



## MEMBER and SUBCOMMITTEE VOLUNTEER AGREEMENT

Between

Kytherian Association of Australia (**KAA**)

and

All KAA members and all members of the KAA's subcommittees (**The Volunteer**)

---

### Background

- A. KAA relies 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, the terms of this Member and Subcommittee Volunteer Agreement (**Agreement**) apply to all members and non-members who volunteer to provide services to the KAA.
- B. 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 in providing any services to or for KAA as a volunteer, **you, the Volunteer, agree to be bound by this Agreement.**
- C. This means that as a Volunteer, you agree that all tasks assigned to you will be performed on a voluntary basis, of your own free will, and that you will not receive remuneration, or own any intellectual property or any other proprietary rights in anything arising from any voluntary work that you perform.
- D. You understand and affirm that this Agreement is not intended to create an employment relationship between you and the KAA either now or any time in the future. Accordingly, you agree that you are not an employee of the KAA and you are not entitled to remuneration or any other entitlements associated with employment.

---

### THE KAA AND THE VOLUNTEER AGREE THAT:

#### 1. WHAT 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 performing the Volunteer's role, and

- (f) insurance to cover the tasks undertaken by the Volunteer under this Agreement.

## 2. WHAT THE KAA EXPECTS

- 2.1 The KAA requests and expects that the Volunteer:
  - (a) supports the KAA's 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 returns these to the KAA when the Volunteer ceases to be Volunteer or otherwise involved with the KAA; and
  - (f) is honest in the Volunteer's dealings with the KAA.

## 3. CONFIDENTIALITY

- 3.1 The Volunteer acknowledges that while providing volunteer services to KAA during the course of their engagement under this Agreement that the Volunteer will have access to Confidential Information as defined in clause 3.3.
- 3.2 The Volunteer must not (except in the proper course of carrying out the Volunteer's role or if required by law), whether directly or indirectly, disclose to a third party or make use of any Confidential Information without KAA's consent.
- 3.3 For the purposes of this Agreement, Confidential Information means 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 of the KAA's, finances, operating margins and transactions and any materials provided to the Volunteer by the KAA, excluding information that is 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 In this Agreement:
  - (a) **Intellectual Property Rights** means any and all intellectual property rights subsisting anywhere in the world, including copyright, designs, patents, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential, whether or not such rights are registered or capable of being registered;
  - (b) **Moral Rights** means moral rights created by the Copyright Act 1968 (Cth), which include the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, and any similar rights capable of protection under the laws of any other jurisdiction;
  - (c) **Volunteer Materials** means anything created by the Volunteer, including before the date of they enter into this Agreement, in the course of their engagement with the KAA, including in performing their role as a volunteer of the KAA, in providing services to the KAA as a volunteer, resulting from services performed by the volunteer for the KAA, and or created using KAA's resources.
- 4.2 The Volunteer acknowledges that any intellectual property or any other proprietary rights in any work performed during the course of their membership or other engagement with the KAA in the past, present or future will be owned by the KAA.
- 4.3 The Volunteer hereby assigns to KAA, with effect from the date they became a Volunteer, all their existing and future right, title and interest in and to any Intellectual Property Rights, including future copyright, subsisting anywhere in the world in Volunteer Materials.

- 4.4 If at any time the Volunteer:
- (a) includes anything in Volunteer Materials that is not Volunteer Material, the Volunteer hereby grants to the KAA an irrevocable, perpetual, royalty and licence fee free licence, to exercise any Intellectual Property Rights licensable by the Volunteer, to use and exploit the Volunteer Materials for the purposes and benefit of the KAA and its members.
  - (b) contributes anything to which clauses 4.3 or 4.4(a) do not apply for inclusion in KAA's newsletter, Facebook page, website, or other publication, the Volunteer hereby grants to the KAA an irrevocable, perpetual, royalty and licence fee free licence to use that material for the purposes of those publications in any form.
- 4.5 To be clear, if the Volunteer contributes anything solely for inclusion in KAA's newsletter, Facebook page, website, or other publication, which was created without the use of KAA's resources, it remains the Volunteer's property and this Agreement does not restrict the Volunteer from using that material in any other capacity or way.
- 4.6 The assignment in clause 4.3 includes all existing and accrued rights to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain damages recovered) in respect of any infringement, or any other cause of action arising from Intellectual Property Rights subsisting in the Volunteer Materials, whether the infringement occurred before, on or after the Volunteer enters into this Agreement.
- 4.7 To the fullest extent permitted by law, the Volunteer hereby voluntarily, irrevocably and unconditionally:
- (a) consents to any acts or omissions by KAA, its licensees, successors and assigns, which would otherwise infringe the Volunteer's Moral Rights in respect of the Volunteer Materials, including the Volunteer Materials being changed, reproduced, edited, added to, taken from, adapted and/or translated in any manner or context or for any purpose; and
  - (b) waives the Volunteer's Moral Rights.
- 4.8 The Volunteer must do all things necessary or desirable to give effect to these terms and, if requested by KAA, will sign a copy of this Agreement.

## **5. BINDING AGREEMENT**

By checking the box in the member application/renewal forms], or continuing to be a member of the KAA, you acknowledge and agree that you have read, understood and agree to be bound by the terms of this Agreement.

## **6. MISCELLANEOUS**

- 6.1 This Agreement applies to all the KAA's members and subcommittee members and any variation must be made in writing and signed by both parties to this Agreement.
- 6.2 These terms of this Agreement are governed by the law applicable in New South Wales and constitutes the entire agreement between as to its subject matter, and supersedes any prior understanding or agreement between the Volunteer and the KAA on such matters.

Document revision record  
Revision to prior policy from 2020  
Approved by Board at March 9<sup>th</sup>, 2022 Meeting