



**MINISTRY OF FOREIGN AFFAIRS  
OF DENMARK**  
*Danida*

# Staff Regulations

## Advisers on Long-term Assignments

Part 1 of 2

**MINISTRY OF FOREIGN AFFAIRS OF DENMARK**

Asiatisk Plads 2

DK-1448 Copenhagen

Tel.: +45 33 92 00 00

E-mail : [DANIDAadvisers@um.dk](mailto:DANIDAadvisers@um.dk)

[www.um.dk](http://www.um.dk)

Staff Regulations - Advisers on Long-term Assignments  
February 2023

## INTRODUCTION

“Staff Rules - Advisers on Long-term Assignments, February 2023” part I and II and the related annexes (collectively referred to as the “Staff Regulations”) describe the conditions of employment for persons posted by the Ministry of Foreign Affairs of Denmark/Danida on contracts of not less than 24 months duration as Advisers. 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 are published in English. The Staff Regulations form an integral part of the contract of employment entered between the Ministry and the Adviser.

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

Local conditions and circumstances may necessitate that the Embassy 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.

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.

The rules governs contracts entered from 1 February 2023. **These rules shall be signed on last page as a proof that these regulations part I and II have been read and accepted.**

## 1. CONTRACT

A contract of employment shall be entered into between the Adviser and the Ministry before the Adviser may take up the post. Contracts are normally entered for a term of two or three years. This employment is not covered by Common agreement for academics in Denmark.

The contract of employment is conditional on the acceptance of the services of the Adviser by the designated host country at the Duty Station and the issuing of visa and other necessary documents. 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 approvals are 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.

It is a precondition of the contract that the Adviser obtains a health certificate (no more than one year old) from her/his general practitioner declaring the Adviser fit for the mission in the country of service. It may also be a precondition for posting to some countries that the Adviser has been through and passed an approved psychological testing.

The contract of employment is prepared 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.

Advisers must avoid conflicts of interest in relation to their employment with the Ministry and in their relations with the host organisation and government. In consequence, 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 Adviser. In case of doubt, the Adviser is required to consult the Danish Embassy.

Advisers must inform the Embassy and Danida Advisers if they or their family are away from the duty station for a longer amount of time. Family members who are absent from the duty station for more than 45 days in a year will no longer be considered as accompanying family members, and any insurance coverage or other benefits will cease. Extraordinary circumstances will be considered if the Embassy and Danida Advisers are informed in advance.

## **Taxation**

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 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 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 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.

## **2. BASIC SALARY AND PENSION CONTRIBUTION.**

The Adviser will be 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. The salary will be regulated once or twice a year.

### **Post classification**

There are the following post levels:

- *Adviser (N)*
- *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.

### **Placement of the Adviser on the Ministry basic salary scale**

The recruited person is placed on the basic salary scale for Advisers:

- *Advisers (N) with a university degree/higher education* are placed as N. One grade for the entire duration of the contract.
- *Senior advisers (N2)*. One grade for the entire duration of the contract.

- *Senior advisers (N1)*. One grade for the entire duration of the contract.

### Salary scale (as of 1 February 2023)

Salary scale	
Grade	Annual salary (DKK)
N	394,182
SR N2	512,869
SR N1	552,037

### Pension contribution or allowance

All Advisers are entitled either to a standard pension contribution or to a pension allowance, at the percentage rate at 17.1 % of the salary.

If the Adviser is a Danish national, 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 Employee and Competence Agency who also decides on any application to cash in the pension plan before it matures.

If the Adviser is not a Danish national, a pension contribution allowance will be calculated using the same percentage rate and paid directly to the Adviser as part of the Advisers monthly salary package.

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

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.

### 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.

Sickness compensation is granted in accordance with the principles of the Danish Salaried Employees' Act (in Danish: *Funktionærloven*).

### Disbursement

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Salary is paid monthly in arrears.

If the Adviser is a Danish national, the payment will automatically be disbursed into the NEM-account. If the Adviser is a non-Danish citizen, the salary disbursement will be made into the Adviser's bank account of choice. For foreign transfers, a 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.

### 3. ALLOWANCES AND OTHER BENEFITS

#### Adviser allowance (February 2023 level)

An Adviser allowance is paid to Advisers in level N1 or N2 in recognition of their expected substantial work experience.

Adviser allowance		
Step	Work experience	Annual salary – current level
Step 1	Advisers (N1 and N2) with work experience up to 7 years after master's degree.	51.411
Step 2	Advisers (N1 and N2) with work experience up from 7 to 12 years after master's degree.	61.079
Step 3	Advisers (N1 and N2) with work experience more than 12 years after master's degree.	83.486

#### Personal allowance (February 2023 level)

An additional fixed personal allowance paid annually to Advisers in level N1 or N2 due to substantial work load.

Personal allowance	
Grade	Annual salary - current level
N2	45.724
N1	55.505

### OTHER STANDARD BENEFITS:

#### Free of charge household removals

The free removal must be arranged through Alfa Quality Moving A/S (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 3 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 A/S will contact the Adviser before the removal 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. Expenses for moving motorised vehicles must be covered by the Adviser her/himself.

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 40 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 20 cubic meters (cbm). A smaller volume than 20 cubic meters may not be converted into air freight unless air transport proves to be cheaper than sea freight. Removal of cars or motorcycles are not paid by the Ministry.

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.

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 authorised by the Ministry on the recommendation of Alfa Quality Moving A/S.

If a couple are both posted to the same Duty Station on separate contracts as Adviser, Embassy posted staff member, by an international organization, NGO, other bilateral donors or as a 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.

If the Advisers or partner to an Adviser has permanent residence in the country of service they will not be 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 of the cost of removals arranged independently by the Adviser through another removal 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.

### **Temporary accommodation**

The Adviser will be entitled to claim refund of the cost of temporary accommodation for a period up to 2 weeks whilst looking for suitable housing. The Embassy at the duty station will advise on a reasonable accommodation rate at a hotel or for a service flat in accordance with rates fixed by the government in circular 054-21 of 21 December 2021. Per diems do not apply during the time of temporary accommodation.

### **Free housing**

The Adviser will be provided with unfurnished housing at the Duty Station. This arrangement means that the Embassy pays the rent directly to the landlord.

In exceptional cases where there is no Embassy at the duty station, the Adviser rents suitable accommodation directly on the private market within an estimated average price range approved by the Ministry. The accommodation may be subject to the Ministry's/hosting organisation's endorsement of the standard and the security aspects of the intended residence.

The Adviser will thus 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, the Adviser has entered a lease agreement, the salary will be adjusted so that the adviser will be refunded the actual rent he/she pays.

No rental cost 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 cost already paid out, and to legal consequences.

Housing will only be paid for six months if the adviser is on maternity leave.

Outlays for guards and security will be reimbursed every three months provided it is not paid by the Embassy.

The amount paid for free housing for the Adviser will be sent to the Danish Tax authorities along with the salary as this is considered taxable income.

### **Running cost**

The Adviser will be **not** be refunded costs for household running costs to the house, i.e. supply of gas, water, internet and electricity, private phone and garbage disposal, and will have to pay directly to the supplier or via the landlord. Bank fees cannot be refunded.



#### **4. REIMBURSEMENTS**

(See part II, 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 (contact information: [UM.dk@contactewt.com](mailto:UM.dk@contactewt.com)), who at present is the contract holder with the Ministry for duty travel. Carlson Wagonlit should be contacted by e-mail with [DANIDAadvisers@um.dk](mailto:DANIDAadvisers@um.dk) in cc. Issuance of the ticket will depend of the acceptance of DanidaAdvisers.

Any additional request for special services such as seats must be booked and paid for by the Adviser her/himself.

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 place of work and will normally be refunded from programme or project funds. If the planned duty travel is outside the country of service, it should in addition be approved by the Embassy. In accordance with the policy of the Ministry of Foreign Affairs all refundable duty travel must take place in the most economical and appropriate manner, using discounts and bonus schemes where available. Detailed guidelines are shown in Annex 2.

##### **Use of vehicles**

Vehicles financed by the Ministry and operated by the host organisation or government may only be used on official business and not for private transport. Violation of this rule is considered breach of contract. If an Adviser uses her/his personally owned vehicle for duty travel outside the Duty Station, reimbursement of costs may be obtained from the Embassy.

## **EDUCATION COSTS:**

The Ministry refunds fees in connection with children's school attendance starting with reception class up to and including grade 9 until finalised 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 (in Danish: *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. The choice of school in the country of service must be approved by the Embassy.

Other expenses (such as expenses for school bus, school uniform, school lunch, school camp, excursions, etc.) will not be refunded.

Childcare fees from the age of 4 years will be refunded. The level of costs to be reimbursed should be approved by the Embassy or the Ministry.

Children of Advisers posted in industrialised countries such as but not limited to USA, Switzerland, UK, Netherlands, Austria, France, Germany, Italy, Belgium, South Korea should attend local public schools. Private schools will not 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 neighbouring country, documented expenses for board and lodging for the child will be refunded according to the rates in Annex 3.

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

## **5. WORKING HOURS**

Working hours will normally correspond to usual working hours at the Duty Station in the country of assignment.

Overtime will not be paid for by the Ministry nor is the Adviser entitled to convert overtime to extra time off.

## **6. HOLIDAY**

Advisers are not covered by the Danish Holiday Act (in Danish: Ferieloven). However, the Adviser's salary and numbers of weeks with paid leave has been fixed under the premise that it includes all entitlements and supplements under the Danish Holiday Act.

In addition to five weeks holiday per year, the Adviser accrues entitlement to two additional weeks' paid holiday per year. In total the Adviser is thus entitled to 2.08 and 0.8 holidays pr. month the adviser is working equivalent to 7 weeks' paid holiday in total. The leave is accrued concurrently which allow the Adviser to take paid holiday in the same year as that in which the holiday entitlement is accrued. Entitlement to the holiday must be taken before additional holiday.

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 organisations 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. The adviser shall as far as possible take the accrued leave before the end of the contract. The Adviser may request a maximum of 5 days of unspent leave to be disbursed upon contract expiry.

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

## **7. LEAVE IN RELATION THE PREGNANCY AND BIRTH**

The Advisers are required to notify the Embassy 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 10 weeks are fully paid by the Ministry.

The Adviser must send the Ministry the birth certificate of the child or the adopted child no later than 4 weeks after birth or the date on which the adopted child is received into the Adviser's house hold. This is necessary in order for the Ministry to pay the Adviser's salary during leave and to ensure correct insurance of the child.

The Adviser must notify the Ministry and the Embassy of the exact dates for the leave no later than 4 weeks after the birth or adoption date.

## 8. PREPARATION FOR SERVICE IN A DEVELOPING COUNTRY

(See part II, Annex 4)

### *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, Advisers may also have to go through HEAT (Hostile Environment Awareness Training) Conduct after Capture (CAC) courses and/or a psychological screening

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 advised to at his/her own cost 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.

HEAT course must be completed every 5 years.

### *During posting*

Advisers may participate in relevant seminars and courses arranged by the Ministry and the Embassy in the country concerned.

## 9. INTERNAL REPORTING

(See part II, Annex 5)

On arrival in the country of service the Adviser and (as applicable) her/his spouse/partner may be given an *introduction* at the Embassy regarding both the work to be performed and also practical and special conditions in the country of service.

Approximately three months after arrival in the country of service the Adviser and (as applicable) spouse/partner is/will be required to draw up an *inception report*.

Shortly prior to contract expiry a *final report* will be required. This report should be forwarded via the Embassy to the Ministry at [DANIDAadvisers@um.dk](mailto:DANIDAadvisers@um.dk).

At regular intervals during the contract period and shortly before the end of the assignment the partner institution, the Adviser and the Embassy will hold a *performance dialogue*, as further described below.

Prior to final departure from the country of service, the adviser and (if applicable) spouse/partner may request a debriefing with the Embassy.

## **10. PERFORMANCE DIALOGUE WITH THE HOST ORGANISATION**

(See part II, Annex 6)

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 a performance dialogue tool, which is further described in annex 6.

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 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 normally be held shortly before the end of the contract period.

## **11. THE ADVISER'S RIGHTS AND OBLIGATIONS**

### **IN RELATION TO THE HOST COUNTRY OF SERVICE:**

Denmark has entered host agreements with most of the countries to which Advisers are posted. Such agreements contain a section on the rights and privileges, obligations and legal status of Advisers in the country of service. Specific programme and project agreements may also contain a section pertaining to Advisers. The Embassy should always be consulted on specific conditions applying in the country of service.

Advisers and members of their families should 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 of 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.

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.

## **IN RELATION TO THE MINISTRY:**

### **Avoidance of conflict of interest**

Advisers may not enter into any other paid or unpaid employment or pursue private business interests during the contract period without the prior written consent of the Embassy. 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.

This rule is designed to prevent conflict of interest and to ensure transparency.

### **The Adviser's powers in contractual matters**

Advisers may not enter into binding legal agreements on behalf of the Ministry, the programme or the project without prior written authorization from the Embassy. Rental agreements may, however, be entered on a personal basis in the exceptional circumstances described elsewhere in the Conditions, and if authorised by the Embassy.

### **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 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.

### **Avoidance of corruption**

No form of gifts, goods or services, or payments may be given or received by 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. These guidelines are available on the Ministry website or from the Danish Embassy, which should be consulted on matters of interpretation or best practice. 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 <http://um.dk/en/about-us/economy-and-results/anti-corruptions-policy/>

### **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**

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 of your 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 lawfulness 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: [www.datatilsynet.dk](http://www.datatilsynet.dk).

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](mailto: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](mailto: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: [www.datatilsynet.dk](http://www.datatilsynet.dk).  
[dt@datatilsynet.dk](mailto:dt@datatilsynet.dk).

## **12. HEALTH CONSULTATIONS**

(See part II, Annex 7)

### *Prior to posting*

Prior to posting, 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.

Danish Advisers may consult the Department of Infectious Diseases, dep. M, at Copenhagen University Hospital (in Danish: *Rigshospitalet*) by phone prior to posting  
For non-Danish Advisers it is possible to consult Europæiske A/S of such services in their home country or current place of residence.

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

*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 three 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 6 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.

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.

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 at Rigshospitalet if the visit Copenhagen in connection with a 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 ERV.

### **13. INSURANCE COVER**

(See Annex 7)

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

- a. Baggage
- b. Health problems

- c. Orthodontics
- d. Emergency
- e. Accident
- f. Group life (death cover and critical illnesses for adviser and accompanying spouse). Covers **provider or non-provider adviser**. A provider has spouse/partner/or children under the age of 18 years.
- g. Transportation of private/household effects (transport of cars, boats, and pets are not included)
- h. Industrial injury

**Family members who are absent from the duty station for more than 60 days in a year will no longer be considered as accompanying family members, and any insurance coverage or other benefits will cease. Extraordinary circumstances will be considered if the Embassy and DanidaAdvisers are informed in advance.**

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

If the Adviser and accompanying family are covered by Danish or other national Health Security or by the European Health Insurance during posting, this insurance precedes the insurance related to the contract.

Under this scheme 100 % of all expenses entitled to cover in the health insurance area and for repatriation in connection with illness will be reimbursed.

**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 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.

Any question arising in connection with the insurance is to be directed to the insurance companies.

Insurance conditions for the insurance companies are attached to the contract made with the Adviser.

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.

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

The Adviser is obliged to inform the Ministry via [DANIDAadvisers@um.dk](mailto:DANIDAadvisers@um.dk) if the spouse/partner leaves the country of duty to take up residency in another country, as the insurance in that case 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:

Hospitalisation, 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](mailto:erhverv-skade@erv.dk)  
[www.erv.dk/um](http://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 ERV' Claims Department in Denmark**

**Europæiske ERV**  
**+45 70 21 29 90**  
[erhverv-skade@erv.dk](mailto:erhverv-skade@erv.dk)  
[www.erv.dk/um](http://www.erv.dk/um)

## **14. EMERGENCIES AND CONSULAR PROTECTION**

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.

## Security

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.

## MEASURES TO BE TAKEN IN CONNECTION WITH ASSIGNMENT ABROAD

### 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 [www.um.dk](http://www.um.dk). 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 through official channels. Cost of visa is reimbursed.

Advisers will on arrival at the Duty Station be briefed on contingency plans and standard operational procedures made by the Embassy to ensure best possible protection and support to Danish nationals in the event of an emergency or similar dangerous situation. The Adviser has a duty and a clear self-interest in this respect to inform the Embassy, if she/he or members of the Advisers household plan to stay overnight away from the Duty Station.

Advisers and members of their household shall immediately on arrival at the Duty Station register on the Danes Abroad List by downloading our free app "UM rejseklar".

Non-Danish nationals should also 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.

## 15. DISPUTES

Any disputes between the Ministry and the Adviser concerning the Adviser's employment, including the interpretation or implementation of the contract of employment or these Staff Regulations, shall be settled by the City Court of Copenhagen in Denmark (in Danish: *Københavns Byret*).

Date\_\_\_\_\_

Adviser Signature