

# WIPO



WO/GA/36/12

ORIGINAL: English

DATE: September 26, 2008

WORLD INTELLECTUAL PROPERTY ORGANIZATION  
GENEVA

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## WIPO GENERAL ASSEMBLY

### Thirty-Sixth (18<sup>th</sup> Extraordinary) Session Geneva, September 22 to 30, 2008

#### REPORT OF THE WORKING GROUP ON THE CONDITIONS OF THE APPOINTMENT OF THE NEW DIRECTOR GENERAL

*prepared by the Secretariat*

1. The Working Group on the Conditions of the Appointment of the new Director General met on four occasions, on September 22, 23, 24 and 25, 2008.
2. The Working Group was presided over by the Chair of the WIPO General Assembly and, in his absence, by the outgoing Chair of the WIPO Coordination Committee. The other members were:
  - the Vice Chairs of the General Assembly and of the Coordination Committee; and
  - the Coordinators of the African Group, Asian Group, Group of Central Asian, Caucasus and Eastern European Countries, Group of Central European and Baltic States, Group B, Group of Latin American and Caribbean Countries and the Representative of China.
3. The Working Group noted that on September 22, 2008, the General Assembly decided to appoint Mr. Francis Gurry as Director General of WIPO for a fixed term of six years from October 1, 2008 to September 30, 2014.
4. In considering the conditions of the appointment of Mr. Gurry as Director General, the Working Group decided to recommend to the General Assembly the same conditions that the

General Assembly approved in May 2003 for the then Director General Mr. Kamil Idris, with the following modifications:

- a. an annual inflationary adjustment in respect of the housing and representation allowances in accordance with the Consumer Price Index (CPI) for Geneva<sup>\*</sup>; and
- b. that, in addition to enjoying the rights which are provided for in the Staff Regulations and Staff Rules of the International Bureau of WIPO, Mr. Gurry shall also assume the obligations provided therein.

5. The Working Group also wished to clarify in the preamble of the contract of the Director General that the term of the appointment may end according to the relevant provisions as set out in the Convention Establishing WIPO and the Staff Regulations and Staff Rules of the International Bureau of WIPO.

6. Upon the request of the Working Group, the International Bureau provided an indicative estimate of the monthly remuneration of Mr. Gurry, in addition to the representation and housing allowances stipulated in the contract, based on the United Nations common system financial parameters given in September 2008. The indicative estimate is attached to this report as Annex I.

7. Finally, the Working Group received the statement made by Mr. Edward Kwakwa, WIPO Legal Counsel, which Mr. Gurry requested him to convey to the Working Group. The statement was as follows: “Although Mr. Gurry shall be Acting Secretary-General of the International Union for the Protection of Plant Varieties (UPOV) on October 1, 2008 when his appointment as Director General of WIPO takes effect, until formal appointment by the Council of UPOV when it next meets, he wishes to already indicate that he will renounce receipt of his salary as Secretary General of UPOV.”

*8. The General Assembly of WIPO is invited to approve the conditions of the appointment of Mr. Francis Gurry as Director General of WIPO as reflected in the draft contract set out in Annex II to this Report.*

[Annexes follow]

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<sup>\*</sup> The CPI for Geneva is issued by the *Office cantonal de la statistique*.

**Monthly Remuneration - Director General**

The calculation is an indicative estimate of what would be the monthly remuneration of Mr. Francis Gurry as Director General of WIPO pursuant to WIPO Staff Regulations 3.1 and 3.5 based on the parameters given in September 2008 \*) (in addition to the Representation and Housing Allowances included in his contract)

Net monthly salary	
[ (\$ 164918 x 1.14) : 12 ]	SFr. 15'667.20
Post Adjustment Geneva	
[ (\$ 164918 x 1.14 x 0.747) : 12 ]	<u>SFr. 11'703.40</u>
	SFr. 27'370.60
DG's Contribution UNJSPF	
[ (\$ 342772 x 1.14 x 0.079) : 12 ]	-SFr. 2'572.50
DG's Contribution Social Security Insurance	<u>-SFr. 1'386.00</u>
<b>Monthly pay</b>	<b><u><u>SFr. 23'412.10</u></u></b>

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\*) = Official United Nations exchange rate in September 2008 : **1 US\$ = 1.14 Swiss francs**  
Post Adjustment multiplier for Geneva in September 2008 : **74.7**

DRAFT CONTRACT OF THE DIRECTOR GENERAL

THIS CONTRACT is entered into this 26th day of September 2008

between

the WORLD INTELLECTUAL PROPERTY ORGANIZATION (hereinafter  
called “the Organization” or “WIPO”)

and

Mr. FRANCIS GURRY

WHEREAS:

A. Article 6(2)(i) of the Convention Establishing the World Intellectual Property Organization (hereinafter called “the WIPO Convention”) provides that the WIPO General Assembly shall appoint the Director General of WIPO upon nomination by the WIPO Coordination Committee.

B. Article 9(3) of the WIPO Convention provides, *inter alia*, that the Director General of WIPO shall be appointed for a fixed term, which shall be not less than six years, and that the period of the initial appointment, as well as all other conditions of the appointment, shall be fixed by the WIPO General Assembly.

C. The term of the appointment may end according to the relevant provisions as set out in the WIPO Convention and the Staff Regulations and Staff Rules of the International Bureau of WIPO.

D. Upon the nomination of the WIPO Coordination Committee, the WIPO General Assembly appointed Mr. Gurry as Director General of WIPO on September 22, 2008.

IT IS HEREBY AGREED AS FOLLOWS:

Term of Appointment

1. The appointment of Mr. Gurry as Director General of WIPO shall be for a fixed term of six years, commencing on October 1, 2008.

Salary and Allowances

2. Throughout the term of his appointment, the Organization shall pay to Mr. Gurry

(1) an annual net salary equivalent to the highest salary payable to the Head of a Specialized Agency of the United Nations which has its headquarters in Geneva;

(2) an annual representation allowance of 62,100 Swiss francs, which will be updated annually according to the Consumer Price Index (CPI) for Geneva\* ; and

(3) an annual housing allowance of 76,200 Swiss francs, which will likewise be updated annually according to the CPI for Geneva.

3. The Organization shall make available to Mr. Gurry a car and chauffeur for official duties and pay the expenses relating thereto.

4. Mr. Gurry shall be entitled to appropriate security protection, where necessary.

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\* The CPI for Geneva is issued by the Office Cantonal de la Statistique.

Pension

5. Mr. Gurry shall be entitled to continue to participate in the United Nations Joint Staff Pension Fund, in accordance with the Regulations and Rules of that Fund and with the pensionable remuneration determined in accordance with the methodology of the General Assembly of the United Nations.

Application of the WIPO Staff Regulations and Staff Rules

6. Except as may be otherwise modified herein, Mr. Gurry shall have the rights and assume the obligations which are provided for in the Staff Regulations and Staff Rules of the International Bureau of WIPO.

IN WITNESS WHEREOF, THE PARTIES HAVE THIS 26<sup>th</sup> DAY OF SEPTEMBER 2008  
SIGNED THESE PRESENTS

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Martin I. Uhomoibhi  
Chair  
WIPO General Assembly

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Francis Gurry

[End of Annexes and of document]