**General Instructions for Volunteers**

My attention has been drawn to the following guidelines and I undertake to abide by them:

1. Voluntary Commitment

While volunteering is an act of freely giving, a good level of commitment is needed in order to deliver acceptable results to the beneficiaries we have collectively committed to. Volunteers should therefore see through the assignments they have been entrusted with.

1. Prevention of Corruption

Volunteers cannot ask for or accept any gratification as encouragement of a reward for:

(a) performing or not performing any project task; or helping to get done, hasten, delay, hinder or prevent any project task; or

(b) helping to get or to prevent the giving of any contract or advantage to any person.

1. Conflict of Interest

Volunteers should refrain from any activity that might result in a conflict of interest, or the appearance of a conflict of interest. In the event that there is potential conflict of interest or in doubt, volunteers must declare it to [insert groundup name].

1. Confidentiality of Official Documents and Information

Volunteers understand and agree that all [insert groundup name]’s Confidential Information (as defined in Annex A) acquired during the course of the volunteer’s duties must be kept secret and confidential, including and (without limitation) any personal data (as defined in s 2(1) of Singapore’s Personal Data Protection Act 2012 (No. 26 of 2012) (“PDPA”)).

Volunteers shall, on request by [insert groundup name], return to [insert groundup name], or delete and/or destroy, all Confidential Information from any reusable material and return or destroy (as the case may be) all other documents and tangible items which contain or refer to any Confidential Information and which are in such volunteer’s possession or under such volunteer’s control.

Volunteers shall sign all such confidentiality/non-disclosure undertakings as may be required by [insert groundup name] from time to time. [insert groundup name] may take appropriate action against volunteers or ex-volunteers who breach such confidentiality obligations and restrictions.

The obligations to maintain confidentiality and secrecy described above shall survive the termination of this volunteer relationship for any reason.

1. No Liability

The Volunteer hereby agrees to release and forever discharge and hold harmless [insert groundup name] from any and all liability, claims and demands of any kind which arise from the services provided by the Volunteer to [insert groundup name] or projects or assignments arranged by [insert groundup name].

1. Avoid Misrepresentation

Volunteers must avoid misrepresentation at all times. They should clearly state that they are volunteers for [insert groundup name] and not staff of [insert groundup name] in their interactions with external parties and shall not hold themselves out as such. Volunteers are not in the position to commit to any agreement on behalf of [insert groundup name].

1. Grievance Management

Volunteers should exercise discretion, professionalism and respect for colleagues, associates and stakeholders. If a volunteer has any grievance, he/she should bring the matter up to the Volunteer Manager or the Team Lead. If it is unresolved at this level, he/she can report it to the Management if necessary.

1. General Conduct

Volunteers are expected to carry themselves appropriately at all times. Misconduct and criminal offences may warrant the notification of the police or immediate involuntary termination. [insert groundup name] reserves the right to carry out its disciplinary and inquiry procedures if the volunteer’s actions are contrary to [insert groundup name]’s interest and affect the good name of [insert groundup name].

1. Return of Organisation Assets

Volunteers may be provided with organisation assets of [insert groundup name] in order to perform their voluntary service. At the end of the voluntary service, volunteers should return all such properties to [insert groundup name].

1. Personal Data Protection Act

By signing this volunteer application form, volunteers agree to the collection, use and/or disclosure of their personal data by [insert groundup name] for the following purposes:

1. Contacting volunteers regarding their work with [insert groundup name];
2. Administering and maintaining volunteer records;
3. Contacting volunteers about future volunteering opportunities;
4. Providing information to governmental and quasi-governmental bodies to comply with relevant laws, regulations, codes of practice, and guidelines;
5. Carrying out billing, accounting, auditing and the maintenance of proper book-keeping; and
6. Any other purpose directly related to the above.

Volunteers may contact [insert in-charge’s name] at email: [insert email address] for any clarifications on the collection, use and/or disclosure of their personal data.

|  |  |
| --- | --- |
| Name of Volunteer: |  |
| Signature / Date: |  |
| Name of Volunteer Manager / Supervisor: |  |
| Signature / Date: |  |

**Annex A**

**Proprietary and Confidential Information**

Volunteers must treat all official documents, papers and information in any media or format that he prepares or receives in the course of duty, as confidential. The volunteer is aware that in the course of his volunteering, he will have access to and be entrusted with information in respect of the business and operations of the organisation and its dealings and affairs, all of which information is or may be confidential.

Volunteers are strictly prohibited from disclosing, publishing, copying, translating or reproducing any Confidential Information (or allowing others to do so) except (and only to the extent) as authorised by [insert groundup name] or required by their duties or by law.

“Confidential Information” shall mean any information acquired by a volunteer or to which such volunteer had or was given access in the course of his or her volunteering and which:

a. is a trade secret of [insert groundup name] or is otherwise the confidential property of [insert groundup name];

b. relates to any client, business partner or other contact of [insert groundup name];

c. relates to any business relationship, arrangement, contract or transaction between [insert groundup name] and any party;

d. was acquired by the volunteer under a duty of confidentiality; or

e. includes any personal data, as defined in [insert groundup name]’s Privacy Policy,

whether represented in written, tangible, electronic or any other form. Confidential Information shall include (but is not limited to) ideas, business plans, procedures, systems, inventions, algorithms, formulas, development, databases, electronic reproductions and transmissions, software programs (including the “look” and “feel” of such programs, source codes and object codes), research, technical or other representations, documentation, diagrams and flow charts, schedules, forecasts, strategies, marketing plans, terms of trade, customer lists, contact lists, business partner lists, business methods, rates of pay and benefits of employees, information relating to the financial performance, affairs, operations, business methods and/or work systems of [insert groundup name], and the existence of and details of the terms of any contracts between [insert groundup name] and any third party, together with any information or materials not listed above but which are confidentially disclosed by [insert groundup name] or any client to the volunteer.

Volunteers shall not (except in the proper performance of their duties) during or after the period of their volunteering, divulge to any person any trade secret or Confidential Information concerning the business or operations of the organisation or any of its suppliers, agents, distributors or customers.

A volunteer shall, on request by [insert groundup name], return to [insert groundup name], or delete, all Confidential Information from any reusable material and return or destroy (as the case may be) all other documents and tangible items which contain or refer to any Confidential Information and which are in such volunteer’s possession or under such volunteer’s control.

These confidentiality obligations and restrictions shall remain effective and continue to apply after termination of each volunteer’s volunteering with [insert groundup name], but shall cease to apply to any information or knowledge which may come into the public domain other than by any breach of these obligations and restrictions.

Volunteers shall sign all such confidentiality/non-disclosure undertakings as may be required by [insert groundup name] from time to time.

[insert groundup name] may take appropriate action against volunteers or ex-volunteers who breach such confidentiality obligations and restrictions.

All records, notes, emails, memoranda, documents including accounts, drawings and private notes or any trade secrets or Confidential Information in any medium (whether written, printed, softcopy or otherwise) concerning [insert groundup name] or its operations or any of its suppliers, agents, distributors or customers which are acquired, received or made by a volunteer during the course of volunteering shall be the property of [insert groundup name] and shall under no circumstances be destroyed, discarded, defaced or deleted and shall be surrendered to the Volunteer Manager or someone duly authorised by [insert groundup name] at the termination of the volunteering of such volunteer or at the request of [insert groundup name] at any time during the course of volunteering.

*(Note: to be used only if confidential materials will be shared / used)*

**Non-Disclosure Agreement**

This Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) between [insert groundup name] of [insert groundup’s address, if available] and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“Volunteer”).

This Agreement is intended to facilitate the disclosure by [insert groundup name] of Confidential Information (as hereinafter defined) to the Volunteer in furtherance of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] [insert short description of the discussions between the parties or the contract under which the Volunteer will provide services to you,] (“Purpose”) and the Volunteer has agreed to accept the Confidential Information on the terms of this Agreement.

**THE PARTIES AGREE** as follows:

* + 1. In this Agreement, “Confidential Information” shall include (i) all information of whatever kind or nature which [insert groundup name] provides (or is provided on behalf of [insert groundup name]) to the Volunteer or is made available to the Volunteer, under the circumstances surrounding disclosure ought reasonably to be treated as confidential by the Volunteer and/or is proprietary to [insert groundup name] including without limitation, all discussion between the Volunteer and [insert groundup name] pursuant to and relating to the Purpose, whether in tangible or intangible form, disclosed by [insert groundup name] to the Volunteer.

Confidential Information shall not include information which:

(i) becomes generally available to the public through no fault of the Volunteer;

(ii) is, prior to its initial disclosure hereunder, in the possession of the Volunteer;

(iii) which was known to the Volunteer prior to receipt from [insert groundup name];

(iv) is acquired by the Volunteer from any third party without any restrictions on its use or disclosure or breach of any obligation of confidentiality; or

(v) that is independently developed by the Volunteer without use of the Confidential Information.

* + 1. Any Confidential Information disclosed pursuant to this Agreement shall be retained in confidence by the Volunteer and used only for the Purpose. Confidential Information may be disclosed only to employees or consultants of the Volunteer who have a need to know. Any consultant of the Volunteer who receives Confidential Information under this Agreement shall be similarly bound in writing to the terms of this Agreement. The Volunteer shall be liable for any breach of this Agreement by any of his employees, advisors and agents, consultants, or any other personnel (“Representatives”). The Volunteer shall use the same degree of care in relation to the Confidential Information, as he uses to protect his own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorised use, dissemination or publication of the Confidential Information.
    2. Unless otherwise agreed in writing, the Volunteer agrees that: (i) such Confidential Information shall not be disclosed, permitted to be disclosed or otherwise utilised in any manner whatsoever, in whole or in part and shall procure that its Representatives shall not do the same, and (ii) it shall and shall procure that is Representatives shall only use the Confidential Information for the purposes of the Purpose only.
    3. The obligations of confidence set forth in this Agreement shall extend to any Representatives of the Volunteer that have received such Confidential Information.
    4. The Volunteer shall notify [insert groundup name] immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this Agreement by the Volunteer and/or any of its Representatives, and will cooperate with [insert groundup name] in every reasonable way to assist [insert groundup name] to regain possession of the Confidential Information and prevent its further unauthorised use or disclosure.

6. To the extent that the Confidential Information contains any Personal Data (as defined in Singapore’s Personal Data Protection Act 2012 (Act 26 of 2012) (“Act”), the Volunteer shall comply with all applicable Data Protection Laws in respect of the Volunteer’s collection, use, disclosure or processing of such Personal Data. "Data Protection Laws" shall refer to the Act, as the same may be modified, adapted or supplemented from time to time, and all other applicable laws, regulations, and official interpretations thereof pertaining to Personal Data, personally identifiable data or privacy.

7. This Agreement shall come into effect on the Effective Date but may be terminated by either party at any time upon 30 days’ written notice. Notwithstanding termination, all obligations hereunder shall continue for 5 years from the date of termination.

8. If the Volunteer is required to disclose Confidential Information pursuant to applicable law, statute, regulation or court order, the Volunteer will give [insert groundup name] prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or an appropriate remedy. If, in the absence of a protective order, the Volunteer determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

9. All Confidential Information disclosed under this Agreement shall remain the exclusive property of [insert groundup name], and nothing contained herein shall be construed as a grant, express or implied or by estoppel, of a transfer, assignment, licence, lease of any right, title or interest in the Confidential Information.

10. Upon the completion or termination of the Purpose, or at any time within 14 days of receipt of a written request from [insert groundup name], the Volunteer shall not make further use of the Confidential Information and shall return all of the Confidential Information to [insert groundup name], including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of [insert groundup name] and certify the same have been destroyed.

11. By signing this Agreement, the Volunteer is taken to have understood [insert groundup name]’s role as a facilitator for the relevant activities that the Volunteer will engage in, and indemnifies [insert groundup name] and their respective officials, servants, representatives and agents from and against all actions (including but not limited to third party actions), proceedings, suits, liabilities, claims and damages, costs and expense (including but not limited to the expense of consultants and legal advisors and counsel), demands, penalties, fines, judgments, awards or damages which may arise out of (but not limited to) the Purpose, and the Volunteer’s and/or its Representatives’ failure to perform or comply with, or breach of, any one or more of the terms of this Agreement.

12. If for any reason any provision or part thereof of this Agreement is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.

13. This Agreement will be binding upon the successors and assigns of the parties.

14. The failure of [insert groundup name] to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of [insert groundup name] to enforce any subsequent breach of such term.

15. This Agreement does not create any partnership or agency relationship. This Agreement constitutes the entire agreement between the Volunteer and [insert groundup name] on the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, oral or written. This Agreement may not be modified or waived orally and may be modified only in a writing signed by a duly authorized representative of both the Volunteer and [insert groundup name].

16. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and shall be subject to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

**SIGNED SIGNED**

For and on behalf of

[insert groundup name]

By: By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Position: Position: