



**MINISTRY OF FOREIGN AFFAIRS
OF DENMARK**
Danida

Staff Regulations

Advisers on Long-term Assignments

Part 1 of 2

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Staff Regulations - Advisers on Long-term Assignments
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INTRODUCTION

“Staff Rules - Advisers on Long-term Assignments, April 2020” part I and II 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/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.

The rules governs contracts entered and prolonged from 1. April 2020. These rules shall be signed on last page.

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.

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 issuing 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.

The contract may also for posting to some countries be subject to approved physical and 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.

The Adviser 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.

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 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 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 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.

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.

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 see below.

- *Advisers (N) with a university degree/higher education* are placed as N. One grade for the entire duration of the contract.
- *Senior advisers (N2)* are placed as special consultants. One grade for the entire duration of the contract.
- *Senior advisers (N1)* are placed as chief consultants. One grade for the entire duration of the contract.

Salary scale (as of 1 October 2019)

Scale:	Annual salary
Grade	DKK
N	373.629
SR N2	493.297
SR N1	530.970

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

Salary is paid 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 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.

Initial advance

The Adviser may request the Ministry of Foreign Affairs for a salary advance once the contract has been signed. An advance of DKK 100,000 may be granted, for purchase and transportation of a car or other establishment expenses to set up home at the Duty Station. No further advances can be given.

The advance will be recovered from the Adviser's salary payments in 18 monthly instalments or faster if the contract is less than 18 months. Should the contract be terminated for any reason and by either party before the advance has been fully repaid, the Ministry will deduct any outstanding balance from final payments due to the Adviser.

The Embassy will be entitled to request the Adviser to use the vehicle for duty travel at the destination, in which case mileage will be reimbursed as specified by the Employee and Competence Agency.

3. ALLOWANCES AND OTHER BENEFITS

Adviser allowance

An Adviser allowance of DKK 80.300 annually (October 2019 level) is paid to Advisers N1 and N2, in recognition of their expected substantial work experience.

Personal allowance

An additional fixed personal allowance of DKK 53.386 (October 2019 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 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 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 A/S 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.

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 sea 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 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, 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.

Temporary accommodation

The Adviser will be entitled to claim refund of the cost of temporary accommodation for a period up to four 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 9225 of 23. April 2020.

Free housing

One option is where the Adviser will be provided with unfurnished housing at the Duty Station. This arrangement means that the Embassy pays the rent and running costs directly to the landlord.

Another option is where the Adviser rents suitable accommodation directly on the private market within an estimated average price range approved by the embassy or the Ministry 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, 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 rented by the adviser

The adviser will be refunded every three - six month the documented cost for house operating allowances.

The Adviser will be required to pay bills for household running costs at the Duty Station, i.e. supply of gas, water, internet and electricity, garbage disposal, and guards or security services, directly to the supplier or via the landlord.

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, 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 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.

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 (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. 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 uniform, school lunch, school camp, excursions, etc.) will not be refunded.

Childcare fees from the age of 2 years will be refunded. The level of costs to be reimbursed should be approved by the Embassy or the ministry in Copenhagen.

Children of Advisers posted in industrialized countries such as but not limited to USA, Switzerland, UK, Netherlands, Austria, France, Germany, Italy, Belgium should attend local public schools.

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.

Language and other extra 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 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).

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 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.

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.

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/>

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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 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 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.

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 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.

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 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 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 Embassy.

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

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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

What data do we collect and why

Among other things, we collect the following personal data: Name, personal identification number (CPR), nationality, gender, email, address, telephone number, education, work experience, language skills, courses, passport numbers, account details, information about relatives, as well as curriculum vitae, photos 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.

Why we handle personal data

We only handle personal data to the necessary extent in order to match your skills with jobs. Thus, by registering your personal data, you consent to the Ministry of Foreign Affairs storing and handling the information you have provided in your application.

Disclosure of data to third parties

As part of the recruitment procedures, it is necessary to share data with third parties such as: OSCE, other recipients of the services from the adviser and relevant insurance companies.

Data outside the EU

If necessary, the Ministry of Foreign Affairs can transfer relevant data to organizations outside the EU.

Securing data

We are obliged to ensuring that your information is securely handled and stored, which is why we regularly scan for vulnerability on our services.

You can read more about your rights on the Data Protection Agency's website:

www.datatilsynet.dk.

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.

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*) in person prior to posting, including briefing on specific health risks in the country of service.

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 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 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 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 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 a certificate of health from the advisers own doctor prior to being contracted.

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 in connection with their briefing. If a 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 DRC.

13. INSURANCE COVER

(See Annex)

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). Covers **provider or non-provider**. 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)

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

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.

In annex 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 ERV' Claims Department in Denmark

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

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.

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. 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.

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" in the App Store or Google Play.

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