## MOA VOLUNTEER FOR INTERNATIONAL SOLIDARITY

#### **BETWEEN**

#### ASSOCIATION ALOUETTE, association under the 1901 law, with the following goals:

- Leading development actions in countries with communities experiencing difficulties.
- Helping them in their group or individual demands in difficult times.
- Defending and promoting all types of actions aiming towards these objectives.
- Working in charity work

The association is not influenced by any philosophical, religious, or political opinion or organization. Association Alouette's head office is located at 34 avenue de la République78230 Le Pecq. The association is legally represented by its President, M. Bernard Pierquin.

AND

Name and first name:

Birth date: Status: Nationality:

Address:

Paid fee to Association Alouette his/her membership of 23 Euros

Paid - Not paid

Memorandum of Agreement should be sent to : <u>alouette.bernard@yahoo.com</u> with attached documents : application letter – bio date with recent 2X2 picture

Designated in the document as « the volunteer »

AND

Name and first name: Bernard Pierquin, Executive Director

Corporate name: ALOUETTE FOUNDATION OF THE PHILIPPINES, INC.

Address: 755, E. Cornejo St.

Malibay, Pasay City 1300 PHILIPPINES

Designated in the document as « the partner"

## THE FOLLOWING HAS BEEN AGREED

## **ARTICLE 1: Object and term of the mission**

The volunteer agreement will start on (month/year)  $\dots/\dots/2009$ And will end  $\dots/\dots/2009$ 

The present agreement will only begin if the volunteer has legalized his entry and stay in the country where the mission is to take place. Watch to look at the new law established to the Philippines in 2010 concerning the expenses of visa and immigration.

The volunteer declares to be free of any commitment during the term of the present agreement.

The mission can be extended by the demand of the partner after written agreement of the volunteer and of Association Alouette.

The volunteer will accomplish his international solidarity mission as:

#### **Position:**

#### **Mission:**

## **ARTICLE 2: Content of the mission**

By signing the present agreement, the volunteer agrees to his participation in an unpaid mission of international solidarity, handed to him by **ASSOCIATION ALOUETTE** on the terms defined by the present document, and for which he specifically accepts all dispositions.

An application for a mission is, first of all, an act of personal commitment. The volunteer will therefore use his competences at the service of the organization. He will agree with the terms of the association and will promote its objectives.

An international solidarity volunteer is a person temporarily expatriated for the term of his mission who, throughout its term carries out a full-time unpaid professional activity, and abandons therefore any other social status in regards to labor law.

The volunteer will not receive any pay or retribution for his work, whatever the nature of the work or the needed competence. But he could receive a compensation defined according to the terms of the contract.

#### **ARTICLE 3: Location and description of the mission**

Location of the mission: ALOUETTE FOUNDATION OF THE PHILIPPINES, INC.

755, E. Cornejo St.

Malibay, Pasay City 1300 PHILIPPINES

### **Description of the mission:**

(Working hours, breaks)

Alouette Foundation's main objective is to help the underprivileged children of the Philippines and their families, and more specifically in their schooling and professional education. The NGO has also developed programs in prisons, health programs, livelihood programs, and other projects allowing a holistic approach to underprivileged populations.

ASSOCIATION ALOUETTE considers that real development takes place through responsibilization of the local partners.

Financing, auditing, communication and children activities are the only positions that can be handled by volunteers.

The volunteer: name, firstname

The volunteer will lead his mission with the perspective of self management/self supporting and will agree to the work methods followed by **ASSOCIATION ALOUETTE** and the partner, **ALOUETTE FOUNDATION OF THE PHILIPPINES, INC. (AFPI)** 

## **ARTICLE 4: Breaking off of term**

**ASSOCIATION ALOUETTE** holds the right to put an end to a mission in the following situations:

- a) The volunteer has to leave for a valid personal reason, previously discussed with signatories of this agreement.
- b) Fortuitous event: natural disaster, political problems, accident or disease making the volunteer unable to pursue his mission.
- c) Gross negligence of the volunteer: professional negligence or behavior incompatible with the carrying out of the mission.

In case of disagreement between the volunteer and **AFPI**, both parties commit themselves to notice **ASSOCIATION ALOUETTE** as soon as possible. The breaking off of the term will only take place after an attempt to conciliate both parties.

## **ARTICLE 5: Obligations of the volunteer and the partner**

#### A. Obligations of the volunteer

The volunteer will keep in mind the strictly humanitarian character of his mission during the whole time of the mission.

The volunteer agrees to have known the nature of the mission handed to him, of the local living conditions and of the means he will dispose of.

The volunteer therefore gives up any right to prevail to any lack of previous information or lack of equipment on location.

The volunteer agrees to act in anyway that would impair the evolution of his mission or the credibility of **ASSOCIATION ALOUETTE**, of the partner on location **ALOUETTE FOUNDATION OF THE PHILIPPINES, INC.** and of the legal representatives.

In particular, the volunteer should keep in mind the following elements:

- He will lead his mission following the directives and instructions, which will be given to him by ASSOCIATION ALOUETTE and the partner, ALOUETTE FOUNDATION OF THE PHILIPPINES, INC.;
- He will have to be present on location of his mission during the visit of the persons in charge of partner organizations;
- He will stay completely neutral in all conflicts involving colleagues;

- He will not take part in any political, ideological, religious, or philosophical propaganda with the local populations and authorities;
- He will not buy or take any type of drugs, even if they are of normal use in the country;
- He will engage in respecting the belongings of **ASSOCIATION ALOUETTE** and of the partner during the accomplishment of his task and will not be employed for any remunerated job during the time of the mission without previous agreement of the partner.
- The volunteer agrees to register at the French Embassy as soon as he arrives.

Breaking off of the contract can take place if any of these rules are violated.

#### B. Obligation of the partner

- The partner will help the volunteer' integration with other volunteers, which will take place in his sector and help in his insertion with the social community.
- The partner will answer to any damage caused by the volunteer during the accomplishment of the mission. He agrees to register to any insurance policy imposed by local authorities and following the local legislation.
- The partner agrees to pay for all damage resulting from the use of a motor vehicle used for the volunteer's mission.
- If any event, which might endanger the mission, takes place, the partner agrees to notify ASSOCIATION ALOUETTE as soon as possible, by any means of communication at his disposition. The same applies to a sick leave, incident, or accident.

## **ARTICLE 6: Reunions and mission's reports**

The volunteer agrees to send to **ASSOCIATION ALOUETTE**, at the end of his mission, a report describing the accomplished work, or at the end of every trimester in case of a long-term mission. The report will be in English so that the local staff can read it too.

The partner agrees, at the end of the present agreement, to hand **ASSOCIATION ALOUETTE** a report of the work accomplished by the volunteer relative to the project.

## **ARTICLE 7: Travels**

All transportation fees from the domicile of the volunteer to the location of the mission are to be paid by the volunteer. The transportation costs of the way back from the location of the mission to the domicile of the volunteer will also be paid by the volunteer.

The transportation costs relative to the mission and approved by the partner will be reimbursed to the volunteer by the partner after presentation of reimbursement slips or liquidation slips, previously approved by the partner.

## **ARTICLE 8: Living and financial conditions**

The partner will provide the volunteer with lodging, equipped according to the local hygiene conditions and standards of the country of the mission, and furnished according to local feasibility.

The tuition fees, water, electricity, gazul are charged to the volunteer (to be deposited upon arrival): 50\$ per person + 30\$ per month of duration stay (in any case 80& minimum even if 2 or 3 weeks only for the first month);

1 <sup>st</sup> month	2nd month	3rd month	4th month	5th month	6th month
80\$	30\$	30\$	30\$	30\$	30\$

The volunteer will pay for food and other personal needs.

# Any broken item should be replaced or reimbursed before departure of the volunteer

## ARTICLE 9: Leave of absence and day offs

Two day-offs per week are granted to the volunteer. These days will be set with the partner.

During short stays, from 4 to 5 weeks, 1 week in the middle of the mission will allow the volunteer, if he wishes to, to travel within the country where the mission is taking place.

During longer stays, up to 3 months, the volunteer will be granted a week of vacation. The dates will be set in agreement with the partner.

For stays longer then 3 months, the volunteer will be granted 1 week off every 3 months. The dates will be set in agreement with the partner.

The week of absence will be entirely at the charge of the volunteer.

## **ARTICLE 10: Insurance**

The volunteer must take care of his insurance coverage according to the laws in his country of origin.

He will have to insure himself with a repatriation assistance (generally included in the ticket if it is bought with a credit card and if the length of the stay does not exceed 3 months).

The volunteer declares having gone through all mandatory vaccines for entrance in the country of the mission.

Risks and perils of the mission he is to accomplish have been listed to the volunteer by the representatives of **ASSOCIATION ALOUETTE**. The volunteer has taken cognizance of the insurance conditions to which he has subscribed and will not claim, in case of serious consequences, any compensation.

If the volunteer, for personal reasons, wishes to come earlier or prolong his stay, **ASSOCIATION ALOUETTE** or the partner **ALOUETTE FOUNDATION OF THE PHILIPPINES, INC.** will not be held responsible in any way.

## **ARTICLE 11: Juridiction**

In case of dispute, the Court of Paris will be the only court declared competent in application of French Law.

A copy of this agreement will be handed to each of the petitioners.

ASSOCIATION ALOUETTE ALOUETTE FOUNDATION OF THE PHILIPPINES, INC.	The volunteer
Date:	Date:
President	Signature above written name followed by: 'read and approved'

## MOA volunteer Alouette Foundation for international solidarity

Stamp of the organisation.	
Received and approved by:	
Date:	
Executive Director	