

CONFIDENTIALITY AGREEMENT FOR OXFAM AUSTRALIA VOLUNTEERS

Oxfam Australia greatly appreciates volunteer contribution. The time and skills contributed by volunteers helps make the goals of Oxfam Australia achievable. Together, we are actively helping to create a world which is fair, where justice is possible and in which poverty can become history.

The Confidentiality Agreement for Oxfam Australia Volunteers sets out the terms by which all volunteers are required to engage with the agency.

1. Duration

The period during which you will be engaged in volunteer activities with Oxfam Australia.

2. Assignment

As per your Position Description.

3. Promotion of Oxfam Australia's Interests

Oxfam Australia's Volunteers shall best endeavour to promote and enhance the interests, welfare, business, profitability, growth, and, reputation of Oxfam Australia and any relevant parties/programs; and not intentionally act contrary to the interests of Oxfam Australia.

4. Confidential Information

Oxfam Australia's Volunteers shall not, except as authorised by the Chief Executive, use for their own benefit or gain or divulge to any persons, company, or other organisations whatsoever any confidential information relating to their affairs or dealings with Oxfam Australia. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of authorised disclosure.

All confidential records, documents and other papers provided by Oxfam Australia, together with any copies or extracts thereof, made or acquired by Oxfam Australia Volunteers during the course of their engagement with the agency shall remain the property of Oxfam Australia. "Confidential information" shall include all information which has been specifically designated as confidential by Oxfam Australia and any information which relates to the commercial and financial activities of Oxfam Australia, the unauthorised disclosure of which would embarrass, harm, or discredit the agency. It does not extend to information already in the public domain unless such information arrived there by unauthorised means.

5. Adherence to the Privacy Act

Oxfam Australia's staff and volunteers are required to abide by the Privacy Act. Volunteer and staff responsibilities when dealing with personal information follow the 10 National Privacy Principles. The principles set the standard that Oxfam Australia is required to observe in collecting, storing, using, disclosing, protecting and transferring personal information.

1. **Collection** describes what an organisation should do when collecting personal information
2. **Use and Disclosure** outlines how organisations can use and disclose personal information
3. **Data Quality**
4. **Data Security** set the standards that organisations must meet for the accuracy, currency, completeness and security of personal information
5. **Openness** requires organisations to be open about how they handle personal information
6. **Access and Correction** gives people a general right of access to their own personal information, and the right to have that information corrected, if it is inaccurate, incomplete or out of date
7. **Identifiers** says that generally, Commonwealth government identifiers (such as the Medicare number or the Veterans Affairs number) can only be used for the purposes for which they were issued
8. **Anonymity**, where possible, requires organisations to provide the opportunity for people to interact with them without identifying themselves

- 9. **Transborder Data Flows** outlines privacy protections that apply to the transfer of personal information out of Australia
- 10. **Sensitive Information** requires consent when an organisation collects sensitive information about a person such as health information, or information about racial or ethnic background, or criminal record. Sensitive information is a subset of personal information and special protection applies to this information.

6. Copyright and Intellectual Property

You assign to Oxfam Australia, and will procure the assignment to Oxfam Australia of, all copyright (including future copyright), trade mark, design, patent, circuit layout rights and all other intellectual property rights (the rights) in any and all designs, drawings, documents, software developments, computer programs, knowhow, processes, circuit layout rights, confidential information, inventions, prototypes and any other items and things produced or created (at any time) by you or on your behalf in relation to the provision of your services to Oxfam Australia (the works).

You also give your consent to, or if you are a company or other organisation you must procure from any of your employees, contractors, officers or agents who is an author of any work, a consent in writing to Oxfam Australia, our licensees and successors in title and any other person authorised by us or our licensees and successors in title using the works for the purposes for which the material was created and for Oxfam Australia’s business purposes, including exercising for any of those purposes all acts comprised in the copyright in the material, even if that use would otherwise infringe moral rights. You must ensure that any consents you procure are genuinely given and you must promptly provide Oxfam Australia with written evidence of all such consents if required by Oxfam Australia.

You will sign all documents and do anything reasonably required by Oxfam Australia to give effect to the assignment of rights in this clause.

7. Post Volunteering

Unless otherwise stated in law, for a period of two years from the date of termination of voluntary engagement, Oxfam Australia Volunteers shall be restricted, without written authority from the Chief Executive, from disclosing or making use of any information in their knowledge or possession relating to the research, development or design of the program, or any information, including marketing or product plans, of a sufficiently high degree of confidentiality to amount to a trade or brand secret.

8. Acceptance

Please sign this agreement and return it to the relevant Volunteer Coordinator in the office where you are volunteering.

On behalf of Oxfam Australia:
ABN 18 055 208 636

Volunteer:

SIGNED: _____

SIGNED: _____

DATE _____

DATE: _____

NAME: _____

NAME: _____

POSITION: _____

POSITION: _____