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19 March 2010

INSERT

Dear INSERT

Thanks for deciding to work with us on the project detailed in the attached schedule (Project).

Our motto is that we do things *with*, not *to* or *for* Aboriginal and Torres Strait Islander people. You will be in control throughout the project. We will help you design the project and find suitable volunteers to work with you on it. More information about us is at www.icv.com.au.

This letter provides details of the respective rights and obligations of you and ICV concerning the Project. The volunteer you choose will be asked to sign a similar agreement with ICV.

By signing this letter we enter into a binding agreement. Accordingly, please read this letter carefully and contact us if you have any queries. Once you are happy with it, please sign and date the letter, keep a copy for yourself, and send a copy back to us. Please ensure that you have your signature witnessed.

1. Things You Agree To Do

You agree to:

- a) Work to ensure active community participation in the Project;
- b) Nominate an Aboriginal or Torres Strait Islander person as a cultural mentor for the volunteer to guide and assist the volunteer in resolving any issues that arise;
- c) Unless otherwise agreed with the volunteer and/or us, provide suitable accommodation for the volunteer that ensures their privacy and security;
- d) Look after the volunteer and take all reasonable steps to ensure their personal safety and security during the Project(s) and advise ICV immediately if you consider the personal safety of the volunteer is at risk; and
- e) Assist ICV to report on the outcomes of the Project.

2. Things We Agree To Do

We agree to take reasonable steps to ensure that:

- a) each volunteer is aware of the Project requirements and has the time and skills to undertake it;
- b) each volunteer has completed our volunteer preparation program and is aware of local protocols and conditions;
- c) we advise you of any criminal convictions that the volunteer might have that could make them unsuitable for the Project; and
- d) we remain in contact with you to monitor the Project's progress.

3. Costs

Other than any costs incurred in providing suitable accommodation for the volunteer (where applicable) and provision of all materials necessary for carrying out the Project, there are no other costs to you in relation to ICV's services on the Project.

4. Project Outcomes

As the Project has been designed with you, is undertaken at your request, and will be implemented by you with the volunteer, ICV expects that you will work closely with the volunteer to achieve its outcomes. While we strive to find suitable volunteers for you and assist with the Project's design and monitoring, ultimately it is your Project and you are responsible for its outcomes.

5. Limits of Liability

You acknowledge and agree that:

- a) You have made enquiries regarding the suitability, experience and background of the volunteer and have satisfied yourself in relation to those things;
- b) You have all proper insurances (including but not limited to public and third party liability) in respect of property the volunteer may come in contact with (and will provide suitable evidence of those insurances upon request by us); and
- c) You undertake the Project at your own risk and will not bring any claim or action against us in respect of any matter arising out of the Project or the actions of us or the volunteer. This includes (but is not limited to) the unsuitability of the volunteer or non-achievement of Project Outcomes.

6. Commencement and Termination

This agreement commences on the day it is signed or the day the volunteer arrives in the community (whichever occurs first).

This agreement ends:

- a) When the Project is completed and the volunteer leaves the community; or
- b) By either you or us giving in writing at least one day of notice about terminating the agreement.

Irrespective of the termination of this agreement the provisions of clauses 5, 6, 7 and 9 survive and remain in full force and effect.

7. Sharing information with others

You and we can disclose or share with others information about the Project unless:

- a) Any law or regulation prohibits such disclosure or sharing; or
- b) The disclosure concerns personal information; or
- c) The disclosure is of confidential information concerning any of the financial position, strategy, administrative procedures or processes of either ICV or the Project.

Each of us will use reasonable endeavours to consult prior to any such disclosure or sharing.

8. Reports

a) Final Report

ICV will assist you to complete (either verbally or in writing) a brief project impact report within 30 days of the Project's completion.

b) Additional Reports

Where an issue arises that may affect the Project or its ultimate outcomes, we ask that you advise us ASAP. This could include:

- unsuitability of the volunteer;
- community difficulties (death, dispute or other issues);
- unavailability of community members who were to participate in the Project;
- risks to the personal safety of the volunteer;
- any injury suffered by the volunteer or member of the Community during the term of this Project; or

any other event that is likely to unfavourably reflect on us, you or the volunteer.

9. Dispute Resolution

All reasonable efforts must be taken in good faith by you and us to resolve any disputes which arise in connection with this agreement.

10. Applicable Law

The laws applicable to this agreement are the laws of the Australian Capital Territory.

11. Notices

Any notice required under this agreement is to be sent to the following address:

- a) If to Indigenous Community Volunteers – at the address set out on the letterhead.

b) If to you – at the address set out on the front of this letter:
(A party may change the address for notices by giving written notice to the other party).

Yours faithfully

INSERT
Regional Manager - INSERT

I agree to the terms and conditions set out in this letter including all attachments.

Date:.....

.....
Signature of Authorised Officer

.....
Witness Signature

.....
Print Name

.....
Print Name

INSERT PROJECT SCHEDULE