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## **Director-General**

### **Draft contract**

1. For the purpose of consideration by the Executive Board of the terms of appointment of the Director-General, a draft contract is appended to this document. The text of this draft contract is based on the previous contract recommended by the Board to the Health Assembly,<sup>1</sup> and incorporates adjustments in emoluments which have come into effect since 2003.<sup>2</sup>

2. Pursuant to consideration by the International Civil Service Commission (ICSC) and the United Nations General Assembly of the pension arrangements for ungraded officials, and following the approach adopted at its 101st and 111th sessions, the Board may wish to authorize the Secretariat to consult the nominee for the post of Director-General on this issue immediately after the current session of the Board, and to forward to the first special session of the Health Assembly, as appropriate, an amendment to the contract in light of that consultation. Accordingly, the Secretariat would ascertain whether the nominee would wish, if appointed to the post of Director-General, to join the United Nations Joint Staff Pension Fund or make his or her own arrangements in line with a specific option identified by ICSC and considered appropriate by the United Nations General Assembly, namely, that the Director-General would be paid the equivalent of the monthly pension contribution that would otherwise have been paid by the Organization to the Pension Fund (the Organization would incur no additional cost).

3. If the nominee were to decide upon the latter option, and if the Health Assembly were to concur, the contract could be amended by adding the following sentence to section II.(1):

The Director-General shall not participate in the United Nations Joint Staff Pension Fund and shall instead receive as a monthly supplement the contribution that the Organization would have paid each month to the Pension Fund had the Director-General been a participant.

4. Although Rule 108 of the Rules of Procedure of the World Health Assembly establishes that the term of office of the Director-General shall be five years, application of this provision would lead to an impractical result under the exceptional circumstances governing the current process, since the term of office of the next Director-General would expire halfway between two Health Assemblies. Moreover, whereas the contract of previous Directors-General has always started on 21 July, this will not be the case for the next Director-General. Consequently, the Executive Board, in paragraph 7 of

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<sup>1</sup> Resolution EB111.R16.

<sup>2</sup> Resolutions WHA58.12 and WHA59.14.

resolution EB118.R2, has recommended that the Health Assembly should suspend Rule 108 of its Rules of Procedure so that the term of office of the next Director-General may be set in such a way as to terminate shortly after closure of a Health Assembly. The Board has therefore to recommend to the Health Assembly both the beginning and end dates of the draft contract, as well as its duration.

5. In view of the foregoing, the draft contract appended to this document leaves blank both the date of beginning and the date of termination of the contract so that the Board may make an appropriate recommendation to the Health Assembly. To facilitate a decision on the date of beginning of the contract, the Secretariat will request each person proposed for nomination to be prepared to indicate to the Board when he or she would be available to assume office if appointed.

6. As the contract will necessarily be dated 9 November 2006 if the person nominated by the Board is appointed by the Health Assembly, that date has been included in the draft contract.

**DRAFT CONTRACT OF THE DIRECTOR-GENERAL**

THIS CONTRACT is made this ninth day of November 2006 between the World Health Organization (hereinafter called the Organization) of the one part and ..... (hereinafter called the Director-General) of the other part.

WHEREAS

(1) It is provided by Article 31 of the Constitution of the Organization that the Director-General of the Organization shall be appointed by the World Health Assembly (hereinafter called the Health Assembly) on the nomination of the Executive Board (hereinafter called the Board) on such terms as the Health Assembly may decide; and

(2) The Director-General has been duly nominated by the Board and appointed by the Health Assembly at its meeting held on the ninth day of November 2006 for a period of .....

NOW THIS CONTRACT WITNESSETH and it is hereby agreed as follows,

I. (1) The Director-General shall serve from the ..... until the ..... on which date the appointment and this Contract shall terminate.

(2) Subject to the authority of the Board, the Director-General shall exercise the functions of chief technical and administrative officer of the Organization and shall perform such duties as may be specified in the Constitution and in the rules of the Organization and/or as may be assigned to him or her by the Health Assembly or the Board.

(3) The Director-General shall be subject to the Staff Regulations of the Organization in so far as they may be applicable to him or her. In particular he or she shall not hold any other administrative post, and shall not receive emoluments from any outside sources in respect of activities relating to the Organization. He or she shall not engage in business or in any employment or activity which would interfere with his or her duties in the Organization.

(4) The Director-General, during the term of this appointment, shall enjoy all the privileges and immunities in keeping with the office by virtue of the Constitution of the Organization and any relevant arrangements already in force or to be concluded in the future.

(5) The Director-General may at any time give six months' notice of resignation in writing to the Board, which is authorized to accept such resignation on behalf of the Health Assembly; in which case, upon the expiration of the said period of notice, the Director-General shall cease to hold the appointment and this Contract shall terminate.

(6) The Health Assembly shall have the right, on the proposal of the Board and after hearing the Director-General and subject to at least six months' notice in writing, to terminate this Contract for reasons of exceptional gravity likely to prejudice the interests of the Organization.

II. (1) As from the ..... the Director-General shall receive from the Organization an annual salary of two hundred and seventeen thousand nine hundred and forty-five United States dollars, before staff assessment, resulting in a net salary (to be paid monthly) of one hundred and fifty-four thousand, six hundred and sixty-four United States dollars per annum at the dependency rate (one hundred and thirty-seven thousand, five hundred and forty-three United States dollars at the single rate) or its equivalent in such other currency as may be mutually agreed between the parties to this Contract.

(2) In addition to the normal adjustments and allowances authorized to staff members under the Staff Rules, the Director-General shall receive an annual representation allowance of twenty thousand United States dollars or its equivalent in such other currency as may be mutually agreed between the parties to this Contract, to be paid monthly commencing on ..... The representation allowance shall be used at his or her discretion entirely in respect of representation in connection with his or her official duties. He or she shall be entitled to such reimbursable allowances as travel allowances and removal costs on appointment, on subsequent change of official station, on termination of appointment, or on official travel and home leave travel.

III. The terms of the present Contract relating to rates of salary and representation allowance are subject to review and adjustment by the Health Assembly on the proposal of the Board, and after consultation with the Director-General, to bring them into conformity with any provision regarding the conditions of employment of staff members which the Health Assembly may decide to apply to staff members already in the service.

IV. If any question of interpretation or any dispute arises concerning this Contract, which is not settled by negotiation or agreement, the matter shall be referred for final decision to the competent tribunal provided for in the Staff Rules.

WHEREUNTO we have set our hands the day and year first above written.

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Director-General

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President of the.....  
World Health Assembly

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