Legal Memorial and Evidentiary Report: The Humanitarian Crisis and Institutional Failure of the Organisation of Southern Cooperation (OSC)

Historical Genesis, Institutional Architecture, and Global Mandate

The historical origin of the Organisation of Southern Cooperation (OSC, osc.org), erstwhile Organisation of Educational Cooperation (OEC), is rooted in a collective geopolitical effort by countries from Latin America, the Caribbean, Africa, Asia, the Middle East, and the Pacific islands to construct an independent framework for South-South solidarity. The organization was formally established on January 29, 2020, during the International Summit on Balanced and Inclusive Education held in the Republic of Djibouti. This founding summit culminated in the adoption of the Universal Declaration of Balanced and Inclusive Education (UDBIE) and the signing of the Constitutive Charter of the OSC. The organization was designed to serve as an instrument of intellectual, technical, and financial cooperation, aiming to contribute to the equitable and just social transformation of societies by promoting balanced and inclusive education.

The Constitutive Charter of the OSC officially entered into force on May 18, 2021, after reaching the statutory threshold of ten founding state signatories submitting their respective Instruments of Acceptance. This triggered the convening of the first General Assembly in Geneva, Switzerland, from December 6 to 8, 2021, where Sheikh Manssour Bin Mussallam (a Saudi national and a Swiss national) who had previously presided over the Education Relief Foundation (ERF), his personal foundation in Geneva, was unanimously elected as the first Secretary-General for an extraordinary, non-renewable six-year mandate. Mr. Manssour Bin Mussallam also became the lender to the OSC by committing to provide in effect USD 20 million soft loan without interest to Member States to be returned in instalments over the next biennium budget cycles. Endowed with full international juridical personality, the OSC was granted the capacity to contract, acquire and dispose of property, and institute legal proceedings. The Secretariat established its permanent headquarters in Addis Ababa, Ethiopia, leveraging the city's diplomatic status as the seat of the African Union to foster transregional integration and represent the interests of the "Greater South".

To execute its systemic mandate, the OSC developed an intricate institutional architecture consisting of specialized departments, regional representations, and innovative financial instruments. The Secretariat's operations were organized into several active bureaus:

- The Department of Legal Affairs (DELA) and the Office of Legal Affairs (OLA), responsible for contract compliance, risk management, and alternative dispute resolution,
- Programmatic departments, including Systemic and Endogenous Educational Development-SEED, Research, Evaluation and Foresight-REEF, Technological Innovation and Digitalisation Enhancement-TIDE and Finance for Development-FINDEV department to carry forward four key mandates of the organization,
- Executive Office of the Secretary-General-EOSG, Office of Membership Affairs and Partnerships-MAP, Office of Legal Affairs-OLA, Office of General Assembly Management (GAM), EOSG also covering advisors to the SG, Public Advocacy and Communications-PACE, Office of Climate Change and Resilience Enhancement (CARE), Office of Culture, Heritage, and the Arts (OCHA).
- Department of Administration covering Finance, Security, Procurement, IT sections, Bureau of Human Resources Engagement-HRE, tasked with screening, recruiting, and administering staff benefits in compliance with the Staff Regulations and Rules (SRRs);

In addition to its administrative departments, the OSC established flagship programs and external partnerships to execute its global mandate. It established and operated the OSC Institute under the Department of SEED to train Educational Experts and policymakers from Member States to develop national capacities in systemic educational transformation aligned with the framework of balanced and inclusive Education. To assist sovereign borrowers in the Global South, the OSC established the Common Leveraging Union of Borrowers (CLUB) under the Department of Financing for Development (FINDEV). It also formed a wholly owned Financial Subsidiary, GSDB to generate revenues through facilitating ethical investments in member states aligned with their national priorities, aiming to reduce external debt burden as well as OSCs reliance on direct budgetary contributions from Member States. The OSC further expanded its academic exchanges through FREYRE, the International student and academicians' Mobility Programme, partnering with the International Cooperation Group of Brazilian Universities (GCUB) to finance up to 400 postgraduate scholarships, supported by a one-time allowance of $1,500 per student. It also signed strategic Memoranda of Understanding (MoUs) with academic and state institutions, such as the MoUs on FREYRE and GRESIS, and partnership agreements with the Ministry of Higher Education, Research, Science and Technology of The Gambia.

The Structural Collapse and the Administrative Path to Liquidation

The structural collapse of the OSC was driven by a fundamental misalignment between its expansive programmatic ambitions, including addition of new offices and departments by the Secretary General while existing departments were still in the process of stabilising and its volatile funding mechanisms dependent on the loan provided by the Secretary General himself through his companies. In brief, the organization's initial financing model relied heavily on a reported soft loan and endowment arrangement with the Secretary-General and Member States, 15 in number (Cambodia, Comoros, the Republic of Congo, Djibouti, Eswatini, Ethiopia, the Gambia, Jordan, Nicaragua, Nigeria, Palau, Palestine, Togo, Yemen, Zimbabwe) out of 28 Member and Founding States, 13 of which (Afghanistan, Botswana, Burundi, Costa Rica, Côte d'Ivoire, Guyana, Lesotho, Mozambique, Niger, Somalia, Tunisia, Türkiye, Uganda) have yet to finalize their national accession procedures. During the founding summit in Djibouti, this arrangement was disclosed as an initial commitment of $25,000,000, which was subsequently presented in financial statements as a $20,000,000 soft loan. This initial funding was intended to support the Secretariat's operational costs during its start-up years, with the expectation that the institution would transition to a self-sustaining model through GSDB.

However, before that so-called self-sustaining model could take roots in the form of CLUB and Global South Development Bank (GSDB) which needed more time and efforts, the financial foundation of OSC started shaking. By late 2024, the OSC's financial stability had deteriorated considerably due to systematic delays and non-compliance by Member States in remitting their assessed contributions as well as SG, as a borrower, withholding his funds provided as loan. This lack of financial compliance/ stability left the approved 2025 - 2026 budget severely underfunded. Here, it would be pertinent to note that in an interview with *Jeune Afrique* on February 6, 2020, the Secretary-General had publicly assured that the OSC would not depend indefinitely on Member States' contributions. However, the reality on the ground proved otherwise, as the Secretariat was forced to accumulate extensive salary arrears as well as unfulfilled financial commitment to external parties. Starting with a shorter phase of four months delay in salaries in later half of 2024, by May 2025, staff members had accrued nine to ten months of unpaid salaries. Although the General Assembly approved revised/increased salary scales and benefits during its November 2024 General Assembly session for the period of 2025-2026, the financial situation remained critical. In May 2025, the Secretariat managed to pay only six months of the accrued arrears from September 2024 to February 2025 (second phase of default in payment of salaries), leaving a substantial balance unresolved and initiating a continued cycle of non-payment that persisted into from March 2025 until March/May 2026 which is the month of notice period to most staff except a chosen few on unknown grounds, building up staff salary arrears to 13-15 months.

The executive crisis further intensified on December 5, 2025, when Mr. Manssour Bin Mussallam , amidst the prevailing dire scenario submitted his irrevocable resignation to the Member States, citing a persistent failure of the states to take ownership of the OSC's operational activities without any reference to his unpaid loan of 4.3 million as reported to Extraordinary General Assembly-EGA in December 2025. Soon thereafter, The Secretary-General presented the Member States with two clear options as regards to organizational fate: either immediately pay their assessed contributions to secure the organization's viability under new leadership; or proceed with an orderly and dignified closure.

The Member States after EGA sessions in December 2025 finally chose the path of dissolution. On December 26, 2025, during its 4th Extraordinary Session, the General Assembly resolved to discontinue all programmatic activities and complete an administrative closure of the OSC by June 30, 2026. The Assembly requested the outgoing Secretary-General to oversee this wind-down, archive the organization's legal and working documents, and urged Member States to settle their 2025 arrears as well as severance package to staff to enable the OSC to meet its outstanding liabilities, prioritizing dues owed to staff **"as soon as possible".**

Date	**Institutional Milestone / Event**	**Source**
29 January 2020	Adoption of the UDBIE and Constitutive Charter at the Djibouti Summit; election of Manssour Bin Mussallam as Secretary-General-elect, who committed to provide the new organization with an endowment of USD 25 million and later a loan of USD 20 million.	Resolutions
18 May 2021	Entry into force of the Constitutive Charter (observed annually as "OSC Day").	
19 June 2024	Signing of the MoU with GCUB in Addis Ababa, establishing joint scholarship obligations and liability clauses.	MOUs
September 2024	Unilateral and unnotified suspension of contractually guaranteed staff medical insurance.	
November 2024	General Assembly approves revised staff salary scales and benefits; accumulation of 9 to 10 months of salary arrears is recognized.	GA Resolution
May 2025	Partial settlement of arrears from September 2024 to May 2025) (six months paid), leaving a substantial balance unpaid.	
12 June 2025 25th October 2025	Bilateral meeting between the OSC Secretary-General and Indian diplomatic delegation to explore South-South frameworks. SG decides to restructure and merge two programmatic department REEF and SEED into a new department SEER on the grounds of budgetary constraints and to achieve greater efficiency	Memo issued by SG but the so-called merger was not reported to the MS or EGA.
5 December 2025	Secretary-General tenders his irrevocable resignation, citing financial non-compliance by Member States.	Resignation letter and its acceptance by EGA

Date	Institutional Milestone / Event	Source
26 December 2025	4th Extraordinary General Assembly resolves to discontinue all operational activities and complete administrative closure by June 30, 2026.	GA Resolution (yet to be distributed to MS and shared with staff members as it affects their jobs and salaries, benefits and entitlements.
29 December 2025	Department of Administration issues internal memorandum communicating the closure with arrangement put in place until 30th June 2026; staff signs collective letter to the MS through SG seeking speedy settlement of due arrears. No official communication from the Secretary-General to staff from 1 January 2026 to 31 May 2026 sharing any updates on progress of settlement of their dues or individual information on their accrued dues as was expected and promised at the Townhall meeting held at the end of Dec 2025.	Memo and Email from Admin Emails from various staff members collectively as well as individually
April 2026	Administration issues inaccurate, retroactively backdated "Employment Certificates" to separating staff with misconstrued facts and information in several Employment Certificates.	
15 May 2026	Staff Representation Committee formed by substantial number of staff members to represent staff on the matter in question, in the absence of any formal staff committee , issues formal notice/letter to the SG (Ref: SRC-1-2026) demanding full settlement of all contractual obligations, including salaries, benefits and entitlements, which remained unanswered	Email
18 May 2026	Staff Representation Committee issues urgent memorandum (Ref: SRC-2-2026) demanding transparency in asset liquidation, again remained unanswered. Staff Representation Committee seeks an urgent meeting with the SG to get an update on payments as well as to discuss other aligned issues. SG declines on unfounded grounds and false allegations.	Emails

Date	Institutional Milestone / Event	Source
	Committee responds to assert its right on behalf of staff to engage citing interventional conventions, processes and systems.	
30 June 2026	Statutory deadline for the complete administrative closure and asset liquidation of the OSC.	EGA resolution

Anatomy of the Humanitarian Crisis and Systematic Staff Rights Violations

The administrative execution of the OSC's closure has precipitated a severe humanitarian and human rights crisis for its international and local employees. By May 2026, the systematic non-payment of staff salaries at various levels had extended to between fourteen to fifteen months, dating back to March 2025. This prolonged deprivation of remuneration constitutes a direct breach of basic contractual obligations and a severe violation of internationally recognized labor standards, rising to the level of a systemic human rights violation. The crisis was further compounded by the unilateral and unnotified termination of the staff's contractually guaranteed medical insurance in September 2024, leaving employees and their families without health coverage or social protection for over twenty months.

Furthermore, the administration defaulted on the contractually guaranteed 50% rental and housing support subsidies, which had served as a primary material inducement for foreign professionals to relocate to Addis Ababa. Many non-Ethiopian nationals who relocated in good faith to serve the organization found themselves trapped in a foreign jurisdiction without valid residence status, legal recourse, or the financial means to meet basic living costs. This state of prolonged financial deprivation has resulted in evictions, defaults on personal bank loans, the forced withdrawal of children from schools, and acute psychological distress, which may require further legal consideration and additional compensation.

The severity of the crisis is illustrated by the diverse groups of affected employees within the Secretariat. The table below outlines the distinct classes of affected staff, their specific claims under the Staff Regulations and Rules (SRRs), and the evidentiary basis for their claims:

Affected Staff Category	Contractual & Legal Basis	Nature of Claims / Accrued Liabilities	Evidentiary Basis
Relocated International Staff	Letters of appointment; offer letters guaranteeing 50% housing support and repatriation travel.	12 to 14 months of unpaid base salary; unpaid housing subsidies; relocation and medical debt.	Signed collective letter of Dec 29, 2025; SRC notice of May 15, 2026.
Retained Liquidation Staff	Department of Administration Memorandum of	Unpaid salaries for the liquidation phase (Jan–June 2026); archiving and documentation duties.	Administration Memo of Dec 29, 2025; SRC letters of May 2026.

Affected Staff Category	Contractual & Legal Basis	Nature of Claims / Accrued Liabilities	Evidentiary Basis
	December 29, 2025.		
Early-Terminated Staff from June onwards amidst budgetary constraints	Service contracts; termination notices issued post-May 2025 due to budget constraints.	Unpaid three-month notice compensation; retroactive adjustments under November 2024 scales.	Inaccurate Employment Certificates of April 2026; SRC letters of May 2026.
Active Administrative Officers; Senior staff sent on Administrative leave just before closure decision amidst budgetary constraint, designating them for fresh positions without any formal notification (to be called upon as the budget stabilizes)	High-level appointments (Under-Secretaries-General, Regional Representatives, Directors).	Outstanding senior salaries; unremitted Staff Pension Fund contributions approved in Nov 2024. Also, as the decision of retaining selective staff is challenged, all staff, also, to be paid salaries and all other benefits until 30th June 2026, the closure date of OSC, because Admin Memo of 29 December 2025, has not been followed up by duly issued termination letters to staff members.	SRC letters signed by a group of senior managers, former members of the SG's last cabinet (7 out of 10). SRC formed by 33 international and Ethiopian staff members as of l15 May 2026)

The signatories of December 29, 2025, collective letter include programmatic and administrative officers from different departments and grade levels. This diverse representation demonstrates that the financial collapse affected all levels of the Secretariat, from programmatic heads to administrative documentation officers.

The Evidentiary Basis: Analysis of Administrative Bad Faith and Document Tampering

The administrative measures executed by the Department of Administration in early 2026 demonstrate procedural bad faith and a deliberate attempt to retroactively limit the organization's liability. Towards the end of April 2026, the administration issued "Employment Certificates (EC)" to several staff members. These documents contained severe factual inaccuracies, such as indicating December 2025 as the official end date of employment, even though the staff (barring selected few on unknown grounds, to accompany SG until June in the process of closure) was retained and continued to serve through March2026 as a result of three months' notice as stated in Admin memo on 29th December 2025 post EGA decision of the closure of the organisation, and the official closure date set by the General Assembly is June 30, 2026. Additionally, the certificates quoted outdated, old salary levels and omitted contractually guaranteed benefits, such as pension contributions and rental subsidies. In case of several staff members, their termination month mentioned in the EC was arbitrarily and retroactively kept as October or November 2025, which was a severe breach of rights of the staff in such circumstances when they also should get handsome Severance package alongside compensations.

Under international administrative law, administrative decisions and documents cannot have retroactive effect to the detriment of employees. All employees including those on administrative leave, in such cases, have the full right to get the termination notice period salary and all other benefits and compensations as per the international practice. The issuance of backdated certificates represents an unlawful, unilateral attempt to retroactively terminate contracts as of December 2025 to avoid wage liability for six-month liquidation period. Because no formal, procedurally compliant termination letters or Personnel Action Forms (PAFs) have been issued to date, the contractual and administrative status of the staff remains active, and all contracts must legally be considered terminated only on the official closure date of June 30, 2026, with full pay and benefits accrued up to that date.

Furthermore, the legal and moral culpability of the leadership and administration is highlighted by the existence of the unspent balance of the initial soft loan and endowment arrangement. According to formal financial statements submitted by the Secretary-General to the General Assembly, approximately $15.7 USD million of the original $20 million USD endowment was utilized during the initial years, leaving an unspent, liquid balance of approximately $4.3 million USD.

In the absence of any contrary legal justification, these remaining funds are legally property of the OSC or are held in trust for its operational liabilities. Under basic principles of fiduciary accountability and the law of insolvency, these liquid reserves must be immediately prioritized toward the settlement of outstanding staff claims. The refusal to immediately deploy these reserves to alleviate the humanitarian distress of the staff represents a severe failure of financial stewardship and a direct violation of the General Assembly's closure directives. This is further documented in the urgent letters sent by the Staff Representation Committee (SRC) on May 15 and May 18, 2026 (Ref: SRC-1-2026 and SRC-2-2026). These communications, signed by significant number of senior administrative and programmatic officers, demand full transparency and report on the asset liquidation process to ensure that the revenue generated is utilized primarily for the payment of staff dues.

Applicable Legal Precedents and Substantive Administrative Jurisprudence

The non-payment of salaries, benefits, and accrued entitlements within the OSC violates the fundamental doctrine of acquired rights, which is a cornerstone of global administrative law and the law of the international civil service. Well-established jurisprudence from international administrative tribunals, most notably the International Labour Organization Administrative Tribunal (ILOAT)—whose principles govern the employment relationships of most intergovernmental organizations—affirms that the right to receive a contractually agreed salary and associated allowances is an inviolable, fundamental right that cannot be unilaterally modified or extinguished.

The jurisprudence of the ILOAT consistently rejects the argument that financial difficulties or budgetary constraints can excuse an international organization from performing its contractual obligations to pay salaries. In *Judgment No. 5130* and *Judgment No. 3908*, the Tribunal held that while an international organization possesses the discretionary authority to reorganize its structures or abolish posts due to budgetary constraints, it must exercise this authority in strict compliance with the staff's fundamental rights, including the timely payment of salaries, notice periods, and termination indemnities.

Furthermore, international jurisprudence dictates that a lack of funding does not release an organization from its liability. In *Judgment No. 1333* and general civil service doctrine, it is established that the payment of salary is not a discretionary gesture or an administrative favor, but an reciprocal, elementary obligation arising from the employment contract. The OSC, by failing to pay salaries for over a year, remains in continuous material breach of its employment contracts and the Staff Regulations and Rules (SRRs).

Legal Principle / Doctrine	Key Administrative Precedents	Legal Holding & Relevance to the OSC Case
Inviolability of Acquired Rights	ILOAT *Franks & Vollering* (*Judgment No. 1333*); *Judgment No. 426*	The right to base salary and well-established allowances is a fundamental, acquired right that cannot be unilaterally amended or extinguished.
No Relief from Liability Due to Budgetary Constraints	ILOAT *Judgment No. 5130*; *Judgment No. 5111*; *Judgment No. 3908*	Financial hardship or lack of Member State contributions does not release an organization from its contractual responsibilities to pay salaries and benefits.
Duty of Care and Fair Reassignment	ILOAT *Judgment No. 3908*; *Judgment No. 5144*; *Judgment No. 5130*	Upon the abolition of a post, the organization has an active duty of care to make reasonable efforts to reassign affected staff or support professional transition.
Binding Nature of Executive Promises	ILOAT *Judgment No. 782*; *Judgment No. 3115*; *Judgment No. 3005*	By virtue of the principle of good faith, an organization must fulfill substantive promises made to its officials by a competent or deemed competent authority.
Interest on Arrears as Objective Compensation	ILOAT *Judgment No. 4093*; *Judgment No. 3689*; *Judgment No. 706*	Interest on arrears simply represents an objective form of compensation for the time that has elapsed since the date on which the principal amount was due.
Moral Damages for Delays and Dignity Violations **Procedural protection, good faith and abuse of authority and compensation right for Administrative leave on grounds of budgetary constraints and subsequent immediate closure**	ILOAT *Judgment No. 4078*; *Judgment No. 4079* Statute of the ILO Administrative Tribunal. [1, 2, 3]	Unreasonable delays in payment and the execution of contractual terms violate staff dignity, giving rise to separate claims for moral damages. The International Labour Organization (ILO) doctrine, upheld by the ILO Administrative Tribunal (ILOAT), dictates that while international organizations have the discretionary authority to restructure, abolish posts, or close operations due to financial constraints, they cannot use "administrative leave" as a workaround to evade standard termination procedures and financial entitlements. [1, 2]

Legal Principle / Doctrine	Key Administrative Precedents	Legal Holding & Relevance to the OSC Case
		The ILOAT's established legal principles regarding this scenario include: **Good Faith and Abuse of Authority:** Administrative or "special leave" is intended for specific operational needs .Placing staff on indefinite administrative leave specifically to avoid paying termination indemnities, or as a covert way to execute mass redundancies, constitutes an abuse of authority. **Procedural Protections:** Staff facing post abolition or termination—even in insolvency—are entitled to statutory notice periods, the right to a reasonable reassignment period, and due process. If the organization is placed in liquidation, workers' claims for due wages and indemnities must still be protected as a high-priority debt. **Compensation Rights: If administrative leave is found to be unjustified or used as a punitive/improper measure preceding closure, the Tribunal regularly awards material damages to affected staff, which include lost salary, benefits, and statutory notice periods.**

Under the principles of global administrative law, the Secretary-General's repeated verbal and written assurances created a binding "legitimate expectation" that the outstanding salary arrears would be settled. The doctrine of legitimate expectations protects employees who reasonably rely on clear, unambiguous, and substantive representations made by competent officials. Staff members reasonably relied on these assurances, which induced them to remain in Addis Ababa and continue serving the organization without pay. By failing to honor these promises, the administration committed an abuse of power and a material breach of the principle of good faith.

Jurisdictional Immunities, Liability, and the Remedial Gap

International intergovernmental organizations generally enjoy jurisdictional immunity from suit before domestic courts to safeguard their functional independence. However, under modern international law and global administrative jurisprudence, this immunity is not absolute; it is strictly functional and conditional. The landmark precedent established by the European Court of Human Rights in *Waite and Kennedy v. Germany* (1999)—which has been widely adopted by national courts globally—stipulates that the jurisdictional immunity of an international organization is only compatible with human rights demands if the organization provides "reasonable alternative means" to protect effectively the rights of its staff.

The alternative requirement dictates that an organization must establish and maintain an independent, impartial internal dispute resolution mechanism, such as an administrative tribunal or an independent appeals board, with the authority to render binding judgments on employment disputes. The OSC has completely failed to meet this international standard, as it has no functional internal administrative tribunal, and the Secretariat lacks any independent, binding grievance mechanism through which staff can contest administrative decisions or seek the enforcement of their contractual rights.

This institutional vacuum represents a complete "denial of justice". When an international organization fails to provide an adequate alternative forum, its immunity ceases to serve a legitimate functional purpose and conflicts with the fundamental right to an effective remedy. Consequently, domestic courts—specifically the courts of the host state, Ethiopia, or foreign jurisdictions where the OSC's financial assets are located—possess the solid legal basis to withdraw or pierce the organization's jurisdictional immunity. Staff members are fully entitled to initiate domestic legal proceedings against the OSC, its assets, and its executive representatives to enforce their labor claims and secure the attachment of assets.

This legal reality is further illuminated by the comparative precedent of the International Tin Council (ITC) insolvency litigation. The ITC, an international commodity organization based in London, became insolvent, leaving massive debts to banks and creditors. While the UK courts ultimately upheld the separate legal personality of the ITC, isolating its Member States from direct secondary liability under domestic law, the litigation before the New Court Supreme Court in the United States demonstrated that courts would reject claims of absolute immunity when an organization acts outside its statutory criteria or fails to satisfy specific functional requirements.

In the case of the OSC, the complete absence of an internal administrative tribunal removes the primary legal justification for maintaining its immunity before domestic courts. This procedural failure leaves the organization's assets, as well as the personal liability of its executive representatives who signed the contracts and MoUs, fully exposed to domestic judicial processes and asset attachment proceedings.

Nuanced Conclusions and Actionable Recommendations

The evidentiary record and the applicable legal frameworks establish a clear case of contractual breach, administrative bad faith, fiduciary failure, and labour and human rights violations by the OSC administration and its executive leadership. To resolve this crisis before the final liquidation deadline of June 30, 2026, the Staff Representation Committee must immediately deploy a multi-pronged legal and diplomatic strategy.

Actionable Legal and Diplomatic Recommendations

1. Establishment of a Joint Asset Liquidation Committee

The Staff Representation Committee must formally demand the immediate cessation of unilateral asset disposals and insist on the institutionalization of an 'Asset Liquidation Committee' involving active staff representatives/ Steering Board of SRC. This is in line with best practices of other international organizations undergoing downsizing or closure. No further physical or financial assets should be disposed of without joint signature and transparent escrow account monitoring.

2. Ring-Fencing and Attachment of the USD 4.3 Million Reserve

The staff must initiate urgent legal and administrative proceedings to locate, freeze, and attach the remaining unspent balance of $4,300,000 USD from the original soft loan/endowment arrangement. This sum must be legally prioritized and secured in an independent escrow account solely dedicated to the settlement of staff claims.

3. Retroactive Correction of Employment Status and Certification

The Department of Administration must be legally compelled to withdraw the inaccurate "Employment Certificates" issued in April 2026. The administration must re-issue formal, legally compliant termination letters and corresponding PAFs establishing June 30, 2026, as the official, unified end date of employment for all staff members irrespective of their status and including those who were put on admin leave due to budgetary constraint until the budget stabilisation is achieved and those whose contracts were terminated post June 2025 on account of budgetary issues. Calculations of all unpaid salaries and benefits must be based on the revised salary scales and benefits approved by the General Assembly in November 2024.

4. Invoking Host State Intervention and Account Freezes

A formal petition must be submitted to the Ministry of Foreign Affairs of the Federal Democratic Republic of Ethiopia (the Host Country), which is already formally copied on staff grievances. The petition should request that the Ethiopian government, in exercise of its sovereign authority under the Headquarters Agreement, temporarily freeze all OSC bank accounts, assets, and properties within its territory to prevent the flight of capital or the preferential payment of commercial vendors before the humanitarian claims of the staff are fully satisfied.

5. Preparation for Domestic Litigation and Attachment of Assets

Considering the total denial of justice resulting from the absence of an internal administrative tribunal, the Staff Representation Committee must finalize preparations to file a class-action lawsuit in the domestic courts of Ethiopia and any other relevant international jurisdiction. The lawsuit should seek a formal waiver of immunity based on the *Waite and Kennedy* doctrine, a binding judgment for all accrued salaries and benefits combined with reasonable compensation for severe moral and psychological damages, and immediate prejudgment attachment of the OSC's physical assets and bank accounts.