



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

European Solidarity Corps – Volunteering agreement

Richtsberg Gesamtschule Marburg, PIC: 945759410

Address: Karlsbaderweg 3, 35039 Marburg/Lahn, Germany

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

M~~r~~/Mrs Maiwenn Jouault

Date of birth: 21/02/1997	Nationality: France
Address: 73 rue Albert Dhalenne 93400 Saint Ouen	
Phone: 06 37 50 98 58	E-mail: maiwennjouault@yahoo.fr
Sex: Female	

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:

Coordinating:

Theater GegenStand e.V., PIC: 948804046, Rudolf-Bultmann-Straße 2a, 35039 Marburg

Sending:

[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:

2019-2-DE04-ESC11-018050

Project title:

Intercultural and Inclusive Work with Pupils

National Agency:

JUGEND für Europa - Nationale Agentur für die EU-Programme

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 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

- 2.1 The agreement shall enter into force on the date when the last of the four parties signs.
- 2.2 The activity period shall start on **01.08.2020** and end on **31.07.2021**.

ARTICLE 3 – FINANCIAL SUPPORT

- Theater GegenStand e.V. as Coordinating Organisation is responsible for distributing the funds to all partner organisations as agreed upon by all partners after receiving their bank details.
 - The Sending Organisation A.A.A.M.I. will receive 540 € out of the project funds for its sending activities.
 - Theater GegenStand e.V. (Coordinating Organisation) will receive 798 € for its coordinating activities and support during activities.
 - Richtsberg Gesamtschule will receive 9472 € in total for hosting Ms Jouault for the duration of twelve months, excluding travelling costs and visa costs if applicable. This sum will be distributed on a pro rata basis for Cost and logis including pocket money to the volunteer, though reduced by the rent.
 - The grant for Travelling costs is 275 € for both ways maximum. Exceeding costs have to be paid by the volunteer. The volunteer will pay in advance for is travelling costs. After handing over the proper receipts by the volunteer the sum will be reimbursed immediately by Richtsberg Gesamtschule.
 - **The volunteer will have a total amount of 789 € per month,** reduced by the rent for the apartment. The total cost of the apartment is 350 €, this includes electricity and Wifi.
 - This means the volunteer will have left 439,35 € per month for everything else. The sum includes the pocket money granted by the program,
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ARTICLE 4 – RIGHTS, RESPONSIBILITIES AND PAYMENT ARRANGEMENTS

A) The sending Organisation declares itself responsible for the following:

- To be in charge of the preparation and support for the volunteer before and after the EVS-activities if needed. This includes to make sure the volunteer fully understands all part of the communication with the coordinating and host organisation concerning his/her duties and responsibilities and also the rights and amount of money he or she is entitled to...
- To ensure the volunteer receives pre-departure training, including the info kit provided by the EU
- To support the volunteer with travel arrangements, visa proceedings and all the administrative procedures for EVS if needed.
- To obtain regular feedback of the situation from the volunteer as well as the host organisation if needed.
- To enroll the volunteer into the Insurance Plan for EVS volunteers and assisting the volunteer in getting the European Health Insurance card.

B) The Coordinating organisation (Theater GegenStand e.V.) declares itself responsible for the following:

- Being responsible for a correct application for the project to the national agency and handle any issues concerning the national agency.
- To search for possible candidates and contact them.
- To ensure the volunteer's participation in seminars and other activities of the volunteer programme.
- To inform the volunteer of his/her rights and responsibilities.
- To provide the sending organisation with the dissemination costs of project. To provide pocket and food money and transportation fees according to the project rules applied by the EU to the volunteer or host organisation.

C) The Host organisation Richtsberg Gesamtschule declares itself responsible for the following:

- To ensure safe and decent living and working conditions for the volunteer during the activity.
- To provide the volunteer a mentor who will support him/her during the project.
- To inform the staff about the arrival of the EVS volunteer.
- To help the volunteer to integrate into the working team and into the local community. Richtsberg Gesamtschule will provide a workplan, ensuring it does not exceed 35 hours per week.
- To remind the volunteer to respect rules and regulations applicable to his/her place of work.
- To provide language training.
- To provide accommodation as well as travelling costs to the NA activities (on-arrival training and midterm meeting).

- To provide the Youth Pass: The volunteer has the right to obtain a youth pass, describing his work and learning.

D) Additional rights and duties for the volunteer:

- The volunteer will follow the instructions of her tutor concerning his/her work for Richtsberg Gesamtschule.
- The work schedule may include working hours on national holidays, weekends and evenings, though not on a regular basis.
- During his stay the volunteer should take effort to improve his german speaking capabilities, to be more productive in his working environment.
- The volunteer is entitled to two days of holiday per month, which can be taken separate or cumulative after coordinating calendars with the host organisation.
- The volunteer is responsible to provide everything necessary for his own diet by his monthly funding. He/She is entitled to use the offer of the canteen of the school for highly reduced prices.
- A room in an apartment will be provided for the volunteer. Furniture, kitchen utensils in reasonable condition etc. will be provided. The room is part of the contract.
- If problems or conflicts occur on the workplace, if the volunteer feels himself not understood or his problems seem not to be properly answered by the tutor of the host organisation, he or she may seek support with the responsible of the coordinating organisation Theater GegenStand e.V., who may act as a mediator.

ARTICLE 5 – INSURANCE

- 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 **sending organisation** confirms that the registration has been undertaken and the participant has been duly informed 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.**

ARTICLE 6 – LINGUISTIC SUPPORT

- 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 The participant shall follow the online **german** 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.

ARTICLE 7 – EUROPEAN SOLIDARITY CORPS INFO KIT

7.1 The **sending 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 The volunteer will participate in the Richtsberg Gesamtschule Marburg.

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 10 – LAW APPLICABLE AND COMPETENT COURT

The Agreement is governed by **german law**.

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

Jouault / Maïwenn

[signature] 

Done at Saint Gildas de Rhuys, [date]

For the host organisation

Ferber / Thomas / Headmaster

[signature]

Done at Marburg, [date]

For the coordinating organisation

For the sending organisation

Blix / Stefan / deputy Chairman

[name / forename / function]

[signature]

[signature]

Done at Marburg], [date]

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 Germany, 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 Germany 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 Germany or by any other outside body authorised by the European Commission or the National Agency of Germany to check that the mobility period and the provisions of the agreement are being properly implemented.