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APPENDIX 4: TEMPLATE AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

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

INTRODUCTION

This **agreement** is concluded **between** the following parties:

of the one part,

organisation (“organisation”),

[full official name of the supporting or hosting organisation]

[official legal status]

[official registration number]

[full official address]

[OID number],

represented for the purpose of signing this agreement by [name and function],

and

of the other part,

'participant':

[**name and surname**], residing at [full official address],

[Telephone number]

[E-mail]

[Nationality]

[Gender: F/M/Other]

[Date of birth: [dd/mm/yyyy]]

[PRN1:]

The above parties have agreed to enter into an agreement covering the following terms and conditions.

1 Personal reference number from the European Youth Portal.



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TERMS AND CONDITIONS

CHAPTER 1 GENERAL PROVISIONS

ARTICLE 1: SUBJECT MATTER OF THE AGREEMENT

This agreement establishes the rights and obligations, as well as the conditions applicable to the support granted for the implementation of the activity: ‘Volunteering activity under the European Solidarity Corps programme’.

ARTICLE 2 — DEFINITIONS

For the purposes of this agreement the following definitions shall apply:

Activity – an activity undertaken in the context of this agreement.

Financial support – financial support provided in the context of this agreement.

Participants – natural persons who are fully involved in the project and may receive part of the European Union grant intended to cover the costs of their participation.

Fraud – misuse as defined in Article 3 of the EU Directive 2017/1371² and Article 1 of the Convention on the protection of the European Communities’ financial interests, established by the Council Act of 26 July 1995³, as well as any other improper or unlawful acts aimed at obtaining financial or personal benefit.

Irregularities – any type of breach (of law or of the agreement's provisions) that may affect the financial interests of the EU, including irregularities within the meaning of Article 1(2) of Regulation (EC) No 2988/95⁴.

CHAPTER 2 THE ACTIVITY

ARTICLE 3 — THE ACTIVITY

Support shall be granted to the participant for undertaking a volunteering activity which will take place in [insert activity location and full address] under the ‘European Solidarity Corps’ programme, as described in this article.

[Describe the role and tasks of the participant within the organisation]

ARTICLE 4 – IMPLEMENTATION PERIOD AND START DATE

This agreement enters into force on the date it is signed by the last of the parties.

The activity period starts on [date]⁵ and ends on [date]⁶.

²Directive (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).

³OJ C 316, 27.11.1995, p. 48.

⁴Council 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).

⁵ The start date of the activity is the first day on which the participant is required to be present at the hosting organisation.

⁶ The end date of the activity is the last day on which the participant is required to be present at the hosting organisation.



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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 is calculated by multiplying the number of activity days by the applicable daily rate for the host country, including one travel day before and one travel day after the activity, and additionally up to four extra days for participants receiving financial support for travel by environmentally friendly means of transport.

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

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

ARTICLE 6 – ELIGIBLE AND INELIGIBLE COSTS

The eligibility conditions are as follows:

- a) they must be incurred in connection with the activity and be necessary for the implementation of the activity referred to in Article3, and within the period specified in Article4.;
- b) they must comply with applicable national legislation concerning taxation, labour law, and social security, and
- c) reimbursement of actual costs incurred in relation to the participation of young people with fewer opportunities must be based on supporting documents such as receipts, invoices, etc.; such costs must be identifiable and verifiable;
- d) they must not be used to cover similar costs already funded by other European Union funds.

CHAPTER 4 PERFORMANCE OF THE AGREEMENT

ARTICLE 7 — OBLIGATIONS OF THE PARTICIPANT AND THE ORGANISATION

7.1 Obligations of the participant

The participant is fully responsible to the organisation for implementing the activity in accordance with the description set out in Appendix 3 and in line with the provisions of this agreement and all legal obligations arising from applicable EU, international, and national law.

The participant must carry out the agreement to the best of their ability and in good faith.

During the period specified in Article4, the participant may not engage in any other volunteering activity under the European Solidarity Corps, European Voluntary Service, or Erasmus+ volunteering action that would disqualify their participation (in line with the exceptions outlined in the European Solidarity Corps Programme Guide).

The participant is required to obtain a European Health Insurance Card, if available free of charge, prior to arrival in the host country.



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In the event of checks, reviews, or audits referred to in Article 13, the participant must cooperate diligently and provide – within the required timeframe – all necessary information to verify compliance with the agreement.

The participant shall familiarise themselves with the contents of the European Solidarity Corps Info Kit at the beginning of the activity.

The participant will take part in pre-departure training, on-arrival training, mid-term evaluation, and the annual event.

If the activity takes place in one of the languages covered by the Online Language Support tool, the participant will take an online language course in that language to prepare for the activity abroad. The participant shall notify the organisation immediately if unable to participate in the online language course.

[Please describe other rights and responsibilities of the participant regarding accommodation, practical arrangements, code of conduct, etc. Please note that the participant's role and tasks must be detailed in Article 3].

In the event that the participant fails to meet any of the obligations under this agreement, the grant may be suspended or the agreement terminated (see Article 5).

7.2 Obligations of the organisation

The organisation shall provide the participants with safe and dignified living and volunteering conditions.

The organisation shall offer the participant appropriate support for learning and development, in accordance with the quality standards outlined in the European Solidarity Corps Programme Guide.

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

Where applicable, the organisation must ensure that the participant has the required authorisation to work with vulnerable groups if such authorisation is required under national law.

The organisation must ensure that the Polish participant is covered by accident and sickness insurance under a national or private insurance scheme. The organisation must also ensure that the participant is covered by third-party liability insurance.]

The organisation must ensure that the participant is registered in the European Solidarity Corps insurance system.

If the activity is carried out in a language covered by the *Online Language Support* tool (excluding native speakers of that language), the organisation may provide the participant with two online language assessments: one before the activity begins and one after its completion.



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[Please describe the organisation's responsibilities regarding accommodation, practical arrangements, code of conduct, etc. Please provide contact details of all partner organisations involved in the activity and their responsibilities.]

ARTICLE 8 – ETHICS AND VALUES

The activity must be carried out in accordance with the highest ethical standards and relevant EU, international, and national law concerning ethical principles.

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

Failure to comply with any of the obligations set out in this article may result in the financial support being withheld (see Chapter 5).

ARTICLE 9 – DATA PROTECTION

All personal data under this agreement shall be processed under the supervision of the data controller specified in the Privacy Statement, in accordance with applicable data protection legislation, in particular Regulation 2018/1725⁷ and related national data protection laws, and for the purposes specified in the Privacy Statement available at: <https://ec.europa.eu/erasmus-esc-personal-data>.

Such data shall be processed solely in connection with the implementation of this agreement and any subsequent actions carried out by the organisation, the National Agency, and the European Commission, without prejudice to the possibility of transferring the data to bodies responsible for inspection and audit in accordance with EU law (the Court of Auditors or the European Anti-Fraud Office (OLAF)).

Upon written request, the participant may access their personal data and correct any inaccurate or incomplete information. The participant should direct any questions regarding the processing of their personal data to the organisation or the National Agency⁸. The participant may lodge a complaint regarding the processing of their personal data with the European Data Protection Supervisor concerning the use of their data by the European Commission.

ARTICLE 10 – DOCUMENT RETENTION

The participant must retain supporting documentation throughout the activity period to demonstrate its proper implementation.

Documentation and supporting evidence must be made available upon request or as part of checks, reviews, audits, or investigations (see Article 13).

⁷ 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.

⁸ https://youth.europa.eu/solidarity/organisations/contact-national-agencies_pl



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In the event of checks, audits, investigations, legal disputes, or other claims based on the agreement, the participant must retain such documentation and other supporting materials until those procedures are concluded.

The participant must retain original documents. Digital documents and documents digitised from paper format are considered originals if allowed under applicable national law. The organisation may accept non-original documents if they offer a comparable level of credibility.

ARTICLE 11 – PARTICIPANT REPORT

The participant shall complete a report no later than 30 days after the end of the activity period using an online questionnaire providing feedback on the factual and qualitative aspects of the activity period, as well as on its preparation and follow-up activities.

If the participant fails to submit the report, the organisation will not issue a certificate of participation.

ARTICLE 12 — PAYMENTS AND PAYMENT ARRANGEMENTS

[Describe in this section the planned payment arrangements, such as advance payments, reimbursement of tickets, etc.]

[Describe in detail the arrangements for the payment of the financial support (please specify the dates, amounts and currency of each payment)].

ARTICLE 13 – CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS

The participant agrees to cooperate diligently and provide all information requested by the European Commission, the National Agency [of the organisation's country], the organisation, or any other external body authorised by the European Commission or the National Agency [of the organisation's country] for the purpose of verifying whether the project and the provisions of the agreement are being/have been properly implemented.

Upon request from these bodies, the participant must provide full, accurate, and complete information in the required format and within the specified deadline.

Any findings related to the agreement may result in a request for reimbursement, suspension of payments, or further legal action in accordance with applicable national law.

CHAPTER 5 CONSEQUENCES OF FAILURE TO FULFIL OBLIGATIONS

ARTICLE 14 – SUSPENSION OF THE AGREEMENT

The participant or the organisation may request a suspension of the grant if exceptional circumstances – in particular force majeure (see Article 17) – make it impossible or excessively difficult to carry out the activity. The agreement may be suspended with the consent of the other party and on a date agreed by both parties following an amendment to the agreement, and may subsequently be resumed.

The suspension **becomes effective** on the date agreed by the parties.



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

- a) substantial errors, irregularities or financial fraud, or
- b) a significant breach of the obligations under this agreement or during the grant award process (including incorrect implementation of the activity, submission of false information, failure to provide required information, breach of ethical standards (where applicable), etc.).

The suspension **becomes effective** on the day following the notification.

Once circumstances allow for resumption, the parties must promptly agree on a date to resume the activity (the day following the end of the suspension). The suspension shall **be lifted** with effect from the date on which it ends.

No financial support shall be paid to the participant during the suspension.

The participant shall not be entitled to claim compensation for suspension by the organisation.

If the participant believes that payment was unjustly withheld, they may present their case to the relevant National Agency, after attempting to obtain clarification from the organisation or when the dispute cannot be resolved amicably.

Suspension of financial support does not affect the organisation's right to terminate the financial support (see Article15).

ARTICLE 15 – TERMINATION OF THE CONTRACT OR TERMINATION OF PARTICIPATION BY THE ORGANISATION OR PARTICIPANT

The participant or the organisation may terminate the agreement or participation if exceptional circumstances – in particular force majeure (see Article17) – make it impossible or excessively difficult to carry out the activity.

In the event of termination due to force majeure, the participant shall be entitled to receive at least financial support corresponding to the **actual duration** of the activity. Any remaining funds must be returned.

In the event of a serious breach of the obligations laid down in this agreement, either party has the right to terminate the agreement by giving formal notice to the other party.

The organisation may terminate the agreement if the participant has committed serious errors, irregularities, financial fraud, corruption, or is involved in organised crime, money laundering, terrorism-related offences (including the financing of terrorism), child labour, or human trafficking.

If the participant terminates the agreement before the end of the activity, they must repay the financial support received in advance for the days on which the activity was not carried out.



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Unię Europejską

If the participant fails to return the due amount voluntarily, thereby disregarding the deadline specified in the written recovery notice sent by registered mail, the organisation reserves the right to initiate legal proceedings.

Termination of the agreement or participation **becomes effective** on the day after confirmation is delivered (or at a later date specified in the confirmation: the ‘termination date’).

The participant shall not be entitled to claim compensation for termination of the agreement by the organisation.

Following termination, the participant’s obligations – in particular Article 11 (reporting), Article 13 (checks, reviews, audits, and investigations) – shall continue to apply.

ARTICLE 16 – LIABILITY

Each party to this agreement shall release the other party from civil liability for any damage incurred by them or their employees in connection with the implementation of this agreement, provided such damage did not result from the serious and intentional misconduct of the other party or its employees.

The National Agency [of the organisation’s country], the European Commission, and its staff shall not be held liable for any claim related to this agreement for damage caused during the implementation of the activity. Accordingly, the National Agency [of the organisation’s country] or the European Commission shall reject any requests for compensation or reimbursement submitted in relation to such claims.

ARTICLE 17 – FORCE MAJEURE

Neither party shall be considered in breach of its obligations under the agreement if their performance is prevented by force majeure.

‘Force majeure’ means any situation or event which:

- prevents either party from fulfilling its obligations under the agreement,
- constitutes an unforeseeable, exceptional situation beyond the control of the parties,
- is not attributable to error or negligence on their part (or on the part of other entities involved in the activity), and
- proves unavoidable despite exercising all due diligence.

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

The parties must immediately take all necessary steps to limit any damage resulting from the force majeure and make every effort to resume implementation of the activity as soon as possible.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 18 – COMMUNICATION BETWEEN THE PARTIES

18.1 Forms and means of communication

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



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Unię Europejską

Official notifications must be sent by registered letter with acknowledgment of receipt ('official written notification').

However, official notifications may also be sent electronically if permitted by the national law of the relevant Member State, particularly if accompanied by proof of delivery.

18.2 Date of transmission of information

Information is deemed to have been transmitted at the moment it is sent by the party acting as the sender (i.e. on the date and at the time of sending).

An official written notification sent by registered letter with acknowledgment of receipt is deemed to have been made:

- on the date of delivery recorded by the postal service, or
- on the scheduled date of collection from the post office.

18.3 Useful information regarding communication

Other entities/organisations involved in the project:

[full official name] – NOT APPLICABLE

[official legal status] – NOT APPLICABLE

[official registration number] – NOT APPLICABLE

[full official address] – NOT APPLICABLE

[Telephone] – NOT APPLICABLE

[E-mail] – NOT APPLICABLE

[Role in the volunteering project] – NOT APPLICABLE

Information for these entities/organisations should be sent to the address provided above.]

The National Agency for this project is:

[country] – [ID NA]

Information for the National Agency should be sent to its official address, available at:

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

ARTICLE 19 – AMENDMENTS

This agreement may be amended unless the amendment results in substantial changes to the agreement – in such a case, a new agreement must be signed.

A request for an amendment may be submitted by either party.

All amendments to the agreement must be made in writing and in due time.

The amendment **enters into force** on the date of signature by the party receiving the request.

The amendment **becomes effective** on the date it enters into force or on another date specified in the amendment.

ARTICLE 20 – APPLICABLE LAW AND DISPUTE RESOLUTION

This agreement shall be governed by the national law of [country of the national agency]. The competent court determined in accordance with applicable national law shall have sole jurisdiction



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over any disputes between the organisation and the participant concerning the interpretation, application, or validity of this agreement, where such disputes cannot be resolved amicably.

ARTICLE 21 – ENTRY INTO FORCE

This agreement shall enter into force on [insert date of signature by the participant].

SIGNATURES

On behalf of the participant

[name/surname]

[signature]

Drawn up in [Polish]

On behalf of the organisation

[name and surname/function]

[signature]

Drawn up in [Polish]