

Legal nature of the contract with the volunteer in Russia and Germany

Naturaleza jurídica del contrato con los voluntarios en Rusia y Alemania

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ABSTRACT

The purpose of this article is to study the legal nature of the contract with a volunteer in Russia and the agreement with a volunteer in Germany. In contrast to the Russian legislation, the German legislator distinguishes between “voluntary servant” and “volunteer”, understanding the latter as “intern”. The relations between the volunteer and the organizer in the Federal Republic of Germany are always fixed by a multi-sectoral complex agreement. In the Russian Federation, the relations between a volunteer and an organization are formalized by a civil law or a complex agreement on volunteer activity (mono- or multi-sectoral). The choice in favor of the latter is conditioned, among other things, by the high qualification of the volunteer’s (voluntary servant) assistance.

Key words: Legal nature, agreement on voluntary (voluntary servant) activity, agreement on voluntary service, civil law agreement, complex agreement

RESUMEN

El propósito de este artículo es estudiar la naturaleza legal del contrato con un voluntario en Rusia y el acuerdo con un voluntario en Alemania. A diferencia de la legislación rusa, el legislador alemán distingue entre «servidor voluntario» y «voluntario», entendiéndolo a este último como «interno». Las relaciones entre el voluntario y el organizador en la República Federal de Alemania siempre se fijan mediante un acuerdo complejo multisectorial. En la Federación de Rusia, las relaciones entre un voluntario y una organización están formalizadas por una ley civil o un acuerdo complejo sobre la actividad voluntaria (mono o multisectorial). La elección a favor de este último está condicionada, entre otras cosas, por la alta calificación de la asistencia del voluntario (servidor voluntario).

Palabras clave: naturaleza jurídica, acuerdo sobre actividad voluntaria (servidor voluntario), acuerdo sobre servicio voluntario, acuerdo de derecho civil, acuerdo complejo

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INTRODUCTION

The Russian Federation is in the process of establishing legislation on volunteering. Of course, it is impossible to say that as long as there was no legal regulation, there was no such phenomenon in Russian society. Thus, until 1917, gratuitous aid and labor in monasteries occupied a central place and were a Russian tradition. Russian tsars and emperors were also actively involved in charity and volunteering: hospitals, almshouses, various shelters were created on their behalf and on their behalf. In the Soviet period, the so-called “subbotniks” became widespread. At the same time, neither in the pre-revolutionary nor in the Soviet period volunteerism did not enjoy the attention of the legislator, and therefore had no individual form of fixation. It is only in the modern period, after the adoption of the Constitution of the Russian Federation and the updating of the entire legislation, that the terms “volunteer” and “volunteer” appear scattered throughout many federal and regional legal acts. But it took a long time before volunteering in the Russian Federation “won back” its place in 2018, having been legally enshrined in the law on charity. Federal Law No. 135 has become the main source of regulation of volunteer relations in Russia, although special norms have been preserved in the legislation on physical culture and sports, freedom of conscience and religious associations, cultural heritage sites, etc.

The first fragmented references to voluntary service by the German legislator date back to the 1960s and are related to the so-called “free social year” (Freies Soziales Jahr) and later “free ecological year” (Freies Ökologisches Jahr). Accordingly, the legal regulation of voluntary relations in the Federal Republic of Germany allows us to identify certain stages of development: everything started with youth volunteering and was spread in certain areas. The current stage of the development of legal regulation of volunteerism in Germany is characterized by the expansion of the number of areas in which it is possible to carry out activities aimed at the common good; volunteering has ceased to be a purely youthful activity; the terms of the implementation of volunteer activities have become more flexible (more or less than one year); finally, volunteerism takes on a transboundary character (Jakob, 2002; Stemmer, 2009).

Thus, the similarities and differences in the legal regulation of volunteerism in Russia and Germany provide a fertile basis for research.

DEVELOPMENT

Objective and tasks. The purpose of this article is to study the legal nature of the contract with a volunteer in Russia and the agreement with a volunteer in Germany. This objective is implemented through the following tasks: 1) revealing of a parity of concepts “volunteer” and “volunteer” in the Russian and German legislation; 2) an establishment of the form and the maintenance of the contract on voluntary (voluntary) activity; 3) an establishment of the form and the maintenance of the agreement on voluntary service; 4) the comparatively legal analysis of the legal nature of the contract on voluntary (voluntary) activity and the agreement on voluntary service.

It should be noted that the establishment of the legal nature of the agreement on voluntary (volunteer) activities in the Russian context is of a theoretical and practical nature and seems to be more valuable than in Germany, where the establishment of the legal nature of the agreement with the volunteer will be more of a theoretical nature. In Russia, the regulation of the agreement is more dispositive and fragmented, which does not exclude the problems of its mixing with the employment agreement, resulting in the negative consequences of re-characterization of the agreement.

Methods

The key method used in this article is the comparative legal method, since the study of the legal nature of the contract with a volunteer in Russia and Germany is impossible without comparative jurisprudence: only this method opens up a broader perspective and reveals defective and/or missing norms of legal regulation. Checking and justification of the author's position on the subject of this article has led to the need to refer to the analysis of regulatory sources, respectively, an important place in the study is occupied by the regulatory-dogmatic method. Due to the fact that the significant aspects of this article are the consideration of the content of the contract with a volunteer in terms of borrowing from other areas of law and the development of recommendations for the reform of Russian law, the study involved the method of legal modeling. When writing this article at the stage of systematization of the material on the legal regulation of the contract with a volunteer in Russia and Germany, a descriptive method was widely used, which made it possible to identify the most relevant information by disclosing this regulation. Later, the selected data were processed by using logical methods (deduction, induction, analysis, synthesis). Different approaches to the volunteer contract that take place in the countries under consideration, as well as the search for optimal legal regulation, which excludes, on the one hand, “underregulation”, but also “overregulation” of the contract with the volunteer, on the other hand, predetermined the need for the application of heuristic method. Axiological method turned out to be in demand for understanding the place and role of volunteerism (volunteering) in the countries under consideration. The method of functional analysis was used to systematize the advantages and disadvantages of approaches to the legal nature and regulatory regulation of the contract with a volunteer in these countries. Due to the need to work with foreign-language literature, as well as the description and explanation of foreign terms, the linguistic method was used to a sufficient extent. Insignificantly, the historical and legal method was used to substantiate certain theses in the work, in particular, etymological digressions were made with its help.

In the Russian Federation, due to changes introduced by Federal Law No. 15-FZ of 5 February 2018, the concepts of “volunteer” and “volunteer”, as well as their derivatives, are recognized as absolute synonyms, although until recently,

the legislator used the term “volunteer” in the regulations in the field of sports, and “volunteer” - in all other cases without explanation of his position. At the same time, historically the volunteer is a French loan (*volontaire*) in the Petrovska epoch (1706) with Latin roots (*voluntarius*), while the volunteer is its Russian equivalent, both of which were originally used in the military sphere (Etymological..., 1968).

In accordance with paragraph 4 of Art. 17.1 of the Federal Law 135-FZ of August 11, 1995 (as amended on December 18, 2018) “On Charitable Activities and Volunteering” (Collection of Legislation of the Russian Federation, 1995. 33. Art. 3340) between a volunteer (volunteer), on the one hand, and the recipient, on the other hand, can be concluded a civil law contract, the subject of which is the free performance of works and / or services for public benefit.

The list of the latter is specified, but not exhausted by the provisions of the Paragraph 2 of this Law. For example: social support and protection of citizens; preparation of the population for overcoming various natural disasters and catastrophes; provision of assistance to victims of natural disasters; promotion of peace, friendship and harmony between peoples; promoting the prestige and role of the family in society; promoting the protection of motherhood, childhood and paternity; promoting activities in the fields of education, science, culture, art, enlightenment, and spiritual development of the individual; promoting activities in the field of prevention and protection of the health of citizens, as well as the promotion of healthy lifestyles; promoting activities in the field of physical education and sport (except for professional sports); protecting the environment and animal welfare; protecting and proper maintaining of buildings, areas of historical, religious, cultural or environmental significance, and burial sites

The parties to the agreement on voluntary (volunteer) activity are a volunteer and a beneficiary. It follows from the general provisions of the legislation that the first may be natural persons, including foreigners and stateless persons. The beneficiaries are non-profit organizations, the Russian Federation, constituent entities of the Russian Federation and municipalities. At the same time, the Russian legislator is extremely avaricious in terms of regulatory regulation: the contract is not named (except for the contract with religious organizations), among the essential conditions mentioned only its subject matter. Paragraph 6 of Article 17.1 of the Law No. 135 gives an open list of other conditions that may be included in the contract with a volunteer (volunteer).

As for the form of a civil law agreement with a volunteer, the current Russian legislation is of a reference nature: it is subject to application by default to Article 161 of the Civil Code of the Russian Federation (Collection of Legislation of the Russian Federation, 1994. 32. Art. 3301). However, it is appropriate to make a small comment here. The Russian doctrine and the previous legislation name the factors influencing the choice of the written form of the agreement on voluntary (voluntary) activity: repeatability, regularity within a certain period of time; organized nature of the activity; reimbursement of expenses, payment for personal protection means (item 3 of the article 7.1 of the federal law “About charitable activity and charitable organizations” dated August 11, 1995 135-FZ (in the edition dated May 5, 2014); M.N. Maleina, A.V. Trokhina) (Maleina, 2017; Trokhina, 2012).

The choice of the written form of the agreement on voluntary (volunteer) activity may also be conditioned by other factors: 1) Presentation of professional requirements to the volunteer (volunteer), which consist in the availability of special training and/or knowledge; for example, in the implementation of rehabilitation assistance to drug addicts, it is justified that the volunteer (volunteer) has documents on medical education, and when working with children - the documents specified in Art. 65, 331 of the Labour Code of the Russian Federation (Collection of Legislation of the Russian Federation, 2002. 1 (. 1). Art. 3), which entails signing an agreement with the inclusion of these requirements in the text of the agreement; 2) citizenship of the volunteer: if the volunteer is a foreign citizen or a stateless person, the latter cannot be involved without the agreement in writing, because in this situation there are other formalities associated with obtaining permits to stay on the territory of the Russian Federation; 3) specification of the functions and/or behavior of the volunteer (volunteer): if the organizer intends to organize a volunteer

Current research of Russian scientists on the legal nature of the agreement on voluntary (volunteer) activities demonstrates the potential options for categorization: attributing this agreement to labor, civil or complex contracts. Thus, according to the authors of the textbook “Fundamentals of volunteer activity”, E.G. Chumak, E.R. Komleva, M.I. Ponomareva, “a volunteer agreement is an agreement between an employee and an organization, under which an employee voluntarily and free of charge undertakes to perform work in a certain profession or position, with subordination to the internal work schedule, and the organization undertakes to provide working conditions similar to those provided for by the labor legislation, collective agreement, and agreement of the parties.

At the same time, the most common option, which is shared by both domestic doctrine and lawmakers, is to refer volunteer activities to the sphere of regulation by civil legislation (Grischenko, 2014; Ermolaeva, 2006; Zhavoronkov, 2004; Nadolinskaya, 2015; Sobolevskaya, 2011; Tolmasova, 2009; Trokhina, 2012; Hajarova, 2016; Chernykh, 2011; article 17.1 of the federal law “On charitable activities and volunteering” (as amended on December 18, 2018), etc. At the same time, M.N. Maleina believes that the agreement on voluntary (volunteer) activities by nature is a civil law agreement on the provision of services or performance of works or a comprehensive agreement (Maleina, 2017). I.A. Varpaeva also supports the latter point of view (Varpaeva, 2011).

In contrast to Russian law, the German legislator distinguishes between “volunteer” (Freiwillige/r) and “volunteer” (Volontär), “voluntary service agreement”. (Vereinbarung für den Bundesfreiwilligendienst) and the “Volontariatsvertrag” (Volontariatsvertrag), differentiating them by the following directions. Firstly, the agreement on volunteering and the agreement on voluntary service have different sources of consolidation and, consequently, the legal nature. The only mention of a voluntary agreement in German law can be found in §26 of the Vocational Training Act of 23 March 2005, which assumes that employed persons seeking to acquire professional knowledge and skills may not be in an employment relationship but in another contractual relationship. Secondly, based on the above, volunteer and voluntary activities have different goals (Bortloff, 2014): in the first case, private interests related to professional growth (for example, in journalism, museums) are pursued; in the second case, the goals are public in nature, which leads to a differentiation of legal regulation; the agreement on volunteering can be considered as a type of employment contract (Brockhaus-Enzyklopädie, 1994). Third, voluntary service regulated by the relevant legislation enjoys state support (Mobilität., 2010; Stemmer, 2009), while the volunteer service regulated by a private law contract does not have one. At the same time, the activity that unites the volunteer and the volunteer is free of charge or for a small compensation. Thus, a volunteer in the German legal field is understood as a person who carries out activities aimed at obtaining knowledge and skills in a certain profession free of charge or for a small compensation.

Similar to what is formally established in the Russian Federation under the agreement on voluntary (voluntary) activity, two laws currently act as regulators of relations in the Federal Republic of Germany: the Act on the Development of Youth Voluntary Service of 16 May 2008 (ed. of 20 December 2011) and “On voluntary service in the Federal Republic of Germany” of 28 April 2011 (ed. of 20 October 2015) (hereinafter - the Law).

The term “voluntary service” (Bundesfreiwilligendienst) used in the title of the law in contrast to the Russian term “voluntary activity” already indicates a different status of the mentioned relations in Germany. The importance of volunteer service in the Federal Republic of Germany is even more evident if we take into account the right of a person liable for military service to replace an alternative civilian service with a so-called “volunteer year”. (Freiwilliges Jahr) (§14c of the Civilian Alternative Service Act of 13 January 1960).

According to §8 of the Act, a written agreement must be concluded between the volunteer, i.e. a person who has reached the age of completion of basic general education, and the Federal Republic of Germany through the Federal Office for Family and Civil Society (Bundesamt für Familie und zivilgesellschaftliche Aufgaben) before starting voluntary service (Das Bundesfreiwilligendienst., 2019). The essential conditions of a voluntary service agreement are: subject, term, place of voluntary service, type and amount of financial compensation, number of days off and school days.

The subject matter of the agreement on voluntary service is the voluntary activity on a gratuitous basis to achieve public benefit in child and youth welfare institutions, including institutions for additional education of young people, in social institutions, health care, assistance to elderly people, disabled people, in the field of culture and protection of monuments, sports, integration, protection of the population, assistance to victims of natural disasters, in the field of ecology, environmental protection (§3 of the Act).

The Act declares that voluntary service in the Federal Republic of Germany is “employment-neutral” (Arbeitsmarktneutralität), which means that voluntary service does not replace the employee’s work functions, but is of an auxiliary, additional nature; “employment-neutral” always occurs if the involvement of volunteers does not lead to a reduction in the number of new employees or a reduction in the number of existing employees in the organization. An understanding of volunteerism in the Federal Republic of Germany is facilitated by, for example, the “Minimum standards for employment-neutral internal volunteering” of the German Red Cross of 2016 (Betz, 2017).

The agreement is of an urgent nature: as a general rule, voluntary service is carried out on a full-time basis for a total duration of 6 to 18 months (in exceptional cases - up to 24 months) (§3 of the Act).

The place of voluntary service, as well as the condition of the number of days off and school days, should be considered as the conditions related to the employment contract and giving the agreement on voluntary service the character of a comprehensive contract. The place of performance of voluntary service may be institutions and organizations where the achievement of public benefit is permitted.

According to the Act, the agreement on voluntary service shall include a provision on the type and amount of monetary compensation, including pocket expenses or their compensation, free accommodation or compensation for rent, provision of office (working) clothing and its cleaning. As of 2019, the maximum amount of pocket expenses in the Federal Republic of Germany is 402 euros per month, the specific amount is set in the agreement.

The number of days off and school days must also be specified in the agreement on voluntary service. For example, adult volunteers are entitled to a leave of absence of 24 working days after 12 months of service. When assessing the provision of the Law on the condition of the number of study days, it should be noted that the Law requires volunteers to be prepared for lifelong learning (§1) and regulates the study time during the period of service: 12 months of voluntary service should be 25 study days, while the period of voluntary service should be increased by 1 month and the number of study days should be increased by one day (§4).

Results

Since February 2018, Russian legislation has enshrined the equality of the concepts of “volunteer” and “volunteer”, which is why the names of the Law 135, the contract is duplicated by the terms. In Germany, the concepts of “volunteer” and “volunteer” are correlated, but the second contains an additional meaning of “trainee” (Köbler, 1995).

In the Federal Republic of Germany volunteer activity is endowed with the status of a service and is interchangeable with an alternative civil service; the relations between the volunteer and the organizer are always fixed by a multi-sectoral complex agreement. In the Russian Federation, the relations between a volunteer and an organization are formalized by a civil law or a complex agreement on volunteer activity (mono- or multi-sectoral). The choice in favor of a multi-sectoral complex agreement is conditioned, among other things, by the high qualification of the volunteer (volunteer) assistance; by analogy with the labor legislation, a written form of the agreement is obligatory here.

Different approach to the legal regulation of voluntary work in Russia and Germany is conditioned by different conditions of development of public initiatives in the countries under consideration.

Discussion

With regard to the Russian contract with the volunteer (volunteer) it is necessary to note the fairness of the definition of voluntary (volunteer) activity as a special system of labor relations (Varpaeva, 2011), which, however, does not prevent the recognition of the civil law nature of the contract concluded with the volunteer (volunteer), because the constitutional feature of the labor contract (the condition of payment of wages) is absent here, and this in turn individualizes the contract on voluntary (volunteer) activity. Other features of the employment contract, such as: the condition of subordination, subordination to the rules of internal labor regulations, the place of performance of work (provision of services), etc., play a less important role in the qualification of contractual relations, because in some cases these conditions may be included in the contract on voluntary (volunteer) activity and apply to a volunteer (volunteer).

Further, it is necessary to agree with the authors, whose position is based on the approval of the complex nature of the agreement on voluntary (voluntary) activity, because, first of all, it is named by the legislator (Ogorodov, Chelyshev, 2008). (Art. 15 Model Law on Volunteering of the Interparliamentary Assembly of the Commonwealth of Independent States of April 16, 2015, No. 42-15, art. 18 of the Federal Law “On Freedom of Conscience and Religious Associations” of September 26, 1997 (as amended on May 1, 2019) // Collection of Legislation of the Russian Federation. 1997. 39. Art. 4465) and, second, contains elements of different treaties.

At the same time, the complex nature of the agreement may be exhausted by elements of civil law contracts (subcontracting and/or compensatory provision of services, gifts, transfer of exclusive rights, etc.). - monoindustry complex agreement) or include elements of an employment agreement (multi-industry complex agreement). And here it is possible to deduce the following pattern: the more qualified is the assistance of a volunteer (volunteer), the greater is the need to use the model of a multi-sectoral complex agreement. At the same time, with the increasing qualification of the volunteer (volunteer) there is a risk of crossing the border between volunteering and work, which can be regarded as a scheme of tax evasion by regulatory authorities.

The central place in the study of the legal nature of the agreement on voluntary (voluntary) activities is occupied by the issue of the volume of incorporation of labor law norms in the civil law agreement. It is thought that it is necessary to proceed from the closed list of issues that may be transferred from the labour law to the agreement on voluntary (voluntary) activity; these issues should be fixed in the law. As an example, we can cite the norms of the Labor Code of the Russian Federation, which are important for the agreement on voluntary (voluntary) activity: restrictions related to employment in certain areas; provisions that take into account the specifics of regulation of the labor of foreign citizens and stateless persons; provisions on the protection of personal data; provisions on the types of non-material incentives for volunteers; provisions on labor protection; provisions on the rules of internal labor regulations (with qualified assistance In addition, an obvious consequence of the recognition of the complex nature (by type of multi-sectoral) of the agreement on voluntary (voluntary) activity is the requirement to conclude the agreement in writing (Article 67 of the Labor Code of the Russian Federation).

Research of the legal nature of the agreement on voluntary service in Germany leads to the conclusion about its complex nature: the sign of gratuitous nature classifies the agreement into the category of civil-legal, however the presence of the public subject as the party, the name “service”, interchangeability of alternative civil service and volunteering signal the presence of administrative-legal regulation. At the same time, the Law itself obliges the agreement on voluntary service to apply the norms of labor legislation in a subsidiary or analogous manner (§9, 11, 13).

The consequences of this position of the legislator is, among other things, not yet accepted by all scientists, but still logically arising possibility vs. the need to establish quality management, certification of volunteers and volunteer activities, although this is not easy to implement in practice, because the individual nature of volunteer

service makes it impossible to have a unified system of examination of a volunteer (Mobilität., 2010). Thus, it is possible to assert that in the German legal order volunteer activity is realized by means of a multi-sectoral complex contract (Ogorodov, Chelyshev, 2008). Wide representation of public-law norms makes the agreement, as it seems, less mobile, on the other hand, a significant advantage is, among other things, the possibility of setting off a constitutional obligation (for citizens).

The two models of regulation of voluntary relations through the treaties and agreements presented above are based on different ideas. Russian law considers volunteer activity, as well as German law, as an element of civil society, but which is private in nature, it is a private initiative of citizens. This explains the possibility of using the construction of a “pure” civil law contract, concluded in an oral form, which is partly reminiscent of a liberal model of legal regulation of agreements with volunteers in Anglo-Saxon law countries. It should also be noted that the legal regulation of volunteerism in Russia is traditionally associated with the ideas of aid and Christian virtues, so that even the Law 135 has a double object of regulation: charity and volunteerism (volunteering).

But even if the status of volunteer activity in Russia is modest compared to that in the Federal Republic of Germany, it is still necessary to avoid the confrontation between the employment contract and the agreement on volunteer activity - this problem can be solved by lawmakers. At the same time, we would like to draw your attention to one more nuance: it seems necessary to enshrine in Article 19.1 of the Labour Code of the Russian Federation a provision on the impossibility of recharacterization of the agreement on voluntary (volunteer) activity by the court on the initiative of supervisory authorities. At the same time, the only subject with the right to appeal to the court with such a demand would be correct to prescribe a volunteer (volunteer), based on voluntariness and free expression of will - the principles of voluntary (volunteer) activity.

German law elevates volunteer activity to the rank of service (alternative to civil service) and scrupulously fixes all the issues of volunteer service in the Law, establishing as a priority the responsibility of the volunteer, the social significance of volunteer activity. And if it is a question of service, the norms of administrative and labor legislation, which allow not only to burden the volunteer, but also to protect him, are very justified in the agreement with the volunteer. As for the social conditions for the development of volunteer initiatives, which are the basis of the German law, we can talk about the following three: 1) development and promotion of non-formal education (as mentioned above, the pedagogical component - a mandatory component of voluntary service); 2) abolition of compulsory military service; 3) reduction of unemployment among young people (Schwärzel, 2017).

CONCLUSION

On the basis of the conducted research it is possible to see that voluntary relations can be formed by means of the agreement on voluntary (voluntary) activity in the Russian Federation or the agreement on voluntary service in the Federal Republic of Germany. As it follows from the name of the agreement, in Russia the legislator solved the long-standing question of the relationship between the concepts of “volunteer” and “volunteer” in favor of their equal volume, while in Germany the concept of “volunteer” in the legal sphere is applied to the “practitioner”.

A contract for voluntary activity is concluded either orally or in writing. The parties to this agreement are the volunteer and the beneficiary. The first may be individuals, including foreigners and stateless persons. The beneficiaries are non-profit organizations, the Russian Federation, constituent entities of the Russian Federation and municipalities. The essential condition of the agreement on voluntary (volunteer) activity is that the legislator names only the subject of the agreement. Other terms of the agreement, including those that may become essential, remain at the discretion of the parties. An agreement on volunteer activity can be built on the basis of a civil law or a complex agreement (mono- or multi-sectoral), which, among other things, is conditioned by the high qualification of the volunteer’s (volunteer’s) assistance. We suggested to include from the labor legislation in the civil law contract on voluntary (voluntary) activity if necessary: the restrictions connected with employment in certain spheres; the provisions taking into account features of regulation of work of foreign citizens and persons without citizenship; the provisions on protection of the personal data; the provisions on types of non-material stimulation of the volunteer (volunteer); the provisions on labor protection; the provisions on the rules of the internal labor schedule (in case of qualified assistance); the provisions on the rules of the internal labor schedule (in case of qualified assistance).

The agreement on voluntary service should be concluded before the beginning of voluntary service; the parties to the agreement are the volunteer, i.e. the person who has reached the age of completion of basic general education, and the Federal Republic of Germany represented by the Federal Office for Family and Civil Society. The essential conditions of a voluntary service agreement are: subject, term, place of voluntary service, type and amount of monetary compensation, number of days off and school days. The agreement on voluntary service is based on the type of a complex agreement, and in contrast to the Russian analogue in the German agreement there is a public-law regulation, which is conditioned, among other things, by the status of volunteer service - voluntary service, which opens up the possibility of credit of the constitutional obligation (for citizens).

Legislation on volunteering (volunteering) in the Russian Federation is developing slowly, which indicates the interest of the legislator in this area.

Thus, the Decree of the Government of the Russian Federation “On a single information system in the field of development of volunteerism (volunteering)” 1067 of August 17, 2019 was recently adopted. The document establishes a unified information system in the development of volunteerism (volunteering) in the Russian Federation, which is authorized to maintain the Federal Agency for Youth Affairs. Among the information that participants can provide on a voluntary basis, there are, for example, the following items: the number of hours spent on this activity, the types of activities carried out, the competence of volunteers (volunteers) and their experience. In addition, it is entirely new that volunteers will have e-books. As can be seen, the recent changes in Russian legislation are not generally antagonistic in comparison with the German experience: the need to take into account volunteer activities in a broad sense, namely: the number of hours of volunteer activity, experience and competencies of volunteers, the needs of volunteers (volunteers). The pedagogical component of complacency (volunteering) also acquires importance.

BIBLIOGRAPHIC REFERENCES.

- Betz, M. (2017). Sicherung und Einhaltung der Arbeitsmarktneutralität in den gesetzlich geregelten Inlandsfreiwilligendiensten (FSJ und BFD): Das Beispiel der DRK zeigt wie es gelingen kann. Newsletter für Engagement und Partizipation in Deutschland, 9, 6.
- Bortloff, J. (2014). Das Recht des wissenschaftlichen Volontariats an Museen. *Museumskunde*, 2, 47-55.
- Brockhaus-Enzyklopädie: in 24 Bänden. (1994). 23. Band. Mannheim: F.A. Brockhaus.
- Chernykh, K.V. (2011). Institute of Volunteering in Russia: Problems of Regulatory Regulation. *Vestnik Nizhny Novgorod Academy of the Ministry of Internal Affairs of Russia*, 1, 299-303.
- Das Bundesfreiwilligendienst: Hinweise von A bis Z. (2019). Available from: <http://www.bundesfreiwilligendienst.de/>
- Ermolaeva, E.V. (2006). Volunteer Labor, Russia. *Topical issues of accounting and taxation*, 3, 12-15.
- Etymological dictionary of the Russian language. (1968). V. 1. Issue. Moscow: Publishing House of the Moscow University.
- Fundamentals of volunteer activity: educational and methodical manual. (2016). E.G. Chumak, E.R. Komleva, M.I. Ponomareva (Eds.). Surgut: Budget Institution of Khanty-Mansiysk District - Yugra “Methodological Center for Social Service Development”.
- Grischenko, Y.I. (2014). Features of volunteer labor. *Non-profit organizations in Russia*, 4, 36-41.
- Hajarova, E.M. (2016). Legal basis of volunteer (voluntary) activity in the Russian Federation. *Issues on Russian and International Law*, 6(11a), 140-151.
- Jakob, G. (2002). Freiwilligendienste in der Bürgergesellschaft. *Politik und Zeitgeschichte*, 9, 22-29.
- Köbler, G. (1995). *Deutsches etymologisches Rechtswörterbuch*. Tübingen: Mohr. 483 p.
- Maleina, M.N. (2017). Legal nature, structure of relations and content of the agreement on volunteer activity. *Journal of Russian Law*, 8, 42-52.
- Mobilität junger Freiwilliger in Europa: Studie des EU-Ausschusses der Regionen. (2010). Available from: <https://cor.europa.eu/en/engage/studies/Documents/Mobility-of-young-volunteers-%20across-Europe/DE.pdf/> (Accessed on 20.08.2019).
- Nadolinskaya, O.S. (2015). Actual problems of legal regulation of volunteer activity in the Russian Federation. *Izvestia of Sochi State University*, 3(1), 37-41.
- Ogorodov, D.V., Chelyshev, M.Y. (2008). Design of a mixed contract in civil (private) law. *Transactions: problems of theory and practice*. Moscow: Statute, 310-355.
- Saliger, S. (2017). Qualität in Freiwilligendiensten. Newsletter für Engagement und Partizipation in Deutschland, 9, 6 p.
- Schwärzel, M. (2017). Freiwilligendienste im europäischen Vergleich: Ergebnisse einer Recherche des BBE-Arbeitsbereichs Europa. Newsletter für Engagement und Partizipation in Europa, 10, 11 p.
- Sobolevskaya, E.A. (2011). Use of the volunteer labor at the parish. *Prikladnaya, 3*, 28-31.
- Stemmer, P. (2009). *Freiwilligendienste in Deutschland: Eine Expertise zur aktuellen Landschaft der Inlands- und Auslandsfreiwilligendienste in Deutschland in Auftrag des Wissenschaftszentrums Berlin für Sozialforschung*. Berlin: Wissenschaftszentrum Berlin für Sozialforschung.
- Tolmasova, A. (2009). Legal aspects of volunteering. *Charity in Russia*, 1, 4-5.
- Trokhina, A.V. (2012). Problems of volunteer employment regulation in Russia (tax aspect). *Taxes and taxation*, 9-10, 49-54.
- Varpaeva, I.A. (2011). Volunteer work in non-profit organizations. *Accounting in budgetary and non-profit organizations*, 24, 12-17.
- Volksmann, U.E. (2013). Qualität sichtbar machen: Ergebnisqualität und Evaluationsinstrumente für Freiwilligendienste. *Voluntaris. Zeitschrift für Freiwilligendienste*, 2, 58-73.
- Zhavoronkov, R.N. (2004). Civil and legal regulation of volunteer and charitable activities in the Russian Federation. Thesis of Doctoral Dissertation. oscar.