### VOLUNTEERING AGREEMENT - EUROPEAN SOLIDARITY CORPS

**Project [2023-1-CZO 1-ESCS1-VTJ-000137922]**

**ESC 2023 - Preschool Education**

**PREAMBLE**

This **Agreement** ('the Agreemenť) is **between** the following parties:

### University ofWest Bohemia, Czech-German Youth Exchange Coordination Centre Tandem

Address: Univerzitní 2732/8, 30 l 00 Plzeň, Czechia

ESC accreditation number: 2021-1-CZO l-ESC50-094564

Bank accounts: Czech crown current account (CZK)

Account number: 48 11 53 0257 / 0100

IBAN: CZ 81 0100000000 48 11 53 0257 / SWIFT: KOMBCZPPXXX

Bank: Komerční banka, a. s., Na Příkopě 33, 11407 Praha l

Euro current account (EUR)

Account number: 48 45 50 0267 *I* 0100

IBAN: CZ 04 0100000000 48 45 50 0267 *I* SWIFT: KOMBCZPPXXX

Bank: Komerční banka, a. s., Na Příkopě 33, 11407 Praha l

#### Called hereafter "the supporting organisation", represented for the purposes of signature of this agreement by rector Prof. RNDr. Miroslav Lávička, Ph. D.,ofthe first part, and

1. **Mateřská škola KIDS Company Praha, s.r.o.**

Address: Hradešínská 1931/58, 101 00 Praha IO-Vinohrady, Czechia ESC accreditation number: 2021-1-CZO l-ESC50-094600

Bank account: Account number: 1965590339 / 0800

Bank: Česká spořitelna, Olbrachtova 1929/62, 140 00 Praha 4

#### Called hereafter "the hosting organisation", represented for the purposes of signature of this agreement by Mgr. Markéta Frank of the second part, have agreed the Special Conditions and the Annex below which form an integral part of this agreement ("the agreement").

**3)**

Date of birth: Address: Phone:

Sex:

Nationality:

E-mail:

#### Called hereafter "the participant" or "the volunteer" of the third part. Insurance identification of the participant: Offer ID 126793.

The parties referred to above have agreed to enter into the Agreement, composed of Terms and Conditions.

**TERMS** AND CONDITIONS

### CHAPTERlGENERAL

**ARTICLE 1 - SUBJECT OF THE AGREEMENT**

This agreement sets out the rights and obligations and terms and conditions applicable to the support awarded for the implementation of the action 'Volunteering activity under the European Solidarity Corps Programme' .

### ARTiCLE 2 - DEFINITIONS

For the purpose ofthis Agreement , the following definitions apply:

* + Action - The activity which is being undertaken in the context of this Agreement.
  + Financial support - The financial support awarded in the context of this Agreement.
  + Participants - Individuals who are fully involved in a project and who may receive part ofthe European Union grant intended to cover their costs of participation.

raud-=-Fraud within the meaning ofArticle 3 ofEU Directive 2017/13711 and Articlfl oftneConvention on- the protection ofthe European Communities' financial interests, drawn up by the Council Act of26 July 1995 2, as well as any other wrongful or criminal deception intended to result in financial or persona! gain.

* + Irregularities - Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) ofEU Regulation 2988/953.

### CHAPTER 2 ACTION ARTiCLE 3 - ACTION

The support is awarded to the participant for undertaking a volunteering activity taking place at (see page Nr. 1) under

the European Solidarity Corps Prograrnme as described in this article.

Roles and supposed tasks ofthe volunteer:

* + Roles and tasks ofthe volunteer: The volunteer is an integral part ofthe pedagogic team and assists the teachers. He *I* she will work full time always in the presence of a qualified teacher. The volunteer will be in charge of taking care of the children, teaching them and serving as a role model. He /she will also be responsible for office work, prepare meals etc., and will help with marketing.
    - Education
    - Planning the program for the children (individually and as a part ofthe team)
    - Office work (taking pictures, taking minutes, taking care ofthe website and social media) Working with the parents and teachers (team meetings, meetings with parents)
    - Household tasks
    - Taking care ofthe hygiene ofthe children Expected learning outcomes:
    - lntercultural competence in an intemational team, working with intemational clients

Developing communication skills in the mother tongue and other languages (Czech, German, English)

1 Directive (EU) 2017/1371 ofthe European Parliament and ofthe Council of5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

2 OJ C 316, 27.11.1995, p. 48.

3 Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection ofthe European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

Developing skills in connection with the preschool children, developing programs for them, ability to work with children, taking care ofthe hygiene ofthe children, taking care ofthe children' s safety, ability to manage conflicts)

Communication with parents, marketing and social media, organisation skills (preparing the classroom and material , structuring the education program, cleaning the classroom)

* The working time is 35 hours per week on the basis of a regular 5 day week (7 hours per day). Accompanying language courses and further trainings that are relevant for carrying out the required tasks are considered to be working time. The volunteer gets 25 vacation days per year. The volunteer takes part in projects that will in some cases also take place during the weekends. For extra time the volunteer gets compensatory time that is to be made use of close to when the extra working time occurred.
* Accommodation: The volunteer will live in a private room.
* Food: A monthly allowance will be paid.
* Language training: The volunteer will have Czech language lessons.
* Local transport: The volunteer will have her local public transport covered.

## ARTICLE 4-DURATION AND STARTING DATE

The activity period shall start on 28.08. 20234 and end on 27.08.20245•

## CHAPTER 3 GRANT

**ARTICLE 5** - **FINANCIAL AND NON-FINANCIAL SUPPORT**

The participant will receive financial support from EU funds for 366 days in the form ofpocket money . The total amount ofpocket money for the activity period will be determined by multiplying the number of days ofthe activity with the rate applicable per day for the host country concerned, including one travel day before the activity and one travel day following the activity, and up to four additional days for participants receiving a green travel financial support.

The organisation may provide financial support for travel expenses and other eligible exceptional costs in line with the European Solidarity Corps Programme Guide.

Where applicable, the organisation may provide non-financial support for travel, inclusion, mentorship, language learning.

* Payments will be made in accordance with an exchange rate - see the link in this chapter below.
* The participant will receive from the hosting organisation a pocket money of **6** EUR per day in CZK.
* The participant will receive from the hosting organisation a food allowance of 4500 CZK per month.
* The participant will receive from the hosting organisation an allowance for travel cost of 180 EUR ((or **210** in case of green travel means oftransport- for this art ofpayment is the ticket necessary).
* The participant will receive from the hosting organisation suitable accommodation.
* The hosting organisation will pay monthly or longer period Travelcards for public transport.
* The hosting organisation may provide for the participant a Czech language training course.
* The supporting organisation will receive once 225 EUR project management grant and 614,88 € for whole duration ofproject 2023, in total 839,88 €. Costs directly linked to the irnplementation ofvolunteering activities (e.g. preparation, monitoring and support of participants, validation of learning outcomes) and costs linked to the subsistence of participants.
* The hosting organisation receive activity costs total of 7071,12 EUR for 366 days, 6 EUR per day pocket money (total of2196 EUR for 366 days) and **210** EUR travel cost, total **of9477,12** EUR for whole duration of project. Payment for young people with fewer opportunities is not included.

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

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

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* Payments related to the in creased mentoring (7 €/day) and the preparatory visit (575 €) ofthe volunt eer before to the start ofthe volunteering service will be paid when the asked documents are received and as part ofthe final billing.
* In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/x ofthe unit cost per month, where "x" is the number of all days in the incomplete month.
* The supporting organisation will pay a pre-financing payment of 80 % of the amount at the beginning of the mobility to the hosting organisation. The final calculation ofthe activity 2023 and remaining payment shall be paid to the hosting organisation after the successful completion of the mobility and handing over all of the final reports and other documents, unless the supporting organisation states otherwise.
* The payment to the hosting organisation will be made in CZK in accordance rules below.
* The conversion will be made at the daily exchange rate established by the European Commission and published on

https://[www.ecb.europa.eu/stats/policy and exchange rates/euro reference exchange rates/htm l/index .en.ht](http://www.ecb.europa.eu/stats/policyandexchangerates/euroreferenceexchangerates/html/index.en.ht) ml

applicable on the day when the grant agreement between the national agency and the supporting organisation is signed by the last of the parties.

* The financial support may not be used to cover similar costs already funded by EU funds.
* 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

### ARTiCLE 6 - ELIGIBLE AND INELIGIBLE COSTS

The **eligibility conditions** are the following:

1. they must be incurred in connection with and necessary for the implementation ofthe action in Article 3 and during the period set out in Article 4
2. they must comply with the applicable national law on taxes, labour and social security and
3. the reimbursement of actual costs incurred in connection with special needs must be based on documentation such as invoices, receipts, etc.; these costs must be identifiable and verifiable
4. they must not be used to cover similar costs already funded by European Union funds.

### CHAPTER 4 AGREEMENT IMPLEMENTATION

**ARTiCLE 7 - THE RESPONSIBILITIES OF THE PARTICIPANT AND OF THE ORGANISATION**

* 1. **Responsibilities for the participant - volunteer**

The participant is fully responsible towards the organisation for implementing the action described in Article 3 and in compliance with the provisions ofthe Agreement and all legal obligations under applicable EU, intemational and national law.

The participant must implement the Agreement to their best abilities and in good faith.

The participant must not undertake during the period indicated in Article 4 any European Solidarity Corps volunteering activity, EVS or Erasmus+ volunteering activity that would make their participation ineligible (in line with the exceptions indicated in the European Solidarity Corps Guide).

The participant has the obligation of obtaining the European Health lnsurance Card, if free of charge, before arriving to the host country.

In the eventuality of a check, review, audit in Article 13, the participant must cooperate diligently and provide -within the deadline requested - any information to verify compliance with the Agreement.

The participant will be familiar with the contents ofthe European Solidarity Corp:,; Info Kit at the start ofthe activity.

If invited, the participant will participate to pre-departure training, on-arrival and mid-term evaluation and the annual event.

The participant will follow the online language training in [CZECH] in order to prepare for the activity abroad . The participant will immediately inform the organisation if he/she is unable to carry out the online language course .

If a participant breaches any of its obligations under this Agreement, the financial support may be suspended or terminated (see Chapter 5).

## Responsibilities for the organisation

The hosting organisation will ensure safe and decent living and volunteering conditions for the participant.

The hosting organisation will ensure adequate support to the participant for learning and development, in line with the quality standards outlined in the European Solidarity Corps Programme Guide.

The support organisation will send to the participant the European Solidarity Corps Info Kit before the start ofthe activity.

The hosting organisation must make sure that the participant has received the appropriate clearance to work with vulnerable groups.

The hosting organisation must make sure that the participant is insured, either through the national health system or through a private insurance scheme, for accidents and illness . The organisation must make sure that the participant is insured for third party liability.

The support organisation must make sure that the participant is registered for the European Solidarity Corps insurance scheme.

The support organisation must duly inform the participant ofhow the insurance scheme functions, as well as the obligation of obtaining the European Health Insurance Card, iffree of charge, before arriving to the host country.

With the exception ofnative speakers, the organisation may make available for the participant two online assessments of linguistic competences: one before the activity and one at the end ofthe activity.

The support organisation

has the overall responsibility for the administrative management ofthe project, formulation and submission of grant application, volunteering agreement and the final report

**will** ensure adequate preparation for the participant before departure

keeps in contact with the volunteer and with the hosting organisation during the project The hosting organisation - in details

is obligated to comply with the European Solidarity Corps Guide including but not limited to the basic principles such as equal opportunities for everybody, non-discrimination, democracy, social inclusion, support of mentors , provision of high-quality activities with learning dimension focusing on persona!, socio­ educational and professional development, adequate training, working and volunteering arrangements, safe and decent environment and conditions, and, the 'no-profit principie' in compliance with the Regulation 2018/1046.

- acknowledges that the grant under the European Solidarity Corps Programme is of no-profit and co-financing nature in accordance with the European Solidarity Corps Guide

is responsible for the recruitment and selection process

is responsible for providing an activity pian and identifying clear learning opportunities for the volunteer is responsible for providing safe working and living conditions

will cooperate with other partners in the application process; ensure midterm and final evaluation in cooperation with the volunteer and supporting organisation, practical arrangements in regard to the volunteer's stay during the project such as lodging, board, registration ofthe volunteer according to national laws

will inform the volunteernbout his/her rights and duties and help the volunteer in contact with the National Agency regarding trainings

will monthly pay out the volunteer's pocket money and the allowance for food will pay language training and local transport

provides suitable accommodation

takes over the travel costs to the on-arrival and mid-term training

provides persona! support and support during the learning process, identifies a mentor who is responsible for providing persona! support

supports the volunteer in the integration in the local community

##### ARTiCLE 8 - ETHICS AND VALUES

The action must be carried out in line with the highest ethical standards and the applicable EU, intemational and national law on ethical principles.

The participant must commit to and ensure the respect ofbasic EU values (such as respect for human <lignity, freedom, democracy, equality, the rule oflaw and human rights, including the rights of minorities) .

lf a participant breaches any of its obligations under this Article, the financial support may not be paid (see Chapter 5).

##### ARTICb E-9 - DATA PROTEG-TION

Any persona! data under the Agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data protection legislation, in particular Regulation 2018/17256 and related national data protection acts and for the purposes set out in the Privacy Statement available at https://ec.europa.eu/erasmus-esc-personal -data .

Such data will be processed solely in connection with the implementation and follow-up of the Agreement by the organisation, the National Agency and the European Commission, without prejudice to the possibility ofpassing 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 persona! data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her persona! data to the organisation and/or the National Agency7 The participant may lodge a complaint against the processing of his persona! data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

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##### ARTiCLE 10 - RECORD-KEEPING

The participant must keep supporting documents for the duration of the activity to prove the proper implementation of the activity.

The records and supporting documents must be made available upon request or in the context of checks, reviews, audits or investigations (see Article 13).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement, the participant must keep these records and other supporting documentation until the end of these procedures.

6 Regulation (EU) 2018/1725 ofthe European Parliament and ofthe Council of23 October 2018 on the protection ofnatural persons with regard to the processing of persona! data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

7 https://youth.eu ropa.eu/solidarity/organisations/contact-nat ional-age ncies en

The participant must keep the original docurnents. Digital and digitalised docurrikhts are considered originals ifthey are authorised by the applicable nationaI law. The organisation may accept non-original documents if they offer a comparable Jeve! of assurance.

**ARTiCLE 11 - PARTICIPANT REPORTING**

The participant will complete in [CZECH or ENGLISCH] the participant report (Beneficiary Modul) at the !atest 30 days after the end ofthe activity period via an on-line questionnaire providing their feedback on factual and qualitative elements ofthe activity period, as well as ofits preparation and follow-up .

If the participant did not submit the report the organisation will not emit the certificate of participation.

### ARTiCLE 12 - PAYMENTS AND PAYMENT ARRANGEMENTS

#### The details are given in Chapter 5.

**ARTICLE 13 - CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS**

The participant undertakes to cooperate diligently and provide any information requested by the European Commission, the National Agency of [the Czech Republic], the organisation orby any other outside body authorised by the European Commission or the Nationa! Agency of [the Czech Republic] to check that the project and the provisions ofthe Agreement are being/ have been properly irnplemented .

If requested by these bodies, the participant must provide full, accurate and complete information in the format and by the deadline requested.

Any findings related to the agreement may lead to a request for refund, a withholding ofpayments or further lega! action in the terms ofthe applicable national law.

### CHAPTER 5 CONSEOUENCES OF NON-COMPLIANCE ARTICLE 14 - AGREEMENT SUSPENSION

The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances - in particular *farce majeure* (see Article 17) - make irnplementation impossible or excessively difficult. The agreement may be suspended always with the agreement of the other party and at the date convened by both following an arnendment and it may be resumed afterwards.

The suspension will **take effect** on the day agreed by the parties.

The organisation may - at any moment - suspend the agreement, if the participant has committed or is suspected of having committed:

1. substantial errors, irregularities or fraud or
2. serious breach of obligations under this Agreement or during its award (including irnproper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).

The suspension will **take effect** the day after the notification is sent.

Once circumstances allow for irnplementation to resume, the parties must irnmediately agree onthe resumption date (one day after suspension end date). The suspension will be **lifted** with effect from the suspension end date.

During the suspension, no financial support will be paid to the participant. The participant may not clairn damages due to suspension by the organisation.

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lfthe participant believes the payment·is being unduly withheld, the participant may expose the situation to the competent National Agency, after trying to obtain clarification from the organisation and/or when the dispute cannot be solved amicably.

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Financial support suspension does not affect the organisation's right to terminate the financial support (see Article 15).

### ARTiCLE 15 - ORGANISATION OR PARTICIPANT TERMINATION

The agreement may be terminated by the participant or the organisation if exceptional circumstances - in particular *farce majeure* (see Article 17) - make implementation irnpossible or excessively difficult.

In case oftermination due *toforce majeure,* the participant will be entitled to receive at least the amount ofthe financial support corresponding to the **actual duration** ofthe activity period. Any remaining funds will have to be refunded.

In the event of serious breach of obligations outlined in this Agreement the parties are entitled to terminate the agreement by formally notifying the other party.

The organisation may terminate the agreement, if the participant has committed substantial errors, irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking.

lf the participant terminates the agreement before the activity ends they will have to refund the amount of the financial support paid to them in advance for non-active aays.

The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.

The termination will **take effect** the day after the confirmation notification is sent (or on a Jater date specified in the notification; 'termination date').

The participant may not clairn damages due to termination by the organisation.

After termination, the participant' s obligations (in particular 11 (reporting), 13 (checks, reviews, audits and investigations) continue to apply.

### ARTiCLE 16 - DAMAGES

Each party of this agreement exonerates 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 [Czech Republic], the European Commission or their staff cannot be held liable in the event of a clairn under the Agreement relating to any damage caused during the execution of the activity. Consequently, the National Agency of [the Czech Republic] or the European Commission will not entertain any request for indemnity of reirnbursement accompanying such clairn.

### ARTiCLE 17 - FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

'Force majeure' means any situation or event that:

prevents either party from fulfilling their obligations under the Agreement, was unforeseeable, exceptional situation and beyond the parties' control,

was not due to error or negligence on their part (or on the part of other1participating entities involved in the action), and

proves to be inevitable in spíte of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation ofthe action as soon as possible .

### CHAPTER 6 FINAL PROVISIONS

**ARTiCLE 18 - COMMUNICATION BETWEEN THE PARTIES**

##### Forms and means of communication

Communication under the Agreement (information, requests, etc.) must be made in writing, unless otherwise indicated in the agreement.

Forma! notifications must be made by registered post with proof of delivery ('forma! notification on paper').

However, forma! notifications may be sent electronically if the applicable national law in the Member State concemed allows it, notably with proof of delivery.

##### Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent).

Forma! notifications on paper sent by registered post with proof of delivery are considered to have been made on either: the delivery date registered by the postal service or

the deadline for collection at the post office.

##### Useful communication information

The National Agency for this project is:

**Dům zahraniční spolupráce příspěvková organizace**

**IČ: 61386839**

**Na Poříčí 1035/4, 110 00 Praha 1** [**info@dzs.cz**](mailto:info@dzs.cz)

Communications to the National Agency have to be made at the address above.

**ARTiCLE 19 - AMENDMENTS**

The Agreement may be amended, unless the amendment entails substantial changes to the Agreement, case in which a new Agreement has to be signed.

Amendments may be requested by any of the parties.

Any amendment to the agreement shall be done in writing in due time.

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An amendment **enters into force** on the day ofthe signature ofthe receiving party.

An amendment **takes effect** on the date of entry into force or other date specified in the amendment.

# ARTiCLE 20 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Agreement is govemed by the national law of[Czech Republic]. The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant conceming the interpretation, application or validity ofthis Agreement, ifsuch dispute cannot be settled amicably.

# ARTiCLE 21 - ENTRY INTO FORCE

The Agreement will enter into force on the day when the last of the parties signs.

#### SIGNATURES

For the supporting organisation

Prof. RNDr. Miroslav**,Lávička,** Ph. D - - - -

For the hosting organisation Markéta Frank -- -

date, place, signature date, place, signature

For the participant

date, place, signature