

Disclaimer: This translation is intended solely as a convenience for the volunteers. Only the German original version may be submitted to the Federal Office of Family Affairs and Civil Society Functions (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.

The voluntary spokespeople are available in the Federal Volunteer Service. It is their task to represent the interests of the volunteers with respect to the assignment locations, sponsors, central bodies and the Federal Office of Family Affairs and Civil Society Functions.

There is more information at:

<https://www.bundesfreiwilligendienst.de/der-bundesfreiwilligendienst/bundessprecherinnen.html>

Agreement

between

the Federal Republic of Germany, represented by
the Federal Office of Family Affairs and Civil Society Functions (the Federal Office), 50964
Cologne and Ms./Mr.

First name

Last name

born on

Street and house number

Postcode, city

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

Ms./Mr. **First name Last name**

Street and house number

Postcode, city

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

Postcode, 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 sponsoring organisation/ the following independent organisational unit (SOE) (number: SOEDE):

Name of the sponsoring organisation/SOE

Street and house number

Postcode, city

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

Name of the central office

Street and house number

Postcode, city

2. Obligations of the volunteer

The volunteer hereby agrees

1. to perform the tasks assigned to the best of his/her knowledge and ability;
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 working time. No holiday can be granted during the seminar blocks. Attendance of these seminars as well as travel to and from the seminar location is free of charge for the volunteer.
4. to inform the assignment location immediately in the event of an incapacity for work (even during a seminar).

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

During a seminar the volunteer must notwithstanding the above-mentioned provision demonstrate the incapacity for work **on the first day of work** by submitting a medical certificate stating the probable duration

- to the assignment location if **travelling to the seminar** is not possible
- or
- to the educational centre in the case of illness **during a seminar**.

In both of these cases the certificate regarding the incapacity to work must be sent **immediately** to the assignment location.

5. to observe the company and house rules for the assignment location, and to observe the company dress regulations 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 Office:

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 specialised instructions as well as regular personal and technical support within the work area (e.g. through tutorials);
4. comply with the industrial safety regulations, the German Young Persons Employment Act and the German Federal Holiday Act . In addition, it shall comply with the assignment-location-specific and industrial safety regulations. The assignment location shall bear the corresponding costs;

5. issue a certificate of completed service and reference to the volunteer at the end of the volunteer service;
6. conclude employer's liability insurance.¹

3.2 Monthly allowance and benefits in kind

The assignment location hereby agrees to provide the following benefits to the volunteer:²

1. A monthly allowance (including during seminars and holiday) 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 value of the benefits in kind as per the Social Security Compensation Directive) in the monthly amount of € or an additional monthly meal allowance of €
4. If applicable, free provision of accommodation, a uniform or work clothing, including cleaning (to be calculated based on the value of the benefits in kind as per the Social Security Compensation Directive) 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 provisions of the Continued Remuneration Act shall not apply.

3.3 Social security

The assignment location agrees

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

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.

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 security contributions (§ 20 (3) No. 2 SGB IV). Charges (U 2 and U 3) are not social security contributions

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 Centres.

As a rule, seminars are residential seminars.

3.6 Holiday

The assignment location undertakes to grant

_____ weekdays

or

_____ working days

for the duration of the service.

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

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

For young volunteers, holiday entitlements shall be those stipulated in the Young Persons Employment Act (*Jugendarbeitsschutzgesetz - JArbSchG*), cf. § 19 JArbSchG.

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

4. Probationary period

The first six weeks of the assignment are considered a probationary period. During this probationary period, either party to the Agreement can terminate the Agreement with two weeks' notice. During this probationary period the assignment location can request a termination by the Federal Office without stating grounds.

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 Office**. 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 – the Federal Office/volunteer - 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, beginning on the date on which the party entitled to terminate became aware of the material circumstances constituting good cause.

The assignment location can request a review of the termination by the Federal Office, stating the grounds for termination. The assignment location must apply for the review of a termination without notice immediately after discovering the good cause. The Federal Office may also call in the responsible auditor with the Federal Volunteer Service to clarify the circumstances.

Terminations must be made in writing. Minor volunteers can only terminate the Agreement with permission from a legal guardian. Any termination of minor volunteers must be addressed to their legal guardian.

The provisions of the German Employment Protection Act do not apply.

6. Miscellaneous

The advisors of the Federal Volunteer Service are also available as contacts for all participants.

7. Final provisions

This Agreement is issued in triplicate.

No claims under immigration law may be derived from this Agreement. The relevant authorities are responsible for examining the legal residence requirements for the volunteer.

Any subsequent changes to the arrangements made in the concluded Agreement must be made in writing and must be countersigned by all parties in order to be valid. 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" of the Federal Office of Family Affairs and Civil Society Functions by the assignment location/the sponsoring organisation/the SOE and hereby acknowledges its contents.

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

Date Signature Agreement

First name, Last name of the volunteer

Ms./Mr. First name Last name

Volunteer's date of birth

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 organisation 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 Office, 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 Centres

AST

Date

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