

退休長者協會有限公司

智囊團顧問及義工守則

本守則適用於退休長者協會有限公司（“本會”）的所有義工

(版本:2015年7月1日)

1. 招募義工

- 1.1 本會屬非牟利團體，致力服務退休、準退休及計劃退休的人士，並積極推廣活躍延年。
- 1.2 本會將不時招募義工，以支援我們的日常運作。
- 1.3 義工可長期、短期或臨時性質加入我們，歡迎表明閣下有興趣服務的範圍及可提供服務的時段。
- 1.4 義工可被邀請擔任以下職務：
 - (a) 智囊團顧問；
 - (b) 智囊團義工；
 - (c) 解決爭議委員會成員；及/或
 - (d) 本會不時成立的委員會、隊伍或工作組的成員。
- 1.5 一般而言，義工可免費或以優惠價參加本會的活動，並如登記會員般享受其他優惠待遇，除非本會另有指明。

2. 保密責任

- 2.1 不論任何時間，義工須將所有保密資料(定義如下)保密，並在未取得本會的事前書面同意時，不得使用或披露任何保密資料。

例如：若某智囊團顧問在百龍匯智社會企業計劃下提供諮詢服務時，獲悉某年青創業者的創新商機，該顧問不得向任何第三者披露或自行開發該商機。
- 2.2 「**保密資料**」指義工可能知悉或存有的任何關於本會、其附屬公司、關連公司或社會企業的任何客戶、服務對象、業務、服務、資產或事務的任何資料，但若該等資料並非在任何人直接或間接違反對本會的責任而被披露，且該等資料已成為公眾可獲悉的資訊者則除外。

3. 禁止行為

- 3.1 為保護本會及與我們有往來的人士，義工在提供義務服務或參與本會活動時，禁止在我們事前同意下進行以下行為：
 - (a) 招徠生意；
 - (b) 刺探本會或與我們有往來人士的業務或事宜，包括但不限於本會營運的百龍匯智社會企業項目的服務者及用人單位的身份；
 - (c) 不合法地收集其他人士的個人資料；
 - (d) 傳播或展現任何有害、淫褻、誹謗、歧視、騷擾性、威嚇、粗穢、種族歧視、明知錯誤、不合法、使人反感、不良或其他不適當或會構成政治、宗教、公共安全或社會穩定不安的資訊、物品或言論；及

(e) 行為不當或以其他方式有意地對他人構成麻煩或不安。

4. 百龍匯智社會企業計劃

- 4.1 此乃本會營運的社會企業計劃，包含對長者(服務者)的工作前輔導、對營商者、企業及慈善團體(用人單位)的商業及人力資源諮詢、工作配對服務、合同後服務及解決爭議支援等。
- 4.2 由於本社企計劃可能涉及僱傭中介業務，受制於適用法律及規則，義工禁止營建、管理或協助管理僱傭中介業務，尤其不得接觸在工作配對時服務者的個人資料，但可參與本計劃下不屬於僱傭中介業務的服務。
- 4.3 義工可能被要求提供諮詢或支援服務。雖然用人單位須承諾不要求義工承擔任何法律責任，義工仍須適當及謹慎地提供該等服務。

5. 私隱政策

- 5.1 關於本會的私隱政策及處理方法，請瀏覽本會網站或與我們聯絡。
- 5.2 如適用，為使我們能有效地提供服務，我們期望義工允許我們按私隱政策(不時更新的)中所列的方式使用及披露其資料。

6. 退出/終止

- 6.1 義工可隨時退出不再為本會提供義務服務，但為免對任何人構成未預期的不方便，義工須給予本會足夠時間的通知。
- 6.2 本會可隨時終止委託任何義工提供任何義務服務。
- 6.3 儘管義工退出或終止提供義務服務，以下條款將繼續對義工具約束力：
 - 第 2 條 (保密責任)
 - 第 7 條 (法律效力)
 - 第 8 條 (適用法律及管轄權)

7. 法律效力

- 7.1 以義工按本守則第 1.5 條享有權利和優惠為代價，本守則構成任何人士加入本會成為義工的具法律約束力之條款及條件。
- 7.2 義工須確保，(如其屬一間公司或團體)其母公司、附屬公司、股東、董事及所有其能控制的人士，及(如其是一個人)所有其擁有權益的公司及團體及所有其能控制的人士，皆不會違反本守則的條款，尤其不會違反保密責任。
- 7.3 如本守則的中文版本與英文版本存在歧異，以英文版本為準。

8. 適用法律及管轄權

- 8.1 本守則按香港法律實施及解釋。
- 8.2 義工及本會不可撤銷地同意服從香港法院的非專有管轄，以解決任何因本守則而起的任何爭議。

Schedule W3

Association of Retired Elderly Limited Rules for Think Tank Advisers and Volunteers

These Rules are applicable to all volunteers of Association of Retired Elderly Limited (the “Association”)

(Version: 1 July 2015)

1. Recruitment of Volunteers

- 1.1 The Association is a non-profit making organization focusing on serving persons who have retired, semi-retired or plan to retire and promoting active ageing.
- 1.2 The Association may recruit volunteers from time to time to support the operation of the Association.
- 1.3 Volunteers may join on a permanent basis, short-term basis or ad hoc basis. They are welcome to indicate their preferences of service scope and availability of time.
- 1.4 Volunteers may be invited to take up one or more of the following roles:
 - (a) Think Tank Adviser;
 - (b) Think Tank Volunteer;
 - (c) Dispute Resolution Committee Member; and/or
 - (d) Member of committee(s), team(s) or working group(s) that the Association may establish from time to time.
- 1.5 In general, volunteers shall be entitled to participate in our activities free of charge or at a discounted rate and enjoy other privileges as if he was a member registered with the Association, unless we otherwise specify.

2. Confidentiality Obligation

- 2.1 Volunteers shall at all times keep confidential all Confidential Information (defined below) and shall not use or disclose any Confidential Information without the Association’s prior consent in writing.

For example, if during the course of providing advisory services under the ARE Wisdom Social Enterprise Project operated by the Association, a Think Tank Adviser has learned about an innovative business model from a young entrepreneur, the Think Tank Adviser must not disclose such business model to any third party or develop that business mode on his own.

- 2.2 “**Confidential Information**” means any information that a volunteer may acquire or be in possession of in relation to any clients, customers, service targets, business, services, assets or affairs of the Association or its subsidiaries, related companies or social enterprise project except information that is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of any obligations to the Association.

3. Prohibited Acts

3.1 For the protection of the Association and persons with whom the Association deals with, volunteers are prohibited from conducting the following acts when providing their voluntary services or participating in any activities of the Association without our prior consent:

- (a) touting business;
- (b) prying into the business or affairs of the Association or persons with whom the Association deals with, including without limitation the Service Providers and Service Recipients under the ARE Wisdom Social Enterprise Project operated by the Association;
- (c) unlawfully collecting the personal data of another person;
- (d) disseminating or presenting any information, materials or speech which may be harmful, obscene, defamatory, discriminatory, harassing, threatening, abusive, racist, knowingly false, illegal, offensive, objectionable or otherwise improper, or which may cause unrest in politics, religion, social security or stability; and
- (e) misbehaving themselves or otherwise wilfully causing trouble or discomfort feeling to another person.

4. ARE Wisdom Social Enterprise Project

4.1 This is a social enterprise project operated by the Association including pre-work counselling to the elderly (Service Providers), business and human resources advisory and training services to businessmen, enterprises and charities (Service Recipients), work matching services, post-contract services and dispute resolution support etc.

4.2 Since this social enterprise project may involve employment agency business (i.e. the work matching services), bound by the applicable laws and regulations, volunteers are prohibited from operating, managing or assisting in the management of the employment agency business (but not other services under the project), in particular, volunteers shall not have access to the personal data of the Service Providers in the process of job matching.

4.3 A volunteer may be requested to provide advisory or supporting services. Although Service Recipients are required to undertake not to hold any volunteer legally liable for any services, a volunteer shall provide his services properly and with due care.

5. Privacy Policy

5.1 For information about the Association's privacy policies and practices, please refer to our website or contact us.

5.2 If applicable, to enable us to effectively provide our services, we expect the volunteer agrees to the use and disclosure of his information in the manner set out in our Privacy Policy Statement (which may be updated from time to time).

6. Withdrawal/ Termination

- 6.1 A volunteer may at any time withdraw to provide voluntary services to the Association; however, in order not to cause any unexpected inconvenience to any person, the volunteer is required to give sufficient notice to the Association.
- 6.2 The Association may at any time terminate to engage the voluntary services provided by any volunteer.
- 6.3 Notwithstanding the withdrawal or termination, the following clauses shall survive:
 - 2 (confidentiality obligation)
 - 7 (legal effect)
 - 8 (governing law and jurisdiction)

7. Legal Effect

- 7.1 In consideration of the rights and privileges made available to the volunteer in Clause 1.5, these Rules shall constitute the legally binding terms and conditions on which the person joins as volunteer of the Association.
- 7.2 The volunteer shall ensure that (in the case of a company or entity) its parent company, subsidiaries, shareholders, directors and person within its control, and (in the case of an individual) company or entity in which he has equity or other interest and person within his control, will not violate any provisions in these Rules, in particular the confidentiality obligation.
- 7.3 If there is any conflict or difference between the Chinese version of these Rules and its English version, the English version shall prevail.

8. Governing Law and Jurisdiction

- 8.1 These Rules shall be governed by and construed in accordance with the law of Hong Kong.
- 8.2 The volunteer and the Association irrevocably agree that the courts of Hong Kong have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Rules.