



IN THE MATTER OF:

S.N., Applicant

v.

Chairperson of the African Union Commission, Respondent

FOR APPLICANT: *Pro se*

FOR RESPONDENT: Guy-Fleury NTWARI, Legal Counsel, African Union Commission

BEFORE: S. MAINGA, President, J. SEDQI, and P. COMOANE

HEARD ON: 26 August 2022, 23 September 2022

ORDER

1. On 28 October 2019, Applicant, a Documentalist and Administrative Assistant (P-1) with the African Union Advisory Board on Corruption (AUABC), filed an application contesting the decision to recover tuition payments and training allowances paid to him on account of an approved graduate training he completed at the ITC-ILO in 2017.
2. On 10 February 2020, the parties entered into a Settlement Agreement, containing eleven terms requiring Respondent's action in consideration of which Applicant would withdraw his application with the Tribunal.
3. On 13 March 2020, Applicant informed the Tribunal that Respondent had reimbursed him as agreed all disputed recoveries from his salary while other terms of the Settlement Agreement remained outstanding. In a subsequent filing, Applicant again complained that Respondent failed to implement arts. 1(3) and 1(7) of the Settlement Agreement. Respondent did not then dispute these claims.
4. Art. 1(3) pertained to Respondent's undertaking to reimburse Applicant for legitimate expenses and travel costs incurred since 2015. In art. 1(7), Respondent undertook to "recalculate and fully reverse the salary arrears" of Applicant.
5. On 13 December 2021, Respondent filed a report advising the Tribunal that art. 1(3) had been executed and that the parties jointly deem art. 1(7) fully satisfied. Applicant countered that art. 1(3) had only been implemented in part and arts. 1(8) and 1(9) have not been executed as agreed.
6. The Tribunal's task in the instant order is to ascertain whether the conditions of the Settlement Agreement had been met by Respondent. The Tribunal now understands Applicant to be complaining that Respondent has failed to implement arts. 1(3), 1(8) and 1(9).
7. With respect to art.1(8) (undertaking to investigate) and art.1(9) (undertaking to hold responsible officials accountable), the Tribunal has considered that neither condition was listed as a prayer in the underlying application filed by Applicant. And unfortunately for Applicant, the Tribunal also lacks the competence to order an investigation or discipline against any Union official even in the context of enforcing a settlement agreement.¹
8. On art. 1(3)'s implementation, the Tribunal invited further exchange of evidence before considering this matter on papers filed. Unfortunately, the Tribunal was not assisted by the parties in ascertaining the correct execution status of art. 1(3). In fact, the parties confused the record with copious filings on a question of fact that the Tribunal considers to be straightforward.

¹ See *A.D.*, AUAT/2021/004, para. 32-3.

9. The Tribunal further notes that the Settlement Agreement does not state the amount owed to Applicant under art. 1(3). To the extent the parties have a disagreement about a matter not reduced to a particularized, executable term in the Agreement, the Tribunal has no basis to determine the issue in the current posture of the case. Consequently, Applicant is urged to submit his 2018 travel claims to the appropriate officer in AUABC for administrative determination in the first instance. If unsatisfied with the same, Applicant may afterwards approach the Tribunal with a fresh application under Staff rule 62.
10. For the above reasons, the Tribunal deems the Settlement Agreement dated 10 February 2020 substantially fulfilled and the matter registered as Case No. AUAT/2019/006 is dismissed with prejudice on account of the parties' agreement.

Date: 21 October 2022

/signed/

SYLVESTER MAINGA, PRESIDENT
JAMILA B. SEDQI
PAULO D. COMOANE

Secretary: _____

Paulo D. Comoane