



ViitorPlus – asociația pentru dezvoltare durabilă

Strada Șerban Vodă, nr. 22-24, corp D2,
Sector 4, București, cod poștal: 040212

Înregistrată sub nr. 10134/14.10.2016 la Judecătoria Sector 2

CIF: RO18654032

ViitorPlus – the association for sustainable development

No. 24 Ronda Str., upper story, room 2, Bucharest, 2nd District, Tax Registration Number 18654032, registered under the number 26749/300/2022 with the 2nd District Court of Law

VOLUNTEER AGREEMENT

ViitorPlus – the association for sustainable development, headquartered at No. 24 Ronda, upper story, room 2, Bucharest, 2nd District, registered under the number 26749/300/2022 with the Register for Associations and Foundations by the 2nd District Court of Law, Tax Registration Number 18654032, represented by CiulacuTeia Marina, as Chairman, hereinafter referred to as the **Hosting Organization**

And

The **Volunteer** identified by the registration form which, upon completion, shall form an integral part hereof, consented to conclude this Agreement under Law no. 78/2014 on the regulation of volunteering activities in Romania.

Art. 1. OBJECT OF THE AGREEMENT

The object of the Agreement is the carrying out of planting activities by the Volunteer in the locality specified in the registration form. Planting activities will be carried out under the guidance and direction of coordinators, trained and designated by the host organization.

Art. 2. TERM OF THE AGREEMENT

This Agreement is concluded for a fixed term - along the whole length of the day established for the planting activities.

Art. 3. RIGHTS OF THE PARTIES

The applicable rights shall be the ones stipulated in Law no. 78/2014 on the regulation of volunteering activities in Romania.

Art. 4. OBLIGATIONS OF THE PARTIES

The applicable rights shall be the ones stipulated in Law no. 78/2014 on the regulation of volunteering activities in Romania.

Art. 5. NEGOTIATION/AMENDMENT OF THE AGREEMENT

5.1 The negotiation or renegotiation of the Volunteer Agreement shall be done upon the written request of one of the Parties.

5.2 The Parties shall equally and willingly negotiate the clauses and conclude the Volunteer Agreements.

Art. 6. TERMINATION OF THE AGREEMENT

The Volunteer Agreement may be terminated by the mutual agreement of the Parties, who shall express their consent to cease the previously established relations.

Art.7. OTHER CLAUSES

7.1. Volunteers may be accompanied by minors to the planting activity. In this case, the volunteers take responsibility for the safety and care of the accompanying minors.



7.2 It is forbidden to consume alcoholic beverages and/or prohibited substances before and during the planting event. In case of non-compliance, the volunteer shall fully bear the consequences caused to himself/herself and to others, as the case may be.

7.3. In case of bad weather conditions, at the Organizer's initiative, the event will be stopped with the possibility of rescheduling the event.

Art. 8. FINAL CLAUSES

8.1 Liability for non-execution or improper execution of the volunteering contract is subject to the provisions of Law no. 287/2009 on the Civil Code, republished, with subsequent amendments.

Art. 9 CONFIDENTIALITY OF DATA

9.1. We mention that your personal data (name, surname, email address, serial and CI number) are requested strictly for the purpose of complying with the legislation in force on volunteering.

9.2. Your personal data will be processed in accordance with the General Data Protection Regulation 679/2016.

Art. 10 UNUSUAL CLAUSES

10.1 After completing and entering data in the online questionnaire, the volunteer undertakes to read the provisions of this contract.

10.2 By ticking the button "I have acknowledged and agree to the terms and conditions of the Volunteer Co-contract", the volunteer agrees to sign this contract and agrees that this method of signing is as conclusive of the intentions of the parties to be bound by this contract as if signed by each party by any other type of signature.

Declaration of submission and waiver

I wish to engage in activities in the nature of voluntary work ("the Activities") for ViitorPlus - association for sustainable development. I freely, voluntarily and without being coerced, consent to sign this Declaration under the following conditions: Waiver. The Volunteer declares that he/she waives any and all claims against ViitorPlus - association for sustainable development in connection with any dispute, controversy or claim, material or non-material, which may arise out of or in connection with the Activities carried out. The Volunteer understands and acknowledges that this Declaration releases ViitorPlus - the association for sustainable development from any claim he or she may have against ViitorPlus - the association for sustainable development in respect of any personal injury, personal injury, illness, death or damage to property that may arise out of the Activities performed. The Volunteer understands and agrees that ViitorPlus - association for sustainable development assumes no responsibility or obligation to provide financial or other assistance to the Volunteer, including, but not limited to, medical, health or disability insurance, hospitalization or recovery expenses, in the event of injury or illness.

Medical treatment.

Volunteer hereby releases ViitorPlus - Association for Sustainable Development from any and all claims of any kind that arise or may arise in the future by reason of the rendering of first aid, medical treatment or service in connection with Volunteer's activities with ViitorPlus - Association for Sustainable Development or in connection with the decision of any ViitorPlus - Association for Sustainable Development representative or agent to exercise the power to consent to medical or dental treatment to the extent such power may be granted and authorized.

Assumption of Risk

The Volunteer understands that the Activities may include tasks that may be hazardous, taking into account age, experience and knowledge. The Volunteer hereby expressly and irrevocably assumes the risk of injury or harm in the performance of the Activities and releases ViitorPlus - Association for Sustainable Development from any liability for personal injury, illness, death or destruction of property caused by the performance of the Activities.

Insurance

The Volunteer understands, unless otherwise agreed in writing by ViitorPlus - Association for Sustainable Development, that ViitorPlus - Association for Sustainable Development does not support health, medical or disability insurance for any Volunteer. It is advisable that each Volunteer has his/her own medical or health insurance.



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Image use agreement

Hereby, the Volunteer agrees that ViitorPlus - association for sustainable development may use photo, video and/or audio material made by ViitorPlus - association for sustainable development during the activities carried out by the Volunteer within the projects. ViitorPlus - the association for sustainable development hereby declares and guarantees that these photo, video and/or audio materials will be used solely for the purpose of carrying out the activities of ViitorPlus - the association for sustainable development and will not be commercialized or transferred to third parties without the express written consent of the Volunteer.

Furthermore, ViitorPlus - Association for sustainable development declares and guarantees that it will use photo, video or audio material in compliance with the legislation in force.

Other

The Volunteer expressly agrees that this Declaration shall be governed by and construed in accordance with Romanian law. The volunteer agrees that in the event that any of the clauses or provisions of this Declaration shall be deemed invalid by the competent court, the invalidity of such clause or provision shall not affect the other provisions of the Declaration, which shall continue to be applicable. After completing and entering data in the online questionnaire, the volunteer undertakes to read the provisions of this Declaration.



Volunteer Protection Sheet

Occupational Health and Safety Instructions - Planting

PURPOSE

The purpose of the provisions of this instruction is to eliminate and/or minimize the risks of injury specific to planting activities by establishing minimum measures to ensure safety and health in the work of volunteers.

MEANS OF WORK USED

During planting activities, volunteers may use hand tools such as: shovels, spades, rakes, spades, diggers, soil drills, manual means of carrying various materials: wheelbarrows, wheelbarrows, shovels, etc., as well as mechanized means.

RISKS ASSOCIATED WITH ACTIVITIES

- Faulty execution of operations (non-synchronization, omissions, operations not foreseen in the work task);
- Improper use/non-use of means of protection (gloves, etc.);
- Improper handling (of objects, tools, materials, etc);
- Fall from the same level (tripping, slipping, unbalance);
- Fall from height;
- Dangerous surfaces: sharp, sharp, slippery;
- Physical stress (forced work positions, handling masses);
- Inhalation of dusts (dust, etc.);
- Dangerous surfaces: sharp, sharp, slippery;
- Accidents caused by falling objects and tools;
- Adverse weather. Extreme temperatures (summer very hot, fall windy, low temperatures). Long exposure to solar radiation, cold, wind;
- Road accident caused by activities in traffic or while traveling to the tree planting site.
- Bumping, injury by machinery used in tree planting activities or engaged in other work in the area.
- Noise (caused by some noisy appliances, equipment, machinery, external sound effects, street noise, nearby road traffic);

PREVENTIVE AND PROTECTIVE MEASURES

MINIMUM HEALTH AND SAFETY REQUIREMENTS FOR WORKSTATIONS:

a. Equipment

- The use of equipment must not pose risks to volunteers;
- Measures shall be taken to remove materials that may cause tripping or slipping from pathways;
- Wheelbarrows, trolleys, trolleys, slings will be used to move heavy materials;
- For light but large-volume materials, consider positioning in such a way that the access route can be seen to avoid tripping (at least 2 people should be involved);
- The organization of the activities must take into account alternating periods of work with breaks during which the volunteers' effort capacity can be restored;

- Check the areas assigned to the activities so that there are no potholes, ditches, unevenness, obstacles or slippery areas in the perimeter where the work will be carried out. If they exist, they will be properly protected and marked;
- All those who will use tools and tools must be aware of the risks to which they are exposed, wear specific protective equipment (gloves, goggles, etc.).
- Volunteers will be instructed not to move or stay in hazardous areas that cannot be cordoned off and secured;
- Train volunteers on how to handle weights. Thus, only weights appropriate to the physical strength of the individual will be lifted. If a person feels that a weight is too heavy they will call for help.
- Protective gloves should be worn so that there are no scratches or punctures from rough or sharp surfaces and footwear to protect the feet from possible bumps (if materials fall on the feet) or punctures;
- Hazardous areas must be covered or flagged before activities begin;
- Protective gloves and masks must be used so as not to come into direct skin contact with the various materials to be removed.

b. Working environment

- The working environment will be provided in such a way that volunteers will not suffer any injury.

c. Organization of work

All volunteer activities will be organized so as to take into account the training, qualifications and physical abilities of the volunteers. Volunteers will be supervised in their activities by competent persons at all times.

Any event must be brought to the attention of the person in event.

d. Special warnings

- In the event of malfunctions, never tamper with workstation equipment. Report the problem to the persons responsible for safety or the group leader.
- Do not carry out work beyond your skills or physical capabilities.
- Any event must be reported to the team leader.
- After filling in and entering the data in the online questionnaire, the volunteer undertakes to read the provisions of this instruction sheet on occupational health and safety during the planting period.
- By checking the "I have acknowledged and agree to the terms and conditions" button, the volunteer agrees to sign this planting period occupational health and safety instruction sheet and agrees that this method of signature is as conclusive of his/her intention to be bound by this planting period occupational health and safety instruction sheet as if signed by each party by any other type of signature.



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DECLARATION ON OWN RESPONSIBILITY

Volunteer with name and identification data as it appears in the online questionnaire,

I declare that I agree to the processing of the personal data provided when registering as a volunteer for the planting actions organized by Adopt a Tree, a program within Viitor Plus - As. For Sustainable Development.

I hereby understand that the organizer undertakes to maintain the confidentiality and ensure the security of the processing of participants' personal data in accordance with the applicable legislation. In accordance with the European Union Regulation 679 / 2016, the Organizer processes the personal data disclosed to it by the registered volunteers in good faith and with respect for the rights of the persons whose data are processed and in accordance with the legal provisions in force and applies appropriate technical and organizational measures to protect personal data against unlawful or accidental destruction or accidental loss, alteration, unauthorized disclosure or access and against all other forms of unlawful processing.

During the registration the following personal data will be collected and will be used for the purposes of the planting: name, surname, email address, serial and CI number. By participating in the events and submitting the personal data mentioned above, I express

explicit consent for the processing of personal data for the purpose of carrying out the planting activities, for access to the information made available by the Organizer and for communicating in good conditions with the Organizer. Furthermore, by registering as a volunteer for the planting, I expressly and unequivocally agree that my personal data mentioned and provided by me may enter the Organizer's database for the purpose of sending communications related to the Organizer's activity. The provision of the Personal Data is on a voluntary basis and is for the purpose of participating in the volunteer planting activities.

Host Organization

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Volunteer form

The activities performed by the volunteer at the organized event are seedling planting activities, which involve:

- Digging pits;
- Transportation of seedlings from storage to the planting site;
- Pruning the seedlings, which involves removing damaged roots and shortening excessively long root tips;
- Covering holes and compacting the soil around the seedlings to avoid air voids.

Tools and accessories used:

- Hoes, picks, wheelbarrows, carts;
- Gloves, goggles, protective masks, etc.

