



EDUCATING THE FUTURE

Volunteer Services to Educating The Future Australia Limited

Thank you for volunteering your services to **Educating The Future (ETF) Australia Limited**. As a not-for-profit organisation, we rely very much on the generosity of volunteers such as yourself who give their time and we are confident that you will add tremendous value to our organisation. It is important that all individuals who volunteer understand and adhere to the ETF mission statement to “empower members of impoverished communities to achieve an improved quality of life and capacity to achieve their potential”.

This agreement outlines the nature of your voluntary services with ETF and sets out important information about your role as a volunteer within ETF and certain obligations that you will have, given your status as a volunteer.

1. Relationship Between You and ETF

You have volunteered to provide your knowledge and services to ETF as set out in paragraph 2. You acknowledge that you are a volunteer and as such, you will not be entitled to receive remuneration and/or benefits that an employee may be entitled to receive.

You must not incur any liability on behalf of ETF or purport to enter into any contract which would be binding on ETF, without the express approval of ETF.

ETF values its volunteers and we will endeavor to provide you with

- a) A written role description so that the volunteer understands their role and the tasks the volunteer is authorised to perform;
- b) A full induction and training necessary for the volunteer to conduct the given role;
- c) A safe environment where all members can perform their role to the best of their ability;
- d) Appropriate Leadership structures, so that all volunteers have the opportunity to ask questions and get feedback; and
- e) Reimbursement for reasonable expenses incurred during the course of the volunteering given that receipts are kept and that the expense is approved by appropriate people in accordance with the Expense Policy.

ETF asks that in order to understand its mission and values, all volunteers must

- a) Understand and comply with all policies and procedures;
- b) Use any property given to you in your role for the purpose of the role and return all documents to the organisation when you conclude your volunteering with ETF;
- c) Comply with the law at all times; and

- d) Be open and honest in your dealings with us and let us know if we can improve the volunteer program and the support that you receive.

2. Voluntary Services

- a) Voluntary services

You have volunteered to provide services under the management, direction and supervision of ETF.

- b) Warranties

When providing your voluntary services to ETF, you must

- i) Conform to and comply with all reasonable directions and instructions given to you;
- ii) Comply with all applicable laws of both New South Wales and Australia;
- iii) Observe and comply with the provisions set out in any written policy, practice or procedure which applies to volunteers, as may be published by ETF;
- iv) Use your best endeavours to improve and promote the business of ETF and to protect and further the interests of ETF; and
- v) Protect the tangible and intangible property of ETF from damage and give notice immediately to ETF of any damage of such property.

3. Conflict of Interest

In addition to the general duties outlined in paragraph 2, you must not use your association with ETF to gain a profit or advantage for yourself or for the benefit of a third person which may be inconsistent with the best interests of ETF.

Any conflicts of interest that arise must be disclosed to the Managing Director or Non-Executive Director of ETF, who, in conjunction with the Board of Directors will make an impartial decision regarding what action must be taken.

4. Duty of Confidentiality

You acknowledge that you shall not during your time as a volunteer with ETF or at any time afterwards directly or indirectly disclose to any person any information of a confidential nature relating to the business or affairs of ETF which you may learn while volunteering with us. You shall not use such Confidential Information for your own purposes or for purposes other than those of ETF and as needed to perform your voluntary services.

For the purpose of this paragraph, Confidential Information relates to:

- a) The business, financial arrangements or position of ETF;
- b) Any of the dealings, transactions or affairs of the business of ETF; and
- c) Unpublished research or reports.

You may use or disclose any part of the Confidential Information that has been published. A breach of this term will constitute serious misconduct and a termination of your role as a volunteer within ETF.

5. Protection of Intellectual Property

Intellectual Property means all proprietary rights, including but not limited to; all ownership rights, copyright and the exclusive right to develop, make, use, sell, or otherwise benefit from any works, designs, information, discoveries, processes, concepts, strategies, plans or other form of knowledge.

a) Protection of Intellectual Property

During your time as a volunteer with ETF, you will have access to Intellectual Property belonging to ETF. To protect ETF's intellectual property, you agree:

- i) To irrevocably assign to ETF all Intellectual Property conceived, made or improved by you during the period in which you provide voluntary services to ETF;
- ii) That any document and materials created, or contributed to by you during the time of your volunteering belongs to ETF and can be used under the ETF brand;
- iii) That any such creation, conception or improvement of Intellectual Property by you shall be deemed to be a work made in the scope of, and during the course of, your voluntary services to ETF;
- iv) To comply with any request by ETF to execute any document or take any step necessary to transfer ownership of Intellectual Property to ETF; and
- v) During and after your engagement as a volunteer with ETF, not to use or disclose any Intellectual Property except as required to provide your voluntary services to ETF.

b) Moral Rights

You acknowledge and agree:

- i) That all rights in any Intellectual Property will be the exclusive property of ETF;
- ii) To promptly and fully disclose to ETF any Intellectual Property developed by you or known by you to have been developed by any other volunteer; and
- iii) To do all things necessary (including executing any documents) that may be required to perfect ETF title to Intellectual Property rights.

c) Covenants

You will not commit or omit any act or course of conduct, or use any documentation and allow or permit them to be used in any manner which may:

- i) Deceive or cause confusion amongst the public;
- ii) Bring the works of ETF into disrepute;
- iii) Jeopardise or dilute the exclusiveness of the works; or
- iv) Have an adverse effect on the goodwill in the Works.

6. Policies

As a volunteer of ETF, you must comply with the terms outlined in the ETF policies which contain specific directions, obligations and requirements. Any breach of these specific directions, obligations or requirements may result in disciplinary action, which may include termination of your role with ETF.

ETF may vary, change or eliminate existing policies as well as introduce new policies. All policies are available on a volunteer available ETF information source, which all volunteers have access to upon

their commencement at ETF. When you start volunteering with ETF, you must take immediate steps to familiarise yourself with all these policies, and any changes that may be made

7. Extent of Commitment

You commit to volunteer for a duration of at least six months, including:

- a) Attend at least 70% of team workshops (unless otherwise approved);
- b) Attend at least 70% of team meetings (unless otherwise approved); and
- c) Undertake an average of at least four hours of ETF work per week. It is recognised that this is an average, and there may be periods where other commitments prevent four hours of work in a particular week.

The specific duties a volunteer shall carry are outlined in the Role Description. Should the volunteer move into another volunteer position, they shall be given another Role Description for the new area.

All volunteers will have a three month trial period from the date of your commencement with ETF. The trial period is to ensure that you are happy with your duties and have the capability of meeting the requirements of the position. A review and evaluation of your performance will be conducted after three months and thereafter annually by a relevant person from the Leadership team.

8. Termination of this Agreement

- a) Termination of this Agreement
 - i) This Agreement may be terminated by either you or ETF. Termination will come into effect seven days after you provide written notice to ETF, or seven days after ETF provides written notice to you.
 - ii) ETF may terminate this agreement without notice in circumstances where in the opinion of ETF you have:
 - 1) Engaged in serious misconduct;
 - 2) Breached any of the terms in this volunteer agreement of ETF's policies or procedures;
 - 3) Engaged in conduct where it would be unreasonable for ETF to continue your volunteer role during the period of notice
- b) Survival of Volunteer's obligations
Paragraphs 4 and 5 survive the termination of this Agreement.

9. Miscellaneous

- a) This Agreement may be amended only in writing executed by both parties.
- b) This Agreement is governed by the laws of Australia, including its States and Territories. The parties submit to the exclusive jurisdiction of courts exercising jurisdiction there.
- c) All volunteers consent to ETF's Information Release Policy, which covers any photographs and video taken or information statements provided.



10. Acknowledgement

I acknowledge my status as a volunteer as set out in paragraphs 1 and 2 of this letter and agree to comply with the obligations set out in paragraphs 3 (Conflict of Interest), 4 (Duty of Confidentiality) and 5 (Protection of Intellectual Property) of this letter. I agree to meet my commitments, as set out in paragraph 6 (Extent of Commitment). By signing this document, I agree to adhere to all ETF policies and acknowledge that any breach in this document could result in a termination of my role with ETF.

Signature

Full Name

Date Signed