

MGA Volunteer Agreement

RECITALS

The Monash Graduate Association Inc. (MGA), registered office 21 Chancellors Walk Monash University Victoria 3800, is a not-for-profit, Monash University recognised representative association for Monash University (Australian campuses) enrolled graduate students.

The MGA is an incorporated entity under the Associations Incorporation Reform Act 2012 (Vic) and is subject to the Constitution of the MGA. This agreement incorporates all applicable MGA regulations including the Privacy Regulations. In the event of a dispute this agreement will be subject to the exclusive jurisdiction of the courts of Victoria.

The MGA offers advocacy, academic support, social events (among other activities) as part of its functions. The MGA's volunteer program is one of its core objectives.

This is an agreement between the MGA and the MGA volunteer(s) as they maybe from time to time.

THE PARTIES AGREE

1. MGA volunteer

- 1.1. The position of an MGA volunteer is voluntary and once the role is accepted any associated duties will not be remunerated.
- 1.2. Neither the MGA nor the volunteer intend any employment or contractual relationship to be created between them simply by virtue of this agreement. A volunteer is not an employee, independent contractor or consultant at, or to the MGA.

2. MGA Role

The MGA values its volunteers and will endeavour to provide:

- 2.1. A written position description so volunteers understand the role and the tasks as authorised to perform;
- 2.2. A full induction, orientation and/or any periodic training necessary for the volunteer role;
- 2.3. A safe environment in which to perform the volunteer role;
- 2.4. Respect for privacy, including keeping private information confidential;
- 2.5. A supervisor, so that volunteers have the opportunity to ask questions and receive feedback;
- 2.6. Reimbursement for all reasonable and approved expenses so volunteers are not out-of-pocket and in accordance with this agreement.
- 2.7. Insurance cover for volunteer overnight trip duties as authorised to perform and in accordance with this agreement.

3. Volunteer Role

Volunteers will perform the tasks as required and as instructed during MGA inductions or training for specific events and also as described in any MGA Volunteer Handbooks and codes of practice as may come into being from time to time.

4. Volunteer duties

MGA expects and the volunteer agrees to:

- 4.1. Support the MGA's aims and objectives as contained in the MGA Constitution;
- 4.2. Participate in all relevant induction and training programs including those from third parties;
- 4.3. Perform authorised duties in accordance with MGA's goals;
- 4.4. Comply with MGA rules including social media regulations, health and safety rules and privacy regulations;
- 4.5. Notify their MGA supervisor or another MGA member of staff of any health and safety issues or potentially hazardous situations that may pose a risk to any volunteer, student, staff member or a member of the public and report any accidents or incidents to their MGA supervisor as

soon as practicable;

- 4.6. Behave professionally and courteously to all staff, students and members of the public;
- 4.7. Use any property or equipment safely and for intended purposes and if the property belongs to the MGA then return it upon completion of the volunteer role;
- 4.8. Advise and seek approval for any change in duties including hours;
- 4.9. Advise of any changes in circumstances which may render the volunteer role inappropriate, unsuitable or unable to be performed legally; (circumstances include loss of driver licence)
- 4.10. Disclose and advise of any medical, physical or relevant condition which has the potential to interfere with or impair voluntary duties;
- 4.11. Comply with the law at all times, and;
- 4.12. Be open and honest in their dealings with the MGA and offer any feedback so the service may be improved if needed.

5. MGA Volunteer Supervisor

The supervisor and contact person at the MGA for volunteers will be the Volunteer Program Officer or delegate.

6. Health and Safety Obligations

The MGA regards the safety of everyone involved with the MGA as a priority. In Victoria, the (Occupational Health and Safety Act 2004 (Vic), supported by the Occupational Health and Safety Regulations 2017 (Vic) (OHS Legislation) applies to this agreement. The MGA is also committed to upholding its other legal responsibilities (such as duty of care), and prioritises workplace health and safety issues and abides by Monash University's occupational health and safety standards.

Volunteers agree:

- 6.1 To take reasonable care of their own health and safety;
- 6.2 To take reasonable care for the health and safety of others;
- 6.3 To comply with any health and safety instructions from the MGA;
- 6.4 To inform MGA of any concerns volunteers may have about their safety and/or fitness in undertaking the volunteer role;
- 6.5 To cooperate with any reasonable policies and procedures of the MGA; and
- 6.6 To abide by any Monash University rules in their capacity as Monash University enrolled students.

7. Induction and Training

The MGA or any relevant third party, will present volunteer training and inductions periodically so that volunteers are familiar with the MGA or third party, its role and the attendant volunteering roles. Areas will include:

- 7.1. volunteers' liability;
- 7.2. liability to third parties;
- 7.3. provision of supervision;
- 7.4. supervisor's contact details;
- 7.5. role description;
- 7.6. insurance;
- 7.7. occupational health and safety
- 7.8. handling of confidential information

8. Information Required

Volunteers agree to provide personal details to the MGA in order to be registered as volunteers.

Personal details include:

- 8.1 full name;
- 8.2 student email;
- 8.3 student Identity Number;
- 8.4 contact telephone number

8.5 emergency contact details.

In the event a volunteer is required to carry out a role of more responsibility such as trip leader, they agree to provide such details as MGA requests together with supporting document if necessary.

9. Volunteer out-of-pocket expenses and other benefits

9.1 MGA will reimburse volunteers for any reasonable out-of-pocket expenses incurred as a result of their volunteer role. Volunteers must obtain permission from the MGA supervisor prior to incurring out-of-pocket expenses and must produce tax receipts.

9.2 MGA may from time to time provide volunteers with certain benefits as part of the volunteering role including training in areas such as leadership or similar, free food, accommodation, event entry, clothing or equipment. Such benefits are entirely discretionary, are not an entitlement and are within the MGA's power and control.

10. Insurance

The University provides insurance to volunteers attending overnight trips. All Monash University students are covered by the University's insurance scheme when volunteering with the MGA. Insurance does not cover loss of personal property.

11. Confidential information and Intellectual Property

- 11.1. Volunteers may on occasion gain access to MGA confidential information. Confidential information includes any information relating to MGA, its business, services and constituents which has been designated by the MGA as confidential or which is, by its nature, confidential or proprietary to the MGA.
- 11.2. Volunteers agree they are not permitted to use or disclose any confidential information for any purpose other than the proper discharge of their volunteer duties.
- 11.3. Volunteers agree that any intellectual property which may be created as part of their volunteer role belongs to the MGA. Moral rights subsist in any intellectual property created by volunteers. Volunteers agree they irrevocably consent to any act or omission by the MGA which infringes those moral rights and agree that their consent extends to acts and omissions by the MGA's licenses and successors in title; and agree that consent is a genuine consent given pursuant to Part 9 of the *Copyright Act 1968* (Cth) and has not been induced by duress or any false or misleading statement.
- 11.4. Volunteers agree that, despite anything else in this agreement, the terms of this clause 11 are binding and continue after this agreement ends.

12. Consent to use photographs and images

Volunteers agree that the MGA may take photographs and video footage of them carrying out your volunteer work and use it for the purposes of marketing and promotion of the MGA and its goods or services. This may include printed and digital marketing, including the use of volunteers' images on social media platforms.

13. Volunteer complaints

All complaints are to be directed in writing to the MGA Student Experience Manager and if not resolved then the MGA Executive Officer.
