

MAITS VOLUNTEER AGREEMENT- GRANT TO PROVIDE TRAINING

Specific terms in conjunction with the standard terms and conditions attached herewith formulate this agreement. Nothing contained in this Agreement shall be deemed to constitute or create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other.

SPECIFIC TERMS

1. CHARITY	MAITS (Multi Agency International Training and Support) Queen Anne Mansions 86/87 Wimpole Street London w1G 9RL ("MAITS")
2. VOLUNTEER	Name of Trainee Full Address of Trainee ("You"/"you"/"your")
3. PROJECT	Details of project ("Project")
4. SERVICES	You have agreed to provide your services to Name of place Contact: Name Email: You also agree to share a report on the project and all monitoring and evaluation forms and photographs are per the MAITS handbook. ("Services")
5. ENGAGEMENT PERIOD	Your engagement with the host organisation will commence XXX and will continue until XXX (Covid permitting) unless either terminated before such date or extended beyond such date by either party in accordance with clause 8 of the Standard Terms & Conditions of this agreement. ("Engagement Period")
6. TERMINATION	MAITS will withdraw the offer of grant on rare circumstances, for example change in Foreign and Commonwealth Office advice for travel to the location or the Organisation. If you wish to withdraw volunteering for the project, then you will need to do this in writing to MAITS in accordance with clause 8 of standard terms and conditions of this agreement with the understanding that you we will need to cover any expenses that have been generated on your behalf.
7. PROJECT BASE	When providing the Services locally for the Project your accommodation will be at: <Name> <Address> ("Project Base")
8. TRAVEL, VISAS AND EXPENSES	You are required to make all travel arrangements by yourself. MAITS is not responsible nor liable for any administrative or logistical support.

	<p>MAITS will release the grant on receipt of valid expense claim upon submission of your completed trip report.</p> <p><i>Please refer to MAITS Expenses Policy for details regarding reimbursement.</i></p>
9. INSURANCE	<p>Whilst providing the Services, you should be covered by valid travel and professional indemnity insurance.</p>
10. WORKING WEEK	<p>You will adhere to the working schedule mutually agreed with the host organisation.</p> <p style="text-align: right;">(“Working Week”)</p>
11. REPORTING AND SUPPORT	<p>Whilst providing the Services you will report to:</p> <p>Contact: Email: </p> <p style="text-align: right;">(“Host Organisation”)</p>
12. ADDITIONAL REQUIREMENTS	<p>This Agreement is to be read in conjunction with and includes MAITS’ Safeguarding Policy and MAITS’ Code of Practice for volunteers.</p> <p>You acknowledge that you have read and understood the MAITS’ Safeguarding Policy and the Code of Practice. Further, this agreement is conditional on you successfully clearing all DBS and related checks undertaken by MAITS and obtaining the Documentation.</p> <p>Please ensure that you familiarise yourselves with the safeguarding policy of the host organisation.</p> <p>MAITS is committed to providing equal opportunities and avoiding unlawful discrimination to its staff, volunteers and trainees throughout its operational sites. We advocate for the equal and favourable treatment of individuals irrespective of their gender, marital or civil partnership status, sexual orientation, colour, race, ethnic origin, religion, disability or age. MAITS also strives to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect</p> <p>Before agreeing to this assignment, you will have read the current Foreign and Commonwealth Office advice relating to the Project Base (www.fco.gov.uk), COVID-19 related risks and limitations and have carried out risk assessment for the host country. You acknowledge that you are not obliged by MAITS to travel to the Project Base if you do not wish to and that by signing this agreement, you are consenting to your travel and the provision of Services at the Project Base. MAITS is providing a grant for your project and is in no way responsible for the deliverables and compliance for the project.</p> <p>You agree to ensure that you will follow all COVID safety measures in place at the location of your project and will not travel to any such location which is considered high risk with higher infection rates. It is solely your responsibility to abide by all health and safety regulations.</p> <p>This Agreement incorporates MAITS' Standard Terms.</p>
13. DATE OF AGREEMENT	<p style="text-align: center;">XXX</p>

Signature

Executed and Delivered as a Deed by
Name

Signature

☐ I would be happy to provide remote (Email/Skype) follow-up support to the trainees/ organisation following training.

☐ I consent to my image being used in MAITS promotional and training materials, I understand that these may be distributed worldwide in printed and/or electronic formats.

Name: _____

Signature: _____

Dated: _____

I agree that I have read and understood the Foreign and Commonwealth Office advice relating to the country of my project and agree to this assignment of my own free will, in light of the information given.

In addition, I have researched and read information about travel to the host country and will make my best efforts to abide by the advice. In here doing, I accept that MAITS is not responsible for unforeseen events that may cause me harm.

Name: _____

Signature: _____

Dated: _____

MAITS VOLUNTEER'S AGREEMENT

STANDARD TERMS

1. Composition of Agreement

- 1.1 This Agreement shall comprise four parts: the Specific Terms, the Standard Terms, the Disability and Child Protection Policy and the Code of Practice.
- 1.2 If there is a conflict between the Specific Terms and the Standard Terms, the Specific Terms shall prevail.

2. Working Time

- 2.1 The parties each agree that the nature of the Project is such that your working time cannot be measured or predetermined.

3. Provision of services

- 3.1 You shall provide the Services in a first class manner and to the best of your skill and ability. When providing the Services you will provide all services as are generally and usually rendered by volunteers with your expertise and knowledge.
- 3.2 During the Engagement Period you will provide the Services as efficiently as possible in collaboration with all people and you shall adhere to the rules and regulations of MAITS including the Disability and Child Protection Policy and the Code of Practice.
- 3.5 If you require changes to the commitment dates or services for any reason you shall notify the relevant person as set out in clause 10 of the Specific Terms at least 2 months prior to your departure date for the visit, and provide MAITS with such evidence as MAITS may require.

4. Data Protection

- 4.1 You consent to MAITS holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 2018 relating to you including, as appropriate:
 - (a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;
 - (b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
 - (c) Information relating to any criminal proceedings in which you have been involved in order for MAITS to comply with legal requirements and obligations to third parties and any other information that MAITS may reasonably require.
- 4.2 You consent to MAITS making such information available to other charities in its group and to those who provide products or services to MAITS such as host or partner organisations, advisers, regulatory authorities, governmental or quasi-governmental organisations. You further consent to the transfer of such information to MAITS' contacts outside the European Economic area in order to further MAITS' objectives.

5. Publicity and Promotion

- 5.1 MAITS may issue publicity and advertising in connection with Project and the Services you provide under this agreement by all means and in all media throughout the world in perpetuity.

6. Warranties & Indemnity

- 6.1 You warrant, represent and undertake to and with MAITS that:-
 - 6.1.1 you are fully authorised and entitled to enter into this Agreement;
 - 6.1.2 you are not subject to any obligation or disability that will or might prevent you from complying with and performing all the conditions and obligations to be complied with and performed in this Agreement, however, this shall not include any disability disclosed to MAITS before execution of this Agreement;
 - 6.1.3 the products of the Services will be original, except as to matters in the public domain, and will not infringe the rights of any third party;
 - 6.1.4 you have not done and will not do anything that might or could impair the provision of the Services and that you have no criminal record and that you have not been the subject of an investigation concerning child abuse (in any form);
 - 6.1.5 you shall not incur any liability on behalf of MAITS nor pledge MAITS' credit without MAITS' prior written approval;
 - 6.1.6 you shall not charge any expenses or costs to MAITS without MAITS' prior written approval
 - 6.1.8 you shall exercise all reasonable care during the provision of the Services for your own health and safety and that of other persons who may be affected by your acts or omissions and you shall cooperate as far as it is necessary to ensure that MAITS is able to comply with its legal obligations in relation to the health and safety at work by law;
 - 6.1.9 at the expiration of the Engagement Period, you shall share with MAITS all photographs, plans, files, training materials, presentation, documentation related to the services provided and any other effects developed while volunteering with MAITS which are then in your possession or under your control;
 - 6.1.10 you shall not use or be under the influence of alcohol or controlled substances while you are rendering the Services under this Agreement and you shall not do anything which could or would invalidate any of MAITS' insurance policies taken out in connection with you and/or the Project; and

6.1.11 you shall comply with all terms and conditions of MAITS' insurance policies at all times and no do anything that could bring MAITS into disrepute.

6.2 You indemnify and shall keep MAITS indemnified, from and against all claims, demands, actions, proceedings, costs, damages, losses and expenses, which shall include legal costs, expenses and VAT whether suffered or incurred directly or indirectly by MAITS or any compensation paid or agreed to be paid by MAITS to any third party or arising out of any breach, non-performance or non-observance of any of the covenants, warranties, representations, undertakings and agreements given by you that are contained or implied in this Agreement.

7. Confidentiality

7.1 You shall not, other than to your professional advisers, without MAITS' prior written consent, make any statement, announcement or give any information directly or indirectly relating to the Services, the Project, this Agreement, the internal affairs of MAITS to any journalist, critic or correspondent of any newspaper or publication or other member of the media or to any person, by whom or in circumstances in which the repetition or publication of any statement, announcement or information might reasonably be anticipated.

7.2 You shall not at any time do anything detrimental to or say anything detrimental about the Project, the Services, MAITS or any persons involved in or associated with the Project.

8. Suspension and Termination

8.1 MAITS shall have the right, by written or oral notice, either to suspend or terminate your grant with immediate effect without compensation by reason of your default under this Agreement, or an event of force majeure, without prejudice to any other claim or right that MAITS may have against you and to MAITS' entitlement to the rights granted under this Agreement including the rights in the products of the Services in this Agreement.

8.2 This Agreement shall terminate at the end of the Project. Furthermore, You shall be entitled to terminate this Agreement due to force majeure for which a valid proof shall be required. MAITS is not liable to cover any expenses if the project is terminated for any reason whatsoever.

8.4 If You terminate the Agreement whilst you are performing the Services at the Project Base, MAITS shall not be responsible for any expenditure in connection with returning You and/or your belongings to the UK.

9. Miscellaneous

9.1 Any concerns or comments relating to this Agreement or the Project should be raised with MAITS to the relevant person in clause 10 of the Specific Terms.

9.2 All Rights granted in this Agreement shall be irrevocable under all circumstances and shall not be subject to reversion, rescission, injunction or other equitable relief in the case of any breach of this Agreement by MAITS. Your remedies shall be limited to an action at law for damages, if any, actually suffered by you.

9.3 You will be a volunteer and nothing in this Agreement shall render you an employee, worker, agent or independent contractor of MAITS and you shall not hold yourself out as such.

9.4 You shall be fully responsible for and indemnify MAITS against any liability, assessment or claim for: (i) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and (ii) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against MAITS arising out of or in connection with the provision of the Services. MAITS may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

9.5 All notices required to be served under this Agreement shall be in writing and may be served by personal delivery, facsimile or by first class post on the parties at their addresses set out in the Specific Terms.

9.6 No waiver by the parties of any failure by them to perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition of this Agreement.

9.7 If any clause or any part of this Agreement or its application to any party shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, this judgment shall not affect the remainder of this Agreement, the terms of which shall remain in full force and effect.

9.8 This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s) relating to the subject matter and may be varied only in writing signed by the parties.

9.9 The laws of England shall govern this Agreement and the English courts shall have exclusive jurisdiction.

9.10 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.

10. INTELLECTUAL PROPERTY

10.1 You hereby assign to the Charity all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, You hold legal title in these rights and inventions on trust for the Charity.

10.2 You undertake:

- 10.2.1 to notify to the Charity in writing full details of any Inventions promptly on their creation;
- 10.2.2 to keep confidential details of all Inventions;

10.2.3 whenever requested to do so by the Charity and in any event on the termination of the Engagement, promptly to deliver to the Charity all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of Your creation which are in Your possession, custody or power;

10.2.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Charity; and

10.2.6 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Charity.

10.3 You warrant to the Charity that:

10.3.1 You have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

10.3.2 You are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

10.3.3 the use of the Works or the Intellectual Property Rights in the Works by the Charity will not infringe the rights of any third party.

10.4 You agree to indemnify the Charity and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Charity, or for which the Charity may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by You to the Charity during the course of providing the Services.

10.5 You waive any moral rights in the Works to which You are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes Your moral rights.

10.6 You acknowledge that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to You.

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