

The Tribunal notes that the Applicant had the option of availing himself of the services of one of the persons named in the Panel of Counsel.

Consequently, in view of its resolution of 14 December 1950 and of the circumstances of the case, the Tribunal decides to award to the Applicant a total sum of \$800 in lieu of costs.

With regard to the claim for reimbursement of a cancellation fee for a journey contracted for by the Applicant's counsel, the Tribunal notes that, in the addendum to his written observations which was dated 19 March 1975 and was received in New York on 26 March 1975, the Applicant's counsel was still pressing his request for oral proceedings and that the Respondents cannot be required to reimburse the cancellation fee in question because the counsel's request was finally satisfied by a decision of which he was informed on 24 March 1975. The claim is therefore rejected.

XIV. For these reasons, the Tribunal decides that the Respondents shall pay to the Applicant:

- (1) The sum determined in accordance with paragraph XI above, plus interest at the rate of 6 per cent per annum from 6 December 1973 to the date of payment;
- (2) The sum of \$800 in lieu of costs;
- (3) All other pleas are rejected.

(Signatures)

Suzanne BASTID
Vice-President, presiding
 Francisco A. FORTEZA
Member
 New York, 18 April 1975

Roger STEVENS
Member
 Jean HARDY
Executive Secretary

Judgement No. 197

(Original: English)

Case No. 173:
Osman

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

Request for revision of Judgement No. 180.

Request that copy of the application be transmitted to the Staff Council, to the Joint Appeals Board and to the Administrator of UNDP under article 21 of the Rules of the Tribunal.—Request rejected.

Request for the hearing of three witnesses.—Request rejected.

Alleged error made in Judgement No. 180 in calculating the length of time by which the Applicant's period of employment fell short of that required for him to become a participant in the Pension Fund.—Justification of the calculation used in Judgement No. 180.—Calculation more favourable to the Applicant used by the Secretary of the Joint Staff Pension Board.—Correction of Judgement No. 180 under article 12 in fine of the Statute of the Tribunal.

Application for revision.—Discovery by the Applicant of the fact that the Administration had not provided him with a copy of the Pension Fund Regulations which came into force on 1 January 1967.—Applicant's consequential deduction that there could be no lapse on his part in not bringing the matter

at the relevant time to the attention of the Administration.—Request that the Administration rectify its oversight by entering the Applicant as a participant in the Pension Fund.—Paragraph XXVIII of Judgement No. 180.—Need for the Tribunal to determine whether the Applicant was aware of the relevant provisions of the Pension Fund Regulations at the time when he signed his appointment.—Information provided by the representative of the Staff Committee on the way in which such documents are brought to the attention of the staff members concerned.—Statement by the Respondent that copies of the 1967 Pension Fund Regulations were sent individually by the Pension Fund to a certain category of staff members, including the Applicant.—Possibility that the latter did not receive his copy.—Provision in the letter of appointment specifically drawing the Applicant's attention to the possible relevance of the Pension Fund Regulations to his case.—Applicant's acknowledgement that he had been fully aware of the 1963 Regulations.—Existence in the 1963 Regulations of the system whereby an associate participant who receives an appointment extending the period of his employment to or beyond five years becomes a participant in the Pension Fund.—Conclusion of the Tribunal that the text of the Pension Fund Regulations at the disposal of the Applicant when he signed his letter of appointment provided a basis for him to raise relevant objections concerning the duration of the appointment.

Applicant's allegation that the transfer of the United Nations Industrial Development Organization from New York to Vienna led to administrative changes of a nature prejudicial to him.—Evidence provided by the Respondent that all the decisions concerning the Applicant's letter of appointment were taken while the competent services were still operating in New York.—Allegation rejected.

Applicant's argument that he trusted the Respondent to ensure him of a normal career and of the protection of his interests, including his participation in the Pension Fund.—Respondent's reply to questions put by the Tribunal.—Argument irrelevant to the examination of an application for revision.

Judgements Nos. 230 and 245 of the ILO Administrative Tribunal.—These judgements cannot be regarded as a fact the discovery of which might constitute a ground for revision.

Implications of the correction of Judgement No. 180 on the equity of the case.—Obligation of the Tribunal, as a judicial organ, to apply existing law.

Decision of the Tribunal that the fact invoked by the Applicant under article 12 of its Statute is not a fact of such a nature as to be a decisive factor for a revision of Judgement No. 180.

Subject to the correction of Judgement No. 180 ordered by the Tribunal, the application is rejected.

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Mr. R. Venkataraman, President; Madame Paul Bastid, Vice-President; Mr. Francisco A. Forteza;

Whereas, by a letter dated 25 September 1974, the Applicant filed with the Tribunal an application requesting, under article 12 of the Statute, revision of Judgement No. 180 rendered in his case on 19 October 1973;

Whereas the pleas of the application read as follows:

“The Applicant respectfully requests:

“1. revision by the United Nations Administrative Tribunal, under article 12 of its Statute, of its Judgement No. 180, delivered on 19 October 1973, in case No. 173: Osman.

“2. that oral proceedings be held so that the Applicant may present his case in person, supply any additional information for which the need may arise while the Tribunal is reviewing his case and explain any ambiguities, it being understood that he is prepared to bear his travel and subsistence costs.

“3. that copy of the Application be transmitted to the Staff Council, to the Joint Appeals Board and to the Administrator of the UNDP [United Nations Development Programme] under Article 21 of the Rules of the Tribunal.

“4. that the Tribunal confirm their finding when considering case No. 173, that there was an oversight on the part of the Respondent in not providing the

Applicant with a type of contract which would have placed him, in respect of pension benefits, on a par with other staff members of comparable length of service.

"5. that the Tribunal rule that since the Administration did not provide the Applicant with copy of the United Nations Joint Staff Pension Fund Regulations which were in force from 1 January 1967 to 31 December 1969 and since their issue was only brought to his notice accidentally when he received Mr. Pichler [Chief of the Technical Programme Financial Management Section of the Administrative Division of UNIDO] 's letter dated 28 May 1971, there can be no lapse or oversight on his part in not bringing the matter at the relevant time to the attention of the Administration.

"6. that the Tribunal order that the Administration rectifies its oversight and restores to the Applicant his rights retroactively by entering him as a full participant in the Pension Fund as of 10 September 1967, that his previous pensionable service be validated and that he be given the pension due to him from termination of his United Nations employment on 18 May 1974.

"7. that the Tribunal fix the amount of compensation to be paid to the Applicant should the Secretary-General decide that the Applicant be compensated without further action being taken in his case at US \$54,500 (fifty four thousand and five hundred US dollars).";

Whereas the Respondent filed his answer on 25 November 1974;

Whereas the Applicant filed written observations on 30 December 1974;

Whereas, on 22 February 1975, the Applicant requested that the Director of the Bureau of Operations of UNDP (or his representative), the Secretary of the United Nations Joint Staff Pension Board and Mr. A. Mohanny, Recruitment Officer, Project Personnel Recruitment Section, Personnel Services of the United Nations, be heard as witnesses;

Whereas, on 26 February 1975, the application was transmitted to the United Nations Joint Staff Pension Board in accordance with article 21 of the Rules of the Tribunal;

Whereas, on 24 March 1975, the Chairman of the Staff Committee of the United Nations requested that a representative of the Staff Committee be heard under article 23, paragraph 2 of the Rules;

Whereas the Tribunal heard the parties and a representative of the Staff Committee at a public session held on 2 April 1975;

Whereas, on 7 and 10 April 1975, the Secretary of the Joint Staff Pension Board provided information requested by the Tribunal;

Whereas, in a memorandum dated 8 April 1975, the Respondent answered questions put to him by the Tribunal;

Whereas the Applicant submitted additional statements on 8, 10, 11, 15 and 16 April 1975;

Whereas the Respondent submitted additional statements on 9 and 15 April 1975;

Whereas the facts in the case, subsequent to Judgement No. 180, are as follows:

By a letter dated 22 August 1974 the Applicant, who had left the service of UNIDO on 18 May 1974, requested the Acting Project Manager to ask his secretary to search through the files in which the Project Personnel Circulars, including Pension Fund Regulations, received by the Applicant while he was in charge of the Project had been kept, and prepare a list of all circulars and Pension Fund Regulations received from 1 January 1967 to 31 December 1971, showing date of receipt. In a reply dated 5 September 1974 the Acting Project Manager provided the information requested, from which it appeared *inter alia* that no copy of the Pension Fund Regulations

effective 1 January 1967 had been received at the Industrial Studies and Development Centre.

Whereas the Applicant's principal contentions are:

1. The new fact discovered by the Applicant upon receipt of the Acting Project Manager's letter dated 5 September 1974 could not have been known to the Applicant before and is of such a nature as to be a decisive factor in the merits of the Applicant's case. Since the Applicant was not given copy of the Pension Fund Regulations effective 1 January 1967 or even informed of their issue until 1971, there can be no question of his knowing, at the time he received letter of appointment No. 14-a in October 1967 or No. 14-b in May 1968, anything regarding a type of contract which would have permitted, under the Pension Fund Regulations effective 1 January 1967 but unknown to him, the right of transfer from associate participation to full participation in the Pension Fund before reaching age 60. Accordingly there can be no lapse or oversight on his part in accepting letters of appointment Nos. 14-a and 14-b and no question of his raising any issue regarding his entitlement to full participation until the matter was brought to his attention in 1971, from which time he has followed it up incessantly.

2. There was no delay, error or negligence on the part of the Applicant. Rather, it is the Administration that was grossly at fault in not providing the Applicant with copy of the 1967 Pension Fund Regulations when issued and in not even bringing to his notice that these Regulations had been issued till they sent him their letter of 28 May 1971. If the Administration had not failed to give the Applicant copy of the revised Regulations, he would have brought the matter to the attention of the Administration and they would have changed the duration of the appointment accordingly. In fact, the Administration clearly admitted that there was an oversight on its part in not giving the Applicant the right type of contract.

Whereas the Respondent's principal contentions are:

1. The new facts alleged to have been discovered by the Applicant after Judgement No. 180 was given on 19 October 1973 were known to him prior thereto. The Applicant clearly admits that he first learned of the facts of the issuance of the 1967 Pension Fund Regulations and of the omission by the Administration to provide him with a copy thereof on the date he received the letter of 28 May 1971 from the Chief of the Technical Programme Financial Management Section.

2. Even if the new facts were, as alleged, discovered by the Applicant on 8 September 1974, he would be barred from securing a revision of Judgement No. 180 on the ground that the delay in discovering the new facts until said date was due to his negligence. Specific provisions in the Applicant's letters of appointment and in Staff Regulation 6.1 gave rise to a duty on the part of the Applicant to give attention in a prudent manner and within a reasonable time to the Regulations and Rules of the Pension Fund. The Applicant was negligent in failing to make inquiry as to the applicability of the Pension Fund Regulations to him within a reasonable time after he signed letter of appointment No. 14-a.

3. The new facts alleged by the Applicant have no relevance to the grounds on which the Tribunal rejected his claim in Judgement No. 180. Therefore, the new facts are not "a decisive factor" within the meaning of article 12 of the Statute of the Tribunal.

The Tribunal, having deliberated from 2 to 22 April 1975, now pronounces the following judgement:

I. In the third plea of his application, the Applicant requests that a copy of the application be transmitted to the Staff Council, to the Joint Appeals Board and to the Administrator of UNDP under article 21 of the Rules, which reads:

"When it appears that a person may have an interest to intervene in a case

under articles 19 or 20, the President or the Tribunal when in session, may instruct the Executive Secretary to transmit to such person a copy of the application submitted in the case.”

Since the Staff Council and the Joint Appeals Board do not fall under the provisions of article 19, paragraph 1 or of article 20 of the Rules and since it does not appear that the Administrator of UNDP may have an interest to intervene in the case, the plea is rejected.

II. The Applicant's request dated 22 February 1975 for the hearing of three witnesses was considered by the Tribunal at a meeting held in the presence of the parties prior to the oral proceedings. As the proposed testimonies were deemed by the Tribunal to be either superfluous or irrelevant to a revision of Judgement No. 180 under article 12 of the Statute, the request was rejected.

III. Before proceeding to consider the application for revision submitted by the Applicant, the Tribunal must take a decision concerning an alleged error made in Judgement No. 180 in calculating the length of time by which the Applicant's period of employment as extended by appointment No. 14-a fell short of that required for him to become a participant in the Pension Fund. According to paragraph XII of the Judgement it fell short by three months and one week. According to the Applicant, this figure should be revised and replaced by that of one month and one week, taking into account his two months of employment from 5 February to 4 April 1964 prior to his continuous service. In support of his contention, the Applicant invokes the opinion given by the Secretary of the Joint Staff Pension Board in his memorandum dated 17 September 1971.

The calculation used in Judgement No. 180 is based on the Pension Fund Regulations effective on 1 January 1967, which refer to a “continuous period of . . . employment” (article II, paragraph 2 (b)). The 1963 Regulations, however, did not contain the requirement that the employment be “continuous”.

Although on a strict interpretation of the 1967 Pension Fund Regulations the Applicant's period of employment from 5 February to 4 April 1964 could not be taken into account, the Tribunal acknowledges that the Secretary of the Joint Staff Pension Board had recognized in his memorandum dated 17 September 1971 the Applicant's right to inclusion of the said period of employment in his total period of service. The Tribunal therefore decides under article 12 *in fine* of its Statute that Judgement No. 180 should be corrected accordingly. The Tribunal orders that the phrase in paragraph XII of that judgement reading “a period shorter by three months and one week than was required for the Applicant to become a participant in the Pension Fund” be corrected to read “a period shorter by one month and one week than was required for the Applicant to become a participant in the Pension Fund” and that the phrase in paragraph XXVII reading “fell short by a few months . . .” be corrected to read “fell short by a few weeks . . .”.

IV. In applying for revision of Judgement No. 180 under article 12 of the Statute of the Tribunal, the Applicant contends that on receipt of the Acting Project Manager's letter dated 5 September 1974, he discovered that the Administration had not provided him with a copy of the Pension Fund Regulations which were in force from 1 January 1967 to 31 December 1969 and that, since their issue was accidentally brought to his notice only in 1971, “there can be no lapse or oversight on his part in not bringing the matter at the relevant time to the attention of the Administration”. He requests that the Tribunal “confirm their finding . . . that there was an oversight on the part of the Respondent in not providing the Applicant with a type of contract which would have placed him, in respect of pension benefits, on a par with other staff members of comparable length of service” and “order that the Administration rectify its oversight and restore to the Applicant his rights retroactively by entering him as a full participant

in the Pension Fund as of 10 September 1967, that his previous pensionable service be validated and that he be given the pension due to him from termination of his United Nations employment on 18 May 1974."

Thus, according to the Applicant, the new fact discovered by him relates to the following views expressed by the Tribunal in paragraph XXVIII of its judgement:

"If there was any oversight on the part of the Respondent in not providing the Applicant with a type of contract which would have placed him, in respect of pension benefits, on a par with other staff members of comparable length of service, there was equally a lapse on the part of the Applicant in not bringing the matter at the relevant time to the attention of the Administration."

V. In Judgement No. 180 the Tribunal stated the question of the duration of appointment No. 14-a in the following terms:

"The Tribunal must therefore consider whether, by fixing 9 March 1969 as the date of expiration of appointment No. 14-a, the Respondent has acted improperly."

After considering the relationship between the duration of the Applicant's appointment and the envisaged duration of the project of which the Applicant was the Manager, the Tribunal concluded:

"In this case the Applicant has failed to prove entitlement to an appointment beyond the termination date mentioned in the plan of operation in force during 1967."

VI. In the last part of the judgement the Tribunal, after observing in paragraph XXVII:

"It could be argued that in equity the Applicant should have been enabled to earn the benefits of participation in the Pension Fund", expressed in paragraph XXVIII the views, quoted above, to which the Applicant refers in his application for revision,

VII. The terms used by the Tribunal in Judgement No. 180 show clearly that its reasoning is based on the belief that the text of the Pension Fund Regulations in force on the date when appointment No. 14-a was issued was known to the Applicant. The Applicant, however, requests revision of the judgement on the ground that the Respondent had failed to bring that text to his knowledge and he considers that for that reason there could be no "lapse" on his part "in not bringing the matter at the relevant time to the attention of the Administration". In his view, therefore, the Respondent alone is responsible for the fact that the duration of the Applicant's appointment was not so fixed as to enable him to obtain the benefits deriving from participation in the Pension Fund.

VIII. The Tribunal must therefore consider whether Judgement No. 180 should be revised under article 12 of its Statute on the basis of the Applicant's contention and for that purpose seek to determine whether the Applicant was aware of the relevant provisions of the Pension Fund Regulations at the time when appointment No. 14-a was signed by him.

The Tribunal considered carefully the letter of 5 September 1974 addressed to the Applicant by his successor in the post of Project Manager and the memorandum prepared by the secretary to the Project Manager from the Project Personnel Circular files. It appears from these documents that the office of the Project Manager received United Nations Secretariat Project Personnel Circulars Nos. 5, 7, 8 and 9. Of these, No. 8 of 7 January 1966 concerned amendments to Staff Regulations, Staff Rules and provisions affecting the Pension Fund. But the dispatch of these circulars ended after 24 May 1966. When the UNIDO secretariat in Vienna began issuing Project Personnel circulars it started with No. 14 dated 29 January 1969, indicating that the series

beginning on that date continued series 1 to 13 issued in New York. It does not appear, however, that all UNIDO circulars reached the Project Manager's office in 1969 or 1970. On 15 May 1971 the Applicant personally raised the matter with the Chief of the Technical Programme Financial Management Section, mentioning the gaps he had found and the fact that he had not received the 1970 Pension Fund Regulations transmitted under Project Personnel Circular No. 18. A complete collection was sent to him, together with the Pension Fund Regulations of 1 January 1971, the text in force on 1 January 1970 requested by the Applicant having been replaced in the meantime. The memorandum of the secretary adds: "This was the first copy of Pension Fund Regulations provided to Dr. Osman. Neither OSFO [Office of Special Fund Operations] nor UNIDO provided Dr. Osman with copy of any previous issues of the Pension Fund Regulations."

IX. In this matter, the Tribunal received useful information from the representative of the Staff Committee who was granted a hearing by the Tribunal in accordance with article 23, paragraph 2, of its rules. He pointed out that amendments to Staff Rules and Regulations and to Pension Fund Regulations are brought to the attention of staff members in the same way as other types of issuances such as administrative instructions, information circulars and general distribution memoranda, and that such issuances are numerous. He also described the procedures by which these documents are distributed to the staff members concerned, especially those in the field. He stressed in particular that "any presumption that a staff member has received a particular issuance, or is even aware of its existence, is devoid of any factual basis and is simply unrealistic".

X. In the present case the Respondent has stated that copies of the 1967 Pension Fund Regulations were sent individually by the Pension Fund to a certain category of staff members including the Applicant.

At the request of the Tribunal, the Secretary of the Joint Staff Pension Board produced a copy of a letter sent by him on 29 March 1967 to "Mr. Abdelsalam Osman, ECA, Riyadh, Saudi Arabia"; the text of the 1967 Pension Fund Regulations was attached to that letter. Since the Applicant was no longer associated with the Economic Commission for Africa (ECA), it cannot be assumed that he duly received the text of the 1967 Pension Fund Regulations, even if the letter of transmittal was sent by pouch to the Resident Representative of UNDP in Saudi Arabia.

XI. The Tribunal notes, however, that regardless of any short-comings in the system of transmitting amendments to the regulations and rules to staff members serving in the field, the Applicant's attention was specifically drawn to the possible relevance of the Pension Fund Regulations to his case. The various letters of appointment signed by the Applicant contained the following provisions:

"Your particular attention is drawn to Staff Regulation 3.3 relating to the Staff Assessment Plan and to the Regulations and Rules relating to the United Nations Joint Staff Pension Fund."

This provision appears, in particular, in letter of appointment No. 14-a, issued on 5 October 1967, which was sent to Cairo where the Applicant had stopped on his way to London where he was to undergo medical treatment. While the Applicant no doubt had other matters on his mind when he signed the letter of appointment on 10 October 1967, that provision, clearly in evidence on the very page where the Applicant appended his signature, was of particular interest to a person who was to reach the normal retirement age of 60 less than a month later. Such a provision should have caught the Applicant's attention and provoked some action on his part. Nor was it too late at that stage in the negotiation of the contract for the Applicant to pursue the matter since only a few days earlier he had had an exchange of correspondence with the Respondent regarding the grant of a two-month appointment to be followed by a 16-month appoint-

ment pending the receipt of a medical certificate and the matter had been settled speedily and without difficulty.

XII. Furthermore, the Applicant has acknowledged that he had "been fully aware of the provisions of the Regulations and the Administrative Rules of the United Nations Joint Staff Pension Fund which came into effect on 1 January 1963 and of which he was given copy when he joined United Nations service in 1964."

The Tribunal notes that articles II and III read together of the 1963 Pension Fund Regulations already contained the system whereby an associate participant who receives an appointment extending the period of his employment to or beyond five years becomes a participant in the Fund and that the text adopted in 1967, while referring specifically to associate participants in the Fund on 31 December 1966, did not create a different system in that regard.

The Tribunal concludes that the text of the Pension Fund Regulations at the disposal of the Applicant when he signed letter of appointment No. 14-a provided a basis for him to raise relevant objections concerning the duration of the appointment and that the explicit reference to the Pension Fund Regulations in the letter of appointment should have prompted him to consult the text of the Pension Fund Regulations at his disposal or at least to make inquiries on the matter.

XIII. The Applicant has alleged that the transfer of UNIDO from New York to Vienna had led to administrative changes of a nature prejudicial to him. Without taking a decision as to whether that allegation is relevant to the consideration of an application for revision under article 12 of the Statute, the Tribunal notes that the Respondent established in his memorandum dated 8 April 1975 that all the decisions concerning letter of appointment No. 14-a were taken while the competent services were still operating in New York. The subsequent transfer of UNIDO to Vienna could therefore have had no adverse effect on the Applicant's appointment.

XIV. In the course of the oral proceedings, the Applicant described the circumstances in which he had agreed to join the Special Fund and the successive appointments given to him, ensuring him of continuous employment. He urged that he had trusted the Respondent to ensure him of a normal career and of the protection of his interests, including his participation in the Pension Fund in accordance with its Regulations. This led the Tribunal to ascertain whether the various services involved in the preparation of letter of appointment No. 14-a were aware of the Applicant's situation with regard to the Pension Fund and whether they took that situation into consideration before deciding on the duration of the appointment.

The Tribunal accordingly put the following questions to the Respondent:

"When preparing a letter of appointment to be issued to a technical assistance expert, does TARS [Technical Assistance Recruitment Service] routinely take into consideration, in determining the duration of the appointment, the effects of such duration of the pension rights of the expert? If so, was it done in the case of the Applicant's appointment covering the period from 10 September 1967 to 9 March 1969?"

In his reply dated 8 April 1975 the Respondent stated *inter alia*:

"More generally, it has never been the policy of the Organization to allow the effect of an extension of an appointment on a staff member's pension benefit to determine the duration of such extension. The Organization has always considered that the effect upon a staff member's pension benefits should be a consequence of the decision on how long to extend his contract in the light of the duties for the performance of which his services are required. Therefore, when preparing a letter of appointment to be issued to a technical assistance expert, TARS does not take

into consideration, in determining the duration of the appointment, the effects of such duration on the pension rights of the expert.

“In view of the considerations set forth above, TARS did not take into consideration, in determining that Mr. Osman’s appointment should be extended from 10 September 1967 to 9 March 1969, the effect of such extension upon his pension benefits.”

Without ruling on the merits of those considerations, the Tribunal finds that they have no relevance to the examination of an application for revision under article 12 of the Statute.

XV. The Tribunal also drew to the attention of the parties two recent judgements of the Administrative Tribunal of the International Labour Organisation concerning staff members of the Food and Agriculture Organization of the United Nations and of the International Atomic Energy Agency (Judgements Nos. 230 of 6 May 1974, *Stracey*, and 245 of 21 October 1974, *Meyer*). In those judgements, that Tribunal considered that in determining the duration of a contract the Organization could not disregard the right of the staff member concerned to a pension and that, by not granting him an appointment of appropriate duration, the Organization had failed “to take an essential fact into consideration”.

Since the two judgements mentioned above cannot be regarded as a fact the discovery of which might constitute a ground for revision under article 12 of the Statute, the Tribunal does not proceed to deal with the differences between those cases and the present one.

XVI. Notwithstanding the correction ordered in paragraph III above and its implications on the equity of the case, the Tribunal, as a judicial organ, is bound to apply existing law, including the provisions of its Statute. The Tribunal does not have the power to decide a case *ex aequo et bono*.

Having found that the Applicant’s various letters of appointment and particularly his letter of appointment No. 14-a specifically put him on notice of the Pension Fund Regulations, that the 1963 Pension Fund Regulations, of which he was “fully aware”, did provide for an associate participant with an appointment extending to or beyond five years to become a participant in the Pension Fund, that the 1967 Pension Fund Regulations did not establish a different system in this regard, and that the Applicant did not claim an extension of the appointment offered to him, the Tribunal rules that the fact invoked by the Applicant under article 12 of its Statute, namely that he “discovered that the Administration had not provided him with copy of the Pension Fund Regulations effective 1 January 1967”, is not a fact of such a nature as to be a decisive factor for a revision of Judgement No. 180.

XVII. Subject to the correction ordered in paragraph III above, the application is rejected.

(Signatures)

R. VENKATARAMAN
President

Suzanne BASTID
Vice-President

New York, 22 April 1975

Francisco A. FORTEZA
Member

Jean HARDY
Executive Secretary