

VOLUNTEERING RULES

of the “Polish Subsurface Initiative” Foundation

adopted by decision of the President of the Management Board No. [NUMBER] of in Jaworze

Unofficial English translation. Only the Polish text is legally binding; in case of any discrepancy, the Polish version prevails.

Chapter I. General provisions

§ 1

1. These Rules set out how the “Polish Subsurface Initiative” Foundation with its registered seat in Jaworze, ul. Złota 2/6, 43-384 Jaworze, Poland (the “Foundation”) admits volunteers, how volunteers perform their services, and how the register of engagement points is kept and volunteers are referred to training.
2. Volunteering at the Foundation is organised on the basis of the Act of 24 April 2003 on public benefit activity and volunteering (the “Act”), the Foundation’s statute and these Rules.
3. In these Rules:
 1. **volunteer** means a natural person who voluntarily and without remuneration performs services for the Foundation under a volunteer agreement;
 2. **candidate** means a person who has submitted a volunteer application form;
 3. **event** means a campaign, training, expedition, clean-up, workshop or other undertaking organised by the Foundation within its statutory goals;
 4. **points** means the engagement points referred to in Chapter IV;
 5. **training** means a diving or freediving course conducted according to the standards of a training agency by an instructor who is a volunteer of the Foundation;
 6. **panel** means the Foundation’s online panel available at fundacjapsi.com.pl/panel/.

§ 2 Volunteers perform services within the Foundation’s statutory activity, in particular in organising sports events, training and campaigns to protect the aquatic environment, in educational and research activities, documentation and promotion of the Foundation (§ 5 and § 6(1) of the statute).

Chapter II. Admission to volunteering

§ 3

1. Only adults may become volunteers. The Foundation does not admit minors to volunteering.

2. The candidate submits the volunteer application form on the Foundation's website (fundacjapsi.com.pl/en/volunteer/), giving their first name and surname, telephone number, e-mail address and a cover letter. A candidate who cannot use the online form may send this information to kontakt@fundacjapsi.com.pl.
3. The Foundation holds an interview with the candidate in person or by telephone.

§ 4

1. The decision to admit or not to admit a candidate is made by the President of the Management Board on the basis of the interview referred to in § 3(3) and an assessment of the cover letter, taking into account in particular the Foundation's needs, the candidate's motivation, experience and aptitude, and the safety of event participants.
2. The President of the Management Board notifies the candidate of the decision at the e-mail address given in the form within 30 days of the interview. A decision not to admit includes brief reasons and information on the right to appeal.
3. Admission to volunteering takes place when a volunteer agreement is concluded (§ 6).
4. No one has a claim to be admitted to volunteering.

§ 5

1. A candidate may appeal against a decision not to admit them to the Foundation Council, by sending the appeal to kontakt@fundacjapsi.com.pl or to the Foundation's registered address within 14 days of receiving the decision.
2. The Foundation Council decides on the appeal within 30 days of its submission, by resolution. The Foundation Council may review the candidate's form and interview the candidate.
3. The Foundation Council may uphold the decision or allow the appeal. The resolution of the Foundation Council is final and binding on the President of the Management Board (§ 13(8) of the statute); if the appeal is allowed, the President of the Management Board concludes a volunteer agreement with the candidate.
4. A member of the Foundation Council who is a close person of the candidate within the meaning of § 8(1) of the statute does not take part in deciding the appeal; § 12(2) second sentence of the statute then applies accordingly.

Chapter III. Agreement, rights and obligations

§ 6

1. A volunteer agreement is concluded with each volunteer, setting out the scope, manner and duration of the services and a provision on the possibility of terminating the agreement (Article 44 of the Act). An agreement for a period longer than 30 days is concluded in writing; at the volunteer's request the Foundation also confirms the agreement in writing in other cases.
2. The scope of services set out in the agreement includes at least performing services during the Foundation's events, including — depending on the volunteer's qualifications — services performed underwater.
3. Either party may terminate the agreement at any time for the reasons set out in the agreement.

§ 7

1. The Foundation:

1. informs the volunteer about the health and safety risks related to the services and about the rules of protection against hazards;
2. ensures safe and hygienic conditions for performing the services;
3. covers the costs of business travel and per diems on the terms set out in the Act, unless the volunteer releases the Foundation from this obligation in writing;
4. provides accident insurance for volunteers performing services for a period of up to 30 days;
5. at the volunteer's request, issues a written certificate of the services performed and, at their request, also an opinion on their performance.

2. The volunteer:

1. performs the services personally, with due care, in accordance with the agreement, the instructions of the event coordinator and safety rules;
2. dives during events only within the limits of their qualifications, with a current medical examination or the health statement required by the dive organiser;
3. keeps confidential any information, including personal data, obtained in connection with the services;
4. takes care of Foundation equipment entrusted to them.

Chapter IV. Engagement points

§ 8

1. A volunteer may receive engagement points for taking part in events organised by the Foundation.
2. The number of points for taking part in a given event is set out in the rules of that event.
3. Points are awarded by the President of the Management Board after the event, on the basis of the event rules and information from the coordinator. An event whose rules do not provide for points does not entitle anyone to receive them.
4. Points are solely an internal measure of engagement and a criterion for referring volunteers to training. Points are not remuneration, have no monetary value, cannot be exchanged for money or for benefits other than those set out in Chapter V, are not inherited and cannot be transferred.
5. All of a volunteer's unused points expire if, within 12 months of the date of the event for which they last received points, they do not receive at least 1 point. Points also expire on the date the volunteer agreement is terminated or expires.
6. Points are non-transferable: they cannot be transferred to other persons, including other volunteers, or used for the training of another person.

§ 9

1. The Foundation keeps the register of points in the panel. The volunteer signs in to the panel with a Google account using the e-mail address given to the Foundation and sees only their own data: points awarded, their use, balance and the date on which they may expire, and the number of points required for a training course lasting from 1 to 5 days.

2. Within 30 days of the award of points, the volunteer may raise objections regarding their number with the President of the Management Board. The decision of the President of the Management Board is final.

Chapter V. Training for volunteers

§ 10

1. Under Article 45(3) of the Act, the Foundation may refer volunteers to free diving and freediving training within the scope of the services set out in their agreement, in particular training that improves the volunteer's safety and usefulness during the Foundation's events. Points are used to determine the order of and eligibility for referral to training.
2. Training is conducted by an instructor who is a volunteer of the Foundation. By using points, the volunteer in fact makes use of the instructor's time; the Foundation does not purchase training from external entities unless the President of the Management Board decides otherwise within the available funds.
3. Training is available depending on the Foundation's funds allocated to training and the availability of volunteer instructors. Having a sufficient number of points does not give rise to a claim for training to be conducted on a specific date or at all.
4. Training prerequisites (age, existing certifications, health, minimum number of dives) are set by the standards of the training agency.

§ 11

1. The number of points required for a training course is 5 points for each day of training.
2. The number of training days is half the number of training dives required by the agency standard for the given course, rounded up to a full day. A theory-only training without dives counts as 1 day.
3. For example: a course with 4 dives — 2 days, 10 points; a course with 5 dives — 3 days, 15 points; a theory training — 1 day, 5 points.
4. Points are used for a training course lasting from 1 to 5 days.

§ 12

1. The volunteer requests the use of points in the panel, giving the name of the training course and the number of days determined in accordance with § 11. Requested points are reserved until a decision is made.
2. The President of the Management Board confirms the use of points after agreeing on the date and the instructor, or rejects the request, in particular for the reasons referred to in § 10(3) and (4). Rejection of the request releases the reserved points.
3. A volunteer uses points only for their own training (§ 8(6)).
4. The use of points, indicating the training and the date of confirmation, is visible in the panel to the volunteer.
5. Points used are not refundable. If the training does not take place for reasons attributable to the Foundation, the President of the Management Board restores the points.

§ 13

1. The volunteer bears the costs of:
 1. training materials and certification required by the training agency;
 2. entry to the swimming pool, dive centre or other body of water;
 3. renting missing equipment, cylinder fills and gases;
 4. travel, accommodation and medical examinations.
2. The Foundation may, where possible, lend the volunteer its own equipment for the duration of the training, provided that it has such equipment and the equipment is not being used for another statutory purpose at that time. The volunteer is liable for the lent equipment on general terms.

§ 14

1. Members of the Foundation's bodies, the Founders and their close persons within the meaning of § 8(1) of the statute may be volunteers and receive points only on terms identical to those of other volunteers (§ 8(2) and (3) of the statute).
2. Decisions on points and training of the President of the Management Board or their close persons are made by the Foundation Council.
3. Training funded with points may not be provided for a fee by an entity in which the persons referred to in paragraph 1 participate.

Chapter VI. Final provisions

§ 15

1. Personal data of candidates and volunteers are processed in accordance with the Foundation's personal data protection policy; the information notice is provided in the application form.
2. Amendments to these Rules are made by the President of the Management Board; an amendment to § 5 requires the consent of the Foundation Council, which decides appeals under § 13(8) of the statute. Points awarded before an amendment remain valid.
3. These Rules enter into force on the date of their adoption and are published on the Foundation's website.

Signatures

The Rules were adopted by decision of the President of the Management Board No. [NUMBER] of

President of the Management Board: Bartłomiej Bartnicki