

Attachment 3

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: NIH, Project Clearance Office, 6701 Rockledge Drive, MSC7730, Bethesda, MD 20892 -7730, ATTN: PRA (0925-0177). Do not return the completed form to this address.

NIH Special Volunteer Program ***NIH Special Volunteer Agreement***

I, (*name*), offer to serve as a volunteer at the National Institutes of Health. In making this offer, I understand and agree that I will:

1. Follow the supervision and direction of the NIH employee(s) to whom I have been assigned to perform my volunteer services and activities.
2. Agree to be bound by all provisions of Executive Order 10096, as amended, 45 C.F.R. Part 7 and any orders, rules, regulations or the like issued there under, as if I were a Government employee who conceived an invention or first actually reduced it to practice while at the NIH. I agree to disclose promptly to the appropriate NIH officials, all inventions which I may conceive or first actually reduce to practice during my visit to the NIH, and to sign and execute all papers necessary for conveying to the Government the rights to which it is entitled by virtue of Executive Order 10096, as amended, and this agreement.
3. Submit publications resulting from work at NIH to be cleared for conformance with NIH publications policies.
4. Waive any and all claims for compensation from the Government of the United States for any services performed related to my volunteer assignment at NIH.
5. While on the premises of NIH, and while performing volunteer services off the premises of NIH, conform to all applicable administrative instructions and requirements of the Department of Health and Human Services and NIH, including all regulations and procedures concerning conduct, safety, patient care, and animal care.
6. Be eligible under 5 U.S.C. 8101(1) (B) to file for benefits for work-related injuries and /or illness that may arise and are directly related to the performance of my volunteer assignment.
7. May be eligible for coverage under the Federal Tort Claims Act, (28 U.S.C. 2671 et seq.) and under section 224 of the PHS Act for coverage from personal liability for damages or injuries that arise from actions occurring within the scope of my volunteer assignment and while under the direct supervision of a federal employee. However, I understand that the ultimate decision on issues of liability and coverage depends on the circumstances of each situation, and that the U. S. Department of Justice may decline to represent me.
8. Not be considered to be an employee of the Federal Government for any purposes other than tort claims and injury compensation, and that my volunteer service is not creditable for leave accrual or any other employee benefits.
9. If volunteering to provide direct patient care services, be subject to the same requirements for obtaining clinical privileges as other paid health professionals of the Public Health Service.
10. Be responsible for any cost or treatment for any illness or medical condition that may arise and is not directly related to the performance of my volunteer assignment. I understand that I must have or obtain adequate health insurance coverage prior to the beginning of my volunteer assignment until its conclusion, and that I must bear the cost of such insurance myself. Furthermore, non-immigrant foreign nationals sponsored as J-1 Exchange Visitors must maintain adequate health insurance coverage for themselves and any J-2 dependents as required by the US Department of State.

I understand that my volunteer assignment will begin in _____ and end on _____, and that I will spend _____ hours/days per week providing volunteer services. I also understand that my volunteer assignment may be terminated at any time by either party to this agreement.

Please check this box if you will receive a salary or stipend while at NIH that is derived in any way from, or related to, Federal (including NIH) funds (e.g., grants, contracts, training awards). Specify details on a separate page.

Signature of Volunteer Date

Signature/Date of Outside Employer Responsible Official

Signature of Parent or Guardian of a Minor Date

Signature of NIH Approving Official Date

NIH 590-2 (*pending*)