

Post of Director-General

Contract of the Director-General

1. In January 2017, the Executive Board at its 140th session considered an earlier version of this report and adopted resolution EB140.R4 (Post of Director-General: draft contract).¹

2. Pursuant to that resolution, the Executive Board submits to the Health Assembly the attached text of the draft contract (Annex) establishing the terms and conditions of appointment, salary² and other emoluments for the post of Director-General. In the resolution the Board recommends to the Health Assembly the adoption of a resolution approving the contract and authorizing the President of the Seventieth World Health Assembly to sign the contract in the name of the Organization.

3. Further to consideration by the International Civil Service Commission and the United Nations General Assembly at its forty-seventh session (1992) of the pension arrangements for ungraded officials, the Executive Board authorized the Secretariat to consult the nominees for the post of Director-General on this issue after the Board's session and to forward to the Health Assembly, as appropriate, an amendment to the contract after that consultation. It requested the Secretariat to ascertain whether the nominees wished to join the United Nations Joint Staff Pension Fund or to make their own arrangements in line with a specific option identified by the International Civil Service Commission 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).

4. If any of the nominated candidates 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:

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.

The Secretariat has asked the nominees to indicate their intentions, as requested by the Board, and the decision of the Director-General elect will be reflected in the final contract.

ACTION BY THE HEALTH ASSEMBLY

5. The Health Assembly is invited to consider adopting the resolution recommended by the Executive Board in resolution EB140.R4.

¹ See document EB140/3 and the summary records of the Executive Board at its 140th session, seventh meeting, section I.

² See resolution EB140.R9 (2017).

(6) 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.

(7) 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 annum 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.

.....

Director-General

.....

President of the Seventieth
World Health Assembly

= = =