



180Degrees  
CONSULTING

## Volunteering Deed Poll

Date: \_\_\_\_\_

### Made by

1. \_\_\_\_\_ of address  
\_\_\_\_\_ (You)

### in favour of

2. **180 Degrees Consulting Barcelona** of Avinguda de la Torre Blanca, 59, Sant Cugat del Vallès  
(**180 Degrees**).

## Background

- A. You have offered to volunteer your services to 180 Degrees to perform the Duties from time to time (**Voluntary Engagement**).
- B. You have agreed to comply with the terms of this Deed Poll in respect of the Voluntary Engagement.

## Defined terms and interpretation

In this Deed Poll:

**180 Degrees** means the individual 180 Degrees branch that is a party to this Deed Poll.

**180 Degrees entities** means 180 Degrees Consulting Limited and its individual branches, licensees, franchisees and affiliates (both in Australia and internationally), 180 Degrees Consulting US NFP (employer identification number 46-5092877) or a Related Entity of 180 Degrees Consulting Limited.

**Deed Poll** means the terms and conditions contained in this document and includes any variations made to it.

**Duties** means the services and duties that 180 Degrees may reasonably request you to perform from time to time, according to the requirements of 180 Degrees at its discretion.

**Property** means all items supplied by 180 Degrees and used, exclusively or non-exclusively, by you in performing the Duties under this Deed Poll.

**Related Entity** has the meaning given to that term in the *Corporations Act 2001* (Cth).

## **Operative provisions**

### **1. Relationship between you and 180 Degrees**

- (a) You have volunteered to perform the Duties for 180 Degrees as a volunteer from time to time and are engaged on a voluntary basis by 180 Degrees.
- (b) There is no obligation upon you to perform the Duties when requested by 180 Degrees.
- (c) This Deed Poll does not create a contractual relationship between you and any of 180 Degrees entities, other than the individual 180 Degrees branch that is a party to this Deed Poll.
- (d) You acknowledge that you are a volunteer. Nothing in this Deed Poll is to be construed as creating or evidencing a relationship of employer and employee or principal and agent.
- (e) You will not be entitled to receive remuneration and/or benefits in respect of performing the Duties during the Voluntary Engagement (including but not limited to wages and leave entitlements under any applicable modern awards, workplace agreements, statutes or industrial laws or instruments).
- (f) You have authority to incur liability and execute documents on behalf of 180 Degrees and to enter contracts on behalf of 180 Degrees.
- (g) You agree to comply with all reasonable directions of 180 Degrees in respect of performing the Duties during the Voluntary Engagement.

### **2. Duties**

- (a) You have volunteered to perform the Duties under the management, direction and supervision of 180 Degrees.
- (b) During the Voluntary Engagement, you must:
  - (i) conform to and comply with all lawful and reasonable directions and instructions given to you by or on behalf of 180 Degrees;
  - (ii) perform the Duties to the best of your abilities and knowledge;
  - (iii) ensure that the Duties are performed in a manner that does not jeopardise your health and safety or any other person in the place where you are performing the Duties;
  - (iv) comply with all applicable laws of the jurisdiction in which you are located;
  - (v) observe and comply with the provisions set out in any written policy, practice

or procedure which applies to volunteers, as may be published, circulated or amended by 180 Degrees from time to time, although such policies, practices and procedures are for the benefit of 180 Degrees only and do not impose any contractual obligations on 180 Degrees or form part of the terms and conditions of the Voluntary Engagement;

- (vi) not intentionally do anything that is or may be harmful to 180 Degrees;
  - (vii) use your best endeavours to improve and promote the business of 180 Degrees and to protect and further the interests of 180 Degrees; and
  - (viii) protect the tangible and intangible property of 180 Degrees from damage and give notice immediately to 180 Degrees (or its authorised representatives) of any damage of such property which may come to your knowledge.
- (c) You warrant that you are not aware of any limitations on your ability to fully perform the Duties, including but not limited to, conflicts of interest, medical conditions or injuries.

### **3. General Requirements as a Volunteer**

- (a) You should ensure that you are punctual and ready to perform the Duties at the time requested by 180 Degrees.
- (b) While 180 Degrees relies upon the involvement of its volunteers, there is no obligation on you to perform the Duties when requested by 180 Degrees. Should you be unable to perform the Duties at a requested time due to illness, injury or any other reason, you should notify 180 Degrees as soon as practicable to enable 180 Degrees to make alternative arrangements.
- (c) You may be required to undertake any necessary checks required by 180 Degrees before being permitted to perform the Duties. This may include obtaining a Working With Children Check or Police Check. You agree that this is a reasonable requirement and agree to undertake any check that 180 Degrees may reasonably require.
- (d) You must disclose all past criminal convictions to 180 Degrees prior to commencing the Voluntary Engagement. You have an ongoing obligation to 180 Degrees to disclose any criminal charges that you are convicted of during the Voluntary Engagement.
- (e) You acknowledge and understand that 180 Degrees will not accept responsibility for your personal items, should such items be left unattended or unsecured at 180 Degrees' premises or in the course of the Voluntary Engagement.
- (f) You acknowledge and understand that 180 Degrees will not facilitate, under any insurance policy, insurance coverage for your personal property.
- (g) Should you have any dispute or grievance with 180 Degrees, the grievance must be directed to your designated supervisor.

### **4. Conflict of interest**

In addition to the general duties outlined in clause 2, you must not use your association with 180 Degrees to gain a profit or advantage for yourself or for the benefit of a third person which

may be inconsistent with the best interests of 180 Degrees.

## **5. Duty of Confidentiality**

- (a) You must:
- (i) not either during your time as a volunteer with 180 Degrees or at any time afterwards, disclose to any person any Confidential Information which you may learn or obtain may have learned or obtained during the Voluntary Engagement;
  - (ii) only use Confidential Information for the purposes of performing, and to the extent necessary to perform, the Duties during the Voluntary Engagement; and
  - (iii) promptly, at the request of 180 Degrees at any time, disclose and deliver up to 180 Degrees, all Confidential Information including copies in your possession, custody and control.
- (b) For the purpose of this clause, Confidential Information means all information belonging to 180 Degrees entities, or all information that is in fact, or should reasonably be regarded as confidential to the 180 Degrees entities, whether oral, graphic, written or in any other form. For the avoidance of doubt, Confidential information includes all information regarding the current or future business interests, methodology or affairs of the 180 Degrees entities, including (but not limited to):
- (i) financial, budgetary, personnel, marketing, research and business plan information;
  - (ii) the position of the 180 Degrees entities, or an officer or employee of 180 Degrees, on any confidential matter;
  - (iii) any of the dealings, transactions or affairs of the business of the 180 Degrees entities or a client or business partner of the 180 Degrees entities;
  - (iv) reports or research of the 180 Degrees entities or a client or business partner of the 180 Degrees entities;
  - (v) details of clients or business partners, including client lists and business partner lists;
  - (vi) trade secrets, licences, know-how and related information;
  - (vii) personal information regarding any of the 180 Degrees entities' employees, officers or volunteers; and
  - (viii) any other information the disclosure or use of which may be detrimental to the interests of the 180 Degrees entities or of any other person who has provided it to the 180 Degrees entities on a confidential basis,
- but does not include any information that has been published or otherwise becomes known to the public at large (but not by reason of any breach of your confidentiality obligations under this Deed Poll), or any information which is required to be disclosed by law.

## 6. Protection of Intellectual Property

- (a) For the purposes of this clause and clause 7:
  - (i) **Intellectual Property Rights** mean all present and future intellectual and industrial proprietary rights conferred by statute, at common law or in equity, wherever existing, including (without limitation):
    - (A) copyright, patents, trade marks, know how, brand names, domain names, product names, works, designs, computer programs, systems, inventions, information, discoveries, processes, concepts, strategies, plans, trade secrets, database rights or other form of knowledge, whether or not registered or capable of registration;
    - (B) any application or the exclusive right to apply for registration of, develop, make, use, sell, license or otherwise benefit from any of those rights;
    - (C) any registration of any of those rights or any registration of any application referred to in clause 6(a)(ii); and
    - (D) any renewals and extensions of these rights.
  - (ii) **Works** means any invention, discovery, design, improvement, formula, process, technique, literary or artistic work, tools, resources, manuals, standard precedent and template documents, promotional materials, consulting reports and presentations and any other item in which Intellectual Property Rights subsist or are capable of subsisting and are wholly or partly created, made or discovered by you, either in the course of the Voluntary Engagement or otherwise using the facilities, resources, time or any other opportunity provided by 180 Degrees.
- (b) You agree:
  - (i) to irrevocably assign to 180 Degrees absolutely and beneficially all rights, title and interest in all Intellectual Property Rights conceived, made or improved by you (either alone or with others) during the Voluntary Engagement, including all future copyright by way of present assignment;
  - (ii) that ownership of any such creation, conception or improvement of Intellectual Property Rights by you in the course of the Voluntary Engagement, whether in connection with or in any way affecting the business of 180 Degrees or otherwise and whether in the course of your normal duties or in the course of duties falling outside your normal duties but assigned to you, will vest exclusively in 180 Degrees and you will have no claim to or interest of any nature in such Intellectual Property Rights;
  - (iii) to disclose to 180 Degrees the Intellectual Property Rights upon acquisition, creation or development;
  - (iv) to comply with any request by 180 Degrees to execute any document, forms and authorisations or take any steps necessary to give effect to the assignment and ownership of Intellectual Property Rights in accordance with clauses 6(b)(i) and (ii) above;

- (v) during and after your Voluntary Engagement with 180 Degrees, not to use or disclose any Intellectual Property Rights except as required to perform the Duties; and
- (vi) not to act in any way which infringes the intellectual property rights of any third party, including previous employers. Whenever you produce work in the course of the Voluntary Engagement which contains intellectual property owned by a third party, you must obtain all necessary consents and licences from that third party for use of that intellectual property.

## 7. Moral rights

- (a) In respect of moral rights which may arise by operation of the *Copyright Act 1968 (Cth)* in respect of any Works or other subject matter created by you in the course of the Voluntary Engagement, including, without limitation, other rights of an analogous nature which may now exist or which may exist in the future throughout the world, you irrevocably and unconditionally consent, to the fullest extent permitted by law (whether present or future) to 180 Degrees, its successors, assignees and licensees, and their licensees, and other persons authorised by any of them:
  - (i) making any use of those Works and the copyright in them in whatever form and in whatever circumstances that 180 Degrees thinks fit, including use that, but for the consent, would or might infringe those moral rights, such as reproducing, adapting, publishing, performing, exhibiting, communicating or transmitting the Works anywhere in the world, including the making of distortions, additions or alterations to the Works or any adaptation of the Works (or any part of the Works or of such adaptation) and as so reproduced, adapted, published, performed, exhibited, communicated or transmitted;
  - (ii) reproducing, adapting, publishing, performing, exhibiting, communicating or transmitting the Works or any adaptation of the Works (or any part of any of the Works or of any such adaptation) anywhere in the world without identifying 180 Degrees or you or any other person;
  - (iii) doing any act or omission that would constitute derogatory treatment of the works; and
  - (iv) combining or juxtaposing the Works with anything else,
 for any purpose whatsoever, whether such acts or omissions occur before or after the date on which that consent is given,
  - (v) you warrant that the consent obtained pursuant to this clause is a genuine consent and complies with the provisions of the *Copyright Act 1968 (Cth)* and that you have not relied on any statement or representation made by 180 Degrees or anyone acting on behalf of 180 Degrees; and
  - (vi) you agree that this consent extends to any use that would or might, apart from this consent, infringe any moral rights or similar non-assignable personal rights that you may have in connection with those Works anywhere in the world.
- (c) You will not commit or omit any act or course of conduct, or use the Works or permit

them to be used in any manner which may:

- (i) deceive or cause confusion amongst the public;
- (ii) bring the Works into disrepute;
- (iii) jeopardise or dilute the exclusiveness of the Works; or
- (iv) have an adverse effect on the goodwill in the Works.

## **8. Ending the Voluntary Engagement**

- (a) The Voluntary Engagement may be terminated by either you or 180 Degrees at any time.
- (b) Your obligations under clauses 5, 6 and 7 survive the termination of the Voluntary Engagement.
- (c) Upon termination of the Voluntary Engagement for any reason, you must promptly at the request of 180 Degrees, disclose and deliver up to 180 Degrees, all Property of 180 Degrees in your possession, custody or control.

## **9. General**

- (a) This Deed Poll may be amended only in writing executed by both parties.
- (b) This Deed Poll is governed by the laws of New South Wales.
- (c) The contents of this Deed Poll are intended to form a statement of all the terms and conditions of your Voluntary Engagement with 180 Degrees. This Deed Poll is specifically intended to exclude the operation of any prior individual deed or agreement and any prior written or verbal undertakings or statements.

**Executed as a Deed Poll**

**Signed Sealed and Delivered by** \_\_\_\_\_ (You) in the presence of:

.....

Your Signature

.....

Signature of witness

\_\_\_\_\_

Print name of witness