

GENERAL GUIDELINES FOR ESTABLISHING VOLUNTEER RELATIONSHIPS

(VOL-A1 / Jan 11, 2017)

A University volunteer is an individual who, without the promise, expectation or receipt of compensation, performs services directly related to the business of the University. The purpose of these guidelines and the associated forms is to provide University departments with a process that will assist them in properly selecting volunteers, obtaining needed information, and to ensure that volunteer relationships with the university are clearly established and understood by the volunteers and the departments that engage and supervise volunteers. All volunteer work must be directed and supervised by a University employee. The University requires the same compliance with rules and attention to duties and responsibilities for volunteers as it does for University employees, including background checks. Under the Federal Fair Labor Standards Act, a current non-exempt employee cannot be both a paid employee and a non-paid volunteer while performing the same type of work for the same employer. Consult HR if you have questions regarding current University employee volunteers.

To qualify as a University volunteer, an individual must meet the minimum qualifications to perform the work assignment and agree to abide by the University policies and regulations that govern their actions. Departments are responsible for establishing their own volunteer position descriptions and screening process. Volunteers must have the necessary experience, training and supervision to safely carry out the volunteer work and, depending on the particular function to be performed, must meet the applicable license, certification and University requirements, which may include proof of identity and verification of citizenship or permanent residency status, fingerprinting, background checks and other processes established for specific types of work.

A University volunteer may not perform any work until he or she has completed and signed the volunteer application and the volunteer assignment detailing the work to be performed and agreeing to the relationship of the volunteer to the University. Volunteers must execute a University liability waiver and release. Volunteers involved in development of intellectual property must execute a copyright agreement acknowledging University ownership and to assign the rights to the University. A volunteer under the age of eighteen may not perform any work without consent of their parent or legal guardian. If you are engaging a minor volunteer, you must contact and obtain approval from the Youth Protection Program Office (ypp@utexas.edu) prior to the time their service begins.

Departments are responsible for providing their volunteers with the necessary training and supervision to safely carry out their assigned volunteer activities. If the volunteer assignment includes working with machines or equipment, a volunteer cannot perform any work until successful completion of training has been documented. In addition, volunteers working with machines or equipment must be provided with appropriate personal protective equipment.

Volunteers are not considered employees for any purpose. Volunteers must be appointed to non-employee University Affiliate (affiliated worker) positions in HRMS. Volunteers are not eligible for retirement, health benefits, or workers' compensation as a result of their volunteer status. Although a volunteer does not have the health benefits and liability protections as a regular employee, there are State and Federal laws that provide volunteers with limited protections from exposure to personal liability while performing duties within the scope of their volunteer assignment. In order to assure that volunteers benefit from these protections from personal liability, it is important for departments to specify the scope of their job duties in a written position description at the time of their assignment.

Volunteers serve at the pleasure of the University. Accordingly, a volunteer assignment can be terminated at the discretion of the University at any time, without notice or cause or recourse.

University of Texas at Austin
VOLUNTEER APPLICATION

(VOL-B1 // Jan 11, 2017)

Volunteer Applicant Last Name	First	Middle
Home Address: Street	City	State
		Zip Code
Home Phone	Mobile Phone	Email
Drivers License #State Issued	Highest Education Completed/Training/Licenses	
Current Employer	Position	
Have you ever worked for the University of Texas? If yes, dates of employment, department and job title.		
Have you ever been convicted of a crime other than minor traffic violations? If yes, please explain.		
Emergency Contact Name	Relationship	Phone(s)

REFERENCES:			
Name:	Relationship	Name:	Relationship
Address:	Phone	Address:	Phone

I understand and agree that I am volunteering solely for personal purposes and without any promise or expectation of compensation, fees, benefits or future employment with the university. I further understand and agree that my volunteer service may be terminated at any time without cause or recourse.

I understand and agree to abide by the rules, policies and procedures of the University of Texas at Austin and all applicable State and Federal laws. Further, I will familiarize myself with such laws, rules, and policies, including conduct, confidentiality, conflicts of interest, ethical behavior, equal opportunity, compliance and safety.

In consideration of my participation as a volunteer, I hereby release and agree to indemnify and hold harmless the University of Texas and its officers, employees and agents from any liability for any loss, cost, or damage to me or my property arising out of or in connection with my activities or performance of my volunteer work. I agree that all information, property and materials received and/or created by me in connection with performance of my volunteer work are property of the University and I will return them promptly upon request or termination of my service.

I certify that all statements in this application are true and complete to the best of my knowledge. I understand that the University of Texas is a government agency and that this application is a government document and that making false statements on a government document is a violation of law. I hereby give the University permission to inquire into my education, references, driving record, employment, and volunteer history.

Signature of Volunteer

Date

University of Texas at Austin
VOLUNTEER ASSIGNMENT AND SUMMARY OF DUTIES

(VOL-B2 // Jan 11, 2017)

Volunteer Last Name:	First	Middle
Department:		
Volunteer Position/Job Title:		
Summary of Volunteer Position/Job Duties:		
Volunteer Supervisor's Name:	UT Position/Job Title	Phone

This is to acknowledge that I desire to volunteer my services, performing the duties listed above and that volunteer services rendered by me will be at the direction of the above named supervisor. Further, I affirm that I understand that I must abide by all University policies and regulations; and that I serve at the pleasure of the University.

Signature of Volunteer Date

APPROVAL OF AUTHORIZED UNIVERSITY PERSONNEL:

Signature of Volunteer Supervisor: Date

Signature of Department Head: Date

University of Texas at Austin
VOLUNTEER (MINOR) CONSENT OF PARENT OR LEGAL GUARDIAN
 (Required for Volunteers Under 18 Years of Age)

(VOL-B3 // Jan 11, 2017)

Volunteer Last Name	First	Middle	
Home Address: Street	City	State	Zip Code
Date of Birth	Drivers License #State Issued		
Volunteer Position/Job Title:			
Summary of Volunteer Position/Job Duties:			

I certify that I am the parent/guardian with legal responsibility for the above named volunteer. I have read the volunteer assignment position description above and I hereby grant my permission for him/her to participate as an unpaid volunteer for the University of Texas at Austin. I affirm that I understand that he/she must abide by all University policies and regulations and that he/she will serve at the pleasure of the University. I further hereby consent and agree to his/her release as provided in the volunteer application, and for myself, my heirs, assigns, and next of kin, I hereby release and agree to indemnify and hold harmless the University from any and all liabilities arising out of or incident to my minor child's involvement as a Volunteer, to the fullest extent permitted by law.

Signature of Parent or Guardian Date

Print Parent or Guardian Last Name First Middle

Home Address: Street City State Zip Code

University of Texas at Austin
VOLUNTEER PERSONAL EQUIPMENT LIABILITY WAIVER
(Required for Volunteers Who Provide Personal Equipment)

(VOL-D1 // Jan 11, 2017)

Volunteer Last Name	First	Middle	
Home Address: Street	City	State	Zip Code

I, the above named volunteer, have voluntarily agreed to provide my own personal equipment for use by me in performing my volunteer services. I understand that my equipment may be exposed to other participants and the general public. I understand that it is my personal responsibility to take whatever reasonable precautions may be necessary to protect my personal equipment from damage or loss. I further understand that the University of Texas is not responsible for any damage or loss of my personal property suffered as a result of my participation in or in connection with the performance of my volunteer services for any reason. Accordingly, I hereby release and hold harmless the University of Texas and its officers, employees and agents from any liability for any loss, cost, or damage to my personal property for any reason whatsoever arising out of or in connection with my activities or performance of my volunteer work.

Signature of Volunteer Date

Witness Signature (Volunteer Supervisor): Date

University of Texas at Austin
VOLUNTEER COPYRIGHT AGREEMENT
(Required for Volunteers Who Contribute to Creative Works)

(VOL-D2 // Jan 11, 2017)

Volunteer Last Name	First	Middle	
Home Address: Street	City	State	Zip Code

It is the stated intention of both the volunteer and the University that all creative “Works” received and/or created by the volunteer in connection with performance of volunteer work, are to be the sole and exclusive property of the University. “Works” means works of authorship and any contribution in such works, created by a volunteer in the course of performing their volunteer assignment, or otherwise, for the use or benefit of the University, and includes web design, software, systems, programming, graphics, text, audio, video, artwork, drawings, photographs, plans, materials, scripts, exhibits, music, choreography, or other items of intellectual property. Notwithstanding the above, if I as volunteer should be deemed “author” and owner of the copyright in any such Works, I hereby grant to the University the rights described below.

Copyright Use License

In consideration of and as a condition of the volunteer opportunity offered to me by the University of Texas at Austin, I, the above named volunteer, hereby grant the University of Texas at Austin a perpetual, non-exclusive, worldwide, royalty-free license to reproduce and publicly display the Works, in whole or in part, and to incorporate the Works, in whole or in part, into other works, in any format, size, resolution, or media as determined solely by the University of Texas at Austin.

_____ (Initial Here)

Copyright Assignment:

In consideration of and as a condition of the volunteer opportunity offered to me by the University of Texas at Austin, I hereby assign to the University of Texas at Austin all right, title, and interest worldwide in and to the Works, including the copyright to the Works and all works based upon, derived from, or incorporating the Works. _____ (Initial Here)

Signature of Volunteer

Date

Witness Signature (Volunteer Supervisor):

Date

University of Texas at Austin
VOLUNTEER PHOTO RELEASE

(VOL-D3 // Jan 11, 2017)

Volunteer Last Name	First	Middle	
Home Address: Street	City	State	Zip Code

Photo Release

In consideration of and as a condition of the volunteer opportunity offered to me by the University of Texas at Austin, I, the above named volunteer, hereby grant the University of Texas at Austin permission to publish and use without obligation in print, electronic or video format, for educational, public relations, publicity and promotional purposes for the use and benefit of the University, any photograph, likeness or image of myself either alone or with others and any stories, illustrations and accounts in which I appear in connection with my volunteer service. I understand and agree that I am to receive no compensation of any kind, monetary or otherwise, on account of or arising from the production, publication, recording, rebroadcasting, or other use of such material.

Signature of Volunteer

Date

Witness Signature (Volunteer Supervisor):

Date

**The University of Texas at Austin
Youth Protection Program
Release and Indemnification Agreement**

This form must be completed and returned to the employer prior to volunteer start date.

Participant:

Volunteer's Last Name _____ First Name _____
Address _____ City _____ State _____ Zip _____

Description of Volunteer Assignment: _____

Location: _____ **Dates:** _____

I am the Parent/Guardian of _____ (volunteer name), who is under eighteen years of age and I _____ (parent/legal guardian) am fully competent to sign this Agreement.

I give permission for Volunteer to participate in the above-referenced volunteer duties. I acknowledge that the nature of the duties may expose Volunteer to hazards or risks that may result in Volunteer's illness, personal injury or death and I understand and appreciate the nature of such hazards and risks.

In consideration of Volunteer being permitted to participate in the volunteer assignment, I hereby accept all risk to Volunteer's health and of his/her injury or death that may result from such participation and I hereby release The University of Texas at Austin, its governing board, officers, employees and representatives from any and all liability to Volunteer, Volunteer's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Volunteer's property and for any and all illness or injury to Volunteer's person, including his/her death, that may result from or occur during Volunteer's participation in the volunteer assignment, whether caused by negligence of The University of Texas at Austin, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless The University of Texas at Austin and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from Volunteer's negligence or intentional act or omission while participating in the described volunteer assignment.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR VOLUNTEER'S INJURY OR DEATH OR DAMAGE TO VOLUNTEER'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED VOLUNTEER DUTIES AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY VOLUNTEER'S NEGLIGENCE OR INTENTIONAL ACT OR OMISSION.

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATE

PRINT NAME

**The University of Texas at Austin
Youth Protection Program
Media Release**

This form must be completed and returned to the employer prior to the volunteer start date.

I hereby grant full permission to The University of Texas at Austin to prepare, record, use, reproduce, publish, distribute and exhibit my child's name, picture, portrait, likeness or voice, or any or all of them in or in connection with any medium, including, but not limited to, the production of web sites, still photography, motion picture film, television tape, film or sound track recording, scientific publication, or any other purpose The University of Texas at Austin deems appropriate.

I hereby waive all rights of privacy or compensation, which I may have in connection with the use of my child's name, picture, portrait, likeness or voice, or any or all of them, in or in connection with said media, including, but not limited to, web sites, still photography, motion picture film, television tape, film or sound track recording and any use to which the same or any material therein may be put, applied or adapted by The University of Texas at Austin.

I release the University of Texas at Austin its governing board, officers, employees and representatives from liability for any violation of any personal or proprietary right I may have in connection with such use(s). I understand that all such recordings, in whatever medium, shall remain the property of the University of Texas at Austin.

This consent and waiver will not be made the basis of a future claim of any kind against The University of Texas at Austin and any of its agencies.

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATE

PRINT NAME