DOCUMENT INFORMATION AND INSTRUCTIONS

Form Ref: OGC-SC214

Description: Non-Research Volunteer Agreement and Release

GENERAL GUIDELINES FOR ESTABLISHING VOLUNTEER RELATIONSHIPS

The talent and services of volunteers are important to the University in accomplishing its mission of research, education, and outreach. 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 up front. To assist University departments in establishing volunteer relationships, the Office of the General Counsel has developed the following checklist.

A University department should use this Volunteer Agreement and Release for non-research volunteer activities. If you have any questions about establishing volunteer relationships, please consult an attorney with the Office of the General Counsel. This information is intended as general guidelines.

1. At the beginning of the volunteer relationship, an appropriate departmental administrator should complete the Volunteer Agreement and Release. The Volunteer Agreement and Release should specifically include:

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

b. A schedule of the days of the week and times it is anticipated that the volunteer will be performing services for the University or a listing of the hours per week the volunteer will be serving;

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.

2. After the specific information is added to the Volunteer Agreement and Release, it should be signed by the volunteer and then the Department Head or Director. A copy of the fully executed Volunteer Agreement and Release should be given to the volunteer and the original should be kept in a departmental file.

3. At the time of signing the Volunteer Agreement and Release, the volunteer should be given the webpage address for the office of Equal Opportunity & Title IX at the University of Minnesota.

4. 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 the same services. Individuals with a pending H-1B visa application to work at the University of Minnesota CANNOT SERVE AS VOLUNTEERS.

Insert Department or Unit Letterhead

Date

Re: 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.* You will be:

**Insert description of service.**

In volunteering, you will be under the general direction and control of University staff.

We expect your service to begin on **Date**, and to continue through **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.

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

I 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, I authorize the University to render first aid or obtain whatever medical treatment it deems necessary for my welfare. I will be financially responsible for all costs incurred, regardless of insurance coverage.

*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 the 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,

**[Name of Department or Unit]**

**Understood and Agreed:**

Volunteer:

Print name:

Print e-mail address:

Print mailing address:

# 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 the individual named above. I consent to their volunteering on the terms set out above.

Parent/Guardian:

Print name:

Print e-mail address:

Print mailing address:

# Date: