

Liberty Foundation Volunteer Agreement

Parties:

Liberty Foundation Australia Limited (ACN 629494220; ABN 24629494220)
(Liberty Foundation)

and

Volunteer

Purpose of this Volunteer Agreement

This Volunteer Agreement sets out the terms under which volunteers may perform duties in support of Liberty Foundation.

Terms

In agreeing to provide volunteer services to Liberty Foundation the Volunteer agrees to be bound by the following terms:

A. DEFINITIONS

Volunteer means the person referred to in item A of the Schedule, being the natural person who wishes to perform duties on a voluntary basis who is aged 18-65 years of age, who is not an employee of, or contractor to, Liberty Foundation and who will not receive remuneration or payment for their work.

Liberty Foundation means Liberty Foundation Australia Limited (ACN: 629494220; ABN: 24629494220), including its agents, officers and volunteers.

Research Establishment means the unnamed entity that the Rescued Animal/s originated from.

Rescued Animal means any animal Liberty Foundation has obtained from the Research Establishment.

Condition means a condition the Rescued Animal has, including, but not limited to, an illness, infection, disease, physical impairment, behavioural issue, mental disposition or other psychological temperament that may or may not require ongoing treatment.

B. RISKS AND CONFIDENTIALITY ASSOCIATED WITH BEING A VOLUNTEER

- 1) The Volunteer acknowledges there is a risk inherent in working with Rescued Animals in particular if they have Conditions that are not known.
- 2) Liberty Foundation:

- a) can disclose to the Volunteer information concerning any identifying particulars of the Research Establishment (for the purposes of transport of Rescued Animals for example) but this information must be known only to Liberty Foundation and the Volunteer.
 - b) cannot disclose details of the particular experimental research procedures or protocols the Rescued Animal has been subjected to by the Research Establishment; and
 - c) may not be aware of any or all Conditions the Rescued Animal has, by virtue of non-disclosure by the Research Establishment or otherwise by virtue of a failure to detect the Condition by the Research Establishment and/or Liberty Foundation.
- 3) The Volunteer is likely to be given access to Liberty Foundation's confidential information as part of, or to assist them with, their role. Confidential information includes any information about Liberty Foundation, its business, services and clients which has been designated by Liberty Foundation as confidential or which is, by its nature, confidential or proprietary to Liberty Foundation.
- 4) The Volunteer is not permitted to use or disclose any confidential information for any purpose other than the proper discharge of their duties as a volunteer of Liberty Foundation.
- 5) Liberty Foundation is committed to providing adequate insurance cover for volunteers while carrying out their volunteering roles that have been approved and authorised by Liberty Foundation.
- 6) Liberty Foundation has Voluntary Workers Insurance through ASR Underwriting Agencies Pty Ltd. To ensure this insurance covers volunteers for any incidents that occur while they are volunteering with us, the Volunteer must:
- a) confirm in writing with Liberty Foundation (by email or text) when they will be performing volunteer duties on behalf of Liberty Foundation.
 - b) report any incidents in writing, or where you may be incapacitated nominate someone else, to report issues that relate to damage, injury or insurance within 24 hours of the incident occurring.
- 7) The following events are unlikely to be covered by Liberty Foundation's insurance:
- a) actions that are beyond the scope of the Volunteer's role, or that occur without appropriate authority or permission from Liberty Foundation.
 - b) criminal activity (including criminal charges arising out of driving incidents).
 - c) dishonest or reckless activities (for example being intoxicated).
 - d) damage related to war and/or acts of war or terrorism.
 - e) damage related to a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.
 - f) if the Volunteer is outside the age group of 18-65 years of age.

C. WHAT YOU CAN EXPECT WHEN VOLUNTEERING AT LIBERTY FOUNDATION

- 8) Liberty Foundation values its volunteers and we will endeavour to provide the Volunteer with:
- a) a written role description so the Volunteer understands their role and the tasks they are authorised to perform.
 - b) a full induction, orientation and training relating to the volunteer role.

- c) respect for the Volunteer's privacy, including keeping their private information confidential.
- d) a supervisor, so that the Volunteer has the opportunity to ask questions and get feedback.
- e) reimbursement for the Volunteer's reasonable expenses so they are not out-of-pocket as a result of volunteering for Liberty Foundation.
- f) insurance to cover the Volunteer for the volunteer duties they are authorised to perform (see clauses 5-7).

D. THE VOLUNTEER'S OBLIGATIONS

- 9) Liberty Foundation requires the Volunteer to:
- a) support Liberty Foundation's aims and objectives.
 - b) participate in all relevant induction and training sessions.
 - c) only perform duties you are authorised to perform.
 - d) understand and comply with the organisation's policies and procedures.
 - e) 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 (see clause 6).
 - f) behave appropriately and courteously to all staff, clients and the public in the course of the role.
 - g) use any property or equipment given to the Volunteer in their role safely and only for purpose of the role and return it to the organisation when they finish their volunteer role
 - h) let Liberty Foundation know if they wish to change the nature of their contribution (for example, hours, role). If the Volunteer wishes to become a Fosterer of a Rescued Animal then they must complete a Foster Agreement to transfer temporary custody of the Rescue Animal to them.
 - i) comply with the law at all times.
 - j) be open and honest in their dealings with Liberty Foundation.
 - k) comply with Liberty Foundation's policies and procedures which will be provided during induction and training.
 - l) not to engage in any media or fundraising activity under the Liberty Foundation name or branding or distribute content including Rescued Animals obtained from Liberty Foundation where the origin of the Rescued Animal would be cognisable, unless otherwise agreed.
 - m) be contactable by Liberty Foundation by telephone and provide updated contact details to Liberty Foundation as soon as possible in the event that their contact details change.
 - n) agree for their personal contact information to be added to the Liberty Foundation database and to be contacted by email with regular updates on the activities of Liberty Foundation.
 - o) The Volunteer guarantees as part of this Agreement that they have not currently or previously been charged with, or convicted of, animal cruelty/abuse or with misconduct in a business that is involved in the care of animals.

E. INTELLECTUAL PROPERTY

- 10) The Volunteer agrees 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 Liberty Foundation to Liberty Foundation.

11) The Volunteer consents to the use by Liberty Foundation of such creations in a manner reasonably contemplated by the voluntary services provided under this Agreement. The Volunteer also agrees not to bring any claim for infringement of your moral rights in respect of that use.

F. CONSENT TO USE PHOTOGRAPHS, IMAGES AND VIDEO

12) The Volunteer agrees that Liberty Foundation may take photographs and video footage of them in the course of their volunteer work and use it for the purposes of marketing and promotion of Liberty Foundation. This may include printed and digital marketing, including the use of their image on social media platforms.

G. INDEMNITY

13) The Volunteer indemnifies Liberty Foundation from any claims, causes of action, liability, loss, damage and/or injury whether brought by an individual or other entity, or imposed by a court of law or by administrative action, arising out of any acts, omissions, negligence or wilful misconduct on the part of the Volunteer, in connection with this Volunteer Agreement.