



## Agreement on volunteer work

Between:

Mrs./Mr. ....

duly appointed by the employer: .....

Street: ..... No.....

Postal code: ..... city: .....

herebelow referred to as the "organization",

And:

Mrs./Mr. ....

Street: ..... No.....

Postal code: ..... city: .....

herebelow referred to as the "volunteer",

THE FOLLOWING IS AGREED:

### OBJECT

#### Article 1

Within the limits and under the conditions specified below, the volunteer makes part of his/her free time available to the organization.

The legal status of the organization is as follows:

- Non-profit Association (ASBL)
- International non-profit Association (AISBL)
- Private foundation (EP)
- Foundation in the public interest (FUP)
- De facto Association with the following officials<sup>1</sup>:  
.....

- Company with a social object

The organization does not have a profit making object. The social object of the company is as follows:  
.....

#### Article 2

The volunteer will provide his/her services mainly in the premises of the organization or in another place located at:  
.....

The volunteer recognizes and accepts that this location is not an essential element of this agreement on volunteer work. Consequently, at any time, in view of the operational objectives of the organization, the volunteer can carry out the activities of the volunteer mission temporarily or permanently in any other place in Belgium and, in addition to his/her services in Belgium, the volunteer may execute temporary assignments outside the country.

1. Please give the identity of the officials.

## DURATION AND END OF THE AGREEMENT

### Article 3

This agreement takes effect on the date of: ...../...../.....

- It is open-ended.
- It is concluded for a fixed term, up to ...../...../.....
- It is concluded for a specific volunteer assignment:  
.....
- Both of the parties can terminate this agreement if they consider, for their own reasons, that they are unable to continue their collaboration. Insofar as possible they shall take care to inform each other of this termination in writing by registered letter, giving reasonable notice. This reasonable notice is **XX** days before the actual date of the termination of the agreement.

### Article 4 - Termination without serious non-compliance

Both the organization and the volunteer are entitled to terminate this agreement for volunteer work at any time, without notice or compensation.

In the event of termination without notice or compensation, the organization will only pay the volunteer compensation for expenses already incurred, no compensation being due for expenses occurred after the end of the execution of the agreement on volunteer work.

### Article 5 - Termination for serious non-compliance

The organization can terminate this contract at any time, while requesting compensation for damages incurred if applicable, in the case of serious failure of the volunteer. Among other things, any violation of the stipulations of this agreement or any behaviour considered as serious negligence by the work regulations or the organization's home rules will be considered serious non-compliance.

## GENERAL COMMITMENTS OF THE ORGANIZATION AND THE VOLUNTEER

### Article 6

The volunteer declares that he/she is familiar with the work rules or, if applicable, the organizational rules to which the organization is subject, as well as the rules governing the daily life of the organization.

The following commitments made by the parties do not in any way bind them to an employment contract. The provisions of the law of 3 July 1978 on employment contracts are not applicable.

This agreement is concluded in keeping with the provisions of the law of 3 July 2005 on the rights of volunteers and in particular with its chapter III entitled "The organizational note".

## SPECIFIC COMMITMENTS OF THE VOLUNTEER

### Article 7

The volunteer's mission, which is the object of this agreement, is described and limited as follows <sup>2</sup>:

.....  
The volunteer undertakes not to exercise activities beyond the limits of the volunteer mission.

### Article 8

The volunteer will provide services in consultation with the organization.

<sup>2</sup>. Describe the object of the mission very precisely and the times when it is to be carried out.

Oral presentations and publications on the volunteer mission for which the volunteer is responsible or in which he/she participates, and generally speaking any communication to third parties concerning the organization's activities, require prior written approval of the organization.

For proper fulfilment of his/her jobs, he/she will collaborate with the employees of the organization and will participate where applicable in meetings organized for volunteers.

#### **Article 9**

The volunteer is free to provide services for activities that are part of the volunteer mission, and cannot be forced in any way to execute them.

In the event of normally scheduled absence from the Association's premises or any other place that may have been agreed, the volunteer shall immediately inform the organization and, in any case before the end of the second day following his/her absence.

If the volunteer is unable to attend, he/she shall inform the person administratively responsible in the organization as follows:

.....  
The volunteer shall make every effort not to be absent nor to cease execution of the agreement under circumstances that could cause prejudice to the Association or be seriously detrimental to its interests. If the volunteer does not wish or can no longer carry out the activities of the volunteer Mission, he/she undertakes to provide the organization with all documents and information needed for a third-party to continue the mission.

#### **Article 10**

The volunteer will adopt an attitude of total discretion as concerns information of which he/she may have had knowledge concerning the workers of the organization and persons addressed by the organization in the context of its activities.

In keeping with Article 458 of the Criminal code, the volunteer can be required to maintain secrecy of information of which he/she is aware, depending on his/her activities. This article stipulates that: "if doctors, surgeons, health officers, pharmacists, midwives and other persons who, by their status or their profession, are the depositories of secrets entrusted to them, should reveal such secrets, outside of the case whereby they are called on to testify in court (or before a parliamentary inquiry committee) and the case whereby the law requires them to give information on the secrets, they will be punished by imprisonment of eight days to six months and a fine of €100 to €500".

In addition to compliance with professional confidentiality, the volunteer will not use and will not reveal to others, except insofar as necessary for the execution of his/her obligations, both during and after the execution of the volunteer mission, any confidential information that he/she may have learned during his/her employment.

### **SPECIAL COMMITMENTS OF THE ORGANIZATION**

#### **Article 11**

The organization shall supervise the volunteer and the provision of his/her services and aid him/her if need be.

When the organization considers this appropriate, it can have the volunteer join in discussions with the team of employees of the organization with whom the volunteer is collaborating.

#### **Article 12**

The jobs done by the volunteer are not paid.

If the volunteer incurs expenses in the context of the execution of this agreement, the organization shall reimburse the volunteer for those expenses as follows:

This translation does not have **any official capacity** and is communicated for information purposes only.

- COMPENSATION BASED ON DOCUMENTARY EVIDENCE:** All reasonable expenses, fully, exclusively and necessarily incurred by the volunteer in the execution of the volunteer Mission, subject to prior approval of the organization and remittal of appropriate documentary evidence, shall be borne by the organization and reimbursed to the volunteer.
- COMPENSATION ON A FLAT RATE BASIS:** If the volunteer justifies the reality of the services provided and the specific date, the volunteer shall receive compensation per day worked. This compensation shall not exceed the amounts given in Article 10 of the law referred to above of 3 July 2005.

This flat-rate compensation can be combined with a reimbursement of real expenses for travel for a maximum of 2,000 km per year. As concerns the use of a private car, these real travel expenses are set in keeping with the provisions of Article 13 of the Royal Decree of 18 January 1965 on general regulations concerning travel expenses. The real travel costs associated with the use of a private bicycle are set in keeping with the provisions of Article 6 of the Royal Decree of 20 April 1999 awarding compensation for the use of a bicycle to the members of staff of certain public services. The maximum amount that can be granted annually per volunteer for the use of public transport, private car or bicycle cannot exceed 2,000 times the compensation per kilometre set in Article 13 of the Royal Decree of 18 January 1965 on the general regulations concerning travel expenses.

The volunteer attests on his/her honour that the total amount of the flat-rate compensation and travel compensation that he/she receives in the context of his/her volunteer activities, including for other organizations, shall not exceed the legally authorized annual amount. The volunteer shall keep the organization safe from any damages that the organization could incur if the volunteer's declaration does not correspond to reality.

If the total amount of compensation that the volunteer received from the organization exceeds these amounts, this compensation can only be considered as a reimbursement of costs incurred by the volunteer for the organization if the reality and the amount of these expenses can be justified by means of documentary evidence.

The volunteer gives the organization authorization to reimburse these expenses:

- by cashier's cheque
- to the following account number: .....
- by postal money order

**Article 13**

The organization has subscribed a mandatory insurance policy with the following company that covers the organization's civil liability as a result of the volunteer's activities:

.....

- The organization has also subscribed an insurance covering bodily injury that the volunteer may incur in the exercise of his/her activities.
- The organization has also subscribed an insurance policy covering civil liability, to the exclusion of contractual liability, of volunteers for damages incurred by the organization, the beneficiary, other volunteers or third parties during the exercise of the voluntary work or during travel done in the context of that work.

**Article 14**

In addition the following is agreed:

.....

*Translation without legal value*