

**MINISTRY OF FOREIGN AFFAIRS OF DENMARK**

**DANIDA** | INTERNATIONAL  
DEVELOPMENT COOPERATION

# **Staff Regulations**

## **Advisers on Long-term Assignments**

Part 1 of 2

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## **INTRODUCTION**

“Staff Regulations - Advisers on Long-term Assignments” and the related annexes (collective referred to as the “Staff Regulations”) describe the conditions of employment for persons posted by the Ministry of Foreign Affairs of Denmark /Danida on contracts of not less than 24 months duration as Advisers. This regulation also applies for postings in Europa, South Korea and USA however with a few modifications. The term “Danida”, the Ministry and the Embassy is for the purpose of these Staff Regulations synonymous with the Ministry of Foreign Affairs. The term “Host country” is synonymous with “Duty Station” which means the country where the adviser will be working.

The Staff Regulations are published in English. The Staff Regulations form an integral part of the contract of employment entered under Danish law between the Ministry and the Adviser.

Advisers are required during the course of the contract to notify the Embassy or the Ministry forthwith in writing of any significant changes in their personal circumstances, which might affect entitlement to salary, allowances or reimbursements. Such changes include, but are not limited to, birth or adoption of a child, entering or terminating a marriage/partnership or declared cohabitation, spouse’s occupational situation and absence from the Duty Station for three months or more of dependent family members for whom allowances are paid. Should the Adviser neglect to notify the Ministry promptly of such changes, the amount of any overpayment will be recovered by deduction from the Adviser’s salary payments. Wilful neglect of the duty to notify changes will entitle the Ministry to terminate the contract of employment on the grounds of serious misconduct.

Local conditions and circumstances may necessitate that the Embassy impose a restrictive interpretation on certain provisions in the Staff Regulations, for example in order to maintain acceptable standards of accommodation or in the interests of personal security.

This present version of “Staff Regulations - Advisers on Long-term Assignments” applies to all posts advertised from 1 February 2018.

## 1. CONTRACT

A contract of employment shall be entered into between the Adviser and the Ministry before the Adviser may take up the post. Contracts are normally entered for a term of two or three years and are governed by the laws of Denmark, disregarding its rules on conflicts of laws.

The contract of employment is conditional on the acceptance of the services of the Adviser by the designated host country at the Duty Station. Should this acceptance not be accorded, the contract will be void and cease forthwith. The acceptance may take up to several months. The Contract will not begin, and the adviser may not start working before the approval is obtained. The contract applies exclusively to the post specified in the contract and does not oblige the Ministry to transfer the said contract or any rights pertaining to it to any other post whatsoever.

The contract includes a calculation of basic salary, allowances and other benefits and sets out the terms of employment.

The contract may also for posting to some countries be subject to approved physical and psychological testing.

The contract of employment is prepared based on information provided by the Adviser at the time of recruitment. The Adviser has a duty to notify the Ministry of any subsequent changes pertaining to any allowance or entitlement due under the contract. This duty includes notifying the Ministry of any allowance or benefit receivable by the Adviser's spouse/partner in connection with her/his own personal contract of employment, if any, at the Duty Station, which might duplicate a similar entitlement under the Adviser's contract of employment with the Ministry. In such case, the Ministry reserves the right to cancel the pertinent allowance or entitlement in the Adviser's contract of employment without further notice.

The Adviser must avoid conflicts of interest in relation to their employment with the Ministry and in their relations with the host organisation and government. In consequence, the Adviser may not enter into any other form of paid employment nor pursue any private business interests which may be construed as affecting their impartiality as Adviser. In case of doubt, the Adviser is required to consult the Danish Embassy.

### **Taxation**

All amounts specified in the Staff Regulations and the contract of employment are gross amounts. The tax implications of the employment to the Advisor are of no concern to the Ministry of Foreign Affairs. The Ministry of Foreign Affairs will, however, withhold tax, social contributions etc. and report to the tax authorities if required by law. The Advisers are personally responsible for clarifying their taxable status and obligations directly with the Danish tax authorities and if applicable with the relevant authority in their country of domicile or permanent residence and their host country of the Duty Station.

It is the sole responsibility of the adviser to pay all and full applicable pension/social contributions, as required by any law and regulation.

The adviser is fully responsible for correct and timely payment of all applicable taxes and duties and undertakes to ensure that all tax obligations are duly observed by the Adviser. The Ministry of Foreign Affairs does not offer any exemption from payment of taxes, neither will the Ministry undertake negotiations or communication with tax authorities on behalf of the adviser. The Ministry of Foreign Affairs shall not take any responsibility or liability or obligation whatsoever to reimburse any taxes which may be imposed on the Adviser in connection with any salary or payments made under this contract of employment or the Staff Regulations.

## 2. BASIC SALARY AND PENSION CONTRIBUTION.

The Adviser will be paid a basic salary and an additional pension contribution as detailed below. A full specification of all salary components and allowances to be paid to the Adviser will form an integral part of the contract of employment.

### Post classification

There are the following post levels:

*Junior Adviser*

*Adviser*

*Senior Adviser (N2)*

*Senior Adviser (N1)*

The post classification is done before any recruitment is initiated and is based on an assessment of the qualifications required, the extent and complexity of the responsibilities to be undertaken, and the organisational structure in which the Adviser will work. The post classification is therefore an independent process not affected by the qualifications or experience of the Adviser subsequently selected to fill it.

### Placement of the Adviser on the Ministry basic salary scale

The recruited person is placed on the basic salary scale for Advisers. This scale is based on the Danish Common Academic Salary Scale and adjusted periodically.

- *Junior advisers* with a university degree/higher education and limited work experience are placed on grade 4.
- *Advisers with a completed apprenticeship/vocational school education* are normally placed at grade 4.
- *Advisers with a professional qualification*, such as teachers or nurses, are placed at grade 4.
- *Advisers with a university degree/higher education* are placed at grade 6
- *Senior advisers (N2)* are placed as special consultants. One grade for the entire duration of the contract.
- *Senior advisers (N1)* are placed as chief consultants. One grade for the entire duration of the contract.

### Basic salary scale (as of 1 December 2017)

Scale:	Annual salary
Grade	DKK
3	301.699
<b>4</b>	<b>301.699</b>
5	325.155
<b>6</b>	<b>346.548</b>
7	350.980
8	367.626
<b>SR N2</b>	<b>476.927</b>
<b>SR N1</b>	<b>513.350</b>

### Pension contribution or allowance

All Advisers are entitled either to a standard pension contribution or to a pension allowance, at the percentage rate set forth in the collective agreement applicable for academics employed by the Danish state (in Danish: *Overenskomst for akademikere i staten*). The Ministry pays in both cases the employer's share and the employee's share of the contribution, in total 17.1 % (2017 level) of the basic salary as defined above.

If the Adviser is a Danish national, the Ministry will pay the pension contribution directly into a pension plan in Denmark chosen by the Adviser, provided it leads to regular lifelong payments from the date of retirement ("livsvarig rate pension") and includes disablement payment to the Adviser. Pension plans in Denmark are subject to the approval of the Agency for the Modernisation of Public Administration who also decides on any application to cash in the pension plan before it matures.

If the Adviser is not a Danish national a pension contribution allowance will be calculated using the same percentage rate and paid directly to the Adviser as part of the Advisers monthly salary package.

The tax treatment of the Adviser's pension scheme is the sole responsibility of the Adviser and the Ministry of Foreign Affairs is not liable for any adverse consequences, including tax consequences, of pension arrangements made by the Adviser.

The Ministry of Foreign Affairs encourages the Adviser to obtain professional advice prior to making pension arrangements.

By accepting employment under these Staff Rules, the Adviser acknowledges and accepts that the Ministry of Foreign Affairs has no obligations towards the Adviser and his/her next of kin in relation to old-age pension, sickness or disability benefits etc.

**Payment of salary****Entitlement**

The Adviser is entitled to salary from the date on which the contract begins and until the last day of the contract. Initial and final travel must be carried out using the most economically and most direct route possible, and diversions or prolongation of the journey for personal convenience does not entitle to pay or benefits for the extra time incurred.

**Disbursement**

Salary is paid monthly in arrears.

If the Adviser is a Danish national, the payment will automatically be disbursed into the NEM-ID-account. If the Adviser is a non-Danish citizen, the salary disbursement will be made into the Adviser's bank account of choice. For foreign transfers a transfer fee might occur which will be deducted from the Adviser's pay.

Any further transfer of funds from the said account is the sole responsibility of the Adviser and the Ministry of Foreign Affairs cannot assist in nor pay for such services.

**Initial advance**

The Adviser may request the Ministry of Foreign Affairs for a salary advance once the contract has been signed. An advance of DKK 100,000 may be granted, for purchase and transportation of a car or other establishment expenses to set up home at the Duty Station. No further advances can be given.

The advance will be recovered from the Adviser's salary payments in 18 monthly instalments or faster if the contract is less than 18 months. Should the contract be terminated for any reason and by either party before the advance has been fully repaid, the Ministry will deduct any outstanding balance from final payments due to the Adviser.

The Embassy will be entitled to request the Adviser to use the vehicle for duty travel at the destination, in which case mileage will be reimbursed as specified by the Danish Agency for the Modernisation of Public Administration.



### 3. ALLOWANCES AND OTHER BENEFITS

#### **Adviser allowance**

An Adviser allowance of DKK 77.635 annually (December 2017 level) is paid to all Advisers, in recognition of their expected substantial work experience.

#### **Personal allowance**

For posts classified at the Adviser level an additional fixed personal allowance of DKK 51.615 will be paid. The additional personal allowance is not payable in posts classed as N1 or and N2, as the higher basic salary level for these posts includes an element reflecting the higher level of responsibility involved. Neither is the allowance payable for posts classified at the Junior level.

#### **Hardship allowance**

A hardship allowance is paid to Advisers when the Adviser and dependent family members take up residence for a minimum period of at least 183 consecutive days in a year at a Duty Station classified by the Ministry as particularly arduous, currently:

Afghanistan, Bangladesh, Bolivia, Burkina Faso, Myanmar, , China, Egypt, Ethiopia, Ghana, Indonesia, Iran, Kenya, Lebanon, Libya, Malaysia, Mali, Morocco, Mexico, Mozambique, Nepal, Niger, Nigeria, Pakistan, Palestine, Russia, Somalia, Somaliland, South Sudan, Sudan, Syria, Tanzania, Turkey, Uganda, Ukraine, Vietnam, Zimbabwe.

The Adviser must notify [DANIDAadvisers@um.dk](mailto:DANIDAadvisers@um.dk) without delay should family members join or leave the Duty Station at different dates from the Adviser. The Ministry reserves the right to recover any undue payment of allowance by subsequent salary deduction, should the Adviser neglect to make prompt notification as prescribed.

The amount of the hardship allowance per December 1, 2017 is DKK 10.398 annually for each person from the family accompanying the adviser on the duty station.

#### **Spouse/partner allowance**

A spouse/partner allowance is paid if the Adviser has a spouse/registered partner or cohabiting partner accompanying the adviser on the Duty Station. Cohabitation is recognised for the purpose of this allowance if the couple make a written and joint declaration (Annex 1) that they have lived together in a partnership analogue to marriage/registered partnership for at least 12 months prior to the date of commencement of the Adviser's contract of employment with the Ministry.

Entitlements to spouse/partner allowance and to additional hardship allowance for the spouse/partner will immediately cease, should the couple separate, or the partner leaves the Duty Station

A spouse/partner allowance is not payable if he/she is employed elsewhere.

The allowance for spouse/partner as of December 1, 2017 is DKK 42.413 annually.

The Adviser is obliged to inform MFA via [DANIDAadvisers@um.dk](mailto:DANIDAadvisers@um.dk) if the spouse/partner leaves the country of duty to take up residency in another country, as the insurance will only cover the spouse when he/she is in the Country of the Duty station.

### **Child allowance**

Provided a child takes up residence at the Duty Station, a child allowance is payable until the date of the 21<sup>st</sup> birthday for each child born to or adopted by the Adviser.

The child allowance is only payable to one of the members of a couple concurrently employed on individual contracts by the Ministry. If the spouse/partner receives similar allowances under a separate contract, which she/he may have entered with any employer at the Duty Station, e.g. an NGO, international organization, Embassy or private company, the Ministry paid allowance will be annulled.

The child allowance as of December 1, 2017 is DKK 19.461 annually.

### **OTHER STANDARD BENEFITS:**

#### **Free of charge household removals**

The free removal must be arranged through Alfa Quality Moving A/S (at present the contract holder with the Ministry.) The Ministry will cover the cost of household removals in the volume specified below from the Adviser's primary place of residence at the time of application to the Duty Station on taking up a post, and back to the place of residence as stated by the Adviser at the time of employment.

Removal of household back to domicile should however be done before 4 months after the end of contract.

Removal costs will be paid for relocation from one Duty Station to another under a new contract of employment by the Ministry.

A representative of Alfa Quality Moving A/S s will contact the Adviser before the removal is to take place to arrange the practical details, and to advise on any supplementary freight the Adviser might intend to move at her/his own expense.

Storage expenses will not be refunded.

On taking up the post, the Ministry will cover the costs of door-to-door shipment by surface freight of household removals goods and effects. For an Adviser with dependents within a limit of 30 cubic meters (cbm) if the family members are taking up permanent residence for at least 6 months at the Duty Station. For an Adviser with no dependents the removal limit is 15 cubic meters (cbm). A smaller volume than 30 or 15 cubic meters may not be converted into air freight unless air transport proves to be cheaper than sea freight

On relocation back to the point of permanent residence or to a new recruitment, the Ministry will cover similar costs at the Ministry's expense.

Should furnished accommodation be provided, the normal entitlement to refund of household removal allowance will be reduced by 50%. In exceptional cases where reliable surface freight is not possible, airfreight may be authorized by the Ministry on the recommendation of Alfa Quality Moving A/S.

If a couple are both posted to the same Duty Station on separate contracts as Adviser, Embassy posted staff member, international organization, NGO or private company employee, any removal allowance payable by such employer as contribution to the family removal should be disclosed to the Ministry. The Ministry will only cover the removal costs to which the family would have been entitled under the Ministry contract less the amount of any such parallel contribution or allowance to avoid duplication of benefits.

If the Adviser moves from one Ministry posting to another, entitlement to household removals shall be determined in advance in consultation with the Ministry.

Advisers with permanent residence in the country of service are not entitled to household removals.

The entitlement to household removal arranged by Alfa Quality Moving A/S may under no circumstances be converted to a cash payment in lieu of removals or to a refund the cost of removals arranged independently by the Adviser through another removing company. Moreover, the entitlement to household removal may be forfeited if the employment is terminated due to the Adviser's breach of contract or if the Adviser terminates the contract before agreed date of termination.

### **Free housing**

The Adviser may be provided with unfurnished housing at the Duty Station. This arrangement means that the Embassy pays the rent and running costs directly to the landlord.

Another option is that the Adviser rents suitable accommodation directly on the private market within an estimated average price range and may be subject to Embassy/hosting organisation endorsement of the standard and the security aspects of the intended residence.

The Adviser will enter a rental agreement directly with the owner of the property or the legal agent, to whom the rent shall be paid directly by the Adviser. The Adviser will be fully responsible towards the landlord and the Ministry cannot be held responsible for any claims vis-à-vis the Adviser and the landlord. Once, the Adviser has entered a lease agreement, the salary will be adjusted so that the adviser will be refunded the actual rent he/she pays.

No rental allowance is payable to an Adviser who occupies accommodation at the Duty Station owned by the Adviser or by her/his immediate family members. Failure to disclose such ownership will render the Adviser liable to refund any housing allowance already paid out, and to legal consequences.

**Housing rented by the adviser**

The adviser will be refunded every six months the documented cost for house operating allowances.

The Adviser will be required to pay bills for household running costs at the Duty Station, i.e. supply of gas, water and electricity, garbage disposal, and guards or security services, directly to the supplier or via the landlord.

## **4. REIMBURSEMENTS**

(See part II)

### **TRAVEL COSTS:**

Travel on taking up a post and on leaving it at the end of the contract.

The Ministry covers personal travel costs from the place of residence at the time of application to the Duty Station on taking up a post, and back to the place of residence as stated by the Adviser when leaving the post. Costs are paid to the Adviser, the spouse/partner and their dependent children under 21 who take up permanent residence with the Adviser at the Duty Station. If an accompanying child turns 21 during the term of service, the Ministry will nevertheless cover the expenses for the child's return journey to the place of permanent residence or - if the Adviser is transferred to another post - the child's journey to the new country of service. This should however be done before 4 months after end of contract.

Tickets must be booked with Carlson Wagonlit, who at present is the contract holder with the Ministry for duty travel.

Advisers with residence in the country of service at the time of application are not entitled to travel costs.

### **Duty travel**

In-country travel on official business outside the Duty Station should be agreed in advance between the Adviser and her/his place of work and will normally be refunded from programme or project funds. If the planned duty travel is outside the country of service, it should in addition be approved by the Embassy. In accordance with the policy of the Ministry of Foreign Affairs all refundable duty travel must take place in the most economical and appropriate manner, using discounts and bonus schemes where available. Detailed guidelines are shown in Annex 2.

### **Use of vehicles**

Vehicles financed by the Ministry and operated by the host organisation or government may only be used on official business and not for private transport. Violation of this rule is considered breach of contract. If an Adviser uses her/his personally owned vehicle for duty travel outside the Duty Station, reimbursement may be obtained from the Embassy. In special circumstances - and if authorised by the Embassy or the Ministry - the use of vehicles financed by the Ministry can be used for private purposes.

### **Compassionate leave travel**

Upon application to the Europæiske A/S insurance company, an Adviser or her/his spouse may receive financial support for travel costs for compassionate leave travel necessitated by serious illness or death in the immediate family, i.e. spouse, children and parents. In deciding on such cases, the Embassy will consider whether the purpose of the requested compassionate leave could be served by granting leave in extension of reimbursable duty travel already imminent or planned. Compassionate leave travel support will only be given once in connection with any given family member to be visited.

## EDUCATION COSTS:

The Ministry refunds fees in connection with children's school attendance starting with reception class up to and including grade 9 until finalized upper secondary education ("ungdomsuddannelse") but not beyond the month in which the child turns 21 years of age. No other fees are eligible for refund. Please refer to Annex 3.

For accompanying children expected to continue a higher education upon return to Denmark it is recommended to contact the Danish Agency for Science and Higher Education (in Danish: *Styrelsen for Forskning og Uddannelse*) regarding possible admission restrictions on upper secondary education completed abroad.

### School fees in the country of service or a neighbouring country

Should the child attend school in the country of service or a neighbouring country fees for admission, tuition and other obligatory school charges will be refunded. This definition includes the cost of a bus service provided by the school. If the child is placed at a boarding school, expenses for board and lodging can be refunded. The choice of school in the country of service or in a neighbouring country must be approved by the Embassy.

Other expenses (such as expenses for school uniform, school lunch, school camp, excursions, etc.) will not be refunded.

Kindergarten fees for the last year preceding normal primary school attendance will be refunded as listed below, although at the earliest from the child's fourth birthday.

Danish School system	Int. Baccalaureate (IB)	British School System	American School System	French School System
			Nursery	Petit
Børnehave	Pre-kindergarten		Pre-Kindergarten	Moyenne
Børnehaveklasse	Kindergarten	Reception	Kindergarten	Grande Section/Mat3
1. klasse	Grade 1	Year 1	Grade 1	CP
2. klasse	Grade 2	Year 2	Grade 2	CE1
3. klasse	Grade 3	Year 3	Grade 3	CE2

If the Adviser is located at an isolated Duty Station where normal school attendance is not possible, reasonable expenses for private tuition may be refunded by prior agreement with the Embassy. Such tuition may be provided by an accompanying spouse, if she/he is the only person at the Duty Station qualified to deliver such tuition.

Children of Advisers posted in industrialized countries such as but not limited to USA, Switzerland, UK, Netherlands, Austria, France, Germany, Italy, Belgium shall attend local public schools.

### **School attendance outside the country of service**

If both parents have taken up residence at the Duty Station and the child instead of accompanying them attends a boarding school in the home country or in a neighbouring country, documented expenses for board and lodging for the child will be refunded according to the rates in Annex 3.

If the child resides with family members or friends, or at a student residence home, whilst continuing to attend school in the home country, a fixed allowance will be paid as a contribution to offset the extra costs involved. See Annex 3.

If a child remains with the spouse in the home country, school fees and other expenses for board and lodging will not be reimbursable.

### **Language and other extra tuition**

Subject to prior agreement with the Ministry a fixed allowance (see Annex 3) can be paid towards expenses for necessary extra tuition in languages that will make it possible for the child to attend school after arrival in the country of service. This will not be paid when returning from posting.

## **5. WORKING HOURS**

Working hours will normally correspond to usual working hours at the Duty Station in the country of assignment.

Overtime will not be paid for by the Ministry nor is the Adviser entitled to convert overtime to extra time off, i.e. the contract of employment does not give any right to flexible working hours.

## **6. HOLIDAY**

Advisers accrue entitlement to paid holiday in accordance with the provisions of the Danish Holiday Act (in Danish: *ferieloven*).

Holiday must be planned with due regard to the interests of the Ministry and the specific circumstances and requirements pertaining to the Adviser's assignment and the local host organisation or partner. All holiday must be pre-approved by the Embassy.

The Ministry may with two weeks' notice request that the Adviser takes (in full or in part) accrued holiday.

Advisers must once a year report to the Ministry of Foreign Affairs with information on the dates and number of holidays that have to be taken in order that a reduction can be made of their remuneration in so far as the Advisers have not accrued entitlement to paid holiday.

Upon termination of the contract period, holiday allowance for accrued but untaken holiday will be settled in accordance with the provisions of the Danish Holiday Act; either by payment into the Danish Holiday Fund (in Danish: *Feriekonto*) or by payment directly to the adviser. For further information regarding FerieKonto, incl. procedures related to the disbursement to the adviser of the Holiday allowance accrued, you may refer to: [www.feriekonto.dk](http://www.feriekonto.dk)

Taking of holidays during a contract term is subject to agreement with the Danish Embassy in the country of assignment. No subsidy is payable for vacation travel to Denmark or the Adviser's home country.

In addition to holiday pursuant to the Danish Holiday Act, the Adviser accrues entitlement to two additional weeks' paid holiday per year in total 7 weeks. Entitlement to the additional holiday is accrued in accordance with the principles of the Danish Holiday Act. Holiday pursuant to the Danish Holiday Act must be taken before additional holiday.

Upon termination of the contract of employment all entitlement to additional holiday lapses without compensation being payable to the Adviser. This applies irrespective of the reason for the termination.

A maximum of 2 weeks paid annual holiday may be requested carried forward to the following holiday year.

## **7. LEAVE IN RELATION THE PREGNANCY AND BIRTH**

The Advisers are required to notify the Embassy of pregnancy or intended adoption no later than 3 months prior to the expected date of birth or the date on which the adopted child is to be received into the Adviser's household.

The Adviser is entitled to pregnancy, maternity, paternity, parental and adoption leave in accordance with the statutory rules in force from time to time.

## **8. PREPARATION FOR SERVICE IN A DEVELOPING COUNTRY**

(See Annex 4)

### *Prior to posting*

Advisers are required to complete the Danida Anti-corruption course before departure. Depending on the duty station, the Ministry will send the Adviser the obligatory courses that must be completed before taking up the post. It could include a safety and first aid course as well as the basic security and Travel Safety course. The latter courses are e-learning courses. In some countries the advisers may also have to go



through HEAT (Hostile Environment Awareness Training) Conduct after Capture (CAC) courses and/or a psychological screening

*During posting*

Advisers may participate in relevant seminars and courses arranged by the Ministry and the Embassy in the country concerned.

## **9. INTERNAL REPORTING**

(See Annex 5)

On arrival in the country of service the Adviser and (as applicable) her/his spouse/partner may be given an *introduction* at the Embassy regarding both the work to be performed and also practical and special conditions in the country of service.

Approximately three months after arrival in the country of service the Adviser and (as applicable) spouse/partner is/will be required to draw up an *inception report*.

Shortly prior to contract expiry a *final report* will be required. This report should be forwarded via the Embassy to the Ministry at [DANIDAadvisers@um.dk](mailto:DANIDAadvisers@um.dk).

At regular intervals during the contract period and shortly before the end of the assignment the partner institution, the Adviser and the Embassy will hold a *performance dialogue*, as further described below.

Prior to final departure from the country of service, the adviser and (if applicable) spouse/partner may request a *debriefing with the Embassy*

## **10. PERFORMANCE DIALOGUE WITH THE HOST ORGANISATION**

(See Annex 6)

For practical and legal reasons, the contract of employment is entered between the Adviser as employee, and the Ministry as employer. The services performed by the Adviser will, however, be delivered to a third party, i.e. the host organisation, and the success of the assignment will thus be dependent on close cooperation and dialogue between all three parties. To facilitate and maintain such dialogue the Ministry has a performance dialogue tool, which is further described in annex 6.

The tool is designed to help the three cooperation partners review a number of key factors, such as the continued relevance of the job description, the intended work plan for the Adviser, and the actual institutional context in which the Adviser is working. The performance dialogue also gives the Adviser feedback on her/his perceived performance and provides a structured basis for mutual agreement on adjustment or alignments, which might contribute to optimise outcomes. The performance dialogue tool should not, however, be used as a means to resolve actual conflicts.

The performance dialogue meeting should normally be held 6 months after the Adviser has taken up her/his duties, and repeated at 12 monthly intervals during the remaining contract period. A final meeting should normally be held shortly before the end of the contract period.

## **11. THE ADVISER'S RIGHTS AND OBLIGATIONS**

### **IN RELATION TO THE HOST COUNTRY OF SERVICE:**

Denmark has entered host agreements with most of the countries to which Advisers are posted. Such agreements contain a section on the rights and privileges, obligations and legal status of Advisers in the country of service. Specific programme and project agreements may also contain a section pertaining to Advisers. The Embassy should always be consulted on specific conditions applying in the country of service.

Advisers and members of their families should without exception refrain from participation in political activity or manifestation in the country of service.

### **IN RELATION TO INTERNATIONAL CONVENTIONS AND ETHICAL STANDARDS:**

#### **Import of and trade in endangered species**

Denmark is a signatory to the Washington Convention of 3 March 1973 on international trade in endangered species. Import or trade in endangered species is illegal and will constitute a gross breach of the contract of employment.

### **Respect for Human Rights**

Advisers shall in all respect both professional and private exhibit a scrupulous respect for and observance of Human Rights. Should an Adviser be in doubt as to whether a work assignment is compatible with the above provisions, the Adviser shall refuse to participate and immediately consult the Embassy.

## **IN RELATION TO THE MINISTRY:**

### **Avoidance of conflict of interest**

Advisers may not enter into any other paid or unpaid employment or pursue private business interests during the contract period without the prior written consent of the Embassy. The same applies to other activities taking up significant part of the Adviser's working capacity or which can adversely affect the reputation of the Adviser or the Ministry of Foreign Affairs.

This rule is designed to prevent conflict of interest and to ensure transparency.

### **The Adviser's powers in contractual matters**

Advisers may not enter into binding legal agreements on behalf of the Ministry, the programme or the project without prior written authorization from the Embassy. Rental agreements may, however, be entered on a personal basis in the exceptional circumstances described elsewhere in the Regulations, and if authorised by the Embassy.

### **Confidentiality**

Advisers shall observe confidentiality with regard to information respecting their service that has been designated as confidential by law or other valid provision, by the legitimate owners, or if disclosure would cause significant damage to public or private interests. This duty of confidentiality continues to apply after the termination of the contract of employment.

### **Return of official documents and materials**

Files, documents, books and other official materials placed in the Adviser's custody in connection with the performance of her/his duties shall be returned to the original owner at the end of the contract, unless otherwise agreed with the Embassy.

### **Avoidance of corruption**

No form of gifts, goods or services, or payments may be given or received by Advisers to facilitate, or in connection with, the performance of their duties. Such transactions may lead to allegations of illegal or corrupt conduct. Advisers are required to familiarise themselves with and to strictly observe the current code of conduct or policy guidelines on corruption adopted by the Ministry of Foreign Affairs. These guidelines are available on the Ministry website or from the Danish Embassy, which should be consulted on matters of interpretation or best practice. Allegations of illegal or corrupt conduct may necessitate a suspension of the contract of employment pending investigation. Proven cases will be regarded as gross breach of the contract of employment and result in dismissal and possible legal proceedings. See attachment to the contract and <http://um.dk/en/about-us/economy-and-results/anti-corruptions-policy/>

## 12. HEALTH CONSULTATIONS

(See Annex 7)

### *Prior to posting*

Prior to posting, the Adviser and accompanying family members should be vaccinated against various tropical diseases (the expenses will be refunded by Europæiske A/S . Vaccination certificate for yellow fever is required in connection with travel to and from a number of developing countries.

Danish Advisers may consult the Department of Infectious Diseases, dep. M, at Copenhagen University Hospital (in Danish: *Rigshospitalet*) in person prior to posting, including briefing on specific health risks in the country of service.

**The insurance does not cover diseases or injuries, which existed or have occurred prior to inception of the insurance.**

For non-Danish Advisers it is possible to consult Europæiske A/S of such services in their home country or current place of residence.

### *During and after posting*

While stationed abroad, Advisers may contact the Department of Infectious Diseases, dep. M, at Copenhagen University Hospital concerning health matters. While in Denmark and for up to six months after completed service in a developing country, Advisers and their families may undergo an examination for tropical diseases at Copenhagen University Hospital or one of the other hospitals mentioned in Annex 6 at the Ministry's expense. If this involves travel, Europæiske A/S may, subject to prior agreement, authorise referral to a local specialist in tropical diseases.

As an assessment of the nature and extent of the risk of disease in a geographical area will always contain a degree of uncertainty, it cannot be guaranteed that there will be full concurrence in the advice given when contacting different sources of medical opinion. The Ministry's cooperation agreement with Copenhagen University Hospital ensures Advisers access to the most reliable and updated information available.

The Ministry will ensure the Adviser and accompanying dependent family members' adequate cover for health problems and other risks during the contract period, as detailed in this present document. The Ministry does not cover the cost of any other alternative or elective health insurance plan or coverage.

### 13. INSURANCE COVER

(See Annex 8)

The Ministry of Foreign Affairs ensures adequate group cover for Adviser and accompanying family members stationed abroad, including:

- I Baggage Insurance
- II Sickness and Home Transport Insurance
- III Orthodontics (for further information see “ANNEX 8 Europæiske Insurance Conditions Sept. 2017”)
- IV Disaster and Emergency
- V Accident Insurance
- VI Group Life Insurance
- VII Industrial Injury
- VIII Transportation of private/household effects (transport of cars, boats, and pets are not included)

The coverage provided by the Ministry does not apply during periods of unpaid leave.

**No other insurances are covered by the Ministry.**

The Adviser is urged to ensure to have other insurances e.g. proper third party liability insurance, disability, car insurance, and home insurance.

In part 2, annex 8 the details on insurances can be found.

<https://www.europaeiske.dk/um/rejseforsikring/forsikringsbetingelser>

#### **Emergency assistance**

**If you need emergency assistance in connection with serious illness or injury, visit the local doctor or local emergency room to get a medical evaluation.**

Examples of emergency assistance:

Hospitalization, serious illness or accident, need of transportation by sea or air, need of reference to a doctor or hospital.

**Europæiske ERV**  
**+45 70 21 29 90**  
[erhverv-skade@erv.dk](mailto:erhverv-skade@erv.dk)  
[www.erv.dk/um](http://www.erv.dk/um)  
**Europæiske ERV Alarm (24 hrs):**  
**+45 70 10 90 30**

## Non-emergency assistance

If you need non-emergency assistance you can contact SOS' Claims Department in Denmark

Europæiske ERV  
 +45 70 21 29 90  
[erhverv-skade@erv.dk](mailto:erhverv-skade@erv.dk)  
[www.erv.dk/um](http://www.erv.dk/um)

Examples of non-emergency assistance:

Information about benefits covered by the insurance, pre-certification of non-emergency treatment, reimbursement of expenses

## 14. EMERGENCIES AND CONSULAR PROTECTION

Advisers will on arrival at the Duty Station be briefed on contingency plans and standard operational procedures made by the Embassy to ensure best possible protection and support to Danish nationals in the event of an emergency or similar dangerous situation. The Adviser has a duty and a clear self-interest in this respect to inform the Embassy, if she/he or members of the Advisers household plan to stay overnight away from the Duty Station.

Advisers and members of their household shall immediately on arrival at the Duty Station register on the Danes Abroad List by downloading our free app "UM rejseklar" in the App Store or Google Play.

Non-Danish nationals should also register with the Embassy or consulate of their country of citizenship, to ensure that they have adequate consular protection in an emergency or similar situation.

## 15. DISPUTES

Any disputes between the Ministry and the Adviser concerning the Adviser's employment, including the interpretation or implementation of the contract of employment or these Staff Regulations, shall be settled pursuant to Danish law (disregarding its rules on conflicts of laws) by the City Court of Copenhagen in Denmark (in Danish: *Københavns Byret*).