

# STATEMENT OF UNDERSTANDING/AGREEMENT BETWEEN

## MIDDLE TENNESSEE STATE UNIVERSITY

### AND

---

(Visiting Scholar PRINT NAME)

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 no apparent authority to bind or represent the university with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreement or contracts on behalf of the university.
3. The volunteer understands that { T.C.A. 9-8-3079h) 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 the 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 the university without specific written authorization of the president of the university.
6. The volunteer and the university agree that no person should 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. Middle Tennessee State University, 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 of Middle Tennessee State University.

