

VOLUNTEERING AGREEMENT*

This agreement is not a contract in the strict meaning of the term. It is the formalisation of an agreement between a volunteer and the Service Volontaire International (S.V.I.), a non-profit association. The volunteer signing this agreement must, however, agree to respect it morally.

Within the scope of the Belgian Volunteering Act of 3 July 2005 (Belgian Official Gazette of 29 August 2005), as amended by the Act of 27 December 2005 (Belgian Official Gazette of 30 December 2005), by the Act of 7 March 2006 (Belgian Official Gazette of 13 April 2006), by the Act of 19 July 2006 (Belgian Official Gazette of 11 August 2006) and by the Act of 22 May 2014 (Belgian Official Gazette of 18 June 2014), the following has been agreed:

Between:

- **The SERVICE VOLONTAIRE INTERNATIONAL (SVI), Non Profit Making Association, based in Rue Fritz Toussaint 8 (bloc H), 1050 Bruxelles;**
Web: www.servicevolontaire.org
Phone: +32(0)2 888 67 13
Fax: +32(0)2 265 42 71
E-mail: info@servicevolontaire.org
Representative: Mr. Pierre De Hanscutter, director
Banque Carrefour des Entreprises (bce) : 818.117.004

And

- **Mr/Ms _____, born in (location+date)**
domiciled _____

Article 1 :

The following agreement is applicable whether the volunteer is an individual or a group of volunteers. A group of volunteers consists of 5 people or more.

Article 2 :

The association collaborates with a volunteer in the context of a local or international volunteer project. The term "volunteering" refers to any activities that have the following characteristics:

- Non-profit activity carried out with no remuneration, or obligation, for the benefit of one or more persons other than the person carrying out the activity, a group, an organisation, or a community as a whole;
- Activity organised by an organisation different from the family or private setting of the person performing it;
- Activity different from the one led by the individual and for the same organisation under a work agreement, a service agreement or a statutory designation.

Article 3 :

This agreement is concluded for the duration of the project agreed by mutual consent between the volunteer and the SVI, in this case from.....to.....

In the event that the volunteer agrees to further pursue the project or to take on another project, even in another country, this agreement may be renewed as many times as necessary for the completion of the new project.

Article 4 :

Before the volunteer begins his or her volunteer activity, the organisation informs the volunteer that:

- The SVI is a Belgian non-profit youth association whose statutes are published in The Belgian Official Gazette and on the website of the SVI;
- The SVI concluded a civil liability contract for activities that are ONLY under its direct responsibility with the insurer ETHIAS. Outside of the activities under the direct responsibility of the SVI (for example, projects abroad), the volunteer becomes a volunteer of the host association and is under its responsibility and under the local legislation regarding volunteering in the country where the project takes place. When volunteering abroad, the volunteer is no longer under the protection of the Belgian law regarding volunteering and is therefore subject to the local laws of the country in which the volunteer is working;
- **The SVI does not subscribe to a private insurance for the volunteer for the duration of his/her stay abroad. The SVI strongly advises the volunteer to subscribe to an insurance that will first have to cover specifically:**
 - **Trip cancellation expenses;**
 - **Repatriation expenses;**
 - **Medical and paramedical expenses.**

As far as medical expenses are concerned, the volunteer is supposed to have informed his/her health care insurer of his/her stay abroad.

Under no circumstances will the SVI pay for these expenses, nor will it advance the volunteer the cost of these expenses in the event of a problem of any nature whatsoever.

Article 5:

The SVI is committed, within the scope of volunteering, to:

- Communicate to the volunteer all the relevant information concerning the activity(ies) he/she may join;
- Train the volunteer ;
- Provide the volunteer with all the necessary resources to carry out his/her activity(ies) (e.g. documents, equipment...);
- Respect the personal limits of the volunteer's commitment;
- Ensure the follow-up of the volunteer.

Article 6:

The volunteer commits, within the scope of his/her activity, to:

- Do what he/she can to attend the training weekend, which is highly recommended before his/her departure abroad;
- **Pay the membership fees (see the "formulaire d'adhésion")**
- In case of cancellation of the project by the volunteer or the group of volunteers, even in case of force majeure, the SVI will reimburse to the volunteer/the group half of the registration fees and will keep the other half to cover the expenses related to the project preparation and the assistance;

- In case of cancellation of the project by the SVI or the host association, the entire amount of the registration fees will be reimbursed to the volunteer or the group of volunteers
- **If the volunteer is a minor, he/she must provide the SVI with a parental and/or legal representative authorisation;**
- **Provide the SVI with a certificate of physical fitness and mental ability issued by the doctor of his choice, in order to carry out his volunteer project;**
- **Provide the SVI with proof that he/she has consulted a dentist and a travel physician in order to be vaccinated according to the recommendations of the country in which he/she will be carrying out his/her activity;**
- **In addition to the administrative procedures with his insurance company, his unemployment fund and the procedures relating to the subscription of a private assistance as stipulated in article 3, the volunteer/group must be in possession of a valid visa for the entire duration of his stay abroad (see article 8);**
- **Provide a certificate of good conduct (criminal record);**
- Respect the philosophy and ethic rules of the host organisation;
- Positively promote the association to SVI's partners;
- Inform the organisation about his/her specific needs;
- Read the organisation's "guide du volontaire au départ" and the other documents provided;
- Have received his/her username and password for the organisation's database;
- Have checked the documents provided by the SVI to see if there are participation fees to pay to the host organisation;
- If need be, spontaneously pay the participation fees, that is to say:
 - For the volunteer: to the host organisation once he/she arrives on the project;
 - For the group of volunteers: to the SVI at the latest two months before departure. The SVI will transfert the participation fees to the host association at the no later than one month before the departure of the group of volunteers. (See partnership agreement)
- Share his/her experience when he/she comes back (evaluation, weekend with other volunteers, general meeting...);
- Fill out and hand in his/her end-of-project evaluation report.

Article 7:

Both during the duration of this agreement and after its expiration, for whatever cause, the volunteer/group commits to respecting professional confidentiality and to respecting the privacy of the persons they meet in the course of their activity. This essentially concerns data relating to:

- The state of health of the persons with whom the volunteer will (would) have been in contact during his stay, their family and/or financial and/or social situation, their political and/or philosophical and/or religious opinions, their potential criminal record, etc...;
- The possibility that he/she could have knowledge of professional secrets as referred to in article 458 of the Belgian Criminal Code.

Article 8:

Save for exceptions to be determined at the time this agreement is signed, expenses related to the volunteer activity abroad are not reimbursed by the SVI (e.g., plane tickets, visa, vaccinations, etc.).

Article 9:

The SVI reminds the volunteer that they are responsible for taking all administrative steps to obtain a visa, if the country where their project takes place requires such a document.

The SVI also draws the volunteer's attention to the fact that the conditions for renewing a visa or extending the duration of his or her stay without a visa may change from one day to the next, depending on the country in which he or she will stay.

It is therefore up to the volunteer, at least one month before departure, check with the embassy of the country where he/she will stay, to make sure that the information he/she has received has not been modified between the date of his/her application and the date of his/her actual departure. (Do not hesitate to call the embassy of the country concerned!)
The SVI declines any responsibility in this regard.

Article 10:

Either party may terminate this agreement upon one month's notice, making sure to specify the reason for such decision.

**In the event of total or partial non-performance by either party of its obligations under this Agreement, the other party may put it on notice to perform its obligations.
The agreement will be terminated by law if the defaulting party fails to rectify the situation.**

In the event of serious misconduct and/or unjustified failure by the volunteer to fulfil his or her commitments, this agreement will automatically cease to have effect and the SVI will require the volunteer to leave the project without further delay.

**If the volunteer is a minor, the SVI will immediately inform his/her parents and/or legal representative.
It will then be the responsibility of the ex-volunteer and/or his/her parents and/or legal representative to take the necessary steps for his/her repatriation.**

This agreement is subject to Belgian law and any dispute shall be brought before the competent court of Brussels.

In the event of a dispute, the parties shall however endeavour to make every effort to reach an amicable settlement.

Article 11:

The parties agree to use electronic means for the communication of any additional information during the course of the project, as well as for the enforcement, where applicable, of the requirements stipulated in Article 9.

In general and especially in case of emergency, the SVI and the volunteer will have to remain reachable by phone.

Article 12:

Each party confirms having received a copy of this agreement.

Signed in two copies

Location:

Date:

Signatures:

(Preceded by the words "read and approved")

* This English translation is NOT an official translation. This translation is for informational purposes only and has been prepared solely for the convenience of non-French speaking interested parties. The official and legally binding text is in the French language. The Service Volontaire International assumes no liability for any errors, omissions or inaccuracies in this English translation.