For reasons of economy, this document has been printed in a limited number. Delegates are kindly requested to bring their copies of documents to meetings.
Annex

Draft contract for appointment of the Director-General

THIS CONTRACT is made

between the United Nations Industrial Development Organization (hereinafter called the Organization) for the one part

and ………………… (hereinafter called the Director-General) for the other part.

WHEREAS

The Director-General, upon recommendation of the Board, has been duly appointed by the Conference at its thirteenth session held in December 2009.

IT IS HEREBY AGREED AS FOLLOWS:

1. Term of Office
   The Director-General shall be appointed for a period of four years from the ………. day of ………. two thousand nine (2009), or until the Director-General to be appointed at the fifteenth regular session of the General Conference assumes office, whichever is later.

2. Official Duty Station
   The official duty station for the Director-General shall be Vienna, Austria.

3. Official Duties
   In accordance with Article 11 of the Constitution of the Organization, the Director-General shall be the chief administrative officer of the Organization.

4. Privileges and Immunities
   The Director-General shall enjoy all the privileges and immunities in keeping with his office as determined by the Constitution of the Organization, Article 21, and any relevant legal instruments already in force or to be concluded in the future.

5. Staff Regulations
   The Director-General shall be subject to the Staff Regulations of the Organization, together with such amendments as may be made thereto, in so far as they are applicable to him.

6. Assessable Salary and Allowances
   (a) The annual gross salary of the Director-General shall be US dollars two hundred and thirty nine thousand six hundred thirty-one (239,631), corresponding to an annual net base salary equivalent to US dollars one hundred and sixty eight thousand seven hundred and sixty (168,760) (dependency rate) or US dollars one hundred and fifty thousand seventy-nine (150,079) (single rate) respectively. The gross and net base salary shall be adjusted whenever the General Assembly decides to adjust the gross and net base salary levels of staff in the Professional and higher categories;
(b) He shall receive post adjustment, allowances and benefits, including social security benefits, for which a staff member in the Professional category of the UNIDO Secretariat would be eligible under the Staff Regulations and Staff Rules of the Organization, provided the purpose of such emolument, allowance or benefit has not already been met by other provisions of the present contract;

(c) The Director-General shall receive a representation allowance of Euros thirty two thousand and one hundred (32,100) per annum, adjusted for the budgeted annual inflation rate, to meet his share of the obligations which the Organization incurs in the form of representation and hospitality expenditure;

(d) He shall receive a housing allowance amounting to Euros fifty thousand and five hundred (50,500) per annum adjusted for the budgeted annual inflation rate;

(e) The above salary, allowances and benefits to which the Director-General is entitled under this agreement shall be subject to adjustment by the Board, after consultations with the Director-General, to keep them in line with those of the executive heads of other specialized agencies within the common system of the United Nations.

7. Pension and After Service Health Insurance

(a) The Director-General shall participate in the United Nations Joint Staff Pension Fund in accordance with the provisions of decision IDB.10/Dec. 17 (d) of the Industrial Development Board. His pensionable remuneration shall be determined and adjusted in accordance with the provisions of articles 54(c) and (b) of the regulations and rules of the United Nations Joint Staff Pension Fund.

(b) The Director-General shall be eligible for subsidized after service health insurance as continuation of his in-service health insurance coverage as of the date he will be in receipt of a deferred retirement benefit from the United Nations Joint Staff Pension Fund.

8. Currency of payments

Payments will be effected in the currency applicable to staff in the Professional and higher categories serving at the official duty station Vienna, Austria.

9. Notice of Resignation

The Director-General may at any time give three month’s notice of resignation in writing to the Board, which is authorized to accept his resignation on behalf of the General Conference, in which case, upon expiration of such period of notice, he shall cease to be Director-General of the Organization and this contract shall terminate.

10. Entry into force

This contract shall enter into force as of the …… day of ……………. 2009.
SIGNED this ........... day of ........... 2009 at Vienna.

______________________      ______________________
(…………………….……..)     (…………………….……..)
President of the Conference acting     Director-General
on behalf of the Organization