116th Session **Judgment No. 3260**

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Mr F. R. against the World Trade Organization (WTO) on 8 June 2011 and corrected on 12 September, the WTO's reply of 21 October 2011, the complainant's rejoinder of 24 January 2012 and the WTO's surrejoinder of 29 February 2012;

Considering Article II, paragraph 5, of the Statute of the Tribunal;

Having examined the written submissions;

A. As a preliminary matter, reference should be made to some provisions of the Agreement concluded between the World Trade Organization and the Swiss Confederation (hereinafter "the Headquarters Agreement"), which are of particular interest in the present case. Articles 15 and 16 provide that Swiss legislation regarding occupational pensions does not apply to the WTO Pension Plan (WTOPP) or to staff members who do not have Swiss nationality.

The complainant, a Canadian national born in 1950, joined the WTO in August 1991 and is a participant in the WTOPP. In March 1991 he married a Brazilian national in Brazil under the regime of strict separation of assets. In 2006 they decided to divorce in Switzerland and the Appeal Court, to which the matter had been

referred, held in a decision communicated to the complainant on 19 December 2007 that the WTOPP to which he was a participant was equivalent in its objectives to the Swiss pension scheme. The Court therefore decided to apply Article 122 of the Swiss Civil Code, which provides that pursuant to a divorce a spouse shall be entitled for the duration of the marriage to half of the withdrawal benefits of his or her spouse, who is a participant in an occupational pension plan. But given that the WTOPP did not allow the transfer of assets to a Swiss pension scheme, the Court decided to grant the complainant's ex-wife an equitable indemnity on the basis of Article 124 of the Swiss Civil Code in lieu of half of the withdrawal benefits of the complainant's pension plan. It ordered that he pay her 3,500 Swiss francs monthly from the entry in force of the decision until 31 March 2012, then 500 francs up to 31 December 2014 and then 1,200 francs until his ex-wife reaches 60 years of age (i.e. 27 February 2023). The "Tribunal fédéral" (hereinafter "the Swiss Federal Court") to which the matter was referred confirmed the ruling in its decision of 28 April 2008.

On 15 June 2010 the complainant wrote to the Management Board (hereinafter "the Board") of the WTOPP seeking information and interpretation pursuant to Article 3 to the WTOPP Regulations. He alleged inter alia that the Swiss Federal Court's decision contravened the *ratio legis* of Articles 15 and 16 of the Headquarters Agreement, which was to protect both the reserves of the WTOPP and the staff members' pension entitlements. He also alleged that the Court's decision contravened Article 40 of the WTOPP Regulations, according to which participants in the Pension Plan or beneficiaries may not assign their rights under the Regulations. He asked the Board to interpret Articles 15 and 16 of the Headquarters Agreement and Article 40 of the WTOPP Regulations in order to determine whether the Swiss Federal Court's ruling was compatible with those provisions. In addition, he asked to be heard by the Board.

By a letter of 21 October 2010 the Secretary of the WTOPP informed the complainant that the Board considered it was not competent to interpret Articles 15 and 16 of the Headquarters Agreement. Only the Swiss Confederation and the WTO, through

the General Council, may interpret those provisions. The Board nevertheless was of the "firm view" that there was no contradiction between Article 16 of the Headquarters Agreement and Article 124 of the Swiss Civil Code as it did not provide for the transfer of assets from the WTOPP to a Swiss pension scheme. It also held that the Headquarters Agreement did not preclude the Swiss Government from applying domestic divorce law even if it was inconsistent with the staff member's marriage contract. It added that there was no breach of Article 40 of the Regulations of the WTOPP given that the equitable indemnity the complainant was required to pay had only an immediate impact on his financial situation. The Board further decided to reject his request for an oral hearing on the ground that its Rules of Procedure provide that its meetings are held in private.

On 19 January 2011 the complainant requested the Board to review its decision of 21 October 2010 in accordance with Section K of the Administrative Rules of the WTOPP.

By a letter of 7 March 2011 the Secretary of the WTO Pension Plan notified the complainant that the Board had decided to reject his request for review because it saw no reason to justify asking the Director-General to refer the issue to the General Council. It indicated that it was not required to do so under the WTOPP Regulations and Administrative Rules and that it had no doubt concerning the compatibility of the WTOPP Regulations and Administrative Rules with Articles 15 and 16 of the Headquarters Agreement. In its view there was no incompatibility given that Articles 122 and 124 of the Swiss Civil Code did not require any transfer of assets to or from the WTOPP and did not require staff members to participate in a Swiss pension scheme. Regarding the application for hearings, the Board found that the complainant had expressed his position extensively in writing and therefore no hearings were required. The complainant impugns that decision before the Tribunal in accordance with Article 42 of the Regulations of the WTOPP, which provides that applications for review alleging non-observance of the Regulations arising out of a decision of the Board may be submitted directly to the Tribunal.

B. The complainant alleges that the impugned decision is tainted by an error of fact insofar as the Board overlooked a material fact in refusing to seek an interpretation of Articles 15 and 16 of the Headquarters Agreement. Such an omission is a material fact given that the question put to the Board was the interpretation of the aforementioned provisions and their compatibility with the decision of the Swiss Federal Court on his divorce. He also contends that the impugned decision is tainted by an error of law insofar as the Board concluded that Article 16 of the Headquarters Agreement was in line with Article 124 of the Swiss Civil Code without asking the Director-General to seek an interpretation of Article 16 of the Agreement with the General Council.

The complainant contends that the Swiss Federal Court's decision contravenes the very purpose of Articles 15 and 16 of the Headquarters Agreement which is to ensure that the WTOPP enjoys immunity from jurisdiction and execution; the logical extension of this being that participants in the Pension Plan also enjoy immunity with respect to their savings in such a plan. He argues that he suffers direct and immediate prejudice as a result of the decision to apply Article 124 of the Swiss Civil Code to him because he had to pay an equitable indemnity to his ex-wife, which will be deducted from his salary as the WTOPP does not allow the transfer of assets to another pension fund. He also contends that the Swiss Federal Court's decision is incompatible with Article 40 of the Regulations of the WTOPP, which provides that participants or beneficiaries may not assign their rights under these Regulations. Indeed, one consequence of the Court's decision is that he has to assign his rights in advance in the form of deductions from his salary. He further submits that the Swiss Federal Court made an arbitrary and erroneous calculation of his pension entitlements and determined the equitable indemnity he had to pay to his ex-wife on that basis. He stresses that the WTOPP is completely different to the national system but that the Swiss Federal Court did not take it into account. In addition, he contends that the Swiss Federal Court's decision was made in breach of Article 52 of the Swiss Federal Act on Private International Law, which provides that the matrimonial property regime shall be governed by the law

chosen by the spouses. In the present case, his ex-wife and he chose Brazilian law in their marriage contract, the country where they got married and of which his ex-spouse is a national. Private international law does not consider *lex fori* to be the default applicable law in cases relating to matrimonial disputes.

The complainant alleges violation of his legitimate expectations given that the privileges and immunities guaranteed to him as an international civil servant under the Headquarters Agreement and the Regulations of the WTOPP were not upheld by the WTO. He also alleges that the WTO had a duty of good faith to inform him that the Swiss divorce legislation had been modified and that occupational pension benefits could be split between spouses, in particular given that the WTO was so informed by the Permanent Mission of Switzerland to the United Nations Office and to the other international organisations (hereinafter "the Swiss Mission") in Geneva, in November 2000.

In addition, he alleges that he was denied the right to a fair trial in breach of Article 6 of the European Convention on Human Rights because the Board rejected his application for hearings.

The complainant asks that the WTO provide true copies of a number of documents with its reply, including any kind of document relating to the interpretation of Articles 15 and 16 of the Headquarters Agreement or to Swiss divorce legislation and its impact on the WTOPP, and any draft of the Regulations of the WTOPP produced by or circulated among the ad hoc WTOPP Regulations drafting committee mandated by the WTO General Council in 1995−1996.

He asks the Tribunal to set aside the impugned decision and to order the Board of the WTOPP to ask the Director-General to seek an interpretation of Articles 15 and 16 of the Headquarters Agreement from the WTO General Council, or alternatively to order the Director-General to seek such interpretation from the General Council. He also asks the Tribunal to determine the compatibility of the decision of the Swiss Federal Court concerning his divorce with Articles 15 and 16 of the Headquarters Agreement and with the Regulations of the WTOPP. He further claims moral damages in an amount of not less than 250,000 Swiss francs and costs. Lastly, he claims an award of

350,000 francs, which corresponds to the amount granted to his wife by the Swiss Federal Court as an equitable indemnity, plus 150,000 francs which corresponds to the legal fees incurred for bringing the matter to the Swiss courts. He further asks to be granted 8 per cent interest per annum on all amounts granted to him by the Tribunal, through the date all sums due hereunder are actually paid to him in full.

C. In its reply the WTO indicates that it sees no reason to provide the complainant with the documents he requests considering that his request is too broad and amounts to "fishing expeditions", which the Tribunal does not countenance.

It contends that the Board was correct in asserting that it was not competent to interpret the Headquarters Agreement. Only the General Council has authority to do so, but the Board has no obligation to request an interpretation from the Council when it considers that there is clearly no need for such interpretation, as in the present case.

The WTO submits that the application of Article 124 of the Swiss Civil Code had no impact on the operation of the WTOPP or the amount of benefits the complainant will receive when he separates from service. Indeed, Article 124 of the Swiss Civil Code applies when the splitting of pension entitlements is not possible, which is the case here; consequently, Article 124 does not circumvent the commitments of the Swiss Confederation under Article 16 of the Headquarters Agreement. In fact, the complainant's problems lie with the fact that Article 124 of the Swiss Civil Code allows Swiss courts to limit the application of his marriage contract; the Organization cannot be held responsible in that respect.

According to the WTO, neither Article 124 of the Civil Code nor the decision of the Swiss Federal Court violates the Regulations and Administrative Rules of the WTOPP. Indeed, pursuant to the Swiss Federal Court's decision, the complainant's ex-wife did not become a beneficiary under the WTOPP and the payment of the equitable indemnity is not guaranteed by any right of the complainant's ex-wife on his WTOPP. The WTO asserts that the Board did not disclose

information to the Swiss authorities concerning the complainant's entitlements under the Pension Plan or any figures in that respect; only the complainant could have done so and therefore he is the only one to be blamed if the calculation made by the Swiss Federal Court was not made on the correct figures.

The WTO denies any breach of its duty of good faith indicating that privileges and immunities are granted to staff members by the WTO in the interest of the Organization so as to allow them to perform their duties. They should not expect to enjoy privileges and immunities in relation to their private life or to personal matters. It emphasises that the complainant had no obligation to divorce in Switzerland.

Lastly, it asserts that there is no indication that the complainant was not allowed to express his views before the Board or that the latter misunderstood his arguments. It adds that the Board is not a court and that a hearing is not a fundamental element of a "fair trial" before the Board.

D. In his rejoinder the complainant contends that the WTO could have negotiated exceptions in the Headquarters Agreement preventing the application of Article 124 of the Swiss Civil Code, stressing that it had done so for other matters related to the private life of members of permanent missions. He also submits that he did not "voluntarily" choose to disclose his rights and benefits under the WTOPP to the Swiss courts. He did so because the WTO Legal Counsel informed him on 18 November 2010 that, under the WTO Standards of Conduct, failure to comply with the request for disclosure made by the Swiss authorities could lead to disciplinary sanctions.

He alleges that the WTO Legal Counsel communicated information concerning his personal circumstances to the Swiss authorities without his authorisation and even without notifying him, which contravenes Staff Rule 101.1(e). According to that provision, information concerning individual staff members should be released to persons or entities outside the WTO only upon a request in writing stating a legitimate purpose and only with the consent of the staff

member concerned, except in an emergency or upon legal advice in which case the staff member would be notified immediately.

E. In its surrejoinder the WTO maintains its position. It denies any illegal disclosure of personal information concerning the complainant, stressing that he had been informed that the memorandum of 18 November 2010, which was at issue here, would be sent to the Swiss Mission and he did not object at that time. It criticises the use of derogatory language and defamatory statements in the rejoinder.

CONSIDERATIONS

1. The complainant, a Canadian national, joined the WTO in 1991 and is a participant in the WTOPP. In 1991 he married a Brazilian national in Brazil. He and his spouse signed a marriage contract that provided a strict separation of assets and in the event of divorce, neither party would have a claim to the other's separate property including pension benefits. Shortly after their marriage, the complainant and his spouse moved to Switzerland.

2. In 2006 the complainant commenced divorce proceedings in the Swiss courts. Ultimately, in 2008 the Swiss Federal Court awarded the complainant's spouse compensation in the form of an "equitable indemnity" in lieu of a share of the complainant's WTO occupational pension in accordance with Article 124 of the Swiss Civil Code. Article 124 applies in situations where an occupational pension cannot be split as contemplated in Article 122 of the Swiss Civil Code. The complainant states that as he is not yet in receipt of his pension, the amount must be deducted from his salary. It is noted, however, that there is no indication in the materials filed with the Tribunal that steps have in fact been taken to deduct any payments from the complainant's salary.

3. At this point, it is convenient to note that Switzerland and the WTO have a Headquarters Agreement. Articles 15 and 16 of the Agreement provide that Swiss law regarding occupational pensions

does not apply to the WTOPP or to non-citizen staff members at the WTO in Switzerland.

4. In early March 2010 the complainant's counsel wrote to the Secretary of the WTOPP requesting information and answers to a number of questions regarding the proper interpretation of the Headquarters Agreement and the powers of the WTOPP's Management Board (hereinafter "the Board") to deal with a number of matters. Shortly after, the Secretary provided him with responses to the questions specifying that the responses were prepared by the legal officers of the WTO Administration.

5. In June 2010 the complainant wrote to the Board seeking information and an interpretation pursuant to Article 3 of the WTOPP Regulations. In its 21 October 2010 decision, the Board found that it did not have jurisdiction to interpret the Headquarters Agreement. However, the Board also found that Article 124 of the Swiss Civil Code does not breach Switzerland's obligations under the Headquarters Agreement. The Board based its decision on the fact that there had been no transfer of assets from the WTOPP and that nothing in the Headquarters Agreement precluded the Swiss Government from applying domestic divorce legislation even in circumstances when it was inconsistent with a staff member's marriage contract. The Board also found that the awarded equitable indemnity affected the staff member's immediate wealth but this did not circumvent Article 40 of the WTOPP Regulations. Lastly, the Board rejected the request for an oral hearing on the basis that it saw "no grounds" for departing from the procedure in Rule A.26 of its Rules of Procedure that meetings of the Board "shall be held in private".

6. In January 2011 the complainant requested a review of the Board's October decision. In the impugned decision of 7 March 2011, the Secretary of the Board indicated that it found no reason to modify its earlier decision. The Board explained the circumstances under which it would be required to "request the Director-General to place on the General Council's agenda the issues surrounding

the implementation of Articles 122 and 124 of the Swiss Civil Code in the light of Articles 15 and 16 of the WTO Headquarters Agreement". First, the Board could be required to do so under the WTOPP Regulations and Administrative Rules if such a provision existed. This did not apply as there is no such provision.

Second, the Board would be obligated to refer the question if "it had doubts as to the compatibility of these Regulations and Administrative Rules with Articles 15 and 16 of the Headquarters Agreement". The Board found that there was no incompatibility since the Swiss Civil Code did not require any transfer of assets to or from the pension plan and also did not require the staff members to have any affiliation with any Swiss pension scheme. The Board again declined the request for an oral hearing as the complainant had "fully expressed [his] views in writing".

7. The complainant makes a number of submissions in relation to the Tribunal's competence to deal with the present complaint. He relies on Judgment 872 for the principle that the reasoning of a national court is not binding on the Tribunal. In his view, it follows that if his assertion regarding a conflict between the compensation awarded by the Swiss Federal Court and the Headquarters Agreement is correct, then it would be illegal for the WTO to enforce the Swiss Federal Court Order and seize any portion of the complainant's salary or pension emoluments. Even if the WTO declines to consider the compatibility of a Swiss Federal Court decision, it still must consider whether the Headquarters Agreement has been correctly applied.

8. The complainant disputes the WTO's argument that marriage is private and subject to domestic laws as it has in the past negotiated exceptions in the Headquarters Agreement for members of permanent missions with multiple wives despite polygamy being punishable under the Swiss Criminal Code. Therefore, the Organization could negotiate an agreement that prevents the application of Article 124 of the Swiss Civil Code.

9. The complainant also appears to suggest that the WTO has a more general duty to ensure that the Headquarters Agreement is not violated by Switzerland. He argues that there is a "legitimate expectation that the privileges and immunities guaranteed to him as an international civil servant under the [Headquarters] Agreement will be upheld". He adds that international treaties under international law generally prevail over domestic laws.

10. As to the Board's decision, the complainant submits that the Board erred when it interpreted *de facto* the Headquarters Agreement after having correctly found that it could not interpret the provisions at issue. Further, its erroneous *de facto* interpretation of Articles 15 and 16 of the Headquarters Agreement require the Tribunal's intervention. In particular, the Board erred in law in finding no conflict between Article 16 of the Agreement and Article 124 of the Swiss Civil Code and provided no basis for such a finding. The complainant submits that Articles 15 and 16 of the Agreement exempt not only the WTO but also the staff members not of Swiss nationality from "compulsory occupational pension schemes".

11. The complainant relies on Article 40 of the WTOPP Regulations which states that participants in the Pension Plan cannot assign their rights under the pension to anyone. He takes the position that simply because the reserves of the Pension Plan are not affected, it does not imply that his pension rights are not affected. The economic effect remains the same.

12. The complainant also contends that the Board was obligated to refer the Headquarters Agreement to the Director-General to seek interpretation with the General Council as the Board was not competent to interpret the relevant provisions. He disputes that the provisions are clear as alleged by the WTO and interpretation is therefore required. He also points out that in its final decision the Board held that it would have been obligated to refer the question to the Director-General if the Board had any doubts about the

compatibility of the WTOPP Regulations and Administrative Rules, and the Headquarters Agreement. This was incorrect as the issue before the Board was the compatibility of the Swiss Civil Code with the Headquarters Agreement.

13. In a different vein, the complainant alleges a breach of Rule B.4 of the Administrative Rules of the WTOPP, which prohibits the disclosure of information regarding a staff member's assets to a Swiss court. He also asserts that had he failed to provide information regarding his Pension Plan benefits to the Swiss authorities, he was informed that he could face disciplinary measures from the WTO for failing to have complied with a Swiss court order or judgment.

14. The complainant also suggests that the WTO violated the privacy rules by responding to the letter from the Swiss Mission regarding the complainant's refusal to cooperate with the Swiss authorities and by copying to the Swiss Mission the letter to the complainant threatening disciplinary action if he did not comply with his financial obligations. He takes issue with the fact that no disciplinary action has been taken against those who released his personal information, despite his having raised the matter in a letter to the Director-General.

15. Relying on Judgment 2768, the complainant claims that the WTO has a duty of good faith to inform staff members regarding the actions that may imperil their rights and interests and a greater duty arises in a particularly complex legal situation. The Organization failed to inform the complainant and other WTO staff members that their marriage contracts might not be recognised in Switzerland despite the Swiss Government informing the WTO about this problem. The complainant adds that the WTO's reply to the Swiss Government on this subject matter should have been circulated to the staff members. The complainant refers to the United Nations Joint Staff Pension Fund information booklet in which it offers to consult with pension plan members regarding the impact of divorce on pensions.

16. The complainant also advances other challenges to the Swiss Federal Court's decision; for example, the method used to calculate the amount of the compensation due to his former spouse and the failure to apply Brazilian law to the marriage contract are violations of the principles of international law.

17. The complainant takes a number of other positions, including that the Board should have found that the Headquarters Agreement prevented the Swiss judgment from applying to him; by threatening him with disciplinary action, the WTO "unilaterally decided that the Standards of Conduct would prevail over Article 16 of the Headquarters Agreement and Article 40 of the WTOPP Regulations", as the Organization had the discretion under Rule 115.2(b) of the Staff Rules to make exceptions to the application of rules; and that his right to equal treatment was breached since, in having to pay the equitable indemnity, he is worse off than Swiss citizens whose pensions can be split.

18. In large measure, the present complaint is a challenge to the Swiss Federal Court's final decision. However, it is well settled that the Tribunal cannot be used as a means of bringing an appeal from a national court. It is equally well settled that the Tribunal has no jurisdiction over private matrimonial matters, including the division of the matrimonial property of staff members that reside in the exclusive domain of the domestic courts. In Judgment 3020, under 5, the Tribunal discussed its competence in relation to agreements such as the Headquarters Agreement. It reads:

> "5. It does not lie within the Tribunal's competence, as defined in Article II, paragraph 5, of its Statute, to examine whether the practice followed by the Genevan tax authorities in this case was compatible with the provisions on the exemption enjoyed in principle by the complainant as a grade P-5 official employed by an international organisation which has concluded a headquarters agreement with Switzerland – nor do the parties ask it to do so.
>
> It is, however, incumbent upon it to examine whether the Organization correctly applied Staff Rule 106.11, on which the complainant relies, and which reads as follows:

'Taxes

National income tax on salaries, allowances, indemnities or grants paid by the WTO shall be refunded to the staff member by the WTO.'"

19. Thus, it can be seen that the Tribunal is not competent to examine whether the Swiss Civil Code or the Swiss Federal Court decision violates the Headquarters Agreement and cannot entertain challenges to the decision itself. It follows, that no interpretation of the Agreement is necessary.

20. However, as found in Judgment 3020, the Tribunal can consider an organisation's application of its own provisions, such as Article 40 of the WTOPP Regulations (the non-assignability of pension rights) or Rule B.4 of the Administrative Rules of the WTOPP (privacy rights). The Tribunal can also, as stated in Judgment 3105, under 5, consider the WTO's application of the Headquarters Agreement. However, in the present complaint, the complainant has failed to identify any action or inaction on the part of the WTO that is relevant to the various arguments advanced.

21. For the sake of completeness, the Tribunal adds the following observations. It is clear that the application of Article 124 of the Swiss Civil Code has no impact on the complainant's pension rights and benefits. Similarly, the Order requiring the complainant to pay the equitable indemnity does not make the complainant subject to the Swiss retirement legislation within the meaning of Article 16(2) of the Headquarters Agreement. Similarly, the complainant's pension rights have not been assigned in violation of Article 40 of the WTOPP Regulations. Article 124 of the Swiss Civil Code applies only in situations where the pension rights cannot be assigned.

22. As to the allegations of the right to privacy violations, Article B.4 of the Administrative Rules of the WTOPP applies to the activities of the Board and not to the complainant who was not barred in any way from sharing his pension information with the

Swiss authorities. There is no evidence that the Board at any time provided the Swiss authorities or courts with any information regarding the complainant's pension. It may be inferred from the pleadings that the complainant himself provided the pension plan information to the Swiss authorities and the courts.

23. Additionally, the allegation of the breach of Staff Rule 101.1(e) is without merit. In the exchanges between the WTO and the Swiss Mission, no personal information was shared and there was no personal information in the letter to the complainant copied to the Swiss Mission and he was informed that its contents would be shared. It is also noted that the reply to the request for information from the Swiss Mission was a request initiated by the complainant's counsel.

24. The complainant's assertion that the WTO should have warned him about the possible application of the Swiss law to his circumstances is without merit. None of the complainant's employment rights and interests were impacted by Swiss law. An organisation is under no obligation to warn a staff member about the possible application of a domestic law that is unrelated to the staff member's employment. This is in contrast with the type of situation that arose in Judgment 2997. In that case, a duty to warn/inform was found and met, in a situation where the staff members of the organisation had a choice between a state's and the organisation's pension scheme.

25. In his rejoinder, the complainant introduces a number of new allegations and attacks that are only loosely related to the complaint and appear not to have been raised until the rejoinder was filed in 2012. These matters are all irreceivable.

26. The complainant disputes the Board's refusal to hold an oral hearing and requests an oral hearing before the Tribunal. He also requests additional documentary disclosure from the WTO.

27. The complainant argues that a hearing before the Board was required "so that [his] lawyer could explain to the Board the intricacies of the Swiss legislation on pension matters and the actual impact of the Swiss Federal Court's decision on [his] pension rights". He also claims a right to an oral hearing based on the European Convention on Human Rights.

28. As the complainant himself acknowledges, this complaint is one that turns essentially on questions of law. As such, there is no issue that would justify a departure from the Tribunal's practice not to grant oral hearings in these circumstances. Similarly, the Board was justified in finding that there was no reason to have an oral hearing. The complainant's request for an oral hearing is rejected.

29. The complainant's request for additional documentation is broadly formulated and includes any WTO reports, accounting records, e-mails relating to the interpretation of the Headquarters Agreement in particular, Articles 15 and 16 and how the Swiss divorce legislation impacts the WTOPP. The complainant also requests "[a]ny prior or working drafts of the WTO Pension Plan Regulations produced by or circulated among the *ad hoc* WTO Pension Plan Regulation drafting committee mandated by the WTO General Council in or around 1995-96".

30. As the requested documentation is unnecessary for the purpose of resolving the complaint, the request is rejected.

31. Lastly, the Tribunal notes that the disrespectful and overly aggressive language and the personal attacks found in the rejoinder have no place in pleadings before the Tribunal.

DECISION

For the above reasons,

The complaint is dismissed.

In witness of this judgment, adopted on 1 November 2013, Mr Giuseppe Barbagallo, President of the Tribunal, Ms Dolores M. Hansen, Judge, and Mr Michael F. Moore, Judge, sign below, as do I, Catherine Comtet, Registrar.

Delivered in public in Geneva on 5 February 2014.

Giuseppe Barbagallo
Dolores M. Hansen
Michael F. Moore
Catherine Comtet