

OKLAHOMA STATE UNIVERSITY SYSTEM
ACADEMIC/TECHNICAL/PROFESSIONAL VOLUNTEER GUIDELINES

As a public institution, the University is often in need of volunteer services and often approached by individuals who are interested in volunteering within laboratories and other research facilities. To ensure compliance with federal statutes (DOL) governing employment and volunteerism, the following guidance is provided. Although this guidance may be useful for regular and sporadic volunteerism (i.e., conference assistance, move-in day and other event volunteerism), this form is intended for use with volunteers who provide assistance within research facilities and other academic, technical, or professional endeavors which occur on a more scheduled and consistent basis. This form is not required for sporadic volunteerism. In these cases, the supervisor or unit administrator should indicate by Y (yes) or N (no) in the spaces provided under the following questions.

1. Is the entity that will benefit/receive services from the volunteer a nonprofit organization? _____
2. Is the activity less than a full-time occupation? _____
3. Are the services offered freely and without pressure or coercion? _____
4. Are the services of the kind typically associated with volunteer work? _____
5. Have regular employees been displaced to accommodate the volunteer? _____
6. Does the volunteer receive (or expect) any benefit, including future employment, from the entity to which it is providing services? _____

If the answers to questions 1-4 are yes and questions 5-6 are no, the person is a volunteer. If not, the person will not qualify as a volunteer and may not volunteer services. If you have questions, please contact OSU Human Resources at (405) 744-7401. If the person qualifies as a volunteer as defined above, the Oklahoma State University Volunteer's Acknowledgment and Release of Claims form should be completed as indicated below.

- Unit administrator completes paragraph one of the agreement indicating the date of effectiveness and the name of the volunteer.
- In the section Dates of Volunteer Activity or Project in which Volunteer shall be participating, the unit administrator provides both the dates of the volunteer activities and a brief summary of services to be performed. Please note the dates should not be open ended and shall include both a beginning and end date that is reasonable to the project/services performed. In no case, shall the dates span beyond one year duration.
- Unit administrator provides completed form to volunteer. Volunteer must read and sign/date form prior to any volunteer services commencing.

- Unit administrator will keep a copy of the document in his/her departmental files and forward the completed form to OSU Human Resources for review prior to volunteer duties commencing. HR will then provide copies to the following.
 - OSU/A&M Board of Regents Legal Counsel; 5th Floor – Student Union; Stillwater, OK 74078
 - Office of the President, Attention: Gary Clark; 107 Whitehurst; Stillwater, OK 74078
 - Risk & Property Management, Attention: Mike Bale; 618 N. Monroe; Stillwater, OK 74078

PLEASE NOTE: Volunteers are to be included in campus mandatory trainings such as those under Policy 1-0135 Minors Participating in OSU-Related Activities and Programs and Title IX. Please work with OSU Human Resources to enroll in these trainings.

**OKLAHOMA STATE UNIVERSITY
VOLUNTEER'S ACKNOWLEDGMENT AND RELEASE OF CLAIMS**

THIS AGREEMENT is entered into effective as of the ____ day of _____, 2015, by and between Oklahoma State University ("University") and _____ ("Volunteer"), an individual who desires to volunteer their academic, technical, or professional skills on a consistent and scheduled basis to the University for the time period below or with regard to the project further identified as follows:

Dates and Description of Volunteer Activity or Project in which Volunteer shall be participating

1. Volunteer understands that the scope of Volunteer's relationship with University is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that University will not provide any benefits traditionally associated with employment to Volunteer, including Workers' Compensation; and that Volunteer shall be responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's service to University.
2. Volunteer acknowledges that his/her service is on an "as needed" basis and subject to immediate termination at any time at the sole discretion of the University.
3. Volunteer acknowledges that the University owns the full right and title and interest to all inventions, improvements, discoveries, patents, patent applications, copyrights, trademarks, trade secrets and any other legally protectable information which is first made, conceived and/or generated by Volunteer in the course of Volunteer's service to University and hereby assigns and agrees to assign all right, title and interest in same to the Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges.
4. Volunteer acknowledges and agrees that he/she will review any applicable University policies, procedures, or regulations pertaining to the Volunteer's service, and all rules and directions from University personnel regarding use of University facilities and equipment. Volunteer further agrees to comply with all applicable federal and state laws and regulations.
5. The Volunteer releases and forever discharges and holds harmless University and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services Volunteer provides to University. Volunteer understands and

acknowledges that this Agreement discharges University from any liability or claim that he/she may have against University with respect to bodily injury, personal injury, illness, death, or property damage that may result from said services. Volunteer agrees this Agreement is intended to be as broad and inclusive as permitted by Oklahoma law and agrees that it shall be governed and interpreted in accordance with Oklahoma law.

THE UNDERSIGNED FURTHER STATES AND AFFIRMS THAT HE/SHE HAS CAREFULLY READ THE WITHIN AND FOREGOING "VOLUNTEER'S ACKNOWLEDGMENT AND RELEASE OF CLAIMS," KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND EXECUTES SAME AS HIS/HER OWN FREE ACT AND DEED.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

VOLUNTEER:

UNIT ADMINISTRATOR:

DEPARTMENT: _____

UNIT ADMINISTRATOR CONTACT INFORMATION (EMAIL/PHONE):
