

NIH Policy Manual

0009 - NIH Non-Intramural Special Volunteer Program Temporary Policy

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Approving Official(s): DDM

Release Date: 3/06/2026 ?

Transmittal Notice

1. Explanation of Material Transmitted: This document is a temporary NIH Policy Manual Chapter establishing a policy for the use and management of Non-Intramural Special Volunteers. Issued by the NIH Deputy Director for Management, it outlines the administrative framework, purpose, scope, background, policy, responsibilities, procedures, references, definitions, and appendices associated with the program.
2. Filing Instructions:
Insert: NIH Policy Manual, Chapter 0009, dated 03/06/2026

PLEASE NOTE: For information on:

- Content of this chapter, contact the issuing office listed above.
- NIH Policy Manual, contact the Division of Compliance Management, OMA on 301-496-4606, or enter this URL: <https://oma.od.nih.gov/DMS/Pages/Manual-Chapters.aspx>.

A. Purpose

This document provides the NIH with a temporary policy on the use and management of Non-Intramural Special Volunteers (NSV).

B. Scope

Eligibility

NSV services may be accepted from any U.S. citizens or U.S. permanent residents no less than 18 years of age that meet medical requirement in accordance with NIH Manual 2300-

339-2 and are:

- Donating their services as members of volunteer or charitable organizations.
- Offering their services on their own time.
- Receiving fellowship or stipend support from outside organizations with whom they have non-employment relationships.
- Employees of outside organizations on sabbaticals or leaves of absence.
- Federal employees volunteering services unrelated to their official duties and responsibilities, outside of their normal work hours.

NSV services may not be accepted from individuals who are:

- Commissioned Officers in the U.S. Public Health Service or members of other uniformed services.
- Paid employees of outside organizations who are not on sabbaticals or leaves of absence, unless their voluntary service is on their own time.

C. Background

NSVs are used to supplement personnel services to broaden and strengthen the delivery of health services and or expand the services required in the operation of the NIH health care facilities.

D. Policy

1. **Tort Claims/Malpractice Coverage:** NSVs will very likely not be covered under the Federal Tort Claims Act (28 U.S.C.2671 et seq.) or under Section 238c of the Public Health Service Act (42 U.S.C. 233(a)) for damages or injuries that arise from actions occurring within the scope of their federal assignment. In rare circumstances in which statutory language specifically provides for coverage, volunteers may be eligible for coverage for activities performed while under the direct supervision of a federal employee. The ultimate decision on issues of coverage is made on a case-by-case basis by the HHS Office of the General Counsel, DOJ, and, ultimately, the courts.
2. **Publications:** Publications resulting from work done by NSVs must credit NIH and be cleared in advance in accordance with NIH Manual 1184, *Preparation and Clearance of Scientific, Technical, and Public Information Presented by NIH Employees or Produced for Distribution by NIH*.
3. **Inventions:** In accordance with Executive Order 10096, as amended, 45 CFR Part 7, patent rights for inventions developed in NIH facilities are NIH property unless NIH waives its rights.
4. **Length of Assignment:** NSV assignments can be approved for a maximum of one year. Renewal/extension for an additional year must be reviewed centrally by the Deputy Director for Management (DDM).

5. **Termination:** Notwithstanding individual ICO policies on the length of assignments, volunteer assignments may be terminated at any time by either party to the agreement.
6. **Available Resources:** ICOs may, at their discretion and subject to the availability of funds, provide space, equipment, clerical support, clothing or uniforms, or any other resources deemed necessary for NSVs to carry out their assignments (including travel and training).
7. **Parking and ID Cards:** NSVs may obtain parking permits and identification cards in the same manner as NIH employees (see NIH Manual 1410, *Parking Policy*). Access to NIH servers, desktops, and laptops requires PIV smartcard approval (see NIH Manual 2811, *NIH Policy for Access to Information Technology Systems and Networks*).
8. **Awards and Recognition:** ICOs are encouraged to develop suitable forms of recognition for the contributions and services rendered by volunteers. Although cash awards from appropriated funds may not be given, certificates of appreciation for volunteer service or similar types of recognition are recommended.
9. **Documentation Requirements:** All documents specifying the terms, conditions, and limitations of volunteer status shall be filed and maintained in accordance with established Organization policy (i.e., Appendix 1 - NSV Agreement Form; Appendix 2 - Sample Letter Acknowledging Offer to Serve as a Non-Intramural Special NIH Volunteer; Appendix 3 - Sample Letter Acknowledging Voluntary Service from Individuals Receiving Fellowship or Stipend Support from Outside Organizations with whom they have a Non-employment Relationship; Appendix 4 – Sample Letter Acknowledging Non-Intramural Voluntary Service from Individuals Employed by Outside Organizations During Sabbaticals or Leaves of Absence; Appendix 5 - Non-Intramural Special Volunteer Letter with Outside Stipend).

E. Records Retention and Disposal

All federal records pertaining to this manual chapter must be retained and disposed of under the authority of NIH Manual 1743, “Managing Federal Records,” Appendix 4, Records Management Resources. These records must be maintained in accordance with current NIH Records Management and federal guidelines.

Associated electronic messages, i.e., email, text, chat messages, etc., including attachments that are created and/or received on NIH information systems or transmitted over NIH networks, are evidence of the activities of the agency with informational value and are considered federal records. All federal records must be maintained in accordance with current NIH Records Management policy.

Records are considered federal government property, and, if requested for a legitimate government purpose, must be provided to the requester, employees' supervisor, NIH personnel conducting official reviews or investigations, and the Office of Inspector General (OIG) who may request access to or copies of Official records.

Records must also be provided to Congressional oversight committees if requested and are also subject to Freedom of Information Act (FOIA) requests. Back-up files and/or duplicate records are subject to the same information requests as original messages and documents.

F. Exceptions

Exceptions to this policy require the approval of the DDM, NIH.

G. Responsibilities

All ICOs that utilize NSV are required to conform with and ensure compliance with this policy.

H. Procedures

NSVs provide a service to NIH, ICOs will enter into written agreements, found in the appendix of this temporary policy chapter, that stipulate that employing organizations have agreed to relinquish supervision over activities and services performed at NIH.

NSVs are not eligible for health insurance coverage under the Federal Employees Health Benefits Program. Those who do not have adequate health insurance must obtain immediate coverage that is substantially equivalent to the Federal Employees Health Benefits Plan and show proof of coverage prior to beginning an assignment. NIH may not purchase health insurance for NSVs.

NSVs who fail to obtain adequate health insurance coverage will be denied the appointment.

Under 5 U.S.C. 8101(1)(B), Compensation for Work Injuries, NSVs may be eligible for certain benefits for work-related injuries or illnesses.

The same tests of character, reputation, and fitness applicable to regular Federal employees shall be considered in accepting the services of NSVs. In addition, all individuals involved with the provision of childcare services must have a background check consistent with 34 U.S.C. 20351.

I. References

1. NIH Policy Manual, Chapter 1743, *Managing Federal Records*, available at: <https://policymanual.nih.gov/1743>
2. NIH Policy Manual, Chapter 1184, *Preparation and Clearance of Scientific, Technical, and Public Information Presented by NIH Employees or Produced for Distribution by NIH*, available at: <https://policymanual.nih.gov/1184>
3. NIH Policy Manual, Chapter 1410, *Parking Policy*, available at: <https://policymanual.nih.gov/1410>

4. NIH Policy Manual, Chapter 2811, *NIH Policy for Access to Information Technology Systems and Networks*, available at: <https://policymanual.nih.gov/2811>
5. Volunteers in the Federal Government Service Act, codified at 42 U.S.C. § 217b
6. CFR, Title 45, subtitle A, subchapter A, Part 57
7. 34 U.S.C. 20351
8. Federal Tort Claims Act (28 U.S.C.2671 et seq.) or under Section 238c of the Public Health Service Act (42 U.S.C. 233(a))
9. 5 U.S.C. 8101(1)(B), Compensation for Work Injuries
10. Executive Order 10096, as amended, 45 CFR Part 7

J. Definitions

For purposes of this chapter the following definitions apply.

NIH Institutes, Centers, and Offices (ICOs) – Any Institute, Center, or Office within the NIH.

Non-Intramural Special Volunteers (NSVs) - Individuals who provide services, clerical support, technical assistance, or any other necessary services for NIH ICOs and are not financially compensated by the NIH for their activities or services.

Appendix 1: NSV Agreement Form

NIH Non-Intramural Special Volunteer Program NIH Non-Intramural Special Volunteer Agreement

I, (*name*), offer to serve as a Non-Intramural Special 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 thereunder, 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 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 228c 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 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.

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.

I understand that my volunteer assignment will begin on _____ 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 Outside Employer Responsible Official / Date

Signature of Non-Intramural Special Volunteer / Date

Signature of NIH DDM Approving Official / Date

Appendix 2: NSV Volunteer Letter

Sample Letter Acknowledging Offer to Serve as an NIH Non-Intramural Special Volunteer

Dear _____:

On behalf of the _____, I would like to thank you for your offer to serve as a Non-Intramural Special Volunteer in our organization.

(Organization should insert information that briefly discusses the mission and programs of the organization, and the nature of the volunteer assignment.)

Your interest in the programs of our organization and the health needs of the people we serve is deeply appreciated, and we are grateful for the assistance you are willing to provide in helping us achieve our mission.

Before you agree to serve as a Non-Intramural Special Volunteer in our organization, I must ask that you read the attached NIH Non-Intramural Special Volunteer Agreement. This is a standard agreement that we enter with all Non-intramural Special Volunteers and is for your protection as well as ours. If you have questions concerning any of the provisions in this agreement, or would like clarification, please call me on _____.

If the terms of this agreement are acceptable to you, please sign the attached agreement and return it to me. As soon as we receive your signed agreement, we will proceed with the final arrangements for your special volunteer assignment.

Once again, let me thank you for volunteering your services to our organization. I look forward to our future association.

Sincerely,

NIH Designated Official

Appendix 3: Non-Intramural Special Volunteer Letter with Outside Stipend

Sample Letter Acknowledging Voluntary Service from Individuals Receiving Fellowship or Stipend Support from Outside Organizations with whom they have a non-employment Relationship

Dear _____:

You have been selected to serve as _____ in the Office of _____ to carry out a project on _____ as discussed between you and your proposed supervisor, _____.

Because you are being supported from an outside source of funds, NIH policy classifies your assignment as that of a Non-Intramural Special Volunteer on the NIH staff, and this letter

constitutes an invitation to serve in this capacity.

Before you agree to accept this assignment in our organization, I must ask that you read the attached NIH Non-intramural Special Volunteer Agreement. This is a standard agreement that we enter with all Non-Intramural Special Volunteers and is for your protection as well as ours. If you have questions concerning any of the provisions in this agreement, or would like clarification, please call me on _____ .

If the terms of this agreement are acceptable to you, please sign the attached agreement and return it to me. As soon as we receive the signed agreement, we will proceed with the final arrangements for your assignment.

I look forward to our future association.

Sincerely,

NIH Designated Official

Appendix 4: Non-Intramural Special Volunteer Letter with Outside Organization Employment

Sample Letter Acknowledging Non-Intramural Voluntary Service from Individuals Employed by Outside Organizations During Sabbaticals or Leaves of Absence

Dear _____ :

On behalf of the _____, I would like to thank (outside organization) for agreeing that you may serve as a Non-Intramural Special Volunteer for NIH while on sabbatical or leave of absence.

(OD/ICOs should insert information that briefly discusses the mission and programs of the organization, and the nature of the volunteer assignment.)

You will not receive any direct compensation from the NIH for services or activities you perform as a Non-Intramural Special Volunteer at NIH. Although (name of outside organization) is providing your compensation in sponsorship of your activities here, your activities will be carried out under the direction and for the benefit of the IC in accordance with the agreement reached between NIH and (name of outside organization).

Before you agree to serve as a Non-Intramural Special Volunteer in our organization, I must ask that you read the attached NIH Non-Intramural Special Volunteer Agreement. This is a standard agreement that we enter with all Non-Intramural Special Volunteers and is for your

protection as well as ours. If you have questions concerning any of the provisions in this agreement, or would like clarification, please call me on _____ .

If the terms of this agreement are acceptable to you, please sign the attached agreement, have your employer sign, and return it to me. As soon as we receive the signed agreement, we will proceed with the final arrangements for your volunteer assignment.

I look forward to our future association.

Sincerely,

NIH Designated Official

Appendix 5: Non-Intramural Special Volunteer Letter with Outside Stipend

Sample Letter Acknowledging Voluntary Service from Individuals Stipend Support from Outside Organizations with whom they have a Non-employment Relationship

Dear _____ :

You have been selected to serve as _____ in the Office of _____ to carry out a project on _____ as discussed between you and your proposed supervisor, _____.

Because you are being supported by an outside source of funds, NIH policy classifies your assignment as that of a Non-intramural Special Volunteer on the NIH staff, and this letter constitutes an invitation to serve in this capacity.

Before you agree to accept this assignment in our organization, I must ask that you read the attached NIH Non-Intramural Special Volunteer Agreement. This is a standard agreement that we enter with all Non-Intramural Special Volunteers and is for your protection as well as ours. If you have questions concerning any of the provisions in this agreement, or would like clarification, please call me on _____.

If the terms of this agreement are acceptable to you, please sign the attached agreement and return it to me. As soon as we receive the signed agreement, we will proceed with the final arrangements for your assignment.

I look forward to our future association.

Sincerely,

NIH Designated Official