The Volunteer has represented that he/she has the requisite experience and skills to provide the Services. La Trobe University ABN 64 804 735 113 (“**the University**”) has agreed to accept the Volunteer’s offer to provide the Services upon the terms and conditions in this Agreement.

**DETAILS:**

|  |  |
| --- | --- |
| **Volunteer details** | Name: Title: Address: Email:  |
| **University contact details** | Name (project leader): Title: Phone: Email: School or Administrative Division:  |
| **Services** | (Select one): [ ]  As set out in the document attached titled: [ ]  As described below: |
|  |   |
| **Commencement date**  |   |
| **No payment for services** | The University confirms that no fees will be paid for the provision of the Services by the Volunteer and that no employer/employee relationship exists between the parties. |
| **Terms and Conditions** | See attached Terms and Conditions |

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of the University: | **SIGNED** for and on behalf of the Volunteer: |
|  |  |
| **DATE:** | **DATE:** |

**TERMS AND CONDITIONS**

1. **Services**
	1. The Volunteer shall perform the Services under the direction of the University.
2. **Payment**
	1. The Volunteer agrees and accepts that no fees will be paid for the provision of the Services by the Volunteer
3. **Confidentiality and Privacy**
	1. The Volunteer must not disclose personal information (as defined in the *Privacy and Data Protection Act 2014* (Vic) (“the PDP Act”)) or health information (as defined in the *Health Records Act 2000* (Vic) (“the HR Act”)) or confidential information to any third party without prior written approval from the University. The Volunteer must comply with the Information Privacy Principles in the PDP Act and the Health Privacy Principles in the HR Act to the extent that those Principles apply to the types of activities that the Volunteer is undertaking
4. **Intellectual Property**
	1. Intellectual Property in all material developed or produced under this Deed shall vest in the University. The Volunteer shall deliver to the University all material referred to in this clause on demand or within five days of the date of termination of this Deed. The Volunteer warrants that all material developed or produced under this Deed will be original and will not infringe the intellectual property of third parties and to the best of its knowledge the material will not breach any confidentiality undertaking.
	2. In relation to any material in which the Volunteer or a person involved in the creation of any of the material has a moral right as defined under the *Copyright Act 1968* (Cth), the Volunteer consents, and will procure the consent of any person in a form approved by the University, to the University doing or omitting to do, anything that, but for this consent, would constitute an infringement of those moral rights including, reproducing, publishing, performing, communicating, exhibiting, adapting, altering or using the material with or without attribution of authorship and whether or not such acts may be prejudicial to the author’s honor or reputation.
5. **Volunteer Status and Compliance with Laws**
	1. This Deed does not set up or create any agency, employer-employee relationship or a partnership of any kind. The Volunteer is not an agent or employee of the University by virtue of this Deed. The Volunteer shall not represent or hold itself out to any third party that it acts as agent employee or partner of the University.
	2. The Volunteer must, when using the University’s premises or facilities, comply with all University directions, policies and procedures including without limitation those relating to occupational health and safety and security.
6. **Termination**
	1. The University may terminate this Deed for convenience by giving the Volunteer not less than one weeks’ notice in writing at its option, and at any time and for any reason in whole or in part.
7. **Dispute Resolution**
	1. The parties agree that if a dispute arises in connection with this Deed, the party claiming that a dispute has arisen must, before taking any further action, notify the other party in writing specifying the nature of the dispute, what outcome the complainant wants and what action the complainant considers will settle the dispute.
8. **General**
	1. This Deed constitutes the entire Deed between the parties as to its subject matter and supersedes and replaces all prior representations, Deeds and understandings in relation to that subject matter. The Deed may only be varied by the further written Deed of the parties. This Deed shall be governed by the laws of Victoria.
	2. If a party to this Deed consists of more than one person those persons shall be jointly and severally bound under this Deed.
	3. The parties acknowledge that they have had the opportunity of obtaining independent legal advice prior to entering into this Deed.
	4. Under the *Equal Opportunity Act 1995* (Vic) (“the EO Act”), it is unlawful to sexually harass another person or to discriminate against another person on the grounds specified in the EO Act. The Volunteer acknowledges its obligations under the EO Act and agrees to comply with the EO Act and ensure that its employees and agents comply with the EO Act. The Volunteer and its employees and agents must also comply with the University’s Sexual Harassment, Harassment and Discrimination Policy and Procedures.
	5. Clauses 4 and 5 shall survive the expiration or termination of this Deed.