



**MINISTRY OF FOREIGN AFFAIRS
OF DENMARK**
Danida

Staff Regulations

Advisers on Long-term Assignments Seconded by the Ministry of Foreign Affairs to Multilateral Organisations

Part 1 of 2

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INTRODUCTION

“Staff Rules - Advisers on Long-term Assignments, January 2019” part I and II and the related annexes (collective referred to as the “Staff Regulations”) describe the conditions of employment for persons seconded on a contract of not less than 12 months with the Ministry of Foreign Affairs of Denmark/Danida to multilateral organisations either in developing or developed countries. The term ”Danida” is for the purpose of these Staff Regulations synonymous with the Ministry of Foreign Affairs. The term “Host Country” is synonymous with “Duty Station” which means the country and organisation where the adviser will be working.

The Staff Regulations are published in English. The Staff Regulations form an integral part of the contract of employment entered under Danish law between the Ministry and the Adviser.

Advisers are required during the course of the contract to notify the Ministry forthwith in writing of any significant changes in their personal circumstances.

Local conditions and circumstances may necessitate that the Ministry impose a restrictive interpretation on certain provisions in the Staff Regulations, for example in order to maintain acceptable standards of accommodation or in the interests of personal security.

The rules governs contracts entered from 1st January 2019. These rules shall be signed on last page.

1. CONTRACT

A contract of employment shall be signed between the Adviser and the Ministry before the Adviser can take up the post. The duration of the contract is typically between one to two years and is governed by the laws of Denmark, disregarding its rules on conflicts of laws.

The contract of employment is conditional on the acceptance of the services of the Adviser by the designated host organisation at the Duty Station to which the Adviser will be seconded. Should this acceptance not be accorded the contract will be void and cease forthwith. The acceptance may take up to several months. The Contract will not begin, and the adviser may not start working before the approval is obtained. The contract applies exclusively to the post specified in the contract and does not oblige the Ministry to transfer the said contract or any rights pertaining to it to any other post whatsoever. The contract includes a calculation of basic salary and allowances set out the terms of employment. The contract may also for posting to some countries be subject to approved physical and psychological testing

The contract of employment is based on information provided by the Adviser at the time of recruitment. The Adviser has a duty to notify the Ministry of any subsequent changes pertaining to any entitlement due under the contract. This duty includes notifying the Ministry of any benefit receivable by the Adviser's spouse/partner in connection with her/his own personal contract of employment, if any, at the Duty Station, which might duplicate a similar entitlement under the Adviser's contract of employment with the Ministry i.e. free housing, school fee, insurances, travel costs and removal of goods. In such case, the Ministry reserves the right to cancel the entitlement in the Adviser's contract of employment without further notice.

In such case, the Ministry reserves the right to cancel the pertinent allowance or entitlement in the Adviser's contract of employment without further notice.

The Adviser must avoid conflicts of interest in relation to their employment with the Ministry and in their relation to the host organisation and the government in the country to which the Adviser is assigned. Consequently the Adviser may not enter into any other form of paid employment nor pursue any private business interests which may be construed as affecting their impartiality as a Danish funded Adviser. In case of doubt, the Adviser is required to consult the Ministry.

Taxation

All amounts specified in the Staff Regulations and the contract of employment are gross amounts. The tax implications of the employment to the Advisor are of no concern to the Ministry of Foreign Affairs. The Ministry of Foreign Affairs will, however, withhold tax, social contributions etc. and report to the tax authorities if required by law. Pursuant to Danish legislation as defined by Section 33A of the Tax Assessment Act persons liable for tax in Denmark, including Advisers posted abroad for at least six months, may apply for exemption from tax on income earned abroad. All Advisers are personally responsible for clarifying their taxable status and obligations directly with the Danish tax authorities and if applicable with the relevant authority in their country of domicile or permanent residence and their host country of the Duty Station.

It is the sole responsibility of the Adviser to pay all and full applicable pension/social contributions, as required by any law and regulation.

The Adviser is fully responsible for correct and timely payment of all applicable taxes and duties and undertakes to ensure that all tax obligations are duly observed by the Adviser. The Ministry of Foreign Affairs does not offer any exemption from payment of taxes, neither will the Ministry undertake negotiations or communication with tax authorities on behalf of the adviser. The Ministry of Foreign Affairs shall not take any responsibility or liability or obligation whatsoever to reimburse any taxes which may be imposed on the Adviser in connection with any salary or payments made under the contract of employment.

All amounts specified in the Staff Regulations and the contract of employment are gross amounts. The tax implications of the employment to the Adviser are of no concern to the Ministry. The Ministry will, however, withhold tax, social contributions etc. and report to the tax authorities if required by law. Advisers are personally responsible for clarifying their taxable status and obligations directly with the Danish tax authorities and if applicable with the relevant authority in their country of domicile or permanent residence and their host country of the Duty Station.

It is the sole responsibility of the adviser to pay all and full applicable pension/social contributions, as required by any law and regulation.

The Adviser is fully responsible for correct and timely payment of all applicable taxes and duties. In addition the Adviser must also ensure that all tax obligations are duly observed. The Ministry does not offer any exemption from payment of taxes, neither will the Ministry undertake negotiations or communication with tax authorities on behalf of the adviser. The Ministry shall not take any responsibility or liability or obligation whatsoever to reimburse any taxes which may be imposed on the Adviser in connection with any salary or payments made under this contract of employment or the Staff Regulations.

2. BASIC SALARY AND PENSION CONTRIBUTION.

The Adviser is paid a basic salary and an additional pension contribution as detailed below. A full specification of all salary components and allowances to be paid to the Adviser will form an integral part of the contract of employment.

Post classification

The first step in determining the salary to be paid is to classify the post, at one of the following levels:

Senior Adviser (N2)

Senior Adviser (N1)

The post classification is done before any recruitment is initiated, and is based on an assessment of the qualifications required, the extent and complexity of the responsibilities to be undertaken, and the organisational structure in which the Adviser will work. The post classification is therefore an independent process not affected by the qualifications or experience of the Adviser subsequently selected to fill it.

Entry of the Adviser on the Ministry Basic Salary Scale

The Adviser is remunerated in accordance with the basic salary scale for Advisers. This scale is based on the Danish Common Academic Salary Scale and adjusted periodically.

- *Senior advisers (N2)* are graded as special consultants. One grade for the entire duration of the contract.
- *Senior advisers (N1)* are graded as chief consultants. One grade for the entire duration of the contract.

Basic Salary Scale (as of 1st October 2018)

Scale:	Annual salary
Grade	DKK
SR N2	484.715
SR N1	521.732

Pension contribution or allowance

All Advisers are entitled either to a standard pension contribution or to a pension allowance, at the percentage rate set forth in the collective agreement applicable for academics employed by the Danish state (in Danish: Overenskomst for akademikere i staten). The Ministry pays in both cases the employer's share and the employee's share of the contribution, in total currently 17.1 % (2017 level) of the basic salary as defined above.

The Ministry will pay the pension contribution directly into a pension plan in Denmark chosen by the Adviser, provided it leads to a regular lifelong payments from the date of retirement ("livsvarig rate pension") and includes disablement payment to the Adviser. Pension plans in Denmark are

subject to the approval of the Agency for the Modernisation of Public Administration, which also decides on any application to cash in the pension plan before it matures.

The tax treatment of the Adviser's pension scheme is the sole responsibility of the Adviser. The Ministry is not liable for any adverse consequences, including tax consequences, of pension arrangements made by the Adviser.

The Ministry of Foreign Affairs strongly encourages the Adviser to obtain professional advice prior to making pension arrangements.

By accepting employment under these Staff Regulations the Adviser acknowledges and accepts that the Ministry of Foreign Affairs has no obligations towards the Adviser and his/her next of kin in relation to old-age pension, sickness or disability benefits etc. unless otherwise explicitly set forth in the Staff Regulations.

Payment of salary

Entitlement

The Adviser is entitled to salary from the date on which the contract begins and until the last day of the contract. Initial and final travel must be carried out using the most economically and most direct route possible, and diversions or prolongation of the journey for personal convenience does not entitle to pay or benefits for the extra time incurred.

No regulation of the salary will take place if the exchange rate between DKK and the currency at the Duty station changes.

Disbursement

Salary is transferred monthly in arrears.

If the Adviser is a Danish national, the payment will automatically be disbursed into the NEM-ID-account. If the Adviser is non-Danish citizen, the salary disbursement will be made into the Adviser's bank account of choice. For foreign transfers a small transfer fee might occur which will be deducted from the Adviser's pay.

Any further transfer of funds from the said account is the sole responsibility of the Adviser and the Ministry of Foreign Affairs cannot assist in nor pay for such services.

Initial advance

The Adviser may request the Ministry of Foreign Affairs for a salary advance once the contract has been signed. One advance of DKK 100,000 may be granted for purchase and transportation of a car or other establishment expenses such as rent deposit to set up home at the Duty Station. No additional advances will be offered.

The advance will be deducted from the Adviser's salary in 18 monthly instalments. Should the contract be terminated by either party before the advance has been fully repaid, the Ministry will deduct any outstanding balance from final payments due to the Adviser, including any bonus.

3. ALLOWANCES AND OTHER BENEFITS

Adviser allowance

An Adviser allowance of DKK 78.902,94 annually (October 2018 level) is paid to all Advisers, in recognition of their expected substantial work experience.

Personal allowance

An additional fixed personal allowance of DKK 52.458,63 (October 2018 level) is paid annually to all Advisers, due to substantial work load.

OTHER STANDARD BENEFITS:

Free of charge household removals

The free removal must be arranged through Alfa Quality Moving (at present the contract holder with the Ministry). The Ministry will cover the cost of household removals in the volume specified below from the Adviser's primary place of residence at the time of application to the Duty Station on taking up a post, and back to the primary place of residence as stated by the Adviser at the time of employment.

Removal of household back to domicile should however be done before 4 months after the end of contract.

Removal costs will be paid for relocation from one Duty Station to another under a new contract of employment by the Ministry.

A representative of Alfa Quality Moving will contact the Adviser before the move is to take place to arrange the practical details, and to advise on any supplementary freight the Adviser might intend to move at her/his own expense.

Storage expenses will not be refunded.

On taking up the post, the Ministry will cover the costs of door-to-door shipment by surface freight of household removals goods and effects. For an Adviser with dependents within a limit of 50 cubic meters (cbm) if the family members are taking up permanent residence for at least 6 months at the Duty Station. For an Adviser with no dependents the removal limit is 25 cubic meters (cbm). A smaller volume than 30 or 15 cubic meters may not be converted into air freight unless air transport proves to be cheaper than air freight.

On relocation back to the primary place of residence at the time of application or to a new recruitment, the Ministry will cover similar costs at the Ministry's expense.

Should furnished accommodation be provided, the normal entitlement to refund of household removal allowance will be reduced by 50%. In exceptional cases where reliable surface freight is not possible, airfreight may be authorized.

If a couple are both posted to the same Duty Station on separate contracts as Adviser, Embassy posted staff member, international organization, NGO, other bilateral donors or private company employee, any removal allowance payable by such employer as contribution to the family removal should be disclosed to the Ministry. The Ministry will only cover the removal costs to which the family would have been entitled under the Ministry contract less the amount of any such parallel contribution or allowance to avoid duplication of benefits.

If the Adviser moves from one Ministry posting to another, entitlement to household removals shall be determined in advance in consultation with the Ministry.

Advisers with permanent residence in the country of service are not entitled to household removals.

The entitlement to household removal arranged by Alfa Quality Moving A/S may under no circumstances be converted to a cash payment in lieu of removals or to a refund the cost of removals arranged independently by the Adviser through another removing company. Moreover, the entitlement to household removal may be forfeited if the employment is terminated due to the Adviser's breach of contract or if the Adviser terminates the contract more than 50% before agreed date of termination.

Free housing

The Adviser will rent suitable accommodation directly on the private market within an estimated average price range and may be subject to Embassy/hosting organisation endorsement of the standard and the security aspects of the intended residence.

The Adviser will enter a rental agreement directly with the owner of the property or the legal agent, to whom the rent shall be paid directly by the Adviser. The Adviser will be fully responsible towards the landlord and the Ministry cannot be held responsible for any claims vis-à-vis the Adviser and the landlord. Once lease agreement has been signed a scanned copy must be submitted to the Ministry. Only the actual monthly rent and only up to the average price range set by the Ministry will be covered and included in the monthly salary.

No rental allowance is payable to an Adviser who occupies accommodation at the Duty Station owned by the Adviser or by her/his immediate family members. Failure to disclose such ownership will render the Adviser liable to refund any housing allowance already paid out, and to legal consequences.

House Operating Allowance

The Adviser will be required to settle invoices covering household running costs at the Duty Station, i.e. supply of gas, water and electricity, garbage disposal, and guards or security services, directly to the supplier or via the landlord. Internet cost is not reimbursed. The expenses, duly documented, will be refunded upon request by the Ministry every 6 months. The invoices must be forwarded to mail address Danidaadvisers@um.dk. However, only running costs up to the average price range set by the Ministry will be refunded. It is the responsibility of the Adviser to make sure that the expenses have been settled before departing from the Duty Station.

Temporary Accommodation

The Adviser will be entitled to claim refund from the Ministry of the cost of temporary accommodation for a period up to four weeks while looking for permanent rental housing. The Embassy at the Duty Station or the organisation in countries with no Danish representation will advise on a reasonable accommodation rate at a hotel or for a service flat. Per diems do not apply during the time of temporary accommodation.

4. REIMBURSEMENTS

(See Annex 2)

TRAVEL COSTS:

Travel on taking up a post and on leaving it at the end of the contract.

The Ministry covers personal travel costs from the primary place of residence at the time of application to the Duty Station on taking up a post, and back to the primary place of residence as stated by the Adviser when leaving the post. The Ministry will not cover the cost of extra baggage or transport of pets. Costs are paid to the Adviser, the spouse/partner and their dependent children under 21 who take up permanent residence with the Adviser at the Duty Station. If an accompanying child turns 21 during the term of service, the Ministry will nevertheless cover the expenses for the child's return journey to the place of permanent residence or - if the Adviser is transferred to another post - the child's journey to the new country of service.

If a contract is extended, the Advisers' right to travel cost for relocation will be postponed til the end of the extension period.

Tickets must be booked with Carlson Wagonlit, who at present is the contract holder with the Ministry for duty travel. UM.dk@contactcwt.com

Advisers with residence in the country of service at the time of application are not entitled to travel costs.

Duty travel

In-country travel on official business outside the Duty Station should be agreed in advance between the Adviser and her/his host organisation, and will normally be refunded from the multilateral organisation. The Adviser will at all times follow the travel guidelines and security instructions of the hosting organisation.

Use of vehicles

Vehicles financed by the multilateral organisation may only be used on official business and not for private transport. Violation of this rule is considered breach of contract.

Compassionate leave travel

Upon application to the Europæiske A/S insurance company, an Adviser or her/his spouse may receive refund for travel costs for compassionate leave travel necessitated by serious illness or death in the immediate family, i.e. spouse, children and parents. In deciding on such cases, the Embassy will consider whether the purpose of the requested compassionate leave could be served by granting leave in extension of reimbursable duty travel already imminent or planned.

Compassionate leave travel support will only be given once in connection with any given family member to be visited.

EDUCATION COSTS:

The Ministry refunds fees in connection with children's school attendance starting with reception class up to and including grade 9 until finalized upper secondary education ("ungdomsuddannelse") but not beyond the month in which the child turns 21 years of age. No other fees are eligible for refund. Please refer to Annex 3.

For accompanying children expected to continue a higher education upon return to Denmark it is recommended to contact the Danish Agency for Science and Higher Education ("Styrelsen for Forskning og Uddannelse") regarding possible admission restrictions on upper secondary education completed abroad.

School fees in the country of service Should the child attend school in the country of service fees for admission, tuition and other obligatory school charges will be refunded. This includes the cost of a bus service provided by the school. The choice of school in the country of service must be approved by the Embassy.

Other expenses (such as expenses for school meals, school camp, summer camp, after-school care, field trips, study trips etc.) will not be refunded – even when considered mandatory by the school.

Please note that accompanying children of Advisers posted to industrialized countries such as but not limited to USA, Switzerland, UK, the Netherlands, Austria, France, Italy, Belgium are expected to attend local public schools. Private school attendance will not be covered by the Ministry.

Kindergarten fees from the age of 2 years will be refunded

School attendance outside the country of service

If both parents have taken up residence at the Duty Station and the child instead of accompanying them attends a boarding school in the home country or in a country neighbouring on the country of service, documented expenses for board and lodging for the child will be refunded according to the rates in Annex 2.1.

If a child remains with the spouse in the home country, school fees and other expenses for board and lodging will not be reimbursable.

Language and other additional tuition

Subject to prior agreement with the Ministry costs (see Annex 3) can be refunded towards expenses for necessary extra tuition in languages that will make it possible for the child to attend school after arrival in the country of service. This will not be paid when returning from posting.

5. WORKING HOURS

Working hours will correspond to usual working hours in the organisation, normally 40 hours per week. Overtime will not be paid for by the Ministry nor is the Adviser entitled to convert overtime to extra time off.

6. ANNUAL PAID LEAVE

Advisers accrue entitlement to paid leave in accordance with the provisions of the Danish Leave Act (in Danish: Ferieloven).

Advisers seconded to the World Bank under the Global Secondment Programme follow the Bank's Annual Leave Policy.

Leave must be planned with due regard to the interests of the Ministry, the organisation and the specific circumstances and requirements pertaining to the Adviser's assignment. Leave must be pre-approved by the organisation. However, at the end of each leave year a list of days taken the respective year must be forwarded to the Ministry.

Upon termination of the contract period, leave allowance for accrued but untaken leave will be settled in accordance with the provisions of the Danish Leave Act; either by payment into the Danish Leave Fund (in Danish: *Feriekonto*) or by payment directly to the Adviser (non Danish nationals).

For further information regarding FerieKonto, incl. procedures related to the disbursement to the adviser of the leave allowance accrued, you may refer to: www.feriekonto.dk

Leave taking during a contract term is subject to agreement with the organisation and the Ministry. No subsidy is payable for vacation travel to Denmark or the Adviser's home country.

In addition to leave pursuant to the Danish Leave Act, the Adviser accrues entitlement to two additional weeks' paid leave per year i.e. 7 weeks in total. Entitlement to the additional holiday is accrued in accordance with the principles of the Danish Leave Act. Leave pursuant to the Danish Leave Act must be taken before additional leave.

Upon termination of the contract of employment all entitlement to additional leave lapses without compensation being payable to the Adviser. This applies irrespective of the reason for the termination.

A maximum of 2 weeks paid annual leave may be requested carried forward to the following leave year.

7. MATERNITY/PATERNITY LEAVE

The Adviser is required to notify the Ministry of pregnancy or intended adoption no later than 3 months prior to the expected date of birth or the date on which the adopted child is to be received into the Adviser's household.

The Adviser is entitled to pregnancy, maternity, paternity, parental and adoption leave in accordance with the statutory rules in force in Denmark from time to time.

A female adviser is entitled to full payment 6 weeks before birth and 14 weeks after birth.

8. PREPARATION FOR SERVICE IN A DEVELOPING COUNTRY

Prior to posting

Advisers are required to complete the Danida Anti-corruption course before departure.

<http://um.dk/en/about-us/e-learning/anti-corruption/>

Depending on the duty station, the Ministry will send the Adviser the obligatory courses that must be completed before taking up the post. It could include a safety and first aid course as well as the basic security and travel safety course. The latter courses are e-learning courses. In some countries the Advisers may also have to attend “HEAT” training (Hostile Environment Awareness Training), Conduct after Capture (CAC) courses and/or a psychological assessment.

For certain positions in areas with poor health facilities, the Advisers are strongly advised to be examined by a medical doctor in order to be assessed whether he/she is fit for the working under the said conditions at the Duty Station.

9. INTERNAL REPORTING

(See Annex 5)

On arrival in the country of service the Adviser will be given an *introduction* by the organisation regarding both the work to be performed and also practical and special conditions in the country of service.

Prior to final departure from the country of service a final report should be submitted to the Ministry. If required a *debriefing* might be arranged with the Embassy or when returned to Denmark with the relevant office in the Ministry.

10. PERFORMANCE DIALOGUE WITH THE MULTILATERAL ORGANISATION

(See Annex 4)

For practical and legal reasons, the Contract of Employment is entered between the Adviser as employee, and the Ministry as employer. The services performed by the Adviser will normally, be delivered to a third party, i.e. the host organisation, and the success of the assignment will thus be dependent on close cooperation and dialogue between all three parties. To facilitate and maintain such dialogue the Ministry has developed a performance dialogue tool, which is further described in annex 5.

The tool is designed to help the three cooperation partners review a number of key factors, such as the continued relevance of the job description, the intended work plan for the Adviser, and the actual institutional context in which the Adviser is working. The performance dialogue also gives

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the Adviser feedback on her/his perceived performance and provides a structured basis for mutual agreement on adjustment or alignments, which might contribute to optimise outcomes. The performance dialogue tool should not, however, be used as a means to resolve actual conflicts.

The performance dialogue meeting should normally be held 6 months after the Adviser has taken up her/his duties, and repeated at 12 monthly intervals during the remaining contract period. A final meeting should be held shortly before the end of the contract period.

The above is not mandatory but optional. The organisation's Performance Appraisal system might be used instead.

11. THE ADVISER'S RIGHTS AND OBLIGATIONS

IN RELATION TO THE HOST COUNTRY OF SERVICE:

Denmark has entered Memo of Agreements/Understanding with the respective multilateral organisation to which the Advisers are seconded. Such agreements contain a section on the rights and privileges, obligations and legal status of the Adviser in the organisation. Specific programme and project agreements may also contain a section pertaining to seconded Advisers. The Ministry should always be consulted on specific conditions applying in the organization.

Advisers and members of their families shall without exception refrain from participation in political activity or manifestation in the country of service.

Non-discrimination. The Adviser will not discriminate in respect of gender, colour of skin, religion, culture, education, social status, ethnic belonging or national origin or any other status.

The Ministry has zero tolerance to sexual exploitation and abuse.

Sexual exploitation means any actual or attempted abuse of a position of vulnerability, power differential, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation on another; while sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Advisers are prohibited from committing any acts of sexual exploitation and abuse.

IN RELATION TO INTERNATIONAL CONVENTIONS AND ETHICAL STANDARDS:

Import of and trade in endangered species

Denmark is a signatory to the Washington Convention of 3 March 1973 on international trade in endangered species. Import or trade in endangered species is illegal and will constitute a gross breach of the contract of employment.

Respect for Human Rights

Advisers shall in all respect both professional and private exhibit exhibit a scrupulous respect for and observance of Human Rights. Should an Adviser be in doubt as to whether a work assignment is compatible with the above provisions, the Adviser shall refuse to participate and immediately consult the Ministry.

IN RELATION TO THE MINISTRY:

Avoidance of conflict of interest

Advisers may not enter into any other paid employment or pursue private business interests during the contract period without the prior written consent of the Ministry. The same applies to other activities taking up significant part of the Adviser's working capacity or which can adversely affect the reputation of the Adviser or the Ministry. This rule is designed to prevent conflict of interest and to ensure transparency.

The Adviser's authority in contractual matters

Advisers may not enter into binding legal agreements on behalf of the Ministry without prior written authorization from the Ministry. Rental agreements may, however, be entered on a personal basis in the exceptional circumstances described elsewhere in the Regulations.

Confidentiality

Advisers shall observe confidentiality with regard to information respecting their service that has been designated as confidential by law or other valid provision, by the legitimate owners, or if disclosure would cause significant damage to public or private interests. This duty of confidentiality continues to apply after the termination of the contract of employment.

Return of official documents and materials

Files, documents, books and other official materials placed in the Adviser's custody in connection with the performance of her/his duties shall be returned to the original owner at the end of the contract unless otherwise agreed with the Ministry.

Code of Conduct

Excepting small souvenirs of token value, no form of gifts, goods or services, or payments may be given or received by Danida Advisers to facilitate, or in connection with, the performance of their duties. Such transactions may lead to allegations of illegal or corrupt conduct. Advisers are required to familiarise themselves with and to strictly observe the current code of conduct or policy guidelines on corruption adopted by the Ministry of Foreign Affairs and the multilateral organisation. The guidelines of the Ministry are available on the Ministry's website. Allegations of illegal or corrupt conduct may necessitate a suspension of the contract of employment pending investigation. Proven cases will be regarded as gross breach of the contract of employment and result in dismissal and possible legal proceedings. See attachment to the contract and link: <http://um.dk/en/about-us/economy-and-results/anti-corruptions-policy/>.

Non-discrimination. The Adviser will not discriminate in respect of gender, colour of skin, religion, culture, education, social status, ethnic belonging or national origin or any other status.

The Ministry has zero tolerance to sexual exploitation and abuse.

Sexual exploitation means any actual or attempted abuse of a position of vulnerability, power differential, or trust, for sexual purposes, including, but not limited to, profiting monetarily,

socially or politically from the sexual exploitation on another; while sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Advisers are prohibited from committing any acts of sexual exploitation and abuse.

Drafting of Last Will Declaration

The Ministry of Foreign Affairs calls for the adviser to draft a Last Will statement. The declaration is stored on its own initiative.

Proof of life

When assigned to countries with hostile environment it is recommended to issue a Proof of Life document before posting. This is kept confidential at the Ministry of Foreign Affairs. The purpose is to confirm the identity of the sender, in case of kidnapping. A new Proof of Life document must be filled in if the information changes during posting.

Data protection Policy

The Ministry's data protection policy can be found here. <http://um.dk/en/about-us/organisation/contact-information/the-ministry-of-foreign-affairs-of-denmark-personal-data-policy/the-ministry-of-foreign-affairs-of-denmarks-privacy-policy-for-subscribers-to>

And

<http://intranet/Redskaber/GDPR/Sider/Politik-og-retningslinjer.aspx>

Please also find enclosed Declaration of consent to be signed by the Adviser.

IN RELATION TO THE ORGANISATION

The rules, regulations and guidelines of the organisation will be submitted directly from the organisation once the agreement is signed between the Ministry and the organisation and must be adhered to at all times.

12. HEALTH CONSULTATIONS

(See Annex 5)

Prior to posting

Prior to posting (do not apply to postings in Europe, North America etc.), the Adviser and accompanying family members should be vaccinated against various tropical diseases (the expenses will be refunded by Europæiske A/S). Vaccination certificate for yellow fever is required in connection with travel to and from a number of developing countries.

Advisers may consult the Department of Infectious Diseases, dep. M, at Copenhagen University Hospital (Rigshospitalet) in person prior to posting, including briefing on specific health risks in the country of service.

During and after posting

While stationed abroad, Advisers may contact the Department of Infectious Diseases, dep. M, at Copenhagen University Hospital concerning health matters. While in Denmark and for up to six months after completed service in a developing country, Advisers and their families may undergo an examination for tropical diseases at Copenhagen University Hospital or one of the other hospitals mentioned in Annex 5 at the Ministry's expense. If this involves travel, Europæiske A/S may, subject to prior agreement, authorise referral to a local specialist in tropical diseases.

As an assessment of the nature and extent of the risk of disease in a geographical area will always contain a degree of uncertainty, it cannot be guaranteed that there will be full concurrence in the advice given when contacting different sources of medical opinion. The Ministry's cooperation agreement with Copenhagen University Hospital ensures Advisers access to the most reliable and updated information available.

13. INSURANCE COVERAGE

(See separately attached insurance guidelines)

The Ministry of Foreign Affairs ensures adequate group cover for Adviser and accompanying family members stationed abroad, including:

- a. Baggage
- b. Health problems (except for routine dental care) and home transportation
- c. Orthodontics (straightening of irregular teeth) for children under 18
- d. Emergency
- e. Accident
- f. Group life (only death cover)
- g. Transportation of private/household effects (transport of cars, boats, and pets are not included)

The insurance does not cover diseases or injuries, which existed or have occurred prior to inception of the insurance.

The coverage provided by the Ministry does not apply during periods of unpaid leave.

No other insurances are covered by the Ministry.

The Adviser is urged to ensure to have other insurances e.g. proper third party liability insurance, disability, car insurance, and home insurance.

In part 2, annex 8 the details on insurances can be found.

<https://www.europaeiske.dk/um/rejseforsikring/forsikringsbetingelser>

The Adviser is obliged to inform the ministry via DANIDAadvisers@um.dk if the spouse/partner leaves the country of duty to take up residency in another country, as the insurance will only cover the spouse when he/she is in the Country of the Duty station.

Emergency assistance

If you need emergency assistance in connection with serious illness or injury, visit the local doctor or local emergency room to get a medical evaluation.

Examples of emergency assistance:

Hospitalization, serious illness or accident, need of transportation by sea or air, need of reference to a doctor or hospital.

Europæiske ERV
+45 70 21 29 90
erhverv-skade@erv.dk
www.erv.dk/um
Europæiske ERV Alarm (24 hrs):
+45 70 10 90 30

Non-emergency assistance

If you need non-emergency assistance you can contact Europæiske ERV in Denmark

Europæiske ERV
+45 70 21 29 90
erhverv-skade@erv.dk
www.erv.dk/um

14. EMERGENCIES AND CONSULAR PROTECTION

The Advisers will on arrival at the Duty Station be briefed on contingency plans and standard operational procedures made by the organisation to ensure best possible protection in the event of an emergency or similar dangerous situations. The Advisor should also contact and register at the Embassy in the country of service. The question of Duty of Care for the Adviser and members of his/her family is decided on a case by case basis and pending the agreement between the host organisation and the Ministry. The Adviser will be informed accordingly before arrival at the Duty Station.

Advisers or members of their household should before departing for or upon arrival at the Duty Station register on the Danes Abroad List: <http://um.dk/da/rejse-og-ophold/rejse-til-udlandet/danskerliste> to ensure that they have adequate consular protection in an emergency or similar situation. When departing from the Duty Station at the end of contract remember to unregister.

15. DISPUTES

Any disputes between the Ministry and the Adviser concerning the interpretation or implementation of the contract of employment may be brought before the ordinary court in Copenhagen, Denmark (Københavns Byret) and will be settled according to Danish law.

Date _____ Signature _____