

## **Volunteer Agreement**

### **TERMS AND CONDITIONS**

#### **1. SCOPE**

- 1.1 Your volunteer duties shall only be completed under the sole direction and supervision of \_\_\_\_\_ or their delegate, and no work shall be undertaken without prior approval from \_\_\_\_\_ or their delegate.
- 1.2 You are strictly prohibited from performing any volunteer duties unless a McMaster University staff member is physically present. This requirement applies at all times, including evenings and weekends.

#### **2. TERM**

- 2.1 Your volunteer term will begin on \_\_\_\_\_, and end on \_\_\_\_\_ (the “Term”), unless terminated at an earlier date upon written notice provided by the University. You understand that failure to comply with the terms of this Volunteer Agreement (the “Agreement”) may result in termination of the volunteer services prior to the end of the Term.
- 2.2 Either party may terminate this Agreement with written notice. If you wish to terminate your volunteer services before the end of the Term, you agree to notify \_\_\_\_\_ one week in advance.

#### **3. NO RENUMERATION**

- 3.1 This is a volunteer position; you will not be paid any monetary compensation for your work. The benefit that you will receive from volunteering is the experience that you will garner. McMaster University will not be responsible for paying or reimbursing you for expenses incurred unless otherwise expressly agreed in writing, in advance.

#### **4. NOT AN EMPLOYEE**

- 4.1 You agree and acknowledge that you do not have an employment relationship by virtue of the Agreement, any statute, common law or otherwise, and specifically agree that none of the provincial or federal employment statutes apply to their volunteer relationship, including but not limited to, the *Employment Standards Act, 2000*, the *Workplace Safety and Insurance Act*, *Occupational Health & Safety Act*, and the *Labour Relations Act*.

#### **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 5.1 In entering into the Agreement and in performing the Activities, you may have access to McMaster University confidential information – that is, information that McMaster University considers to be confidential and wishes to remain non-public.

You agree to:

- a) keep all confidential information in strict confidence, taking all necessary precautions;
- b) not use, disclose, copy or allow access to any confidential information to anyone unless McMaster University expressly allows it;
- c) advise McMaster University immediately if you become aware of any theft, disclosure, or misuse of any confidential information by anyone; and
- d) keep any confidential information, in strict confidence indefinitely.

5.2 During your Term, you may be creating material for the Department of Mechanical Engineering or working with material that we have given to you. Even though you may have put work into it, such material is to be considered McMaster University intellectual property, and the intellectual property rights in it (such as copyrights, trademarks and patents) belong to McMaster University. You therefore assign to McMaster University all right, title and interest throughout the world (including without limitation, all patents, trademarks, copyrights, and any other intellectual property and proprietary rights) in and to the materials created by you during or as a result of your Term, and will do everything necessary, such as signing documentation, to effect this assignment. You also waive any moral rights that you may have in materials you provide to us, including the rights to the integrity of the materials, to be associated with the materials, to restrain or claim damages for any distortion, mutilation or other modification of the materials, and to restrain the use or reproduction of the materials in any context.

## **6. ASSUMPTION OF RISK**

6.1 You acknowledge that there may be risks associated with or related to your volunteer duties described above. These risks include, but are not limited to, any manner of injury resulting from use or misuse of equipment/tools required to perform your volunteer duties. You agree to take all precautions and follow any safety procedures provided by McMaster University to minimize these risks.

## **7. MCMASTER POLICIES**

7.1 You agree to comply with all applicable policies, procedures, rules, and guidelines established by McMaster University, and the Department of Mechanical Engineering, as may be amended from time to time, in the performance of your volunteer duties. You further agree to adhere to any future updates or changes to these policies, procedures, rules, and guidelines and understand that failure to comply with these policies procedures, rules, and guidelines may result in the termination of your volunteer position.

## **Acknowledgement**

I, \_\_\_\_\_, acknowledge that I have completely read and understand the Agreement and its terms and understand that I may give up substantial rights by signing it. I also acknowledge that the provisions of the Agreement are fair and reasonable, are not prejudicial to my interests, and



are reasonably required for the protection of the interests of McMaster University. I have signed it freely and voluntarily without inducement, assurance or guarantee, and after having had the opportunity to ask any questions about the volunteer position and to discuss the Agreement with my legal advisor.

**IN WITNESS WHEREOF** in the City of Hamilton, Ontario, on \_\_\_\_\_.

**For Volunteer (if 18 years of age or older):**

Volunteer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

McMaster Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Volunteer (if under 18 years of age):**

If the volunteer is under 18 years of age, the signature of a parent or guardian is required. By signing below, the parent/guardian acknowledges and consents to the terms of this Agreement and grants permission for the minor to participate in the volunteer position.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

McMaster Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

