

**1 JANUARY 2021**

**TEAM THRIVE TRIBE**

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**THRIVE VOLUNTEER AGREEMENT V2.1**





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## **VOLUNTEER AGREEMENT**

This document is a legally binding contract between us, and it may be cancelled at any time by either us or you with due notice.

### **1. YOU ARE A VOLUNTEER**

Your position at THRIVE Project is a volunteer position. This means that, if you accept the role, you perform all duties on a voluntary basis and you will not receive remuneration or payment for your work, other than reasonable reimbursement of expenses (see below clause 9). Neither THRIVE Project or the volunteer intend any employment or contractual relationship to be created (ie. you are not an employee, independent contractor or consultant). If this changes at any time, and there is a possibility that you might undertake paid work for the organisation or be involved in vocational training, we will discuss this and document the arrangement in a formal employment contract, contract for services or other arrangement.

### **2. WHAT YOU CAN EXPECT WHEN VOLUNTEERING AT THRIVE PROJECT**

THRIVE Project values its volunteers and we will endeavour to provide you with:

- a written position description so you understand your role and the tasks you are authorised to perform;
- a full induction, orientation and any training necessary for the volunteer role;
- a safe environment in which to perform your role;
- respect for your privacy, including keeping your private information confidential;
- a supervisor, so that you have the opportunity to ask questions and get feedback (see clause 4);
- reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us (for further information see clause 9);
- you will be formally acknowledged for your contributions in THRIVE Project .

### **3. WHAT THRIVE PROJECT ASKS OF ITS VOLUNTEERS?**

We ask that you:

- support THRIVE Project aims and objectives;
- log your time and participate in all relevant induction and training programs;
- only undertake duties you are authorised to perform and always operate under the direction and supervision of nominated staff and obey reasonable directions and instructions;
- understand and comply with the organisation's policies and procedures including equal opportunity, health and safety, privacy and confidentiality policies;
- notify your supervisor or another member of staff of any health and safety issues or potentially hazardous situations that may pose a risk to you or others and report any accidents or incidents



relating to staff, volunteers, or the workplace;

- behave appropriately and courteously to all staff, clients and the public in the course of your role;
- use any property or equipment given to you in your role safely and only for purpose of the role and return it to the organisation when you finish your volunteer role;
- let us know if you wish to change the nature of your contribution (e.g. hours, role) to THRIVE Project;
- comply with the law at all times; and
- be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive.

#### **4. CONTACT PERSON**

Your contact person at THRIVE Project will be the Project Lead. If you have any questions or concerns about your role, your health and safety, or if there is any assistance you need to help you undertake your role, please contact the Project Lead as soon as possible.

#### **5. ROLE DESCRIPTION AND DETAILS**

Your designated role, time commitment, and roster are outlined below. It may be subject to variation as instructed by the Project Lead from time to time. It is important that you only perform the tasks in this role description and that you follow the instructions of the Project Lead and other THRIVE Project personnel. In some states there are laws that protect volunteers in community organisations from civil liability (i.e. legal action like a negligence claim) in specific circumstances. One of the key factors in ensuring you are protected is that you are performing voluntary community work that is directed or supervised by a community group. It is therefore important that you only perform the tasks in the role description and as instructed by the THRIVE Project Lead. To be covered by these laws it is also important that you are not affected by drugs or alcohol when you are volunteering. If you are unsure whether a particular task or work is authorised, please do not hesitate to talk to your contact person.

#### **6. THE HEALTH AND SAFETY OF YOU AND OTHERS**

At THRIVE Project, volunteer safety, and the safety of everyone who is involved in our organisation, is a priority. In some states, the Occupational Health and Safety Act 2004 (OHS Act) applies to volunteers as all organisations that engage workers on a paid basis or manage or control a workplace can owe OHS duties to everyone in the organisation (including volunteers). Also, there may be other legal actions (such as negligence claims) that mean we always need to consider work health and safety issues. Under the OHS Act and other laws, THRIVE Project has a duty of care to minimise risks to everyone affected by its conduct (including paid employees and volunteers). It also means that as a volunteer, you may have OHS duties too. These include:



- to take reasonable care for your own health and safety;
- to take reasonable care for the health and safety of others;
- to comply with any reasonable instruction by THRIVE Project;
- to let THRIVE Project know of any concerns you may have about safety and/or fitness; and
- to cooperate with any reasonable policies and procedures of THRIVE Project.

We will provide you with a full induction, safety equipment and role training when you commence with our organisation. Please do not hesitate to ask at any time if you have any health or safety concerns.

## **7. INDUCTION AND TRAINING REQUIRED BEFORE YOU START IN THE VOLUNTEER ROLE**

THRIVE Project is committed to providing suitable training in support of our health and safety, discrimination and privacy policies. For this reason, it is our policy that all volunteers undertake suitable induction and/or training prior to commencing their volunteer position.

## **8. INFORMATION WE REQUIRE BEFORE YOU CAN START IN THE VOLUNTEER ROLE**

Before you can commence the volunteer role, we need the following information: CV, copy of ID (passport, and/or driver's licence), proof that you are allowed to do volunteer work, and are over 18 years old. All background check information will be conducted in accordance with our 'Background Check' policy and our privacy policy.

## **9. VOLUNTEER EXPENSES AND OTHER BENEFITS**

As a volunteer, THRIVE Project will provide you with reimbursement for any reasonable out-of-pocket expenses that you incur when performing authorised tasks associated with your role. We do this to ensure that you are not financially disadvantaged as a result of your volunteer position with us. These payments are not remuneration or wages. You might need prior approval and will always need to produce receipts. We may sometimes provide you with other benefits as part of your volunteering role (examples include training, free food, accommodation, event entry, clothing or equipment). Where this occurs, it is on a gratuitous basis at the discretion of THRIVE Project and is not payment in lieu of salary.

## **10. INSURANCE**

You are responsible for your own insurance. Whilst THRIVE Project will endeavour to take good care of its volunteers; it will not be held responsible for their actions or if anything untoward may happen to them. In particular, you are responsible for:

- actions that are beyond the scope of your volunteer role, or that occur without appropriate authority or permission from us;
- criminal activity (including criminal charges arising out of driving incidents);
- dishonest or reckless activities.

You must report an incident as soon as it has occurred.



**11. INTELLECTUAL PROPERTY**

All volunteers at THRIVE Project agree to transfer all intellectual property rights and interests (including copyright) in any ideas or materials they create relating to their provision of voluntary services at THRIVE Project to THRIVE Project. Volunteers are taken to consent to THRIVE Project use of such creations in a manner reasonably contemplated by the voluntary services provided under this document. As a volunteer you also agree not to bring any claim for infringement of your moral rights in respect of that use.

**12. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Without the express written agreement of THRIVE Project and the Project Lead, volunteers agree to never disclose the existence, facts, terms, nor the substance of any negotiations, documents, data, information or tacit knowledge gained at THRIVE Project, to any person or entity; unless any such disclosure to supposed person of said information is required in the performance of his or her responsibilities, and deemed non-confidential.

**13. CANCELLATION OF AGREEMENT**

You must provide one month written due notice to THRIVE Project if you wish to terminate this agreement. Conversely, THRIVE Project may advise it no longer needs your services at any time. This can occur if you are in breach of any of the above clauses. Clause 11 and clause 12 will survive the termination of this agreement.

Please complete and sign below to acknowledge that you have read this Volunteer Agreement and have had an opportunity to ask and have all your questions answered.

Project Lead full name \_\_\_\_\_

Volunteer CV Attached  YES  NO

Project Lead signature \_\_\_\_\_

Volunteer ID Attached  YES  NO

Volunteer full name \_\_\_\_\_

Date \_\_\_\_\_

Volunteer signature \_\_\_\_\_

Role \_\_\_\_\_

Volunteer address \_\_\_\_\_

Term  6 months  12 months

\_\_\_\_\_

Time commitment (hours) \_\_\_\_\_ per week

Contact number \_\_\_\_\_

Roster \_\_\_\_\_

Email address \_\_\_\_\_

Next of kin \_\_\_\_\_

Date of birth \_\_\_\_\_

Contact number \_\_\_\_\_

**\*\* Note: Please that you must be 18 years of age or over to enter into an agreement. Please complete all entries.**