ORGANISATION DE COOPÉRATION ET DE DÉVELOPPEMENT ÉCONOMIQUES

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Greffe du Tribunal Administratif

Registry of the Administrative Tribunal

ADMINISTRATIVE TRIBUNAL

Judgment of the Administrative Tribunal

handed down on 2 December 2004

JUDGMENT IN CASE No. 057

Mr. P.

v/ Secretary-General

The English version constitutes the authentic text.

2, rue André-Pascal, 75775 Paris Cedex 16, France Tél : +33 (0) 1 45 24 82 00
Ligne directe : +33 (0) 1 45 24 86 73 Fax : +33 (0) 1 45 24 86 76
OECD Site Web : http:// www.oecd.org

JUDGMENT IN CASE No. 057 OF THE ADMINISTRATIVE TRIBUNAL

Sitting on Friday 19 November 2004
at 10.30 a.m. in Annex Monaco of the OECD,
2 rue du Conseiller Collignon, Paris

The Administrative Tribunal consisted of

Mr. Jean MASSOT, Chairman

Professor James CRAWFORD

and Professor Luigi CONDORELLI,

with Mr. Colin McINTOSH and Mrs. Christiane GIROUX providing Registry services.

By letter of 16 September 2003, Mr. P., former Executive Director of the International Energy Agency (IEA) of the Organisation, was informed by the Head of Human Resource Management that the Secretary-General had decided, in application of a decision of the IEA Governing Board, not to award him additional compensation on his departure from the Agency. By letter of 29 October 2003, Mr. P. requested the Secretary-General to reconsider this decision. On 8 January 2004 this further request was refused.

Mr. P. then filed an application, received by the Registry on 26 February and registered as case No. 057, asking the Tribunal to award him the sum of €182 000 plus interest, or alternatively, to establish a process for a binding settlement to be reached.

On 17 May 2004, the Secretary-General, having obtained an extension of the time limit applicable, submitted his comments asking the Tribunal to deny the Applicant's claim in all respects.

On 18 June 2004, the Applicant submitted a reply. By letter of the same date the Applicant sought an order protecting the confidentiality of the proceedings as they involved discussion and comparison of his financial affairs.

On 24 September 2004, the Secretary-General submitted his comments in rejoinder. *Inter alia* the Secretary-General opposed the request for confidentiality, on the basis that the matters in question were not private in character.

The Tribunal, having ruled that the questions before it were not private or confidential in character, declined to conduct the proceedings *in camera*.

The Tribunal heard:

the Applicant in person; and

Mr. David Small, Head of the Directorate for Legal Affairs of the Organisation, on behalf of the Secretary-General.

It handed down the following decision:

Outline of the dispute

1. In November 1994 the Applicant was appointed Executive Director of the International Energy Agency (IEA), an entity established within the framework of the OECD, for an initial 4 year term which commenced on 1 December 1994. In November 1998 he was reappointed for a further term of 4 years. In May 2002, prior to the end of this second term, he raised with the Chairman of the Governing Board of the IEA what he believed to be an outstanding issue arising from his initial appointment to the IEA: this concerned his loss of pension entitlements as compared with his former position as a member of the United Kingdom civil service pension scheme. The Governing Board asked its Chairman to seek to resolve the matter, and in fact on 20 November 2002 the Chairman reached agreement with Mr. P. on a substantial sum to be paid in settlement of his claim. However this payment was not approved by the Governing Board which in a decision of 3 April 2003 rejected the claim entirely and determined that the matter was closed. Subsequent attempts by Mr. P. to obtain a reconsideration of the question failed. The Applicant's final request of 29 October 2003 for "withdrawal and modification" of the Governing Board's decision was rejected by a Deputy Secretary-General of the OECD on 8 January 2004.

2. As a result of this refusal, the Applicant sought from the Tribunal

(a) either a determination that the settlement of 20 November 2002 was binding on the IEA and that the sum of €182,000 plus interest should be paid to him, or that the decision of 3 April 2003 be declared invalid and the matter referred once more to the Governing Board to determine the amount payable in light of the law and the facts (the principal claim), or

(b) alternatively, a determination that the method by which the decision of 3 April 2003 was made and communicated to him resulted in moral injury, to be compensated by an award of the Tribunal in an appropriate amount (the subsidiary claim).

The Tribunal's jurisdiction

3. The Respondent does not dispute that the Tribunal has jurisdiction to determine the principal claim. It does however contest the Tribunal's jurisdiction over the subsidiary claim on the ground that it is advanced "as a matter of fairness devoid of any legal motivation or basis", and further that it had not been the subject of any request to the Secretary-General for redress.

4. As to the principal claim, the Tribunal's jurisdiction derives from Regulation 22(c) of the Staff Regulations, to which Article 1 of the Tribunal's Statute refers. In accordance with this provision the Tribunal has jurisdiction to "decide individual disputes arising from a decision of the Secretary-General, which he has taken on his own authority or in application of a decision of the Council and which officials, former officials or the duly qualified claimants to their rights consider as prejudicial to themselves".

5. In the present case the Respondent upholds the Tribunal's jurisdiction on two conditions:

(a) First, it is necessary that the decision challenged have been taken by the Secretary-General "on his own authority or in application of a decision of the Council". According to the Respondent, "[t]he Secretary-General in this case was applying not only a particular decision of the Governing Board of the IEA, but also a decision of the Council of the OECD of 15 November 1974 which established the IEA as an autonomous body within the framework of the Organisation, granted to the IEA Governing Board the power to take such binding decisions and made the Executive Director part of the Secretariat of the OECD".

(b) Second, it is necessary that the applicant be an official or former official of the OECD. The Respondent notes that the IEA's Executive Director is appointed by the Governing Board, not by the Secretary-General—and this is true even though under Article 7(b) of the Council Decision of 15 November establishing the IEA, the Executive Director must be appointed "on the proposal or with concurrence of the Secretary-General". However the Respondent also notes that although Regulation 22 was not specifically listed in the conditions of employment of Mr. P. it could have been so listed: "the Organisation informed Mr. P. that it considered the Tribunal open to him and Mr. P. acted on this in filing his application. In the Secretary-General's view, this may be considered an explicit offer and acceptance to fill an unintended gap in the original contract".

6. As to the first condition, the Tribunal agrees that the Secretary-General's final decision of 8 January 2004 was taken either "on his own authority or in application of a decision of the Council". To the extent that decision upheld the IEA resolution as lawful and proper, it was evidently taken on the Secretary-General's own authority. To the extent it relied on the IEA's

autonomous status within the OECD, it was taken "in application of a decision of the Council" granting that autonomy. In either case this requirement for the Tribunal's jurisdiction is satisfied.

7. The second condition raises a more serious problem. In the Tribunal's view, it is by no means clear that jurisdiction can be conferred on it by contract in matters falling outside the scope, *ratione personae* or *ratione materiae*, of Regulation 22. In the present case the final decision refusing reconsideration was made by the OECD and communicated by the Deputy Secretary-General on 8 January 2004. The question, however, is whether Mr. P. is a "former official" of the Organisation. The Tribunal notes that there is a potential discrepancy between the general scope of the Staff Regulations, as defined in Regulation 1, and the specific scope of Regulation 22 defining the Tribunal's jurisdiction. There is also a potential discrepancy between Article 7(a) of the Council Decision of 15 November 1974 establishing the IEA, pursuant to which IEA staff "shall form part of the Secretariat of the Organisation", and Article 59 of the Agreement establishing the International Energy Program of 18 November 1974, which provides for IEA staff to be "responsible to and report to the organs of the Agency".[1] The matter was not fully argued, the Applicant evidently having no interest in challenging the jurisdiction of the Tribunal to grant him relief. For present purposes the Tribunal upholds its jurisdiction on the basis that staff who form "part of the Secretariat of the Organisation" under the applicable Council decision should not be considered as falling outside the description of "officials" in the sense of Regulation 22(c).[2]

8. As to the subsidiary claim, the Tribunal would observe that the IEA clearly affirmed the legality and propriety of the Board's decision of 3 April 2003, and that this refusal was accepted as final by the Deputy Secretary-General of the OECD in his letter of 8 January 2004 ("we do not find the decision to be either irregular or improper"). Moreover a complaint as to the way in which an allegedly unlawful decision has been made or communicated is readily subsumed in a complaint concerning the substance of the decision itself. According to the record the Applicant's complaints related both to the substance of the decision and to the way in which it had been made and communicated.

9. The Tribunal thus upholds its jurisdiction with respect to both claims presented by the Applicant.

Preliminary observations

10. Before turning to the merits of the Applicant's claims, two preliminary observations are in order.

11. The first concerns the role of the principle of good faith in relation to the terms of appointment of persons within the OECD (including the IEA). In argument before the Tribunal both parties tended to formulate rights and obligations in the employment relationship in terms of some primary obligation of good faith, and a deal of argument was devoted to the question whether particular items of correspondence or particular decisions did or did not exhibit that elusive quality. It is of course true that OECD personnel owe the Organisation an obligation to act in good faith and in its interest, and that there is a correlative obligation of the Organisation towards its agents. But good faith, while it may inform the interpretation and application of the terms of the employment relationship, is not a substitute for those terms; it has an auxiliary character. A party to an employment relationship who has failed to stipulate some important condition cannot rely on good faith as a substitute for such a stipulation – at least unless the condition is necessary to the very existence of the contract, which is not the case here.

12. The second point concerns the extent to which extrinsic evidence of the intention of the Governing Board can be adduced in order to interpret or even to complete the terms of a formal resolution. In its Rejoinder the Respondent stated that it "did not assert that the Governing Board could not take a binding decision during a Governing Board lunch. It can do so—this is a known practice—and the Chairman will report the decision to the resumed session of the full delegations" (Rejoinder, 24 September 2004, para. 24). But a distinction needs to be made between the process of informal consultation leading to a determination by those concerned of action to be taken, on the one hand, and the actual process of decision, binding upon the organisation and (as the case may be) also on its members, on the other hand. The latter act occurs in the context of (*prima facie*) duly convened meetings of the organisation. It is true that a decision or resolution may refer to extraneous documents or understandings and that evidence of these may be to that extent admissible. It is also true that the action or abstention of members of an organisation pursuant to resolutions or decisions may assist in determining the intended scope and effect of

[1] Agreement on an International Energy Program, Paris, 18 November 1974: 1040 UNTS 272.

[2] The Tribunal has previously entertained claims by IEA staff: e.g. Judgment Nos. 43-46, *Bilot & ors. v. Secretary-General*, 16 March 2000.

such resolutions or decisions. But these latter processes involve the interpretation of a decision formally made and recorded, not the construction of a decision *de novo* from extrinsic evidence.

The Applicant's principal claim

13. As to the merits of the principal claim, three questions arise. The first concerns the conditions of the Applicant's appointment for his first four-year term as Executive Director; the second, whether the same conditions applied following his reappointment in 1998; the third, whether an obligation to pay was created or recognised in 2002 as a result of the action of the Chairman of the Governing Board in seeking to resolve the claim. The Tribunal will deal with these in turn.

(a) The terms of the Applicant's first 4-year appointment

14. At the time of his recruitment as Executive Director, the Applicant was aged 56. As a senior official of the United Kingdom Department of Trade and Industry he was subject to a retirement age of 60 and was entitled on retirement to a substantial non-contributory pension the amount of which would be materially reduced by early resignation from the civil service.

15. The Applicant's predecessor as Executive Director was appointed for an indefinite term and in fact served for 10 years, thereby qualifying for a pension from the OECD. At a late stage of the recruitment process for her successor, the Governing Board decided that the position would be for an initial term of 4 years.

16. The Applicant thereupon raised concerns that his departure from the UK civil service would adversely affect his pension. He proposed a specific term of appointment which would have entitled him to "benefits no less than those to which he would otherwise have been entitled on retirement under the UK Civil Service Pension Scheme". This proposal was circulated to IEA Members on 16 November 1994 by Ambassador Sato, the then Chairman of the Governing Board, whose covering letter stated that "I am sure we can agree that Mr. P. should not be expected to suffer a net financial loss as a result of leaving his national pension system" and noted that the draft resolution authorised him as Governing Board Chairman "to agree an appropriate element of compensation to avoid such a result".

17. At its meeting on 17 November 1994 the Governing Board did not adopt the proposal circulated by Ambassador Sato. Instead, in appointing Mr. P. as Executive Director for a term of four-years, the Governing Board…

> "(c) decided, subject to paragraph (d), that the conditions of Mr. P.'s appointment would be the same as those adopted… with respect to the appointment of his predecessor…
>
> (d) noted that one additional element of the conditions of appointment remained to be decided and that the Governing Board would return to this subject at a subsequent meeting;
>
> (e) agreed that the details of the conditions will be laid out in a Confidential Annex…"

The Confidential Annex, which made no mention of the "one additional element", was communicated to Mr. P. by the OECD on 28 November 1994.

18. In February 1995, the Applicant raised this unresolved issue. The matter was discussed informally by members of the Governing Board over lunch. A hand-written note of the discussion reads as follows:

> "outstanding ques[tion] on pension. Problem arose because decision was for term of 4 yrs. Raised pension issue. Looks as though, if stays beyond 4 yrs, no problem but keep open poss[ibility] to bring it back later, if it should become [a] problem.
> [Ambassador] Sato. That's [a] legitimate presentation of the issues."

Thus the matter was allowed to rest.

19. The Respondent stressed that the Governing Board never decided that the substantial increase in (tax-free) pay received by the Applicant as Executive Director, by comparison with his United Kingdom salary, was not a sufficient compensation for his loss of UK pension entitlements. According to this argument, it was a matter for the Governing Board freely to determine the "one additional element" in light of all the circumstances including the Applicant's salary and allowances. In effect it was

argued that the Applicant, by accepting the position without this matter having been resolved, took the risk of an adverse decision.

20. The Tribunal does not accept this analysis. The other terms and conditions of appointment were set out in the Confidential Annex and were agreed. It would not have been proper for the Governing Board subsequently to decide that the "one additional element" should be set at naught because of the terms of the Annex. That would not have been consistent with the Governing Board's view in November 1994 that the issue "remains to be decided" or with the characterisation of it as "additional". In the Tribunal's view, it was reasonable for Mr. P. to raise the concern that a single four-year term would impact on his pension rights. If he had not been appointed for a further term, he would have been entitled to a satisfactory resolution of that additional element—as was informally acknowledged in February 1995.

21. This is not to say that the lunchtime discussion of February 1995 itself amounted to a decision of the Governing Board with legal effect. Decisions of international organisations are taken at duly convened meetings, not in corridors or at lunch tables. But the uncontradicted indication is that the parties proceeded on the basis that the "one additional element" could be raised again in the event that Mr. P. was not renewed as Executive Director, and this was a mode of implementing the express reference to the matter in the Board's decision of 17 November 1994.

(b) The terms of the Applicant's second 4-year appointment

22. It is not necessary for the Tribunal to quantify the loss that would have been suffered by the Applicant had he not been reappointed in 1998. In fact he was reappointed. The Applicant argues, however, that his reappointment was on the same terms as his first appointment and that the "one additional element" thereby remained a live issue.

23. There are two difficulties with this argument.

24. First and foremost it is not consistent with the actual terms of the Governing Board's decision of 23 October 1998. By that decision the Board…

> "(a) appointed Mr. Robert P.… to serve as Executive Director for a second term of four-years...
>
> …
>
> (c) decided that the conditions of Mr. P.'s original appointment as laid out in the Confidential Annex to Document IEA/GB(94)60, adjusted to the date of the new appointment and thereafter as provided in that Annex, would be applicable during his second term."

The "one additional element" applicable during Mr. P.'s first term was not set out in the Confidential Annex but in paragraphs (c) and (d) of the Board's decision of 17 November 1994. No reference was made to this additional element in the decision of 23 October 1998. The Governing Board never said that the terms of the reappointment would be the same in all respects as those applicable during the first term; it said that the conditions would be those "laid out in the Confidential Annex… adjusted to the date of the new appointment". Legally, Mr. P.'s reappointment was for a new term and was a new appointment. If Mr. P. had wished to keep alive the condition expressed in the earlier resolution, it was incumbent on him to insist that it be referred to either in the Confidential Annex itself or in the terms of the decision of 23 October 1998. He did neither.

25. Secondly, the concern which the Board had addressed in its decision of 17 November 1994, and subsequently in informal discussion, was the impact on Mr. P.'s pension rights if he were to serve only a single term. He would then have found himself without a job at the age of 60, with no OECD pension and with a reduced UK pension. The position following his reappointment was quite different. He held a senior appointment well beyond the age at which he would otherwise have been required to retire; at the same time he was in receipt of his UK pension. During this period of 4 years there was no remaining uncertainty and he was able to make provision for his eventual retirement in an orderly way. The Tribunal notes, moreover, that on leaving the IEA, he received a tax free lump sum of €241,053 (paid in sterling at £148,521), being the value of his contributions to the OECD pension fund plus interest, which was much higher than if he had left after only four years.

26. The Tribunal further notes that the implications of the proposed terms of reappointment were drawn to Mr. P.'s attention by the IEA's Legal Counsel on 6 October 1998. In forwarding the 1994 documents (including Ambassador Sato's letter of 16 November 1994), the Legal Counsel wrote:

"Also, you will note that the draft decision makes no reference to the pension issue addressed in the 1994 decision."

In argument before the Tribunal the Applicant complained mildly that the Legal Counsel should have been more explicit as to the consequences of the proposed decision, if in truth this implied the loss of an important right. But the Legal Counsel was not—and could not have been—advising Mr. P. as to his rights. He was merely drawing attention to an obvious difference between the decision of 1994 and the proposed decision of 1998. Read in the context of the attached correspondence, the Legal Counsel's comment was both accurate and eloquent.

27. The Tribunal accordingly concludes that following his reappointment, Mr. P. no longer had any right to claim a financial adjustment on account of any reduction in the value of his UK pension.

(c) The events of 2002-2003

28. The question of Mr. P.'s replacement as Executive Director was raised in early 2002. On 4 April 2002 the Governing Board decided to extend Mr. P.'s term by one month "in order to facilitate a smooth handover with the new Executive Director". On 17 April 2002 Mr. P.—for the first time since 1995—raised the "one additional element" referred to in the Board's resolution of 17 November 1994. It seems that this was first discussed with Mr. M., Chairman of the Governing Board, orally on 30 May 2002 and by letter on 3 June 2002. Mr. M. in turn raised the question at the Governing Board meeting of 18 June 2002, the conclusions of which read relevantly as follows:

> "(b) With respect to the conditions of appointment of the current Executive Director, the Chairman stated that;
>
> (i) he had reported to, and the heads of delegation noted, that one element of the conditions remained outstanding from the current Executive Director's appointment in 1994; and
>
> (ii) the heads of delegations had asked him to resolve this issue with Mr. P., along lines which had been discussed, and that the Chairman would let the Board know the outcome."

The Tribunal notes that the reference to the Director's appointment in 1994 begged the question whether all the conditions applicable to Mr. P.'s first term continued in force during his second. It notes further that the conclusions record this item not as a formal decision of the Governing Board but as a report of the Chairman's discussions with the heads of delegation.

29. What eventually followed was summarised by Mr. M. in a letter to Vice-Chairs of the Governing Board dated 12 December 2002:

> "Conscious that we should not leave Mr. P., any longer than essential, in a state of uncertainty on this personal issue, I put my personal conclusions to him on 20 November, 2002. These were that he should be paid a sum of 182,000 Euros. He accepted them without qualification.
> I told Mr. P. that I considered it necessary to obtain the backing of my vice-chairs before reporting the outcome to the Board. I spoke to you accordingly at our meeting on 21 November, but some reservations were expressed and agreement was not reached.
> …
> In my view, the Board has no legal obligation to make a payment to Mr. P., but I believe it has a moral obligation."

30. It is unnecessary to record subsequent discussions in any detail. Despite Mr. M.'s efforts the matter was not resolved before Mr. P. left office at the end of 2002. Subsequently Mr. M. proposed a payment of €98,000 (by analogy with indemnities paid for termination of fixed-term contracts) but this too was not agreed by the Vice-Chairs or the Board.

31. At its meeting on 3 April 2003, the Governing Board…

> "(iv) noted that in June 2002 the Governing Board requested the Chairman to resolve the matter with Mr. P.;
>
> …
>
> (vi) noted and appreciates Mr. P.'s contribution to the IEA but (1) decided (a) that the International Energy Agency has no further obligation to Mr. P., (b) that Mr. P. has received all compensation legally due him under the terms of his employment and (c) not to adopt the proposals made by the Chairman, and (2) determined that there will be no further consideration of the matter by the Governing Board."

32. Before the Tribunal the Applicant argued that the Board at its meeting of 18 June 2002 had delegated to the Chairman the power to arrive at a binding compromise of his claims, that this occurred at their meeting on 20 November 2002, and that the IEA was bound by that agreement. He stressed in particular the phrase "the Chairman would let the Board know the outcome", implying a subsequent report to the Board for information only, not for approval. The Respondent argued that no decision was taken at the Board's meeting of 18 June 2002 to delegate to the Chairman the power to settle the dispute in a binding manner. In any event, it argued, whatever delegated powers the Chairman may have possessed, he made it clear to Mr. P. on 20 November 2002 that his proposal was subject to approval by the Board.

33. The Tribunal agrees with the Respondent on both counts. In the first place, the discussion at the Board's meeting on 18 June 2002 is recorded as a report, not a decision. No doubt the Board can authorise its officers to take action of various kinds, to prepare reports, etc, without formally recording a decision. But in a matter as significant as the settlement of a substantial claim to money made by the Executive Director, one would expect a binding delegation to be clearly expressed and formally recorded. The record discloses that the Board only took an interlocutory and procedural decision, not a final one. This appears plainly from the wording employed, which is completely different from that used elsewhere in the same document. In particular the common formula "The Governing Body … decides" is not used. Moreover the reference to a resolution of the dispute "along lines which had been discussed" implied that any outcome would need to be assessed against certain unspecified criteria, which is inconsistent with the idea that the Chairman had plenary authority to act. In the second place, Mr. M.'s contemporary account of the meeting of 20 November (as well as his written evidence before the Tribunal) indicates that he did not purport to make a binding offer, as distinct from one subject to approval. His subsequent conduct in trying to find other alternatives points the same way, and the Tribunal notes that the Applicant expressly did not challenge Mr. M.'s good faith during this period.

34. In light of the record, the Tribunal does not understand how an obligation to address a perceived pension deficiency could have subsisted after 1998 in the absence of any expression in the relevant instruments.[3] Certainly there was no legal obligation to that effect. This being so, it concludes that no new or additional obligation arose for the IEA as a result of the Chairman's efforts to resolve the issue, efforts which were not approved by the Board. In the Tribunal's view the Board was acting well within its powers in reaching the decision it took on 3 April 2003.

The Applicant's subsidiary claim

35. The Tribunal turns to the Applicant's subsidiary claim, which is that the IEA acted improperly in the way it made and communicated the decision of 3 April 2003. The Claimant argues that this caused him moral injury the damages for which (acknowledging the element of approximation inherent in any such issue) he nonetheless quantifies at €20,000.

36. As to the way the decision was made, it is true that the Applicant sought to make representations to the Governing Board and was denied that opportunity. The Tribunal does not, however, consider that the Board was under any obligation to give the Applicant an oral hearing before deciding on the claim. It had asked the Chairman to investigate, which he had done in considerable detail and in full cooperation with Mr. P. Members of the Board had been informed in writing as to the circumstances and had the opportunity to seek further information if they so wished.

37. As to the manner in which the decision of 3 April 2003 was communicated, the Tribunal notes that this was done by Mr. M. in an e-mail of 7 April, to which Mr. P. responded on 15 April 2003. It is true that the precise terms of the Board's decision were not communicated until considerably later (in September 2003). But in the Tribunal's view Mr. P. should have been in no doubt that a definite decision had been reached, however much he might protest the outcome. As Mr. M. said, in his sympathetic e-mail of 7 April 2003, "this result is not the consequence of a lack of explanation" but arose from explicit instructions from Member Governments. In the circumstances, Mr. M. having been the channel through which the claims were made and pressed, the Applicant can hardly complain that he was equally the channel through which their rejection was (with regret) communicated. It is also true that in subsequent communications the Chairman was not as categorical as he might have been in making it clear to Mr. P. that the Board's decision had been final. That decision represented a defeat for him as well, and it is possible he entertained lingering hopes that it might be reversed. But in the circumstances the Tribunal does not believe there was any moral injury to Mr. P. in this regard.

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[3] In the circumstances it is not necessary for the Tribunal to attempt to quantify any pension loss which may have been suffered by Mr. Priddle when he retired at the end of 2002. The material before the Tribunal depends on various assumptions and implies a range of values, including the possibility that no loss was suffered in fact.

38. Finally, the Tribunal would observe that the Governing Board in its decision of 3 April 2003 paid tribute to Mr. P. for his years of service to the IEA. The terms in which that decision was expressed cast no doubt on the Applicant's integrity. In those circumstances the refusal to grant a claim which was considered to be (and has been held by the Tribunal to be) unjustified in law in no way amounted to an administrative fault or failure.

DECISION

For these reasons:

The Tribunal dismisses the claims.

Done in Paris, 2 December 2004

The Chairman of the Tribunal

(signed) : Jean Massot

The Registrar of the Tribunal

(signed) : Colin McIntosh

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