

GRC Terms of Reference (ToR)

Humanitarian assistance in the urban context Consultant for support to the urban agenda and development of strategic direction at the IFRC Disasters, Climate and Crises Department

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

Contact Person: Wolfgang Friedrich
International Co-operation Department
Carstennstrasse 58, 12205 Berlin
Fon +49 (0) 30 85404-148 Mail w.friedrich@drk.de

GRC – Team International Cooperation

Abbreviations

CoD	Council of Delegates	GRC	German Red Cross
GP II	Global Project II (German Federal Foreign Office Funding to German Red Cross – Thematic Funding)	UCP	Urban Collaboration Platform
GFFO	German Federal Foreign Office	HQ	Headquarters
RC/RC	Red Cross / Red Crescent Movement	IFRC	International Federation of Red Cross and Red Crescent Societies
RCCC	Red Cross Red Crescent Climate Centre	PNS	Partner National Society
ToR	Terms of Reference	TWG	Technical Working Group

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 Health in the humanitarian system) funded by the German Federal Foreign Office under the project reference no. G219.504).

Since 2020, with substantial support of the German Government, under the umbrella of the Federal Foreign Office Strategy for humanitarian assistance in the health sector 2020-2025, German Red Cross is supporting the IFRC and Red Cross Red Crescent national societies in Outbreak Prevention, Preparedness and Response.

The International Federation of Red Cross and Red Crescent Societies (IFRC or “the Federation”) is the world’s largest volunteer-based humanitarian network. The Federation is a membership organization established by and comprised of its member National Red Cross and Red Crescent Societies. Along with National Societies and the International Committee of the Red Cross (ICRC), IFRC is part of the International Red Cross and Red Crescent Movement. The overall aim of the IFRC is “to inspire, encourage, facilitate, and promote at all times all forms of humanitarian activities by National Societies with a view to preventing and alleviating human suffering and thereby contributing to the maintenance and promotion of human dignity and peace in the world.” It works to meet the needs and improve the lives of vulnerable people before, during and after disasters, health emergencies and other crises.

The IFRC is served by a Secretariat based in Geneva, with regional, country cluster teams and country offices throughout the world. The Secretariat is led by the IFRC Secretary General and provides the central capacity to serve, connect, and represent National Societies. The Secretariat’s focus includes providing support to the IFRC governance mechanisms; setting norms and standards; providing guidance; ensuring consistency, coordination, and accountability for performance; knowledge sharing; promoting collaboration within and respect for the Movement; and expanding engagement with partners.

1.2 Intended sector and thematic areas of intervention

Humanitarian Assistance in the Urban Context, Urban Resilience, Policy and Advocacy, Anticipatory Humanitarian Action, Cash as an Early Action, 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)
- Red Cross Red Crescent Climate Centre (RCCC), Global Disaster Preparedness Center (GDPC), IFRC Asia Pacific Urban Hub and other IFRC reference centers/hubs as appropriate
- Regional Offices of IFRC (Asia-Pacific, Africa, Mena and North Africa and Latin America)
- Host National Societies in high-risk countries

GRC – Team International Cooperation

- Partner National Societies supporting HNS in Urban programming

Further relevant stakeholders and humanitarian actors

- United Nations agencies active in humanitarian action
- Global Shelter Cluster (e.g. Urban Settlements Working Group)
- Urban Collaboration Platform
- Global Alliance for Urban Crises
- Donors (German Federal Foreign Office etc.)
- Global/local networks (ICLEI, etc.)
- Local governments and authorities/institutions (e.g. UCLG)

2. Objective and Expected Outputs

2.1 Objectives

The objective of your assignment is to support the partnership work including the communication and outreach and the general planning process of the IFRC Disasters, Climate and Crises Department in the following workstreams:

Co-lead the high-level and strategic workstreams and initiatives namely the consultation on the Council of Delegates Resolution “Strengthening the resilience of urban communities: Our way forward” for the Council of Delegates and the RCRC Urban Collaboration Platform (in collaboration with the various urban file holders across different teams).

Engage actively and coordinate the preparation, organization and delivery (where applicable) of important urban events, such as the General Assembly workshop and World Urban Forum

Engage actively in urban platforms within the Movement and help align the objectives and deliverables to the institutional position and/or strategy.

Provide technical expertise to headquarters and field teams to ensure that urban programs are designed, implemented and monitored according to industry and Red Cross good practices.

Support and collaborate with the regional urban focal points in identification and/or development of relevant tools and guidance to equip NS to engage in urban programming.

2.2 Expected Output

The consultant is expected to deliver the following outputs:

1. Guide/ support the ongoing drafting process and the consultations of the Resolution “Strengthening the resilience of urban communities: Our way forward” for the Council of Delegates”, together with the urban core group.
2. Support the planning and implementation of the Urban Collaboration Platform (UCP) 24.-26. November 2021
3. Support the planning for an IFRC/GRC presence at the World Urban Forum 2022.
4. Initiate the dialogue for the development of a proposal for a shared leadership of IFRC and GRC on urban action

GRC – Team International Cooperation

5. Coordinate the development of the job profile for a Senior Officer for Urban Preparedness / Disaster Management (working title).
6. Initiate and guide the planning process for a GRC policy and advocacy strategy.

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, particularly considering the GRC Humanitarian Assistance in the Urban Context Team in order to coordinate activities and explore opportunities for collaboration.

The final deliverables will be approved by Wolfgang Friedrich (Lead, Humanitarian Assistance in the Urban Context) and Ela Serdaroglu (IFRC Geneva).

3. Implementation

3.1. Process & Methodology

Where applicable, products will be reviewed by the IFRC Disasters, Climate and Crises Department, the GRC Humanitarian Assistance in the Urban Context Unit. Continuous collaboration and feedback processes will be, thus requiring a continued availability over the three 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 bi-weekly calls to discuss progress and next steps for the different products between the IFRC Disasters, Climate and Crises Department, the GRC Lead, Humanitarian Assistance in the Urban Context and the Consultant.

3.2. Proposed Timeframe

The draft products should be elaborated starting November 2021 and be finished by end of January 2022 and thus the assignment will last three months. GRC estimates that a total of 45 workdays (or on average 20 days per month) will be necessary. Up to 10 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.

GRC – Team International Cooperation

The service will be provided by the German Red Cross Headquarter Team. All communication to partners and stakeholders will be coordinated closely with Wolfgang Friedrich (Lead, Humanitarian Assistance in the Urban Context).

4.2 IFRC Geneva / Disasters, Climate and Crises Department

The IFRC Disasters, Climate and Crises Department will support the consultant with the necessary working material/documents. IFRC Geneva will support the consultant in the setting up of contacts and arrangement of interview dates with stakeholders. IFRC Geneva will provide timely feedback on drafts of each product at each stage and provide input on desired direction and content.

The service will be provided by the IFRC Disasters, Climate and Crises Department. All communication to partners and stakeholders will be coordinated closely with Ela Serdaroglu (IFRC Geneva).

4.3 Consultant

The consultant shall lead and coordinate the drafting process for each of the products but can request inputs/contributions from GRC and IFRC staff in coordination with GRC HQ and IFRC Geneva. 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 IFRC. 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 Wolfgang Friedrich (Lead, Humanitarian Assistance in the Urban Context) and Ela Serdaroglu (IFRC Geneva).

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 third and 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.

GRC – Team International Cooperation

7. Consultant Profiles

The consultant should meet the following criteria:

Obligatory

- Understanding of and experience working with the International Federation of Red Cross and Red Crescent Societies
- Experience working internationally with multi-stakeholder structures
- Program and proposal development experience
- excellent interpersonal skills and the ability to work effectively and in a collegial fashion with people from a wide range of backgrounds and cultures
- Expertise and experience in Urban programming
- Expertise and experience in RC/RC approaches and tools for emergencies
- Experience in international cooperation or humanitarian assistance
- Ability to write clearly and analytically for a wide range of audience
- Strong organizational skills
- Experience in drafting policy and strategy documents
- Experience in participatory processes
- Fluent in written and spoken English
- Very good skills in engaging stakeholders and managing global processes

Preferable

- Knowledge of international development and the UN system is an advantage

8. Application Procedure

Interested consultants should submit their dossier by email **protected with a password** before **Wednesday 20.10.2021, 12:00 am (CET)** to Luise Michel (email: l.michel@drk.de) and Wolfgang Friedrich (email: w.friedrich@drk.de)

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 Urban and RC/RC approaches and tools for emergencies)
- Sample of previous written work and organised webinars, meetings, etc.
- Daily rate and financial offer indicating the (net) sum for 45 days
- Statement of availability for continuous work from beginning/ mid November 2021 to mid-February 2022
- Signed declaration of conformity

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

- Demonstrated expertise and experience in Humanitarian Assistance (20%)
- Demonstrated expertise and experience in RC/RC approaches and tools for emergencies (20%)
- Demonstrated expertise and experience in working with IFRC structures and the RC/RC (20%)
- Daily Rate/ net sum (30%)
- Proven record of managing agile processes, coordination and/or project management (10%)

The following evaluation scheme will be applied:

GRC – Team International Cooperation

- 0 points = criteria were not fulfilled
- 1 point = fulfilled criteria inadequately
- 2 points = fulfilled basic criteria
- 3 points = fulfilled all criteria
- 4 points = fulfilled criteria well
- 5 points = fulfilled criteria very well

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

$((\text{Cheapest offer price} / \text{Offer price to be valued}) \times 100) \times 30\% = \text{Price points}$

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:

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

Example calculation for the 1st award criterion with the highest rating:

$5 \text{ (school grade)} \times \text{factor } 20 = 100$

$100 \times 40\% = 40 \text{ points}$

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 service contract. Tender prices must remain valid until the 20.11.2021.

9. Procurement Procedure

9.1 Procedure type

The procurement is handled via a public tender.

9.2 Deadline of submission and period of validity

- Deadline of submission is **20th October 2021, 12:00 am (CET)**.
- Your quote must state the period of validity until the **20th of November 2021**.

GRC – Team International Cooperation

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).

9.4. Confidentiality and publication

All recipients of tender documents, whether they submit a tender or not, shall treat the details of the documents as confidential as possible.

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.

9.5 Self-Declaration

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

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

10. Relevant background information

RCRC Urban:

<https://preparecenter.org/initiative/red-cross-red-crescent-urban-collaboration-platform/>

RCRC resilience in the urban context:

<https://www.climatecentre.org>

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 to support the partnership work including the communication and outreach and the general planning process of the IFRC Disasters, Climate and Crises Department.

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: Consultant for support to the urban agenda and development of strategic direction at the IFRC Disasters, Climate and Crises Department
- 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% end of November 2021
- 30% end of December 2021
- 40% 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) Ordinary termination is excluded.
- (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 event of termination according to paragraph 2, the contractor shall only have a pro rata claim to the remuneration regulated in Art. 2 (1) if and insofar as the principal has an interest in this from his point of view and wishes to retain or receive it. The amount of the pro rata claim shall be determined according to the status of the project implementation at the time of receipt of the notice of termination. Already overcharged remuneration services shall be repaid by the contractor.
- (4) Notice of termination shall be in writing form.

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/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 him/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 I 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

.....

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 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 XXth 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.