UNITED NATIONS DISPUTE TRIBUNAL

Case No.:	UNDT/GVA/2024/010
Judgment No.:	UNDT/2024/096
Date:	12 November 2024
Original:	English

Before: Judge Eleanor Donaldson-Honeywell

Registry: Geneva

Registrar: René M. Vargas M.

STEPANOVA

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT

Counsel for Applicant:
Robbie Leighton, OSLA

Counsel for Respondent:
Tamal Mandal, AS/ALD/OHR, UN-Secretariat

Introduction

1. The Applicant, an Information Systems Officer working with the United Nations Office of Counter-Terrorism ("OCT"), based in Vienna, contests the decision to subject her to the mobility policy on grounds that she had a contractual right to its non-application.

2. On 3 May 2024, the Respondent filed his reply.

3. Thereafter, the parties filed closing submissions on 18 October 2024.

Factual background

4. On 28 September 2022, OCT advertised an Information Systems Officer position (P-3 level) through Job Opening No. 189851 ("JO 189851"). The position was in the Office of Counter-Terrorism in Vienna. The Applicant, then employed in Vienna but not with the Organization, applied for the position.

5. The Applicant participated in the recruitment process under JO 189851. On 15 May 2023, OCT informed her that she had been selected for the position.

6. On 10 July 2023, the Applicant was given an offer for a fixed-term appointment ("offer letter"). The offer letter set out in extensive detail the terms and conditions of the appointment, including that (emphasis added):

> Your appointment **will take effect from** the date on which you are duly authorized to enter into official travel status to assume your duties, or if no travel is involved, **the day you report for duty**. A formal Letter of Appointment will be issued for your signature shortly thereafter. **The terms of your conditions of service will be subject to the provisions of** the Staff Regulations and Staff Rules and relevant administrative issuances, together with **such amendments as may from time to time be made to such Staff Regulations and Staff Rules and administrative issuances**.
>
> …

> By accepting an offer of appointment, United Nations staff members are subject to the authority of the Secretary-General and assignment by him or her to any activities or offices of the United Nations in accordance with staff regulation 1.2 (c). In this context, all internationally recruited staff members **shall be required to move periodically** to discharge new functions within or across duty stations **under conditions established by the Secretary-General**.

7. The Applicant accepted the offer on the same day.

8. On 24 August 2023, ST/AI/2023/3 (Mobility) ("Mobility AI") was promulgated with an entry into force date of 1 October 2023.

9. The Applicant entered duty on 2 October 2023.

10. On 3 October 2023, the Applicant received her letter of appointment ("LOA"), which she accepted and signed on the same day. In addition to the wording on applicability of staff regulation 1.2(c) that was included in the offer letter, the letter of appointment contained a reference to the Mobility AI. It stated that "staff members in the professional and higher category … **are normally required to move periodically** to discharge functions in different duty stations **under conditions established in ST/AI/2023/3 on Mobility**" (emphasis added).

11. The Applicant states that it was only upon receipt of a broadcast on 6 October 2023 that she realized the Organization intended she be subject to the mobility policy.

12. On 16 October 2023, the Applicant wrote to the Human Resources Partner requesting not to be subjected to the mobility policy. In one of her correspondences with Human Resources on that day, she wrote:

> Taking into account that this UN policy was not in place during the Job Opening and even after Offer documents were signed and was introduced to me only retroactively (after EOD) I kindly ask HR colleagues for your help and advice.

13. On 8 November 2023, OCT replied to the Applicant stating (emphasis added, italics in the original):

> Hope this email finds you well. This is to inform you that as previously indicated given that your entry of duty is 2 October 2023 you are subject to the mandatory mobility applicable to staff members who entered on duty effective 1 October 2023 holding an appointment other than a temporary appointment. Please also note that both JO 189851, which you were selected, and your offer of appointment reflect the following clause:
>
> *"The paramount consideration in the appointment, transfer, or promotion of staff shall be the necessity of securing the highest standards of efficiency, competence, and integrity. By accepting an offer of appointment, United Nations staff members are subject to the authority of the Secretary-General and assignment by him or her to any activities or offices of the United Nations in accordance with staff regulation 1.2 (c). In this context, all internationally recruited staff members* ***shall be required to move periodically*** *to discharge new functions within or across duty stations under conditions established by the Secretary-General."*
>
> We also refer to staff rule 1.2(a) where the SG's discretion is complemented by the duty of staff to adhere to their supervisors' "directions and instructions"
>
> *"Staff members shall follow the directions and instructions properly issued by the Secretary-General and by their supervisors."*
>
> In this regard we reconfirm that you are subject to the mobility exercise as stipulated in ST/AI/2023/3 based on the respective maximum duty station occupancy limit established in Vienna.
>
> We hope this clarifies your query.

14. On 1 December 2023, the Applicant requested management evaluation of the decision to make the Applicant subject to the mobility scheme under the Mobility AI. In the same request, the Applicant sought management evaluation of the decision not to grant her an exception from the provisions of the Mobility AI.

15. On 12 January 2024, the Management Advise and Evaluation Section issued its decision finding the Applicant's request not receivable because there had not yet been any decision on the request for exception, which was still under consideration. The part of her request that challenged the decision to include application of the Mobility AI in her contract was not addressed.

Consideration

Receivability

Respondent's submissions on receivability

16. The Respondent contends that the application is not receivable on three grounds. Firstly, on a *ratione materiae* ground because the contested decision, namely the 3 October 2023 "decision to make the Applicant subject to mobility" is not a reviewable administrative decision. The Respondent argues that the Mobility AI is part of the Applicant's terms and conditions of employment by operation of the Staff Regulations and Rules, and in accordance with the express terms of the job opening, offer of employment and LOA that the Applicant accepted.

17. The Applicant was on notice by express terms in her offer letter that she would be required to move periodically within or across duty stations under conditions established by the Secretary-General. Thus, mobility was always part of the Applicant's terms and conditions of employment. By including mobility in the Applicant's LOA, there is no decision that is in "non-compliance" with the terms and conditions of her employment. In any event, it is the LOA and not the prior offer letter that is the legal act by which the Organization legally undertakes to employ a person as a staff member.

18. Secondly, the contested decision does not adversely affect the Applicant's rights under the contract of employment and has no direct legal effect. The Applicant holds a one-year fixed term appointment expiring on 1 October 2024. She is based in Vienna, a duty station classified as H. That contractual situation is not adversely affected by the Mobility AI. Any effect, whether positive or negative, is beyond the Applicant's current contractual period, and speculative. Section 2(e)

of the Mobility AI provides that the maximum duty station occupancy limit for rotational positions is five years for duty stations classified as H. The Applicant's speculation as to the outcome of that future exercise is insufficient to vest the Dispute Tribunal with jurisdiction.

19. The Respondent relies on *Collas* (2014-UNAT-473, para. 41), where the United Nations Appeals Tribunal ("UNAT" or "Appeals Tribunal") held that "the impact or consequences of a disputed decision must be based on objective elements that both parties can accurately determine". Accordingly, the Respondent maintains that speculation about "potential future possible consequences" for a staff member's employment is an "insufficient basis to conclude that a decision has had (not 'may have') a direct and adverse impact" such as to be "in non-compliance with the terms of appointment or contract of employment".

20. Thirdly, the Respondent avers that the application is not receivable to the extent that the Applicant seeks to contest the date of entry into force of the Mobility AI. The Mobility AI applies equally to all staff members who entered into duty on or after the date it got into force. It is not "a decision taken in a precise individual case", which may be contested before the Dispute Tribunal.

21. Further, the Respondent cites *Tintukasiri et al* (2015-UNAT-526, para. 38) and asserts that the Appeals Tribunal has "distinguished" administrative decisions from "other administrative acts, such as those having regulatory power", which the Dispute Tribunal "has no competence to rescind.

Applicant's submissions on receivability

22. The Applicant's position is that the Respondent's submissions on the jurisprudence related to receivability of her application are inaccurate and misleading.

23. In responding to grounds one and two of the Respondent's submissions, the Applicant agrees that a regulatory decision such as an administrative instruction ("AI") cannot be contested. However, when a regulatory decision such as an AI is applied to the individual, it then becomes a decision of individual application and is reviewable by the internal justice system.

24. In supporting her position, the Applicant relies on *Pedicelli* (2015-UNAT-555 para. 29) where UNAT held that:

> it is an undisputed principle of international labour law and indeed our own jurisprudence that where a decision of general application negatively affects the terms of appointment or contract of employment of a staff member, such decision shall be treated as an "administrative decision" falling within the scope of Article 2(1) of the Statute of the Dispute Tribunal and a staff member who is adversely affected is entitled to contest that decision.

25. The Applicant thus maintains that she did not contest the promulgation of the Mobility AI regarding the mobility policy in the abstract. She waited until she was informed that she would be subject to mandatory mobility and contested that decision, which is plainly one of individual application. Therefore, the Respondent's arguments that the mobility rules form part of the Applicant's contract is an argument on the merits and not one that impacts receivability.

26. Regarding the Respondent's third argument, the Applicant submits that there is nothing speculative about the effect of the contested decision.

27. From the date of the contested decision, the Applicant has been subject to a maximum occupation of her current post of five years. At the end of five years, the Applicant will be required to make a geographical move. But for the challenged decision, the Applicant would be free to remain on her current post for as long as she chooses. That is a legal effect that is known and objectively verifiable to both parties. That the actual requirement of mobility now put in place will occur in the future is entirely irrelevant to the question of whether a decision that has legal effect has been taken.

28. The Applicant highlights that staff rule 11.2(c) indicates that the deadline to contest an administrative decision runs from when the staff member is notified, not when it will be implemented. Further, the General Assembly permits the suspension of administrative decisions that have not been implemented. Such distinction would not be required if only implemented decisions were capable of review (UNDT Statute, art. 7.2(j)).

29. The Applicant argues that the Respondent's assertion that a notification of a decision cannot be contested when the outcome remains uncertain goes directly against the unequivocal jurisprudence of UNAT. The argument is cynical and opportunistic, plainly if the Applicant awaited the end of the imposed five years maximum occupancy to contest mobility imposed, the Respondent would simply argue that the decision should have been contested earlier and that the challenge was out of time.

Receivability examination

30. The Respondent has failed to establish that this application is not receivable on any of the three grounds set out in the Reply and submissions. Rather, the Applicant has correctly explained in her submissions that she is not contesting the promulgation of the Mobility AI.

31. The Tribunal observes that it is clear from the content of the application that it is not the existence of the Mobility AI, as a regulatory decision of the Secretary-General affecting all staff members, that the Applicant is contesting. She is contesting the impact of what she perceives as a specific decision made after she accepted her offer of appointment: that the Mobility AI would be a term of her employment contract.

32. If the Applicant is able to prove personalised impact of such a separate decision, then that decision would qualify as an administrative decision that can be the subject of challenge before the Tribunal. The matter for the Tribunal to consider would be the substantive merits of the application. The merits include whether there was such a separate decision and, if so, whether it unlawfully added the Mobility AI to the Applicant's terms and conditions.

33. The Respondent also failed to establish that the application is speculative and premature. The Tribunal accepts as correct the submission of the Applicant that if in fact a decision was made to unlawfully add terms to her contract, the time to challenge such a decision would run from the date the decision was made. It would be pointless to expect that an Applicant being aware of a decision that will in defined circumstances impact on them in due course must await the said impact before challenging the decision.

34. Therefore, on the question of receivability, the Tribunal's determination is that the application is receivable. Consideration will now be given to the merits of the application.

Merits

Applicant's submissions on the merits

35. The Applicant's case is that an employment contract existed between her and the United Nations prior to the promulgation of the Mobility AI. The Applicant was provided with an offer of employment agreed to unconditionally and signed on 10 July 2023. That offer of employment set out the general conditions for her employment. Like any other offer of employment prior to promulgation of the Mobility AI, it contained a reference to staff regulation 1.2(c). Importantly it made no reference to the provisions of the Mobility AI and that the Applicant's employment would be subject to such.

36. The Applicant contends that a contract of employment is fixed not on the first date of work but upon unconditional agreement to an offer of appointment. The Applicant cites *Gabaldon* 2011-UNAT-120 as confirming this reasoning. A contract represents the meeting of minds in agreement upon its terms. The complete failure by the Administration to place the Applicant on notice of a term requiring mandatory mobility prior to conclusion of the contract of employment means such term does not apply.

37. The Applicant underscores that it was in reliance on the offer of appointment that she resigned from her former employment. It follows, therefore, that the Organization is bound by the terms of the offer of appointment that, according to the Applicant, does not establish that she is subject to a mandatory rotation policy every five years of service.

38. The Applicant further seeks to draw a distinction between staff regulation 1.2(c) and the Mobility AI. She argues that there is no equivalence between the two. Simple logic confirms that being subject to an authority that **may** move a staff member between posts is entirely different from being subject to a **mandatory** rotation policy requiring movement within five years. The first expresses a discretion, the second an obligation. The first is a possibility, the second is a certainty.

39. The Applicant maintains that the non-equivalence between the two is demonstrated by the fact that all new vacancy announcements and offers of appointment provide specific information regarding the provisions of the Mobility AI and mandatory rotation (see for example, application annex 13). The rotation policy is considered a sufficiently fundamental contractual term that it requires being referenced in the invitation to treat before even a contractual offer.

40. That staff regulation 1.2(c) notice is not equivalent is further demonstrated by the fact that staff members onboard before 1 October 2023 are not subject to the rotation policy unless they agree to such modification of their terms of appointment. This despite all having received offers of appointment and letters of appointment containing the standard staff regulation 1.2(c) notice.

41. Finally, the Applicant asserts that the Organization had the opportunity to put her on notice of this condition of employment in the vacancy announcement, in the offer of appointment, in the personnel induction and at any other moment during the recruitment process. Instead, it was only a day after she had joined the Organization that she was informed that the terms of her appointment had been altered since the offer of appointment had been signed. This is inconsistent with the obligation on the Organization of good faith dealings with staff members.

42. The Applicant also asserts that whereas staff members are deemed cognizant of all rules and regulations governing their contract of employment, the same is not the case of prospective staff members. The Applicant had no access to the United Nations intranet and her email address did not receive information regarding alterations to the staff rules. The only information she had regarding the terms of the employment contract she entered into were those provided to her by the Organization. Despite repeated opportunities to do so, the Organization failed to inform her that they intended to make her subject to mandatory mobility by rotation.

43. The Applicant thus requests the Tribunal by way of remedy to order:

a. Rescission of the contested decision; and

b. A confirmation that she will not be subject to the rotational policy.

Respondent's submissions on the merits

44. The Respondent submits that the contested decision is lawful. The Applicant was on notice from the start of the recruitment process for JO 189851 that, if she was selected for the position and accepted an offer of appointment, as a United Nations staff member, she would be subject to the authority of the Secretary-General and assignment by him to any activities or offices of the United Nations in accordance with staff regulation 1.2(c). Furthermore, the offer of appointment spoke of "required to move" conditions established by the Secretary-General and made clear that conditions of service were subject to amendments.

45. The Respondent clarifies that the Job opening specified that:

> all internationally recruited staff members shall be required to move periodically to discharge new functions within or across duty stations under conditions established by the Secretary-General.

46. Likewise, the offer letter made it clear to the Applicant that:

> [t]he terms of [her] conditions of service will be subject to the provisions of the Staff Regulations and Staff Rules and relevant administrative issuances, together with such amendments as may from time to time be made to such Staff Regulations and Staff Rules and administrative issuances.

47. The Respondent, thus, opines that when the Applicant accepted the offer letter of 10 July 2023, reported for duty on 2 October 2023 and signed her LOA on 3 October 2023, she accepted that her appointment was "subject to the conditions … laid down in the staff regulations and in the staff rules and relevant administrative issuances". Those conditions expressly included a requirement to move. All terms of the offer were expressly subject to amendment and therefore included the Mobility AI that entered into force on 1 October 2023.

48. In view of the above, by operation of staff regulation 1.2(c), staff rules 4.1 and 4.2, and in accordance with the express terms of the job opening, offer of employment and LOA, the Applicant was on notice that, as a United Nations staff member, she would be required to move periodically to discharge functions within or across duty stations under conditions established by the Secretary-General. The Mobility AI established those conditions. In accordance with the provisions of the Mobility AI, since the Applicant entered into duty after the date of entry into force of the Mobility AI, she is lawfully subject to mobility.

49. The Respondent emphasizes that contrary to the Applicant's contention that a contract is made at the time of acceptance of the offer of appointment, the legal act by which the Organization undertakes to employ a person as a staff member is a letter of appointment signed by the Secretary-General or an official acting on his behalf. This is provided for at staff rule 4.1: "[t]he letter of appointment issued to every staff member contains expressly or by reference all the terms and conditions of employment". Staff rule 4.2 provides that "[t]he effective date of appointment shall be the date on which staff members enter into official travel status to assume their duties or, if no travel is involved, the date on which they report for duty".

50. The Appeals Tribunal has emphasized the unique character of the United Nations' employment contracts in that they are not common law contracts and are only concluded upon the execution of a letter of appointment *(El-Khatib* 2010-UNAT-029, para. 16; *Akoa* UNDT/2013/118, paras. 12-14; *Gabaldon* 2011-UNAT-120, para. 22).

51. The Respondent takes issue with the Applicant's argument that unlike staff members in active employment, "prospective staff members" cannot be deemed to be "cognizant" of all rules and regulations governing their contract of employment. The Respondent submits that such a contention is misplaced. The Respondent relies on *El-Khatib* (para. 16) where UNAT held that candidates for a public post are presumed to know the rules applicable to the employing public corporation.

52. The Respondent highlights that should the Applicant have serious reasons not to participate in the mobility policy, section 7 of the Mobility AI provides a remedy: a procedure whereby "the Special Constraints Panel considers requests from participating staff members who believe that they have special constraints that limit their participation in an exercise".

53. The Respondent, accordingly, submits that the Applicant has no right to any of the remedies sought and the application should be dismissed.

Examination of the merits

Applicable law

54. Staff regulation 1.2(c) provides that:

> Staff members are subject to the authority of the Secretary-General and to assignment by him or her to any of the activities or offices of the United Nations.

55. Staff rule 4.1 provides that "[t]he letter of appointment issued to every staff member contains expressly or by reference all the terms and conditions of employment". While staff rule 4.2 provides that "[t]he effective date of appointment shall be the date on which staff members enter into official travel status to assume their duties or, if no travel is involved, the date on which they report for duty".

56. Section 3 of the Mobility AI provides in its relevant part that:

> **Scope**
>
> 3.1 The present administrative instruction applies to staff members in the Professional and higher category and in the Field Service category holding an appointment other than a temporary appointment who:
>
> (a) Entered into duty on or after the effective date of the present instruction and who encumber a rotational position. Staff members re-employed on or after the effective date of the present instruction will be subject to the present instruction. However, staff members who were initially appointed prior to the effective date of the present instruction but are reinstated in accordance with provisional staff rule 4.17 are not required to participate in an exercise;
>
> (b) Entered into duty before the effective date of the present instruction and who choose to opt into an exercise in accordance with the provisions of subsections 6.7 to 6.9 of the present instruction. Such staff members do not become subject to mandatory mobility or to the maximum duty station occupancy limit.

57. Section 7 of the Mobility AI provides that:

> **Special Constraints Panel**
>
> In accordance with the annex to the present instruction, the Special Constraints Panel considers requests from participating staff members who believe that they have special constraints that limit their participation in an exercise.

58. Section 15.1 of the Mobility AI provides that "[t]he present administrative instruction will enter into force on 1 October 2023".

59. In determining the Applicant's case, the Tribunal recalls that the starting point when considering administrative decisions is the presumption that official functions have been regularly performed (*Lemonnier* 2017-UNAT-762, para. 32, citing *Rolland* 2011-UNAT-122, para.5).

60. Further, the Tribunal bears in mind that in considering this case, it does not seek to replace the decision-maker's role in coming to a determination. Rather, the Tribunal's role is limited to a judicial review of the process by which the decision-maker arrived at the decision that is being challenged (*Sanwidi* 2010-UNAT-084, para. 40).

61. The Tribunal's first observation in the judicial review process is that the Applicant's case is based on a false premise. According to the Applicant, "[t]he Organisation did not inform her of mandatory mobility until after she had joined the organisation".

62. However, this is patently incorrect. The Organization's pre-appointment documents did not merely speak to applicability of staff regulation 1.2(c) as a term of the employment contract. It was made clear from the advertisement of the job vacancy to the letter of offer in July 2023, that mandatory mobility was a condition of the Applicant's employment.

63. This is so because, although the words "mandatory" and "mobility" are not stated in the pre-appointment documents, including the offer letter, there were synonymous terms. The Applicant was duly notified in the vacancy announcement by use of the words "shall" and "required" that it was mandatory that she would "move periodically to discharge new functions within or across duty stations". This was repeated in the offer letter.

64. In both documents it was further made clear that the documents themselves did not include all terms relating to mobility. The required movement would be "under conditions established by the Secretary-General". This was enough to put the Applicant on notice that she was "required to move" or, in other words, subject to mandatory mobility. There were clearly some conditions concerning that movement that would also be applicable.

65. The offer letter provided even more clarity, putting it beyond question, that the terms and conditions on matters such as required movement (i.e., mobility) could change and be contractually binding on the Applicant. Such changed conditions, including "administrative issuances, together with such amendments as may from time to time be made" would also be part of the Applicant's terms and conditions of service.

66. The Applicant signed agreeing to these provisions in her offer letter. Her case that it came as a surprise to find that her LOA included reference to the Mobility AI lacks inherent logic. On a comparison of the offer letter with the LOA, the addition of the reference to the Mobility AI simply gave substance to the reference in the offer letter to conditions established by the Secretary-General.

67. By the job opening and the offer letter, the Applicant was made aware that there would be conditions governing the required movement to which she would be subject to on appointment. The insertion of the reference to the Mobility AI as the Secretary-General's conditions was therefore not a new term of the employment contract being imposed without prior notice.

68. In addition to the foregoing, UNAT jurisprudence explains the specific regulatory framework for employment contracts within the Organization. It is the LOA and not the offer letter accepted by a staff member that officially sets the terms and conditions of employment. In *Galbadon*, UNAT explained:

> … an employment contract of a staff member subject to the internal laws of the United Nations is not the same as a contract between private parties (James, Judgment No. 2010-UNAT-009). The aforementioned provisions confer upon the Secretary-General the power to engage the Organization in this matter. These provisions stipulate that the legal act by which the Organization legally undertakes to employ a person as a staff member is a letter of appointment signed by the Secretary-General or an official acting on his behalf. The issuance of a letter of appointment cannot be regarded as a mere formality (*El Khatib*, Judgment No. 2010-UNAT-029)

69. Further in *Lloret Alcañiz et al*. 2018-UNAT-840, para. 94, UNAT underscored that:

> [s]taff members do not have a right, acquired or otherwise, to the continued application of the Staff Regulations and Rules … in force at the time they accepted employment for the entirety of their service.

70. This Tribunal has already found that the Applicant was duly informed, before accepting the offer letter, of the mandatory nature of the condition of mobility in her proposed employment. However, even if mandatory mobility had not been so explicit in the pre-appointment documents, the regulatory framework stipulates at staff rule 4.1 that it is the LOA that contains expressly or by reference the terms and conditions of employment.

71. The Applicant, as a prior outsider to the Organization, may have been unaware of the promulgation of the Mobility AI in August 2023. However, the fact that she was not a prior staff member does not excuse lack of knowledge of the regulations that would govern her proposed employment by the Organization. She is presumed to know the rules applicable to the employing organization (*El-Khatib*, para. 16).

72. Accordingly, even prior to her appointment, the Applicant is deemed to have known her employment would be bound by staff rule 4.1. That provision made her LOA the authoritative document regarding her terms and conditions of employment. There was no regulatory basis for the Applicant to have presumed that her offer letter set the terms and conditions of her employment.

73. Based on the Applicant's LOA, the Applicant, who at all times should have been aware of the required mobility conditions of her employment, was also bound by the Mobility AI, which had an effective date of 1 October 2023, before she assumed duties on 2 October 2023. This is so because the Mobility AI, which was the type of amendment that she was notified about in her offer letter would be part of her employment terms, had been promulgated in August 2023. It provided that staff members like the Applicant, who had an entry on duty after the effective date

of the Mobility AI, would have their required movement governed by the Mobility AI.

74. The Applicant signed her LOA on 3 October 2023, duly accepting all the terms and conditions of her employment, including the required mandatory movement that she was notified of from the job opening stage. The Mobility AI set the conditions for that mandatory movement.

75. In all the circumstances, the Tribunal's conclusion is that the Applicant has failed to establish that there was any unlawful factor in the inclusion of the Mobility AI in her terms and conditions of employment.

Conclusion

76. In view of the foregoing, the Tribunal DECIDES that the application is denied in its entirety.

(Signed)
Judge Eleanor Donaldson-Honeywell
Dated this 12th day of November 2024

Entered in the Register on this 12th day of November 2024
(Signed)
René M. Vargas M., Registrar, Geneva