**VOLUNTEER AGREEMENT**

**BETWEEN VISITOR NAME Date of Birth:** Month Day, Year **Address:** Number, Street name, City, Province/State, Postal Code, Country;

(the“**Volunteer**”)

**AND CONCORDIA UNIVERSITY**, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, City of Montreal, Province of Quebec H3G 1M8, (the “**University**”) herein acting and represented by Dr. Aaron Johnson, Associate Vice-President, Research, Institutional Initiatives and Innovation, duly authorized as he so declares.

(Volunteer and University may individually be referred to as “**Party**” and are hereinafter together referred to as “**Parties**”)

**WHEREAS** the Volunteer is a add information about the visitor;

**WHEREAS** the Volunteer shall work in collaboration with **PROFESSOR NAME**, Professor Title, in theDepartment Name**,** on the project entitled, “Project Title”;

(the “**Project**”)

**WHEREAS** this is an unsalaried volunteer appointment.

**NOW THEREFORE, the Parties agree as follows:**

**PROJECT**

1. While at Concordia University, the Volunteer will work under enter Professor Name on describe project/work here.
2. As a Volunteer in the enter Lab/Dept Name, you are expected to enter work expectations (i.e. tasks and hours per week, participation and frequency of meetings, comportment, effective and consistent communications regarding assigned tasks, flexibility with time availabilities, notices of absences, etc.).
3. The Volunteer’s project supervisor contact information is:

**PROFESSOR NAME**

Professor Title, Department Name

Office: enter Office Building, Room #

1455 De Maisonneuve Blvd. West

Montreal, Quebec H3G 1M8

Phone: (514) 848-2424, Ext. enter ext #

Email: enter email address

1. The Volunteer agrees that should they be in Canada on a visa, the Volunteer confirms that they have fulfilled all requirements with regards to appropriate travel and immigration rules, as well as medical insurance coverage, if applicable. The Volunteer also assures that the visa covers this position’s duration and any extension thereof, and understands that this position cannot be used to renew or extend said visa.
2. The volunteer position related to this Project will be unpaid.

**TERM**

1. This Agreement shall commence on **enter Month Day, Year** and shall expire on **enter Month Day, Year** (the “**Term**”), unless earlier terminated in accordance with the terms of this Agreement or extended by mutual written agreement of the Parties.

**TERMINATION**

1. The Parties agree that either Party may for any reason or cause and without engaging any liability, terminate the status of this Agreement. Notwithstanding Section 7, notice of termination shall be provided in writing at least two (2) weeks prior to the effective date of termination.
2. If the Volunteer is in default of its obligations hereunder, including for violating any of the legislation, regulations or University’s policies or procedures or conduct which, in the opinion of the University, is deemed unacceptable, the University may immediately and without notice terminate the Volunteer’s status. The University’s policies can be consulted at the following website: <http://www.concordia.ca/vpirsg/policies/>.

**UNIVERSITY POLICIES AND REGULATIONS**

1. Where applicable, Volunteer shall abide by the rules, regulations and policies established by the University and shall comply with the reasonable directions of the University’s authorized representatives while on the University’s premises.
2. During their visit to the University, Volunteers shall comply with all federal and all provincial legislation.
3. Unless clearly stipulated otherwise, Volunteers are responsible for all insurance, expenses, travel and living arrangements associated with the Project.
4. Volunteers must have obtained the required certifications to perform all tasks related to this Project.

**CONFIDENTIAL INFORMATION**

1. For purposes of clarity, “**Confidential Information**” includes any and all information, including personal information, documents, contracts and data (tangible or intangible), directly or indirectly related to the University, a member of the community of the University, donations, funding, research, any creative concepts, proposal or artistic work discussed the University, and any other information not generally known to the public, whether written, oral, visual or electronic.
2. Volunteers will not, at any time, other than in the context of my work for the University, disclose, copy, divulge, use or permit to be used by any third party whomsoever, for personal, commercial or any other use, or for any reason whatsoever, or act upon or obtain or attempt to obtain, directly or indirectly, any benefit from all or any part of the Confidential Information.
3. Volunteers will use all reasonable efforts to keep all of the Confidential Information secret and confidential and to protect it from disclosure and agree to immediately notify the disclosing party in writing of any unauthorized disclosure, use or access to Confidential Information, and to cooperate with the disclosing party in taking all necessary steps to remedy and mitigate the effects of such unauthorized disclosure.

**INTELLECTUAL PROPERTY**

1. Volunteer is bound by the pertinent policies, in particular, the *Policy on Intellectual Property* (VPRGS-9).

**LIABILITY**

1. Except as provided for by law with respect to fraudulent act or omission, gross negligence or willful misconduct of a Party, neither Party shall be responsible to the other Party for any injuries (including death) arising out of the performance of the Services.
2. The Volunteer will be liable for any loss or damage to property, including any University equipment and materials, whether directly or indirectly caused by the Volunteer.

**PERSONAL INFORMATION**

1. For the purpose of this Section, “**Personal Information**” shall include any information of a personal nature that can be used, independently or in conjunction with other information, to identify an individual.
2. Personal Information shall not be used, disclosed or reproduced in any form by the other Party except as required to accomplish the agreed purpose of this Agreement. The Parties agree that the obligation under this Section shall survive the termination of this Agreement and indefinitely.
3. In the event that Concordia discloses or authorizes the collection of personal information under this Agreement, the contractual terms and conditions stipulated by Concordia and found on its website (<https://www.concordia.ca/content/dam/concordia/offices/secretariat/docs/privacy-addendum.pdf>) form an integral part of the applicable contractual documents. This is an essential consideration for Concordia without which it would not have contracted with the co-contracting party.

**FORCE MAJEURE**

1. Neither Party to this Agreement shall be liable to the other Party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to circumstances beyond its control, including but not limited to, any fire, power failure, epidemics, pandemics, labour dispute or government measure (“Force Majeure”). The Parties agree that the deadline for fulfilling the obligation in question shall be extended for a period of time equal to that of the continuance of the Force Majeure.

**ENTIRE AGREEMENT**

1. The preamble and all appendices hereto shall form an integral part of this Agreement.

**GOVERNING LAW**

1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

**LANGUAGE**

1. The Parties hereto have requested that this Agreement, all correspondence and documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toutes correspondances et documentation relative à cette entente, soient rédigées en langue anglaise.

**SURVIVAL**

1. In addition to any other provision of this Agreement which by law or by its nature should survive the expiration or earlier termination of this Agreement, the following Sections shall survive regardless of the reasons for the expiration or termination of this Agreement: Section 12 to 20.
2. The Parties herein represent that they have the authority to enter into this Agreement and that their respective performance of their obligations under this Agreement will not conflict with any other contracts, agreements, or understandings to which they are a party.

**Volunteer**

I have read and agree to the terms and conditions above.

Name: enter Volunteer Name

Signature:

Date: (MM/DD/YYYY)

**Concordia Host Faculty Member**

Name: enter Professor Name

Signature:

Date: (MM/DD/YYYY)

**Faculty Associate Dean, Research**

Name: enter Assoc Dean Name

Position: enter Position Title

Faculty: enter Faculty Name

Signature:

Date: (MM/DD/YYYY)

Once all parties have signed, send to Academic-Access@concordia.ca for access request processing.