

# 2011-UNAT-111, Sprauten

## UNAT Held or UNDT Pronouncements

UNAT considered an appeal by the Secretary-General limited to Case 2. UNAT held that it did not matter that the start date of the contract was not mentioned in the offer itself, as the emails showed that this date was clearly given as an essential condition for the offer and that it was only subject to minimal change. UNAT held that UNDT distorted the facts by failing to recognise that, in this case, the start date was an essential condition for the offer and that, by continuing to contest it, Mr Sprauten had never unconditionally accepted the offer made to him. UNAT held that UNDT committed an error of law by finding that the withdrawal of the offer was a breach of contract and that the harm suffered as a result should be compensated. UNAT dismissed Mr Sprauten's application submitted to UNDT, concerning the withdrawal of the offer of employment. UNAT upheld the appeal and annulled the UNDT Judgment with respect to Case 2.

## Decision Contested or Judgment/Order Appealed

Mr Sprauten contested two decisions before UNDT: first, his non-selection for a position (Case 1); and second, the withdrawal of an offer of appointment (Case 2). In Judgment No. UNDT/2010/087, UNDT found that: the contested decision in case 1 was in breach of Mr Sprauten's contractual rights to have his candidacy adequately and properly considered, and the contested decision in case 2 was in breach of the contract to recruit him.

## Legal Principle(s)

A contract is formed before the issuance of the letter of appointment by an unconditional agreement between the parties on the conditions for the appointment of a staff member if all the conditions of the offer are met by the candidate.

## Outcome

Appeal granted

## Full judgment

[Full judgment](#)

## Applicants/Appellants

Sprauten

## Entity

UNOPS

## Case Number(s)

2010-106

## Tribunal

UNAT

## Registry

New York

## Date of Judgement

11 Mar 2011

## President Judge

Judge Courtial

## Language of Judgment

English

French

## Issuance Type

Judgment

## Categories/Subcategories

Staff selection (non-selection/non-promotion)  
Selection decision

## Applicable Law

UNAT Statute

- Article 2.2(a)