

	<p style="text-align: center;">University of Life Sciences "King Mihai I" from Timisoara</p>	<p style="text-align: center;">BODY issuer Department of Quality Management</p>
<p style="text-align: center;">CODE USVT - R089-F03</p>	<p style="text-align: center;">Regulations for the implementation of the program "Volunteering in academic development activity" (VADA)</p>	<p style="text-align: center;">edition 2/Revision 0</p>

Appendix 3

VOLUNTEERING CONTRACT

No. from the date of

Between **the University of Life Sciences "King Mihai I" from Timișoara**, based in Timișoara, Calea Aradului, No. 119, Timiș county , telephone 0256/277122, fax 0256/200296, Fiscal Code 3487181, legally represented by **Prof. Dr. Cosmin Alin Popescu** as Rector, hereinafter referred to as the **Host Organization**

and

Mr/Mrs, living in,
, str. no., block....., sc..... et.....,
 county, registered with BI/ CI series no., PNC....., issued by
, on the date of....., hereinafter referred to as **Volunteer** ,

it was agreed to conclude this contract based on Law no. 78/ 2014 regarding the regulation of volunteer activity in Romania.

Art. 1. SUBJECT OF THE CONTRACT

1.1 The object of the contract is the performance of activities by **the Volunteer** mentioned in the Volunteer Sheet - Annex 3.1. which is an integral part of this contract.

1.2 . In the execution of the volunteering contract, the volunteer is subordinate to the host organization's volunteer coordinator, according to art. 16 of Law no. 78/2014 on the regulation of volunteer activity in Romania.

Art. 2. DURATION OF THE CONTRACT

2.1. This contract is concluded starting from the date of until the date of, with the possibility of its extension by means of an additional act .

2.2. The program and schedule are established by the volunteer's Sheet - Annex 3.1.

Art. 3. REIMBURSEMENT OF EXPENSES

The host organization will not reimburse the volunteer for the expenses incurred for carrying out the volunteer activity, as a result of his declaration given on his own responsibility, by which he waives any expenses caused by the performance of the activity, which constitutes Annex no. 3.3. to this contract.

Art. 4. RIGHTS OF THE PARTIES

4.1. The host organization has the following rights:

- a) the right to establish the organization and functioning volunteer activity ;
- b) the right to initiate the content the volunteer form , which it adapts to the volunteer's request and training, as well as to the type of volunteer activities carried out by the host organization ;
- c) the right to exercise control over the implementation of the volunteer form through the volunteer coordinator;
- d) the right to ascertain the volunteer's misconduct, related to the clauses established in the volunteering contract, the volunteering sheet and /or in the volunteer's protection sheet ;
- e) the right to exclude the volunteer from the programs and projects in which they work voluntary activities , if they do not comply with the provisions of this contract;
- f) the right to own all rights to materials, reports, information , documentation and other materials written, created, collected and/ or produced by volunteers during the deployment period the activities that are the subject of this volunteer contract;
- g) the right to check and supervise the activity of the volunteer through persons designated for this purpose;
- h) the right to ask the volunteer for activity reports showing the fulfillment of assigned tasks;
- i) the right to request information and recommendations about the volunteer to other people;
- j) the right to ask the volunteer for documents or health certificates, necessary for the deployment volunteering activities.

4.2 . The volunteer has the following rights:

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- a) the right to carry out voluntary activity in accordance with his capacity and availability;
- b) the right to request the host organization to issue the volunteering certificate accompanied by the activity report;
- c) the right to privacy and personal data protection ;
- d) the right to free time corresponding to the voluntary activity;
- e) the right to be respected as a person and treated as a colleague with equal rights by employees and management of the organization ;
- f) the right to actively participate in the development and running of the programs in consideration of which he concluded the contract;
- g) the right to a place where to carries out the activity and access to the equipment and supplies necessary for the performance of the activity , under the supervision of the person designated for this purpose;
- h) the right to benefit from guidance and orientation from the volunteer coordinator.

Art. 5. OBLIGATIONS OF THE PARTIES

5.1. The host organization undertakes:

- a) to ensure the development activities under the leadership of a Volunteer Coordinator, in compliance with the legal conditions regarding safety and health at work, depending on the nature and characteristics of the respective activity ;
- b) to establish the professional requirements and social skills , necessary for volunteering;
- c) organization is not obliged to bear the costs of food, accommodation and transport for the volunteer during the event volunteer activity , in accordance with his declaration given on his own responsibility, by which he waives the expenses mentioned in this clause, an integral part of this contract - Annex 3.3.;
- d) organization is not obliged to bear other expenses caused by the event volunteer activity , in accordance with his declaration given on his own responsibility, by which he waives the expenses mentioned in this clause, an integral part of this contract - Annex 3.3.;
- i) the obligation to issue, at the volunteer's request, the volunteering certificate accompanied by the activity report.

5.2. The volunteer undertakes:

- a) to perform an activity of public interest, without remuneration ;
- b) to have a behavior complementary to the general objectives of volunteering - improvement quality LEARNING and poverty reduction, sustainable development, health, prevention and management of the effects of disasters, social inclusion and at the same time the fight against social exclusion and discrimination;
- c) to know and respect the procedures, policies and internal regulations of the host organization , related to the volunteering activity it carries out;
- d) to respect the established activity schedule;
- e) to perform the tasks provided for in the volunteer sheet , as well as complying with the instructions stipulated in the volunteer's protection sheet ;
- f) the attention of the volunteer coordinator in writing all the problems they face in the implementation volunteering activities ;
- g) to maintain confidentiality the information to which he has access within the volunteering activity , during the implementation of the volunteering contract and for a period of 2 years after its termination;
- h) to participate in the training courses organized, initiated or proposed by the host organization and /or the Volunteer Coordinator;
- i) to announce at least 24 hours in advance the temporary unavailability to perform the volunteer activity in which he is involved;
- j) to fulfill on time the tasks received from the organizers of the project/program;
- k) to protect the goods that he uses in the framework of volunteering activities ;
- l) to respect the rules and norms of behavior of the host organization , to have an appropriate behavior and to treat with respect all the people with whom he comes into contact;
- m) to present at the signing of the volunteering contract the certificate from the family doctor attesting that he is medically fit for the activity he is going to carry out . If additional documents (medical tests or others) are required for the performance of certain activities, the volunteer undertakes to present them;
- n) not to communicate or spread publicly defamatory statements about the organization and/or its activity .

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Art. 6 . NEGOTIATION/AMENDMENT OF CONTRACT

6.1 If during the execution of the voluntary contract it intervenes, independently of the will parties , a situation likely to make it difficult for the volunteer to fulfill his obligations , the contract will be renegotiated.

6.2 The renegotiation of the volunteering contract will be done at the written request of one of the parties , formulated within 5 days from the date on which the situation described above occurred , under the conditions established by this volunteering contract.

6.3 When negotiating clauses and concluding voluntary contracts, the parties are equal and free.

Art. 7. TERMINATION OF THE CONTRACT

This contract terminates in the following situations :

- a) upon the expiration of the term for which it was concluded, respectively on the date when the services that are the subject of the contract were executed;
- b) by agreement of the parties ;
- c) termination of the voluntary contract at the initiative of any of the parties , with a 15-day notice, without the obligation to present the reasons;
- d) if the situation described in art. 6.1. makes it impossible to continue the contract, it automatically terminates.

Art. 8. RESPONSIBILITY OF THE PARTIES

8.1. The non-fulfilment or improper fulfillment of the obligations assumed by the parties attracts the contractual liability of the party at fault, apart from the cases of exoneration provided by law. Liability for non-execution or improper execution of the volunteer contract is subject to the provisions of Law no. 287/2009 on the Civil Code, republished, with subsequent amendments

8.2. In the execution of the volunteer contract, the volunteer is subordinate to the Volunteer Coordinator.

8.3. The execution of the contractual obligations of the volunteer cannot be done through representation.

Art. 9 SETTLEMENT OF DISPUTES

Disagreements arising in the execution or interpretation of the volunteer contract are resolved amicably or through the mediation procedure, and, in case of non-resolution , by the competent civil courts in the Municipality of Timisoara .

Art. 10. FINAL CLAUSES

10.1 The following appendices are an integral part of the contract:

- Volunteer file - Appendix 3.1.
- The volunteer's protection sheet - Appendix 3.2 .
- Declaration of remittance and waiver - Annex 3.3.
- Declaration of remittance and waiver of civil liability – Annex 3.4.

10.2. This contract was concluded today, _____ in **three copies** , one for the volunteer, one for the Volunteer Coordinator and one for the Vice-Rectorate International Relations and Student Activity, and enters into force on the date of signature by both parties.

ULS "King Mihai I" from Timișoara

Voluntary

Rector, Name and Surname,
 Professor Cosmin Alin Popescu

Vice Chancellor Relations and social activities students
 Professor Petru Merghes

Legal Office,
 Legal adviser Simona Haiduc

Volunteer Coordinator,
 Name and surname