



German Red Cross – General Secretariat  
Division 6 – International Cooperation  
Carstennstr. 58  
12205 Berlin  
Germany

Berlin, the 21 October 2021

## **Advisor for staff health and programmatic health support**

The German Red Cross (GRC) is inviting quotations for the provision of expert advisory services for staff health as well as programmatic health support for its International Cooperation Division.

The tenderers are requested to read this document carefully and ensure compliance with all instructions therein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise.

### **Procurement procedure**

The procurement is handled via a public tender.

### **Context**

GRC is looking for an advisor for the provision of expert support to the International Cooperation Division with regards to staff health support for GRC staff working abroad, and health-related programming as required.

### **Staff Health**

GRC is currently supporting programs in almost 50 countries worldwide with approx. 80 - 90 international staff<sup>1</sup> continuously based and working abroad. As part of their briefing, mid-term briefing, and debriefing, the delegates receive a full medical check-up (incl. vaccinations) by accredited medical practices. They are also equipped with a first aid kit containing the most essential consumables and medicines. Furthermore, delegates have confidential sessions with psychosocial coaches as part of their briefings. Apart from these mandatory sessions during the briefings, delegates may contact the coaches anonymously at any time during their assignment. The security regulations for each country include provisions and information in case of medical

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<sup>1</sup> This number does not include staff deployed as part of the rapid response or rapid deployment mechanisms (e.g. Emergency Response Units)

emergency, including medical evacuation. In-depth assessments on the health system and services available in most of the countries are provided by the GRC flight service.

In light of these existing processes and services, no full-time position for staff health support is required for the International Cooperation Division. Yet, as also the COVID-19 pandemic has highlighted unmistakably, GRC must be able to provide medical advice to its staff working abroad in case of medical emergencies, questions, or concerns as part of its duty of care. This expert medical advice and support is to be ensured through the advisor position being sought here.

National staff working with GRC in the respective countries is usually employed via the National RC/RC Society (NS), IFRC or ICRC (depending on context); the duty of care and medical coverage lies hence with their employer. However, GRC regards the national staff as part of the GRC team without distinction. Therefore, if a situation should require, medical advice and support is to be provided regardless in coordination with the employing RC/RC partner.

### *Programmatic health support*

As part of its programmatic support and partnerships with National RC/RC Societies, GRC is committed to strengthen and expand its assistance to health-related programming. While GRC continues to base its support on the needs in country as well as the mandate and capacities of the respective NS, certain focus areas have been identified. Given the decentralized and volunteer structure of NS, a main added value of RC/RC work is seen in community outreach, disease prevention and health promotion. Thus, a community-based and Public Health centered approach to health programming is being promoted. A particular focus is put on the assistance to outbreak preparedness and response. Thereby, GRC regards Health and WASH as irrevocably interconnected.

The current structure and capacities at GRC HQ do not allow to cover all requests and tasks related to health programming and partnerships, particularly during peak times of project or strategy developments. Therefore, additional support is sought through this consultancy.

Given the mostly ad hoc and global nature of the task, the consultant is not required to be based at GRC HQ in Berlin, but the support can be provided remotely (mainly by use of email and MS Teams). This set-up requires that the consultant has access to a sufficiently good internet connection and that availability to ad hoc requests and questions can be ensured.

## Expected outputs

The objective of the assignment is the provision of expert advisory services for the International Cooperation Division of GRC in relation to staff health for GRC staff working abroad as well as programmatic health support. The services are to be provided as part of a framework agreement which is to be concluded between GRC and the consultant for the period of 36 months (until end of December 2024). The consultancy may be conducted remotely.

The tasks of the advisory cut across all Departments of GRC's International Cooperation Division and are to be conducted in coordination with the respective Managers and Heads of Department, as applicable. The line management lies with the Health Cluster Lead.

### **Staff Health:**

In coordination with the Head of Operations and National Society Cooperation Department, the Security Manager, the Head of Risk Management Department, the International HR Department and/or others (as required), the advisor is expected to:

- Provide confidential medical support and advice to GRC staff working abroad, as required
- Provide support and advice in case of medical emergency involving a GRC staff member working abroad
- Provide relevant medical support and advice in relation to risk management and security processes (incl. Medical Evacuation, PEP Kit, etc.)
- Support and advise the development of guidance documents and regulations in relation to staff health
- Provide support in case of deployment of staff to areas with heightened health risks (incl. pandemic / epidemic conditions and restrictions)
- Research and share information on relevant health topics (e.g. COVID-19 vaccines / vaccination)
- Liaise and exchange with staff health focal points of IFRC, ICRC, or others, as required
- Provide support to mission preparation of delegates (incl. revision and provision of medical kit / Reiseapotheke)
- Support GRC management in decisions involving medical factors

The staff health related tasks are to provide support and advice only; decisions are taken by the respective Heads of Department.

### **Programmatic / technical health support:**

In coordination with the respective Country Managers and Project Delegates, the Health Cluster Lead, the Emergency Health Manager, the Managers for Institutional Partnerships and/or others (as required), the advisor is expected to:

- Support the development, implementation, and evaluation of health-related projects
- Conduct project visits, if required
- Support donor dialogue and strategic developments in the health sector
- Participate in relevant technical working groups and coordinate with partners, as required

The concrete tasks and products and working days allotted will be agreed between GRC and the advisor in short briefings when needed according to capacity but at least once a month.

## Consultant profile

The consultant must meet the following criteria:

### Obligatory

- Doctor of Medicine (MD)
- Master's degree in Public Health
- Explicit working experience in the field of staff health in the humanitarian sector (ideally with the RC/RC Movement)
- Minimum 15 years working experience in humanitarian assistance and development cooperation
- Minimum 5 years of working abroad / in humanitarian settings
- In-depth knowledge of and relevant working experience with the RC/RC Movement is a must
- Experiences in rapid response deployments with the RC/RC Movement
- Experience in supporting the preparation of health-related project proposals (preferably for the German Federal Foreign Office / GFFO, the German Ministry of Economic Cooperation and Development / BMZ, DG ECHO, DG INTPA / DEVCO)
- Experience in supporting and partnering with national or local partner organizations
- Ability and motivation to work in a dynamic and international team in a flexible and cooperative way
- High analytical and concise writing, conversation and presentation skills (in both German and English)
- Ability and willingness to conduct project and on-site visits

### Preferable

- Previous working experience with GRC is of strong advantage
- Language skills in French, Spanish are of strong advantage

## Content of tenders and alternative offers

All tenders submitted must comply with the requirements in the tender dossier and comprise of:

- A Curriculum Vitae
- Brief letter of motivation summarizing relevant experiences and qualifications
- Statement of availability for continuous work from the beginning of the consultancy until end of December 2024
- A signed declaration of conformity (in Annex)
- Financial offer indicating the **net daily rate in Euro (8 hours equals one working day) and total sum** for 36 months, calculating 100 days per year on average

Alternative offers are permitted and must be marked as such.

## Submission of quote and further communication

Due to the ongoing global pandemic of COVID-19, the following forms of submission of tender proposals are permitted:

1. Submission of quotes, including annexes and supporting documents, in a sealed envelope. Please state on the envelope:

Tender Documents – Please do not open! Ref. 2021-10-001-Health and send it to the following address:

### **Deutsches Rotes Kreuz e.V.**

Generalsekretariat  
Bereich 6 - Internationale Zusammenarbeit  
Carstennstr. 58  
12205 Berlin  
Deutschland

2. Submission of proposal in E-Mail protected with a password as attachment to [f.kellerhaus@drk.de](mailto:f.kellerhaus@drk.de) and [l.michel@drk.de](mailto:l.michel@drk.de) stating “Tender documents” and the reference number “2021-10-001-Health”.

Tenderers must raise questions online to this e-mail address [f.kellerhaus@drk.de](mailto:f.kellerhaus@drk.de) and [l.michel@drk.de](mailto:l.michel@drk.de) 4 days prior to the deadline for submission of quote latest, otherwise the extension of the deadline is not feasible anymore.

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

## Deadline of submission and period of validity

The submission deadline for the complete tender documents is on the **05.11.2021** at 12:00h midday (Europe/Berlin time zone). The tender documents must state the period of validity until **05.12.2021**.

## Evaluation & award of contract

The decision for the award of contract will be based on the following criteria and evaluation scheme:

- Qualification in medicine, public health, and staff health (30%)
- Relevance of previous experience in staff health and health programming (30%)
- Availability (pre-condition)
- Daily rate (30%)
- Language skills (10%)

Evaluation scheme:

- 0 points = criteria were not fulfilled
- 1 point = fulfilled criteria inadequately
- 2 points = fulfilled basic criteria
- 3 points = fulfils all criteria
- 4 points = fulfils 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.

*((Cheapest offer price / Offer price to be valued) x 100) x Weighting factor = 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:

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

Calculation of the total points:

*Sum price points + Quality points = Total points achieved*

In case of competitive procedure, GRC reserves the right to award a contract based on the first non-negotiated offer.

The GRC may – but is not obliged to - ask each tenderer individually for clarification of its quote including, samples, breakdowns of prices etc. within a reasonable time limit to be fixed by the evaluation committee. The samples will remain property of the GRC. The tenderer must bear possible additional costs for a sample delivery abroad.

### **Terms of contract**

The award will lead to a framework agreement with GRC for the period of 36 months, which is attached to this tender as a draft.

GRC intends to conclude a framework agreement with only one contractor. The maximum volume of the framework agreement is finally set at 150.000,00 EUR (net) – respectively 50.000,00 EUR (net) per year. The contract ends automatically after reaching the budget limit. The Contractor shall not be entitled to be awarded certain orders or a certain number of orders.

The contract starts from signature and ends ordinarily on 31.12.2024

GRC plans on working and communicating closely with the consultant via online communication channels and will discuss and agree on concrete tasks and products in short briefings when needed but at least once a month.

The draft contract sent with the invitation to tender contains the specifications of GRC of the contractual relationship with the consultant and is the basis for the processing of the contract after its award. The bidder may propose alternative contractual arrangements.

In the event of the contract being awarded, the key contractual points listed in the specifications/framework agreement shall apply. These key points of the contract may be further specified in the bids.

The client reserves the right to extend the framework agreement unilaterally under unchanged conditions once for a period of 2 months. The consultant shall be informed in writing or e-mail of the use of the option no later than three months before the end of the contract term. In the event of this option being exercised, the prices stated in the financial offer shall remain fixed for the further term of the contract.

### **Proposed timeframe**

The advisory services shall be provided following the contract award/signature of contract and last no longer than end of December 2024. GRC estimates on average 100 days of work per year depending on the capacity.

### **Terms of delivery and payment**

GRC will analyze and discuss the advice and support given as well as any draft products with the consultant before each monthly payment of the framework agreement.

The deliverables will be approved by the Health Cluster Lead at HQ in Berlin.

At the end of each calendar month, the Consultant shall submit a list of days worked (á eight hours; detailing the content of the work for each day in a bullet point) and a corresponding monthly invoice stating the total sum.

The payment of the invoice for the final month of December 2024 of the assignment will correspond to the final payment.

### **Costs and ownership of tenders**

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

## **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.

## **Self-Declaration**

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

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



## Declaration of conformity

- according to procurement procedures for humanitarian actions -

The candidate

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

\_\_\_\_\_  
address

represented by

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

\_\_\_\_\_  
address

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

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

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

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

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

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

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

\_\_\_\_\_  
signature

# Contract for services

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

- hereinafter referred to as the Client

concludes the following contract with

**#NameAdressConsultant**

- hereinafter referred to as the

Consultant

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

(1) The Consultant is responsible to provide for the provision of expert support to the International Cooperation Division with regards to staff health support for GRC staff working abroad, and health-related programming as required.

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) The Consultant shall provide the advisory and support services from the date of signing the contract until latest 31.12.2024. The Client estimates a total of 100 workdays per year (or on average 8 days per month) will be necessary. The Client will discuss and agree on concrete tasks and products in short briefings, which will take place when needed, but at least once a month.

(3) 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.

(4) 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.

(5) The Consultant shall bear the burden of proof to demonstrate that the contractual service has been provided to the required standard.

(6) 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.

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

Annex 1: Terms of Reference “Advisor for staff health and programmatic health support”

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 must define the concrete tasks in short briefings, which will take place when needed but at least once a month and communicate via online channels closely with the Consultant.

(2) The Client shall pay xxxxx,xx € per working day 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.

Given the estimated total of 100 working days per year, the Client shall pay a maximum amount of xxxxx,xx € only for the entire assignment period.

No additional remuneration shall be paid, unless additional services are mutually agreed upon between the Client and the Consultant.

(3) At the end of each calendar month, the Consultant shall submit a list of days worked (à eight hours; detailing the content of the work for each day in a bullet point) and a corresponding monthly invoice stating the total sum.

Remuneration shall be payable three weeks after acceptance of the monthly submissions and the written auditable invoice by the Consultant to the Client in line with

the requirements in Article 1 (7) of this contract.

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

(4) In case of project visits or other travels, the Consultant will organize all travel arrangements, including booking of hotels and flights, after 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).

(5) The Client appoints Franziska Kellerhaus, Health Cluster Lead, 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) The validity of this contract ends automatically on 31.12.2024 if no extension has been granted.

(2) 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 to exist.

(3) 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.

(4) In the case of termination pursuant to Para. 2, 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/she 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/she is entitled, it must be repaid.

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

### Art. 4 Extraordinary reporting obligations

(1) If the Consultant realizes that he/she 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/she becomes aware that this is a distinct possibility, he/she 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/she 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 his/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

.....  
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 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.