

U.S. DEPARTMENT OF AGRICULTURE  
AGRICULTURAL RESEARCH SERVICE

**MEMORANDUM OF UNDERSTANDING BETWEEN A VISITOR/VOLUNTEER AND THE AGRICULTURAL RESEARCH SERVICE**

**AGREEMENT Number:**

1. NAME OF VISITOR/VOLUNTEER - <input type="checkbox"/> Foreign <input type="checkbox"/> Domestic		2. CURRENT CITIZENSHIP/PERMANENT RESIDENCE	
3. DATE OF BIRTH (Month/Day/Year)		4. EFFECTIVE DATES OF AGREEMENT (Month/Day/Year)	
		FROM:	TO:
5. FACILITY (Name and address)			
6. DESCRIPTION OF PROJECT (indicate here at least if the VISITOR/VOLUNTEER is a scientist foreign or domestic or student foreign or domestic and the ARS research project title to which the visitor will be assigned).			
7. NAME OF ORGANIZATION FROM WHICH VISITOR/VOLUNTEER ORIGINATES (If named, complete item 9 and an Official of this institution from which the VISITOR/VOLUNTEER originates should have authority to bind the institution and sign; if the VOLUNTEER/VISITOR is unaffiliated write N/A here in item 7 and below in item 8. Note item 9 must always be completed and signed by the VISITOR/VOLUNTEER. Item 10 is signed by Center Director or an appointed person, item 11 is signed by the ARS Host Scientist and item 12 is signed by the Technology Transfer Coordinator).			

This agreement is entered into between the VISITOR/VOLUNTEER, indicated in item 1 above, and the Agricultural Research Service (ARS), U.S. Department of Agriculture (Department).

**The VISITOR/VOLUNTEER agrees:**

- a. To provide for payment of all travel, living, accident, and health insurance, and other personal expenses.
- b. To be governed by the rules and regulations of the Department and ARS, including hours of work, conduct, dissemination of information, use of facilities, and observance of all ARS safety rules to avoid accidents, personal injuries and damage to property.
- c. To cooperate in the preparation and execution of all documents and publications requisite in the prosecution of any U.S. patent application for any invention resulting from this work in which the VISITOR/VOLUNTEER has a part and/or in the prosecution of any U.S. patent application for any invention resulting from this work in which the Foreign Visitor has a part.
- d. That he/she is not considered a Federal employee except for the purposes of the Federal Employees Compensation Act and the Federal Tort Claims Act. ORISE participants are not protected by the Federal Employees Compensation Act.
- e. Is not eligible for health insurance, life insurance, retirement, or any other benefits. If later employed by the Federal Government, volunteer service will not be credited for civil service retirement purposes, although the experience gained may be credited to meet qualification requirements for employment.
- f. To obtain ARS supervisor's permission before operating any Government equipment or motor vehicle, that the operation of such equipment will be for official purposes only, and to be responsible for any damage.
- g. To make no attempt to represent the USDA on any matter or proceeding, nor expend any Government funds.
- h. Rights to any inventions developed or discoveries made during the effective dates of this Agreement are hereby assigned to the U.S. Department of Agriculture unless agreed otherwise in writing by the Assistant Administrator, Office of Technology Transfer.
- i. Prior approval must be obtained before publishing the results of any work, study, or research.
- j. To serve under the supervision of an ARS official (host) and that his/her services may be terminated at any time.

**ARS agrees:** To provide such supervision, guidance, working facilities, equipment and supplies as deemed necessary for the project.

**It is mutually agreed:**

- a. That the VISITOR/VOLUNTEER shall not be considered an employee of ARS or be compensated by ARS. VISITOR/VOLUNTEER may be reimbursed for any incidental expenses, if approved by a Federal fund holder in advance.
- b. Publication of the results of the research under this agreement may be made by ARS, or by ARS and the VISITOR/VOLUNTEER as mutually agreed upon.
- c. This agreement does not require the expenditure of Federal funds. Should Federal funds be used they shall be expended in accordance with Department regulations.
- d. No Member of or Delegate to Congress, or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.
- e. This agreement shall be effective for the dates shown in item 4 above, unless otherwise legally altered or extended.

8. CONCURRENCE OF ORGANIZATION (If applicable) (To be signed prior to departure from home country)			
NAME OF OFFICIAL (From Organization Identified in item 7)		SIGNATURE	DATE
9. VISITOR/VOLUNTEER (To be signed in the U.S.)			
VISITOR/VOLUNTEER NAME		SIGNATURE	DATE
10. AUTHORIZED ARS REPRESENTATIVE			
NAME OF AUTHORIZED ARS CENTER DIRECTOR or Equivalent		TITLE	SIGNATURE
DATE		DATE	
11. AUTHORIZED ARS REPRESENTATIVE			
NAME OF AUTHORIZED ARS HOST SCIENTIST		TITLE	SIGNATURE
DATE		DATE	
12. AUTHORIZED ARS REPRESENTATIVE			
NAME OF AUTHORIZED ARS REPRESENTATIVE		SIGNATURE	DATE
DATE		DATE	

If under 18 years of age, signature of parent/guardian: Signature \_\_\_\_\_ Date: \_\_\_\_\_