



**Fairness.com LLC**  
**PO Box 6970**  
**Charlottesville, VA 22906-6970 USA**  
**Website: <http://www.fairness.com/>**  
**Phone/Fax: (434) 975-0780**

## **Volunteer Agreement connected with WSU Vancouver's DTC 338 Ethics class**

We very much appreciate the time and effort you will be volunteering to our organization Fairness.com LLC (hereafter "Fcom") as part of your academic/work experience as a member of a Washington State University Vancouver class on Information Ethics. We think you will find the project interesting and the experience valuable.

This agreement ("Volunteer Agreement") is made and entered into by and between you ("Volunteer") and Fcom as of \_\_\_\_\_ ("Effective Date"); no other person or organization is a party to it.

### Section A. General

- Volunteer Position: News Desk
- Volunteer's Time Commitment: at least one story abstract submission per week **from Sept. 11, 2008 until at least Nov. 20, 2008.**
- ***Volunteer's work is unpaid; there is no salary, benefits, or compensation of any kind.*** Your volunteering is not connected with employment or any promises of future employment, and you have no expectations of such. Both you and Fcom will make best efforts to make this volunteer relationship successful, but either party may terminate it at any time for any reason without cost or liability.
- If your volunteering is connected in any way with an academic class, faculty referral, or academic credit/requirement, you hereby authorize Fcom to communicate details of your work and performance to the school staff as Fcom feels is appropriate.
- Ownership and rights to the writing, editing, classifying, research, and all other intellectual property you submit to Fcom will be governed by Fcom's Volunteer Contributions Agreement (Appendix A), and your activities on Fcom's website will be governed by Fcom's Conditions of Service Agreement (online at <http://www.fairness.com/about/cos.html>), both attached hereto by reference. For provisions where the two conflict the former shall govern.
- You will not enter into any agreements, contracts, commitments, etc. on behalf of Fcom.
- You will not incur any expenses you wish reimbursed without Fcom's prior written authorization.
- Any detailed information you learn about Fcom's users, website software, finances, past projects, and future plans is proprietary information of Fcom's, and you agree to maintain its confidentiality.
- Fcom will bear neither responsibility nor liability for costs or injuries to you of any kind arising from illness or accidents occurring before, during, or after the time you volunteer with Fcom.
- You represent and warrant that you are 18 years old or older and that all information you have provided Fcom herein (and on any resumes or applications you submitted, attached herein by reference) is accurate.
- In connection with Fcom's exercise of the rights under this agreement, Volunteer agrees that Volunteer will not assert or maintain, or cause to be asserted or maintained, against Fcom or its employees, volunteers, agents, members, managers, officers, directors, licensees, successors and assigns, any claim, action, suit, or demand of any kind, whether for invasion of privacy, defamation, infringement of moral rights or rights of publicity or copyright, or for any other reason, and Volunteer hereby waives and releases all such rights and claims.
- This Agreement shall be governed by, construed under, and deemed to be executed under Seal in accordance with the laws of the Commonwealth of Virginia applicable to agreements signed and performed entirely within the Commonwealth, and any dispute or controversy arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts of Albemarle County, Virginia. If any part of this agreement is held to be illegal, void, or unenforceable, this shall not affect the validity of any other part.



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## Section B. Volunteer Contributions

***IMPORTANT NOTICE: If you believe the works you will be contributing will have significant financial value and you wish to maximize your personal profit from them, you should not execute this agreement; this agreement gives rights to Fairness.com LLC that may diminish the amounts others might pay to buy or license those works from you.***

### 1. Grant of Rights

In consideration of training and other good and valuable consideration, sufficiency of which is hereby acknowledged, Volunteer irrevocably grants Fcom, and Fcom accepts, non-exclusive rights of unlimited duration to publish, edit, license, sublicense, abridge, reproduce, display, and otherwise use and exploit throughout the world, in any and all languages, forms, formats, and media now or hereafter invented, any intellectual property ("Contributions") Volunteer submits to Fcom through email, hardcopy, the Fcom website, or any other submission method.

### 2. Ownership

Volunteer shall continue to own the copyright of any of the Contributions but Fcom will have the rights to use, and to authorize others to use, all or none or any portions or parts of the Contributions for any purpose whatsoever without permission from or further compensation to Volunteer, and Fcom shall not be liable if its name, instead of Volunteer's, is mistakenly given in a copyright notice. Each party waives any right to inspect or approve use of the Contributions by the other, and neither party shall have any obligation to account to the other for proceeds received from use of the Contributions.

Fcom is not obligated to utilize any rights granted under this agreement, and Fcom shall have no obligation to preserve or return any portion of the Contributions, whether published by Fcom or not. Volunteer agrees that Fcom may assign this agreement and Fcom's rights hereunder without restriction.

This agreement represents the entire understanding of the parties and cannot be modified except by a written document signed by both parties.

#### **Volunteer**

Name: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

#### **Fairness.com LLC**

Daniel A. Doernberg, President  
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