

**GRC Terms of Reference (ToR)  
Partnership and Community Engagement Advisor  
(Consultant) on Anticipatory Action for the Anticipation  
Hub**

**as part of a German Federal Foreign Office (GFFO) funding  
to German Red Cross – Thematic Funding Global Project II**

**German Red Cross**

Contact Person:

Kara Devonna Siahaan (IFRC Geneva/GRC HQ)

Franziska Waldvogel (GRC HQ)

GRC – Team International Cooperation

**Abbreviations**

EAP	Early Action Protocols	GRC	German Red Cross
DREF	Disaster Relief Emergency Fund	ONS	Operating National Society
DRR	Disaster Risk Reduction	HQ	Headquarters
DM	Disaster Management	IFRC	International Federation of Red Cross and Red Crescent Societies
FAO	Food and Agriculture Organization	PNS	Partner National Society
FbA	Forecast-based Action	RC/RC	Red Cross / Red Crescent Movement
FbF	Forecast-based Financing	RCCC	Red Cross Red Crescent Climate Centre
GP II	Global Project II (German Federal Foreign Office Funding to German Red Cross – Thematic Funding)	ToR	Terms of Reference
GFFO	German Federal Foreign Office	WFP	World Food Programme

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## 1 Background

### 1.1 Background of Assignment

The assignment is part of the Global Project II (GP II: Thematic funding of the GFFO to GRC – subcomponent Anticipation in the humanitarian system) funded by the German Federal Foreign Office under the project reference no. G219.503).

Since 2015, with substantial support of the German Government, under the umbrella of the Federal Foreign Office Action Plan on Humanitarian Adaptation to Climate Change, the IFRC and Red Cross Red Crescent national societies have introduced Forecast-based Financing to tackle weather-related hazards in over 31 countries to date. The anticipatory approach combines forecasts with other risk data to predict the impact of extreme weather events to trigger early action. Thus far FbF, has elicited promising pilot results in countries including Ecuador, Peru, Mozambique, Togo, the Philippines, Vietnam, Bangladesh, and Mongolia.

After five years of successful development and implementation of **Forecast-based Financing** and the anchoring of the idea towards more anticipation in the humanitarian system, GRC together with IFRC and RCCC aimed at setting-up an **Anticipation Hub as a network of experts and an online exchange and learning platform** for policy makers, scientists, and FbF/Anticipation practitioners worldwide. The [Anticipation Hub Online Platform](#) was officially launched on December 8<sup>th</sup>, 2020, at the Global Dialogue Platform. It is a platform to facilitate knowledge exchange, learning, guidance, and advocacy around anticipatory action both virtually and in-person. It provides guidance and support connecting different specialists and users to identify solutions. The Hub will continue to consolidate the FbF approach, further developing anticipatory humanitarian action methodologies and their application within pilot projects.

The main pillars of the Anticipation Hub are:

- Stimulating learning, innovation, and exchange
- Providing guidance and support
- Promoting sustained policy and advocacy

Further, different events are planned for 2022 where the consultant will support the anticipation team with the preparation and the implementation. Public Relation work is key for the outreach of the Anticipation Hub. The consultant will support the team in drafting web-stories and summary documents after relevant meetings/conferences/webinars etc.

### 1.2 Intended sector of intervention

Forecast-based Financing, Disaster Risk Financing, Policy and Advocacy, Anticipatory Humanitarian Action, Humanitarian Assistance, Cash as an Early Action, Early Actions and Funding mechanisms, Disaster Risk Reduction, Partnerships.

### 1.3 Main stakeholders

#### Partners in the RC/RC Movement

- International Federation of Red Cross and Red Crescent Societies (IFRC)
- German Red Cross (GRC)

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- Red Cross Red Crescent Climate Centre (RCCC)
- Regional Offices of IFRC (Asia-Pacific, Africa, Mena and North Africa and Latin America)
- Host National Societies in high-risk countries (such as e.g. Peru, Ecuador, Bangladesh, Philippines etc.)
- Partner National Societies supporting HNS in establishing FbF or other anticipatory humanitarian systems (e.g. British Red Cross, French Red Cross, Danish Red Cross etc.)

### Further relevant stakeholders and humanitarian actors

- United Nations agencies active in anticipatory humanitarian action, e.g. FAO, WFP, UNOCHA etc.
- START Network and its partners (Welthungerhilfe etc.)
- Donors (Federal Foreign Office etc.)
- Anticipatory Action Focus Task Force
- Risk Informed Early Action Partnership (REAP)

## 2. Objective and Expected Outputs

### 2.1 Objectives

The objective of the consultant's assignment is to lead on the development and implementation of a Partnership & Community Engagement strategy aligned with the 3 Strategic Priorities of the Anticipation Hub aimed at expanding the reach and services provided by the Hub. The consultant will also facilitate exchange and peer-to-peer learning from the anticipatory action community of through supporting current and new working groups as well as other types of activities designed to encourage collaboration and strengthen synergies. Furthermore, the consultant will lead on the design and organization of activities or events to strengthen partnerships and synergies between initiatives to contribute to the exchange and mainstreaming of anticipatory action. The consultant will support planning and knowledge management processes of the Anticipation Hub. In addition, the consultant will provide technical support to GRC regional and country offices, upon request.

### 2.2 Expected Output

The consultant is expected to deliver the following outputs:

1. Develop a Partnership and Community Engagement Strategy
2. Increase partnership and engagement with National and Regional actors in collaboration with RCRC Regional Focal points and the Hub's partners
3. Manage the on-boarding of new partners
4. Collect and organize content for the Anticipation Hub online website with focus on promoting partnership and community engagement
5. Facilitate the growth of existing working groups and initiate new working groups under the Anticipation Hub (in collaboration with GRC, IFRC and RCCC thematic focal points) and in coordination with other relevant initiatives such as REAP, Climate Risk Early Warning Systems Initiative, InsuResilience Global Partnership)
6. Plan, design and organize learning, partnership and community engagement activities through workshops, webinar, events (in-person or virtual), integrated website features, etc.

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7. Support the knowledge management, planning and reporting processes of the Anticipation Hub
8. Contribute to the plans and activities of the Anticipatory Action Task Force
9. Support the organization and implementation of governance and partnership meetings
10. Support the identification of content and development of communications product (i.e news-letter and advocacy material in close cooperation with the Anticipation Hub's Communications and Outreach Manager and Policy and Advocacy Manager.
11. Provide technical support to GRC regional and country offices, upon request.

Depending on the time available further products might be agreed between GRC and the consultant, and content/direction of the listed products might be adapted.

The final deliverables will be approved by Kara Siahaan (Head Anticipation Hub, GRC Berlin) and Gantsegseg Gantulga (IFRC Geneva)

## **3. Implementation**

### **3.1 Process & Methodology**

Where applicable products will be reviewed by the GRC Anticipation Team and the global network of partners, as well as the teams of FbF/Anticipation projects in different countries. Continuous collaboration and feedback processes will be, thus requiring a continued availability over the four months of the assignment will be expected. The consultant is asked to develop a workplan and to discuss and adapt the workplan according to arising priorities regularly.

There will be a weekly or bi-weekly call to discuss progress and next steps for the different products between the Head of the Anticipation Hub the IFRC Anticipatory Action Coordinator and the Consultant.

### **3.2 Proposed Timeframe**

The draft products should be elaborated starting January 17, 2022 and be finished by mid July 2022 and thus the assignment will last six months. GRC estimates that a total of 120 workdays (or on average 20 days per month) will be necessary. Up to 15 days might be added upon agreement if necessary.

## **4. Responsibilities and duties**

### **4.1 German Red Cross**

GRC will support the consultant with the necessary working material/documents. GRC will support the consultant in the setting up of contacts and arrangement of interview dates with stakeholders. GRC will provide timely feedback on drafts of each product at each stage and provide input on desired direction and content.

GRC will be responsible to cover the travel costs for the consultant (travel, accommodation) according to and in line with proper invoices and documentation if travel to Berlin/Geneva etc. is required and beforehand agreed.

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The service will be provided by the German Red Cross Headquarter Team. All communication to partners and stakeholders will be coordinated closely with Kara Siahaan (Head of the Anticipation Hub)

#### **4.2 IFRC Geneva, FbF project teams and Climate Centre**

IFRC, FbF project teams and Climate Centre will be available for (online) meetings and provide documentation.

#### **4.3 Consultant**

The consultant shall lead and coordinate the drafting process for each of the products but can request inputs/contributions from GRC, IFRC and Climate Centre in coordination with GRC HQ. The consultant shall take care that the relevant actors actively take part in the process and their views and expertise are considered in the products.

He /she has the responsibility to revise drafts, based on the comments from GRC and RCCC. The consultant is always expected to work in close coordination with the team at the GRC and IFRC.

### **5. Reporting and invoicing**

GRC will analyse and discuss the draft products with the consultant before the final payment of the consultant contract is approved.

The final deliverables will be approved by Kara Devonna Siahaan (Head of the Anticipation Hub).

At the end of each calendar month the consultant will submit a brief report (max. 1 page) on progress on the different products, challenges encountered, and inputs/assistance required. The report shall be accompanied by the latest draft of each product.

The report should be accompanied by a list of days worked (detailing the content of the work for each day in a bullet point) and a corresponding invoice.

The payment of the invoice for the final calendar month of the assignment will correspond to the final payment.

### **6. Quality and ethical standards**

The consultant should take all reasonable steps to ensure that the process is designed and conducted to adhere to recognized scientific standards, and to ensure that the process is technically accurate, reliable, and legitimate, conducted in a transparent and impartial manner. The collected data must be safeguarded, respecting existing data security rules, to protect the rights of the individual.

### **7. Consultant Profiles**

The consultant should meet the following criteria:

#### **Obligatory**

- Strong knowledge of anticipatory action, its stakeholders and global coordination processes
- Minimum Master level degree on a subject relevant to disaster risk reduction, climate change adaptation, development, or humanitarian assistance
- Experience in international cooperation or humanitarian assistance
- Ability to write clearly and analytically for a wide range of audience
- Strong organizational skills

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- Experience in designing and organizing events
- Experienced in the drafting of policy and strategy documents
- Experienced in participatory processes
- Fluent in written and spoken English
- Very good skills in humanitarian diplomacy

### Preferable

- Knowledge/experience of the Red Cross Movement highly desirable
- Knowledge of humanitarian assistance, international development and the UN system is an advantage

## 8. Application Procedure

Interested consultants should submit their offers per e-mail (subject: “Tender documents”) by December 16th 2021, 12:00 pm midday (CET) to Kara Siahaan (email: [k.siahaan@drk.de](mailto:k.siahaan@drk.de)) and Franziska Waldvogel ([f.waldvogel@drk.de](mailto:f.waldvogel@drk.de)). The submission of the offer must be protected with a password, which should be attached to the e-mail. **Offers that are not provided with a password can unfortunately not be considered.**

### The consultant must submit the following tender documents:

- Curriculum Vitae
- Brief letter of motivation summarising relevant experiences, publications if applicable and qualifications for the consultancy (Expertise and experience in Disaster Risk Financing and/or Anticipatory Action, Humanitarian policy and advocacy work and Partnership work)
- Sample of previous written work and organised webinars, high level panel discussions etc.
- Daily rate and financial offer indicating the (net) sum for 120 days
- Statement of availability for continuous work from mid-January 2022 to mid-July 2022
- Signed declaration of conformity

### The selection of the consultant will be based on the following criteria:

- Demonstrated knowledge of the anticipatory action agenda, its policy and partnership aspects (30%)
- Relevance and quality of sample previous work (30%)
- Daily Rate (30%)
- Proven record of managing agile processes, coordination and/or project management (10%)

### The following evaluation scheme will be applied:

- 0 points = Overall, there are very serious deficits in relation to the respective evaluation criterion or no information that can be evaluated.
- 1 point = There are individual deficits regarding the respective evaluation criterion.
- 2 points = The bidder meets the respective evaluation criterion, however there are minor deficits.
- 3 points = The bidder meets the respective evaluation criterion well.
- 4 points = The bidder fulfils the respective evaluation criterion very well and plausibly.
- 5 points = The bidder fulfils the respective evaluation criterion above average and exceeds expectations

The total number of points achieved by the respective offers 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.

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

$$((\text{Cheapest offer price} / \text{Offer price to be valued}) \times 100) \times \text{Weighting factor} = \text{Price points}$$

Please note that the school grading system is of course not applicable to the evaluation of the price.

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

$$(\text{Points achieved} \times \text{Factor 20}) \times \text{Percentage weighting} = \text{Quality points}$$

Calculation of the total points:

$$\text{Sum price points} + \text{Quality points} = \text{Total points achieved}$$

### **Supplement**

The bidder(s) with the highest overall score will be awarded a contract. Tender prices must remain valid until 30 days after this date.

## **9. Procurement Procedure**

### **9.1 Procedure type**

The procurement is handled via an open tender.

### **9.2 Deadline of submission and period of validity**

- Deadline of submission is 16th December 2021 12:00 pm midday (CET). The submission of the offer must be protected with a password, which should be attached to the e-mail.
- Your quote must state the period of validity, at least 30 days from the deadline for the submission.

### **9.3 Further communication**

- Participants 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.
- GRC reserves the right to continue the further communication after submission of quotes via a combination of media (e.g. post, email, phone).

## **10. Relevant background information**

### **Forecast-based Financing in general:**

<https://www.forecast-based-financing.org/>

<https://manual.forecast-based-financing.org/>

<https://www.climatecentre.org/programmes-engagement/forecast-based-financing>

<https://media.ifrc.org/ifrc/fba/>



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**Scientific and other articles for Anticipatory Action in the humanitarian system:**

<https://www.odi.org/>

<https://www.wfp.org/publications/forecast-based-financing-nepal-return-investment-study>

<http://www.fao.org/emergencies/fao-in-action/ewea/en/>

<https://startnetwork.org/start-fund/crisis-anticipation-window>

<https://www.odi.org/sites/odi.org.uk/files/resource-documents/12643.pdf>

[Thesaurus – working document](#)

[FATHUM](#)

**Anticipation Hub**

<https://www.anticipation-hub.org/>

[Anticipation Hub on LINKEDIN](#)

[Anticipation Hub on Twitter](#)

## 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

XXXXX

- hereinafter referred to as the

Consultant

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

(1) The Consultant is responsible lead on the development and implementation of a Partnership & Community Engagement strategy aligned with the 3 Strategic Priorities of the Anticipation Hub aimed at expanding the reach and services provided by the Hub. The consultant will also facilitate exchange and peer-to-peer learning from the anticipatory action community of through supporting current and new working groups as well as other types of activities designed to encourage collaboration and strengthen synergies. Furthermore, the consultant will lead on the design and organization of activities or events to strengthen partnerships and synergies between initiatives to contribute to the exchange and mainstreaming of anticipatory action. The consultant will support planning and knowledge management processes of the Anticipation Hub. In addition, the consultant will provide technical support to GRC regional and country offices, upon request. Depending on the time available further products might be agreed between GRC and the consultant, and content/direction of the listed products might be adapted.

For more detailed Information on Responsibilities and Tasks of the Consultant and of the Client please refer to the ToRs Annex 1 to this contract.

At the end of each calendar month the Consultant shall submit a brief report (max. 1 page) on progress of the different products, challenges encountered, and inputs/assistance required. The report shall be accompanied by the latest draft of each product and a list of days worked (detailing the content of the work for each day in a bullet point) and a corresponding invoice.

The final deliverables will be approved by the Head of the Anticipation Hub, Kara Siahaan.

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 “Partnership and Community Engagement Advisor (Consultant) on Anticipatory Action for the Anticipation Hub”
- Annex 2: Rules of Conduct for staff and volunteers of GRC on mission
- Annex 3: The offer of the Consultant as of XXXXX
- Annex 4: Signed Declaration of conformity

### **Timeframe and working days**

The support in key processes and draft products should be provided starting in mid-January 2022 and be finished by mid-July 2022 and thus the assignment will last six months. GRC estimates that a total of 120 workdays (or on average 20 days per month) will be necessary. Up to 15 days might be added upon agreement if necessary.

### **Art. 2 Duties of the Client**

(1) The Client shall pay a daily remuneration rate of **XXX Euro** amounting to a total of **XXX Euro** for the services listed in Art. 1. according to the offer of the Consultant as of XXX. If the use of any of the additional max. 15 days mentioned in the ToR becomes necessary and is agreed between the Client and the Consultant, those shall be paid in addition at the daily remuneration rate of XXX Euro. 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) The remuneration shall be payable at the end of each month (six months and six payments in total) of the assignment based on the brief progress report and the invoice prepared by the Consultant for the Client stating the total days worked in that past month. The final payment shall be at the end of the sixth and final assignment month after the deliverables were approved by Kara Siahaan (Head Anticipation Hub).

(4) The Consultant must submit corresponding invoices for services listed in the offer.

(5) The Client appoints Kara Siahaan, Head Anticipation Hub, 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.

.....  
German Red Cross

.....  
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 CRES-  
CENT 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.