

6. The Applicant was recruited as Chief Technical Adviser for UNTC by DESA under the 200 series with effect from 11 October 2004. His contract was extended to 31 December 2005.

7. After numerous of attempts by the Greek authorities to obtain details of the use being made of the funds provided to the Centre, on 16 September 2005, the Greek Minister of Interior, Public Administration and Decentralisation (“Minister of Interior”) made a written request to the Director, DPADM, for an external audit of the Centre’s accounts; that audit was made a precondition of discussion of Greece’s financing of UNTC under the next five-year plan (2006-2010).

8. By letter of 5 December 2005 to the Minister of Interior, the Director, DPADM, declined to hold an audit and pointed out that, given the uncertainty

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13.

Parties' contentions

22. The Applicant's principal contentions are:

a. The reason given by the Administration for refusing to renew his contract was false, the real reason being retaliation against him for not having opposed the repeated demands of the Greek Government for accountability by the managers of the Centre. While the decision whether or not to renew a fixed-term appointment is a matter for the discretionary power of the Secretary-General, such power may not be abused, as for instance where such a decision is based on unlawful grounds. Moreover, the mere fact that false reasons were given is enough to render the Organization liable;

b. The non-renewal of his appointment was the result o

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d. If UNTC remained open beyond March and then April 2006, this was at the insistence of the Greek Government. The Applicant made his allegations of mismanagement only after he learned of the decision not to renew his contract. The contested decision could not, therefore, have been taken as a retaliatory measure;

e. There is no connection between the Applicant's performance evaluation in 2006 and his departure in 2005. The Applicant was asked on 14 February 2005 to complete a standard performance evaluation form, and, if he had not delayed in doing so, the report would have been finalised before his departure. The Applicant had not drawn up his work plan, as he had been repeatedly asked to do. DESA therefore gave him a written evaluation;

f. The Applicant is not entitled to recover his legal costs.

Consideration

24. In seeking to contest the decision refusing to renew his appointment, the Applicant complains, first, that by informing him approximately one month in advance, the Administration failed to give him adequate notice of its decision.

25. According to the applicable staff rule 204.3(a):

(i) Temporary appointments shall be for a fixed term and shall

27. The Applicant cannot, therefore, maintain that the decision not to renew his appointment is unlawful on the grounds that it was taken without adequate notice.

28. In contesting the refusal to renew his appointment, the Applicant moreover contends that the reason given by the Administration is false, and that the real reason was the desire of the Director, DPADM, to be rid of him because he had criticised the mismanagement of the Centre.

29. It is not disputed that the Centre for which the Applicant had been recruited as Chief Technical Adviser was not funded by the Organization but from a trust fund financed by the Greek Government. The documents on the record also show that at 5 December 2005, the date on which the Applicant was informed that his contract would not be renewed, it was not certain that the Centre would be funded for the year 2006 and no agreement had been reached on the programme of work between the Greek Government and DESA. It follows that the reason given by the Administration for non-renewal of the Applicant's contract, namely the strong likelihood that there would be no funding for 2006, and thus no possibility of paying the salaries of the staff, is

32. While the Applicant maintains that the closure of the Centre, and thus the decision not to renew his contract, are the result of mismanagement by DESA, which mismanagement is clear from the record, so damaging were its consequences for the situation of the staff members, the Tribunal must limit its examination to the question whether the planned closure of the Centre was the real reason for the non-renewal, and not to the issue of responsibility for that closure.

33. Even assuming that the Applicant's performance evaluation dated January 2006 was not carried out by his supervisors before the end of his appointment, that fact has no bearing on the refusal to renew the Applicant's contract, as poor performance was not given as a groufYzzcleiSçRYcKvzlfSYRLK-cluLiSçRRLRHfYH-laiSçRYcYKzltz-Iric