

Judgement No. 106

*(Original : French)*Case No. 105 :
Vasseur*Against : The Secretary-General
of the United Nations*

Withdrawal, for budgetary reasons, of an offer of employment made to the Applicant and accepted by him.—Request that the Tribunal rescind the decision of the Secretary-General according to the Applicant such indemnity as he would have received if he had taken up his duties and his appointment had been terminated immediately, and fix the amount of compensation at the salary and allowances which the Applicant would have received during the entire duration of his contract.

Motion to declare the application non-receivable on the ground that the Applicant never became a staff member of the United Nations.—Provisions of article 2.2. of the Statute of the Tribunal must be interpreted in the light of their context.—A real contract concluded by which the Respondent undertook to employ the Applicant.—This contract related to the appointment procedure laid down by the Staff Regulations and Rules.—Motion rejected.

Claim as to the substance.—Parties agree that the withdrawal of the offer of employment created a right to an indemnity in the Applicant's favour, but do not agree on the amount of the indemnity.—Bases on which the compensation should be fixed.—Scope of the commitments made.—Conditions in which they were not executed.—Damages actually suffered by the Applicant.

Award to the Applicant of the sum of \$1,000, in addition to the indemnity offered by the Respondent.

Subsidiary request that the Respondent should take a favourable view of the Applicant's future candidacy.—Rejected.

Rest of the application rejected.

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Madame Paul Bastid, President ; the Lord Crook, Vice-President ; Mr. Francis T. P. Plimpton ; Mr. Louis Ignacio-Pinto, alternate member ;

Whereas, on 22 August 1966, Jacques Léon Vasseur, the Applicant in the present case, filed an application concerning the rescinding, after its acceptance by the Applicant, of an offer of employment for one year on a United Nations technical assistance project in the Congo ;

Whereas the application did not fulfil all the formal requirements of article 7 of the Rules of the Tribunal ;

Whereas, under paragraph 10 of that article, the Executive Secretary returned it to the Applicant and called upon the Applicant to make the necessary corrections within a period of ten days ;

Whereas the Applicant, after making the necessary corrections, again filed the application on 31 August 1966 ;

Whereas the pleas of the application request the Tribunal :

“(a) To order the rescinding, under article 9 of the Statute and Rules, of the decision communicated to him under date of 17 February 1964, in

which the Deputy Director of Personnel of the United Nations advised him that it was impossible for the United Nations to grant him [for the rescinding of the offer of employment] 'greater financial compensation than the appointment itself which, in the event of termination, entitled (him) to the equivalent of thirty days' notice and such indemnity as might be provided for under the Rules'.

"(b) To fix amount of compensation to be paid for the injury sustained at the full amount of the salary and allowances which the Applicant would have received during the entire duration of his planned stay in the Congo.

"(c) To rule, as a subsidiary point, that the Applicant is entitled to expect that the United Nations will take a favourable attitude towards his candidacy if, in the future, he should again become available for a long-term mission in the United Nations Technical Assistance Programme."

Whereas, on 19 December 1966, the Respondent filed his answer, which he amended on 13 February 1967 ;

Whereas, on 25 January 1967, the Applicant filed written observations ;

Whereas in reply to questions put by the President of the Tribunal the Respondent submitted written statements on 23 February and 3 April 1967 and the Applicant submitted written statements on 1 March and 5 April 1967 ;

Whereas the Respondent and the Applicant filed additional statements on 17 and 28 March 1967 respectively ;

Whereas the facts in the case are as follows :

By a letter dated 5 January 1963, together with a personal history and a curriculum vitae, the Applicant, who at the time was manager of commercial companies at Cotonou, applied for a post as a United Nations technical assistance expert. In March 1963, the Applicant, having had an interview with the Resident Representative of the Technical Assistance Board at Cotonou and having taken a medical examination, went to France for a stay of several months. On 16 April 1963, the Resident Representative transmitted to him in Paris a cable dated 11 April 1963 from the Deputy Chief, United Nations Secretariat Recruitment Services, offering him, subject to approval by the Health Service at Headquarters of the results of the medical examination, a one-year appointment "beginning as soon as possible, as a member of the OTRACO (Transport system) administration Congo". The cable specified the allowances and salary which would be paid to the Applicant and indicated that the travel costs would be borne by the Organization. On 25 April 1963, the Deputy Chief, Secretariat Recruitment Services, confirmed this offer by a letter addressed to the Applicant in Paris, to which was attached a standard letter of appointment and a circular entitled "General information on appointments, salaries and travel for experts (project personnel) initially appointed for a period of at least one year to serve with the United Nations Civilian Operation in the Congo (ONUC)". Concerning termination prior to expiration of the appointment, paragraph XV of the circular provided that "Your appointment may be terminated by either you or the United Nations upon thirty days' notice in writing". The standard letter of appointment also specified that :

"A project personnel appointment may be terminated prior to its expiration date in accordance with the Staff Regulations and with the Staff Rules governing project personnel in which case the Secretary-General will give thirty days' written notice.

“Should your appointment be thus terminated, the Secretary-General will pay such indemnity as may be provided for under the Staff Rules governing project personnel. (The normal expiration of the appointment at its term does not require the payment of any indemnity.) There is no entitlement to either a period of notice or an indemnity payment in the event of summary dismissal for serious misconduct. This appointment carries no expectancy of renewal or of conversion to any other type of appointment in any activity of the United Nations.”

On 28 April 1963, the Applicant wrote to the Deputy Chief, Secretariat Recruitment Services, acknowledging receipt of the Resident Representative's letter dated 16 April 1963. In the same letter he asked for some additional information and added :

“I am very pleased to learn that my candidacy has been approved and shall wait only to find out whether the results of my medical examination are such that you may employ me before informing you of the date on which I can take up the post assigned to me.”

After an exchange of correspondence, the Deputy Chief, Secretariat Recruitment Services, cabled the Applicant on 10 June 1963 : “...Happy inform you medical examination satisfactory. Please cable us date available.” The Applicant replied by a letter of 12 June 1963 that he had in the meantime concluded a new contract, which bound him “for a minimum of six months” with the company which employed him. Consequently, he added, “if I give the stipulated period of advance notice, I cannot obtain my release before 1 March next”. On 18 June 1963, the Deputy Chief informed the Applicant that it was “unfortunately not possible to reserve the post in question until 1 March 1964” and expressed the hope “that it will be possible for you to leave for the Congo towards the end of July”. In reply to a further letter from the Applicant, he cabled him on 17 July 1963 : “...We are prepared to postpone your arrival in the Congo until the end September. Impossible postpone longer”. On 24 July 1963, the Applicant, from Cotonou to which he had in the meantime returned, sent the Deputy Chief the following cable which he confirmed the same day by letter : “Reference your 17 happy to inform you have obtained consent availability Cotonou end September”. On 6 August, he cabled again : “Should be grateful if you would confirm receipt my letter 24 July and indicate whether all arrangements made for my departure end September, date as of which have resigned my present post”. On 12 August 1963, the Deputy Chief, Secretariat Recruitment Services, cabled the Applicant : “...We have noted your availability end September 1963 and authorize payment travel Cotonou Léopoldville.” On the following day, he confirmed the cable by a letter giving additional information concerning the formalities required for travel from Cotonou to Léopoldville. On 5 September 1963, however, the Deputy Chief, Secretariat Recruitment Services, cabled the Applicant : “Please postpone your departure for the Congo until further order. We shall cable additional instructions as soon as possible”. On 18 September, he cabled him : “Reference our cable 5 September regret to inform you that because of imperative reduction United Nations operation in the Congo we must rescind offer transmitted by our cable 11 April 1963. Detailed letter follows.” As the Applicant requested that another post should be offered to him by the United Nations, communications were exchanged between the Resident Representative at Cotonou, the competent United Nations services, and the Applicant. As early as 26 September 1963, the

Chief, Secretariat Recruitment Services, offered the Applicant the sum of \$1,200 to reimburse him for the expenses which he might have incurred because of the decision taken with respect to him. On 10 November 1963, the Applicant informed the Resident Representative that "if only financial compensation is given, it cannot be based on anything other than the *total* duration of the contact that was offered to me, at the salary, including subsistence allowance, that I would have received in the Congo". On 5 December 1963, the Deputy Chief, Secretariat Recruitment Services, wrote to the Applicant that "unfortunately there is no post for an expert in your field" and stated that the Organization was prepared to offer "such indemnity as you would have received if you had entered upon your duties and we had had to separate you from the service". The letter explained that:

"According to the provisions of Staff Rules 209.4 and 209.5 governing the type of appointment which you had been offered, you would have been entitled to compensation of one month's salary in lieu of notice and to five days' indemnity pay for each of eleven months of uncompleted service (annex III (b) to the Staff Regulations), or fifty-five working days' indemnity pay. The total amount of the compensation accordingly would be approximately three and one-half months' salary."

As the Applicant maintained his position in his letter of 7 January 1964 and in his cable of 12 February 1964 announced his intention to bring the dispute before the courts of Dahomey, the Deputy Director of Personnel sent him the following letter on 17 February 1964:

"I have the honour to acknowledge receipt of your letter of 7 January 1964 and of your cable of 12 February confirming that you are maintaining the request for compensation stated in your letter of 10 November 1963.

"I can only reiterate how sorry we are to have been obliged, for budgetary reasons, to rescind our offer of 25 April 1963.

"We appreciate that you were in a delicate position since you had made the necessary arrangements to take up your post in the Congo. It was in consideration of these difficulties, and particularly of the fact that you had submitted your resignation and had been unable to return to your post, that it had been decided to grant you the same indemnity that you would have received if your appointment had taken place as originally anticipated and had then been terminated in accordance with the terms of the contract.

"You will recall that there was attached to the letter of 25 April 1963 from Mr. El Haj [Deputy Chief, Secretariat Recruitment Services] a standard letter of appointment indicating that your future employment would be for a fixed term of one year but might be terminated prior to its expiration date upon thirty days' written notice. There was also attached to this letter a circular which stated on page 12 (article XV) that 'Your appointment may be terminated by either you or the United Nations upon thirty days' notice in writing' and which, in article XVII, referred to the Staff Rules which pertained to you.

"Mr. El Haj's letter dated 5 December 1963 listed the indemnities which would have been paid to you under the Staff Rules governing your future employment as follows:

(a) Thirty days' indemnity pay in lieu of notice;

(b) Fifty-five days' indemnity pay, representing five days' indemnity pay for each month of uncompleted service.

“ I think that your lawyer and you understand that from the legal standpoint you cannot hope for greater financial compensation on the basis of the offer of employment on which you rely than you would have received under the appointment itself, which, in the event of termination, entitled you to payment in lieu of thirty days’ notice and to the indemnity provided for under the Rules. I attach, for any purpose it may serve, a copy of the Staff Rules applicable to technical assistance project personnel.

“ I should also like to draw your attention to the fact that, under Article 105 of the United Nations Charter, the Organization enjoys immunity from jurisdiction in the territory of Dahomey. ”

On 15 September 1964, the Applicant brought the case before the Cotonou Labour Tribunal. As the Resident Representative, addressing himself to the Ministry of Foreign Affairs of Dahomey, claimed the immunities provided for in Article 105 of the Charter, the Tribunal decided that it lacked jurisdiction. After this decision was confirmed on appeal, the Applicant appealed to his country’s Embassy in Dahomey, which expressed the opinion that the “ dispute is within the jurisdiction of the United Nations Administrative Tribunal in New York ”. On 4 April 1966, after an exchange of letters with the Executive Secretary of the Tribunal, the Applicant requested the Secretary-General “ to be so good as... to transmit my file [to the Joint Appeals Board], unless you decide to submit it directly to the Administrative Tribunal ”. On 23 May 1966, the Director of Personnel informed the Applicant “ that we have decided to waive the proceedings before the Joint Appeals Board and to submit your application directly to the Administrative Tribunal ”. On 22 August 1966 the Applicant filed the application referred to above.

Whereas the principal contentions of the Applicant are :

1. The Respondent, on his own initiative, made an offer of a contract of employment to the Applicant which indicated, *inter alia*, the nature of the post offered, its classification, and the related allowances and salary. The Applicant accepted the offer first in principle and then definitively. This consensus of intent gave rise to a contract which accorded the Applicant the status of a technical assistance expert (project personnel). The application is therefore receivable under article 2, paragraph 2, of the Statute of the Tribunal.

2. The Respondent alone was responsible for the fact that the contract was not executed. This non-execution, whatever the reason for it, could not affect the validity of the contract.

3. The Respondent asserted that he had not executed the contract because the post which was intended for the Applicant had been abolished for budgetary reasons. This reason cannot be verified and cannot be considered as justifiable, since, unless it is assumed that the Respondent acted frivolously, it is improbable.

4. The fact that an employee signs a labour contract containing a termination clause does not imply that he recognizes the right to terminate it for reasons which could not be verified. No form of internal regulation can be cited as against this rule of law. Moreover, in the present case, the Staff Regulations were never communicated to the Applicant, and the Staff Rules were communicated to him only after acceptance of the contract offer.

5. The efforts which the Respondent made to find another post for the Applicant were insufficient.

6. In order to be able to occupy the post which was offered to him within the time-limits imposed by the Respondent, the Applicant had to resign from the company where he performed important duties and had an assured future. After the decision rescinding the offer of employment in the Congo, the Applicant was able to remain in the service of this company until the end of 1964, and then to enter the French technical assistance service, only because he accepted a position which was financially and socially less desirable. Thus he suffered a moral and material injury which was much greater than the compensation offered by the Respondent.

Whereas the principal contentions of the Respondent are :

1. The Applicant's acceptance of the offer of a technical assistance project personnel appointment did not make him a member of the staff of the United Nations Secretariat. Under Staff Rule 204.2, the appointment of technical assistance project personnel takes effect from the date on which they enter into official travel status to assume their duties. The Applicant did not enter into travel status to take up his post, as the offer of employment was withdrawn in the meantime. Consequently, the question arises whether the application is receivable under article 2, paragraph 2, of the Statute of the Tribunal.

2. The offer of appointment made to the Applicant was accompanied by the Staff Rules and by documents referring to the Staff Regulations and specified that the appointment might be terminated prior to its expiration date upon thirty days' notice.

3. The post to which the Applicant was to have been appointed was abolished for budgetary reasons before his appointment could take effect. The Respondent's efforts to find another post went beyond the requirements of the Staff Rules.

4. The Respondent offered the Applicant the indemnities to which he would have been entitled if he had been appointed and if his appointment had been terminated immediately after his appointment. The arguments advanced by the Applicant in support of his request for larger indemnities are devoid of any foundation. The Applicant continued to work for the company which had employed him at the time that he received the United Nations offer of employment. On 1 January 1965 he entered the French technical assistance service at Cotonou.

5. The pleas concerning the Applicant's future candidacy are clearly outside the Tribunal's competence.

The Tribunal, having deliberated from 13 to 20 April 1967, now pronounces the following judgement :

I. The question of the receivability of the application was raised by the Respondent. Asserting that the Applicant never became a member of the staff of the Organization, the Respondent asks the Tribunal to consider whether the application is receivable.

The Respondent considers that the Applicant is not a person to whom the Tribunal is open under article 2.2 of its Statute.

The paragraph in question provides that :

“ 2. The Tribunal shall be open :

“ (a) To any staff member of the Secretariat of the United Nations even after his employment has ceased, and to any person who has succeeded to the staff member's rights on his death ;

“ (b) To any other person who can show that he is entitled to rights

under any contract or terms of appointment, including the provisions of staff regulations and rules upon which the staff member could have relied.”

As the Tribunal observed in its Judgement No. 96, these provisions must be interpreted in the light of their context. Article 2.1 of the Statute of the Tribunal lays down that: “The Tribunal shall be competent to hear... applications alleging non-observance of contracts of employment of staff members of the Secretariat of the United Nations or of the terms of appointment of such staff members.” It goes on to specify that “The words ‘contracts’ and ‘terms of appointment’ include all pertinent regulations and rules in force at the time of alleged non-observance...”

II. The Tribunal notes that the Applicant requests the rescinding of a decision dated 17 February 1964 by which the Deputy Director of Personnel accorded him an indemnity of approximately three and one-half months’ salary because of the rescission, for budgetary reasons, of an offer of appointment made on 25 April 1963. The Applicant asserts that he is entitled to an indemnity based on the full salary and allowances which he would have received for the entire duration of his contract.

The Tribunal points out that the letter dated 25 April 1963, written “on behalf of the Secretary-General of the United Nations” by the Deputy Chief, Secretariat Recruitment Services, stated: “. . . I am pleased to confirm the offer to appoint you, subject to a satisfactory medical examination, to the post described in the standard letter of employment attached hereto.”

The medical examination having been satisfactory, a lengthy correspondence followed concerning the date of the Applicant’s entering upon his duties; the Secretariat Recruitment Services sent him a cable authorizing payment for his journey from Cotonou to Léopoldville and a letter of 13 August 1963 confirming this authorization and containing other information.

Thus the complex procedure preliminary to the entry into service of a technical assistance expert (project personnel) was carried practically to completion, since according to Staff Rule 204.2, “The appointment of project personnel shall take effect from the date on which they enter into official travel status to assume their duties...”. It should be noted that the Applicant had indicated, on 24 July 1963, the precise dates on which his departure could take place, having regard to the agreement which he had concluded with the Respondent concerning the time when his duties were to commence.

Consequently, although the Applicant’s appointment did not take effect within the meaning of Staff Rule 204.2, he did not receive the letter of appointment, and the expiration date of the appointment therefore was not specified, a real contract by which the Respondent undertook to employ the Applicant was concluded between the parties, and they have recognized the existence of legal obligations arising out of this contract.

III. The Tribunal is called upon to determine the legal consequences of the Respondent’s refusal to execute this contract. As this contract is related to the appointment procedure laid down by the Staff Regulations and Staff Rules, it is not open to dispute that the issue is one which must be resolved on the basis of rules of law which it is the responsibility of the Tribunal to apply.

The Tribunal decides therefore that the application is receivable.

IV. As to the substance, the Tribunal is called upon to consider the correctness of the decision concerning the indemnity proposed to the Applicant because

of the rescinding of an offer of a post as an expert due to the reduction in the funds available for United Nations civil operations in the Congo.

V. Following the withdrawal of the offer of 25 April 1963, the Applicant asked the Respondent to find another post for him, and it appears from the file that inquiries were made but that the only post which was proposed to him was very much inferior to the one which he could expect to obtain. Moreover, both parties admit that the withdrawal of the offer created a right to an indemnity in the Applicant's favour. However, they do not agree on the amount of this indemnity. In a letter of 26 September 1963, the Respondent proposed to "reimburse" the Applicant "for the expenses" which he might have incurred and declared his willingness, accordingly, to pay \$1,200 as compensation; he wrote that "this amount, calculated on your base salary, is roughly the equivalent of the salary that you would have earned over a period of two months if the appointment had taken effect". Later, in a cable of 7 November 1963, the Respondent suggested that, if the Applicant considered the offer inadequate, he should submit a detailed account of the expenses which he had incurred and the financial losses which he had suffered because of the Administration's action.

The Applicant, for his part, in a letter of 10 November 1963 to the Resident Representative of the Technical Assistance Board at Cotonou, stated: "...it is practically impossible to assess fairly the material and moral prejudice which I am going to suffer because of the decision which was taken with respect to me, and that I consider that if only financial compensation is given, it cannot be based on anything other than the *total* duration of the contract that was offered to me, at the salary, including subsistence allowance, that I would have received in the Congo".

As early as 5 December 1963, the Respondent offered such indemnity as the Applicant would have received under the Staff Regulations and Staff Rules if he had taken up his duties and if the Respondent had decided to terminate him immediately, that is, approximately three and one-half months' salary.

VI. In order to determine the bases on which the compensation due to the Applicant should be fixed, the Tribunal must consider the scope of the commitments made, the conditions in which they were not executed, and lastly the damages actually suffered by the Applicant.

VII. The Applicant's terms of employment were defined in a number of letters and cables between the Office of Personnel, the Resident Representative of the Technical Assistance Board at Cotonou, and the Applicant. The main document is the letter from the Deputy Chief, Secretariat Recruitment Services, dated 25 April 1963, to which was attached a standard letter of appointment which, except that the date of appointment was not included, was identical with the official letter of appointment which was to be signed by the Applicant and by the Organization. A circular containing information on the terms of appointment was also attached to the letter of the Deputy Chief, Secretariat Recruitment Services, which indicated: "I should be grateful if you would read the circular carefully." The Respondent stated that the Staff Rules had also been sent to the Applicant at this time, a fact which was denied by the Applicant. In any event, both parties agree that the Staff Regulations were not sent to the Applicant. Still the documents received by the Applicant indicated that the Secretary-General might terminate the appointment prior to its expiration date, in accordance with the Staff Regulations and with the Staff Rules, upon thirty days' notice. The circular stipulated that the appointment might be terminated by either party upon thirty days' notice in writing. The

standard letter of appointment referred to the Staff Rules regarding the indemnity to be paid in that case by the Secretary-General. These provisions were accepted by the Applicant who does not seem to have sought further information on these points. Furthermore, the standard letter of appointment stipulated that the appointment was for a term of one year and carried no expectancy of renewal or of conversion to any other type of appointment.

VIII. The Applicant questioned the legitimacy of the reason, arising out of budgetary considerations, which the Respondent cited for not executing the contract.

The Respondent explained that the decision temporarily to suspend all recruitment based on the fund for financing operations in the Congo, which depended on voluntary contributions, was taken by the Secretary-General on 30 August 1963 because of the state of those contributions at that date, and the documentation shows that this decision affected other persons besides the Applicant. The Applicant's allegations on that score therefore cannot be accepted by the Tribunal, which must recognize that the Respondent had a right to decide how the suspension of recruitment should be effected.

IX. The Applicant has at no time estimated precisely the loss that he actually sustained. He simply requests payment of the salary and allowances which he would have received if he had been in service for a year in the Congo.

The Tribunal notes that the Applicant continued to be employed by the same company until the end of 1964 and that he has held a post in the French technical assistance service since early 1965. He has not, therefore, been unemployed. However, the decision taken by the Respondent on 18 September 1963, a few days before the date which the parties had fixed for the Applicant to take up his post in the Congo, indisputably caused the Applicant a grave injury. He was obliged suddenly to seek a new direction to his career without having the moral and professional advantage of having served as a United Nations expert. Having requested to be kept on in a company which had already accepted his resignation, he understandably felt that his position had been weakened. Lastly, it is regrettable that when the Applicant expressed his intention of going to court, the Respondent merely informed him that the United Nations enjoyed immunity from jurisdiction without indicating an appeal procedure which might have been open to him, thus prolonging the Applicant's uncertainty as to the rights which he might derive from the commitments made to him.

X. With a view to estimating the compensation owing to the Applicant, the Tribunal makes the following findings :

(1) The Applicant's claim to the salary and allowances which he would have received if he had served in the Congo for a year, or approximately \$15,000, includes a sum of approximately \$6,500 representing subsistence allowances which, according to the circular attached to the letter of 25 April 1963, were intended to cover food, lodging and certain incidental expenses ;

(2) The Applicant's salary in the post which he held when he applied for the post in the Congo was, according to his statement, approximately \$13,500 ;

(3) The Applicant furnished no indication of the salary which he had received from his various professional activities since he was informed that the United Nations offer was rescinded ;

(4) The Applicant gave no estimate of the expenses incurred or losses sustained because of the rescission of the offer ;

(5) The Applicant knew that the employment offered by the United Nations would be of rather short duration—one year—without any assurance of extension, and that it might be terminated upon one month's notice during the existence of the contract ;

(6) The reason cited for rescinding the offer of employment made to the Applicant might have been properly invoked by the Respondent if the Applicant's appointment had taken effect ;

(7) The case could have been settled sooner if, when the Applicant expressed the intention of going to court, the Respondent had informed him of the appeals channels open to him ;

(8) The amount of the indemnity offered by the Respondent corresponded to the agreed indemnity to which the Applicant would have been entitled if his appointment had taken effect and had been terminated immediately thereafter in accordance with the Staff Regulations and the Staff Rules.

XI. Having regard to all the circumstances of the case and to the fact that the prolongation of the litigation is due mainly to the attitude taken by the Respondent, the Tribunal decides that the Respondent should pay to the Applicant, in addition to the indemnity offered by the Deputy Director of Personnel in his letter of 17 February 1964, the sum of \$1,000.

XII. The Applicant's request that the Respondent should take a favourable view of his future candidacy for a long-term mission may not be the subject of a decision of the Tribunal.

XIII. The rest of the application is rejected.

(Signatures)

Suzanne BASTID
President

CROOK
Vice-President

Francis T. P. PLIMPTON
Member

L. IGNACIO-PINTO
Alternate Member

Jean HARDY
Acting Executive Secretary

Geneva, 20 April 1967.

Judgement No. 107

(Original : English)

Case No. 106 :
Miss B

**Against : The Secretary-General
of the United Nations**

*Non-renewal of a fixed-term appointment on medical grounds.
Request for rescission of the decision not to extend the appointment.—Candidates
for employment in the United Nations must meet the medical standards established*