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**This is the author's manuscript**

*Original Citation:*

*Availability:*

This version is available <http://hdl.handle.net/2318/1726611> since 2020-02-19T17:01:29Z

*Published version:*

DOI:10.12829/95782

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# **The Boundaries of the Duty of Care of International Organizations Towards Their Civilian Personnel Deployed Abroad: Insights from the Recent ILOAT Case-law**

**Andrea Spagnolo**

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## **1. Introduction**

International organizations (IOs) owe a legal duty to protect their employees. This legal obligation, commonly labelled as the ‘Duty of Care’ (DoC), aims at protecting IOs’ personnel when they are performing their official functions. According to the United Nations High-Level Committee on Management and its High-Level Working Group on *Reconciling duty of care for UN personnel with the need ‘to stay and deliver’ in high-risk environments*, «the duty of care constitutes a non-waivable duty on the part of the organizations to mitigate or otherwise address foreseeable risks that may harm or injure its personnel and their eligible family members»<sup>1</sup>.

With the expression DoC, therefore, reference is made to the whole set of legal rules and principles that govern the peculiar relationship between international organizations and their employees as far as the protection of the latter is considered.

The DoC gains particular importance when personnel of IOs are deployed abroad, in particular when the destination is represented by Countries where the environment is not ‘safe and secure’<sup>2</sup>. It is worth noting that the topic is

<sup>1</sup> United Nations High-Level Committee on Management, Working Group on “Reconciling Duty of Care for UN personnel while operating in high risk environments”, *Final Report*, UN Doc. CEB/2016/HLCM//11 of 11 March 2016, p. 3, para. 8.

<sup>2</sup> The expression ‘safe and secure’ is borrowed from the latest UN document on the protection of personnel deployed abroad according to which the Organization «have a responsibility as employers to ensure that operating environments are safe and secured through the

attracting a growing attention from institutions (both IOs and NGOs) and scholars due to the increasing number of casualties involving civilian personnel deployed abroad<sup>3</sup>. If one only looks at the incidents occurring to international humanitarian workers, he/she realizes that since 1997 until now more than seven-hundred individuals have been killed, wounded or kidnapped<sup>4</sup>. This had also an impact on the increasing number of claims alleging breaches of the DoC presented before IOs administrative tribunals, namely the judicial avenues where the disputes between IOs and their staff are usually addressed<sup>5</sup>.

Although IOs generally agree to bear the responsibility to protect their personnel on mission, a coherent normative framework that defines the DoC does not exist<sup>6</sup>. From a legal point of view, such an uncertainty is due to several reasons: a lack of a common definition, a lack of a univocal legal source in international law and the problematic apportionment of responsibility between the IO and the host State, where the mission is performed.

A 2018 decision of the International Labour Organization Administrative Tribunal (ILOAT)<sup>7</sup> provides a plastic example of the problems mentioned above. The *A v. ICC* case<sup>8</sup>, in fact, concerned the failure of the International Criminal Court (ICC) to protect four of its officials who were in Libya in the context of its investigation into the crimes committed in that Country in 2011.

implementation of appropriate mitigating measures, supplementing host Governments' security measures when the risks to be confronted require measures beyond those that can be reasonably provided by the host Government» (J. FLORES CALLEJAS, J. WESLEY CAZEAU, *Safety and Security in the United Nations System*. Geneva, 2016, p. 1, para. 6).

<sup>3</sup> See recently on the protection of international organizations' civilian personnel abroad: *The Duty of Care of International Organizations Towards Their Civilian Personnel. Legal Obligations and Implementation Challenges*, A. DE GUTTRY, M. FRULLI, E. GREPPI, C. MACCHI (eds), The Hague, 2018.

<sup>4</sup> The data related to those incidents are available on *The Aid Worker Security Database (AWSDB)*, "Security incident data", available at [aidworkersecurity.org](http://aidworkersecurity.org). For an analysis of those data see G.A. ARMENES, A. JESUS ARVIZU III, S. ASWAD, M. FANUZZI, F. FRETTO, A. MORATTO, V. STRIPPOLI, "International Organizations and Alleged Duty of Care Breaches: A Growing Ethical, Reputational and Financial Challenge", in *The Duty of Care of International Organizations Towards Their Civilian Personnel. Legal Obligations and Implementation Challenges*, cit., pp. 12-13.

<sup>5</sup> *Ibid.*, p. 8-10.

<sup>6</sup> The very same working group mentioned in footnote 1 admits that there is «no clear consensus on a definition» and that «there is no universal definition of duty of care» (United Nations High-Level Committee on Management, Working Group on "Reconciling Duty of Care for UN personnel while operating in high risk environments", cit.).

<sup>7</sup> As provided by art. II(5) of its Statute, the ILOAT, the largest and oldest IAT, currently exercises its competence over staff disputes involving – besides the International Labour Organization (ILO) – 63 international institutions, included the ICC. See Statute of the ILOAT adopted by the International Labour Conference on 9 October 1946 and amended by the Conference on 29 June 1949, 17 June 1986, 19 June 1992, 16 June 1998, 11 June 2008 and 7 June 2016.

<sup>8</sup> ILOAT, *A. v ICC*, Judgment No. 4003 of 26 June 2018.

In June 2012 the Libyan government detained the four officials for twenty-seven days, charging them with several criminal offences. After their release, the ICC's Registrar denied them a proper compensation for the damages suffered alleging that the organization did what it could do for releasing them and that, in any case, it was not accountable for their mistreatment during the detention in Libya.

In reversing this decision, the ILOAT acknowledged that the DoC applies to similar scenario and at the same time contributed to define its boundaries, especially when civilian personnel are deployed abroad<sup>9</sup>. In this regard, ILOAT's judgment has the potential to impact on the effectiveness of the DoC, at least from two perspectives: 1) the scope and the content of the DoC; 2) the remedies afforded by international administrative tribunals (IATs) to deal, in particular, with violations of IOs' duty of care.

The present article tackles the DoC from the first perspective, while the following piece, authored by Francesca Capone, will look at this topic from the second one. This article will first present and discuss the state of the art of the DoC in international law, analyzing, in particular, the cross-fertilization between the internal rules of IOs and other international law sources. Then, the article will present the problems related to the DoC of personnel deployed abroad and will assess the solutions offered by the ILOAT in its recent judgment against the ICC.

## **2. Sources, content and nature of the Duty of Care in international law**

The DoC of IOs towards their civilian personnel is not any new in international law, as long as it is considered part of the so-called law of international civil service, namely the rules that regulates the relationship between IOs and their staff. It is worth recalling that since the League of Nations such a relationship has been and still is governed by the internal rules of each IO<sup>10</sup>.

As far as the protection of civilian personnel is concerned, the first authoritative statement on this concept dates back to 1948 when the UN General Assembly unanimously adopted resolution 258/III requesting the International Court of Justice (ICJ) an Advisory Opinion on the possibility for the

<sup>9</sup> *Ibid.*, paras. 16-18.

<sup>10</sup> Cf. H.G. SCHERMERS, N.M. BLOKKER, *International Institutional Law*, Leiden-Boston, 5<sup>th</sup> ed., 2011, p. 389. On the law of international civil service see extensively C.F. AMERASINGHE, *The Law of the International Civil Service (as Applied by International Administrative Tribunals)*, Volume I and II, Oxford, 1988; S. VILLALPANDO, "The Law of International Civil Service", in J. KATZ COGAN et al. (eds), *The Oxford Handbook of International Organizations*, Oxford, 2016, p. 1069 ff. See also R. PISILLO MAZZESCHI, "Funzionario internazionale", in *Digesto delle Discipline Pubblicistiche*, Turin, 1991, p. 44 ff.; D. GALLO, "Status, privilegi, immunità e tutela giurisdizionale dei funzionari delle organizzazioni internazionali", in *Diritto delle organizzazioni internazionali*, A. DEL VECCHIO (a cura di), p. 273 ff.

Organization to bring claims for injuries suffered by its Agents after the death of Count Bernadotte in Palestine. In the request, the General Assembly stated that:

the series of tragic events which have lately befallen agents of the United Nations engaged in the performance of their duties raises, with greater urgency than ever, the question of the arrangements to be made by the United Nations with a view to ensuring to its agents the fullest measure of protection in the future and ensuring that reparation be made for the injuries suffered<sup>11</sup>.

The following year, in 1949, the ICJ released its famous Advisory Opinion on *Reparation for Injuries Suffered in the Service of the United Nations*, upholding the view that the protection of the agents of IOs should be taken in due consideration. The Court went further and affirmed that the protection of IOs' agents is functional to ensure the independence of those individuals acting on behalf of the organizations. Precisely, the ICJ stated that:

the organization may find it necessary, and has in fact found it necessary, to entrust its agents with important missions to be performed in disturbed part of the world. Many missions, from their very nature, involve the agents in unusual dangers do which ordinary persons are not exposed [...] Both to ensure the efficient and independent performance of these missions and to afford effective support to its agent, the Organization must provide them with adequate protection [...] <sup>12</sup>.

Important as it certainly is, the Advisory Opinion of the ICJ neither recognized a specific source and legal nature for the DoC, nor elaborated further on its definition. In fact, the sources of this peculiar obligation are multi-faceted.

As anticipated above, the internal rules of each IO represent the most immediate source to look at when it comes to consider the status of personnel. IOs' constitutive acts usually regulate this status, guaranteeing the independence of the personnel from their respective States of nationality, but do not set forth any rules related to their protection; one key example is art. 100 of the UN Charter<sup>13</sup>.

<sup>11</sup> General Assembly, *Reparation for Injuries Incurred in the Service of the United Nations*, Resolution n. 258/III of 3 December 1948, preamble.

<sup>12</sup> International Court of Justice, *Reparation for Injuries Suffered in the Service of the United Nations*, Advisory Opinion of 11 April 1949, p. 13.

<sup>13</sup> See UN Charter, art. 100: «[i]n the performance of their duties the Secretary-General and the staff shall not seek or receive instructions from any government or from any other authority external to the Organization».

The contracts that individuals sign with IOs, where the rights and duties of staff are described can be to a certain extent sources of the DoC<sup>14</sup>. In particular, IATs rely on the contract's relationship between the organization and the employee as a source of the DoC. In the *Re Grasshoff* case the ILOAT affirmed that the duty of care is «a fundamental principle of every contract of employment»<sup>15</sup>, thus finding its origin in IOs' contractual relations with their employees as confirmed also by the Administrative Tribunal of the Organization of American States (OAS)<sup>16</sup>.

It is doubtful, however, that employment contracts alone can cope with all the legal problems arising from this peculiar relationship and to protect adequately the safety of the personnel<sup>17</sup>. Suffices here to say that the status of personnel, and in particular their protection, cannot be regulated neither by the municipal law of the host States, nor by the municipal law of the State of nationality for essentially two reasons. As for the first, autonomy from domestic legal orders help ensuring independence of the personnel and its purely 'international' nature<sup>18</sup>; as for the second, IOs enjoy immunity from suits before domestic courts, therefore any attempt to ground staff regulation in the municipal law would have inevitably ended up in a denial of justice<sup>19</sup>.

For this reason, the protection of IOs personnel is regulated in a statutory manner. It was first the League of Nations to acknowledge the need to introduce a statutory regulation of relationship with staff and personnel, which urged the Secretariat to adopt its own Staff Regulations, aimed at preserving the international status of the officials of the League<sup>20</sup>.

The example of the League of Nations and the Advisory Opinion of the ICJ in the *Reparation for Injuries* case urged the most important IOs to regulate the protection of their personnel introducing ad hoc rules in their staff regulations. In fact, one of the immediate merits of the Advisory Opinion of the ICJ was to shed light on a normative gap: until then, the rights and duties of staff personnel were exclusively regulated by the individual contracts signed with the organizations.

<sup>14</sup> See H.G. SCHERMERS, N.M. BLOKKER, *op. cit.*, p. 389.

<sup>15</sup> ILOAT, *In re Grasshoff v. WHO (Nos 1 and 2)*, Judgment No. 402 of 24 April 1980, para. 1.

<sup>16</sup> OAS Administrative Tribunal, *Edmund V. Uehling v. Secretary General of the Organization of American States*, Decision No. 8 of 30 May 1974, p. 10.

<sup>17</sup> H.G. SCHERMERS, N.M. BLOKKER, *op. cit.*, pp. 389-390. See more in general A. REINISCH, "Contracts between International Organizations and Private Law Persons", in *Max Planck Encyclopedia of Public International Law*, Oxford, 2014.

<sup>18</sup> See accordingly A. REINISCH, *op. cit.*, para. 13.

<sup>19</sup> Cf precisely on this K. CARLSTON, "International Administrative Law: A Venture in Legal Theory", in *Journal of Public Law* 1959, pp. 331-332. See more recently: R. DHINAKARAN, "Law of the International Civil Service: A Venture into Legal Theory", in *International Organizations Law Review* 2011, p. 167.

<sup>20</sup> See in general C.J. TAMS, "League of Nations", in *Max Planck Encyclopedia of Public International Law*, 2006, para. 19.

Accordingly, each IO has its own rules. Just to make some examples, the United Nations adopted the UN Staff Regulations, recently amended.<sup>21</sup> Similarly, the OSCE<sup>22</sup>, the EU<sup>23</sup> and the Council of Europe (CoE)<sup>24</sup> have their own Staff Regulations and Staff Rules. Beside them, the ICC – which is the object of the case study presented in this article – makes no exception as it adopted its own Staff Rules and Regulations in 2003. Regulation 1.2, let. c) enshrines the DoC, including it in the *General Rights and Obligations* of the Staff section<sup>25</sup>. These are just few examples, as the vast majority of IOs have adopted similar rules. In most cases staff rules and regulations are complemented by operational guidelines, such as those adopted in the framework of OSCE and applicable when staff is working in «potentially hazardous environment»<sup>26</sup>.

The staff rules and regulations contain provisions which impose to IOs a DoC towards their personnel. Starting from the UN, one can note that according to Staff regulation 1.2, let. c), «[i]n exercising this authority the Secretary-General *shall seek to ensure*, having regard to the circumstances, *that all necessary safety and security arrangements are made for staff carrying out the responsibilities entrusted to them*»<sup>27</sup>. The ICC adopted an identical formulation<sup>28</sup>, while the OSCE spelled the DoC out using a slightly different wording: «*the OSCE has a duty of care towards its staff*. Stated simply, it means that the organization must take *reasonable steps to ensure actions undertaken on its behalf do not knowingly cause harm to its employees*, but also other individuals»<sup>29</sup>. The Secretariat of the CoE «shall take appropriate measures to ensure the safety and hygiene of the work premises»<sup>30</sup>. A rather different formulation is to be found in the staff regulations of the African Union (AU):

<sup>21</sup> *Staff Regulations and Rules of the United Nations. Secretary-General's bulletin*, UN Doc ST/SGB/2017/1 of 30 December 2016.

<sup>22</sup> *OSCE Staff Regulations and Staff Rules*, DOC.SEC/3/03 of September 2003, updated 6 July 2018, Regulation 2.03.

<sup>23</sup> Regulation (EEC) No. 31, 11 (EAEC), of 14 June 1962 laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community, with subsequent amendments.

<sup>24</sup> The *CoE's Staff Regulations* were adopted by Resolution Res(81)20 of the Committee of Ministers of 25 September 1981, and since then it has been amended many times. They are available online at [www.coe.int](http://www.coe.int).

<sup>25</sup> International Criminal Court, *Staff Regulations Adopted by the Assembly of States Parties*, ICC-ASP/2/10 of 8-12 November 2003, Regulation 1.2, let. c).

<sup>26</sup> OSCE, *Operational Guidelines for Working in a Potentially Hazardous Environment*, available at [www.osce.org](http://www.osce.org).

<sup>27</sup> *Staff Regulations and Rules of the United Nations*, cit., Regulation 1.2, let. c).

<sup>28</sup> See *supra* note 21.

<sup>29</sup> OSCE, *Operational Guidelines*, cit., p. 15.

<sup>30</sup> CoE Staff Regulations, art. 49.

*The Union shall protect fundamental human rights, dignity, worth and equal rights of all its staff members as set out in these regulations and other legally binding international legal instruments as well as other administrative instruments. No staff member shall be discriminated against in pursuit of his or her career with the Union. It shall be the Union's responsibility to provide assistance, protection and security for its staff members where appropriate against threats, abuse, harassment, violence, assault, insults or defamation to which they may be subjected by reason of, or in connection with, the performance of their duties*<sup>31</sup>.

AU's staff regulations are worth mentioning as they refer to the protection of human rights of the employees. In this regard, as we will see in the next paragraph, they represent an exceptional case<sup>32</sup>.

It appears from what precedes that the formulation adopted by IOs is generally very broad. This is admitted, for example, by the OSCE, which, in the above-mentioned operational guidelines define the DoC as a «broad ranging and complex legal principle that includes elements of whether an incident resulting in harm was reasonably foreseeable»<sup>33</sup>.

The broadness of definition of the DoC risks to make it uncertain to determine its boundaries, especially when staff and personnel are deployed abroad, as we will see in the next paragraph. Against this background, it is useful to inquiry into the possibility that external international law sources, in particular international human rights law, can help refining the scope and the definition of the DoC as set forth in the internal rules of IOs.

Before moving to that specific issue, it is necessary to spend few words on the nature of the DoC, as presented in this paragraph. As anticipated in the beginning of the paragraph, the DoC is part of the rules that govern the relationship between IOs and their personnel, therefore such a duty can be considered part of the so called law of international civil service, namely: «the rules that shall govern the status and conditions of service of its employees and of establishing mechanisms to settle disputes arising in the framework of the employment relationship»<sup>34</sup>. The law of international civil service falls under the category of the (internal) rules of the organization, namely the rules that aim at regulating the legal relationship internal to each IO.

The legal status of rules of this kind has been – and still is, to a certain extent – the object of an intense debate amongst legal scholars and practitioners. Various and opposite theories had been advanced. Some authors opine

<sup>31</sup> African Union, Assembly of the Union, *African Union Staff Regulations and Rules*, Assembly/AU/4(XV), Regulation 3.2, let a).

<sup>32</sup> See *infra*, para. 3.

<sup>33</sup> OSCE, *Operational Guidelines*, cit., p. 16.

<sup>34</sup> Cf. S. VILLALPANDO, *op. cit.*, p. 1069.



that the law of international civil service forms part of the administrative internal legal framework of IOs, which is autonomous from international law<sup>35</sup>. This position is radical and it is opposed by authors, who, on the contrary, grounds the law of international civil service in international law<sup>36</sup>. Against this background it has been noted that such a distinction is of little practical relevance, as IATs, in deciding disputes between IOs and their staff, do not seem to be bound to apply only the internal rule of IOs<sup>37</sup>.

A confrontation on this issue preceded and followed the adoption of the Draft Articles on the Responsibility of International Organizations (DARIO)<sup>38</sup>. The International Law Commission (ILC) seems to have endorsed the last approach presented before. In fact, it adopted a relaxed position on the qualification of the rules of the organizations, refusing to define them for the purposes of the DARIO. Art 10(2) simply states that an international obligation of an IO «includes the breach of an international obligation that may arise for an international organization towards its members under the rules of the organization»<sup>39</sup>. In the Commentary, the ILC further specifies that a violation of the rules of the organization can be qualified as a violation of an international obligation on the part of International Organizations insofar as the rules violated could be regarded as international law<sup>40</sup>. Art. 10(2) of the DARIO makes explicit reference to the relationship between an International Organization and its member States. The choice of the ILC might be interpreted as excluding legal situations such as those arising in the context of the DoC, which entail a relationship between IOs and individuals. This narrow interpretation, however, does not seem consistent with the rationale of art. 10(2): again, the Commentary clarifies that the reference to the rela-

<sup>35</sup> Cf. P. REUTER, “Organisations internationales et évolution du droit”, in *L'évolution du droit public: études offertes à Achille Mestre*, Paris, 1956, p. 457; P. CAHIER, “Le droit interne des organisations internationales”, in *Revue générale de droit international public* 1963, p. 573; R. PISILLO MAZZESCHI, *op. cit.*, p. 48; D. GALLO, “The Right of Access to Justice for the Staff of International Organizations: The Need for a Reform in the Light of the ICJ Advisory Opinion of 1 Feb. 2012”, in *Evolutions in the Law of International Organizations*, R. VIRZO, I. INGRAVALLO (eds), Leiden, 2015, pp. 528-529.

<sup>36</sup> C.F. AMERASINGHE, *op. cit.*, pp. 21-22; ID., *Principles of Institutional Law of International Organizations*, Cambridge, 2016, p. 274.

<sup>37</sup> Cf S. VILLALPANDO, *op. cit.*, p. 1072-1073; H.G. SCHERMERS, N.M. BLOKKER, *op. cit.*, p. 390.

<sup>38</sup> On such debate see L. GASBARRI, “The Dual Legality of the Rules of International Organizations”, in *International Organizations Law Review* 2017, pp. 87-99.

<sup>39</sup> International Law Commission, *Report on the work of its sixty-third session (26 April to*

*3 June and 4 July to 12 August 2011)*, UN Doc. A/66/10, par. 87, p. 55, art. 10(2).

<sup>40</sup> *Ibid.*, art. 10, commentary, para. 7.

tionship between IOs and member States «is not intended to exclude the possibility that other rules of the organization may form part of international law»<sup>41</sup>.

Accordingly, although the ILC's Commentary did not match the position that many IOs maintained during the drafting phase of the articles<sup>42</sup>, it cannot be excluded the possibility that the rules governing the discharging the DoC form part of international law, hence being open to fertilization from other sources.

### 3. The contribution of the jurisprudence of International Administrative Tribunals

The hypothesis raised in the previous paragraph need to be tested against the case-law of IATs, which are competent to set employment-related disputes<sup>43</sup>. IATs, as it is known, are internal judicial mechanisms that are bound to judge, first and foremost, breaches of the internal law of the organization affecting individual staff members in their employment, including violations of the staff rules and regulations and administrative instructions<sup>44</sup>.

IATs played – and still play – an important role in defining the scope and the content of the DoC. Indeed, these tribunals have been called several times to assess claims related to violations of the DoC on the part of international organizations.

The jurisprudence of the ILOAT is particularly revealing as this Tribunal contributed to the identification of the legal foundations of the DoC by resorting to this concept also in instances where it was not possible to trace it back to the Staff rules and regulations of the defendant IO.

A quick look at the jurisprudence of IATs reveals and confirms that the legal foundation of the DoC is first to be found in the internal rules of each IO, as presented in the previous paragraph with reference to the *re Grasshoff* case. The ILOAT, in that judgment defined the DoC as a «a fundamental principle of every contract of employment»<sup>45</sup>. The IATs generally interpret the reference to contractual relations broadly, encompassing «all pertinent regulations and rules in force at the time of alleged non-observance including the provisions of the Staff Retirement Plan» as the World Bank Administrative

<sup>41</sup> *Ibid.*, art. 10, commentary, para. 8.

<sup>42</sup> International Law Commissions, *Comments and observations received from International Organizations*, UN Doc A/CN.4/568 and Add.1, pp. 133-135. The World Health Organization (WHO), to the contrary, showed its appreciation for the inclusion of a similar rules in the DARIO, regarding it as an «acceptable compromise» (*ibid.*, p 135).

<sup>43</sup> See S. VILLALPANDO, «International Administrative Tribunals», in *The Oxford Handbook of International Organizations*, cit., p. 1085.

<sup>44</sup> *Ibid.*, pp. 1097-1098.

<sup>45</sup> ILOAT, *In re Grasshoff v. WHO (Nos. 1 and 2)*, cit., para. 1.

Tribunal (WBAT) held in the *Louis de Merode* case<sup>46</sup>. This practice confirms, therefore, that the DoC is mainly governed by internal sources.

However, as anticipated, IATs also confronted cases in which the employment contracts and/or the internal rules of the international organization concerned did not offer any solid legal ground for the DoC.

The United Nations Administrative Tribunal (UNAT), in the *Mwangi* case went further and affirmed that «even were [the DoC] is not expressly spelled out in the Regulations and Rules, *general principles of law would impose such an obligation*, as would normally be expected by every employer»<sup>47</sup>. In a subsequent judgment the same tribunal made explicit reference to the ILOAT's jurisprudence in the *re Grasshoff* case by affirming that «[a]n authoritative statement reflecting this general principle of the duty to exercise reasonable care [...] is also found within the jurisprudence of other international administrative tribunals, including the Administrative Tribunal of the International Labour Organization»<sup>48</sup>. The United Nations Disputes Tribunal (UNDT) – recalling the UNAT's judgments – upheld the view that IOs' duty of care derives from a general principle of law, by stating that «staff regulation 1.2(c) codified a duty of protection *having the value of a general principle of law*»<sup>49</sup>. Again, the ILOAT spelled out the DoC in clearer terms when it considered it «a long established principle that an international organization owes [...] to an employee»<sup>50</sup>.

There are few cases in which IATs explicitly referred to international human rights law. Scholars<sup>51</sup> generally refer to the *Franks v. EPO* case, where the ILOAT affirmed that «[t]he law that the Tribunal applies in entertaining claims that are put to it includes not just the written rules of the defendant organization but the general principles of law and basic human rights»<sup>52</sup>. The ILOAT in the *Awoyemi* case further explained that: «A firm line of precedent says that the rights under a contract of employment may be express or implied, and include any that flow from general principles of the international civil service or human rights»<sup>53</sup>.

<sup>46</sup> WBAT, *Louis de Merode et al. v. the World Bank*, Decision No. 1 of 5 June 1981, p. 9.

<sup>47</sup> UNAT, *Mwangi v. the Secretary-General of the United Nations*, Judgment No. 1125 of 30 September 2003, para. IV, (emphasis added).

<sup>48</sup> UNAT, *Durand v. The Secretary-General of the United Nations*, Judgment No. 1204 of 19 August 2005, para. XVII.

<sup>49</sup> UNDT, *Edwards v. the Secretary-General of the United Nations*, Judgment No. 22 of 26 January 2011, para. 60, (emphasis added).

<sup>50</sup> ILOAT, *P.-M. (No. 2), v. WHO*, Judgment No. 3688 of 6 July 2016, para. 27.

<sup>51</sup> See for instance A. REINISCH, "The Immunity of International Organizations and the Jurisdiction of their Administrative Tribunals", in *Chinese Journal of International Law* 2008, p. 285 ff., pp. 290-291. See also D. SHELTON, *Remedies in International Human Rights Law*, Oxford, 2015, p. 177.

<sup>52</sup> ILOAT, *Franks v. EPO*, Judgment No. 1333 of 31 January 1994, para. 5.

<sup>53</sup> ILOAT, *Awoyemi v. UNESCO*, Judgment No. 1756 of 9 July 1988, para. 3.

The WBAT had the chance, in 2001, to interpret the staff rules and regulations of the World Bank in the light of the right not to be subject to inhumane and degrading treatment enshrined in international human rights treaties as invoked by the application in the *Sharpston v. IBRD* case. Although the Tribunal refused to do so, as the case was considered inadmissible, a passage of the decision deserves attention:

[r]eferring to the need for an international organization to adhere to international standards, the Applicant has thus invoked a number of texts and precedents arising under the American Convention on Human Rights, the International Covenant on Civil and Political Rights, and the European Convention on Human Rights. *To the extent that these texts recognize the entitlement to be protected from inhuman or degrading treatment, they are entirely uncontroversial*<sup>54</sup>.

Lastly, it is possible to mention the famous judgment of the EU Civil Service Tribunal regarding the death of Mr. *Missir Mamachi di Lusignano* while he was in Turkey on behalf of the EU Commission. The Tribunal specifically referred to art. 31 of the EU Charter of Fundamental Rights that enshrines the right to working conditions that respect the health, safety and dignity of the personnel<sup>55</sup>.

After this brief review of the case law of IATs, it is possible to draw some preliminary conclusions. Whereas the traditional approach followed by IATs is to ground their judgment prevalently on the interpretation of employment contracts or applicable staff regulations<sup>56</sup>, the reference by those tribunals to the DoC as a general principle of law suggests that the DoC goes well beyond the written internal rules of each IO<sup>57</sup>. In this regard, the broadness and even vague formulation of the DoC contained in internal rules of each IO might be

<sup>54</sup> WBAT, *Sharpston v. IBRD*, Decision No. 251 of 23 July 2001, para. 56. See also A. VITERBO, “Implementation of the Duty of Care by the World Bank”, in *The Duty of Care of International Organizations Towards Their Civilian Personnel. Legal Obligations and Implementation Challenges*, cit., p. 363.

<sup>55</sup> European Union Civil Service Tribunal (First Chamber), *Livio Missir Mamachi di Lusignano v. Commission*, case F-50/09, Judgment of 12 May 2011, para. 126. See S. SALUZZO, “Implementation of the Duty of Care by the European Union”, in *The Duty of Care of International Organizations Towards Their Civilian Personnel. Legal Obligations and Implementation Challenges*, cit., p. 213-214.

<sup>56</sup> M. PARISH, “An Essay on the Accountability of International Organizations”, in *International Organizations Law Review* 2010, p. 285.

<sup>57</sup> See accordingly S. VILLALPANDO, “The Law of International Civil Service”, cit., p. 1072; H.G. SCHERMERS, N.M. BLOKKER, *op. cit.*, p. 390. See also G. NOVAK, A. REINISCH, “Desirable Standards for the Design of Administrative Tribunals from the Perspective of Domestic Courts”, in *The Development and Effectiveness of International Administrative Law. On the Occasion of the Thirtieth Anniversary of the World Bank Administrative Tribunal*, O. ELIAS (ed.), Leiden-Boston, 2012, p. 279.

integrated having recourse to general principles of law, which can be useful to the interpreter, in particular to IATs<sup>58</sup>.

The judgment of the ILOAT in the *A v. ICC* case seems to confirm this trend as the tribunal relied on the principle of good faith to find that the Registrar violated the DoC of the complainants for not having granted to her access to certain documents<sup>59</sup>.

However, IATs never clarified what they mean when they refer to general principles of law. A possibility is that they refer to general principles of law as a source of international law in the meaning of art. 38 of the Statute of the ICJ. There is a sort of reluctance to accept this thesis<sup>60</sup> as, conceptually, the general principles mentioned in art. 38 are those derived from the municipal law of States<sup>61</sup>, while the general principles employed by IATs seems to originate in their very same jurisprudence. However, it must be admitted that the DoC is also present in domestic legal orders as far as employment law is concerned<sup>62</sup>.

The discussion on the compatibility of the general principles employed by IATs with art. 38 should not be overestimated. In fact, as demonstrated in this paragraph, IATs refer constantly in their jurisprudence to elaborate general principles and in some cases – as in the *Sharpston* one – they also relied on external sources such as human rights law.

In this regard, it must be noted that since staff disputes are often related to activities directly affecting individuals, some authors foster the idea that the DoC might be interpreted in the light of international human rights treaties and customs<sup>63</sup>. Such a hypothesis raises doubts on the ground that IATs cannot apply international conventions on the protection of human rights to the conduct of IOs. However, since IOs remain bound by general international

<sup>58</sup> See again C.F. AMERASINGHE, *Principles*, cit., p. 290. See also S. HUNT, “Human Rights Accountability of International Organizations vis-à-vis their Staff: The United Nations”, in *Accountability for Human Rights Violations by International Organisations*, J. WOUTERS, E. BREMS, S. SMIS, P. SCHMITT (eds), Antwerp, 2010, pp. 554-555.

<sup>59</sup> ILOAT, *A. v. ICC*, cit., para. 15.

<sup>60</sup> See the discussion in Y. KRYVOI, “The Law Applied by International Administrative Tribunals: From Autonomy to Hierarchy”, in *George Washington International Law Review* 2015, p. 284-285.

<sup>61</sup> A. PELLET, “Article 38”, in *The Statute of The International Court of Justice: A Commentary*, A. ZIMMERMAN et al. (eds), Oxford, 2006, p. 731.

<sup>62</sup> See accordingly A. DE GUTTRY, “Comparative Analysis of International Jurisprudence and Relevant International Practice Related to the Duty of Care Obligations Incumbent on International Organizations Towards Their Mobile Workforce”, in *The Duty of Care of International Organizations Towards Their Civilian Personnel. Legal Obligations and Implementation Challenges*, cit., p. 34.

<sup>63</sup> See extensively on this issue L. POLI, “The Duty of Care as a Corollary of International Organizations’ Human Rights Obligations”, in *The Duty of Care of International Organizations Towards Their Civilian Personnel. Legal Obligations and Implementation Challenges*, cit., p. 409 ff.

law, as affirmed by the ICJ<sup>64</sup>, and since it is reasonable to maintain that certain human rights are of customary nature, it can be opined that human rights, as interpreted by international courts and tribunal, may well contribute to define the boundaries of the DoC as a general principle of law<sup>65</sup>.

In this regard, it must be recalled that the very definition of the DoC is inspired by human rights, as it implies that IOs must adopt all the necessary measures to ensure that their staff enjoy a safe and secure working environment. More in detail, the ILOAT authoritatively stated that «*the Tribunal's case law obliges international organisations to take appropriate measures to protect their officials' health and safety [...], the measures requested must be reasonable and based on objective evidence of their necessity*»<sup>66</sup>. Such a duty requires international organizations to put in place all the measures to ensure that their employees do not suffer from occupational diseases and accidents. The DoC applies having regard to the 'workplace' or 'working environment', which also include field missions. The obligation that binds IOs to ensure protection of their personnel, however, must not be intended as absolute. Indeed, as the Asian Development Bank Administrative Tribunal held in the *Bares et al. v. Asian Development Bank* case, «the obligation of the organization[s] is only to take reasonable care»<sup>67</sup>.

The language used by IATs echoes the content of the obligation to protect life that exists in international human rights law, which imposes on States a duty to protect the life of individuals under their jurisdiction. This obligation applies both when the harmful conduct is performed by a State's agent or by

<sup>64</sup> International Court of Justice, *Interpretation of the Agreement of 25 March 1951 between the WHO and Egypt*, Advisory Opinion of 20 December 1980, pp. 89-90. Cf. also K. DAUGIRDAS, "How and Why International Law Binds International Organizations", in *Harvard International Law Journal* 2016, p. 32; see also and accordingly N.M. BLOKKER, "International Organizations and Customary International Law. Is the International Law Commission Taking International Organizations Seriously?", in *International Organizations Law Review* 2017, p. 2 and 10.

<sup>65</sup> According to Blokker, «in the areas in which powers have been given to international organizations, it is increasingly recognized that these organizations are bound by the relevant rules of customary international law that are applicable in these areas» (see N.M. BLOKKER, *op. cit.*, p. 10). As far as the DoC is concerned, Poli argues that application of human rights of a customary nature to IOs in the relationship with their personnel is justified by the degree of control exercised by the former on the latter (L. POLI, *op. cit.*, pp. 428-429).

<sup>66</sup> ILOAT, *O.-E. v. CERN*, Judgment No. 3994 of 26 June 2018, para. 8, (emphasis added).

<sup>67</sup> ADBAT, *Bares et al v. Asian Development Bank*, Decision No. 5 of 31 May 1995, para. 23.

a private person or entity<sup>68</sup> and extends to «any activity, whether public or not, in which the right to life may be at stake»<sup>69</sup>.

Such a duty has been broadly interpreted by the European Court of Human Rights (ECtHR), which has constantly affirmed that:

The positive obligation to take all appropriate steps to safeguard life for the purposes of Article 2 entails above all a primary duty on the State to put in place a legislative and administrative framework designed to provide effective deterrence against threats to the right to life<sup>70</sup>.

That being so, domestic authorities have the «primary duty to secure the right to life»<sup>71</sup>, which entails also the obligation «to take preventive operational measures to protect an individual whose life is at risk from the criminal acts of another individual»<sup>72</sup>.

On a different level, and to a certain extent, States bear the positive duty to protect individuals in their horizontal relations. According to the test developed by the ECtHR, States are responsible if they «knew or ought to have known at the time of the existence of a real and immediate risk to the life of an identified individual»<sup>73</sup>.

The Inter-American Court of Human Rights (IACtHR) aligns with this view when it affirms that States' «obligations to adopt prevention and protection measures for individuals in their relationships with each other are conditioned by the awareness of a situation of real and imminent danger for a specific individual or group of individuals and to the reasonable possibilities of preventing or avoiding that danger»<sup>74</sup>.

The convergence between the jurisprudence of IATs and the formulation of the positive obligation to protect life paves the way to a possible cross-fertilization between the DoC and international human rights law. This might

<sup>68</sup> See Human Rights Committee: *General Comment No. 31 on The Nature of the General Legal Obligation Imposed on States Parties to the Covenant*, UN Doc CCPR/C/21/Rev.1/Add. 13 of 26 May 2004, para. 8; *General Comment No. 6 on Article 6 (Right to Life)* of 30 April 1982, para. 3: «The Committee considers that States parties should take measures not only to prevent and punish deprivation of life by criminal acts, but also to prevent arbitrary killing by their own security forces».

<sup>69</sup> European Court of Human Rights, *Öneriyildiz v Turkey* [GC], Application No. 48939/99, Judgment of 30 November 2004, para. 71.

<sup>70</sup> *Ibid.*, para. 89.

<sup>71</sup> European Court of Human Rights, *Osman v. The United Kingdom* [GC], Application No. 23452/94, Judgment of 28 October 1998, para.115.

<sup>72</sup> *Ibid.*

<sup>73</sup> European Court of Human Rights: *Osman v. The United Kingdom*, cit., para. 116; *Demiray v Turkey* [GC], Application No. 27308/95, Judgment of 21 November 2000, para. 45.

<sup>74</sup> Inter-American Court of Human Rights, *Pueblo Bello Massacre v. Colombia*, Application No. 10566, Judgment of 31 January 2006, para. 123.

be a possible key to interpret the content of the DoC of personnel deployed abroad.

#### 4. The Duty of Care towards civilian personnel deployed abroad

The DoC as a general principle of law assumes a paramount importance when personnel is deployed abroad. In fact, the legal framework and the very scope of the DoC becomes a bit more complicated when IOs' civilian staff and personnel are on field missions. In similar scenarios, the vast majority of IOs, and in particular the UN, uphold the view that the primary responsibility for the DoC lies with the host government, namely the government of the States on the territory of which the mission is deployed. This seems to be confirmed by the UN policy on the safety and security of its staff, in which it is stressed that responsibility lies with the Government of the State that hosts the mission<sup>75</sup>. The so-called 'primary responsibility' of the host Government, according to the UN, «flows from every Government's normal and inherent function of maintaining order and protecting persons and property within its jurisdiction»<sup>76</sup>. On one side such a responsibility is a corollary of States' sovereignty and of the respect of the IOs for their domestic jurisdiction;<sup>77</sup> on the other side, the obligation of the territorial State to respect the rights of individuals under its jurisdiction stems from the classical duty to protect the foreigners in international law<sup>78</sup> and from human rights law<sup>79</sup>.

Against this background, one may investigate whether the responsibility of the host government excludes or dilutes the DoC incumbent on IOs. There are at least two policy arguments running in favor of maintaining that IOs still owes a duty towards personnel sent on mission abroad.

As for the first, the consequence of an exclusive responsibility of the host Government is that the victim, or her/his relatives, must bring claim before the tribunal of that Country. Dramatically, this forced choice can result in having no chances of success. The host Government could be, in the vast majority of cases, that of a State which judicial institutions are collapsed. Or,

<sup>75</sup> See for example *Convention on the Safety of United Nations and Associated Personnel*, opened for signature 9 December 1994, entered into force 15 January 1999, art. 7.

<sup>76</sup> UN Department on Safety and Security, *Security Policy Manual*, 2017, available at [www.un.org](http://www.un.org), p. 2, para. 1.

<sup>77</sup> See L. GASBARRI, "Overlapping Responsibility: The Legal Relationship Between the International Organization and the Host State", in *The Duty of Care of International Organizations Towards Their Civilian Personnel. Legal Obligations and Implementation Challenges*, cit., p. 104.

<sup>78</sup> D. GALLO, "Status, privilegi, immunità e tutela giurisdizionale dei funzionari delle organizzazioni internazionali", cit., p. 282.

<sup>79</sup> L. GASBARRI, *loc. ult. cit.*



more simply, the host Government could be unwilling to prosecute the responsible individual, or, more generally, to offer a remedy to the victim.

As for the second argument, it cannot be excluded the responsibility of sending IOs, because otherwise they would feel relieved of any duty towards personnel that performs functions on their behalf while, at least, they have the duty to properly check that the operating environments are safe and secure and to inform the staff of any potential threats.

This appears to be the approach followed in the Voluntary Guidelines on the Duty of Care to Seconded Civilian Personnel (Voluntary Guidelines) drafted in 2017 by a group of States (United Kingdom, Germany, Finland, Italy, Switzerland) with the participation of the OSCE.<sup>80</sup> The drafters of the *Guidelines* propose a framework where responsibility does not only lie with one entity, but appears to be presented as shared:

Seconding organisations (SO) are not (fully) released from their responsibility in a situation where the operational partner (RO) specifies and implements operational safety and security measures. A SO remains legally responsible for ensuring that secondees work safely and securely in the RO's operational environment. To this end, the SO needs to monitor actively, and to verify, both the RO's measures and their implementation and its secondees' compliance with them<sup>81</sup>.

Clearly, the voluntary guidelines do not represent a binding document, however, a similar approach is appearing in IOs' policy documents. In an expert paper of 2016 on the safety and security of UN personnel, it was concluded that, along with the primary responsibility of the host Government, the UN – and all the IOs part of the UN System – «have a responsibility as employers to ensure that operating environments are safe and secured through the implementation of appropriate mitigating measures, supplementing host Governments' security measures when the risks to be confronted require measures beyond those that can be reasonably provided by the host Government»<sup>82</sup>. Similarly, the European Union (EU) addressed the issue in a 2006 document on the Policy of the European Union on the security of personnel deployed outside the EU in an operational capacity under Title V of the Treaty on European Union, where the responsibilities the EU itself (represented by its Institutions) are set forth<sup>83</sup>.

<sup>80</sup> *Voluntary Guidelines on the Duty of Care to Seconded Civilian Personnel*, 2017, available at [www.zif-berlin.org](http://www.zif-berlin.org).

<sup>81</sup> *Ibid.*, p. 14.

<sup>82</sup> J. FLORES CALLEJAS, J. WESLEY CAZEAU, *op. cit.*, p. 1, para 6.

<sup>83</sup> *Policy of the European Union on the security of personnel deployed outside the EU in an operational capacity under Title V of the Treaty on European Union*, Doc. 9490/06 of 29 May 2006, p. 12, paras. 28 ff.

It remains to scrutinize the content of the DoC owed by IOs when civilian personnel are deployed abroad. In fact, although it is reasonable to maintain that IOs are still responsible, the argument based on the respect of the domestic jurisdiction of the host Country cannot be simply overcome.

To this end, one possibility is to consider that IOs are obliged to liaise with the hosting States to urge them to adhere to a common standard of treatment for the staff sent on mission<sup>84</sup>.

This can be done through the inclusion of protection clauses in the Status of Forces Agreements (SOFAs) or Status of Mission Agreements (SOMAs) that IOs might conclude with the host State, the status of civilian personnel being normally addressed in SOMAs. Although similar agreements, which may take various legal forms<sup>85</sup>, are usually devoted to allocating jurisdictional powers between the host States and the States/IOs deploying the mission, they can well contain rules on the protection of personnel<sup>86</sup>. One interesting example of this possibility is represented by the conclusion of SOFAs/SOMAs in the context of EU operations. In the 2006 EU policy document on the safety of personnel above mentioned, the conclusion of arrangements with the host State for ensuring protection of personnel is mentioned twice among the duties – and the responsibilities – of the Council when deciding to establish a crisis management operation<sup>87</sup>. Although the same document clarify that arrangements shall be concluded ‘whenever possible’ the inclusion of the protection of civilian personnel in the EU Model SOMAs with host Countries demonstrates that the practice of the EU goes in this direction<sup>88</sup>.

In the context of UN operations, States members of the *Convention on the Safety of UN and associated Personnel* and the UN are bound to conclude arrangements on the privileges and immunities of UN personnel and staff, though there is no duty to include in those arrangements provisions on their

<sup>84</sup> See again L. GASBARRI, “Overlapping Responsibility”, cit., p. 120.

<sup>85</sup> See accordingly D. FLECK, “The legal status of personnel involved in United Nations peace operations”, in *International Review of the Red Cross* 2013, p. 631.

<sup>86</sup> *Ibid.*, p. 633.

<sup>87</sup> See *Policy of the European Union on the security of personnel deployed outside the EU*, cit., paras. 18, let. b) and 32, let. d): «the conclusion, whenever possible, of arrangements granting a protected status to deployed personnel, including privileges and immunities (e.g. in a status of forces or a status of mission agreement) and the provision of acceptable security measures by the host State».

<sup>88</sup> *EU Model SOMA*, art. 9. See A. SARI, “Status of Forces and Status of Mission Agreements under the ESDP”, in *European Journal of International Law* 2008, p. 91.

protection.<sup>89</sup> However, this gap may be filled by art. 7 of the same Convention, which binds State parties to cooperate with the UN to ensure protection to personnel<sup>90</sup>.

Beside these examples, one may wonder whether there is a general duty on the part of IOs to conclude arrangements with host Countries when they deploy personnel abroad. In fact, it appears that, in international law, there does not exist a general obligation to conclude SOFAs or SOMAs<sup>91</sup>. The very inclusion of a duty to conclude arrangements in the 1994 Safety Convention demonstrates this.

Whereas it is difficult to draw a general duty to conclude SOFAs or SOMAs in international law, the recent judgment of the ILOAT in the *A. v. ICC* case can be useful to build the argument that there exists a broader obligation to liaise with the host State. In fact, the ILOAT, at para. 16 of the Judgement, recognized that:

the complainant's ordeal in Libya was a direct result of the ICC's failure to properly prepare for the mission, specifically, its failure to: (a) establish a diplomatic basis by ensuring that a Memorandum of Understanding was established and/or *Notes Verbales* were exchanged with the Libyan authorities prior to the mission's initiation; (b) establish a mission plan which identified the objectives of the mission, the locations to visit and persons to be met, as well as naming the Head of Mission and clarifying the specific responsibilities of the team members; and (c) ensure that all security protocols were followed and advice was implemented to guarantee the safety and security of the staff members on mission.

It is noteworthy that the Tribunal explicitly mentioned the failure of the ICC to establish diplomatic basis with Libya, due to the absence of any arrangements concluded with that Country's authorities. It is also striking that the ILOAT reached this conclusion simply relying on the only ICC's internal rule on the DoC: Regulation 1.2, let. c), already mentioned in paragraph two of this article. We have already noted that that rule is formulated in the vague and broad terms characterizing the regulations of the DoC set forth in IO's staff rules and regulations. Then, despite the extreme brevity of the reasoning of ILOAT's judgment, it is possible to expand a bit the scope of its findings to indicate a general trend. Accordingly, it seems reasonable to conclude that it is part of the DoC that, when an IO deploys a mission abroad it is bound to conclude arrangements with the host Countries.

<sup>89</sup> See *Convention on the Safety of UN and Associated Personnel*, cit., art. 4: «The UN can urge the hosting State to ratify the or to accept its provisions». Cf. A. DE GUTTRY, *op. cit.*, pp. 46-47.

<sup>90</sup> *Convention on the Safety of UN and Associated Personnel*, cit., art. 7.3.

<sup>91</sup> C. GRAY, "Host-State Consent and United Nations Peacekeeping in Yugoslavia", in *Duke Journal of Comparative and International Law* 1996, p. 251.

## 5. Concluding remarks

The findings of the ILOAT in the *A. v. ICC* case allows to step back and to put in context the outcomes of the preceding paragraphs.

Paragraph 2 and 3 of the present article showed that the DoC, despite its predominant internal nature, is constantly evolving due to the interpretive efforts of IATs. Efforts that appears justified by the extreme concise, but at the same time vague, definitions of the DoC provided in the internal rules of each IO.

IATs, referring to the rather obscure category of ‘general principles of law’, have expanded the scope of the DoC, refining its content. In particular, whereas they are reluctant to rely explicitly on human rights law sources, IATs language echoes the formulation of the positive obligation to protect life, typical of that regime.

In particular, and according to the ILOAT in the judgment analysed in this article, when personnel are sent abroad on mission, a correct implementation of the DoC requires international organizations to take positive actions to prevent accidents and to secure the health and the life of their staff. These positive obligations are particularly important when individuals are deployed in a Country or a Region where their safety is at risk. Indeed, this is precisely the case of ICC’s Staff sent on mission in Libya. In this regard, the ILOAT, confronted with an extreme scenario, affirmed that it is incumbent upon IOs the conclusion of arrangements with host Countries to guarantee safety and security to their staff and personnel.

This is a bold statement that help defining the content of the DoC of civilian personnel deployed abroad. It is important because it demonstrates that the DoC goes beyond the written contractual or statutory regulations and because the peculiar relationship between IOs and their staff shall – or at least – should be influenced by human rights law, in particular by the positive obligation to protect life.

**ABSTRACT.** The Duty of Care of International Organizations Towards Their Personnel Deployed Abroad: Something New Under the Sun?

The article proposes an inquiry into the sources, the legal nature and the content of the duty of care of international organizations towards their civilian personnel deployed on mission abroad. In particular, the articles analyses the possible evolution of this peculiar obligation of international organizations in the light of the recent judgment of the International Labour Organization Administrative Tribunal (ILOAT) in the *A v. ICC*. It is argued that this judgment confirms that international organizations have a duty to liaise with the Countries that host the mission with a view to ensuring a safe and secure environment. Such a duty, which is not spelled out in international organizations’ staff regulations, can be derived from human rights law, which applies to a certain extent.

*Keywords:* duty of care; international organizations; *A v. ICC*; ILOAT; staff; personnel deployed abroad.

Titolo rubrica:

The Duty of Care of International Organizations in the Aftermath of *A v. ICC*:  
Where Are We Heading To?

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