

**Model Agreement of Volunteer's Services
Provided to the University of Warsaw**

.....
(requesting entity's stamp)

Financing from the funds of
(PSP Element) (SAP ticket number)

**AGREEMENT
OF VOLUNTEER'S SERVICES
PROVIDED TO THE UNIVERSITY OF WARSAW**

no.
(successive agreement no./code of the organisational unit of the University of Warsaw/year)

concluded on in Warsaw by and between:

University of Warsaw with registered office in Warsaw, ul. Krakowskie Przedmieście 26/28,
00-927 Warsaw, Tax Identification No. (NIP) 525-001-12-66, National Official Business
Register (REGON) No. 000001258, represented by

..... -
(full name) (position)

acting under power of attorney of the Rector of the University of Warsaw no.
....., no., hereinafter referred to as the
"**Beneficiary**" or "**UW**"

and

.....
(full name)

Personal Identification Number (PESEL)/passport no. ¹

.....,
residing in
hereinafter referred to as the "**Volunteer**".

¹ Passport no. in the case of a non-Polish resident

The beneficiary represents that they are an entity to whom services can be provided by volunteers as per Art. 42(1) of the Public Benefit and Volunteer Work Act of 24 April 2003 (Journal of Laws of 2020, item 1057), hereinafter also referred to as the "Act".

The Volunteer represents that they possess the skills and meet the requirements for provision of the services specified in Clause 1(1) of the agreement.

Bearing in mind the idea of volunteer work, that is voluntary provisions of services, and taking into account the charity, supporting and supplementary nature of the services provided by volunteers, the parties agree as follows:

§1

1. The Beneficiary instructs the Volunteer to provide the following services and the Volunteer undertakes to provide same to the Beneficiary:

.....
.....
.....

2. The services contemplated in Clause 1(1) above shall be provided by the Volunteer unaided.

§2

1. The Parties agree that the services contemplated in Clause 1(1) above shall be provided in the period from to.....

(day, month, year)

(day, month, year)

2. The place of performance of the services shall be (specify the place(s)):

..... and

.....

3. The Volunteer shall provide the services under the direction of

.....

(name, surname, position, organisation unit of UW)

§3

1. Under this agreement, the Volunteer shall provide the services free of charge and in person.

2. The Volunteer can at any time request the Beneficiary to issue a written certificate of performance of the services by the Volunteer. The certificate shall include information about the scope of the provided services.

§4

1. The Beneficiary shall inform the Volunteer about the risk for health and safety connected with the provided services and about the rules of protection against hazards.

2. The Beneficiary undertakes to provide the Volunteer with safe and hygienic conditions for provision of the service.

3. For the duration of provision of the service, the Beneficiary shall *provide/not provide (strike out as appropriate)* the Volunteer with the following personal protective equipment:

.....
.....

§5

The Beneficiary shall *insure/not insure (strike out as appropriate)* the Volunteer against accidents.

§6

1. The Beneficiary *shall provide the Volunteer with health insurance/shall not provide the Volunteer with health insurance (strike out as appropriate)*.

2. The Beneficiary *shall provide the Volunteer with third-party liability insurance/shall not provide the Volunteer with third-party liability insurance (strike out as appropriate)*.

§7

The Beneficiary undertakes to cover the following *(strike out as appropriate)*:

1) *necessary costs incurred by the Volunteer in connection with provision of the services to the Beneficiary in the following manner:*

.....
.....

2) *Volunteer's business trips and daily allowances on the terms applicable to employees as specified in separate regulations and paid on the basis of the business trip application and the receipts for trip expenses;*

3) *cost of the Volunteer's trainings in the services to be provided by them, as specified in the agreement.*

§8

1. The Volunteer undertakes not to disclose the information they have obtained in connection with provision of the services to the Beneficiary and which is the Beneficiary's secret.

2. The Volunteer undertakes not to disclose any personal data to which they have access in connection with performance of the tasks hereunder and not to disclose such data upon termination of the agreement.

3. The information on processing personal data forms an appendix to the agreement.

§9

1. This agreement can be terminated by either Party subject to -day notice.

2. This agreement can be terminated by either Party with immediate effect for a major cause.

3. The Parties understand the major cause as breach of any provision of the agreement.

§10

1. Any and all amendments to the agreement or its termination or dissolution shall be made in writing or else shall be null and void.
2. Any and all matters not regulated by the provisions of the Act or the agreement shall be governed by the applicable provisions of the Polish law, including the Act on Public Benefit and Volunteer Work of 24 April 2003 and the Civil Code of 23 April 1964.
3. Any and all disputes that may arise in connection with this agreement shall be heard by the common court of proper venue serving the address of the Beneficiary's registered office.
4. The agreement was drafted in two counterparts, one for the Beneficiary and one for the Volunteer.

.....
For the Beneficiary

.....
For the Volunteer

Appendix to the agreement no.
(successive agreement no./code of the organisational unit of the University of Warsaw/year)

Information on Personal Data Processing

Data Controller

The controller of your personal data is the University of Warsaw, ul. Krakowskie Przedmieście 26/28, 00-927 Warsaw.

The controller can be contacted:

- by postal mail: University of Warsaw, ul. Krakowskie Przedmieście 26/28, 00-927 Warsaw (please specify the organisational unit to which your correspondence is addressed);
- by telephone: 22 55 20 000.

Data Protection Officer (DPO)

The controller appointed the Data Protection Officer who can be contacted by email at iod@adm.uw.edu.pl.

You can contact the DPO in all matters related to the processing of your personal data by the University of Warsaw and exercising of your rights related to personal data processing.

However, the DPO is not tasked with handling other matters, e.g. provision of information about voluntary work, handling of volunteer work agreements, issuance of certificates of completed volunteer work etc.

Purpose and Legal Bases of Processing

Your personal data shall be processed for the purpose of conclusion and performance of agreement no. (*agreement ordinal no./code of the organisational unit of the University of Warsaw/year*), hereinafter referred to as the "agreement" (Art. 6(1)(b) of GDPR²) and for the purpose of fulfilment of the legal obligations of the controller in connection with the agreement (Art. 6(1)(c) of GDPR).

Additional data of yours, the processing of which is not necessary for the conclusion and performance of the agreement and does not arise from the legal obligation, can also be processed on the basis of your consent (Art. 6 (1)(a) of GDPR).

You can withdraw your consent at any time, for instance by sending an email at (*email address of the person responsible for the*

² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

organisation). We kindly remind you that the withdrawal of your consent will not affect the lawfulness of processing based on the consent before its withdrawal.

Data Storage Period

Your data will be processed within the term of the agreement and for the period of *(data processing period after termination of the agreement)* after termination of the agreement.

Data Recipients

Access to your personal data shall be granted to authorised employees, co-workers or students of the University of Warsaw who need to process your data in connection with the performed agreement.

The recipients of your data shall also include the entities the controller instructs to perform specific activities which require personal data processing, e.g. *(third-party entities that will process the volunteers' personal data)*.

Transfer of Data outside the European Economic Area (EEA)

Your data can also be processed by our provider of the G Suite service for education, namely Google (with whom we have concluded a data processing agreement), in its data processing centres³. In addition, your data will be protected by the standards prescribed by the Privacy Shield, approved by the European Commission⁴. This will ensure that your data are protected at an adequate level *(If no Google tools are used to process personal data, this paragraph can be erased (e.g. UW electronic mailbox on Gmail, Google Drive, Google Forms etc.))*.

Rights Related to Data Processing

We guarantee the possibility to exercise all your rights on the terms specified in GDPR, i.e. the right to:

- access your data and receive their copies;
- rectify (correct) your personal data;
- restrict the processing of your personal data;
- erase your personal data (subject to Art. 17(3) of GDPR);
- lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data is in breach of the provisions of law on personal data protection.

Obligation to Provide Data and Consequences of Refusal to Provide Data

³ <https://www.google.com/about/datacenters/inside/locations/index.html>

⁴ <https://www.privacyshield.gov>

Provision of personal data within the scope necessary for the conclusion and performance of the agreement and fulfilment of the legal obligation in connection with the volunteer work is mandatory. Providing any other personal data is voluntary.