

AIEF Volunteer Agreement for AIEF Mentors

1. Schedule of Agreement Specifics

Volunteer Name: _____

Volunteer Email: _____

Volunteer Mobile: _____

AIEF Authorised Person: Michelle Penfold (michelle.penfold@aief.com.au) 0400 485 644

AIEF Contact: Annina Chrystal (annina.chrystal@aief.com.au) 02 8373 8017
(Please select) Camila Olivera (camila.olivera@aief.com.au) 02 8373 8043

Date of Volunteer Signing: _____

Signature of Volunteer: _____

2. Agreement Details

- 1) This is an Agreement between the volunteer mentor described in the Schedule of Agreement Specifics in Section 1 (the Volunteer or You or Your) and the Australian Indigenous Education Foundation (AIEF) (AIEF or Us or We).
- 2) This Agreement commences on the date AIEF received the signed copy of this of signature by the Volunteer as shown in the Schedule of Agreement Specifics in Section 1 (Commencement Date) and may be cancelled at any time by either Us or You (Termination Date).
- 3) By signing this Agreement and undertaking Your role as a Volunteer, You explicitly acknowledge and confirm the following:
 - a. You have read and understood the role of Mentor Reporting (in Section 4 below and in the AIEF Mentoring Handbook) as a mandatory part of Your role as an AIEF Volunteer mentor.
 - b. You have read and understood the child safety and safeguarding provisions of this Agreement and agree to display behaviours that safeguard students, young people and other members of the school community where the student is attending, against sexual, physical, psychological and emotional abuse or neglect of any kind.
 - c. You will read, understand and comply with the requirements of the student's school child protection and safeguarding requirements.

3. Our Mutual Commitments and Duty of Care for Child Safety and Wellbeing

- 1) All children and young people have a right to feel safe, and to be safe at all times. Laws are in place to protect children and young people and keep them safe. You have responsibilities to abide by a duty of care and to exercise Your duty to take prudent and heightened care to

avoid others being harmed, which includes taking steps to identify risks and any reasonably likely harmful effects of both actions and inactions by You or others.

- 2) Safeguarding children and young people is the responsibility of all AIEF stakeholders including in Your role as a Volunteer. By engaging in your Volunteer role you are confirming Your mutual commitment to these principles in this Agreement.
- 3) In performing Your voluntary role, You must also undertake a screening process as part of Your application process to become a Volunteer mentor. Before being accepted into this role You must obtain, and keep current at all times, a satisfactory:
 - a. National Criminal History Check;
 - b. State-based Working with Children's Check (WWCC), for example the Blue Card in Queensland; and
 - c. Any other similar check that may be required from time to time.
- 4) The results of the National Police Check or Working with Children Check may be passed onto the Australian Government for the purposes of assessing whether the Australian Government will consent to You having contact with children and young people in connection with your voluntary role with AIEF.
- 5) In addition to complying with all legal requirements, AIEF is also committed to the National Principles for Child Safe Organisations and to creating environments where the safety and wellbeing of children and young people is at the centre of our thoughts, values and actions. We strive for an organisational culture where children and young people, families, communities and everyone who works with Us feels safe and confident to have a say and raise any concerns.
- 6) We respect and value the rights of all children and young people, and support them to reach their full potential. We recognise that particular consideration needs to be paid to the cultural wellbeing of Indigenous children and young people whom We work with. We also acknowledge the particular needs of children and young people arising from their cultural and linguistic background, sexuality, gender diversity, disability, or as a result of domestic and family violence or other trauma.
- 7) The term "safeguarding" used in this Agreement includes the broader structures, actions and procedures in place to keep children and young people safe from harm and abuse, including physical, sexual, emotional, neglect, bullying and family violence. Abuse can be inflicted on a child or any person by both men and women, as well as by children and young people themselves and by volunteers, professionals and other adults working with children and young people in a position of trust.
- 8) The safeguarding behaviours You are required to commit to as part of this Agreement include:
 - a. Treating everyone with respect.
 - b. Ensuring the adult-child relationship is within appropriate boundaries.
 - c. Listening and responding to the views and concerns of children and young people, particularly if they are telling You that they or another child has been abused or that they are worried about their safety or the safety of another child or young person.
 - d. Ensuring You are never alone with a child or young person unless there is line of sight to other adults.

- e. Immediately reporting any allegations of abuse of children and young people or any safety concerns about children and young people to the AIEF Authorised Person in writing.
 - f. Abiding by the student's school guidelines for child protection and safeguarding.
- 9) You must not:
- a. Ignore or disregard any suspected or disclosed child abuse.
 - b. Have conversations with children or young people or use language or behaviour towards them that is inappropriate, harassing, abusive, sexual in any way, demeaning or culturally inappropriate.
 - c. Initiate, encourage or have physical contact with children or young people.
 - d. Have unauthorised contact with students or young people 'on line' via email, social media networking sites, by text message or other means.

4. Mentor Reporting

- 1) AIEF utilises the AIEF Engage Portal to support its Volunteer mentoring relationships. As You will be working with children and young people, it is mandatory to record all contact and contact attempts with the student in the AIEF Engage Portal. Whether it is a text, call, email, online video conference or face to face session, all contact or attempt at contact must be recorded in the portal. This helps Us to provide the best experience for students and allows Us to monitor and support You, and meet our legal and reporting obligations.
- 2) Reporting your contact or attempt at contact is a mandatory requirement; it also supports AIEF team members to identify any issues or concerns to ensure that the relevant and necessary support is provided.
- 3) If You do not use the AIEF Engage Portal this will constitute a breach of your duties and will be putting the continuance of your relationship at risk and letting the student down.

5. Your Role

- 1) Your role as a mentor at AIEF is a voluntary role under the management, direction and supervision of AIEF. You are not an employee of, or contractor or consultant to AIEF.
- 2) By accepting this role, You agree:
 - a. Your relationship with AIEF will not be one of employer and employee, principal and agent, partnership or joint venture;
 - b. You must not incur any liability on behalf of AIEF or purport to enter into any contract or arrangement which would be binding on AIEF;
 - c. You will not receive remuneration or other compensation for your work;
 - d. to perform all duties on a voluntary basis;
 - e. to support AIEF's aims and objectives;
 - f. to participate in all relevant induction and training sessions;
 - g. to only perform duties You are authorised by AIEF to perform;
 - h. to always operate under the direction and supervision of AIEF;
 - i. to always comply with AIEF's directions and instructions;
 - j. to understand and always comply with all AIEF rules, guidelines, rules of engagement, policies and procedures, including the AIEF Mentor Handbook;
 - k. to also comply with any policies, procedures, rules, instructions or directions of relevant staff at the school the student is attending;

- l. to behave appropriately, professionally and courteously to all staff, school personnel, students and the public in the course of Your role;
 - m. to exercise extreme care for any AIEF property in Your custody, possession or control, and to be responsible for the return of AIEF property in the condition in which that property was issued to you (except for fair wear and tear);
 - n. that if any AIEF property is lost or damaged while in your custody, possession or control, you will pay the cost of replacing or repairing the property;
 - o. to comply with the law at all times; and
 - p. to 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.
- 3) You agree to notify the AIEF Authorised Person immediately in writing about any concern you have at any time, with full, frank and detailed information, including in relation to any of the following:
 - a. if there is any conflict or inconsistency between AIEF requirements and the requirements of the school the student is attending;
 - b. if there are any actual or potential issues or concerns relating to risk, health, safety, accidents, incidents, hazardous or mandatory reporting situations involving You, or any child, AIEF employee, employee of the school You are volunteering at, volunteers or any workplace You are operating from;
 - c. if anything happens or any concerns arising, that makes You unsuitable or unable to legally and professionally carry out your Volunteer role or any concerns for Your safety or fitness to perform Your role;
 - d. if there is any actual or potential non-compliance with any law, contract, policy, procedure or direction You become aware of;
 - e. if there is any actual or potential non-compliance; and
 - f. if there is anything else requested by AIEF.
- 4) From time to time You may receive confidential, private or sensitive information from students, schools, alumni or other stakeholders. It is very important to know that when or if You are given this type of information, it is always given to You in your capacity as an AIEF Volunteer and there is no information that should be retained and not passed on to AIEF in full. This ensures We are able to make the right decisions and act upon it. It is also important that when You are given any information that is upsetting or causing anxiety, We also need to be able to make sure You are supported with your own wellbeing and we can only do this properly if full information is passed on.

6. The Health and Safety of You and Others

- 1) At AIEF Your safety, and the safety of everyone who is involved in our work, is a priority. AIEF has safety obligations towards:
 - a. You in your capacity as Volunteer at AIEF; and
 - b. the people that You interact with as a part of your Volunteer role, including AIEF scholarship students and graduates.
- 2) As a Volunteer, You have safety obligations too. These include:
 - a. taking reasonable care for Your own health and safety; and
 - b. taking reasonable care for the health and safety of others.

7. Insurance and Liability

- 1) AIEF will use reasonable endeavours to take out adequate insurance coverage for carrying out Your Volunteer role with Us within the scope of this Agreement.
- 2) To ensure this insurance covers You for any incidents that occur while You are volunteering with Us, You must provide any information requested by Us and ensure You report any incident as soon as it has occurred, sign in each time You Volunteer, make no admission of liability to any party, and follow the requirements of AIEF and the insurer in managing the claim.
- 3) The following events are unlikely to be covered by any insurance:
 - a. actions that are beyond the scope of your Volunteer role, or that occur without appropriate authority permission from Us;
 - b. actions You cause or contribute to by your own acts or omissions;
 - c. criminal activity (including criminal charges arising out of driving incidents); or
 - d. dishonest or reckless activities, use of alcohol or drugs (for example turning up intoxicated).
- 4) AIEF will not itself be liable under this Agreement or in relation to Your Volunteer role for any loss or damage that is not directly caused by AIEF's negligence.
- 5) You will be personally liable (that is legally or financially responsible) for any harm or damage caused to yourself or others if You act outside the scope of or fail to comply with, this Agreement, or instructions given to You, or if You are negligent, reckless or affected by drugs or alcohol, and You indemnify AIEF for any such loss or damage.
- 6) You will not be covered by any workers' compensation insurance policy taken out by AIEF.

8. Confidential Information

- 1) During your time as a Volunteer with AIEF, You may be exposed to information that is confidential to or about AIEF, its donors, partners (including mentors, students in its programs and Partner Schools, and prospective mentors, prospective students in its programs and prospective Partner Schools), volunteers, employees and suppliers. All such information, and all information about AIEF and its dealings, which is not in the public domain, is Confidential Information.
- 2) During your time as a Volunteer with AIEF and after You cease providing voluntary services to AIEF, You must not make use of or disclose Confidential Information to any other person or entity and You must not use, memorise or make any copy or summary of Confidential Information other than as required for You to provide voluntary services to AIEF. Confidential Information will only cease to be confidential if it becomes publicly available, other than as a result of a breach of a confidentiality obligation by You or anyone else.
- 3) You must not permit or assist another person to disclose Confidential Information and You are required to actively take steps to prevent any unauthorised disclosure or publication of

Confidential Information. You are required to notify AIEF immediately of any instance of unauthorised use or disclosure that comes to your attention.

- 4) As and when required by Us, You must disclose to Us any password, security access code or other information You have used in the course of and while providing voluntary services to AIEF.
- 5) On termination of this Agreement, You will immediately deliver up to AIEF all books, documents, papers, materials, telephones, equipment and other AIEF property which may then be in Your possession, power or control (including discs, electronic storage devices, backups, and electronic copies of any such information or any Confidential Information), and then to permanently destroy any copies.

9. Intellectual Property

- 1) During your time as a Volunteer with AIEF, You will have access to Intellectual Property (defined below) belonging to AIEF. To protect AIEF's Intellectual Property, You agree:
 - a. to irrevocably assign to AIEF all proprietary rights, including all ownership rights, copyright and the exclusive right to develop, make, use, sell, license or otherwise benefit from any works, designs, computer programmes, systems, inventions, information, discoveries, processes, concepts, strategies, plans or other form of knowledge (Intellectual Property) conceived, made or improved by You (either alone or with others) during the period in which You provide voluntary services to AIEF;
 - b. that any such creation, conception or improvement of Intellectual Property by You shall be deemed to be a work made in the scope of, and during the course of, Your voluntary services to AIEF;
 - c. to comply with any request by AIEF to execute any document or take any step necessary to transfer ownership of Intellectual Property to AIEF;
 - d. during and after your engagement as a Volunteer with AIEF, not to use or disclose any Intellectual Property except as required to provide Your voluntary services to AIEF; and
 - e. not to act in any way which infringes the Intellectual Property rights of any third party, including previous or current employers; and
 - f. whenever You produce work in the course of providing your voluntary services to AIEF which contains Intellectual Property owned by a third party, You must obtain all necessary consents and licences from that third party for use of that Intellectual Property.
- 2) All right, title and interest in any Intellectual Property in any works which You contribute to or develop during your role as a Volunteer will be the property of AIEF and must be provided in full to AIEF on request.

10. Consent to use Photographs and Images

- 1) You consent and agree that AIEF may take or obtain photographs and video footage of You carrying out your Volunteer work and AIEF may use such material for the purposes of marketing and promotion of AIEF and its goods or services or any other purpose related to its work. This may include printed and digital assets, including the use of your image on social media platforms.

11. Other Provisions

- 1) This Agreement can be altered by AIEF in writing (including by email from the AIEF Authorised Person shown in the Schedule of Agreement Specifics in Section 1) if required for compliance, risk management, program delivery or other policy purposes determined by AIEF.
- 2) All notices, notifications and disclosures You are required or authorised to make to AIEF shall be in writing to the AIEF Authorised Person and all directions to You under this Agreement will be made by the AIEF Authorised Person.
- 3) All day to day operational and implementation communications shall be made between You and the AIEF Liaison Contact shown in the Schedule of Agreement Specifics in Section 1.
- 4) AIEF may by notice to You change the name of the AIEF Authorised Person or the AIEF Contact at any time.
- 5) You authorise AIEF to liaise with Your employer and the school You are volunteering with and to provide any information to either or both of them that AIEF determines to be necessary or reasonable in the circumstances.
- 6) The following clauses of this Agreement survive termination: 2(3), 4, 5, 8, 9, 10.

****ENDS****