

FOR CONTRACTING PARTIES ONLY

DRAFT  
CONTRACT OF APPOINTMENT BETWEEN THE  
INTERNATIONAL OIL POLLUTION COMPENSATION FUND  
AND  
DR. R.H. GANTEN  
FOR APPOINTMENT TO THE POST OF DIRECTOR

Having regard to Article 16 of the International Oil Pollution Compensation Fund, the Assembly has appointed Dr. R.H. Ganten as the Director of the Fund and determined the terms and conditions of his appointment as follows:

1. The Director's term of appointment shall take effect from .....
2. The Director, having pledged himself by an oath, will exercise in all loyalty, discretion and conscience, as an international civil servant and the chief administrative officer of the International Oil Pollution Compensation Fund, the functions and duties assigned to him by the provisions of the Convention and the Staff Regulations of the Fund; he will discharge those functions and regulate his conduct with the interests of the Fund only in view and will not seek or accept instructions in regard to the performance of his duties from any government, authority or body external to the Fund.
3. During the term of his appointment, the Director shall enjoy the privileges and immunities granted him by appropriate agreements entered into by the Fund; he shall not accept any honour, decoration, favour, gift or remuneration from any source external to the Fund unless approved by the Executive Committee.
4. The appointment shall be for the period until ..... and may be renewed for such further periods as may be determined by the Executive Committee with the approval of the Assembly. The term of appointment of the Director may be terminated by his official resignation submitted in writing to the Chairman of the Executive Committee, in which case the Director shall cease his functions two months after the date of acceptance of his resignation by the Executive Committee.

5. The fundamental conditions of service and the basic rights, duties and obligations of the Director are embodied in the Staff Regulations of the Fund.
6. The Director shall receive from the International Oil Pollution Compensation Fund a salary of ..... If otherwise eligible, he shall receive the allowances available to staff members generally, together with a representation allowance in the amount determined by the [Executive Committee and approved by the] Assembly.
7. 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.
8. This contract shall enter into force on the date of its signature by the parties.

Done at London, this ... day of .....  
in duplicate, one copy for Dr. Ganten  
and the other to be kept in the archives of the  
International Oil Pollution Compensation Fund.

For the International Oil  
Pollution Compensation Fund:

\_\_\_\_\_  
Chairman of the Assembly

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R.H. Ganten