

ANNEX 4: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS IN VOLUNTEERING PROJECTS¹

VOLUNTEERING AGREEMENT – EUROPEAN SOLIDARITY CORPS

MAIN CONDITIONS

Project [insert number]

National Agency: [please enter the name of the National agency for this project]

Project Country: [lead organisation country]

Location of the activity: [please enter the address where the volunteering activity will take place]

Activity duration: [duration] from [start date] to [end date]

Volunteering type: [In-country] [Cross-border]

Insurance number: [Insurance number]

This volunteering agreement ('the Agreement') is concluded according to Regulation (EU) 2021/888 establishing the European Solidarity Corps Programme² between the following parties:

on the one part,

the **Organisation** (hereinafter referred to as '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 **Participant** (hereinafter referred to as 'the Volunteer'):

[first name and family name, residing at [official address in full],

Phone:[Phone], e-mail: [E-mail], Nationality: [Nationality], Date of birth: [Date of birth: dd/mm/yyyy], PRN: [PRN³]

hereinafter collectively referred to as the '**parties**'.

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

² Regulation (EU) 2021/888 of the European Parliament and of the Council of 20 May 2021 establishing the European Solidarity Corps Programme and repealing Regulations (EU) 2018/1475 and (EU) No 375/2014 (hereinafter the 'ESC Regulation'), OJ L 202, 08/06/2021, p. 32–54, ELI: <http://data.europa.eu/eli/reg/2021/888/oj>.

³ Personal Reference Number from the European Youth Portal.

Other **Participating Organisation(s)** involved in the project

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

[official legal form]

Registration number: [official registration No]

Official address:[official address in full]

OID: [OID number],

[repeat for another partner organisation, if applicable]

ENTRY INTO FORCE

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

The Agreement is composed of:

- Main Conditions
- Annex I – Specific Terms and Conditions
- Annex II – General Terms and Conditions

SIGNATURES

For the **volunteer**

[forename/surname]

[signature]

For the **organisation**

[forename/surname/function]

[signature]

ANNEX I

SPECIFIC TERMS AND CONDITIONS

ARTICLE 1 – VOLUNTEERING ACTIVITY

The volunteer undertakes to carry out a volunteering activity under the European Solidarity Corps Programme at [insert location of the activity in full address].

The organisation shall provide support to the volunteer for undertaking the volunteering activity as defined below.

ARTICLE 2 – INSURANCE

[Please describe the type of insurance for the volunteer].

ARTICLE 3 – ROLES AND TASKS OF THE VOLUNTEER

In addition to the rights and responsibilities set out in the General Terms and Conditions, the parties agree on the following description of roles and tasks of the volunteer during the volunteering activity:

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

ARTICLE 4 – LANGUAGE SUPPORT

Online Language Support OR Please describe the obligations of the volunteer with regards to language support provided in the context of the project.

ARTICLE 5 – RESPONSIBILITIES OF THE ORGANISATION

In addition to the rights and responsibilities set out in the General Terms and Conditions, the parties agree on the following description of tasks of the organisation during the volunteering activity:

[Please describe all the responsibilities and the contact details of the participating organisations in the activity concerning housing, practical arrangements, rules of conduct, etc.]

ARTICLE 6 – PAYMENTS AND PAYMENT ARRANGEMENTS

Pocket money: [calculated as described in the General Terms and Conditions]

[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., and the payment arrangements of the financial support (dates, amounts and currency of each payment to be specified, bank account of the volunteer, etc.)]

ANNEX II

GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

This volunteering agreement sets out the rights and obligations of the parties thereto, the duration and location of the volunteering activity and description of the tasks involved. It includes the 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 purposes of this Agreement, the definitions stated in the **European Solidarity Corps Guide 2025**⁴ and in the **EU Financial Regulation**⁵ apply.

ARTICLE 3 — DURATION OF THE ACTIVITY AND STARTING DATE

The start date of the activity shall be the first day that the volunteer needs to be present at the host organisation. The activity cannot start before the agreement is signed.

The end date shall be the last day the volunteer needs to be present at the host organisation.

ARTICLE 4 — RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 Rights and responsibilities of the volunteer

The volunteer has the right to carry out the volunteering activity in safe and decent living and working conditions and to receive quality and support measures as defined below and in line with Quality Label standards of the participating organisations and in compliance with the European Solidarity Corps Guide 2025.

The volunteer is fully responsible towards the participating organisations for implementing the activities described in Annex I and for compliance with the provisions of this agreement and all legal obligations under the applicable law.

The volunteer must implement the Agreement to their best abilities and in good faith. During the period indicated in Annex I, the volunteer must not undertake any other European Solidarity Corps volunteering activity.

The volunteer has the obligation of obtaining the European Health Insurance Card (EHIC), if available, before arriving to the host country. If the EHIC card is not free of charge, the cost should be reimbursed, in agreement with the organisation.

⁴ https://youth.europa.eu/sites/default/files/inline-files/European_solidarity_corps_guide_2025.pdf

⁵ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) (OJ L, 2024/2509, 26.09.2024, ELI: <http://data.europa.eu/eli/reg/2024/2509/oj>)

In the eventuality of a check, review, audit in Article 11, the volunteer must cooperate diligently and provide — within the deadline requested — any information to verify compliance with the Agreement.

The volunteer undertakes to be familiar with the contents of the European Solidarity Corps Info Kit at the start of the activity.

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

If the activity is done in one of the languages and levels covered by the Online Language Support, the volunteer will follow the online language training in that language in order to prepare for the activity abroad. The volunteer will immediately inform the organisation if they are unable to carry out the online language course.

If the volunteer breaches any of its obligations under this Agreement, the financial support may be suspended or terminated.

4.2 Rights and responsibilities for the organisation

The organisation must implement the Agreement to their best abilities and in good faith, in compliance with the principles, objectives and quality standards of the European Solidarity Corps and the Quality Label standards.

The organisation shall provide financial support to the volunteer for undertaking a volunteering activity under the European Solidarity Corps programme as detailed in Article 6.

The organisation shall ensure safe and decent living and volunteering conditions for the volunteer.

The organisation shall ensure adequate support to the volunteer for learning and development, in line with the quality standards outlined in the European Solidarity Corps Programme Guide 2025.

The organisation shall ensure that the volunteer has received the European Solidarity Corps Info Kit before the start of the activity.

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

If the activity will be done in one of the languages/levels covered by the Online Language Support (OLS), the organisation shall encourage volunteers to use OLS and provide them with information and support on how to access the platform.

ARTICLE 5 — INSURANCE

If the volunteering activity is in-country, by signing this agreement, the organisation confirms that the volunteer will be insured, either through the national health system/EHIC or through a private insurance scheme, for accidents and illness. The organisation also confirms that the volunteer will be insured for third party liability.

If the volunteering activity is cross-border, the volunteer shall be registered for the **European Solidarity Corps insurance scheme**, before the departure to the place of the volunteering activity. By signing this agreement, the organisation confirms that the volunteer has been duly informed of how the insurance scheme functions, as well as of the obligation of obtaining the European Health Insurance Card, if available, before arriving to the host country.

ARTICLE 6 — FINANCIAL AND NON-FINANCIAL SUPPORT

The organisation shall provide the volunteer with financial support from EU funds in the form of pocket money for the activity period. 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 volunteers receiving a green travel financial support.

The organisation shall provide the volunteer with financial support for travel expenses and other eligible exceptional costs in line with the European Solidarity Corps Programme Guide 2025.

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

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 volunteer.

To be eligible for financial support, the activity it relates to must have taken place during the period set out in the Main Conditions or, in case of an earlier termination, in the period up to the effective date of termination, and comply with the applicable laws and provisions of this agreement.

The financial support may not be used to cover activities and costs already funded by European Union funds.

ARTICLE 7 – RECOVERY

The financial support or part thereof shall be recovered by the organisation if the volunteer does not comply with the terms of the agreement. If the volunteer terminates the agreement before it ends, they will have to return the amount of the grant already paid to them in advance for non-active days, except if agreed differently with the organisation. The latter shall be reported by the organisation and accepted by the National Agency.

ARTICLE 8 — ETHICS AND VALUES

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

The parties to this agreement 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 the volunteer breaches any of their obligations under this Article, the financial support may not be paid.

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 volunteer may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the organisation and/or the National Agency⁷. The volunteer may lodge a complaint against the processing of their personal data to the European Data Protection Supervisor.

ARTICLE 10 — PARTICIPANT REPORT

The volunteer shall complete a 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. Until the volunteer submits the report, the organisation will not issue the certificate of participation.

ARTICLE 11— CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS

The parties to this Agreement undertake to cooperate diligently and provide any information requested by the European Commission, the organisation country's National Agency or by any other outside body authorised by the European Commission or the organisation country's National Agency to check that the project and the provisions of the Agreement are being/have been properly implemented.

If requested by these bodies, the parties 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.

ARTICLE 12 — AGREEMENT SUSPENSION

The agreement may be suspended by initiative of the volunteer or of the organisation if exceptional circumstances — in particular *force majeure* (see Article 15) — 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.

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

Either party to this agreement may — at any moment — suspend the agreement, if the other party 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), failing to cooperate with checks, reviews, audits and investigations 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 volunteer.

The volunteer may not claim damages due to suspension by the participating organisations.

If the volunteer believes the payment is being unduly withheld, the volunteer may address the situation to the competent National Agency, after trying to obtain clarification from the participating organisations 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 13).

ARTICLE 13 — AGREEMENT TERMINATION

The agreement may be terminated by the volunteer or the organisation if exceptional circumstances — in particular *force majeure* (see Article 15) — make implementation impossible or excessively difficult.

In case of termination due to *force majeure* or other reasons on the part of the organisation, the volunteer 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.

Either party may terminate the agreement, if the other party 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 volunteer 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 reduce the financial support depending on the seriousness of the breach on the part of the volunteer under any of the motives listed in 4th paragraph and initiate a court action if any requested refund is not voluntarily repaid within the deadline notified to the volunteer by registered letter.

The volunteer may not claim damages due to termination by the participating organisations, if this termination was caused by any of the motives on the volunteer's part listed in the 4th paragraph of this article.

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

After termination, the volunteer's and the organisations' obligations (in particular 10 (participant report), 11 (checks, reviews, audits and investigations)) continue to apply.

ARTICLE 14 — 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 project country's National Agency, 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 organisation country's National Agency or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 15 — 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 despite 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.

ARTICLE 16 — COMMUNICATION BETWEEN THE PARTIES

16.1 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.

16.2 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.

Communications to the National Agency must be made at the official address that you can find at the link. https://youth.europa.eu/solidarity/organisations/contact-national-agencies_en

ARTICLE 17 — AMENDMENTS

The Agreement may be amended, unless the amendment entails substantial changes to the Agreement, case in which a new Agreement must 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 18 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Agreement is governed by the national law of the project country. The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the volunteer concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE 19 — DECLARATION BY THE VOLUNTEER

By signing this agreement, the volunteer declares to not have taken part in a European Solidarity Corps volunteering activity, EVS or in an Erasmus+ volunteering activity previously that would make his participation ineligible (according to the exceptions indicated in the European Solidarity Corps Guide). The volunteer declares that they are familiar with the contents of the European Solidarity Corps Info Kit.