n 'et#'ement( as 2e"" as  
)#s "oss of ?o& se\$u't as )e no "ong'e' )o"ds a !e'manent a ! !o#ntment.

2A. T)e =es!ondent+s !'n\$#!a" \$ontent#ons a'e;

a. UN\*C, - fo""o2ed t)e a!"#\$a&"e !'o\$edu'es on se\$ondment #n  
a\$So'dan\$e 2#t) t)e \*nte'85 'gan#6at#on Ag'eement  
.C, B/2003/79C 4/C 4/A( dated 25 June 2003). T)#s ag'eement !'o>#des  
fo' t)e '#g)ts of a staff mem&e' on se\$ondment f'om UN\*C, - to anot)e'  
#nte'nat#ona" o'gan#6at#on. \*t def#nes se\$ondment as t)e /mo>ement of a  
staff mem&e' f'om one o'gan#6at#on to anot)e' fo' a f#Ced !e'#od( no'ma"  
not eC\$eed#ng t2o ea's0 and #nd#\$ates t)at t)e se\$onded staff mem&e' /2#"  
'eta#n )#s o' )e' '#g)ts of em!"o ment #n t)e 'e"eas#ng o'gan#6at#on0. T)ese  
'#g)ts of em!"o ment mean t)at at t)e end of )#s se

to state to the respondent the &u"etn to 2a'ds t)e "ast :ua'te' of 2010. Upon 'e#t of ou' ema#" address( 2e 2#" ensue t)at >a\$a\$ announcements a'e fo' 2a'ded to ou.

\$. P'no' to 31 4a'\$) 2012( UN\*C, - sent out to a"" UN\*C, - and UN\*C, - aff"#ated staff mem&'s /G"o&a" 4 message B'oad\$asts0 #nfo'm#ng t)em 2eeB" of a#a#a&'e >a\$a\$#es. T)e A!!"#sant 2as #n t)e ma#"#ng "#st of staff 2)o 'e#>ed #nfo'mat#on on UN\*C, - >a\$a\$#es. As of 31 4a'\$) 2012( D7=( UN\*C, -( \$eased su\$) messages( ad>#s#ng #ts staff t)at #t 2ou'd &e t)e# 'es!ons#&#"#t to 'e>#e2 t)e #nt' Janet and e=e\$'u#tment s stem fo' a#a#a&'e >a\$a\$#es. As of 1 A!'#" 2012( >a\$a\$a\$ announcements

e. The 2015 Management Agreement does not provide for a right of  
'return' for the seconded staff member to a special loss union election of  
the secondment. The Arbitration Panel has not selected to a



'e\$e#>#ng o'gan#6at#on( &ut 2#" 'eta#n )#s '#g)ts of em!"o ment #n  
t)e 'e"eas#ng o'gan#6at#on. T)e !e'#od of se\$ondment ma &e

3@.

staff mem&e's )o"d#ng !e'manent a!!o#ntments0 .em!)as#s added!. B t)#s  
!'o>#s#on( t)e A!!"#\$ant( 2)o )e"d a !e'manent a!!o#ntment( )ad a )#g)  
eC!e\$stat#on to &e /'ea&so'&ed0. -u't)e'( #t #s #n "#ne 2#t) t)e >' !'ote\$#>e  
'eg#me of !e'manent a!!o#ntments t)at su\$) an a!!o#ntment 2#" &e te'm#nated  
on" as a "ast 'eso't and su&?e\$t to \$onst'a#n#ng \$ond#t#ons .\$. staff 'u'e 9.E 'ead  
#n \$on?un\$#on 2#t) staff 'u"e 13.11.

DD.

DA. At an 'ate( e>en #f t)e te'm /'#g)ts of em!"o ment0 2e'e not to &e #nte'!'eted as an ent#t'ement to mandato' 'ea&so'!t#on( #t enta#s( at t)e >' "east( not "ess t)an 2)at #s due to a staff mem&e' )o"d#ng a !e'manent a!!o#ntment #n \$ase )#s !ost #s a&o"#s)ed .unde' staff 'egu"at#on 9.31( t)at #s( t)e 5 'gan#6at#on must maBe good fa#t) effo'ts to #dent#f a !ost fo' t)e staff mem&e'. \*t 'esu"ts f'om t)e fa\$ts of t)e \$ase t)at UN\*C, - made no attem!t to f#nd a !os#t#on fo' t)e A!!"#\$ant( &ut #n fa\$! !"a\$ed t)at &u'den ent#e" on )#m.

Signature of PA by the Applicant

50.

'es\$#ss#on( as !e' a't. 10.5.&l of t)e %tatute( \$onst#tutes an eC\$e!t#on to t)e 'u"e and eC\$e!t#ons( as a matte' of !'n\$#!"e( must &e #nte'!'eted na''o2" and st'#\$t" .see Kasmani 2010%UNAT%0111.

4 ate'#a" damage

55. T)e A!!"#\$ant susta#ned no "oss of emo"uments. As a 'esu"t of )#s t'ansfe' to 3 4 5( )e \$ont#nued 2o'B#ng( 2#t)out an &'eaB( #n an o'gan#6at#on a!!" #ng t)e same sa"a' s\$a"e( and )e 'ema#ned em!"o ed at t)e same g'ade and ste!. -u't)e'mo'e( t)e A!!"#\$ant ma#nta#ned a"" )#s &enef#ts and ent#t"ements.

5E. As fo' t)e #ndemn#tes and/o' a""o2an\$es t)at )e m#

allocation & not 'ended after' this date would & "sue" at the  
T) effective (no material damage & derived from) the 'sue'.

59. In an case (the Tribunal) was informed that the Applicant (as the respondent) changed employment (functions and grade) as well as settled to a District (position) of the United Nations (7) Commission for Refugees. Given these circumstances (even in the event that the Applicant came to "lose" his employment in the future (including due to a non-employment) the "sue" & no "sue" (B) the contested decision.

#### 4.0 'a' damage

E0. The Applicant submits that UN\*C, - decision caused him non-material damage (including stress 'regarding' his 'professional' 'sue' and 'sue' in 'employment' (as well as a "loss of 'sue' for) the no "ongoing" orders a 'permanent' allocation.

E1.

Conclusion

E2. \*n >#e2 of t)e fo'ego#ng( t)e T'#"&una" D , C\*D , %;

a. T)e \$ontested de\$#s#on( )a>#ng &een found un"a 2 fu"( #s 'es\$#nded<

&. T)e A!!"#\$ant #s to &e !a#d U%D2(000 fo' mo'a" damage< and

\$. A"" ot)e' !"eas a'e d#sm#ssed.

.SignedI

Judge T)omas 9aBe'

Dated t)#s 13<sup>t</sup> da of Janua' 2015

, nte'ed #n t)e =eg#ste' on t)#s 13<sup>t</sup> da of Janua' 2015