



Smithsonian  
Institution

SMITHSONIAN DIRECTIVE 208,  
December 20, 2024

## STANDARDS OF CONDUCT REGARDING SMITHSONIAN VOLUNTEERS

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## 1. PURPOSE

This directive describes the standards of conduct that apply to Smithsonian Institution (hereafter, the “Smithsonian”) Volunteers, as well as to Smithsonian employees and Affiliated Persons (as defined below) when working with such Volunteers.

The extent and varied nature of Volunteer participation in the Smithsonian’s work requires 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 Volunteer program. Units must consult with the Office of General Counsel (OGC) before issuing a policy that would be less restrictive than this directive.

## 2. DEFINITIONS

**Affiliated Persons.** For the purposes of this directive, the term Affiliated Persons refers to the following categories of individuals who are not SI employees, but who are regularly present and/or work within SI facilities and property, including leased facilities and property:

- Contractors who perform work similar to Smithsonian employees, such as temporary help firms’ employees;
- Other contractors, such as construction contractors and food service contractors’ employees;
- Volunteers, as defined in this directive;
- Interns, as defined in [SD 709, Smithsonian Institution Internships](#);
- Fellows, as defined in [SD 701, Smithsonian Institution Fellows](#);
- Emeriti, as defined in [SD 206, Emeritus Designations](#);
- Smithsonian Early Enrichment Center (SEEC) employees;
- Visiting researchers, including scientists, scholars, and students;
- Research associates, as defined in [SD 205, Smithsonian Institution Research Associates](#);
- Employees of federal, state, and local agencies working with SI employees at SI facilities and property; and
- Regents and advisory board members.

**Personally Identifiable Information (PII).** Information about living individuals, which may or may not be publicly available, that can be used to distinguish or indicate an individual’s identity, and any other information that is linked or linkable to a living individual, such as medical,

## 2. DEFINITIONS (continued)

educational, financial, or employment information. Examples of PII include, but are not limited to:

- General Personal Data: full name, maiden name, alias, full date of birth;
- Address Information: street address or email address;
- Security Information: password, security question responses (e.g., mother's maiden name); and
- Personal Characteristics: photograph or other audio or visual material that identifies an individual's fingerprint, handwriting, voice signature, or facial geometry.

Please note that sensitive PII (sPII) is a subset of PII. See below for definition.

**Sensitive Personally Identifiable Information (sPII).** A subset of PII that, if disclosed or used, could lead to harm to the individual (i.e., identity theft with the intention to do financial harm). Examples of sPII include but are not limited to:

- Social Security Number (SSN) or personal Tax Identification Number;
- Driver's license or Government-issued identification number;
- Credit card number with or without an access code;
- Bank account number with or without a personal identification number or password;
- Medical information (i.e., a diagnosis or condition); and
- Biometric identifiers (e.g., iris scans, retina scans, fingerprints).

**Volunteer.** A Smithsonian Volunteer ("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). Smithsonian Volunteer Supervisors and Volunteers must follow the requirements outlined in this directive.

**Volunteer Assignment.** A role or position that a unit has designated as appropriate for a Volunteer to fulfill. Volunteer assignments can vary in scope, duration, and level of responsibility, as outlined in the section below. The role is formalized in a Volunteer Assignment Description, which, like a Position Description, clarifies and limits the assignment's scope.

## 3. VOLUNTEER TYPES AND ASSIGNMENTS

Volunteers are an important component of the Smithsonian's mission and undertake a broad range of 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 staff.

### 3. VOLUNTEER TYPES AND ASSIGNMENTS (continued)

Volunteer assignments should add value to and enhance the work of paid employees. Volunteers are not a substitute for paid employees and Volunteer roles should not be created to replace a paid staff position that is vacant or has been eliminated.

Volunteer assignments may be completed on site at a Smithsonian facility, at an off-site location, virtually (using digital platforms), or as a hybrid serving on site and off site, as deemed appropriate by the Smithsonian. Volunteer assignments typically are categorized in one of the following types; these are not mutually exclusive:

**On-site Volunteer:** A Volunteer who serves in person, at a Smithsonian facility for some or all of the Volunteer's service under the supervision of Smithsonian staff. This category includes Volunteers who serve in a hybrid assignment with service both on site and off site due to the nature of requirements for on-site service. On-site Volunteers can be classified into two distinct subcategories, as outlined below. The onboarding requirements for each subcategory differ slightly; see Section 7: Requirements for Registration and Onboarding for more information.

**Long-Term, On-site Volunteer:** A Volunteer who serves on site at a Smithsonian facility for some or all of that Volunteer's service hours or more than 30 calendar days. The 30 days do not have to be consecutive but can be over a year or longer. An example of a Long-Term, On-site Volunteer assignment is an assignment to serve at Smithsonian's museum information desks.

**Short-Term, On-site Volunteer:** A Volunteer who serves on site at a Smithsonian facility for some or all of that Volunteer's service hours for fewer than 30 calendar days. The onboarding requirements for Short-Term, On-site Volunteers may differ slightly from Long-Term, On-site Volunteers; see Section 7: Requirements for Registration and Onboarding for more information. An example of a Short-Term, On-site Volunteer assignment is service at a single Smithsonian event such as the Smithsonian Folklife Festival.

**Off-site Volunteer:** A Volunteer who is supervised by Smithsonian staff but does not serve in person at a Smithsonian facility. Service can be completed digitally, either through online platforms or other electronic technology, or by serving from a non-Smithsonian location. Off-site Volunteers will never or rarely have official business on site at a Smithsonian facility in connection with the Volunteer's assignment, but if the Volunteer does, the visit is minimal and supervised. The onboarding requirements for Off-site Volunteers may differ slightly from On-site Volunteers; see Section 7: Requirements for Registration and Onboarding for more information. An example of an Off-site Volunteer assignment is to serve as a virtual volunteer or research volunteer, where there is collaboration between the Volunteer and supervisor on tasks, but the service is not conducted at a Smithsonian facility.

## 4. 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 to 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.

This directive also does not apply to members of the public who conduct simple collection and/or analysis of data, objects, or documents at the Smithsonian's request and instruction without Smithsonian supervision, such as through a crowdsourced project sponsored by the Smithsonian (for example, the Smithsonian Transcription Center, governed by the Office of the Chief Information Officer [OCIO]).

A current Smithsonian employee or Affiliated Person may be accepted as a Volunteer so long as the Volunteer assignment is entered into freely, without coercion, and the duties performed are sufficiently distinct from the individual's official duties. To the extent that a Smithsonian employee or Affiliated Person also volunteers for the Smithsonian, the individual shall continue to be subject to the directive(s) applicable to the employee or Affiliated Person's activities when acting in that capacity. However, when one is volunteering, the individual is governed by the portions of this directive that apply to Volunteers. See Section 8, Guiding Principles for Employees Volunteering, for more information.

## 5. POLICY

The purpose of Volunteer service is to help fulfill the mission of the Smithsonian. Volunteers support programs and activities as directed by their supervisor. Volunteers provide services to the Smithsonian without expectation of pay or other compensation and may not use a Volunteer position for private gain beyond the inherent satisfaction and goodwill derived from Volunteer service. Volunteers must agree that they shall not seek payment from the Smithsonian or the U.S. Government for their Volunteer services to the Smithsonian. Volunteers shall conduct themselves 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 (see Section 6, Responsibilities, and Section 7, Requirements for Registration and Onboarding, for more information). This directive shall not create any employment agreement, entitlement, or other benefit, guarantee, or promise to the Volunteer.

The Smithsonian reserves the right to modify and/or discontinue its Volunteer program, activity, or an individual Volunteer's service, without cause or notice at any time. Volunteer Supervisors should notify the Office of Visitor Services (OVS) when discontinuing service with a Volunteer and may be required to consult with and/or notify OGC or the SI Civil Program as the situation\_\_

## 5. POLICY (continued)

warrants. Volunteers must be at least 14 years old. To be eligible for a Volunteer assignment at the Smithsonian, prospective Volunteers aged 14–17 must provide written consent from a parent or guardian; a Parent/Guardian Acknowledgement and Release, to allow the background investigation required to obtain a Smithsonian badge, is attached as [Appendix C](#) to this directive. However, Appendix C does not replace the need for additional release forms outlined in [SD 124, Protection of Minors](#) or the completion of the Protection of Minors training. Units accepting Volunteers aged 14–17 are responsible for assigning such Volunteers to safe and age-appropriate spaces and activities. Volunteer assignments for minors must be age appropriate.

Any hazards or dangers in such Volunteer assignments must be identified, mitigated, and reported as described more fully in [SD 124, Protection of Minors](#). The Office of the Under Secretary for Education (OUSE) is available to advise.

## 6. RESPONSIBILITIES

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

Further responsibilities include following safety, security, and privacy requirements of the Smithsonian. These include, but are not limited to, complying with [SD 118, Privacy Policy](#), [SD 119, Privacy Breach Policy](#); [SD 124, Protection of Minors](#); [Equal Employment Opportunity Information](#); and [SD 931, Use of Computers, Telecommunications Devices, and Networks](#).

**Volunteer Supervisor:** Every unit that has Volunteers must have at least one employee who is responsible for oversight of the Volunteer program, including responsibility for ensuring the program and Volunteers meet Smithsonian requirements identified in this directive as well as other safety, security, and privacy requirements of the Institution. More information on current requirements for Volunteers can be found on the [OVS Prism page](#) (link accessible only while on the Smithsonian network).

Further responsibilities may include maintaining and securing current, accurate, and complete Volunteer registration and service information for each of the unit’s Volunteer programs 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](#), [SD 118, Privacy Policy](#), and [SD 119, Privacy Breach Policy](#). See Section 7, Requirements for Registration and Onboarding, for more information.

Volunteer Supervisors of Volunteers who are minors must abide by the policies and procedures in [SD 124, Protection of Minors](#). Resources and best practices in Volunteer Management can

## 6. RESPONSIBILITIES (continued)

be found on the [OVS Prism page](#) (link accessible only while on the Smithsonian network).

**Office of Visitor Services (“OVS”):** The OVS mission is to understand and improve visitors’ experiences across the Smithsonian. The OVS also provides guidance and support to all Smithsonian staff in Volunteer management. OVS hosts and maintains the Database, provides guidance on policies and procedures for Volunteer management, and offers training and resources to employees supervising Volunteers.

**Office of the Chief Information Officer (“OCIO”):** The OCIO supports the Database by ensuring it follows Smithsonian information system security policies and procedures for protecting personally identifiable information (PII) and coordinating the Smithsonian’s response to activities in the event of a confirmed security incident.

**Smithsonian Privacy Office (“SPO”):** The Smithsonian Privacy Office supports all Smithsonian Volunteer programs, providing guidance on policies and procedures for protecting PII, and coordinating the Smithsonian’s response to activities in the event of a confirmed privacy incident or breach.

**Office of General Counsel (“OGC”):** The Office of General Counsel supports all Smithsonian Volunteer programs, providing legal advice and counsel on various issues related to Volunteer services.

**Office of Human Resources (“OHR”):** The Office of Human Resources supports Smithsonian employees, as needed, to conduct reviews of the employee’s official duties against any volunteer duties to identify any potential conflict of interest.

## 7. REQUIREMENTS FOR REGISTRATION AND ONBOARDING

Volunteer Supervisors must assure that all Volunteers in their program follow the required registration and onboarding steps below before service begins. Requirements for On-site and Off-site Volunteers are outlined below.

1. Register with the Smithsonian through the Database. This includes, at a minimum, documentation of the Volunteer’s name, contact information, emergency contact information, and Volunteer assignment for the duration of the Volunteer’s service. Visit the [OVS Prism page](#) (link accessible only while on the Smithsonian network) for more information;
2. Acknowledge and agree to this directive and its applicable appendices, including [Appendix B](#) for all Volunteers and [Appendix C](#) for Volunteers who are minors;
3. Clear a background check and obtain a Smithsonian credential, if applicable, in

## 7. REQUIREMENTS FOR REGISTRATION AND ONBOARDING (continued)

accordance with [SD 224, Identity Management Program](#); and

4. Complete required training pertaining to Smithsonian policies as applicable to the Volunteer assignment. This includes, at a minimum, the Smithsonian's policies related to safety, privacy, and security. Volunteer Supervisors can find more information on required training, including when training must be completed, on the [OVS Prism page](#) (link accessible only while on the Smithsonian network). The Smithsonian provides access to many of these training modules via the Database.

Additional access requests may be required, depending on the Volunteer assignment, such as access to physical or digital resources. Volunteer Supervisors should consult with the Office of Protection Services (OPS) for building access and OCIO for network or other system access. Volunteer Supervisors should consult with the Export Compliance Officer to determine if a license or authorization is required before providing a Volunteer with access to export-controlled information.

The Database can be used to track registration and onboarding completion. It is the responsibility of the unit's Volunteer Supervisor to assure accurate information is collected and maintained in the Database while following all privacy guidelines outlined in this directive's [Appendix A, Privacy Guidance for the Smithsonian's Institution-wide Volunteer Management Database](#), [SD 118, Privacy Policy](#), and [SD 119, Privacy Breach Policy](#).

Registration and service records shall be kept throughout a Volunteer's service and for six years following service discontinuance. After the retention period has expired, records bearing PII and sPII should be destroyed; OVS archives profiles and destroys PII and sPII in the Database that have been inactive for six or more years. Paper records may be transferred to the Smithsonian Libraries and Archives during this period for storage and shredding when the retention period expires. Volunteer Supervisors can find more information on the [Smithsonian Library and Archive's webpage](#) for the Human Resources Records Disposition Schedule and may contact the SPO or OCIO's Service Desk for additional guidance on the disposal of PII or sPII.

The requirements described in this section are applicable to all Volunteers at the Smithsonian. Volunteer Supervisors who wish to discuss the possibility of a waiver from registering Volunteers through the Database should contact OVS before Volunteer placement and onboarding begins.

## 8. GUIDING PRINCIPLES ON EMPLOYEES VOLUNTEERING

As stated above, a current Smithsonian employee may be accepted as a Volunteer so long as the Volunteer assignment is entered into freely, without promise, expectation, or receipt of compensation from the Smithsonian or the U.S. Government for the volunteer service and is



## 8. GUIDING PRINCIPLES ON EMPLOYEES VOLUNTEERING (continued)

sufficiently distinct from the employee's official duties. The Smithsonian shall not coerce or require anyone to volunteer. Each decision whether to accept a Smithsonian employee for a Volunteer assignment must be made on its own merits.

The following principles outline basic parameters of true Volunteer opportunities for Smithsonian staff:

- Should employees wish to pursue Volunteer opportunities, they must do so freely without demand or coercion and without any expectation of compensation for their volunteer service.
- Employees cannot volunteer to perform the same or similar work that they perform in the course of their position as a Smithsonian employee.
- Employees can only volunteer their time outside their regularly assigned tour of duty (the hours of a day and the days of an administrative workweek that constitute the employee's regular work schedule) or on approved leave.
- Employees cannot be subject to any ramifications if they are notified about Volunteer opportunities, but choose not to participate.
- Federal employees are prohibited from participating in advancement activities for the Smithsonian, even if participating as a Volunteer.

It is important to adhere to this framework when considering employees volunteering at the Smithsonian. A true "Volunteer" freely offers to participate in an activity with no expectation of compensation or sense of obligation that is unrelated to the individual's official work duties performed for the Smithsonian. Visit the [OVS Prism page](#) (link accessible only while on the Smithsonian network) for more information.

Failure to adhere to this framework for Smithsonian employees acting as Volunteers could result in employees being owed compensation for their volunteer activities, which may include compensation for overtime and/or compensatory time. Contact your supervisor, Human Resources Liaison, or the OHR Policy Team at [OHR-Policy@si.edu](mailto:OHR-Policy@si.edu) for more information about employees volunteering at the Smithsonian.

## 9. TRAVEL

Volunteer travel deemed essential to the performance of official Smithsonian business must be approved, authorized, and reimbursed in accordance with [SD 312, Travel](#) and the [SI Travel Handbook](#).

## 10. 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). To confirm their understanding of this condition of Volunteer service, all Volunteers shall affirmatively grant the Smithsonian permission to photograph, film, or otherwise document them while volunteering and to use (and to authorize others to use) any such recordings, including name, likeness, voice, statements, and image, for any purpose and in any media now known or later developed. Units shall use the [Appendix B](#) form from this directive to obtain this confirmation.

## 11. CONFLICT 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.
- 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., when a docent provides, or contracts to provide, paid tour guide services in a Smithsonian museum).

A Volunteer shall promptly disclose in writing to the Volunteer Supervisor the nature and extent of any possible conflict of interest.

The Volunteer 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/or
- will not create a conflict of interest or the appearance of a conflict of interest.

In making this determination, the Volunteer Supervisor shall consult with other appropriate unit staff, OVS, and OGC ethics counselors via [OGCEthics@si.edu](mailto:OGCEthics@si.edu), as appropriate, and shall maintain a record of the decision. Each decision shall be made based on its own facts and circumstances; in some instances, disclosure itself will be sufficient to manage the possible

## 11. CONFLICT OF INTEREST (continued)

conflict. In other instances, the Smithsonian may modify the Volunteer's assignment, terminate the relationship, or take other action it deems appropriate.

## 12. USE OF SMITHSONIAN NAME AND VOLUNTEER ASSOCIATION WITH THE SMITHSONIAN

### a) Use of Volunteer's Title or Association

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

### b) Writing or Speaking about the Smithsonian

Volunteers shall obtain advance clearance from their Volunteer Supervisors before publicly appearing in connection with, or writing or speaking about, any aspect of the Smithsonian outside of their Volunteer role. The Volunteer Supervisor may connect with the unit's public information officer (PIO) or refer the Volunteer to the PIO directly.

## 13. PROHIBITION ON GIFTS

A Volunteer shall not solicit or accept any gift in return for performance of official Volunteer duties. 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 length-of-service awards or unit morale gifts given by the Smithsonian to a Volunteer in accordance with the [SD 323, Use of Funds Handbook](#). Cash is not permitted, and acceptance of cash by individual Volunteers is prohibited.

## 14. 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, and/or 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 or personal use.

For example, a Volunteer shall avoid the following conduct while on duty or otherwise on Smithsonian property or while 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;
- 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 the Smithsonian's internal information for the Volunteer's personal career or advancement.

## 15. 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 positions, including all copyright, trade secret, patent, or other intellectual property rights. Volunteers shall sign a Volunteer agreement that acknowledges the Smithsonian's ownership in the Volunteer's work product (see [Appendix B](#)). Policies and procedures for publishing works prepared by a Volunteer as part of the Volunteer's official duties are outlined in [SD 806, Publishing at the Smithsonian Institution and by Smithsonian Employees](#). Policies and procedures for inventions and discoveries developed by a Volunteer as part of their official duties are outlined in [SD102, Disclosing, Protection, and Commercializing Inventions](#).

## 15. INTELLECTUAL PROPERTY (continued)

A Volunteer's use of any Smithsonian intellectual property, whether or not it was created or developed by a Volunteer in the scope of the individual's Volunteer assignment, requires the Smithsonian's written permission prior to such use. Volunteers shall submit such requests to their supervisor, who will submit requests to the appropriate licensing or reproduction rights manager for approval. The OGC is available to advise managers regarding such requests.

## 16. PERSONAL EXPRESSION AND SOCIAL MEDIA

Volunteers represent the Smithsonian to the public and are perceived as speaking for the Smithsonian. For this reason, Volunteers should use good 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 the Volunteer 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 approval, particularly if the Volunteer otherwise refers to one's Volunteer position or association with the Smithsonian. Volunteers should refer to their Volunteer Supervisor for guidance.

Volunteer participation in social media is subject to [SD 814, Management of Official Smithsonian Social Media Accounts](#). Penalties for violating SD 814 may include the actions described in Section 21, Compliance and Remedial Action, below. Some relevant provisions of SD 814 are as follows:

- 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 account names or 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. Even though Volunteers may have access to non-public information and spaces through their assignment, it is prohibited to share non-public information on social media, regardless of whether the Volunteer's social media accounts are public or private.
- It is best to assume that comments and other postings will become public regardless of whether they are intended to remain private.

## 17. 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 service at the Smithsonian.

## 18. 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 *United States Code* [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.

## 19. 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 that might be contrary to the best interests of the Smithsonian. Such information includes PII, sensitive personally identifiable information (sPII), and any 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. For details on how personal information is protected at the Smithsonian, see [SD 118, Privacy Policy](#) and [Appendix A, Privacy Guidance for the Smithsonian's Institution-wide Volunteer Management Database](#).

## 20. LIABILITY

Volunteers shall exhibit professional conduct and behavior, respect others, and comply with the expectations and policies set forth in [SD 225, Anti-Harassment Policy](#); [SD 217, Workplace Violence Prevention Policy](#); and the [SI Civil Program Handbook](#). Additionally, Volunteers must cooperate in the enforcement of the [Equal Employment Opportunity \(EEO\) policy](#) as set forth in [SD 214, Equal Employment Opportunity Program](#), and the [Equal Opportunity Handbook](#). This information is also outlined in the [Equal Employment Opportunity Information](#) (link accessible only on Smithsonian network) documents that includes details on equal employment at the Smithsonian, reasonable accommodations, and EEO complaints information for Affiliated Persons. The Smithsonian Institution strives to provide a working environment that is free from discrimination and harassment for employees and

## 20. LIABILITY (continued)

Affiliated Persons (including Volunteers). Volunteers are subject to disciplinary action, including dismissal, for violating these policies or engaging in misconduct while on duty.

If a Volunteer is injured while engaging in official Volunteer duties, the Volunteer Supervisor shall submit a Federal Employees Compensation Act (FECA), 5 U.S.C. § 8101 et seq., claim for such injury, 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 claim under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b) and §§ 2671–2680 to the OGC, if the Volunteer believes their injury was caused by the negligent act of a Smithsonian employee.

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 may be covered by the FTCA. In addition, the Volunteers Protection Act of 1997, at 42 U.S.C. §§ 14503–04, may also limit a Volunteer's personal liability. Volunteer Supervisors are advised to contact the OGC regarding specific inquiries concerning the Smithsonian's or a Volunteer's liability in connection with a Volunteer's official Volunteer duties.

## 21. COMPLIANCE AND REMEDIAL ACTION

Failure by a Smithsonian employee, Volunteer Supervisor, or Volunteer to comply with one's responsibilities under these standards may be cause for remedial or disciplinary action. Such action may include a change in assigned duties, appropriate training, counseling, and/or dismissal in the case of employees or discontinuance of the Volunteer's service in the case of Volunteers, or any other action the Smithsonian deems appropriate. Volunteer Supervisors should notify the OVS when discontinuing service with a Volunteer and may be required to consult with and/or notify the OGC or the SI Civil Program as the situation warrants.

## 22. REFERENCES

[Equal Employment Opportunity \(EEO\) policy](#)

[Equal Opportunity Handbook](#)

[Equal Employment Opportunity Information](#) (Accessible only while on the Smithsonian network.)

[OVS Prism page](#) (Accessible only while on the Smithsonian network.)

[SD102, Disclosing, Protection, and Commercializing Inventions](#)

## 22. REFERENCES (continued)

[SD 118, Privacy Policy](#)

[SD 118, Privacy Program Handbook](#)

[SD 119, Privacy Breach Policy](#)

[SD 119, Appendix, Privacy Breach Reporting and Notification Process](#)

[SD 124, Protection of Minors](#)

[SD 205, Research Associates](#)

[SD 206, Emeritus Designations](#)

[SD 208 Appendix A, Privacy Guidance for the Smithsonian's Institution-wide Volunteer Management Database](#)

[SD 208 Appendix B, Volunteer Acknowledgement and Release](#)

[SD 208 Appendix C, Parent/Guardian Acknowledgement and Release for Volunteers Aged 14-17](#)

[SD 214, Equal Employment Opportunity Program](#)

[SD 217, Workplace Violence Prevention Policy](#)

[SD 224, Identity Management Program](#)

[SD 225, Anti-Harassment Policy](#)

[SD 312, Travel](#)

[SD 323, Use of Funds Handbook](#)

[SD 701, Smithsonian Institution Independent Fellowships](#)

[SD 709, Smithsonian Institution Interns](#)

[SD 806, Publishing at the Smithsonian Institution and by Smithsonian Employees](#)

[SD 814, Management of Official Smithsonian Media Accounts](#)

[SD 931, Use of Computers, Telecommunications Devices, and Networks](#)



## 22. REFERENCES (continued)

[SI Civil Program Handbook](#)

[SI Travel Handbook](#)

[Smithsonian Library and Archive's webpage](#)

[Standard Definition of Affiliated Persons](#)

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<b>SUPERSEDES:</b>	SD 208, August 21, 2018
<b>INQUIRIES:</b>	Office of Visitor Services (OVS)
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