



Law Student Volunteer Intern/Extern Agreement

This Agreement constitutes a mutual understanding between _____,
(Agency Component/Office/District),
U.S. Department of Justice (agency), _____,
(Educational Institution),
and _____ for placing the student in an uncompensated work
(Student Volunteer's Full Legal Name)
Assignment with the agency as part of a program established for the purpose of providing an
educational experience for the student.

- The student volunteer is enrolled in an experiential or field placement course for academic credit toward a J.D. degree. A performance evaluation is mandatory. See paragraph 13, below.
- The student volunteer will not receive academic credit toward a J.D. degree. A performance evaluation is discretionary.

Assignment Location:

Supervising Attorney:

Title:

Telephone:

E-mail:

The period of volunteer service involved in this agreement commences on or about _____ and will end on or about _____ (may not extend past student's graduation from the educational institution, which is _____). All legal hires who are employed by the Department for six months or longer are required to undergo a single scope full-field background investigation (BI).

All parties to this agreement understand and agree that:

1. The student volunteer must be officially enrolled not less than half-time in a course of study and be in good academic standing at the above-named educational institution at all times. Volunteer services automatically terminate upon graduation or loss of student status, regardless of the end date of the current appointment;
2. The above-named educational institution has agreed for the student to volunteer his/her services as part of a program established for the purpose of providing an educational experience for the student;
3. The student's services and access to U.S. Department of Justice facilities may be terminated at any time by either him/her or by a U.S. Department of Justice official;
4. The student understands that, absent appropriate security clearance and a U.S. Department of Justice determination of "need to know in the performance of official duties," the only material to which he/she will have access in his/her assignment under this program is material that would be classified as "public record" material. The student specifically acknowledges that, except in rare

circumstances when properly authorized, he/she is not cleared for or permitted to receive, handle in any way, or have direct or indirect access to, or knowledge of, classified information, within the meaning of Executive Order 11652, or sensitive investigative information which includes, but is not limited to, testimony before a grand jury, wire and oral communications intercepted consensually or pursuant to provisions of 18 U.S.C. 2510-2520, information related to orders to compel testimony (immunity of witnesses) pursuant to 18 U.S.C. 6001-6005, intelligence reports and investigative reports of the various State, Local and Federal agencies and Department of Justice official files. Also, unless specifically cleared by DOJ, the student acknowledges that he/she will inform any person who might begin to divulge such classified or sensitive investigative information that he/she is not cleared for or permitted to be privy to such information;

5. The student is not considered to be a Federal employee for any purpose other than for:
 - a. The Federal Tort Claims Act provisions published in 28 U.S.C. §§ 2671 - 2680;
 - b. Title 5 U.S.C. chapter 1, relative to compensation for injuries sustained during the performance of work assignments. Claims related to injuries should be referred to the Office of Workers' Compensation Programs, U.S. Department of Labor, for adjudication
 - c. Ethics/Professional Responsibility matters. The student must sign an Ethical Obligations Agreement (Addendum 1).
6. The educational Institution is not a sponsor of the student, who is over the age of 18 and is volunteering on his or her own accord, and who accepts all liability and risks associated with such internship/externship. The Institution is agreeing to assist in the coordination of the internship/externship, and accept the internship/externship for educational experience only (internships and externships may receive academic credit at the school's discretion);
7. The U.S. Department of Justice neither waives sovereign immunity nor agrees to indemnify and hold the educational institution harmless from and against any and all claims for property damage or personal injury or otherwise that may result directly or indirectly from acts or omissions of the student while under the direction, supervision or control of the Department of Justice;
8. The U.S. Department of Justice's published Equal Employment Opportunity Policy (posted at <https://www.justice.gov/jmd/policy>) adequately ensures that no student shall be denied equal opportunity because of race, color, religion, national origin, sex, gender identity, age, disability (physical or mental), genetic information, status as a parent, sexual orientation, marital status, political affiliation, or any other impermissible factor;
9. Representatives of the U.S. Department of Justice may not agree to any provisions relating to the choice of law or venue in the event of a dispute, or agree to comply with laws, ordinances, or regulations of municipal, state, or other governmental body with regard to the conduct of its general activities and the performance of any work by students covered under this agreement.
10. This Agreement may be supplemented with additional provisions relating to performance reviews, appropriate professional direction, the length of the appointment, work and employment conditions consistent with industry standards, and similar matters. The Designated Agency Representative may agree to maintain an attendance record showing the dates and hours the student worked and provide a record of attendance and a supervisor's appraisal of the student's performance. DOJ officials may, at their discretion, use the DOJ Student Lawyering Experience / Performance Evaluation Form (OARM-22) or school-provided forms provided they are limited to performance

reviews, appropriate professional direction, the length of the appointment, work and employment conditions consistent with industry standards, and similar matters and do not purport to otherwise modify this Agreement.

11. The student agrees that he/she will receive no pay or other compensation from the Department of Justice for services rendered, and waives any and all claims against the Government for salary or wages on account services performed;
12. Prior to entry on duty, the student will disclose, as soon as possible, any stipend or compensation for work done as part of this program in sufficient time to permit appropriate ethics/professional responsibility review by the U.S. Department of Justice. Disclosures will include the sponsor's (paying entity's) identity, a copy of the sponsorship agreement, and the amount of compensation.
 - Student is not receiving compensation from any source for his/her services in this assignment.
 - Student is/will be receiving compensation for his/her services in this assignment:
Name of Entity Providing Compensation:
Amount: \$ (specify payment period, e.g., weekly, monthly, lump sum, etc.)
Total payment: \$
Student must provide a copy of the sponsorship agreement. Employing component/office/district must complete an appropriate ethics/professional responsibility review **prior** to entry on duty.
13. If student will receive academic credit, then prior to starting work, parties must enter into a written understanding addressing items a through c, below. To meet this requirement, DOJ officials may, at their discretion, use OARM-22, Student Lawyering Experience / Performance Evaluation Form, to supplement this agreement, or, pursuant to paragraph 10, above, school-provided forms provided they are limited to items a-c, below. When OARM-22 is used, in consideration of the American Bar Association (ABA), Standards and Rules of Procedure for Approval of Law Schools, including Standard 304 (Simulations Courses, Law Clinics, and Field Placements), the parties agree that this Agreement and the Student Lawyering Experience /Performance Appraisal Form (OARM-22) adequately describe:
 - a. the substantial lawyering experience that the externship will provide, defined as an experience reasonably similar to the experience of a lawyer advising or representing a client or engaging in other lawyering tasks in a setting outside a law clinic under the supervision of a licensed attorney or an individual otherwise qualified to supervise;
 - b. the student's opportunities for performance, feedback and self-evaluation;
 - c. the respective roles of the educational institution (e.g., faculty) and DOJ in supervising the student and in assuring the educational quality of the experience for the student, and may be considered by the educational institution as part of a clearly articulated method of evaluating the student's academic performance.
14. The U.S. Department of Justice/Designated Agency Representative agrees to regular, reasonable contact with the educational institution (e.g., faculty member) through in-person visits or other methods of communication that will assure the quality of the student educational experience.
15. The Designated Agency Representative certifies that the volunteer activities to be performed by the student, as outlined in this agreement and summarized below, will not displace any employee.
Summary of volunteer activities:

16. The Agency agrees to provide appropriate work and training opportunities to the student as a volunteer pursuant to 5 U.S. Code § 3111 and its implementing regulations. The Educational Institution is responsible for determining whether the type of work and work schedule meets the requirements established by any other statutory or regulatory provisions that may be applicable to student placement.

17. The Student is directed to DOJ Policy Statement 1200.02, Federal Workplace Responses to Domestic Violence, Sexual Assault, and Stalking (<https://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>). The Student must become familiar with this Policy Statement and may be required to attend or participate in training related to it.

18. This Agreement (including OARM 9a, Law student Intern/Extern Ethical Obligations Agreement (Addendum 1); OARM-22, Student Lawyering Experience / Performance Appraisal (Addendum 2), and OARM-21A, Federal Work Study Supplemental Agreement (as applicable), is the entire agreement between the Parties unless it is modified in writing and signed by the Parties pursuant to paragraph 10.

In case of conflict, this Agreement supersedes any and all related, supplemental, or associated agreements between the parties.

I understand, acknowledge, and agree to all conditions that are set forth above:

Signature (Designated Agency Representative) Signature (Educational Institution Representative) Signature (Student Volunteer)

Printed Name

Printed Name

Printed Name

Date

Date

Date