

P.
v.
WIPO

131st Session

Judgment No. 4376

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Mr M. P. against the World Intellectual Property Organization (WIPO) on 3 January 2019 and corrected on 5 February, WIPO's reply of 14 May, the complainant's rejoinder of 2 September, corrected on 26 September 2019, and WIPO's surrejoinder of 6 January 2020;

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 challenges WIPO's alleged failure to take appropriate measures to protect him under its Whistleblower Protection Policy after he had made a report of misconduct.

In September 2011 the complainant was recruited by WIPO under a Special Service Agreement (SSA) for a period of three weeks as a consultant-investigator in the Investigation Section of the Internal Audit and Oversight Division (IAOD). After a short contract break, he was granted a second SSA contract, which expired in December 2011. A few months later, he was again offered work in IAOD, under a Special Labour Contract (SLC) covering the period from 12 March 2012 to 3 March 2013. The complainant was not satisfied with the terms of this offer, as the proposed remuneration corresponded to the P-3 level, whereas he considered that it ought to be at the P-4 level, having regard

to the duties he would be performing. However, the Human Resources Management Department (HRMD) determined that his professional experience did not meet the requirements for a P-4 position, and he eventually agreed to a remuneration level corresponding to P-3, step 4, which was slightly higher than the initial offer.

In December 2012, in the context of an Organization-wide process aimed at converting short-term contractual arrangements into temporary staff appointments, WIPO offered to convert the complainant's SLC into a temporary staff appointment at the P-3 level. The Director of IAOD wrote to the Director of HRMD on 6 December 2012 arguing that the new contract should be at the P-4 level, because the functions that the complainant was performing were identical to those of another post in IAOD (the post of Senior Investigation Officer), which was graded at the P-4 level, and because, in his view, the complainant's qualifications and experience justified recruiting him at that level. However, HRMD maintained that the complainant did not meet the requirements for appointment at the P-4 level and confirmed that the conversion of his contract would therefore be processed at the P-3 level. In the event, the complainant refused the offer of conversion.

In February 2013 WIPO published a vacancy announcement for the position of Senior Investigation Officer in IAOD. This was a temporary position at the P-4 level. The complainant applied for the position and, after taking a written test, was interviewed by a selection panel comprising the Director of IAOD, the Head of the Investigation Section, and an officer from HRMD. In the meantime, as the complainant's SLC contract was due to expire, the Director of IAOD asked HRMD to issue him an SSA contract, stating that IAOD needed the complainant's assistance until the recruitment process for the Senior Investigation Officer position had been completed. The complainant was granted an SSA contract for the period from 4 to 26 March 2013.

On 27 March 2013 the complainant was offered another SSA contract, commencing on 8 April, which he accepted. A few days later, he was informed by HRMD that, following a decision by the selection panel, a new vacancy announcement for the position of Senior Investigation Officer had been published, but his existing application would automatically be considered in this new recruitment process. When the complainant enquired as to the reasons for this decision, he was told by the Head of the Investigation Section that the initial announcement

had not yielded a sufficient number of candidates meeting the formal requirements of the position. The complainant was granted two further SSA contracts in May 2013, after which he was unemployed for approximately two and a half months.

On 24 June 2013 the Director of IAOD offered the complainant a three-month SSA contract commencing on 1 August 2013. Two days later, the complainant was informed by HRMD that the second vacancy announcement for the position of Senior Investigation Officer had been “cancelled”. On 12 July 2013 the Director of IAOD informed the complainant that the Director General had requested that he be employed for a period of six months. Consequently, he offered the complainant a six-month temporary appointment, at grade P-3, in the Audit Section of IAOD, instead of the SSA contract that had previously been envisaged. The complainant again requested that the appointment be at the P-4 level, but HRMD maintained that the offer was for a P-3 role. It did, however, agree to grant him two additional salary steps in recognition of his experience, and the complainant accepted the appointment at the P-3 step 6 level. He took up his duties on 7 August 2013.

On 19 August 2013 the P-4 Senior Investigation Officer position was advertised for the third time. The complainant’s original application was again automatically included in the selection process.

In a letter of 22 August 2013 addressed to the Chair of the WIPO Coordination Committee and copied to the Director General, the complainant alleged that the Director of IAOD had failed to disclose material information to the Internal Audit and Oversight Committee relating to two complaints targeting the Director General that were being investigated by IAOD. According to the complainant, this failure “raise[d] questions regarding the independence, objectivity and integrity of the Director [of] IAOD”. Referring to Staff Regulation 1.7, the complainant asked to be granted whistleblower protection. He also mentioned that he believed he had already been retaliated against by the Director of IAOD because of his knowledge of the events described in his letter. By way of example, he pointed to the “cancelling” in May 2013 of the competition for the position of Senior Investigation Officer for which he had applied.

Having met with the Chair of the WIPO Coordination Committee on 2 September 2013, the complainant received a letter from the Director General, dated 10 September 2013, replying to his letter of 22 August.

The Director General wrote: “[...] I should like to confirm that the Organization will extend whistleblower protection to you”. He also indicated that, because the matters raised in the complainant’s letter might be perceived as concerning him personally, he had recused himself and had delegated responsibility for following up on these matters to the Assistant Director General for Administration and Management (Mr S.).

On 6 October 2013 the complainant took another written test as part of the ongoing selection process for the Senior Investigation Officer position. This time, however, he was not invited for an interview following the written test. On 7 October 2013 he met with Mr S. to discuss the matters raised in his letter of 22 August. Later that month, he told Mr S. that the secretary of the Director of IAOD had shown him the results of his written test, which ranked him near the bottom of the list of candidates. He asserted that although the tests were anonymous, the Director of IAOD, who was one of the officials who had marked them, could easily have recognised his writing style and had deliberately given him a low score in order to exclude his candidature.

In December 2013 WIPO published a vacancy announcement for the position of Head of Investigation, at grade P-5. The complainant applied for this position on 27 January 2014, shortly before his temporary appointment expired. In February 2014 Mr S. informed the complainant that WIPO had engaged external investigators to conduct a preliminary evaluation of the allegations of misconduct contained in his letter of 22 August 2013. The complainant was interviewed by the investigators on 24 March 2014.

In an email of 29 April 2014, the complainant asked the Director of HRMD why he had not yet been invited to sit the written test for the competition for the position of Head of the Investigation Section. The following day, he wrote to Mr S. alleging that the Director of IAOD had deliberately excluded him from that competition on the basis that he was an external candidate. The complainant pointed out that this was incorrect because he had been working for WIPO at the time of his application and, in any case, he was aware that at least one other external candidate had already sat the written test. The complainant concluded that this was a further act of retaliation on the part of the Director of IAOD, aimed at preventing him from pursuing a career at WIPO. On 7 May 2014 he received an email from the Director of HRMD responding not only to his enquiry of 29 April but also to his letter of

30 April addressed to Mr S., which the latter had forwarded to her. She firmly denied that the complainant had been excluded from the competition on the basis that he was an external candidate and assured him that his candidature had been carefully considered.

In May 2014 the complainant was granted an Individual Contractor Services (ICS) contract in the Administration and Management Sector for the period from 12 May to 30 July 2014. In a letter of 14 June 2014 to the Director General, he stated that he had lost confidence in the ability of Mr S. to implement the whistleblower protection extended to him, and he requested that this responsibility be assigned to another senior official. He referred in particular to the fact that Mr S. had forwarded his letter of 30 April to the Director of HRMD, despite the fact that it was clearly marked confidential, and said that he had been informed that the Director of IAOD had also received a copy.

On 29 August 2014 the complainant asked Mr S. to provide him with a copy of the report produced by the external investigators, if completed. From October to December 2014 he worked for WIPO on a part-time basis under another ICS contract. On 15 October he wrote to Mr S. again, reiterating his request for information on the status of the investigation. However, Mr S. informed him by letter of 11 November 2014 that, “because of a perceived conflict of interest”, he had recused himself and the Director General had delegated responsibility for following up on the matters raised in his letter of 22 August 2013 to the Deputy Director General, Brands and Designs Sector (Ms W.).

On 13 November 2014 the complainant wrote to Ms W. requesting information on the investigation. That same day Ms W. replied that she would revert to him in due course, if need be. After a three-month break, the complainant was granted a third ICS contract, from 2 March to 15 August 2015. On 2 April he sent a reminder to Ms W. concerning his request for information on the investigation, but Ms W. replied on 5 May that she too had recused herself from the matter, “for reasons beyond [her] control”. She informed the complainant that the Assistant Director General in charge of the Global Issues Sector (Mr G.) would now be dealing with the follow-up to his letter of 22 August 2013. The Director of IAOD resigned at the end of April 2015.

The complainant met with Mr G. on 27 May 2015. In August he asked Mr G. to provide him with a copy of the external investigators’ report, to no avail. He left WIPO on 15 August when his contract expired,

but in January 2016 WIPO offered him a six-month temporary staff appointment at grade P-3, which he accepted. A second meeting between the complainant and Mr G. took place on 15 April 2016.

By a letter of 23 June 2016 addressed to the Director General, the complainant requested a review of what he described as Mr G.'s "decision [...] not to acquiesce to [his] request for a solution to [his] precarious professional situation and to provide [him] with a copy of the [...] investigation report into the allegations [he] reported on August 22, 2013". His temporary appointment ended a few weeks later, but he returned to WIPO in November after having competed successfully for a Senior Investigator position, which was a one-year temporary appointment. On 18 November 2016, having received no reply to his request for review, he lodged an appeal with the WIPO Appeal Board.

On 10 March 2017, while the proceedings before the Appeal Board were ongoing, Mr G. sent an email to the complainant in which he explained that there had never been any preliminary assessment of the allegations of retaliation contained in his letter of 22 August 2013, as the external investigators had only been mandated to examine his "whistleblower allegations". He invited the complainant to submit his allegations of retaliation to the Chief Ethics Officer, in accordance with the applicable procedure. Mr G. also stated that there had been no follow-up on the complainant's allegations of possible wrongdoing on the part of the Director of IAOD since the completion of the preliminary evaluation by the external investigators in 2014. He informed the complainant that he had forwarded the investigators' report to the new Director of IOD (IAOD became the Internal Oversight Division – IOD – in September 2014), who would determine whether a full investigation was warranted. In the event, a full investigation was subsequently conducted.

The complainant contacted the Chief Ethics Officer in April 2017. In February 2018, she decided to refer his allegations of retaliation to IOD, which in turn mandated another firm of investigators to conduct a preliminary evaluation. The complainant was interviewed by these investigators in April 2018.

The Appeal Board issued its conclusions on the complainant's appeal on 4 May 2018. Although WIPO had suggested that the Board might wish to consider suspending its proceedings pending the outcome of the evaluation of the allegations of retaliation, the Board decided to

proceed with its examination of the appeal, particularly in view of the time that had already elapsed since the allegations were made. The Board noted that six events had been cited by the complainant as examples of the alleged retaliation by the Director of IAOD: the offer of an SLC contract in 2012 with a salary corresponding to grade P-3 rather than P-4; the offer to convert his SLC contract to a temporary staff appointment at grade P-3 and not P-4; his unsuccessful application for the position of Senior Investigation Officer; the issuance of an SSA contract for a very short period in March 2013; the grade of the temporary staff appointment offered to him in July 2013 (P-3); and his unsuccessful application for the position of Head of the Investigation Section. It found that none of these events evidenced retaliation or any other irregularity and therefore concluded that the complainant was not entitled to the compensation that he claimed for the difference between the remuneration received under his various contracts in 2012 and 2013 and the P-4 level remuneration to which he considered himself to be entitled. With respect to the implementation of whistleblower protection, the Board noted that the wording of the Director General's letter of 10 September 2013, stating "the Organization will extend whistleblower protection to you", could have been clearer as to when and under what conditions such protection would be granted. It found that the disclosure to the Director of IAOD of the complainant's letter of 30 April 2014 constituted a violation of the Organization's obligation to protect him as a whistleblower, but it noted that WIPO had expressed its willingness to pay him compensation on this account, as well as for the delays in dealing with his whistleblower report and complaint of retaliation. Regarding the complainant's request for a copy of the investigation report, the Board found that according to the relevant provisions of WIPO's Investigation Manual, he was not entitled to receive this unless and until its disclosure was authorised by the Director of IOD or by the Director General. Lastly, the Board found that although the complainant's reputation might have been damaged as a result of media publications by third parties, there was no basis on which WIPO, which could not have prevented these publications, could be held liable to pay compensation for such damage. On the basis of these findings the Board recommended that the Director General should pay the complainant reasonable compensation for the delays in the handling of his whistleblower report and complaint of retaliation, and for the failure to preserve his anonymity as a whistleblower, but that the remainder of the appeal should be dismissed. The Board did,

however, make a more general recommendation to the effect that communications extending whistleblower protection should in future be more specific as to when and under what conditions protection would be provided.

In August 2017 the Chief Ethics Officer sent the complainant a copy of the report produced by the external investigators following their preliminary evaluation of his allegations of retaliation. By a letter of 27 August 2017, Mr G. informed him that, in light of that report, which had found no evidence of retaliation, he had decided to close the matter.

By a letter of 8 October 2018, the Director General informed the complainant that he had decided to adopt the recommendations of the Appeal Board in their entirety and to award him 100,000 Swiss francs in compensation. That is the impugned decision.

The complainant asks the Tribunal to set aside the impugned decision and to order the payment of all salaries, allowances and other benefits, including pension and medical insurance contributions, that would have accrued to him since 3 March 2013, calculated at the P-4 level and taking into account any within-grade step increments, with 5 per cent interest on arrears, after deduction of any occupational earnings received by him during the same period. He also seeks an order enabling him to contribute to the United Nations Joint Staff Pension Fund (UNJSPF) for the period from 12 March 2012 to 3 March 2013, with the Organization paying its share of the corresponding contributions. He claims 100,000 Swiss francs in compensation for damage to his reputation, and the same amount for loss of career prospects and opportunities. He asks to be granted a two-year fixed-term contract as a staff member, in a position matching his skills, qualifications and experience, at a grade to be determined in consultation with him. Lastly, he seeks an award of punitive damages.

WIPO asks the Tribunal to dismiss the complaint as irreceivable in part and unfounded in its entirety.

CONSIDERATIONS

1. The complainant impugns the decision, dated 8 October 2018, in which the Director General accepted the Appeal Board's recommendation to pay him reasonable compensation for the way in which his whistleblower report and allegations of retaliation were handled, as well as for failure

to preserve his anonymity as a whistleblower. The Director General awarded the complainant 100,000 Swiss francs stating that he was guided by the Tribunal's case law and that he considered that amount to be more than reasonable.

2. In the impugned decision, the Director General also accepted the Appeal Board's recommendation to specify in relevant communications when and under what conditions whistleblower protection is to be accorded to staff members, as well as its recommendation to dismiss the rest of the complainant's internal appeal. The Director General also extended an apology to the complainant for the manner in which the allegations that he had raised in his letter of 22 August 2013 were handled by the Administration until steps were taken in 2017 to actively address them. The Director General further stated that inasmuch as he had accepted the Appeal Board's recommendations, it was unnecessary for him to reach a conclusion as to whether some of the complainant's claims were receivable, but that WIPO reserved its right to contest those claims should the complainant file a complaint with the Tribunal.

3. In his complaint, the complainant submits that the sum awarded to him in the impugned decision is sufficient to cover the moral damages that he suffered. However, he seeks additional compensation from WIPO, among other things, corresponding to the remuneration (including salary, benefits and allowances) he would have received since 3 March 2013 had he been employed by WIPO on a continuous basis at the P-4 level under contractual arrangements that included participation in the UNJSPF and in WIPO's medical insurance scheme, with interest at the rate of 5 per cent, deducting any occupational earnings received during the same period. These claims are rejected.

4. The complainant's claim to be granted compensation corresponding to the remuneration he would have received had he been employed continuously at the P-4 level since 3 March 2013 is based, implicitly, on the assumption that WIPO's duty to protect him against retaliation under the Whistleblower Protection Policy required it to ensure his continued employment during that entire period. However, as the complainant points out in his submissions, his allegations of retaliation "concerned in the main [his] being denied fair consideration as part of selection processes". During the period in question, the complainant

was employed under temporary contracts punctuated by frequent contract breaks. Those various contracts ended because they expired according to their terms. Although the complainant might have secured continued employment had he been selected for one of the positions in IAOD for which he had applied, there is no direct causal link between the periodic breaks in his employment relationship with WIPO and the rejection of his candidature for those positions. Thus, even if the concerns raised by the complainant concerning possible retaliation by the Director of IAOD in the context of recruitment processes had been justified, appropriate protective measures under the Whistleblower Protection Policy would not necessarily have involved renewing the complainant's temporary contracts upon their expiry so as to ensure his continued employment. For these reasons, an award of compensation which would, in effect, retroactively redefine the complainant's contractual relationship with WIPO since 2013 without any legal basis, is unfounded.

5. The complainant's claim for an order enabling him to contribute to the UNJSPF for the period from 12 March 2012 to 3 March 2013 relates to a contractual situation prior to his whistleblower report and is therefore outside the scope of this complaint.

6. As to his claim to be granted a fixed-term contract, the complainant points out that the Director General stated that whistleblower protection would be extended to him but it was not actually accorded. He insists that he should have been accorded interim protection and that WIPO ought to have safeguarded his interests by ensuring his continued employment pending the investigation of his allegations. He specifically seeks a two-year fixed-term contract in a position matching his skills, qualifications and experience, "commensurable in terms of grade to the incurred loss of chance for career advancement at the most senior level in and outside WIPO [...] to be determined following appropriate consultation with [him]". The complainant's claim to be granted a fixed-term contract is rejected, first, because the Tribunal has no competence to make such an order. The appointment of the staff members of an international organization is within the exclusive power of the appointing authority of the organization concerned. Secondly, in an international organization where, as a rule, appointments are to be made following a competitive recruitment process, the granting of an appointment cannot be an appropriate form of compensation, because it infringes the rights of

other persons who would otherwise have been entitled to compete for the subject position.

7. The pivotal question, then, is whether the complainant should be awarded compensation additional to the 100,000 Swiss francs that the Director General had awarded him. He contends that he is entitled to additional compensation, among other things, for damage to his reputation, compensation for loss of career prospects and opportunities, and an award of punitive damages. At the outset, the Tribunal rejects the complainant's request for additional compensation to the extent that the complainant bases it on his claims for retaliation and for institutional harassment. His claim for retaliation is irreceivable, as WIPO submits. In March 2017, he was invited to refer his allegations of retaliation (contained in his whistleblower misconduct complaint) to the Chief Ethics Officer. That matter is the subject of an ongoing internal appeal against the Director General's decision to uphold the decision of 27 August 2018 to close the case. The complainant's claim of institutional harassment is also irreceivable for failure, pursuant to Article VII, paragraph 1, of the Statute of the Tribunal, to exhaust the internal means of redress that were available to him. This is because he had filed no prior complaint of harassment under Chapter XI of the Staff Regulations.

8. The scope of the impugned decision is limited to compensating the complainant for (a) the failure to deal with his whistleblower report and allegations of retaliation and (b) a breach of confidentiality. It correctly involves no recognition of any actual retaliation, which, as earlier indicated, is the subject of separate ongoing proceedings. The question is whether the sum which the Director General awarded the complainant sufficiently compensated him for (a) and (b), above, and for the alleged failure to take interim protective measures, which did not depend on the existence of proven retaliation. There is also the question of reputational damage, for which no compensation was awarded. In order to determine whether additional compensation is due because interim measures ought to have been taken and were not, the Tribunal will, as did the Appeal Board, consider the six events which the complainant had cited.

9. The first of the events cited was the award of an SLC contract in March 2012, for which the salary was lower than that which he expected. This circumstance, according to the complainant, was attributable to retaliation by the Director of IAOD. However, irrespective of whether the complainant's suspicion was well founded, the contract in question had already ended several months before the Director General informed him that whistleblower protection would be extended to him. It is difficult to see what useful steps, if any, could have been taken at that juncture to protect the complainant from retaliation with respect to the terms of that contract. This first event does not support a conclusion that additional compensation should be paid to the complainant on account of an alleged failure by WIPO to take interim protective measures.

10. The second event concerned the conditions of WIPO's offer to convert the complainant's SLC contract into a temporary staff appointment and, specifically, the fact that this offer was at the P-3 level rather than the P-4 level. This was evidently the result of a determination by HRMD based on ordinary recruitment criteria, so there is no obvious reason why any interim protective measure should have been taken to protect the complainant from possible retaliation. He had in fact refused the offer of conversion several months before he made his whistleblower report.

11. The third event relates to the recruitment process for the temporary position of Senior Investigation Officer, which was advertised three times. The file shows that the complainant's concerns regarding this recruitment process were in fact addressed by Mr S., who forwarded them to the Head of HRMD. In light of the response provided by the Head of HRMD, who explained in particular that the complainant's candidature had not been excluded on the basis that he was an external candidate, as he contended, and that the final shortlist had been agreed on by all members of the Selection Board, it was open to Mr S. to conclude that no interim protective measures were warranted in respect of the recruitment process in which the complainant was participating.

12. The fourth event concerned the duration of an SSA contract that the complainant was granted in March 2013. The Appeal Board found that although the Director of IAOD had not agreed to alter the terms of reference of a subsequent SSA contract, as requested by the complainant, he had agreed to extend the initial contract several times

to enable the complainant to complete the work assigned to him. This event does not provide evidence of failure on the part of WIPO to take interim protective measures.

13. The fifth event concerns the salary level of the temporary appointment that the complainant accepted in July 2013. According to him, the decision to offer the contract at the P-3 level was influenced by the Director of IAOD, who had been consulted on this matter by HRMD. Nothing in the pleadings suggests that there was anything unusual or inconsistent in the assessment by HRMD of the appropriate grade for this appointment. Accordingly, it cannot be concluded that interim protective measures should have been taken in this respect.

14. The sixth event concerns the complainant's unsuccessful application for the P-5 position of Head of the Investigation Section. The Director of IAOD was a member of the Appointment Board for this competition by virtue of his position as the hiring manager. Accordingly, the officials who were responsible for providing whistleblower protection to the complainant could reasonably have concluded that it would be inappropriate to exclude the Director of IAOD from the selection process at the outset, as an interim protective measure, solely on the basis of the fears expressed by the complainant. This is especially given that the candidates would ultimately be shortlisted by all members of the Board, and not only by the hiring manager.

15. Based on the foregoing conclusions, and without prejudice to the outcome of the ongoing internal proceedings concerning the decision to close the case on the complainant's allegations of retaliation, the Tribunal determines that the events relied on by the complainant as evidencing retaliation do not support a conclusion that additional compensation for loss of career prospects and opportunities should now be paid to him on account of an alleged failure by WIPO to take interim protective measures. For the same reasons, there is no basis on which to award the complainant punitive damages.

16. Concerning the complainant's claim for compensation for reputational damages, the Appeal Board considered, correctly, that WIPO could not be held liable for the reputational damage he might have suffered as a result of the publications by third parties of which it had

no prior knowledge and which it would, in any case, have been unable to prevent. Accordingly, this claim is unfounded.

17. In determining whether the Director General's award for the way in which the complainant's whistleblower report and allegations of retaliation were handled until steps were taken in 2017 to address them constituted adequate compensation, the Tribunal takes into account the fact that the delay in dealing with the latter was primarily due to the complainant's failure to follow the procedure set out in the Whistleblower Protection Policy. Paragraph 15(a) of the Policy reads, in relevant part, as follows:

“In order to benefit from the application of this Policy, individuals who have reasonable and demonstrable grounds to believe that retaliatory action has been or may be taken against them because they participated in an oversight activity or made a whistleblower report shall make a complaint in writing and forward all information and documentation available to them to support their complaint to the Ethics Office as soon as possible [...]”

18. The complainant considered it unnecessary to submit his allegations to the Ethics Office and did not do so until April 2017. However, the officials who were successively given the responsibility to follow up on the Director General's decision to extend whistleblower protection to the complainant did not draw his attention to the fact that the Policy required him to submit a complaint to the Ethics Office, whose broad mandate would have enabled it to take appropriate steps to address any reservations the complainant might have had as to possible conflicts of interest. WIPO has acknowledged that failure, which is one of the main reasons for its award of compensation. Against this background, the Tribunal concludes that the sum awarded to the complainant, which was also intended to compensate him for a breach of confidentiality in the handling of his whistleblower report, was adequate.

19. 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 11 December 2020, Mr Patrick Frydman, President of the Tribunal, Mr Giuseppe Barbagallo, Judge, and Sir Hugh A. Rawlins, Judge, sign below, as do I, Dražen Petrović, Registrar.

Delivered on 18 February 2021 by video recording posted on the Tribunal's Internet page.

PATRICK FRYDMAN

GIUSEPPE BARBAGALLO

HUGH A. RAWLINS

DRAŽEN PETROVIĆ