



TELUGU ASSOCIATION INCORPORATED AGREEMENT WITH TELUGU BADI VOLUNTEERS

This Deed of Agreement made between 'the volunteer' or 'you' and Telugu Association Inc, hereafter referred to as STA.

1. You are a volunteer at STA in a volunteer position. This means that you are not an employee of, or contractor to STA, 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).

2. When volunteering at STA neither STA nor Telugu Association Inc - Telugu Badi intend any employment or (other than in relation to paragraph 11) contractual relationship to be created (i.e. you are not an employee, independent contractor or consultant at STA). 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.

STA values its volunteers, and it will endeavour to provide you with:

- An orientation necessary for the volunteer role including a description of your role and the tasks you are authorised to perform,
- a safe environment in which to perform your role,
- respect for your privacy, including keeping your private information confidential,
- a contact person, so that you have the opportunity to ask questions and get feedback (see para. 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 para. 9 below), and
- insurance to cover you for the volunteer duties you are authorised to perform (see para. 10 below).

3. What STA asks of its volunteers

We ask that you:

- Support STA's aims and objectives
- Participate in all relevant orientation programs and meetings
- Only undertake duties you are authorised to perform and always operate under the direction of nominated Sub-Committee Convenor/coordinator or Executive Committee member or Office bearers of the STA and obey reasonable directions and guidance,

- Understand and comply with the organisation's policies and procedures including (Conflict of Interest, Privacy and confidentiality policy, Record keeping policy, Financial Control policy, Complaints and Grievances policy, Suspicious Activity Policy and other policies in operation)
- Notify your Contact person or another member of Executive Committess/Sub-Committee 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 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 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 STA 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 (e.g. your role requires you to drive and you lose your licence);
- Comply with the relevant laws at all times,
- 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. Your contact person at STA will be Telugu Badi Convenor, Telugu Badi Coordinator, STA EC members). If you have any questions or concerns about your role, your health and safety, or if there is any assistance you need to help to you undertake your role, please contact him/her as soon as possible.

5. Role description and details

It is important that you only perform the tasks as assigned to you and that you follow the instructions and guidance of your contact person. Your contact person will explain our (STA's) liability to you as a volunteer of the organisation as well as, your liability to third parties.

However,

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 charity organisation (STA). It is therefore important that you only perform the tasks in the role description

and as instructed by the organisation. 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 STA volunteer safety, and the safety of everyone who is involved in our organisation, is a priority. In NSW, the Work Health & Safety Act 2011 applies. Also, there may be other legal actions (such as negligence claims) that mean we always need to consider workplace health and safety issues. NSW Work Health & Safety Act and other laws, STA 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 STA
- to let STA 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 STA.

Your contact person will provide you with a full information about your role and other safety measures if any when you commence as a volunteer with STA. However, please do not hesitate to talk to your contact person at any time if you have any health and safety concerns.

7. Information we require before you can start in the volunteer role

Before you can commence the volunteer role, we need the following information: your address, contact number, email address, your residency status and relevant background checks required if any as advised by your Contact person. All background check information will be conducted and maintained in accordance with our privacy policy.

8. Volunteer expenses and other benefits

As a volunteer, STA 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 produce 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 STA 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. Currently, STA has a public liability insurance and all the volunteers are protected under this. Further, the protection under the NSW Civil Liability Act is also likely to apply to volunteers engaged by STA. It means volunteers do not incur personal civil liability as a result of performing community work organised by or as an office holder of STA. Volunteers will need their own independent legal advice. To ensure this insurance covers you for any incidents that occur while you are volunteering with us, you need to report an incident as soon as it has occurred.

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); and
- Dishonest or reckless activities.

10. Intellectual Property:

All volunteers at STA 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 STA to STA.

If you create any materials while you are performing your role with STA, you agree that:

- STA can use those materials in any way that we need, and that our use will not infringe any moral rights that you have in those materials
- Any rights (including copyright and other intellectual property rights) in those materials will be owned by STA, and that this Deed assigns any rights that you have in those materials (either now or in the future) to STA;

Your moral rights are the rights you have to be acknowledged as the author of the work, not to have authorship attributed to anyone else and integrity of authorship. You agree that:

- STA can do anything (or omit to do anything) that might infringe your moral rights, including not acknowledging your authorship of the material, modifying editing or updating the materials, or incorporating all or part of the materials into other documents or materials,
- Your consent extends to acts and omissions other parties acting on our behalf or with our authorisation, including our licensees and successors in title,
- You will not bring any claims against us, our licensees, successors in title or any other person or organisation acting as a result of anything we do (or omit to do); and
- Your consent is a genuine consent given under Part 9 of the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement.

You agree that, despite anything else in this Volunteer Agreement, the terms of this paragraph 10 are binding on you and continue after this Agreement ends.

11. Confidential information:

Volunteers are likely to be given access to STA's confidential information as part of, or to assist them with their role. Confidential information includes any information about STA, its charitable activities, services and clients which has been designated by STA as confidential or which is, by its

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

12. Consent to use photographs and images

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

Please acknowledge that you have read this Volunteer Agreement and have had an opportunity to ask questions.