

## AGREEMENT BETWEEN THIRD WAVE FOUNDATION AND THE VOLUNTEER

### Parties

**Third Wave Foundation (TWF)** of Kolkata, West Bengal - 700082, India, a non- profit society registered under the West Bengal Societies Registration Act XXVI of 1961 bearing the Registration No. S0011257.

**Name of the Volunteer:**

**Address:**

**Occupation:**

### Background

A **TWF** and Mr. / Ms. .... **[volunteer's name]** have entered into an agreement to engage in the TWF TOTEM Volunteers Programme.

B **TWF** and Mr. / Ms. .... **[volunteer's name]** wish to record the terms of their agreement in relation to the programme.

### Operative Provisions

#### 1. Terms

##### Consideration

1.1 In consideration for TWF accepting you into the programme, you agree to pay the contribution of Indian Rupees (INR) ..... and agree to waive your rights to any claims that you may have against TWF and its related entities however such claims may arise.

1.2 You agree to pay the consideration sum prior to travelling to TWF.

##### Waiver, Limitation of Liability and Remedy

1.3 To the full extent permitted by law, neither TWF or any other person involved in the programme and overall activities of TWF, shall be liable to you or any person claiming through you for losses, costs, claims, damages or liabilities of whatever kind or nature and however caused (including by negligence by TWF or its employees, contractors or agents) and whether direct or indirect which you may suffer, arising out of or relating to your involvement with TWF under this agreement, the programme or the overall activities and business of TWF.

## **Expenses**

- 1.4 The consideration sum covers the placement cost and the deposit.
- 1.5 If, before the programme starts, you are no longer able to take part in the programme, TWF will refund your placement cost but will not refund your deposit.
- 1.6 If after the programme has started, you leave the placement early for whatever reason, TWF may consider reimbursing you for the placement cost which forms part of the consideration sum.

## **Risk**

- 1.7 TWF does not accept any responsibility or liability for any accident involving you, injury to you, damage to your personal property, or loss of personal property during the programme or in preparation for it.
- 1.8 You accept that the programme involves living in a remote area, and may involve walking/ running over rugged terrain.
- 1.9 You are responsible for ensuring that you are medically fit to take part in the programme. If you have a medical condition likely to be affected by the activities involved in the programme, you must consult a doctor about your participation.
- 1.10 In the event that you are not medically fit to participate in the programme, you must disclose this information to TWF.
- 1.11 TWF does not take any responsibility for existing medical conditions that you may have.

## **Insurance**

- 1.12 You understand that some inherent risk exists because of the environment that TWF works in, which is remote and has only basic facilities such as one finds in a rural area of a developing country. Travel and medical insurance are essential and TWF takes no responsibility for you.

## **Compliance with programme rules and termination**

- 1.13 You understand that the living conditions are shared dorm room accommodation. You will be sleeping in the dormitories and spending time in the communal areas with volunteers, TWF staff and other visitors.
- 1.14 You agree to organise your own clothing necessary for all activities and for all weather conditions relating to the time of year you are travelling.
- 1.15 You agree to abide by the request and instructions of the TWF staff members while at TWF.
- 1.16 TWF may terminate this agreement without notice where you fail to abide by the request and instructions of the TWF staff during the programme.
- 1.17 TWF may consider reimbursing you for the placement cost where TWF terminates the agreement.

- 1.18 Any communication regarding financial reimbursement must be carried out with staff at TWF.

### **Transfer of funds**

- 1.19 You agree that in the case of transfers of money, any fees relating to that transfer must be paid by you. In the case of a financial reimbursement, the amount paid to you will be the amount agreed on minus any cost of transferring that money.

### **Complaints**

- 1.20 You must contact the TWF volunteer coordinator directly if you have any serious concerns or difficulties.

### **Acknowledgement**

- 1.21 The parties acknowledge that before executing this agreement and completing the sign up form they have both read and understood the terms of this agreement and have each had separate legal advice of its effects and implications from their independent legal advisors.

## **2 Miscellaneous**

### **Confidentiality**

- 2.1 You are responsible for maintaining the confidentiality of all proprietary or privileged information to which you are exposed while serving as a volunteer, whether this information involves a single staff member, volunteer, client, or other person or involves TWF's overall business. Failure to maintain confidentiality may result in the termination of this agreement without notice or other corrective action.

### **Assignment**

- 2.2 Except as expressly permitted by this document, a party must not assign any of its rights under this document without the prior written consent of the other parties. That consent may be given or withheld at a party's absolute discretion.

### **Entire agreement**

- 2.3 This document contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.

### **Execution of separate documents**

- 2.4 This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately executed documents are exchanged between the parties.

**Further acts**

2.5 The parties will promptly do and perform all acts and things and execute all documents as may from time to time be required, and at all times will act in good faith, for the purposes of or to give effect to this document.

**Governing law and jurisdiction**

2.6 This document is governed by the law of West Bengal. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.

**No authority to act**

2.7 No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party except as specifically provided in this document or by express agreement between the parties.

**Severability**

2.8 If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

**Variation**

2.9 No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

**Executed as an agreement**

**Signed by [Volunteer's Sign]:**

**Date:**

**FOR FURTHER DETAILS:**

Contact: Mr. Arunesh Majumder [+91 9874229739 / +91 7583929149]