**Registration no.:**

**AGREEMENT**

**– for volunteering activity –**

Concluded by and between

Company name: **Public Foundation** **for the Culture of the** **Veszprém-Balaton Region**

Registered office: 9 Óváros tér, Veszprém, H-8200

Registration no.: 19-01-0000227

Tax no.: 19264581-1-19/ HU19264581

Represntative: **Eszter Sigmond, Chair of the Board of Trustees**

(hereinafter: the “**Host”**), and

Name:

Mother’s maiden name:

Place and date of birth:

Address:

(hereinafter: the “**Volunteer”**), together referred to as the **“Parties”**, and each individually referred to as a ’Party’, as of the place and time set forth below, on the following terms and conditions (the “**Agreement”**).

1. **Preamble**
   1. The Host mainly welcomes volunteers for programmes organised under the Veszprém-Balaton 2023 European Capital of Culture Programme and other cultural events.
2. **Subject matter of the Agreement:**
   1. The Agreement is concluded for the purposes of performing volunteering activities within the meaning of Act LXXXVIII of 2005 on Volunteering Activities in the Public Interest.
3. **Scope of the Agreement:**
   1. The Parties agree that the Host will register and engage the Volunteer as a volunteer from 2022 for a fixed time period until 31st December 2024.
4. **Information on volunteering activity, attendance sheet:**
   1. The Parties agree to duly complete and sign the ’Details of Volunteering Activity’ template in Annex 1 to this Agreement for each volunteering event.
   2. An attendance sheet will be completed and signed to confirm participation in the volunteering event.
5. **Rights and obligations of the Parties:**
   1. Rights and obligations of the Host:
      1. The Host is obliged to:
6. ensure safe and healthy working conditions and necessary rest periods for the Volunteer;
7. provide the information and guidance necessary to carry out the volunteering activity.
   * 1. The Host shall be liable for any third party damage caused by the Volunteer in connection with her/his volunteer status, but this provision shall not affect the Host's right to enforce claims against the Volunteer that are arising from the Volunteer’s acts or omissions.
     2. The Host undertakes to disclose any fact or data relating to the Volunteer to any third party only if required by law. Personal data shall be processed by the Host in accordance with Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter referred to as **'Info Act**') and applicable legislation on the processing of personal data, and in accordance with the Host's Privacy and Data Management Policy.
   1. Rights and obligations of the Volunteer
      1. The Volunteer shall carry out his/her volunteering activities in accordance with professional and ethical standards and the instructions of the Host.
      2. The Volunteer shall be liable for any damage that can be proven to have been caused by the Volunteer in the course of the volunteering activity, if the damage has been attributable to the Volunteer's act or omission.
      3. The Volunteer shall use and operate the property owned or used by the Host with utmost care and in accordance with its intended purpose. The Host shall ensure the integrity and safe custody of the assets handed over to him/her as necessary for the performance of his/her activities and shall carry out the maintenance specified for him/her. In the event of negligent breach of this obligation, he/she shall be liable to pay appropriate compensation, and in the case of intentional damage, full compensation.
      4. Volunteer shall not, during the period of his/her volunteer status, engage in any conduct that is detrimental to the legitimate interests of the Host. Such conduct shall include, but not be limited to:
8. disclosing information of the Host to third parties,
9. carrying out activities on his/her own behalf that fall within the profile of the Host,
10. engaging in conduct on or off the premises of the volunteering activity that is unbecoming for the Host’s volunteers.
11. **Expiry and termination of the Agreement:**
    1. The Agreement shall be terminated in the following cases:
12. by mutual consent,
13. upon the expiry of the period specified in the Agreement,
14. upon close down of the Host, the death or incapacity of the Volunteer,
15. the Parties may terminate the Agreement with immediate effect if the other Party breaches any of its obligations under the Agreement and the breach is due to intentional or grossly negligent behaviour. Termination with immediate effect may be based on conduct by either party which makes it impossible for the other party to uphold the legal relationship.
16. **Recordings**
    1. In accordance with Article 2:48 of the Hungarian Civil Code, Article 6 (1)f of the GDPR and Article 5 of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, the Volunteer acknowledges that the Host Organisation may make educational, documentary, introductory, promoting videos, voice recordings and take photos during the volunteering activities on which the Volunteer might appear.
    2. The Host Organisation may not oblige the Volunteer to take part in such recordings or photos.
    3. The recordings and photos may not breach the Volunteer’s moral rights, rights of dignity and reputation.
17. **Confidentiality**
    1. By signing the Agreement, the Volunteer undertakes that he/she will treat confidentially all information that comes to his/her knowledge in the course of the voluntary activity, in particular customer data, organisational data, personal data subject to the Info Act, the Civil Code and the EU General Data Protection Regulation 2016/679 (GDPR) (collectively: information).
    2. By signing the Agreement, the Volunteer undertakes not to disclose, in whole or in part, any information that has come to his/her knowledge as a result of his/her voluntary activity:
18. to unauthorised third parties,
19. to the public in general, or make a statement to the press.
    1. Exceptions to the prohibitions set out in clauses 8.1 and 8.2 are the prior written consent of the Host's authorised manager or the fulfilment of a legal obligation.
    2. Volunteer agrees not to make copies of any material and to return all copies of such material promptly upon request.
    3. By signing the Agreement, the Volunteer acknowledges that he/she is legally liable for any breach of confidentiality, including compensation for damages caused by breach of confidentiality, and criminal liability.
20. **Miscellaneous provisions**
    1. The Agreement may be amended only by mutual agreement and only in writing.
    2. By signing this Agreement, Volunteer gives his/her consent to the Host to use and process his/her personal data for the purposes necessary for the performance of the volunteering activity in accordance with the Host’s Privacy Notice.
    3. In matters not regulated by this Agreement, the provisions of Hungarian law, in particular the Civil Code and Act LVXXXVIII of 2005 shall prevail. The Parties undertake to cooperate in the settlement of any disputes arising out of the Agreement to their mutual interest. If such procedure does not lead to a result within 30 (thirty) calendar days from the date of initiation of the negotiations by either Party, the Parties submit to the exclusive jurisdiction of the courts of Veszprém for the settlement of their disputes arising out of the Agreement.
    4. The Agreement is made in 2 (two) identical originals, signed by the Parties, of which the Host is entitled to 1 (one) original and the Volunteer to 1 (one) original.

The Parties have read and signed the Agreement in full agreement with their intentions.

Veszprém, .……………..……2022 Veszprém, .……………..……2022

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| **Public Foundation for the Culture of the Veszprém-Balaton Region**  **Host**  rep.: Eszter Sigmond  Chair |  | **\*\*\***  **Volunteer** |

**Annex 1 – Details of Volunteering Activity**

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| --- | --- |
| **Volunteer’s name:** | \*\*\* |
| **Volunteer’s registration number:** | \*\*\* |
| **Registration number of the volunteer event:** | \*\*\* |
| **Name of volunteer event:** | \*\*\* |
| **Place and time of volunteering activity:** | \*\*\* |
| **Details of volunteering activity, Volunteer’s task:** | \*\*\* |
| **Daily time frame and rest period of the volunteer's activity:** | \*\*\* |
| **Volunteer's entitlements**  **(*underline as appropriate*):** | 1. workwear, protective equipment: \*\*\* 2. work equipment, details: \*\*\* 3. travel, meals allowance or reimbursement of the costs thereof, supported by documentary evidence 4. providing training outside the school system 5. liability insurance for damage caused by volunteer 6. accident insurance |
| **Work equipment provided to the Volunteer, which the Volunteer acknowledges receipt of by signing below and which the Volunteer must return to the Host immediately upon completion of the Volunteer's activities:** | \*\*\* |
| **Training provided to the Volunteer:** | \*\*\* |
| **Other rules applicable to the Volunteer:** | \*\*\* |
| **Volunteer's contact person at the Host:** | \*\*\* |

Dated, Veszprém,.……………..…… 2022 Dated, Veszprém,.……………..…… 2022

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Public Foundation for the Culture of the Veszprém-Balaton Region** rep.: Eszter Sigmond |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\*\*\***  **Volunteer** |