

Volunteer Agreement

Note: Based on the [National Knowledge Base Volunteer agreement template](#).

This is an Agreement between:

You (referred to in this document as ‘the volunteer’) and Electronic Frontiers Australia Inc (referred to in this document as EFA’).

This Agreement is not intended to be a legally binding contract between the volunteer and EFA, and it may be cancelled at any time by either the volunteer or the EFA for any reason whatsoever without notice.

1. You are a volunteer

The role at EFA of volunteer is unpaid. The volunteer is not an employee of, or contractor to, EFA and, if the volunteer accepts the role, the volunteer performs all duties on a voluntary basis and the volunteer will not receive remuneration or payment for the volunteer’s work, other than reasonable reimbursement of pre-approved expenses (see below at paragraph 7).

Neither EFA nor the volunteer intend any employment or contractual relationship to be created (you are not an employee, independent contractor or consultant at EFA). Should this change at any time, and should there be a possibility that the volunteer might perform paid work for the EFA or undertake a student placement, then a subsequent agreement will void any previous arrangements, agreements or understandings between the EFA and the volunteer.

2. What you can expect when volunteering at EFA

The EFA values its volunteers and we will endeavour to provide you with:

- a written role description so you understand your role and the tasks you are authorised to perform
- a safe environment in which to perform your role
- respect for your privacy, including keeping your private information confidential
- a supervisor, so that you have the opportunity to ask questions and get feedback (see paragraph 4 below)
- reasonable reimbursement for any pre-approved expenses so you are not out-of-pocket as a result of volunteering for us (for further information see paragraph 7 below)

3. What EFA asks of its volunteers

We ask that you:

- support EFA's aims and objectives (see Rule 3 of our [Rules of Incorporation](#))
- participate in all relevant induction and training sessions
- only perform duties the volunteer is authorised to perform under the heading of the EFA, and whilst operating under the aegis of the EFA always operate under the direction and supervision of EFA's Board and delegates, and obey reasonable directions and instructions in relation to the EFA's concerns
- understand and comply with the EFA's policies and procedures including [EFA Ethical Standards](#), [Social Media Usage Guidelines](#), [Conflict of Interest Policy](#), and [Complaints Policy and Procedure](#)
- notify your supervisor or an EFA Board member of any health and safety issues or potentially hazardous situations that may pose a risk to you or others and report any accidents or incidents relating to members, volunteers, or the workplace
- behave appropriately and courteously to all other volunteers, members and the public in the course of your role
- use any property or equipment given to you in your role safely and only for purpose of the role and return it to the organisation when you finish your volunteer role
- let us know if you wish to change the nature of your contribution (for example, hours, role) to EFA at any time
- let us know immediately if there is anything, or anything arises, that makes you unsuitable or unable to legally or physically carry out your volunteer role (for example, your role requires you to drive and you lose your licence or you injure yourself)
- comply with the law at all times, and
- 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.

4. Supervisor

Your supervisor at EFA will be communicated to you. If you have any questions or concerns about your role, your health and safety, or if you need any assistance to help you perform your role, please contact them in the first instance.

5. Role description and details

We ask that you only perform duties you are authorised to perform, always operate under the direction and supervision of EFA's Board and their delegates and obey reasonable directions and instructions. This is particularly important for health, safety and legal reasons (see paragraph 6 below).

We have developed a role description, provided by your supervisor, to help you understand your role and the tasks you are authorised to perform. If you are unsure whether a particular task or work is part of your role, or who you should receive directions and instructions from, please don't hesitate to talk to your supervisor.

6. The health and safety of you and others

At EFA, volunteer safety, and the safety of everyone who is involved in our organisation, is a priority. EFA has safety obligations towards:

- you in your capacity as a volunteer at EFA, and
- the people that you interact with as a part of your volunteer role.

It is important to understand that you may be personally liable (that is legally or financially responsible) for any harm or damage caused to yourself or others if you act outside of the volunteer role description, outside of the instructions given to you, or you are affected by drugs or alcohol when you are volunteering.

It is therefore important that you perform only the tasks in your role description, and that you follow the instructions of your supervisor and EFA's Board and written authorised delegates. In South Australia, the Work Health and Safety Act 2012 (SA) applies. Also, there may be other legal actions (such as negligence claims) that we need to consider in addition to safety issues.

Under the Work Health and Safety Act 2012 (SA) and other laws, the EFA has a duty of care to minimise risks to everyone affected by its conduct (including paid employees and volunteers). It also means that as a volunteer, the volunteer may have duties under this Act too. These include:

- taking reasonable care for the volunteer's own health and safety
- taking reasonable care for the health and safety of others
- complying with any reasonable instruction by EFA
- letting EFA know of any concerns the volunteer may have about safety or fitness in performing the role, and
- following any reasonable policies and procedures of EFA.

We will provide the volunteer with relevant safety equipment and role training when they commence with our organisation. However, please do not hesitate to talk to your supervisor at any time if you have any health and safety concerns.

7. Volunteer expenses and other benefits

As a volunteer, the EFA will reimburse you for any reasonable out-of-pocket expenses that you incur when performing authorised tasks associated with your role. We do this to ensure that you are not financially disadvantaged as a result of your volunteer role with us. These payments are not remuneration or wages. You may need prior approval and will always need to produce receipts. We may sometimes provide you with other benefits as part of your volunteering role (examples include training, free food, accommodation, event entry, clothing or equipment). Where this occurs, it is on a gratuitous basis at the discretion of EFA and is not payment in lieu of salary.

8. Confidential information

Volunteers are likely to be given access to EFA’s confidential information as part of, or to assist them with, their role. Confidential information includes any information about EFA, its operations, services and members which has been designated by EFA as confidential or which is, by its nature, confidential or proprietary to EFA.

You are not permitted to use or disclose any confidential information for any purpose other than the proper discharge of your duties as a volunteer of EFA.

9. Intellectual Property

You agree to transfer all intellectual property rights and interests (including copyright) in any ideas or materials you create relating to your provision of voluntary services at EFA to EFA. You consent to the use by EFA of such creations in a manner reasonably contemplated by the voluntary services provided under this document. As a volunteer you also agree not to bring any claim for infringement of your moral rights in respect of that use.

10. Consent to use photographs and images

The volunteer may elect in writing whether the EFA may take photographs and video footage of the volunteer themselves carrying out the volunteer’s work and use these for the purposes of marketing and promotion of the EFA and its goods or services. This may include printed and digital marketing, including the use of the volunteer’s image on social media platforms for the purposes of promoting volunteering.

Please email secretary@efa.org.au to acknowledge that you have read this volunteer agreement and have had an opportunity to ask questions.

Approved by	EFA Business Committee	Approved date	9-10-2025
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