

STATEMENT OF UNDERSTANDING/AGREEMENT BETWEEN
AUSTIN PEAY STATE UNIVERSITY
AND

Volunteer's Name

Department

1. The volunteer understands that he/she is not to be considered an employee, agent or independent contractor employed by the University 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 the University with regard to any third parties. Moreover, the volunteer agrees to avoid giving the impression of having apparent authority to bind or represent the University with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreements or contracts on behalf of the University.
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 in volunteer programs which are operated under the authorization of a state agency or department. For actions taken in the course of performing volunteer services, which are neither willful, malicious or criminal, or acts or omissions done for personal gain, an authorized volunteer is immune from suit in the same manner 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 the University 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. The volunteer agrees to abide by all applicable University policies and procedures, including but not limited to, the APSU Student Code of Conduct, Policy 5:043 Employee Code of Conduct, Policy 6:004 relative to discrimination and harassment, and Policy 4:029 Acceptable Use of Information Technology Resources, etc.
5. The volunteer acknowledges that he/she may not operate automotive or other state owned equipment of the University without specific written authorization of the President of the University.
6. The volunteer and the University 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. Austin Peay State University and 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 of Austin Peay State University.

ACKNOWLEDGMENT

I, _____ (name of volunteer),
 SSN: _____-_____-_____, 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 Austin Peay State University. This agreement is effective from _____ (date) through _____(date).

Volunteer Address: _____

Volunteer Signature _____ Date: _____

Approval of Statement of Understanding/Agreement:

 Supervisor of Volunteer (print name)

 Supervisor of Volunteer (signature) _____
 Date

 Director or designee (print name)

 Director or designee (signature) _____
 Date

ADDENDUM TO VOLUNTEER STATEMENT OF UNDERSTANDING/AGREEMENT

An exception is requested to paragraph 5 of this agreement to authorize the volunteer to operate a University vehicle. He/She has a valid drivers' license and has completed all requirements specified in the APSU Student/Group Travel Policy.

Volunteer Signature: _____ Date _____

Supervisor Signature: _____ Date _____

Approved: _____ Date _____
Vice President