



Smithsonian
Institution

SMITHSONIAN DIRECTIVE 208,
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STANDARDS OF CONDUCT REGARDING SMITHSONIAN VOLUNTEERS

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1. PURPOSE

This directive describes the standards of conduct that apply to Smithsonian Institution (the “Smithsonian”) volunteers, as well as to Smithsonian employees when working with such volunteers.

2. DEFINITION

A Smithsonian volunteer (as used hereinafter, “Volunteer”) is one who, for civic, charitable, or humanitarian reasons, and at the Smithsonian’s request, provides a service to the Smithsonian without promise, expectation, or receipt of compensation (even from a third party).

3. APPLICABILITY

This directive does not apply to members of the Smithsonian Board of Regents and its committees, nor to the Smithsonian Advisory Boards and their committees, nor the Campaign Steering Committee when such members are performing official duties of the board or committee. Board and committee service is governed by other governance documents.

To the extent that a Smithsonian employee, contractor, intern, Fellow, emeriti, visiting researcher, research associate, or board member also volunteers¹ for the Smithsonian; when he or she is performing his or her official duties in that capacity, she or he is governed by the directive(s) that apply to those activities; but when he or she is volunteering, he or she is governed by the portions of this directive that apply to Volunteers.

4. BACKGROUND

Volunteers are an essential component of the Smithsonian’s mission and undertake a broad range of important roles and responsibilities at the Smithsonian. Certain Volunteers represent the Smithsonian to the public as they interact with visitors; others advance Smithsonian purposes and goals behind the scenes as they work with Smithsonian collections, research, or

¹ A Smithsonian employee, contractor, intern, Fellow, emeriti, visiting researcher, research associate, or board member may be accepted as a Volunteer so long as the Volunteer assignment is entered into freely, without coercion, and is sufficiently distinct from the individual’s official duties. The Smithsonian shall not require anyone to volunteer. Each decision to accept such person for a Volunteer assignment must be made on its own facts. If in doubt, the Office of General Counsel (OGC) is available to advise.

4. BACKGROUND (continued)

staff. The extent and varied nature of Volunteer participation in Smithsonian work require the Smithsonian to set uniform standards of conduct, but also to allow for differences among Volunteer programs.

The policies and procedures in this directive allow each Smithsonian unit accepting Volunteer services to maintain additional written policies that are appropriate to its particular Volunteer program. Units should consult with the Office of General Counsel (OGC) before issuing a policy that would be more restrictive than this directive.

5. POLICY

The purpose of Volunteer service is to help fulfill the mission of the Smithsonian. Volunteers provide services to the Smithsonian without expectation of pay or other compensation and may not use their Volunteer position for private gain beyond the inherent satisfaction and goodwill derived from Volunteer service. Volunteers shall not seek payment from the Smithsonian or the U.S. Government for their Volunteer services to the Smithsonian. A Volunteer shall conduct himself or herself in a manner that does not compromise the integrity of, or public confidence in, the Smithsonian.

A Volunteer's service is subject to supervision by a Smithsonian employee. The Smithsonian reserves the right to modify and/or discontinue its Volunteer program, activity, or any particular Volunteer's service, without cause or notice at any time.

This directive shall not create any employment agreement, entitlement, or other benefit, guarantee, or promise to the Volunteer.

6. RESPONSIBILITIES

Volunteer. A Volunteer (i) shall comply with this directive (inclusive of requirements in the Appendices) and any other Smithsonian policy that applies to the Volunteer's duties and (ii) shall not compromise the integrity of, or public confidence in, the Smithsonian.

Unit. Every Volunteer must have an employee supervisor who is responsible for day-to-day oversight of the Volunteer. The head of each Smithsonian museum, office, program, or unit accepting Volunteer service shall designate an employee or employees to perform these duties. Responsibilities include managing the Volunteer program as a whole, as well as recruiting, interviewing, selecting, orienting, training, and supervising individual Volunteers in the program.

6. RESPONSIBILITIES (continued)

Further responsibilities include maintaining and securing current, accurate, and complete information regarding its Volunteer program in the Smithsonian's Institution-wide Volunteer Management Database (hereinafter referred to as "the Database") and reporting any privacy breaches, as described in Appendix A, Privacy Guidance for the Smithsonian's Institution-wide Volunteer Management Database.

Office of Visitor Services ("OVS"), formerly the Visitor Information and Associates' Reception Center ("VIARC") as described in [Smithsonian Directive 828, Visitor Information and Associates' Reception Center](#). OVS provides support and guidance to all Smithsonian Volunteer programs.

This includes providing guidance on policies and procedures, offering training to staff supervising Volunteers, and providing quarterly Smithsonian-wide Volunteer orientation. OVS also recruits, trains, and places most of the Volunteers who work at the Smithsonian's information desks.

Office of the Chief Information Officer ("OCIO"). OCIO has access to the Database for the purpose of providing support and technical assistance.

Smithsonian Privacy Office ("SPO"). The Smithsonian Privacy Office provides support and guidance to all Smithsonian Volunteer programs, providing guidance on policies and procedures for protecting personally identifiable information (PII) and coordinating the Smithsonian's response activities in the event of a confirmed privacy incident or breach.

7. REGISTRATION

Volunteers must be 14 years or older. To be eligible for a Volunteer position at the Smithsonian, prospective Volunteers age 14–17 must provide written consent from a parent or guardian; a Parent/Guardian Acknowledgement and Release template is attached as Appendix C. Units accepting Volunteers aged 14–17 are responsible for assigning such Volunteers to safe and appropriate spaces and activities. Any hazards or dangers in such Volunteer assignments must be identified, mitigated, and reported as described more fully in [SD 124, Protection of Minors](#). If in doubt, OGC is available to advise. In addition, Smithsonian staff and Volunteers working with minors shall abide by [SD 124, Protection of Minors, Appendix A](#).

The unit employee(s) are responsible for assuring that all Volunteers within his or her program are registered in the Database. The Smithsonian has designated Friends of the National Zoo (FONZ) as responsible for registering the Smithsonian's Volunteers at the National Zoological Park and Smithsonian Conservation Biology Institute.

7. REGISTRATION (continued)

Registration means, at a minimum, documentation of the Volunteer's name, contact information, emergency contact information, and Volunteer project for the duration of the Volunteer's service.

In addition, registration requires a signed Volunteer Acknowledgement and Release (Appendix B) and a background investigation in accordance with [SD 224, Identity Management Program](#). For statistical purposes, applicants shall also be requested to complete the [Optional Ethnicity, Race, and Disability Survey Form for Volunteer Applicants](#).

Registration documents for those Volunteers who have left the Volunteer program shall be preserved for six years if the documents have not been scanned into the Database; these documents should be shredded at the end of six years. Alternatively, documents may be transferred to the Smithsonian Institution Archives at any time during this period for storage during the remainder of the six years, and for shredding at the end of that time period. Registration documents for new Volunteers should be scanned and attached to the Volunteer's Database record. Documents may be shredded upon confirmation that they have been attached.

8. NO EXPECTATION OF PRIVACY

Volunteers have no expectation of privacy while they are on duty or using Smithsonian resources (e.g., Smithsonian computers and networks). They must sign an appropriate release confirming that the Smithsonian may photograph, videotape, or otherwise document them while volunteering and may use any such images or recordings, including name, likeness, voice, statements, and image, for any purpose and in any media now known or later developed.

9. CONFLICTS OF INTEREST

A conflict of interest *may* arise when a Volunteer's duties at the Smithsonian are similar or related to an active outside personal or paid activity of the Volunteer or the Volunteer's immediate family or household. For example:

- A Volunteer works directly with Smithsonian collections and either the Volunteer or a member of the Volunteer's immediate family or household is involved in collecting or dealing in the same types of objects and materials.
- A Volunteer lends to the Smithsonian item(s) from the personal collection of the Volunteer or the Volunteer's immediate family or household.

9. CONFLICTS OF INTEREST (continued)

- A Volunteer is paid by a third party to perform services that are the same as or similar to services the Volunteer provides to the Smithsonian (*e.g.*, a docent provides, or contracts to provide, paid tour guide services in a Smithsonian museum).

A Volunteer shall promptly disclose in writing to his or her supervisor the nature and extent of any possible conflict of interest.

The Volunteer's supervisor shall determine whether the disclosed activity:

- is not in conflict with the full and proper discharge of the Volunteer's duties;
- cannot reasonably be construed by the public as an official action of the Smithsonian;
and
- will not create a conflict of interest or the appearance of a conflict of interest.

In making this determination, the Volunteer's supervisor shall consult with other appropriate unit staff, Smithsonian management, and OGC ethics counselors, as appropriate, and shall maintain a record of the decision. Each decision shall be made on its own facts and circumstances; in some instances, disclosure itself will be sufficient to manage the possible conflict. In other instances, the Smithsonian may modify the Volunteer's assignment, terminate the relationship, or take other action it deems appropriate.

10. USE OF THE SMITHSONIAN NAME AND VOLUNTEER ASSOCIATION WITH THE SMITHSONIAN

(a) Use of Volunteer's Title or Association

A Volunteer may use his or her Smithsonian Volunteer title or association as mere professional identification or biographical data. For example, a Volunteer may list his or her Volunteer experience(s) on his or her resume or curriculum vitae.

(b) Writing or Speaking about the Smithsonian

A Volunteer shall obtain advance clearance from the unit's public information officer before publicly appearing in connection with, writing about, or speaking about any aspect of the Smithsonian.

11. PROHIBITION ON GIFTS

A Volunteer shall not solicit or accept any gift that is in return for performance of an official act. In addition, a Volunteer shall not solicit or accept any gift that is or appears to be offered because the Volunteer holds a position at the Smithsonian or may have influence within the Smithsonian.

A “gift” includes objects, financial interests, money, entertainment, favors, discounts, meals, travel, and lodging. A gift does not include loans, promotions, or discounts on terms generally available to the public. A gift also does not include benefits offered by the Smithsonian to its Volunteers on the same general terms, such as discounts at Smithsonian shops or restaurants.

This prohibition does not apply to gifts accepted on behalf of the Smithsonian, such as reimbursement for expenses that otherwise would have been paid by the Smithsonian or in-kind gifts for official Smithsonian use. Nor does this prohibition apply if the gift is motivated by a family relationship or personal friendship rather than the Volunteer’s position at the Smithsonian. This prohibition also does not apply to tokens awarded by the Smithsonian or the unit in recognition of the Volunteer’s service. Cash is not a token and acceptance of cash by individual Volunteers is prohibited.

12. PROHIBITION ON PRIVATE USES

Volunteers shall not directly or indirectly use or permit the use of Smithsonian property or resources (including, for example, email, equipment, facilities, information that is not available to the general public, confidential or proprietary information, and staff or Volunteer time) for purposes unrelated to official Volunteer duties or for unfair advantage.

For example, a Volunteer shall avoid the following conduct while on duty or otherwise on Smithsonian property or using Smithsonian resources:

- Soliciting, endorsing, or promoting sales of any non-Smithsonian product or service;
- Soliciting staff advice regarding the Volunteer’s personal collections or those of the Volunteer’s family or friends;
- Using Smithsonian property or resources to store, research, or otherwise work on the Volunteer’s personal collections;
- Using a Volunteer’s access to Smithsonian property or resources primarily in order to network, seek a paid position, or obtain entry to special events or non-public areas of the Smithsonian or other federal facilities;

12. PROHIBITION ON PRIVATE USES (continued)

- Giving preferential treatment to any person or non-Smithsonian entity (including charitable organizations and schools), such as giving behind-the-scenes tours to friends or family or any non-Smithsonian entity; or
- Using Smithsonian internal information for the Volunteer's personal career or advancement.

13. INTELLECTUAL PROPERTY

Volunteers shall respect the intellectual property and other ownership rights of the Smithsonian in its name, brand, goodwill, collections, property, and other assets.

The Smithsonian owns all work product and other materials created or developed by Volunteers in the scope of their Volunteer position, including all copyright or other intellectual property rights. Volunteers shall sign a Volunteer agreement that acknowledges the Smithsonian's ownership in the Volunteer's work product, the template for which is attached as Appendix B.

Use of any Smithsonian intellectual property, whether or not created or developed by a Volunteer in the scope of his or her Volunteer position, shall require prior Smithsonian permission. A Volunteer shall submit such requests to his or her supervisor, who will submit requests to the appropriate licensing or reproduction rights manager for approval. OGC is available to advise managers regarding such requests.

14. PERSONAL EXPRESSION

Volunteers represent the Smithsonian to the public and are perceived as speaking for the Smithsonian. For this reason, Volunteers should use judgment and discretion whenever interacting with the public. While on duty, on Smithsonian property, using Smithsonian resources, or wearing Smithsonian- or unit-issued clothing or identification, a Volunteer shall refrain from speculating or expressing personal beliefs, opinions, or judgments in a way that could appear as if the Volunteer is stating an official position of the Smithsonian.

Off-duty, a Volunteer should take steps to ensure that any statements he or she makes about the Smithsonian do not create an impression that the Volunteer is speaking officially or on behalf of the Smithsonian; such steps may include an appropriate disclaimer, particularly if the Volunteer otherwise refers to his or her Volunteer position or association with the Smithsonian.

15. SOCIAL MEDIA

Volunteer participation in social media is subject to [SD 814, Social Media Policy](#). Penalties for violating SD 814 may include the actions described in Section 20 (“Responsibility, Compliance, and Remedial Action”) below. Following are some relevant provisions; see SD 814 for additional guidance.

- The tone of social media accounts should be professional, dignified, and respectful.
- Anonymously posting information about the Smithsonian is strongly discouraged, as are using pseudonyms or false screen names.
- Volunteers shall not disclose Smithsonian information that is privileged, confidential, private, sensitive, non-public, pre-decisional, or in violation of any rights, such as copyright.
- It is best to assume that comments and other postings will become public regardless of whether they are intended to remain private.

16. APPRAISALS

Volunteers shall not provide opinions on the authenticity or the value of objects, materials, or specimens of the types collected by the Smithsonian unless such opinions are separate and distinct from and do not mention the Volunteer’s position or work at the Smithsonian.

17. POLITICAL ACTIVITIES

Volunteers may participate, as private citizens, in the activities of political groups. However, participation in partisan political campaigns while performing Volunteer duties at the Smithsonian is subject to restriction because the Smithsonian is a trust establishment of the United States and as a matter of policy complies with the Hatch Act (5 U.S.C. §§ 7321–7326). In particular, Volunteers shall not engage in political activity while on duty, while on Smithsonian property, or while using Smithsonian resources. Political activity includes, but is not limited to, encouraging others to engage in partisan political activity, forwarding partisan political emails, or wearing partisan political buttons or apparel. For details, see OGC’s [Permitted and Prohibited Political Activities for Smithsonian Employees](#).

18. RESTRICTION ON DISCLOSURE OF INFORMATION

A Volunteer shall not disclose any Smithsonian information that is of a confidential or sensitive nature, or any other information of such character that its disclosure might be contrary to the best interests of the Smithsonian. Such information includes private, personnel, medical, or business-related information furnished to the Smithsonian in confidence. Security and investigative data for official use only shall not be divulged to unauthorized persons or agencies.

19. LIABILITY

Volunteers shall exhibit professional conduct and behavior, respect others, and cooperate in the enforcement of the prevention of workplace harassment policy as set forth in [SD 214, *Equal Employment Opportunity Program*](#) and the [Equal Opportunity Handbook](#).

A Volunteer shall report promptly to his or her supervisor and/or other unit-designated staff any injuries or damage incurred or otherwise observed by the Volunteer while the Volunteer is on duty.

If a Volunteer is injured while engaging in official Volunteer duties, his or her supervisor shall submit a Federal Employees Compensation Act (FECA), 5 U.S.C. § 8101 *et seq.*, claim for such injury or damage, as the supervisor would do for a Smithsonian employee. FECA claims are determined by the Department of Labor. If FECA is not available, the Volunteer may submit a Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b) and §§ 2671–2680, claim to the OGC.

If a Volunteer injures another person or causes damage to the property of another while the Volunteer is engaging in official Volunteer duties, the Smithsonian's liability shall be determined pursuant to the FTCA. In addition, the Volunteers Protection Act of 1997, at 42 U.S.C. §§ 14503–04, limits Volunteer personal liability for certain harms caused by a Volunteer if the Volunteer is acting within the scope of the Volunteer's responsibilities to the Smithsonian at the time of the Volunteer's act or omission that caused the harm and provided that certain additional conditions are met.

20. RESPONSIBILITY, COMPLIANCE, AND REMEDIAL ACTION

Failure by a Smithsonian employee or Volunteer to comply with his or her responsibility under these standards may be cause for remedial or disciplinary action. Such action may include a change in assigned duties, appropriate training or counseling, and/or dismissal in the case of

20. RESPONSIBILITY, COMPLIANCE, AND REMEDIAL ACTION (continued)

employees or discontinuance of the Volunteer's service in the case of Volunteers, or any other action the Smithsonian deems appropriate.

SUPERSEDES:	SD 208, June 30, 1983
INQUIRIES:	Office of Visitor Services (OVS)
RETENTION:	Indefinite. Subject to review for currency 36 months from date of issue.
