

AGREEMENT FOR VOLUNTEERING

concluded on[date] between:

.....

represented by:

hereinafter referred to as the "**Beneficiary**",

and

Mr / Ms residing: Personal ID number/Passport number..... student ID number, student of (field of study / year of study) at the Faculty of at the Medical University of Lublin hereinafter referred to as the "**Volunteer**".

Whereas:

The Beneficiary declares that as a medical entity / sanitary and epidemiological service * is entitled to benefit from voluntary work in accordance with the Act of April 24, 2003 *on public benefit activities and voluntary work* (i.e. Journal of Laws of 2020, item 1057), hereinafter referred to as the "Act". The volunteer declares that he/she is a student ofyear of... Program of the Medical University of Lublin. Bearing in mind the idea of voluntary work, which is based on voluntary, free performance of activities, and taking into account the charitable, auxiliary and complementary nature of the services provided by volunteers in connection with the announcement of an epidemic threat or epidemic state in the territory of the Republic of Poland, the Parties to the Agreement agree on what follows:

§ 1

Subject of the Agreement - the scope and manner of providing services by the Volunteer

1. The Beneficiary entrusts the performance to the Volunteer, and the Volunteer voluntarily undertakes to perform for the Beneficiary, voluntarily and without remuneration, of benefits corresponding to the performance of work in the field of protection tasks and health promotion in organizational units of the Beneficiary on the terms specified in the Act, covering in particular tasks performed in the relationship with SARS-CoV-2 virus infections, such as:

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2. The activities referred to above will be performed with due diligence, in the following way:
 - The Volunteer is obliged to provide services in person,
 - The Volunteer should act strictly according to the instructions provided by the Beneficiary.

§ 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 to[dates].
2. The place of providing benefits will be, from until [time]
3. A Volunteer who performs services, performs them under the supervision of

§ 3

Beneficiary obligations

1. The Beneficiary undertakes to:
 - a) inform the Volunteer about the health and safety risks involved with the services provided and 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) cover the costs of business travel and per diems, on the terms applicable to employees, as specified in separate regulations;
 - d) provide the Volunteer with third party liability insurance.
2. After the end of the Agreement, the Beneficiary undertakes to provide the Volunteer with a written certificate of the provision of services by the Volunteer, taking into account in it, the number of hours and the nature of the activities performed, according to the template constituting the appendix to this Agreement.
3. If the Beneficiary incurs the costs of post-exposure prophylaxis including the costs of treatment, material consumption or other costs incurred by the Beneficiary in connection with the Voluntary Work, the Beneficiary shall cover the above-mentioned costs.

§ 4

Volunteer Obligations

1. The Volunteer undertakes to keep secret the information obtained in connection with the provision of services for the Beneficiary, which constitute the Beneficiary's secret, in particular information related to the health condition 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 - ordinary and special categories of data.
2. The Volunteer is obliged to present the documents listed below, which constitute the basis for establishing cooperation under the Agreement on the provision of services as part of volunteering, i.e. :
 - current medical examinations,
 - a copy of the health record ['książeczka zdrowia'].

§ 5

Processing of personal data

1. For the period of implementation of this Agreement, pursuant to Art. 29 of the Regulation of the European Parliament and of the Council (EU) 2016/679 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 Directive 95/46 / EC, hereinafter referred to as GDPR, the Administrator authorizes Volunteer to process personal data and other information to the extent and for the purpose necessary for the proper performance of the Agreement. For this purpose, the Volunteer will report to the Beneficiary-designated training on the principles of protection and safe processing of personal data at the Beneficiary.
2. The Beneficiary declares that he is the Administrator of personal data, the processing of which is authorized by the Volunteer.
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 application to the manager of [name of the institution] for authorization in certain "modules" of the indicated ICT system .

5. The Volunteer is obliged to perform the tasks resulting from this Agreement with due diligence, as well as to secure and keep secret - both during the term of the Agreement and after its termination - all information and personal data to which they will gain access during its term and implementation, as well as their use only for purposes related to the terms of the Agreement.
6. The volunteer is responsible for the processing of personal data and the application - resulting from legal regulations, in particular from the GDPR - of personal data protection rules, to which he/she will gain access in connection with the performance of this Agreement, i.e. securing data against unauthorized access, unjustified modification or destruction, illegal disclosure or acquisition and fulfillment of other obligations incumbent on him/her in connection with the processing of personal data resulting from the GDPR. He/She is also obliged to redress the damage due to breach of information and personal data protection in the event of their occurrence.
7. Medical documentation prepared by the Volunteer is the property of the Beneficiary and will be kept by the Beneficiary in accordance with the applicable legal order.

Information clause

The administrator of your personal data processed for the purpose of implementing this Agreement is hereinafter referred to as the "Administrator".
 Contact point for matters related to the protection of personal data:
 or in writing to the address of the Data Administrator.

1. The administrator processes your personal data in connection with the conclusion of this Agreement pursuant to art. 6 sec. 1 lit. b, c and e GDPR, in particular on the basis of the Act of April 24, 2003 on public benefit activities and volunteering (i.e. Journal of Laws of 2020, item 1057). The administrator may also process personal data pursuant to art. 6 sec. 1 lit. a GDPR, i.e. based on consent. Providing personal data is voluntary and consent may be withdrawn at any time. This withdrawal does not affect the compliance of the processing which was carried out on the basis of consent before its withdrawal
2. The recipients of personal data collected in connection with the implementation of the Agreement will be only persons or entities authorized to receive them under the provisions of general law, they may also be transferred to entities cooperating with the Data Administrator on the basis of entrustment agreements concluded in accordance with art. 28 GDPR, incl. in connection with IT support or correspondence handling and may be made available to other data administrators on the basis of concluded contracts. These data will not be sold, nor will they be transferred to third countries and international organizations.

3. Personal data will be kept for the period necessary to achieve the goals set out above.
4. With regard to personal data, decisions will not be made in an automated manner, pursuant to Art. 22 GDPR.
5. The data subject has the following rights:
 - a) pursuant to art. 15 GDPR, the right to access personal data relating to him/her;
 - b) pursuant to art. 16 GDPR, the right to rectify personal data;
 - c) pursuant to art. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 sec. 2 GDPR;
 - d) the right to lodge a complaint to the President of the Personal Data Protection Office [Urząd Ochrony Danych Osobowych], if he/she considers that the processing of personal data violates the provisions of the GDPR.
6. The data subject is not entitled to the following rights:
 - a) in connection with art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;
 - b) the right to transfer personal data referred to in art. 20 GDPR;
 - c) pursuant to art. 21 GDPR, the right to object to the processing of personal data, as the legal basis for the processing of personal data is art. 6 sec. 1 lit. b and c of the GDPR.

§ 6

Termination

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 of Lublin.

§ 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 shall be 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.

* delete as appropriate

VOLUNTEER

BENEFICIARY