

# A Volunteering Queensland project

Toolkit to support good practice in building local capability to manage spontaneous disaster volunteers







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# Making It Happen

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Guidance and adherence to existing good practice standards, policies and plans

Volunteering Queensland's work in response and recovery models shows a commitment to a community led approach as described in both the *Queensland Recovery Plan* 2017 and the *National Handbook on Recovery*.

# **Community led approach**

Throughout the Project the following guiding principle was held, that when managing volunteers for disaster response and/or recovery activities, it is imperative that:

- A community led approach be adopted
- Volunteering organisations put the disaster affected people's needs first and ensure all activities "do no harm"

Volunteering Queensland applied both international and national standards for managing volunteers in the development of the Project and accompanying resources. The Project report and resources should be read and used in conjunction with the:

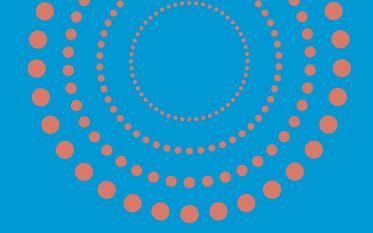
Communities Responding to Disasters: Planning for Spontaneous Volunteers,
Handbook 12, (AIDR) 2017. This Handbook outlines nationally agreed principles in
planning for communities responding to disasters. Volunteering Queensland
supported the development of, as well as refereed to, and utilised the guidance of the
above resource

The Project also utilised a range of work to guide its implementation. This included but was not limited to:

- National Principles for Disaster Recovery (2018). Social Recovery Reference Group
- International Standard ISO 22319:2017 (2017): Security and Resilience Community Resilience – Guidelines for planning the involvement of spontaneous volunteers.
   International Organisation for Standardisation
- Communities Responding to Disasters Planning for Spontaneous Volunteers (2017): Australian Disaster Resilience Handbook Collection. Australian Institute for Disaster Resilience
- AMZEMC Spontaneous Volunteer Strategy: Coordination of Volunteer Effort in the Immediate Post-Disaster Stage (2015). Australia/New Zealand Emergency Management Committee
- National Standards for Volunteer Involvement (2015). Volunteering Australia
- Queensland Prevention, Preparedness, Response and Recovery Disaster Management Guideline (2018). Queensland Fire and Emergency Services
- National Strategy for Disaster Resilience (2011). Council of Australian Governments
- Queensland Strategy for Disaster Resilience (2017). Queensland Government
- Queensland State Disaster Management Plan-Sub-plan to the Queensland State Disaster Management Plan (2017). Queensland Government
- Community Recovery Handbook (2018). Australian Disaster Resilience Handbook Collection, Australian Institute for Disaster Resilience

**Volunteering Australia's National Standards for Volunteer Involvement** list eight practical standards for best-practice in volunteer management. The Standards provide a tool for organisations to maximise the contribution of their volunteers and the effectiveness of their volunteer program in supporting their mission and achievement of social and economic outcomes. The Standards are available to download at **volunteeringaustralia.org** 

Volunteering Queensland also has a range of resources available to support organisations in their volunteer management practices and readiness for disasters. These can be found at volunteeringqld.org.au/resources and emergencyvolunteering.com.au/qld







Resource

Managing spontaneous volunteers — Insurance and liability considerations

Insurance and legal liabilities can be complex and may be subject to differing interpretations.

There are some general misunderstandings in the use of spontaneous disaster volunteers and the requirements to protect:

- Disaster affected community members, their property and livelihoods.
- Spontaneous disaster volunteers.
- Organisations/groups who are managing the spontaneous disaster volunteers.

Volunteering Queensland has a strong understanding of the overarching risk issues for the management of spontaneous disaster volunteers, including workplace health and safety and insurance issues.

Volunteering Queensland recommends that all volunteer-involving organisations (VIOs) consider Public Liability Insurance and Personal Accident Cover for their volunteers.

# Liability

The Queensland State Government passed a *Civil Liability Act 2003* which has a volunteer protection clause included. Volunteers working in registered not-for-profit organisations engaged in voluntary activities defined by the organisation are protected from legal action provided they are not acting outside the law or contrary to their organisations own rules.

While the *Civil Liability Act 2003* protects volunteers from liability in terms of acts or omissions while they are volunteering (some exemptions apply). *The Civil Liability Act 2003* does not specifically state that an organisation the volunteer works for will avoid liability where their volunteer is not liable. It is possible liability will transfer to the organisation.

# Public Liability Insurance

Covers the organisation's legal liability to pay a third party for personal injury or property damage accidentally caused by a member (in this case—the volunteer) of the organisation. It is important that a VIOs volunteers are endorsed on this type of policy.

# Personal Accident

Personal Accident Insurance covers volunteers for certain out-of-pocket expenses following accidental injury, disability or death while carrying out their work on behalf of the organisation.

# Other types of Insurance to consider

Motor Vehicle Comprehensive Insurance, Property and Contents Insurance, Professional Indemnity and Directors and Officers Liability Insurance.

## **Work Cover**

Work Cover normally does not apply to spontaneous volunteers but has been applied to certain types of volunteers in previous disaster events.

It is recommended that any organisation utilising spontaneous disaster volunteers ensures Personal Accident Insurance is in place. This insurance is similar to the State Governments compulsory work cover for paid employees and covers volunteers for certain out-of-pocket expenses following accidental injury, disability or death while carrying out their work on behalf of the organisation.

# **Risk Management**

Risk management is a process used to identify the extent and nature of the risks involved in the activities carried out by an organisation and to determine the best ways of controlling those risks. This process is designed to prevent or reduce the level of risk to an organisation. It is also the best way to identify the most appropriate insurance cover or covers for an organisation.

# **Work Health and Safety**

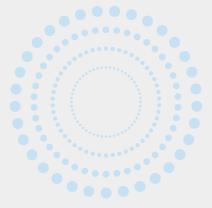
The Work Health and Safety Act 2011 (QLD) provides for the safety, health and welfare of persons at work in Queensland. The Act together with the Work Health and Safety Regulation 2011 (QLD) (the Act) sets up health and safety duties to provide protections from hazards and risks in the workplace. The duties fall not only on the employer running a business and their officers, but also on individual workers.

Not-for-profit organisations who employ workers are considered to be a *person* conducting a business or undertaking (PCBU) under the Act. They will have a duty of care to ensure, so far as is reasonably practicable, the health and safety of their employees and volunteers at work and that the health and safety of other people is not affected by the way in which the organisation conducts its business or undertaking.

A volunteer is *not* a worker under the Act, if they carry out volunteer work for a volunteer association that is run entirely by volunteers (i.e. with no paid staff). However, whether managing volunteers within a PCBU or a non-PCBU, it is imperative to ensure the health and safety of your volunteers.

This includes developing sound policies and procedures and effectively informing your volunteers of the policies and procedures of the organisation as well as putting in place effective training and supervision. These do not need to be onerous and some of the publications listed in the resource kit accompanying this report have simple check lists for this purpose. It is also important to investigate other forms of protection for your volunteers. These can include insurance coverage to protect them for personal injury and liability.

Volunteering Queensland recommends that organisations involving volunteers should always seek professional legal advice in determining what cover is available and most appropriate for their needs.





# Building capability survey

The following is an example of the survey used to collect information for all potential partners. All potential partners were surveyed and mapped according to their insurance and legal capabilities, as well as their willingness to take on the management of spontaneous disaster volunteers. These results were then shared with all local governments.

Collecting information for: *Name of Council*	Name of Organisation/Group:
Organisation/group status:  Incorporated not-for-profit  Government agency  Limited trust	siness Company limited by guarantee  Public trust Other
Insurance	
This question is asked to ensure organisations have adequate spontaneous disaster volunteers. Further information and they advise they use waivers. It is important to note that we engaging with the organisation.  *Note: Public Liability and Personal Accident insurance are rethat organisations involving volunteers seek professional adappropriate for their needs.  1. Does the company/group have both Public Liability and Yes No  If no, do they have interest and capacity to access this Yes No	clarification needs to be sought from organisations if valvers may not be in the best interest of a third party ecommended. Volunteering Queensland recommends dvice in determining what cover is available and most and Personal Accident insurance?
Volunteer Management Experience/Practices	
<ul><li>This helps identify if the organisation/group is experienced</li><li>2. Is managing volunteers a part of their core business</li><li>Yes</li></ul>	
3. What volunteer management practices are in place?	e.g. Screening, Induction, supervision
4. Does the company/group have established work hear Yes No *Note: Volunteers are subject to the Work Health and Sa If yes, what does this include?	
5. What training does their staff and/or volunteers already	ady receive?

Community Connection
This section helps with:
• Identification of the organisation/groups main business as usual, and most importantly assists in identifying where the organisation/group will be focusing its attention at times of disasters
Identification of the organisation/groups connection to, and understanding of, the affected and broader community
Identification of possible 'lead in times' that would need to be considered for the organisation/group to travel into the affected community if it is not locally based
6. Does this work align with the core business of the organisation/group?
Yes No
7. Does the organisation/group have an ongoing presence in the affected community or is its connection distant?
Yes No
8. Is the membership of the organisation/group locally based?
Yes No
Capacity
This helps identify their existing capacity to support different sized events.
This is also considered against the information collected in the Community Connection section.
9. Capacity and/or membership – what numbers of people in the organisation/group can be accessed to
support volunteer recruitment and management for a small, medium or large scale event?
Small scale Medium scale Large scale
Disaster Experience
This section helps assess level of understanding of the Queensland Disaster Arrangements, the training that may be required and other roles the organisation/group may have already committed to within disaster management.
••••••
10. Does the organisation/group have experience working in disasters?
Yes No
What does this experience look like?

	ganisation/group already play a role in disaster management?
Yes	No
If yes, at wha	at level? e.g. Local/state/federal
10 Ave there on	vice we are already, in place that determine their value and veen ancibilities?
	y agreements already in place that determine their roles and responsibilities?
Yes	No No
If yes, with w	hom do the agreements exist?
Funding/Cost	
	undertaking the role of team leader/coordinator of volunteers on the ground?
If staff, will th	he organisation/group seek to have the position(s) funded?

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Summary of the training for team leaders and coordinators of spontaneous disaster volunteers

Once LGs and LDMGs identified their key partners within each model, the following training was delivered. Training was tailored to the individual needs of each partner.

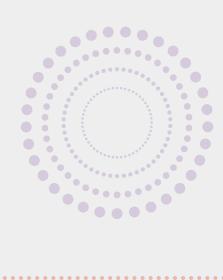
Team Leader 1	Team Leader 2	Team Leader 3	Team Coordinators
This training is for partners that have the capacity to manage spontaneous volunteers, but may not have any specific training.	This training is for partners that have established practices and policies, existing Team Leader, training processes, but no disaster management experience.	This training is for partners that have knowledge of disaster management practices, but have no Team Leader Training.	This training is for people to take on the Coordinator Role and be the link between the organisation and the LDMG or LG. Team Coordinators may also be required to attend Team Leader Training.
Time Required			
2 days 9am-5pm Comp. 1-7	1½ days 9am-5pm/9am-12pm Comp. 1, 2, 3, 4, 7	1½ days 9am-5pm/9am-12pm Comp. 1, 3, 4, 5, 6, 7	3-4 hours
Component 1: Who is	Volunteering Queensland	1?	Depending on the skills of the Team Coordinators, they may
<ul><li>Who is Volunteering Queensland?</li><li>Role in emergency management</li><li>What is EV CREW and how is it used</li></ul>	<ul> <li>Who is Volunteering Queensland?</li> <li>Role in emergency management</li> <li>What is EV CREW and how is it used</li> </ul>	<ul> <li>Who is Volunteering Queensland?</li> <li>Role in emergency management</li> <li>What is EV CREW and how is it used</li> </ul>	need ALL or some of the previous components, plus the topics listed below:  Role of LG or lead agency  Responsibilities/ accountabilities
Component 2: Emerg	ency Management		Volunteer reception centres
Emergency Management  What is it? Likely impact on individuals and communities  Overview of the 4 P's  What are the disaster management arrangements in QLD?  Who are the lead agencies?  AIIMS management structure	Emergency Management  What is it? Likely impact on individuals and communities  Overview of the 4 P's  What are the disaster management arrangements in QLD?  Who are the lead agencies?  AIIMS management structure		<ul> <li>Rostering</li> <li>Activation of Team Leaders</li> <li>Position descriptions</li> <li>Reporting and tasking</li> <li>WHS</li> <li>Duty of care</li> <li>Code of conduct</li> <li>Working with children</li> <li>Insurance</li> <li>Risk assessments—Risk Strategy</li> <li>AIIMS—scaling up and down</li> <li>Performance management</li> <li>(cont'd next page)</li> </ul>

Team Leader 1	Team Leader 2	Team Leader 3	Team Coordinators
Component 3: Counci	il or lead agency		What is expected of a Coordinator
<ul> <li>What is their responsibility/ accountability?</li> <li>How will you be activated as a Team Leader?</li> <li>Position descriptions</li> <li>Reporting and tasking</li> <li>WHS</li> <li>Rostering</li> <li>Duty of care</li> <li>Code of conduct</li> </ul>	<ul> <li>What is their responsibility/ accountability?</li> <li>How will you be activated as a Team Leader?</li> <li>Position descriptions</li> <li>Reporting and tasking</li> <li>WHS</li> <li>Rostering</li> <li>Duty of care</li> <li>Code of conduct</li> </ul>	<ul> <li>What is their responsibility/accountability?</li> <li>How will you be activated as a Team Leader?</li> <li>Position descriptions</li> <li>Reporting and tasking</li> <li>WHS</li> <li>Rostering</li> <li>Duty of care</li> <li>Code of conduct</li> </ul>	<ul> <li>Attending meetings</li> <li>Agencies involved</li> <li>Ensuring you have key contacts</li> <li>Pre-planning</li> <li>Considerations prior to season</li> </ul>
Spontaneous	<ul> <li>Working with children</li> <li>Insurance</li> </ul> Ineous Disaster Voluntee Spontaneous	Spontaneous	
<ul> <li>Disaster Volunteers</li> <li>Who are they?</li> <li>What makes people decide to volunteer?</li> <li>Maintaining spontaneous volunteers after the event</li> </ul>	<ul> <li>Disaster Volunteers</li> <li>Who are they?</li> <li>What makes people decide to volunteer?</li> <li>Maintaining spontaneous volunteers after the event</li> </ul>	<ul> <li>Disaster Volunteers</li> <li>Who are they?</li> <li>What makes people decide to volunteer?</li> <li>Maintaining spontaneous volunteers after the event</li> </ul>	
<ul> <li>Why use spontaneous volunteers?</li> <li>International guidelines for the management of spontaneous volunteers</li> </ul>	<ul> <li>Why use spontaneous volunteers?</li> <li>International guidelines for the management of spontaneous volunteers</li> </ul>	<ul> <li>Why use spontaneous volunteers?</li> <li>International guidelines for the management of spontaneous volunteers</li> </ul>	

Team Leader 1	Team Leader 2	Team Leader 3	Team Coordinators
Component 5: Team L	_eaders		
What is a Team Leader?		What is a Team Leader?	
<ul><li>What makes a good Team Leader?</li></ul>		• What makes a good Team Leader?	
<ul> <li>Your role and responsibilities as a Team Leader</li> </ul>		<ul> <li>Your role and responsibilities as a Team Leader</li> </ul>	
<ul> <li>Understanding of risks and how to assess them?</li> </ul>		<ul> <li>Understanding of risks and how to assess them?</li> </ul>	
<ul> <li>You and leadership—self reflection</li> </ul>		<ul> <li>You and leadership—self reflection</li> </ul>	
<ul> <li>Care and support of teams</li> </ul>		<ul> <li>Care and support of teams</li> </ul>	
<ul> <li>Special considerations for Team Leaders in the emergency context</li> </ul>		<ul> <li>Special considerations for Team Leaders in the emergency context</li> </ul>	
<ul> <li>Giving and receiving feedback</li> </ul>		<ul> <li>Giving and receiving feedback</li> </ul>	
<ul><li>Reporting</li></ul>		<ul><li>Reporting</li></ul>	
<ul> <li>Preparation to take on a Team Leader role</li> </ul>		<ul> <li>Preparation to take on a Team Leader role</li> </ul>	
<ul> <li>Operational tasks of a Team Leader</li> </ul>		<ul> <li>Operational tasks of a Team Leader</li> </ul>	
<ul><li>Briefings/</li><li>Debriefings</li></ul>		<ul><li>Briefings/</li><li>Debriefings</li></ul>	
<ul> <li>Managing expectations—hurry up and wait</li> </ul>		<ul><li>Managing expectations—hurry up and wait</li></ul>	

.......

Team Leader 1	Team Leader 2	Team Leader 3	Team Coordinators
Component 6: Psycho	ological First Aid		
Psychological First Aid	Psychological First Aid	Psychological First Aid	
• What is it?	• What is it?	• What is it?	
• Why is it important?	• Why is it important?	• Why is it important?	
<ul><li>The five themes</li></ul>	<ul> <li>The five themes</li> </ul>	<ul><li>The five themes</li></ul>	
<ul><li>Three action principles</li></ul>	<ul><li>Three action principles</li></ul>	<ul><li>Three action principles</li></ul>	
Component 7: Self-Ca	re		
Self-Care	Self-Care	Self-Care	
• Stress	• Stress	<ul><li>Stress</li></ul>	
<ul><li>Signs and symptoms of stress</li></ul>	<ul><li>Signs and symptoms of stress</li></ul>	<ul> <li>Signs and symptoms of stress</li> </ul>	
<ul> <li>What happens to our bodies when we are under stress</li> </ul>	<ul> <li>What happens to our bodies when we are under stress</li> </ul>	<ul> <li>What happens to our bodies when we are under stress</li> </ul>	
<ul> <li>Reducing stress</li> </ul>	<ul> <li>Reducing stress</li> </ul>	<ul> <li>Reducing stress</li> </ul>	
<ul> <li>Relaxation</li> </ul>	<ul> <li>Relaxation</li> </ul>	<ul> <li>Relaxation</li> </ul>	
<ul> <li>Role of Team         Leaders in ensuring             team members             are looking after             themselves     </li> </ul>	<ul> <li>Role of Team         Leaders in ensuring             team members             are looking after             themselves     </li> </ul>	<ul> <li>Role of Team         Leaders in ensuring         team members         are looking after         themselves</li> </ul>	



# Resource Sample sign on/off sheet

Name	Contact Details	Time In (24 hr)	Time Out (24 hr)	Emergency Contact Details	Signature	Remarks

# Please ensure you sign on and off for ALL shifts.

If you have any comments, remarks or concerns about your shift, please enter them in the *Remarks* column.

Thank you for your contribution today.

# Induction/briefing of spontaneous disaster volunteers—points to consider

It is important that potential spontaneous disaster volunteers have an understanding of the organisation's mission in the current emergency context as well as the role they will be undertaking. For some agencies this is provided at a briefing at the start of each shift. For others this involves spontaneous disaster volunteers attending training prior to a disaster event.

# **About the organisation**

- An overview of the organisation's mission and fundamental principles
- The command and communication structures in place
- Any organisational policies that spontaneous volunteers will be expected to adhere to during their engagement, e.g. WHS, Media, Code of Conduct

# **About the emergency/disaster**

- The current emergency situation
- A briefing on the current situation, giving the spontaneous volunteer an overview of what they might encounter as well as a factual overview

# About the volunteer's role

- The spontaneous volunteer's role including boundaries and limitations
- Communication and reporting lines and requirements
- Their task for the shift
- A briefing on working with affected people
- Information on the does and don'ts of the activity
- The resources that will be required and where volunteers can collect these
- Work health and safety requirements and any safety issues, e.g. PPE, Immunisations
- Self-care and available ongoing support
- Any administration requirements



Sample SMEAC and form

# SMEAC-SQ

The acronym SMEAC-SQ is a useful shorthand way to remember to provide briefing, and how briefings are structured and conducted.

This is important for both the informant and the audience, sets up a routine and a clear, consistent and expected structure to information flow.

This form of briefing is intended to be used among Responders, rather than for public meetings or affected community briefings.

A briefing is the provision of a succinct transfer of critical information.

- It occurs at activation, a change of shift, and a team entering and dispersing in a survey area
- It is expected to be **SHORT** and to the **POINT**
- A briefing is NOT a discussion, an opportunity for debate, or a question and answer session
- Briefings are given by those in senior positions, such as Team Leaders, or representatives from disaster agencies, or Councils

# **Situation**

What is happening? What is likely to happen? Issues that people need to know about to effectively do their job.

Describes an overview of the incident and a summary of resources already deployed:

- Current status
- Expected weather, and known risks
- Political situation
- Media

# **Mission**

What outcome is to be achieved, and (most importantly) what is:

- Our job today?
- Our role?

# **Execution**

Who is being activated, where, when, and:

Access to the area

# **Administration and Logistics**

What resources are required?

Where are resources to be picked up from, and returned?

# **Control and Communications**

- Who to report to and when
- Contact numbers and means of communication

# **Safety**

- What are the known or likely hazards and risks relevant to the role
- Does PPE (personal protection equipment) need to be used or worn?
- Weather, hydration and first aid. Where is the first aid kit? Who do you report an accident/injury to? Is there a form that needs to be completed?
- Self-care

Questions
These occur at the very end of the briefing, providing an opportunity for clarification and/or to receive additional detail to ensure a full understanding of the role being undertaken.
Please make sure you allow time for people to clarify information and/or ask further questions about the task.
1. Situation
2. Mission
3. Execution
4. Administration and Logistics
5. Control and Communications
6. Safety



# Sample shift log

Shift logs are an essential part of an Emergency Services kit. It's a place where key decisions, actions and messages are recorded.

	<b>Shift logs</b>	should	always	shave	the '	followina:
--	-------------------	--------	--------	-------	-------	------------

- Date
- Time (use 24 hour clock)
- What is the decision?
- Brief overview of the situation
- What are the actions and when do they need to be completed?

# Shift logs need to:

- Be recorded in pen/biro
- Be neat and legible
- Be factual
- Contain all relevant information
- Record any key actions, and if actions couldn't be completed, why
- List name and position of Council contact person
- Be signed

Event name	Date
Name	Signature

Date	Time	Decision/Concern/Issue	Key Responsible Contact	Action/ Information/ Follow up



Debriefing spontaneous disaster volunteers—Points to consider

# **Operational Debriefing**

It is vital that spontaneous volunteers are provided with an opportunity to debrief at the end of each shift as well as at the end of their deployment. This allows them to reflect on what went well, what did not work, what can be done better, any concerns, and provides the agency with valuable information. It is also an opportunity for the volunteers to discuss any situations they found challenging and request help or guidance.

Points to consider for debriefing volunteers include:

- Update on conditions on the ground
- Discussion about types of work undertaken on the day
- Was the equipment provided suitable for the activities?
- Communications—did systems and equipment work?
- Fatigue management throughout the day—were there enough breaks?
- Any particular concerns needing urgent attention

# **Psychological Debriefing**

Psychological debriefing is a formal version of providing emotional and psychological support immediately following a traumatic event and aims to prevent the development of certain anxiety disorders.

As per work place arrangements for paid staff, volunteers should be supported with linking into existing psychological debriefing practices of the organisation as required.





Sample operational report format—SITREP

# SITREP

This form is to be used by	
	ef and to the point. They should include only key points on what the team has fy any risks. Make sure you date, and sign all reports.
Date/Time (use 24 hour clock)	Name
Name of Local Council	Name of event (if applicable)
Tasks completed (include LDCC F	RFAs)
Number of people assisted	Location/streets
Any tasks outstanding (include LE	OCC RFAs)
Identified risks/WHS concerns for	the community and volunteers:
Team feedback - Including any en	merging issues, from the community/small groups or individuals
Anything else	
,9	
Signature:	

.......



# Memorandum of Understanding (MOU)

For the management of spontaneous volunteers in the \*Name of Local Government Area\* between \*Name of Organisation\* and \*Name of Council\*

## 1. Preamble and definitions

This Memorandum of Understanding (MOU) is made between \*\*\*\*\*\*\*\*(Name of Party) and Volunteering Queensland Incorporated (Volunteering Queensland). Each organisation is now individually 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 both Parties, the local communities, and individual volunteers to achieve the tenets of this MOU. This work is in recognition of the value (to all stakeholders) of encouraging a coordinated approach to the management of spontaneous volunteers in disasters.

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

Unless the subject matter or context requires otherwise, in this agreement, including the introduction, schedule and appendices, the following words and expressions (whether commencing with a capital letter or not) have the following meanings assigned:

- EV CREW (<u>E</u>mergency <u>V</u>olunteering <u>C</u>ommunity <u>R</u>esponse to <u>E</u>xtreme <u>W</u>eather)
- Community organisation: refers to any of the following bodies that organise the community work of volunteers:
  - o A corporation
  - o A trustee acting in the capacity of trustee
    - A church or other religious group
  - o A registered political party as defined under the *Electoral Act* 1992 or the *Commonwealth Electoral Act* 1918 (*Commonwealth*)
  - o The Crown (within the meaning of the Crown Proceedings Act 1980)
  - o A local government authority
  - o Any public authority within the Commonwealth of Australia constituted under an Act.
- Community work: means work that is not for private financial gain and that is done for a charitable, benevolent, philanthropic, sporting, recreational, educational or cultural purpose
- Management of volunteers: includes assessment of suitability for tasks, induction, training, recognition, ensuring health, safety and welfare, supervising and monitoring work, and dealing with unsatisfactory performance and misconduct
- Volunteer: means a person who does community work on a voluntary basis
- Spontaneous volunteer: means a volunteer who offers their services in response
  to a disaster or emergency situation. This volunteer may or may not have previous
  volunteering experience
- Work: includes any activity

## 2. Legislation and policies

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

- Disaster Management Act 2003
- State Disaster Management Plan
- Oueensland Offers of Assistance Guidelines
- National Standards for Volunteer Involvement
- Volunteering Australia's Definition of Volunteering
- Work Health and Safety Act 2011 (QLD)
- Queensland Recovery Plan
- Natural Disaster Relief and Recovery Arrangements

# 3. Background

This MOU recognises the disaster resilient value of communities mobilising themselves to prepare for, respond to and recover from disasters.

Following a disaster it is most often community members on the ground who are the first to help one another. In the past, while these local community led activities have produced significant results for disaster affected communities, they have at times, also caused unintentional additional stress for the people they are trying to assist. Equally these offers of assistance from individuals and groups willing and able to assist, may overwhelm and duplicate government and non-government organisations tasked with disaster management responsibilities. However, without a doubt, when managed appropriately, spontaneous volunteers can be a valuable and flexible resource for affected communities.

A lack of effective coordination and communication combined with inexperience and immature volunteer management frameworks at the local level, can significantly burden or complicate efforts for organisations responsible for emergency response, relief and recovery. In addition, by not fully valuing or utilising those who offer to volunteer, the emergency management sector fails to address contemporary community expectation and/or provide a rewarding experience for these potential volunteers, which may deter them from assisting with future relief and recovery efforts and/or other forms of volunteering. Not fully leveraging spontaneous volunteers in disasters means that we miss an important opportunity to build on the social capital in our communities and may jeopardise wider efforts to build community resilience.

Volunteering Queensland is the state peak body for volunteering, committed to advancing and advocating for volunteering. Volunteering Queensland develops and promotes the value of volunteering in sustaining strong, inclusive, connected communities

## 4. Scope of the Memorandum of Understanding

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.

## 5. Purpose and nature of the understanding

The purpose of this MOU is to provide a framework to enable the Parties to work collaboratively to improve the planning and arrangements as pertaining to the recruitment and management of spontaneous volunteers. This MOU seeks to ensure that clear arrangements are in place between the Parties to enable each organisation to manage offers of assistance from spontaneous volunteers and utilise these resources for the best outcomes for disaster affected communities.

These arrangements can maximise resource allocation of both Parties in a safe and coordinated manner. The MOU outlines an agreement between the Parties pertaining to the use of the services provided by Volunteering Queensland's EV CREW service and is not intended to be a legally binding document.

The Parties acknowledge that the nature and extent of an emergency may mean that strategic decisions about resource allocation may be made or directed in the interest of state-wide response and recovery operations which may impact on the provision of services in the \*\*\*\*\*\*\*\*(Name of Region/Location).

In the event of a major declared emergency for the whole of Queensland or significantly large proportions of the state, some or all of the agreed roles of the Parties that are signatories to this MOU may not be fulfilled. The Parties agree, however, that they will do all that is reasonably practicable within in their resource capabilities to fulfil the roles and responsibilities contained in this MOU.

#### 6. Administration

Each Party will bear the responsibility, cost of any additional administration and management of activities undertaken by that Party in support of this MOU.

At times of a disaster response, each Party has access to claiming costs from NDRRA and will do so in accordance with direction from the Queensland Government.

Following that period of time (and for other services that are agreed in addition to these projects) Volunteering Queensland has identified fee for service costs for a range of support functions to assist with disaster planning and response activities.

# 7. 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

## 8. 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 otherwise 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)

# 9. 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.

## 10. Intellectual property

All intellectual property, working documents, design elements, brands and other preexisting intellectual capital shall remain the property of the Party that developed it, unless otherwise agreed in writing by both Parties.

## 11. 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.

## 12. 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.

## 13. 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, to resolve the dispute the following procedure shall apply:

• The key contact persons within both Parties will meet within five 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 endeavour.
- 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.

## 14. Duration and termination

- This MOU shall be for a period of five years from the date of execution and shall replace all existing arrangements covering the subject matter it covers between \*\*\*\*\*\*\*\*(Name of Party) and Volunteering Queensland
- Upon agreement in writing by both Parties, this MOU allows for the early termination of this agreement by the mutual consent in writing of both Parties
- This MOU may also be terminated at any time by either Party, providing the other Party provides four weeks' notice in writing addressed to the key contact for the other Party specified in the schedule

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

## 15. Review and evaluation

Each Party shall undertake all reasonable actions in keeping with this 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.

Neither Party has any authority to incur, nor will incur, any obligation on behalf of the other Party except as expressly contemplated in accordance with this MOU or dedicated side agreements as agreed in writing by both Parties.

This MOU may be amended at any time by an agreement in writing between the Parties and any such amendments will be documented as an annexure to this MOU at that time.

## 16. Executed as a deed

This MOU is at-will and may be modified with the mutual consent in writing by the authorised individuals of \*\*\*\*\*\*\*\*(Name of Party) and Volunteering Queensland.

Once signed by the authorised Officers of both Parties, this MOU will be in force from that date for a period of five years, with annual review.

Signed for and on behalf of ********(Name of Party), being duly authorised by the organisation to do so:	Signed for and on behalf of Volunteering Queensland, being duly authorised by the organisation to do so:
Name:	
(Please print)	(Please print)
Position:	Chief Executive Officer
(Please print)	(Please print)
Signature:	
Date:	

## 17. Attachment 1: EV CREW service activations

Under existing Disaster Management Arrangements for Queensland, EV CREW acts as the only avenue used by the Queensland Government for the registration and referral of volunteers in a disaster management setting. Under these arrangements EV CREW may also be utilised by local governments as necessary.

Volunteering Queensland's EV CREW service links people who want to help out in times of disaster with organisations supporting communities during and after a disaster. This is achieved through Volunteering Queensland:

- Activating the Emergency Volunteering Coordination Centre, utilising the EV CREW system. This is the central coordinating point for incoming requests from organisations who are seeking volunteers, as well as from individuals and groups pledging to offer their time and assistance
- Acting as an information and communication provider in regard to the need for spontaneous volunteer assistance, and a gateway to easily and effectively disseminate information to the general public and pre-registered emergency volunteers about the progress and areas where volunteer assistance may be needed
- Connecting volunteer offers to help from individuals, groups and corporates with requests for volunteer assistance from organisations who are seeking volunteers
- Working closely with organisations across the course of their volunteer operations

# **Volunteering Queensland's obligations**

Volunteering Queensland agrees that as far as reasonably practicable, it is responsible for providing the following services as expressed in this MOU:

- Volunteer engagement throughout the year
- Supporting requests from \*\*\*\*\*\*\*\*(Name of Party/Organisation) for volunteer help to proceed or not to go ahead
- Converting that request for volunteer help into local volunteer management
- Connecting offers from volunteers to specific activity requests for volunteer assistance
- Preparing appropriate and willing volunteers for their volunteer experience and providing relevant information about the volunteering opportunities

- Providing reports on confirmed volunteers for disaster management organisations to more effectively track volunteer participation and attendance, for legal and insurance coverage and purposes
- Providing information as required on confirmed volunteers
- Follow up with volunteers to gain feedback on their experience and to direct them to other volunteering opportunities
- Provision of feedback reports to \*\*\*\*\*\*\*\*(Name of Party/Organisation) and other relevant disaster management organisations
- Follow up with relevant Party/organisations in regard to volunteer recruitment, management recognition and retention
- Present Request for Volunteer Assistance documentation to the Party/relevant organisation that includes specific details and requirements of the volunteer involving activity

## Volunteering Queensland is not responsible for:

- Checking or validating the information provided to Volunteering Queensland by a prospective EV CREW volunteer about the volunteer's attributes and skills
- Deciding if a prospective EV CREW volunteer has the appropriate attributes and skills or is a fit and proper person to be engaged in work by \*\*\*\*\*\*\*(Name of Party/ Relevant Organisation) Management of volunteers
- Public Liability Insurance and Personal Accident Insurance for volunteer workers
- Providing payment of any kind to any volunteer
- Ensuring the health, safety, and welfare of a volunteer working at \*\*\*\*\*\*\*\*(Name of Party/Relevant Organisation) workplace

## \*\*\*\*\*\*\*(Name of Party/Relevant Organisation) obligations

\*\*\*\*\*\*\*(Name of Party/Relevant Organisation) agrees it is responsible for:

- Deciding if a prospective volunteer has the appropriate attributes and skills and is a
  fit and proper person to be engaged in work by \*\*\*\*\*\*\*(Name of Party/Relevant
  Organisation)
- Coordination and management of volunteers
- Providing an appropriate volunteer role with induction, job briefing, debrief, and management of the volunteer during and as a result of engagement
- Providing insurance for each volunteer to protect against injury, loss or damage experienced
- Entering into a signed volunteer engagement agreement with a prospective volunteer before the volunteer starts work at \*\*\*\*\*\*\*(Name of Party/Relevant Organisation) workplace
- Providing information as requested to Volunteering Queensland to support of the engagement of potential and confirmed volunteers
- Complete a *Request for Volunteer Assistance* document, which provides specific details and requirements of the volunteer involving activity

#### Costs

The Parties of this MOU acknowledge the provisions of the Natural Disaster Relief and Recovery Arrangements (NDRRA) and State Disaster Relief Assistance (SDRA) in the application of financial assistance during emergency events

- The Parties acknowledge that each organisation will initially be responsible for meeting the costs of goods and services necessary to conduct their own activities
- \*\*\*\*\*\*\*\*\*(Name of Party) acknowledges that Volunteering Queensland is a not-for-profit incorporated organisation, and as such, and upon identification and mutual agreement by both Parties, \*\*\*\*\*\*\*\*(Name of Party) agrees to meet any operational costs incurred by Volunteering Queensland that are associated with the operation of EV CREW in delivering the agreed services in this MOU
- \*\*\*\*\*\*\* (Name of Party) acknowledges that in most situations the following costs are likely to be incurred operationally by EV CREW:
  - i. Wages (ordinary and overtime, including on costs) for EV CREW operations related to the disaster event
  - ii. Stationery, supplies and consumables
  - iii. Catering for staff and volunteers involved in extended work hours
  - iv. Extraordinary ICT usage and electricity usage
  - v. Travel expenses for staff in disaster affected areas if required to support volunteer operations on the ground. Travel expenses include travel, meals, accommodation, vehicle hire and petrol costs
- Volunteering Queensland will as far as reasonably practicable within one calendar
  month of completion of the agreed services provide to the key contact person
  for \*\*\*\*\*\*\*\*(Name of Party) a tax invoice separately itemising the cost of
  Volunteering Queensland services, or alternatively as instructed by the Queensland
  Government, directly submit an invoice to the Queensland Government for payment
  of the same item
- All invoices are payable within one calendar month of receipt by \*\*\*\*\*\*\*(Name of Party)

# 18. Attachment 2: Additional support available from Volunteering Queensland to build the capacity of \*\*\*\*\*\*\* (Name of Party) in managing spontaneous volunteers

## Sustainable workforce capability within the local government authority

To ensure sustained knowledge and capacity of local government staff, Volunteering Queensland recommends that \*\*\*\*\*\*\*\*(Name of Party) commit to professional development training for staff members, identified as potential volunteer managers in times of disaster.

It has been Volunteering Queensland's experience that skills, knowledge and experience in volunteer management are often lost with the natural turnover of staff in the disaster management sector. To alleviate this, it is recommended that \*\*\*\*\*\*\*\*(Name of Party) offers professional development training to staff members who will be engaging with the community during times of disaster and this training could be embedded annually as part of local government's preparation work.

The training can be offered as full training to new staff members or as refresher training to existing staff members who have previously completed the initial training.

Volunteering Queensland is a Registered Training Organisation (RTO) specialising in volunteering, best practice volunteer management and capacity building for volunteer-involving organisations. Volunteering Queensland provides nationally recognised accredited and non-accredited training and professional development programs, operating within the Standards for Registered Training Organisations (RTOs) 2015 for the Australian VET system.

Volunteering Queensland can deliver professional development training in *Managing Spontaneous Volunteers*. The modules making up this course include:

- i. Spontaneous Volunteering
- ii. Community Resilience
- iii. The importance of Volunteer Management
- iv. Disaster Management
- v. Managing Offers of Assistance

Training can be offered either as four half-days for two full days. Bespoke non-accredited training can also be developed to suit the unique needs and circumstances of an organisation.

# Consultancy for good practice advice on Standard Operating Procedures for community involvement in disasters

Volunteering Queensland is able to work with \*\*\*\*\*\*\*\*(Name of Party) to assist with the creation of good practice scalable standard operating procedures (SOPs), forming a Volunteer Management sub plan of a local government's Disaster Management Plan. These SOPs intend to be consistent with:

- Disaster Management Act 2003
- State Disaster Management Plan
- Queensland Offers of Assistance Guidelines
- National Spontaneous Volunteer Strategy
- National Standards for Volunteer Involvement
- Volunteering Australia's Definition of Volunteering
- Current research and resource development on spontaneous volunteering in disasters
- Queensland Recovery Plan

# 19. Attachment 3: Additional support available from Volunteering Queensland to Build the capacity of \*\*\*\*\*\*\* (Name of Party) in managing spontaneous volunteers

Upon a further signed agreement between the Parties Volunteering Queensland can provide additional support for an agreed time frame to provide \*\*\*\*\*\*\*(Name of Party) with the following:

Service	Additional costs
Consultancy/Contract work, including planning, capability audits, direct on the ground end to end support and management of volunteers, advice (Duration as per agreement)	May include staffing, venue hire, catering, travel, accommodation, and additional resources, reports
Training inclusive of session handouts (½ day, full day, online, periodic or as agreed)	May include venue hire, catering, travel, accommodation, and additional resources, e.g. reference resources



# Memorandum of Understanding (MOU)

For the management of spontaneous volunteers in the \*Name of Local Government Area\* between \*Name of Organisation\* and \*Name of Council\*

## 1. Preamble

This Memorandum of Understanding (MOU) is made between "Name of Council" and "Name of Organisation". Each organisation is now individually 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 "Name of Council", 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.

# 2. Purpose

This MOU established the principles, outcomes, roles, responsibilities and relationships between the Parties to this agreement.

This MOU is to enable "Name of Council" and "Name of Organisation" to work collaboratively to ensure management of spontaneous volunteers in response to disaster events. It outlines "Name of Organisation" role and services and "Name of Council" associated obligations and responsibilities.

## 3. Background

Whether we plan for it or not, volunteers will come forward spontaneously to offer all kinds of assistance at times of disasters.

They are usually not prepared, nor do they understand the risks, conditions, disaster consequences for the people affected, emergency management arrangements, or environmental dangers.

These volunteers can be an invaluable additional workforce when effectively sourced and managed and can really make a difference to helping with disaster efforts. Clear understandings of the affected communities' needs and strong management systems are required to effectively utilise these volunteers.

The Queensland Government has partnered with Volunteering Queensland, which registers spontaneous volunteers through Emergency Volunteering (EV) CREW. Volunteering Queensland then provides these volunteers to volunteer-involving organisations that are managing clean-up and recovery activities after a disaster. This is done via a request from local authorities/organisations asking for the referral of EV CREW registered volunteers to a nominated organisation that can take on the full responsibility to manage, induct, place, supervise and insure the spontaneous volunteers. The arrangements for the management of spontaneous volunteers needs to be established prior to a disaster event.

The Queensland Disaster Management Plan 2016 and Offers of Assistance Guidelines highlights local government will act as the managers of spontaneous volunteers in their jurisdiction, within local capacity.

In recognition of need for spontaneous volunteers to be effectively managed, "Name of Council" is requesting support from "Name of Organisation" to manage, be responsible and accountable for the management of spontaneous disaster volunteers in the local government area.

# 4. Scope of the Memorandum of Understanding

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 which may impact of the provision of services in the "Name of Council" Region.

In the event of a major declared emergency event that impacts on a significant large proportion of Queensland, some or all agreed roles may not be fulfilled. The Parties agree, however, 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.

## 5. Responsibilities and Services of parties to the MOU

# Responsibilities and Services of "Name of Organisation"

"Name of Organisation" will, subject to resource constraints, commit in good faith to the following:

- Participate as a member/advisor of the Local Disaster Management Group (LDMG)
- Identify, recruit and train "Name of Organisation" staff/volunteers to manage and team lead spontaneous volunteers
- Manage, supervise and coordinate activities of spontaneous volunteers in the "Name of Council" regional area
- Maintain adequate volunteer management practices and records regarding their operations.
- Participate in emergency exercises held by "Name of Council" and LDMG
- At the request of Council through the LDMG, deploy an appropriately trained "Name of Organisation" workforce to manage and team lead spontaneous volunteers
- Provide timely situation reports to assist the LDMG in its ongoing emergency management operations and to inform recovery planning
- Work in collaboration with Council, the LDMG and other stakeholders to ensure activities of spontaneous volunteers are coordinated within the broader response and recovery
- In partnership with Volunteering Queensland, utilise EV CREW for the provision of potential volunteers to support volunteer activities

## Responsibilities and Services of "Name of Council"

"Name of Council" will, subject to resource constraints, commit in good faith to the following:

- Involve "Name of Organisation" in disaster planning including membership of the LDMG and other appropriate committees and working groups
- Plan for and facilitate appropriate arrangements with support agencies and service providers to enable efficient spontaneous volunteer operations including provision of transport, PPE, two way communication, and catering for volunteers
- Conduct regular and timely emergency and recovery exercises with "Name of Organisation" and other agencies to ensure a high level of preparedness and response, build operational relationships and understanding of roles and responsibilities
- Provide early advice on activation to "Name of 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
- Assist "Name of Organisation" in sourcing and securing local accommodation for personnel
- Manage the communication strategy for the "Name of Council" regarding the volunteer response
- Work in collaboration with Volunteering Queensland's EV CREW and provide formal notice of the activation of "Name of Organisation" and the authority for the organisation to act on "Name of Council" behalf in the use of EV CREW. This component to be discussed and agreed between all Parties

## 6. Administration

Each Party will bear the responsibility, cost of any additional administration and management of activities undertaken by that Party in support of this MOU.

# 7. Typical Activities

6.6.1.1 Eligible Category A activities (emergency assistance directly to an individual) – remove the activities that are not relevant to the role.

Only Counter Disaster Operations (CDO)/Natural Disaster Relief and Recovery Arrangements (NDRRA) eligible activities will be undertaken. A description of the various eligible activities that can be undertaken can be found in *Appendix 1* of this document. The type of works anticipated will include, but are not limited to:

Removal of disaster related debris from residential properties to make it safe and habitable:

- Clean-up activities inside and immediately outside a home
- Removal of fallen trees and green waste
- Removal of flood related debris (such as mud, damaged furniture and whitegoods)
- Removal of trees which have become dangerous as a direct result of the eligible disaster within the safety limitations for "Name of Organisation" deployment of volunteers

- Removal and disposal of spoiled perishable food
- Removal of hazardous material which has been exposed as a direct result of the eligible disaster
- Removal of hazardous material that is located immediately beyond the residential block causing potential health and safety risks for the resident
- Removal of disaster damaged related building material debris (such as tiles, bricks and broken glass)

#### 8. Costs

- The Parties agree that all costs incurred during a declared emergency will be covered
  by the "Name of Council" through the State Disaster Relief and Recovery Arrangements
  (SDRRA) and/or National Disaster Relief and Recovery Arrangements (NDRRA) funding
  arrangements or other pre-arranged agreements for reimbursements.
- Any works to be undertaken under this MOU will need to be tasked by "Name of Council" who will assess the eligibility of the activity (refer to *Appendix 1*) ensuring that it falls within the guidelines of the CDO program under the NDRRA.
- The Parties acknowledge that each organisation will initially be responsible for meeting the costs of goods and services necessary to conduct their own activities.
- The following costs may be charged and are indicative only and will only be incurred if applicable pertaining to activation and eligible under CDO.
  - Wages (ordinary and overtime, including on costs) directly associated with organising and managing volunteers on costs
  - o Stationery, supplies and consumables
  - o Specialised/task based PPE equipment
  - o Catering for volunteers
  - o Hire vehicles to transport volunteers
  - o Transport and accommodation costs for staff/volunteers on deployment
- "Name of Organisation" will ensure that other funding received from other sources for activities directly relating to spontaneous volunteer operations are declared and taken into consideration when billing "Name of Council".
- "Name of Organisation" will as far as reasonably practicable within one calendar month
  of completion of the agreed services provide to the key contact person for "Name of
  Council" a tax invoice separately itemising the cost of "Name of Organisation".
- "Name of Organisation" must submit invoices to "Name of Council" for activities occurring within the preceding financial year no later than 31 August.

# 9. 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

## 10. 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 otherwise 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)

# 11. 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.

## 12. 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.

# 13. 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.

# 14. 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.

## 15. 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, to resolve the dispute the following procedure shall apply:

- The key contact persons within both Parties will meet within five 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 endeavour to resolve the dispute within an additional five 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

## 16. Duration and termination

- This MOU shall be for a period of five years from the date of execution and shall replace all existing arrangements covering the subject matter it covers between "Name of Council" and "Name of Organisation"
- Upon agreement in writing by both Parties, this MOU allows for the early termination of this agreement by the mutual consent in writing of both Parties
- This MOU may also be terminated at any time by either Party, providing one Party
  provides four weeks' notice in writing addressed to the key contact for the other Party
  specified in the schedule

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

## 17. 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 will be documented as an annexure to this MOU at that time.

# 18. Executed as a deed

This MOU is at-will and may be modified with the mutual consent in writing by the authorised individuals of "Name of Council" and "Name of Organisation".

Once signed by the authorised officers of both parties, this MOU will be in force from that date for a period of five years, with annual review.

Signed for and on behalf of "Name of Council", being duly authorised by the organisation to do so:	Signed for and on behalf of "Name of Organisation", being duly authorised by the organisation to do so:
Name:	
(Please print)	(Please print)
Position:	
(Please print)	(Please print)
Signature:	
Date:	

