**VOLUNTEER AGREEMENT**

We’re pleased and excited to accept you as a volunteer with [Company]! Our goal is to provide you with a good experience that will serve you well in later life, a friendly work environment, guidance in the work you will perform, and opportunities for professional development and social interaction with other volunteers. In exchange, we ask that you agree to the following terms and conditions so that the expectations of your volunteer term are clear.

**Terms and Conditions:**

1. Volunteer Term. Your volunteer term will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_ unless earlier terminated in accordance with this Agreement (the “Term”).
2. Work Performance. We expect you to do your work competently and to behave professionally at all times during your volunteer Term. While we want you to enjoy your Term and to have fun, we also expect you to have consideration for our employees, your fellow volunteers, and anyone else you may encounter during your Term, and to try to safeguard our property at all times. We also expect you to comply with all laws. To achieve a good work environment, you also agree to comply with our guidelines, policies and instructions.
3. No Remuneration. Because this is a volunteer position, you will not be paid any monetary compensation for your work with us. The benefit that you will receive from volunteering is the experience that you will garner. We will not be responsible for paying or reimbursing any you for expenses incurred unless otherwise expressly agreed in writing, in advance.
4. Not an Employee. Although you will be working with us, and you are welcome to put your volunteer experience on your resumé, you acknowledge that you are an unpaid volunteer, not an employee, and we will have no responsibility whatsoever for making any sort of source deductions or for filing any paperwork related to employment on your behalf.
5. Privacy. While we respect your privacy, you understand that you have no privacy interest in any material stored at our premises, including any data stored on our computers, such as email. We reserve the right to monitor communications made by you using our facilities, and to search and enter all areas of our premises. You hereby consent to the collection, processing, use, transmission and retention of your personal information by us for the purposes of administering and furthering our relationship.
6. Termination. You may terminate your Term with us at any time; we would prefer it if you gave us reasonable notice, so that we can transition your work to someone else. We may terminate your Term with us if you are convicted of a crime involving moral turpitude, if we receive undue complaints about your work or behaviour from our employees, your fellow volunteers, or customers, if you breach this Agreement, or if we no longer require your services in our business.
7. Confidentiality. In performing volunteer work, you will have access to our confidential information – that is, information that we consider to be confidential and wish to remain non-public. You agree that you will:
8. keep all confidential information in strict confidence, taking all necessary precautions;
9. not use, disclose, copy or allow access to any confidential information to anyone unless we expressly allow it; your use of it in any way must be in our interests, not yours or any third party’s; and
10. advise us immediately if you become aware of any theft, disclosure, or misuse of any confidential information by anyone.

If you are in any doubt as to whether information is considered by us to be confidential information, you should either ask us to clarify whether it is, or automatically treat it as confidential information. All confidential information must be returned to us at the end of your Term. This confidentiality obligation shall survive the end of your Term; you must comply with it indefinitely.

1. Intellectual Property. During your Term, you may be creating material for us, or working with material that we have given to you. Even though you may have put work into it, such material is to be considered our intellectual property, and the intellectual property rights in it (such as copyrights, trademarks and patents) belong to us. You therefore assign to [Company] all right, title and interest throughout the world (including without limitation, all patents, trademarks, copyrights, and any other intellectual property and proprietary rights) in and to the materials created by you during or as a result of your volunteer Term, and will do everything necessary, such as signing documentation, to effect this assignment. You also waive any moral rights that you may have in materials you provide to us, including the rights to the integrity of the materials, to be associated with the materials, to restrain or claim damages for any distortion, mutilation or other modification of the materials, and to restrain the use or reproduction of the materials in any context.

Because we need to be sure that we don’t use anything we don’t have a right to use, you agree that, in working with us, you will not use any confidential materials, documents or other intellectual property of any former client or employer, or of any other third party, unless you have first told us about it and received our permission to use it, and you have also obtained written permission to use it for us from the owner of the confidential materials, documents or intellectual property. The contents of this section will apply both during and after the Term.

1. No Liability. While we do not anticipate any danger associated with work that you may perform for us, you acknowledge that you are undertaking this volunteer position at your own risk. You hereby assume full responsibility for, and release, waive, discharge, and covenant not to sue [Company], its owners, officers, agents, employees, volunteers, or any other person or entity in any way associated with your volunteer Term from, liability for any injury to you, your property or your death arising out of or related to your volunteer Term, whether caused by an act of negligence of [Company], its owners, officers, employees, or otherwise. WE WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME OR MONEY, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, EXCEPT TO THE LIMITED EXTENT REQUIRED BY A COURT OF COMPETENT JURISDICTION.
2. Miscellaneous. This Agreement shall be governed by the laws of the Province of Ontario. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed to give the broadest legal interpretation to such provision. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by both parties.

You acknowledge that you have completely read and understand this Agreement and its terms, and understand that you may give up substantial rights by signing it. You also acknowledge that the provisions of this Agreement are fair and reasonable, are not prejudicial to your interests, and are reasonably required for the protection of the interests of [Company] and its business. You have signed it freely and voluntarily without inducement, assurance or guarantee, and after having had the opportunity to ask any questions about the volunteer position and to discuss this Agreement with your legal advisor. **If you are a minor under the age of 18, your parent or guardian must sign this Agreement on your behalf.**

|  |  |  |
| --- | --- | --- |
| [Company] |  | Volunteer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Parent/Guardian (if applicable) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |