

**AGREEMENT ON THE PERFORMANCE OF VOLUNTEER SERVICES NO. 2/2024/TTV  
CONCLUDED ON 19.07.2024 IN KRAKOW**

between:

**CANPACK Foundation** with its registered office in Kraków, address: 30-302 Kraków, 29 Marii Konopnickiej Street, registered in the District Court for Kraków Śródmieście in Kraków, XI Division under KRS number 0000541518, NIP 945-218-25-18, hereinafter referred to as **the Foundation**, represented by: Magdalena Limanówka – President of the Management Board

and

**Stredná priemyselná škola stavebná a geodetická**, address: Lermontovova Street, nr 1, 040 01 Košice, Slovakia, registration number (IČO) 00161764, tax number (DIČ) 2020762425, represented by Mgr. Renáta Jenčíková – school director

hereinafter referred to as **the Cooperating Institution**

The Foundation and the Cooperating Institution declare that they are entities for which the volunteers may provide work without compensation.

Taking into account the idea of volunteering, which is based on voluntary, unpaid performance of activities by volunteers for entities operating in the sphere of public activities, the Parties to the Agreement agree as follows:

**§ 1.**

**Subject matter of the agreement**

1. The subject of this Agreement is the implementation of a volunteer project for the Cooperating Institution titled **Greenery in the school** (hereinafter: **the Project**), described in detail in the Application submitted by the Leader and being part of the grant program Time for Volunteering 2024 organized by the Foundation. The Application constitutes Attachment no 1 to this Agreement.
2. In order to implement the Project, the Foundation will transfer to the Cooperating Institution the amount of 2.800 EUR for the expenses indicated in the **Project Budget** (as indicated in Application), and the Volunteers will perform the activities described in the Application and thus they will voluntarily work for the Cooperating Institution for 30 hours in total.
3. The Cooperating Institution declares that it accepts the voluntary work and funds indicated in section 2 and undertakes to allocate them for the implementation of the Project (i.e. for activities in the field of education within the meaning of Article 4(1) of the Act on Public Benefit Activity and Volunteering) and that the Project will be implemented for the needs of students attending the Cooperating Institution (289 students) and teachers, school staff (44 people).

**§ 2.**

**Duration and place of performance of the Agreement**

1. This Agreement is concluded for a definite period of time, i.e. from signing to the 30<sup>th</sup> September 2024 r.
2. The Agreement may be terminated by either Party for important reasons in writing with 14 days' notice.
3. The place of performance of the activities specified in § 1 of the Agreement will be Košice, Slovakia.

**§ 3.**

**Volunteers**

1. Volunteers will carry out the activities described in the Application.
2. The implementation of the Project does not require going for a business trip.
3. Cooperating Institution will confirm with Volunteers that the Volunteers have qualifications and meet the requirements necessary to perform the activities indicated in the Application.
4. Due to the nature and idea of volunteering, Volunteers:
  - a. are obliged to perform the agreed activities in person;
  - b. will not be paid for the activities performed.

**§ 4.**  
**Leader**

1. The Leader (indicated in the Application) represents the Volunteers in contacts with the Foundation, the Cooperating Institution, the Project Beneficiaries and other institutions related to the implementation of the Project.
2. The Leader will help the Cooperating Institution and the Foundation to make sure that the Project will be performed properly.
3. Within 30 days of the end of the Project, the Leader will provide the Foundation with:
  - a. **a report on the implementation of the Project**, the template of which is attached as Attachment no 2 to this Agreement;
  - b. **the photographic and/or video documentation of the Project;**
  - c. **scans of invoices or bills confirming the expenses made** received from the Cooperating Institution.
4. The Leader is obliged to update the report and settlement of the Project if they are not accepted by the Foundation.
5. In the case of providing the photographic documentation, the Leader declares that he/she has **the consent of the** persons depicted in the photos or their legal guardians to be used by the CANPACK Foundation with its registered office in Krakow, address: 29 Marii Konopnickiej Street, 30-302 Krakow, REGON: 360675443, NIP: 9452182518 and independently by CANPACK S.A. with its registered office in Krakow, address: 29 Marii Konopnickiej Street, 30-302 Krakow, NIP: 677-004-67-39, REGON: 350568442 (hereinafter referred to as each of these entities as the "Administrator") of photos and videos taken in connection with the implementation of the TIME TO VOLUNTEER 2024 Program organized by the CANPACK Foundation, containing the image of these people for the purpose of conducting information and promotional activities related to the statutory activities of the CANPACK Foundation and the activities in the field of corporate social responsibility (CSR) of CANPACK S.A., in accordance with the content of Attachment no 1 or Attachment no 3 to this Agreement. As a consequence, in the event of any claims in this regard, the Leader will release the Foundation or CANPACK S.A. from any liability. **Granting consent in the above scope is voluntary. In the absence of the above-mentioned consents, the Leader shall inform the CANPACK Foundation in detail about the restrictions on the use of the submitted photographic documentation.**
6. Failure to fulfill or improper fulfillment of the obligations under the Agreement by the Leader will result in the exclusion of the Leader's ability to participate in subsequent editions of the Time for Volunteering grant program organized by the Foundation, except for the situation when the only reason for the failure to fulfill or improper fulfillment of obligations is the act or omission of the Cooperating Institution.

**§ 5.**  
**Cooperating Institution**

1. The Cooperating Institution undertakes to allocate the amount indicated in § 1 section 2 only for the expenses indicated in the **Project Budget** and to perform the activities assigned to the Cooperating Institution in the Application, as well as to enable the Volunteers to perform the services described in the Application and assigned to the Volunteers.
2. **Any change, in particular a change in the scope of the Project or in the Project Budget, requires Foundation's consent in e-mail form and, at the Foundation's request, signing an appropriate annex to this Agreement.**
3. The Cooperating Institution is obliged to support the Leader with the proper implementation of the Project and its financial and substantive settlement.
4. The Cooperating Institution will provide the Volunteers with the information on:
  - a. **the method of processing their personal data and image** (Attachment no 1);
  - b. **the health and safety risks** associated with the services provided and on the principles of protection against hazards;
  - c. **the rights and obligations of** the volunteers, if applicable in the country of Cooperating Institution.
5. Providing training referred to in section 4 letter b, Cooperating Institution may use Leader's and Foundation's assistance.
6. The Cooperating Institution will conclude an accident insurance contract for Volunteers. If concluding such contract is not possible for Cooperating Institution and the local provisions require such contract to be concluded, the Cooperating Institution will contact Leader and Foundation.
7. Within 30 days of the end of the Project, the Cooperation Institution undertakes to provide the Leader and Foundation with:
  - a. **a report on the implementation of the Project**, the template of which is attached as Attachment no 2 to this Agreement;

- b. a copy of all necessary financial documents for the purpose of proper settlement of the Project with the Foundation, in particular **scans of invoices or bills confirming the expenses made. By submitting this documentation to the Leader, the Cooperating Institution declares that the costs documented by these invoices or bills have not been covered by funds other than funds obtained from the Foundation.**
8. The Cooperating Institution is obliged to update the report and settlement of the Project if they are not accepted by the Foundation.
9. At the request of the Volunteer, the Cooperating Institution will issue a written certificate of the performance of volunteer services by the applicant. This certificate will contain information about the time and scope of the work performed.
10. In the event that the amount indicated in paragraph 1 above is not used for the implementation of the Project or is used contrary to the Project Cost Estimate or the agreed changes in the Project Cost Estimate, or if no documents confirming the manner of using this amount are provided, the Cooperating Institution will return the unused, improperly used amount or the amount in relation to which there are no documents confirming the manner of its use to the Foundation's account in the within 14 days from the date of receipt of the Foundation's request in this regard. This provision shall also apply accordingly in the event of termination of this Agreement by either Party.
11. Failure to fulfil or improper fulfilment of the obligations under the Agreement by the Cooperating Institution will result in the exclusion of the Cooperating Institution's ability to participate in subsequent editions of the Time for Volunteering grant programme organised by the Foundation, except for the situation when the only reason for the non-fulfilment or improper fulfilment of duties is the act or omission of the Leader or Volunteers.

## § 6.

### Responsibilities of the Foundation

1. The Foundation undertakes to transfer to the Cooperating Institution the amount indicated in § 1 section 2 within 14 days from the date of signing this Agreement to the following bank account: **SK798180000007000454709.**
2. The Foundation undertakes to verify the documents indicated in § 3 section 8 within 30 days of their receipt. After verification, the Leader will be informed by e-mail about the acceptance of the report and settlement of the Project or its absence, with an indication of the necessary additions and the date of their completion.

## § 7.

### Data protection

1. The administrator of his personal data processed under this Agreement is the Foundation, contact: [fundacja@canpack.com](mailto:fundacja@canpack.com) and independently CANPACK S.A. contact: [data.protection@canpack.com](mailto:data.protection@canpack.com) and independently the Cooperating Institution contact: [stavke@stavke.sk](mailto:stavke@stavke.sk)
2. The recipients of his personal data may be public authorities as part of the supervision over the Foundation's activities and these data may be available to the public by placing an image on the websites and social profiles of each of the Administrators.
3. Personal data is stored until the expiry of tax obligations under this Agreement or until the statute of limitations for possible claims under this Agreement expires or until the consent is withdrawn.
4. Each person has the right to withdraw consent to the processing of personal data at any time in the scope of data that is processed on the basis of consent. The withdrawal of consent does not affect the lawfulness of data processing that took place before the withdrawal of consent.
5. Each person has the right to access their data (Article 15 of the GDPR), rectification (Article 16 of the GDPR), erasure of data (Article 17 of the GDPR) and the right to restriction of data processing (Article 18 of the GDPR).
6. If the processing of personal data violates the provisions of the GDPR, each person has the right to lodge a complaint with the proper authority, depending of the country.
7. Providing personal data is voluntary. Failure to provide data will prevent the conclusion and performance of this Agreement.

## § 8.

### Final provisions

1. The Parties provide e-mail addresses for contact within the Project:
  - a. for the Foundation: [grant@canpack.com](mailto:grant@canpack.com)
  - b. for the Cooperating Institution: [stavke@stavke.sk](mailto:stavke@stavke.sk)
  - c. for the Leader: [iveta.nosianova@canpack.com](mailto:iveta.nosianova@canpack.com)

2. The Parties undertake to keep secret all information concerning the Parties to this Agreement or the Beneficiaries obtained during the implementation of the Project, except for information concerning the fact and manner of implementation of the Project.
3. In matters not regulated by this Agreement, the provisions of Polish law shall apply.
4. With the reservation of § 5 section 2, any amendments to the Agreement shall be made in writing under pain of nullity.
5. Disputes arising from the application of this Agreement will be resolved by a common court with territorial jurisdiction over the Foundation's registered office.
6. The Agreement was drawn up in two identical copies, one for each of the Parties.

Foundation

Cooperating Institution

Attachments:

1. *Application submitted to the Time for Volunteering 2024 Project – Greenery in the school together with the Project Budget and signed statements on data protection of the Volunteers*
2. *Template of the report on the implementation of the Project (also sent to the Leader in an electronic version)*
3. *Template of the consent for the use of the image of the Project Beneficiaries*

# Doložka o autorizácii

Tento listinný rovnopis elektronického úradného dokumentu bol vyhotovený podľa vyhlášky č. 85/2018 Z. z. Úradu podpredsedu vlády Slovenskej republiky pre investície a informatizáciu z 12. marca 2018, ktorou sa ustanovujú podrobnosti o spôsobe vyhotovenia a náležitostiach listinného rovnopisu elektronického úradného dokumentu.



## Údaje elektronického úradného dokumentu

Názov: Zmluva - machové obrazy

Identifikátor: SPŠSaG-144/2024/1

## Autorizácia elektronického úradného dokumentu

Dokument autorizoval: MANDATÁR Mgr. Renáta Jenčíková OPRÁVNENIE 1117  
IDCSK-NF491037

Zastupovaná osoba: Stredná priemyselná škola stavebná a geodetická,  
Lermontovova 1, 040 01 Košice  
www.stavke.sk, Košice

Spôsob autorizácie: Kvalifikovaný elektronický podpis s kvalifikovanou elektronickou časovou  
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Označenie strán, na ktoré sa autorizácia  
vzťahuje: A-1

## Informácia o vyhotovení doložky o autorizácii

Doložku vyhotovil: Mgr. Renáta Jenčíková  
Riaditeľka  
Stredná priemyselná škola stavebná a geodetická  
Lermontovova 1, 040 01 Košice www.stavke.sk, 040 01 Košice

Dátum vytvorenia doložky: 23.07.2024

Podpis:

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