

MRMC LABORATORY PERSONNEL MANAGEMENT DEMONSTRATION PROJECT

VOLUNTARY EMERITUS PROGRAM

PURPOSE AND SCOPE

This policy outlines how the USAMRMC Personnel Demonstration Project (PDP) Voluntary Emeritus Program will operate. This policy applies to all USAMRMC Commands who are covered by the provisions of the Personnel Demonstration Project.

RESPONSIBILITIES

1. An agreement will be established between the volunteer and the Commander/Director. The MRMC PDP Manager will certify the agreement is in compliance with the MRMC PDP Voluntary Emeritus Program policy. The agreement must be finalized before the assumption of duties and shall include:
 - a. A statement that the voluntary assignment does not constitute an appointment in the Civil Service, is without compensation, and any and all claims against the Government because of the voluntary assignment are waived by the volunteer
 - b. A statement that the volunteer will be considered a federal employee for the purpose of injury compensation
 - c. Volunteer's work schedule
 - d. Length of agreement (defined by length of project or time defined by weeks, months, or years)
 - e. Support provided by the activity (travel, administrative, office space, supplies)
 - f. A one page statement of duties and experience
 - g. A statement providing that no additional time will be added to a volunteer's service credit for such purposes as retirement, severance pay, and leave as a result of being a member of the voluntary emeritus corps
 - h. A provision allowing either party to void the agreement within ten working days written notice

- i. The level of security access required (any security clearance required by the position will be managed by the directorate while the volunteer is a member of the Voluntary Emeritus Program
- j. The provision that any publication(s) resulting from his/her work will be submitted to MRMC for review and approval
- k. A statement that he/she accepts accountability for loss or damage to Government property occasioned by his/her negligence or willful action
- l. A statement that his/her activities on the premises of the USAMRMC activity to which assigned will conform to the regulations and requirements of USAMRMC
- m. A statement that he/she will not use or release any sensitive or proprietary information without the written approval of the USAMRMC. Further agrees to execute additional non-disclosure agreement as appropriate, if required, by the nature of the anticipated services
- n. A statement that he/she agrees to disclose any USAMRMC proponent inventions made in the course of work performed at USAMRMC. USAMRMC has the option to obtain title to any such invention on behalf of the U.S. Government. Should USAMRMC elect not to take title, USAMRMC shall at a minimum retain a non-exclusive, irrevocable, paid up, royalty-free license to practice or have practiced the invention worldwide on behalf of the U.S. Government.
- o. The volunteer agrees to disclosure, in writing, any invention made in the course of work performed at or for the subordinate activity. For purposes of this agreement, intellectual property shall be treated in accordance with the provisions of the Bayh-Dole Act as codified in 35 United States code 201 et seq. In accordance with the Act, the activity shall, at a minimum, retain a non-exclusive, irrevocable, paid up, royalty-free license to practice or have practiced the invention on behalf of the U.S. Government.

PROCEDURES

1. Under the demonstration project, the Commander/ Director will have the authority to offer retired or separated employees voluntary positions in the laboratory. Voluntary Emeritus Program assignments are not considered employment by the Federal Government (except for purposes of injury compensation). Thus, such assignments do not affect an employee's entitlement to buy-outs or severance payments based on an earlier separation from Federal Service. One of the major goals of the Voluntary Emeritus Program is to ensure continued quality research while reducing the overall salary line by allowing higher paid employees to accept retirement incentives with the opportunity to retain a presence in the scientific and technical communities. The Voluntary Emeritus Program may also include non-scientific and non-engineering positions. The program will be beneficial during manpower reductions as employees accept retirement and return to provide a continuing source of corporate knowledge and valuable on-the-job training or mentoring to less-experienced employees.
2. To be accepted into the emeritus corps, a volunteer must be recommended by laboratory managers to the Commander/Director. Everyone who applies is not entitled to an emeritus position. The Commander/Director must clearly document the decision process for each applicant (whether accepted or rejected) and retain the documentation throughout the assignment. Documentation of rejections will be maintained for two years.
3. To ensure success and encourage participation, the volunteer's federal retirement pay (whether military or civilian) will not be affected while serving in a voluntary capacity. Retired or separated federal employees may accept an emeritus position without a break in service or mandatory waiting period.
4. Voluntary Emeritus Program volunteers will not be permitted to monitor contracts on behalf of the government. The volunteers may be required to submit a financial disclosure form annually and will not be permitted to participate on any contracts where a conflict of interest exists.

EXCEPTIONS

Exceptions to the provisions in this procedure may be granted by the Commanding General, USAMRMC on a case by case basis.

APPENDIX

Appendix A contains a copy of the Voluntary Emeritus Program Agreement.

POC: MRMC PDP Manager

APPENDIX A
VOLUNTARY EMERITUS PROGRAM AGREEMENT

Volunteer's Name: _____

- a. The voluntary emeritus assignment does not constitute an appointment in the civil service and is without compensation. Any and all claims against the government (because of the voluntary assignment) except those which may be related to injury compensation, are waived by the volunteer.
- b. You will be considered a Federal employee for the purpose of injury compensation only.
- c. Work Schedule

DAYS, TOUR OF DUTY

- d. Projected Length of Project: _____
(Defined in weeks, months, years)
- e. Activity will provide administrative support:
(e.g. office space, equipment, supplies, etc.)
- f. Attach a one page description of duties and a summary of the volunteer's experience.
- g. No additional time will be added to the volunteer's service credit for such purposes as retirement, severance pay, and leave as a result of being a member of the Voluntary Emeritus Program.
- h. Either MRMC activity or the volunteer can void this agreement with 10 working days written notice.
- i. Security clearance requirements required by this assignment will be managed by the activity to which assigned while the volunteer is a member of the program.
- j. Any publication(s) resulting from this work will be submitted to USAMRMC for review and approval.
- k. The volunteer accepts responsibility for loss or damage to Government property occasioned by negligence or willful action.
- l. The volunteer's activities on the premises "of activity" will conform to the regulations and requirements of the "activity's name".

- m. The volunteer will not use or release any sensitive or proprietary information without the written approval of the "activity's name".
- n. The volunteer exercises a non-disclosure agreement as appropriate if required by the nature of the anticipated services.
- o. The volunteer agrees to disclose, in writing, any invention made in the course of work performed at "the activity". For purposes of this agreement, intellectual property shall be treated in accordance with the provisions of the Bayh-Dole Act as codified in 35 United States Code 201 et seq. In accordance with the Act, "name of activity" shall at a minimum, retain a non-exclusive, irrevocable, paid up, royalty free license to practice or have practiced the invention on behalf of the U.S. Government.

VOLUNTEER SIGNATURE/DATE

COMMANDER/DIRECTOR SIGNATURE/DATE

MRMC PDP Program Manager Signature

NOTE: This agreement will be reviewed by the legal office for compliance with the Joint Ethics Regulation. Volunteers will not be permitted to monitor contracts on behalf of the government or to participate on any contracts where a conflict of interest exists.

Exemptions: Exceptions to the provisions in this procedure may be granted by the commanding General, USAMRMC, on a case-by-case basis.

HQ, USAMRMC LEGAL OFFICE SIGNATURE/DATE