



## **MEMBER and SUBCOMITTEE VOLUNTEER AGREEMENT**

Between

Kytherian Association of Australia (**KAA**)

and

All KAA Members and all Members of the KAA's Subcommittees (**The Volunteer**)

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### **Background**

The Kytherian Association of Australia has relied on the support of volunteers. Since 1922, volunteers have performed governance roles and helped organise and deliver a number of initiatives and events for the KAA. In order to be consistent with modern governance standards and provide clarity on the roles, rights and obligations of our volunteers, this an agreement that applies to all members and nonmembers who volunteer to provide services to the KAA.

**By applying and agreeing to be a member of the KAA or a member of any KAA subcommittee (if you are not a KAA member) or perform any volunteer task within the auspices of the KAA, you, the Volunteer, agree to be bound by this agreement when you volunteer to provide services.**

This means that the volunteer (**the Volunteer**) agrees to perform all tasks assigned on a voluntary basis, of the Volunteer's own free will, and the Volunteer will not receive remuneration, intellectual property or any other ownership rights for any work that is undertaken under this Agreement.

The Volunteer understands and affirms that this Agreement is not intended to create an employment relationship between the Volunteer and the KAA either now or any time in the future. Accordingly, the Volunteer agrees that they are not an employee of the KAA and the Volunteer is not entitled to remuneration or any other entitlements associated with employment.

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**THE KAA AND THE VOLUNTEER AGREE THAT:**

**1. THE VOLUNTEER CAN EXPECT**

- 1.1 The KAA values its Volunteers and endeavours to provide the Volunteer with:
- (a) a full induction, orientation and any training necessary for the Volunteer's role;
  - (b) a safe environment to perform the Volunteer's role;
  - (c) the provision of suitable tools and equipment by the KAA for the Volunteer's role;
  - (d) a KAA contact, so that the Volunteer has the opportunity to ask questions and receive feedback and support;
  - (e) reimbursement for the Volunteer's reasonable expenses associated with the Volunteer's role so that the Volunteer is not financially disadvantaged as a result of completing the volunteer program at the KAA, and
  - (f) insurance to cover the tasks undertaken by the Volunteer under this Agreement.

**2. THE KAA EXPECTS**

- 2.1 The KAA requests that the Volunteer:
- (a) supports the KAA's with its aims and objectives
  - (b) participates in all relevant induction and training
  - (c) understands and complies with the KAA's policies and procedures
  - (d) behaves appropriately and courteously to KAA staff, officers, members, and the public, with whom the Volunteer interacts with in the course of the Volunteer's role
  - (e) uses any KAA property or equipment provided to the Volunteer for the purpose of the task designated to the Volunteer and return these to the Organisation when this Agreement is ended by the parties and
  - (f) is honest in the Volunteer's dealings with the KAA.

**3. CONFIDENTIALITY**

- 3.1 The Volunteer acknowledges that during the course of their engagement under this Agreement that the Volunteer will have access to Confidential Information.
- 3.2 The Volunteer agrees that not at any time during (except in the proper course of carrying out the Volunteer's role) or after this Agreement has ended, whether directly or indirectly disclose to a third party or make use of any Confidential Information.
- 3.3 For the purposes of this Agreement, Confidential Information is defined as all the information including trade secrets, Intellectual Property, marketing and business plans, member and supplier lists, computer software applications and programs, business contacts, finance, data concerning the KAA or any of its related entities or any the KAA's, finances, operating margins and transactions and any materials provided to the Volunteer by the KAA, but does not include information in the public domain other than through a breach of an obligation of confidentiality.

**4. OWNERSHIP OF ANY WORK RESTS WITH THE KAA**

4.1 The Volunteer acknowledges that he or she does not have any intellectual property or any other ownership rights for any work performed during the course of their engagement with the organisation in the past, present or future.

**5. VARIATION**

This Agreement applies to all the Organisation's members and subcommittee members and any variation must be made in writing and signed by both parties to this Agreement.