

THE VOLUNTEER AGREEMENT

PURPOSE

OPC encourages members to volunteer for service on OPC's committees and similar functions. Committee work is of vital importance to OPC and volunteer service in this area is greatly appreciated by the Corporation. The purpose of this policy is to set out the responsibilities and expectations of volunteers serving on committees.

POLICY

All OPC volunteers serving on OPC committees, working groups and task forces shall sign the agreement that follows which sets out the responsibilities and expectations for their respective assignments.

PROCEDURES

1. Committees

The President in consultation with the Vice President will play an active role in the appointment process for selecting Chairs and new committee members.

The President, in consultation with the Past President will select the Committee Chairs from a list of nominees provided by the Nominations Committee.

The President of OPC, in consultation with the Committee Chairs will be responsible for the appointment of members to each committee from a list of nominees provided by the Nominations Committee.

The Chair of each committee will be responsible for the appointment of members to subcommittees if required with the exception of the Certification and Registration Board and the Professional Practice subcommittees for which the President and the Vice President in consultation with the respective Committee Chairs shall appoint the Chair.

Each Chair will work with the incoming President to set forth the initiatives for the upcoming year.

Committee chairs are responsible to submit activity reports to the Board. Committees may meet in person or via conference calls. Committee actions or recommendations should reflect the consensus of their members or the majority of those present.

2. Terms Of Reference

Terms of Reference shall be provided to the committee members.

The Volunteer Agreement

3. Tasking and Work Plans

The Board of Directors shall task committees as required by providing committee chairs with a written request outlining the nature of the task, the work that is required, the expected deliverable, and a deadline for same. The task memo should make reference to the Board motion approving the task and its assignment to a particular committee. Committees through their chairs may seek clarification about assigned tasks and may identify issues, and make suggestions aimed at improving outcomes.

Each committee will develop and carry out a work plan annually, subject to its approval by the Board of Directors. The work plan will include tasks assigned to the committee by the Board of Directors as well as new and ongoing projects that the committee is undertaking. Work plans should be developed and/or updated as soon as possible after the committee has been appointed by the Board of Directors.

4. Reporting

Every committee shall provide reports of meetings and progress with work plans to the Board of Directors of the OPC at least two weeks in advance of each meeting of the Board.

The Committee's work, findings and conclusions will be reported to the Board of Directors. Recommendations for significant changes in direction or policy will require Board approval for implementation.

5. Nominations Committee

At the first Board of Directors meeting of each year, the President shall appoint the members of the Nominations Committee.

In order to form a committee that is a cross-sectional representation of the OPC, the President will appoint members based on their knowledge of committee activities, and the functions of the Board.

The Nominations Committee shall post committee vacancies together with a brief description of the committee function on the OPC's web page. The Nominations Committee shall solicit prospective nominees for OPC committees from the general membership. All nominees for office will be advised of the nominating process and any requirements of the Committee. Information submitted by each nominee shall be provided to the members of the committee who shall review each nominee's willingness to serve, eligibility and qualifications.

In considering prospective candidates, the Committee will review all available information and recommend eligible members who are considered the most qualified to serve. Consideration will be given to nominees who provide a representative balance in the OPC including such areas as the member's geographical location, area of practice/expertise and interest. The Committee shall establish an ongoing file of all eligible nominees to be kept for a two-year period allowing for appointments to fill vacancies for unexpired terms.

Approved by OPC Board of Directors: February 23, 2015

ORTHOTICS PROSTHETICS CANADA

THE VOLUNTEER AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 20____. Between _____
_____ (the "the Volunteer"), and OPC (the "Corporation")

WHEREAS the volunteer has agreed to sit on any one or more of the committees established by the Corporation; and

WHEREAS the Corporation requires potential committee members to enter into an agreement dealing with the matters hereinafter set forth;

THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties agree as follows:

1. Advisory committee

Subject to the terms and conditions herein contained the Corporation agrees that, the Volunteer may participate and be a part of any committee established by the Corporation, whether existing or created in the future.

2. Duties and Responsibilities

The Volunteer shall duly and diligently perform all the duties assigned to him or her while serving on a Committee.

3. Rules and Regulations

The Volunteer shall be bound by and shall faithfully observe and abide by all the rules and regulations of the Corporation from time to time in force which are brought to his or her notice or of which he or she should reasonably be aware.

4. Non-Disclosure

The Volunteer shall not (either while serving as a member of a Committee or at any time thereafter) disclose any information relating to the private or confidential affairs of the Corporation or relating to any proprietary information of the Corporation to any person other than for the Corporation's purposes, and shall not use for his or her own purposes or for any purposes other than those of the Corporation any such information or secrets acquired in relation to the business carried on by the Corporation.

5. Confidentiality

Certain information that the Corporation deems confidential may be disclosed to the Volunteer orally, in written, in electronic or in other form. Unless specifically stated otherwise herein or in the information transmitted, all information disclosed by the Corporation pursuant to this Agreement shall be deemed confidential ("Confidential Information").

The Volunteer Agreement

Confidential Information disclosed by the Corporation shall be and remains the confidential property of the Corporation. Confidential Information will be used by the Volunteer solely for the purposes of this Agreement, and may not be used in any way directly or indirectly detrimental to the Corporation.

6. Intellectual Property

- 6.1 Every volunteer warrants and represents to the Corporation that they have no claims whatsoever in relation to intellectual property rights against the Corporation, including but not limited to claims or rights in connection with copyrights, author rights, patents, trademarks, or designs related to the Corporation's software and that any claim they may have is hereby assigned to the Corporation.
- 6.2 Ownership of all intellectual property (the "product") created for or on behalf of the Corporation by the Volunteer (the "primary author"), shall belong to the Corporation. The Corporation will provide the primary author full access to the electronic version of the product, as modified by the Corporation, and all components thereof. In addition, the primary author retains:
- i) The right to reproduce, to distribute, to publicly perform and publicly display, in whole or in part, the product in any medium for non-commercial purposes;
 - ii) The right to prepare derivative works from the product for non-commercial purposes; and
 - iii) The right to authorize others to make non-commercial use of the product, so long as the primary author receives credit as the author and the Corporation receives credit as the publisher of the product.

If the Corporation requires upgrades or modifications to the product or organizes training workshops associated with the product, the primary authors shall have the exclusive right of first refusal to provide consulting and/or training services for such upgrades, modifications and workshops. The parties shall negotiate in good faith for not less than 30 days before the Corporation approaches any other persons regarding the possibility of providing such services in respect of such upgrades and modifications.

- 6.3 Every the Volunteer shall agree not to, directly or indirectly, or through any third party or otherwise, make available any information or material that is similar in nature or directly competes with any Product developed by or for the Corporation.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Signature:

Date: _____