



## Volunteer Agreement

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### 1) Arrangement and Services

- a) You will provide the Volunteer Services to the Company on an ad hoc basis from time to time in accordance with this Agreement.

### 2) Expenses

- a) No remuneration, salary, wages, payment (monetary or non-monetary) or other financial consideration will be paid to You in connection with the Volunteer Services or this Agreement.

### 3) Your obligations

- a) You must:
  - i) perform the tasks assigned to You by the Company in a timely, diligent and proper manner having regard to any procedure, policy, code or requirement(s) notified to you by the Company and any laws applicable to the tasks assigned to You;
  - ii) comply with all lawful directions of the Company;
  - iii) comply with the terms of all Company Policies;
  - iv) act in the Company's best interests; and
  - v) immediately inform the Company of any accident or injury that occurs or may occur in connection with the provision of the Volunteer Services.

### 4) Relationship

- a) Nothing in this Agreement or any circumstances associated with it or its performance gives rise to any relationship including partnership, employer and employee or principal and independent contractor between the Company and You.

### 5) Confidential Information

- a) You must:
  - i) keep the Company's Confidential Information confidential;
  - ii) use the Company's Confidential Information only for the purpose of performing your obligations under this Agreement;
  - iii) not disclose any of the Company's Confidential Information to a third party without the Company's prior consent, except to the extent that You are required by law to disclose the Confidential Information; and
  - iv) comply with any reasonable direction of the Company in relation to its Confidential Information (including any conditions or restrictions placed on the Company's

consent to a third party disclosure under clause 5)a)iii)).

### 6) Intellectual Property Rights and Moral Rights

- a) You:
  - i) assign to the Company all existing and future Intellectual Property Rights; and
- b) The Company:
  - i) acknowledges that you may have Moral Rights in respect of works made by you, and agrees to respect those rights despite retaining copyright.

### 7) Work Health and Safety

- a) In providing the Volunteer Services to the Company under this Agreement at any Site, You must comply with:
  - i) all obligations as set out in this clause 7);
  - ii) the WHS Law;
  - iii) all relevant work health and safety policies and procedures of the Company; and
  - iv) any reasonable instruction by the Company or any person having authority under the WHS Laws to give directions to You regarding work health and safety.
- b) You must notify the Company as soon as practicable of any concern You have regarding work health and safety in relation to You or others, including incidents and near misses.

### 8) Discrimination, Harassment and Bullying

- a) You are responsible for:
  - i) complying with anti-discrimination legislation;
  - ii) complying with relevant laws regarding bullying and harassment; and
  - iii) ensuring Your workplace practices comply with anti-discrimination and other relevant legislation.
- b) The company is responsible for:
  - i) Making clear to all employees, contractors and volunteers that discrimination, bullying and harassment is not tolerated by the Company.
  - ii) Ensuring that systems are in place for employees, contractors and volunteers to make confidential complaints regarding any claims of discrimination, bullying and harassment

### 9) Termination

- a) Either party may terminate this Agreement by giving written notice to the other party.

- b) If this Agreement is terminated, You must immediately return any Property (including intellectual property) to the Company.
- c) After termination or expiration of this Agreement each party's obligations under clauses 5) (Confidential Information) and 6) (Intellectual Property Rights and Moral Rights) continue.

#### 10) General

- a) You must not during or after the term of this Agreement, without the prior written agreement of the Company:
  - i) represent or purport to represent the Company, or express views or opinions purported to be a representative of the Company; or
  - ii) disclose to or make public any information or material acquired or produced in connection with providing the Volunteer Services.
- b) This Agreement constitutes the entire agreement between the parties as to a subject matter and supersedes all prior understandings or agreements between the parties.
- c) This Agreement may only be varied by agreement in writing between the parties.
- d) This Agreement is confidential and may not be disclosed by You to any other person other than for the purposes of obtaining professional legal or accounting advice or as required by law.
- e) This Agreement is governed by and construed in accordance with the laws from time to time in force in New South Wales.

#### 11) Definitions and interpretation

- a) In this Agreement:
- b) **Company** means *Altiorem Ltd* (ABN 66 631 479 377) whose details are specified at <http://altiorem.org/register/volunteer/>
- c) **Confidential Information** means all confidential information of which You become aware of, or generated (both before and after the day this Agreement is signed), in the course of, or in connection with, providing the Volunteer Services, but does not include information which becomes public knowledge other than as a breach of confidentiality by You.
- d) **Intellectual Property Rights** means all intellectual property rights, including the following rights:
  - i) patents, inventions and discoveries, copyright, designs, trade and marks (including goodwill in those marks), trade secrets, trade and domain names, know-how, the right to have confidential information kept confidential and all other intellectual property as defined in article 2 of the convention establishing the World

- Intellectual Property Organisation (whether registered or unregistered);
- ii) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- iii) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,
- iv) created or generated by You (whether alone or with any other persons) in the course of or in connection with providing the Volunteer Services including Intellectual Property Rights created:
  - (1) before this Agreement is signed; and/or
  - (2) using the Company's property (including other intellectual property), resources or Confidential Information.
- e) **Moral Rights** means the following rights in respect of any Intellectual Property Rights:
  - i) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
  - ii) the right of attribution of authorship of a work; and
  - iii) the right not to have authorship of a work falsely attributed,
- f) (which are rights created by the *Copyright Act 1968* (Cth)), and any other similar right capable of protection under the laws of any relevant jurisdiction.
- g) **Volunteer Services** means the services that you agree to render to the Company on a voluntary (ie, without payment) basis from time to time on the request of the Company.
- h) **WHS Law** means all applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time.
- i) **You** means the person specified in the completed form at: <http://altiorem.org/register/volunteer/>