

UNIVERSITY OF MINNESOTA

DOCUMENT INFORMATION AND INSTRUCTIONS

Form Ref: OGC-SC218

Description: Volunteer Researcher 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, like 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 either the Volunteer Agreement and Release or the Volunteer Researcher Agreement and Release, as appropriate to the nature of the 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 **or** Volunteer Researcher Agreement and Release. These volunteer agreements 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 services; 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 appropriate 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 or the Volunteer Researcher 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 or the Volunteer Researcher Agreement and Release, the volunteer should be given a copy of the most current version of the brochure entitled "Equal Opportunity and Affirmative Action at the University of Minnesota," which details the University's equal opportunity policies.

4. If the Volunteer is not a citizen or permanent resident of the United States, the Volunteer must provide documentation of visa status. Individuals on temporary visas, other than J-1 professors, research scholars, or short-term scholars, 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.



UNIVERSITY OF MINNESOTA

VOLUNTEER RESEARCHER AGREEMENT AND RELEASE

The Regents of the University of Minnesota (the "University") and _____ (the "Volunteer") agree that in exchange for the opportunity to volunteer in the Department of _____, the following terms shall apply:

1. This volunteer assignment begins _____ and is expected to continue through _____. The Volunteer's expected schedule is as follows:

Either party, however, may terminate this agreement at any time for any reason upon immediate notice, oral or written, to the other party.

2. The Volunteer will perform services under the direction and control of the following University staff: _____. The Volunteer will perform the following services: _____.

The Volunteer agrees to follow the directions of the staff and to abide by University policies and procedures while carrying out these volunteer services. The Volunteer acknowledges receipt of the University's equal opportunity policies when signing this Agreement.

3. The Volunteer is not an employee of the University and is not entitled to receive salary, benefits or other compensation. The Volunteer understands that they do not qualify for workers' compensation benefits and is expected to carry personal medical insurance to cover medical expenses for any injuries they incur while performing volunteer services.

4. Pursuant to the terms of the Regents' Policy regarding legal defense and indemnification, the Volunteer may be eligible for legal defense and indemnification by the University if someone outside the University brings a claim against the Volunteer based on services performed by the Volunteer in good faith as part of their University responsibilities.

5. To the extent Volunteer is not a citizen or permanent resident of the United States, Volunteer certifies that they have an appropriate visa status that authorizes the Volunteer to be present in the United States and allows Volunteer to participate in this volunteer experience.

6. The Volunteer agrees not to remove or disclose any Proprietary Information, without the prior written consent of the University.

7. The Volunteer agrees that all inventions, improvements, discoveries, software and writings, whether patentable or copyrightable, that are conceived, made, discovered or written jointly or solely by the Volunteer, during the period of the volunteer activities at the University or as a result of the volunteer activities, shall belong solely and exclusively to the University. The Volunteer agrees to disclose promptly in writing to the University all such inventions, improvements, discoveries, software and,

without additional compensation of any kind, shall execute all papers necessary to establish the University's rights in such inventions, improvements, discoveries, software, and writings; secure patents and other intellectual property rights in the same, and protect and defend such rights. Provided, however, that this Agreement does not apply to an invention for which no University equipment, supplies, facilities, or Proprietary Information were used, that was developed entirely on the Volunteer's own "non-volunteer" time, and that does not relate directly to the business of the University or to the University's actual or demonstrably anticipated research or development.

8. The parties agree that this Volunteer Researcher Agreement and Release is the entire agreement, and no agreement, oral or written, exists outside of these specified documents.

RELEASE

Volunteer releases the University and its officers, employees, agents, and representatives from any responsibility or liability for personal injury, including death, and damage to or loss of property, that Volunteer may incur due to the negligence of the University, its officers, employees, agents, and representatives or others due to accidental occurrences while visiting the University or otherwise engaging in activities pursuant to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Release as of the date below.

Regents of the University of Minnesota

Volunteer

By: _____

By: _____

Name: frtrth

Name: _____

Title:

Title: _____

Date: _____

Date: _____

NOTICE

Volunteers and Visitors under 18 years of age must have this agreement co-signed by their parent or guardian.

This is to certify that I, as parent/guardian with legal responsibility for this Volunteer/Visitor, do consent and agree to this release as provided above, and for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the University from any and all liabilities incident to my minor child's involvement as a Volunteer/Visitor, EVEN IF ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY, to the fullest extent permitted by law.

Parent/Guardian

By: _____

Print Name: _____

Address: _____

Phone Number: _____

Date: _____