

Disclaimer: This translation is intended solely as a convenience for the volunteers. Only the German original version may be submitted to the Federal Agency for Family and Civil Society Tasks (Bundesamt für Familie und zivilgesellschaftliche Aufgaben).

Preamble

In the German Federal Volunteer Service, as per § 1 of the Federal Volunteer Service Act, (Bundesfreiwilligendienstgesetz - BFDG) men and women work for the common good. As a rule, this volunteer service is performed full-time, primarily through practical assistance at institutions that are focused on the common good. The Federal Volunteer Service promotes a commitment to civil society by men and women of every generation. It fosters lifelong learning, giving young volunteers the opportunity to gain skills and increasing the opportunities for disadvantaged youth to embark on a stable professional career. Older volunteers are encouraged to contribute their existing skills as well as their life and professional experience, and to share them with others. The Federal Volunteer Service does not affect the job market.

During this volunteer service, the parties to the Agreement must ensure mutual compliance with this Agreement.

The central office, supporting organization (where applicable) and assignment location shall jointly pursue the goal of promoting social competence, character building, education and employment opportunities among the volunteers. The central offices, or supporting organizations hired by these offices, shall arrange training seminars that reflect the participants' practical experiences. In particular, the seminars shall facilitate character-building; social, intercultural and political education; professional orientation; and learning through participation and co-determination. They are intended to inspire an interest in social issues.

Agreement

between

the Federal Republic of Germany, represented by
the Federal Agency for Family and Civil-Society Tasks (the Federal Agency), 50964 Cologne
and

Ms./Mr. _____ born on _____

Address _____

Address _____

represented by (for minors, name and address of the legal guardian)

regarding the

performance of volunteer service on the basis of the German Federal Volunteer Service Act (BFDG).

This shall not establish an employment relationship.

1. Assignment location

The volunteer service shall be performed at _____ (assignment location number EST _____)

Name of the assignment location

Street and house number

Postal code, city

and shall last from _____ to _____

with a weekly working time of _____ hours .

For part-time work, please enter the regular working time (full-time) for the assignment location: _____ hours.

1.1 (Where applicable) The assignment location is part of the following supporting organization / the following independent organizational unit (SOE) (number: SOEDE _____):

Name of the supporting organization/SOE

Street and house number

Postal code, city

1.2 The assignment location is assigned to the following central office (number: ZSTDE _____):

Name of the central office

Street and house number

Postal code, city

The declaration provided as per the Appendix, according to § 6 (5) BFDG, applies

2. Obligations of the volunteer

The volunteer hereby agrees

1. to perform the assigned tasks to the best of his/her knowledge and skill;
2. to maintain confidentiality with regard to the person, personal circumstances and any illness of the service users and with regard to internal affairs at the assignment location, including after the end of the assignment;
3. to attend the legally required seminars. Seminar time counts as service time. No vacation can be granted during the seminar blocks; attendance of these seminars as well as travel to and from the seminar location are free for the volunteer.
4. to inform the assignment location immediately in the event of an incapacity for work. If seminar participation is not possible due to illness, the incapacity for work must also be reported immediately to the office responsible for holding the seminar.

In the event of an incapacity for work lasting longer than three calendar days, the assignment location must be provided a physician's note attesting to the incapacity for work and its length, no later than the following business day.

In deviation from this provision, the volunteer shall provide evidence of any incapacity for work during a seminar to the office responsible for holding the seminar, by way of a physician's note stating the expected length, on the first service day;
5. to observe the company and house rules for the assignment location, and to observe the company clothing rules during working hours;
6. to undergo a medical exam before the start of the assignment if necessary.

3. Obligations of the assignment location

- 3.1 Pursuant to its accreditation as an assignment location (§ 6 BFDG), the assignment location must do the following on behalf of the Federal Agency:
 1. employ the volunteers in a manner that does not affect the job market, and according to the provisions of the BFDG;
 2. only assign tasks to the volunteers that are appropriate to their age and individual abilities;
 3. appoint a specialist to mentor and support the volunteers and help them settle into the facility, who is responsible for assigning tasks and providing specialized instructions as well as regular personal and technical support within the work area (e.g. through tutorials);
 4. comply with the labor-law and assignment-location-specific workplace protection requirements (e.g. protection of young people at work, vacation rights, etc.) and bear the corresponding costs;
 5. issue a certificate of completed service and report card to the volunteer after the end of the volunteer service;
 6. conclude employer's liability insurance.¹

¹ Bodies, agencies and foundations under public law that are self-insured and have not concluded any employer's liability insurance are excluded from this as long as the volunteer has been released from liability and claims adjustment is ensured by the assignment location or a third party.

3.2 Monthly allowance and benefits in kind

The assignment location hereby agrees to provide the following services to the volunteers:²

1. A monthly allowance (including during seminars and vacation) of €
2. If applicable, **additionally** the following benefits in kind:
as part of the monthly allowance, in the amount of €
or monetary compensation in the same amount
3. If applicable, free meals (to be calculated based on the non-monetary value
as per the Social Security Compensation Ordinance) in the monthly
amount of €
or an additional monthly meal allowance of €
4. If applicable, free provision of accommodations, service clothing or work
clothing, including cleaning (to be calculated based on the non-monetary
value as per the Social Security Compensation Ordinance) in the monthly
amount of €
or monthly monetary compensation of €
5. In the event of illness, the allowance and payments in kind shall continue
for six weeks, but not beyond the end of the volunteer service. The provi-
sions of the Continued Remuneration Act shall not apply.

3.3 Social Insurance

The assignment location agrees

to register the volunteer with the statutory social **and** accident insurance and to
pay the corresponding social insurance contributions³, including the
contributions to the statutory accident insurance, at a current monthly rate of €

3.4 Forfeiture of claim to benefits

In the event of an unexcused absence from the Federal Volunteer Service, there shall be
no claim to payment of monetary and in-kind benefits or social security contributions.

3.5 Education

The assignment location undertakes to release the volunteer from work for _____ days in
order for him or her to attend the legally required seminars (without counting these
toward the days off work); of these, _____ seminar days shall be held at the Federal
Training Centers.

As a rule, seminars are residential seminars.

² All fields listed under No. 3.2 must be completed. If a benefit is not granted, this must also be indicated (e.g. with "—" or "0.00").

³ The assignment location shall provide the employer's as well as the employee's share of social insurance contributions (§ 20 (3) No. 2 SGB IV). Charges (U 2 and U 3) are not social insurance contributions

3.6 Vacation

The assignment location undertakes to grant

business days

or

working days

for the duration of the service.

Not less than 24 business days of vacation shall be granted for 12 months of service assuming a six-day week. Assuming a five-day week, this corresponds to 20 business days per 12 months of service. For terms of service that are longer or shorter than one year, the vacation entitlement shall increase or decrease every full month by 1/12th of the vacation entitlement granted for 12 months of service. Fractions of vacation days that add up to at least half a day shall be rounded upwards to full vacation days.

§§ 4 and 5 Federal Holidays Act (*Bundesurlaubsgesetz - BUrlG*) do not apply.

For young volunteers, vacation entitlements shall be those stipulated in the Act on the Protection of Young People at Work (*Jugendarbeitsschutzgesetz - JArbSchG*), cf § 19 JArbSchG.

All vacation days shall be granted by the end of service.

4. Trial period

The first six weeks of the assignment are considered a trial period. During this trial period, either party to the Agreement can terminate the Agreement with two weeks' notice. The assignment location can request a termination by the Federal Agency without explanation during this trial period.

5. End of the Federal Volunteer Service

5.1 Expiration

The Federal Volunteer Service shall end when the period established in the Agreement expires, without the need for termination.

5.2 Dissolution

The Agreement can be dissolved by **mutual agreement** between the volunteer and the assignment location, **by the Federal Agency**. Minor volunteers may only dissolve the agreement with the consent of their parents or legal guardians.

5.3 Termination

The Agreement can be terminated by the parties with four weeks' notice to the fifteenth of the month or to the end of the calendar month (ordinary termination).

The Agreement can be terminated (without notice) **for good cause** without any termination period (extraordinary termination).

The termination must take place within two weeks after such good cause is discovered.

Terminations must be made in writing. Minor volunteers can only terminate the Agreement with permission from a legal guardian. The termination of minor volunteers must be arranged with the legal guardian.

The assignment location can request a review of the termination by stating the grounds for termination. The responsible auditor with the Federal Volunteer Service may be called in to clarify the circumstances.

6. **Miscellaneous**

The consultants from the Federal Volunteer Service are also available as contact persons for all participants.

7. **Final provisions**

No special agreements exist. Any changes or additions must be made in writing in order to be valid, and must be countersigned by all parties. This Agreement is issued in triplicate. Each party to the Agreement shall receive a signed copy.

8. **Information sheet/confirmation**

The volunteer has been issued with the "Information Sheet for Performing Federal Volunteer Service" and hereby acknowledges its receipt.

The volunteer hereby confirms that this volunteer service will not cause him/her to exceed the maximum limits established in § 3 (2) BFDG.

Supplement to the Agreement Regarding Federal Volunteer Service

- Establishing accounting paths -

1. Agreement dated

First name, Last name of the volunteer

Volunteer's date of birth

Comments

The agreement to provide Federal Volunteer Service, filled out jointly by the volunteers and the assignment locations, must always be fully completed and attached to this Supplement. It is to be completed by the assignment location or by a contracted organization as per § 6 (5) BFDG.

The Agreement cannot be recorded or processed without the information requested herein.

This Supplement is used to choose the accounting paths for the individual Agreement. Only accounting offices that were previously established by the contracting party for the assignment location, and correspondingly recorded by the Federal Agency, can be used here.

The information requested in points **1. to 4. is mandatory**. The information for point **5.** is only required if a reimbursement applies **and** if this needs to be paid to a separate accounting office.

All of the accounting office numbers follow the pattern "ASTxxxxxx." If the necessary numbers are not known, the central office can help determine them.

2. Assignment location number

EST

3. Number of the accounting office that will be reimbursed for allowances and social security contributions

AST

4. Number of the accounting office that will be reimbursed for pedagogical support (education flat rate)

AST

5. Number of the accounting office that will be reimbursed for travel costs relating to pedagogical support for seminars at the Federal Training Centers

AST

Date

(Stamp and signature of the assignment location and/or the contracted organizational unit)