**RCUOG VOLUNTEER AGREEMENT FORM**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the volunteer, and the Research Corporation of the University of Guam (RCUOG), pursuant to Public Law 25-38, relative to providing certain protections to volunteers of governmental entities, nonprofit organizations and other entities in lawsuits.

Public Law 25-38 defines a volunteer as an individual performing public or community services for or on behalf of a nonprofit organization or a governmental entity, who does not receive compensation other than reimbursement or allowance for expenses actually incurred, and as specifically provided by workers’ compensation or other law, and such term includes a volunteer serving as a director, officer, trustee or direct service volunteer.

By initialing below, I acknowledge that the following conditions apply as a direct services volunteer:

\_\_\_I understand that there shall be no employee benefits occurring from this Agreement, such as

1. Compensation
2. Health or Life Insurance coverage provided by RCUOG
3. Participation in Social Security or Medicare
4. Accumulation of annual or sick leave

\_\_\_ I understand that I am responsible for my own medical coverage.

\_\_\_ I understand that I am covered under the Liability Protection clause of PL 25-38, Section 16103 if:

1. I am acting within the scope of my responsibly at RCUOG at the time of the act or omission;
2. I am licensed, certified or authorized by the appropriate authorities for the activities or practice on Guam;
3. The harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference on my part to the rights or safety of the individual harmed; and
4. The harm was not caused by operating a motor vehicle, vessel, aircraft or other vehicle for which the operator or owner of the vehicle, craft or vessel is required to: (1) possess an operator’s license; or (2) maintain insurance.

\_\_\_ I understand that I shall abide by the polices of the RCUOG, including confidentiality.

\_\_\_ I understand that I shall comply with all federal and Guam laws and ordinances applicable to my work.

\_\_\_ I understand that I will not hold the University of Guam liable for any injury sustained during or arising from an course of volunteer service.

\_\_\_I understand that I will be performing my volunteer service as (specify type of work to be performed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer Start and End dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_