ANNEX 4: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS[1]

VOLUNTEERING AGREEMENT – EUROPEAN SOLIDARITY CORPS
Project [insert number] — [insert title]

PREAMBLE

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

on the one part,

the **Organisation** ('the organisation'),

[full official name of the supporting organisation/host organisation]

[official legal form]

[official registration No]

[official address in full]

[OID number],

represented for the purposes of signature of this Agreement by [forename and surname, function]

and

on the other part,

the '**the participant**:

[**first name and family name**, established in [official address in full],

[Phone]

[E-mail]

[Nationality]

[Sex: M/F/Other]

[Date of birth: dd/mm/yyyy]

[PRN[2]:]

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

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[1] This template can be filled in by the National Agency or by the participant organisation. The present document is compulsory for individual and team volunteering activities.

[2] Personal Reference Number from the European Youth Portal.

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 2017/1371[3] and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995[4], 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 2988/95[5].

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The support is awarded to the participant for undertaking a volunteering activity taking place at [insert location of the activity in full address] under the European Solidarity Corps Programme as described in this article.

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

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 [date][6] and end on [date][7].

[3] 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).
[4] OJ C 316, 27.11.1995, p. 48.
[5] 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).
[6] The start date of the activity shall be the first day that the participant needs to be present at the host organisation.
[7] The end date shall be the last day the participant needs to be present at the host organisation.

CHAPTER 3 GRANT

ARTICLE 5 − FINANCIAL AND NON-FINANCIAL SUPPORT

The participant will receive financial support from EU funds for [insert number] 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, 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.

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 a pre-departure training, on-arrival training, mid-term evaluation and the annual event.

If the activity is done in one of the languages covered by the Online Language Support, the participant will follow the online language training in that language 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.

[Option if Online Language Support is not provided:

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

[Please describe the other rights and responsibilities of the participant in the activity concerning housing, practical arrangements, rules of conduct, etc. Please note that the role and tasks of the participant must be detailed in Art. 3].

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.

If applicable, the organisation must make sure that the participant has received the appropriate clearance to work with vulnerable groups in accordance with its national law.

[Option if the volunteering activity is in-country: 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.*]*

[Option if the volunteering activity is cross-border:

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.*]*

If the activity will be done in one of the languages covered by the Online Language Support, 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.

[Please further describe the responsibilities of the organisation in the activity concerning housing, practical arrangements, rules of conduct, etc. Please include the contact details of all the partner organisations involved in the activity and their responsibilities.]

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 2018/1725[8] 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 Agency[9]. 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.

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8 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.

9 https://youth.europa.eu/solidarity/organisations/contact-national-agencies_en

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 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

[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.]

[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 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 [organisation country], the organisation or by any other outside body authorised by the European Commission or the National Agency of [organisation country] 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 [organisation country], 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 [organisation country] 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

[Option if there are other entities or organisations involved in the volunteering activity, please add all that concern the volunteer:

Other entities/organisation(s) involved in the project:

[full official name]

[official legal form]

[official registration No]

[official address in full]

[Phone]

[E-mail]

[Role in the volunteering project]

Communications to these entities/organisation(s) have to be made at the address above.*]*

The National Agency for this project is:

[Country] – [NA_ID]

Communications to the National Agency have to be made at the official address that you can find at the link below.

https://youth.europa.eu/solidarity/organisations/contact-national-agencies_en

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 [country of the NA]. 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 [insert the day of signature by the participant].

SIGNATURES

For the participant	For the organisation
[forename/surname]	[forename/surname/function]
[signature]	[signature]
Done in [English]	Done in [English]