



United States Patent and Trademark Office

U.S. Patent and Trademark Office Student Volunteer Agreement – Attachment A

The Civil Service Reform Act of 1978, Public Law 95-454, Section 301 authorizes Federal departments and agencies to accept volunteer service from certain students on behalf of the United State Government. The United States Patent and Trademark Office requires that terms of the volunteer service be agreed upon in writing by appropriate officials of the participating operating unit and the participating educational institution.

This agreement is between the Agency operating unit and the Educational Institution listed below hereinafter referred to as the school.

Name of Student Volunteer: _____

Expected Period of Volunteer Service: **From:** _____ **TO:** _____

Name of Operating Unit: _____

Name of Educational Institution: _____

Agreement terms are as follows:

- A. The student is enrolled not less than half time at an accredited school, is recommended by the school and is acceptable to the operating unit.
- B. The student is being nominated and selected without consideration of race, color, national origin, religion, sex, marital status or handicap.
- C. The student's service is non-compensable, will not displace any employee or be used to staff any position that is a normal part of the operating unit's workforce.
- D. The school will notify the agency contact, _____, USPTO Office of Human Resources at _____, if the student terminates his/her enrollment at the school during the period of volunteer service or if the student will have more than five months between school years.
- E. The student's work assignment 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 a Federal employee for any purpose other than injury compensation and laws related to the Tort Claims Act.
- G. The student is not entitled to benefits, (i.e. leave, retirement, health benefits, travel compensation, subsistence allowance, quarters, and any other reimbursement or payment in kind).
- H. Nature of the volunteer assignment: Primary duties may include, but are not limited to assisting with researching and contributing toward analysis of IP protection and enforcement policies of U.S. and of selected foreign countries, outreach to Members of Congress, state and local elected officials, and researching materials and preparing information.

- I.** The operating unit will establish a Personnel Folder for the student that will include; the student's resume, transcript, and other documentation of the work assignment as specified by the U.S. Office of Personnel Management.
- J.** Evaluations or reports of the student's performance will be provided to the school as requested, subject to regulations governing (1) the protection of privacy in personnel records, and (2) the availability and disclosure of official information.
- K.** Either the school or the operating unit upon written notice to the other party, may effect termination of the agreement prior to the planned ending date of the volunteer's assignment.

School Official's Printed Name	Signature	Date
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School Official's Title:	Office Telephone #
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As a student volunteer, I agree that:

- I waive any and all claims for compensation from the Government of the United States for any service performed;
- I accept accountability for loss or damage to Government property caused by my negligence or willful action;
- My activities on the premises will at-all-times conform to the standards of conduct of the appointing office in which I shall work.

Student Volunteer's Printed Name	Signature	Date
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Human Resources Specialist U.S. Patent and Trademark Office Office of Human Resources	Signature	Date
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Agency Witness Printed Name	Signature	Date
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Selecting Supervisor's Printed Name	Signature	Date
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