

Decision No. 339**Frank Rittner,
Applicant**

v.

**International Bank for Reconstruction
and Development,
Respondent**

1. The World Bank Administrative Tribunal has been seized of an application, received on November 15, 2004, by Frank Rittner against the International Bank for Reconstruction and Development. The case has been decided by a Panel of the Tribunal, established in accordance with Article V(2) of its Statute, and composed of Elizabeth Evatt (a Vice President of the Tribunal) as President, Jan Paulsson (a Vice President of the Tribunal), Sarah Christie and Florentino P. Feliciano, Judges. The Bank raised a jurisdictional objection which, after the usual exchange of pleadings, was decided by a Panel of the Tribunal on May 13, 2005.

2. In *Rittner*, Decision No. 335 [2005], the Tribunal decided that it had jurisdiction over three of the five claims asserted by the Applicant.

3. After the usual exchange of pleadings in respect of the merits of those three claims, the case was listed on October 26, 2005 for a judgment on the merits.

Background Facts

4. The Applicant joined the Bank in February 1995 as an intern. In September of that year, he became a Long-Term Consultant. In 1996, he was given a two-year Fixed-Term appointment as an Environmental Specialist, Grade 22, at the secretariat of the Global Environment Facility (GEF). On December 15, 1998, the Applicant's assignment at the GEF was extended and he was given a three-year Fixed-Term contract. In 1999, he was promoted to Senior Environmental Specialist, Grade GG, GEF.

5. In November 2000, during his three-year Fixed-Term contract, the Applicant requested an External Service Without Pay (ESWOP) assignment to work in the Paris office of the United Nations Environmental Program (UNEP). His initial request was granted for one year, to December 15, 2001, and a subsequent request for another year, to December 15, 2002, was also granted.

6. In July 2002, the Applicant requested a further six-month extension of his ESWOP assignment in Paris to June 15, 2003. This request was denied by the Respondent.

7. In September 2002, the Applicant inquired about the possibility of resuming his duties at the Bank while at the same time "telecommuting" from Paris. It appears that "telecommuting" from Paris meant, for the Applicant, that he would be available for a certain period each month for communications and discussions over the Internet with his colleagues at the Bank in Washington, while he remained physically in Paris. The Applicant's request was denied. He was notified by e-mail on October 8, 2002, that he was expected to return to the Bank's headquarters in Washington because he was needed to work on tasks relating to a GEF Council meeting scheduled for May 2003.

8. On November 15, 2002, the Assistant Chief Executive Officer (CEO), GEF, wrote to the Applicant to define the general scope of the latter's work in the GEF, and identify the persons to whom the Applicant would be

reporting in respect of his assignments. Four days later, i.e., on November 19, 2002, the Applicant wrote to the CEO and Chairman of the GEF, describing his assignments as “well taken” and “a good fit of the GEF’s need and my professional interests.”

9. Nevertheless, in a series of e-mail messages in late November 2002 between the Applicant and GEF staff, including the CEO and Chairman, the Assistant CEO, and the Senior Officer of Human Resources (HR), the Applicant expressed his concerns about the date on which he would resume working at the Bank in Washington. To return to Washington in December 2002 would require him to leave his family in France, where his children were enrolled in school, until the end of the 2002-03 school year. He accordingly asked about the possibility of periodically going to France to see his family.

10. In response to the Applicant’s communications, the Assistant CEO, on November 21, 2002, allowed him to report for duty in Washington on January 6, 2003 instead of December 15, 2002.

11. A week later, the Applicant requested permission from the Assistant CEO to begin a Paris-based MBA program with a starting date of January 6, 2003. This request was turned down by the Assistant CEO.

12. In December 2002, the Applicant sought advice from the Senior Officer, HR, about applicable Bank policies relating to his Fixed-Term contract. In two e-mail messages dated December 12 and 13, 2002, the Senior Officer, HR, explained to the Applicant that the three-year contract he had been given on December 15, 1998, had an end date of December 15, 2001. However, the three-year period had been interrupted and its running suspended (i.e., “the ‘clock’ [had] stopped”) when the Applicant was given an ESWOP, first for one year and later for another year. Thus, his original contract would expire on December 15, 2003.

13. On December 20, 2002, the Assistant CEO, GEF, wrote to the Applicant, stating:

It was good ... to have your acceptance of the assignment ... including specifically your understanding on reporting to the GEF Secretariat in Washington on January 6 to begin the third year of your three-year term appointment. On the strength of those understandings, *I am pleased to say that we have therefore requested that your contract be extended to cover this third year, until January 5, 2004.* (Emphasis in original.)

On January 6, 2003, the Applicant resumed work at the GEF in Washington.

14. On April 11, 2003, the Applicant wrote to one of his supervisors that he (the Applicant) needed an interim performance review for the period January through March 2003 in view of his efforts to locate alternative positions within the Bank.

15. In May 2003, the Applicant was given his Overall Performance Evaluation (OPE) for the period January 1 to March 31, 2003. Under the heading of “Results Assessment,” the Applicant was rated “Fully Successful” in two of the three work programs assigned to him and “Partially Successful” in the third one. Under the category of “Behavioral Assessment,” the Applicant was rated “Fully Successful” in three of the four evaluations and “Partially Successful” in the remaining one.

16. On May 24, 2003, the Applicant wrote to one of his supervisors protesting his 2003 OPE. He stated that its completion should be deferred until the expiration of a period of time long enough to provide a sufficient basis for assessment of his performance. On August 19, 2003, the Assistant CEO signed the Applicant’s three-month 2003 OPE as reviewing manager.

17. In September 2003, the Applicant received notice via e-mail from the new CEO and Chairman of the GEF that he should not expect a renewal of his contract at the GEF, and that he should search for job opportunities elsewhere in the Bank.

Procedural History

18. On April 21, 2003, the Applicant filed a Statement of Appeal (Appeal No. 1279) with the Appeals Committee. Less than two months later, on June 6, 2003, the Applicant requested the Appeals Committee to grant him leave to withdraw his appeal. The Appeals Committee granted this request, issued a Notice of Withdrawal, and terminated the processing of Appeal No. 1279.

19. On November 13, 2003, the Applicant submitted to the Appeals Committee another Statement of Appeal (Appeal No. 1297).

20. On December 17, 2003, the Respondent filed an Answer to the Applicant's second Statement of Appeal, asking for its dismissal.

21. On January 6, 2004, while the Applicant's second Statement of Appeal was pending before the Appeals Committee, his period of appointment expired under its own terms and he was separated from his employment with the Bank.

22. On May 11, 2004, the Appeals Committee issued its Report on the Applicant's Appeal No. 1297. In that Report, the Appeals Committee recommended that "all requests [of the Applicant] in relation to Appeal No. 1297 be denied."

23. The next day, the Vice President, HR, accepted the Appeals Committee's recommendations.

24. After being granted an extension of time, the Applicant filed his present application with the Tribunal on November 15, 2004. He raises five claims and requests compensation for damage to his career and undue hardship to his family. He also seeks retroactive reinstatement of his contract as an Open-Ended assignment with back pay. As earlier noted, the Respondent raised a jurisdictional objection and submitted that the application was inadmissible except for the challenge in respect of the Applicant's 2003 OPE. On May 13, 2005, the Tribunal rendered a judgment upholding its jurisdiction with respect to the following three claims:

- a. Wrongful termination of the Applicant's Fixed-Term contract by arbitrary denial of contract renewal;
- b. Unfairness of his 2003 OPE; and
- c. Discrimination and arbitrariness in the rejection of his application for an alternative position in the Bank.

These three claims will be considered *seriatim*.

The Claim of Wrongful Termination by the Bank of the Applicant's Fixed-Term Contract by Arbitrary Denial of Contract Renewal

25. The Applicant's claim that the Bank wrongfully terminated his contract by arbitrarily denying him contract renewal appears to be based upon three contentions. Firstly, the Bank failed to renew the Applicant's contract even though he had successfully served the Bank for nine years. The Applicant cites Staff Rule 4.01, para. 2.01(d) which states that "Term Appointment is an appointment for a specified duration of a minimum of one year and a maximum of four years." The Applicant appears to argue that the Bank disregarded this Staff Rule and left the Applicant under a contract, the term of which, when added to his prior years of service, ended beyond the maximum number of years permitted, i.e., four years. The Applicant concludes that he should have received an Open-Ended appointment upon his return to the Bank's headquarters in Washington in December 2002. Secondly, the Applicant argues in effect that the GEF management gave him assurances that his Term contract would be converted to an Open-Ended one, and that he relied upon those assurances. Thirdly, he contends that the arbitrary denial of contract renewal is part of a conspiracy on the part of the Bank and others against him.

26. The Applicant's first argument is not persuasive. His first appointment, issued in 1996, was a "Fixed-Term" appointment for two years as an Environmental Specialist, Grade 22, at the GEF. His appointment letter dated December 13, 1996, contained the following language:

Your appointment will terminate at the end of that period [of two years] unless it is extended or a new appointment is made. The World Bank has no obligation to extend the appointment or to offer a new appointment, even if your performance is outstanding, but it may do so if agreed in writing at the time of the expiration of the appointment. (Emphasis added.)

27. His second appointment, bearing the term "Change in Appointment Type," was effective on December 15, 1998, and he was described therein as "*Term Staff Until 15-DEC-2001.*" During this term, he was promoted effective June 1, 1999, but still described as "*Term Staff Until 15-DEC-2001.*"

28. Thus, the Applicant had two distinct contracts: the first was for two years, the second for three years. Sometime in 1998, the Bank adopted a new policy which established a "four-year lifetime limit on term appointments." On February 22, 2002, after reviewing the "four-year lifetime limit," the Bank's HR Department reached the decision that said limit on Term appointments was to be maintained. The Bank's HR Department explained this limit in the HR Kiosk in the following terms:

At the end of the four-year term appointment, the following options exist:

- (i) conversion to an open-ended appointment (with appropriate sector board/panel clearance where staff were not initially cleared)
- (ii) conversion to short-term consultant/temporary appointment
- (iii) termination of the appointment

Below are the clarifications on the nature of a four-year term appointment:

- The lifetime limit applies to one or a combination of term appointments totaling four years (e.g. 1 four-year, or 2 two-year appointments, or any other combination totaling 4 years).
- A staff member who held term appointment(s) totaling 4 years may not be re-employed under a future term appointment, regardless of the length of the break in service.
- Service under the following appointments does not count toward the four-year maximum: the old "Fixed Term" or "Local Fixed Term"; ESWOP (External Service Without Pay); LWOP (Leave without Pay); Coterminal appointments.
- ESWP (External Service with Pay) does count toward the four-year maximum.

From the foregoing, it is plain that the Applicant could not have been given a further Term appointment. It is also clear that the expiration of the maximum limit of four years on Term appointments did not, by itself, generate an entitlement to an Open-Ended appointment. The Bank may, in other words, simply let the Fixed-Term appointment lapse in accordance with its terms. It is also noteworthy that under the above issuances, service under "the old 'Fixed Term' or 'Local Fixed Term'" or "ESWOP (External Service Without Pay)" does not count toward the four-year maximum. In sum, the Tribunal does not consider that the Applicant has shown any violation of Staff Rule 4.01, para. 2.01(d).

29. The Tribunal now turns to the Applicant's second contention, that the GEF management gave him assurances that his Fixed-Term appointment would be converted to an "open-ended appointment," and that he relied on those assurances.

30. The Tribunal has had several occasions in the past to consider claims by staff members serving on Fixed-Term, Term or Temporary appointments to have their appointments extended or regularized. In *Kopluku*, Decision No. 299 [2003], para. 9, the Tribunal explained the governing principles in the following manner:

The legal principles that govern this case have been well established in the jurisprudence of the Tribunal. A staff member appointed to serve for a fixed period is not entitled, absent unusual circumstances, to the extension or renewal of that appointment. Staff Rule 7.01, para. 3.01, states: "A staff member's

appointment shall expire on the completion of an appointment for a definite term, as specified in the staff member's letter of appointment, or as otherwise amended." As the Tribunal has held before, in *Mr. X*, Decision No. 16 [1984], para. 35: "A fixed-term contract is just what the expression says: it is a contract for a fixed period of time." Accordingly, the Bank need not provide reasons for the non-reappointment of a person serving for a temporary and fixed term. "Absent unusual circumstances, the individual should be fully aware of the reason why his or her appointment does not continue beyond the stipulated date: because the parties so agreed and have stipulated to that effect in the employment contract." *McKinney*, Decision No. 187 [1998], para. 10.

The applicable principle is that the Bank has discretionary authority to grant the holder of a Fixed-Term appointment a further contract. That discretionary authority to renew or not to renew a contract at the expiration of its predetermined date is not, however, absolute and unlimited; it may not be exercised in an arbitrary manner. (*Barnes*, Decision No. 176 [1997], para. 10.)

31. The nature of applicable limitations was indicated by the Tribunal in *Carter*, Decision No. 175 [1997], para. 15: the decision not to renew or extend a contract may not be based "on considerations unrelated to the functioning of the institution, such as racial discrimination."

32. Another kind of restriction upon the Bank's discretionary authority to renew or extend, or not, a Fixed-Term contract arises when circumstances are shown which reasonably warrant the inference by a staff member that the Bank in fact made a promise to extend or renew his or her appointment "either expressly or by unmistakable implication."

33. In *Carter*, at para. 13, the Tribunal stated that "there may be something in the surrounding circumstances which creates a right to the renewal of a [Fixed-Term] appointment." That "something" should in principle be constituted by, on the one hand, a promise, express or implied, to extend or renew on the part of the Bank and, on the other hand, reliance thereon or acceptance of such promise on the part of the staff member. (See, e.g., *Degiacomi*, Decision No. 213 [1999], para. 28; *Visser*, Decision No. 217 [2000], para. 35.) Absent such circumstances, the Tribunal in *Kopliku*, at para. 10, expressly noted that

simply performing to an expected level of performance does not entitle a staff member on a Fixed-Term contract to renewal or extension. As the Tribunal concluded in *McKinney*, Decision No. 187 [1998], para. 16: "Whenever a person is initially employed by the Bank, it is assumed that his or her performance will prove to be satisfactory. Performing at that level cannot reasonably give rise to an expectation of greater employment rights than those expressly provided in the contract of employment." (Emphasis added.)

34. Thus, it becomes essential to assess the evidence to determine whether the Bank truly "made a promise to extend or renew [the Applicant's] appointment either expressly or by unmistakable implication." (*Schlemmer-Schulte*, Decision No. 316 [2004], para. 30.)

35. The evidence clearly reflects the following circumstances. Firstly, the Applicant's December 13, 1996 contract stated that the appointment would "terminate at the end of that period [of two years]" His December 15, 1998 contract specified that the Applicant would be "Term staff until 15 December 2001." Nothing in these contracts or appointments would sustain the Applicant's claim, absent a subsequent written contract of extension or renewal. There was no such subsequent contract of extension or renewal upon the arrival of the end date (as adjusted by the Applicant's ESWOP with the UNEP in Paris).

36. Secondly, during the Applicant's ESWOP in Paris, he was informed by his superior in Washington that extension or renewal of his Fixed-Term contract was a matter that would be resolved at the end of his Term contract.

37. On February 11, 2003, less than two months after the Applicant returned to service with the Bank in Washington, the CEO and Chairman, GEF, explicitly rejected the Applicant's statements that he had been given assurances by the CEO and Chairman of "contract conversion" upon expiration of his Fixed-Term contract. The CEO and Chairman sent an e-mail to the Applicant on February 11, 2003, to the following effect:

This is to reiterate what I said to you in your office a few minutes ago. *At no time did I promise you or give you assurance about "contract conversion."* When you asked my advice while you were debating with your government whether you would continue in the GEF on secondment or resign your government position, I made it very clear that it's your decision and yours only – I could only be a sounding board. And when you asked my assessment of future career potential in the GEF and the Bank, I said, given your talent and provided that you continue a high-level of productivity, I could not imagine that you would not have a good prospect in either institution.

Before you went on leave you asked me about the prospect for an open-ended arrangement. I said that is something that would be considered on its merits when the time comes and that the "Sector Board" would have a say in it as well.

Your concerns regarding ESWOP, advances, and pension are a matter between you and HR. They relate to HR rules and there is nothing that GEF management can do to change them or their outcome. You need to have your discussions with them and not with us. Simply put, as I said, "you need to knock on the right door."

I hope *this lays the matter of "promises"* and what GEF management can and will do *to rest once and for all.* (Emphasis added.)

38. On April 2, 2003, the CEO and Chairman, responding once more to the repeated statements of the Applicant about having been assured of an Open-Ended contract, denied once more that he had ever given the Applicant any such assurances:

I have not made any promises or assurances to you about your continuing employment in the GEF or the Bank. Rather, I have consistently encouraged you to do your best, stating that doing so would be the best to help your pursuits, wherever they might take you.

Your current 3-year contract is set to expire in January, 2004. Now, 9 months in advance of that date, no commitments have been or will be made about your continuing employment in the GEF. As has been explained to you, I do not wish to restrict the ability of my successor to plan flexibly with the human resources available. As you know, we have always tried to keep a very agile workforce in GEFSEC, since we are a small group and our work program does change over time.

While I understand your desire for certainty concerning your future, I regret that *I cannot provide you with more certainty at this time. As you have been aware throughout your tenure at the GEF, a term appointment does not provide certainty beyond its term.* (Emphasis added.)

39. Finally, on September 17, 2003, four months before the expiration of the Applicant's contract, the new CEO and Chairman of GEF sent an e-mail to the Applicant expressly advising him that his Term appointment would be allowed to expire under its own terms. Since no extension or renewal contract would be issued, the new CEO and Chairman stressed to the Applicant that the latter should concentrate on his job search for other positions in the Bank or elsewhere:

Since my arrival, I have had some time to consider the evolving business needs of the Secretariat and to initiate some changes and recruitment to better align our staffing situation with those needs. As part of that process, I have carefully considered the specific views you expressed at our meeting on August 21, 2003 concerning your own work in the Secretariat. I have also had time to seek out the views of key staff on these and related matters. *Having now had the opportunity to take account of the overall situation, I have decided that it would be in the best interest of the GEF Secretariat that I allow your term appointment to expire under its own terms on January 5, 2004.*

But I want you to know that I have also worked through the good offices of Hans Berggren to engage the Human Resources Department on ways we can best help you adjust to this situation. As a result, I would like you to take time remaining on your contract to *concentrate on your job search.* I have also asked Mr. Berggren to work with you directly on any other resources the Bank may be able to offer to *facilitate your*

search for positions inside the Bank or with partner agencies. (Emphasis added.)

40. The Applicant has not presented any evidence to counter the series of express denials of any assurances to the Applicant with respect to an Open-Ended appointment upon termination of his Fixed-Term contract. Moreover, the Applicant has presented no evidence that could lead the Tribunal to believe that the decision of the CEO and Chairman, GEF, to allow the Applicant's Fixed-Term appointment to expire under its own terms, was based upon racial or other discrimination not relevant to the performance of the Applicant's duties and functions as an Environmental Specialist in the GEF.

41. The Applicant has insisted that he has been the target of a long-standing, wide-ranging and "very corrupt" conspiracy on the part of superiors inside the Bank and other persons outside the Bank, including several sovereign Member States of the Bank, to inflict harm and prejudice upon him and his professional career. He has, however, presented no evidence beyond his own assertions that such a conspiracy existed and that denial of contract renewal was a consequence of that conspiracy.

42. The Applicant asked the Department of Institutional Integrity (INT) of the Bank to investigate his charges against his managers in the Bank. He also requested the Tribunal to forward his requests for investigation to the Ombudsman of the Bank and the Office of the President of the Bank, as well as to certain agencies of certain Member States of the Bank. The INT Office, the Office of the Ombudsman and the Office of the President of the Bank are already aware of the Applicant's requests for investigation, since he had earlier written to them himself. The Applicant's Reply to the Respondent's Answer on the Merits was sent to the Tribunal "via [the] Director, Integrity Office of the World Bank." It is not, however, the duty of the Tribunal to furnish copies of any pleading of the Applicant to criminal investigation agencies of Member States of the Bank. The Applicant may communicate with those Member States on his own, if he so wishes. The task of producing evidence to sustain his claims before the Tribunal belongs to the Applicant.

43. In sum, the Applicant's claim of wrongful termination of his appointment by the Bank by arbitrary denial of contract renewal has not been substantiated, and accordingly must be denied.

The Claim that the Applicant's 2003 OPE Is Unfair and Discriminatory

44. The Applicant claims that the Bank acted unfairly and arbitrarily in evaluating his performance and behavior in his 2003 OPE. The Applicant contends that the GEF management failed to clarify the scope of his assignments during the OPE review period (i.e., January 1 to March 31, 2003). In testifying before the Appeals Committee in Appeal No. 1297, he said that management had failed to inform him of the results expected from him and to be delivered by him, and that he had not been given a chance to discuss the expected deliverables with his manager, the Assistant CEO, GEF. The Applicant also contends that since the regular performance evaluation period is one year, and since he had returned to Washington only in January 2003, the OPE evaluation period of January to March 2003 was too short to provide a basis for a fair assessment.

45. The record in the present case does not support the Applicant's contentions. On November 15, 2002, shortly before his return to the Bank in Washington in January 2003, the Applicant's manager, the Assistant CEO, provided him in writing with the general scope of his work assignments, which were: "support of the private sector strategy"; "support of the [Monitoring & Evaluation] review"; and review of the "projects and concepts in OP # 12." The persons to whom the Applicant had to report in respect of each of his three principal assignments were also identified. This same letter in effect identified the results expected from the Applicant, and these were in the same three areas that were evaluated in the Applicant's OPE.

46. That the period covered by his 2003 OPE was limited to January through March 2003 was a result of the Applicant's own request, because he had felt the need of an OPE in connection with his search for another job within the Bank outside the GEF. The brevity of his OPE period was not, in other words, the result of a deliberate cutting short of the period of work that was subjected to review and evaluation.

47. The Applicant's 2003 OPE was the result of evaluations by the three managers with whom he worked in

carrying out his three assignments. These managers spent a substantial amount of time discussing his performance and meeting with him to provide him with feedback about his work and behavior. Once more, the Applicant has not provided any basis for holding that his 2003 OPE was affected by any “retaliation,” “arbitrariness” or “unfairness.” The Tribunal concludes that there is no evidence to support the Applicant’s claim.

The Claim that Rejection of the Applicant’s Application for an Alternative Position in the Bank Was Affected by Discrimination and Arbitrariness

48. The third claim of the Applicant is that the Bank acted in an arbitrary and discriminatory manner in ignoring the Applicant’s application for the staff position of Senior Monitoring and Evaluation (M&E) Specialist which had been advertised in early 2003, despite the fact that the Applicant was the most experienced candidate. The announced opening for a Senior M&E Specialist in the GEF attracted 263 applications. These applications, which included that of the Applicant, were reviewed by three staff members who thereafter prepared a shortlist. The Applicant’s application was among those reviewed, and data about him was included in a spreadsheet together with data from all the other candidates. The Applicant did not make the shortlist. The Applicant’s view that he was the best of the 263 candidates was not shared by those making the decision to fill the position. Clearly, the competition for that single position was very keen. The Applicant has not presented any evidence that would warrant the Tribunal finding any discrimination or abuse of discretion on the part of the Bank managers in selecting someone other than the Applicant for that lone position.

49. The Tribunal has had occasion in the past to deal with claims that the failure to select an applicant for a particular position was attended by abuse of discretion. In *Riddell*, Decision No. 255 [2001], para. 23, the Tribunal noted:

With regard to decisions to select staff members for positions, the Tribunal has held:

[A] decision by the Bank to select a staff member for a particular position rests within the Bank’s discretion, and may be overturned by the Tribunal only when it concludes that this discretion has been abused. “The Administration’s appraisal in that respect is final, unless the decision constitutes an abuse of discretion, being arbitrary, discriminatory, improperly motivated or carried out in violation of a fair and reasonable procedure,” *Suntharalingam*, Decision No. 6 [1981], para. 24. The Tribunal will not set aside a decision by the Bank unless it was “reached in an arbitrary manner, involving, for example, unfairness, failure to allow the Applicant to state his case, or other departures from established procedures, bias, prejudice, the taking into consideration of irrelevant factors or manifest unreasonableness,” *de Raet*, Decision No. 85 [1989], para. 67.

(*Jassal*, Decision No. 100 [1991], para. 30.) It is clear from the above jurisprudence, that no staff member has a right to be selected to a particular position or to be included in a list of candidates for a position. *The decision to select an applicant for a particular position, or to include him or her in a list of candidates, is discretionary and the Tribunal will not overturn such a decision unless it finds that it is tainted by bias or abuse of discretion.* (Emphasis added.)

50. In the present case, there was open competition for the Senior M&E Specialist position. The Applicant’s application was duly examined along with the 262 other applications. The fact that he was not shortlisted for an interview cannot, by itself, be regarded as evidence of unfair and arbitrary evaluation. (See *Madabushi*, Decision No. 257 [2001], paras. 59-61.)

Decision

For the above reasons, the Tribunal decides to dismiss the application.

/S/ Elizabeth Evatt
Elizabeth Evatt
President

/S/ Nassib G. Ziadé
Nassib G. Ziadé
Executive Secretary

At Washington, DC, November 4, 2005