

Organisation internationale du Travail  
*Tribunal administratif*

International Labour Organization  
*Administrative Tribunal*

**E.**  
**v.**  
**UNIDO**

**139th Session**

**Judgment No. 4917**

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Ms M. E. against the United Nations Industrial Development Organization (UNIDO) on 17 August 2022, UNIDO's reply of 19 January 2023, the complainant's rejoinder of 17 February 2023, the complainant's additional comments of 17 March 2023 and UNIDO's surrejoinder of 19 June 2023;

Considering the documents produced by UNIDO, which were disclosed by order of the Tribunal following the complainant's request;

Considering Articles II, paragraph 5, and VII of the Statute of the Tribunal;

Having examined the written submissions and decided not to hold oral proceedings, for which neither party has applied;

Considering that the facts of the case may be summed up as follows:

The complainant contests the non-extension of her fixed-term appointment.

In April 2017, UNIDO established an Investment and Technology Promotion Office (ITPO) in Bonn, Germany. On 2 October 2017, the complainant joined UNIDO under a fixed-term contract as Administrative Assistant, at grade G-6, at the ITPO. At the material time, the ITPO was administered as UNIDO's project 190288. In January 2019, Mr S. was appointed as Head of the ITPO.

During a meeting on 2 June 2020, Mr S. informed the ITPO team that the contract of one ITPO staff member in the General Service category might not be extended.

On 3 June, the Office of Evaluation and Internal Oversight (EIO) received allegations of harassment and procurement fraud made by the complainant against Mr S. EIO registered the complainant's allegations of misconduct as case number C20-13. Following a preliminary evaluation, EIO found a sufficient basis to launch an investigation into the complainant's allegations of procurement fraud but not into her allegations of harassment.

On 30 June, the complainant's contract was extended until 31 December 2020. The complainant's letter of appointment specified that her appointment was "limited to service with project 190288".

On 3 August 2020, the Office of Ethics and Accountability (Ethics Office) referred to EIO a complaint of retaliation filed by the complainant against Mr S. that it found was supported by *prima facie* evidence. In her complaint, the complainant claimed that Mr S. had threatened her with the non-extension of her contract following her reports of misconduct and harassment against him. EIO registered the complainant's allegations of retaliation as case number C20-19 and initiated an investigation on 20 January 2021.

On 19 August, Mr S. wrote to the Department of Human Resources Management (HRM) that the ITPO was undertaking restructuring and that "in this new structure, [they] no longer deem[ed] the existing G-6 position necessary for the successful operation of the office, now that it ha[d] been fully staffed and the office [was] up and running". Mr S. added that "[his] predecessor [...] had decided to create the post mainly because he needed support in setting up the office, which ha[d] been achieved in the course of the past 3 ½ years". Mr S. further explained that the ITPO's new structure would include two G-4 staff members instead of the complainant's G-6 position. Mr S. concluded his email asking for HRM's guidance "on the exact procedure for ensuring the non-extension of the project funded G-6 fixed-term appointment, currently held by [the complainant]". Following HRM's guidance, on 26 August, Mr S. addressed an interoffice memorandum to the Director

of HRM, in which he formally recommended the non-extension of the complainant's fixed-term appointment.

On 27 August, Mr S. sent an email to the Chief of the Investment Promotion Division, recommending the abolition of the complainant's position. On 3 September 2020, the Chief of the Investment Promotion Division approved Mr S.'s recommendation, stating that "[Mr S.'s] justification on the rationale of having two project based G4 staff is reflecting the actual needs of ITPO Germany".

During a meeting which took place on 4 September 2020, Mr S. notified the complainant of the non-extension of her appointment beyond 31 December 2020.

By letter of 8 October 2020, the complainant filed with the Director General a request for review of the decision not to extend her contract beyond 31 December 2020, contending that she had not received "a valid reason" for the non-extension. In her letter, the complainant also expressed her "willingness to transfer to Vienna for an applicable post".

On 16 October, the Chief of the Investment Promotion Division responded to the complainant's 8 October 2020 letter. Regarding the complainant's statement that she had not received a valid reason for the non-extension of her appointment, the Chief of the Investment Promotion Division replied that he had instructed Mr S. "to make it explained once again". Regarding the complainant's request to be transferred to Vienna, Austria, the Chief of the Investment Promotion Division indicated that "[t]he scope of the project based personnel is within the scope of the coverage of the concerned project. ITPO Bonn, Germany is a project entity of UNIDO. Therefore, there is no established channel to transfer from one duty station to another duty station beyond the scope of the concerned project. The only opportunity of any change in this regard [...] is to apply for a new job as an external applicant." The Chief of the Investment Promotion Division further explained that "UNIDO [Headquarters (HQ)] announced from time to time various job vacancies either as UNIDO regular staff or HQ based project staff. For external recruitment, the vacancies are visible on the UNIDO official website, clicking the employment opportunity. A small insight to share with you, usually external recruitment at the level of

G3/G4/G5 vacancies are announced, while the opportunities for the recruitment at the level of G5/G6 are frequently for the promotion internally.”

On 3 November 2020, the complainant and Mr S. had another meeting.

On 12 November, the Chief of the Investment Promotion Division sent an interoffice memorandum to the Director of HRM, asking to issue a non-extension of the complainant’s appointment, for the following reasons: “Following review of functions of ITPO Germany’s project support staff the restructuring efforts resulted in the successful recruitment of an additional general support staff at grade G-4. In this context the project-funded G-6 position will become obsolete as tasks have been gradually assigned to the two team assistants.”

On 7 December 2020, the Director of HRM wrote to the complainant that the Director General had approved an interim extension of her fixed-term appointment until 31 January 2021, pending completion of the Organization’s evaluation of her request for review dated 8 October 2020.

On 22 January 2021, the Senior Ethics Officer recommended to the Director General that the complainant’s contract be extended until 30 April 2021, as an interim protective measure in line with paragraph 31 of the Director General’s Bulletin “Protection against retaliation for reporting misconduct or cooperating with audits or investigations”.

On 26 January, the complainant was informed that the Director General had approved an interim extension of her fixed-term appointment until the end of April 2021.

On 21 April 2021, EIO requested the complainant to provide her comments on its preliminary findings about her complaint of retaliation. EIO’s preliminary findings concluded that the complainant’s allegations of retaliation against Mr S. were not substantiated.

By email of 29 April, the Director of HRM notified the complainant that HRM had completed its assessment of her request for review dated 8 October 2020 and that “HRM ha[d] confirmed and

verified that the reason for the recommendation was based on the ongoing reorganization of the ITPO Office in Germany and was therefore valid and legitimate”. The Director of HRM concluded his email stating the following: “In view of the above and since there is no basis for further administrative extensions of your appointment with ITPO Bonn, HRM will proceed with your separation from service on close of business 30 April 2021.” On the same day, HRM advised the complainant about her entitlements and the formalities to be completed in connection with her separation from service.

On 30 April, the Senior Ethics Officer wrote to the Director of HRM that “[t]he conclusion of EIO’s investigation [was] imminent, and [the Ethics Office] had no basis to recommend further extension” of the complainant’s contract.

On 3 May 2021, the complainant submitted her comments about EIO’s preliminary findings.

On 25 June 2021, the complainant filed with the Director General a request for review of the 29 April 2021 decision not to extend her contract beyond 30 April 2021.

On 5 July 2021, EIO interviewed Mr S. as part of its investigation into the complainant’s allegations of retaliation.

On 11 August 2021, the Director of HRM rejected the complainant’s 25 June 2021 request for review.

On 6 October 2021, EIO completed its investigation into the complainant’s allegations of retaliation and submitted “IOD 21/I.05 - Closing Report” to the Director General, in which it concluded that Mr S. did not engage in retaliation.

On 7 October, the complainant lodged an appeal with the Joint Appeals Board (JAB) directed against the non-extension of her contract.

On 16 November 2021, EIO notified the complainant that it had completed the investigation into her allegations of retaliation and misconduct in a procurement process against Mr S. and that it had submitted its investigation closing reports on 6 and 10 October 2021 to the Director General. EIO concluded its email stating the following:

“We are therefore closing these cases in accordance with the Investigation Guidelines.”

On 3 March 2022, the JAB asked the Ethics Office and EIO for “a copy of the final reports” pertaining to the complainant’s allegations of retaliation and harassment. On the same day, the Director of EIO responded the following: “Please be informed that on 6 October 2021, EIO submitted to the Director General (DG) the investigation closing report (IOD 21/I.05) relating to allegations of retaliation (and harassment) of [the complainant], which [EIO] found unsubstantiated. As much as I wish to cooperate and support JAB’s review, I regret that I am not in a position to share with you a copy of the above report without the [DG]’s authorization [making reference to paragraph 39 of the Investigation Policy]. Nevertheless, I would be happy to request authorization from the DG based on JAB’s reasons - please advise specific reasons/justifications that I should cite.”

On 19 April 2022, the JAB issued its report on the complainant’s appeal. The JAB found that “the [complainant]’s comments to the [EIO] Preliminary Findings Report were indeed not taken into account” and therefore “a granting of a further interim extension of the [complainant]’s contract would have been appropriate, at least until her comments could have been added and taken into account in the EIO Preliminary Findings Report”. The JAB also found that “the [EIO] final [investigation] report and findings had not been complete at the time of the expiry of the [complainant]’s contract upon her separation from service with the Organization on 30 April 2021” and “while the rules of the Organization do not set out an obligation to retain staff in service until the report on the investigation had been finalized, submitted and approved by the Director General, a further interim extension of the [complainant]’s contract by HRM would have been fair and appropriate, to cover the period until at least the [complainant]’s comments could have been incorporated into the preliminary findings report and the final investigative report to be finalized and approved by the Director General”. The JAB further determined that “the written notice and request from HRM to complete [the complainant]’s separation formalities within one day of notice is not the normal

practice at UNIDO and that it is a highly unfair and inappropriate [Human Resources] practice”. As a result, the JAB recommended to the Director General that the complainant “be compensated equivalent to the salary that she should have received from the date of separation on 30 April 2021 until her comments on the preliminary findings report were duly taken into account, but at least for three (3) months”. Regarding the complainant’s allegations of retaliation, the JAB indicated in its report that “it could not ascertain whether there had indeed been retaliation behaviour” against the complainant and that it relied completely on the outcome of the findings from EIO and the Ethics Office.

On 20 May 2022, the Director General informed the complainant that he accepted the JAB’s advice and recommendations and that he had decided to “set aside the [...] decision dated 29 April 2021 and to award the [complainant] material and moral damages equivalent to three (3) months of salary in full and final settlement of the case”. That is the impugned decision.

The complainant asks the Tribunal to order her reinstatement in her previous position or her reappointment to a similar position, with retroactive effect from 1 May 2021, with all legal consequences, including with respect to salaries and benefits, plus interest. Alternatively, in lieu of reinstatement, she seeks compensation in the amount of two years’ salary, plus three months’ salary awarded in the impugned decision. She also claims moral damages in the sum of 50,000 euros and asks for the reimbursement of her legal costs in an amount not exceeding 10,000 euros.

UNIDO asks the Tribunal to dismiss the complaint in its entirety and submits that some aspects of the complaint are irreceivable.

## CONSIDERATIONS

1. The complaint arises from UNIDO’s decision not to renew the complainant’s fixed-term contract. The complainant impugns the Director General’s decision of 20 May 2022, which accepted the Joint Appeals Board’s (JAB) advice and the recommendations contained in

section D of its report. The impugned decision set aside the decision dated 29 April 2021, awarded the complainant material and moral damages equivalent to three months' salary in full and the final settlement of the case, and dismissed the complainant's other claims, including her request for reinstatement and renewal of her contract.

2. The complainant puts forward several pleas in support of her complaint as follows:

- (1) The impugned decision is incomplete and "lacks a logical remedy" since, in her view, setting aside the non-renewal decision should naturally lead to her reinstatement or, alternatively, reimbursement of lost salary from 1 May 2021, along with adequate moral damages.
- (2) The procedural irregularities considered by the JAB were not taken into account in the impugned decision.
- (3) UNIDO's failure to provide her and the JAB with the final investigation report into her complaint of retaliation breached her due process rights and constituted a denial of justice.
- (4) The complainant takes the substantive view that her retaliation complaint was prejudged as unsubstantiated, without due consideration of the comments, legitimate concerns and the additional information she provided on 3 May 2021, resulting in a flawed investigation.
- (5) The restructuring was fictional, and both the non-renewal of her contract and abolition of her post were retaliatory.

3. In response, UNIDO submits, in essence that (i) the impugned decision fully complied with the recommendations of the JAB, and that the complainant's alleged procedural irregularities were either absent or duly taken into account since she received appropriate compensation; (ii) the complainant held a fixed-term appointment which carried no expectation of renewal, and she was given valid reasons for non-renewal in the meetings held on 4 September and 3 November 2020; (iii) the decision to phase out her G-6 position was part of a wider restructuring effort at the Investment and Technology Promotion Office

(ITPO) in Bonn, Germany, which was appropriately formalized, introduced, approved, and communicated; and (iv) the complainant's allegations of retaliation lack substantiation. UNIDO also contends that the complainant appears to be contesting the outcome of the investigation into her complaint of retaliation and even the investigation into her other complaints about Mr S.'s conduct, which aspects are irreceivable for failure to exhaust internal means.

4. As a precursor to determining the merits of this complaint, UNIDO's submission regarding the receivability needs to be addressed. In the complainant's fourth plea, the complainant argues that the investigation into her retaliation complaint against Mr S. was flawed, asserting that her complaint was prejudged as unsubstantiated without due consideration of the comments, legitimate concerns and the additional information she provided on 3 May 2021. These arguments should be raised within the context of the challenge of the outcome of the complainant's retaliation complaint post-dating the decision not to renew her appointment and are outside the scope of the present complaint, which focuses on the non-renewal decision.

5. The determinative issue in this complaint centers on the lawfulness of the decision not to renew the complainant's contract, in particular, whether the non-renewal decision was rooted in a fictional reorganization that was, in fact, retaliatory.

6. As regards the complainant's first plea, the substance of her argument is that the Director General misinterpreted the recommendations of the JAB, asserting that reinstatement should be the natural "logical remedy" of setting aside the 29 April 2021 decision.

In its report of 19 April 2022, the JAB was of the opinion that the complainant's claims were in part justified and her contentions were partly founded and that "the administrative decision to terminate the [complainant]'s contract dated 29 April 2021, was not justified and should not be maintained". The JAB recommended that the complainant "be compensated equivalent to the salary that she should have received from the date of separation on 30 April 2021 until her

comments on the preliminary findings report [regarding her allegations of retaliation] were duly taken into account, but at least for three (3) months”.

The Tribunal observes that the complainant made five specific claims in the internal appeal, namely: (i) that the decision of the Director of the Department of Human Resources Management (HRM) to separate her be suspended pending the JAB decision; (ii) a recommendation for the annulment of the challenged decision to separate her as retaliatory, unlawful, based on unsubstantiated preliminary findings, on errors of fact and of law and tainted by procedural irregularities; (iii) an acknowledgement that the Director of HRM abused his power and bypassed the Director General’s authority; (iv) a recommendation to the Director General to reinstate her in her position or reassign her to another equivalent position and renew her contract for a standard fixed-term duration; and (v) compensation for material and moral damages stemming from the procedural irregularities, the loss of contract and of the contractual opportunities as well as the emotional distress and the professional and reputational damage; at the very least, compensation equivalent to the salary that she should have received if she was still employed, i.e. from the date of separation (30 April 2021) until the date of the Director General’s final decision on the retaliation claim or the different date of the JAB recommendation.

The Tribunal further notes that, while the JAB advised that the 29 April 2021 decision “should not be maintained”, it did not recommend remedies other than compensation. Accordingly, it cannot be inferred that the JAB intended to recommend reinstatement or reassignment. To the contrary, the JAB’s recommendation supports an interpretation that its intention was that the complainant be compensated in lieu of being reinstated, which was open to it on its analysis.

Moreover, the compensation equivalent to three months’ salary awarded to the complainant in the impugned decision aligns with the JAB’s recommendation that she “be compensated equivalent to the salary that she should have received from the date of separation on 30 April 2021 until her comments on the preliminary findings report

[regarding her allegations of retaliation] were duly taken into account, but at least for three (3) months”. The complainant separated from service on 30 April 2021 and submitted her comments on the Office of Evaluation and Internal Oversight’s (EIO) preliminary findings on 3 May 2021. EIO acknowledged receipt of the complainant’s comments on 7 May 2021, which represents less than three months. The Tribunal is therefore satisfied that the Director General did not misinterpret the JAB’s recommendations.

The complainant’s first plea is therefore unfounded.

7. As regards the complainant’s second plea, she argues that the impugned decision did not address the fact that her comments on the preliminary assessment were not taken into account, no extension of contract was issued to cover the investigation of her retaliation complaint, and she was given only one day’s notice of the non-renewal of her contract.

First, the Tribunal’s case law establishes that the executive head of an organisation when adopting the recommendations of an internal appeal body is under no obligation to give any further reasons than those given by the appeal body itself. The obligation to give reasons is affirmed only where the executive head of an organisation rejects the conclusions and recommendations of the appeal body (see Judgments 4616, consideration 9, 4307, consideration 15, and 3994, consideration 12). In the present case, the Director General accepted the JAB’s advice and recommendations, which addressed such pleas in its report. The Director General was therefore under no obligation to specifically address them in the impugned decision.

Second, as explained by UNIDO, the compensation of three months’ salary as material and moral damages awarded by the Director General in the impugned decision and which had been recommended by the JAB was intended to compensate the complainant for the short notice given regarding the non-extension of her appointment.

Third, contrary to the complainant’s contentions, she had no right to an extension of her contract until the completion of the investigation into her allegations of retaliation. Section 3 of the Director General’s

Bulletin “Protection against retaliation for reporting misconduct or cooperating with audits or investigations”, under the heading “Interim protective measures”, relevantly provided the following:

“31. Pending completion of the preliminary review of the complaint under paragraph 22 above and/or the investigation under paragraph 27 above, the Ethics Office may, in its judgment, or based on the *prima facie* evidence or findings of the preliminary review, recommend that the Director-General take, within the provisions of the Staff Rules appropriate interim measures to safeguard the interests of the parties. Such measures may include but are not limited to, temporary withholding of the implementation of the action reported as retaliatory and, with the consent of the party concerned, temporary reassignment of that party within or outside the party’s office, function or project (in the case of project personnel) for which the whistleblower is qualified, or placement of that party on special leave with full pay.”

In the present case, the Ethics Office did not recommend an extension of the complainant’s contract beyond 30 April 2021, which was within its discretionary power. The fact that the complainant did not receive a further interim extension after April 2021 did not breach any applicable rules.

The complainant’s second plea is therefore unfounded.

8. In her third plea, the complainant argues that UNIDO’s refusal to share with the JAB the final investigation report into her retaliation complaint impeded the latter’s proper evaluation of her allegations of retaliation. A related argument advanced by the complainant is that she “should have been given the opportunity to comment on documents that would be considered and relied upon by [UNIDO] in the [non-renewal] decision”. UNIDO contends that the plea of breach of due process rights has no merit because the investigation report was completed several months after the decision of 29 April 2021 and “played no role” in such decision.

9. First, the Tribunal recalls, as previously found in consideration 4, that the outcome of the complainant’s allegations of retaliation is outside the scope of the present complaint, which focuses on the decision not to extend her fixed-term appointment. Second, while it is

true that the case law of the Tribunal states that, as a general rule, a staff member must have access to all evidence on which the authority bases its decision against her or him, in the present case the non-renewal decision dated 29 April 2021 was not based on the content of the investigation report, which was completed several months later, in October 2021. The impugned decision did not rely on the content of the investigation report either. The complainant's third plea is therefore unfounded.

10. With respect to the complainant's fifth plea, the complainant advances various arguments in support of her position that the non-renewal and abolition of her post were retaliatory and based on "a fictional reorganization". First, she asserts that the restructuring and the replacement of her G-6 post were never officially introduced, approved, or communicated to staff. Second, she argues that, in violation of Staff Rule 110.02 on Abolition of Posts and Reduction of Staff, there was no substantiated need to abolish her post, and no consideration was given to another suitable post where her services could be utilized. Third, she contends that she was never informed that the scope of her job was limited to the initial office set-up. Additionally, she highlights that budget constraints were not an issue, as the additional G-4 post had already been accounted for in the budget of 17 February 2020 as a separate position. Finally, she states that for eight months, she was left without due reasons provided for the non-renewal of her contract.

11. UNIDO contends that the results of the restructuring were duly published in the annual report of the ITPO Germany and in the Director General's Bulletin DGB/2022/19, dated 7 October 2022. Further, it contends that it is the Organization's discretionary decision to expand the workforce and abolish a position to achieve administrative savings. Concerning the scope of the complainant's position, UNIDO refers to Staff Rule 103.10(c) to argue that the complainant, as a member of the project personnel, held fixed-term appointments that carried no right to extension, that extensions must be in the interests of the programme activities of the Organization, and it was in the interest of the ITPO Germany to re-evaluate the need for the complainant's

position as part of the next project phase. UNIDO also asserts that the complainant was given valid reasons for her non-extension in the meetings held on 4 September and 3 November 2020. Moreover, it adds that estimates in the project budget do not preclude revisions, and that budgets constraints have never been stated as a reason for the non-extension.

12. It is pertinent to recall the Tribunal's well-established case law concerning the non-renewal of fixed-term appointments. The case law has often reiterated that a staff member appointed on a fixed-term contract does not have a right to the renewal of the contract, when it expires (see, for example, Judgments 4587, consideration 19, 4462, consideration 18, 3586, consideration 6, and 3448, consideration 7). The non-renewal of a fixed-term contract may be lawfully justified by the abolition of the post in the context of a restructuring process, provided that the abolition of the post be based on objective and valid grounds, as the abolition of a post must not serve as a pretext for removing unwanted staff, which would constitute an abuse of authority (see Judgments 4841, consideration 4, and 3940, consideration 3). Decisions concerning the non-renewal of a fixed-term contract, the abolition of a post, and/or a restructuring process, are discretionary decisions subject to limited review by the Tribunal. A restructuring decision must be justified by real needs (see Judgment 4009, consideration 15). The Tribunal does not rule on the appropriateness of a restructuring process, unless and until it negatively affects a staff member in breach of staff rules and regulations (see Judgment 4841, consideration 4).

The Tribunal has also stated that it is often the case in a challenge to a decision to abolish a post that the aggrieved staff member, in this case the complainant, will develop arguments, often at length, as to how the restructuring might have been done differently and without the consequence of their post being abolished, but whether it could have been done differently is usually beside the point. It is sufficient for the organisation to point to legitimate reasons for the action actually taken (see Judgment 4036, consideration 15).

Moreover, the case law also requires that the reason for the non-renewal must be valid (and not an excuse to get rid of a staff member) and be notified within a reasonable time (see Judgments 4503, consideration 7, 3769, consideration 7, 3626, consideration 12, 3586, consideration 10, and 3582, consideration 9). However, the case law does not require that reasons be stated in the text that give notice of the non-extension (see Judgments 3837, consideration 10, and 1750, consideration 6). The reasons may emerge at some later time and even during the course of the appeal proceedings so long as the staff member is fittingly permitted to reply (see Judgments 3837, consideration 10, and 1817, consideration 6). Further, it is sufficient if the reasons emerge orally in a meeting or discussion (see, for example, Judgment 3837, consideration 10).

13. Based on the case law cited above, the Tribunal considers that UNIDO has fulfilled its obligation to provide the complainant with the reasons for the non-renewal of her position. Moreover, the Tribunal finds that the underlying rationale of the restructuring and abolition of the complainant's position proposed by Mr S., Head of the ITPO, were duly communicated and approved by HRM. In this context, the complainant's argument that UNIDO has a budget to retain her G-6 position is beside the point. The results of the restructuring were duly published in the annual report of the ITPO Germany and in the Director General's Bulletin DGB/2022/19, dated 7 October 2022.

The Tribunal further notes that the complainant has provided no persuasive evidence, even inferentially, of a causal link between the non-renewal decision and her allegations of harassment and misconduct against Mr S. Her complaint of retaliation was investigated, leading to the conclusion that her allegations were unsubstantiated, and the case was closed. The complainant has not produced evidence that would displace that conclusion (see Judgments 4599, consideration 13, and 2989, consideration 6).

Finally, the Tribunal observes that Staff Rule 103.10(d) cited by the complainant does not contain an obligation for the Organization to reassign staff members on fixed-term contracts whose positions have

been abolished. The Tribunal held that where the non-renewal of a fixed-term contract is justified, the direct reassignment of the staff member to another adequate post, if it exists, is not mandatory (see Judgment 4841, consideration 6). In any event, the complainant recognized that assistance in her search for other employment options was provided by UNIDO prior to her separation. The complainant's fifth plea is therefore unfounded.

14. The complainant's request for disclosure of the investigation report concerning her allegations of procurement irregularities against Mr S. is unrelated to the subject matter of the present complaint and is rejected.

15. In the foregoing premises, the complaint will be dismissed in its entirety.

#### DECISION

For the above reasons,

The complaint is dismissed.

In witness of this judgment, adopted on 23 October 2024, Mr Michael F. Moore, Vice-President of the Tribunal, Sir Hugh A. Rawlins, Judge, and Ms Hongyu Shen, Judge, sign below, as do I, Mirka Dreger, Registrar.

Delivered on 6 February 2025 by video recording posted on the Tribunal's Internet page.

MICHAEL F. MOORE

HUGH A. RAWLINS

HONGYU SHEN

MIRKA DREGER