

Bundesamt für Familie und zivilgesellschaftliche Aufgaben



# Agreement

# on the performance of Volunteer Service in accordance with the provisions of the German Federal Volunteer Service Act (Bundesfreiwilligendienstgesetz BFDG)<sup>1</sup>

between

the Federal Republic of Germany, represented by the Federal Office of Family Affairs and Civil Society Functions (BAFzA), D-50964 Cologne

and the volunteer

**Please select** 

First name

Last name

Other names or titles

Academic qualification

born on date of birth

**Building name** 

Street house number

Postcode city

**Country** (if not Germany / in the event of a foreign address)

represented by (e.g. for minors, name and address of the legal representative)

- Please select
- First name Last name
- Other names or titles
- Academic qualification
- Address supplement

Street house number

Postcode city

**Country** (if not Germany / in the event of a foreign address)

<sup>&</sup>lt;sup>1</sup> No employment relationship is hereby established.

#### 1. Assignment location

The Federal Volunteer Service shall be performed at (assignment location number EST )

#### Name of the assignment location

#### Street house number

#### Postcode city

1.1 The assignment location is assigned to the following central office (**number: ZSTDE**):

# Name of the central office

# Street house number

# Postcode city

1.2 Optional: The assignment location belongs to the following sponsoring organisation / independent organisational unit (SOE) (**number: SOEDE**):

Name of the sponsoring organisation / SOE

Street house number

Postcode city

#### 2. Duration and period of service

The Federal Volunteer Service shall run from to with a weekly service period of hours.

The regular working hours (full-time) of the persons volunteering at the assignment location (e.g. main volunteer) shall amount to hours.

#### 3. Allowance and other cash and non-cash benefits<sup>2</sup>

3.1 The assignment location agrees to grant a **monthly allowance** in the amount of €

# 3.2 In addition, the following benefits are agreed:

<sup>&</sup>lt;sup>2</sup> All fields listed under no. 3.2 and 3.3 must be completed. If a benefit is not granted, this must also be indicated (e.g. with "-" or "0.00").

3.2.1	Free meals (to be assessed with a non-cash benefit value according to the Social Security Compenert rective) to the value of	sation Di- €
	and/or corresponding monetary compensation in the amount of	€
3.2.2	<b>Provision of free accommodation</b> (to be assessed with a non-cash benefit value according Social Security Compensation Directive) <b>to the value of</b>	g to the €
	and/or corresponding monetary compensation in the amount of	€
3.2.3	Free company or work clothing including cleaning to the value of	€
	and/or corresponding monetary compensation in the amount of	€
3.3 Mobility allowances <sup>3</sup>		
The assignment location grants monthly mobility allowances:		
- for journeys by public transport (usually not subject to social security contributions)		
as monetary compensation in the amount of		€
and	d/or as benefits in kind to the value of	€
- for other mobility alternatives (usually subject to social security contributions)		
	monetary compensation in the amount of I/or as benefits in kind to the value of	€ €

### 4. Social security

The contribution to social insurance, including contributions to statutory accident insurance, amounts to the monthly value of  $\qquad \in \qquad$ 

#### 5. Rights and obligations in the event of illness

In the event of illness, the monthly allowance and all other cash and non-cash benefits as well as mobility allowances shall continue for six weeks, but not beyond the end of the Federal Volunteer Service. The provisions of the Continued Remuneration Act shall not apply.

In the event of incapacity for work, the assignment location must be informed immediately.

In the event of incapacity for work **lasting more than three calendar days**, the volunteer must provide the assignment location with evidence of the incapacity for work and its duration on the following workday at the latest.

In the case of attendance at a seminar, the volunteer must provide evidence of the incapacity for work and its duration to the assignment location on **the first day** of the incapacity.

<sup>&</sup>lt;sup>3</sup> See guidelines on the BFDG § 2.

### 6. Seminars

A total of seminar days shall take place, of which seminar days with accommodation and meals are held at federal training centres. Participation in the seminars is mandatory and free of charge for the volunteer. Participation in seminars counts as service time.

### 7. Holiday

The assignment location undertakes to grant days of holiday for the duration of the period of service.

The holiday calculation is based on a distribution of the weekly working hours over days.

#### 8. Probationary period

The first six weeks of the assignment are considered a probationary period.

#### 9. Early termination of the Federal Volunteer Service

#### 9.1 Dissolution

The Agreement can be dissolved prematurely **by mutual agreement** between the assignment location and the volunteer **by the BAFzA.** Declaration of the mutual agreement must be made in writing to the BAFzA; in the case of minors, only with the consent of their legal representative.

#### 9.2 Termination

The Agreement can **only be terminated by the BAFzA or the volunteer**. The notice of termination must be made in writing; in the case of minors, only with the consent of their legal representative. The Dismissal Protection Act does not apply. The assignment location may request that the BAFzA assesses termination, stating the reasons for the request for termination (not applicable during the probationary period).

- 9.2.1 **Termination during the probationary period**: The Agreement can be terminated with a notice period of two weeks.
- 9.2.2. **Ordinary termination**: The Agreement can be terminated with four weeks' notice to the fifteenth or end of the calendar month.
- 9.2.3. **Extraordinary termination**: With good cause, the Agreement can be terminated without notice. The termination must take place within two weeks after the relevant facts for the termination have become known.

#### 10. Miscellaneous

- 10.1 The volunteer undertakes to carry out the tasks assigned to the best of their knowledge and abilities.
- 10.2 The volunteer confirms that the assignment location has been notified of all previous youth volunteer services (Voluntary Social Year (FSJ) / Voluntary Ecological Year (FÖJ)) and Federal Volunteer Service services.
- 10.3 The volunteer confirms that, at the time the contract was concluded and for the duration of the agreed service period, they do not and will not hold a managerial position at the assignment location specified in Section 1, e.g. in the case of associations, that they are not a member of the board of the assignment location or its associated legal body.
- 10.4 The assignment location shall indemnify the volunteer against liability with respect to third parties (e.g. by taking out business liability insurance).

#### 11. Annex to this Agreement with important information on the Federal Volunteer Service.

Important information on the legal framework for service with the Federal Volunteer Service can be found in the annex to this Agreement. By signing the Agreement, the assignment location confirms that it has handed the annex to this Agreement to the volunteer. By signing, the volunteer confirms that they have taken note of the contents of the annex.

The annex is also available online:

QR code

#### **12.Final provisions**

Any subsequent changes to the concluded Agreement must be made in writing to be valid.

#### 13.Data protection notice

The BAFzA collects and processes personal data relating to all volunteers, in addition to the personal data (name and address) of the legal representative in the case of minors, as per Section 8 (1) sentence 2 BFDG, in conjunction with Art. 6 (1) lit. c GDPR, to the extent that this is necessary for performing the Federal Volunteer Service and issuing a volunteer ID. The provisions of the General Data Protection Regulation and the Federal Data Protection Act are followed. The legal representative of minors who are volunteers hereby indicates by signing the Agreement that they are aware of the processing of this data.

View our Data Privacy Statement here: <u>https://www.bundesfreiwilligendienst.de/service-menue/impressum/datenschutz.html</u>



Cologne, date On behalf of the Federal Office of Family Affairs and Civil Society Functions (BAFzA)

(Stamp and signature)

(Signature of the volunteer)

Approval of the legal representative. (This also includes consent to participation in the obligatory seminars and accommodation at the seminar venue.)

(Signature of the legal representative)

#### Agreed:

Place, date

Place, date

Place, date

(Stamp and signature of the assignment location/legal entity) (Stamp and signature of the sponsoring organisation, where applicable)

# Agreed and quota checked:

City, date

(Stamp and signature of the central office or independent organisational unit for the central office, SOE)