

Post of Director-General

Contract of the Director-General

1. In January 2022, the Executive Board at its 150th session considered an earlier version of this report and adopted resolution EB150.R2 (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 Seventy-fifth World Health Assembly to sign the contract in the name of the Organization.
3. In relation to the housing allowance and in the light of information provided in the Annex to document A75/31 (Human resources: annual report), should the Health Assembly agree to include the proposed housing allowance to the amount of US\$ 7000 per month in the contract of the Director-General, section II, paragraph 2, and section III, of the draft contract in the Annex to this report would be amended as follows:³

“(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 sixteenth day of August of the year two thousand and twenty-two. The representation allowance shall be used at his or her discretion entirely in respect of representation in connection with his or her official duties. **The Director-General shall receive a housing allowance of seven thousand United States dollars to be paid monthly commencing on the sixteenth day of August of the year two thousand and twenty-two.** He or she shall **also** 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 **and housing 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.”

¹ See document EB150/6 and the summary records of the Executive Board at its 150th session, third meeting.

² See resolution EB150.R2 (2022).

³ Proposed deletions are indicated in strikethrough and proposed additions in bold text.

4. 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-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 nominee wished to join the United Nations Joint Staff Pension Fund or to make his 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).

5. If the nominated candidate 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.

6. The Secretariat has asked the nominee to indicate his 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

7. The Health Assembly is invited to consider adopting the resolution recommended by the Executive Board in resolution EB150.R2 and the related Annex, as amended, as per paragraph 3 above.

ANNEX

DRAFT CONTRACT OF THE DIRECTOR-GENERAL

THIS CONTRACT is made this day of May of the year two thousand and twenty-two 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 the day of May of the year two thousand and twenty-two 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 sixteenth day of August of the year two thousand and twenty-two until the fifteenth day of August of the year two thousand and twenty-seven, 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 fully commits to the responsible management and appropriate stewardship of WHO's resources, including financial resources, human resources and physical resources, in an efficient and effective manner to achieve the Organization's objectives; an ethical culture, so that all Secretariat decisions and actions are informed by accountability, transparency, integrity, and respect; equitable geographical representation and gender balance in staff appointments and in accordance with Article 35 of the Constitution of the World Health Organization; follow-up of recommendations from the Organization's internal and external audits, and timeliness and transparency of official documentation.

(4) 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.

(5) 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.

(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 sixteenth day of August of the year two thousand and twenty-two the Director-General shall receive from the Organization an annual salary of two hundred and fifty-nine thousand, five hundred and fifty-three United States dollars, before staff assessment, resulting in a net salary (to be paid monthly) of one hundred and ninety-five thousand, one hundred and eighty-seven 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 sixteenth day of August of the year two thousand and twenty-two. 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 World Health Assembly

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¹ Indicative amounts only, pending approval by the Health Assembly on the Board's recommendations.