

CHASHAH MONASTERY PARLIAMENT

OPM.GOV

Chashah Monastery Parliament
Volunteer Operating Agreement (VOA)

Volunteer's Name: _____

Position: _____

Branch: Office of Personnel Management (OPM)

Organization: Chashah Monastery Parliament

This Volunteer Operating Agreement ("Agreement") outlines the terms and conditions between the Volunteer "**Employee**" and the Organization "**Office of Personnel Management**" or "**OPM**" for which they are providing volunteer services.

*This VOA designates all individuals affiliated with **OPM**, including but not limited to full-time, part-time, temporary staff members, Volunteer Directors, Assistant Volunteers, apprentices, and contract workers, as personnel engaged in an employer-employee relationship with **OPM**. However, it should be explicitly understood that Volunteers are not entitled to receive any form of monetary or non-monetary compensation for the services rendered to Chashah Monastery Parliament.

This Agreement establishes a framework to ensure mutual understanding and a productive working relationship. Please read the following terms carefully:

1. Purpose

The Volunteer agrees to provide voluntary services to **OPM** on an interim basis until the project has been accomplished or when **OPM** seeks to terminate the position or the person holding the position.

2. Legalities

The Volunteer acknowledges that their services to **OPM** are voluntary and provided on an interim basis. This agreement will remain in effect until the project has been accomplished, position has been filled permanently, or until **OPM** decides to terminate the position or the person holding the position.

- a. **OPM** acknowledges and appreciates the Volunteer's valuable contribution and expertise during the interim period. Both parties agree to uphold the terms of this agreement and work together in good faith to achieve the goals of the project.
- b. The Volunteer understands that this agreement does not create an employment relationship between the Volunteer and **OPM**. The Volunteer is not entitled to any benefits or compensation beyond what is explicitly stated in this agreement, unless otherwise agreed upon by both parties in writing.
- c. The Volunteer acknowledges that they are responsible for their own insurance coverage, including liability insurance, while providing voluntary services to **OPM**. The Volunteer agrees to hold **OPM** harmless from any claims, damages, or liabilities arising out of their voluntary services.
- d. In the event of any disputes or disagreements arising from this agreement, both parties agree to engage in good faith negotiations to resolve the matter. If a resolution cannot be reached, either party may seek legal remedies available under applicable laws.

- e. This agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which **OPM** is located. Any legal action or proceeding arising out of or relating to this agreement shall be brought in the courts of that jurisdiction.
- f. This agreement represents the entire understanding between the Volunteer and **OPM** regarding the voluntary services provided during the interim period. Any amendments or modifications to this agreement must be made in writing and signed by both parties.

3. Agreement Acceptance

By agreeing to the terms of this agreement, both the Volunteer and **OPM** expressly acknowledge, comprehend, and fully accept their understanding and unequivocal acceptance of the legal responsibilities, duties, and obligations explicitly delineated and set forth above.

4. Operation Agreement

This Agreement shall become valid and enforceable commencing from the jointly agreed-upon initiation date, as conclusively established by both parties, and shall continue in force until the jointly agreed-upon conclusion date, or until it is terminated by either party through the provision of a reasonable notice period of 2 weeks.

5. Scope of Work

The Volunteer shall carry out designated obligations and responsibilities as mutually agreed upon. The Volunteer comprehends and acknowledges that their role is that of an interim Director and may entail stepping in for a vacant position, providing assistance during a period of transition, or addressing specific organizational needs. The Volunteer's role necessitates the establishment of a team of individuals to execute departmental tasks. The Director is responsible for overseeing volunteer work hours and documenting staff hours. Any decisions or modifications proposed by the Director for the Department must receive approval from the Human Resource Manager (HRM). Any Volunteer who encounters issues pertaining to the Director, the Director must report the issue to the HRM for resolution, and the Director is expected to maintain transparency and not conceal such matters. It is important to note that the Volunteer shall abide by all relevant legal regulations and obligations pertaining to their position as Director. Goals: The primary objective of the Volunteer is to establish a strong and stable presence in the market, positioning our division as a formidable competitor within the industry. The Director's aim is to cultivate a leading brand that garners not only the respect and admiration of our own team, but also earns the recognition and esteem of the entire industry. This division shall strive to build a reputation for excellence, innovation, and unwavering commitment to delivering exceptional value and implementing assured efforts towards achieving sustainable growth, fostering strong relationships with our stakeholders, and setting new benchmarks of success.

As **OPM** experiences growth in its overall revenue, the opportunity may arise for the Director's position and other positions to be offered as an employment opportunity within **OPM**.

6. Work Space/ Equipment

The Volunteer bears the responsibility of acquiring the designated workspace for all Assistant Volunteers, whether it be a physical location or an online platform, in accordance with applicable legal requirements and regulations. At this juncture, **OPM** shall not provide any devices or compensation to any Volunteer, including but not limited to cell phones, laptop/desktop computers, software, hard drives/ external drives, unless expressly stipulated in a legally binding agreement mutually entered into by the Volunteer and **OPM**, and in compliance with all relevant laws and regulations governing such provisions.

7. Liability

Pursuant to the terms and conditions set forth herein, **OPM** hereby disclaims and absolves itself from any

and all liabilities arising from physical injuries, damages to equipment, vehicular accidents occurring during work-related or personal travel, as well as any legal matters encountered by Volunteers. **OPM** expressly states that it shall not provide legal counsel or assume any responsibility for legal fees incurred as a result of any legal proceedings involving Volunteers. It is the sole and exclusive responsibility of Volunteers to seek independent legal advice and bear any legal costs associated with their respective cases. By engaging in any activities or services as a Volunteer, individuals acknowledge and accept these terms, fully releasing **OPM** from any liability and waiving any claims or demands that may arise in connection therewith.

8. Social Media

The Volunteer and or Volunteer Assistant is required to publish content on the **OPM** LinkedIn platform in accordance with its respective division, pertaining to industry research, posts that are relevant to the industry, industry-related humor, and industry technology. **OPM** refrains from establishing accounts or engaging in business activities specifically on Facebook, Instagram, and Twitter, and explicitly prohibits any Volunteers from performing **OPM**-related business on said platforms. In the event that any Volunteer is discovered creating posts or conducting business in the **OPM** name and its divisions on these platforms will be immediately terminated. Furthermore, such actions may result in legal consequences and liability for the Volunteer, as they would be in violation of **OPM's** policies and potentially infringing on intellectual property rights and brand integrity. **See Intellectual Property Rights and Brand Integrity Policy**

9. Code of Conduct

The Volunteer is required to strictly abide by the comprehensive range of policies, rules, and regulations set forth by **OPM**, encompassing various aspects such as conduct, ethics, and professional standards. These guidelines serve as a foundation for the Volunteer's behavior and are not limited to a specific scope. In every situation, the Volunteer is expected to demonstrate respect, integrity, and professionalism, upholding these values consistently and unwaveringly.

- a. All Volunteers must operate in a professional manner that reflects a good work ethic, respectability, good customer service, and reliability.
- b. All Volunteers must remain as team players at work space to provide the Director with good work ethics
- c. All volunteers must be on time for service and must operate at 100% capacity during work hours.

10. Confidentiality and Non-Disclosure

The Volunteer, upon agreeing to the terms of this agreement, hereby commits to maintaining strict confidentiality with regards to any sensitive information or proprietary knowledge acquired during their voluntary service. This commitment encompasses a steadfast dedication to upholding the highest level of secrecy and discretion. Furthermore, the Volunteer shall not, under any circumstances, disclose any confidential information to any third parties without obtaining the prior written consent of **OPM**. This provision emphasizes the significance of obtaining explicit authorization before unveiling, imparting, or divulging any classified information to external entities, individuals, or organizations.

11. Volunteer Screening Process

In accordance with the legal mandates and organizational protocols, every prospective volunteer undergoes a comprehensive vetting procedure overseen by the Director of Human Resources (HR). The Volunteer is devoid of any authority to engage the services of any volunteer without obtaining explicit consent from HR. It is imperative to ensure compliance with relevant statutes, regulations, and policies, as well as to safeguard the organization's commitment to maintaining a secure and risk-free environment for all stakeholders involved.

12. Intellectual Property

Any and all intellectual property, including but not limited to inventions, discoveries, designs, processes, trademarks, copyrights, and trade secrets, conceived, created, or developed by the Volunteer, whether solely or in collaboration with others, during the course of their voluntary service with **OPM**, shall be deemed the exclusive property and ownership of **OPM**. The Volunteer explicitly acknowledges and agrees that they shall not, under any circumstances, without the express written consent of **OPM**, utilize, reproduce, disclose, distribute, exploit, or otherwise make use of any intellectual property owned or controlled by **OPM**, directly or indirectly, for personal financial gain, commercial advantage, or any other individual benefit or interest, whether during the term of their voluntary service or thereafter. The Volunteer further agrees to uphold the utmost confidentiality and non-disclosure obligations with respect to any and all intellectual property of **OPM**, both during and following the conclusion of their volunteer service.

13. Termination Authority

Pursuant to its reserved rights and in accordance with applicable laws and regulations, **OPM** hereby reserves the absolute discretion to effectuate the termination of any individual, employing any justifiable grounds and employing any necessary methods, be they ethical, spiritual, or lawful in nature. This authority is exercisable even in situations where said individual demonstrates unfavorable behavior or poses a potential threat to the well-being, reputation, or legal interests of **OPM**. Such termination may be implemented without prejudice to any legal remedies available to **OPM**, including but not limited to seeking legal recourse and damages arising from the individual's actions. It is emphasized that this termination authority is not subject to limitation, save as required by applicable laws and in compliance with any applicable contractual obligations.

14. Termination of Contract

Pursuant to the terms and conditions stipulated herein, either party hereto shall have the right to terminate this Agreement by providing a reasonable notice period of not less than 2 weeks. In the event of termination, the Volunteer hereby agrees and undertakes to promptly and fully return any and all property, documents, or materials owned by the Organization and currently in their possession or under their control. The Volunteer shall ensure the safe and intact delivery of said property, documents, or materials to the designated representative of **OPM**, without delay or reservation. Failure to comply with this obligation may result in legal action being taken by **OPM** to recover its property and seek any associated damages or remedies available under the law.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which **OPM** operates.

16. Entire Agreement

This Agreement, hereinafter referred to as the "Agreement," is a legally binding contract that governs the rights and obligations of the parties involved. It constitutes the entire understanding between the parties and supersedes any and all prior discussions, negotiations, representations, warranties, or agreements, whether written or oral, pertaining to the subject matter herein.

The parties expressly acknowledge and agree that any and all previous understandings or agreements, whether expressed or implied, have been merged into this Agreement. No party shall have any further rights or obligations, except as expressly provided for in this Agreement.

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any prior discussions or agreements, the provisions of this Agreement shall prevail and be binding upon the parties hereto.

By signing below, both the Volunteer and **OPM acknowledge and agree to abide by the terms and conditions of this Volunteer Operating Agreement.*

Applicant's Signature: _____ Date: _____

Please note: In order for this document to be admissible, you must sign using your first name and last name together. You can not use only one name such as 'John' or 'Smith'. Your name submission should be 'John Smith' as an example, or the document will be voided along with your services to CMP.