

GRC Terms of Reference (ToR)

Humanitarian assistance in the urban context

Developing a Training module to support the application of the Sphere Standards in urban settings

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

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Abbreviations

PT	Project Team (German Red Cross & Sphere Project)
RG	Reference Group
FFO	German Federal Foreign Office
GP	Global Project
GRC	German Red Cross
IFRC	International Federation of Red Cross and Red Crescent Societies
NS	National Red Cross/Red Crescent Society
RCCC	Red Cross Red Crescent Climate Centre
RG	Reference Group
ToR	Terms of Reference

1. Background

Globally, the proportion of the population living in cities is steadily increasing. Already today, more than half of humanity lives in cities, with two thirds projected for the middle of the century. A target of migratory movements of various causes, their most rapid growth often takes place in areas that offer poor conditions for a safe and dignified life, such as unsecured slopes, floodplains or the further densification of already highly populated areas.

Urban populations thus become vulnerable to a number of specific threats. The rapid growth of cities leads to a variety of challenges for local governance, with many local authorities being less prepared and equipped to address some of the key issues at stake. Technical infrastructure such as water supply, wastewater management, energy supply, health care, education and waste management cannot keep up. As urban social structure differs greatly from that in rural areas, often social cohesion is less developed in cities. Yet, many urban areas also suffer strongly from the effects of climate change and are subject to a variety of natural hazards or man-made risks like violence and armed conflict. Today, there are more refugees and internally displaced persons (70 million according to UNHCR) than at any time in the past 70 years. Most of these settle in urban areas, seeking safety.

For these and many more reasons, urban areas are now a major focus of attention for humanitarian assistance in both conflict and non-conflict situations. The international humanitarian community has realised that it is necessary to design and implement responses to urban crises differently – we need to start to “think urban”. Established and successful methods of humanitarian aid in rural areas are applicable to cities and their specific conditions and needs only to a very limited extent, regardless of the nature of the crisis.

Thus, the prerequisite for effective, efficient, relevant and, most importantly, people-centered humanitarian response to crises in urban settings is a solid understanding of their specific conditions in general as well as to the individual context with its complexity, processes and social, cultural, legal and structural situation. An integrated approach is essential, covering both traditional sectors of humanitarian assistance along with cross-cutting issues such as capacity strengthening, disaster preparedness, inclusion, cash-based interventions and anticipatory humanitarian aid. The basis for success lies in adapted and further developed methods of assessing needs and specific vulnerabilities. Urban disasters with their complexity and need for special coordination are yet to be fully understood.

To deliver a solid approach based on an integrated and cross-sectoral urban response, the German Red Cross chose to work with the Sphere Association. The Sphere Standards provide the required integrated approach, covering not only a variety of technical humanitarian sectors, but also providing the moral and principled basis upon which to build humanitarian work. As it has also integrated approaches to address several at-risk groups, the Sphere Handbook can be used as a broad entry point to a variety of sectors, themes and considerations, which can then be deepened depending on the various contexts. Sphere helps ask the right questions at the right time and ensures that key considerations around quality and accountability are made.

Funded by the German Federal Foreign Office (FFO), German Red Cross (GRC) is implementing two interlinked global projects (GP 1 and GP 2) from 01.07.2019 until 31.12.2022. While GP 1 is focusing on delivering humanitarian relief, GP 2 is aiming to strengthen and improve international humanitarian aid and the international humanitarian system.

This consultancy is linked to the project “Humanitarian Assistance in the urban Context”, which is funded by the GP2.

2. Objectives and expected outputs

The consultant is expected to design a training module that enables trainees and participants to apply the Sphere Standards in urban settings in coordination with the GRC Lead Urban and one Sphere representative who will form the Project Team (PT) and will be the first focal points of contact of the Consultant. The Training should correspond well with existing training formats on related topics both by Sphere and the IFRC. Including two main modules:

Challenges and opportunities in urban environments regarding humanitarian assistance. Relevance of contextual understanding for humanitarians working in cities.

Scope of work:

The final training tool should fulfill the following requirements:

Format:

- Modular: to be used along existing trainings or as stand-alone. This means that it will consist of various parts which will allow maximum adaptability to the needs of the trainees. This will include a section “introduction into humanitarian assistance in the urban context” and “introduction to Sphere”, which does not need to be used, for example, if this training is part of a longer Sphere training.
- Fit for face-to-face and online trainings.
- Reflect best practice of adult learning, including “having fun”. Be creative, consider including the use of videos and other visual elements, social media, gaming elements etc.
- Plain English
- Consider developing an app based on some training elements, for use in daily work

Content:

- Pre-course workbook/list of assignments. These can be linked to case studies that guide the learner through the entire module (to be determined). Both IFRC/GRC and Sphere already have online introductory trainings that might be considered
- Scenario-based learning with table top exercises based on case studies (urban experts will be involved to support the consultants team develop those case studies)
- A section on urban specificities and options to adopt humanitarian response to them (for example area-based approaches and other specifically urban considerations of humanitarian response)
- Focus on Sphere’s foundation chapters (Humanitarian Charter, Protection Principles, Core Humanitarian Standard) which strongly reflect Sphere’s philosophy and approach
- Consider requesting access to certain materials from leading urban training specialist (ex: RedR) and others (in particular urban MEAL specialists);
- A collection of reference materials for further exploration of a variety of themes

Process

- Participatory: involve end users (urban trainers and experts)
- Constitute an advisory group which agrees to accompany the process
- Quality control through the following elements:
- Broad consultation of the draft version
 - At the Urban Collaboration Platform (November)
 - Broad online consultation (through RC and Sphere networks and others), along with a survey/questionnaire developed by the consultants

3. Required Skills:

The consultant or consultant team should have the following proven skills and knowledge:

- Expertise in urban response challenges;
- Expertise in Sphere (understand and able to communicate Sphere's values and approach)
- Expertise in developing and facilitating adult trainings, both in-person and distance learning

Additional advantages are expertise in using social media for learning purposes

4. Users of the training module

The training module will serve as the basis to develop an e-learning module that corresponds with existing formats

Humanitarian experts of the Sphere Project and the Red Cross and Red Crescent Movement will use the training module to implement trainings on how to apply the Sphere Standards in urban settings.

The overall learning objectives are:

- Understand the specific challenges and requirements of an urban humanitarian response
- Correctly interpret and contextualize Sphere standards – including the three Sphere foundation chapters – for urban humanitarian response

5. Implementation and Methodology

5.1. General

GRC will form an Project Team (PT) and initiate and maintain a Reference Group (RG) to support and guide the consultant/consultant team. The RG should consist of members from Sphere, GRC and the IFRC. The consultant/consultant team and the GRC focal Point will discuss the required composition and skillset of the RG. It is the responsibility of the consultant to make use of the RG for the best benefit of the consultancy.

The consultancy should be implemented in 4 phases:

Phase 1 - Preparation

- Kick of workshop with Reference Group (RG) team.
- Defining Objectives and timeline together and in coordination with the Project Team (PT) and the RG.
- Develop a timeline and steps for content development in coordination with the PT and the RG.
- Select trainings that could be used for the training itself or as reference
- Develop a rough outline of the training module that can be presented to the target group.

Phase 2 – needs analysis involving target group

- Participate and contribute to a workshop (60 - 90 minutes) at the Urban Collaboration Platform (UCP) on 24.-26. November that serves as a needs assessment regarding aspects like content and format of the training. The workshop will be led by the PT.

Phase 3 – Consolidation of findings

- Present findings to the RG and facilitate the adaptation of the objectives of the consultancy.
- In close coordination with the PT and the RG define objectives and develop the methodology based on the findings and develop

Phase 4 – training development

- Reevaluate objectives, final product and timeline together and in coordination with the PT and the RG.
- Development of training methodology and colloquium.

Amendments to the processes & methodologies will be discussed during Phase 1 and throughout the process.

Proposed timeline:

Phase 1 - Preparation	
Onboarding workshop	Week of 01.11.2021 (t.b.c.)
Phase 2 – Online Workshop at the UCP	26.11.2021
Phase 3 - Consolidation of findings and training outline	t.b.d.
Phase 4 – Design of the training	t.b.d.
Final Product	31.03.2022

The above dates are tentative. They will be finalized in mutual agreement between the project team and the consultant.

Total approx. 75 working days

6. Responsibilities and duties

GRC

- Facilitate an onboarding workshop including review of the ToR and priority setting.
- Share available information on previous research conducted by GRC and other partners.
- GRC will install and maintain a Reference Group (RG) to support the consultant.
- GRC Coordinator Pilot Projects Urban (Berlin) and a Sphere Representative will form the PT and will be the first focal points of the Consultant
- GRC will make sure the consultant has access to GRC thematic network for GPII.
- Facilitate a thematic workshop to review the results of the consultancy.
- Although no travels are currently foreseen GRC would cover all travel costs (visa, transport, accommodation) related to the assignment. (German federal travel expenses law applies, no per diem will be paid).

Consultant/consultants team

- The consultant is responsible for the elaboration of the training module, the milestone planning and all organizational issues related to the implementation of the consultancy, which he/she will coordinate with the PT.
- The consultant is responsible for producing the final product (training module) covering all expected outputs and presentation of results to GRC. He /she has the responsibility to revise the final product, based on the comments from GRC.
- For the Joint review of the ToR (onboarding workshop) the consultant should outline the steps and the methodology used including a proposal for a final timeframe. The joint review shall be used to clarify open questions and to come to a common understanding about the tasks for phases 1, 2 and 3.
- The consultant is expected to produce a written summary of the onboarding workshop.
- The consultant is expected to design and implement a workshop at the Urban Collaboration Platform (UCP) on 24.-26. November that serves as a needs assessment.
- The consultant is expected to finalize the consultancy by 31 March 2022.
- The consultant is expected to work in close coordination with the project team at GRC HQ which will conduct complementary research parallel to this study.

7. Deliverables and reporting

Deliverables

- Brief written report of various consultation moments (RG, UCP, draft versions etc)
- Final version of the training including training methodology, case studies and colloquium/ session plan.

GRC and Sphere will analyze the final product, especially the utility of the gathered data and information. The consultant will receive feedback from GRC before the final payment of the consultant contract is approved. It is expected that the consultant corrects invalid data in case of major flaws.

8. Quality and ethical standards

The consultant should take all reasonable steps to ensure that the study is designed and conducted to adhere to recognized scientific standards, and to ensure that the study is technically accurate, reliable, and legitimate, conducted in a transparent and impartial manner. Therefore, the study should be implemented adhering to standards of the IFRC, which are used in evaluations but apply equally to all other types of studies (see footnote¹). The collected data has to be safeguarded, respecting existing data security rules, to protect the rights of the individual.

¹ Utility (usefulness and used); Feasibility (realistic and cost efficient); Ethics and legality; Impartiality and independence (unbiased, taking into account all stakeholder views); Transparency; Accuracy (appropriate methods used for correct data collection and analysis); Participation (meaningful involvement of stakeholders if appropriate / feasible); Collaboration (with key stakeholders to improve ownership, legitimacy and utility).

9. Application Procedure

Interested consultants should submit their application by email **protected with a password** before **Wednesday 27.10.2021, 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
- Proposal including a concept of the approach and planning of the strategy as described in the ToR (max. 3 pages) summarising relevant experiences, publications if applicable and qualifications for the consultancy (expertise and experience in Urban and RC/RC approaches and tools for emergencies)
- Daily rate and financial offer indicating the (net) sum for 75 days
- Statement of availability for continuous work from beginning/ mid-November 2021 to March 2022
- Signed declaration of conformity

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

- Evaluation of concept of the approach and planning of the strategy (30%)
- Demonstrated expertise and experience working with Sphere standards and urban response (20%)
- Demonstrated expertise and experience in developing and facilitating adult trainings, both in-person and distance learning (20%)
- Daily Rate/ net sum (30%)

The following evaluation scheme will be applied:

- 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 (school grade) x factor 20 = 100
100 x 40% = 40 points

Calculation of the total points:

Sum price points + Quality points = 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 27.11.2021.

10. Procurement Procedure

10.1 Procedure type

The procurement is handled via a public tender.

10.2 Deadline of submission and period of validity

- Deadline of submission is **Wednesday 27.10.2021, 12:00 am (CET)**.
- Your quote must state the period of **validity until the 27.11.2021**.

10.3 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).

10.4. 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.

10.5 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.

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

Consultant

- hereinafter referred to as the

Art. 1 Description of services and duties of the Consultant

(1) The Consultant is responsible to design a training module that enables trainees and participants to apply the Sphere Standards in urban settings in coordination with the GRC Lead Urban and one Sphere representative who will form the Project Team (PT) and will be the first focal points of contact of the Consultant. The Training should correspond well with existing training formats on related topics both by Sphere and the IFRC.

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: Developing a Training module to support the application of the Sphere Standards in urban settings
- 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% after the online workshop / end of November
- 30% after the Consolidation of findings and training outline
- 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 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 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.