



Community Volunteering Arrangement

Standard terms

NAB Volunteering

Since 1998, we've given our employees at least two days each year to volunteer their time and talents to support communities. Volunteers can provide invaluable assistance to build further capacity within your organisation and deliver critical work in the community. Whether you need general or skilled volunteers, individuals or groups, our leading employee volunteering program can assist in supporting your needs.

This document sets out the standard terms for community volunteering arrangements between NAB and charitable and other community organisations such as yours. It covers arrangements that are both skilled and non-skilled in nature.

With all NAB volunteering, please be aware that:

- while we'll use reasonable endeavours to make NAB employees available for your proposed volunteering activities (including skilled volunteering opportunities for employees with a particular skill set), it's at our sole discretion as to whether the activities are appropriate and whether our employees will participate;
- NAB will not facilitate any volunteering that involves (a) legal advice or assistance, (b) taxation advice, or (c) financial product advice and dealing in financial products; and
- once a volunteer activity or session has been arranged, if you want to cancel it, you must give us written notice at least 5 business days before it is scheduled to take place.

To formalise the volunteering arrangement between your organisation and NAB, please confirm your organisation's agreement to the Community Volunteering Arrangement Standard Terms (which commence on the next page) by returning a signed copy of this page to NABNeighbourhood@nab.com.au

This agreement commences on the date it is signed by you.

Signature

Name:

Title:

On behalf of:

Dated:

NAB Community Volunteering Arrangement Standard Terms

Capitalised terms have the meaning given in the main body of this agreement, and in clause 10 below.

References to “you” or “your” means the party entering into this volunteering arrangement with NAB, and “NAB”, “we” or “our” means National Australia Bank Limited

1 Your responsibilities

1.1 General

You must:

- (a) ensure that you operate your business in accordance with all relevant Laws, and comply with NAB’s Supplier Sustainability Principles’ contained on NAB’s [website](#).

You must promptly notify NAB of your violation of any Laws or failure to comply with any of the Supplier Sustainability Principles;

- (b) only involve NAB Employees in activities notified to NAB in advance;
- (c) not involve NAB Employees in any activities that:
- (i) are contrary to any Laws;
 - (ii) are immoral or unacceptable according to normal community standards;
 - (iii) are not consistent with NAB’s Sustainability Policy, available at: <https://www.nab.com.au/about-us/sustainability/reporting-policies-approach/policies-resources>;
 - (iv) support political lobbying;
 - (v) cause environmental harm;
 - (vi) support a religious organisation to promote their faith;
 - (vii) are of a direct fundraising nature that require NAB employees to collect funds from the general public;
 - (viii) involve NAB Employees driving as part of the volunteer opportunity;
 - (ix) involve NAB Employees taking volunteer leave for activities outside of Australia; or
 - (x) are in violation of the intellectual property rights of any third party; and
- (d) not do anything to harm NAB’s good name or reputation.

1.2 Safety & Supervision:

You must:

- (a) comply with all laws applicable to workplace health and safety, anti-discrimination and harassment;
- (b) ensure that you have an operational COVIDSafe Plan in place;
- (c) ensure that NAB Employees do not undertake volunteering activities/tasks that are likely to be high risk or inherently dangerous in nature to either NAB Employees or other persons. Examples of high risk activities include:
- (i) opportunities that involve direct unsupervised contact with children (where the NAB Employee does not hold a working with children check or police check);

(ii) adventure activities such as abseiling, hiking or sailing;

(iii) direct contact with elderly or disabled persons without appropriate training or supervision;

(iv) opportunities at dangerous locations such as construction sites, remote areas, working from a height or areas susceptible to extreme weather;

(v) opportunities requiring NAB Employees to place themselves at risk of harm or injury; and

(vi) undertaking activities where NAB Employees do not have the necessary skills required to perform the tasks safely (e.g. using power tools);

- (d) ensure that the volunteering activities/tasks to be undertaken by NAB Employees and the locations in which the activities/tasks will be performed are safe;
- (e) advise NAB Employees volunteering with you of any hazards and of the processes, procedures and safe work practices relevant to the volunteering activities/tasks they will perform;
- (f) promptly notify NAB if any NAB Employees are injured during the provision of the volunteering services, by providing details including the name of the employee and details of the injury, including, without limitation, when the injury occurred, how the injury occurred and what medical treatment (if any) was provided.

1.3 Training and Supervision

You agree to ensure that NAB Employees volunteering with you will be given training and supervision during the provision of the volunteering services appropriate to tasks being performed.

2 Insurance

You agree to maintain public liability insurance for no less than \$10 million per event and in annual aggregate, and must provide a certificate of currency to NAB where NAB requests (acting reasonably).

3 Liability and Indemnity

3.1 Disclaimers and liability

You acknowledge that NAB Employees are providing assistance on a voluntary basis under your control and direction. As a result, you acknowledge that (to the extent permitted by law):

- (a) all volunteering activities performed by NAB Employees are provided on an “as is” and “as available” basis;
- (b) NAB makes no representations or warranties regarding (i) the skills, knowledge or experience of NAB Employees, or (b) the quality or accuracy of the NAB Employees’ activities, recommendations or advice;
- (c) You agree that NAB and each NAB Employee will not have any liability for any Loss that you suffer or incur as a result of:
- (i) any volunteering activities or tasks performed by NAB Employees; or

- (ii) your reliance on any advice or recommendations provided by NAB Employees volunteering with you,

[except that NAB may be liable to the extent such Loss is caused by the fraud or misconduct of NAB and/or a NAB Employee.]

To the extent any legislation (eg Australian Consumer Law) provides for any rights or remedies which cannot lawfully be excluded, you acknowledge that we limit our liability (to the extent permitted by law) to the re-supply of the voluntary activities.

3.2 Indemnity

You indemnify NAB and NAB Employees from any Loss resulting from or in connection with NAB Employees undertaking volunteering activities with you under your control and direction, except that NAB may be liable to the extent such Loss is caused by the fraud or misconduct of NAB and/or the NAB Employee.

4 Intellectual Property

4.1 Pre-existing IP

- (a) Each party retains ownership of its pre-existing intellectual property rights (**Pre-existing IP**), and nothing in this agreement transfers any ownership rights in the Pre-existing IP to the other.
- (b) To the extent necessary for the NAB Employees to perform their volunteering activities, you grant to NAB Employees a non-exclusive, non-transferable licence (for the duration of their activities) to use your Pre-existing IP for those activities.

4.2 Developed IP

- (a) To the extent a NAB Employee makes any improvement, enhancement or update to your Pre-existing IP in the course of the volunteering activities (**Improvements**), the Intellectual Property Rights in those Improvements vest in you immediately upon their creation.
- (b) To the extent a NAB Employee creates any newly developed intellectual property rights (which are not Improvements) in the course of the volunteering activities (**New IP**), the parties agree that (except to the extent agreed otherwise in writing):
 - (i) the New IP is jointly owned by each of you and NAB; and
 - (ii) each party may use the New IP for its business purposes without prior written consent of the other (provided any Confidential Information of the other party is removed from the New IP).

4.3 Use of name and trademarks

Neither party may use the other's name or trademarks for any purpose without the other's prior written consent. Nothing in this agreement transfers any intellectual property rights in the other's name or trade marks.

5 Privacy

- (a) Each party must comply with all Privacy Laws in relation to all Personal Information provided by the other.
- (b) Any Personal Information of NAB Employees which we provide to you must only be used for your internal business purposes directly relating to the volunteering activity. You must not transfer or

disclose any Personal Information of a NAB Employee outside Australia without our prior written consent.

- (c) Each party must notify the other Party promptly if it becomes aware of any data or security breach in relation to the other party's Personal Information, and must reasonably co-operate with the other party in responding to that breach.

6 Confidential Information

- (a) Each party must (i) take reasonable steps to protect and preserve the confidential nature of the other party's Confidential Information and not to disclose it to any unauthorised third party; and (ii) only use the other's Confidential Information for purposes directly relating to the volunteering activities.
- (b) A party may disclose Confidential Information to the extent required by law, provided that it (to the extent permitted by law) gives reasonable notice to the other party of this disclosure request (to give the other party an opportunity to object to or limit such disclosure).

7 Records, Reports & Audits

- (a) **(Records & Reports)** You agree to provide to NAB any information, including regular reports, that NAB reasonably requests about NAB Employees' volunteering activities with you, such as feedback on the volunteering activities undertaken, and the NAB Employees engaged in such volunteering activities. You also agree to keep reasonable records about these activities.
- (b) **(Audits)** To the extent NAB reasonably believes you have breached this agreement (in particular in relation to your obligations in clause 1), or where NAB is required by a regulatory body, NAB may at its cost, audit your facilities and records to the extent reasonably necessary for that purpose (including speaking with your personnel).
- (c) NAB will use reasonable endeavours to ensure that the audit does not interfere with your business operations, and NAB agrees that you may impose reasonable controls on your conduct of the audit (eg requiring compliance with your IT security policies). You agree to give the auditors full co-operation and reasonable access to your premises and relevant records.

8 Term and Termination

- (a) Either party may terminate this agreement by:
 - (i) giving the other party 30 days prior written notice;
 - (ii) giving written notice if the other party is or becomes insolvent (as defined in the *Corporations Act 2001* (Cth) and it is reasonable for us to terminate to manage a material and immediate risk; or
 - (iii) giving written notice if the other party breaches a term of this agreement that is not capable of remedy, or that is not rectified within 30 days of giving notice, providing a reasonable notice period of such termination.
- (b) We may terminate this agreement (including any volunteer engagement) immediately by giving written

notice to you if you breach any of your obligations under clauses 1.1 and 1.2.

- (c) On termination, each party must return or destroy the confidential information of the other party.

9 General

- (a) **(Public statements)** Each party must not make a public statement about this volunteer relationship, without prior written consent of the other.
- (b) **(Legal Relationship)** Nothing in this agreement gives rise to any relationship of agency, partnership, joint venture or employment.
- (c) **(Assignment)** You may not assign or novate any of your rights or obligations under this agreement without our prior written consent, which will not be unreasonably withheld having regard to NAB's legitimate business interests.
- (d) **(Survival)** Termination or expiry of this agreement will not affect any obligations which by their nature are continuing obligations.
- (e) **(Governing Law)** This agreement is governed by the laws of Victoria, Australia.

10 Definitions and Interpretation

10.1 Definitions

The following definitions apply:

CovidSafe Plan means a list of health and safety actions that demonstrate how an organisation will manage COVID-19 safety at the workplace.

Confidential Information means all information of a party that by its nature is confidential (including the terms of this agreement). However it will not include any information which is (a) lawfully received from a third party; or (b) lawfully in the possession of the other as at the date of this agreement;

Laws means any legislation or other law, code of practice, guidelines, standards or request issued by relevant regulators, authorities or industry bodies insofar as they relate to your business or otherwise apply to you.

Loss means all claims, losses, liabilities, damages, costs and expenses (including reasonable legal costs).

NAB Employees means employees, officers, agents and contractors of NAB or a NAB group company.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Laws means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information, and includes the Privacy Act 1988 (Cth), SPAM Act 2003 (Cth) and Do Not Call Register Act 2006 (Cth).

10.2 Interpretation

Unless the contrary intention appears in these terms (a) a word importing the singular includes the plural and vice versa; (b) a reference to a party includes that party's successors and permitted assigns and substitutes; and (c) references to "including" shall be construed as "including, without limitation.