

Director-General

Approval of contract

1. Pursuant to resolution EB130.R5, the Executive Board submits to the Health Assembly the attached text of the draft contract establishing the terms and conditions of appointment, salary¹ and other emoluments for the post of Director-General. In that resolution the Board recommends to the Health Assembly the adoption of a resolution approving the contract, and authorizing the President of the Sixty-fifth World Health Assembly to sign the contract in the name of the Organization.

2. 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 nominee for the post of Director-General² 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 nominee wished to remain in the United Nations Joint Staff Pension Fund or to make her 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). As the nominee has decided to remain in the Pension Fund, the draft contract needs no amendment.

3. Following the 130th session of the Executive Board, the United Nations General Assembly approved the revised rates of staff assessment used in conjunction with gross base salaries for the professional and higher categories of staff,³ effective 1 January 2012. Since the draft contract for the Director-General submitted by the Executive Board to the Health Assembly⁴ contains the previous gross base salaries, the Health Assembly is invited to consider the draft contract set out in this report with the revised gross base salaries approved by the General Assembly shown in square brackets. The Health Assembly may wish to approve the draft contract using the revised gross base salaries appearing in square brackets.

¹ See document EB130/3; the salary is subject to amendment in accordance with resolution EB130.R16.

² See resolution EB130.R4.

³ See United Nations General Assembly resolution 66/235.

⁴ Resolution EB130.R5.

ANNEX

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 first day of July two thousand and twelve until the thirtieth day of June two thousand and seventeen, 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 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 two thousand and twelve the Director-General shall receive from the Organization an annual salary of two hundred and fifty-one thousand one hundred and eighty-eight United States dollars [two hundred and thirty-two thousand eight hundred and fifty-nine], before staff assessment, resulting in a net salary (to be paid monthly) of one hundred and seventy-six thousand two hundred and seventy-two United States dollars [one hundred and seventy-six thousand five hundred and one] per annum at the dependency rate (one hundred and fifty-six thousand seven hundred and sixty United States dollars [one hundred and fifty-six thousand nine hundred and sixty-four] 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 first day of July two thousand and twelve. 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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