



1. The Applicant's (USSIAN Translation) 'P3,' (USSIAN -language Unit's Conception and Documentation) is a document of the Commission on Asylum and the Panel's contests "is non-assertion" based on the non-admission of a second host under Joint 2#enng \*3J24, 12+ - AN+UN2G+25120+(+Gene/a \*-,' and the assertion of a candidate 5't'out an6 &om#etition under said J2.

2. As remedies' the requests to be a coded 3'the UN obligations of good faith and due process in the US and the &onside)ation4 of "is &ase' as 5eSS as an6 )eSe &ustoma)6 in su&" instances at the dis)etion of the Tribunal.

3. In 14 .e#tem1e) 2012' a /a&an&6 o) a host of (USSIAN (e/se) \*P4,' (USSIAN Translation) .etion \*3(T.4,' D%/sion of Conception & management \*3DC 84,' United Nations 2 %e at Gene/a \*3UN2G4,' 5as ad/e)tised under J2 12+ - AN+UN2G+25120+(+Gene/a \*-,' \*J2 25120,. The deadline of a#s&atons 5as 20 No/em1e) 2012. The Joint 2#enng \*3J24, )ead' inter alia9

This post is so&ated in the : (T.; in the :DC 8 ;

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the (e/se) 5SS 1e )es#ons%1se o) the oSSo5ng duties9 < \*em#"as added,

4. The (es#ondent &sa)ms t"at sin&e its in%ta\$ )nt)odu&tion in the =ns#)a s6stem' the &o)es#ondng J2 &on&ened t5o %dent&a\$ #osts9 one to 1e&ome /a&ant on 1 De&em1e) 2012' and the other) on 1 August 2013. The J2 did not %nd&ate t"at t &on&ened t5o #osts.

5. The Applicant a#s&ed on 24 .e#tem1e) 2012. 2ut o 40 a#s&ants' %/e 5e)e s&)eened as e\$g%1se9 t5o )om the )oste) o #)e+se&eted &and&ates o )im%sa) #ost%ons >%e.' the Applicant and one other) &and&ate >and t")ee

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Judgment No. UNDT/2016/013



1A.

1. Using one J2 to &o/e)t\$6 se\$e&t &and%dates o) t5o o) mo)e #osts %nstead o &ondu&t%ng se#a)ate t)ans#a)ent se\$e&t%on #)o&esses #)e/ents &and%dates )om a##\$6%ng and \$%m%ts t"e se\$e&t%on o &and%dates' %n 1)ea&" o t"e #)%n&%#ses o a)t. 101.3 o t"e C"a)te) and sta )egu\$ation 4.2. A\$so' se/e)a\$ Gene)a\$ Assem1\$6 )eso\$ut%ons )e7u%e t"e announ&ement o 3a\$\$ eG%st%ng /a&an&%es4' su&" as A/( 0 ./33/143 and A/( 0 ./51/226)

&. =n &ont)ad%t%on to t"e mo1%%t6 )e7u%ement #)o&\$a%med 16 t"e Gene)a\$ Assem1\$6 \*A/( 0 ./53/221, ' a\$\$ P+3 and P+4 #)omotions o) ( us\$%an t)ans\$ato)s 5e)e' o/e) t"e \$ast 25 6ea)s' done st)%&t\$6 5%t"%n t"e same se)/%&es/un%ts at a\$\$ dut6 stations 5"e) ( us\$%an t)ans\$ation and \$anguage se)/%&es/un%ts eG%st \*%.e.' %n Gene/a' Na%)o1% Ne5 Jo)C' BangCoC and V%enna,D

d. T"e A##\$%&ant "as o/e) 30 6ea)s o #)o ess%ona\$ eG#e)%en&e as a ( us\$%an t)ans\$ato) \*24 6ea)s 5%t"%n t"e UN s6stem, 5%t" an eG&e\$sent

a\$\$ P+3 ( us\$an t)ans\$ato) #osts 5 e)e %\$\$ed 5 %t"out a &om#et%t%/e se\$e&t%on  
#)o&essD

I. The 5 as a separate e/a\$uation #)o&ess o) t"e se&ond \*non+ad/e)t%sed, #ost' %n 5 "%&" t"e A##\$%&ant 5 as not a\$\$o5ed to #a)t%&#ate. T"e A##\$%&ant 5 as %nte)/%e5ed 16 t"e C"%e ' (T.' UN2G' a\$one on 1! De&em1e) 2012D \$ate)' on 1 @e1)ua)6 2013' t5o ot"e) &and%dates > %e.' t"e se\$e&ted &and%date' 5 "o 5 as #e/%ous\$6 1ased %n Gene/a and 5 as not )oste)ed' and a Ne5 Jo)C+1ased P+4 (uss%an )e/%se) > 5e)e %nte)/%e5ed 16



m. The Applicant has not informed about the composition of the Panel "and" the Board not dispute its composition. The Panel that conducted the interview of 1 @e1)ua)6 2013 did not include an representative of the company of the language service to ensure objectivity.

n. The evaluation of the Applicant has not included the relevant to the language and the Panel

o. (including a "as undergone" ongoing evaluations' found suitable and posted so many times de eats the #u)#ose of the posted a. No objectivity manage should be use such a date. The "ing 8 ange) demonstrated #)eIud&e and 1%as to 5 ads the Applicant)

#. The Applicant's constant and repeated suspension in the posted since 200! &)eated a Segtimate evaluation of being #)omoted to a P+4 post 5t" in a reasonable times#an. 2t"e) &and dates included the 5e) #)omoted 5t" in 5 o 6eas).

26. The (es#ondentFs #)n&#a\$ &ontent%ons a)e9

a. The Applicant's #)e/a1se ratione materiae. The issue of the contents of the J2 and the alleged non-ad/e)tsement of the second post do not constitute an administrative decision of the #u)#oses of a#ea\$. The alleged non-ad/e)tsement of a post did not affect the Applicant's "g"tsD

1. The Applicant's #)e/a1se ratione temporis. The Applicant has une7u%/o&a\$\$6 informed that the selection process was &posed and that "e "ad not been selected 16 the automatic generated email of 23 8 a6 2013. Jet' "e on\$6 #e7uested management evaluation on 2A 8 a)&" 2014' that 's' more than ten months late) and 5e\$\$ beyond the #)es&)%1ed 60+da6 time \$)m%t. =t %s %))e\$e/ant % "e 1e\$e/ed that the not %&at%on #e\$ated to the #e&u)tment in Janua)6 2013. ?'s &ommun&at%ons 5t" the C"ie ' (T.' UN2G' and the .en%o) ?uman (esou)&es 2 %&e)' ? ( 8 .' UN2G' did not reset the not %&at%on date of the &a\$u\$at%on of dead\$nesD



establishment and terms of the... As so the... at the... to the...  
... T/A=2010/3... un... d...)

"... The... and... as not demonstrated... and...  
... a...)

Applicant's motion for an additional hearing

27. On 27 December 2015 the Applicant... an additional... hearing...  
... as... witnesses... the... assessment... of... the...  
... host.

28. It should be... that... of... the... u...



under the above and J2 and 'Sog' assumed that as this one and on host that had been used. It must be stressed that the wording of the notations did not in any manner affect the number of hosts included under the J2. In the context of the advertisement used the singular 'its' wording would be understood as referring to more than one host.

37. The respondent has stated that the website was at the time of its registration as of the moment of the respondent's actions in violation of the provisions of the law on the Internet. In the respondent's view, the respondent's actions are not in violation of the provisions of the law on the Internet. The respondent has stated that the website was at the time of its registration as of the moment of the respondent's actions in violation of the provisions of the law on the Internet. In the respondent's view, the respondent's actions are not in violation of the provisions of the law on the Internet.

38. The respondent did submit this request to management of the domain on 28 August 2014, i.e. within 60 days of the above date. The respondent has stated that the website was at the time of its registration as of the moment of the respondent's actions in violation of the provisions of the law on the Internet. In the respondent's view, the respondent's actions are not in violation of the provisions of the law on the Internet.



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a) 10.5, on its date, the Tribunal's findings on a contested administrative decision regarding the amount of compensation that the respondent must pay as an attorney's fee.

41. There is no set formula for the Tribunal to determine the amount of compensation but it must be assessed based on the circumstances of each case. See Sprauten 2012+UNAT+21A. Considering that the Tribunal assessed the Applicant's claims on the second position to be valid. See e.g. Friedermayr 2015+UNAT+603. Given that a finding of one of the alleged irregularities of the first position and deeming another not suitable for the second position at the same time would be contradictory as the second position is recommended. In the circumstances, it is reasonable to assume that the Applicant had a claim of an award of compensation.

4A. In these grounds, the Tribunal sets at USD 1'000 the amount of attorney's fee compensation in lieu of compensation. This amount takes into account the Applicant's claim of an award of compensation as well as the difference of net base salary between the one



51. As stated in para. 46 above, the composition of the Arbitral Tribunal and the present case is indeed fundamental and given and necessary to be taken into account. See e.g. *Hao & Huang v. UNDT/2014/036*, *Arrimond v. UNDT/2014/062*. Consequently, the Tribunal does not require the respondent to prove damage to be able to award compensation on that account.

52. The Statute, Article 10.5, of the Tribunal's Statute as amended at the Asariotis (Uganda) Tribunal to state that "a member to be compensated must be substituted in the amendment does not apply to the instant case" (Article 16 of the Geneva Convention) created under the Arbitral Tribunal's ruling in the *Robineau v. UNAT/2014/3A6*, *ogueira v. UNAT/2014/40A*, *Matthes v. UNAT/2014/444*. Indeed, the arbitration under Article 5.5 as amended on 1 July 2014, whereas the amendment in question was adopted on 1 December 2014, 16 Geneva Assembly Resolution 6A/203 and did not enter into force until its adoption on 21 January 2015. *Ademagic et al. v. UNDT/2015/115*, *Sutherland et al. v. UNDT/2015/116*, *Weatherstone v. UNDT/2015/117*.

53. In view of the ongoing Tribunal's DOC-D0.9

a. The contested decision to the second position under J2.12-AN-UN2G+25120+ (Geneva Convention, 1966) is ended

1. The Tribunal (respondent) to the arbitration instead of the respondent's decision, the Arbitral Tribunal's award is the sum of U.S.D. 1'000 as an attachment

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