

AGREEMENT

AGREEMENT made between the International Monetary Fund (hereinafter referred to as the "Fund") and John Doe of _____ (hereinafter referred to as "Doe").

WHEREAS, the Fund has been established to promote international monetary cooperation and to achieve the other purposes set forth in Article I of the Articles of Agreement drawn up at the United Nations Monetary and Financial Conference at Bretton Woods, New Hampshire in July 1946, and,

WHEREAS, Doe is a man of eminence and high attainment, skilled and experienced in financial, executive and administrative matters, and

WHEREAS, the Fund for the period and upon the terms hereinafter provided desires to obtain and secure the services of Doe for itself and Doe thereunto consents;

Now, therefore, the Fund and Doe do hereby mutually agree:

1. The Fund shall employ Doe as its Managing Director and Doe shall serve as Managing Director of the Fund for the period of five (5) years commencing May ___ 1946. This employment is subject to

(a) The right of Doe to resign at any time upon the giving of notice to the Fund thirty (30) days from the date upon which such resignation shall be effective;

(b) The right of the Executive Directors of the Fund to exercise their power pursuant to Article XII, section 4(a) of the Articles of Agreement of the Fund which states "The Managing Director shall cease to hold office when the Executive Directors so decide."

2. Doe recognizes that by accepting this employment he pledges himself to discharge his functions and to regulate his conduct in the interest of the Fund. He recognizes that the responsibilities of the Fund are not national but international. Therefore, Doe agrees that in the performance of his duties he shall not seek or receive instructions from any government or from any authority external to the Fund. In accordance with the international character of the Fund, Doe further agrees that he will not accept any honor, decoration, favor, gift or fee in respect to services rendered during the period of his employment or service in the Fund and that he will resign his position with the Fund if he should become a candidate for any office of a political character.

3. Doe agrees that he shall not communicate to any person other than an official of the Fund any unpublished information known to him by reason of his official position except in the course of his duties or by reason of the authorization of the Executive Directors of the Fund and that he will exercise the utmost discretion in regard to all matters pertaining to the business of the Fund.

4. Doe agrees that he will not, within a period of two (2) years after termination of this agreement or of any renewal thereof, accept any employment or position with any governmental or public or private organization in which his confidential information might be a source of embarrassment to the Fund.

5. Doe agrees to devote the whole of his time, attention, skill and energy to the business of the Fund and shall not, directly or indirectly, alone or in association be connected with or concerned or interested in any other business or employment or pursuit whatsoever during the term of his employment (other than the management of his private investments) and that he will resign from any position in public or private employment that he now holds. Doe shall serve the Fund diligently and according to his best ability in all respects and use the utmost endeavors to promote the Fund's interests. Doe shall not serve as a director or officer of or consultant to any company or organization or hold any public office in any country without the prior approval, in writing, of the Executive Directors of the Fund.

6. Doe agrees to perform the duties which the Articles of Agreement of the Fund specify as the duties of the Managing Director of the Fund understanding that such duties may require him to render services not only at the seat of the Fund but in other countries as well.

7. The Fund agrees to pay to Doe the salary of \$30,000 per year as full compensation for his services.

8. The Fund agrees to reimburse Doe for any reasonable expenses incurred in the interest of the Fund provided that Doe shall certify in connection with each claim for reimbursement that he has not received and will not claim reimbursement in respect to such expenses from any other source. Such expenses shall include travel and transportation expenses for Doe and his immediate family and the cost of moving their personal effects to and from the seat of the Fund and

shall also include reasonable expenses for housing and for entertainment and for other similar expenditures made on behalf of the Fund.

9. Doe agrees, upon demand by the Executive Directors or such person or persons as they may designate, to supply such evidence as may be desired in connection with any claim for reimbursement under the terms of paragraph 8 of this agreement.

10. As used in paragraph 8 of this agreement the term "immediate family" shall mean Doe's wife and dependent children and such other persons who habitually reside with Doe.

11. In the event that at the expiration of any year during which this contract is in effect, Doe shall notify the Fund, in writing, that the salary paid to him for such year and/or the sum due or paid to him as reimbursement for expenses are subject to taxation by the national government of the country of which he is a citizen, then the Fund shall pay to Doe an additional sum which shall be equal to either

(a) the amount of the tax which Doe has paid or is liable to pay to such national government upon such salary and/or expenses or

(b) a sum which shall be equal to the amount of tax levied by the national government of the country of which Doe is a citizen during such year upon a person whose circumstances are equivalent to those of Doe and whose net income is equal to the taxable sum which Doe has received from the Fund, whichever shall be less.

12. In determining the amount of taxation paid by a person in like circumstances to those of Doe to the national government of the country of which Doe is a citizen as provided for in paragraph 11(b) the Fund shall accept as evidence of the amount of such taxation a statement in writing presented by Doe who shall make such statement as a part of his written notification to the Fund in accordance with paragraph 11 if he avails himself of its provisions. Doe agrees to furnish upon request to the Executive Directors or to such person or persons as they may designate, all pertinent evidence with respect to his tax payment and liabilities. Doe further agrees that, in the event that he shall be reimbursed or claim reimbursement pursuant to the provisions of paragraph 11(b), he shall furnish upon request such evidence with respect to tax liability as may be pertinent in view of the circumstances.

13. As used with respect to the provisions concerning taxation above, the term "national government" shall include the government of any state, province, county, municipality or any other political subdivision of the country of which Doe is a citizen as well as the government of the country itself.

14. The salary paid to Doe shall be paid in United States dollars in twenty-four (24) equal instalments on the 15th and last day of each month during which this agreement is in force. Reimbursement of expenses pursuant to this agreement shall be made in the currency in which such expenses were incurred. Such reimbursement shall be made within a reasonable time after such expenses have been incurred and have been certified to the Fund.

15. Any additional sum which shall become due to Doe pursuant to paragraph 11 above shall be paid by the Fund within 60 days of receipt of the notification in writing provided for by such paragraph. Such payments shall be made in the currency in which the tax has been paid or in which the tax liability exists.

16. In the event that Doe should become ill during the time that this agreement is in force and such illness, whether mental or physical, shall incapacitate Doe from the performance of his duties, he shall, nevertheless, be entitled to receive full salary during the period of such illness for a period not to exceed six months in any calendar year or six successive months. In the event that any such illness shall exceed six months during the course of any calendar year or shall exceed six successive months, Doe shall be entitled to receive salary at one-half the rate stipulated in paragraph 7 during the continuance of such illness. Upon Doe's resumption of his duties full salary shall again be payable to him from the date of such resumption.

17. If this agreement shall be terminated by the Executive Directors for reason of the illness of Doe, pursuant to the terms of the following paragraph such termination shall be deemed to be a termination without cause and Doe shall receive the additional compensation set forth in the following paragraph. Such termination shall from the date thereof supersede and render ineffective the provisions of the preceding paragraph.

18. In accordance with the provisions in paragraph 1(b) the Fund, acting through the Executive Directors, has the option to

terminate this agreement without cause at any time, such cancellation to be effective as of any date fixed by the Fund. In the event that this option is exercised by the Fund, the Fund agrees to pay to Doe, in addition to the salary which he has earned up to the date of such termination, an amount to be determined as follows:

(a) If the effective date of such termination shall occur during the first three (3) years that this agreement is in effect, then the amount of such additional compensation shall be one-half of the amount due for the unexpired term of the agreement.

(b) If the effective date of such termination shall occur during the fourth year that this agreement is in effect, then the amount of such additional compensation shall be an amount equal to one full year's salary.

(c) If the effective date of such termination shall occur during the fifth year that this agreement is in effect, then the amount of such additional compensation shall be the amount due for the unexpired term of the agreement.

19. In the event that Doe shall die or resign his position as Managing Director or that the Executive Directors shall terminate this agreement for cause, Doe or his estate shall receive salary in full up to the date of his death or to the effective date of such resignation or termination but no additional compensation.

20. In the event that the Executive Directors shall terminate this agreement pursuant to the provisions of paragraph 1(b) hereof,

such termination shall not be deemed to be for cause unless prior to such termination the Executive Directors shall have given ten days notice to Doe of their intention so to terminate the agreement and shall have given Doe the opportunity to be heard by them. Furthermore, no termination shall be deemed to be for cause unless the Executive Directors specifically so state at the time that they terminate the agreement. However, the Executive Directors shall be the sole judges of the completeness and adequacy of any hearing given to Doe and it is agreed that their decision as to whether a termination is for cause shall be conclusive.

21. It is agreed that Doe shall be entitled to a vacation of thirty-one (31) days in each calendar year and to the extent that such permitted vacation or any portion thereof is not taken in one calendar year it may be accumulated for the next succeeding calendar year but no further. If Doe spends a portion of his vacation in the country of which he is a citizen, time spent in travelling to or from such country shall not be subtracted from the amount of vacation to which he is entitled, provided, however, that such travel time is allowable only once in any calendar year.

22. In the event that the Fund shall establish a retirement plan, an employees group life insurance plan or any other health or social welfare plan, and as long as Doe is an employee of the Fund, he shall be entitled to contribute to and to enjoy the benefits of such plans in accordance with the terms and conditions thereof as they may be in force from time to time.

23. In the event that either the Fund or Doe shall breach any condition, term or provision of this agreement no waiver of such breach shall be deemed to be a waiver of any preceding or subsequent breach of the same condition, term or provision or of any other.

24. All notices under this agreement which may be required to be given by either party must be in writing. Notices to the Fund shall be by registered mail addressed to the Executive Directors of the Fund at its head office. Notices to Doe shall be by registered mail addressed to him at the head office of the Fund or to such other address as Doe may subsequently designate in writing and file with the Executive Directors of the Fund. The day following the date of mailing any such notice shall be deemed to be the date of its delivery.

25. This agreement is a personal contract and rights and interests hereunder may not be sold, transferred, assigned, pledged or hypothecated.

26. In the event that any disagreement shall arise between Doe and the Fund concerning the construction, application or effect of any of the provisions of this agreement such disagreement shall be determined by arbitration. The Fund and Doe shall each appoint one arbitrator. If either the Fund or Doe shall fail to designate an arbitrator within ten (10) days after written request from the other, the party making such request shall be entitled to designate two (2) arbitrators. The two arbitrators who are chosen shall select a third. The arbitrators, by the decision of a majority of them, may determine the place or places for hearing and determining the

controversy and may adopt their own rules of procedure. The written decision of a majority of said arbitrators shall be final and conclusive on the Fund and on Doe.

27. This agreement shall be interpreted in accordance with the laws in effect at the place of the head office of the Fund.

28. This agreement constitutes the entire agreement between Doe and the Fund and cannot be modified except by a written instrument signed by the parties hereto which may, however, amend, modify or cancel this agreement without the consent of any other person whomsoever.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement written in several counterparts, any one of which may be considered an original without the production of the others.