

Redraft in of course letter style.

DRAFT
RB 4/24/46

AGREEMENT

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

1. The Fund shall ^{appoint} employ Dee as its Managing Director and Dee 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 Dee to resign at any time, his resignation to be effective thirty (30) 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. Dee 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, Dee 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, Dee 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 ^{with} 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.

recognizes that by virtue of his position with the Fund
3. Doe ~~agrees that he shall not communicate to any person~~
~~he will have access to confidential information and that~~
~~other than a Governor, Executive Director, alternate or officer 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~~the Fund any unpublished information known to him by reason of his~~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 *the disclosure of*
~~all matters~~ *such information to persons not officially connected with the Fund.*
~~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 in-
directly, alone or in association, be connected with or concerned or
interested, *directly or indirectly, in*
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. The duties of the Managing Director of the Fund shall be those set forth in the Articles of Agreement of the Fund as supplemented by the bylaws and such rules, regulations, directions and instructions as the Executive Directors may adopt.

6. ~~Dee 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 Dee the salary of \$30,000 per year as full compensation for his services.

8. The Fund agrees to reimburse Dee for any reasonable expenses incurred in the interest of the Fund [provided that Dee 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 Dee and his immediate family and the cost of moving their personal effects once to the seat of the Fund during or immediately before his term of office and in moving once from the seat during or immediately after his term of office, and shall also include reasonable expenses for housing, and for entertainment and for other similar expenditures made on behalf of the Fund.

9. Dee 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 Dee's wife, children, personal servants and such other persons ^{as he habitually} who habitually reside with Dee.

11. In the event that ~~at the expiration of any year during which~~
~~this contract is in effect,~~ ^{notified} Dee shall ^{by the} 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 Dee an additional sum equal to the amount necessary
to permit him to pay all such taxes and retain the full amount of all
sums paid to him under paragraphs (7) and (8). In calculating the
payments to be made under this paragraph, Dee shall be deemed to have
received no income from any other source, except that when Dee is not
employed by the Fund during the full calendar year, tax computations
shall be made on the basis of his income received from the Fund plus any
other income received during that year for personal services at a rate
net exceeding \$30,000 annually net of national income taxes, plus reason-
able reimbursement for expenses. After such computations have been made
the Fund shall pay to Dee that part of the tax which bears the same
proportion to such total tax as the income he receives from the Fund
bears to such total income.

12. Dee 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.

15. Any additional sums which shall be due to Doe pursuant to paragraph 11 above shall be paid by the Fund at such time or times as Doe 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 Doe is required to make payments on the basis of an estimated return, payments made under paragraph 11 shall be adjusted when Doe's payments to the taxing authorities are adjusted.

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 Dee is a citizen as well as the government of the country itself.

14. The salary paid to Dee shall be paid in United States dollars in twenty-four (24) equal installments 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, unless Dee was required to purchase such currency with another, in which case reimbursement shall be made in the currency used by Dee. 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 Dee 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 Dee should become ill during the time that this agreement is in force and such illness, whether mental or physical, shall incapacitate Dee 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, Dee shall be entitled to receive salary at one-half the rate stipulated in paragraph 7 during the continuance of such illness. Upon Dee'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 Dee, pursuant to the terms of the following paragraph, such termination shall be deemed to be a termination without cause and Dee 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 Dee, 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.

19. In the event that Dee shall die or resign his position as Managing Director or that the Executive Directors shall terminate this agreement for cause, Dee 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, plus salary for all unused vacation time, but no additional compensation. Dee or his estate 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.

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 Dee of their intention so to terminate the agreement and shall have given

Dee 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 Dee and it is agreed that their decision as to whether a termination is for cause shall be conclusive.

21. It is agreed that Dee shall be entitled to a vacation of thirty-one (31) normal working days in each calendar year and to the extent that such permitted vacation or any portion thereof is not taken in any calendar year it may be accumulated, but Dee may not accumulate more than sixty-two (62) days of vacation. If Dee 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 employee's group life insurance plan, or any other health or social welfare plan, and as long as Dee 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 Dee 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 Dee shall be by registered mail addressed to him at the head office of the Fund or to such other address as Dee 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 Dee 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 Dee shall each appoint one arbitrator. If either the Fund or Dee 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 Dee.

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

28. This agreement constitutes the entire agreement between Dee 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.