



Director-General

Approval of contract

1. Attached for consideration by the Health Assembly is the text of the draft contract establishing the terms and conditions of appointment, salary¹ and other emoluments for the post of Director-General, as recommended by the Executive Board in resolution EB101.R12.

2. Pursuant to consideration by the International Civil Service Commission (ICSC) and the United Nations General Assembly in 1992 of the pension arrangements for ungraded officials, the Executive Board authorized the Secretariat to consult the nominee for the post of Director-General on this issue after the Board session, and to forward to the Health Assembly, as appropriate, an amendment to the contract following that consultation. It requested the Secretariat to ascertain whether she wished to join the United Nations Joint Staff Pension Fund or make her own arrangements in line with a specific option identified by ICSC and considered appropriate by the United Nations General Assembly; i.e., 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 (this would incur no additional costs to the Organization). The nominee decided upon the latter option. If the Health Assembly concurs, 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.

¹ Subject to amendment in accordance with resolution EB101.R20.

DRAFT CONTRACT OF THE DIRECTOR-GENERAL

THIS CONTRACT is made this _____ day of _____ 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 _____ day of _____ 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 twenty-first day of July one thousand nine hundred and ninety-eight until the twentieth day of July two thousand and three 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 twenty-first day of July one thousand nine hundred and ninety-eight the Director-General shall receive from the Organization an annual salary of one hundred and seventy-five thousand three hundred and forty-four United States dollars, before staff assessment, resulting in a net salary (to be paid monthly) of one hundred and nineteen thousand seven hundred and twenty-two United States dollars per annum at the

dependency rate (one hundred and six thousand two hundred and fifty-five 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 twenty-first day of July one thousand nine hundred and ninety-eight. 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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