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## **ANNEX V: TEMPLATE FOR AGREEMENTS TO BE USED BETWEEN PARTNER AND VOLUNTEERS**

### **European Solidarity Corps – Volunteering agreement**

[This template can be adapted by the NA or by the organisation, but the content of this template is a minimum requirement]

[Full official name of the supporting organisation, or host organisation, and PIC number]

Address: [official address in full]

Called hereafter “the organisation”, represented for the purposes of signature of this agreement by [first name, family name and function] of the one part, and

Mr/Mrs [first name and family name]

Date of birth: [DD/MM/YYYY]	Nationality:
Address: [official address in full]	
Phone:	E-mail:
Sex: [M/F/other]	

Called hereafter “the participant” of the other part, have agreed the Special Conditions and the Annex below which form an integral part of this agreement ("the agreement"):

[The agreement also concerns the following partner organisation(s) in the project:

[Full official name of the partner organisation(s), PIC number and role in the volunteering project (supporting or host)]

Address: [official address in full]

Called hereafter "the partner organisations"

Project number:

[please enter project number as provided in the agreement]

Project title:

[please enter project title as provided in the agreement]

National Agency:

[please enter the name of the National agency for this project]

## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 1.1 The organisation shall provide financial support to the participant for undertaking a volunteering activity under the European Solidarity Corps Programme.
- 1.2 Any amendment to the agreement shall be done in writing. In case of substantial modifications, a new agreement has to be signed.

### ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF ACTIVITY

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- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The activity period shall start on [date]<sup>1</sup> and end on [date]<sup>2</sup>.
- 2.3 The total duration of the activity period, including previous participation in EVS or in an Erasmus+ Volunteering activity<sup>3</sup>, shall not exceed 14 months for a participant.

### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support in form of Pocket Money for the activity period has a minimum amount of EUR [...].
- 3.2 The participant shall receive a financial support from EU funds for [xx] days. The total amount for the activity period shall be determined by multiplying the number of days of the activity with the rate applicable per day for the host country concerned.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the documentation such as invoices, receipts, etc. provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by European Union funds.

### ARTICLE 4 – RIGHTS, RESPONSIBILITIES AND PAYMENT ARRANGEMENTS

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- 4.1 [Please describe the division of rights and responsibilities between the participant and the organisations in the activity, housing, practical arrangements, rules of conduct, etc.]
- 4.2 [Please complete this section with a description of the payment arrangements you intend to put in place, such as advance payments, refunds for tickets, etc.]
- 4.3 [Please complete with the detailed description of the payment arrangements of the financial support (dates, amounts and currency of each payment to be specified)]

### ARTICLE 5 – INSURANCE

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[If the volunteering activity is in-country, use the following provision]

- 5.1 By signing this agreement, the organisation confirms that the volunteer will be insured, either through the national health system or through a private insurance scheme, for accidents and illness. The organisation also confirms that the volunteer will be insured for third party liability.

[If the volunteering activity is cross-border, use the following provisions instead]

- 5.1 The participant shall be registered for the European Solidarity Corps insurance scheme.
- 5.2 The insurance identification of the participant is [number as provided by the insurance provider].
- 5.3 By signing this agreement, the organisation confirms that the registration has been undertaken and the participant has been duly informed of how the insurance scheme

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1 The start date of the activity shall be the first day that the participant needs to be present at the host organisation.

2 The end date shall be the last day the participant needs to be present at the host organisation.

3 The EVS or Erasmus+ volunteering activity must have lasted no more than 2 months.

functions, as well as the obligation of obtaining the European Health Insurance Card, if free of charge, before arriving to the host country.

#### ARTICLE 6 – LINGUISTIC SUPPORT [Only for cross-border volunteering activities]

[If the activity will be done in one of the languages covered by the Online Linguistic Support, use the following]

- 6.1. The participant shall carry out an online assessment of linguistic competences before and at the end of the activity period, with the exception of native speakers. The participant shall immediately inform the organisation if he/she is unable to carry out the online assessment.
- 6.2. [Only applicable to participants that will follow an OLS language course] The participant shall follow the online [language to be specified] language course in order to prepare for the activity abroad. The participant shall immediately inform the organisation if he/she is unable to carry out the online course.

[If Online Linguistic Support is not provided, use the following]

- 6.1. [Please describe the obligations of the participant with regards to linguistic support provided in the context of the project]

#### ARTICLE 7 – EUROPEAN SOLIDARITY CORPS INFO KIT

- 7.1 The organisation has provided the participant with the Info Kit which is composed of the following documents:

- Welcome letter for participants
- What to expect from your Volunteering activity
- Information about Youthpass (link can be found in the welcome letter)
- Information about the European Solidarity Corps Insurance (link can be found in the welcome letter)
- The European Solidarity Corps principles (link can be found in the welcome letter)

The participant shall be familiar with the content of these documents before signing the Volunteering agreement.

#### ARTICLE 8 – ROLES AND TASKS OF THE PARTICIPANT

- 8.1 [Please describe the roles and tasks the participant will have in the organisation]

- 8.2 By signing this agreement, the participant declares to not have taken part in EVS or an Erasmus+ Volunteering activity previously (with the exception indicated in the Programme Guide).

#### ARTICLE 9 – FINAL REPORT

The participant shall complete the participant report at the latest 30 days after the end of the activity period.

#### ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

The Agreement is governed by [insert the national law of the NA].

The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

## SIGNATURES

For the participant

[name / forename]

[signature]

Done at [place], [date]

For the organisation

[name / forename / function]

[signature]

Done at [place], [date]

## **Annex I**

### **GENERAL CONDITIONS**

#### **Article 1: Liability**

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or their staff.

The National Agency of [country], the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the activity. Consequently, the National Agency of [country] or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

#### **Article 2: Termination of the agreement**

In the event of failure by the participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the organisation is entitled to terminate or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

In the event of failure by the organisations to perform obligations outlined in the agreement and/or the European Solidarity Corps principles, the volunteer is entitled to terminate or cancel the agreement.

If the participant terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid, in case part of the grant has been paid in advance for non-active days.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

#### **Article 3: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions, agencies and bodies. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the partner organisations, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the sending institution, the National Agency, or to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

#### **Article 4: Checks and Audits**

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of [country] or by any other outside body authorised by the European Commission or the National Agency of [country] to check that the mobility period and the provisions of the agreement are being properly implemented.