

This document is not intended to be a legally binding contract between us and it may be cancelled at any time by either us or you but when this agreement is signed, it is an acknowledgement that you, the volunteer, understand and agrees to your roles and responsibilities while representing FightMND.

1. You are a volunteer

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 at paragraph 9).

Neither FightMND intend any employment or contractual relationship to be created (ie. you are not an employee, independent contractor or consultant at FightMND). 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 FightMND

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

- 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 paragraph 4 below)
- reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us (for further information see paragraph 9 below), and
- insurance to cover you for the volunteer duties you are authorised to perform (see paragraph 10 below).

3. What FightMND asks of its volunteers?

We ask that you:

- participate in all relevant induction and training programs as relevant to your volunteer role.
- 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 Foundations policies and procedures including our Privacy Policy.
- 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 during 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 FightMND at any time
- 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 FightMND will be Lauren McKellar. 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 Lauren McKellar on lauren.mckellar@fightmnd.org.au as soon as possible.

5. Role description and details

It is important that you only perform the tasks in this role description and that you follow the instructions of FightMND staff.

In Victoria, 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 an incorporated community organisation (such as the FightMND).

It is therefore important that you only perform the tasks in the role description and as instructed by the Foundation. 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 FightMND volunteer safety, and the safety of everyone who is involved in our organisation, is a priority.

In Victoria, the *Occupational Health and Safety Act 2004 (OHS Act)* applies to many volunteers because 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, FightMND 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 FightMND
- to let FightMND know of any concerns you may have about safety and/or fitness in undertaking our role, and
- to cooperate with any reasonable policies and procedures of FightMND.

7. Induction and training required before you start in the volunteer role

FightMND 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 induction and/or training at FightMND prior to commencing their volunteer shift.

8. Volunteer expenses and other benefits

As a volunteer, FightMND 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 provide 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 FightMND and is not payment in lieu of salary.

9. Insurance

We are committed to providing adequate insurance cover for volunteers whilst carrying out their volunteering roles that have been approved and authorised by us.

FightMND has the following insurances:

- Public Liability
- Product Liability
- Voluntary Workers Cover

Please discuss any questions you may have around insurance coverage with your supervisor before commencing any volunteer work for the Foundation.

We want to let you know that the following events are unlikely to be covered by our insurance:



- 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

10. Intellectual Property

All volunteers at FightMND 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 the FightMND to the Foundation.

Volunteers are taken to consent to FightMND's 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.

Signed

Name of Volunteer

Date

FightMND Representative

Date