

IBIZAPRESERVATION VOLUNTEER AGREEMENT

PARTIES

_____, of legal age, with ID nº _____, and
residing at _____.

AND

_____(VOLUNTEER), of legal age, with ID nº _____, and residing
at _____.

REPRESENTATION

_____, represents *Fundación para la Conservación de Ibiza y Formentera*,
henceforth IbizaPreservation, with CIF G57940678 and registered in the Registry of Foundations of
the Balearic Islands, with the number 100000000358.

_____, represents themselves/appears in the name and on behalf of¹
_____ of _____, a minor.

Both parties state that they have the necessary legal capacity to formalize this incorporation agreement.

COMMITMENTS

After passing the corresponding selection process by the VOLUNTEER and in accordance with the provisions of Law 11/2019, related to volunteering in the Balearic Islands, both parties, by mutual agreement, have decided to sign this incorporation agreement subjecting it to the following clauses.

CLAUSES

1. Volunteer commitment

By signing this agreement, the VOLUNTEER becomes a volunteer of IbizaPreservation according to the following conditions and supervised by the person responsible for the programme.

¹ Specify the capacity of the representative, eg parent, teacher or other similar role

2. Regulation

This agreement will be governed by the provisions of Law 11/2019, on volunteering in the Balearic Islands and, in matters not provided for therein, by the provisions of this incorporation agreement.

Both parties accept that this agreement does not entail the reduction of paid posts offered by the entity or the substitution of any public service and that, in no way, does the relationship between both parties constitute an employment relationship subject to current labor regulations.

3. Information

That the VOLUNTEER declares that he/she has been duly informed of the content of the Statutes of IbizaPreservation and of the program in which he/she will participate thus agreeing to perform the task/s as set out in the description of them.

4. Conditions of the activities to be performed by the volunteer

a) The volunteer knows and expressly accepts that his/her activity will not be subject to any remuneration and undertakes to carry it out responsibly and confidentially, committing to give sufficient notice in order to be replaced by another volunteer in the case that fulfilment of the agreed activity becomes impossible to fulfill.

b) the volunteer activity will be carried out under the following conditions:

<i>Name of the activity, program or project</i>	
<i>Tasks to be carried out</i>	
<i>Expected duration</i>	
<i>Responsible person</i>	

5. Rules regarding reimbursable expenses

Only those expenses related to activities which will be described in advance and with pre-approval from IbizaPreservation will be considered. Any expense incurred outside the pre-established regime must be receipted and approved.

Expenses will be reimbursed once the claim has been approved by IbizaPreservation.

6. Insurance of the volunteer and occupational risk prevention regulations

The VOLUNTEER will be included in insurance policy nº 48851210/54 with the company Allianz Seguros, which is currently valid and up-to-date with payments.

The VOLUNTEER declares to know basic risk prevention rules, committing to observe them at all times.

7. Duration and Causes of resolution of the agreement/commitment

This commitment will have an initial duration of _____ (extendable), as long as one of the parties does not decide to terminate it, in which case they must notify the other party of their decision in writing.

Additionally, the following will be causes of termination of this commitment:

- Non-compliance with the obligations contemplated in the above mentioned clauses.
- At the will of any of the parties communicated in writing.
- Inaccuracy of the data provided in this agreement.
- Non-compliance with the provisions of art. 8 sections 4 and 5 of Law 45/2015, of 14 October.

8. Conflict resolution.

Both parties agree that, should there be conflicts between them, they will be settled by arbitration in accordance with the provisions of the Law on Arbitration 60/2003, of 23 December.

As proof of agreement, both parties sign this document in duplicate and to single effect in

In _____ (PLACE), on _____ (DATE)

Representative of IbizaPreservation

Volunteer or representative (if a minor)

DECLARATION

I,, with ID/Passport N°

DECLARE not to have a criminal record for crimes of domestic or gender violence, or for any attempt against the life, physical integrity, freedom, moral integrity or sexual freedom and indemnity of a spouse or children, or for crimes of illegal trafficking or clandestine immigration of people, or for crimes of terrorism in programs whose recipients have been or may be victims of these crimes, as established in art. 8.5 of Law 45/2015, on Volunteering of 14 October..

In _____ (PLACE), on _____ (DATE)

ANNEXE

The following documents are attached to and form part of this incorporation agreement
(tick where appropriate):

Informative clause on Data Processing and Protection (possibility of incorporating image transfer rights), in accordance with Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights and 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.

Affidavit of freedom from criminal record.

Certification from the Central Register of Convicted Persons confirming there is no conviction by final judgment for crimes against sexual freedom and indemnity, trafficking and exploitation of minors (if applicable).

Express authorisation from parents, guardians or legal representatives in the case of volunteers under 16 years of age and over 12 years of age.

Consent of parents, guardians, or legal representatives in the case of volunteering by persons over 16 years of age and under 18 years of age.



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Court judgement modifying the capacity of the volunteer and stating the possibility of carrying out voluntary activities.