

1 MAY 2021

TEAM THRIVE TRIBE

THRIVE VOLUNTEER AGREEMENT V2.2





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1. VOLUNTEER AGREEMENT

This is an Agreement between: the volunteer listed in the Appendix (referred to in this document as ‘the volunteer’ or ‘you’) and THRIVE Project (sometimes referred to in this document as ‘we’). This Agreement is intended to be legally binding between us and it may be cancelled at any time by either us or you with due notice.

2. GOVERNING LAW OF THIS AGREEMENT

This agreement is intended to be as broad and inclusive as permitted by the laws of the state of Queensland and shall be governed by and interpreted in accordance with the laws of Queensland. In the event that any clause or provision of this agreement be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable

3. YOUR ENGAGEMENT AS A VOLUNTEER

Your engagement at THRIVE Project is as a volunteer. This means that in all aspects of your engagement, you will 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 11).

Neither THRIVE Project or the volunteer intend any employment or contractual relationship for paid work or services to be created (i.e. 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.

4. WHAT YOU CAN EXPECT WHEN VOLUNTEERING AT THRIVE PROJECT

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

- a written description of the nature of your engagement and the tasks you are authorised to perform;
- a full induction, orientation and any training necessary for your engagement as a volunteer;
- a safe environment in which to perform the tasks you are engaged for;
- 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 below clause 6);
- reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering (see below clause 11);
- you will be formally acknowledged for your contributions in THRIVE Project.

5. 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 engagement;
- use any property or equipment given to you in your role safely and only for purpose of the role and return it promptly to the organisation when you finish your engagement with us;
- 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.

6. CONTACT PERSON

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

7. DESCRIPTION AND DETAILS OF YOUR ENGAGEMENT

We ask that you only perform duties you are authorised to perform, always operate under the direction and supervision of THRIVE Project's staff and obey reasonable directions and instructions. This is particularly important for health, safety and insurance reasons (see below clause 8).

The nature of your engagement with us, time commitment, and roster are outlined below. It is important that you only perform the tasks outlined below and that you follow the instructions of the Project Lead and other THRIVE Project personnel.

If you are unsure whether a particular task or work is part of your engagement with us, or who you can and can't receive directions and instructions from, please don't hesitate to talk to your contact person.

8. THE HEALTH AND SAFETY OF YOU AND OTHERS

At THRIVE Project, volunteer health and safety, and the health and safety of everyone who is involved in our organisation, is a priority. THRIVE Project has safety obligations towards:

- you in your capacity as a volunteer at THRIVE Project, and
- the people that you interact with as a part of your engagement as a volunteer.

It is important to understand that you may be personally liable (that is legally or financially responsible) for any harm or damage caused to yourself or others if you act outside of the description of your engagement with us, outside of the instructions given to you or you are affected by drugs or alcohol when you are volunteering.

It's therefore important that you only perform the tasks in the description of your engagement with us, and that you follow the instructions of your contact person and THRIVE Project's staff.

In the state of Queensland, the Civil Liability Act 2003 (QLD) applies. Also, there may be other legal actions that apply (such as negligence claims) and it is paramount that we always consider workplace health and safety issues.

Under the Civil Liability Act 2003 (QLD) and other laws, THRIVE Project has a duty of care to minimise risks to everyone affected by its conduct (including paid employees and volunteers).

As a volunteer, you may also have duties under the Civil Liability Act, which include:

- taking reasonable care for your own health and safety;
- taking reasonable care for the health and safety of others;
- complying with any reasonable instruction given by THRIVE Project;
- promptly informing THRIVE Project of any concerns you may have about safety or fitness in performing its role; and
- cooperating with any reasonable policies and procedures of THRIVE Project.

We will provide you with a full induction, safety equipment and training when you commence as a volunteer with our organisation. However, please do not hesitate to talk to your contact person at any time if you have any health and safety concerns.

9. INDUCTION AND TRAINING REQUIRED BEFORE YOU ARE ENGAGED AS A VOLUNTEER

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 as a volunteer.

10. INFORMATION WE REQUIRE BEFORE YOU CAN BE ENGAGED AS A VOLUNTEER

Before you can be engaged as a volunteer, 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.

11. 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 engagement as a volunteer. We do this to ensure that you are not financially disadvantaged as a result of your engagement 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 work as a volunteer (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.

12. INSURANCE

You are responsible for your own insurance. Whilst THRIVE Project will endeavor 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 relation to:

- actions that are beyond the scope of their engagement as a volunteer, 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.

13. INTELLECTUAL PROPERTY

If you create any materials while you are engaged with us as a volunteer, you agree that:

- any rights (including copyright and other intellectual property rights) in those materials will be owned by us, and that this Deed assigns any rights that you have in those materials (either now or in the future) to us; and

- we can use those materials in any way that we need, and that our use will not infringe any moral rights that you have in those materials.

Your moral rights are the rights you have to be acknowledged as the author of the work, not to have authorship attributed to anyone else and integrity of authorship. You agree that:

- we can do anything (or omit to do anything) that might infringe your moral rights, including not acknowledging your authorship of the material, modifying editing or updating the materials, or incorporating all or part of the materials into other documents or materials;
- your consent extends to acts and omissions other parties acting on our behalf or with our authorisation, including our licensees and successors in title;
- you will not bring any claims against us, our licensees, successors in title or any other person or organisation acting as a result of anything we do (or omit to do); and
- your consent is a genuine consent and has not been induced by duress or any false or misleading statement.

14. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

As a result of your role as a volunteer with us you may be given access to confidential information. The term 'confidential information' includes any information about us and our business, services and clients which is:

- marked confidential, or that we tell you is confidential; or
- by its nature, is confidential or proprietary to us.

Information will not be confidential if:

- it is or becomes public (except if that results from a breach of this Deed or any other obligation of confidentiality that you owe to us);
- you know (and can demonstrate) that you knew this information before you received it from us; or
- you receive it from someone else who is entitled to give it to you.

You must only use our confidential information to perform your role as a volunteer with us, and you must not disclose it outside our organisation (unless we ask you to). You agree that the confidential information belongs to us.

You must return all material containing our confidential information to us promptly if we ask you to, or when your role with us ends.



15. CONSENT TO USE PHOTOGRAPHS AND IMAGES

You agree that THRIVE Project may take photographs and video footage of you carrying out your volunteer work and use it for the purposes of marketing and promotion of TRIVE Project and its goods or services. This may include printed and digital marketing, including the use of your image on social media platforms.

16. 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 13 and clause 14 will survive the termination of this agreement.

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

APPENDIX – DESCRIPTION OF ENGAGEMENT AND CONCORDANCE

The parties below hereby agree to the THRIVE Volunteer Agreement v2.2 with particulars as follows:

Volunteer CV Attached YES NO

Volunteer ID Attached YES NO

Volunteer address _____

Role _____

Term 6 months 12 months

Time commitment (hours) _____ per week

Contact number _____

Availability _____

Email address _____

Next of kin _____

Date of birth _____

Contact number _____

Signed sealed and delivered by

Volunteer's full name (please print)

In the presence of:

Witness' signature

Volunteer's signature

Witness' full name (please print)

Date of signature

Signed sealed and delivered for and on
behalf of THRIVE Project ABN 99 070 394 491

By its duly authorised representative in the
presence of:

Witness' signature

Authorised representative's signature

Witness' full name (please print)

Authorised representative's full name (please print)

Date of signature

**** Note: Complete electronically and return together with a government-issued photo identification and your latest CV via email to volunteer@strive2thrive.earth. Be sure you provide us with at least two referees with contact details. We reserve the right to check references at any time. Note that you must be 18 years of age or over to enter into an agreement. Please complete all entries and attach the three documents individually to the email.**