

## VOLUNTEER AGREEMENT

This Volunteer Agreement (“Agreement”), is effective as of the date of the last signature below and is between the Board of Trustees of Southern Illinois University governing Southern Illinois University Edwardsville (“SIUE”) and \_\_\_\_\_ (“Volunteer”), an individual residing at \_\_\_\_\_.

Volunteer desires to volunteer their time, knowledge, talent, and skills to Southern Illinois University Edwardsville (“SIUE”) as part of an educational or research program, and the parties to this agreement, in consideration of the promises and the obligations herein made and undertaken, hereto mutually agree as follows:

1. Volunteer will provide services to SIUE from \_\_\_\_\_ through \_\_\_\_\_ (the “Term”), during such reasonable hours as agreed to by SIUE and the Volunteer. Services to be provided by Volunteer are limited only to those detailed in attached Exhibit A to this Agreement, the terms of which are incorporated by reference to this Agreement.

2. The parties acknowledge and agree that Volunteer shall serve solely as a volunteer under this Agreement and not as an employee; that Volunteer shall receive no compensation and shall not be entitled to any benefits of employment, including benefits available under Workers’ Compensation; and that SIUE has the right to terminate Volunteer service for any reason at any time without notice.

3. SIUE agrees to provide Volunteer, in accordance with its plan of self-insurance, comprehensive general and professional liability insurance coverage in an amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for any claims arising out of Volunteer services provided under this Agreement. As to any claims against SIUE arising out of Volunteer’s acts or omissions occurring outside of the scope of services detailed at Exhibit A, Volunteer agrees to indemnify, hold harmless, and defend SIUE, its members individually, and its officers, agents, trustees, employees, and students from all such claims. **Volunteer understands that any personally owned automobiles used in conjunction with Volunteer’s services are not insured or otherwise covered or indemnified by SIUE for any personal property damage, personal injury, or liability. Volunteer understands that if they utilize a personally owned automobile, Volunteer is required to carry auto liability insurance as required by the State of Illinois and any state in which Volunteer’s service involves. Further, if Volunteer agrees to be a passenger in a vehicle that is not owned or operated by an SIUE employee or representative, Volunteer hereby assumes any and all risks that may be associated with riding in such vehicle and will hold SIUE, and its members individually, and its officers, trustees, agents, and employees harmless from any and all loss, damage, injury, or liability that may arise from such act.**

4. Volunteer agrees to review and abide by all SIUE policies, rules, and procedures, as well as with all applicable federal and state laws, rules, and regulations, during the Term of this Agreement. Further, Volunteer agrees to hold in confidence and not disclose at any time, without SIUE’s prior written consent, any SIUE proprietary or confidential student, business, or financial information received while performing volunteer services under this Agreement.

5. SIUE, will, if applicable, acknowledge Volunteer as a contributing assistant in any publication of research or results performed by Volunteer under this Agreement. If Volunteer substantially contributes to written materials regarding the research or research results, such materials will be published with joint authorship with any faculty member of SIUE also involved in preparing the written materials. SIUE reserves the right to ownership of all intellectual property rights resulting from work involving Volunteer and Volunteer grants to SIUE all ownership rights in such intellectual property. SIUE will have the entire right and title to all information and work product developed by Volunteer as a result of the services to

SIUE. Volunteer will receive no license or other rights from SIUE with respect to such information except as expressly set forth in this Agreement.

6. Volunteer acknowledges that there could be risks to personal injury and property damage in the performance of the volunteer services and activities under this Agreement. Volunteer assumes any and all such risk and agrees to be solely responsible, through insurance or otherwise, for any hospital or other costs arising out of any bodily injury or property damage sustained by Volunteer through participation in the volunteer services activities. **Volunteer agrees to waive liability, release, defend, hold harmless, indemnify, covenant not to sue, and forever discharge Board of Trustees of Southern Illinois University, SIUE, and its members individually, and its officers, agents, and employees from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, whether caused by the negligence or carelessness of SIUE or otherwise, resulting from or in any way connected with Volunteer participation in the volunteer services.**

7. Volunteer warrants and represents that they are at least eighteen (18) years of age or that Volunteer's parent or guardian is signing this Agreement on Volunteer's behalf, and that the signatory to this Agreement is fully competent to sign this agreement. Volunteer warrants and represents that they are executing this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. Volunteer further warrants and represents as follows: (a) that there are no health-related reasons or problems which preclude or restrict Volunteer's provision of the services; (b) that Volunteer is of sufficiently good health, and medically able, to provide the services; and (c) Volunteer has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to Volunteer.

8. Volunteer warrants that they currently have, and shall maintain throughout the term of this Agreement, the requisite licensures, credentials, training, and qualifications necessary to provide the volunteer services.

9. The validity, interpretation, and performance of this Agreement and any dispute arising from or relating to this Agreement shall be governed and construed in accordance with the laws of the State of Illinois, excluding its conflict of law provisions. The parties agree that jurisdiction and venue for any legal controversy arising hereunder shall lie exclusively in the Illinois Court of Claims.

10. This Agreement may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or file designation, which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile and electronic signatures shall be treated as original signatures.

IN WITNESS WHEREOF, an authorized representative of SIUE and the Volunteer have signed this Agreement as of the date associated with their signatures below.

**The Board of Trustees of Southern Illinois University**

**Volunteer (or parent or guardian if Volunteer is under age 18):**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A  
DESCRIPTION OF VOLUNTEER SERVICES