

SYDNEY & HOME

BOARD CHARTER

Business name: The Sydney Dogs & Cats Home Incorporated

Trading name: Sydney Dogs & Cats Home

ABN: 16 943 464 585

ASIC: Y3013408

CFN: 16738

Business/Shelter location: 442-446 Liverpool Road, Strathfield South NSW 2136

Business/Veterinary Services location: 442-446 Liverpool Road, Strathfield South, New South Wales, 2136.

Postal Address: 442-446 Liverpool Road, Strathfield South NSW 2136

Phone: 02 9587 9611

Email: info@sydneydogsandcatshome.org

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1. PURPOSE OF CHARTER

- 1.1. The Board Charter sets out the role, composition, and responsibilities of the Board of Directors ("the Board") of Sydney Dogs and Cats Home ("SDCH")
- 1.2. The conduct of the Board is also governed by the Constitution of SDCH, a copy of which is located at www.sydneydogsandcatshome.org

Several operational matters relating to the Board such as number of meetings per year, notification of interests, and election of directors are governed by the Constitution and are not reproduced here.

2. PURPOSE OF THE BOARD

- 2.1. The Board is responsible for providing leadership and direction to SDCH. The purpose of the Board is to:
 - Develop and approve the purpose, values, and strategic direction of SDCH and ensure it is embedded into SDCH operations in collaboration with the SDCH Executive and Leadership team.
 - Scrutinise the performance of SDCH to fulfil required fiduciary duties and enable SDCH to reach its core objectives.
 - Hold the SDCH Executive and Leadership team to account and ensure SDCH abides by laws and regulatory requirements.
 - Foster engagement of the Broader community via the management of the SDCH membership Program
 - Utilise network to promote fundraising activities.
 - Provide specialist advice to the SDCH Executive and Leadership Team.
 - approve operating or business plans and policies.
 - approving the annual report and financial statements
 - approving and monitoring operating budgets and major capital expenditure
 - guide and monitor the management of SDCH in achieving its strategic and financial plans and overall performance via coaching and best practice advice.
 - review, approve and monitor SDCH risk management systems across its business.
 - oversee overall good governance practice.
 - Represent and participate in public relations, projecting a strong and positive image clearing promoting the vision of SDCH, speaking with one voice regarding Board decisions.
- 2.2. The Board, while meeting its responsibilities, is mindful of the organisations mission and the objects of the organisation as embodied in its Constitution.

3. RESPONSIBILITIES OF THE BOARD

- 3.1. The Board has delegated authority for the operations and administration of the organisation to the General Manager (GM)
- 3.2. The functions of the Board are to:
 - 3.2.1. Provide effective leadership and collaborate with the Leadership team in:
 - articulating the organisation's values, vision, mission, and strategies
 - developing strategic (direction) plans and ordering strategic priorities
 - maintaining open lines of communication and promulgating through the organisation and with external stakeholders the values, vision, mission, and strategies
 - developing and maintaining an organisation structure to support the achievement of agreed strategic objectives.
 - 3.2.2. Monitor the performance of the GM against agreed performance indicators.
 - 3.2.3. Review and agree the business (action) plans and annual budget proposed by the Leadership team.

- 3.2.4. Monitor the achievement of the strategic and business plans and annual budget outcomes.
- 3.2.5. Establish such committees, policies and procedures as will facilitate effective discharge of the Board's roles and responsibilities.
- 3.2.6. Ensure, through the Board committees and others as appropriate, compliance obligations and functions are effectively discharged.
- 3.2.7. Initiate a Board self-evaluation program and follow-up action to deal with issues arising and arrange for directors to attend courses, seminars and participate in development programs as the Board judges appropriate.
- 3.2.8. Ensure that all significant systems and procedures are in place for the organisation to run effectively, efficiently, and meet all legal and contractual requirements.
- 3.2.9. Ensure that all significant risks are adequately considered and accounted for by the Leadership Team.
- 3.2.10. Ensure that the organisation has appropriate corporate governance structures in place including standards of ethical behavior and promoting a culture of corporate and social responsibility.
- 3.2.11. has power to perform all the acts and do all things that appear to the Board to be necessary or desirable for the proper management of the affairs of SDCH.

4. MEMBERSHIP AND TERM

- 4.1. The Constitution provides for the total number of Board members is to be 6, plus the General Manager, with the ability to appoint by ordinary resolution up to 2 additional ordinary Board members if the Board deems such persons to possess skills or expertise that would benefit SDCH.
- 4.2. Directors are free from any interest and any business or other relationships i.e.: family members or personal relationships which could, or could reasonably be perceived to, materially interfere with the director's duty to act in the best interests of the organisation.
- 4.3. The office-bearers of SDCH are as follows:
 - (1) the president;
 - (2) the vice-president;
 - (3) the treasurer; and
 - (4) the secretary.
- 4.4. A Board member may hold up to 2 offices (other than both the offices of president and vice-president).
- 4.5. The maximum number of consecutive terms for which a Board member may hold office is 5 terms.
- 4.6. Each member of the Board that is:
 - (1) an office-bearer is to hold office for a period of 2 years until immediately before the election of Board members at the annual general meeting next following the first anniversary date of the member's election, the President and Secretary to be elected in odd numbered years and the Vice President and Treasurer to be elected in even numbered years and is eligible for re-election; or
 - (2) not an office-bearer is to hold office for a period of 1 year until immediately before the election of Board members at the annual general meeting next following date of the member's election and is eligible for re-election.

5. BOARD / GM RELATIONSHIP

5.1. The roles of the President and GM are strictly separated.

5.1.2. The GM is responsible for:

- Implement plans and policies of the organisation as directed and endorsed by the board.
- the efficient and effective operation of the organisation
- leading and supporting the Leadership team to achieve their operational objectives.
- bringing material and other relevant matters to the attention of the Board in an accurate and timely manner.
- Establish a staff structure and hire and train personnel to fill it.
- Perform those functions delegated by the president and the board.

6. MEETINGS

6.1. Meetings will be held at least Bi-Monthly for a duration of 2 hours.

6.2. Meetings will be held virtually, with at least 2 in person meetings per year.

6.3. Email voting may be required for out of session decisions.

6.4. Any 3 members of the Board constitutes a quorum.

7. TIME COMMITMENT

7.1. Board members are expected to attend all board meetings (minimum requirement of 80% attendance) and actively display a passion for the SDCH cause and a commitment to driving SDCH mission and strategies.

7.2. Time commitment expectation is approximately 2 days per month which can be completed outside of standard working hours.

8. BOARD ROLES

8.1. President

The Board President oversees the activities of the board and works as the primary point of contact between the SDCH executive and the board, to ensure the board is informed and that collaboration occurs between the board, the executive, and the membership community.

Primary Duties
Chairs and Attends Board Meetings (Scheduled Bi-Monthly)
Works in consultation with the Board Secretary to prepare board Agendas and Minutes in a timely manner
Conducts regular 1:1 meetings & Coaching sessions with the General Manager (Fortnightly)
Leads performance evaluation of the General Manager (Annual review)
Assists in recruiting qualified new board member candidates
Completes Board Member Induction and manages board member roles and responsibilities, contribution, and inclusion.
Leads performance evaluation of board members, and completes own review (Annual self-evaluation process)
Keeps Board Members Informed of significant events
Acts as the Board's spokesperson internally within SDCH and in the broader community
Completes the Annual President's Report for the Annual General Meeting (AGM) (Yearly)
Recommends the need for sub-committees, committee members and chairs
Participates in the Strategic review as facilitated by the Vice President
Leads engagement with members of the board membership community to actively build support for SDCH
Actively participates in board meetings
Attends at least 80% of all pre-scheduled board meetings
Completes approval of and input into board papers in a timely manner
Support all agreed board decisions.
Perform duties as directed by the constitution, ACNC requirements and the board.

Required Skills
Financial acumen including ability to read and interpret financial statements to fulfill fiduciary duties and hold SDCH to account regarding regulatory and legal requirements
Strategic thinking and planning
Leadership & Collaboration
Risk Management & Governance

8.2. Vice President

The Board Vice-President acts at the back-up to the board President so that the board is not left without leadership. The Vice-President also takes on special projects to assist in the President and Board in areas that require specific attention including the yearly review of the SDCH strategy.

Primary Duties
Attends (and Chairs in the absence of the President) Board Meetings (Scheduled Bi-Monthly)
Conducts regular 1:1 meeting with the General Manager (Monthly)
Contributes to the performance evaluation of the General Manager (Annual review)
Completes own performance evaluation (Annual self-evaluation process)
Leads the annual Strategic review in collaboration with the President, General Manager, Board and Leadership Team members ()
In the absence of the President, Acts as the Board's spokesperson internally within SDCH and in the broader community
Leads at least one initiative or Chairs at least one sub-committees (Annually)
Engages with members of the board membership community to actively build support for SDCH
Actively participates in board meetings
Attends at least 80% of all pre-scheduled board meetings
Completes approval of and input into board papers in a timely manner
Support all agreed board decisions.
Perform duties and functions of the President in the absence of the President

Required Skills
Financial acumen including ability to read and interpret financial statements to fulfill fiduciary duties and hold SDCH to account regarding regulatory and legal requirements
Strategic thinking and planning
Leadership & Collaboration
Risk Management & Governance

8.3. Treasurer

The Treasurer's role is to oversee the financial rigor and financial compliance of the SDCH Board and is the financial officer of the Organisation.

Primary Duties
Attends Board Meetings (Scheduled Bi-Monthly)
Completes the yearly budget in Consultation with the General Manager
Completes the yearly audit in Consultation with the General Manager
Safeguards the assets of the Organisation.
Completes the Annual Treasurer's Report for the Annual General Meeting (AGM) (Yearly)
Maintains control over the receipt and disbursements of the Organisations funds, including authorization of weekly creditor payments and fortnightly payroll.
Contributes to the performance evaluation of the General Manager (Annual review)
Completes own performance evaluation (Annual self-evaluation process)
Participates in the Strategic review as facilitated by the Vice President
Engages with members of the board membership community to actively build support for SDCH
Attends at least 80% of all pre-scheduled board meetings
Actively participates in board meetings
Completes approval of and input into board papers in a timely manner
Support all agreed board decisions

Required Skills
Financial acumen including ability to read and interpret financial statements to fulfill fiduciary duties and hold SDCH to account regarding regulatory and legal requirements
Strategic thinking and planning
Leadership & Collaboration
Risk Management & Governance
Experience in Financial Accounting

8.4. Secretary

The Secretary's role is to help protect SDCH Board commercially and legally and overseas the record management, correspondence, and compliance of the board.

Primary Duties
Attends Board Meetings (Scheduled Bi-Monthly)
Schedules board meetings and creates and distributes board meeting agendas
Takes board meeting minutes and ensures minutes are accurately distributed & approved in a timely manner
Schedules and plans the Annual General Meeting (AGM) including the preparation of Agneda's, Minutes and Board membership voting (Yearly)
Maintains board records to ensure all SDCH board records (including documents and contracts) are stored in a compliant manner
Tracks & maintains board member terms and directorship details
Manages and maintains the SDCH Board Charter
Tracks and maintains the SDCH membership Register, along with management of membership application approvals and renewals.
Monitors for legal compliance and recommends legal advice where necessary
Contributes to the performance evaluation of the General Manager (Annual review)
Completes own performance evaluation (Annual self-evaluation process)
Participates in the Strategic review as facilitated by the Vice President
Engages with members of the board membership community to actively build support for SDCH
Attends at least 80% of all pre-scheduled board meetings
Actively participates in board meetings
Completes approval of and input into board papers in a timely manner
Support all agreed board decisions

Required Skills
Financial acumen including ability to read and interpret financial statements to fulfill fiduciary duties and hold SDCH to account regarding regulatory and legal requirements
Strategic thinking and planning
Leadership & Collaboration
Risk Management & Governance
Excellent Organisational Skills
Understanding of regulatory and legal environment preferred

8.5. Ordinary Member

Ordinary board member roles will rotate in skill set depending on the needs of SDCH at the time. Ordinary members have equal responsibility and ownership for the board's actions and decisions.

Primary Duties
Attends Board Meetings (Scheduled Bi-Monthly)
Leads at least one initiative or Chairs at least sub-committees (Yearly)
Contributes to the performance evaluation of the General Manager (Annual review)
Completes own performance evaluation (Annual self-evaluation process)
Participates in the Strategic review as facilitated by the Vice President
Engages with members of the board membership community to actively build support for SDCH
Attends at least 80% of all pre-scheduled board meetings
Actively participates in board meetings
Completes approval of and input into board papers in a timely manner
Support all agreed board decisions
Required Skills
Financial acumen including ability to read and interpret financial statements to fulfill fiduciary duties and hold SDCH to account regarding regulatory and legal requirements
Strategic thinking and planning
Leadership & Collaboration
Risk Management & Governance
Specialisation Skills for Ordinary Board Members (Rotating depending on need)
Veterinary
Project/Program Management - Construction
Marketing and Fundraising
Technology & Digital

9. BOARD CULTURE

- 9.1. The Board actively seeks an 'engaged culture' which is characterised by candor and a willingness to challenge. Board members must be respectful, honest, and constructive and actively seek out other members' views and contributions. Please refer to **Appendix 1, Code of Conduct**. The SDCH Board culture includes the following attributes:
- always Acting in the best interest of SDCH
 - a healthy and respectful partnership between the board and the Leadership team
 - trust, candor, and open communication between board members
 - thoughtful and productive resolution of issues or disagreements
 - a willingness to address poor board behavior that is negatively impacting the board.
 - fulfilment of obligations and responsibilities in a timely manner
 - Active participation in meetings, committees and other activities executed by the board.
 - Avoidance of conflicts of interest and disclosure of potential conflicts of interest including but not limited to, disclosing an existing or the establishment of a personal relationship with another board or staff member.
 - Promote a positive image of SDCH both internally and externally.
 - Maintain confidentiality regarding sensitive organizational matters.
 - Decisions are accepted and respected.
- 9.2. Board members are expected to come prepared to all Board meetings sub-committees to ensure effectiveness of meeting time.
- 9.3. Board Values:
- The Board serves the community by actively participating in governance and is responsible to SDCH members.
 - Board members are personally accountable for what goes on at the organisation.
 - The Board is responsible for maintaining the organisation's stature in the sector.
 - Board members respect each other, Staff, Volunteers, and members of SDCH.

10. DECISION MAKING

- 10.1. Consensus will be sought wherever possible, resorting to a majority vote when necessary. Consensus-based decision-making encourages open dialogue and collaboration among board members to reach a mutually agreeable solution that considers diverse perspectives. However, achieving consensus may not always be achievable, especially on complex or contentious matters. In such cases, resorting to a majority vote ensures progress while still respecting the views of the minority. Decisions must be accepted and respected.

11. REPORTING

- 11.1. Proceedings of all meetings are minuted and signed by the President or the chairman of the meeting.
- 11.2. Minutes of all Board meetings are circulated to directors and approved by the Board at the subsequent meeting.

12. REVIEW OF CHARTER

- 12.1. The Board will review this charter annually to ensure it remains consistent with the Board's objectives and responsibilities.

13. PUBLICATION OF THE CHARTER

- 13.1. Key features of the charter are to be outlined in the organisation Annual Report and available to SDCH members.

APPENDIX 1

SDCH BOARD MEMBER CODE OF CONDUCT

1. Code of Conduct

- 1.1 The Code of Conduct ('Code') relates to Sydney Dogs and Cats Home Board Members ('Board') and, where relevant, operates in conjunction with other policies relating to minimum standards of behaviour and conduct, the term of appointment to the Board or any Contract for Services.

2. Commencement of the Code

- 2.1 This Code will commence from the date of appointment to the Board. It replaces all other codes of conduct of the Board, if any (whether written or not).

3. Scope

- 3.1 The Code applies to all Board members (including temporary appointments), collectively referred to as 'participants'.

4. Purpose

- 4.1 The Board recognises the importance of a work environment which actively promotes best practice. The purpose of this Code is to describe the standards of behaviour and conduct expected from Board participants in their dealings with staff, customers, suppliers, clients, co-workers, management, and the general public.
- 4.2 The Board expects all Board participants to observe the standards set out in this Code. Compliance with this Code is expected, and non-compliance may result in disciplinary action up to and including the termination of Board appointment or membership with Sydney Dogs and Cats Home.

5. The Code requirements

- 5.1 All Board participants are expected to observe the highest standards of ethics, integrity, and behaviour during their appointment with SDCH. This Code provides an overview of SDCH's fundamental business values. It is by no means exhaustive, but a summary based on standards that underlie business ethics and professional integrity, standards that apply to all Board participants.
- 5.2 As a representative of SDCH, all Board participants are expected to conduct themselves in a professional and courteous manner and observe the following standards of behaviour both internally and externally where the Board participant can be perceived as representing SDCH:
- a) Comply with all laws, policies, procedures, rules, regulations, and contracts.
 - b) Comply with all lawful and reasonable directions from SDCH.
 - c) Be honest and fair in dealings with staff, customers, clients, suppliers, co-workers, management, and the general public.
 - d) Treat staff customers, clients, suppliers, co-workers, company management and the general public in a non-discriminatory manner with proper regard for their rights and dignity. In this regard, discrimination, victimisation, or harassment based on a person's race, colour, religion, national origin, age, sex, sexual orientation, marital status, family responsibilities, pregnancy or potential pregnancy, union membership or non-membership, mental or physical disability, or any other classification protected by law will not be tolerated.
 - e) Promptly report any violations of law, ethical principles, policies, and this Code to the President in the first instance or Vice President thereafter.
 - f) The Board should, in respect of any corporate entity or potential interest, notify the President or Company Secretary immediately.
 - g) The Board will report any actual or perceived conflicts of interest and manage those interests accordingly, which may include being removed from board discussions where those conflicts of interest are discussed.

- h) Attend a minimum of 80% of Board meetings.
- i) SDCH has a legitimate interest in the private activities of Board participants where such activities may bring disrepute upon SDCH in its relationships with customers, clients, suppliers, and the general public at large and may possibly call the Board participant's fitness for continued appointment to the Board or to provide services into question.
- j) Maintain and develop the knowledge and skills necessary to carry out duties and responsibilities.
- k) Observe health and safety policies and obligations and co-operate with all procedures and initiatives taken by SDCH in the interests of work health and safety.
- l) Be truthful in all dealings with persons encountered at the Board. Board participants must not make false or misleading declarations during the performance of their duties or when providing services on behalf of SDCH. A declaration can be misleading if information is omitted or presented in a manner that enables a misleading view of the situation to be formed. This includes failure to comply with reporting requirements and falsifying records and other documents.
- m) Not act for an improper or ulterior purpose to the detriment (whether perceived or actual) of SDCH.
- n) Respect SDCH's ownership of all its property including but not limited to funds, equipment, supplies, books, records, and confidential information (however described).
- o) Maintain during their appointment with SDCH and after the appointment terminates, the confidentiality of any confidential information, records or other materials acquired during the appointment to the Board with SDCH.
- p) Not make any unauthorised statements to the media about SDCH's business.
- q) Do not use inappropriate language in the Board.
- r) Never report for Board engagements in circumstances where there is a risk that you could be affected by or 'under the influence' of illicit drugs or alcohol (e.g., if you have ingested or otherwise taken drugs or alcohol the night before or in the period leading up to your next work period).
- s) The Board should recognise that the primary responsibility is to the company but may, where appropriate, have regard for the interest of other stakeholders of the company.
- t) The Board should not make improper use of information acquired as a director.
- u) The Board should not take improper advantage of the position of director including benefiting their personal position not with SDCH.
- v) The Board should properly manage any conflict of interest by acting with the best interests of the company whilst performing board related duties.
- w) The Board has an obligation to be independent in judgement and actions and to take all reasonable steps to be satisfied as to the soundness of all decisions taken by the board of directors.
- x) Confidential information received by the Board during the exercise of directorial duties remains the property of the company from which it was obtained, and it is improper to disclose it, or allow it to be disclosed, unless that disclosure has been authorised by that company, or the person from whom the information is provided, or is required by law.
- y) The Board should not engage in conduct likely to bring discredit upon the company.
- z) The Board has an obligation, always, to comply with the spirit, as well as the letter, of the law and with the principles of this Code.
- aa) At any public or private event being attending on behalf of SDCH the Board will ensure the act appropriately and consider all safety requirements.
- bb) The Board will member to conduct themselves with respect towards staff and act in a way to achieve the board purpose of being responsible for the overall governance,

management, and strategic direction of the organisation and for delivering accountable corporate performance.

- cc) The Board agrees to work collaboratively as a team and understands that decisions are made in line with the delegation of Authority or as a Board collectively.

6. Breaches of this code

- 6.1 A breach of this Code may lead to disciplinary action including, but not limited to, termination of their appointment to the Board and membership to SDCH or services.

Variations

SDCH reserves the right to vary, replace or terminate this Code from time to time.

Board participant acknowledgement

I acknowledge:

- *receiving the SDCH Board Code of Conduct.*
- *that I will comply with the Code; and*
- *that there may be disciplinary consequences if I fail to comply, which may result in the termination of my appointment to the Board or member with Sydney Dogs and Cats Home.*

Board Member's name: _____

Signed: _____

Date: _____

APPENDIX 2
CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

Between

Sydney Dogs and Cats Home (**the Company**)

and

{INSERT EMPLOYEE NAME & DETAILS EG. ADDRESS OR DOB} (**You**)

BACKGROUND

You acknowledge and agree that during your engagement you will have access to Confidential Information belonging to the Company. You understand and agree to keep such Confidential Information confidential both during and after your engagement on the terms and conditions set out in this Agreement.

1. DEFINITIONS

In this document:

Agreement means this agreement together with any schedules or any amendments made in accordance with this agreement.

Confidential Information is defined as information, regardless of the form or medium in which it is recorded or stored, which relates to all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, technical data, products and all other intellectual property, financial and business information and all other commercially valuable Company information, including client, customer and business contacts, which the Company regards as confidential to it and all copies, notes and records and all related information generated by you during the course of your engagement. Confidential Information excludes, or as the case requires, ceases to include information which is, or becomes:

- (a) available in the public domain or
- (b) required to be disclosed by law.

Parties means the parties to this Agreement, and Party means any one of them.

2. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

2.1. You always agree during or after your engagement with the Company:

- (a) to refrain from directly or indirectly disclosing to a third-party Confidential Information except in the proper course of carrying out your duties
- (b) to not make use of any Confidential Information except in the proper performance of your duties
- (c) to keep confidential all Company Confidential Information and
- (d) to comply with the terms of this Agreement unless otherwise required by applicable laws or regulations.

2.2. You must:

- (a) notify the Company immediately if you become aware of a potential or actual breach of this Agreement or any unauthorised disclosure of Confidential Information
- (b) immediately take all steps reasonably required to prevent or stop the potential or actual breach of this Agreement or any unauthorised disclosure of Confidential Information and
- (c) comply with any direction issued by the Company and provide any assistance reasonably requested from time to time regarding enforcement of this document or any unauthorised disclosure of Confidential Information.

3. SECURITY AND CONTROL

You must:

- (a) establish and maintain effective security measures to safeguard the Company's Confidential Information from disclosure, access or use not authorised by the Company or under this Agreement.
- (b) unless otherwise directed under this Agreement keep Confidential Information under your control and
- (c) Take all reasonable steps to protect the Company's Confidential Information from misuse, loss and from unauthorised access, modification, or disclosure.

4. ACKNOWLEDGEMENTS AND INDEMNITY

- 4.1. You acknowledge that you are aware that any breach of any obligation in this Agreement may result in the Company suffering damage, and that an award of damages may be insufficient to compensate the Company for that breach. Accordingly, in addition to other remedies that may be available, the Company may seek and obtain injunctive relief against such a breach or a threatened breach.
- 4.2. You acknowledge and agree that this Agreement is intended to be for the benefit of the Company and its business.
- 4.3. You acknowledge and agree that the terms of this Agreement are in addition to and not in substitution for or derogation of any duty of confidence imposed upon the Parties generally at law, in equity or under any other agreement, arrangement or understanding already in place between the Parties. Where any inconsistencies in those duties arise, the terms of this Agreement shall prevail.
- 4.4. You agree to indemnify the Company from and against all losses, damages, expenses, and legal costs that the Company may sustain or incur as a result, whether directly or indirectly, of any breach of your obligations under this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

You understand and acknowledge that this Agreement does not transfer any interest in any intellectual property, and that the Company retains (and does not waive) any rights the Company may have in respect of patents, trademarks, copyright, moral rights or other intellectual property or proprietary rights.

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1. Upon the termination of your engagement and at any time requested by the Company you are required to cease using the Company's Confidential Information.
- 6.2. On receiving a notice pursuant to this clause, or upon the termination of your engagement your right to possess or use Confidential Information ceases and you must immediately:
 - (a) return all Confidential Information in your possession or control to the Company.

- (b) destroy and certify in writing to the Company the destruction of all Confidential Information in your possession or control.
- (c) destroy and permit the Company to witness the destruction of all Confidential Information in your possession or control or
- (d) destroy all copies, summaries, notes, or reproductions of all Company Confidential Information in your possession or control.

7. POST-TERMINATION OBLIGATIONS

The obligations of confidentiality under this Agreement continue to apply to you after the termination of your engagement with the Company.

8. WAIVER

The failure of the Company at any time to insist on performance of any provision of this document is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

9. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the state in which you are employed. You agree to submit to the jurisdiction of the courts of that state.

10. SEVERABILITY

The Parties acknowledge and agree that each clause of this Agreement is separate, severable, and reasonable. Should any clause or clauses be held to be unenforceable but would be enforceable if part of the wording of a clause or clauses is deleted, then the provisions contained in each clause shall apply under deletion of the particular words, to make the clause or clauses effective.

11. VARIATION

No variation or modification of this Agreement shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

12. EXECUTION

**SIGNED BY AN AUTHORISED OFFICER OF THE
EMPLOYER**

.....
Authorised Officer

.....
Witness

.....
Title of Authorised Officer

.....
Name of Witness (printed)

.....
Dated

SIGNED BY YOU

.....
Board Member

.....
Witness

.....
Dated

.....
Name of Witness (printed)

APPENDIX 3
VOLUNTEER AGREEMENT

VOLUNTEER AGREEMENT

Between

Sydney Dogs and Cats Home (**the Organisation**)

and

[INSERT VOLUNTEER NAME] (**You**)

Background

The [INSERT VOLUNTEER ROLE DESCRIPTION] is a volunteer position. This means that the volunteer (**the Volunteer**) agrees to perform all tasks assigned on a voluntary basis, of the Volunteer's own free will, and the Volunteer will not receive remuneration for any work that is undertaken under this Agreement.

The Volunteer understands and affirms that this Agreement is not intended to create an employment relationship between the Volunteer and the Organisation either now or any time in the future. Accordingly, the Volunteer agrees that they are not an employee of the Organisation, and the Volunteer is not entitled to remuneration, or any other entitlements associated with employment.

The Organisation and the Volunteer agree that:
position description

[INSERT ROLE DESCRIPTION]
Volunteer hours

The volunteer program is for a fixed period of [INSERT PERIOD] effective from on [INSERT DATE] and terminating on [INSERT DATE] (Volunteer period) unless terminated prior by either party.

The Organisations normal hours of operation are Monday to Friday: 8.00am to 6.00pm, Saturday: 8.30am to 5.00pm and Sunday: 8.30am to 3.00pm.

The Volunteer may be requested to perform their volunteer activities during the organization's normal hours of operation.

The Volunteer's hours of engagement are subject to the agreement between the Volunteer and the Organisation.

what the Volunteer can expect

The Organisation values its Volunteers and endeavors to provide the Volunteer with:

- a full induction, orientation, and any training necessary for the Volunteer's role
- a safe environment to perform the Volunteer's role.
- the provision of suitable tools and equipment by the Organisation for the Volunteer's role
- an Organisation contact, so that the Volunteer can ask questions and receive feedback and support.
- reimbursement for the Volunteer's reasonable expenses associated with the Volunteer's role so that the Volunteer is not financially disadvantaged because of completing the volunteer program at the Organisation and
- insurance to cover the tasks undertaken by the Volunteer under this Agreement.

THE ORGANISATION'S EXPECTATIONS

The Organisation requests that the Volunteer:

- supports the Organisation with its aims and objectives.
- participates in all relevant induction and training.
- understands and complies with the organisations policies and procedures with regards to equal opportunities, bullying and harassment, health and safety, whistle-blowers, and confidentiality [INSERT ADDITIONAL POLICIES].
- behaves appropriately and courteously to Organisation staff, clients, customers, service users and the public, with whom the Volunteer interacts with during the Volunteer's role.
- uses any Organisation property or equipment provided to the Volunteer for the purpose of the task designated to the Volunteer and return these to the Organisation when this Agreement is ended by the parties and
- is honest in the Volunteer's dealings with the Organisation.

confidentiality

The Volunteer acknowledges that during their engagement under this Agreement that the Volunteer will have access to Confidential Information belonging to the Organisation.

The Volunteer agrees that not at any time during (except in the proper course of carrying out the Volunteer's role) or after this Agreement has ended, whether directly or indirectly disclose to a third party or make use of any Confidential Information.

For the purposes of this Agreement, Confidential Information is defined as all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, data concerning the Organisation or any of its related entities or any client of the organization's, finances, operating margins, prospect's lists, and transactions of the Organisation, and any materials provided to the Volunteer by the Organisation, but does not include information in the public domain other than through a breach of an obligation of confidentiality.

Variation

This Agreement is issued without alteration, deletion, or erasure. By signing this Agreement, the Volunteer acknowledges that no verbal variations have been or will be made to this Agreement and any variation must be made in writing and signed by both parties to this Agreement.

**SIGNED BY AN AUTHORISED OFFICER OF
THE ORGANISATION**

.....
Authorised Officer

.....
Witness

.....
Title of Authorised Officer

.....
Name of Witness (printed)

.....
Dated

SIGNED BY YOU

.....
Volunteer

.....
Witness

.....
Dated

.....
Name of Witness (printed)