

MOBILISE VOLUNTEER DEED & CODE OF CONDUCT

BETWEEN: WE ARE MOBILISE LIMITED (ACN 638 610 929) of 5 URALLA STREET, VERMONT, VIC 3133 (“Mobilise”)

AND the details outlined below (“the Volunteer”).

1. Mobilise is a not-for-profit organisation that seeks to unite youth to help those in need across a wide spectrum of community groups.
2. Mobilise wishes to gather volunteers to participate in its projects, including outreaches providing supplies directly to homeless individuals in Australia.
3. **Arrangement and Services**
 - 3.1. The Volunteer will provide the Volunteer Services to Mobilise on an ad hoc basis from time to time in accordance with this Deed.
4. **Volunteer Obligations**
 - 4.1. The Volunteer must:
 - 4.1.1. perform the Volunteer Services in a diligent and proper manner having regard to any procedure, policy, code or requirement(s) notified to them by Mobilise and any laws applicable to the Volunteer Services;
 - 4.1.2. comply with all lawful directions of Mobilise;
 - 4.1.3. act in Mobilise’s best interests when performing the Volunteer Services; and
 - 4.1.4. immediately notify Mobilise of (and participate in any follow-up communications relating to) any accident or injury that occurs or may occur in connection with the provision of the Volunteer Services.
5. **Relationship**
 - 5.1. Nothing in this Deed or any circumstances associated with it or its performance gives rise to any relationship including partnership, employer and employee or principal and independent contractor between Mobilise and the Volunteer.
 - 5.2. The Volunteer hereby acknowledges that they are not entitled to any remuneration, benefit or right in respect of work performed for Mobilise pursuant to this Deed.
 - 5.3. Notwithstanding clause [4.2](#), Mobilise may, at its absolute discretion, pay to the Volunteer an amount by way of reimbursement of expenses or a gratuity as it thinks fit.
6. **Release of Liability and Indemnity**
 - 6.1. The Volunteer participates in Mobilise activities at their own risk, and acknowledges that Mobilise is not responsible for any losses or damages, including personal injury and

damage to personal property arising out of or in connection to this Deed, the Volunteer Services or any breach of this Deed by the Volunteer.

- 6.2. The Volunteer will indemnify Mobilise on demand against all losses, damages, liabilities, claims and expenses incurred by Mobilise arising out of or in connection with the performance of the Volunteer under this Deed, or any breach of this Deed by the Volunteer.

7. Confidential Information

7.1. The Volunteer must:

- 7.1.1. keep Mobilise's Confidential Information confidential;
- 7.1.2. use Mobilise's Confidential Information only for the purpose of performing their obligations under this Deed;
- 7.1.3. not disclose any of Mobilise's Confidential Information to a third party without Mobilise's prior consent, except to the extent that the Volunteer is required by law to disclose the Confidential Information; and
- 7.1.4. comply with any reasonable direction of Mobilise in relation to its Confidential Information.

8. Intellectual Property and Moral Rights

8.1. The Volunteer:

- 8.1.1. assigns to the Mobilise all existing and future Intellectual Property Rights; and
- 8.1.2. acknowledges that the Volunteer may have Moral Rights in respect of copyright works made by them, and insofar as the Volunteer is able, irrevocably and unconditionally:
 - a. consents to any acts or omissions by Mobilise, its licensees, successors and assigns, including such copyright works being changed, reproduced, edited, added to, taken from, adapted and/or translated in any manner or context or for any purpose, which would otherwise infringe the Moral Rights in respect of such copyright works; and
 - i. waives their Moral Rights in respect of such copyright works.

9. Work Health and Safety

9.1. In providing the Volunteer Services to Mobilise under this Deed at any Site, the Volunteer must comply with:

- 9.1.1. all obligations as set out in this clause 9;
- 9.1.2. the WHS Law;
- 9.1.3. all relevant work health and safety policies and procedures of Mobilise; and
- 9.1.4. any reasonable instruction by Mobilise or any person having authority under the WHS Laws to give directions to the Volunteer regarding work health and safety.

- 9.2. The Volunteer must notify Mobilise as soon as practicable of any concern it has regarding work health and safety in relation to the Volunteer or others, including incidents and near misses.

10. Termination

- 10.1. Either party may terminate this Deed by giving written notice to the other party.
- 10.2. If this Deed is terminated, the Volunteer must immediately return any Property (including intellectual property) to Mobilise.
- 10.3. After termination or expiration of this Deed, each party's obligations under clauses 7 (Confidential Information) and 8 (Intellectual Property Rights and Moral Rights) continue.

11. General

- 11.1. The Volunteer must not during or after the term of this Deed without the prior written agreement of Mobilise represent or purport to represent Mobilise, or express views or opinions purported to be a representative of Mobilise.
- 11.2. This Deed constitutes the entire Deed between the parties as to a subject matter and supersedes all prior understandings or agreements between the parties.
- 11.3. This Deed may only be varied by agreement in writing between the parties.
- 11.4. This Deed is confidential and may not be disclosed by the Volunteer to any other person other than for the purposes of obtaining professional legal or accounting advice or as required by laws.
- 11.5. This Deed is governed by and construed in accordance with the laws from time to time in force in Victoria.

12. Definitions and interpretation

- 12.1. In this Deed:
- 12.2. **Confidential Information** means all confidential information that is by its nature confidential and:
 - 12.2.1. is designated by Mobilise as confidential; or
 - 12.2.2. the Volunteer knows or ought to know is confidential,that the Volunteer becomes aware of (both before and after the date this Deed is signed), in the course of, or in connection with, providing the Volunteer Services, but does not include information which becomes public knowledge other than as a breach of confidentiality by the Volunteer.
- 12.3. **Intellectual Property Rights** means all intellectual property, including:
 - 12.3.1. copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;
 - 12.3.2. any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition; and

- 12.3.3. all rights of a similar nature to any of the rights in paragraphs (a) and (b) of this definition which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered, that are created or generated by the Volunteer (whether alone or with any other persons) in the course of or in connection with providing the Volunteer Services including Intellectual Property Rights created:

- 12.3.4. before this Deed is signed; and/or

- 12.3.5. using Mobilise's property (including other intellectual property), resources or Confidential Information.

- 12.4. **Moral Rights** means the following rights in respect of any Intellectual Property Rights:

- 12.4.1. the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);

- 12.4.2. the right of attribution of authorship of a work; and

- 12.4.3. the right not to have authorship of a work falsely attributed,

(which are rights created by the Copyright Act 1968 (Cth)), and any other similar right capable of protection under the laws of any relevant jurisdiction.

- 12.5. **Volunteer Services** means the services that the Volunteer agrees to render to Mobilise on a voluntary (ie, without payment) basis from time to time on the request of Mobilise.

- 12.6. **WHS Law** means all applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time.

13. Volunteer Code of Conduct

- 13.1. Always stay safe. You will never be expected to put yourself into a situation where you feel uncomfortable, if you do let a team leader know or walk away from the situation.

- 13.2. Our goal is to stop, chat and listen to our friends on the streets. We are always looking to approach with good intentions and are willing to hear any story that they may want to share.

- 13.3. It is not our place to judge or tell people what to do. Words of encouragement and follow-up questions are great, but conversation topics like: "Why are you on the streets?" "Why don't you get a job?" and strongly directing them towards services that may help, even if well-intentioned, is not a part of our Mobilise volunteer Outreach.

- 13.4. The Outreach allows for safe, open discussions and a chance for all interested to participate and volunteer. Please be respectful of your fellow volunteers, team leaders and Outreach Coordinators at all times.

- 13.5. We want to make the Outreach a positive experience for all involved, and if you have feedback or ways that we can improve on the events, please let your Outreach Coordinator know.

- 13.6. We're here to support you. If anything happens on the Outreach that you'd like to discuss further, good or bad, our team is there to help and support.