

Memorandum of Understanding

Community-Based Organizations utilizing VolunteerBASE Volunteer Referral Service

California State Polytechnic University, Pomona and Cal Poly Pomona Center for Community Service-Learning VolunteerBASE offers community-based organizations the opportunity to be a part of our volunteer opportunities referral service, referred to as VolunteerBASE. The referral service is intended for Cal Poly Pomona students, staff, and faculty to be able to search for meaningful and fulfilling volunteer opportunities.

At no time, throughout their service with the community-based organization, shall the volunteers be considered employees of the University.

Please note that the Cal Poly Pomona Center for Community Service-Learning VolunteerBASE does not screen or fingerprint volunteers. The community-based organizations maintain the option of accepting, not accepting, or dismissing referred volunteers on an individual basis.

This Memorandum of Understanding entered into this ___ day of _____, ____ between the California State Polytechnic University, Pomona referred to as "University," and _____, referred to as a "community-based organization."

A. The University will refer volunteers to the community-based organization as available through in person and/or on online referrals.

B. In using the VolunteerBASE referral service the volunteer has warranted that he/she:

1. Is at least 18 years of age.
2. Is a student, faculty or staff member at Cal Poly Pomona University?
3. Agrees and understands that there is no employee/employer relationship with the University while participating in the volunteer service and there will be no compensation for volunteering.
4. Is responsible for his/her own transportation to and from the volunteer site. The commute is his/her sole responsibility and expense.
5. Is responsible for evaluating the safety of the volunteer site. Any concerns should be brought to the attention of the community-based organization's site manager or supervisor.
6. Voluntarily assume any and all risks and agree to pay any and all claims arising from or incidental to his/her participation in volunteer service activities/events including those that may result in:
 - a. Personal injuries including medical or hospital bills, permanent or partial disability or death.
 - b. Damage to personal property caused by or arising from participation in the volunteer service.
7. Agrees to submit to the community-based organization's required background checks and respect their rules of privacy.
8. Grants the University and VolunteerBASE the right and permission to use photographs, film, tape or sound recordings taken of them during the course of their volunteer service for use in non-print and print media presentations.
9. Agrees and understands that he/she may be removed from participation at the community-based organization's site with or without cause.
10. Agrees and understands that the University and VolunteerBASE do not review, evaluate or analyze community-based organizations.
11. Agrees and understands that the University and VolunteerBASE have no control over how the information they have provided will be used by third parties.

General Provisions

Indemnification

The State of California, the Trustees of the California State University, California State Polytechnic University Pomona shall defend, indemnify and hold **the community-based organization**, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **The State of California, the Trustees of the California State University, California State Polytechnic University Pomona**, its officers, agents, employees and volunteers.

The community-based organization shall defend, indemnify and hold **The State of California, the Trustees of the California State University, California State Polytechnic University Pomona**, its officers, agents, employees and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the **community-based organization**, its officers, agents and employees.

Status of Volunteers

Volunteers shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University while they are doing their service at the community-based organization.

Assignments

Without written consent of the California State Polytechnic University Pomona, this agreement is not assignable by the community-based organization either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, the University, its officers or employees, shall construe nothing in this Agreement as endorsement of any commercial product or service.