

119th Session

Judgment No. 3411

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Ms S. H.-M. against the International Fund for Agricultural Development (IFAD) on 12 July 2012, IFAD's reply of 8 November, the complainant's rejoinder of 19 December 2012 and IFAD's surrejoinder of 15 April 2013;

Considering the complaint filed by Ms A. Z. against IFAD on 12 July 2012 and corrected on 31 July, IFAD's reply of 8 November, the complainant's rejoinder of 19 December 2012 and IFAD's surrejoinder of 15 April 2013;

Considering the applications to intervene filed by Ms E. C., Ms J. D., Ms G. Di S., Ms J. S., IFAD's comments thereon, and the letters of other six interveners informing the Registrar of their respective decisions to withdraw their applications to intervene;

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

Having examined the written submissions and decided not to hold oral proceedings, for which none of the parties has applied;

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

A. The complainants are staff members of the Global Mechanism which was established under the United Nations Convention to

Combat Desertification in Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa (UNCCD). On the basis of a Memorandum of Understanding (MOU) signed in 1999 between the Conference of the Parties of the UNCCD (Conference of the Parties) and IFAD, the latter agreed to house the Global Mechanism and to support it in performing its functions.

By decision 6/COP.10 (in session reference L.22/COP.10) of 21 October 2011 on the Governance and institutional arrangements of the Global Mechanism, the Conference of the Parties decided that the accountability and the legal representation of the Global Mechanism would be transferred from IFAD to the UNCCD secretariat and that the Executive Secretary of the UNCCD would assume overall management responsibility, including coordinating reporting on, *inter alia*, accounting, performance and activities of the Global Mechanism to the UNCCD. It also decided that the 1999 MOU regarding the Modalities and Administrative Operations of the Global Mechanism would be revised so that IFAD's role would be limited to providing the Global Mechanism with logistical and administrative support and the privileges and immunities required for its operation, and it also requested the UNCCD Executive Secretary to ensure that all accounts and staff managed by the Global Mechanism would be under one single administrative regime administered by the United Nations Office at Geneva and managed under the Financial Regulations and Rules of the United Nations.

Further to decision 6/COP.10, IFAD's President issued on 14 February 2012 Bulletin PB/2012/01, which stated in paragraph 9 that "the accountability and the legal representation of the [Global Mechanism] that IFAD had been carrying out on behalf of the [Conference of the Parties] shall be hereafter transferred to the UNCCD secretariat with immediate effect. Accordingly, IFAD is no longer authorized to undertake any actions with respect to the financial or human resources management of the [Global Mechanism] except at the request and on behalf of the Executive Secretary of the UNCCD, or such other authority that has been delegated by the Executive Secretary of the UNCCD".

The 1999 MOU was amended with effect from 2 April 2012. The amended MOU included provisions on the transfer of the accountability and legal representation of the Global Mechanism and the UNCCD Executive Secretary's overall responsibility for the Global Mechanism in much the same terms as decision 6/COP.10. In addition, it stipulated: "Until such time that all accounts and staff managed by the Global Mechanism shall be under one single administrative regime administered by the United Nations Office at Geneva and managed under the Financial Regulations and Rules and Staff Rules of the United Nations, IFAD shall continue to, in consultation with the Executive Secretary, provide personnel and financial management services to employees or contractors of the Global Mechanism. Accordingly, IFAD is not, and will not be, responsible for any element of the personnel management or financial management of the Global Mechanism, including the selection and recruitment of its staff and Managing Director. Furthermore, IFAD is not, nor will it be, a party to employment contracts with employees or contractors of the Global Mechanism, and the IFAD rules and procedures will not apply to such employees or contractors". The amended MOU also dealt with issues such as the provision of office space, logistical and administrative support and services related to privileges and immunities.

The first complainant, Ms M., joined IFAD in 1997. On 1 April 1999 she was granted a fixed-term contract with IFAD as an Administrative Assistant in the Global Mechanism. This contract was continuously extended under practically the same terms up to 31 March 2008. Effective 1 April 2008 she was offered a fixed-term contract the terms of which differed from those of her earlier contracts. In particular, it was on Global Mechanism and not IFAD letterhead, and it stated that her appointment was with the Global Mechanism and that it was governed by the provisions on the administrative operations of the Global Mechanism, including the modalities for its housing by IFAD, and the relevant and applicable policies and procedures the Global Mechanism adopted to govern its operations, such as IFAD's Human Resources Policy, read and construed with the limitation contained in the letter of appointment

and the special nature of the Global Mechanism. This contract was extended from 1 April 2010 until 31 March 2012.

The second complainant, Ms Z., joined IFAD in 1995. She was granted a fixed-term appointment with IFAD in 2006. This contract was twice extended under the same terms, the second extension running from 1 January 2008 to 31 December 2009. Prior to the expiration of this contract however the complainant accepted with effect from 1 May 2008 a lateral transfer to the Global Mechanism. To that end, she signed a new contract, which was on Global Mechanism letterhead and which stated that her transfer from IFAD to the Global Mechanism was definitive and that she had no return rights to IFAD. As to the applicable law, it included a clause similar to that contained in the contract that Ms M. had accepted effective 1 April 2008. Ms Z.'s appointment was subsequently extended twice until 31 March 2012. The terms and conditions of her appointment remained those of the May 2008 contract.

Following the adoption of decision 6/COP.10, the Conference of the Parties and IFAD entered into consultations on the modalities of its implementation. In the period from 1 April 2012 to 31 March 2013, further to a request by the UNCCD Executive Secretary to the President of IFAD on 28 February and again on 25 July 2012, the complainants were respectively granted by letters of 6 March and 14 September 2012 two contract extensions of six months each. These extensions were made on Global Mechanism letterhead and stated that the appointments were with the Global Mechanism and that they were granted further to a request by the UNCCD Executive Secretary, on his behalf, and with due regard to decision 6/COP.10 and that they were governed by the provisions on the administrative operations of the Global Mechanism, including the modalities for its housing by the Fund and the relevant and applicable policies and procedures the Global Mechanism has adopted to govern its operations, as they may be amended from time to time, and specific provisions regarding the collaboration modalities between the Global Mechanism and the Fund, as they may be amended from time to time. Effective 1 April

2013, the complainants accepted UNCCD appointments governed by the United Nations Staff Regulations and Staff Rules.

In the meantime, on 13 March 2012, the complainants had submitted requests for facilitation with respect to IFAD's failure to renew their contracts that expired on 31 March 2012 and its refusal to consult with the Executive Committee of the Staff Association (ECSA) on issues affecting Global Mechanism staff. Ms Z. also requested facilitation with respect to the decision to deny her return rights from the Global Mechanism to IFAD, which was allegedly notified to her on 31 January 2012. Acting under the amended MOU, the Director of IFAD's Human Resources Division (HRD) replied on 22 March 2012 that, further to decision 6/COP.10, IFAD was no longer authorised to undertake any actions with respect to the financial or human resources management of the Global Mechanism and that he would therefore refer the complainants' requests for facilitation to the UNCCD Executive Secretary. The complainants filed internal appeals with the Joint Appeal Board (JAB) of IFAD on 17 and 18 April 2012 respectively. Their appeals and related documentation were returned to them under cover of a letter dated 26 April 2012, in which the Secretary of the JAB reiterated that IFAD was no longer authorised to undertake any action with respect to the human resources management of the Global Mechanism except at the request and on behalf of the UNCCD Executive Secretary. On 12 July 2012 the complainants filed their complaints with the Tribunal indicating that they were impugning the decision of 26 April 2012.

B. The complainants submit that the complaints are receivable. They argue that the internal remedies have been exhausted, since all their efforts to pursue them were rebuffed by IFAD. Moreover, their requests for facilitation and subsequent internal appeals were lodged within the time limits prescribed in IFAD's Human Resources Procedures Manual (HRPM) and their complaints were filed within 90 days from 26 April 2012, the date on which the JAB refused to deal with their internal appeals. Moreover, the change of language in the contracts they were offered as from April and May 2008, respectively,

did not bring about a change in their status as IFAD staff members, and the Tribunal is therefore competent to hear their complaints.

On the merits, the complainants contend that IFAD's failure to renew their contracts expiring on 31 March 2012 was illegal, first, because IFAD did not respect the applicable rules, in particular paragraph 11(b) of President's Bulletin PB/04/01 stating that the recruitment and the terms and conditions for all posts in the Global Mechanism shall follow IFAD's rules and regulations and sections 2.26.1(iii) and 10.3.10(ii) of the Implementing Procedures regarding the supervisor's obligation to give the staff member at least three months' notice of the intention not to renew her or his contract, and, second, because it failed to follow the redundancy procedures set forth in paragraphs 11.3.9 and 11.3.10 of the HRPM.

In addition, the complainants contend that by refusing to consult with ECSA on issues relating to their contracts, the Administration acted contrary to Staff Rule 7.1 and the Cooperation Agreement between IFAD and the Staff Association. They consider that IFAD's obstructive tactics were an affront to their dignity and caused them material and moral damage. They reproach the Fund for seeking to avoid its responsibility towards Global Mechanism staff immediately after the adoption of decision 6/COP.10, even though it was apparent that the changes approved by the Conference of the Parties in that decision could only be implemented over time and through an amendment of the MOU.

The complainants ask the Tribunal to quash IFAD's decision not to extend their contracts expiring on 31 March 2012 and to order IFAD to extend those contracts for a further two-year period. They request that IFAD be ordered to offer them, in accordance with paragraphs 11.3.9 and 11.3.10 of the HRPM, redeployment to suitable positions within the Fund outside the Global Mechanism, to facilitate their transfer to the UNCCD secretariat, upon their request, and to undertake immediate consultations with ECSA through the Director of HRD and other officers working on issues affecting Global Mechanism staff. They claim moral damages and 5,000 euros in costs for the internal appeal proceedings and the proceedings before the Tribunal.

Ms Z. also asks the Tribunal to declare as inoperative the denial of her right to return to IFAD.

C. In its reply IFAD argues that the complainants' claim to extend their contracts is without object, in light of the fact that their contracts were extended and they continue to be employed by the Global Mechanism and to receive their salary, allowances and all other benefits in the same way as before 31 March 2012. Similarly, their request for transfer is without object, since they are in an employment relationship with the UNCCD secretariat. In addition, they have not put forward any evidence of actual injury and they have unnecessarily incurred procedural costs in pursuit of an employment contract that they already possess. In IFAD's view, the complaints are premature, as the complainants have not exhausted all the grievance mechanisms made available to them by the UNCCD Executive Secretary.

The Fund also argues that the complainants were not IFAD staff members, at least not from the moment that they signed Global Mechanism contracts and certainly not on 31 March 2012, when their contracts issued in 2008 expired and the events giving rise to the present complaints arose. In support of this position, IFAD emphasises that the contracts that the complainants signed in April and May 2008 respectively were on Global Mechanism letterhead and that they clearly and unambiguously established that employment was being taken up with the Global Mechanism and that the complainants would henceforth report to the Managing Director of the Global Mechanism. They also clearly established that their extension was subject to the availability of resources, functional needs and continuous existence of the position the complainants occupied with the Global Mechanism and that, in implementation of decision 6/COP.10, the UNCCD Executive Secretary was in the process of bringing them under one single administrative regime administered by the United Nations Office at Geneva and managed under the Financial Regulations and Rules and Staff Rules of the United Nations. With regard to Ms Z., in particular, IFAD also argues that when signing her very first contract with the Global Mechanism with effect from 1 May 2008, she willingly

and wittingly waived the privilege of returning to IFAD upon the termination of her employment relationship with the Global Mechanism.

On the merits, the Fund submits that the complainants' contracts expiring on 31 March 2012 were extended and hence there has not been a decision not to extend them. The UNCCD Executive Secretary's decision to grant the complainants six-month contracts following the expiry of their earlier Global Mechanism contracts on 31 March 2012 was provisional and intended to ensure continuity of service pending the issuance of UNCCD letters of appointment. Moreover, it was a discretionary decision taken by the Executive Secretary in the proper exercise of his authority. IFAD notes in this regard that, further to decision 6/COP.10, the Executive Secretary alone was competent to determine the duration of appointments of Global Mechanism staff and that the complainants' grievances in that respect must therefore be addressed to him. IFAD rejects the complainants' request for redeployment as being without object, since redeployment measures are taken in redundancy cases and the complainants have not demonstrated that their positions with the Global Mechanism became redundant. As regards the complainant's claim for consultation, it explains that ECSA's mandate does not extend to discussing grievances of an individual nature with the Administration, let alone those of individuals who are not staff members of IFAD but of a hosted entity.

D. In their rejoinder the complainants insist that the change of language in their contracts as of April and May 2008, respectively, did not change their status as IFAD staff members. They accuse IFAD of deliberately seeking to avoid responsibility for its own staff.

E. In its surrejoinder IFAD reiterates its arguments in their entirety.

CONSIDERATIONS

1. The first complainant, Ms M., joined IFAD in June 1997 and worked on continuously renewed temporary contracts until 31 March

1999. She was assigned to the Global Mechanism of the UNCCD in September 1998 and with effect from 1 April 1999 she was given a one-year fixed-term contract as an Administrative Assistant, at grade G-4, in the Global Mechanism. This contract was renewed continuously for two-year periods until 31 March 2012.

More specifically, Ms M.'s letter of appointment dated 7 March 2006 was on IFAD letterhead and stated that she was being offered "an extension of [her] contract of employment with [IFAD]", that "[her] duties and responsibilities [would] continue to be those of Programme Assistant G-5, in the Global Mechanism to Combat Desertification under the direct supervision of the Managing Director", and that the two-year extension of contract was "in accordance with [IFAD's] Human Resources Policy, together with the provisions of the Human Resources Procedures Manual regarding its application". In contrast, her letter of appointment dated 28 March 2008, written on Global Mechanism letterhead, stated in relevant part that she was being offered "a fixed-term appointment for a period of two years with the Global Mechanism" and that she should note that "this appointment carri[ed] no expectation of continuous employment or conversion to any other type of appointment with the Global Mechanism [...] or with its host, [IFAD]. Possible extensions of this contract [were] subject to successful performance, conduct, availability of funding, functional need and continued existence of the position [the complainant would] occupy [then] or anytime during the time of [her] contract with the [Global Mechanism]." It went on to state that "the appointment [would] be governed by the provisions on the administrative operations of the Global Mechanism, including the modalities for its housing by [IFAD] [...], and the relevant and applicable policies and procedures the [Global Mechanism] adopted to govern its operations such as the IFAD's Human Resources Policy which ha[d] to be read and construed with the limitation contained in this letter of appointment and the special nature of the [Global Mechanism]". The position she was offered was that of a "Programme Assistant (Communication and Web Content) in the Global Mechanism" and she was informed that she would "report to the Managing Director of the Global Mechanism". In February 2009, she received notice of

her “appointment to the position of Web Content and Publications Officer, in the Global Mechanism of the UNCCD” effective 1 January 2009.

By a letter of 23 March 2010, Ms M. was offered an extension of her “contract of employment with the Global Mechanism”, valid from 1 April 2010 to 31 March 2012, “governed by the provisions on the administrative operations of the Global Mechanism”. In a letter dated 6 March 2012, she was notified that “the President of [IFAD] ha[d] been requested to assist the Executive Secretary [of the UNCCD] in extending [her] contract with the Global Mechanism”. The letter explicitly cited “Decision COP(10)L.22 [in session reference of Decision 6/COP.10] of the Conference of the Parties of the UNCCD as well as IFAD’s President’s Bulletin PB/2012/01” which were attached to the letter as Annex 1. It stated that the Human Resources Officer signing the letter was “acting exclusively under the [...] Memorandum of Understanding and on behalf of the Executive Secretary of the UNCCD” in offering “a contract of employment with the Global Mechanism of the UNCCD” valid from 1 April 2012 to 30 September 2012. It also stated that “This extension of [the complainant’s] contract [would] remain valid for the duration decided by the Executive Secretary of the UNCCD in his letter of 28 February 2012 and [did] not carry any expectation or [*sic*] conversion to any type of appointment with the Global Mechanism or provide any entitlements with the Fund, including any expectations of an appointment with the Fund.”

2. The second complainant, Ms Z., joined IFAD in January 1995. She worked under temporary contracts until she received a fixed-term contract effective 1 January 2006. She was laterally moved from the Human Resources Office to the Global Mechanism with effect from 1 May 2008. In the letter of transfer it was noted that the transfer would be “definitive, as [she would] not have any return rights to IFAD”. Her fixed-term contract was continuously extended until 31 March 2012.

More specifically, Ms Z. received a letter dated 31 October 2007 on IFAD letterhead offering her an extension of her “contract of employment with [IFAD]” in the Office of Human Resources, Finance and Administration Department, for a two-year period from 1 January 2008 to 31 December 2009, “governed by IFAD’s legal instruments”. In a letter written on Global Mechanism letterhead and dated 28 April 2008, she was informed that, “following a job rotation request, [she had] been selected for a lateral transfer to the Global Mechanism as Administrative Assistant [...]. [Her] transfer from the Human Resources Office of IFAD to the Global Mechanism [would] be definitive as [she would] not have any return rights to IFAD, and [would] be effective on 1 May 2008 for the duration of [her] current fixed-term contract due to expire on 31 December 2009. This lateral transfer [did] not carry any expectation of promotion, renewal, or conversion to any other type of appointment with the Global Mechanism or IFAD”. It went on to note that her transfer would be “governed by the provisions on the administrative operations of the Global Mechanism” and that “[a]ll other terms and conditions of employment are hereby transferred to the Global Mechanism”. As with Ms M., Ms Z.’s subsequent letters of appointment and contract extensions were all on Global Mechanism letterhead and contained the same general terms until the letter of 6 March 2012, which stated that her contract extension was offered “with due regard to Decision COP(10)L.22 [in session reference of Decision 6/COP.10] of the Conference of the Parties of the UNCCD, as well as IFAD’s President’s Bulletin PB/2012/01”. It contained the same basic terms as the letter of the same date addressed to Ms M. (as detailed above).

3. The complainants each requested facilitation in individual memoranda to the President of IFAD on 13 March 2012. They were each informed on 22 March that IFAD had no authority to treat their requests and that they had been forwarded to the Executive Secretary of the UNCCD. Having received no response from the Executive Secretary, they each filed a separate appeal to IFAD’s Joint Appeal Board (JAB) respectively on 17 and 18 April 2012. Their appeals were returned to them on 26 April 2012 on the ground that they could

not be considered receivable unless the UNCCD requested the application of IFAD's grievance procedures to the staff of the Global Mechanism. They impugn the rejection of their internal appeals in their complaints before the Tribunal, in which the main questions raised are whether or not they were IFAD staff members in 2012, when the contested contract renewals were issued, and whether IFAD was required, under its rules and in the exercise of its duty of care, to advise them of the non-renewal of their IFAD contracts prior to converting them into Global Mechanism contracts.

4. The complainants cite Judgment 2867 of this Tribunal, and the subsequent advisory opinion of the International Court of Justice, delivered on 1 February 2012, in which the Court unanimously opined that the Tribunal was competent under Article II of its Statute to hear the complaint which led to Judgment 2867 and that the decision given by the Tribunal in that judgment was valid. In Judgment 2867 the Tribunal found that the complainant was an IFAD employee and it set aside the President's decision not to endorse the JAB's recommendation and instead to dismiss her internal appeal. Under considerations 6 and 7 of that judgment, the Tribunal stated:

“6. The fact that the Global Mechanism is an integral part of the Convention and is accountable to the Conference does not necessitate the conclusion that it has its own legal identity. Rather, and as the term “Global Mechanism” suggests, it merely indicates that it is the nominated mechanism by which the Conference gives effect to certain obligations created by the Convention. Nor does the stipulation in the MOU that the Global Mechanism is to have a “separate identity” indicate that it has a separate legal identity or, more precisely for present purposes, that it has separate legal personality. [...] It is in this context that the statement that the Global Mechanism is to be “an organic part of the structure of the Fund” is to be construed.

7. [...] It is significant that, according to the MOU, the Managing Director is to report to the President of the Fund. Moreover, the chain of accountability does not run directly from the Managing Director of the Global Mechanism to the Conference but “directly from the Managing Director to the President of the Fund to the Conference”. Similarly, “[t]he Managing Director [...] reports to the Conference on behalf of the President of the Fund” [...]. The President of the Fund is to review the programme of work and the budget prepared by the Managing Director of the Global Mechanism before it is forwarded to the Executive Secretary of the Convention

for consideration. Additionally, the Global Mechanism is not financially autonomous. Rather, the Conference authorises the transfer of resources to the Fund for the operating expenses of the Global Mechanism. When regard is had to these provisions in the MOU, it is clear that the words “an organic part of the structure of the Fund” indicate that the Global Mechanism is to be assimilated to the various administrative units of the Fund for all administrative purposes. The effect of this is that administrative decisions taken by the Managing Director in relation to staff in the Global Mechanism are, in law, decisions of the Fund. [...]”

5. The situation described in Judgment 2867 was gradually changed by Decision 6/COP.10 (21 October 2011), President’s Bulletin PB/2012/01 (14 February 2012), and the amendment to the MOU of 1999 (2 April 2012). The final result of the process, enshrined in the 2 April 2012 amendment, was the transfer of responsibility for the Global Mechanism from IFAD to the UNCCD secretariat. More specifically, the amended MOU provided *inter alia* that:

- a. While the Global Mechanism will have a separate identity within the UNCCD secretariat, it will be an organic part of the structure of the secretariat directly under the Executive Secretary.
 - b. The accountability and the legal representation of the Global Mechanism are hereby transferred from the International Fund for Agricultural Development to the UNCCD secretariat.
 - c. The Executive Secretary shall assume overall management responsibility [...].
 - d. [...] IFAD is not, and will not be, responsible for any element of the personnel management or financial management of the Global Mechanism, including the selection and recruitment of its staff and Managing Director. Furthermore, IFAD is not, nor will it be, a party to employment contracts with employees or contractors of the Global Mechanism, and the IFAD rules and procedures will not apply to such employees or contractors.
 - e. The appointment of the Managing Director of the Global Mechanism shall be done through the recruitment process of the United Nations by the Executive Secretary.
- [...]”

6. The complaints are based on similar but not identical facts and raise the same issues of law. Moreover, the complainants submit similar arguments to support their positions and substantially request

similar redress. In its defence, IFAD puts forward similar arguments in both cases to support its position. Considering this, the Tribunal finds it convenient to join the two complaints and to deal with the issues raised therein in a single judgment.

7. In Judgment 2867, under consideration 9, the Tribunal noted that the details of the complainant's letters of appointment pointed to the conclusion that the complainant in that case was indeed an IFAD employee. In the present cases, the complainants received in 2008 letters of appointment written on Global Mechanism letterhead that were different in form and substance from their earlier ones, which indicated the beginning of the transfer of management powers with regard to Global Mechanism staff from IFAD to the UNCCD secretariat. However, it was not until they received the letters of appointment of 6 March 2012, which notified them explicitly that from that point onward all decisions regarding their employment with the Global Mechanism would be under the exclusive control of the Executive Secretary of the UNCCD, that the complainants were effectively notified that their IFAD contracts would not be renewed upon their expiration and that they would thereafter no longer be considered IFAD employees. The Tribunal finds that, although the gradual changes in management were reflected in the complainants' evolving contracts and extensions, the complainants ceased being IFAD employees on 31 March 2012 upon the expiration of their IFAD contracts.

8. The Tribunal notes that the contracts beginning on 1 April 2012 are all official Global Mechanism/UNCCD contracts. President's Bulletin PB/2012/01 of 14 February 2012 notified staff members under paragraph 9 that "In accordance with operative paragraph 1 of [Decision 6/COP.10], the accountability and the legal representation of the [Global Mechanism] that IFAD had been carrying out on behalf of the [Conference of the Parties] shall be hereafter transferred to the UNCCD secretariat with immediate effect. Accordingly, IFAD is no longer authorized to undertake any actions with respect to the financial or human resources management of the [Global Mechanism] except at the request and on behalf of the Executive Secretary of the

UNCCD, or such other authority that has been delegated by the Executive Secretary of the UNCCD.” The letters of appointment of 6 March 2012 made express reference to President’s Bulletin PB/2012/01 and, as noted earlier, notified the complainants of the non-renewal of their IFAD contracts. However, this notification came some three weeks before the expiration of the complainants’ contracts. Thus, the Tribunal considers that IFAD failed to give the complainants proper notice prior to the non-renewal of their contracts and to make all efforts, using all possible tools, to clarify the complainants’ situations. Thus, an award of moral damages is appropriate.

9. As the complainants have had their Global Mechanism contracts continuously renewed without any loss of salary, and considering also that their IFAD contracts carried no guarantee of renewal, the Tribunal will not set aside the decisions not to extend the complainants’ contracts expiring on 31 March 2012. Nor will the Tribunal make an order for reinstatement, or for IFAD to facilitate the complainants’ transfer to the Secretariat of the UNCCD where they are already employed. Ms Z.’s claim regarding reinstatement of her return rights to IFAD is unfounded. She received notice of that stipulation in the letter of 28 April 2008 and signed the contract without reservations. She cannot now challenge that decision. With regard to the lack of proper notice of the non-renewal of their IFAD contracts and IFAD’s insufficient efforts to clarify their respective situations, the Tribunal awards 2,500 euros in moral damages and 3,000 euros in costs to each complainant. All other claims are dismissed. The Tribunal notes that no relief was sought by the complainants in relation to the impugned decision to reject their internal appeals.

10. Of the initial ten applications to intervene, six have been withdrawn. As the remaining four interveners are in a similar legal situation to that of the complainants, they must be granted the benefit of the rights recognised by this judgment (see Judgment 2985, under 28). The interveners are legally represented and they are entitled to costs.

DECISION

For the above reasons,

1. IFAD shall pay each complainant 2,500 euros in moral damages.
2. It shall also pay each of them 3,000 euros in costs.
3. IFAD shall pay each intervener 2,500 euros in moral damages.
4. It shall also pay the four interveners collectively 3,000 euros in costs.
5. All other claims are dismissed.

In witness of this judgment, adopted on 5 November 2014, Mr Giuseppe Barbagallo, President of the Tribunal, Ms Dolores M. Hansen, Judge, and Mr Michael F. Moore, Judge, sign below, as do I, Dražen Petrović, Registrar.

Delivered in public in Geneva on 11 February 2015.

GIUSEPPE BARBAGALLO

DOLORES M. HANSEN

MICHAEL F. MOORE

DRAŽEN PETROVIĆ