

MEMORANDUM OF UNDERSTANDING - VOLUNTEER IN STATE SERVICE

A Memorandum of Understanding Between the State of Nevada Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF AGENCY)

and

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF VOLUNTEER)

WHEREAS, it is deemed that the services of Volunteer are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. ASSENT. The State accepts the services of Volunteer until such services are terminated with or without cause or notice at the discretion of either party.

2. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described, including, when applicable, any certifications, licenses and/or other credentials Volunteer is to possess; the number of hours or the number of times the service is to be performed, or when appropriate, a description of the work product. This agreement incorporates the following attachments:

ATTACHMENT A: SCOPE OF VOLUNTEER WORK

3. LIMITED STATE LIABILITY. The State will not waive and intends to assert NRS chapter 41 liability limitations in all cases.

4. INDEMNIFICATION. To the fullest extent permitted by law, the State shall indemnify, hold harmless and defend Volunteer, as if as an employee of the State within the scope and meaning of NRS 41.0339, from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of the performance of those services set forth in Attachment A if the act or omission on which such liability, claims, actions, damages, losses, and expenses are based appears to be within the course and scope of the public duty assumed by Volunteer, appears to have been performed or omitted in good faith, was done under the control and direct supervision of the State and in furtherance of the State's business.

5. INSURANCE. Volunteer, as if as an employee of the State within the scope and meaning of NRS 41.0339, shall be treated as an employee regarding any coverage under any applicable liability insurance maintained by the State while engaged in the performance of those services set forth in Attachment A. However, Volunteer is excluded from participation in any employee rights, benefits or plans, including, without limitation, those found in NRS Title 23.

6. WORKERS' COMPENSATION INSURANCE. Volunteer shall receive workers' compensation coverage in accordance with NRS 616A.130 while engaged in the performance of those services set forth in Attachment A. Said volunteer understands that workers' compensation coverage is their sole-remedy for personal injury.

7. GOVERNING LAW; JURISDICTION. This Memorandum of Understanding and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada., and adjudicated in the Nevada district courts.

8. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Volunteer while engaged in the performance of those services set forth in Attachment A shall be the exclusive property of the State and all such materials shall be remitted to the State by Volunteer upon completion, termination, or cancellation of service. Volunteer shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Volunteer's services under this agreement without the prior written consent of the State.

9. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Volunteer may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

10. CONFIDENTIALITY. Volunteer shall keep confidential all information, in whatever form, produced, prepared, observed or received by Volunteer to the extent that such information is confidential by law.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding:

Volunteer's Signature

Date

Volunteer's Title

State Agency Signature

Date

Title