

Volunteer Agreement

This document is not intended to be a legally binding contract between FightMND (the organisation) and you and it may be cancelled at any time by either party.

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 reimbursement of reasonable expenses (refer clause 8).

As this is a voluntary arrangement, no employment or contractual relationship to be created (ie. you are not an employee, independent contractor or consultant of 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 or services agreement.

2. What you can expect when volunteering at FightMND

FightMND values its volunteers and we will provide you with:

- a full induction, orientation and any training necessary for the voluntary 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 an opportunity to ask questions and get feedback
- reimbursement of reasonable expenses, and
- insurance to cover you for the volunteer duties you are authorised to perform.

3. What FightMND asks of its volunteers?

We ask that you:

- participate in all relevant induction and training programs as relevant to your role as a volunteer.
- 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 FightMND' values, policies and procedures including our privacy policy
- Immediately 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 immediately report any accidents or incidents relating to staff,

volunteers, or the workplace to your supervisor or a member of staff

- 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
- Always comply with the law,
- are not impacted or affected by drugs or alcohol while performing your role and
- be open and honest in your dealings with us.

4. Contact person

Your contact person at FightMND will be **Rohan Obst**. 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 Rohan on volunteers@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 your role you may be responsible for handling cash and processing payments for merchandise and donations. It is your responsibility to act honestly and follow instructions given to you by your supervisor at all times.

There are laws that protect volunteers in community organisations from civil liability (i.e. legal action like a negligence claim) in specific circumstances. You must perform your voluntary community work that is directed or supervised by the FightMND representative. You must only perform the tasks in the role description and as instructed by the FightMND.

It is mandatory 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 contact your supervisor prior to proceeding.

6. The health and safety of you and others



Volunteer safety, and the safety of everyone who is involved with FightMND, is a priority.

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.

FightMND has a duty of care to minimise risks to everyone affected by its conduct (including 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 the FightMND
- to let the 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 the 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, all volunteers must 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 will need approval prior to incurring expense and you will need to produce receipts prior to being reimbursed.

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.

Travel to or from a voluntary role is at your own expense.



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.

The FightMND has the following insurances:

- Public and Product Liability
- Volunteer 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
- working with us while under the influence of alcohol or drugs

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 FightMND to FightMND.

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.