

University of Dayton Volunteer Agreement

The University of Dayton is pleased that you have offered to volunteer your services to _____ (Department name). The purpose of this Agreement is to provide you with certain relevant information and obtain your agreement regarding important University policies and procedures that are applicable to volunteers.

1. I agree that my volunteer services are not in exchange for any consideration (*e.g.*, pay, benefits, tuition remission, the promise of future employment). I acknowledge that, in exchange for my services as a University volunteer, I have neither been promised any consideration nor do I expect to receive any consideration.
2. I agree that, as a University volunteer, I will not be a University employee. I understand and agree that the University and I both have the right to end my volunteer relationship with the University at any time, for any or no reason, and without advance notice.
3. I understand that everyone in the University community, including volunteers, is subject to University policies, such as but not limited to the Nondiscrimination and Anti-Harassment Policy, Children on Campus and Working with Minors Policy, Policy Prohibiting Illegal, Fraudulent, Dishonest and Unethical Conduct, and Intellectual Property Policy. Copies of these policies are available upon request from the Office of Legal Affairs. I agree to familiarize myself with these University-wide policies and other applicable policies of the department in which I volunteer, such as policies and protocols on confidentiality, conflict of interest, etc. Such University policies and procedures, as they may exist from time to time, including the compliance requirements set forth in them, are incorporated herein by reference.
4. I agree that I will comply with all University policies and procedures applicable to my presence at the University and that I will follow the directions and guidance of the department, my supervisor, and any personnel directing my volunteer services. I also agree to comply with any ethical codes or similar standards of conduct applicable to the division of the University in which I provide services (such as NCAA rules for volunteers in the Athletics department) and to participate in any training required by the University, such as the Driver Safety training offered by the Office of Environmental Health & Safety/ Risk Management.
5. I am aware that I will be subject to a background check, consistent with the requirements of the University's Background Check Policy.
6. I agree that I will not engage in any conduct in violation of any criminal statute, conduct involving moral turpitude, conduct in violation of the Policy Prohibiting Illegal, Fraudulent, Dishonest, and Unethical Conduct, or any other conduct that is inconsistent with or destructive to the University's identity as a Catholic institution.
7. I agree that if I observe or otherwise become aware of any safety or other hazard at the University, I will immediately bring it to the attention of the nearest University official. In emergencies requiring immediate attention, nothing in this Agreement is meant to prevent me from calling 9-1-1 or Campus Police.
8. I agree that if my volunteer position requires that I be given keys, tools, access to computers or other University property, I will return to my supervisor such property or access upon request or at the end of my volunteer service.

9. I understand that business opportunities presented within the scope of my services at the University, as well as reasonable extensions of the scope of that business, represent opportunities of or for the University of Dayton. I will not take for myself personally any opportunities that are discovered through my use of or access to University property, information or position, nor will I use University property, information or position for personal gain.
10. I understand that if my volunteer activities involve fund-raising, obtaining sponsorship funds, or soliciting donations, the monies received are property of the University, and the University shall decide how to use or treat these funds in accordance with University policies and procedures.
11. I agree to treat any sensitive information I learn through my volunteer services at the University, including but not limited to data or information regarding financial records, health records, educational records, student or employee data, intellectual property, or any other information generally not known to the public, as confidential; to not disclose such information to any third party; and to not use such information for any purpose other than intended.
12. Through this Agreement, I hereby assign and transfer to the University of Dayton all rights, title, and interest in any and all works created, made, conceived, invented, developed, discovered, or reduced to practice by me in the course of my volunteer services.
13. I understand that, as a University volunteer, I will not be entitled to any employee benefits. In this regard, I understand that the University will not provide me with accident or medical insurance, and therefore the University is not responsible for any accident or medical expenses that I incur in the course of volunteering. I also understand that I am not covered by workers' compensation laws in connection with my University volunteer affiliation. Further, I certify that I have health or accident insurance that will cover any personal injury I may sustain while providing volunteer services or using University facilities and equipment, regardless of cause, and I agree to provide proof of such insurance upon request.
14. In the event of an emergency or otherwise, I authorize the University of Dayton to seek medical treatment on my behalf in case of injury, accident, or illness to me arising from my involvement as a volunteer.
15. The University agrees to provide me with third-party general liability insurance for claims filed against me arising from the scope and course of my services to the University. I agree to cooperate fully with the University and its agents in any investigation, lawsuit, arbitration, or other legal or quasi-legal proceeding arising from my volunteer services or matters otherwise covered by this Agreement. I further agree to notify the University immediately of any incident of which I become aware that may give rise to liability on my part as volunteer for the University or may otherwise subject to the University to liability.
16. In exchange for third-party liability insurance and the opportunity to be a University volunteer, on behalf of myself, my heirs, and my representatives, I hereby release, indemnify, and hold harmless the University of Dayton and all of its officers, trustees, agents, and employees from any and all liability, damages, or claims of any nature that arise out of or are related to my volunteer activities. I also acknowledge that there is a risk of injury from volunteering and using the University facilities and equipment, including the potential for serious injury and death, and I hereby voluntarily assume the risk of any injuries (regardless of severity) and death, which I may incur due to negligence or accidental occurrences while I am volunteering.

17. I am aware of the terms and conditions of this Agreement and am signing this Agreement of my own free will and without pressure or coercion. Further, by signing this Agreement I attest to the fact that I am at least eighteen years of age and that I am competent to sign this Agreement and release.

18. I agree that this Agreement sets forth the entire Agreement between me and the University regarding my services as a University volunteer and supersedes any written or oral understanding, policy, promise, or agreement that is not referred to and incorporated into this Agreement. I agree that this Agreement shall be governed by Ohio law and may be changed only by a written document signed by me and an authorized University official.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, UNDERSTAND THE TERMS IT CONTAINS, AND AGREE TO ABIDE BY THEM AS A CONDITION OF MY VOLUNTEER SERVICE AT THE UNIVERSITY.

Volunteer's signature _____ Date _____
Volunteer's printed name _____ Phone _____
Home Address _____ E-mail _____

Authorized University Official's signature _____ Date _____

Authorized University Official's printed name _____

Emergency contact name _____ Relation _____

Emergency contact phone _____

The University of Dayton extends its sincere thanks
for your valuable contribution to the University.

FOR OFFICE USE ONLY

Instructions to supervisor of University volunteer:

- Provide one copy of fully-executed Agreement to the University volunteer.
- Provide one copy of the fully-executed Agreement to the Office of Legal Affairs.
- Retain the fully-executed Agreement for your files. Retain that agreement for 8 years from University volunteer separation.