

TERMS OF REFERENCE

**MEAL support (including mid-term survey) and mid-term review for Global Project II:
Strengthening and further development of international humanitarian aid and the international
humanitarian system (funded by the Federal Foreign Office)**

1. Background

The German Red Cross (GRC) and the German Federal Foreign Office (FFO) have developed a new form of cooperation to meet priority humanitarian needs more flexibly by strengthening the capacity of sister National Societies (NS) and providing more effective, efficient and timely aid to those affected by crises and disasters.

This new form of cooperation, also known as 'global projects', started in July 2019 with a duration of three and a half years. While Global Project I (GPI) focuses on humanitarian operations in humanitarian contexts, Global Project II (GPII) aims at strengthening the wider humanitarian system by developing new innovative approaches to respond to humanitarian needs more effectively. Both Global Projects are expected to work closely together and to create linkages where possible. The thematic areas covered under GPII are anticipation, disaster risk reduction, health and working in urban contexts.

All projects covered under GPII have separate logframes and are monitoring their activities independently but contribute to an overall GPII logframe.

The consultancy will focus on 2 tasks:

- Providing MEAL support and support the GPII teams in carrying out a mid-term survey and
- Carrying out a mid-term review workshop with the GPII sub-project teams working on humanitarian assistance in urban settings, anticipation, disaster risk reduction and health.

2. Purpose and users

2.1. MEAL support and mid-term survey

The *main purpose* of the MEAL support and mid-term survey are to strengthen the MEAL efforts of the sub-projects of GPII and to ensure that the team complies with donor regulations. The MEAL system should help to track on and report progress, allow for learning, facilitate the decision-making and corrective measures of the grant manager and reinforce accountability.

The *key users* of the MEAL support will be the sub-projects of GPII (health, urban, DRR and anticipation including anticipation hub). The key users of the mid-term survey will be the broader GPII team, the GFFO and a future consultancy team for an end evaluation.

2.2 Mid-term review workshop

The mid-term review workshop aims at a joint review on the project progress so far, analyzing the success stories and the challenges and identify solutions to reach the project objectives until end of December 2022. The focus is on the individual sub-projects (anticipation, DRR, urban and health), the collaboration between the thematic sub-projects and the collaboration with GPI (humanitarian operations). The spirit of the review process and workshop should be learning oriented and include all stakeholders in the identification of solutions.

3. MEAL support and review scope

The MEAL support and the mid-term survey will support the teams in their MEAL efforts and inform the review process including an end evaluation at the end of the project (December 2022). Furthermore, the support is aiming at improving the decision-making of the head of units and the GPII grant manager.

The review will collate and consolidate knowledge and experience gained during the implementation of GPII since its start in July 2019. The results of the review will be used for a management response to ensure that the teams reach the GPII objectives during the last year and to inform the elaboration of a possible next phase.

The key questions will be developed jointly in an inception workshop.

4. Design and methodology

This MEAL support and review process will be undertaken by an independent and external evaluator or MEAL expert(s) and/or a team of evaluators. The consultant(s) will be supported by relevant colleagues at GRC HQ and field as well as relevant staff of RCRC Movement partners as required. The MEAL support and the review are commissioned by the grant manager GPII. The consultant(s) will report to the grant manager, who will act as evaluation manager.

The consultant(s) will propose a comprehensive methodology for the 2 components in the inception report and present/discuss it in an inception workshop.

They are encouraged to consider several approaches that enable constructive feedback, honest reflections and joint learning. The methodology must include:

- Desk review of relevant RCRC Movement and GRC documents, incl. guidelines and processes

- Desk review of key project documents (including concepts, proposals, reports, performance monitoring data etc.)
- Key informant interviews and focus group discussions with relevant staff of the GRC and RCRC Movement partners, including colleagues of the respective host NS involved in planning and implementation of GRC medium-term emergency assistance projects
- Participatory workshop methodologies using innovative tools and approaches (virtual or in-person meeting)
- Data analysis and synthesis of findings

The consultant(s) will have access to relevant documents, including RCRC Movement and GPII concepts and procedures as well as documentation of the subprojects, including planning sheets and reports. These documents are confidential but can be cited and used in the MEAL support process and the review. Information which could do harm to any stakeholder if published should be treated in a confidential way. The decision about the publication is the right of GRC.

It is assumed that at least some interviews will be conducted remotely. The review workshop will take place at GRC HQ if the situation allows.

5. Deliverables and Timeline

5.1. Timeline

Date	Task	Responsible person	Days
Beginning of October	Introductory meeting	GRC and consultant(s)	1
	MEAL support and mid-term survey		
Beginning of October	Analysis of relevant documents (GRC HQ): guidelines, proposals, logframes, reports etc.	Consultant(s)	4
Beginning of October	Development of inception report	Consultant(s)	3
Mid-October	Presentation and discussion of inception report and agreement on approach proposed	GRC and consultant(s)	2
Mid-October	MEAL support, mid-term survey preparation and kick-off meeting	GRC and consultant(s)	1

Mid-October to end October	Implementation of MEAL support and mid-term survey: desk review, consultation and interviews	Consultant(s)	20
End October	Data analysis and synthesis of findings	Consultant(s)	5
End of October	Preparation of mid-term survey report	Consultant(s)	3
Beginning of November	Validation workshop: presentation of preliminary findings and recommendations, discussion and validation with GRC	Consultant(s)	1
Beginning of November	Preparation of final report	Consultant(s)	1
	Review Workshop		
Beginning of November	Preparation of the review workshop GPII: meetings with the sub-projects, the grant manager, GPI resource persons etc.	Consultant(s)	8
Mid November	Implementation of review workshop	Consultant(s)	1
End November	Draft report of the review process	Consultant(s)and GRC	3
Beginning of December	Presentation of main findings of the review process and validation of main lessons learned	Consultant(s)and GRC	2
Beginning December	Final discussion (including acceptance report and appraisal)	Consultant(s)and GRC	1
Total			56

The consultancy will take place between October and December 2021. The end of contract will be 31 December 2021.

5.2. Reporting

5.2.1. Inception report

The consultant (s) are expected to submit an inception report within the first seven days of the contract. The inception report offers the opportunity for the consultant(s) and GRC to clarify the contract and the ToR.

The inception report should not be longer than 5 pages and should clearly articulate the approach, methodology and tools to be used for the evaluation. Any adjustments and clarification of the ToR are to be highlighted in the inception report.

The inception report should be delivered before the consultancy starts and it should contain:

- The key data of the consultancy (project title, project data, commissioner of the consultancy, contractors etc.)
- Understanding of the ToR and feedback/amendments (if any)
- Status of the MEAL support (and mid-term survey) preparation (team, timetable, distribution of tasks, reporting) plus the mid-term review workshop
- Design: Chosen methods, approach, and steps for their implementation
- Tools for their implementation (questionnaires, data processing and analysis etc.)
- A draft implementation plan for the MEAL support and review process.

The inception report will be discussed with GRC and the consultant(s). Any changes of the ToR need an agreement of both parties as they might change the conditions and thereby the contract between GRC and the consultant(s).

5.2.2. Mid-term survey report (including MEAL support)

The mid-term survey report is based on the review of secondary information and analysis of the primary information collected through consultations and individual and group interviews. The results of the mid-term survey report will first be discussed with GRC and the partner/s and will serve as basis for the preparation of the review workshop. The consultant(s) will present the mid-term survey report in the validation workshop.

5.2.3. Review workshop

A review workshop will be organized at GRC HQ in order to discuss and validate the preliminary findings, lessons and recommendations proposed by the evaluator(s). GRC, and possibly relevant RCRC Movement partners will come together (remotely) in the validation workshop and might suggest additional recommendations if necessary.

Possible content of the workshop:

- Presentation and discussion of the preliminary evaluation report
- Validation of findings, lessons and recommendations by stakeholders
- Collection of additional observations or recommendations

The consultant(s) will present a structure for the workshop as part of the preparation process.

5.2.4. Final review report

The final GPII review report should be delivered within one week of the review workshop. All MEAL support and review works, inception report, mid-term survey report, and review report should be delivered in English language.

The consultant(s) will formulate recommendations and incorporate the inputs obtained from the validation process in the final reports, including additional recommendations from the workshop participants. The report will have to be approved by German Red Cross (GPII Manager and M&E Manager at GRC HQ Berlin).

The final review report should, as a minimum, include the following elements and should not exceed 20 pages (excluding annexes):

- Fact sheet – main findings, recommendations and lessons learnt (1 page)
- Executive summary – a tightly drafted, to-the-point, free standing document (5-10 pages max.) with an overview of the methodology, key questions, and key findings, conclusions, lessons learnt and recommendations.
- Introduction – with purpose of the review, scope, key questions, short description of the project to be reviewed and relevant framework conditions.
- Review design and methodology
- Key findings with regards to the questions specified in the ToR
- Conclusions based on evidence and analysis
- Recommendations as expected in the ToR, which are relevant and feasible and targeted to the respective audience (to differentiate by target audience for project team, partner organisations, GRC management, GRC evaluation unit)
- Lessons learnt, as generalizations of conclusions for a wider use
- Annexes (ToR, list of consulted persons/organisations, consultes documentation, literature, etc.)

Key findings, conclusions and recommendations should be presented in a clear and transparent way, possibly put next to each other in a table to demonstrate the logic. In general, the use of visuals is highly recommended (infographics, maps, etc).

Contract administration and overall coordination at GRC HQ in Berlin

Contact: Franziska Waldvogel and Alexandra Rüth

Email: f.waldvogel@drk.de and a.rueth@drk.de

6. Review quality and ethical standards

The consultant(s) should take all reasonable steps to ensure that the review is designed and conducted to respect and protect the rights and welfare of people and the communities of which they are members, and to ensure that the evaluation is technically accurate and legitimate, conducted in a transparent and impartial manner, presenting reliable and representative findings and contributes to organisational learning and accountability. Therefore, the consultant(s) should adhere to the evaluation standards of the IFRC.

The final report will be evaluated by GRC based on a checklist of criteria (see annex). The consultant(s) will receive feedback from GRC before the final payment of the contract is approved.

7. Dissemination of review results and their application

The following organisations will receive the final report: GRC, relevant RCRC Movement partners, the donor and other interested stakeholders.

GRC can publish and make this report available through online and/or offline means as and when deemed necessary.

The accepted recommendations will be used by GRC as well as RCRC Movement partners for the further planning under GPII, for their overall organizational learning and the planning of follow-up projects.

8. Application and selection details

8.1 Qualifications

- Demonstrated experience in quantitative and qualitative data collection and analysis required
- Demonstrated experience evaluating programmes and projects of humanitarian assistance required; experience in DRR, anticipation, working in urban contexts or health preferred
- Demonstrated experience in process analysis and/or organisational development for private/public/non-profit clients preferred
- Experience of evaluating Red Cross/Red Crescent Movement programs or projects is evaluated positively
- Working experience within the RCRC Movement preferred
- Fluency in written and spoken English required

8.2 Application material

- **Technical offer:** Proposed methods and plan for the evaluation with approximate number of days for each deliverable. Variants (alternatives to the model solution described in the tender specifications) are allowed.
- **Financial offer:** Proposed costs with breakdown by deliverables, including consultant rates (indicating the daily rate (8 hours equals one working day)) and estimated person days, expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euros. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation. The financial offer shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT.
- **CVs of the proposed evaluator(s):** If there is more than one consultant on the proposed evaluation team, please submit the CVs for all of the team members.
- **Copies or links to relevant evaluations** undertaken in the last 5 years (if any)
- **Professional references:** Names, addresses, telephone numbers of three representatives of organizations that will act as professional referees.
- **Contact person for evaluation:** Full name, telephone number, e-mail address, physical address.

8.3 Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract. The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

8.3.1 Eligibility criteria

- Tenderer must have a proven record of
 - performing quantitative and qualitative data collection and analysis
 - performing evaluations of humanitarian assistance projects and/or programmes
 - fluency in written and spoken English
- Tenderer must submit all required documents

8.3.2 Award criteria

- Price (30%)
- Quality of technical offer
 - proven understanding of overall task at hand (10%)
 - pertinent and credible methodology proposed to cover the scope of the task at hand with a sufficient level of sophistication and detail to generate reliable results (30%)
 - relevant experience of evaluator(s) (20%)
 - feasibility of workplan given the envisaged timeframe (10%)

Alternative offers are permitted and must be marked as such.

The following evaluation scheme will be applied:

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

The total number of points achieved by the respective offers calculated by determining the price point value (PPW) and the quality point value (QPW). Based on the point values calculated in each case, the total number of points is determined according to the weighting of price and quality.

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

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

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

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

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

Calculation of the total points:

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

9. 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. 2021-07-002-MEAL- 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.waldvogel@drk.de and a.rueth@drk.de stating "Tender documents" and the reference number "2021-07-002-MEAL".

Tenderers must raise questions online to this e-mail address f.waldvogel@drk.de and a.rueth@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).

10. Deadline of submission and period of validity

The submission deadline for the complete tender documents is on the **17th August 2021 at 12:00h midday (Europe/Berlin time zone)**. It must state a period of validity until 31.09.2021. The outcome of the selection process will be communicated before that.

11. Procurement procedure

The procurement is handled via a public tender.

12. 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.

The GRC will use the transmitted data in accordance with the DSGVO.

Declaration of conformity

- according to procurement procedures for humanitarian actions -

The candidate

name/company

address

represented by

representative's name

address

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

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

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

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

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

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

place, date

signature

Contract for services

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

- hereinafter referred to as the Client

concludes the following contract with

#NameAdressConsultant

- hereinafter referred to as the

Consultant

Art. 1 Description of services and duties of the Consultant

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

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

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

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

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

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

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

Art. 2 Duties of the Client

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

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

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

- 30% upon submission of the final inception report,
- 30% upon completion of data collection and submission of the draft evaluation report,
- 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) Either the Client or the Consultant may effect standard termination of this contract at any time by giving the other party two weeks' notice; no grounds for termination need exist.

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

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

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

Art. 4 Extraordinary reporting obligations

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

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

Art. 5 Rights of use / Intellectual property

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

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

Art. 6 Third-party rights

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

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

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

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

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

Art. 7 Data protection & Confidentiality

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

Art. 8 Obligation to surrender possession

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

Art. 9 Set-off 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.

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German Red Cross

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xxx

Consultant

RULES OF CONDUCT

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

- **the INTERNATIONAL COMMITTEE OF THE RED CROSS (ICRC)**
- **the INTERNATIONAL FEDERATION OF RED CROSS AND RED 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.