



TERMS AND CONDITIONS FOR VOLUNTEER CONSULTANTS

[•] AUGUST 2015

1. INTRODUCTION

- 1.1. These Terms and Conditions set out the terms upon which volunteer business consultants (“**Volunteer Consultants**”) shall provide their voluntary assistance to Grow Movement Volunteer Consultancy (“**Grow Movement**”) (“**Terms and Conditions**”).
- 1.2. Grow Movement appreciates you volunteering with us. We are committed to providing volunteers with a supportive environment and hope that each Volunteer Consultant finds the experience enjoyable and rewarding.

2. AIM OF THE PROJECT

- 2.1. Grow Movement is a registered charity working with Volunteer Consultants from around the world to transform the lives of people in Uganda, Rwanda and Malawi (“**Target Countries**”) by empowering African entrepreneurs with business skills, enabling them to run their organisations more effectively, increase their profitability and helping them create jobs in their communities.
- 2.2. All Volunteer Consultants are required to provide their assistance and services in accordance with the below Terms and Conditions, acceptance of which constitutes your agreement to abide by the Terms and Conditions.

3. SKILLS AND EXPERIENCE

- 3.1. Volunteer Consultants shall be global business professionals with skills in marketing, finance, strategy [and/or] business development.
- 3.2. Volunteer Consultants shall have:
 - (a) a minimum of five years commercial experience post-graduation;
 - (b) experience in mentoring, coaching, teaching and/or improving business performance;
 - (c) an MBA post graduate (please note that we do not currently accept volunteers while they are still studying for their MBA) or equivalent business/education experience or professional qualification (including qualification as an accountant, lawyer, chartered surveyor etc.); and
 - (d) fluency in English.

4. SCOPE OF SERVICES

- 4.1. Grow Movement anticipates interviewing Volunteer Consultants to match them with an entrepreneur from one of the Target Countries who has been identified as requiring assistance with issues in each Volunteer Consultant’s areas of expertise (“**Entrepreneur**”).
- 4.2. Once matched, the Volunteer Consultant will meet with the Entrepreneur for 12 sessions over a 3 to 6 month period, connecting over Skype or the telephone. Grow Movement managers will support both the Volunteer Consultant and the Entrepreneur to ensure that the project stays on track.
- 4.3. Volunteer Consultants agree to use their best endeavours in their pursuit and participation in the project.
- 4.4. Grow Movement managers will revisit, usually within 6 months after the end of the project, the Entrepreneur to review what impact the Volunteer Consultant and Grow Movement have had on his business skills, profitability and job creation.

5. AVAILABILITY

By registering with Grow Movement as a Volunteer Consultant, you agree and confirm that:

- 5.1. you are able and willing to commit a minimum of 40 hours of work on each project, composed of 12 one-hour sessions and around 2 hours of preparation, research and administration for each session;
- 5.2. you will be able to participate in the project through its full duration (usually 3 to 6 months), which will be agreed at the outset of each project;
- 5.3. you have ready access to Skype and, when for any reason it is not possible to carry out any scheduled session over Skype or the internet, you will arrange for that session and any consecutive sessions to be held over the telephone and will cover full cost of such calls; and
- 5.4. you will update Grow Movement managers on the progress on the project as and when necessary.

6. REQUIREMENTS AND OBLIGATIONS

- 6.1. As a Volunteer Consultant you must comply with all applicable laws and regulations, including without limitation the laws and regulations of the United Kingdom, the Entrepreneur's home country and your home country ("**Applicable Laws**").
- 6.2. If you learn or reasonably suspect that the Entrepreneur or his business is breaking any Applicable Laws, you shall report it immediately to Grow Movement CEO and Board of Trustees ("**The Board**"). The Board will then convene on such a report and take action as it deems appropriate.
- 6.3. You must not provide the Entrepreneur with any funds or capital (including without limitation cash, commercial papers, stocks or bonds) in any form, including without limitation in the form of loans, leases, lease-back arrangements or gifts, unless you have received express permission to do so from Grow Movement CEO or The Board. Such permission applies only to the specific request and can be withdrawn at any time at the CEO's or The Board's discretion, as the case may be.

7. TERM

- 7.1. You will provide your services to Grow Movement from the date of your online registration with Grow Movement, unless and until your role as a Volunteer Consultant is terminated:
 - (a) by Grow Movement in accordance with clause 14.1 below; or
 - (b) by you giving Grow Movement not less than 4 weeks' prior written notice.
- 7.2. Without prejudice to clause 7.1(b) above, if you decide that for any reason you will not be able to complete a project which has already started, you will notify Grow Movement as soon as possible in order to enable arranging your replacement.

8. STATUS

- 8.1. As a Volunteer Consultant you are not acting as Grow Movement's or the Entrepreneur's agent, employee worker or partner and shall not hold yourself out as such. You shall not enter into any contract, promise, or any type of agreement on behalf of Grow Movement or the Entrepreneur.

9. COMPENSATION

- 9.1. Your role as a Volunteer Consultant with Grow Movement is on strictly voluntary and not-for-profit basis. You will not be receiving any fees or compensation from either Grow Movement or the Entrepreneurs.
- 9.2. You agree to cover any costs you incur in participating in the project, including without limitation any costs of calls to the Entrepreneur. Such costs shall not be reimbursed to you by either Grow Movement or the Entrepreneur.
- 9.3. You must not attempt to make any monetary gain, whether directly or indirectly, as a result of, or in connection with, your involvement with Grow Movement.

10. CONFIDENTIAL INFORMATION AND PROPERTY

- 10.1. You must always maintain Grow Movement's and the Entrepreneur's business secrets and confidentiality. You must not use or disclose to any person either during or at any time after the termination of your role as a Volunteer Consultant with Grow Movement any confidential information about the business or affairs of Grow Movement or the Entrepreneur or any of their business contacts, or about any other confidential matters which may come to your knowledge in the course of the project.
- 10.2. For the purposes of clause 10.1 above, **confidential information** means proprietary rights, data and information (including without limitation business plans and proposals, intellectual property, trade secrets, audits, accounts and summaries) which are not in the public domain and which relate to the affairs of Grow Movement or the Entrepreneur or any of their business contacts.
- 10.3. The restriction in clause 10.1 above does not apply to:
 - (a) any use or disclosure authorised by Grow Movement and/or the Entrepreneur, as the case may be;
 - (b) any use or disclosure required by any Applicable Law; or
 - (c) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
- 10.4. All documents, manuals and software provided for your use by Grow Movement or the Entrepreneur, and any data or documents (including copies) produced, maintained or stored on the Grow Movement's computer systems or other electronic equipment, remain the property of Grow Movement or the Entrepreneur, as the case may be.

11. DATA PROTECTION

- 11.1. You understand and agree that Grow Movement may process personal data (as defined in the Data Protection Act 1998) relating to you for legal, personnel, payroll, administrative and management purposes, and including sensitive personal data relating to you, as appropriate, such as:
 - (a) your personal details, financial details, employment and education details and the consultancy services you may provide to Grow Movement to administer and manage projects and our relationship;
 - (b) information about your physical or mental health or condition in order to take decisions as to your fitness for work;
 - (c) your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; and
 - (d) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 11.2. Grow Movement may make your personal data available to third parties who provide products or services to Grow Movement, regulatory authorities and governmental or quasi-governmental organisations or where Grow Movement is otherwise under a legal obligation to do so.
- 11.3. You consent to the transfer of your personal data to the Grow Movement's contacts outside the European Economic Area, including without limitation the Entrepreneur and Grow Movement local managers.
- 11.4. You consent to Grow Movement using your name and photograph in our marketing materials.
- 11.5. You shall comply with Grow Movement's data protection policy a copy of which [is contained in the Volunteer Manual OR is available from [CEO] OR is available on Grow Movement's internal website] when handling personal data in the course of your providing services as a Volunteer Consultant, including personal data relating to any employee, other volunteer, entrepreneur or other beneficiary of Grow Movement's charitable work, partner, customer, supplier, agent or other third party contact of Grow Movement.

12. INTELLECTUAL PROPERTY

- 12.1. You hereby assign to Grow Movement all existing and future intellectual property rights (including without limitation patents, copyright and related rights) and inventions arising from your role as a Volunteer Consultant with Grow Movement. You agree promptly to execute all documents and do all acts as may, in the opinion of Grow Movement, be necessary to give effect to this clause 12.1.
- 12.2. 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 arising from your role as a Volunteer Consultant with Grow Movement.

13. LIABILITY

- 13.1. You will have personal liability for and shall indemnify Grow Movement for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from:
- (a) any breach by you of these Terms and Conditions, including any negligent or reckless act, omission or default in your role as a Volunteer Consultant; or
 - (b) any activity involving elements of fraud or theft arising from or in connection with your role as a Volunteer Consultant.

14. TERMINATION AND OBLIGATIONS ON TERMINATION

- 14.1. Grow Movement may at any time and at its own discretion terminate your participation in a project and/or your role as a Volunteer Consultant with immediate effect with no liability.
- 14.2. Any of Grow Movement's or the Entrepreneur's property in your possession and any original or copy documents obtained by you in the course of your role as a Volunteer Consultant must be returned to one of Grow Movement managers at any time on request and in any event on or before the termination of your role as a Volunteer Consultant.
- 14.3. You undertake to irretrievably delete any information relating to the business of Grow Movement and the Entrepreneur stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of Grow Movement or their computer systems.

15. WAIVER

- 15.1. No failure or delay by Grow Movement to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict Grow Movement's further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict Grow Movement's further exercise of that or any other right or remedy.

16. VARIATION

- 16.1. These Terms and Conditions may only be varied (i) by a document signed by both you and Grow Movement or (ii) through electronic confirmation of your acceptance of any amended or revised version of these Terms and Conditions.

17. THIRD PARTY RIGHTS

- 17.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no person other than you and Grow Movement shall have any rights under it.
- 17.2. These Terms and Conditions may be varied, amended or modified or may be suspended, cancelled or terminated or rescinded without the consent of any third party.

18. GOVERNING LAW AND JURISDICTION

- 18.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).