

Post of Director-General: Draft contract

Draft resolution proposed by the Secretariat

The Executive Board,

In accordance with the requirements of Rule 107 of the Rules of Procedure of the World Health Assembly,

1. SUBMITS to the Seventieth World Health Assembly the draft contract establishing the terms and conditions of appointment of the Director-General;¹
2. RECOMMENDS to the Seventieth World Health Assembly the adoption of the following resolution:

The Seventieth World Health Assembly,

I

Pursuant to Article 31 of the Constitution and Rule 107 of the Rules of Procedure of the World Health Assembly,

APPROVES the contract establishing the terms and conditions of appointment, salary and other emoluments for the post of Director-General;

II

Pursuant to Rule 110 of the Rules of Procedure of the World Health Assembly,

AUTHORIZES the President of the Seventieth World Health Assembly to sign this contract in the name of the Organization.

¹ See Annex.

ANNEX

DRAFT CONTRACT OF THE DIRECTOR-GENERAL

THIS CONTRACT is made this day of May of the year two thousand and seventeen 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 appointed by the Health Assembly at its meeting held on theday of May of the year two thousand and seventeen for a period of five years.

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

I. (1) The Director-General shall serve from the first day of July of the year two thousand and seventeen until the thirtieth day of June of the year two thousand and twenty-two, 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.

(2bis) The Director-General fully commits to: the responsible management and appropriate stewardship of WHO resources, including financial resources, human resources and physical resources, in an efficient and effective manner to achieve the Organization objectives; an ethical culture so that all Secretariat decisions and actions are informed by accountability, transparency, integrity, and respect; follow through on independent audit recommendations; and timeliness and transparency of official documentation. [Member States of the Region of the Americas]

(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 that 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 first day of July of the year two thousand and seventeen the Director-General shall receive from the Organization an annual salary of two hundred and forty-one thousand, two hundred and seventy-six United States dollars, before staff assessment, resulting in a net salary (to be paid monthly) of one hundred and seventy-two thousand, and sixty-nine United States dollars per annum¹ 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-one 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 first day of July of the year two thousand and seventeen. 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, in order 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 that 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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¹ Indicative amounts only, pending approval by the Health Assembly on the Board's recommendations.