

## VOLUNTEER SERVICE AGREEMENT—NATURAL & CULTURAL RESOURCES

1. <input type="checkbox"/> INDIVIDUAL		2. <input type="checkbox"/> GROUP	
3. NAME OF AGENCY		4. AGREEMENT #	
5. NAME OF VOLUNTEER (First, Last)		6. U.S. CITIZEN OR PERMANENT RESIDENT <input type="checkbox"/> Yes <input type="checkbox"/> No, list visa type _____	
7. NAME OF GROUP		8. NAME OF GROUP CONTACT (First, Last)	
9. STREET ADDRESS		10. CITY, STATE, ZIP CODE	
11. EMAIL ADDRESS		12. PHONE Home: Mobile:	13. AGE <input type="checkbox"/> Under 15 <input type="checkbox"/> 15 - 18 <input type="checkbox"/> 19 - 25 <input type="checkbox"/> 26 - 35 <input type="checkbox"/> 36 - 54 <input type="checkbox"/> 55 and Older
14. <b>ETHNICITY &amp; RACE (Optional):</b> Please report both ethnicity and race and tell us if you are a veteran or have a disability. Multiracial respondents may select two or more races. This information will inform our understanding of diversity and inclusion among the volunteer force in the natural and cultural resource areas.			
14a. <b>Ethnicity</b> (Select one): <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	14b. <b>Race</b> (Select one or more, regardless of ethnicity): <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander		14c. Are you a Veteran? <input type="checkbox"/> Yes <input type="checkbox"/> No
			14d. Do you have disability? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>EMERGENCY CONTACT INFORMATION</b>			
15. NAME (Last, First)		16. PHONE Home: Mobile:	17. EMAIL ADDRESS
18. STREET ADDRESS		19. CITY, STATE, ZIP CODE	
<b>GOVERNMENT OFFICIAL COMPLETES THIS SECTION</b>			
20. AGENCY CONTACT NAME (Last, First)		21. AGENCY CONTACT EMAIL & PHONE	
22. REIMBURSEMENTS APPROVED: <input type="checkbox"/> Yes <input type="checkbox"/> No Type and Rate of Reimbursement:		23. VOLUNTEER POSITION/GROUP PROJECT TITLE:	
24. <b>Description of service to be performed.</b> Provide a brief abstract of volunteer or service activity and the location of the volunteer activity, and attach description of service to be performed. Service description should include details such as time and schedule commitment, use of government vehicle, use of personal equipment and/or vehicle, skills required (note certifications if necessary), level of physical activity required, etc. If this is a group agreement, the leader is to provide the group name and attach a complete list of group participants or optional form 301b for each volunteer.			
VOLUNTEER/SERVICE ACTIVITY ABSTRACT			
25. <b>Check all that apply:</b> <input type="checkbox"/> Description of service attached <input type="checkbox"/> List of group participants/optional form 301b attached <input type="checkbox"/> Job Hazard Analysis <input type="checkbox"/> Valid Driver's License Verified (if required)			

<b>PARENTAL CONSENT FOR VOLUNTEER UNDER AGE 18</b>		
26. PARENT OR LEGAL GUARDIAN (First, Last)	27. PHONE Home: Mobile:	28. EMAIL ADDRESS
29. STREET ADDRESS	30. CITY, STATE, ZIP CODE	
31. I affirm that I am the parent/guardian of the above named volunteer. I understand that the agency volunteer program does not provide compensation, except as otherwise provided by law; and that the service will not confer on the volunteer the status of a Federal employee. I have read the attached description of the service that the volunteer will perform. I give my permission for _____ to participate in the specified volunteer activity. <div style="text-align: center;">(NAME OF YOUTH)</div>		
32. Parent/Guardian Signature		Date
<b>VOLUNTEER &amp; GROUP LEADER AFFIRMATION</b>		
33. I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Federal employees for any purpose other than tort claims and injury compensation. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the government or I may cancel this agreement at any time by notifying the other party. I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties. I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the attached job description, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws. I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statements I have checked below are true: <input type="checkbox"/> I or group leader know of no medical condition or physical limitation that may adversely affect my or members of the group ability to provide this service. If a group see attached OF301b. <input type="checkbox"/> I or a member of the group have a medical condition or physical limitation that may adversely affect my ability to provide this service and have informed the Government Representative. If a member of a group see attached OF301b. <input type="checkbox"/> I or group member do not consent to being photographed or to the release of my photographic image. If a member of a group see attached OF301b.		
<b>I do hereby volunteer my services as described above, to assist in authorized activities at _____ and I agree to follow all applicable safety guidelines. See attached OF301b attached if a member of a group.</b> <div style="text-align: right;">(NAME OF FEDERAL AGENCY)</div>		
34. Signature of Volunteer or Group Leader		Date
The above-named agency agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above, and to consider you as a Federal employee only for the purposes of tort claims, liability and injury compensation to the extent not covered by your volunteer group, if any.		
35. Signature of Government Representative		Date
<b>TERMINATION OF AGREEMENT</b>		
36. Agreement Terminated Date:		Total Hours Completed:
37. Signature of Government Representative:		
<b>PUBLIC BURDEN STATEMENT</b>		
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0080. The time required to complete this information collection is estimated to average 15 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. USDA, DOI, DOC and DOD prohibit discrimination in all programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. Not all prohibited bases apply to all programs.		
<b>PRIVACY ACT STATEMENT</b>		
Collection and use is covered by Privacy Act System of Records OPM/GOVT-1 and USDA/OP-1, and is consistent with the provisions of 5 USC 552a (Privacy Act of 1974), which authorizes acceptance of the information requested on this form. The data will be used to maintain official records of volunteers of the USDA and USDI for the purposes of tort claims and injury compensation. Furnishing this data is voluntary, however if this form is incomplete, enrollment in the program cannot proceed.		

**U.S. DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
STUDENT VOLUNTEER SERVICE AGREEMENT**

The Civil Service Reform Act of 1978, Public Law 95-454, Title 5 U.S.C. 3111, 5 CFR 308.103, and the OPM Guide to Processing Personnel Actions – Chapter 33-3, authorizes Federal departments, agencies and bureaus to accept volunteer service from certain students on behalf of the United States Government. The Department of Commerce (pursuant to DAO 202-311) requires that the terms of the volunteer service be agreed upon in writing by appropriate officials of the participating operating unit of the Department and the participating educational institution as well as by the student.

\* \* \* \*

This agreement is between the NOAA host office and the academic institution listed below hereinafter called the agency and the school.

**Name of Student Volunteer:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Projected Period of Volunteer Service:**

**Beginning:** \_\_\_\_\_ **Ending:** \_\_\_\_\_

**Name of Academic Institution:** \_\_\_\_\_

**Location of Academic Institution:** \_\_\_\_\_

**Name of NOAA Host Office:** \_\_\_\_\_

**Location of NOAA Host Office:** \_\_\_\_\_

## **Terms of Agreement Are:**

**A.** The student is enrolled not less than half time at an accredited school is recommended by the school and is acceptable to the agency.

**B.** The student is nominated and selected without regard to consideration of race, color, national origin, religion, sex, marital status, or handicap condition.

**C.** The student's service is to be uncompensated and will not be used to displace any employee or to staff a position which is a normal part of the agency's workforce.

**D.** The school agrees to notify the agency contact, listed below, should the student terminate his/her enrollment during the period of volunteer service or if the student will have more than five months between school years.

**E.** The student's volunteer service shall be in the public interest and to the maximum extent possible, shall provide an appropriate educational experience for the student.

**F.** The student is not considered to be a Federal employee for any purposes other than injury compensation and laws related to the Federal Tort Claims Act.

**G.** Volunteer service is not creditable for leave or any other employee benefits. The student does not earn annual or sick leave and is not entitled to retirement, health benefits, travel compensation, subsistence allowance, quarters and any other reimbursement or payment in kind.

**H.** The student is aware of the contents of and agrees to comply with Department of Commerce Administrative Order (DAO) 219-1 ('Public Communications') (available online at [http://www.osec.doc.gov/opog/dmp/daos/dao219\\_1.html](http://www.osec.doc.gov/opog/dmp/daos/dao219_1.html)) as well as applicable ethics rules as set forth in 5 C.F.R. § 2635.702 and 5 C.F.R. § 2635.807 (available online at <http://bit.ly/1EnfYvy>).

**I.** Nature of the volunteer assignment: the student will undertake research and writing under the supervision of an attorney in the International Section of the NOAA Office of the General Counsel. Such research and writing will support the legal services provided by the International Section within the scope of its responsibilities to NOAA line and staff offices. Matters that the student may work encompass those relating to protection, conservation and sustainable use of the marine environment, including biological diversity, trade and environment, geo-engineering, fisheries, marine mammals, protected marine species, marine pollution, marine protected areas, natural and cultural heritage, seabirds, and Polar affairs, as well as scientific and technical issues such as nautical charting, capacity building, and education and outreach in support of NOAA's missions. The student will be asked to maintain and submit to the head of the office a weekly

log of his/her hours and the status of pending assignments. The student will be asked to submit a final summary log at the end of his/her internship and to complete a survey regarding his/her internship experience. The student will receive feedback on all written work product.

**J.** NOAA’s Office of General the General Counsel shall establish a personal volunteer service folder for the student and will include documentation of the volunteer service as specified by the U.S. Office of Personnel Management. **(See Guide to Processing Personnel Actions, Chapter 33 “Documentation of Volunteer Service”)**

**K.** NOAA’s Office of the General Counsel will provide evaluations or reports of the student’s performance if/as requested by the school, subject to regulations governing:

1. The protection of privacy in personnel records; and
2. The availability and disclosure of official information.

**L.** The school or NOAA’s Office of the General Counsel may terminate the agreement prior to the projected ending date of the volunteer assignment upon written notice to the other party.

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**(Printed Name of NOAA Official)**

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**(Signature)**

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**(Title)**

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**(Date)**

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**(Name of NOAA Hosting Office)**

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**(Printed Name of Academic Official)**

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**(Signature)**

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**(Title)**

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**(Date)**

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**(Name of Academic Institution)**

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**(Printed Name of NOAA Business Advisor)**

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**(Signature)**

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**(Title)**

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**(Date)**

**In consideration of the acceptance of my offer to serve as a volunteer student at the International Section of the Office of the General Counsel, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, I agree to:**

- Waive any and all claims for compensation from the Government of the United States for any service performed;
- Accept accountability for loss or damage to Government property caused by my negligence or willful action; and
- Conduct myself and my activities on the premises according to the standard of conduct of the appointing office in which I shall serve.

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(Signature of Student Volunteer)

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(Date)

*(Updated March 26, 2019)*