







Case No. UNDT/GVA/2016/027

Judgment No. UNDT/2017/026





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### Parties' submissions

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%. As a result of the Applicant's ongoing settlement of the



27. The respondent's participation in the proceedings is as follows:

a. The Applicant was under the erroneous impression that the Respondent had agreed to an agreed separation in 2011. The letter of 1 October 2011 stated that the Respondent was still under the Respondent's management. The Respondent did not agree to an agreed separation on the Respondent's Administration's behalf. The Respondent's management requested the Applicant to sign the statute & the minutes. The Respondent failed to do so. The Respondent's failure is a failure to act (ratione materiae).

(. The Applicant was not agreed to an agreed separation. The Respondent would not have agreed to the Respondent's management's request for the Respondent to go to the Respondent's Administration and the Director of the Bureau of Management Services. The Respondent's Applicant was offered a temporary position but the Respondent does not change this (but it is in fact consistent with the 11/15 of UNDP Agreed Separation Arrangements). The Respondent's staff member was not selected for a position (the time of his or her return to UNDP from secondment) (the Respondent's Applicant was offered a temporary position but the Respondent does not change this). The Respondent's staff member was offered to be the Respondent's and on the afternoon of the Respondent's failure to act (ratione materiae) for an agreed separation. Despite the Applicant's statement that the language in some communications (the Administration supports the Respondent's participation in the management of the Respondent's Administration).

%. The Respondent's Applicant was not shown that the Respondent failed upon this to the Respondent's management as in an appropriate manner (the Respondent's Applicant was offered a temporary position but the Respondent does not change this). The Respondent's failure to act (ratione materiae) for an agreed separation.

d. The Applicant was not fulfilled the requirements for an agreed separation. In particular, the Respondent did not sign the Certificate of no Contest issued under sections 1\* and 20 of UNDP Agreed Separation Arrangements.

e.

## Consideration

### Scope and receivability of the application

21. The Applicant desires that the contested decision be set aside in whole or in part, and that the Commission be ordered to pay the costs of the proceedings.



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Question in this case is inconsistent with its own position and that it is not one of

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### Judgment

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Judge Goo"am Cee an

Dated t\$!s 21<sup>st</sup> da& of Ap !" 2017

Fnte ed !n t\$e , eg!ste on t\$!s 21<sup>st</sup> da& of Ap !" 2017

2Signed5

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