

ANNEX 4: AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS**VOLUNTEERING AGREEMENT – EUROPEAN SOLIDARITY CORPS****Project [2023-1-BG01-ESC51-VTJ-000138513]****[Future 3.0 – Environment, Community, Technology]****PREAMBLE**

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **Organisation** ('the organisation'),

Smokinya Foundation

[non-for-profit foundation in public benefit]

Reg. number 177019886

12 Betoven Str., floor 3, Plovdiv, Bulgaria, 4000

OID E10040561

represented for the purposes of signature of this Agreement by Tihomir Georgiev, Director

and

on the other part,

the '**the participant**:'

[first name and family name, established in [official address in full],

[Phone]

[E-mail]

[Nationality]

[Sex: M/F/Other]

[Date of birth: dd/mm/yyyy]

[PRN¹:]

[Insurance identification of the participant - insert number as provided by the insurance provider]

Emergency contact: (name, email, phone number, relationship)

The parties referred to above have agreed to enter into the Agreement, composed of Terms and Conditions.

¹ Personal Reference Number from the European Youth Portal.

TERMS AND CONDITIONS

CHAPTER 1 GENERAL

ARTICLE 1 – SUBJECT OF THE AGREEMENT

This agreement sets out the rights and obligations and terms and conditions applicable to the support awarded for the implementation of the action ‘Volunteering activity under the European Solidarity Corps Programme’.

ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Action — The activity which is being undertaken in the context of this Agreement.

Financial support — The financial support awarded in the context of this Agreement.

Participants — Individuals who are fully involved in a project and who may receive part of the European Union grant intended to cover their costs of participation.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371² and Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995³, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁴.

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The support is awarded to the participant for undertaking a volunteering activity taking place at city of Plovdiv, Bulgaria, address: 12 Betoven Str., floor 3, Plovdiv, Bulgaria, 4000 under the European Solidarity Corps Programme as described in this article.

1. **Venue:** Plovdiv, Bulgaria
2. EYP opportunity: https://youth.europa.eu/solidarity/placement/36036_en
3. Website publication:
4. <https://smokinya.com/2023/10/future-3-0-environment-community-technology-esc-volunteering-bulgaria/>
5. **National Agency:**
Human Resource Development Center (Bulgarian NA) <http://hrdc.bg/>

6. Roles and tasks of the participant:

a. Organisational Support

- i. Volunteers will be supporting the everyday office and field activities of the organisation to improve organisational reach, impact, efficacy, structure, skills, and to learn the basic principles of organisational development.

² Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union’s financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

³ OJ C 316, 27.11.1995, p. 48.

⁴ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

- ii. Participating volunteers are responsible for the popularisation of the ESC program, as well as the Erasmus program, while encouraging educational mobility and participation of youth and adults between 17 and 35 years old.
- iii. Participants must learn, know and promote European values, and Smokinya Foundation vision, values, methods, mission and methods.

b. Indicative tasks are:

- i. **Organising events** for local youth – determining topics and arranging activities for Smokinya Club every Thursday, organizing and promoting clean-up events twice a month, making photo and video content, creating podcasts, and anything related and relevant to the ESC project;
- ii. **Visiting schools** and university faculties to promote youth mobility – visiting them in accordance with a pre-agreed schedule, leading talks with teachers and students, doing presentations about Smokinya Foundation work and the opportunities it creates for young people, emphasizing on ESC and Erasmus+ programs;
- iii. **Outbound and inbound project coordination** – online communication with partners regarding recruitment of participants either for the needs of the partnering organizations' projects, or the needs of Smokinya Foundation's projects; conversations with possible participants and coordination of their participation;
- iv. **Graphic and video material creation and editing** – creating and editing videos and graphic images for promotion of Smokinya Foundation's work and principles and/or the volunteer's personal project;
- v. **Development, maintenance and promotion of Smokinya foundation website** and social media accounts – e.g. regular posting on Smokinya Foundation's website and social media channels to promote regular and non-regular events and opportunities, and other relevant information;
- vi. **Youth Project creation** – current volunteers create future opportunities for local and international youth, by developing new youth project ideas, write, submit, and coordinate a project within the funding opportunities given by the EU;
- vii. **Maintenance of the office, equipment, and facilities of the organization** – e.g. cleaning the office floor and the restroom, arranging and cleaning the materials and furniture, sweeping the backyard; cleaning the wastebaskets, and all around of the organisation venue.
- viii. **Participants take part in the implementation of TEAM ESC activities** – they get trained, follow instructions and guidance in implementing TEAM ESC, under the training, ongoing support and supervision of Smokinya Foundation youth workers.
- ix. **Participant must learn, know, and work for the popularisation of 11 Youth goals and 17 UN SDGs, under the EU Youth Strategy 2030.**

c. Personal goal plan

In line with Smokinya Foundation's activities and volunteer's needs – volunteers are expected to set up their own goals and follow them by receiving support from the receiving organisation.

d. Personal project (PP)

- i. During the participation the volunteers are given the space to create their own personal project. We are going to provide them with guidance and support in order to enable them to brainstorm and plan the implementation. PP is expected to be in line with ESC volunteering charter and in line with Smokinya Foundation's activities and volunteer's needs.
- ii. Here volunteers are the creator of their own project as well as their own experience with it.
- iii. The volunteer must prepare a detailed plan with desired outcomes and expected impact on local and international level. In case that budget is requested, the plan has to be presented

and pitched in front of the Smokinya Foundation youth workers, and then the management will decide whether or not to support the project financially. Financial support is NOT obligatory and only optional for worthwhile ideas, which bring impact.

e. Support in event management

- i. Support networking events
- ii. Document networking events
- iii. Communicate with guests
- iv. Organize agendas and calendars of activities
- v. Logistical and practical support as informed, agreed and trained.

f. Trainings & Workshops support

- i. These activities are learning environment, with the chance to learn about communication, cooperation, organisational development, entrepreneurship, sustainability, personal and professional development, social media and marketing etc.
- ii. Planning and promoting of the learning agenda
- iii. Practical support in the implementation of the training activities.
- iv. Attend seminars and trainings.
- v. Create or co-create and implement your own training activities under the supervision of our experts.

g. Support of local institutions and other NGOs may include:

- i. Field work with children, youth and young adults
- ii. Visiting schools and universities
- iii. Work with refugees
- iv. Social enterprises support
- v. Upcycling and art etc. relevant activities with local, national, international partners.

ARTICLE 4 — DURATION AND STARTING DATE

The agreement shall enter into force on the date when the last of the two parties signs this Agreement.

The activity period shall start on [.....]⁵ and end on [.....]⁶.

CHAPTER 3 GRANT

ARTICLE 5 — FINANCIAL AND NON-FINANCIAL SUPPORT

1. The participant will receive financial support from EU funds for 365 (three hundred sixty five days, or 12 months) days in the form of pocket money. The total amount of pocket money for the activity period will be determined by multiplying the number of days of the activity with the rate applicable for year 2023 per day (5 EUR per day equivalent in Bulgarian leva, BGN) for the host country concerned, including one travel day before the activity and one travel day following the activity, and up to four additional days for participants receiving a green travel financial support.
2. The organisation may provide financial support for travel expenses and other eligible exceptional costs in line with the European Solidarity Corps Programme Guide.
3. Where applicable, the organisation may provide non-financial support for travel, inclusion, mentorship, language learning.
4. Food allowance is fixed monthly sum of 150 EUR equivalent in Bulgarian leva BGN.
5. Non-financial support is in terms of:

⁵ The start date of the activity shall be the first day that the participant needs to be present at the host organisation.

⁶ The end date shall be the last day the participant needs to be present at the host organisation.

- a. Provided accommodation;
- b. Covered monthly bills for power, water, internet, heating at the accommodation;
- c. Provided office space with covered bills for power, water, internet, heating at the office venue.
- d. Access to a large number of materials that can be, and should be, used mindfully and respectfully (stationery, digital equipment, furniture, outdoor equipment etc.).
- e. Guidance, mentoring and coaching by the Smokinya Foundation youth workers, and staff.
- f. 10 years of expertise in youth guidance, coaching, development and support, namely through training, mentoring, coaching life skills, employ-ability skills, work ethics, transition to adulthood, variety of soft and hard skills, and competences, including practical skills.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

The **eligibility conditions** are the following:

- a) they must be incurred in connection with and necessary for the implementation of the action in Article 3 and during the period set out in Article 4
- b) they must comply with the applicable national law on taxes, labour and social security and
- c) the reimbursement of actual costs incurred in connection with special needs must be based on documentation such as invoices, receipts, etc.; these costs must be identifiable and verifiable
- d) they must not be used to cover similar costs already funded by European Union funds – double financing is strictly forbidden.

CHAPTER 4 AGREEMENT IMPLEMENTATION

ARTICLE 7 — THE RESPONSIBILITIES OF THE PARTICIPANT AND OF THE ORGANISATION

7.1 Responsibilities for the participant

1. The participant is fully responsible towards the organisation for implementing the action described in Article 3 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.
2. The participant must implement the Agreement to their best abilities and in good faith, following the guidance and instructions of Smokinya Foundation staff.
3. The participant must not undertake during the period indicated in Article 4 any European Solidarity Corps volunteering activity, EVS or Erasmus+ volunteering activity that would make their participation ineligible (in line with the exceptions indicated in the European Solidarity Corps Guide).
4. The participant has the obligation of obtaining the **European Health Insurance Card**, if free of charge, before arriving to the host country.
 - a. In case the participants comes from NON-EU country, or are not eligible for an EHIC, they receive a HENNER insurance from ESC.
5. **In the eventuality of a check, review, audit in Article 13, the participant must cooperate diligently and provide — within the deadline requested — any information to verify compliance with the Agreement.**
6. The participant acknowledges that Smokinya Foundation has 7 years of experience, 19 projects managed successfully, and has hosted over 65 volunteers. In order for this opportunity to be available and put together, the host has invested and devoted a great deal of time, energy, expertise, and resources to this.

Respect Smokinya Foundation work, expertise, and experience, as well as the local communities, and people directly concerned by the activities.

7. The participant will be familiar with the contents of the European Solidarity Corps Info Kit at the start of the activity, as well as other supporting documents and platforms:

- [Welcome letter to ESC](#)
- [ESC Volunteering Charter](#)
- [ESC Mission and Principles](#)
- https://europa.eu/youth/solidarity/faq_en
- [Information about the ESC Volunteering insurance for volunteers by HENNER](#)
- [Certificate Youthpass in ESC Volunteering](#)
- <https://www.iprepare.eu/>

The participant shall be familiar with the content of these documents before signing this agreement.

8. If invited, the participant must participate to pre-departure training, on-arrival training, mid-term evaluation and the annual event, organised by NA or support / sending organisation.

9. The participant will follow the online language training in [**Bulgarian**] in order to prepare for the activity abroad. The participant will immediately inform the organisation if he/she is unable to carry out the online language course.

- The participant shall use the [provided by EC platform called EU Academy](#).*
- The participant shall follow the self-paced online language course [provided by EC platform called EU Academy](#).*
- The participant shall immediately inform the organisation if he/she is unable to carry out the online course.*
- When justified, and possible, Smokinya Foundation **may** provide a language trainer to carry out Bulgarian language classes in person.*
- Language of everyday work is simple to understand English*

10. If Online Language Support is not provided for any reasons, the receiving / hosting organisation might take initiative and organise a Bulgarian language tutor. In any case, that is optional.

11. Participants in the project must invest time to learn basics of Bulgarian language, in order to demonstrate commitment to the project, volunteering, and their own learning.

- In case a participant is demonstrating lack of motivation and carelessness towards learning the language, Smokinya Foundation will stop making efforts in providing support in that direction.**

12. Agreements with the volunteer, or participant:

The volunteer declares to:

- Read this activity agreement and the annexes and to respect this agreement during the whole mobility.
- Respect and follow the receiving organisation's rules and method of working styles.
- Fill in the application form of this volunteering placement fully and honestly and don't withhold any information to the hosting or sending organisation that could endanger his/her mobility placement.
- **Be free from addiction to alcohol or drugs.**

- Have a clean court record.
 - Submit in written motivated request/letter of termination in case the volunteer decides to stop their mobility placement at the receiving organisation before the end of the mobility period – the letter has to be sent to all parties involved in this agreement, in written.
 - Allow communication and desire to solve any challenging circumstances in cooperation with all parties in this agreement, including the National Agencies of the sending and receiving countries.
 - In case of a termination request (leaving the project), it **must be submitted, 13 weeks (3 months)** up front with a notice to allow time for mediation and final mutual decision.
 - Support organisation **MUST** be included in the process.
 - For duly justified force majeure circumstances, duly proven in written and with relevant proofs, those periods might be adjusted, or shorter.
 - Smokinya Foundation always notifies NA in Bulgarian if a situation like that appears.
 - The participant who follows the procedure will be asked to actively promote and ensure to find a substitute new participant for the vacated placement.
 - Pocket and allowance amounts will be paid until the last day of the volunteer in the hosting organisation.
 - Reimburse amounts paid in advance in case of withdrawal from the placement before the mobility period is over – travel cost, monthly pocket money and allowance, visa cost or other that are already made by the receiving or sending organisation.
 - Participate in setting his/her own personal development plan during the mobility which will be organised and facilitated by the receiving organisation.
 - The volunteer is responsible for all received equipment and furniture provided by the receiving organisation (accommodation furniture, utensils, cutlery, stationery, digital equipment, and any other materials and equipment provided by the foundation).
 - Compensation will be requested in case deliberate damage or misuse or negligence.
 - No compensation will be asked for proven normal or usual use wear and tear (amortisation).
 - Respect and protect the image and dignity of the receiving organisation Smokinya Foundation, and in case of disagreement or conflict, to cooperate in solving it in dialogue, integrity and care.
- a. **Travel cost** for arriving and returning back home from the mobility placement is fully reimbursed, if rules are followed, and upon submitting the final report by the volunteer, latest within 45 days after the end of the mobility.
- b. In duly justified cases, an exception to this rule can be made, if requested in written and in coordination with the Sending / Supporting organization and the volunteer.
- c. The volunteer's the travel cost: for arrival to and departure from will be reimbursed, up to the limit of travel budget left between 180 to 360 EUR for a round trip, based on the ESC program chart, and paid according to a. above.
- d. **Volunteers MUST PROVIDE ALL tickets, boarding passes, invoices, receipts and any other proof of travel to the receiving organisation IN ORIGINAL. Failure to provide original travel documents might lead to reimbursement obstruction. No exceptions.**

Context, Attitude and Rules of conduct

The context of Smokinya Foundation

- **Vision:** *Smokinya Foundation contributes to creating a world that works for everyone. In our core we act out of love, care and cooperation.*
- *Smokinya Foundation realizes its vision and values through youth work.*
- *Being a volunteer at the Foundation, people are becoming a part of the organisation. This brings a specific attitude and duties to be followed. Respect for privacy, dignity and effort.*
- *Role of the staff is to support the projects of Smokinya Foundation and to create learning environment.*
- *Conflicts between team members happen sometimes and are discussed directly, keeping in mind we all come from diverse cultures, habits, and backgrounds.*
- *Misunderstanding and miscommunication are a daily part of our reality. Essential and important part of your volunteering project is to learn how to work, live and learn in an international team in Bulgaria.*
- *Smokinya Foundation works as a cooperative of likeminded people with a common vision and goals and for ease and clarity there are internal rules and systems – everyone get trained.*

The context for the volunteer

- We expect you to be always present on time, meaning 10-15 min before a meeting starts.
- During the first month of the mobility period, induction training will be provided by Smokinya Foundation where all necessary information will be given about internal infrastructure, local reality, and national specifics.

Project Coordinator / Supervisor

- The Foundation has a full-time youth worker with 16 years of international experience.
- There are extra youth workers who support the daily, weekly, monthly activities.
- A youth worker is always available to support the volunteers in their daily activities, personal and professional development.
- Director is available Monday through Friday, from 10:00 until 14:00, or upon agreement.
- For emergencies, first call 112, then any Supervisor.
- Training will be provided in the first month of the mobility.
Contacts: +359888653280 (primary), info@smokinya.com; +359877017690 (backup)
- In case he/she is not available, volunteers will be notified in advance and alternatives provided.

Daily communication

- As a team, we have different channels of communication – Google mail, Slack app, Google calendar, phone, or other platforms.
- All work related information will be posted and made available.

- Volunteers are expected to take care to stay informed. If instructions are missing or unclear, they should communicate that and take action accordingly.
- **At Smokinya Foundation social media is only used for professional purposes, and work related assignments.**
- For every received email, message or phone call, the volunteer is responsible to respond immediately when available, but no more than 24 hours from the time of receiving.

Personal Working Plan

- **Weekdays start with office briefing at 10 am sharp, unless otherwise agreed.**
- The Lead in charge checks how all activities are going, coordinates, takes notes, and sends a recap email.
- Team meetings with the whole team members (staff and volunteers) are regularly held, depending on possibility, availability, need and appropriateness. Information will be given, agreements are made.
- Personal development plan is the responsibility of the volunteer. Each plan is presented and consulted in line with the organisation's needs and volunteer's personal and learning development.

Leave of absence

- In case of sickness, the volunteer must inform a Supervisor 24 hours in advance either written or by phone. Or at least 1 hour before the working time starts at the workplace.
- **Days off must be arranged with the Supervisor at least 14 business days in advance in written form.**
- First request time off and get approval, then plan your travel and/or holiday.
- **If approved, announce to every team member your days off, and make agreements who is going to take care of personal assignments when off.**
- Update the Smokinya Team calendar with your days off so it is visible and transparent.
- Failure to follow the above might result in not getting your days when you want them.

If a participant breaches any of its obligations under this Agreement, the financial support may be suspended or terminated (see Chapter 5).

Working attitude

- By being part of this project we instantly consider you a part of the Foundation. We endorse creativity, we welcome mistakes as learning experiences, and we love initiation and accountability.
- The working style by joining the team is the working style of a non-profit flexible entrepreneur. This practically means that you act as a freelancer with meetings, flexible timetable (35 working hours per week), flexible workplaces, tasks and priorities. You will have to learn to manage yourself, as a team member.
- **Key principles and values:** following instructions and requests, personal initiative, learning by doing / experiential learning; non-formal education; self-directed learning; direct, honest, integrity, creating results, accountability, integrity, cooperation.

Working Week

- Workdays are from 10 am till 5 pm in the office, Monday through Friday, unless otherwise agreed.
- On Thursdays we traditionally have an evening event until 8 pm, or later. Starting later on Thursday is available.
- **Being late once results in a verbal comment; being late twice results in a verbal warning; being late 3 times results in written warning sent to the volunteer's email and the Support organisation's email.**
- Working week consists of an average 35 working hours per week.
- Two consecutive days off per week, unless otherwise agreed.
- Two extra days of vacation per month according to the ESC rules.
- Upon explicit agreement, work load during the week can be negotiated according to the needs of the Foundation and its activities and campaigns.
- Compensation will be provided accordingly. All activities related to the project are included in the 35 hours working week (trainings from the National Agency, writing reports, meetings with Project Coordinator, etc.). Travelling time to the activities or work is not included in the working hours.
- In general the working week of the volunteer can be flexible. In times of several projects running simultaneously, there will be more work to do. In times that there are no many projects, the working agreements will be open and flexible.
- Volunteers are creating a weekly schedule and personal learning plan according to the needs of the organisation and their own projects with the support of the Project Coordinator.
- **Double financing is strictly forbidden in European Solidarity Corps, meaning participation in another ESC or Erasmus+ project is NOT ALLOWED.**

Working spaces

- Smokinya Foundation has a headquarters in the centre of Plovdiv. Workload might vary and be unstable in different periods of the year.
- Smokinya Foundation has also venue in the village of Mrachenik (1.5 hours away), where we are developing a property to become an international volunteering and training centre.
- Working hours might differ based on schedule, activities, season, and agreements.
- Working space may vary – you can be expected to work from the co-working space, other co-working spaces, from the training & workshop sites, from home, from the offices and spaces of the stakeholders (schools, municipal buildings).
- There might be cases that there are work-related trips outside of Plovdiv for the purposes of a project or a research activity.
- On an annual basis, there are busy periods and less busy periods.

Vacation

- **Days off must be arranged with the Supervisor 14 business days in advance in written form.**
- First request, then plan your travel and/or holiday.

- If approved, announce to every team member your days off, and make agreements who is going to take care of personal assignments when off.
- Update the Smokinya Team calendar with your days off so it is visible and transparent.
- **All vacation days must be used while in Bulgaria. It is NOT allowed to take vacation days at the end of the mobility period and leave the city of Plovdiv – in other words, all vacation days MUST have been taken before leaving the city. The program limits funding if volunteering participation is done remotely from another country. Plan accordingly.**

Traveling and local transport

- This volunteering project takes place in Plovdiv, Bulgaria. Occasionally, Smokinya Foundation team members visit the village of Mrachenik for field work.
- Local transport is reimbursed up to 40 leva a month (20 EUR), based on provided tickets.
- Bicycle/s could be made available at the Foundation to use for free. We encourage healthy lifestyle and ecological means of transport.
- Your holidays or days off are up to you to spend where you want
- Let your Supervisor know accordingly when you leave, and when you come back.

Accommodation and safety

- Security house deposit is mandatory for each volunteer. It is **100 EUR paid in cash** upon arrival in exchange of a receipt and an inventory checklist.
- Two people share one room. We do not and cannot provide single rooms per person.
- Checklist of the living conditions is done when moving in, and when moving out.
- Based on the checklist (in-out) and actual conditions left, the deposit can be reimbursed in full.
- The deposit is designed for any damages that might be caused by the volunteer, and/or carelessness and excessive use of power, water, heating.
- In the last month of volunteering, a staff representative examines the room of the volunteer, and will evaluate if damage was caused by the volunteer.
- The Foundation rents accommodation for the volunteers. House rules are enforced.
- Funds are not to be provided in case the volunteer wants to live elsewhere on their own.
- **The volunteers have a common responsibility to act like good responsible tenants of the accommodation - keep it tidy, dignified, clean; no noise during quiet hours (22:00 to 08:00, 14:00 to 16:00 every day).**
- In case of damage, volunteers compensate for the amount, or the item.
- In case of normal wear and tear (amortization), that has to be verified and no compensation will be asked.
- Any maintenance of the accommodation has to be communicated accordingly and timely. Avoiding to notify timely is considered deliberate or intentional damage.
- Volunteers use water and power (electricity: lights, heating etc.) wisely, with respect to the nature and with responsibility. Specific instructions and additional agreement will be provided.

Example: Monthly cost per person over 30 leva (16 EUR) for electricity, 15 leva (7 EUR) for water, or 60 leva (30 EUR) for heating are too high and any surpass (exceeding amounts) has to be shared and covered by the volunteers. Ask the Director for details, if needed.

An average Bulgarian household pays about 12-20 EUR per person per month for electricity, and water. Central heating is not provided everywhere, so its amount is added on top, if available. Smokinya Foundation refuses to pay excessive amounts due to carelessness, negligence, or intentional and unintentional misbehaviour.

- **In order to train accountability, volunteer will be shown how to and be asked to pay monthly bills in cash themselves, and amounts will be reimbursed on immediate provision of receipts, as instructed**
- The volunteers take care of the cleaning of the accommodation and keeping it tidy, safe and secure.
- Volunteers are responsible for any damage caused by their guests.
- The provided accommodation is for living and resting. Guest visits have to be agreed with other room and/or flat mates, as well as the Coordinator.
Quiet hours are between 22:00 and 08:00; 14:00 to 16:00 every day.
- **Always switch off electrical equipment when not used/needed, and always close windows, and doors, especially, when not at home to prevent fire, broken windows, flood, or other damage.**
- Any police visits, neighbour complaints or other disturbances will be considered as a conflict and solution will be sought by the Supervisor. Police visit would be considered as violation and that might lead to termination of the volunteering contract, and no travel reimbursement.
- During the mobility period volunteers share a room with another volunteer – maximum 2 people per room, unless otherwise agreed.
- Smokinya Foundation's image and reputation must not be impacted by volunteer's misbehaviour in the accommodation.
- No personal items are going to be kept after the volunteer left.
Any leftovers will be donated or trashed.

Introduction weeks

- First month of the mobility period is the induction and orientation period.
- Practical information is given and provided about Bulgaria, Plovdiv and the culture (supermarkets, medical system, free time possibilities, etc.), the method and the culture of the organisation and the tasks that they will be having during the placement.
- Mini-trainings and workshops will be provided. Our intention is to provide a “soft-landing” into the project, the context, and ESC volunteering.

Mentor

- The Foundation will provide volunteers with mentors that are NOT directly involved in the project.
- The mentors are trained in the context of ESC volunteering and what is expected from them.
- Their availability will vary and agreements will be made by the volunteer and his/her mentor. We would ask the mentors to be available for 2 hours every 2 weeks, if needed.

- Mentors provide personal support to the volunteer according to the ESC volunteering charter. They are not paid. Respect their time!

Youthpass

- Volunteers are entitled to receive a Youth pass certificate. Filling in the Youth pass is optional and up to the initiative of the volunteer.

FINAL REPORT

- The participant shall complete the participant report at the latest 10 days after the end of the mobility period.
- The participant who fails to complete the participant report may be required to partially or fully reimburse the financial support received.

If a participant breaches any of its obligations under this Agreement, the financial support may be suspended or terminated (see Chapter 5).

13. Agreements with the sending/support organization:

The sending organisation is in charge of the preparation and support of the participant/volunteer before, during and after the ESC volunteering activities.

The sending/support organisation declares to:

- Have a valid accreditation / Quality Label as sending/support organisation.
- Ensure that the volunteer reads and understands the content of this activity agreement, including all annexes.
- Support the volunteer's travel arrangements to the receiving organisation.
- Do all administrative tasks related to the sending activity, communicating with the National Agency in their country, if needed.
- Ensure that the volunteer has been adequately prepared for his volunteering mobility placement, that the volunteer is informed about the activity and about his/her rights and responsibilities; and about the social/cultural context he/she will be living and working in.
- Keep contact with the volunteer during the mobility.
- Make sure that participating volunteers stay for the full length of the agreement, OR find replacement in case of a participant quits.
- Make sure that the volunteer knows how and who to contact from the sending organisation.
- **Sending costs:** receiving organisation will pay 25 EUR per month for the months the volunteer participated fully in the mobility project. In total up to 300 EUR for 12 full months of participation.
- The accumulated amount will be only transferred to the Support organisation's bank account at the end of the mobility period and after Smokinya Foundation receives an invoice, no later than

Responsibilities for the receiving organisation

- The organisation will ensure safe and decent living and volunteering conditions for the participant.
- The organisation will ensure adequate support to the participant for learning and development, in line with the quality standards outlined in the European Solidarity Corps Programme Guide.
- The organisation will send to the participant the European Solidarity Corps Info Kit before the start of the activity.
- The organisation must make sure that the participant has received the appropriate clearance to work with vulnerable groups.
- The organisation must make sure that the participant is insured, either through the national health system or through a private insurance scheme, for accidents and illness. The organisation must make sure that the participant is insured for third party liability.
- The organisation must make sure that the participant is registered for the European Solidarity Corps insurance scheme.
 - The participant shall be registered for the ESC Volunteering insurance scheme (**HENNER**). Once matched with the project in the PASS system, the participant receives automatic confirmation from **HENNER** and instructions.
 - The insurance identification of the participant is generated automatically after matching the volunteer with the project and the hosting organization via EU Youth portal.

Step 1: [Apply at this link](#)

Step 2: [Get an offer](#)

Step 3: [Accept offer](#)

- **EU citizens are obliged to obtain an [EHIC](#) from his/hers citizenship country. In case that is not possible, an official written letter of rejection from the [EHIC](#) issuing institution has to be provided. HENNER insurance is only to be complementary to an [EHIC](#).**
- **HENNER insurance will only be provided as a primary insurance plan in case an [EHIC](#) cannot be issued to the volunteer.**
- The organisation must duly inform the participant of how the insurance scheme functions, as well as the obligation of obtaining the European Health Insurance Card, if free of charge, before arriving to the host country.
- With the exception of native speakers, the organisation may make available for the participant two online assessments of linguistic competences: one before the activity and one at the end of the activity.

The receiving organisation declares to:

- Provide the volunteer with tasks that are in alignment with the organizational needs and goals, and are relevant to the project.
- Provide personal, linguistic and task-related support.

- Appoint a mentor for the volunteer during the mobility for personal related support, and that mentor is prepared and ready to work with the volunteer.
- Do all administrative tasks related to the hosting activity, to communicate with the National Agency of Bulgaria, to supply all necessary information and documents to the National Agency, if requested.
- Pay Individual support/pocket money to the volunteer as demanded by the ESC Programme (5 EUR/day) paid on the last Friday of every month in cash, or bank transfer.
- Pay Allowance flat amount to the volunteer (150 EUR per month) on the last Friday of every month in cash, or bank transfer.
- Using Revolut, Wise or other similar international payment methods is acceptable.
- Ensure the project management in accordance with the Bulgarian bookkeeping law.
- Ensure following of ESC programme priorities and the volunteering charter.
<https://www.salto-youth.net/downloads/4-17-3877/Info+kit+European+Solidarity+Corps.pdf>
- Ensure timely communication with the sending organisation and the volunteer.
- Provide induction, training and orientation to the volunteer.

ARTICLE 8 — ETHICS AND VALUES

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

If a participant breaches any of its obligations under this Article, the financial support may not be paid (see Chapter 5).

ARTICLE 9 — DATA PROTECTION

Any personal data under the Agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data protection legislation, in particular Regulation 2018/1725⁷ and related national data protection acts and for the purposes set out in the Privacy Statement available at <https://ec.europa.eu/erasmus-esc-personal-data>.

Such data will be processed solely in connection with the implementation and follow-up of the Agreement by the organisation, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the organisation and/or the National Agency⁸. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

⁷ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

⁸ https://youth.europa.eu/solidarity/organisations/contact-national-agencies_en

ARTICLE 10 — RECORD-KEEPING

The participant must keep supporting documents for the duration of the activity to prove the proper implementation of the activity.

The records and supporting documents must be made available upon request or in the context of checks, reviews, audits or investigations (see Article 13).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement, the participant must keep these records and other supporting documentation until the end of these procedures.

The participant must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The organisation may accept non-original documents if they offer a comparable level of assurance.

ARTICLE 11 — PARTICIPANT REPORTING

The participant will complete in English the participant report at the latest 10 days after the end of the activity period via an on-line questionnaire providing their feedback on factual and qualitative elements of the activity period, as well as of its preparation and follow-up.

If the participant did not submit the report the organisation will not emit the certificate of participation.

ARTICLE 12 — PAYMENTS AND PAYMENT ARRANGEMENTS

- Payment of Individual support/pocket money to the volunteer as demanded by the ESC Programme (5 EUR/day) paid on the last Friday of every month in cash, or bank transfer.
- Payment of Allowance for food flat amount to the volunteer (150 EUR per month) on the last Friday of every month in cash, or bank transfer.
- Using Revolut, Wise or other similar international payment methods is acceptable.
- Local transport is reimbursed up to 40 leva a month (20 EUR), based on provided tickets, and at the end of every month.
- Sending costs: receiving organisation will pay 25 EUR per month for the months the volunteer participated fully in the mobility project. The accumulated amount will be only transferred to the Support organisation's bank account at the end of the mobility period and after Smokinya Foundation receives an valid invoice, no later than
- Participants pay in cash a Security housing deposit which is mandatory for each volunteer. It is 100 EUR paid in **cash** upon arrival in exchange of a receipt and an inventory checklist.
- Based on the checklist (in-out) and actual conditions left, the deposit can be reimbursed in full, after checking with the coordinator and upon a slip.
- Travel cost for arriving and returning back home from the mobility placement is fully reimbursed upon submitting the final report by the volunteer, latest within 45 days after the end of the mobility.
- Dates for payments might vary, based on national holidays, office staff workload, availability and holidays.
- Amounts are paid with the agreement of each participant, or partner, certified by a signature.
- Currency of payments may vary, depending on situation, suitability and actual objective limitations, yet usually payments during the mobility are done in BGN leva, and after the mobility reimbursement of cost is done in EUR.

- For any payment there must be valid accounting documentation based on the Bulgarian bookkeeping law and norms.

ARTICLE 13 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS

The participant undertakes to cooperate diligently and provide any information requested by the European Commission, the National Agency of Bulgaria, the organisation or by any other outside body authorised by the European Commission or the National Agency of Bulgaria to check that the project and the provisions of the Agreement are being/ have been properly implemented.

If requested by these bodies, the participant must provide full, accurate and complete information in the format and by the deadline requested.

Any findings related to the agreement may lead to a request for refund, a withholding of payments or further legal action in the terms of the applicable national law.

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

ARTICLE 14 — AGREEMENT SUSPENSION

The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances — in particular *force majeure* (see Article 17) — make implementation impossible or excessively difficult. The agreement may be suspended always with the agreement of the other party and at the date convened by both following an amendment and it may be resumed afterwards.

The suspension will take effect on the day agreed in written by the parties.

The organisation may — at any moment — suspend the agreement, if the participant has committed or is suspected of having committed:

- a) substantial errors, irregularities or fraud or**
- b) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).**

The suspension will take effect the day after the notification is sent.

Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be **lifted** with effect from the suspension end date.

During the suspension, no financial support will be paid to the participant.

The participant may not claim damages due to suspension by the organisation.

If the participant believes the payment is being unduly withheld, the participant may expose the situation to the competent National Agency, after trying to obtain clarification from the organisation and/or when the dispute cannot be solved amicably.

Financial support suspension does not affect the organisation's right to terminate the financial support (see Article 15).

ARTICLE 15 — ORGANISATION OR PARTICIPANT TERMINATION

The agreement may be terminated by the participant or the organisation if exceptional circumstances — in particular *force majeure* (see Article 17) — make implementation impossible or excessively difficult.

In case of termination due to *force majeure*, the participant will be entitled to receive at least the amount of the financial support corresponding to the **actual duration** of the activity period. Any remaining funds will have to be refunded.

In the event of serious breach of obligations outlined in this Agreement the parties are entitled to terminate the agreement by formally notifying the other party. Proofs in written must be provided to all parties (SO, RO, CO, NA).

The organisation may terminate the agreement, if the participant has committed substantial errors, irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking.

If the participant terminates the agreement before the activity ends they will have to refund the amount of the financial support paid to them in advance for non-active days.

The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.

The termination will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification; 'termination date').

The participant may not claim damages due to termination by the organisation.

After termination, the participant's obligations (in particular 11 (reporting), 13 (checks, reviews, audits and investigations) continue to apply.

ARTICLE 16 — DAMAGES

Each party of this agreement exonerates the other from any civil liability for damages suffered by them or their staff as a result of performance of this Agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or their staff.

The National Agency of **Bulgaria**, the European Commission or their staff cannot be held liable in the event of a claim under the Agreement relating to any damage caused during the execution of the activity. Consequently, the National Agency of Bulgaria or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 17 — FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,

- was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 18 — COMMUNICATION BETWEEN THE PARTIES

18.1 Forms and means of communication

Communication under the Agreement (information, requests, etc.) must be made in writing, unless otherwise indicated in the agreement.

Formal notifications must be made by registered post with proof of delivery ('formal notification on paper').

However, formal notifications may be sent electronically if the applicable national law in the Member State concerned allows it, notably with proof of delivery.

18.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent).

Formal notifications on paper sent by registered post with proof of delivery are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

18.3 Support / sending organisation contacts and details

ESC accredited Support organisation involved in the project:

[full official name]

[OID]

[official legal form]

[official registration No]

[official address in full]

[Phone]

[E-mail]

[Role in the volunteering project]

[1st Contact person]

[2nd Contact person]

Communications to these entities/organisation(s) have to be made at the address above.

The National Agency for this project is:

Human Resource Development Centre, Sofia, Bulgaria

15 Graf Ignatiev Str., floor 3

+35929155010; fax: +35929155049

hrdc@hrdc.bg

Communications to the National Agency have to be made at the address above.

ARTICLE 19 — AMENDMENTS

The Agreement may be amended, unless the amendment entails substantial changes to the Agreement, case in which a new Agreement has to be signed.

Amendments may be requested by any of the parties.

Any amendment to the agreement shall be done in writing in due time.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date of entry into force or other date specified in the amendment.

ARTICLE 20 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Agreement is governed by the national law of [insert the country of the NA]. The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE 21 — ENTRY INTO FORCE

The Agreement will enter into force on the day of signature by the organisation.

SIGNATURES**For the participant**
[forename/surname]**For the organisation**
Tihomir Georgiev, Director**For the Support Organisation**

[signature]

[signature]

[signature]

Done in [place],,2023

Done in Plovdiv,2023

Done in [place],2023

Annex I*Excerpts from the ESC portal.***PRINCIPLES****Principles of conduct**

The principles of conduct described here are general, designed to cover the great variety of potential participants, organisations and environments in which activities can be performed. They should be adapted to the specific circumstances of each activity.

As a young participant

The organisations that put together your activity have devoted a great deal of time, energy and resources to this. Respect their effort, expertise, and experience, as well as the local communities and people directly concerned by the activities.

As a hosting organisation

Participants carry with them certain ideas, convictions and expectations. Please be mindful of these needs as you are responsible for providing a respectful and trusting hosting environment.

Personal pledge

- As a young participant, you will embody the following principles:
- I embrace the values of solidarity, respect for human dignity and human rights, the promotion of a fair and equal society based on pluralism, non-discrimination, tolerance, justice, solidarity and equality
- I want to enhance solidarity between people, while respecting their cultures and traditions; we aim to build a community of shared responsibilities and mutual support
- I want to make a meaningful contribution to society and will show solidarity, cooperation and mutual understanding
- I will not act in any way that could put others or myself at risk of being harmed

Practical issues

- Registering in the Corps is **voluntary**, and you are free to delete your account at any moment
- You can refuse **any offer** of a Corps activity without affecting your chance to receive other offers in future
- You **cannot be required** to pay any fees for participating in an activity
- Both before and during your deployment, you will **receive clear information** about the tasks you will carry out and (if needed) suitable training and linguistic support.
- You must **sign an agreement** with the host organisation, when you accept an activity, detailing the conditions of your activity
- You must **respect the rules, structure and practices of the hosting organisation** (which may indeed be necessary to protect your own health, safety and dignity)
- You must abide by the **laws of the host country**
- At the end of your activity, you will be awarded a European Solidarity Corps **certificate**, confirming your participation

Types of activities

- [Volunteering activities](#)
- [Traineeship and jobs](#) (whereas traineeships and jobs can still run this year funded by the budget from the previous programme, please be aware that in the new programme 2021-2027 they are discontinued)
- [Solidarity Projects](#)
- [Humanitarian aid volunteering](#) (European Voluntary Humanitarian Aid Corps)

Activity fields

- Creativity and culture
- Education and training
- Employment and entrepreneurship
- Environment and natural protection
- Health and wellbeing
- Physical education and sport
- Working with refugees and migrants
- Social challenges
- Disaster prevention and recovery
- And many more ...

Age limit

If you decide to join the European Solidarity Corps, remember that you can register from the age of 17, but you can't start a project until you are 18. Participation is open to age 30 (35 for Humanitarian Aid Volunteering).

Requirements

Firstly, by joining, you commit to upholding the [European Solidarity Corps principles](#).

Then you should know that:

- you can only ever take part in **1 long term volunteering activity** (2–12 months), but you can still do team volunteering activities and take part in Solidarity Projects, jobs and traineeships
- if you take part in a **short-term** individual volunteering activity (up to 2 months), you can still:
 - take part in 1 long-term activity
 - do **team volunteering** activities and take part in Solidarity Projects, jobs and traineeships

How does it work?

After registering in the European Solidarity Corps portal, you'll have access to a personal dashboard, where you'll find published opportunities to volunteer, work, train and more.

Also, if you've tagged yourself as available, you might be contacted by organisations that want to match you with their projects.