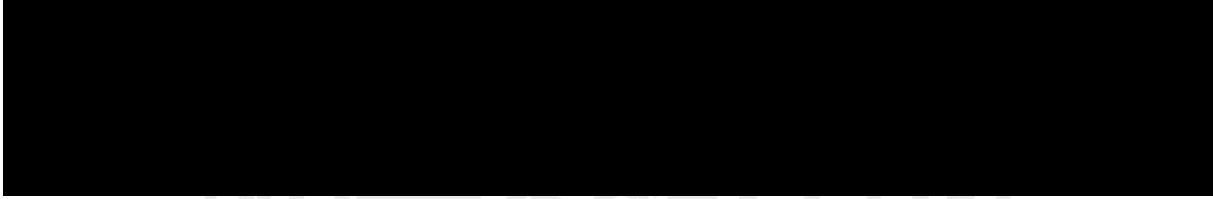


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11. With respect to the first contested decision, the Dispute Tribunal found that, under the Inter-Organization Agreement, Iskandar did not have any contractual relationship with UNAMID although he was under its administrative supervision, and that he continued to be subject to the Staff Regulations and Rules of WFP and retained his contractual rights with WFP. As UNAMID was not in a position to take a decision affecting Iskandar's contractual status, he could only contest an administrative decision affecting his terms of appointment before the appropriate appeals body established by WFP, the Administrative Tribunal of the International Labour Organization (ILOAT). For these reasons, the Dispute Tribunal found that it did not have jurisdiction to review the decision taken by WFP.

12. With respect to the second contested decision, the Dispute Tribunal observed that Iskandar took part in the selection process for the post of Deputy Director as a WFP staff member. The Dispute Tribunal found that, under Article 3(1)(a) of the Statute of the Dispute Tribunal (UNDT Statute), Iskandar did not have standing *ratione personae* to contest UNAMID's decision not to offer him an appointment. WFP is not a separately administered United Nations programme within the meaning of Article 3(1)(a) of the UNDT Statute. Iskandar could not allege non-compliance with his contract of employment because such a contract only existed with WFP, which does not recognize the jurisdiction of the Dispute

The Dispute Tribunal's interpretation of Article 3(1) of the UNDT Statute and paragraph 11 of the Agreement effectively deprives him of the only forum of recourse for his grievance. Iskandar submits that this could not have been the intent of the General Assembly in adopting Article 3(1) of the UNDT Statute.

16. Iskander notes that the Secretary-General's response to his request for management evaluation considered the request on the merits and did not reject his request on the grounds of receivability.

17. Iskandar requests that the Appeals Tribunal reverse the Judgment and remand the case to the Dispute Tribunal for a trial on the merits.

#### **Secretary-General's Answer**

18. The Secretary-General submits that the Dispute Tribunal correctly concluded that it does not have jurisdiction *ratione personae* with respect to the decision by UNAMID not to appoint Iskandar to the post of Deputy Director. WFP is an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations (FAO), and WFP has accepted the jurisdiction of ILOAT with respect to its internationally recruited staff. As a retired WFP staff member, appointed under the FAO Staff Regulations and Rules, Iskandar did not have legal standing before the Dispute Tribunal to challenge the decision by UNAMID not to appoint him.

19. The Secretary-General contends that Iskandar's argument that the effect of the Judgment is that he is deprived of a forum in which to contest the decision of UNAMID fails to raise any error of law by the Dispute Tribunal. The Dispute Tribunal has consistently upheld the ore o





are different, but the existence of a contract of employment may be inferred from the conduct of the parties, that is, before a formal contract of employment under the internal law of the United Nations has been concluded through the issuance of a letter of appointment.