

111th Session

Judgment No. 3042

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Mr M. M. against the International Federation of Red Cross and Red Crescent Societies (hereinafter “the Federation”) on 27 August 2009 and corrected on 14 September, the Federation’s reply of 22 December 2009, the complainant’s rejoinder of 11 March 2010 and the Federation’s surrejoinder of 16 June 2010;

Considering Article II, paragraph 5, of the Statute of the Tribunal;

Having examined the written submissions;

Considering that the facts of the case and the pleadings may be summed up as follows:

A. The complainant, who has dual British and Croatian nationality, was born in 1967. He joined the Federation in June 2002 and was granted an open-ended contract as from 1 April 2004. He was appointed on 1 November 2006 as Programme Manager, Avian Influenza, in the Health and Care Department. His assignment to that position was due to end on 30 April 2008.

A few months earlier, in May 2006, a Special Envoy of the Federation had been appointed to enhance representation of the Federation at the global level concerning influenza preparedness. According to his revised terms of reference, issued in March 2007, the

Special Envoy was to work closely with the complainant. Their views diverged on their respective roles and on the development of avian influenza-related activities. In the autumn of 2007 meetings were held to discuss the restructuring of these activities, for which additional funding had been secured, as well as the concerns raised by the complainant regarding his working relationship with the Special Envoy. On 22 January 2008 the latter was formally given management responsibility for the influenza portfolio. On the same day the complainant began a period of sick leave for work-related illness, which continued until he separated from the Federation the following year.

By a letter of 23 April the Head of the Human Resources Department (HRD) informed the complainant that the Avian Influenza Programme would be transferred to a new department reporting to the Special Envoy, and that his assignment to the post of Programme Manager would not be extended beyond 30 April 2008, as that position would no longer exist in the new structure. She added that new positions would be opened within the new structure and encouraged him to apply. On 7 May the Secretary General announced the creation of the Avian and Human Influenza Department to be headed by the Special Envoy. On 8 May the post of Programme Coordinator for Avian and Human Influenza was advertised, but the complainant did not apply for it. Recruitment for this post was subsequently put on hold pending the arrival of the new Secretary General.

On 2 June 2008 the complainant filed a grievance with the Head of HRD in relation to a number of difficulties he had experienced while working with the Special Envoy, which, in his view, amounted to harassment. He explained that despite the fact that he had already raised some of his concerns with the Head of HRD and with his line manager, the issue had remained unresolved. He considered that he had been prejudiced by the lack of clarity, information and consultation concerning management decisions taken with regard to the programme he was managing, and he alleged that his professional reputation had been undermined as he had not been involved in the restructuring process. He asked that an investigation be conducted

into his allegations of harassment. The Head of HRD replied, on 16 October, that she had examined his claims as well as the response of the Special Envoy, but had found no fault on the part of the Federation which might warrant compensation. She therefore considered the grievance process to be closed, but she noted that a disciplinary process had been initiated to examine possible misconduct on the part of the Special Envoy.

The new Secretary General announced on 18 July 2008 that the Avian and Human Influenza Department was to be transferred back to the Health and Care Department; the Special Envoy would resume work in his capacity as Special Envoy for Avian and Human Influenza, and the overall management of the Avian and Human Influenza programmes would be placed back under the responsibility of the Head of the Health and Care Department. At about the same time the post of Programme Coordinator was re-advertised, but the job title was modified to that of Unit Manager, Avian and Human Influenza, and the reporting lines were changed to reflect the transfer of the Avian and Human Influenza Department to the Health and Care Department.

By a letter of 28 August 2008 the complainant was notified that, following the abolition of his post, his contract would be terminated on 28 February 2009, i.e. following a six-month notice period, and that he would be paid an indemnity equivalent to seven months' salary. In September 2008 a new Manager of the Avian and Human Influenza Unit was appointed under a staff-on-loan arrangement.

The complainant filed a second grievance on 31 October 2008 alleging that the appointment of the Manager of the Avian and Human Influenza Unit was unlawful and that he should have been offered that post, given that it was almost identical to his abolished post. On 28 November the Head of HRD replied that the new post was not similar to his former post of Programme Manager, and noted that he had not applied for the new post. She added that the recruitment process had been carried out in accordance with the relevant rules and regulations.

On 13 November 2008 the complainant filed an appeal with the Secretary General challenging the abolition of his post, the

termination of his contract and the appointment of the Manager of the Avian and Human Influenza Unit. He also alleged harassment on the part of the Special Envoy and failure on the part of the Federation to treat him with dignity. In its report of 19 February 2009, the Joint Appeals Commission, to which the matter was referred, held that the complainant's redundancy was illusory and that there was consequently no objective reason for terminating his contract. It found that he had been wilfully undermined and prevented from carrying out his duties and responsibilities. However, it found no concrete evidence of harassment on the part of the Special Envoy, but rather a "collective institutional failure" on the part of senior management. Moreover, few attempts had been made to find a solution to the difficult working relationship between the complainant and the Special Envoy; thus, the complainant could legitimately have regarded his redundancy as a hidden sanction driven by the Special Envoy. It also noted that the posts in the new Health and Care Department were a grade lower than that of the complainant's post. The Commission recommended that the complainant be reinstated in a post equivalent to his previous post, and that a mutually acceptable arrangement be concluded on the award of damages. With regard to the appointment of the new unit manager, it abstained from making a recommendation on its validity, given that no guidelines were available concerning the recruitment of staff-on-loan.

The complainant subsequently informed the Administration of his willingness to accept an open-ended contract in a post equivalent to his former post, provided that he was granted at the same time a lump sum equivalent to 11 months' salary, plus 20,000 Swiss francs in damages. In a letter of 2 June 2009 the Secretary General replied to the complainant that he could not accept his proposal given that the Federation had just paid him a redundancy indemnity. He noted that the complainant had been encouraged to apply for various vacant positions and had even been offered one, which he had refused. Consequently, he rejected the recommendations of the Joint Appeals Commission. That is the impugned decision.

B. The complainant contends that the impugned decision is flawed as the Secretary General did not provide proper reasons for rejecting the Joint Appeals Commission's recommendations. Indeed, he merely stated facts without drawing any conclusions and, contrary to the Tribunal's case law, did not even consider all essential facts before reaching his decision. For instance, he did not examine whether the complainant's working relationship with the Special Envoy was difficult, or whether the alternative posts offered to him were suitable options. In addition, he failed to take into account certain acts which showed that the Special Envoy interfered inappropriately with his work and that his reputation was undermined. The Secretary General also failed to determine whether the need to abolish his post was illusory or not. In the complainant's view, these key elements should have been examined in order to confirm or refute the Joint Appeals Commission's conclusion that there was an institutional failure on the part of the Federation, which caused him moral injury.

According to the complainant, the decision to terminate his contract is tainted with an error of law insofar as the decision to abolish his post was "illusory" and constituted a hidden disciplinary sanction. He points out that – while he was still employed – in July 2008 the new Secretary General reverted to the previous structure and appointed a new manager for the Avian and Human Influenza Unit, whose tasks and responsibilities were similar to those he had previously held. Further, he alleges bad faith and harassment on the part of his supervisors, pointing out that he was prevented from performing his duties, which damaged his reputation.

Lastly, the complainant contests the validity of the appointment of the Manager of the Avian and Human Influenza Unit, alleging that he should have been offered that post, especially given that it entailed tasks and responsibilities similar to those he used to perform. In failing to do so, the Federation acted in breach of its obligation to find him an alternative post. Referring to the Tribunal's case law, he submits that a person already in the service of an organisation and whose post is abolished must be given priority if his or her qualifications appear to be at least equal to those of other candidates.

The complainant requests an oral hearing. He seeks an order for the production of documents, in particular, all written evidence that would support or refute the assertion that his contract should not have been terminated, that the abolition of his post was “illusory” and that he was the victim of harassment. He asks the Tribunal to annul the appointment of the Manager of the Avian and Human Influenza Unit and to appoint him to that position. Alternatively, he requests that a selection process be conducted in accordance with applicable rules and regulations, or that he be offered a post bearing the same grade and seniority as the one he held, in a department where he would not be required to interact with the Special Envoy. He further claims 150,000 Swiss francs in moral damages, plus damages in an amount equivalent to two years’ gross salary for injury to his health and for loss of career opportunities. He seeks exemplary damages in an amount equivalent to 12 months’ gross salary and 25,000 francs in costs, as well as the payment of interest on all amounts due to him. In addition, he asks for a certificate of employment acknowledging the work he performed and the fact that his separation occurred through no fault or desire of his own.

C. In its reply the Federation submits that the Secretary General did provide reasons for rejecting the Joint Appeals Commission’s recommendations, and points out that the Commission itself did not refer to certain facts brought to its attention. For instance, no reference was made in its report to the fact that the rationale behind the restructuring decision was discussed with the complainant, and that he was encouraged to consider two newly created posts of Unit Manager. The defendant adds that the allegations of harassment were promptly and thoroughly investigated by a disciplinary panel, which found that none of the Special Envoy’s actions constituted harassment. The outcome of the investigations was communicated to the complainant, but not the panel’s report.

The Federation asserts that the restructuring was carried out in full consultation with the complainant and that he was asked to

consider which of the new positions – two of which were at the same grade as his former post – he would be interested in. Moreover, it did all it could, during the notice period, to interest him in alternative postings, but he continually refused to be considered for the proposed posts. It adds that, following the Joint Appeals Commission's report, the Secretary General engaged in discussions with the complainant on alternative postings, but no agreement was found because his request for financial compensation was unacceptable.

D. In his rejoinder the complainant reiterates that the impugned decision was not properly motivated and states that the Federation cannot supplement the Secretary General's reasoning at this stage with new arguments, particularly by referring to the findings of the disciplinary panel to support the decision to terminate his contract. He stresses that no reference is made in the impugned decision to that report and that there is no indication that the Secretary General had even read it. The complainant adds that the conflict that arose between him and the Special Envoy was due to the latter's unprofessional conduct and not merely to divergences of views on the implementation of the programme. He denies having been offered, or invited to apply for, the contested post of Unit Manager, and stresses that when he was asked if any of the other new posts would be of interest to him, the Administration stated that, in any event, he would have to go through the selection process.

E. In its surrejoinder the Federation maintains that the complainant was expressly asked whether he was interested in the post of Unit Manager. When he declined the offer, the post was opened for recruitment. The recruitment was then put on hold pending the arrival of the new Secretary General, who decided to transfer the post to the Health and Care Department. The post was then re-advertised and filled through a staff-on-loan appointment, in accordance with applicable procedures. It adds that it referred to the disciplinary panel's report in response to the complainant's allegations of harassment, but not to support the decision to terminate his contract.

CONSIDERATIONS

1. The complainant joined the Federation in June 2002 and was later granted an open-ended contract with effect from 1 April 2004. He was assigned to the post of Programme Manager, Avian Influenza, in the Health and Care Department from 1 November 2006 until 30 April 2008. In that capacity, he was responsible for the management of the global influenza programme in coordination with, amongst others, the Influenza Steering Committee, the Influenza Task Force and National Societies. He reported to the Head of the Health and Care Department. In May 2006, the Federation appointed a Special Envoy for Influenza on a part-time basis for seven months. The Special Envoy was to report to the Secretary General and his tasks were specified as encompassing representation at high-level strategic meetings, representing the Federation in the media, participation in Task Force meetings and supporting the Federation with fund-raising. In January 2007 the Special Envoy recommended that his position be made full-time. He was, in fact, appointed on a full-time basis for a further two years in March 2007 with revised terms of reference to be applied as from June 2007. Under the revised terms of reference, he was still to report to the Secretary General, but was also to report to the Director of the Policy and Planning Division, for operational matters. The terms of reference provided that he would function as a member of the Health and Care Department and work closely with the complainant.

2. The Special Envoy had no supervisory role in relation to the complainant. By July 2007 difficulties had arisen in relation to their respective roles and in coordinating their activities. Meetings were held with the Head of the Health and Care Department, and later with staff from HRD, with a view to resolving these difficulties. At or about the same time, the complainant was seeking additional staff but his requests were refused. Simultaneously, it would seem, the Special Envoy was making representations with a view to establishing a new organisational structure for the Programme, which required additional staffing beyond that requested by the complainant. The

complainant was not then informed of the Special Envoy's representations or proposals. However, on 11 October he was provided with a chart that showed a new structure involving the Special Envoy's post, his own post and four new posts. The complainant provided comments on the new posts on 12 October and, again, on 22 October 2007. On 16 November the Head of the Health and Care Department informed the complainant that he would probably have to apply for a post in the new structure. Thereafter, the complainant met with the Head of HRD on three occasions but was unable to ascertain what was to happen to his post.

3. It was formally decided to transfer overall responsibility for the Avian Influenza Programme from the Head of the Health and Care Department to the Special Envoy on 22 January 2008. On the same day, the complainant proceeded on certified sick leave as a result of work-related illness. There were two meetings in April 2008 attended by, amongst others, the complainant and the Special Envoy. At the first meeting, on 1 April, the complainant was told that his post no longer existed and that its main tasks would be distributed between the four new posts in the new structure. He was asked to look into those posts to see if he would be interested in one of them. He was also told that "Management [...] need[ed] to be further consulted on whether or not [his] post should be considered as redundant". The working relationship between the complainant and the Special Envoy was also discussed, with the complainant stating that he "felt that [...] he was constantly undermined in the eyes of external partners and in the building and some of [those] actions [could] be considered as harassment". It was noted at the second meeting, on 11 April, that there had not been a final decision with respect to the complainant's position.

4. On 7 April 2008 the complainant provided his written comments on the four new posts that he had been asked to consider in the new structure and stated, amongst other things:

"I think it is difficult to see how my job would simply 'evolve' into a fraction of what my job used to be. Instead, I think this confirms that my

role truly no longer exist[s] in this new set-up, and as such, it can not be expected that I could identify with any of the newly established functions.”

On 23 April the Head of HRD informed the complainant that the Avian Influenza Programme would move out of the Health and Care Department and become a new department under the Special Envoy. He was also told that his post would not be extended beyond 30 April as it would not appear in the new structure. The complainant was provided with a written explanation for the new structure on 25 April, it being said, amongst other things, that the Secretary General’s “overall direction [was] to entrust Special Representative and Special Envoy full time positions with management authority”. Correspondence ensued between the complainant and HRD as to whether the complainant’s post was redundant. However, he was informed on 16 May that he remained employed on an open-ended contract and was encouraged to apply for other positions.

5. In late June 2008, the incoming Secretary General requested a freeze on recruitment to new posts in the newly created Avian and Human Influenza Department. On 18 July he announced that that Department would be transferred back to the Health and Care Department, and that the Special Envoy would resume his full-time role as Special Envoy for Avian and Human Influenza and would continue to report to the Secretary General. On 28 August 2008, while the complainant was still on sick leave, he was given six months’ notice of termination of his contract on the ground of redundancy, and was informed that his contract would end on 28 February 2009 unless he received another offer of employment in the meantime. Shortly afterwards, on 5 September 2008, the new Head of the Health and Care Department announced the arrival of an Avian and Human Influenza Unit Manager within the Department. That position had not been advertised and was filled by a staff-on-loan arrangement with the American Red Cross.

6. In November 2008 the complainant lodged a three-part appeal with the Secretary General, alleging inter alia harassment on the part of the Special Envoy and claiming that the abolition of his post

and the notice of termination of his contract were illegal. The Joint Appeals Commission, to which the matter was referred, issued its report on 19 February 2009. It found that the Special Envoy's actions did not fall "within a strict interpretation of the Federation's [...] Anti-Harassment Guidelines [and] there [was] no concrete proof of personal harassment [...] by the Special Envoy, or that his actions [were] motivated by personal malice, abuse of power or personal gain". However, it found that there had been:

"a collective institutional failure, and that those involved at the senior management level, including the Special Envoy, [were] at fault for causing moral injury to the complainant through a fundamental lack of support, the withholding of key information, and a collective lack of decision-making and accountability."

It concluded that senior management impugned the complainant's "professional reputation" and undermined his position at the International Federation.

7. So far as concerns the abolition of the complainant's post, the Commission found that "there [were] no substantive or objective grounds to abolish the [...] post" and that the reason given for his redundancy, namely that his post had been discontinued, "was illusory". It also found that, while there were some differences between the complainant's job description and that of the Unit Manager for Avian and Human Influenza, the posts were "both of similar tasks, roles and responsibilities, and equal in seniority". It stated that it appeared "that the complainant's post ha[d] been re-established in that of the Unit Manager".

8. On the question of termination of the complainant's contract, the Commission considered that the redundancy procedures had been followed and that it was not clear that the decision "was motivated by [...] the Federation's desire to rid itself of a serious personal and professional conflict". However, it was of the view that "management [had] encouraged the complainant to consider applying for or transferring to positions which were all a downgrading from his position as Unit Manager" and that, as there had never been any question as to his performance, this "appear[ed] to be an unwarranted

sanction [...] and not an alternative to termination for redundancy, which needs – and did not receive – the employee’s agreement”. It also added that the offers of alternative positions or suggestions that the complainant apply for other posts within the Avian and Human Influenza Department “d[id] not seem [...] to be suitable openings [...] as they were all a downgrading for [him]”. In the result, the Commission found that the complainant’s “redundancy was illusory and that the Federation [was] at fault for causing moral injury to [him]”. It recommended that the Federation “offer reinstatement in a suitable post (similar in grade and rank), and negotiate a mutually acceptable arrangement on the award of any damages”.

9. Following receipt of the Commission’s report, the complainant indicated that he would accept, by way of amicable solution, a position equivalent to his former post on an open-ended contract, payment of eleven months’ salary, damages in the sum of 20,000 Swiss francs, payment of his legal fees and a letter of apology, or a settlement on similar terms. On 2 June 2009 the Secretary General informed the complainant that, as he had been paid a lump-sum redundancy indemnity equivalent to seven months’ salary, he could not accept these terms. He made no counter-offer. Instead, he stated that he had decided not to accept the conclusions and recommendations of the Joint Appeals Commission. That is the decision impugned by the complaint by which the complainant seeks appointment to the post of Unit Manager, Avian and Human Influenza or, alternatively, reinstatement in another post at the same grade as his former post, material, moral and exemplary damages, costs and a “certificate de travail” in terms acceptable to him. He also seeks an oral hearing and an order for the production of documents.

10. At this point, it is convenient to note that in his letter of 2 June 2009, the Secretary General did not specify in what respects he disagreed with the findings or conclusions of the Joint Appeals Commission. Instead he said that his decision was based on his understanding of stated facts which he set out in chronological order. Those facts differ from those set out above only in that they emphasise

that the complainant rejected the various new posts in the Avian and Human Influenza Department, that he was offered and rejected the post of Senior Officer, Avian and Humanitarian Pandemic Preparedness on 5 February 2009 and that he was encouraged to apply for other posts. He did not, in that letter, challenge the Commission's finding that the posts in the new department all involved a downgrading of the complainant. Nor did he assert that the complainant had been offered or encouraged to apply for posts of equal grade and rank. And apart from stating the facts in the manner indicated, the Secretary General provided no reasons for rejecting the findings, conclusions and/or recommendations of the Commission. In particular, he did not claim that the Commission failed to take account of material facts or that its report involved any material error of fact.

11. It is clear that the Secretary General "had a duty to explain in adequate detail" why he did not accept the Joint Appeals Commission's conclusions and recommendations (see Judgment 2807, under 6(a)). This he did not do. Moreover, the Federation cannot now go beyond what was stated in the Secretary General's letter of 2 June 2009, either by way of argument or by way of raising new facts (see Judgment 2355, under 9). However, and for the sake of completeness, it may be noted that the Federation does not directly challenge the findings of the Commission in its pleadings, but does now assert that it did not consider all the facts, claiming that:

- The [Joint Appeals Commission's] report does not discuss the management's given rationale for restructuring [...] nor the consultation process held with the complainant [...].
- The [...] report states that management encouraged the complainant to only consider posts which were a downgrade of his own, no mention made of the attempts to engage the complainant in discussions regarding the two newly created unit manager posts.
- No mention is made of the fact that as a result of the restructuring only the assignment of the complainant was not extended.
- The [Joint Appeals Commission] claims that the alleged five month delay in the restructuring of the unit was another example of 'collective management failure', no mention made in this regard that the delay was in large caused by the complainant extended sick leave." (sic)

Further, in its reply the Federation claims, for the first time, that the complainant refused to be offered or considered for the post of Unit Manager – former Programme Coordinator – despite the fact that it was at the same grade and level as his own.

12. The claims made by the Federation in its pleadings with respect to the report of the Joint Appeals Commission are largely irrelevant to its findings and conclusions. Neither management's rationale for restructuring, nor the consideration that it was only the complainant's post that was affected, can alter the fact that the functions performed by him were simply redistributed with the creation of the new posts, nor that the post of Unit Manager, Avian and Human Influenza, substantially replicated the post previously occupied by him. That being so, these matters do not provide a basis for rejecting the conclusion of the Commission that the complainant's "redundancy was illusory". Further, it is not correct to say that the delay in restructuring was caused by the complainant's extended sick leave. As the Commission pointed out, the Special Envoy conceded that the form of the restructuring was agreed in October 2007. That was well before the complainant proceeded on sick leave. The new terms of reference for the Special Envoy, which were an integral part of the restructuring, were issued on 22 January 2008, the day on which the complainant commenced his sick leave. The discussions with the complainant took place in April 2008. The minutes of those meetings reveal that their purpose was to see if the complainant would accept one or other of the new posts, not to consult with him as to the restructuring. Finally, the Federation provides no evidence that it did in fact offer the complainant the post of Unit Manager.

13. Given the nature of the Secretary General's "reasons" for rejecting the conclusions and recommendations of the Joint Appeals Commission and, also, the limited and largely irrelevant nature of the matters raised in the Federation's pleadings, the Tribunal can only proceed on the findings and conclusions of the Commission. It follows that the Secretary General's decision of 2 June 2009 must be set aside. Moreover, as the complainant does not seek to go beyond the findings

and conclusions in the Commission's report, there is no need either for oral hearings or for an order for the production of documents. Accordingly, these applications are refused.

14. As already noted, the Commission's primary conclusion was that the complainant's redundancy was illusory. This notwithstanding, the time that has now elapsed renders it inappropriate to order the complainant's appointment to the post of Unit Manager, Avian and Human Influenza, or reinstatement in another post of the same grade as that of the post he previously occupied. However, the Commission's conclusion that the post of Unit Manager, Avian and Human Influenza, and the complainant's post were "of similar tasks, roles, and responsibilities, and equal in seniority" requires that the complainant be paid two years' salary, emoluments and other entitlements, including pension contributions from 28 February 2009, together with interest at the rate of 5 per cent per annum from due dates to the date of payment, less the amount of the lump-sum redundancy payment already made.

15. The other conclusion of the Joint Appeals Commission was that the acts and omissions of senior management, including the Special Envoy, were such that they breached its obligation to treat the complainant with dignity and respect. Consistent with the Commission's findings, the Tribunal will proceed on the basis that there was a breach of the duty to treat the complainant with dignity and respect from July 2007 when meetings were held with a view to resolving the difficulties that existed between the complainant and the Special Envoy and, as found by the Commission, "management made little attempt to find a solution" and continued through the restructuring process until the termination of his contract during which, according to the Commission's findings, his supervisors "seemed [not to be] concerned about [his] position in th[e] new structure or in supporting him to find alternative positions". Further, it may be added that there was also a marked lack of respect shown by the failure of the Secretary General to negotiate with the complainant, as recommended by the Commission. It is not disputed that the acts and omissions,

which the Commission found to be a breach of the obligation to treat the complainant with respect and dignity, impacted on his health. Further, the circumstances were such that they must also have impacted on his professional reputation. Accordingly, the Tribunal awards moral damages in the amount of 40,000 Swiss francs.

16. Given that the Joint Appeals Commission made no finding of malice or other improper purpose, this is not a case for exemplary damages. Further, the Tribunal will not order that the Federation issue a work certificate in terms acceptable to the complainant. It is not for the complainant to dictate the terms of such a certificate. However, the complainant is entitled to costs for the proceedings before the Tribunal and the proceedings before the Commission in the amount of 7,500 francs.

DECISION

For the above reasons,

1. The decision of the Secretary General of 2 June 2009 is set aside, as is the earlier decision of 28 August 2008.
2. The Federation shall pay the complainant the salary, emoluments and other entitlements, including pension contributions that he would have received if his contract had continued for two years from 28 February 2009, together with interest at the rate of 5 per cent per annum from due dates until the date of payment, less the amount of the lump-sum redundancy payment already made.
3. The Federation shall pay the complainant moral damages in the amount of 40,000 Swiss francs.
4. It shall also pay him costs in the amount of 7,500 francs.
5. All other claims are dismissed.

In witness of this judgment, adopted on 20 May 2011, Ms Mary G. Gaudron, President of the Tribunal, Mr Giuseppe Barbagallo, Judge, and Ms Dolores M. Hansen, Judge, sign below, as do I, Catherine Comtet, Registrar.

Delivered in public in Geneva on 6 July 2011.

Mary G. Gaudron
Giuseppe Barbagallo
Dolores M. Hansen
Catherine Comtet