Annex to the Guidelines (clause 3)

# MODEL VOLUNTEERING AGREEMENT No.\_\_\_\_

city of\_\_\_\_\_

202\_

(hereinafter referred to as the Organization), represented by \_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_ of the one part, and an individual \_\_\_\_\_\_\_ (hereinafter referred to as the Volunteer), \_\_\_\_\_\_\_, of the other part (hereinafter referred to as the Parties), have entered into the Volunteering Agreement (hereinafter referred to as the Agreement) as follows.

# **1. SUBJECT MATTER OF THE AGREEMENT**

1.1. The Organization shall entrust, and the Volunteer shall undertake to provide free of charge volunteer assistance in the form of work and services in the following areas:

1.1.1. Volunteer assistance to citizens affected by a man-made or natural emergency, actions related to the introduction of a special period, legal regimes of emergency or martial law, anti-terrorist operation, implementation of measures to ensure national security and defense, repulsion and deterrence of the armed aggression of the Russian Federation in Donetsk and Luhansk Regions, implementation of measures necessary to ensure the defense of Ukraine, protection of the security of the population and the interests of the state in connection with the military aggression of the Russian Federation against Ukraine and/or the military aggression of any other country against Ukraine, as a result of social conflicts, accidents.

1.1.2. Volunteer assistance to the Armed Forces of Ukraine, other military formations, law enforcement agencies, public authorities during the special period, the legal regime of emergency or martial law, the anti-terrorist operation, implementation of measures to ensure national security and defense, repulsion and deterrence of the armed aggression of the Russian Federation in Donetsk and Luhansk Regions, implementation of measures necessary to ensure the defense of Ukraine, protection of the security of the population and the interests of the state in connection with the military aggression of the Russian Federation against Ukraine and/or the military aggression of any other country against Ukraine.

1.1.3. Volunteer assistance to overcome the consequences of hostilities, terrorist acts, armed conflict, and temporary occupation.

1.1.4. Overcoming the consequences of the armed aggression of the Russian Federation against Ukraine and/or the armed aggression of any other country against Ukraine, as well as post-war recovery and development of Ukraine.

1.1.5. Volunteer assistance to individuals/families who find themselves in difficult life circumstances due to damage caused by hostilities, terrorist acts, armed conflict, temporary occupation, armed aggression of the Russian Federation against Ukraine and/or the armed aggression of any other country against Ukraine.

1.2. The description of the volunteer activity (tasks) for the Volunteer in accordance with the area(s) of volunteer activity specified in clause 1.1 hereof shall be determined in the Annex hereto.

1.3. When providing volunteer assistance to the Organization, the Volunteer shall cooperate with

who is his/her coordinator, who coordinates the organizational aspects of the Volunteer's work and accepts pre-agreed reports for the work performed and services rendered. Contact details of the coordinator:

- 1.4. The Volunteer shall conduct volunteer activities in the Organization from to\_\_\_\_\_.
- 1.5. Volunteer's work schedule:

1.6. While carrying out volunteer activities in the areas specified in clause 1.1 hereof, the Volunteer shall be guided by the current legislation of Ukraine and the conditions established herein.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Volunteer shall have the right to:

2.1.1. Carry out volunteer activities in appropriate conditions, including obtaining reliable, accurate and complete information related to the conduct of volunteer activities.

2.1.2. Be provided with special protective equipment, gear and tools, if necessary.

2.1.3. Reimbursement of expenses related to the performance of volunteer activities provided for in Article 11 of the Law of Ukraine "On Volunteering" in accordance with the procedure and on the terms and conditions specified herein.



2.1.4. Obtain confirmation from the Organization (certificates, recommendations, etc.) regarding the specifics, quality, and scope of the volunteer assistance provided.

2.1.5. Have the time spent on volunteer activities credited as the internship if it aligns with the field of study and specialty obtained, subject to the consent of the educational institution.

2.1.6. Exercise other rights provided for by the legislation of Ukraine.

2.2. The Volunteer shall bear responsibility for:

2.2.1. Conscientious and timely fulfillment of duties related to volunteer activities.

2.2.2. Undergoing a medical examination in cases specified by law and submitting a medical certificate.

2.2.3. Undergoing the necessary training (retraining), if necessary.

2.2.4. Avoiding actions and deeds that may negatively affect the reputation of the Volunteer or the Organization.

2.2.5. Compliance with the legal regime for working with classified information in case of working with such information while providing volunteer assistance.

2.2.6. Reporting on the performance of certain tasks in the manner and form additionally agreed upon by the Parties.

2.2.7. Ensuring the confidentiality of any information obtained or potentially obtained by the Volunteer during the provision of assistance, including information about the Organization, beneficiaries, or other volunteers.

2.2.8. Compensation to the Organization for property damage caused as a result of volunteering, in accordance with the law.

2.3. The Organization shall have the right to:

2.3.1. Provide the Volunteer with an ID certifying the identity and type of volunteer activity provided for the Organization.

2.3.2. Insure life and health of the Volunteer for the period of volunteer activity in accordance with the Law of Ukraine "On Insurance".

2.3.3. Reimburse the Volunteer for the expenses incurred during the performance of volunteer activities stipulated by the Law of Ukraine "On Volunteering" and the Agreement.

<sup>2.3.4.</sup> Receive a report from the Volunteer on the fulfillment of the tasks assigned by the Organization.

2.3.5. Exercise other rights provided for by the legislation of Ukraine.

2.4. The Organization shall bear responsibility for:

2.4.1. Ensuring safe and healthy conditions for the Volunteer to carry out volunteer activities; providing the necessary tools and protective equipment before starting work, as well as conducting safety training.

2.4.2. If necessary, documentary confirmation of the Volunteer's powers, in particular, by issuing an ID.

2.4.3. Providing information and training to the Volunteer.

2.4.4. Providing the Volunteer with reliable, accurate and complete information about the content and peculiarities of volunteer activities, including the content and conditions of the assigned tasks.

2.4.5. Ensuring free access to information related to the performance of volunteer activities.

2.4.6. Explaining to the Volunteer his/her rights and obligations before starting cooperation.

2.4.7. Active participation in resolving any conflicts that may arise during the volunteer activity.

2.4.8. Control over the fulfillment of the tasks assigned to the Volunteer.

### 3. PROCEDURE FOR THE REIMBURSEMENT OF EXPENSES INCURRED DURING THE PROVISION OF VOLUNTEER ASSISTANCE

3.1. Subject to the availability of supporting primary documents, the Volunteer may be reimbursed for the following expenses:

Travel (including luggage transportation) to the place of volunteering.

Obtaining a visa.

Meals, if the volunteer activity lasts more than 4 hours per day; accommodation in case

of a business trip to another settlement for the purpose of performing volunteer

activities that will last more than 8 hours.

Postal and telephone services related to the volunteer activity.



Medical examination, vaccination and other healthcare measures directly related to the provision of volunteer assistance.

3.2. The expenses specified in paragraphs two through five of clause 3.1 hereof may be reimbursed up to the amount established for the travel expenses reimbursement, as defined by with the Resolution of the Cabinet of Ministers of Ukraine dated February 2, 2011 No. 98 "On the Amount and Composition of Travel Expenses for Civil Servants and Other Individuals Sent on Business Trips by Enterprises, Institutions and Organizations that are Fully or Partially Maintained (Financed) by Budgetary Resources". Such expenses shall be reimbursed if they are necessary to perform the task agreed upon with the head of the Organization and if the amount of reimbursement is determined by the order/directive of the Organization.

The amount of postal expenses specified in paragraph six of clause 3.1 hereof shall be reimbursed if they are confirmed by primary documents and incurred for the the performance of tasks determined by the head of the Organization.

The telephone expenses referred to in paragraph six of clause 3.1 hereof shall be reimbursed in the amount of (specify in writing) for the month of providing volunteer assistance to the Organization (in case of expenses incurred for the performance of tasks for providing volunteer assistance, the task and the method of reimbursement shall be indicated).

The expenses referred to in paragraph seven of clause 3.1 hereof shall be reimbursed to the Volunteer in full if they are necessary for the provision of volunteer assistance. The list of these expenses and their amount shall be agreed upon in advance with the Volunteer's supervisor.

3.3. In accordance with the Law of Ukraine "On the Use of Cash Registers in the Field of Trade, Catering and Services", payment paperwork shall serve as the documents certifying the amount of Volunteer's expenses associated with the provision of volunteer assistance. Should the Volunteer be sent on a business trip abroad, documents certifying the amount of the Volunteer's expenses associated with the business trip shall be drawn up in accordance with the legislation of the relevant state and reimbursed within the limits established by the order of the Organization.

3.4. For the reimbursement of expenses, the Volunteer shall submit an application for reimbursement of expenses and copies of original documents confirming such expenses to the authorized person of the Organization no later than three banking days from the date of incurring the expenses or no later than three banking days from the date of returning from the business trip.

3.5. The funds necessary for the reimbursement of expenses referred to in clause 3.1 hereof shall be transferred to the Volunteer's bank account specified in section 8 hereof.



### 4. TERM OF THE AGREEMENT

### **5. TERMS OF LIABILITY OF THE PARTIES**

5.1. For the improper performance or non-performance of their obligations hereunder, the Parties shall be liable in accordance herewith and under the laws of Ukraine.

5.2. Should one of the Parties suffer tangible damage due trough the actions of the other Party, that Party shall compensate for the damage.

5.3. If one of the Parties causes intangible damage to the other Party, such damage shall be compensated by mutual agreement reached through negotiations between the Parties. In case of impossibility to resolve a dispute regarding compensation for intangible damage or in case of other disputes related to the performance hereof, the Parties shall resolve them in court in accordance with the laws of Ukraine.

5.4. In the event of force majeure due to which one of the Parties cannot fulfill its obligations hereunder in full or in part, the deadline for performance shall be extended for the period during which the obligations were not fulfilled due to the force majeure, but not more than one month. Force majeure circumstances shall include fires, natural disasters, blockades, strikes, hostilities on the territory of the volunteer activity (unless such volunteer activity is related to providing assistance in the area of hostilities and armed conflicts), adoption of laws or other regulations that impede the fulfillment of the terms and conditions hereof, as well as other circumstances determined by law.

## 6. TERMINATION AND SUSPENSION OF THE AGREEMENT

6.1. If the terms and conditions hereof are violated by one of the Parties, the other Party shall have the right to terminate the Agreement early, unless the Parties agree on the terms of extension hereof through negotiations.

6.2. Should one of the Parties decide to terminate the Agreement early, it shall notify the other Party of such intention at least five business days in advance.

6.3. The Agreement may be terminated by the Organization ahead of schedule by sending a notice to the Volunteer in writing (by e-mail or mail) and without observing the five-day period if it is established that



the Volunteer publicly supports the military aggression of the Russian Federation against Ukraine, is a member of terrorist organizations or support them publicly, supports the activities of the terrorist groups "DPR", "LPR" and the occupation of the Autonomous Republic of Crimea.

6.4. The Organization may refuse to cooperate with the Volunteer in all or some areas of activity if the Volunteer fails to perform the tasks assigned to him/her and violates the provisions hereof on a regular basis.

6.5. The Agreement shall be automatically terminated upon expiration of its validity period specified in clause 4.1 hereof.

#### 7. MISCELLANEOUS

7.1. In cases not provided for herein, the Parties shall be governed by the legislation of Ukraine.

7.2. All amendments and additions hereto shall be made by agreement between the Parties during the period of its validity, taking into account the legislation of Ukraine by concluding an additional agreement hereto, which is an integral part hereof and shall enter into force only after its signing by the Parties.

7.3. The Volunteer shall grant the Organization the right to collect, process, and store their personal data, as well as to use it solely to ensure that the Organization complies with the requirements of tax legislation.

7.4. By agreement between the Parties, the Agreement may be executed in electronic form using an electronic digital signature.

7.5. The Agreement in writing shall be executed in two copies having equal legal force and shall be kept by each Party.

7.6. The Volunteer shall be guided by the Agreement and the internal documents of the Organization that apply to the Volunteers engaged by the Organization in its activities. The Volunteer shall read and acknowledge the necessary internal documents of the Organization before signing the Agreement.

7.7. The Organization shall engage the Volunteer to achieve the goals of the Organization's activities.



### 8. DETAILS OF THE PARTIES

#### Organization

(full name of the Organization)

(address: zip code, city, street, building, phone number)

(bank details: IBAN, bank name and MFO code [sort code])

(Organization's EDRPOU [Unified State Register of Enterprises and Organizations of Ukraine] code)

(e-mail address)

#### Volunteer

(last name (if any), first name, patronymic (if any))

(passport number, issuing authority and date of issue)

(bank details: IBAN, bank name and MFO code [sort code])

(RNOKPP [Taxpayer Registration Identification Card Number], if any)

(e-mail address, phone number)

#### Director

(last name (if any), first name, patronymic (if any), signature)

(last name (if any), first name, patronymic (if any), signature)



Annex to the Model Volunteering Agreement

No. \_\_\_\_\_\_dated \_\_\_\_\_202\_\_

# **Description of the Volunteer Activity (Task)**

In accordance with clauses 1.1 and 1.2 of the Volunteering Agreement No.\_\_\_\_ dated \_\_\_\_\_\_, the Volunteer shall undertake to:

1. Provide volunteer assistance to the Organization regarding \_\_\_\_\_\_.

2. Provide volunteer assistance from\_\_\_\_\_

3. By agreement of the Parties, perform other tasks under the coordination of an authorized person of the Organization for\_\_\_\_\_\_

