

Hsing Yun Education Foundation

Volunteer Agreement

This is an Agreement between:

The volunteer (Referred to in this document as '**the volunteer**' or '**you**')

and

Hsing Yun Education Foundation (sometimes referred to in this document as '**we**', '**us**' or '**our organisation**').

This Agreement is not intended to be a legally binding contract between you and us and it may be cancelled at any time by either you or us.

1. You are a volunteer

This means you are not an employee of, or a contractor to us, and, 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 we nor you intend any employment or contractual relationship to be created (you are not an employee, independent contractor or consultant with us). If this changes at any time, and there is a possibility that you might perform paid work for our organisation or be involved in vocational training, we will discuss this and document the arrangement in a formal contract.

We are not obligated to provide you with volunteer duties, and your supervisor will notify you of any changes, including if your position is no longer required.

2. What you can expect when volunteering with us

We value our volunteers and we will endeavour to provide you with:

- a written role description so you understand your role and the tasks you are authorised to perform
- a full induction, orientation and training relating to 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 and the Annexure 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 we ask of our volunteers

We ask that you:

- support our aims and objectives
- participate in all relevant induction and training sessions

- only perform duties you are authorised to perform and always operate under the direction and supervision of our organisation and obey reasonable directions and instructions
- understand and comply with our policies and procedures listed in the Annexure
- notify your supervisor/team leader 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, volunteers and the public in the course of 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 us when you finish your volunteer role
- let us know if you wish to change the nature of your contribution (for example, hours, role) at any time
- let us know immediately if there is anything, or anything arises, that makes you unsuitable or unable to legally carry out your volunteer role (for example, your role requires you to drive and you lose your licence or you injure yourself)
- 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 will be your supervisor/team leader (contact details provided in the Annexure below). If you have any questions or concerns about your role, your health and safety, or if you need any assistance to help you perform your role, please contact your supervisor/team leader as soon as possible.

5. Role description and details

We ask that you only perform duties you are authorised to perform, always operate under the direction and supervision of our organisation and obey reasonable directions and instructions. This is particularly important for health, safety and insurance reasons (see paragraph 6 below).

We have developed a role description to help you understand your role and the tasks you are authorised to perform and tasks that are prohibited.

If you are unsure whether a particular task or work is part of your role, or who you can and can't receive directions and instructions from please don't hesitate to talk to your supervisor/team leader.

6. The health and safety of you and others

Volunteer safety and the safety of everyone who is involved in our organisation, is our priority.

We have safety obligations towards:

- you in your capacity as a volunteer with us, and
- the people that you interact with as a part of your volunteer role.

It's 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 role description, 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 your role description and that you follow the instructions of your supervisor and our organisational people.

In New South Wales, the Work Health and Safety law applies. Also, there may be other legal actions (such as negligence claims) that mean we always need to consider safety issues.

Under the Work Health and Safety law and other laws, we have a duty of care to minimise risks to everyone affected by our conduct (including paid employees and volunteers).

It also means that as a volunteer, you may have duties under Work Health and Safety law too. These 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 us
- letting us know of any concerns you may have about safety or fitness in performing our role, and
- cooperating with any reasonable policies and procedures of our organisation.

We will provide you with a full induction and role training when you commence your volunteer role with us. However, please do not hesitate to talk to your supervisor/team leader at any time if you have any health and safety concerns.

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

We are committed to providing suitable training in support of the organisational policies relevant to your role as a volunteer. For this reason, it's our policy that all volunteers undertake induction and training before starting their volunteer roles.

We will confirm the details of the induction and training schedule with you.

8. Information we need before you can start in the volunteer role

Before you can start the volunteer role, we need the information set out in the Annexure. All background check information will be conducted in accordance with our privacy policy.

You may be requested to complete new or additional background checks and renewals if your volunteer role changes. You should notify your supervisor/team leader of any offences or criminal proceedings not previously disclosed that may impact your role or change the status of a background check.

9. Volunteer expenses and other benefits

As a volunteer, we will reimburse you 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 role 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 volunteering role (examples include training, event entry, clothing or equipment). Where this occurs, it is on a gratuitous basis at our discretion and is not payment in lieu of salary.

10. Insurance

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

To ensure this insurance covers you for any incidents that occur while you are volunteering with us, you should obey the role details in your role description set out in the Annexure and that you follow the instructions of your supervisor/team leader.

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
- use of personal vehicles (we recommend that you have full comprehensive insurance which is your own financial responsibility)
- criminal activity (including criminal charges arising out of driving incidents), and
- dishonest or reckless activities (for example turning up intoxicated).

11. Confidential information

Volunteers are likely to be given access to our confidential information as part of, or to assist them with, their role. Confidential information includes any information about our business, services, devotees, donors and clients which has been designated by us as confidential or which is, by its nature, confidential or proprietary to us.

You are not permitted to use or disclose any confidential information for any purpose other than the proper discharge of your duties as our volunteer.

12. Intellectual Property

You agree to transfer all intellectual property rights and interests (including copyright) in any ideas or materials you create relating to your provision of voluntary services to us.

You consent to our 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.

13. Consent to use photographs and images

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