Form Ref: OGC-SC219

Description: Research Volunteer Agreement and Release (form intended for undergraduate and graduate level students and community members)

The talent and services of volunteers are essential to the University in accomplishing its research, education, and outreach mission. Although volunteers are not employees of the University, as with employees, it is important to establish standards and guidelines for volunteer services so that both the volunteer and the University understand the parameters of the volunteer relationship upfront. A University department should use this Research Volunteer Agreement and Release (the “Release”) for undergraduate and graduate student or community member research volunteer activities and assignments. This agreement is not intended for visiting researchers; please use OGC SC-218 for these scholars. This Release is not to be used for research study participants, or University employees. Department Administration is responsible for ensuring that each volunteer performing services for a research lab/department/program has a Research Volunteer Agreement and Release on file. If you have any questions about this release, please consult an attorney with the Office of the General Counsel.

**RESEARCH VOLUNTEER GENERAL GUIDELINES**

1. To ensure that an individual performing volunteer services is not an employee for purposes of the Fair Labor Standards Act (FLSA), all of the following criteria must be satisfied in order for the individual to be a volunteer:
	1. The services are intended to be voluntary and to be rendered without compensation.
	2. The services must constitute a bona fide effort of the individual to volunteer for humanitarian or public service purpose or for the benefit of education, training or professional experience.
	3. Individuals volunteer their time for their own personal motives, without promise or expectation of compensation or employment.
	4. Volunteers must not be used in ways that displace or replace regular employees in the performance of their normal duties. In other works, researchers are not permitted to use volunteers as a substitute, or replacement, for a paid research support staff position.
2. The appropriate faculty researcher or designee (the “Supervisor”) is responsible for the oversight and training for all tasks assigned to the volunteer. A file for each volunteer that includes proof of training and experience should be maintained by the faculty researcher. If a volunteer has access to protected health information and research data, specialized training must be handled consistent with University policies.
3. If the volunteer is not a citizen or permanent resident of the United States, the volunteer must certify appropriate immigration status to be present in the United States and to volunteer. Individuals on temporary visas may not serve as volunteers in positions where others receive compensation to perform similar services. The intention of a visa-holding volunteer is that it is for experience, training, collaboration, etc. Individuals with a pending H-1B visa application to work at the University of Minnesota CAN NOT SERVE AS VOLUNTEERS.
4. If the volunteer will be working with children, HR will need to complete a background check before they are eligible to start. Please contact your department HR representative to support this task.
5. When signing the Release, the Supervisor should provide the volunteer the webpage address for the Office of Equal Opportunity and Affirmative Action at the University of Minnesota.
6. Volunteers should not be assigned or asked to do tasks that would be considered high risk, or that would not be permitted for employees to do without specialized training or authorization. Common acceptable tasks assigned to research volunteers include file management and organization, visit preparation support, visit scheduling and logistics support, de-identified data analysis, data entry, assessment scoring/tally, shadowing, literature reviews, or other tasks of similar complexity. Graduate-level research volunteers may be assigned tasks with higher complexity based on experience and training, where appropriate. Note that tasks that involve direct, independent interactions with research participants would rarely be permissible for volunteers.
7. Volunteers performing tasks for which inclusion on an Institutional Review Board (IRB) application is required, the IRB retains authority for granting approval. This agreement does not limit or supersede IRB authority. Include a copy of this agreement with the request. Minimum IRB training requirements can be found on the IRB [website](https://research.umn.edu/units/irb/education-training/required-training).
8. Volunteers without an x500 may need a sponsored account to complete their training and assigned tasks. To set-up a sponsored account: <https://my-account.umn.edu/create-sponsored-acct>.
9. Supervisors must ensure that a volunteer’s electronic devices, including personally owned devices used for University business, and other resources which store, transmit, or process University information, or can impact the security of the data, meet the information security processes and standards ([policy](https://policy.umn.edu/it/securedata)). For questions regarding computer security and set-up please contact the technology help desk at help@umn.edu.
10. Volunteers that require access to Fairview facilities and/or systems will need to obtain approval from Fairview Research Administration using the [Non-Fairview Employed Research Staff (NERS)](https://www.fairview.org/for-medical-professionals/research/non-fairview-employed-research-staff) application process. Questions about this process can be directed to research@fairview.org.

**GUIDELINES FOR WORKING WITH RESEARCH VOLUNTEERS UNDER 18 YEARS OF AGE**

1. If a volunteer is under 18 years of age, the following will need to be completed:
	1. Need to register lab/location/program on Safety of Minors Website:<https://youthcentral.umn.edu/program-submission-form>
	2. Staff working in the area with the minor must complete background checks and a training course called Safety of Minors, found in Training Hub, prior to volunteer start date.
	3. Steps/Template for faculty PIs/supervisors/departments when onboarding a Minor volunteer:
		1. All lab staff who will be in direct contact with the minor, must complete training and a background check prior to the volunteer starting. All staff of labs with minors must complete the online training course “[Safety of Minors."](https://training.umn.edu/courses/16101)
		2. All labs that will have minors must follow specific Health and Safety Requirements. This includes things like: providing a specific staff to youth ratio depending on the minor’s age; having at least one staff member receive basic pediatric and adult first aid, CPR, and AED training; lab staff must avoid being alone with a minor; lab staff must be aware of mandatory reporting regulations; etc.
		3. The supervisor for the volunteer is required to [*register the event/group*](http://youth.umn.edu/content/registration-form) with the designated individual on campus prior to the start of the student volunteering in the lab. The purpose of registration is to confirm that each program has addressed the safety of minors in its planning and complied with the requirements of this policy.
		4. Additional requirements may apply. The full policy may be found at: [Safety of Minors](https://policy.umn.edu/operations/minorsafety)
2. If a volunteer is under 18 years of age, the following will need to be understood:
	1. The IRB will not approve PIs to add minors as staff for human subjects research protocols and cannot be assigned tasks that typically require IRB review or training/qualifications. Please contact the IRB with questions IRB@umn.edu.
	2. Fairview policies prohibit volunteers under the age of 18 to access Fairview Systems (e.g. electronic health records). Please contact Fairview Research Administration with questions research@fairview.org

**PREPARATION OF THE RESEARCH VOLUNTEER AGREEMENT AND RELEASE**

1. At the beginning of the volunteer relationship, the Supervisor should complete the required sections of the Release. The Release should specifically include:

a. The name of the volunteer and the name of the University department;

b. A schedule of the weekdays and times the volunteer will be performing services for the University or a listing of the hours per week;

c. The name(s) of staff who will oversee the volunteer's service; and

d. A listing of the specific services the volunteer will be performing for the University.

1. After the Supervisor adds the information to the Release, the department leader with University delegated authority should review and sign off.
2. Once administratively approved, the Supervisor can collect signatures from the volunteer, and faculty PI responsible for the study oversight. Where appropriate, the following additional signatures may be required:
	1. Volunteers visiting from an external organization will require a co-signer from their parent organization.
	2. Volunteers who are under 18 must have this Agreement signed by their parent or guardian.
3. For research determined to be human subjects research and for which IRB review is required, a copy of this signed agreement must be provided to the IRB if the volunteer is performing tasks that require being listed as study personnel on an IRB application.
4. For research volunteers going through the Fairview NERS process, a copy of the signed agreement must be provided with the NERS application
5. The department should provide a copy of the fully executed Student Research Volunteer Agreement and Release to the volunteer. The original should be kept in a departmental administrative file.



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| --- | --- |
| *Crookston Duluth Morris Rochester Twin Cities* |  |

*Insert Department name and address*

Date: Insert date

Re: Research Volunteer – Terms of Agreement

Thank you for agreeing to volunteer at the University of Minnesota (the “University”). This letter sets forth the terms under which you will be volunteering.

*Your Service.* Your assigned responsibilities will be:

*Insert description of service and assigned responsibilities.*

In volunteering, you will be under the general direction and control of University staff. You will follow the directions of the research faculty, supervisors or designee and abide by University policies and procedures while carrying out these volunteer services.

We expect your service to begin on Insert date, and to continue through Insert date***.*** By your and our written agreement, the term of this Agreement may be extended. You or the University may terminate this Agreement at any time by delivering to the other person a notice of termination.

*Injury, Damage and Insurance*. You may be hurt volunteering and using University facilities and equipment. You assume the risk of injury and of any loss or damage to your property. You are solely responsible for your acts and omissions in volunteering. The University does not make any commitment to you to compensate you for your losses.

You also understand that, by volunteering you may be exposed to COVID or another communicable disease (“Disease”). By volunteering, you assume the risk for yourself,your personal representatives, heirs, and next of kin, that you will be exposed to and contract a Disease and, if that were to happen, that you may require hospitalization or other medical treatment and may be temporarily or permanently injured or disabled or may die. You also assume the risk that you could pass the Disease to others. You agree to take reasonable steps to lessen your risk of exposure to a disease. By volunteering, you warrant that, to your actual knowledge, you and any individuals living with you are not infected with a suspected, diagnosed, or confirmed case of a Disease and are not exhibiting symptoms of a Disease. You also warrant that you have not been directed to quarantine or isolate at any point during the duration of your volunteering activities. If at any point during your volunteer relationship you are directed to quarantine or isolate, you will stay home.

You also understand that public health conditions or state or federal guidance may change at any time, necessitating a modification to or a cancellation of my volunteering. In the event of a modification to or cancellation, the University will communicate with me as promptly as possible and share options.

In the case of an injury or medical emergency, you authorize the University to render first aid or obtain whatever medical treatment it deems necessary for my welfare. You will be financially responsible for all costs incurred, regardless of insurance coverage.

*HIPAA Compliance.* You may not remove any protected health information (PHI) from the Lab/Department/Research Office, share confidential information with others outside the research area or access private medical records not associated with your assigned responsibilities.You understand that, in connection with University Research Activities, you may have access to confidential information (verbal and written) or be exposed to protected PHI for subjects enrolled in a research study. You will preserve the confidentiality of research subjects and any PHI to the extent required by law, and will use protected health information contained in such records only to the extent permitted by the approved and assigned research activities.

*Regents Policy, Code of Conduct* and *Regents Policy, Commercialization of Intellectual Property*, I acknowledge and agree to the following:

1. I will follow the instructions of the faculty researcher or their designee as they pertain to all activities in the Lab and/or office. I will disclose to the faculty researcher all novel ideas, designs or discoveries that I make (alone or with others) that are related to my work in the Lab/Department. Except to the extent such ideas, designs or discoveries qualify as “Student-Created Technology” under Regents Policy, Commercialization of Intellectual Property, Section II, Subdivision 4, I hereby assign to the University of Minnesota all rights, titles and interests (including intellectual property rights) in and to all discoveries, all inventions (patentable or not) and all software created by me in the course of my activities in the Lab/Department/Research Office, both in the past and hereafter.

3. As part of my participation in Lab/Department/Research Office activities, I may be exposed to information in written, oral, or visual form that belongs to third parties. I may also be exposed to proprietary information that belongs to companies sponsoring research at the University or with whom the University has entered into non-disclosure agreements. I will not disclose any of this information to anyone outside the Lab/Department/Research Office (including by way of casual conversations or sharing of pictures, designs or data), except to the extent required by law or at the direction of the faculty researcher.

4. As part of my participation in the Lab/Department/Research Office activities, I may be exposed to or generate data, ideas, robotics designs, research plans or other information that has not yet been published or otherwise disclosed outside the Lab/Department/Research Office (“Unpublished Information”). I recognize that the orderly, peer reviewed publication of data is an essential part of the scientific process. I recognize that decisions regarding when and how data are published, and regarding when or how other Unpublished Information relating to activities of the Lab/Department/Research Office are otherwise disclosed, are made by the Lab/Department/Research Office Director or her designee. I agree that I will not disclose, including by way of casual conversations or sharing of pictures or data, Unpublished Information until the faculty researcher or their designee advises me that I may do so.

5. I understand that the University owns all original data and designs generated in its labs (including data and designs that I generate) and needs to retain such original data for purposes such as facilitating peer review, ensuring compliance with requirements of research agreements and policies, and supporting applications for patent protection. I agree that I will not remove original data, designs or material generated in the Lab/Department/Research Office. I understand that if I leave the University, I may request a copy of data or designs I generated or of other appropriate data from the research faculty. I understand and acknowledge that the University, in its discretion, may grant or deny my request, consistent with University policies, academic norms, and the confidentiality concerns indicated in paragraphs 3 and 4.

*Your Status.* You may not volunteer if you are prohibited by federal immigration laws. By signing this letter, you are confirming for us that you are allowed to volunteer because you are a United States citizen, a permanent resident of the United States, or you hold another status that allows you to be present in the United States and to volunteer.

*University Policy.* You agree to comply with all applicable University policies and procedures, including the rules, procedures and practices of the unit in which you are volunteering.

*Legal Liability.* In proper circumstances, the University will indemnify and defend you against claims arising out of your volunteer activities. This right is described in University Board of Regents Policy: *Legal Defense and Indemnification of Employees*, a copy of which is posted at <https://regents.umn.edu/sites/regents.umn.edu/files/policies/LegalDefense.pdf> .

*General Terms.* This Agreement is personal to you and University and neither you nor the University may assign it.

This Agreement is the final and complete expression of your and the University’s understanding and agreement and supersedes and cancels all prior agreements, understandings or commitments related to your volunteering. In volunteering, you are not an employee of the University, and you are not entitled to receive compensation, including salary or benefits, insurance coverage, or workers’ compensation benefits.

You are not authorized under this Agreement to speak for, represent, enter into contracts or otherwise act for University.

Please evidence your understanding and acceptance of the terms of this Agreement by signing and returning a copy of this letter to the undersigned.

Thank you again for supporting the University of Minnesota. We are looking forward to your service.

Sincerely,

Insert name of Department or Unit

|  |
| --- |
| Faculty PI Signature: [**sign name after printing**] |
|  |

Name: Insert name

Print e-mail address: Insert email address

Print phone number: Insert phone number

Print mailing address: Insert address

# Date: Insert date

**Understood and Agreed:**

 **[sign name after printing]**

Volunteer Name: Insert name

Print e-mail address: Insert email address

Print phone number: Insert phone number

Print mailing address: Insert address

# Date: Insert date

# Parent/Guardian Consent

Volunteers who are under 18 must have this Agreement signed by their parent or guardian.

This is to certify that I am the parent or legal guardian of *Enter Name of Individual Above* who is currently *enter age* years of age. I consent to their volunteering on the terms set out above.

Parent/Guardian Signature:

 **[sign name after printing]**

Print name: Insert name

Print e-mail address: Insert email address

Print phone number: Insert phone number

Print mailing address: Insert address

#

# Date: Insert date

#

**External Volunteer Supervisor/Mentor Consent**

Volunteers under the general supervision of an external entity will require approval from their supervisor or mentor before engaging in a volunteer experience with the University.

This is to certify that I am the supervisor or mentor of *Enter Name of Individual Above*. I consent to their volunteering on the terms set out above.

Name of External Organization: Insert name of external entity

 Supervisor/Mentor Signature:

 **[sign name after printing]**

Print name: Insert name

Print e-mail address: Insert email address

Print phone number: Insert phone number

Print mailing address: Insert address

# Date: Insert date