



## **Introduction**

1. The Applicant filed the current Application on 28 May 2014 on behalf of his

Case No. UNDT/NBI/2014/044

Judgment No.: UNDT/2014/065

- (b) Any former staff member of the United Nations, including the United Nations Secretariat or separately administered United Nations funds and programmes;
- (c) Any person making claims in the name of an incapacitated or deceased staff member of the United Nations, including the United Nations Secretariat or separately administered United Nations funds and programmes.

12. Accordingly, the Tribunal is only competent to hear complaints filed by staff members, former staff members or persons making claims in the name of an incapacitated or deceased staff member under article 3 of the Statute.

13. The Preamble of the Special Service Agreement signed by JNK on 3 July 1998 included the following clause:

#### STATUS OF THE SUBSCRIBER

The Subscriber shall be considered as having the legal status of an independent contractor. The Subscriber shall not be considered in any respect as being a staff member of UNDP.

14. Additionally, paragraph 10 of the Special Service Agreement stipulated the following:

Any dispute arising out of or in connexion with this agreement shall be submitted to arbitration in New York by a single arbitrator agreed to by both parties, if attempts at settlement by negotiation will have failed [...].

15. In *Turner* UNDT/2010/170, the Tribunal stated that:

It is clear r 9mitted to arbitration in

16. In *Ndjadi* UNDT/2011/007, the Applicant similarly held a special service agreement. The Tribunal dismissed the application after concluding that:

18. [T]he Tribunal is competent to hear complaints filed by United Nations staff members (international civil servants) under Article 3 of the Statute above. What must be determined, therefore, was whether, contractually speaking, the Applicant had the status of an international civil servant.

19. In his application, the Applicant stated that he had been hired by UNDP on a service contract [...and the] rules in this case ... indicate that persons recruited under this type of contract are not subject to the Staff Rules and do not have international civil servant status. Further, it is clear from the model service contract form that the contract is actually a memorandum of understanding between UNDP and the signatory to the serv

**Decision**

20. The Tribunal concludes that the Application is manifestly inadmissible and is therefore struck out in its entirety.

*(Signed)*

Judge Vinod Boolell  
Dated this 17<sup>th</sup> day of June 2014

Entered in the Register on this 17<sup>th</sup> day of June 2014

*(Signed)*

Abena Kwakye-Berko, Registrar, Nairobi