

SAMPLE MEMORANDUM OF UNDERSTANDING

for
Management of Spontaneous Volunteers
in the Local Government Area
between
[Volunteering Organisation]
and
LOCAL GOVERNMENT

Month/Year



volunteering
queensland

Disclaimer

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PART 1 – INTRODUCTION

1. Preamble

[Name of Volunteering Organisation] shares a commitment with [Name of Local Government] to ensure that the impact and effect of disasters (natural and human made) are minimised and well managed for the Local Government 's residents and community.

This is achieved through the effective management of volunteer support following disaster events, aligned with established Queensland Disaster Management Arrangements.

[Name of Volunteering Organisation] and [Name of Local Government] understands that:

- Volunteers are an invaluable additional workforce when effectively sourced and managed and can really make a difference to disaster efforts. Clear understanding of the affected communities' needs and strong management systems are required to effectively utilise these volunteers.
- Volunteers will come forward spontaneously to offer support to their community following disasters. They are usually not prepared, nor do they often understand the risks, conditions, disaster consequences for the people affected, emergency management arrangements, or environmental dangers.
- This MoU appoints [Volunteering Organisation] as the lead agency to recruit, manage, activate, coordinate and supervise Spontaneous Volunteers and Team Leaders in the Local Government area, to support communities following disaster events.

PART 2 – PURPOSE, SCOPE AND COMPLIANCE

2.1 Purpose

This Memorandum of Understanding (MoU) establishes the principles, outcomes, roles, responsibilities and relationships between the parties to this agreement.

This MoU is to enable [Local Government] and [Volunteering Organisation] to work collaboratively to ensure management of Spontaneous Volunteers following disaster events. It outlines [Volunteering Organisation]'s role and services, and [Local Government] associated obligations and responsibilities in the management of Spontaneous Volunteers at times of disaster.

2.2 Scope of the Memorandum of Understanding

This MoU involves activities that occur within the local government area.

The parties agree and acknowledge that this MoU is to supplement the statutory responsibilities of Local Government, either stated or implied under relevant Acts, by describing the agreed roles and responsibilities in the partnership.

The parties agree and acknowledge that the nature and extent of the disaster impact may mean that strategic decisions about resource allocation may be made or directed in the interest of state-wide response and recovery operations that may impact of the provision of services in the local government area.

In the event of a disaster that impacts on a significantly large proportion of Queensland or its population, some or all of the agreed roles may not be fulfilled. However, the parties agree that they will do all in their resource capabilities to fulfil roles and responsibilities contained in this MoU.

This MoU does not restrict either party from performing or exercising their ordinary functions or exercising their statutory powers or obligations and has no authority in law. Notwithstanding this, the parties agree that identifying mechanisms for cooperation and collaboration within the scope of their efforts through this MoU will benefit both parties as well as the general community.

2.3 Legislation and Policies

The parties to this MoU recognise the terms and scope of this MoU are consistent with the:

- Disaster Management Act 2003.
- State Disaster Management Plan.
- Local Disaster Management Plan and Sub-Plans.
- Queensland Offers of Assistance Guidelines.
- Australian National Standards for Volunteer Involvement.
- Volunteering Australia's Definition of Volunteering.
- Work Health and Safety Act 2011 (Qld).
- Queensland Recovery Plan.

PART 3 – PARTIES AND RESPONSIBILITIES

3.1 Parties

This Memorandum of Understanding (MoU) is made between [Local Government] and [Volunteering Organisation]. Each organisation is referred to as a 'party' and collectively referred to as the 'parties' within this MoU.

The parties to this MoU commit to work collaboratively for the benefit of [Local Government], the local community and individual volunteers to achieve the tenets of this MoU.

Each party to this MoU is a separate and independent organisation. As such, each organisation retains its own identity and each organisation is responsible for establishing its own policies and procedures.

3.2 Responsibilities and Services of [Volunteering Organisation]

[Volunteering Organisation] will, subject to resource constraints, commit in good faith to the following:

- Identify, recruit, train and manage staff, team leaders and spontaneous volunteers.
- Develop, implement and maintain associated operational plans and strategies for the effective activation, coordination and management of staff, team leaders and spontaneous volunteers.
- Maintain current and adequate insurances and liabilities associated with the delivery of its services, management of Team Leaders and Spontaneous Volunteers.
- Work in collaboration with the [Local Government] Community Development team, Local Disaster Coordinator and Local Recovery Coordinator or delegate (such as an appointed LDCC Volunteer Coordinator) to ensure the effective planning and coordination of Spontaneous Volunteer activity.

- Implement and maintain adequate volunteer management practices including:
 - Personal Accident and Public Liability Insurance for all staff, Coordinators, Team Leaders and Volunteers.
 - Policies, procedures and codes of conduct.
 - Screening, recruitment and registration of volunteers.
 - Volunteer inductions, briefings and debriefings.
 - Training and supervision of staff, Team Leaders, coordinators and volunteers.
 - Workplace Health and Safety policies, procedures and volunteer obligations.
 - Equipment and Personal Protective Equipment (PPE).
 - Reward and recognition of Volunteers.
 - Policies, procedures, codes of conduct, direct management, supervision and coordination of activities of Spontaneous Volunteers in the Local Government areas for the delivery of tasks.
- Ensure approval has been provided by property owners or tenants, prior to entering private property.
- Maintain accurate records regarding operations and provide timely reports to assist the [Local Government] and the LDMG with planning, preparation, response and recovery activities.
- Utilise EV CREW for the recruitment and pre-registration of potential volunteers to support volunteer activities.
- Participate as a member / advisor of the Local Disaster Management Group (LDMG) and the Local Recovery Group.
- Participate in emergency exercises held by [Local Government] and LDMG.

3.3 Responsibilities and Services of Local Government

[Local Government] will, subject to resource constraints, commit in good faith to the following:

- Invite [Volunteering Organisation] in disaster planning including membership / advisor of the LDMG and other appropriate committees and working groups.
- Maintain adequate volunteer management plans to support local disaster management arrangements.
- Plan for and facilitate appropriate arrangements with support agencies and service providers to enable efficient Spontaneous Volunteer operations.
- Include [Volunteering Organisation] in relevant training and exercises ensure a high level of preparedness and response, build operational relationships and understanding of roles and responsibilities.
- Collaborate with [Volunteering Organisation] to assess the need for and use of Spontaneous Volunteers.
- Arrange the formal activation of the Spontaneous Disaster Volunteer Management Plan and [Volunteering Organisation] during disaster events.
- Provide effective and timely information and resources to the [Volunteering Organisation] to support their operations.
- Maintain the option to refuse deployment of a [Volunteering Organisation] staff, Team

Leader or volunteer, should an individual be deemed unsuitable to carry out the required functions or allocated tasks.

- Arrange payment of agreed costs associated with the [Volunteering Organisation] activities and tasks as outlined in this MOU.

PART 4: ACTIVATION

4.1 Activation Readiness

[Volunteering Organisation] agrees to commit in good faith to planning and preparedness activities to ensure operational readiness of the organisation including:

- Participate as a member/advisor of the Local Disaster Management Group (LDMG) to support the readiness in the use of Spontaneous Volunteers.
- Identify, recruit and train [Volunteering Organisation] staff / volunteers to manage and team lead spontaneous volunteers.
- Participate in emergency exercises held by [Local Government] and the LDMG.
- Provide reports to the LDMG and [Local Government] as required on activities undertaken by the organisation.

The costs connected to these activities will not be funded by [Local Government].

4.2 Formal activation of [Volunteering Organisation]

Formal activation of [Volunteering Organisation] will be required before commencement of tasks. Formal activation will include written advice from the Local Government authorised officer to the [Volunteering Organisation].

At the request of the Local Disaster Coordinator / Local Recovery Coordinator or delegate, [Volunteering Organisation] will deploy appropriately trained workforce to manage Spontaneous Volunteers and will maintain adequate volunteer management practices and records regarding operations.

[Local Government] will:

- Provide early advice on activation to [Volunteering Organisation] to enable the deployment of trained staff / volunteers for the management of Spontaneous Volunteers.
- Provide mapping of affected areas and priority areas requiring assistance from Spontaneous Volunteer teams.
- Provide a [Local Government] Liaison Officer to provide the scope and direction of the volunteer support required.
- Assist [Volunteering Organisation] in sourcing and securing local accommodation for personnel, if required.
- Manage the communication strategy for the [Local Government] regarding the volunteer response.
- In agreement between all parties, work in collaboration with Volunteering Queensland's EV CREW and provide formal notice of the activation of [Volunteering Organisation] and the authority for the organisation to act on [Local Government]'s behalf in the use of EV CREW.

PART 5 - ELEMENTS OF UNDERSTANDING

5.1 Obligations of the Parties

During the term of the MoU the parties will as far as reasonably practicable:

- Develop and maintain processes to meet the objectives of this MoU.
- Remain in consultation to ensure successful provision of the deliverables as outlined in this MoU.
- Appoint a suitable Liaison Officer for the purpose of planning, communication and information sharing.
- Communicate, cooperate and coordinate activities within the framework of this MOU.

5.2 Financial Arrangements

- The parties acknowledge that each organisation will initially be responsible for meeting its own costs of goods and services to conduct activities as outlined by this MoU and relevant Plan/s.
- Costs connected with preparedness and planning activities of [Volunteering Organisation] will be covered by the organisation unless otherwise negotiated.
- The parties agree that pre-approved costs incurred by [Volunteering Organisation] as a result of formal activation of their services will be covered by the [Local Government].
- Requests by [Volunteering Organisation] to [Local Government] for the purchase of goods and services to support their role, are required to be carried out within the terms and conditions of [Local Government]'s purchasing policies.
- Any costs to be incurred will require written approval by [Local Government] prior to purchase of goods and / or services to support [Volunteering Organisation] in recovering costs connected to their activities.
- [Volunteering Organisation] will ensure that any funding received from other sources for activities directly relating to Spontaneous Volunteer operations are declared and taken into consideration when invoicing [Local Government].
- Costs claimed must be in accordance with the following list of anticipated approved costs:
 - Wages (ordinary, back filling, and overtime, including on costs) directly associated with organising and managing volunteer on costs.
 - Stationery, supplies and consumables.
 - Specialised / task-based PPE equipment.
 - Catering for volunteers.
 - Hire vehicles to transport volunteers.
 - Transport and accommodation costs for staff / volunteers on deployment.
- [Volunteering Organisation] will, as far as reasonably practicable, provide to the key contact person for [Local Government] a tax invoice separately itemising the cost of [Volunteering Organisation] activities, with supporting documentation, within two (2) calendar months of completion of the agreed services.
- Accurate records of all costs incurred during the activation period are to be maintained by each organisation.

5.3 Authorisation

The following positions have delegated authority within the [Local Government] to formally request activation and to commit resources to support the activities of [Volunteering Organisation]:

- [insert position title]
- [insert position title]

The following positions have delegated authority within [Volunteering Organisation] to commit resources in meeting the requirements of this MOU.

- [insert position title]
- [insert position title]

5.4 Privacy and Confidentiality

Each party undertakes that the terms of this MoU and any information about the activities implemented through this MoU will be confidential unless:

- Required by law to be released; or
- Placed in the public domain other than in a breach of this clause.

The parties agree that:

- Confidential information exists and may come into existence.
- Confidential information is private unless disclosure is required under the law.
- One party will not use the other party's confidential information for any other purpose other than the performance of its obligations under this MoU.
- Both parties agree, in respect to any personal information held or collected in connection with this agreement, to comply with the National Privacy Principles in the Privacy Act 1988 and any other applicable law regarding privacy.
- Parties will adhere to the Information Privacy Act 2009 (Qld) (IP Act).

5.5 Media announcements and public statements

No party may make any media announcement or public statement about the other party without obtaining prior written consent from that other party. Such consent shall not be unreasonably withheld. Nothing in this clause shall override any statutory obligation of disclosure.

5.6 Intellectual Property

All intellectual property, working documents, design elements, brands and other pre-existing intellectual capital shall remain the property of the party that developed it, unless otherwise agreed in writing by both parties.

PART 6 - ADMINISTRATIVE ARRANGEMENTS

6.1 Variations to the Agreement

The Parties agree that this MoU may (if necessary) be amended at any time upon the agreement in writing of both parties.

6.2 Non-enforceability

By entering into this MoU, both parties acknowledge that they intend to abide by the terms of this agreement. The parties also acknowledge that this agreement is not legally binding or

enforceable and the parties do not intend that legally binding obligations will arise between them as a result of signing this agreement.

6.3 Settlement of Disputes

Should any dispute or difference arise between the parties regarding the intended collaborative work of the parties during the duration of this MoU, MOU, the following procedure shall apply to resolve the dispute:

- The key contact persons within both parties will meet within five (5) working days of the dispute arising, with a view to resolving the dispute by negotiation.
- If the key contact persons within both parties do not resolve the dispute within the five working day period referred to above, the next appropriate persons for both parties will meet to endeavor to resolve the dispute within an additional five (5) working days.
- If no resolution can be found the MoU can be terminated with immediate effect by either party on giving the other written notice addressed to the key contact of that party as further explained below.

6.4 Duration and Termination

- This MoU shall be for a period of three (3) years from the date of execution and shall replace all existing arrangements covering the subject matter it covers between [Local Government] and [Volunteering Organisation].
- Upon agreement in writing by both parties, this MoU allows for the early termination of this agreement;
- This MoU may also be terminated at any time by either party, providing the other party provides four (4) weeks' notice in writing addressed to the key contact for the other party specified in the Schedule.

Upon the expiration or valid termination of this MoU, each party will have no further obligations to the other party arising under or pursuant to this MoU except in respect of any other joint projects / collaborations still in progress.

6.5 Review and Evaluation

Each party will undertake all reasonable actions in keeping with the intent and purpose of this MoU, including executing all further documents reasonably necessary to give full effect of this MoU.

To accomplish the purpose of this MoU, both parties will meet at least once a year to review, monitor and evaluate the outcomes of any collaboration and project governed under this MoU.

This MoU may be amended at any time by an agreement in writing between the parties and any such amendments appear as a Schedule to this MoU at that time.

PART 7 – EXECUTION AND APPROVAL

7.1 Execution

This MoU is at-will and may be modified with the mutual consent in writing by the authorised individuals of [Local Government] and [Volunteering Organisation].

Once signed by the authorised officers of both parties, this MoU will be in force from that date for a period of three (3) years, subject to annual review.