



UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES

Judgment No. 2025-UNAT-1577

Samaher Fakhouri
(Respondent/Applicant)

v.

Commissioner-General
of the United Nations Relief and Works Agency
for Palestine Refugees in the Near East
(Appellant/Respondent)

JUDGMENT

Before:	Judge Katharine Mary Savage, Presiding Judge Nassib G. Ziadé Judge Gao Xiaoli
Case No.:	2024-1972
Date of Decision:	27 June 2025
Date of Publication:	2 September 2025
Registrar:	Juliet E. Johnson

Counsel for Appellant: Stephen Margetts

Counsel for Respondent: Amer Abu-Khalaf, LOSA

JUDGE KATHARINE MARY SAVAGE, PRESIDING.

1. Ms. Samaher Fakhouri (the Respondent), who at material times was a staff member of the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA), contested UNRWA's failure to apply the rules set out in the Complementary Personnel Directive No. 1 (CPD/1) in Contracting of Individual Service Providers (ISP) in a fair, transparent and non-discriminatory manner.
2. By Judgment UNRWA/DT/2024/031 (impugned Judgment),¹ the UNRWA Dispute Tribunal (UNRWA DT) found that UNRWA had failed to apply the rules set out in the CPD/1 in the manner required and awarded compensation to Ms. Fakhouri.
3. The Commissioner-General of UNRWA (the Appellant) lodged an appeal of the impugned Judgment with the United Nations Appeals Tribunal (Appeals Tribunal or UNAT).
4. For the reasons set out below, the Appeals Tribunal grants the appeal and reverses the impugned Judgment.

Facts and Procedure

5. Ms. Fakhouri was employed by UNRWA as an area staff member on a fixed-term appointment as Associate Protection and Neutrality Officer (APNO), Grade 14, at Jordan Field Office (JFO).
6. Prior to March 2020, the position of Protection Mainstreaming Coordinator (PMC) in JFO was filled by an Individual Service Provider (ISP) contract at a cost of USD 5,500 per month. The PMC was responsible *inter alia* for protection coordination for Palestine Refugees in Syria (PRS).
7. In March 2020, Ms. Fakhouri was requested by the Acting Protection Team Leader, JFO, to be "the protection focal point for PRS file, P3 position".
8. On 27 May 2020, UNRWA published ISP Terms of Reference (ToR) for the Protection Coordinator position (the position), the "specific focus" of which was coordinating protection

¹ *Fakhouri v. Commissioner-General of the United Nations Relief and Works Agency for the Near East*, Judgment dated 30 September 2024.

services for PRS. The monthly remuneration advertised was USD 6,300 and the duration was “11 months, extendable”.

9. The ToR required *inter alia* as minimum qualifications and experience an advanced university degree from an accredited educational institution; a minimum of five years of relevant experience, with an international agency, United Nations agency, non-governmental, governmental, or civil society organization, of which two years has been in the field; and an excellent command of written and spoken English. Desirable qualifications for the post included two years international experience outside of an applicant’s home country; knowledge and understanding of the Palestine refugee situation in the political context of the Middle East and Jordan; experience with the Syrian Crisis response and protection-related issues pertaining to PRS in Jordan; and working knowledge of Arabic.

10. On 3 June 2020, Ms. Fakhouri applied for the position.

11. On 23 June 2020, the Protection Team Leader formally assigned Ms. Fakhouri the PRS duties in addition to her duties in her APNO role, which additional duties were to continue until the new Protection Coordinator was hired.

12. From a recruitment report dated 21 September 2020, it was apparent that 102 candidates had applied for the Protection Coordinator position. Ms. Fakhouri was one of 16 candidates invited to take an assessment test on 23 August 2020. Ms. Fakhouri scored 59.5 out of 100, the fourth-highest score on the test. Ms. Fakhouri and five other candidates who scored 59 or above were invited to a competency-based interview on 16 September 2020. The interview assessed the candidates on three competencies. Ms. Fakhouri was evaluated to have “fully met” two competencies and “partially met” the third competency.

13. One candidate was found to have fully met all three competencies and was recommended by the interview panel as the “first-selected” candidate for the post. Ms. Fakhouri and another candidate scored equally on the interview. As the other candidate had scored 0.5 point higher on the test, she was recommended as the “second-selected” candidate, with Ms. Fakhouri recommended as the “third-selected candidate”. No other candidates were recommended for appointment to the position.

14. On 24 September 2020, the Director of UNRWA Affairs, Jordan (DUA/J), approved the interview panel’s recommendations.

15. On 1 October 2020, the first-selected candidate assumed the role of Protection Coordinator at a compensation rate of USD 6,300 per month. She resigned effective 6 November 2020. As a result, UNRWA offered the second-selected candidate the position but she declined it. The process was then initiated to urgently appoint Ms. Fakhouri to the position. On 27 October 2020, the Human Resources Specialist (HRS), Headquarters Amman, informed the Human Resources Associate, JFO (HRA/JFO), that Ms. Fakhouri “could not be contracted as an international ISP” because “international positions require at least 2 years international experience outside one’s home country”.

16. The Protection Team Leader argued Ms. Fakhouri was qualified for the position and met the requirements of the ToR, which listed international experience as “desirable” and did not include any requirement that it be “directly relevant”. However, the HRS made it clear that the rules required that a candidate’s international experience be “directly relevant” to the position. Ms. Fakhouri’s experience was as a medical secretary and administrative assistant in Saudi Arabia.

17. On 4 November 2020, the HRS indicated that Ms. Fakhouri would not be offered the position on an international level – equivalent to a P3 with monthly salary USD 6,300 – as she lacked the relevant international experience. She was therefore offered the position at a monthly salary equivalent to a Grade 17 area staff post.

18. Ms. Fakhouri declined the offer at the lower compensation rate. On 8 November 2020, Ms. Fakhouri clarified by e-mail that she had not declined the position but rather only the lower salary which was biased and a violation of her rights. It was the latter which constituted the contested decision.

19. On 12 November 2020, Ms. Fakhouri sought the review of the contested decision. On 11 December 2020, the Director of Health responded that he was unable to review the contested decision as it concerned a non-staff post and had no impact on Ms. Fakhouri’s terms of appointment as a staff member.

20. On 6 January 2021, Ms. Fakhouri filed an application with the UNRWA DT.

21. In February 2021, the Commissioner-General moved for summary dismissal, arguing the application was not receivable *ratione materiae* because the contested decision concerned a non-staff member post and thus could have no impact on Ms. Fakhouri’s terms of appointment as a staff member.

*Impugned Judgment**Receivability*

22. The UNRWA DT found the application receivable and denied the Commissioner-General's motion for summary dismissal.² It found that in terms of Article 2(1)(a) of the UNRWA DT Statute the Tribunal is competent to hear and pass judgment on an application filed by an individual to "appeal an administrative decision that is alleged to be in non-compliance with the terms of appointment".³ These terms of appointment "include all pertinent regulations and rules and all relevant administrative issuances", which must be applied in a "fair, transparent and non-discriminatory manner".⁴

23. Ms. Fakhouri was a staff member at the time that the contested decision was taken and in such capacity she enjoyed all associated privileges enshrined in UNRWA's regulatory framework, including to have its rules applied to her in a fair, transparent and non-discriminatory manner and to appeal an administrative decision that directly affects her terms of appointment. The Tribunal found that the UNRWA regulatory framework does not prevent a staff member from appealing an adverse administrative decision regarding a non-staff member post.

24. Ms. Fakhouri alleged that she had been treated in a biased and unfair manner in being offered significantly less compensation for the position than had been offered to the other two candidates on the basis that she lacked the requisite international experience. The Tribunal found that the right to be treated fairly was a right Ms. Fakhouri enjoyed as a staff member, independent of any future contractual status she might assume. If Ms. Fakhouri was able to show that this right had been violated, this would amount to a "direct legal consequence" on her terms of appointment in that the contested decision directly affects her terms of appointment and denied her an opportunity for career growth and development.⁵

² Impugned Judgment, para. 40.

³ *Ibid.*, para. 35 (relying on *Anis Basil AlMousa v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2021-UNAT-1134, para. 32).

⁴ *Ibid.* (relying on *Savadogo v. Registrar of the International Tribunal for the Law of the Sea*, Judgment No. 2016-UNAT-642, para. 40; *Luvai v. Secretary-General of the United Nations*, Judgment No. 2014-UNAT-417, para. 31; *Applicant v. Secretary-General of the United Nations*, Judgment No. 2021-UNAT-1133, para. 41; *Ljungdell v. Secretary-General of the United Nations*, Judgment No. 2012-UNAT-265, para. 30).

⁵ *Ibid.*, para. 37.

25. The cases relied on by the Commissioner-General were found by the Tribunal to be inapposite. One involved an application that was dismissed as non-receivable because it was filed by a non-staff member. The other involved an application that was dismissed as non-receivable because a staff member was challenging changes to the contractual modalities of another staff member's post.⁶

26. Ms. Fakhouri was found to have had alleged a credible claim of bias which, if substantiated, could constitute a violation of her terms of appointment and entitle her to relief. As a result, the Tribunal found that it was competent to review her claim. The application was therefore determined to be receivable and the motion for summary dismissal denied.⁷

Merits

27. As to the merits, the UNRWA DT recognised that although Ms. Fakhouri had identified the contested decision as “not being selected for the position of Protection Coordinator (P3)”, she had been selected for the position but her objection was that she was offered the position at a lower compensation rate than that advertised, which she said was biased and unfair.

28. It was noted that the burden was on Ms. Fakhouri to prove that UNRWA had acted unlawfully.⁸ In reviewing UNRWA's administrative decisions, the UNRWA DT noted that it is required to “assess whether the applicable regulations and rules have been applied and whether they were applied in a fair, transparent, and non-discriminatory manner”.⁹ It stated that its role is not to substitute its decision for that of UNRWA but it may intervene where UNRWA fails in its duty to act fairly, justly and transparently in dealing with staff members.¹⁰

29. The ToR for the position listed two years of international experience as “desirable”. It did not require that the international experience be “directly relevant” and UNRWA had selectively applied this requirement to Ms. Fakhouri. By so doing, it was found to have “failed to apply the rules in a fair, transparent and non-discriminatory manner to an UNRWA staff member”. As a

⁶ *Ibid.*, para. 38.

⁷ *Ibid.*, paras. 39-40.

⁸ *Ibid.*, para. 42 (relying on *Orabi v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2018-UNAT-884, para. 20).

⁹ *Ibid.* (relying on *Kinyanjui v. Secretary-General of the United Nations*, Judgment No. 2019-UNAT-932, para. 14).

¹⁰ *Ibid.* (relying on *Hersh v. Secretary-General of the United Nations*, Judgment No. 2014-UNAT-433-Corr.1, para. 29).

result, in the UNRWA DT's view, the contested decision "created at a minimum – the appearance of bias".¹¹

30. The relief sought by Ms. Fakhouri was appointment to the position at the advertised rate, or to be compensated for her resulting damages. Compensation for harm was therefore ordered under Article 10(5)(b) of the UNRWA DT Statute. This was so on the basis that the three elements of (i) an illegality, (ii) the existence of harm, and (iii) proof of a nexus between the illegality and the harm had been shown to exist. UNRWA's treatment of Ms. Fakhouri was found to have been unlawful as a result of which she had suffered harm in being offered USD 1,631 and not USD 6,300 per month. Three months compensation equal to the difference over three months between the advertised rate of USD 6,300 and the lesser rate was therefore awarded to Ms. Fakhouri.¹²

31. The Commissioner-General filed an appeal of the impugned Judgment on 29 November 2024, to which Ms. Fakhouri filed her answer on 8 January 2025.

Submissions

The Commissioner-General's appeal

32. The Commissioner-General appeals against the impugned Judgment on the grounds that the UNRWA DT (i) erred in law and exceeded its jurisdiction when it found the application receivable; (ii) erred in law and in fact when it considered that the international experience requirement for the position was not applied to all candidates equally; and (iii) erred in law when it failed to provide explicit reasoning for the amount of compensation awarded. The Commissioner-General seeks that the appeal be granted and that the impugned Judgment be vacated.

33. The Commissioner-General contends that the UNRWA DT erred in finding the matter receivable when an application filed by a staff member contesting the terms of an ISP contract, offered to her subsequent to her appointment, was receivable. This is so in that the rules regulating non-staff appointments do not apply and are not incorporated into the terms of staff members' appointments.

¹¹ *Ibid.*, para. 51.

¹² *Ibid.*, paras. 56 and 58.

34. The Commissioner-General places reliance on the decisions of *Istiti*,¹³ *Megerditchian*¹⁴ and *Russo-Got*,¹⁵ in which claims concerning non-staff issues have been found not to be receivable, even when filed by staff members. While UNRWA DT's jurisdiction under Article 3(a) extends *ratione personae* to "staff", with the result that an application may be filed by any staff member of UNRWA, claims should pertain *ratione materiae* to the terms of appointment (or the contract of employment) of that staff member pursuant to Article 2(1)(a) of the UNRWA DT Statute. The result is that any claims relating to an ISP contract, in particular the amount of compensation offered thereunder, would be adjudicated under the contractual dispute resolution clause which is typically arbitration.

35. The Commissioner-General states in relation to the merits that the UNRWA DT erred in law and fact when it considered that the requirement for the ISP position of international experience was not applied to all candidates equally. The position required five years "relevant international experience" defined as "directly relevant professional experience" outside of UNRWA's area of operations. The Tribunal erred in law and in fact in failing to recognize that the first and second candidates had more than five years' experience in their home countries, while Ms. Fakhouri had two years. Despite the fact that the requirements were applied equally, the Tribunal overlooked this and reached a manifestly unreasonable decision when UNRWA did not have discretion to offer Ms. Fakhouri compensation at a rate which required at least five years relevant international experience. This when it was held in *Tabari* that there is no discrimination in treating different categories of people differently.¹⁶

36. The Commissioner-General also states that the UNWRA DT erred in law when it failed to provide explicit reasoning for the compensation awarded. The amount of compensation awarded was not supported by conclusions on the evidence and explicit reasoning.¹⁷ While noting that the contract was terminable at will with no guarantee as to how long it would last,

¹³ *Istiti v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. UNRWA/DT/2018/032 (declaring as non-receivable an application by a staff member, on the basis that the claim related to a period during which the staff member was engaged as non-staff personnel).

¹⁴ *Megerditchian v. Secretary-General of the United Nations*, Judgment No. UNDT/2010/035.

¹⁵ *Russo-Got v. Secretary-General of the United Nations*, Judgment No. UNDT/2019/130.

¹⁶ *Tabari v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-177, paras. 22-24.

¹⁷ The Commissioner-General cites *Emile Abdel Rahman Dabbour v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2021-UNAT-1096, paras. 27-29.

the Tribunal nevertheless awarded compensation for the difference equal to three months between the advertised rate and the rate offered to Ms. Fakhouri.

Ms. Fakhouri's Answer

37. Ms. Fakhouri opposes the appeal and seeks that the Judgment of the UNRWA DT be affirmed. She contends that the Tribunal did not err, nor did it exceed its jurisdiction when it held that her application was receivable. Articles 2(1)(a) and 3(3) of the UNRWA DT Statute make it clear that the Tribunal has jurisdiction to entertain claims by any staff member of UNRWA insofar as the claim relates to an appeal against an administrative decision which is alleged not to comply with the terms of appointment or the contract of employment; and that in terms of Article 2(1)(a): “The terms ‘contract’ and ‘terms of appointment’ include all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance.”

38. Since Ms. Fakhouri was a staff member at the time of the contested decision, she states that she was thus entitled to have the Agency’s rules applied to her in a fair, transparent and non-discriminatory manner, and where they were not, to seek review of the contested decision. This right attached to her in her capacity as a staff member, independent of any future contractual status she might assume. If she is able to substantiate that the Agency violated this right, this would constitute a “direct legal consequence” on her terms of appointment.¹⁸

39. Ms. Fakhouri states that the UNRWA DT therefore committed no error of law in finding the application receivable in terms of Article 2(1)(a) of the UNRWA DT Statute, nor did it err in law or in fact when it considered that the position’s international experience requirement was not applied to all candidates equally. The Tribunal found that it was “very unfortunate that the requirements listed in the ToR were inconsistent with CPD/1” but that the requirements of CPD/1 were controlling.¹⁹

40. Ms. Fakhouri submits that the Commissioner-General did not produce any evidence before the UNRWA Dispute Tribunal which supports the fact that all three candidates selected for the position of Protection Coordinator had five years’ international experience that was relevant to said position. The Commissioner-General failed to apply the provisions of CPD/1’s international experience requirement equally.

¹⁸ Ms. Fakhouri cites *Anis Basil AlMousa* Judgment, *op. cit.*, paras. 32-33.

¹⁹ Impugned Judgment, para. 45.

41. Ms. Fakhouri states further that the UNRWA DT did not err in its award of compensation since it applied the principles correctly and gave explicit reasons as to how it quantified the compensation ordered, which was justified on the evidence placed before the Tribunal.

Considerations

Receivability

42. The first issue to be determined in this appeal is whether the UNRWA DT erred in finding Ms. Fakhouri's application to be receivable.

43. Summary judgment²⁰ is an appropriate tool to deal with issues of receivability which are matters of law and not of fact.²¹ This is so since receivability is a gateway test which requires three sequential issues to be satisfied: a matter must be receivable *ratione personae*, *ratione materiae* and *ratione temporis*. If it is not receivable on any one of these bases, the UNRWA DT lacks jurisdiction to determine the matter.

44. Article 2(1)(a) of the UNRWA DT Statute provides that:

The Dispute Tribunal shall be competent to hear and pass judgement on an application filed by an individual, as provided for in article 3, paragraph 1, of the present statute, against the Commissioner-General as the Chief Executive Officer of UNRWA:

- (a) To appeal an administrative decision that is alleged to be in non-compliance with the terms of appointment or the contract of employment. The terms "contract" and "terms of appointment" include all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance;
- (b) To appeal an administrative decision imposing a disciplinary measure.

45. In considering whether an application is receivable *ratione personae*, the Tribunal is required to satisfy itself that an applicant has standing before it.²² By virtue of Article 3 of the UNRWA DT Statute, only current or former staff members of UNRWA, or, if deceased or

²⁰ Article 5 of the UNRWA DT Rules of Procedure provides that:

A party may move for summary judgement when there is no dispute as to the material facts of the case and a party is entitled to judgement as a matter of law. The Tribunal may determine, on its own initiative, that summary judgement is appropriate.

²¹ *Kazazi v. Secretary-General of the United Nations*, Judgment No. 2015-UNAT-557, paras. 41-42.

²² UNRWA DT Statute, Article 3. Cf. *Basenko v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-139, para. 9 (interpreting analogous provision of UNDT Statute).

incapacitated, persons making claims in their name, may submit applications to the Tribunal.²³ Individual contractors are subject to a different status and their disputes are resolved in other fora.²⁴ There is no dispute that Ms. Fakhouri is employed as a staff member of UNRWA.

46. The Tribunal must also consider whether the application is receivable *ratione materiae*. To determine whether this is so requires that regard be had to whether an appealable administrative decision exists that was submitted to the Organization for management evaluation or any other equivalent remedy, where required.²⁵

47. In dispute in this appeal is whether Ms. Fakhouri's application was receivable *ratione personae* and *ratione materiae*. There is no dispute that the application was receivable *ratione temporis* insofar as it has been filed within the statutory time limits.

48. The position offered to Ms. Fakhouri was an ISP contract and, as such, was one between an individual, who is not a staff member, and UNRWA. This contract is by its nature distinguishable from the employment contract in terms of which Ms. Fakhouri is employed. The Staff Rules which regulate staff appointments do not apply to such ISP contracts, and the terms of such ISP contracts are not incorporated into the terms of staff members' appointments.

49. In terms of Article 2(1)(a), the UNRWA DT is competent to pass judgment on an application filed by a staff member to appeal "an administrative decision that is alleged to be in non-compliance with the terms of appointment or the contract of employment".

50. In *Avramoski*, it was noted that an administrative decision is one "alleged to be in non-compliance with the terms of appointment or contract of employment", which includes an

²³ See also *Hydar Daniel Mlouk Majook v. Secretary-General of the United Nations*, Judgment No. 2024-UNAT-1408, para. 29.

²⁴ *Ibid.* See UNRWA ISP contract template, annex, para. 8.2 (Arbitration); see also, by analogy, Administrative Instruction ST/AI/1999/7 (Consultants and individual contractors), of which Section 5.4 provides:

Consultants shall serve in a personal capacity and not as representatives of a government or of any other authority external to the United Nations. They are neither "staff members" under the Staff Regulations of the United Nations nor "officials" for the purposes of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (...).

ST/AI/1999/7 was replaced in 2013 by Administrative Instruction ST/AI/2013/4 (Consultants and individual contractors), which includes a similar provision under Section 5.4 and covers settlement of disputes in Section 16 therein.

²⁵ *Majook* Judgment, *op. cit.*, para. 29. See also Articles 8(1)(a) and (c) of the UNRWA DT Statute.

allegation of non-compliance that has a direct impact on the terms of contract of employment or appointment.²⁶

51. Determining what constitutes an administrative decision is undertaken on a case-by-case basis and will depend on the circumstances, taking into account the variety and different contexts of decision-making in the Organization. The mere nature of a decision is not sufficient to classify it as an administrative decision. A decision must have direct adverse consequences in order to be an appealable administrative decision within the meaning of Article 2(1)(a). Regard must also be had to the legal framework under which the decision was made and the consequences of the decision as key determinants of whether the decision in question is an administrative decision.²⁷

52. Article 2(1)(a) makes it clear that the appeal can be brought against “an administrative decision taken that is alleged to be in non-compliance with the terms of appointment or the contract of employment”. The provision expressly states that the terms “contract” and “terms of appointment” include all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance.

53. Interpreting a statute, document, or a provision within either, requires that meaning is attributed to the words used by having regard to (i) the ordinary grammatical meaning of those words; (ii) the purpose of the document or provision; and (iii) the context in which the document or provision came into existence. A reasonable and sensible meaning is to be preferred to one that leads to the opposite result or undermines the apparent purpose of the document.

54. A reasonable and sensible meaning to be attributed to the words used in Article 2(1)(a) is that it is staff members who are entitled to appeal against an administrative decision where they allege that that decision does not comply with their terms of appointment or contract of employment. The provision does not afford non-staff members the right to do so, nor does it permit staff members to appeal against an administrative decision in which they do not have an interest or which does not relate to their terms of appointment as a staff member or their contract of employment as such.

²⁶ *Avramoski v. Secretary-General of the United Nations*, Judgment No. 2020-UNAT-987, paras. 38-43.

²⁷ *Lloret Alcañiz et al. v. Secretary-General of the United Nations*, Judgment No. 2018-UNAT-840, para. 62, citing *Lee v. Secretary-General of the United Nations*, Judgment No. 2014-UNAT-481, para. 50.

55. This is so in that the provision refers to “terms of appointment or contract of employment” which sensibly construed must be those which arise within the context of the employment relationship. This is so given the reference to the employment contract which follows the reference to terms of appointment. As a result, it is an administrative decision which relates either to the terms of appointment of a staff member or the contract of employment of a staff member which may be the subject of an appeal. Were this not to be so, and if it was intended that the provision permits terms of appointment and contracts of employment of non-staff members to fall within its ambit, then it could reasonably have been expected that as much would have been expressly stated. It was not.

56. It follows that Article 2(1)(a) does not include within its jurisdictional ambit issues related to terms of appointment or contracts of employment of non-staff members. Ms. Fakhouri could not be a staff member and an independent contractor at the same time. She enjoyed rights under Article 2(1)(a) in respect of her employment contract with UNRWA as a staff member. The remedies available to her as an independent contractor differed and do not fall within the scope of Article 2(1)(a).

57. The standard ISP contract provides that:²⁸

[T]he individual Service Provider [...] shall not be considered in any respect as being a staff member, employee or agent of the Agency. The Individual Service Provider is neither a “staff member” under the Staff Regulations of the Agency nor an “official” for the purposes of the 1946 Convention on the Privileges and Immunities of the United Nations.

58. It follows for these reasons that despite being a staff member, the decision with which Ms. Fakhouri takes issue is one which relates to the terms of a potential contract not as a staff member but as an independent contractor. The contested decision is not one that is susceptible for appeal under Article 2(1)(a). The application referred to the UNRWA DT was not receivable *ratione materiae* and in finding differently the UNRWA DT erred. We accordingly grant the appeal.

²⁸ ISP contract template, annex, para. 4.1.

Judgment

59. The Commissioner-General's appeal is granted, and Judgment No. UNRWA/DT/2024/031 is hereby reversed.

Original and Authoritative Version: English

Decision dated this 27th day of June 2025 in New York, United States.

(Signed)

Judge Savage, Presiding

(Signed)

Judge Ziadé

(Signed)

Judge Gao

Judgment published and entered into the Register on this 2nd day of September 2025 in New York, United States.

(Signed)

Juliet E. Johnson,
Registrar