

## Terms of Reference: Consultancy – Development of a Guide for RCRC National Societies: Installation and Management of Community Cooling Centres for Heatwaves Preparedness and Response

### 1. Summary

<b>Position:</b>	<b>1 consultant / consultant team</b>
<b>Duration &amp; timing:</b>	From the 18/09/2021 until the 31/01/2022, Total number of working 40 days
<b>Duty station:</b>	Home based with online facilitation of Working Group Meetings
<b>Lead coordinator:</b>	<b>German Red Cross</b>
<b>Key Partners:</b>	IFRC Asia Pacific Regional Office, Global First Aid Reference Centre (GFARC)
<b>Max. Amount:</b>	EUR 25.000 Net

### 2. Background

As a result of climate change, heat waves and chronic heat exposures are increasing in frequency, duration and intensity. Extreme heat can cause major loss of life, negatively affect health and wellbeing<sup>1</sup>, as there is a physiological limit to the external heat exposure a person can survive<sup>2</sup>. Worldwide, impact data for heatwaves (mortality and morbidity) are not easy to access which greatly limits the ability to clearly demonstrate and communicate real impacts of heatwaves. Despite this lack of data, it is expected that hospital admissions owing to heat-related respiratory diseases will double between the periods 1981–2010 and 2021–2050<sup>3</sup>. In Asia Pacific alone, in the past decade severe heatwaves have been responsible for numerous fatalities, including 1,000 deaths in Japan and Korea in 2018, over 1,500 deaths in India in 2015, and 230 deaths in Myanmar in 2010. And according to studies, by 2050 500 – 700 million people in Asia alone will be exposed to 20% increase in lethal heatwave probability<sup>3</sup>.

The physiological impacts of heat on human health are a composite effect of a number of factors beyond just temperature. Those factors range from high humidity, working and living place, pre-existing conditions, physical surroundings– cooling infrastructure, greenery, or the lack thereof. Socio-economic factors are also important. For example, those living in informal settlements are usually among the most socio-economically disadvantaged. The people who live in these areas may not have adequate housing (e.g. poor design or quality building materials, such as tin roofs, which increase indoor temperatures). They also tend to work in labour-intensive jobs, which increases their risk of heat-related illnesses<sup>4</sup>. Jobs involving high levels of physical exertion and prolonged work outdoor are particularly affected by increasing heat

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<sup>1</sup> McMichael et al. 2006. Climate change and human health: present and future risks. [https://linkinghub.elsevier.com/retrieve/pii/S0140-6736\(06\)68079-3](https://linkinghub.elsevier.com/retrieve/pii/S0140-6736(06)68079-3)

Kovats and Ebi. 2006. Heatwaves and public health in Europe. <https://www.ncbi.nlm.nih.gov/pubmed/16644927>

Kjellstrom et al. 2009, The Direct Impact of Climate Change on Regional Labor Productivity. <https://www.ncbi.nlm.nih.gov/pubmed/20007118>

Kjellstrom et al. 2016. Heat, Human Performance, and Occupational Health: A Key Issue for the Assessment of Global Climate Change Impacts <https://www.annualreviews.org/doi/pdf/10.1146/annurev-publhealth-032315-021740>

Watts et al. 2018. The Lancet Countdown on health and climate change: from 25 years of inaction to a global transformation for public health. [https://www.researchgate.net/publication/324909272\\_The\\_Lancet\\_Countdown\\_on\\_health\\_and\\_climate\\_change\\_from\\_25\\_years\\_of\\_inaction\\_to\\_a\\_global\\_transformation\\_for\\_public\\_health](https://www.researchgate.net/publication/324909272_The_Lancet_Countdown_on_health_and_climate_change_from_25_years_of_inaction_to_a_global_transformation_for_public_health)

<sup>2</sup> Parsons. 1993. Human Thermal Environments: The effects of hot, moderate, and cold environments on human health, comfort and performance. [https://soh.iuhs.ac.ir/uploads/0415237920\\_95689.pdf](https://soh.iuhs.ac.ir/uploads/0415237920_95689.pdf)

<sup>3</sup> European Environmental Agency. Extreme temperatures and health. <http://www.eea.europa.eu/data-and-maps/indicators/heat-and-health-2/assessment/>, 2016

<sup>4</sup> Singh et al. 2019. Heatwave Guide for Cities. Red Cross Red Crescent Climate Centre. <https://www.climatecentre.org/downloads/files/IFRCGeneva/RCCC%20Heatwave%20Guide%202019%20A4%20RR%20ONLINE%20copy.pdf>

levels<sup>5</sup>, and a higher risk of suffering heat-related illness<sup>6</sup>. Poverty among outdoor workers is one of the key drivers of heat stress vulnerability, because they have to prioritize earning income over protecting themselves against health risks at work. Poverty also limits workers' access to social protection and health-care services, which further increases their vulnerability<sup>7</sup>. Thus, those working outdoor or living in informal settlements are amongst most at risk of negative health outcomes and mortality during a heatwave<sup>8</sup>.

Aware of the current and future impacts of heatwaves on Vietnam's population and especially on outdoor workers and slum dwellers in the urban context, the Vietnam Red Cross Society with support from the German Red Cross has developed a set of anticipatory humanitarian actions to mitigate impacts of extreme heat events and save lives.

This includes the development of Standard Operating Procedures and care protocols for cooling centres for outdoor workers and those most vulnerable living in urban contexts. The SOP is based on a series of procedures, depending on the heat-related symptoms experienced by the visitors (street workers, slum dwellers), and on constant health monitoring provided by the VNRC volunteers. Depending on the health assessment performed by the volunteer, different actions are carried out. This enables the visitors to stay in a cool environment and effectively cool off his/her body temperature during heat events. In addition, it allows for the identification of high-risk cases of heatstroke, in which case the emergency medical units will be called immediately.

From the 11th to the 14th of August 2019, Hanoi was affected by an extreme heatwave event with a heat index peaking at 48 C. The SOP was tested in four cooling centres and three buses equipped with cooling systems. The four centres and three buses received 1787 visits, 80% of the visitors were outdoor workers experiencing symptoms of heat exhaustion. 95% of visitors evaluated the impact of the centres as positive or very positive, with unanimity of beneficiaries recommending to reopen in case of heat events in the future.

Based on this VNRC initiative, the GRC together with the IFRC aims to develop a guide for RCRC National Societies for the installation and management of Community Cooling Centres for Heatwaves Preparedness and Response. Workers in many sectors are affected by heat, with certain occupations especially at risk because they involve more physical effort and/or take place outdoors. Such jobs are typically found in agriculture, construction, refuse collection, emergency repair work, transport, outdoor and street vending, and those occupations count for a large share of the workforce in developing countries. In addition, a quarter population worldwide currently lives in informal settlements, lacking basic infrastructure such as water and cooling devices to combat extreme heat, Asia Pacific exceeds this by 35% at the regional level.

This RCRC Community Cooling Centre guide is the first of its kind, and aims to support National Societies preparedness efforts for heatwaves, while contributing to the global RCRC Movement target to better protect 250 million people from heat by 2025, in at least 150 cities and towns. This new guide will also complement the [City Heatwave Guide for Red Cross Red Crescent Branches](#), and the [Heatwave Guide for Cities](#) developed by the RCRC Climate Centre.

### 3. Purpose

GRC is seeking the service of a consultant who will steer the development and finalization of a step-by-step guide for RCRC NS for the installation and management of Community Cooling Centres for Heatwaves

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<sup>5</sup> ILO, 2019. Working on a warmer planet. [https://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/---publ/documents/publication/wcms\\_711919.pdf](https://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/---publ/documents/publication/wcms_711919.pdf)

<sup>6</sup> Shah, T. et al. 2015. Addressing vulnerability to the health risks of extreme heat in urbanising Ahmedabad, India. <https://assets.publishing.service.gov.uk/media/57a08984e5274a27b2000105/CDKN-Ahmedabad-Paper.pdf>

<sup>7</sup> Dao et al. 2013. p 23-36. Heat stress and adaptive capacity of low-income outdoor workers and their families in the city of Da Nang, Vietnam. <https://www.climatelearningplatform.org/sites/default/files/resources/44%20Heat%20stress.pdf>

<sup>8</sup> [City Heatwave Guide for Red Cross Red Crescent Branches](#), and the [Heatwave Guide for Cities](#)

Preparedness and Response. This guide will include a care protocol for the visitors of the centre, materials for an assessment, backgrounds on hyperthermia and a pathway on how to train RC/RC volunteers. The guide will also provide operational advice on the logistical requirements for cooling centre establishment.

For this purpose, the consultant will take the lead in organizing and facilitating working group meetings with the involvement of relevant internal and external partners, including but not limited to: GRC, IFRC, the Global First Aid Reference Centre (GFARC), the RCRC Climate Centre, VNRC and other relevant National Societies, the Red Cross and Red Crescent Research Consortium ([RC3](#)). Those meetings will aim at

gathering comments and recommendations and ensure that the guide is in line with the latest RCRC Movement guidelines on heatwaves, health, first aid, resuscitation, and awareness on heat related illnesses prevention.

Based on IFRC Brand guidelines and on the layout and illustrations of the City Heatwave Guide for Red Cross Red Crescent Branches, the consultancy team will design clear, user friendly illustrations and guidance fit for RCRC branches operating in different contexts (rural, refugee camps, slums or for urban context).

With the view to support the transferability and adaptation of the guide for various country contexts, the consultant will closely liaise with the health and DRM/Health departments of 4 pre-selected National Societies (2 in Asia Pacific, 1 in Africa, 1 in Europe). Through consultations with those NSs, the consultant will develop a set of recommendations to adapt the guide to specific country and context. For instance, recommendations could be written adaptable to the context of refugee camps, slums or for urban context.

#### **4. Scope of the work**

The guide will be tailored towards practical actions that can be led by Red Cross Red Crescent National Societies and branches (DRR and health Department focal points, first aiders) in preparing for, and responding to heatwaves through the setting up and management of community cooling centres.

It should be written in a participatory way, consulting widely with IFRC, GFARC, RCRC Climate Centre, Partner National Societies and the National Societies.

The guide should be structured in an easy to navigate way, for digital and print (not too costly) use— following a simple roadmap, with culturally sensitive illustrations and key notes and tips sessions. The general presentation and layout should follow IFRC brand guidelines.

The guide will include different sections / chapters:

- Installation of the community cooling centres: where and how to select a relevant locations for the installation of the centres? Who should be involved?
- Design and logistic considerations for setting up cooling centres
- Cooling centre management (logistic, volunteer management and training, ...)
- Care protocol for visitors (health assessment, first aid, call of emergency, en-route support...)
- Awareness session to visitors on heat related illnesses and prevention measures
- Tips / recommendations for in-country contextualization of the guides: this will include recommendations for at least 3 specific contexts: refugee camps, slums or for urban context

- Recommendations about how National Societies can include the installation and management of community cooling Centres into their Heatwaves programming (Anticipation, Heat Action Planning..)
- References to IFRC, RCRC Movement guidelines and frameworks

### **Proposed work plan:**

<b><u>Activities</u></b>	<b><u>Time</u></b>	<b><u>Outcomes</u></b>
initial meeting with IFRC and GRC focal persons to specify consultancy objectives and expected outcomes	18/09 – 20/09	Agreement on objectives and final outcomes
Revision of VNRC SOP and draft content of guides	21/09 – 05/10	Draft content
Working Group Meetings with Relevant IFRC, GRC, RCRC CC focal persons	06/10 – 22/10	Gather inputs and recommendations
Development of draft 1 and framework, visual identity for illustrations	22/10 – 29/10	Draft 1
Collect comments from relevant focal persons	29/10 – 15/11	Comments gathered
Working Group Meeting with selected NS and drafting of recommendations for in-country contextualization	15/12 – 15/12	Draft recommendations for in-country contextualization
Development of draft 2 and illustrations	By 31/12	Draft 2
Collect comments from relevant focal persons	By 15/01	Comments gathered
Finalization of Guides	By 31/01	Guide finalized

### **Role and Responsibilities:**

The Consultant will:

- In close collaboration with IFRC Regional coordinators, coordinate National Society inputs
- Facilitate working groups
- Support the identification of NS active in the field
- Gather inputs from experts
- Create a pathway and organization for the guide
- Collecting and proposing some educational tools
- Produce the final reference documents.
- Participate in project evaluation

## **5. ANNEXES :**

- [International First Aid, Resuscitation, And Education Guidelines 2020](#)
- [City Heatwave Guide for Red Cross Red Crescent Branches,](#)
- [Heatwave Guide for Cities](#)

## **Ref.: 2021-02-0712 - Instructions for submissions of quote**

The German Red Cross (GRC) is inviting quotations for the provision of the consultancy “Development of a Guide for RCRC National Societies: Installation and Management of Community Cooling Centres for Heatwaves Preparedness and Response”. The tenderers are requested to read carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise.

### **1. Procurement Procedure**

The procurement is handled via a public tender

### **2. Deadline of submission and period of validity :**

- 1) Deadline of submission is 12. September 2021 23:59h CEST
- 2) Your quotation must state the period of validity 30 days from the deadline for the submission.

### **3. Costs and ownership of tenders**

- 1) Costs incurred by the tenderers in preparing and submitting the quote requests are not reimbursable.
- 2) The GRC retains ownership of all quotes received under this quote request. Consequently, tenderers have no right to have their tenders returned to them.

### **4. Confidentiality and publication**

- 1) All recipients of tender documents, whether they submit a tender or not, shall treat the details of the documents as confidential as possible.
- 2) According to German/European procurement law information about the award of contract (name of company, type of product, extent and duration of contract) might be made open to the public unless you disagree within your quotation, giving the reason of refusal.

### **5. Content of tenders and alternative offers**

- 1) The tender submitted must comply with the requirements in the tender dossier and comprise:
  - o Curriculum Vitae (CV).
  - o Proposal including a concept of the approach and planning of the strategy as described in the ToR (max. 3 pages).
  - o Proof of required skills as described in the ToR.
  - o Financial offer and payment conditions.

- o List of references.
  - o Earliest delivery and delivery schedule as indicated in the ToR.
  - o Tenderers self-declaration (Annex: “Declaration of Conformity”).
- 2.) Submissions in English
  - 3.) Tenderer can work in a team but must name a lead consultant. Collaboration with a sub-contractor for illustration is encouraged.
  - 4.) Alternative offers are permitted and must be marked as such.

## **6. Financial offer**

- 1) Tenderer must quote a lump sum price.
- 2) Tenderer must quote a net price.
- 3) All prices are in Euro

## **7. Submission of quote and further communication**

- 1) All quotes, including annexes and supporting documents must be submitted via email to Thomas Smarczyk: [t.smarczyk@drk.de](mailto:t.smarczyk@drk.de) and Luise Michel: [l.michel@drk.de](mailto:l.michel@drk.de)
- 2) Tenderers must raise questions in writing 7 days prior to deadline for submission of quote latest, otherwise the extension of the deadline is not feasible anymore.
- 3) GRC reserves the right to continue the further communication after submission of quotes via a combination of media (e.g. post, email, phone).

## **8. Evaluation & Award of Contract**

- 1) Following criteria apply for the evaluation of tenders:
  - a. daily Rate (30%)
  - b. proven understanding of overall task at hand (10%)
  - c. Expertise and experience in liaising with Red Cross Red Crescent entities (10%)
  - d. Relevance and quality of sample previous work related to Health, Public Health or DRM (40%)
  - e. Relevance and quality of sample previous work – illustration (10%)

The total number of points achieved by the respective offer is calculated by determining the price point value (PPW) and the quality point value (QPW). Based on the point values

calculated in each case, the total number of points is determined according to the weighting of price and quality.

For the **price points**, the quotient of the cheapest offer and the offer to be evaluated is formed and multiplied by 100 and the percentage weighting.

The **quality points** are allocated to the fulfilment of the individual criteria according to the scheme:

- 0 points = not fulfilled
- 1 point = insufficiently fulfilled
- 2 points = sufficiently fulfilled
- 3 points = satisfactorily fulfilled
- 4 points = well fulfilled
- 5 points = optimally fulfilled

Based on the given possible evaluation levels, the quality is evaluated for each award criterion as follows:

*(Points achieved x Factor 20) x Percentage weighting = Quality points*

#### **Calculation of the total points:**

*Price points + Quality points = Total points achieved*

The offer with the highest total points will be awarded.

In case of competitive procedure GRC reserves the right to award a contract based on the first non-negotiated offer. The GRC may – but is not obliged to - ask each tenderer individually for clarification of its quote including, samples, breakdowns of prices etc. within a reasonable time limit to be fixed by the evaluation committee. The samples will remain property of the GRC. The tenderer has to bear possible additional costs for a sample delivery abroad.

#### **9. Terms of contract**

The award will lead to a service contract by GRC and forms a one-time-service with GRC.

#### **10. Terms of delivery and payment**

The invoice must contain GRC reference number. Payment on invoice only, following receipt of services.

All invoices must be addressed to: rechnungsstelle@drk.de

#### **11. Self-Declaration**

The signee of the attached “Declaration of Conformity” (Ref. Annex) assures that



- 1) no reasons for exclusion as mentioned per EU guideline 2014/24/EU, Art. 57, Paragraph 1 exists.
- 2) the tenderer fulfils GRC's claim on good governance, environmental and social responsibility.
- 3) the tenderer agrees on participation in checks and audits as described.

## Declaration of conformity

- according to procurement procedures for humanitarian actions -

The candidate

\_\_\_\_\_  
name/company

\_\_\_\_\_  
address

represented by

\_\_\_\_\_  
representative's name

\_\_\_\_\_  
address

assures that **none** of the following points apply:

- a) The candidate or company are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b) The candidate has been convicted of an offence related to his professional conduct by a judgement which has the force of *res judicata*.
- c) The candidate has been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- d) The candidate has failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established, with those of the country of the contracting organisation or those of the country where the contract is to be carried out.
- e) The candidate has been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the German Red Cross or European Union's financial interests.
- f) The candidate has been declared to be in serious breach of contract for failure to comply with his contractual obligations pursuant to another procurement procedure or grant award procedure financed by the German Red Cross or European Union's budget.

The Contractor shall respect environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

The candidate also guarantees access to the relevant financial and accounting files and documents as well as other project related information and company registration data for the purpose of financial checks and audits or due diligence testing conducted by

- the European Commission,
- the European Anti-Fraud Office (OLAF),
- the European Court of Auditors and
- by chartered accountants / consultants / auditors commissioned by the German Red Cross or the relevant donor.

Furthermore he confirms to work together with above mentioned parties when contacted directly. The refusal to share requested data and documents may lead to disqualification from tender processes and cancellation of closed contracts.

\_\_\_\_\_  
place, date

\_\_\_\_\_  
signature

# Contract for services

The German Red Cross, Carstennstraße 58, 12205 Berlin,  
represented by Christian Reuter, Secretary General

- hereinafter referred to as the Client

concludes the following contract with

**#NameAdressConsultant**

- hereinafter referred to as the

Consultant

## Art. 1 Description of services and duties of the Consultant

(1) The Consultant is responsible for conducting a **#short description of the purpose of the contract according to ToR**

For detailed Information on Responsibilities and Tasks of the consultant and of the client refer to the Terms of Reference Annex 1 to this contract.

(2) As a Consultant, when carrying out activities on behalf of the Client, especially when travelling to project countries of the Client, the Consultant complies with German Red Cross "Rules of Conduct for staff and volunteers of the GRC on mission", which becomes part of the contract as Annex 2.

(3) The Consultant shall not be subject to any right of instruction or direction on the part of the Client with regard to the scheduling and organization of the course of activities. The Consultant undertakes to directly observe the safety and security instructions of the Client in connection with the execution of the contract. The Consultant shall immediately obey the instructions of the Client to carry out an immediate departure from a project country, if the security situation requires it after its evaluation, or if damage from the International Red Cross and Red Crescent Movement can be averted.

(4) The Consultant undertakes to perform the services to be rendered under this contract in a professional manner and to the best of its knowledge and belief.

(5) The following apply as integral parts of the contract:

- Annex 1: Terms of Reference #title of ToR
- Annex 2: Rules of Conduct for staff and volunteers of GRC on mission
- Annex 3: The offer of the Consultant as of xx.xx.2021
- Annex 4: Signed Declaration of conformity

## Art. 2 Duties of the Client

(1) The Client shall pay a total of xxxxx,xx € to the Consultant (plus the respective statutory value added tax valid at the time of invoicing to be paid by the Client in Germany) for the services listed in Art. 1. according to the offer of the consultant as of xx.xx.2021, Annex 3 to this contract. No additional remuneration shall be paid, unless additional services are mutually agreed upon between the Client and the Consultant.

(2) The Consultant will organize all travel arrangements, including booking of hotels and flights, prior consultation, and agreement with the Client. In such cases, travel costs will be paid by the Client upon reception of original invoices and relevant supporting documents in accordance with the Federal Travel Expenses Act (Bundesreisekostengesetz).

(3) Remuneration shall be payable in three instalments as follows:

- 30% upon submission of the final inception report,
- 50% upon completion of data collection and submission of the draft evaluation report,
- 20% upon finalisation of the assignment.

They shall be payable 15 days after acceptance of the service and the submission of a written auditable invoice by the Consultant to the Client.

(4) The Client appoints #NameSurname, Manager XXXXX, as main contact person from the International Cooperation Division to ensure that there is an adequate flow of communication.

## Art. 3 Right of termination

(1) Either the Client or the Consultant may effect standard termination of this contract at any time by giving the other party two weeks' notice; no grounds for termination need exist.

(2) Otherwise, the extraordinary termination of this contract for cause may be declared without notice, especially in the case of a gross violation of duty or inability to render a service to the required standard.

(3) In the case of termination pursuant to Para. 1, the Consultant shall only be entitled to a proportion of the remuneration agreed in Art. 2 Para. 1 if and to the extent to which the Client believes he has an interest in it and wishes to retain or take receipt of it. The level of the partial entitlement shall depend on what proportion of the project has been implemented at the time notice of termination is received. If the Consultant has received more remuneration than that to which he is entitled, it must be repaid.

(4) Notice of termination must be given in writing.

#### Art. 4 Extraordinary reporting obligations

(1) If the Consultant realizes that he will be unable to provide a service at all, in the required manner, to the required standard or by the required deadline, or if he becomes aware that this is a distinct possibility, he must undertake to inform the Client accordingly without delay. The information must be put in writing together with a detailed description of the situation. If the Consultant is going to be unable to meet the agreed deadline for services, he must state the date by which it will be possible to provide the service.

(2) The Consultant must disclose immediately if a petition for the initiation of insolvency proceedings has been filed against her or if such proceedings have been instituted.

#### Art. 5 Rights of use / Intellectual property

(1) The Consultant shall grant the Client transferable, exclusive rights of use to the services/results of services described in more detail in Art. 1, without restriction as to territory, time or subject-matter. This includes the right to replicate the results, process them in any way, develop them further, modify them or reorganize them in any way whatsoever, and to make similar use of the results created in this way.

(2) The Client is also entitled to grant the rights of use described in Para. 1 to all member associations, in particular all regional associations and the nursing staff association of the GRC, as well as to local sections, local branches, associations, enterprises and other institutions which they incorporate. This also includes all affiliated enterprises or institutions of the associations, branches and institutions named in Sent. 1 as well as all associations, branches, enterprises and institutions which also include at least the name of the German Red Cross in their title.

#### Art. 6 Third-party rights

(1) The Consultant gives her/his assurance that the contractual service is free of third-party rights which might exclude or restrict the Client's use of the service pursuant to the contract.

(2) If, following the conclusion of the contract, claims are made which arise from an infringement of property rights, as a result of which contractual use of the contractual service is impaired or prohibited, the Consultant must undertake - at the Client's discretion either to modify or replace the contractual service in such a way as to ensure that it is no longer affected by the property rights whilst still complying with the terms of the contract, or to acquire rights which entitle the Client to use the contractual service without restriction or additional cost to himself pursuant to the provisions of

the contract. If the Consultant is unable to do so within a period of 20 calendar days from assertion of the infringement of property rights, the Client must grant the Consultant a reasonable extension of at least 14 calendar days in which to rectify the situation. If the Consultant fails to meet this extended deadline, the Client shall be entitled to withdraw from this contract in whole or in part, or to demand a reduction in the Consultant's remuneration and compensation or indemnification for fruitless expenditure. No extension need be granted if it is apparent that the Consultant is unable to rectify the situation or refuses to do so.

(3) The Consultant assumes sole liability as well as responsibility for any legal defense vis-a-vis the party asserting an infringement of property rights. The Consultant is, in particular, entitled and obliged to conduct all legal disputes arising from these claims at her own expense, and to indemnify the Client comprehensively against any third-party claims at the latter's initial request.

(4) The Client shall inform the Consultant immediately in writing if claims are asserted against her for an infringement of property rights.

### Art. 7 Data protection & Confidentiality

The Consultant undertakes to observe confidentiality with respect to all matters of the Client to which she/he has or will become privy while fulfilling this contract; this undertaking shall survive the termination of this contract. The Consultant will also ensure that all relevant regulations regarding the protection of personal data will be respected.

### Art. 8 Obligation to surrender possession

When the contract ends, the Consultant shall be obliged to surrender to the Client all documents and data supplied to her, including any copies which have been made. These remain the property of the Client. Copies of any documents prepared by the Consultant in connection with this commission must be given to the Client if and to the extent to which the latter requires them for the purpose of documenting or advancing the project.

### Art. 9 Set-off | Right of retention

The Consultant may only offset claims if his/her counterclaims are undisputed or have been legally established. The Consultant shall only be entitled to claim rights of retention on the basis of counterclaims arising from the same contractual relationship.

### Art. 10 Qualified clause requiring written form

Any addendum or amendment to the contract or to an agreement to annul the same shall only be effective if confirmed in writing. This requirement may only be waived in a written declaration.

### Art. 11 Jurisdiction Agreement

This agreement is governed by German law. Jurisdiction is Berlin.

## Art. 12 Severability clause

If individual provisions of this contract are ineffective or impracticable or become ineffective or impracticable after the conclusion of the contract, this shall not affect the validity of the contract and its annexes. Ineffective or impracticable provisions are to be substituted by provisions whose economic effect as closely as possible approximates that which the parties to the contract intended with the ineffective or impracticable provision. The above provisions shall apply mutatis mutandis to cases where there is an omission in the contract or its annexes. Sec. 139 of the German Civil Code shall not be applicable.

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German Red Cross

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xxx

Consultant

# **RULES OF CONDUCT**

**for staff and volunteers of the German Red Cross on mission for**

- **the INTERNATIONAL COMMITTEE OF THE RED CROSS (ICRC)**
- **the INTERNATIONAL FEDERATION OF RED CROSS AND RED CROSCENT SOCIETIES (FEDERATION)**
  - **the GERMAN RED CROSS (GRC)**

**As staff and representatives of the German Red Cross, we are personally and collectively responsible for upholding and conforming with the highest standards of ethical and professional conduct. All staff and representatives of the GRC shall therefore, at all times and in all circumstances, refrain from acts of misconduct, and respect the Fundamental Principles of the Red Cross Movement and the dignity of those whom the Red Cross aims to assist.**

The regulations outlined below apply to all delegates, their dependents accompanying them, local staff, volunteers and consultants deployed within the scope of a relief operation or programme or project of the above-mentioned organization. For convenience, all such persons will be referred to as “field personnel” for the purposes of this document. Field personnel going on mission with the ICRC or the Federation, as the case may be, will be requested to sign a binding Code of Conduct similar to these Rules. All field personnel is expected to behave accordingly, both on duty and in private, and to practise working methods that will build public confidence. Field personnel is expected to be available for action beyond usual working hours, particularly during emergencies. All field personnel must be permanently aware of the fact that any impropriety on their part may have negative consequences for many human beings.

The components of the Red Cross Movement often act in situations of war, internal disorder or other emergencies. Working in such circumstances can expose field personnel to physical danger that should not be underrated. All field personnel must therefore exercise moderation, keep a certain discipline and strictly follow the security rules established by the Red Cross organization in charge of current operation or programme.

Since the Red Cross is a purely humanitarian organisation, its credibility and acceptance among the international community depend essentially on the respect of the Fundamental Principles and the amount of trust which governments will put in these Principles. Red Cross field personnel on mission must therefore at all times and under all circumstances, whether on duty or not, refrain from saying or doing anything that might be perceived to violate the Fundamental Principles, particularly those of Impartiality and Neutrality.

Likewise, family members staying with field personnel in a country of assignment must not contravene the Fundamental Principles, particularly those of Impartiality and Neutrality, whether in word or deed.



## **The Fundamental Principles of the International Red Cross and Red Crescent Movement**

**unanimously adopted by the XX<sup>th</sup> International Red Cross Conference in Vienna, October 1965**

### **Humanity**

The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

### **Impartiality**

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

### **Neutrality**

In order to enjoy the confidence of all, the Movement may not take sides in hostilities or engage in controversies of a political, racial, religious or ideological nature.

### **Independence**

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

### **Voluntary service**

It is a voluntary relief movement not prompted in any manner by desire for gain.

### **Unity**

There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

### **Universality**

The International Red Cross and Red Crescent Movement, in which all societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

The undersigned pledges himself / herself

1. to respect and promote the Fundamental Principles of the Red Cross and Red Crescent Movement (humanity, impartiality, neutrality, independence, voluntary service, unity and universality);

2. to pay due respect to the religious beliefs, customs and habits of the population of the country of assignment, and to conduct himself / herself accordingly;
3. to observe strictly the laws and regulations of the country of assignment, including those concerning security, illegal drugs, traffic rules and currency exchange. Delegates who knowingly contravene such laws and regulations cannot expect any support from the Red Cross.
4. to enquire on the rights and obligations deriving from the legal status of the relevant Red Cross delegation in the country of assignment and to observe strictly the corresponding obligations;
5. to respect and to promote respect for the emblems of the Red Cross and Red Crescent;
6. never to use or to have in his / her possession weapons or ammunition at any time;
7. to denounce sexual abuse and sexual harassment, unauthorised physical or psychic pressure, neglect or harassment by any delegate, particularly among beneficiaries, as gross misconduct. All forms of sexual activity with children (persons under the age of 18) are forbidden as a matter of principle, even where this would seem to be in line with local custom, and will cause immediate dismissal of the delegate concerned. Misestimation of a person's age will by no means protect a delegate from sanctions. Any exchange of money, employment, goods or services for sex, sexual favours or other forms of humiliating, degrading, compromising or exploitative behaviour are forbidden;
8. to dress in a manner appropriate to the assignment, avoiding any impression of military status and to refrain from wearing Red Cross and Red Crescent insignia when not on official duty (except a lapel pin) unless security regulations require otherwise
9. to abstain from undertaking any public, professional or commercial activities outside of those specified in the delegate's Job Description or Mission Instructions without permission from GRC HQs
10. to refuse, courteously but with determination, any financial or material gifts or promises of such gifts or other advantages (particularly of sexual nature) except for the token presents which are customarily offered;
11. not to commit the Red Cross financially unless officially authorized to do so
12. to administer the entrusted funds and relief supplies with precision and diligence and to be prepared to account for the use of funds and other resources at all times
13. to use working equipment provided by the GRC (eg. smartphones, laptops, etc.) exclusively for business purposes. Their private use is not allowed;
14. to keep GRC HQs, the Federation or the ICRC informed of his/her activities and movements at all times, and not to leave the country of assignment or to take local leave without having obtained formal permission
15. to be prepared, should the circumstances require, for transfer to another Red Cross assignment, subject to its compatibility with his/her qualifications

16. to return, at the conclusion of the mission, all Red Cross material and equipment including identity cards and insignia of the Red Cross issued to him/her unless agreed otherwise
17. to observe discretion during the assignment and in relation to anything he/she may witness when carrying it out, including during the period following the assignment;
18. to avoid making references to political and military situations in the country or region of assignment in official or private communications, such as conversations, telephone calls, radio messages, letters, telefaxes or e-mails unless authorised to do so;
19. to refrain from sharing any information with the media, delivering lectures, giving interviews, handing out or publishing written reports or research findings resulting from a mission or handing out photos, slides, films or other electronic data carriers related to a mission without having a general or specific authorization of GRC HQs to do so (cf. Mission Instructions). This applies during the period following the assignment, too;
20. to follow the instructions of the Head of Delegation and GRC HQs, particularly when security is concerned. If a delegate or an accompanying family member fails to observe the above rules, the Head of Delegation will have the authority to arrange for an immediate repatriation of the person concerned.

### **Disciplinary procedures**

In the event of any violation of these Rules of Conduct, the staff member shall be informed in writing of the allegation(s) made against him/her and shall be given appropriate time to respond to such charges (normally ten (10) working days in the case of misconduct, but an extension of these terms may be agreed if appropriate). The human resources department of GRC HQs may take appropriate disciplinary decisions upon receipt of the staff member's comments.

Delegates who are accompanied by family members are fully responsible for their acts during his/her mission. All accompanying family members must sign the Rules of Conduct (except for children under 14 years of age). If a family member violates the Rules of Conduct, GRC HQs has the right to order the family member's repatriation and to hold the delegate responsible.

GRC HQs reserve the right to claim reasonable compensation for damages and costs arising from any violation of the Rules of Conduct. This includes the costs of a return journey to Germany or any other place of residence. Such steps taken under these disciplinary procedures will not preclude further administrative and legal action.

If field personnel develops suspicions regarding violations of the Rules of Conduct, they have the duty to report such suspicions through the proper channels or, if this is considered inappropriate, directly to the persons in charge at GRC HQs.