



International Oil Pollution
Compensation Funds

Agenda Item 7	IOPC/NOV21/7/2/2	
Date	20 October 2021	
Original	English	
1992 Fund Assembly	92A26	●
1992 Fund Executive Committee	92EC77	
Supplementary Fund Assembly	SA18	●

APPOINTMENT OF THE DIRECTOR

DIRECTOR'S CONTRACT

Note by the Chair of the 1992 Fund Assembly

Summary:	Article 18 of the 1992 Fund Convention requires the 1992 Fund Assembly to determine the terms and conditions of service of the Director, and Regulations 17 and 18 of the 1992 Fund's Staff Regulations contain related provisions regarding the terms and conditions of the Director.
Action to be taken:	<p><u>1992 Fund Assembly</u></p> <p>(a) Take note of the information contained in this document; and</p> <p>(b) determine the terms and conditions of service of the Director and instruct the Chair to conclude a contract between the 1992 Fund and the Director .</p> <p><u>Supplementary Fund Assembly</u></p> <p>Take note of the decisions taken by the 1992 Fund Assembly.</p>

1 Introduction

- 1.1 At its 26th session in November 2021, the 1992 Fund Assembly will appoint a new Director who will, *ex officio*, also be Director of the Supplementary Fund.
- 1.2 Article 18.4 of the 1992 Fund Convention requires the 1992 Fund Assembly to determine the terms and conditions of service of the Director, and Regulations 17 and 18 of the 1992 Fund's Staff Regulations contain related provisions regarding the terms and conditions of the Director. These provisions are set out in Annex I.
- 1.3 It should be noted that at its 16th session in October 2011, the 1992 Fund Assembly agreed on a template for the Director's contract (document IOPC/OCT11/11/1).
- 1.4 In October 2016, the Director's contract was amended to increase the notice period to be given in relation to the termination or extension of his appointment, which was changed from three months to six months. In addition, all references to the 1971 Fund were removed as they were no longer applicable.
- 1.5 Annex II to this document provides the template for Director's contract approved by the Assembly.

1.6 The Assembly is invited to instruct the Chair to conclude a contract between the 1992 Fund and the Director.

2 Action to be taken

2.1 1992 Fund Assembly

The 1992 Fund Assembly is invited to:

- (a) take note of the information contained in this document; and
- (b) determine the terms and conditions of service of the Director and instruct the Chair to conclude a contract between the 1992 Fund and the Director.

2.2 Supplementary Fund Assembly

The Supplementary Fund Assembly is invited to take note of the decisions taken by the 1992 Fund Assembly.

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ANNEX I

INTERNATIONAL CONVENTION ON THE ESTABLISHMENT OF AN INTERNATIONAL FUND FOR COMPENSATION FOR OIL POLLUTION DAMAGE, 1992

Assembly

Article 18.4

The functions of the Assembly shall be to appoint the Director and make provisions for the appointment of such other personnel as may be necessary and determine the terms and conditions of service of the Director and other personnel.

STAFF REGULATIONS OF THE INTERNATIONAL OIL POLLUTION COMPENSATION FUND ESTABLISHED UNDER THE 1992 FUND CONVENTION

SECTION IV

Salaries and Related Allowances

Regulation 17

The salaries, allowances and grants and the conditions of entitlement thereto, for all members of the Secretariat shall, except as may be otherwise provided in these Regulations, conform whenever appropriate with the United Nations common system as applied by the International Maritime Organization under its Staff Regulations and Staff Rules.

Regulation 18

The terms and conditions of service of the Director shall be determined by the Assembly with reference to the provisions of Regulation 17 and shall be specified in a contract between the Director and the 1992 Fund represented by the Chair of the Assembly.

* * *

ANNEX II
Template contract between
the International Oil Pollution Compensation Fund 1992
and [XXX]

Having regard to Article 16 of the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992 (1992 Fund Convention),

Noting that the Assembly of the International Oil Pollution Compensation Fund 1992 (1992 Fund) elected, at its [XXX] session held in [Date], [XXX] as the next Director of the 1992 Fund from [Date],

Noting also that in accordance with the 1992 Fund Resolution N°9, adopted by the 1992 Fund Assembly at its 9th session in October 2004 and revised at its 16th session in October 2011, the Director should be appointed for an initial term of five years,

Noting further that the incumbent Director may be re-appointed for a second term of five years by a vote pursuant to Articles 32 and 33(b) of the 1992 Fund Convention,

Recalling further that the Assembly of the International Oil Pollution Compensation Supplementary Fund (Supplementary Fund) had decided that the Director of the 1992 Fund shall *ex officio* be Director of the International Oil Pollution Compensation Supplementary Fund also,

Recognising, therefore, that [XXX] will, in addition to holding the post of Director of the 1992 Fund, hold the post of Director of the Supplementary Fund (the two Organisations hereinafter referred to as the IOPC Funds),

Recognising that, in the event that the 1992 Fund Assembly were to decide, at the request of the Assembly of the International Hazardous and Noxious Substances Fund (HNS Fund), the Secretariat of the 1992 Fund should act also as Secretariat of the HNS Fund, the Director of the 1992 Fund should be also Director of the HNS Fund,

The [Assembly/Administrative Council] of the 1992 Fund has determined the terms and conditions of [XXX]'s contract as follows:

- 1 The appointment shall be for the period until [Date].
- 2 The fundamental conditions of service and the basic rights, duties and obligations of the Director are embodied in the Staff Regulations and Rules of the 1992 Fund as supplemented or amended by the 1992 Fund Assembly or by this contract.
- 3 The Director shall receive a salary equivalent to that of an Under-Secretary-General (USG) in the United Nations salary scale increased by 10%, all subject to post adjustment and contributions to the Provident Fund. If eligible, he/she will receive the allowances available to staff members generally, together with an annual representation allowance of [£XXX] per annum.
- 4 The Director shall pledge himself by an oath that he/she will exercise, in all loyalty, discretion and conscience, as an international civil servant and the chief administrative officer of the IOPC Funds, the functions and duties assigned to him/her by the provisions of the 1992 Fund Convention and the Supplementary Fund Protocol and the Staff Regulations of the 1992 Fund; that he/she will discharge those functions and regulate his/her conduct with the interests of the IOPC Funds only in view and will not seek or accept instructions in regard to the performance of his/her duties from any government, authority or body external to the IOPC Funds.
- 5 During the term of his/her appointment, the Director shall not accept any honour, decoration, favour or remuneration from any source external to the IOPC Funds unless approved by the respective governing

bodies. With respect to any gift offered by any such source, the Director shall be guided by the 1992 Fund's policy, which applies to all staff.

6 The Director shall communicate to the Chair of the 1992 Fund Assembly in writing no less than six months before the end of his/her initial appointment whether or not he/she wishes to seek a renewal of the appointment for an additional term.

7 Resignation by the Director

(a) The Director's contract may be terminated by the Director's official resignation submitted in writing to the Chair of the Assembly of the 1992 Fund, in which case the Director shall cease his/her functions six months after the date of communicating his/her resignation to the Chair. If there is no Chair of the Assembly, or the Chair cannot be contacted, the resignation will take effect six months after the Director has communicated his/her resignation to the Member States of the IOPC Funds. If required, the Director will, immediately after having communicated his/her resignation as set out above, convene an extraordinary session of the Assembly of the 1992 Fund to appoint a successor.

(b) If the Director shall resign for medical reasons, he/she shall be entitled to compensation equivalent to his/her net base salary plus the application of the post adjustment multiplier in force at the time of separation for the balance of his/her contract, but not to exceed 12 months, and subject to a report from a medical practitioner appointed by the 1992 Fund confirming the incapacity of the Director for further service on medical grounds. Staff Rule VI.1(d) will not apply to the Director.

8 Termination of the Director's contract by the 1992 Fund Assembly

(a) The Director's contract may be terminated by the 1992 Fund Assembly in accordance with the provisions of Staff Regulations 21 and 22.

(b) However, in the event of termination of the appointment by the 1992 Fund Assembly in accordance with Regulation 21(a)(iii) (i.e. for reasons of health incapacitated for further service), the Director shall be entitled to compensation equivalent to his/her net base salary plus the application of the post adjustment multiplier in force at the time of separation for the balance of his/her contract, but not to exceed 12 months, and subject to a report from a medical practitioner appointed by the 1992 Fund confirming the incapacity of the Director for further service on medical grounds. Staff Rule VI.1(d) will not apply to the Director.

9 Any disputes or differences in interpretation of this contract which cannot be settled by amicable agreement between the parties shall be submitted to an arbitrator appointed by the International Court of Justice. The arbitrator's decision shall be final.

10 This contract shall enter into force on the date of its signature by the parties.

Done in London, this date [XXX], in duplicate, one copy for [XXX] and the other to be kept in the archives of the International Oil Pollution Compensation Fund 1992.

For the International Oil
Pollution Compensation Fund 1992

Chair of the Assembly

[XXX]