



# Navy Cadet Force

## Volunteers Agreement

NCF HQ & National Training Centre  
Ricspur Works  
Walsall Road  
Walsall Wood  
WS9 9AI

### Volunteer agreement

This letter sets out what we can each reasonably expect from your volunteering role within The Navy Cadet Force ("the Corps"). The Corps appreciates you volunteering with us and is committed to providing volunteers with a supportive environment. We hope that you will find your volunteer experience enjoyable and rewarding.

#### 1. VOLUNTEER ROLE

We hope that you will usually be able to volunteer with us on at least the occasions when your Parent Unit parades so that we can each get the most from the volunteering experience. However, we are flexible about when you work within the constraints of maintaining the required volunteer to cadet ratios so please let us know if you would prefer a different arrangement.

We expect you to perform your role to the best of your ability and to follow our constitution, rules, regulations, procedures, policies and standards, including health and safety and equal opportunities, and to comply with the Bribery Act 2010. You can expect us to deal with you in accordance with our equal opportunities policy.

#### 2. INDUCTION AND TRAINING

We will provide an induction explaining what we do and how volunteers fit within our organisation. We will also provide training to assist you to meet the standards we expect from volunteers and to ensure your health and safety.

#### 3. SUPERVISION AND SUPPORT

Your main point of contact during your volunteering with us will be the Commanding Officer at your Parent Unit with whom you may discuss any problems or complaints you may have.

Please give your Commanding Officer as much notice as possible if you are unable to volunteer when expected.

#### 4. INSURANCE

Your Unit will provide adequate insurance cover for you while you are undertaking voluntary work approved and authorised by us within your Unit, provided you remain within your Terms of Reference and act with reasonable care, diligence and attention to your duties.

#### 5. CONFIDENTIALITY

In the course of providing your volunteering services, you may have access to confidential information relating to the Corps and the young people who attend the

organisation. We expect you not to use or disclose this information to any person either during your volunteering experience with us or at any time afterwards.

## 6. INTELLECTUAL PROPERTY

6.1 The definitions in this clause apply in this agreement.

**Intellectual Property Rights:** patents, rights to Inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Inventions:** inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

6.2 You shall give the Corps full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of the Appointment which relate to, or are reasonably capable of being used in, the activities of the Corps. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Corps absolutely. To the extent that they do not vest automatically, you hold them on trust for the Corps. You agree promptly to execute all documents and do all acts as may, in the opinion of the Corps, be necessary to give effect to this clause 6.2.

6.3 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in clause 6.2.

6.4 You also irrevocably appoint the Corps or its duly authorised representatives to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for the Corps to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any Trustee, the Colonel, or XO, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

## 7. EXCLUSION OF LIABILITY

In consideration for you agreeing to the provisions of clause 6 and assigning any intellectual property rights to the Corps, the Corps will in so far as is legally possible, and provided you carry out your duties with reasonable diligence, care, and attention, exclude you from all and any personal civil liability arising as a direct result or consequence of your involvement with the Corps. For the avoidance of doubt such an exclusion on personal liability will not apply where you have acted in gross dereliction of your duties, where you have been found to have been grossly negligent, acted fraudulently, outside of your authority as set out in the Corps Terms of Reference for your position, or in a criminal fashion.

**8. LEAVING**

We ask that you give us as much written notice as possible if you want to stop volunteering with us in accordance with the Corps' Constitution and the Rules and Regulations.

**9. DATA PROTECTION & DBS CHECKS**

You agree that the Corps may collate and hold information relating to your volunteer status, including such details as are required to fully identify you, to carry out an enhanced DBS check as and when required, and to keep a record of any training, qualifications you possess or gain, or disciplinary issues.

Such information may be retained by the Corps for so long as is required save that it will not be kept for more than ten years following your departure from the Corps for whatever reason.

The information will not be used for any purpose outside of the Corps, save for assisting with any reference request that the Corps may receive, as set out in this paragraph, or as may be required by law.

Training and Qualifications may be shared with other outside organisations as required to show that you are able to assist with the supervision of cadets on any particular activity.

**10. JURISDICTION**

Both you and the Corps agree that this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Please acknowledge that you understand the contents of this letter and that you agree to abide by the Corps Constitution, Regulations, Policies and Procedures by signing, dating and returning the enclosed copy.

Yours sincerely,

*Colonel Terry Fitzgerald*

On behalf of the Navy Cadet Force

I understand the contents of this letter.

Signed .....

Date .....

Print.....

Unit .....