



VOLUNTEER AGREEMENT

THIS AGREEMENT is entered into as of _____, 20____ (“Effective Date”) between the following parties:

- (1) Stepping Stones for Global Development Inc (hereinafter referred to as “**Stepping Stones**”), incorporated under the laws of the State of Virginia and tax-exempt under section 501(c)(3) of the US Internal Revenue Code; and
- (2) the individual having executed this agreement (hereinafter referred to as “**Volunteer**”).

RECITALS

- A Stepping Stones welcomes from time to time volunteers to our programs and entrusts them with the performance of volunteer activities, services and programs.
- B The Volunteer wishes to perform the same and may have Stepping Stones arrange his accommodation at the volunteer site.
- C In exchange for the opportunity to volunteer, if any, the Volunteer agrees to be bound by the terms and conditions set forth in this Agreement.

THE PARTIES AGREE in consideration of the mutual promises contained in this Agreement as follows:

1. Definitions

- 1.1 Whenever used in this Agreement, the following words and terms have the meanings set out below:

“Business Day” means a day other than a Saturday, Sunday or public holiday in the host country;

“Commencement Date” means the date set out in Schedule A as the date on which the Volunteer is to begin the Volunteer Services;

“Completion Date” means the date set out in Schedule A on which the Volunteer will complete the Volunteer Services; and

“Volunteer Services” means the programs, activities and services to be performed by the Volunteer and further described in Schedule A.

- 1.2 The descriptive headings of the clauses herein are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such

clauses. As such, these headings do not affect the construction or interpretation of this Agreement.

1.3 Words expressed in the singular include the plural and vice-versa.

1.4 Words in one gender include all genders.

2. Object of the Agreement

2.1 The Volunteer will perform the Volunteer Services without compensation or expectation of compensation and in accordance with this Agreement. He will start on the Commencement Date and complete his volunteer services and activities by the Completion Date.

2.2 The Volunteer is fully responsible for the delivery of the Volunteer Services and may not delegate the performance of any part of the Volunteer Services without the prior consent of Stepping Stones.

2.3 Nothing in this Agreement constitutes or deems the Volunteer as an employee, agent, representative or partner of Stepping Stones. The Volunteer has no authority to enter into any contract, commitment or obligation of any kind whatsoever on behalf of Stepping Stones.

3. Accommodations

3.1 Stepping Stones will endeavour to place the Volunteer with a hotel on a 'best-efforts' basis and ensure that the accommodation is clean, safe and with utilities that are in good working order.

3.2 Stepping Stones reserves the right to reassign the Volunteer to another accommodation at any time.

3.3 The Volunteer must comply with all Stepping Stones policies and respect the rights and property of the accommodation regardless of their background, beliefs, values or attitudes. Stepping Stones reserves the right to cancel the Volunteer's accommodation without prior notification if the Volunteer breaches any policy or fails to make payment in accordance with Clause 4.2 below.

3.4 Stepping Stones cannot and does not assume responsibility for personal accident, injury, illness or death suffered by the Volunteer or his visitors, or for any damage, theft or loss of personal property at the accommodation site. The Volunteer hereby releases Stepping Stones and its directors, officers, employees and agents from any liability on account of any accident, injury, illness, property damage, theft or loss arising from the negligence or misconduct of Stepping Stones.

4. Fees and Payment

4.1 The fees payable in relation to the opportunity to perform the Volunteer Services and the services are as set out in Schedule A.

4.2 The Volunteer must make payment of the fees, less any reduction pursuant to Clause 4.3 below, in accordance with the payment schedule in Schedule A.

- 4.3 In the event that a third party has made a donation to the Stepping Stones on behalf of the Volunteer, and Stepping Stones receives the donation prior to the Commencement Date, Stepping Stones may reduce any part of the fees payable by an amount equal to the donation made.

5. Volunteer Representations and Responsibilities

- 5.1 The Volunteer represents and warrants that he has the necessary knowledge, experience and skills to perform the Volunteer Services so as to permit Stepping Stones and its stakeholders to obtain the full benefit of such knowledge, experience and skills. The Volunteer will further perform to the best of his ability, comply with all Stepping Stones policies and procedures, act in a competent and professional manner, and remain loyal to Stepping Stones's mission and goals.
- 5.2 The Volunteer must comply with all laws, regulations, guidelines and directives of any governmental body or agency while volunteering with Stepping Stones. In particular, the Volunteer must:
- (a) not hold a paying job of any kind while volunteering with Stepping Stones, or sell goods or services, that are outside the direct supervision of Stepping Stones.
 - (b) not remain in the volunteer site without special dispensation from the host institution in the event the Volunteer has been on the site for 90 days in a year.
 - (c) volunteers in the Galapagos must complete, sign and deliver to Stepping Stones the Galapagos Government Council Declarations, in Schedule B, by a date to be specified by Stepping Stones or, where no such date has been specified, no later than 45 days from the Commencement Date.
- 5.3 The Volunteer is responsible for the delivery of all filings required in relation to, and payment of, all taxes, levies, contributions or premiums assessed, levied or charged against the Volunteer as required by the laws applicable to the Volunteer. The Volunteer hereby indemnifies Stepping Stones against any claim relating to or arising from the Volunteer's failure to deliver or remit such filings, payments or deductions.
- 5.4 The Volunteer certifies that he has made the declaration, as set out in Schedule C, accurately, truthfully and on his own free will.
- 5.5 The Volunteer acknowledges that he has read and understands the Volunteer Handbook, and that he agrees to comply with all rules, regulations and guidelines contained therein, including those pertaining to housing and volunteer responsibilities.

6. Termination

- 6.1 This Agreement may be terminated with immediate effect by Stepping Stones giving notice of termination to the Volunteer in the event the Volunteer fails to:
- (a) pay when due any sum payable under this Agreement; or
 - (b) observe or perform any term, condition, clause or provision of this Agreement.

- 6.2 If the Volunteer wishes to be released from this Agreement, the Volunteer must submit a written request to Stepping Stones, stating the reason(s) for such release and accompanied by relevant supporting documents, if applicable. If the request for release is approved, this Agreement so terminates and the Volunteer is not entitled to any refund of any fees paid.
- 6.3 Upon the expiry or earlier termination of this Agreement for any reason whatsoever:
- (a) to the extent that it may exist, whether wholly or partly, the Volunteer must deliver to Stepping Stones the work product, deliverables and knowledge as may be required by Stepping Stones to complete the Volunteer Services or that will allow Stepping Stones to utilise the Volunteer Services, work product and deliverables on an on-going basis.
 - (b) the Volunteer will remove all personal belongings from, vacate and return all keys to the host accommodation immediately or at such other times as agreed by Stepping Stones.
 - (c) the Volunteer will return all Stepping Stones equipment, supplies and property immediately and in the same condition as they were originally received by the Volunteer, reasonable wear and tear excepted.
 - (d) the Volunteer must not remain in the host country and will depart immediately therefrom unless an extension of stay has been granted by the relevant authorities.
- 6.4 The termination of this Agreement does not prejudice the legal rights or remedies either party may have against the other in respect of any breach of this Agreement.

7. Exclusion of liability

To the fullest extent permitted by law, Stepping Stones and its directors, officers, employees, volunteers and agents, as well as any cooperating institution, agency or company (including their directors, officers, employees and agents) shall, under no circumstances and irrespective of the cause thereof, be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for:

- (a) personal illness, bodily injury or death;
- (b) any damage to or loss of property;
- (c) any special or indirect or consequential damage of any nature whatsoever; and
- (d) any judgement, costs and expenses as well as attorney's fees and court costs,

arising out of or resulting from the Volunteer's participation as a Stepping Stones volunteer.

8. Indemnity

The Volunteer agrees to indemnify, defend and hold harmless Stepping Stones and its directors, officers, employees and agents from and against any third party claims, demands, loss, damages, expenses or liabilities (including but not limited to attorney fees and court costs) against Stepping Stones relating to any personal illness, bodily injury or death of any person or damage to or loss of property caused by the Volunteer's actual or alleged

negligence, misconduct, or breach of any law, this Agreement or Stepping Stones's policies and procedures.

9. Force Majeure

The Volunteer agrees not to hold Stepping Stones liable or responsible for any delay, inconvenience, change of itinerary, injury, illness, death, accident, expense or damage to any person, property or otherwise in connection with any accommodation, transportation or other services, resulting directly or indirectly from any acts of God, acts of government or other authorities, wars (declared or undeclared), hostilities, civil disturbances, terrorism, strikes, riots, thefts, epidemics, quarantines, sickness, weather, and medical or customs regulations or any other reason or basis. For the avoidance of doubt, this includes any loss or damage resulting from improperly issued passports or visas.

10. Governing Law

This Agreement entered into is exclusively governed by and construed in accordance with the laws of the United States and the State of Virginia, without respect to its choice of law provisions.

11. Jurisdiction

- 11.1 The State and Federal courts located in the Northern Federal Judicial District of Virginia, State of Virginia shall have exclusive jurisdiction over all disputes arising under or in connection with this Agreement. The parties hereby irrevocably consent to the personal jurisdiction of such courts for such purpose and waive any right to (i) allege or assert the doctrine of *forum non conveniens* or similar doctrine, or (ii) object to venue with respect to any litigation, dispute, controversy, action or proceeding brought in any such court.
- 11.2 Either party hereby authorizes and accepts service of process by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement.
- 11.3 Any final judgement rendered against a party in any action or proceeding is conclusive as to the subject of such final judgement and may be enforced in other jurisdictions in any manner provided by law. Nothing in this paragraph has the effect of interfering from the release of liability in the forgoing paragraph or any other document.

12. Severability

If any of term, condition, clause or provision in this Agreement were to be held or otherwise determined to be invalid, unlawful or unenforceable to any extent, such term, condition, clause or provision shall, to that extent, be deemed not to form part of this Agreement but the validity, legality and enforceability of the remaining terms, conditions and provisions shall continue to the fullest extent permitted by law.

13. Waiver

Failure or neglect by Stepping Stones to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Stepping Stones's rights

hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Stepping Stones's rights to take subsequent action.

14. Insurance

As Stepping Stones carries no accident or health insurance that could compensate a volunteer who has incurred an injury or accident while volunteering for a Stepping Stones activity, the Volunteer is encouraged to review any insurance he may presently carry with his employer or associations. The Volunteer performs the Volunteer Services at the Volunteer's own risk.

SIGNED as an agreement by the parties below on the Effective Date

VOLUNTEER

Stepping Stones

NAME:

PASSPORT NO.:

ADDRESS:

NAME:

DESIGNATION:

ADDRESS:

Schedule A

1. DESCRIPTION OF VOLUNTEER SERVICES:

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2. COMMENCEMENT DATE:

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3. COMPLETION DATE:

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4. PAYMENT SCHEDULE:

Payment Date	Amount (USD)	Home Stay Period

Schedule B

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GALAPAGOS GOVERNMENT COUNCIL DECLARATIONS

TRANSIENTS AND THE GALAPAGOS SPECIAL LAW

(or The Organic Law for the Special Regimen for the Conservation and Sustainable Development of the Galapagos)

I _____ [FULL NAME] understand that in order to volunteer legally in the Galapagos Islands, I will be entering the province as a transient, and according to the 1998 Galapagos Law, Article 30, the following travelling restrictions obtain for me: 1) I cannot hold a paying job of any kind in the Islands, or sell goods/services that are outside the direct supervision of Stepping Stones Organization; and 2) I cannot remain in the province for more than 90 days a year without a special dispensation from the Galapagos Government Council.

I declare that I will be entering the Galapagos Islands on _____ [MONTH/DAY/YEAR] and departing on _____ [MONTH/DAY/YEAR].

I declare that I will be serving as an intern/volunteer in Stepping Stones Organization's _____ project, and that I possess the professional skills and abilities necessary to perform my duties successfully.

VOLUNTEER SIGNATURE

PASSPORT NUMBER

DATE SIGNED

COUNTRY

TRADUCCION

Transeúntes y la Ley Especial de Galapagos

(La Ley de Régimen Especial para la Conservación y Desarrollo Sustentable de la Provincia de Galapagos)

Declaraciones por el Consejo del Gobierno de Galapagos

Yo _____ (NOMBRE COMPLETO) entiendo que para hacer un voluntariado/pasantilla legalmente en las Islas Galapagos, estaré entrando a la provincia como un transeúnte, y de acuerdo con la Ley de Galapagos del 1998, Artículo 30, las restricciones del viaje para mi son: 1) No puedo mantener un trabajo lucrativo de cualquier tipo en las islas, o vender materiales/servicios que esta fuera de la supervisión de la Organización Stepping Stones; y 2) No puedo permanecer en la provincia por mas de 90 días al año sin el permiso del Consejo de Gobierno de Galapagos.

Yo declaro que entro las islas Galapagos el _____ (MES/DÍA/AÑO) y salgo el _____ (MES/DÍA/AÑO).

Yo declaro que voy a estar en calidad de pasante o voluntario con la Organización Stepping Stones en el Proyecto _____ y que poseo las competencias profesionales y habilidades necesarias para el desempeño de mis funciones con éxito.

Schedule C

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VOLUNTEER DECLARATION

I hereby declare the following:

- (1) I am physically and mentally capable of participating in volunteer activities in the Stepping Stones project, which may involve physically and/or psychologically stressful situations. I understand that I must be in good physical and mental health to participate as a Stepping Stones volunteer, and that I am responsible for arranging for any necessary medication(s) or vaccinations.
- (2) I declare that I am eighteen years of age or older.
- (3) I understand that I am obligated to comply with local laws and customs while in the abroad. Use, sale or purchase of illicit drugs is illegal, and strictly prohibited. I understand that if I am found using, selling or purchasing illegal drugs, my Volunteer Services and host accommodation will be terminated with no recovery of fees or deposits.
- (4) I accept full responsibility for any loss or expenses incurred by my late arrival at the program site, even if I am not the cause of my tardiness or late arrival.
- (5) While abroad or travelling to or from the volunteer site, I accept full responsibility for any damage to or loss of property, personal illness, injury or death.
- (6) I understand that Stepping Stones does not extend insurance to cover its volunteers, and I hereby confirm that I have arranged for such insurance as I have deemed relevant and fitting. I understand that supplemental sickness, accident, and trip cancellation/interruption insurance is recommended.
- (7) I accept full responsibility for any expenses incurred while travelling independently before, during, and after the program.
- (8) I agree to allow Stepping Stones to distribute my name and email address to other potential volunteers. I agree to allow Stepping Stones to use my name and likeness in its promotional materials, including the website and social media. I accept that photographs and videos may have been taken of me, and authorise Stepping Stones to use such photographs and videos in advertisements, brochures and other promotional media and materials.
- (9) I authorize any representative of Stepping Stones to request medical diagnosis and secure any necessary treatment, including anaesthesia and surgery, in the event of severe illness or injury that renders me incapacitated and unable to make my own decisions.

- (10) Except for those convictions, charges or investigations disclosed in my application, I have never been convicted of any offence, have pending charges, or been subject of an investigation by a governmental, professional or other regulatory or statutory body in my country of origin or any country which I have resided in and/or visited. I understand that my failure to disclose may be grounds for termination.
- (11) I have not misrepresented myself, my abilities, professional certifications, educational degrees, or physical abilities throughout the course of my application, and that all of my statements herein are true.

SIGNATURE:

NAME:

DATE: