

Unit responsible: HR

Date: June2018

MINISTRY OF FOREIGN AFFAIRS

DANIDA



**STAFF RULES
and
GENERAL INFORMATION
for
ADVISERS
ON SHORT-TERM ASSIGNMENT**

Ministry of Foreign Affairs

2 Asiatisk Plads

DK-1448 Copenhagen K

Phone: +45 33 92 00 00

www.um.dk

JUNE 2018**PREFACE**

“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 (MFA)/Danida on contracts of not exceeding 24 months duration as Advisers primary in developing countries. 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.

This present version of “Staff Regulations - Advisers on Short-term Assignments” applies to all posts entered from 1 June 2018.

CHAPTER I

REMUNERATION AND TERMS OF EMPLOYMENT

Section 1 The Staff Rules' Sphere of Application

The provisions of these Staff Rules apply to advisers employed and paid by the Ministry of Foreign Affairs provided that the contract entered into covers a period not exceeding 24 months.

A contract of employment shall be entered into between the Adviser and the Ministry before the Adviser may take up the post.

The contract of employment may be conditional on the acceptance of the services of the Adviser by the designated host organisation 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 may also for posting to some countries be subject to approved physical and psychological testing.

Section 2 Terms of Employment

Before assignment commences, the Advisers enter into a contract of employment with the Ministry of Foreign Affairs stipulating their remuneration and terms of employment. Where nothing else is stipulated in the contract, this present document applies.

The employment is governed by the laws of Denmark, disregarding its rules on conflicts of laws.

Any dispute arising out of or in connection with the Adviser's employment , including any disputes regarding the existence, validity or termination of the employment contract or these Staff Rules, shall be settled by the City Court of Copenhagen in Denmark (in Danish: *Københavns Byret*) in the first instance.

Section 3 Remuneration

1. The Ministry of Foreign Affairs determines the remuneration.

2. Unless otherwise agreed between HR and the Embassy/MFA department, the remuneration is to be calculated from the date on which the Adviser leaves his or her home country, until and including the day of return to his or her home country upon termination of assignment. This, however, is only applicable if travel takes place by the fastest available means of transport immediately upon commencement and termination of the assignment.
3. If any means of transport other than the fastest available is used, the Adviser's remuneration is to be calculated as though the fastest had been used.

The remuneration is payable monthly and in arrears and will be remitted to an account in a bank, savings bank or similar financial institution designated by the Adviser.

4. Sickness compensation is granted in accordance with 'The Salaried Employees' Act (in Danish: *Funktionærloven*).
5. For contracts of less than 1 month's duration, the remuneration is to be paid out at the end of the contract and not until travel accounts, including summary of hours/days, have been received by the Ministry of Foreign Affairs for the full contract period. The summary of hours/days must include a list of the total number of working hours/days. Please note that the total number of working hours/days must not exceed the number mentioned in the contract, unless specific written approval by the Embassy/team leader exists.

Working hours correspond to normal working hours in Denmark, i.e. 37 hours per week, 7.4 hours per day. No remuneration for overtime is payable.

Travelling time exceeding 8 hours during outward and return travel will not be considered overtime.

Time required for preparation before leaving and reporting after returning is to be stipulated in the contract and remuneration is to be calculated at an hourly rate on the basis of the remuneration mentioned. Timesheets must be attached to the travel accounts and approved by the embassy.

Section 4 Taxation

All amounts specified in the Staff Rules and the contract of employment are gross amounts. The tax implications of the employment to the Adviser 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. The Ministry of Foreign Affairs has neither liability nor obligation whatsoever neither in this respect, nor to reimburse any taxes which may be imposed on the Adviser in

connection with any salary or payments made under the contract of employment or the Staff Rules.

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

Section 5 Daily Subsistence Allowance (per diem), hotel accommodation and reimbursement of expenses for duty travel

1. During an assignment, an Adviser is entitled to a daily subsistence allowance in accordance with the regulations issued by the Danish Ministry of Finance (in Danish: “*Tjenesterejseaftalen cirkulære nr. 12212 af 30th June 2000*”) with the following modifications: The daily subsistence allowance is calculated for each hour commenced with 1/24 of the allowance rate for the relevant country. The daily subsistence allowance covers the entire duration of travel (outward travel, stay, return travel) calculated from the place of home residence. For contracts of 6 months or more in duration, subsistence allowance is not provided (neither in the first 6 months). The usual daily allowance, however, will be provided in connection with duty travel within the country of assignment. Should the adviser be entitled to a per diem allowance from another party during the period of the contract, the subsistence allowance from the Ministry of Foreign Affairs shall lapse.
2. If the Adviser is accommodated in a hotel and full board is included in the price, and he or she thus does not incur expenses for meals, the daily subsistence allowance will be reduced by 75 per cent. If only some meals are provided, the allowance will be reduced accordingly, breakfast being calculated at 15 per cent, lunch at 30 per cent and dinner at 30 per cent of the allowance. These reductions also apply to international flights serving meals.
3. a) Duly documented accommodation expenses will be reimbursed by the Ministry of Foreign Affairs pursuant to the tenancy agreement. Luxury or high-class hotels are not to be used.

If the advisor/seconded person or his/her spouse receives allowances for accommodation, travel expenses or other expenses from an international organisation, private company, embassy or other institution, the corresponding allowances from Danida will lapse.

b) Documented transport expenses in connection with local duty travel (air, rail, etc.) as well as documented expenses for accommodation will also be reimbursed, while all other expenses are assumed to be covered by the daily subsistence allowance.

Expenses for transport by taxi are reimbursable against due documentation and only when warranted by special professional circumstances. **These circumstances must be stated in the travel accounts and approved by the Embassy/HR beforehand.** (cf. also section 9.1 concerning Outward and Return Travel).

Expenses for local transport at the duty station are not refundable and are assumed to be covered by the daily subsistence allowance. Expenses for car rental are to be refunded only to the extent they are incurred in connection with duty travel outside the duty station or pre-approved due to special circumstances.

c) Expenses incurred in connection with the use of telephone, internet etc. from abroad, are only reimbursable when warranted by professional circumstances. These circumstances must be stated in the travel accounts.

4. As per arrangement with the Ministry of Foreign Affairs, an Adviser may receive an advance on the travel allowance corresponding to estimated hotel expenses and daily subsistence allowance during the contract period, but only for a maximum of 2 months. The advance received must be stated in the travel accounts.
5. Upon termination of an assignment, Advisers are required to submit their travel accounts to the Ministry of Foreign Affairs. For contracts of a duration of more than one month, travel accounts may be submitted to the Ministry of Foreign Affairs for reimbursement at the end of each month (for contracts with several missions under one contract, travel accounts are submitted upon termination of each mission). Travel accounts to be submitted using the excel document "Salary, Per Diems and Travel Expenses Claim Form" attached to the contract. All expenses to be documented by original receipts describing type of expense, date, amount and voucher number.

Expenses will be reimbursed in accordance with the average selling rate of Danish banks for the respective country's currency in the month in which the expenses were defrayed, or the latest available rate. Any exchange rates applied that differ from this must be duly documented.

6. Daily subsistence allowance and reimbursement of hotel or accommodation expenses will also be payable for Sundays and local holidays falling within the assignment period but not during maternity leave or other absence (apart from absence due to sickness) from the assignment or duty station

Where such days are spent outside the country of assignment, the maximum daily subsistence allowance and reimbursement of hotel expenses will correspond to the rates applicable at the duty station.

7. Entertainment expenses will not be reimbursed.

Section 6 Vacation

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

Advisers who wish to take holidays during the contract period, must report to the Ministry of Foreign Affairs and the embassy at the Duty Station in the host country with information on the number of holidays to be taken or taken already 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

Taking of holidays during a contract term is subject to agreement with the Danish Diplomatic Mission in the country of assignment and the organization where the adviser is seconded to. No subsidy is payable for vacation travel to Denmark or the Adviser's home country.

Section 7 Pension

Pension contributions are included in the remuneration.

The Adviser will decide on the placement and use of the pension contributions. The Adviser's choice of pension scheme (if any) and the tax treatment hereof 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 strongly encourages the Adviser to obtain professional advice prior to making pension arrangements.

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

Section 8 Leave in relation the pregnancy and birth

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

Section 9 Outward and Return Travel

1. The Ministry of Foreign Affairs defrays travel expenses for the Adviser between his or her home residence and the duty station at the commencement of service. Transport to and from an airport in the home country must take place by public transport unless special

circumstances warrant otherwise. In such case, this must be agreed with the Ministry of Foreign Affairs before departure. Where any other means of transport is used (own car or taxi), the maximum amount refundable must correspond to the expenses incurred for travel by the cheapest public transport or the travel allowance calculated in accordance with the regulations issued by the Danish Ministry of Finance.

2. If the Adviser's period of service is terminated at his/ her own request prior to the agreed expiry date, or if he/she is dismissed due to breach of contract prior to the date agreed for completion of service, the Ministry of Foreign Affairs decides, depending on the circumstances, to withhold entirely or partially the agreed provisions, including reimbursement of costs incurred for return travel

Unless otherwise agreed, all air tickets and reservations are to be arranged through the Ministry of Foreign Affairs' travel agency, Carlson Wagonlit Travel Agency, UM.dk@contactcwt.com

Phone requests to be made during business hours (DK-time). A fee applies for phone requests outside the travel agency's opening hours and is payable by the adviser except in case of emergency.

Advisers' air travel must take place in economy class.

The fact that an Adviser may have the opportunity to make use of cheap fares (charter flights etc.) does not mean that the amount saved can be paid out or used for any other purpose, for instance extra travel. The Ministry of Foreign Affairs will not undertake to pay the cost of an air ticket that an Adviser may not want to utilise. Nor will the Ministry of Foreign Affairs undertake to pay the cost of the air ticket for the Adviser to purchase the ticket by his or her own arrangement.

The Adviser is obliged to submit the used ticket and boarding card to the Ministry of Foreign Affairs together with the travel accounts.

3. If, in accordance with the regulations above, the Adviser is entitled to travel by air at the Ministry's expense but wishes to travel by sea or rail etc. instead, the Ministry of Foreign Affairs may – after prior agreement - reimburse expenses against receipts, within the amount the journey would have cost by air.
 - a) Reimbursement of expenses for hotel accommodation (but not including meals, laundry, etc.) against receipts.
 - b) Reimbursement of charges for ferry crossings, road toll, etc., against receipts.

Section 10 Baggage

1. For assignments with duration of one to three months, the Ministry of Foreign Affairs will pay expenses, against receipts, for up to a total of 30 kg baggage, including the Airlines' allowance each way. For assignments over 3 months' duration, reimbursement will be made for up to a total of 50 kg baggage each way, including the Airlines' allowance
2. Reimbursement, against receipts, of transport expenses in connection with necessary equipment for the assignment can be agreed upon with the Ministry of Foreign Affairs.

Section 11 Insurance

1. The Ministry of Foreign Affairs has taken out a Group Insurance (cover of death) with the insurance companies Forenede Gruppeliv, Europæiske A/S, TRYG and Cunningham Lindsay for the benefit of the Advisers assigned by the Ministry of Foreign Affairs.

This insurance includes:

- I Baggage Insurance
- II Sickness and Home Transport Insurance (excluding regular dental treatment)
- III Disaster and emergency
- IV Accident Insurance
- V Group Life Insurance (Cover of death),
- VII Industrial injury

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.

2. The insurance cover is valid during the entire contract period, i.e. from the time of departure from the home country until the termination of the contract. However, if a contract includes more than one assignment abroad within a frame period the insurance will cover only time spent, incl. traveling, at such specific assignments, not for time spent between the assignments.
3. The insurance is automatically valid, which means that it becomes effective and ceases without any form of notice from the Adviser to the Ministry of Foreign Affairs or to the insurance companies.

4. Any question arising in connection with the insurance is to be directed to the insurance companies.
5. Insurance conditions for the coverage of Europæiske A/S insurance companies are attached to the contract made with the Short Term Adviser.

**<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 Alarm (24 hrs)

+45 70 10 90 30

erhverv-skade@erv.dk

www.erv.dk/um

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

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

Section 12 Medical Examination

After termination of service in a developing country for three months or more the Adviser may within 3 months after contract termination consult a doctor who, if necessary, can refer the Adviser to a specialist in tropical diseases or outpatient tropical medicine examination either at

the Department of Epidemiology, at Copenhagen University Hospital (in Danish: *Rigshospitalet*), or Skejby Hospital in Aarhus, or Odense University Hospital. Where this involves undue travel, the insurance company may, subject to prior agreement, authorize referral to a local specialist in tropical diseases.

Section 13 Sideline

The Adviser shall under no circumstances be permitted to engage in any other paid or unpaid employment or to conduct any kind of business activity during the period of assignment for the Ministry of Foreign Affairs without prior agreement with the Ministry of Foreign Affairs. 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.

Section 14 Professional Secrecy and Communication with the Press, etc.

1. An Adviser must observe secrecy in any matter which comes to his or her knowledge in pursuance of his or her official duties and the secrecy of which is warranted by circumstance of specific instruction. The pledge of secrecy does not cease with termination of service.
2. An Adviser should neither participate in political demonstrations, petitions, election propaganda, etc., nor express his or her views in public regarding home or foreign policy issues in respect of the country of assignment.
3. Both in his or her official and private capacity, the Adviser must observe the laws and regulations of the host country.
4. The adviser must conscientiously abide by the rules applicable to his position, and both inside and outside the service prove worthy of the esteem and confidence that the position requires.
5. No offer, payment, consideration or benefit of any kind which constitute illegal or corrupt practices, shall be made, either directly or indirectly, as an inducement or reward in relation to the execution of this contract. See <http://um.dk/en/about-us/economy-and-results/anti-corruptions-policy/>
Any such practice will be grounds for the immediate cancellation of this contract and for such additional actions, civil and/or criminal, as may be appropriate. At the discretion of the Ministry of Foreign Affairs a further consequence of any such practice can be the definite exclusion from any by the Ministry of Foreign Affairs funded activities.

Section 15 Currency Exchange

Currency exchange must be strictly in accordance with the host country's laws and regulations governing import, export and exchange of currency. Any violation of these regulations may result in immediate termination of the assignment without notice.

Section 16 Emergencies

1. The Adviser should keep the nearest Danish Embassy or Consulate informed of his or her whereabouts, at all times, so that he or she may be contacted quickly in the event of an emergency situation or civil unrest in the country of assignment. An Adviser should contact the nearest Danish Embassy or Consulate as soon as conditions allow, and should the need for evacuation arise, such evacuation must be carried out following consultations with the Danish Mission.
2. Advisers shall immediately on arrival at the Duty Station register on the Danes Abroad List <https://danskerlisten.um.dk/Registration/default.aspx>. Non-Danish nationals shall 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.

Section 17 Drafting of Last Will Declaration

The Ministry of Foreign Affairs calls for the adviser to draft a Last Will statement. The declaration is stored on its own initiative.

Section 18 Proof of life

When assigned to countries with hostile environment it is recommended to issue a Proof of Life document before posting. This is kept confidential at the Ministry of Foreign Affairs. The purpose is to confirm the identity of the sender, in case of kidnapping. A new Proof of Life document must be filled in if the information changes during posting.

CHAPTER II

THE ADVISERS' LEGAL STATUS IN THE COUNTRY OF ASSIGNMENT

Agreements have been concluded concerning general conditions and procedures for development cooperation with most of the countries in which Danida stations advisers. These agreements contain a section on the rights and obligations of advisers in respect of the host country. Certain programme and project agreements may also contain provisions regarding the legal status of advisers in the host country.

In the event that the Adviser is detained, incarcerated or involved in a road accident or any other incidents resulting in personal injury or material damage, the Ministry of Foreign Affairs and/or the local Danish Embassy or Consulate should be notified immediately.

CHAPTER III

MEASURES TO BE TAKEN IN CONNECTION WITH ASSIGNMENT ABROAD

A. Preparations Prior to Departure

a. **Passport**

The Adviser must hold a passport which is valid for the entire period of assignment + 6 months (which is required by certain countries require for entry or for issuing a visa).

b. **Visa**

Certain countries require a visa. Relevant information is available at the Ministry of Foreign Affairs' home page www.um.dk. It is the adviser's responsibility, if necessary with the help of the Embassy in the relevant duty country, to obtain and maintain all required visas and entry documents in connection with the stay. The Ministry of Foreign Affairs will defray all normal expenses incurred in connection with the issue of visas.

c. **Vaccinations**

Before departure to most developing countries and for immigration from many developing countries to third countries, proof of vaccination against various tropical diseases is required. Information and advice regarding these vaccinations is available at:

Rigshospitalet

(Copenhagen University Hospital)

<https://www.rigshospitalet.dk/english/Pages/default.aspx>

Epidemiology Outpatient Unit

Blegdamsvej 9

Entrance 86

Dept. 8622, 2nd Floor

2100 København Ø

Phone 35 37 35 07

Mon-Thur 11.00 – 14.45

Fri 11.00 – 14.00

<https://www.rigshospitalet.dk/undersogelse-og-behandling/forebyggelse/Sider/rejse-og-vaccination.aspx?>

The Travel Vaccination Clinic (Udlandsvaccinationen)

<http://www.vaccination.dk/english/>

or

Odense University Hospital

Sønder Boulevard 29
 DK-5000 Odense C
 Tel: +45 66 11 33 33
 Fax: +45 66 13 28 54

Brendstrupgårdsvej
 DK-8200 Århus N
 Tel: +45 89 49 83 20
 Fax: +45 8949 8310

Skejby Sygehus

Vaccinationsklinikken
 Infektionsmedicinsk afd. Q

Ålborg Sygehus (Aalborg Hospital)

Hobrovej 18-22
 DK-9100 Ålborg
 Tel: +45 99 32 11 11

This information may also be available from the Advisers' own physician, the district medical officer or the county medical officer.

d. Air Tickets

All return air tickets should be issued by Carlson Wagonlit Travel Agency e-mail: UM.dk@contactcwt.com

e. Currency

Advisers must purchase their own foreign currency prior to departure.

B. Communication with the Ministry of Foreign Affairs:**a. Correspondence with the Ministry of Foreign Affairs:**

All letters and reports should be addressed to:

Ministry of Foreign Affairs
 Att: HR
 Asiatisk Plads 2
 DK-1448 Copenhagen K.
 Tel.: +45 33 92 00 00
 Email: DANIDAadvisers@um.dk

All telecommunications, letters and reports to the Ministry of Foreign Affairs should always quote the Ministry's reference number and, if applicable, the date of the most recent correspondence. A reference number can be found in all correspondence from the Ministry of Foreign Affairs to the Adviser.

b. Short-Term Advisers' reports

Short-Term Advisers are obliged to report on their assignment to the Ministry in accordance with any specific agreement made.