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

Volunteer Start and End dates: