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AGREEMENT

AGREEMENT made between the International Monetary Fund (hereinafter referred to as the "Fund") and Camille Gutt of Belgium (hereinafter referred to as "Gutt").

1. The Fund hereby appoints Gutt as its Managing Director to serve for the period of five (5) years commencing May 6, 1946. This employment is subject to

(a) The right of Gutt to resign at any time, his resignation to be effective ninety (90) days after the giving of notice to the Fund;

(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. Gutt recognizes that the responsibilities of the Fund are not national but international. Therefore, Gutt 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, Gutt further agrees that he will not, without the approval of the Executive Directors, accept any honor, decoration, favor, gift or fee in respect to services rendered during the period of his service with 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. Gutt recognizes that by virtue of his position with the Fund he will have access to confidential information and that he is obligated to exercise the utmost discretion in regard to the disclosure of such information to persons not officially connected with the Fund.

4. Gutt agrees that after the termination of his period of service he will not, without the approval of the Executive Directors, disclose any confidential information he has received during his service with the Fund by reason of his official position.

5. Gutt agrees to devote the whole of his time, attention, skill and energy to the business of the Fund. He further agrees that he will not, without the written approval of the Executive Directors, be connected with or concerned or interested, directly or indirectly, in any other business or public or private employment whatsoever during the term of his employment (other than the management of those private investments which do not constitute control of any business) and that he will resign from any such position that he now holds.

6. The duties of Gutt, as Managing Director of the Fund, shall be those set forth in the Articles of Agreement of the Fund as supplemented by the By-Laws and such rules, regulations, directives and instructions as the Executive Directors may adopt.

7. The Fund agrees to pay to Gutt the salary of \$30,000 per year, net of income taxes in accordance with paragraph 11, as full compensation for his services.

8. The Fund agrees to reimburse Gutt for any reasonable expenses incurred in the interest of the Fund. Such expenses shall include travel

and transportation expenses for Gutt and his immediate family and the cost of moving their personal effects once to the seat of the Fund during or immediately before his period of service and in moving once from the seat during or immediately after his period of service, and shall also include reasonable representation expenses.

9. The Executive Directors shall have the right to prescribe an accounting procedure to cover claims 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 include personal servants and such other persons as may habitually reside with Gutt.

11. [Taxation provision to be added]

12. Gutt 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 payments and liabilities. He further agrees to take advantage of any provision in the tax laws, regulations or rulings of the national government of which he is a citizen or subject, which would reduce or eliminate the obligation assumed by the Fund under paragraph 11 of this agreement.

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 Gutt is a citizen or subject as well as the government of the country itself.

14. Gutt shall be entitled to draw on his accrued salary at such times as he may desire. Reimbursement of expenses pursuant to this agreement shall be made in the currency in which such expenses were incurred, unless Gutt purchased such currency with another, in which case reimbursement shall be made in the currency used by Gutt. Such reimbursement shall be made within a reasonable time after appropriate claim has been made to the Fund.

15. Any additional sums which shall be due to Gutt pursuant to paragraph 11 above shall be paid by the Fund at such time or times as Gutt is required to meet his tax liabilities. Such payments shall be made in the currency in which the tax has been paid or in which the tax liability exists. If Gutt is required to make payments on the basis of an estimated return, payments made under paragraph 11 shall be adjusted when Gutt's payments to the taxing authorities are adjusted.

16. In the event that Gutt should become ill during the time that this agreement is in force and such illness, whether mental or physical, shall incapacitate Gutt 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 one hundred eighty-two (182) days in any period of three hundred sixty-five (365) days ending on the day of reference. Should any such illness exceed the period specified above Gutt shall be entitled to receive salary at one-half the rate stipulated in paragraph 7 during the further continuance of such illness. Upon Gutt'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 pursuant to the terms of the following paragraph for reason of the illness of Gutt, such termination shall be deemed to be a termination without cause and Gutt 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 Gutt, 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.

Amounts paid under this paragraph shall be subject to the provisions of paragraph 11, but Gutt shall have the right to elect whether to have the payments due to him under this paragraph made on an annual basis over the remainder of the five-year period beginning May 6, 1946, or whether to take the full amount due on the effective date of termination with the amount due under paragraph 11 computed at then existing rates of taxation on the assumption that Gutt would receive in each year the amount which would be paid to him if payments were made on an annual basis.

19. In the event that Gutt shall die before the termination of this agreement, the Fund:

(a) Shall pay to his estate all salary due to him up to the date of his death, together with reimbursement for all expenses provided for by paragraph 8 incurred up to such date (amounts paid under this sub-paragraph shall be subject to the provisions of paragraph 11); and

(b) shall (without reference to paragraph 16 of this agreement) pay to [his dependents; such persons as he may designate from time to time in writing; XYZ] one full year's salary or the amount which would have been due had Gutt served as Managing

Director for the full period of this agreement, whichever is less. Amounts paid under this sub-paragraph shall be subject to the provisions of paragraph 11 with respect to any taxes that may be levied on such amounts as income to Gutt, but not with respect to any income taxes of other persons, or estate, inheritance or other taxes.

20. In the event that Gutt shall resign his position as Managing Director or that the Executive Directors shall terminate this agreement for cause, Gutt shall receive salary in full up to the effective date of such resignation or termination, but no additional compensation. Gutt shall also receive reimbursement for all expenses provided for by paragraph 8 incurred up to such date. Amounts paid under this paragraph shall be subject to the provisions of paragraph 11.

21. 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 (10) days' notice to Gutt of their intention so to terminate the agreement and shall have given Gutt 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 Gutt and it is agreed that their decision as to whether a termination is for cause shall be conclusive.

22. It is agreed that Gutt shall be entitled to a reasonable vacation.

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

24. In the event that either the Fund or Gutt 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.

25. 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, unless Gutt is outside the United States, in which case a cable addressed in the same manner shall constitute notice to the Fund. Notices to Gutt shall be by registered mail addressed to him at the head office of the Fund or to such other address as Gutt may subsequently designate in writing and file with the Executive Directors of the Fund. The day following the date of mailing (or cabling) any such notice shall be deemed to be the date of its delivery.

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

27. In the event that any disagreement shall arise between Gutt 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 Gutt shall each appoint one arbitrator. If either the Fund or Gutt shall fail to appoint an arbitrator within ten (10) days after written request from the other, the party making such request shall be entitled to appoint two (2) arbitrators. The two arbitrators who are appointed 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 all parties.

28. This agreement shall be interpreted in accordance with the laws of the District of Columbia.

29. This agreement constitutes the entire agreement between Gutt 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.

Witnessed:

THE INTERNATIONAL MONETARY FUND

By _____ (Seal)

Camille Gutt (Seal)

Date: May __, 1946.