Unit responsible: MUS

Date: March 2021





# STAFF RULES and GENERAL INFORMATION for ADVISERS ON SHORT-TERM ASSIGNMENT

Ministry of Foreign Affairs

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#### **PREFACE**

"Staff Rules – for Advisers on Short-term Assignments" and the related annexes (collective referred to as the "Staff Regulations") describe the conditions of employment for persons posted by the Ministry of Foreign Affairs of Denmark (MFA)/Danida on contracts of not exceeding 18 months duration as Advisers primary in developing countries. The assignment shall be a consecutive period. This regulation also applies for postings in Europa, South Korea and USA however with a few modifications. The term "Danida", the Ministry and the Embassy 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 where the Adviser will be working.

The Staff Regulations form an integral part of the contract of employment entered between the Ministry and the Adviser.

Local conditions and circumstances may necessitate changes in the agreed upon terms and conditions for the mission; for instance, changes in the security situation may not allow that the Adviser stay at the duty station. Should the Adviser not accept such changes, the Adviser may choose to terminate the contract in accordance with the rules for termination of contract.

This present version of "Staff Regulations - Advisers on Short-term Assignments" applies to all posts entered from 1 March 2021. These rules shall be signed on last page as a proof that these regulations part I have been read and accepted.

#### CHAPTER I

#### REMUNERATION AND TERMS OF EMPLOYMENT

# Section 1 The Staff Rules' Sphere of Application

The provisions of these Staff Rules apply to Advisers employed and paid by the Ministry of Foreign Affairs.

A contract of employment shall be entered into between the Adviser and the Ministry before the Adviser may take up the post.

The contract of employment may be conditional on the acceptance of the services of the Adviser by the designated host organisation at the Duty Station and necessary visa. Should this acceptance or visa 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 may also for posting to some countries be subject to approved physical and psychological testing.

The job of an Adviser is demanding both physically and mentally, due to the climate, security situation and high demands. Therefore, Advisers must for certain positions be **medically cleared** before deployment. To do so, Advisers must submit at his/her own cost a certificate of health from the Adviser's own doctor prior to being contracted.

For certain positions, it is mandatory to conduct a psychological screening in preparation for the deployment. The screening is performed by an external psychologist who is affiliated with the Ministry of Foreign Affairs. The purpose is to protect the person, so that he or she receives an external assessment of which factors in the background and current life situation affect the posted person's mental robustness.

If a contract may be renewed for certain positions, a renewed psychological screening is required. It is a requirement for assignment to a post and extension that the psychologist can recommend that the person in question be assigned to the given post. The contract is thus conditional on a recommendation from the external psychologist.

The Ministry reserves the right to discontinue the employment contract with the Adviser if it is assessed that the physical or mental health of the Adviser does not sustain a continued engagement in the country of deployment.

# Section 2 Terms of Employment

Before assignment commences, the Advisers enter into a contract of employment with the Ministry of Foreign Affairs stipulating their remuneration and terms of employment. Where nothing else is stipulated in the contract, this present document applies.

Any dispute arising out of or in connection with the Adviser's employment, including any disputes regarding the existence, validity or termination of the employment contract or these Staff Rules, shall be settled by the City Court of Copenhagen in Denmark (in Danish: Københavns Byret) in the first instance.

#### Section 3 Remuneration

- 1. The Ministry of Foreign Affairs determines the remuneration.

  The remuneration is payable monthly and in arrears and will be remitted to an account in a bank, savings bank or similar financial institution designated by the Adviser.
  - Unless otherwise agreed between the Ministry (MUS) and the Embassy, the remuneration is to be calculated from the date on which the Adviser takes up work in the country of assignment, until the assignment has ended. This employment is not covered by Common agreement for academics in Denmark. The salary will be regulated once a year.
- 2. Sickness compensation is granted in accordance with the principles of the Danish Salaried Employees' Act (in Danish: *Funktionærloven*).
- 3. For contracts of less than 1 month's duration, the remuneration is to be paid out at the end of the contract and not until travel accounts, including summary of hours/days, have been received by the Ministry of Foreign Affairs for the full contract period. The summary of hours/days must include a list of the total number of working hours/days. Please note that the total number of working hours/days must not exceed the number mentioned in the contract, unless specific written approval by the Embassy/team leader exists.
- 4. Working hours correspond to normal working hours in Denmark, i.e. 37 hours per week, 7.4 hours per day. No remuneration for overtime is payable. Advisers must, with regard to the organisation of work, the holding of days off, etc. follow the rules applicable to the receiving organisation.

#### **Section 4 Taxation**

All amounts specified in the Staff Regulations and the contract of employment are gross amounts. All Advisers should examine whether they are liable to pay tax to Denmark. The tax implications of the employment to the Adviser 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, all 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 with the relevant authority in their country of domicile or permanent residence and the 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. The adviser shall where required fill in annual statements to tax authorities in Denmark, the advisers' home country and or country at Duty station.

# Section 5 Daily Subsistence Allowance (per diem), hotel accommodation and reimbursement of expenses for duty travel only

- 1. During an assignment **for less than 6 months**, an Adviser is entitled to a daily subsistence allowance in accordance with the regulations issued by the Danish Ministry of Finance (in Danish: "*Tjenesterejseaftalen cirkulære nr. 12212 af 30th June 2000*") with the following modifications: The daily subsistence allowance is calculated for each hour commenced with 1/24 of the allowance rate for the relevant country. The daily subsistence allowance covers the entire duration of travel (outward travel, stay, return travel) calculated from the place of home residence. **For contracts of 6 months or more** in duration, subsistence allowance is not provided (neither in the first 6 months). The usual daily allowance, however, will be provided in connection with duty travel within the country of assignment. Should the Adviser be entitled to a per diem allowance from another party during the period of the contract, the subsistence allowance from the Ministry of Foreign Affairs shall lapse.
- 2. If the Adviser receives daily subsistence allowances (see section 5.1) and is accommodated in a hotel and full board is included in the price, and the Adviser thus does not incur expenses

for meals, the daily subsistence allowance will be reduced by 75%. If only some meals are provided, the allowance will be reduced accordingly, breakfast being calculated at 15%, lunch at 30% and dinner at 30% of the allowance. These reductions also apply to international flights serving meals.

3. a) Duly documented accommodation during duty travel expenses will be reimbursed by the Ministry of Foreign Affairs pursuant to the tenancy agreement in accordance with rates fixed by the government in circular 9225 of 23. April 2020. Luxury or high-class hotels are not to be used. Running costs (electricity, internet, water, heating etc.) will not be reimbursed.

If the Adviser person or his/her spouse receives allowances for accommodation, travel expenses or other expenses from an international organisation, private company, embassy or other institution, the corresponding allowances from Danida will lapse.

b) Documented transport expenses in connection with local duty travel (air, rail, etc.) as well as documented expenses for accommodation will also be reimbursed, while all other expenses are assumed to be covered by the daily subsistence allowance or salary.

Expenses for transport by taxi are reimbursable against due documentation and only when warranted by special professional circumstances. These circumstances must be stated in the travel accounts and approved by the Embassy/MUS beforehand. (cf. also section 9.1 concerning Outward and Return Travel).

Expenses for local transport at the Duty Station are not refundable and are assumed to be covered by the daily subsistence allowance or salary. Expenses for car rental are to be refunded only to the extent they are incurred in connection with duty travel outside the Duty Station or pre-approved due to special circumstances.

- c) Expenses incurred in connection with the use of telephone, internet etc. from abroad, are only reimbursable when warranted by professional circumstances. These circumstances must be stated in the travel accounts.
- 4. As per arrangement with the Ministry of Foreign Affairs, an Adviser may receive an advance on the travel allowance corresponding to estimated hotel expenses and daily subsistence allowance during the contract period, but only for a maximum of 2 months. The advance received must be stated in the travel accounts.
- 5. Upon termination of an assignment, Advisers are required to submit their travel accounts to the Ministry of Foreign Affairs. For contracts of a duration of more than one month, travel accounts may be submitted to the Ministry of Foreign Affairs for reimbursement at the end of each month (for contracts with several missions under one contract, travel accounts are submitted upon termination of each mission). Travel accounts to be submitted using the excel document "Salary, Per Diems and Travel Expenses Claim Form" attached to the

contract. All expenses to be documented by original receipts describing type of expense, date, amount and voucher number.

Expenses will be reimbursed in accordance with the average selling rate of Danish banks for the respective country's currency in the month in which the expenses were defrayed, or the latest available rate. Any exchange rates applied that differ from this must be duly documented.

6. Daily subsistence allowance and reimbursement of hotel or accommodation expenses during duty travel will also be payable for Sundays and local holidays falling within the assignment period but not during maternity leave or other absence (apart from absence due to sickness) from the assignment or Duty Station.

Where such days are spent outside the country of assignment, the maximum daily subsistence allowance and reimbursement of hotel expenses will correspond to the rates applicable at the Duty Station.

- 7. Entertainment expenses, bank fees, and parking tickets will not be reimbursed.
- 8. Travel expenses for transport in Denmark in connection with participation in mandatory psychologist screening can be reimbursed upon submission of original receipts.
- 9. In connection with any briefing and debriefing meetings, documented travel expenses are reimbursed with the cheapest means of public transport, or travel allowance is paid in accordance with the rules of the Ministry of Finance.
- 10. The Ministry of Foreign Affairs does not pay expenses in connection with the expatriate's spouse and children's travel or other expenses.
- 11. The posted staff must submit a claim form with the travel account to the Ministry of Foreign Affairs no later than two weeks after the end of a trip. Account formats for use hereof are sent before departure and can also be requested from the Ministry of Foreign Affairs.

#### Section 6 Vacation

Advisers are not covered by the Danish Holiday Act (in Danish: Ferieloven) despite section 2. However, the Adviser's salary has been fixed under the premise that it includes all entitlements and supplements under the Danish Holiday Act.

Advisers must plan holiday with due regard to the interests of the organisation where the Adviser is working and the specific circumstances and requirements pertaining to the Adviser's assignment. Holiday must follow the procedures in the organizations and be pre-approved by

the organisation. However, at the end of each holiday year a list of days taken the respective year must be forwarded to the Ministry.

No subsidy is payable for vacation travel to Denmark or the Adviser's home country.

The Adviser will earn 2,08 annual holidays per month equal to five weeks of annual paid holiday per year. The holiday is earned concurrently and allows the Adviser to take paid holiday in the same year as the holiday is accrued.

Advisers shall monthly during the contract period, report to the Ministry of Foreign Affairs if holidays have been taken and in case the number of holidays to be taken or already taken. A declaration should be countersigned by the embassy or the partner at the Duty Station. Taking of holidays during a contract term is subject to agreement with the Embassy in the country of assignment or the organisation where the Adviser is seconded to. No subsidy is payable for vacation travel to Denmark or the Adviser's home country.

For advisers employed on time based contracts, 11,11% of the salary will be deducted from the salary and paid into holiday account. These advisers will not as mentioned above earn 2,08 days' leave with payment pr month and they will have their salary reduced for the days where leave has been taken.

#### Section 7 Pension

For advisers employed up to 6 months or on time based contracts or non Danish citizens, pension contributions are included in the remuneration.

The Adviser will decide on their own the placement and use of the pension contributions.

For full-time contracts of more than 6 months, 14,6% will be deducted from the salary and paid as pension contribution to a pension plan. 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 Danish Employee and Competence Agency who also decides on any application to cash in the pension plan before it matures.

The Adviser's choice of pension scheme (if any) and the tax treatment hereof is the sole responsibility af the Adviser and the Ministry of Foreign Affairs is not liable for any consequences, including tax consequences, of pension arrangements made by the Adviser.

By accepting employment under these Staff Rules, 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 relating to old-age pension, sickness or disability benefits etc.

# Section 8 Leave in relation the pregnancy and birth

The Advisers are required to notify the Embassy or 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.

In total a female Adviser is entitled to 6 + 14 + 32 weeks of leave, out of which 6 + 14 weeks are fully paid by the Ministry. A male Adviser is entitled to 4 + 32 weeks of leave in total, out of which 8 weeks are fully paid by the Ministry.

#### Section 9 Outward and Return Travel

- 1. The Ministry of Foreign Affairs defrays travel expenses for the Adviser between his or her home residence and the Duty Station at the commencement of service. Transport to and from an airport in the home country must take place by public transport unless special circumstances warrant otherwise. In such case, this must be agreed with the Ministry of Foreign Affairs before departure. Where any other means of transport is used (own car or taxi), the maximum amount refundable must correspond to the expenses incurred for travel by the cheapest public transport or the travel allowance calculated in accordance with the regulations issued by the Danish Ministry of Finance.
- 2. If the Adviser's period of service is terminated at his/ her own request prior to the agreed expiry date, or if he/she is dismissed due to breach of contract prior to the date agreed for completion of service, the Ministry of Foreign Affairs decides, depending on the circumstances, to withhold entirely or partially the agreed provisions, including reimbursement of costs incurred for return travel

Unless otherwise agreed, all air tickets and reservations are to be arranged through the Ministry of Foreign Affairs' travel agency, Carlson Wagonlit Travel Agency, UM.dk@contactcwt.com

Phone requests to be made during business hours (DK-time). A fee applies for phone requests outside the travel agency's opening hours and is payable by the Adviser except in case of emergency.

Advisers' air travel must take place in economy class.

The fact that an Adviser may have the opportunity to make use of cheap fares (charter flights etc.) does not mean that the amount saved can be paid out or used for any other purpose, for instance extra travel. The Ministry of Foreign Affairs will not undertake to pay

the cost of an air ticket that an Adviser may not want to utilise. Nor will the Ministry of Foreign Affairs undertake to pay the cost of the air ticket for the Adviser to purchase the ticket by his or her own arrangement.

The Adviser is obliged to submit the used ticket and boarding card to the Ministry of Foreign Affairs together with the travel accounts.

3. Reimbursement of expenses for hotel accommodation (but not including meals, laundry, etc.) against receipts.

# Section 10 Baggage

- 1. For assignments with duration of one to three months, the Ministry of Foreign Affairs will pay expenses, against receipts, for up to a total of 30 kg baggage, including the Airlines' allowance each way. For assignments over 3 months' duration, reimbursement will be made for up to a total of 50 kg baggage each way, including the airlines' allowance
- 2. Reimbursement, against receipts, of transport expenses in connection with necessary equipment for the assignment can be agreed upon with the Ministry of Foreign Affairs.

#### Section 11 Insurance

1. The Ministry of Foreign Affairs has taken out following insurances with Forenede Gruppeliv (life insurance), Europæiske A/S, and Sedgwick (info@slhdk.dk) for the benefit of the Advisers assigned by the Ministry of Foreign Affairs.

The insurances include:

- I Baggage Insurance
- II Sickness and Home Transport Insurance (excluding regular dental treatment)
- **III** Disaster and emergency
- **IV** Accident Insurance
- V Group Life Insurance (Cover of death and critical illnesses). Covers **provider or non-provider**. A provider has spouse/partner/or children under the age of 18 years.
- **VI** Industrial injury

The coverage provided by the Ministry does <u>not</u> apply during periods of unpaid leave outside the country of Duty Station.

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.

Employees and their accompanying families posted to the EU and EEA countries are covered by the EU and EEA scheme. Advisers must register with the national health agency in the country of duty and have as far as possible medical costs covered from there. If this is not done, the reimbursement through ERV will be deducted with the amount that could be have covered from national health security.

The insurance cover is valid during the entire contract period, i.e. from the time of departure from the home country until the termination of the contract. However, if a contract includes more than one assignment abroad within a certain period the insurance will cover only time spent, incl. traveling, at such specific assignments, not for time spent between the assignments.

- 1. The insurance is automatically valid, which means that it becomes effective and ceases without any form of notice from the Adviser to the Ministry of Foreign Affairs or to the insurance companies.
- 2. Any question arising in connection with the insurance is to be directed to the insurance companies.
- 3. Insurance conditions for the coverage of the insurance companies are attached to the contract made with the Adviser.

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

# 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:

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

**Europæiske** ERV Alarm (24 hrs)

+45 70 10 90 30 erv-alarm@euro-center.dk www.erv.dk/um

# Non-emergency assistance

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If you need non-emergency assistance you can contact ERV' Claims Department in Denmark

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

#### Section 12 Medical Examination

After termination of service in a developing country for three months or more the Adviser may within 3 months after contract termination consult a doctor who, if necessary, can refer the Adviser to a specialist in tropical diseases or outpatient tropical medicine examination either at the Department of Epidemiology, at Copenhagen University Hospital (in Danish: *Rigshospitalet*), or Skejby Hospital in Aarhus, or Odense University Hospital. Where this involves undue travel, the insurance company may, subject to prior agreement, authorise referral to a local specialist in tropical diseases.

#### Section 13 Sideline

The Adviser shall under no circumstances be permitted to engage in any other paid or unpaid employment or to conduct any kind of business activity during the period of assignment for the Ministry of Foreign Affairs without prior agreement with the Ministry of Foreign Affairs. 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 of Foreign Affairs.

#### Section 14 Professional Secrecy and Communication with the Press, etc.

- 1. An Adviser must observe confidentiality with regard to any 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 interest. The pledge of confidentiality continues to apply after the termination of the contract of employment. Return of case files, documents, books and other official material including software, PC, mobile, etc., which the Adviser may have received during the mission, shall take place according to agreement with the mission or the organisation responsible for the programme or project.
- 2. Advisers may not enter into binding legal agreements on behalf of the Embassy, the programme or the project without prior written authorisation from the Embassy. Rental

agreement may, however, be entered on a personal basis in the exceptional circumstances described elsewhere in in the Conditions, and if authorised by the Embassy.

- 3. An Adviser should neither participate in political demonstrations, petitions, election propaganda, etc., nor express his or her views in public regarding home or foreign policy issues in respect of the country of assignment.
- 4. Both in his or her official and private capacity, the Adviser must observe the laws and regulations of the host country.
- 5. The Adviser must conscientiously abide by the rules applicable to his/her position, and both inside and outside the service prove worthy of the esteem and confidence that the position requires.
- 6. No offer, payment, consideration or benefit of any kind which constitute illegal or corrupt practices, shall be made, either directly or indirectly, as an inducement or reward in relation to the execution of this contract. See the Ministry's anti corruption policy http://um.dk/en/about-us/economy-and-results/anti-corruptions-policy/

Any such practice will be grounds for the immediate cancellation of this contract and for such additional actions, civil and/or criminal, as may be appropriate. At the discretion of Embassy, a further consequence of any such practice can be the definite exclusion from any by the Danish Ministry of Foreign Affairs funded activities. Advisers should take this elearning course. <a href="http://um.dk/en/about-us/e-learning/anti-corruption/">http://um.dk/en/about-us/e-learning/anti-corruption/</a>

- 7. 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.
- 8. The Ministry has zero tolerance to sexual exploitation and abuse. Sexual exploitation mean 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 or 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.
- 9. Advisers are covered by the Ministry of Foreign Affairs's policy on sexual harassment at all times. Sexual harassment is a criminal offense in Denmark and is not accepted when posted as Adviser. Sexual harassment cases will be handled by the Foreign Ministry. Sexual harassment will lead to sanctions and may result in being termination of the contract. If you are subjected to sexual harassment, please contact the Ministry immediately who will investigate the matter and follow up.

Staff Rules and General Information

# Section 15 Currency Exchange

Currency exchange must be strictly in accordance with the host country's laws and regulations governing import, export and exchange of currency. Any violation of these regulations may result in immediate termination of the assignment without notice.

# Section 16 Emergencies

The Adviser should keep the nearest Danish Embassy or Consulate informed of his or her whereabouts, at all times, so that he or she may be contacted quickly in the event of an emergency situation or civil unrest in the country of assignment. An Adviser should contact the nearest Danish Embassy or Consulate as soon as conditions allow, and should the need for evacuation arise, such evacuation must be carried out following consultations with the Danish Mission.

Advisers shall immediately on arrival at the Duty Station register on the Danes Abroad List <a href="https://um.dk/da/rejse-og-ophold/rejse-til-udlandet/danskerliste/">https://um.dk/da/rejse-og-ophold/rejse-til-udlandet/danskerliste/</a>. Non-Danish nationals shall register with the Embassy or consulate of their country of citizenship, to ensure that they have adequate consular protection in an emergency or similar situation.

# Section 17 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.

#### Section 18 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.

#### Section 19 Data protection Policy

According to article 13 of the General Data Protection Regulation, we must give you the following information when we handle personal data.

#### What data do we collect and why

We have all of the following personal data from you. Name, personal identification number (CPR), nationality, gender, marital status, number of children below 18 years, email, address, telephone number, education, work experience, language skills, courses, Pension fund, account details,

information about relatives, as well as curriculum vitae, performance dialogues with your organization and other relevant information for posting via the ministry.

The Ministry of Foreign Affairs does not use your data for marketing and we do not share data with third parties for marketing purposes.

#### Disclosure of data to third parties

We share information with relevant insurance companies, pension fund, travel agency, moving carrier, governmental agencies handling salary, Tax agency and in some instances the Danish General State Auditor and Data Protection Agency.

#### Data outside the EU

As part of the recruitment procedures and while you are employed, it is necessary to share data with parties in unsecure third countries outside EU and EEA such as: UN, World Bank and the organization where you have applied to work for.

#### Purposes of and legal basis for the processing of your personal data

The purpose of processing personal data is to process your application for employment. During your employment, the purpose is to administer the employment relationship, including fulfilling our obligations in relation to your employment relationship. Upon termination of your employment, the purpose is to administer your previous employment relationship.

We process your general personal data in accordance with Article 6 (1) of the Data Protection Regulation. 1, letter a.- e., Cf. the Data Protection Act § 6.

We process sensitive personal data in accordance with Article 9 (1) of the Data Protection Regulation. 2, letters a and f, cf. the Data Protection Act § 7. We may also process sensitive personal data pursuant to the Health Information Act.

We process general and sensitive information in accordance with Article 88 of the Data Protection Regulation, cf. section 12 of the Data Protection Act.

The processing of personal data about absent employees also takes place in accordance with the Sickness Benefit Act and the Maternity Leave Act.

We process information on CPR number in accordance with Article 87 of the Data Protection Regulation, cf. section 11 of the Data Protection Act.

#### Storage of your personal data

When we enter into an agreement with you, we register a file in our archive system called (F2), which is our electronic case and documentation management system.

After your contract has been terminated the file with your data will be forwarded to the The Danish National Archives according to the Danish Archives Act

#### Right to withdraw consent

You have the right to withdraw your consent made at the time of signing the contract at any time. You can do this by contacting us on the contact information which is shown below.

If you choose to withdraw your consent, this will not affect the lawfullness of our processing of your personal data due to your previously notified consent and up to the time of withdrawal. If you withdraw your consent, it therefore only takes effect from this moment on.

#### Your rights

Under the General Data Protection Regulation you have a number of rights in respect of the Ministry's processing of your personal data. If you want to exercise your rights, you must contact the Ministry. e.g. if you are entitled to access the data that the Ministry processes about you, as well as certain information about the Ministry's processing of your data, and to have incorrect data about you corrected.

You can read more about your rights in the Danish Data Protection Agency's guidance on the rights of data subjects, which you will find at: <a href="https://www.datatilsynet.dk">www.datatilsynet.dk</a>.

#### The Ministry of Foreign Affairs of Denmark is the data controller

The Ministry is the controller for the processing of the personal data that the Ministry has about you. You will find the Ministry's contact and data Protection Policy details below.

Ministry of Foreign Affairs of Denmark Asiatisk Plads 2 DK-1448 Copenhagen K CVR No: 43271911

Telephone: +45 33 92 00 00

Email: um@um.dk

#### Contact details of the Data Protection Officer

If you have any questions about the Ministry's processing of your personal data, please do not hesitate to contact the Ministry's data protection officer via the following channels:

- Email: dpo@um.dk
- By post: Danish Ministry of Foreign Affairs, Asiatisk Plads 2, DK-1448 Copenhagen K, marked for the attention of the "Data Protection Officer".

#### Complaint to the Data Protection Agency

You have the right to complain about our processing of your personal data to the Data Protection Agency. Contact details is available at the Data Protection Agency's website: <a href="www.datatilsynet.dk">www.datatilsynet.dk</a>. dt@datatilsynet.dk.

# Section 20 HEAT, CAC and health certificate

For certain positions the Advisers shall before assignment undergo HEAT training and Conduct after Capture training. For certain positions in areas with poor health facilities, the Advisers are strongly adviced 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.

#### Personal security courses

1. All OSCEs must complete a 6-day personal safety course HEAT

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- 2. In certain situations, OSCEs must complete a one-day CAC course (best practice before / during / after kidnapping Conduct After Capture).
- 3. HEAT course must be completed every 5 years.

All Advisers must be knowledgeable of the security set-up for the country of mission. Serious breaches of the security guidelines by the Adviser will be considered as gross misconduct and may lead to the termination of the Adviser's employment contract.

#### **CHAPTER II**

#### THE ADVISERS' LEGAL STATUS IN THE COUNTRY OF ASSIGNMENT

Agreements have been concluded concerning general conditions and procedures for development cooperation with most of the countries in which Danida stations Advisers. These agreements contain a section on the rights and obligations of Advisers in respect of the host country. Certain programme and project agreements may also contain provisions regarding the legal status of Advisers in the host country.

In the event that the Adviser is detained, incarcerated or involved in a road accident or any other incidents resulting in personal injury or material damage, the Ministry of Foreign Affairs and/or the local Danish Embassy or Consulate should be notified immediately.

#### **CHAPTER III**

#### MEASURES TO BE TAKEN IN CONNECTION WITH ASSIGNMENT ABROAD

#### A. Preparations Prior to Departure

#### a. Passport

The Adviser must hold a passport which is valid for the entire period of assignment + 6 months (which is required by certain countries require for entry or for issuing a visa).

#### b. Visa

Certain countries require a visa. Relevant information is available at the Ministry of Foreign Affairs' home page <a href="www.um.dk">www.um.dk</a>. It is the Adviser's responsibility, if necessary with the help of the Embassy in the relevant duty country, to obtain and maintain all required visas and entry documents in connection with the stay. Cost to visa will be reimbursed.

#### c. Vaccinations

It is the Adviser's own responsibility to ensure that the vaccinations required for the mission are up to date before departure. Vaccinations should as far as possible take place at the Department of Infectious Diseases at Rigshospitalet (Copenhagen University Hospital). For contact information see the appendix.

Non-Danish residents should make appointment for vaccinations to take place at the Department of Infectious Diseases in connection with their briefing. If an Adviser does not come for briefing in Copenhagen prior to deployment, the Adviser must arrange for the vaccinations at the place of departure.

All expenses for vaccinations and prescription medicine – such as malaria prophylaxis - required for the Adviser's destination are reimbursed by the Ministry through insurance company.

Before departure to most developing countries and for immigration from many developing countries to third countries, proof of vaccination against various tropical diseases is required. Information and advice regarding these vaccinations is available at:

#### Rigshospitalet

(Copenhagen University Hospital) https://www.rigshospitalet.dk/english/Pages/default.aspx

Epidemiology Outpatient Unit Blegdamsvej 9 Entrance 86 Dept. 8622, 2nd Floor 2100 København Ø Phone 35 37 35 07 Mon-Thur 11.00 – 14.45 Fri 11.00 – 14.00

#### The Travel Vaccination Clinic (Udlandsvaccinationen)

https://www.vaccination.dk/travel-vaccinations/

or

**Odense University Hospital** 

Sønder Boulevard 29 DK-5000 Odense C Tel: +45 66 11 33 33

Fax: +45 66 13 28 54

Skejby Sygehus Vaccinationsklinikken Infektionsmedicinsk afd. Q

Brendstrupgårdsvej DK-8200 Århus N Tel: +45 89 49 83 20 Fax: +45 8949 8310

Alborg Sygehus (Aalborg Hospital)

Hobrovej 18-22

DK-9100 Ålborg

Tel: +45 99 32 11 11

This information may also be available from the Advisers' own physician, the district medical officer or the county medical officer.

#### d. Air Tickets

All return air tickets should be issued by Carlson Wagonlit Travel Agency e-mail: UM.dk@contactcwt.com

# B. Communication with the Ministry of Foreign Affairs:

#### a. Correspondence with the Ministry of Foreign Affairs:

All letters and reports should be addressed to:

Ministry of Foreign Affairs Att: MUS Asiatisk Plads 2 DK-1448 Copenhagen K.

Tel.: +45 33 92 00 00

Email: DANIDAadvisers@um.dk

All telecommunications, letters and reports to the Ministry of Foreign Affairs should always quote the Ministry's reference number and, if applicable, the date of the most recent correspondence. A reference number can be found in all correspondence from the Ministry of Foreign Affairs to the Adviser.

#### b. Short-Term Advisers' reports

Short-Term Advisers assigned for one year or more are obliged to forward a Final Assignment Report on their assignment to the Ministry see standard for the latter report.

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Date The Advisers' signature

# ANNEX 1

# FINAL ASSIGNMENT REPORT

Adviser's name	Position				
Contract period	Counterpart/local authority				
Anticipated address in home country	Address at the Duty Station				
Telephone:	Telephone:				
E-Mail:	E-mail:				
JOB DESCRIPTION (most important assignments)					
TRAINING AND LANGUAGES					
Did you have language problems when you	took up your post? If yes, what is the situation like?				
CONTACT WITH SPECIALIST INST					
Have you felt a need to seek specialist advic	rer'				

#### TRANSFER OF EXPERIENCE FROM THIS REPORT

Do you consent to information from this report being passed on to future advisers or to others?

#### **ASSIGNMENTS**

Give a brief description of your placing in the institution you work in, your work assignments and the recommendations and reports you have submitted to local authorities.

#### WORKING CONDITIONS AND FORMS OF COOPERATION

Give a brief description of your working conditions and your cooperation with colleagues and authorities and the extent to which one or more counterparts have been trained.

# PERFORMANCE OF ASSIGNMENTS AND APPROPRIATENESS OF ASSISTANCE ACTIVITIES

- 1. To what extent was it feasible to carry out the assigned tasks?
- 2. Will a counterpart be able to continue the work or would you recommend a continuation of the assistance?
- 3. In the latter case, what tasks might a possible replacement for you expect to be assigned, and what experience and education should such a person be in possession of?

Date	Signature	
		(Adviser)

The Ministry of Foreign Affairs will confirm receipt of this report but will not comment on it unless so requested by you.