# VOLUNTEER AGREEMENT

Whereas, it is deemed that the services of volunteers are both necessary and in the best interest of the Nevada System of Higher Education (NSHE); Now, therefore, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. ASSENT. The NSHE accepts the service of the volunteer until such services are terminated with or without cause or notice at the discretion of either party.

2. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described, including, when applicable, any certifications, licenses and/or other credentials the volunteer is to possess; the number of hours or number times the service is to be performed, or when appropriate, a description of the work product.

3. LIMITED NSHE LIABILITY. The NSHE will not waive and intends to assert NRS chapter 41 liability limitations in all cases.

4. INDEMNIFICATION. To the fullest extent permitted by law, the NSHE shall indemnify, hold harmless and defend the volunteer, as if as an employee of the NSHE within the scope and meaning of NRS 41.0339, from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of the performance of the those services set forth in the "Description of Volunteer Duties" statement contained below if the act or omission on which such liability, claims, actions, damages, losses, and expenses are based appears to be within the course and scope of the public duty assumed by the volunteer, appears to have been performed or omitted in good faith, was done under the control and direct supervision of the NSHE and in the furtherance of the NSHE's business.

5. INSURANCE. The volunteer, as an employee of the NSHE within the scope and meaning of NRS 41.0339, shall be treated as an employee regarding any applicable liability maintained by or on behalf of the NSHE while engaged in the performance of those services set forth in the "Description of Volunteer Duties" statement. However, the volunteer is excluded from participation in any employee rights, benefits or plans, including, without limitation, those found in NRS Title 23.

6. WORKERS' COMPENSATION INSURANCE. Volunteers shall receive workers' compensation coverage in accordance with NRS 616A.130 while engaged in the performance of those services set forth in the "Description of Volunteer Duties" statement.

7. GOVERNING LAW; JURISDICTION. This Volunteer Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, and adjudicated in Nevada district courts.

8. STATE OWNERSHIP OF PROPRIETORY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents and drawings, prepared or in the course of preparation by the volunteer while engaged in the performance of those services set forth in the "Description of Volunteer Duties" statement shall be the exclusive property of the NSHE and all such materials shall be remitted to the NSHE by the volunteer upon completion, termination, or cancellation of service. A volunteer shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the volunteer's service under this agreement without prior written consent of the NSHE.

9. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from a volunteer may be open to public inspection and copying. The NSHE will have the duty to disclose unless a particular record is made confidential by law or common law balancing of interests.

10. CONFIDENTIALITY. A volunteer shall keep all information confidential, in whatever form, produced, prepared, observed or received by the volunteer to the extent that such information is confidential by law.

VOLUNTEER NAME _____ SSN _____

DESCRIPTION OF VOLUNTEER DUTIES _____

_____

CAMPUS _____ DEPARTMENT _____

START DATE OF ASSIGNMENT _____ END DATE OF ASSIGNMENT _____

CERTIFICATIONS, LICENSES AND/OR OTHER CREDENTIALS NEEDED _____

EMERGENCY CONTACT _____ TELEPHONE NUMBER _____

IN WITNESS WHEREOF, the parties hereto execute this Volunteer Agreement

_____ _____ _____ _____

Volunteers' Signature Date Volunteer's Title

_____ _____ _____ _____

NSHE Department Signature Date Title

_____ _____

Parent Signature Date

*(If volunteer is less than 18 years of age)*

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