**VOLUNTEERING AGREEMENT**

concluded on …………………………… 2020 between:

**University Clinical Hospital Jan Mikulicz-Radecki in Wrocław**, ul. Borowska 213, 50-556 Wrocław, **REGON**: 000289012, **NIP**: 898-18-16-856 entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław - Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under number 0000136478

represented by:

**Piotr Pobrotyn - Director of the Hospital** hereinafter referred to as the **Beneficiary,**

and

**Mr. and Mrs**. ....................................................................................................................

**Address** ..........................................................................................................................

**PESEL**: .........................................

**student ID card number** .........................

hereinafter referred to as **Volunteer**.

**Preamble**

The beneficiary declares that as a therapeutic entity he is entitled to benefit from the services of volunteers in accordance with the Act on Public Benefit Activity and Volunteerism of 24 April 2003. (i.e. - Journal of Laws of 2019, item 688). The volunteer declares that he is a student of the Medical University and

m. Piastów Śląskich in Wrocław. Considering the idea of volunteering,

The basis of which is the voluntary, unpaid performance of activities, as well as taking into account the charitable, auxiliary and complementary nature of the services provided by the volunteers in connection with the declared epidemiological threat in the country, the Parties to the Agreement agree on the following:

**§ 1**

**Subject of the contract - the scope and manner of the services provided by the Volunteer**

1. The Beneficiary entrusts the performance to the Volunteer, and the Volunteer voluntarily undertakes the performance for the Beneficiary voluntarily and without remuneration of benefits corresponding to the performance of work in the field of tasks in the field of health protection and promotion in organizational units of the Beneficiary on the terms set out in the Act on Public Benefit and Volunteer Work, covering the following scope of activities:

- …………………………………… ................................... .......................... ... .................................................

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2. The activities referred to above will be performed with due diligence as follows: - The volunteer is obliged to perform services in person, - The volunteer should act strictly according to the instructions given by the User.

**§ 2**

**Duration and place of volunteering**

1. The Parties to the Agreement agree that the services described in § 1 will be provided by the Volunteer in the period from ………………. until ……………. r.

2. The place of providing benefits will be …………………………………………………...., from ……………………... until ..................... 3. A volunteer who provides services, performs them under the supervision of ………………………………………………………….

**§ 3**

**User obligations**

The user undertakes:

a) inform the Volunteer about the health and safety risks related to the services provided and about the principles of protection against threats;

b) provide the Volunteer, on the terms applicable to employees specified in separate regulations, safe and hygienic conditions for the performance of services, including - depending on the type of services and the risks associated with their performance - appropriate personal protective equipment;

c) provide the Volunteer with third party liability insurance.

**§ 4**

**Volunteer Responsibilities**

1. The Volunteer undertakes to keep secret the information obtained in connection with the provision of services for the Beneficiary, and which constitute the secret of the Beneficiary, in particular information related to the health situation of people for whom he provides assistance. This applies in particular to information related to:

a) protection of medical data,

b) protection of personal data.

c) The volunteer is obliged to present the following documents, which constitute the basis for establishing cooperation under the agreement on the provision of voluntary services:

- current medical examinations

- a copy of the health booklet

2. If the Beneficiary incurs the costs of post-exposure tests, including the costs of treatment, material consumption or other costs incurred by the Beneficiary in connection with the Volunteering, the Beneficiary shall cover the above-mentioned costs.

**§ 5**

**Processing of personal data**

1. For the period of implementation of this Agreement, pursuant to Article 29 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing the Directive 95/46 / EC, hereinafter referred to as GDPR, the Administrator may authorize the Volunteer to process the User's personal data in order to implement the agreement, for this purpose the Volunteer will report to the training designated by the User on the principles of protection and safe processing of personal data at the User.

2. The Beneficiary declares that he is the Administrator of the personal data entrusted to the Volunteer for processing.

3. A volunteer may process personal data in paper and electronic form.

4. If the Volunteer needs to process personal data in the Beneficiary's ICT system, the head of the organizational unit shall submit an appropriate request to the head of the ICT Department for authorization in specific "modules" of the indicated ICT system.

5. The volunteer is responsible for providing or using personal data contrary to the Agreement, and in particular for disclosing them to unauthorized persons.

6. Medical documentation prepared by the Volunteer is the property of the Beneficiary and will be stored by the Beneficiary in accordance with the applicable legal order.

**§ 6**

**Denunciation**

1. The Agreement may be terminated by either Party upon 7 days' notice.

2. The Agreement may be terminated by either Party without notice for important reasons.

3. The Parties recognize as important reasons in particular:

a) failure to comply with obligations under § 1 of this agreement,

b) failure to comply with the obligations under § 3 and § 4 of this agreement,

c) health reasons,

d) the necessity to perform the duties related to the education of the Volunteer as a student of the Medical University in Wrocław

**§ 7**

**Additional provisions**

1. In matters not covered by the agreement, the provisions of the Act on Public Benefit and Volunteer Work, the Act on Medical Activity and the relevant provisions of the Civil Code shall apply.

2. Any changes will be made in writing under pain of nullity.

3. Disputes arising from the application of the agreement are resolved by the common court competent for the seat of the Beneficiary.

4. The contract was drawn up in two identical copies, one for each of the Parties.

**VOLUNTEER BENEFICIAL**