

VOLUNTEERING AGREEMENT – EUROPEAN SOLIDARITY CORPS

**Project [2024-1-CZ01-ESC51-VTJ-000204310]
ESC 2024 - Multicultural history and the present of the Sudetenland**

PREAMBLE

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

1) University of West Bohemia, Czech-German Youth Exchange Coordination Centre Tandem

Address: Univerzitní 2732/8, 301 00 Plzeň, Czechia
ESC accreditation number: 2021-1-CZ01-ESC50-094564

Bank accounts: Czech crown current account (CZK)
Account number: 48 11 53 0257 / 0100
IBAN: CZ 81 01 0000 0000 48 11 53 0257 / SWIFT: KOMBCZPPXXX
Bank: Komerční banka, a. s., Na Příkopě 33, 11407 Praha 1

Euro current account (EUR)
Account number: 48 45 50 0267 / 0100
IBAN: CZ 04 01 0000 0000 48 45 50 0267 / SWIFT: KOMBCZPPXXX
Bank: Komerční banka, a. s., Na Příkopě 33, 11407 Praha 1

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

2) Ackermann-Gemeinde e.V., Junge Aktion der Ackermann-Gemeinde

Address: Heßstraße 24, 80799 München, Germany
EVS accreditation number: 2020-1-DE04-ESC52-020991
Bank account: IBAN: DE94750903000002141744 / SWIFT: GENODEF1M05
Bank: Liga Bank München

Called hereafter "the hosting organisation", represented for the purposes of signature of this agreement by Marie Neudörfl 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: 24.11. 2001	Nationality: czech
Address:	, Czech Republic
Phone:	E-mail:
Sex:	PNr. 7
účet:	,

Called hereafter "the participant" or "the volunteer" of the third part.
Insurance identification of the participant – Member ID: 153157.

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

TERMS AND CONDITIONS

CHAPTER 1 GENERAL

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 of this 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 of the European Union grant intended to cover their costs of participation.
- Fraud - Fraud within the meaning of Article 3 of EU Directive 2017/1371¹ and Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995², as well as any other wrongful or criminal deception intended to result in financial or personal 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) of EU 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 Programme as described in this article.

Roles and supposed tasks of the volunteer:

- The volunteer is supposed to integrate into the community of the Junge Aktion der Ackermann-Gemeinde with all his personality and various skills and interests. Besides, he/she should gather as much experience as possible and become more aware of his/her abilities. He/she should learn to carry out and develop projects and make use of his/her talents. Learning as much about Germany as possible, about German culture and values, is desired. Furthermore the volunteer should involve his/her own cultural background. He/she will receive the chance of dealing and coping with people from different

¹ Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 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 of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

countries. The volunteer is part of the team and is included in all team meetings, planning, reflections and trainings. Personal initiative in form of activities and his/her own projects are desired and will be supported.

- Expected learning outcomes: It is expected throughout all the activities that the volunteer develops a positive attitude towards the organisation, its staff and the local people. Throughout the project the volunteer will have a lot of contact with different cultures and ways of life. Besides that, the volunteer will learn about intercultural youth work and structures in small organisations, mainly driven by volunteer work.
- The working time is 30 hours per week on the basis of a regular 5 day week (6 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 days of vacation 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 single room (students dormitory o. Studentenheim) paid by the hosting organisation.
- Expected learning outcomes – possibilities of learning:
project management during the organisation of international youth meetings
intercultural competence by working in an international team, gaining deep knowledge of Central Europe
- the volunteer gains new experiences, skills and knowledge during the work in a NGO with an international background improvement of communication skills in the mother tongue and in the foreign language thanks to regular contact to the organisation's members, improvement of creativity, introduction of news and responsibility for possible risks, strengthening of social and civic skills thanks to the organisation's openness towards different topics
- Language training: The volunteer participates in a on-line language course by portal EU Academy.
- Local transport: The hosting organisation will pay monthly or longer period Travelcards for public transport.

ARTICLE 4 — DURATION AND STARTING DATE

The agreement shall enter into force on the date when the last of the two parties signs this Agreement.

The activity period shall start on 07.10. 2024⁴ and end on 16.08.2025⁵.

CHAPTER 3 GRANT

ARTICLE 5 — FINANCIAL AND NON-FINANCIAL SUPPORT

The participant will receive financial support from EU funds for 314 days in the form of pocket money. The total amount of pocket money for the activity period will be determined by multiplying the number of days of the activity with the rate applicable per day for the host country concerned,

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.

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.

- The participant will receive from the hosting organisation a pocket money of 7 EUR per day in EUR/CZK.
- The participant will receive from the hosting organisation a monthly food allowance of up to 313 EUR according the “Sachbezugswerte 2024 für freie Verpflegung”.
- The participant will receive from the support organisation an allowance for travel cost of 211 EUR (no/ green travel) or **285 €** for green travel - only with a valid ticket.
- 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 German language training course.
- The support organisation will receive once 238 EUR project management grant and 828,96 € for whole duration of project 2024, in total **1 066,96 EUR**. Costs directly linked to the implementation of volunteering 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 9 533,04 EUR for 314 days, 7 EUR per day pocket money (total of 2198 EUR for 314 days), total of **11 731,04 EUR** for whole duration of project. Payment for young people with fewer opportunities is not included.
- Payments related to the increased mentoring (12 €/day in Germany) and the preparatory visit (609 €) of the volunteer before the start of the volunteering service will be paid when the asked documents are received and as part of the 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 of the 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 of the activity 2024 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 EUR/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/html/index.en.html 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:

- a) they must be incurred in connection with and necessary for the implementation of the action in Article 3 and during the period set out in Article 4
- b) they must comply with the applicable national law on taxes, labour and social security and
- c) 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
- d) 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

7.1 Responsibilities for the participant

The participant is fully responsible towards the organisation for implementing the action described in Article 3 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international 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 Insurance 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 of the European Solidarity Corps Info Kit at the start of the 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 [GERMAN] 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).

7.2 Responsibilities for the organisation

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

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

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

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

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

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

ARTICLE 8 — ETHICS AND VALUES

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

The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

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

ARTICLE 9 — DATA PROTECTION

Any personal 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 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 organisation and/or the National Agency⁷. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

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.

The participant must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The organisation may accept non-original documents if they offer a comparable level of assurance.

ARTICLE 11 — PARTICIPANT REPORTING

The participant will complete in [CZECH] the participant report at the latest 30 days after the end of the activity period via an on-line questionnaire providing their feedback on factual and qualitative elements of the activity period, as well as of its 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.

⁶ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal 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.europa.eu/solidarity/organisations/contact-national-agencies_en

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 or by any other outside body authorised by the European Commission or the National Agency of [the Czech Republic] to check that the project and the provisions of the Agreement are being/ have been properly implemented.

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 of payments or further legal action in the terms of the applicable national law.

CHAPTER 5 CONSEQUENCES 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 *force majeure* (see Article 17) — make implementation 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 amendment 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:

- a) substantial errors, irregularities or fraud or
- b) serious breach of obligations under this Agreement or during its award (including improper 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 implementation to resume, the parties must immediately agree on the 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 claim damages due to suspension by the organisation.

If the 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.

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 *force majeure* (see Article 17) — make implementation impossible or excessively difficult.

In case of termination due to *force majeure*, the participant will be entitled to receive at least the amount of the financial support corresponding to the **actual duration** of the 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.

If 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 days.

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 later date specified in the notification; ‘termination date’).

The participant may not claim 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 claim 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 reimbursement accompanying such claim.

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 other participating entities involved in the action), and
- proves to be inevitable in spite 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 of the action as soon as possible.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 18 — COMMUNICATION BETWEEN THE PARTIES

18.1 Forms and means of communication

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

Formal notifications must be made by registered post with proof of delivery ('formal notification on paper').

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

18.2 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).

Formal 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.

18.3 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**

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.

An amendment **enters into force** on the day of the signature of the 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 governed 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 concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE 21 — ENTRY INTO FORCE

The Agreement will enter into force on the day of signature by the last party.

SIGNATURES

For the supporting organisation
Prof. RNDr. Miroslav Lávička, Ph. D

For the hosting organisation

date, place, signature

date, place, signature

For the participant

date, place, signature