

Open Letter to the Mr. Guy Ryder, USG for Policy and Head of the UN80 Taskforce

Nadine Kaddoura
Founder @CERTIORARIS and former UN Senior Staff
15 August 2025

To:

Mr. Guy Bernard Ryder, USG for Policy and Head of the UN80 Taskforce

cc:

Mr. António Guterres, Secretary-General of the United Nations
Ms. Elinor Hammarhjold, USG for Office of Legal Affairs
Ms. Catherine Pollard, USG for Management
Mr. Courtenay Rattray, Chef de Cabinet
Mr. Stéphane Dujarric, Spokesperson for the Secretary-General

Subject: UN80 Early Separation Agreements – Legal Objections and Breach of the Principles of the Administration of Justice

Dear Mr. Ryder,

I write to register a formal objection to the UN80 Taskforce's deployment of "*early separation*" agreements containing waiver clauses of sweeping breadth. Such provisions are inconsistent with binding jurisprudence, violate the Organization's own regulatory framework, and are incompatible with the fundamental principles of the administration of justice as enshrined in the Charter of the United Nations.

As USGs and ASGs shield themselves behind UN80 to settle personal or political scores and effect separations under the guise of budget cuts and restructuring, the Office of Human Resources has advanced further. In a calculated effort to insulate the administration from future litigation and to avoid paying higher awards before the United Nations Dispute Tribunal (UNDT) and United Nations Appeals Tribunal (UNAT), OHR has initiated the use of "*agreed terminations*" and "*early separation packages*," thereby inducing staff to separate voluntarily in lieu of seeking judicial review.

While ostensibly framed as a matter of choice, in practice these agreements operate as legal entrapment. Staff are invited, under the pretext of "*budgetary necessity*", to sign away vested rights, including those relating to pending complaints and ongoing litigation.

It is manifest that the present targets are not incidental redundancies but include staff engaged in active disputes, harassment claims, or proceedings seeking accountability from senior officials. I am personally aware of several ongoing cases.

The construct is deliberate: frame the separation as “*voluntary*” while embedding a waiver clause of such sweeping breadth that it extinguishes all present and future claims, thereby foreclosing judicial recourse and insulating the Organization from liability for misconduct, however egregious.

This provision appears verbatim in the UN80 agreement:

“I agree to withdraw all claims and appeals I may have pending against the Organization, and I will make no further claims or appeals against the Organization arising from my terms of appointment or separation from service with the Organization. In addition, I acknowledge that as at the date of this agreed termination, I have no further claims against the Organization;”

Binding Jurisprudence

Just a few days ago, on 11 August 2025, the United Nations Dispute Tribunal issued a landmark judgment, *Melbiksis v. Secretary-General of the United Nations* (UNDT/2025/053), the first of what is likely to be a series, in which UNHCR invoked a materially identical “*no-sue*” clause to bar receivability. The Tribunal held:

“Accordingly, the Tribunal finds that the Applicant’s three misconduct reports are not covered by the settlement agreement, including its no-sue clause. The Tribunal notes that if a no-sue clause of a settlement agreement was to be extended to cover all future misconduct reports of a releasor (in the present case, the Applicant) concerning a releasee (UNHCR), the risk would be that any rejection of a misconduct report regarding, even very serious, disciplinary offences could subsequently be shielded entirely from judicial review.

Creating such a culture of impunity defies the fundamental principle of access to justice and would not be in the best interest of the Organization.”

A culture of impunity. This is precisely what UN80 is institutionalizing.

The Organization’s pattern of abuse of such clauses was further confirmed earlier in 2023 in *Shahwan v. Commissioner-General of UNRWA* (UNRWA/DT/2023/018/Corr.01). UNRWA, in particular, is well known for its systemic and recurrent misuse of unlawful non-disclosure agreements and separation terms to suppress claims and shield officials from accountability. In that case, the Tribunal ruled:

“The agreed conditions at stake (sections 12 and 13 Separation Agreement) were therefore obviously violating the standards enshrined in the Standards of Conduct. All

individuals involved in the negotiations and consequent conclusion of the conditions in question should have been aware that the agreed conditions were not in compliance with the regulatory framework of UNRWA and the UN.

The Tribunal finds that there is a hierarchy among the obligations in question. The Tribunal finds that, in general, obligations deriving from the UN Charter, the Standards of Conduct and UNRWA Regulations and Rules prevail over obligations deriving from agreements concluded by the Agency with an individual staff member.

The Tribunal thus holds that the conditions in such an agreement that are not in compliance with the regulatory framework of UNRWA and UN values and principles cannot be enforced before and by this Tribunal.”

Applicable Legal Principle

The principle emerging from the above jurisprudence is unequivocal: no private agreement, however artfully drafted or coercively negotiated, can lawfully displace obligations arising under the Charter of the United Nations, the Standards of Conduct, or the Organization’s internal regulatory framework. Any clause purporting to do so is ultra vires, null, and unenforceable.

Signing such an agreement constitutes an express waiver of rights guaranteed under the Charter:

“We the peoples of the United Nations determined to ... reaffirm faith in fundamental human rights, in the dignity and worth of the human person, ... and to establish conditions under which justice ... can be maintained.”

In light of binding jurisprudence confirming that such waiver clauses are ultra vires, null, and unenforceable, on what legal basis does the UN80 Taskforce, under your authority is promoting their use? What justification exists for requiring staff to execute instruments that, on their face, contravene established rulings of the United Nations Dispute Tribunal?

Why should staff repose confidence in the Secretary-General, the UN80 Taskforce, or the senior officials directing this initiative, when the clauses in question have already been judicially determined to be incompatible with the Organization’s regulatory framework and the fundamental principles of the administration of justice?

Demand for Immediate Remedial Action

I call upon you, the Secretary-General, and the Under-Secretary-General for Legal Affairs to:

- **Immediately cease and desist** from the use of such waiver clauses in all UN80 separation agreements, with effect from the date of this correspondence.
- **Provide a formal, written undertaking** that no staff member shall be required, induced, or coerced, directly or indirectly, to execute any instrument purporting to waive or extinguish rights which the United Nations Dispute Tribunal has expressly determined to be protected under the Organization's regulatory framework.
- **Initiate a comprehensive legal review** of all ongoing separations being negotiated under such terms to determine their compliance with the Charter of the United Nations, the Standards of Conduct, and binding Tribunal jurisprudence, and to take corrective measures where non-compliance is established.

The administration of justice constitutes a binding legal obligation under the Charter and applicable jurisprudence; it is not subject to discretion or convenience. The continuation of this practice will further erode staff trust, compromise the integrity of the Organization's internal justice system, and place the Secretary-General in breach of his duty to uphold and defend the Charter.

Respectfully,

Nadine Kaddoura
Founder CERTIORARIS; and;
former United Nations senior staff

A handwritten signature in black ink that reads "Nadine Kaddoura". The signature is written in a cursive style with a long, sweeping underline.