

VOLUNTEER SERVICES AGREEMENT
MN CANADA, INC.

Club Affiliation #: _____

Club Name: _____

I, _____ (the "Volunteer"), willing to volunteer my time, do hereby enter into this Volunteer Services Agreement (the "Agreement") with MN Canada, Inc. ("MN Canada") in exchange for other good and valuable consideration received from MN Canada, the receipt and sufficiency of which are hereby acknowledged.

1. **QUALIFICATIONS:** I hereby acknowledge, declare and agree that I am physically and mentally able, with or without reasonable accommodation, to provide services for, or on behalf of, MN Canada. I further acknowledge, declare and agree that I am at least eighteen years of age, and that I have never violated (convicted of violating) the laws of any jurisdiction relating to violent crimes, crimes of moral turpitude or similar offenses.

2. **VOLUNTEER SERVICES:** I hereby volunteer to serve as _____ (Position/ Title).
 - a) I hereby acknowledge and agree that all services that I provide to, and render for the benefit of, MN Canada are provided and rendered on a purely voluntary basis and that the relationship between me and MN Canada shall in no way be construed as an employment agreement, an independent contracting agreement or any other relationship which would require MN Canada to compensate me (in any manner whatsoever) for the services that I provide or render. I further acknowledge that MN Canada may terminate my services at any time and at its sole discretion for any reason or no reason at all.
 - b) I further agree to abide by all of the norms, methods, projects and programs of MN Canada and follow all directives issued as to their application and dissemination including, but not limited to, those items and responsibilities assigned to me as relates to the position named above.
 - c) In view of the unique and religious mission of MN Canada, I agree to demonstrate openness and respect for the teachings of the Catholic Church.

3. **VOLUNTEER POLICIES AND PROCEDURES MANUAL ACKNOWLEDGMENT:** I hereby acknowledge receipt of the Volunteer Policies and Procedures Manual (the "Manual"). This Manual contains important information governing my volunteer relationship with MN Canada. I have read the Manual and agree to be bound by the rules and regulations contained in the Manual, as well as by the rules, regulations, and policies that may be established in the future. I understand that any questions concerning this Manual should be directed to the Club President and thereafter as he directs. I

understand that MN Canada reserves the right to modify or change its policies, procedures, and working conditions without notice to me or other volunteers.

I understand and agree that nothing contained in the Manual or any other of MN Canada's rules, regulations, policies, or practices should be interpreted or construed as conferring any type of employment relationship whatsoever. I further understand and agree that my volunteer services are terminable at any time for any reason or no reason at all so that both MN Canada and I each have the right to discontinue the relationship at any time and for any reason.

I further understand that it is my responsibility to familiarize myself with all information in this Manual. I acknowledge that this Manual supersedes all prior Manuals which I might have received and that any oral or written statements or promises to the contrary are disavowed by MN Canada.

4. **BENEFITS:** I hereby acknowledge and agree that MN Canada may, in its sole discretion, provide me with benefits as MN Canada may from time to time deem appropriate for volunteers generally; provided, however, that the providing of such benefits shall in no way be construed as creating, or giving rise to, an employment agreement, an independent contractor agreement or any other relationship which would require MN Canada to compensate me (in any manner whatsoever) for the services that I provide or render. I acknowledge that any such benefits are strictly gratuitous.
5. **INSURANCE:** I hereby acknowledge, declare and agree that MN Canada is not obligated to and does not carry any insurance which would provide me with benefits (other than insurance benefits required by law if any). I further agree that, to the extent that a condition, illness or injury is not covered by insurance that may be provided by MN Canada (if any), MN Canada shall not be responsible (financially or otherwise), and I hereby waive any rights to any insurance benefits and agree to indemnify and hold harmless MN Canada covering attorneys' fees (on a solicitor and own client basis) in enforcing this waiver for any such insurance claim, condition, illness or injury claimed by me or on my behalf without limitation in time or amount.
6. **BINDING ARBITRATION:** MN Canada and I hereby agree that, upon the demand of any party, whether made before or after the institution of any legal proceeding or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties which in any way arises out of, relates to or is in connection with the past, present or future relationship of the parties (a "Dispute"), such Dispute shall be resolved by mandatory binding arbitration in accordance with the provisions of the Arbitration Act (Alberta), with all hearings to take place in the Province of Alberta, unless otherwise agreed by the parties. Any judgment, decision or award rendered by such arbitrator shall be final and binding and shall not be the subject of any further court proceeding except in connection with the enforcement of any such award by a court of competent jurisdiction.
7. **CONFIDENTIALITY:** I hereby agree that all Confidential Information, as defined below, obtained by me or coming to my attention while I provide services to, or on behalf of, MN Canada shall be deemed to be proprietary and strictly confidential. Confidential Information means all MN Canada programs, materials, processes, organizational, operational and financial information, member and volunteer information, and operational methods of MN Canada excluding information that was in the public domain through no action by me in breach of this agreement, was developed by me independent of my obligations hereunder, or was acquired by me from a third party unless such information was delivered to me in breach of confidentiality agreements between the said third party and MN Canada.

I further agree to take any and all precautions to restrict the dissemination of the Confidential Information and agree that I shall not use such information for my benefit, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Agreement, I shall promptly return all Confidential Information to MN Canada and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Agreement.

8. **INTELLECTUAL PROPERTY OWNERSHIP:** I hereby acknowledge and agree that all works or authorship, ideas, designs, systems, drafts, drawings, plans, materials or other items of intellectual property (the "Works") which are developed by me during or after the term of this Agreement and which relate in any manner to the business or activities of MN Canada shall be the sole and exclusive property of MN Canada. All such Works shall be considered "works made for hire" as such term is defined under United States and Canada copyright laws and I agree that MN Canada may register the copyright in such Works in its name, as a sole author and owner thereof. If, however, I as Volunteer am deemed an "author" of any Works, I hereby grant to MN Canada all rights (including exclusive worldwide copyrights in perpetuity) in the Works. I also agree to execute and deliver to MN Canada any assignments of the Works (including any renewals and extensions thereof) as MN Canada may deem necessary to accomplish the intent of this Agreement. I further agree not to assert any claim of statutory or common law copyright to the Works, and to fully cooperate with MN Canada in registering, creating or enforcing any copyrights or proprietary rights arising hereunder.
9. **CONFLICT OF INTEREST:** I shall not accept or receive any kind of gift in manner of cash, donation, asset, monetary favor, or other compensation in kind from parents, students, relatives, benefactors, staff, or anyone related to the operations of MN Canada that may be construed to create a conflict of interest.
10. **NONDISPARAGEMENT:** I agree not to disparage, or encourage or induce others to disparage MN Canada, its officers, directors, employees, and agents. This nondisparagement provision survives termination of this agreement.
11. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the province of Alberta. Each party hereby submits to the non-exclusive jurisdiction of the Province of Alberta in connection with this Agreement.
12. **SEVERABILITY:** The clauses, sentences and parts of this Agreement are severable to the extent that they may be found to be unlawful or ineffective by a court of competent jurisdiction, but the illegality or ineffectiveness of any such clause, sentence or part shall not affect any other clause, sentence or part of this Agreement. Rather, the remaining provisions hereof shall remain in full force and effect.
13. **COMPLETE AGREEMENT:** This Agreement, including any and all other documents described herein, is intended by the parties as a final expression and complete statement of the terms and conditions of their agreement and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

The undersigned acknowledges that Catholic Mission Network, Inc. ("CMN") Materials provided by CMN pursuant to an executed Service/License Agreement with MN Canada whose terms are binding on the parties are confidential and proprietary. The undersigned agrees that he/she has no proprietary interest in any CMN Materials, and that all title to these Materials is exclusively in CMN. The undersigned further agrees that he/she will: (i) immediately upon request, or immediately upon the undersigned's ceasing to be

affiliated with MN Canada, return to MN Canada all CMN Materials which are in the possession, custody or control of the undersigned; (ii) not copy, reproduce, transfer, distribute, modify or make derivative works from any portion of the CMN Materials; and (iii) not use or disclose any of the contents of any CMN Materials except as necessary to operate MN Canada's club, camp or convention in accordance with MN Canada's agreement with CMN.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge they have read and understood this Agreement. All parties further acknowledge that they have executed this Agreement voluntarily and of their own free will in the city and province set forth below.

Dated at _____, _____ this _____ day of _____, _____,
(city/town) (province) (month) (year)

MN CANADA, INC.

VOLUNTEER

Signature

[Signature]

[Print Name]

[Print Name]

[Title]