



RESEARCH CORPORATION OF THE UNIVERSITY OF GUAM

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:

- (a) I am acting within the scope of my responsibly at RCUOG at the time of the act or omission;
- (b) I am licensed, certified or authorized by the appropriate authorities for the activities or practice on Guam;
- (c) 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
- (d) 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.



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___ I understand that I will be performing my volunteer service as (specify type of work to be performed): _____

Volunteer Start and End dates: _____