Preamble

In the German Federal Volunteer Service, as per Section 1 of the Federal Volunteer Service Act (Bundesfreiwilligendienstgesetz – BFDG), people work for the common good. As a rule, this volunteer service is performed primarily through practical assistance at institutions that are focused on the common good. The Federal Volunteer Service promotes a commitment to civil society by people of every generation. It fosters lifelong learning, on the one hand giving young volunteers the opportunity to gain skills and increasing the opportunities for disadvantaged youth to embark on a stable professional career. On the other hand, older volunteers are encouraged to contribute their existing skills as well as their life and professional experience, and to share them with others. The Federal Volunteer Service does not affect the job market.

During the Federal Volunteer Service, the parties to the Agreement shall comply with this Agreement.

The central office, supporting organization (where applicable) and assignment location shall jointly pursue the goal of promoting social competence, character building, education and employment opportunities among the volunteers. The central offices, or supporting organizations hired by these offices, shall arrange training seminars that reflect the participants' practical experiences. In particular, the seminars shall facilitate character-building; social, intercultural and political education; professional orientation; and learning through participation and co-determination. They are intended to inspire an interest in social issues, strengthen the sense of responsibility for the common good, and thus also further democracy.

In the Federal Volunteer Service, all volunteers have a representative elected by them in the election of the Federal Spokesperson. It is their task to represent the interests of all volunteers with respect to the assignment locations, sponsors, central bodies and the Federal Office of Family Affairs and Civil Society Functions.

There is more information at:

https://www.bundesfreiwilligendienst.de/bundesfreiwilligendienst/bundessprecher-innen/die-wahl
Agreement

between

the Federal Republic of Germany, represented by

the Federal Office of Family Affairs and Civil Society Functions (the Federal Office), D-50964 Cologne

and

First name
Last name
Other names or titles
Academic qualification
Please select
born on date of birth
Building name
Street and house number
Postcode, city

represented by (for minors, name and address of the legal guardian)

Please select
Please select
First name Last name
First name Last name
Other names or titles
Other names or titles
Academic qualification
Academic qualification
Street and house number
Street and house number
Postcode, city
Postcode, city
(Optional additional person)

regarding the

performance of volunteer service on the basis of the German Federal Volunteer Service Act (BFDG).¹

1. Assignment location

The volunteer service shall be performed at (assignment location number EST )

¹ This shall not establish an employment relationship.
Name of the assignment location
Street and house number
Postcode, city
and shall last from _______ to _______
with a weekly working time of _______ hours.

Please indicate the regular working hours (full-time) at the place of employment: _______ hours.

1.1 Optional: The assignment location is part of the following sponsoring organisation/the following independent organisational unit (SOE) (number: SOEDE):  
Name of the sponsoring organisation/SOE  
Street and house number  
Postcode, city

1.2 The assignment location is assigned to the following central office (number: ZSTDE):  
Name of the central office  
Street and house number  
Postcode, city

2. Obligations of the volunteer

The volunteer hereby agrees

1. to perform the tasks assigned to the best of his/her knowledge and ability;

2. to maintain confidentiality with regard to the person, personal circumstances and any illness of the service users and with regard to internal affairs at the assignment location, including after the end of the assignment;

3. to attend the legally required seminars. Seminar time counts as working time. No holiday can be granted during the seminar blocks. Attendance of these seminars as well as travel to and from the seminar location is free of charge for the volunteer;

4. in the event of incapacity to work (including for periods of a seminar), to inform the assignment location immediately.

1. In the event of incapacity to work for more than three calendar days, the volunteer must provide the assignment location with evidence of the incapacity to work and its duration on the following day of service at the latest. For this purpose, the volunteer shall either:

   a. submit (or send) a medical certificate (in paper form) on the incapacity for work and its duration,

   or

   b. if the place of employment is able to retrieve an electronic certificate of incapacity for work (eAU), to inform it immediately of any further incapacity for work and its duration.
2. In deviation from the above provision, for periods of a seminar the volunteer shall provide evidence of incapacity for work and its duration on the first day of incapacity for work.

   a. If it is not possible to travel to the seminar:
      Proof of incapacity for work must be provided by the volunteer to the assignment location in accordance with the provision set out in No. 2.4.1 (a) or (b).

   b. In the event of illness during a seminar:
      The body responsible for conducting the seminar (management of the educational institution or management of the Federal Training Centre) must be informed. Proof of incapacity to work must be provided to the assignment location by the volunteer in accordance with the provisions set out in No. 2.4.1 (a) or (b).

5. to observe the company and house rules for the assignment location, and to observe the company dress regulations during working hours;

6. to undergo a medical examination before the start of the assignment if necessary.

3. **Obligations of the assignment location**

   3.1 Pursuant to its accreditation as an assignment location (Section 6 BFDG), the assignment location must do the following on behalf of the Federal Office:

      1. employ the volunteer in a manner that does not affect the job market, and according to the provisions of the BFDG;

      2. only assign tasks to the volunteer that are appropriate to their age and individual abilities;

      3. appoint a specialist to mentor and support the volunteer and help them settle into the facility, who is responsible for assigning tasks and providing specialised instructions as well as regular personal and technical support within the work area;

      4. apply the occupational health and safety regulations and the Youth Employment Protection Act accordingly. In addition, it shall comply with the regulations specific to the assignment location and relating to industrial safety. The assignment location shall bear the corresponding costs;

      5. issue a certificate of completed service and a reference to the volunteer at the end of the volunteer service;

      6. conclude employer’s liability insurance.2

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2 Bodies, agencies and foundations under public law that are self-insured and have not concluded any employer’s liability insurance are excluded from this as long as the volunteer has been released from liability and claims adjustment is ensured by the assignment location or a third party.
3.2 Monthly allowance and other cash and non-cash benefits

The assignment location hereby agrees to provide the following monthly benefits to the volunteer:

1. An allowance in the amount of €

2. If applicable, additionally the following benefits in kind:
   as part of the monthly allowance, to the value of €
   or monetary compensation of the same value €

3. If applicable, free meals (to be calculated based on the value of the benefits in kind as per the Social Security Compensation Directive) to the value of €
   and/or corresponding monetary compensation in the amount of €

4. If applicable, provision of free accommodation (with a value in accordance with the Social Security Compensation Directive) to the value of €
   or corresponding monetary compensation in the amount of €

5. If applicable, company or work clothing, including cleaning, to the value of €
   or corresponding monetary compensation in the amount of €

3.3 Mobility allowances

The assignment location may grant monthly allowances in the amount of €

☐ for journeys by public transport (usually not subject to social security contributions)
☐ for other mobility alternatives (usually not subject to social security contributions)

and/or corresponding benefits in kind to the value of €

☐ for journeys by public transport (usually not subject to social security contributions)
☐ for other mobility alternatives (usually not subject to social security contributions)

3.4 Social security

The assignment location agrees to register the volunteer with the statutory social and accident insurance and to pay the corresponding social security contributions, including the contributions to the statutory accident insurance in the amount specified below.

The assignment location shall pay the total social insurance contribution (Section 20 (3) sentence 2 of the Social Security Code IV), i.e. both the employer’s and the employee’s share. The social security contributions do not include the U2 and U3 contributions.

Contribution to be paid to social insurance, including contributions to statutory accident insurance, in the monthly amount of €

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3 All fields listed under no. 3.2 must be completed. If a benefit is not granted, this must also be indicated (e.g. with “-“ or “0.00”).

4 See guidelines on the BFDG § 2.
3.5 Sickness benefits

In the event of illness, the monthly allowance and all other cash and non-cash benefits as well as mobility allowances shall continue for six weeks, but not beyond the end of the volunteer service. The provisions of the Continued Remuneration Act shall not apply.

3.6 Forfeiture of claim to benefits

In the event of an unexcused absence from the Federal Volunteer Service, there shall be no claim to payment of cash or non-cash benefits, mobility allowances or social security contributions.

3.7 Education

The assignment location undertakes to release the volunteer from work for days in order for them to attend the legally required seminars (without counting these toward the days off work); of these, seminar days shall be held at the Federal Training Centres. As a rule, seminars last for five days. During the seminar week at the training centre, the volunteer will receive accommodation and meals.

3.8 Holiday

For the duration of the period of service, the assignment location undertakes to grant leave of days for the duration of the period of service.

The holiday calculation is based on a distribution of the weekly working hours over days.

The minimum leave entitlement is calculated in accordance with Section 13a BFDG and, for volunteers under the age of 18, in accordance with Section 19 of the Youth Employment Protection Act.

Severely disabled volunteers are entitled to additional leave in accordance with the provisions of Section 208 of the German Social Code (SGB IX).

Leave must be granted in full until the end of the service. Leave not taken must be compensated.

Offsetting holiday against days of unexcused absence is not permitted.

4. Probationary period

The first six weeks of the assignment are considered a probationary period. During this probationary period, either party to the Agreement can terminate the Agreement with two weeks' notice. During this probationary period, the assignment location can request a termination by the Federal Office without stating grounds.

5. End of the Federal Volunteer Service

5.1 Expiration

The Federal Volunteer Service shall end when the period established in the Agreement expires, without the need for termination.

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5 See guidelines on the BFDG § 13a
5.2 Dissolution

The Agreement can be dissolved by the Federal Office in the case of mutual agreement between the volunteer and the assignment location. Minor volunteers may only dissolve the agreement with the consent of their legal guardians.
5.3 Termination

The Agreement can be terminated by the parties – the Federal Republic of Germany, represented by the Federal Office/volunteer – with four weeks’ notice to the fifteenth of the month or to the end of the calendar month (ordinary termination).

The Agreement can be terminated (without notice) for good cause without any termination period (extraordinary termination). The termination must take place within two weeks, beginning on the date on which the party entitled to terminate became aware of the material circumstances constituting good cause.

The assignment location can request a review of the termination by the Federal Office, stating the grounds for termination. The assignment location must apply for the review of an extraordinary termination (without notice) immediately after becoming aware of the good cause. The Federal Office may also call in the responsible auditor with the Federal Volunteer Service to clarify the circumstances.

Terminations must be made in writing. Minor volunteers can only terminate the Agreement with permission from a legal guardian. Any termination of minor volunteers must be addressed to their legal guardian.

The provisions of the German Employment Protection Act do not apply.

6. Miscellaneous

The advisors of the Federal Volunteer Service are also available as contacts for all participants.

7. Final provisions

This Agreement is issued in triplicate.

No claims under immigration law may be derived from this Agreement. The relevant authorities are responsible for examining the legal residence requirements for the volunteer.

Any subsequent changes to the arrangements made in the concluded Agreement must be made in writing and must be countersigned by all parties – Federal Republic of Germany, represented by the Federal Office/volunteer – in order to be valid. Each party to the Agreement shall receive a signed copy.

8. Information sheet/confirmation

The volunteer has been issued with the “Information Sheet for Performing Federal Volunteer Service” of the Federal Office of Family Affairs and Civil Society Functions by the assignment location/the sponsoring organisation/the SOE and hereby acknowledges its contents.

The volunteer hereby confirms that this volunteer service will not cause them to exceed the maximum limits established in Section 3 (2) BFDG.
9. Data protection notice

The Federal Office processes personal data relating to all volunteers as per Section 8 (1) sentence 2 BFDG, to the extent that this is necessary for performing the Federal Volunteer Service and issuing a volunteer ID. The provisions of the General Data Protection Regulation and the Federal Data Protection Act are followed. For minors, personal data of the legal guardian (name and address) is also gathered. The legal guardian hereby indicates by signing the Agreement that they are aware of the processing of this data. This data is also processed at the Federal Office, in keeping with the General Data Protection Regulation and Federal Data Protection Act.

View our Data Privacy Statement here: https://www.bundesfreiwilligendienst.de/service-menue/impressum/datenschutz.html

Cologne, date
On behalf of the
Federal Office of Family Affairs and Civil Society Functions

(Signature of the volunteer)

(Stamp and signature)

Approval of the legal guardian for minors. This also includes an agreement to participate in the obligatory seminars at the residential facility.

(Signature of the legal guardian)

Agreed:

Place, date

(Stamp and signature of the assignment location/legal entity)

(Stamp and signature of the sponsoring organisation, where applicable)

Agreed and quota checked:

City, date
The signature from the central office or SOE is required.
Supplement to the Agreement Regarding Federal Volunteer Service

- Establishing accounting paths –

1. Agreement dated

   Date Signature Agreement
   First name, Last name of the volunteer
   First name Last name
   Please select
   Volunteer’s date of birth
   Date of birth

Comments

The agreement to provide the Federal Volunteer Service, filled out jointly by the volunteers and the assignment locations, must always be fully completed and attached to this Supplement. It is to be completed by the assignment location or by a contracted organisation as per Section 6 (5) BFDG.

The Agreement cannot be recorded or processed without the information requested herein.

This Supplement is used to choose the accounting paths for the individual Agreement. Only accounting offices that were previously established by the contracting party for the assignment location and correspondingly recorded by the Federal Office can be used here.

The information requested in points 1. to 4. is mandatory.

All of the accounting office numbers follow the pattern “ASTxxxxxx.” If the necessary numbers are not known, the central office can help determine them.

2. Assignment location number

   EST

3. Number of the accounting office that will be reimbursed for allowances and social security contributions

   AST

4. Number of the accounting office that will be reimbursed for pedagogical support (education flat rate)

   AST

   The maximum flat rate for education is pre-assigned at EUR 121; a lower flat rate for education can be selected. From the 13th month in the Federal Volunteer Service, EUR 60 is paid as a basic principle.

   Maximum flat rate for education EUR 121.00

   Date
(Stamp and signature of the assignment location and/or the contracted organisational unit)