

3. On 6 June 2009, the Applicant, a UN, C-69 staff member, signed a Bank of America (C) loan agreement to C.T.T. on the basis of a document entitled International Agreement Covering the Reimbursable Loan of [the Applicant] from the United Nations Children's Fund (UNICEF) to the Provisional Technical Secretariat of

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1A. On 17 June 2014, the C/PA<U> UN,C69, referred to the
A – 4 A – 2014, stating that he requested for information on the
website and that he requested for management evaluation as moot.

20. On 24 June 2014, the A – filed the application registered under Case
No. UNDT/GVA/2014/054 (see para. 1. above). On 24 June 2014, the

Case No. UNDT/GVA/2014/011
UNDT/GVA/2014/013
UNDT/GVA/2014/054
Judgment No. UNDT/2014/143

d. The Applicant claims that UN,C69 failed to inform her with an alleged obligation to inform her in her assignment and to inform her interests as well as without identifying her. As the Applicant requested in her email of 22 November 2013 as well as her UN,C69 had informed her of her assigned work in her assignment; she did not request any other action from UN,C69 and she made no attempt to follow up on this email until several days after her termination of her assignment. The Applicant's claims on the date of her assignment that she did not request any action or information from UN,C69 when she was terminated from her assignment (CT.T) in 2013, however, in her opinion she is of the view that she constituted a breach of the Agreement;

e. There is no action or omission on the part of UN,C69 that can be construed as a breach of the Agreement. To this extent, her request for compensation is without merit;

f. Even on the other hand that UN,C69 was under an obligation to take some action upon receipt of the Applicant's email and in view of the fact that the Applicant did not attempt to hasten her termination of her assignment it cannot be argued that she suffered any harm, nevertheless, in the amount of two months net salary;

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omitted to take information into account; this is as the motive when the staff member has at no point requested his/her services assistance. In taking no action following the Applicant's email of 22 November 2013, UN/C69 did the employee not interfere with his duties as the Applicant.

3A. The Tribunal in the second and third decisions issued paras 1.1 and 1.1.1 of the Applicant's decision UN/C69 refused to allow compensation for his failure to cooperate with the assignment. In reaching this conclusion, the Tribunal found that the employee was not interfered with by UN/C69 of the Applicant's terms of appointment; the Tribunal finds that an investigation for compensation purposes is necessary without merit.

40. In addition, the respondent made no attempt to provide a statement of investigation costs under art. 10.C of the Tribunal's Statute. The Tribunal does not find the respondent to be a manifest abuse of the proceedings on the part of the Applicant, amounting to such a sanction. In the absence of the elements of good faith and due diligence of the respondent to justify the costs against the Applicant.

41. In view of the foregoing, the Tribunal awards D6C, D65'

The applicant is entitled.

Signed

Judge Thomas

Dated 2014-03-17 14:58:23 a.g