



- A) The volunteer is (or will become) a volunteer **Refuge of Hope** through, and in the course of the Engagement relationship, the volunteer may learn of, develop and/or receive information which is confidential to **Refuge of Hope**.
- B) The volunteer acknowledges the desire and right of **Refuge of Hope** to have disclosed to it all ideas, improvements and works generated or developed by the volunteer in the course of his/her engagement.
- C) **Refuge of Hope** and the volunteer have agreed that the following terms and conditions shall apply to preserve the confidentiality of **Refuge of Hope** information.

1. Confidential information

- 1.1. Except to the extent that such information is public knowledge or becomes public knowledge other than by breach of this agreement, 'confidential information' shall mean for the purposes of this agreement:
- 1.1.1. All information acquired or developed by the volunteer in the course of his/her engagement;
 - 1.1.2. All information designated as confidential by **Refuge of Hope** or otherwise imparted in circumstances of confidence by **Refuge of Hope** to the volunteer; and.
 - 1.1.3. Trade secrets and any other material or information classifiable in law or equity as confidential information.
- 1.2. The term 'confidential information' extends to all forms of storage or representation of the information referred to in clause 1.1 including, but not limited to, spoken works and presentations, printed documents, loose notes, diaries, memoranda, drawings, photographs, electronic, magnetic and optical storage, and computer printouts.

Scope of agreement

- 1.3. In consideration of the supply of confidential information by or on behalf of **Refuge of Hope** to the volunteer and in consideration of the volunteer being engaged or continuing to be engaged by **Refuge of Hope**, the volunteer agrees that he/she will preserve and maintain the confidentiality of the information.
- 1.4. The volunteer agrees to disclose to **Refuge of Hope** all ideas, improvements and works generated or developed in the course of engagement with **Refuge of Hope**.
- 1.5. The volunteer shall not disclose or provide, or allow to be disclosed or provided, the confidential information otherwise than is strictly necessary to enable the volunteer to perform his/her duties of engagement.
- 1.6. If the volunteer needs to disclose the confidential information to a third party to perform his/her duties of engagement, the volunteer may do so only with the express written consent of **Refuge of Hope** which may require the volunteer to procure a deed from the third party in favour of **Refuge of Hope** on the same terms as this agreement.
- 1.7. The volunteer shall use, and shall ensure that any person to whom the confidential information is disclosed uses, all reasonable endeavours and precautions to protect and preserve the confidentiality of the confidential information.



1.8. The volunteer acknowledges that the confidential information remains at all times the exclusive property of **Refuge of Hope**

2. Security, duplication and return of material

2.1. The volunteer shall secure and protect the confidential information from unauthorised disclosure, access or use.

2.2. The volunteer shall not remove the confidential information from the premises of **Refuge of Hope** without the written consent of **Refuge of Hope**.

2.3. The volunteer shall return all copies of the materials including extracts or summaries, however embodied or recorded, referred to in clause 1 to **Refuge of Hope**:

(a) immediately; or

(b) on demand by **Refuge of Hope**; or

(c) upon termination or completion of engagement with **Refuge of Hope**.

3. Indemnity

3.1. The volunteer indemnifies **Refuge of Hope** for any loss suffered as a result of breach of this agreement or for any disclosure of the confidential information by a person provided with the confidential information by the volunteer.

4. Survival of the agreement

4.1. The volunteer acknowledges and agrees that his or her obligations pursuant to this agreement shall survive the return of all copies of the confidential information and the termination or completion of the engagement relationship between the volunteer and **Refuge of Hope**, and shall continue until such time as the confidential information becomes public knowledge other than by breach of this agreement.

5. Image – Information Consent Form

5.1. We are seeking your permission to utilise your photograph(s) and / or your personal information to promote programs provided for you and better support the Latin American Community living in Melbourne.

5.2. Your photograph(s) and/or personal information will be used by Refuge of Hope in newsletters, pamphlets, reports, and presentations and online. If you have any concerns about the usage of your material, please feel free to contact any team member of Refuge of Hope.

5.3. By submitting your volunteer expression of interest, you are giving ROH, royalty-free license to use, reproduce, modify, publish, distribute and otherwise exercise all copyright and other rights in that information at ROH's discretion, including it on ROH servers and incorporating it in other works in any media now known or later developed without limitation published book in Australia or overseas.

6. Miscellaneous

6.1. If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force and effect apart from such provision which shall be deemed deleted.

6.2. This agreement shall be governed by and construed according to the law of Victoria the parties submit to the non-exclusive jurisdiction of the courts of that state.

A 15A/ 20 Commercial Road. Melbourne 3004 **M** 0415 224 437

E volunteer@refugeofhope.org.au **W** www.refugeofhope.org.au **ABN** 44 671 083 883