

STATEMENT OF UNDERSTANDING / AGREEMENT BETWEEN

MIDDLE TENNESSEE STATE UNIVERSITY

AND

VOLUNTEER'S NAME

1. The volunteer understands that he/she shall not be considered an employee, agent or independent contractor employed by Middle Tennessee State University (MTSU) for any purpose. The volunteer acknowledges that he/she will neither accept nor claim entitlement to any salary or benefits of employment, including but not limited to insurance, retirement benefits, worker's compensation, travel expenses, or any other form of compensation of any kind.
2. The volunteer understands that he/she has no actual authority to bind or represent MTSU with regard to any third parties. Moreover, the volunteer agrees to avoid giving the impression of having apparent authority to bind or represent MTSU with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreements or contracts on behalf of the MTSU.
3. The volunteer understands that {T.C.A. 9-8-307(h) 8-42-101(a)(3)} extends certain protections to individuals who are participants volunteer programs which are operated under the authorization of a state agency or department. The volunteer understands that under the above-referenced law, he/she is immune from suit to the same extent as state employees. Persons injured by the actions of a volunteer are able to file a claim directly against the state.
4. The volunteer acknowledges that MTSU shall have no liability for personal injury or property damage which may be suffered by the volunteer, unless such injury or damage directly results from the negligent act or omissions of state employees or authorized volunteers. Any and all negligence claims shall be expressly limited to claims approved by the Claims Commission.
5. The volunteer acknowledges that he/she may not operate automotive or other state owned equipment of MTSU without specific written authorization from the President or his/her designee.
6. The volunteer and MTSU agree that no person shall be subjected to discrimination on the basis of race, color, religion, sex, age, handicap, or national origin in the execution or performance of this Agreement.
7. MTSU, the Tennessee Board of Regents, the State of Tennessee and their respective employees shall have no liability unless specifically provided for in this Agreement.
8. This Agreement may be terminated at any time upon written notice of the volunteer or the president or his/her designee of MTSU.

ACKNOWLEDGEMENT

I, _____ (name of volunteer), have read and understand the above statement/agreement and agree to abide by its terms and conditions while I am participating in volunteer activities at Middle Tennessee State University. This agreement is effective from _____ (date) through _____ (date).

Signature of Volunteer: _____ Date: _____

Recommendation of Approval of Statement of Understanding/Agreement:

Supervisor of Volunteer: _____ Date: _____

Approval of Statement of Understanding/Agreement:

President, or designee _____ Date: _____

Original Copy to: Office of Human Resource Services