**Important note**

This sample agreement is provided by Engagement Global (EG) as a **non-binding** template for an agreement between you, the weltwärts sending organisation, and the volunteer.

**It is your responsibility to adapt its content to the specific context of the weltwärts assignments you organise.** It is also your responsibility to ensure that your agreements with volunteers are in line with current programme requirements.

Each weltwärts organisation is responsible for ensuring its agreements undergo a legal review to identify any loopholes or defects. As Engagement Global does not provide legal advice, it does not assume any legal responsibility for the content of the agreement.



**Agreement**

**Insert name and address of sending organisation**

*(hereinafter referred to as “the sending organisation”)*

and

**name of volunteer**, resident at **volunteer’s address,** born **dd.mm.yyyy**

*(hereinafter referred to as “the volunteer”)*

hereby enter into the following

**agreement concerning a volunteer assignment**

**within the framework of the weltwärts development volunteer service:**

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# Purpose of the agreement

This agreement sets out the conditions and the rights and duties of the parties to the agreement with regard to the hosting/carrying out of a voluntary assignment within the framework of the *weltwärts*[[1]](#footnote-2) programme. The *“Guideline for the development volunteers service ‘weltwärts’”*, drawn up by Germany’s Federal Ministry for Economic Cooperation and Development (BMZ), as amended on 1 January 2016, specifies the objectives of and requirements for weltwärts volunteer assignments.

# Parts of the agreement

This agreement consists of the following parts:

* …
* …
* …

[The sending organisation can add documents to the agreement, e.g. mission statement, rules of conduct, terms and conditions, details of international health insurance/accident insurance/third-party liability insurance cover and how to contact the insurers in an emergency, crisis and emergency management plan.]

# Assignment start and end dates

The voluntary assignment shall begin on **dd.mm.yyyy** (departure) and end on **dd.mm.yyyy** (return). The volunteer agrees to complete a voluntary assignment lasting ..... months. Should the volunteer return earlier, the assignment shall be deemed to have been terminated (see Section 9).

The actual beginning and end of the assignment can differ from the agreed date by up to 14 days depending on transport availability and prices.

# Partner organisation, place of assignment and host country

The voluntary assignment will take place in **(insert host country)**. In the host country, the voluntary assignment will be coordinated by the following partner organisation:

**(Insert name and address of partner organisation)**

hereinafter referred to as “the partner organisation”.

The place of assignment is:

**(Insert name and address of place of assignment)**

(hereinafter referred to as “the place of assignment”)

[If the place of assignment has not been decided at the time of signing, the following sentence can be used instead]:

The volunteer shall be informed of their place of assignment no later than 8 weeks before their departure.

# Tasks and duties of the sending organisation

The sending organisation undertakes to provide support and guidance to the volunteer before, during and after their voluntary service and agrees to assist the volunteer in all measures and formalities necessary for the assignment (pre-assignment and post-assignment health checks, obtaining an appropriate residence permit, etc.).

Other tasks and duties to be carried out by the sending organisation are described in the following sub-sections.

## **Accommodation and meals in the host country**

The sending organisation agrees to:

* + provide the volunteer with accommodation in accordance with the standards in the host country. This can be, for example, with a host family, in shared accommodation with other volunteers or within the place of assignment.
	+ pay for meals for the volunteer in accordance with the standards in the host country.

## **Organisation of at least 25 days of seminars**

The sending organisation agrees to prepare the volunteer for their assignment in the host country and any special aspects of the country and its culture, and guarantees professional preparation and follow-up activities as well as support for the volunteer during the assignment.

The sending organisation shall organise 25 (whole) days of seminars. At least 12 of those days shall be for orientation and preparation, five for mid-term seminars and five for returnee seminars. Three of the days can be used flexibly as needed, including for attending seminars or conferences on development or other specialist areas up to six months after the volunteer returns (see “Guideline for the development volunteers service ‘weltwärts’”).

## **Support for fundraising activities**

The sending organisation shall not charge any placement fees nor any other fees for the volunteer assignment. However, it does expect the volunteer to support the activities of the partner project, e.g. through information events, fundraising or setting up private fundraising groups, *before* leaving for their country of assignment.

The sending organisation shall support the volunteers’ efforts in this regard and provide appropriate assistance, including:

* …
* …
* …

[The sending organisation can use this space to list any fundraising assistance given.]

## **Payment of costs**

The sending organisation shall pay any costs associated with the volunteer assignment or directly related to it. In particular, this includes:

* + costs of conducting compulsory seminars,
	+ travel expenses for travel to and from seminars within Germany, which are reimbursed on the basis of the German Federal Travel Expenses Act (“Bundesreisekostengesetz”) (i.e. reimbursement is given for second-class train travel using the cheapest fare possible and all discounts available, from/to the volunteer’s place of residence in Germany),
	+ travel to the host country and back to Germany,
	+ travel to and from the mid-term seminar(s) (to/from the volunteer’s place of assignment),
	+ project-related travel expenses in the host country (not private travel by the volunteer),
	+ accommodation and meals for the volunteer in accordance with the standards in the host country,
	+ costs of compulsory pre-assignment and post-assignment health checks,
	+ costs of any necessary vaccinations that are recommended by Germany’s Standing Committee on Vaccination (STIKO) or Federal Foreign Office and not covered by the volunteer’s health insurance, and
	+ the volunteer’s insurance costs (at least to the extent specified in the “Guideline for the development volunteers service ‘weltwärts’”).

## **Insurance cover**

The sending organisation shall purchase from **insert insurer’s name and contact details** the following cover for the volunteer for the duration of their overseas assignment:

* + International health insurance, including a 24-hour emergency hotline,
	+ accident insurance, including invalidity and death (insured amount of 200,000 euros with a multiplying factor of 225%),
	+ third-party liability and repatriation insurance.

The insurance cover listed here is as specified in the guideline and must be adapted by the sending organisation as appropriate. Where possible, the terms and conditions and the details of the insurance cover should be given to the volunteer in the form of an annex when they sign this agreement (see above, Section 2, Parts of the agreement).

In addition, the volunteer has statutory accident cover through the German social accident insurance institution for the federal government and railway services (“Unfallversicherung Bund und Bahn”) whilst on the weltwärts programme.

The sending organisation shall supply the volunteer with an information sheet describing the action to be taken for each type of insured event and shall support the volunteer in their efforts to take the necessary precautions.

## **Provision of a personal mentor**

The partner organisation and a mentor appointed by the partner organisation shall provide support to the volunteer in the host country. In addition, the sending organisation shall, to the extent of its abilities, serve as a point of contact for the volunteer.

## **Pocket money**

The sending organisation shall transfer .... euros to the volunteer every month for the duration of the assignment.

## **Granting of leave**

The sending organisation shall grant the volunteer .... days of holiday leave. Holiday leave must be agreed with the sending and the partner organisation well in advance and must be approved by both organisations.

**Note:** The volunteer’s leave entitlements shall be based on the holiday leave provisions in the host country but shall comprise at least 20 days of holiday where the volunteer is on assignment for one year, working a 5-day week. In the case of shorter or longer assignments, the entitlement shall be adapted accordingly.

## **Safety, security and crisis situations**

The sending organisation shall inform the volunteer of the strategies and structures it has in place for safety, security and conduct in crisis situations.

## **Provision of a letter of confirmation and/or certificate**

The sending organisation undertakes to supply the volunteer with a letter of confirmation (“Zeugnis”) and/or certificate in collaboration with the partner organisation/place of assignment after their return.

# Tasks and duties of the volunteer

The volunteer makes a significant contribution to the success of their assignment through their commitment, reliability and willingness to engage in a learning experience.

## **Participation in the training and mentoring programme that accompanies the volunteer service**

The volunteer agrees to attend the 25 days of seminars stipulated in the “Guideline for the development volunteers service ‘weltwärts’”, including those that fall outside of the volunteer’s actual assignment period (for a breakdown of the seminar days, see Section 5.2). Should the volunteer be unable to attend a seminar for health reasons, they must provide a medical certificate and attend alternative seminars offered by the sending organisation.

## **Pre-assignment and post-assignment health checks**

The volunteer agrees to undergo a health check before departing for their assignment and to have the check confirmed in writing by the physician who performed it. The volunteer shall present this written confirmation to the sending organisation before departure.

If the assignment is to take place in a tropical or subtropical country, the health check must be carried out in accordance with the G35 standard (preventive examination for overseas assignments in areas with special climatic conditions and risks of infection). If the place of assignment is not in a tropical country, an informal preventive health check is sufficient and the physician is free to conduct it as they see fit.

The post-assignment health check, which is also compulsory, must take place within eight weeks of the volunteer’s return. Written confirmation of the post-assignment health check must also be presented to the sending organisation promptly. If the costs of the compulsory pre-assignment and post-assignment health checks are not covered by the health insurer, the sending organisation shall reimburse the volunteer.

## **Fundraising activities**

The volunteer agrees, once they have been selected for the programme, to support the sending organisation and the partner project in the host country by raising funds whilst they are still in the preparatory phase for their assignment. This can be done, for example, through information events or by establishing fundraising groups.

The fundraising itself and the amount of funds raised are not preconditions for participation in the weltwärts volunteer service. Nonetheless, the volunteer undertakes to engage in fundraising activities to an adequate degree and to provide evidence of their activity. Examples of such evidence are:

* …
* …
* …

[The sending organisation can use this space to list examples it has encountered in its own work, e.g. newsletters to family and friends or newspaper articles.]

## **Integration into the partner organisation and place of assignment**

The volunteer agrees to integrate himself/herself into the structures of the partner organisation and the place of assignment and to accept them as binding. He/she undertakes to perform the tasks assigned to them diligently and conscientiously in a full-time post (... hours/week). Working hours are usually during the daytime, from Monday to Friday. The place of assignment/partner organisation will inform the volunteer of the exact working hours.

## **Respect for the host country culture**

The volunteer undertakes to show respect for the host country’s culture and particularly its people. He/she shall make an effort to learn the host country’s language and show a willingness to adapt to the local living conditions.

## **Rules of conduct**

The volunteer undertakes to accept and comply with the laws and rules of conduct of the host country and the regulations and rules of conduct of the partner organisation and the place of assignment.

The volunteer undertakes to refrain from using illegal drugs and to only consume alcohol to the extent permitted by law and social convention in the host country.

The volunteer undertakes to avoid all actions that could harm the image of the sending organisation, the partner organisation, the place of assignment, other volunteers and/or the Federal Republic of Germany.

The volunteer undertakes, for the duration of their voluntary service, to respect and comply with safety precautions taken by the sending organisation and/or the partner organisation. He/she further undertakes to regularly check and to heed the travel and security warnings issued by the German Federal Foreign Office. Volunteers are not permitted to travel to areas or countries banned to weltwärts participants. The Federal Foreign Office travel and security warning also apply to volunteers when they are on holiday leave (see the current information on www.weltwaerts.de).

## **Notification duties**

The volunteer shall notify the sending organisation immediately of any changes in his/her personal circumstances that are of relevance to the assignment/this agreement (e.g. need for in-patient hospital treatment or institution of criminal or preliminary proceedings).

Should the volunteer fall ill, he/she shall notify the place of assignment and/or partner organisation immediately. The place of assignment and/or partner organisation shall ensure that the volunteer receives medical care and, in the case of serious illness, that the sending organisation is informed.

## The volunteer undertakes to enter his or her details in the German Federal Foreign Office’s crisis preparedness list (“Krisenvorsorgeliste”), using the “ELEFAND” system for registering Germans abroad, no later than when they have arrived in the host country and to provide the sending organisation with evidence that they have registered (e.g. by sending an email to the organisation).

The volunteer shall notify the place of assignment, partner and sending organisation in good time of his/her holiday plans and shall only go on holiday leave if it has been approved.

Immediately after their voluntary service ends, and no later than two months after returning, the volunteer shall submit all receipts and documents required for accounting purposes to the sending organisation. These receipts and documents include:

* …
* …
* …

[Each sending organisation can determine for itself which receipts and documents it requires from the volunteer.]

## **Volunteer reports**

The volunteer shall prepare a written report every three months during his/her assignment and send it to the sending organisation promptly. At the end of the assignment, i.e. In the last month of service or, at the latest, upon the volunteer’s return, he/she shall prepare a meaningful final report for the sending organisation. For verification purposes, the funding body can request all reports and be given complete access to them. The sending organisation supplies the volunteer with the templates for the reports.

## **Participation in the volunteer survey**

The volunteer agrees to take part in the volunteer survey that the Federal Ministry for Economic Cooperation and Development (BMZ)/Engagement Global commission for the weltwärts joint operation.

The survey, which includes all volunteers, is conducted anonymously by an external service provider and is intended to deliver a general, cross-organisation assessment of weltwärts volunteers’ satisfaction.

The findings of the volunteer survey serve as a building block in a comprehensive quality system, designed to constantly evolve the programme into a development learning and exchange service for the volunteers and the partners in the North and South. To ensure representative findings, participation is compulsory for all volunteers.

## **Post-assignment development-related work**

The volunteer agrees to put the experience they gained with weltwärts to active use in their post-assignment development-related work in Germany and/or in other related forms of social commitment.

They receive information regarding how they can get involved in such work from their sending organisation during the accompanying training and mentoring programme.

# General note on insurance cover

During the overseas assignment, the volunteer is insured by their sending organisation (see Section 5.5). In addition, the volunteer has statutory accident cover through the German social accident insurance institution for the federal government and railway services (“Unfallversicherung Bund und Bahn”) whilst on voluntary service with weltwärts.

## **What to do in the event of an insurance claim**

If an insurance claim appears likely, the volunteer shall contact the insurer and the sending organisation immediately.

The main emergency contact numbers are:

* …
* …

[Please insert all relevant emergency numbers here.]

## **German social accident insurance institution for the federal government and railway services (“Unfallversicherung Bund und Bahn”)**

Unfallversicherung Bund und Bahn covers accidents that happen during work/seminars in connection with the weltwärts assignment and en route to and from work/the seminar.

In addition to accidents, the insurance also covers occupational disease, i.e. illnesses that occur as a result of the voluntary assignment. In such cases, it is important to be able to prove that the occupational disease was caused by the assignment.

The sending organisation is responsible for reporting accidents or illnesses to Unfallversicherung Bund und Bahn.

## **Insurance status in Germany**

The volunteer is responsible for his/her insurance status in Germany (or for ensuring continued health and care insurance in Germany).

# General information concerning safety and appropriate residence permits

## **Safety**

## The volunteer must not travel, either in a professional or private capacity, to countries and regions for which the Federal Foreign Office has issued a travel warning or the Federal Ministry for Economic Cooperation and Development (BMZ) has issued a travel ban. The country-specific security warnings and bans shall apply to weltwärts volunteers even when they are on holiday leave. In addition, the volunteer must heed the guidance and recommendations issued by the Federal Foreign Office and the BMZ.

## **Appropriate residence permit**

## The voluntary assignment can only be carried out with weltwärts if the volunteer has an appropriate permit of residence for the duration of their assignment.

## The volunteer shall start the process of obtaining an appropriate residence permit at an early stage and shall follow the instructions of the sending organisation, which supports the volunteer in this process. However, if all possible means of obtaining an appropriate residence permit have been exhausted without success, the volunteer must leave the country immediately.

## The sending organisation may ask the volunteer to pay for the required appropriate permit residence (visa, work permit, etc.).

# Change of project

## The volunteer shall inform the sending organisation at an early stage of any problems at the place of assignment or with the partner organisation that he/she is unable to solve. The sending organisation shall endeavour to find a solution with the partner organisation/place of assignment and the volunteer. If the problems persist and it would no longer be responsible or reasonable to ask the volunteer to continue their assignment at the place of assignment, it is possible to change to another place of assignment provided there are registered weltwärts places of assignment available.

## The volunteer has no automatic right to change project. A change of project is only possible if agreed beforehand with the place of assignment, the partner organisation in the host country (if there is one) and the sending organisation.

# End of assignment

As a rule, the voluntary assignment ends at the end of the term of this agreement (see Section 3). If the assignment is ended prematurely (i.e. terminated), the following provision stipulated by the Federal Ministry for Economic Cooperation and Development (BMZ) shall apply.

## **BMZ provision regarding termination of assignments**

By signing the volunteer agreement, the volunteer undertakes to carry out the weltwärts assignment up until the agreed end date. Assignments should only be terminated once all other options have been exhausted (change in the type of work, accommodation, project, partner organisation, etc.). Neither side is permitted to terminate without good reason.

When an assignment is terminated, the volunteer will require special support from the mentors and the partner and sending organisation, and joint reflection and analysis will be needed after the volunteer’s return. The volunteer shall still attend the planned returnee seminars even if the assignment has been terminated. It is possible for the returnee seminar to be adapted if appropriate.

The time of termination shall be deemed to be the time at which the volunteer ceases to perform the contractually agreed activities in the place of assignment. The volunteer undertakes to leave the host country within two weeks of termination and to return to Germany. The sending organisation shall make the necessary arrangements (coordination with the partner organisation, organisation of the return flight, etc.).

If the assignment is terminated due to the volunteer violating their duties through their own fault, the volunteer must reimburse the sending organisation for the following costs:

* travel expenses for the return journey,
* cost of accommodation for themselves, including any ancillary costs, from the time of termination until the end of the term of the agreement if the sending organisation is responsible for paying such costs and
* cost of meals from the time of termination until the volunteer’s arrival in Germany.

In individual cases where there are justified grounds to do so, the sending organisation can refrain from demanding reimbursement. Violation of duties is only deemed to have occurred in situations that would justify termination for compelling reasons as defined in Section 626 of Germany’s Civil Code (BGB).

The volunteer shall not be asked to provide a deposit or surety bond as security for reimbursement claims before they are sent on assignment.

Any volunteer considering terminating their assignment shall involve the sending organisation and the partner organisation in the consideration process and seek ways with them to avoid termination.

The sending organisation shall inform the weltwärts Coordination Unit of any - pending - terminations (particularly the reasons and responsibility for the termination, the cost of the assignment and any reimbursements requested from the volunteer).

## **Supplementary provisions in the event of termination**

## The following reasons for termination are deemed to constitute a violation of duties by the volunteer:

## severe violation of any of the provisions of this agreement,

## drug use,

## termination undertaken in order to start a new job, training programme, higher education, internship, etc.,

## ill-considered termination of the assignment without good reason or without contacting the sending organisation, partner organisation and the mentor in good time,

## refusal of potential solutions, e.g. change in project/accommodation or de-escalating measures in conflict situations.

## The sending organisation reserves the right to terminate the agreement unilaterally in cases in which there are one or more reasons to do so caused by the volunteer.

## Further, the sending organisation reserves the right to end the voluntary assignment if force majeure (e.g. to protect the volunteer) or unforeseeable circumstances make it necessary to do so.

# Data protection provisions

**NOTE:** In accordance with the European General Data Protection Regulation (GDPR) and Germany’s Federal Data Protection Act (BDSG), each sending organisation must inform its volunteers of how their data is processed.

We therefore recommend that you seek advice from an appropriate source on data protection provisions for your volunteer agreements.

The ***“Data protection annex for agreements between sending organisations and volunteers”*** provides a summary of the key points to be taken into account.

# Final provisions

## **Ancillary agreements and changes to the agreement**

## No verbal ancillary agreements have been made. Additions and changes to this agreement must be made in writing. In the event of a dispute arising from this agreement, the undersigned parties to the agreement shall endeavour to reach an amicable settlement; they may request that Engagement Global act as mediator.

## **Validity**

## Should any provision of this agreement be or become legally invalid, the validity of the remainder of the agreement shall not be affected.

## The agreement is subject to the law of the Federal Republic of Germany and shall be executed in duplicate counterparts. The parties to the agreement shall each receive one of the counterparts.

## The entry into force of this agreement and thus the assignment itself are subject to funding being provided by the Federal Ministry for Economic Cooperation and Development (BMZ). Should the BMZ decline to provide a portion of the funding for the volunteer assignment, the agreement shall become invalid in its entirety.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date and place of signature Authorised signatory

for the sending organisation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date and place of signature Volunteer

1. The **weltwärts** development volunteer service has been funded by the Federal Ministry for Economic Cooperation and Development (BMZ) since 2008. **Engagement Global/**weltwärts Coordination Unit has been tasked with coordinating the programme. Engagement Global works on behalf of Germany’s federal government and is financed by the BMZ. [↑](#footnote-ref-2)