

TACO Volunteer Agreement

Welcome and Agreement

Welcome! We are pleased to have you join Team Awareness Combating Overdose Inc. (“TACO”) as a volunteer. This Volunteer Agreement is designed to help you learn more about our organization, your responsibilities, and our mutual expectations. The success of our organization and the work we do relies on your active engagement, and we appreciate your time and efforts to help us accomplish our organization’s goals.

Overview of the Organization

TACO’s mission is to combat drug overdoses among young adults by building a peer-to-peer culture of well-informed decisions with comprehensive access to neutral, scientific data and subsidized tools to keep each other safe. TACO serves as an educational organization grounded in science in order to educate young adults, spread awareness, reduce stigma around drug use, reduce harm related to drug use, and ultimately save the lives of overdose victims whenever possible.

Volunteer Agreement

You understand that, as a volunteer of TACO, you will be an important member and representative of TACO, and in carrying out your responsibilities, you will be donating your time and services to TACO solely as a volunteer. In order to be a volunteer with TACO, you must read, acknowledge and agree to the following terms and conditions (the “**Volunteer Agreement**”):

1. VOLUNTEER RELATIONSHIP. The nature of your relationship with TACO is that of volunteer, and not employee. You acknowledge and agree that in no event will you be entitled to compensation or any benefits for the activities you do on behalf of TACO (“**Volunteer Activities**”). You do not have the right to make any contracts or other commitments for or on behalf of TACO. Additionally, only those who have undergone media training and have been authorized in writing by TACO’s executive leadership team may speak publicly on TACO’s behalf. Because you are a volunteer and not an employee, TACO will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance on your behalf. Volunteers are expected to commit at least one year of volunteer service. General member volunteers may step down from their role outside of the fall/spring general recruiting process by providing written notice to their supervisor, while director volunteers must provide notice to the Executive Director at least one full semester or two full quarters, as applicable, in advance of their exit. At any time and for any reason, including but not limited to violation of this Volunteer Agreement (including for any Disparagement Act) or the policies set forth in the Handbook, TACO may decide to end your tenure as a volunteer upon written notice to you. Upon termination or voluntary conclusion of your service, you agree to promptly update your LinkedIn profile, other social media platforms, and any public representations to accurately reflect the end date of your involvement with the organization.

2. STANDARD OF CONDUCT.

(a) You agree at all times to perform your Volunteer Activities in a manner that promotes the mission of TACO, and in accordance with all applicable laws, regulations and guidelines. You understand that TACO is a 501(c)(3) tax-exempt organization, and that as such the organization has a responsibility to conduct its activities and operations exclusively in a manner that furthers its mission. You agree not to use funds or any other assets of the organization for any purpose not in furtherance of the organization’s mission.

(b) By signing this Volunteer Agreement, you acknowledge that you have received and reviewed the [TACO Handbook](#) (the “**Handbook**”) and agree to comply with the policies, procedures, and guidelines set forth therein.

(c) You further agree that: (a) in performing the Volunteer Activities, you will conduct yourself in a manner so as to prevent a material adverse change in such goodwill and positive publicity; (b) you will not malign

or disparage TACO or any of our services; and (c) you will refrain from committing any act or becoming involved in any situation that could materially tarnish any TACO Marks (the occurrences described in this section, collectively, the **"Disparagement Acts"**), regardless of whether or not any civil or criminal proceedings are instituted or sanctions imposed, or any federal, state, or local investigative proceedings are instituted or commenced in connection with such Disparagement Act. Additionally, you agree that while wearing apparel or representing the organization in any public or online setting you will conduct yourself in a manner that reflects positively on the organization and upholds its values.

3. INSURANCE. You understand that TACO is not providing you with any insurance coverage for any injuries, conditions or losses that you may incur in connection with your Volunteer Activities. You agree to maintain your own primary medical insurance and your own automobile liability insurance to the extent you are driving your own vehicle in connection with your Volunteer Activities. You understand that all insurance costs and all costs for injury or loss above the coverage provided by your insurance is your personal responsibility.

4. NON-DISCRIMINATION. You understand that TACO strictly prohibits discrimination and harassment of any kind, including discrimination and harassment on the basis of race, color, veteran status, religion, gender, sex, sexual orientation, age, mental or physical disability, medical condition, national origin, marital status, or any other characteristics protected under federal or state law or local ordinance. You agree to comport yourself during the performance of Volunteer Activities in a manner consistent with these prohibitions.

5. MEDIA WAIVER. You hereby grant TACO: (a) permission to record and/or photograph you, and (b) the non-exclusive, irrevocable right and license (including the right to sublicense) to use your name, biographical details, image, likeness, actions, voice and/or statements (collectively, **"Likeness"**), throughout the world, in perpetuity, without further authorization or any compensation, in any media, whether now known or hereafter devised. You acknowledge and agree that, as between TACO and you, TACO owns all right, title, and interest, including, without limitation, all copyright rights, in and to any materials, recordings, and photographs incorporating your Likeness that are created hereunder, and any derivative works created therefrom (the **"Works"**). TACO may use, edit, adapt, modify, make derivative works of, publicly perform and publicly display, reproduce, and distribute the Works, in whole or in part, directly and through sublicensees. You hereby release, waive, and forever discharge, to the fullest extent permissible by law, TACO and its affiliates and each of its officers, directors, employees, contractors, volunteers, representatives, agents, and assigns (the **"Released Parties"**) from any and all claims, causes of action, suits, liabilities, or damage which you may have or which may accrue to you (or any of your respective representatives, assigns, heirs, or next of kin) as the result of the exercise by TACO of its rights in the Likeness and the Works, as provided herein, including, without limitation, any and all claims for invasion of privacy, infringement of your rights of privacy and/or publicity, infringement of your intellectual property rights, defamation, or portrayal in a false light. In addition, you agree to indemnify and hold harmless the Released Parties from and against any third party claims based on TACO's use of the Likeness in the Works as provided herein. You agree that (i) you shall receive no compensation from TACO in connection with this release; (ii) you will have no approval rights regarding any use of the Works or of your Likeness by TACO; and (iii) TACO has no obligation to use your Likeness or exercise any of the rights granted to it hereunder.

6. RELEASE. You understand that the Released Parties accept no responsibility for the loss, damage, or theft of my property. Furthermore, you hereby agree to waive, release, and discharge any and all claims against the Released Parties for damages for death, personal injury, or property damage that you may have, or which may hereafter accrue as a result of your participation in any Volunteer Activities. This release is intended to discharge in advance the Released Parties from any and all liability, claims, costs, expenses, and/or damages (collectively, **"Liability"**) arising out of or connected in any way with your participation in Volunteer Activities, even though that Liability may arise out of negligence or carelessness on the part of the Released Parties. You expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California (or similar statute), and furthermore waive any rights that you might have to invoke such provisions now or in the future with respect to the transactions hereunder, and in so doing understand and acknowledge the significance of such specific waiver of Section 1542 that reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by

him or her, would have materially affected his or her settlement with the debtor or released part.”

7. TRADEMARKS. You acknowledge that TACO owns all rights in and to its trademarks, service marks and trade names, including TACO Inc. (“**TACO Marks**”). Any and all use of the TACO Marks by you will inure solely to the benefit of TACO. You will not contest, oppose, or challenge TACO’s ownership of the TACO Marks, or do anything to impair TACO’s ownership or rights in such TACO Marks. You will not create, adopt, or use, or register or attempt to register, in any jurisdiction, a corporate name, trade name, trademark, or any other designation that includes any of TACO Mark or a term confusingly similar to any TACO Mark.

8. CONFIDENTIALITY. You agree to sign and abide by the terms and conditions of the TACO Volunteer Consultant Confidentiality and Work Product Agreement attached as Exhibit A (TACO Volunteer Confidentiality and Work Product Agreement).

9. MISCELLANEOUS. This Agreement shall be construed in accordance with the laws of the state of California, without reference to its conflicts of law rules. You expressly agree that the assumption of risk, releases, waivers and indemnities provided herein are intended to be as broad and inclusive as permitted by California law. TACO may transfer and assign this Agreement or any or all of its rights or privileges hereunder to any entity or individual without restriction. This Agreement sets forth the entire agreement between you and TACO with respect to the subject matter hereof and may not be amended without the prior written agreement of both parties. The term “including” as used in this Agreement means “including but not limited to”. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and will be deemed to have been duly and validly delivered and be valid and effective for all purposes. Furthermore, this Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

By signing below, you represent that you are at least eighteen (18) years old and that you have read, fully understand, and agree to be bound by the terms and conditions of this Volunteer Agreement.

Printed Name: _____

Signature : _____

Date: _____

EXHIBIT A
TACO INC. VOLUNTEER CONFIDENTIALITY AND WORK PRODUCT
AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is made by and between Team Awareness Combating Overdose Inc. (“**TACO**”) and the undersigned Volunteer (“**I**,” “**me**,” or “**Volunteer**”). As a condition of my volunteer services with TACO, I understand and agree to the following:

- 1. TACO CONFIDENTIAL INFORMATION.** I agree at all times during the term of my volunteer relationship with TACO and thereafter, to hold in strictest confidence, and not to use, except for the benefit of TACO, or to disclose to any person, firm, or organization unless I have written authorization from TACO, any of TACO’s Confidential Information. “**Confidential Information**” means any information disclosed to me by TACO, whether or not it is marked as “confidential”, including but not limited to all information discussed in TACO meetings, TACO’s Google Drive and Slack channel. Confidential Information also includes data relating to TACO financial information, personnel information, donor information, marketing, services and markets therefor, or other proprietary information disclosed to me by TACO. I further understand that Confidential Information does not include any of the foregoing items which: 1) are publicly known and made generally available in the public domain prior to the time of disclosure to me by TACO; 2) become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved; 3) are in my possession, without confidentiality restrictions, at the time of disclosure by TACO; or 4) I develop independently without use or reference to Confidential Information. Further, notwithstanding anything contained herein, pursuant to 18 U.S.C. Section 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- 2. MAINTENANCE OF CONFIDENTIALITY.** I agree that I shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, I shall utilize at least the same measures used to protect my own confidential information, such as sensitive personal financial information. I shall not make copies of Confidential Information beyond a reasonable number as necessary for TACO’s benefit without prior written approval from TACO. I shall reproduce TACO’s proprietary rights notices on all authorized copies, in the same manner in which such notices were set forth in or on the original. I shall immediately notify TACO in the event of any unauthorized use or disclosure of the Confidential Information.
- 3. THIRD PARTY INFORMATION.** In situations where TACO has received and/or will receive from third parties their confidential or proprietary information, I understand TACO has a responsibility to maintain the confidentiality of such information and to use it only for certain limited purposes approved by TACO.
- 4. RETURN OF MATERIALS.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in my possession shall be and remain the property of TACO and shall be promptly returned to TACO at TACO’s request.
- 5. WORK PRODUCT.** I recognize that as a Volunteer, the work I do for and on behalf of TACO, including all inventions, materials, processes, documents, data, software, know-how, and other information that I prepare, deliver, develop or generate in connection with my relationship with TACO (the “**Work Product**”) is important and valuable to TACO. I understand that TACO needs the legal right to use the Work Product. Thus, as part of my Volunteer Services, unless otherwise agreed in writing, I hereby assign to TACO, its affiliates and successors, all right, title and interest in and to any Work Product created hereunder, including all intellectual property rights related thereto. TACO, its affiliates or successors may assign their rights in the Work Product.

I have all rights necessary to enter into this agreement and to assign the Work Product, and by doing so I am not infringing the rights of, or breaching any obligation I have to, any other person or entity. I confirm that I am not aware of any intellectual property rights belonging to any third party that would require TACO to obtain a license from, or pay royalties to, any such third party in order to use my Work Product.

6. TERM. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of mine.

7. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION. This Agreement will be governed by the laws of the State of California. Each party consents to jurisdiction in the State of California.

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the date set forth above.

Date: _____

(Volunteer's Signature)

(Printed Name)