



CITA Volunteer Indemnity

Last updated September 2022

In order to register for a CITA service Charities have to accept the following terms and conditions as documented in the legal agreement shown below. Note that the wording is directed at Charities, i.e. the 'you' in this text is the Charity.

When you register as a Charity with CITA you are accepting:

The full terms and conditions as documented in the legal agreement below.

Responsibility for paying any reasonable expenses incurred by volunteer(s) working on your projects. Agreement on the payment of travel and other expenses should be agreed directly with the volunteer in advance of the engagement.

As an aid to understanding this legal agreement there are two points that need to be emphasised.

When accepting a pro bono volunteer to work for you it is your responsibility to ensure that the volunteer is both adequately skilled and a fit person for your organisation. Each volunteer when submitting their details to the CITA portal and expressing a willingness to advise and assist any particular Charity is asked to warrant to CITA for the benefit of its Charity clients that such information is accurate, up to date and not misleading and that they are happy for that Charity client to conduct due diligence (including where relevant, DBS checks) on them as the Charity client considers appropriate. You should undertake such reference checking and DBS checks as you consider appropriate in the circumstances. CITA does not undertake these checks. If you have any concerns on this then you should contact the CITA administrator for assistance: contact@cita.org.uk.

The service being offered by the volunteer(s) is on a pro bono basis. Neither CITA (which is a not for profit organisation) nor the volunteer can accept any financial liability for the advice or services offered by the volunteer except that the volunteer does not exclude personal liability to the extent that they are guilty of fraud, wilful misconduct or bad faith.

AGREEMENT FOR THE PROVISION OF PRO BONO SERVICES

It is a condition of the provision of services on a gratuitous basis arranged through the portal of the Charity IT Association ("CITA") that those charitable organisations ('the Clients') receiving the Services (as defined below) accept a Memorandum in the following form. If you are unclear about the meaning or effect of any of the provisions in this Memorandum, you are recommended to take legal advice.

For the purposes of this Memorandum, "Services" means any services rendered for the benefit of the Client in connection with and including the provision of, and advice relating to, hardware and all other types of computer or telephony equipment or media including software (including whether or not embedded in computer equipment), networks, data and content manipulation, selection of specialist suppliers or service providers, project management, system strategy, suitability of job candidates or any other services whatsoever in relation to information technology and its governance.

As a duly authorised representative of the Client who wishes to receive certain Services to be provided by a "Provider" (a volunteer or volunteers engaged through the CITA portal), it is accepted and agreed that it is a condition of engagement of the Provider that the responsibility for any loss or damage caused by the provision of or failure to provide, in whole or in part, any of the Services shall be limited as provided below.

CITA's responsibilities are limited to trying to select from its pool of volunteers the most appropriate available volunteer (a 'volunteer matching service') to deliver the Services to the Client according to the Client's description of the requirement.

The Provider volunteers their time in a personal capacity. They are not undertaking any volunteering role as a representative or agent of their employer (if any) or of CITA.

The Client acknowledges that:

- (a) it is its sole responsibility to ensure the Provider has the requisite skills for, and is otherwise appropriate to, the needs of the Client in relation to the Services;
- (b) unless the Provider or CITA otherwise agrees in writing,
 - (i) the Services shall be used for the Client's sole benefit; and
 - (ii) the same shall not be replicated for the benefit of, communicated to or permitted to be relied upon by, any other person.
- (c) the Client will make its own judgment as to the suitability of the Services for its own purposes, and if such Services are found to be unsuitable, neither CITA nor the Provider (collectively called the "Protected Persons") shall be responsible for such lack of suitability; and
- (d) it will ensure that all necessary security clearance and/or safeguarding checks required of the Provider are in place. The Client is responsible for ensuring that it complies with all applicable data protection laws (including The Data Protection Act 2018) in connection with the engagement of the volunteers and the possible making available of personal data to that volunteer.

Insofar as the Client provides the Protected Persons with information or data which infringes third party intellectual property rights, is defamatory, constitutes a breach of confidentiality or imposes some other liability upon any of them, it shall fully and effectively indemnify the Protected Persons against any liability any of them may assume by reason of utilising such information or data as part of, or in the course of implementing, the Services.

The Client shall provide, at its own expense, any necessary training for the volunteer regarding the Client's business, policies, processes and/or systems. The Client shall ensure that sufficient and necessary access to the Client's premises, systems, personnel, information and documentation is granted to the volunteer to enable delivery of the Services.

Volunteers agree to provide advice and guidance to Clients to the best of their ability but it is understood that except as expressly provided below volunteers will have no personal liability for the advice or guidance given. None of the Protected Persons shall be liable to the Client for any loss or damage whatsoever and whether direct, indirect, special or consequential which arises in contract,

tort, by statute or otherwise in connection with the Services save only to the extent that fraud, wilful misconduct or bad faith are applicable.

Nothing in this Memorandum excludes or limits the liability of any of the Protected Persons for death or personal injury caused by wilful default or negligence on the part of any of them.

The Client agrees that having regard to all the circumstances including the fact that no charge is being made for the Services themselves (as distinct from CITA's administration charges), the terms of this Memorandum are fair and reasonable.

It is acknowledged by both the Client and the volunteer that either party is free to terminate any engagement simply upon notice given in writing or via e-mail at any time. Such notice can be effective immediately and no justifying reasons need be given.

Upon completion of each volunteer assignment the Client agrees to complete a feedback report in a supplied, pre-prescribed format detailing the Client's view of the quality and effectiveness of the Services delivered to the Client by the volunteer. The details in that feedback report will only be shared with the volunteer if the Client explicitly agrees to such disclosure.

The Client agrees that any volunteer who undertakes work on behalf of a Client of CITA pursuant to these arrangements is an express third party beneficiary of the limitations and exclusions from liability expressed in this Charity Agreement and can enforce and rely upon the same in relation to the Client under the terms of the Contract (Rights of Third Parties) Act 1999.

The terms of this Memorandum are governed by English law.