



## The Fathers' Rights Movement *Volunteer Agreement*

This Volunteer Agreement is hereby made and entered into as of this day and between The Fathers' Rights Movement, hereinafter referred to as "TFRM" and the individual digitally acknowledging this Volunteer Agreement, hereinafter referred to as "Volunteer". This policy is written to provide overall guidance and direction to staff and volunteers engaged in volunteer involvement and management efforts.

### AGREEMENT

Volunteer agrees to donate services to TFRM in the capacity of the job title provided in the acknowledgement of this form. Said services shall include, but may not be limited to all roles, responsibilities, and tasks set forth in the corresponding Job Description documentation presented by TFRM and independently acknowledged by Volunteer.

#### **ARTICLE 1. COMPENSATION AND STATUS**

It is mutually and expressly understood that volunteer services shall be donated and that said volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these voluntary services.

Volunteer agrees that he/she will not be considered to be an employee of TFRM, for any purposes other than tort claims and injury compensation, while performing the above described voluntary services.

#### **ARTICLE 2. TRAINING**

Volunteer agrees to follow the supervision and direction of any personnel, volunteer, or Director, to whom the volunteer has been assigned to perform services, and to participate in any training required by TFRM in order to perform the voluntary services.

TFRM agrees to provide adequate information, training, and guidance so volunteer may meet the expectations as described in the Job Description provided to the volunteer by TFRM and acknowledge by Volunteer independent of this document. TFRM agrees to allow for a 60-day trial period for the Volunteer to adjust to his/her position within TFRM.

### **ARTICLE 3. GENERAL COMMITMENTS**

Volunteer agrees to fulfill his/her role as outlined in the aforementioned Job Description, to perform the duties of his/her role to the best of his/her ability, and to follow the policies and procedures of TFRM. Additionally, the volunteer agrees to meet time and task commitments and to provide sufficient notice when not available. The Volunteer agrees to act in a way that is in line with the aims and objectives of TFRM and that enhances the work of the organization.

### **ARTICLE 4. PERSONAL LIABILITY**

Volunteer further understands that if he/she is responsible for injuries to third parties or damages to their property while acting outside the scope of assigned volunteer duties, that said volunteer may be held personally liable for any monetary damages a court may award the injured party.

It is further understood and agreed to by volunteer that the services rendered to TFRM shall apply only in the case of liability arising out of the ordinary negligence that occurs during the scope of the volunteer's services agreed to herein, and that in no way do any of these provisions apply for the benefit of the volunteer, his/her heirs, executors or administrators in any action arising out of gross negligence, willful misconduct, or any other conduct on the part of said volunteer, which cause or may give rise to criminal liability.

The Volunteer has disclosed to the Human Resources Manager any felony criminal convictions that have occurred in the past five (5) years

### **ARTICLE 5. SERVICE AT THE DISCRETION OF TFRM**

TFRM accepts the services of all volunteers, age 18 and over, with the understanding that such service is at the sole discretion of TFRM.

Volunteers agree that TFRM may at any time, for whatever reason, decide to terminate the relationship the Volunteer and TFRM. Volunteers who do not adhere to the rules and procedures of TFRM or who fail to satisfactorily perform their volunteer assignments are subject to dismissal. No Volunteer will be terminated until the Volunteer has had an opportunity to discuss the reasons for possible dismissal with supervisory staff. Possible grounds for dismissal may include, but are not limited to, the following: gross misconduct or insubordination, theft of property or misuse of TFRM materials, abuse or mistreatment of members, staff, or other volunteers, failure to abide by TFRM policies and procedures, and failure to satisfactorily perform assigned duties.

The Volunteer may at any time, for whatever reason, decide to sever the relationship between the Volunteer and TFRM. Notice of such a decision should be communicated as soon as reasonably

possible to the Volunteer's direct supervisor and reported to the Human Resources Department by the direct supervisor.

#### **ARTICLE 6. REPRESENTING TFRM**

Volunteers are not permitted to contact organizations or individuals on behalf of TFRM unless they are given express written direction. Prior to any action or statement which might significantly affect or obligate TFRM, Volunteers should seek prior consultation and approval from the appropriate management or director. These actions may include, but are not limited to, public statements to the press, coalition or lobbying efforts in conjunction with other organizations, or agreements involving contractual or other financial obligations. Volunteers are authorized to act as representatives of TFRM as specifically indicated within the aforementioned Job Description and only to the extent of such written specifications.

#### **ARTICLE 7. COPYRIGHT/OWNERSHIP ISSUES**

Volunteer hereby grants non-exclusive permission to TFRM for use of any materials produced for TFRM, including, but not limited to graphic materials, web page designs, narratives, research, compilations, and instructional texts. Said material becomes the property of TFRM upon submission.

#### **ARTICLE 8. INAPPROPRIATE COMMUNICATIONS**

If at any point you receive any e-mail that you feel is inappropriate, for any reason, and you believe you have received it in conjunction with TFRM, please forward the e-mail and other details about the communication directly to the Board of Director which oversees the department or project in which you are volunteering.

#### **ARTICLE 9. POLICY CHANGES**

These policies do not constitute, either implicitly or explicitly, a binding contractual or personal agreement. TFRM reserves the exclusive right to change any policy at any time and to expect adherence to the changed policy. Changes to or exceptions from these policies may only be granted by the Board of Directors, and must be obtained in advanced and in writing.

#### **ARTICLE 10. WAIVER**

The failure of either Party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such Party to enforce the same. The consent, waiver, or change rendered by either Party to this Agreement with respect to a certain event shall only be applicable to that event, and shall not be presumed as the approach of that Party to any event of the same kind which may occur in the future, unless otherwise expressly indicated in writing.

## **ARTICLE 11. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between any of them and neither Party shall be bound by any term or condition other than as expressly set forth or provided for in this Agreement. This Agreement may not be changed or modified nor may any of its provisions be waived, except by an agreement in writing, signed by the Parties hereto.

## **ARTICLE 12. GENERAL PROVISIONS**

**Injunctive Relief.** Each Party recognizes that the unauthorized use or disclosure of Confidential Information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, TFRM has the right to equitable and injunctive relief to prevent the unauthorized use or disclosure of its Confidential Information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure.

**Headings.** Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such sections.

EACH PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS TO EACH OTHER PARTY THAT SUCH PARTY HAS READ AND FULLY UNDERSTANDS THE TERMS AND PROVISIONS HEREOF, HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL, AND HAS EXECUTED THIS AGREEMENT BASED UPON SUCH PARTY'S OWN JUDGMENT AND ADVICE OF INDEPENDENT LEGAL COUNSEL (IF SOUGHT).

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<b>Version</b>	<b>Date</b>	<b>Comments</b>
REV-01.00	04APR2016	Creation of Document. Author: C. Feinberg
REV-02.00	14APR2016	Updated Personal Liability section. Author: C. Feinberg
REV-02.01	18APR2016	Removed unnecessary punctuation. Author: C. Feinberg