DEPARTMENT OF HEALTH AND HUMAN SERVICES
Food and Drug Administration

OHI GUEST WORKER APPLICATION

Title	Last Name	First Name	Middle Name

Length of Stay	From *(mm/dd/yyyy)*	To *(mm/dd/yyyy)*	Gender ☐ Female ☐ Male

Social Security Number	Birth Date *(mm/dd/yyyy)*	E-mail

Present Address (Street Name)	P.O. Box #	Apartment #

City	State	Zip Code

Home Phone	Office Phone	Cell Phone

Place of Birth (City/State/Country)	Citizen of U.S. ☐ Yes ☐ No

Permanent Resident Alien ☐ Yes ☐ No	Citizen of: *(Country)*	Type of Visa	Visa Number	Visa Expiration Date *(mm/yy)*

EDUCATION

Name of Institution *(Attending / Receipt of Highest Degree)*

Institution Address (Street Name)

City	State	Zip Code	Country

GPA/Years of Study (or Classification) or Degree/Year Received

Field of Study / Major / Specialty

EMPLOYMENT HISTORY *(Please do NOT include Office of Health Informatics (OHI) appointment information)*

Dates of Employment	From *(mm/dd/yyyy)*	To *(mm/dd/yyyy)*

Position Title

Employer's Name

Employer's Address (Street Name / P.O. Box #)

City	State	Zip Code	Country

LIABILITY RELEASE AGREEMENT

I, _____ , of _____
(Print Name) *(Address)*

_____ , in consideration of the use of the Food and Drug

Administration research facilities located in _____

Room(s) _____ Bureau (or Office) _____ , Division

_____ for the period of _____ to _____

for the purpose of _____

_____ hereby agree as follows:

1. I absolve FDA of all liability which may result from my personal injury and/or death.
2. I absolve FDA of all liability which may result from damage to my equipment or failure of my research.
3. I will conduct myself and my research with care and comply with all safety regulations and procedures while using FDA facilities.
4. I will report all accidents regardless of how minor and regardless of whether or not it involves injury to my person, my property, or the property of FDA.

I have read this form carefully and fully understand its terms.

Guest Worker *(signature)*	Date *(mm/dd/yyyy)*
Parent or Legal Guardian, if a minor *(signature)*	Date *(mm/dd/yyyy)*
FDA sponsor/supervisor *(signature)*	Date *(mm/dd/yyyy)*
Division Director *(signature)*	Date *(mm/dd/yyyy)*
OHI Director *(signature)*	Date *(mm/dd/yyyy)*
Approved by *(signature)*	Date *(mm/dd/yyyy)*

GUIDELINES FOR PARTICIPATION AS A GUEST WORKER IN FOOD AND DRUG ADMINISTRATION

1. As a guest worker, I may have access only to information available under Agency's Freedom of Information regulation or derived from work I have been personally involved in or developed myself.

2. As a guest worker, I have the right to publish on the research I have performed. However, I agree to obtain advance clearance from the Food and Drug Administration in accordance with procedures which apply to FDA employees before I seek publication or otherwise divulge any information to the public.

3. I acknowledge receipt of a research notebook. I understand this notebook and the information contained in it is the property of the Food and Drug Administration and that I must maintain the notebook in the same manner as an FDA employee, e.g., noting observations in a legible manner, as well as any changes in observations as I follow the research protocol(s) or other guidelines for the project. I agree that I cannot cause the information contained in the notebook to be made public without appropriate clearance from the Food and Drug Administration.

4. _____ (or his designee) has clearly explained to me that
(OHI Director)
to participate as a guest worker I must completely waive the liability of the U.S. Government for all injuries incurred in connection with the research.

5. The guest worker agreement can be terminated by me at any time that I wish. Similarly, the Food and Drug Administration can terminate the agreement for the convenience of the Government. Any contemplated termination will be discussed in advance by:

_____
(Signature of appropriate Division or Branch Chief)
with

_____
(Signature of representative on non-FDA sponsoring organization)

I have read the above conditions and guidelines governing my association with the Food and Drug Administration as a guest worker and have had an opportunity to discuss and ask questions on these matters. I agree to comply with the conditions and guidelines.

Guest Worker *(signature)*	Date *(mm/dd/yyyy)*
Acknowledged by *(signature)*	Date *(mm/dd/yyyy)*

WHEREAS, _____

has applied to _____ ,

the Office of Health Informatics (OHI), FDA, to spend approximately _____ *(months/days)* as a Guest Worker for the purpose of (brief paragraph describing the work you will be doing)

_____

_____

_____

_____

_____

and

WHEREAS, _____
has requested permission of the Office of Health Informatics to perform research in OHI and has received permission to do such from their employer, sponsoring organization(s), parents/guardians or themselves if independent of and not associated with any of the above or other such entities or arrangements.

NOW, THEREFORE, in consideration of his/her acceptance as a Guest Worker, the assistance that he/she will thereby receive from the Office of Health Informatics, and other good and valuable considerations, _____ agrees as follows:

1. He/she will be bound by all the provisions of Executive Order 10096 dated January 23, 1950, and any orders, rules, regulations, or the like issued thereunder when FDA determines the rights of the Government and the Guest Worker in and to inventions conceived or first actually reduced to practice in performance of his/her work as a Guest Worker.
2. He/she will make written disclosure promptly to FDA of all inventions which are conceived or first reduced to practice during the term as a Guest Worker, and will sign and execute all papers necessary for conveying to the Government the rights to which the Government is entitled in accordance with the determination made under the provisions of Executive Order 10096.
3. He/she will submit manuscripts, book chapters, or other such documents prepared for publication describing the work done as a Guest Worker for clearance in conformance with the publication policies of FDA.
4. He/she waives all claims for compensation from the Government of the United States for any services performed as a Guest Worker, however, retains any and all rights that may accrue to them individually in connection with royalties or other considerations provided to the Government under patents or licensing agreements arising from their work during their Guest Worker term.
5. His/her activities on the premises of the FDA will at all times conform to the administrative instructions and requirements of the Department of Health and Human Services, FDA and OHI.

_____ _____

Guest Worker/Parent or Legal Guardian Date

Guest Worker's Employer/Date
(Sponsoring Organization)