



ANNEX V:

**TEMPLATE FOR AGREEMENTS TO BE USED BETWEEN BENEFICIARY ORGANISATION AND
TRAINEES / JOB HOLDERS**

European Solidarity Corps – Agreement with participants

[This agreement is complementary to any agreement (in line with the national legislation) to be signed between the organisation in which the activity takes place and participants. The format can be adapted by the NA or by the organisation, but the content of this template is a minimum requirement]

[Full official name of the beneficiary organisation, and PIC number]

Address: [official address in full]

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

Mr/Mrs [first name and family name]

Date of birth: [DD/MM/YYYY]	Nationality:
Address: [official address in full]	
Phone:	E-mail:
Sex: [M/F/other]	

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"):

[OPTIONAL]

[The agreement also concerns the following partner organisation(s) in the project:
[Full official name of the partner organisation(s), PIC number and role in the project]

Address: [official address in full]

Called hereafter "the partner organisations"

Project number:

[please enter project number as provided in the agreement]

Project title:

[please enter project title as provided in the agreement]

National Agency:

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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide financial support to the participant for undertaking a traineeship / job 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 two parties signs.
- 2.2 The activity period shall start on [date]¹ and end on [date]².

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The participant shall receive a financial support from EU funds for [xx] days. The total amount for the activity period shall be determined by multiplying the number of days of the activity, capped at a maximum of 180 days, with the rate applicable per day for the host country concerned.
- 3.2 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 participant.
- 3.3 The financial support may not be used to cover similar costs already funded by European Union funds.

ARTICLE 4 – RIGHTS, RESPONSIBILITIES AND PAYMENT ARRANGEMENTS

- 4.1 [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.]
- 4.2 [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 5 – INSURANCE

[If the activity is in-country, use the following provision]

- 5.1 By signing this agreement, the organisation confirms that the participant will be insured, either through the national health system or through a private insurance scheme, for accidents and illness. The organisation also confirms that the participant will be insured for third party liability.

[If the activity is cross-border, use the following provisions instead]

- 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 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.

1 The start date of the activity shall be the first day that the participant needs to be present at the host organisation.

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

ARTICLE 6 – LINGUISTIC SUPPORT [If applicable]

[If the activity will be done in one of the languages covered by the Online Linguistic Support, use the following]

- 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. [Only applicable to participants that will follow an OLS language course] The participant shall follow the online [language to be specified] 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.

[If Online Linguistic Support is not provided, use the following]

- 6.1 [Please describe the obligations of the participant with regards to linguistic support provided in the context of the project]

ARTICLE 7 – EUROPEAN SOLIDARITY CORPS INFO KIT

The organisation has provided the participant with the European Solidarity Corps Info Kit.

ARTICLE 8 – ROLES AND TASKS OF THE PARTICIPANT [unless covered by specific contract]

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

ARTICLE 9 – PARTICIPANT REPORT

The participant shall complete the participant report at the latest 30 days after the end of the activity period.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

The Agreement is governed by Belgian 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.

ARTICLE 10 – DECLARATION BY THE PARTICIPANT

By signing this agreement, the participant declares to not have taken part in a European Solidarity Corps [for traineeships: traineeship] [for jobs: job] activity previously that would make his participation ineligible (according to the rules indicated in the European Solidarity Corps Guide). The Participant declares that they are familiar with the contents of the European Solidarity Corps Info Kit.

SIGNATURES

For the participant
[name / forename]

[signature]

For the organisation
[name / forename / function]

[signature]

Done at [place], [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 Belgium-Flanders 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 Belgium-Flanders 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 (EC) 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 and bodies and on the free movement of such data. Such data shall 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. 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.

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