

CHAPTER 6

DONATIONS, LOANS, AND EXCHANGES

A. BACKGROUND

1. General. This chapter contains policies and procedures pertaining to the donation, loan or exchange of excess and surplus property. For FEPP, see Chapter 9, Disposal of FEPP. Also contained here are specific instructions applicable to the various donees. All references to days are to calendar days unless otherwise specified,

2. Authority. Donations may be made only as authorized by the Congress and as specified by Part 101-44 of the FPMR. The Secretary of a Military Department may donate certain material not needed by the DoD to recipients authorized by statute. The donation of surplus property to an authorized donee is subordinate to any need for property by a Federal agency, but takes precedence over its sale or A/D.

3. Release of Government liability, DoD excess, surplus, and FEPP, is issued on an “as is-where is” basis. On a case-by-case basis, the use of “hold harmless” releases may be utilized, depending on the type(s) and/or quantities of property involved. Any certifications must be written in coordination with appropriate legal counsel,

4. Donation Restrictions

a. The following categories of property are not authorized for donation:

- (1) Controlled substances
- (2) Foreign purchased property
- (3) NAF property

b. Certain items require special processing for donations. The DoD 4160.2 1-M-1 and Chapter 4, Property Requiring Special Processing, prescribe procedures to be followed.

5. Authorized Donees. Eligible donees, not in any order of precedence, are as follows:

a. Ships’ sponsors and donors of property, including presentation of gifts to the Military Services,

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- b. States in major disaster areas.
- c. Public airports.
- d. Service Educational Activities (SEAS).
- e. Public agencies, eligible nonprofit tax-exempt educational and **public** health activities, programs **for** older individuals, and nonprofit providers of assistance to the homeless.
- f. Veterans' organizations, museums, historical societies or historical institutions of a State or a **foreign** nation and incorporated municipalities (10 USC 2572). ‘
- g. Public bodies.

B. COMPLIANCE WITH NONDISCRIMINATION STATUTES

1. Title VI of the Civil Rights Act of 1964 **provides that** no person in the United States shall on the grounds of race, color, **or** national **origin**, be excluded from participation in, be denied the benefits **of**, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. Title VI, section 606 **of** the Federal Property and **Administrative** Services Act of 1949, **as** amended, and Title IX of the Education Amendments of 1972 provides that no individuals shall, -- on the grounds of sex, be excluded from participation in, be denied the benefits **of**, or be subjected to discrimination **under** any program or activity carried on or receiving Federal **assistance** under the Act.

3. Section 504 of the Rehabilitation Act of 1975, as amended, provides that no otherwise qualified handicapped person shall, solely by reason of the handicap, be excluded **from** participation in, be denied the benefits **of**, or be **subjected to** discrimination under any program or activity receiving financial assistance.

4. Section 303 of the Age Discrimination” Act of 1973 provides that no **person** in the United States shall, on the **basis** of age, be excluded from participation in, be denied the benefits **of**, or be subjected to discrimination **under** any program or activity **receiving** Federal financial assistance ---

5. These laws apply to all of the donation programs covered by this chapter. Any complaints alleging violations **of** these Acts or any inquiries concerning the applicability of the-Acts, to the programs covered by this chapter, shall be referred as folio-ws;

- (a) Public airports to the Administrator, FAA.
- (b) SEA national organizations to HQ DLA, ATTN: **DLA-GC** and **DLA-MMLC**.
- (c) SEA schools to the applicable Military Service,
- (d) Public agencies and eligible nonprofit, tax-exempt activities, to the Director, Civil Rights Division, General Services Administration, Washington, DC 20406,
- (e) Material donated pursuant to the authority of 10 USC 2572, 10 USC 7308, 10 USC 7541, or 10 USC 7545 to the **Secretary** of the Military Department which authorized the donation.
- (f) In cases not covered by these instructions, or if it cannot be determined from the complaint or inquiry which department or agency is concerned, to HQ DLA, ATTN: **DLA-GC** and **DLA-MMLC**.

C. PUBLIC AGENCIES AND NONPROFIT EDUCATIONAL AND PUBLIC HEALTH ACTIVITIES

1. Under the “Act,” GSA is responsible for allocation of **donable** property among the SASPS and for monitoring State compliance with GSA guidelines for this program. Based on the guidelines provided by **GSA**, each SASP must have a State plan of operation which covers accounting for, storage, and security of its donable property,

2. SASPS are responsible for determining eligibility of applicants (as a public agency, a nonprofit educational or public health institution or organization, a program for older individuals, or nonprofit providers of assistance to the homeless) and for the fair and equitable distribution of donated property to eligible donees within that State, SASPS are **further** responsible for assuring that donated property is promptly used or released for other’s use and that donees comply with any terms or restrictions imposed on the donation. SASPS are required, insofar as practicable, when requested by the designated donee, to arrange for or provide shipment of the property from the Federal holding agency (such as a **DRMO**) directly to the recipient.

3. Property which has been donated but is needed for emergency or disaster assistance requirements, or no longer required by the SASP/donee, may be reissued to a Federal or state agency provided SASP/donee is reimbursed for the direct costs originally incurred in acquiring the property.

4. SASPS are listed in supplement 1, this manual,

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D. SERVICE EDUCATIONAL ACTIVITIES (SEAS)

1. General

a. Organizations which are of special interest to the armed services as authorized by the “Act” are eligible to receive donations of surplus property. Only DoD surplus may be donated to SEAS. Surplus property generated by Federal civil agencies is not eligible for donation to SEAS.

b. National organizations must be recommended (sponsored) by a Military Service and specifically approved by the **DUSD(L)**. Attachment 1, this chapter, is a listing of approved SEA national organizations. All nominations or requests for consideration as activities of special interest to the armed services (national organizations) shall be forwarded to the **DUSD(L)** by the Military Service having primary interest.

c. The sponsoring Military Service may authorize individual SEAS (non-National Organizations, e.g., Junior ROTC [**JROTC**]) without DUSD approval, Information on Military educational schools shall be maintained by the sponsoring Military Service.

d. DLA will prepare and maintain individual donation agreements with each national organization, These agreements will be signed by DLA and the national organization. The sponsoring Military Service/Training Coordinator will prepare donation agreements for each school. These agreements will be signed by the school and the sponsoring military service responsible for maintaining the agreement. In lieu of individual agreements, the Military/Training Coordinator may include donation agreement requirements as a normal part of the Service school’s eligibility requirements.

e. The following categories of educational activities have been determined to be of special interest to the Military Services.

(1) Military Schools Division--JROTC. The military schools division is composed of units at designated schools specifically authorized one of the following type units:

(a) Class Military Junior College (**MJC**): Units established at essentially military schools which provide college instruction, but do not confer baccalaureate degrees. These units require students to be habitually in uniform when on campus; organize their military students as Corps of Cadets under constantly maintained military discipline; have as their objectives the development of military students’ character by means of military training and the regulation of their conduct in accordance with the principles of military discipline; and, in general, meet military standards similar to those maintained at the Service academies. Additionally, these units accept and maintain the specifically designated program of instruction prescribed by the cognizant Service Secretary for this class of institution,

(b) Class Military Institute (MI): Units established at essentially military schools at the secondary level of instruction which meet the military training requirements of Class MJC.

(2) High Schools (Class HS)--Public or private secondary educational institutions which do not fall under the definition for Class MJC and MI schools, but which host a JROTC unit or a National Defense Cadet Corps (NDCC) unit.

(3) Naval Honor Schools (NHS) and State Maritime Academies (SMA).

(4) National Organizations

(a) Organizations which are responsible to the President and the Secretary of Defense and are designed to serve the educational, religious, social, welfare and recreational needs of members of the armed forces.

(b) Other organizations which are national in scope, and whose primary purpose is to offer courses of instruction devoted to the military arts and sciences.

(c) Authorization for organizations previously designated as having special interest to the armed services by competent authority, as listed in Attachment 1 this chapter, continue in effect,

2. Responsibilities

a. The Head of each designated SEA is responsible for the actions of its donee representatives, for ensuring compliance with all of the terms of its Donation Agreement, and for accomplishing the following actions:

(1) Before any on-site screening, assuring that its SEA representative(s) possesses a letter of authorization (original, not a copy) from its parent organization and a state-approved picture identification or a GSA Form 2946. The letter of authorization will be updated at least annually or as changes occur.

(2) Authorizing and requiring the use of SF 123 and, where applicable, SF 123-A, to apply for donations; approving or disapproving the SEA representative's selections; and **forwarding** approved applications to the applicable GSA Regional Office.

(3) Controlling donated items to assure that they are used only for valid SEA purposes or redistributing within the SEA donated items which are not needed by the original SEA recipient, and reporting items which are no longer needed for SEA purposes, as required by the Donation Agreement. (**NOTE:** Items which must be DEMIL'd shall be reported directly to a

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DRMO with a statement that the items are no longer needed and are being reported for DEMIL and disposition).

b. SEA Donee Representatives are responsible for:

(1) Possessing a letter of authorization from their parent organization and a state approved picture identification (or GSA Form 2946) and presenting it at designated DoD activities before on-site screening.

(2) Accomplishing screening for the SEA by contacting the DRMO and arranging for inspection of eligible items, tagging selected items, and preparing and submitting the donation application for approval by the head of the SEA (school or national organization, as applicable).

(3) **Certifying** that the surplus property requested is usable and necessary for the purpose requested and shall be used within 1 year **after** it is obtained, and that this use **shall** be in compliance with nondiscrimination statutes.

(4) **Informing** the DRMO of any disapprovals in order that the property being held may be released for **further** disposal consideration.

(5) In the case of national organizations only, **making** application for property which the SEA HQ has advised is available from excess property lists and presenting the SF 123 to the DRMO for release if and when the property becomes surplus.

(6) Preparing requests for items not listed in the Donation Agreement.

(7) Reporting donated property no longer needed by the donee to the SEA HQ for redistribution or disposal instructions.

(8) Disposing of donated property not needed for redistribution within the **SEA**, by the SASP, or the DRMO in accordance with specific instructions of the Head of the SEA and the terms of the Donation Agreement.

c. **DRMOs.** The DRMO Chiefs or their authorized representatives have the following responsibilities:

(1) Permit the authorized donee representatives of each SEA to screen excess, **surplus**, and FEPP.

(2) Sign the SF 123 as determining officer to indicate that the property requested is surplus and shall be held for the donee until receipt of necessary approvals.

(3) Ensure the SF 123 for requested surplus property is signed by the authorized donee representative of the individual school, club, or council, the SEA national office or HQ, and bears the approval of the applicable regional office of GSA. (See Chapter 4, Property Requiring Special Processing, for policy and procedures covering donations of aircraft, **aircraft** parts, and small arms.)

(4) Release property as prescribed in paragraph G, this chapter.

(5) Forward to the SASP of the State in which the property is to be used an **information** copy of the SF 123 or delivery document evidencing the issue of the property to the donee. A copy shall be **furnished**, when requested, to the national HQ of the SEA when donations are made to organizations having a separate national HQ office. The National Council, Boy Scouts of **America**, shall always be **furnished** such information copies reflecting transfers to Boy Scout activities. USAF ROTC HQ, 551 East Maxwell Blvd., Maxwell AFB, AL 36112-6106, shall always be finished a copy reflecting transfers to schools sponsored by USAF.

(6) Advise representatives of Federal civil agencies requesting property which has already been applied for by an authorized donee that their application to GSA Regional Office must contain information concerning the application.

d. DRMS is responsible for the operational oversight of the SEA donation program.

e. SASPS. SASPS have the following responsibilities with respect to donation of surplus property to SEAS,

(1) Retain copies of SF 123s or shipping documents of property released to specific donees or eligible SEAS.

(2) Review reports of unneeded donated property submitted by the SEAS for redistribution within the SASP donation programs.

(3) Provide redistribution instructions to the SEAS for property previously donated to, but no longer required by, these activities.

(4) **Notify** the **SEA**, in writing, of property which is not needed for redistribution.

f. GSA. GSA has the following responsibilities (see Supplement 2 for addresses of GSA Regional Offices):

(1) Provide regulations for overall conduct of the program.

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(2) Approve procedures under which the SEAS shall participate in the donation program.

(3) Approve or disapprove applications for donation in conformity with specific Donation Agreements and availability of requested property as surplus.

(4) **Notify** the SEA of specific action taken when an application for donation is disapproved and the reason for disapproval (Federal reutilization, nonconformity to the Donation Agreements, **etc**).

3, Donable Property

a. General. Designated SEAS may request surplus property falling within any of the FSGs/FSCs listed in the individual Donation Agreements of each of the SEAS. However, before donation, all such property shall be subject to the priority needs of other Federal requirement.

b. National Organizations. National organizations listed in attachment 1, are eligible to receive only those items listed in their individual Donation Agreements. Attachment 2 is a sample SEA National organization Donation Agreement. Special requests for items not listed within the applicable Donation Agreement shall be submitted for approval on an individual basis, through the national HQ of the requesting organization, to the Commander, Defense Reutilization and Marketing Service, 74 Washington Avenue N., Battle Creek, MI **49107-3092**.

c. Schools. **MJCs**, **MI**s, High Schools which host a **JROTC** or **NDCC** unit, are **NHSS** or **SMAS**, are authorized to receive only those items listed in their individual Donation Agreements. Special requests for items not listed within the applicable Donation Agreement should be submitted by the Head of the Educational Activity on SF 123, with justification, to the sponsoring Military **Service** for approval.

4. Breach of Condition of Donation or Failure to Comply. Violations of the conditions contained in a Donation Agreement may constitute grounds for revoking the eligibility of the SEA for **further** participation in the DoD donation program. Violations should be brought to the attention of HQ DRMS for necessary action. Any actions taken by DRMS will be coordinated through DLA-MMLC, for coordination with the affected Military Service.

5. Disposal of Donated Property. When donated property is no longer needed for use within the designated SEA, it shall be reported in writing to the SASP (in the State in which the property is located) for possible redistribution, except as noted in subparagraph **D2a(3)**. If the SASP does not need the property, the SEA shall be notified in writing, **after** which the property shall be referred by the SEA to the nearest DRMO for disposition consideration. Any expense

incident to returning property to a DoD installation shall be borne by the **donee**. Disposition of property **refused** by the SASP and by the **DRMO** shall be disposed of in accordance with the pertinent Donation Agreement.

E. PUBLIC AIRPORTS

1. General. The Administrator, **FAA**, has the responsibility for selecting property determined to be essential, suitable, or desirable for the development, improvement, operation, or maintenance of a public airport, as defined in the Airport and Airways Development Act of 1970 (49 USC 1711 (12)), or reasonably necessary to fulfill the immediate and foreseeable **future** needs of the grantee for the development, improvement, operation, or maintenance of a public airport, including property needed to develop sources of revenue from non-aviation businesses at a public **airport**.

2. Procedures. Public airports shall secure advance approval of donations by obtaining signatures of the applicable FAA Airport Branch Chief and by the GSA Regional Office on the requisition (SF 123).

F. IDENTIFICATION OF SCREENERS

1. All SEA screeners will present a valid driver's license, other state-approved picture identification or a GSA Form 2946 and a letter of authorization (original not a copy) from their parent **donee** organization. This letter of authorization will be updated at least annually or as changes occur. The sponsoring Military Service, in the case of schools, and **DRMS**, in the case of national organizations, **shall** assure that the above credentials are obtained and presented.

2. All other screeners such as those representing SASPS and public airports are required to be certified; that is, to present a valid GSA Form 2946, Screener's Identification Card. All screeners, having identified themselves and indicated the purpose of their visit, shall sign the Visitor/Vehicle Register and be allowed to effect donation screening only for the stated purpose.

3. Where necessary, a certified screener may choose a technical assistant to advise on complex screening selections. Such assistants must be advised that only the certified screener may obtain the property. Screener assistants and individuals arriving to remove donations previously approved by GSA (example: truck drivers) need not possess the **aforementioned** identification, however, **DRMOs** shall assure that donation releases are accomplished in accordance with instructions on the release document (SF 123) and that the receiving individual has been identified and has signed the **DRMS'** Visitor/Vehicle Register.

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G. SCREENING, REQUISITIONING, AND ISSUE PROCEDURES

1. Donation screening is authorized concurrent with **reutilization/transfer** screening. See Chapter 5, paragraph B 1.

2. Tagging and Requisitioning: Procedures shall be identical to those found in Chapter 5, paragraph C3.

3. When a prospective donee contacts a DRMO or military installation regarding possible acquisition of surplus property, the individual or organization shall be advised to contact the applicable SASP for determination of eligibility and procedures to be followed. The DRMOS shall provide assistance, including pertinent **information** available, to interested parties regarding availability of surplus property. Assistance regarding the availability of surplus property may be given by soliciting authorized recipients to visit DRMOS; by maintaining a record of authorized recipients' needs, and screening these needs against available surplus property; by extending maximum **practical** effort in locating property available to **satisfy** requests; or by other means as are feasible within the time period allowed. The procedures for return of FEPP to the United States for ultimate donation are covered in Chapter 9, Disposal of FEPP.

4. DRMOS shall release surplus property to authorized donees upon receipt of a properly completed and approved SF 123.

NOTE: The provisions of Chapter 5, paragraph B 1b (1) through (2) also apply to donation screening.

5. SEAS will obtain and prepare SF 123s for signature by their National HQ and GSA.

a. The SEA's representative prepares the transfer order (SF 123) [original with five copies], completing blocks 13a, b, and c, and sends the original copy to its national headquarters (or Military Service Training Coordinator), for signature.

b. The Head of the SEA (school or national headquarters) indicates approval by signing dock 13d of the SF 123, and entering the date in block 13e. The SEA then forwards the original and three copies of the SF 123 to the GSA Regional Office for the region in which the property is located, for signature; retaining the fourth copy for its files.

c. The GSA regional office completes blocks 14d, e, and f; retains one copy for its records; sends the original and one copy to the DRMO; and sends an informational copy to the appropriate state agency for surplus property.

d. The **DRMO**, upon receipt of the approved SF 123, signs blocks 14a, b, and c; and releases the property to the authorized SEA representative.

6. Direct Removal of Property. When the donee elects to pickup property from the **DRMO**, the individual must be properly identified. Upon arrival at the **DRMO**, the individual shall **identify** themselves, sign the DRMS Visitor/Vehicle Register, and indicate the purpose of their visit. SEA National Organizations shall present identification as prescribed in F 1 of this chapter. In the case of SEA non-National Organizations, the sponsoring Military **Service** shall provide the DRMO with a letter (original not a copy) **identifying** the accountable officer, or designee authorized to sign requisitions. The letter shall include the **full** name, activity, DoDAAC, telephone number, and address of individuals authorized **to** sign requisitions (SF 123) on behalf of the accountable officer. This letter will be updated at least annually.

7. All other donees, having properly identified themselves, may remove property upon **DRMOs** receipt of a **fully** executed SF 123.

a. All transportation costs shall be borne by the SASP or designated donee who is responsible for removing the property or for making arrangement with common carriers for its shipment. The DRMO may not act as agent or shipper. Until release, each DRMO is responsible for the care and handling of its property. Only direct costs of care and handling incurred in the actual packing, crating, preparation for shipment, and loading shall be paid by the SASP or designated **donee**. These costs shall be those actual or **carefully** estimated costs incurred by DoD activities for labor, material, or services used in accomplishing donation of property.

b. Advance payment for care and handling costs normally shall be required; however, State and local governmental units may be exempted from this requirement and authorized to make payment within 60 days from date of receipt of property. Advance payment, however, may be required in any case where there is a question with respect to prompt payment **after** billing, especially where there has been previous unsatisfactory experience.

8. Late Requests. Except under extreme circumstances, surplus property which has been made available for donation and not requested prior to the end of the Blue Light period, is not subject to donation after such property has been reported for sale and a solicitation was prepared in final format. Donees requesting property **after** it has been reported for sale shall be advised to submit their request to the Central Office, **GSA**, for coordination with DLA and final determination. If the request is approved, DLA shall advise DRMS that an approved SF 123 shall be provided through normal channels. Other donees requesting property after the end of the Blue Light period shall be advised that the property is no longer available for donation.

H. SPECIAL DONATIONS (GIFTS), LOANS AND EXCHANGES

1. Under 10 USC 2572, the Secretary of a Military Department or the Secretary of the Treasury, subject to regulation under 40 USC 486 and under department regulations, is permitted

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to lend, give or exchange for historical, ceremonial or display purposes, without expense to the United States, books, manuscripts, works of art, drawings, plans, models and condemned or obsolete combat material that are not needed by that department. Except for relevant records for aircraft and associated engines and equipment, (except for those authorized under 10 USC 2572) records of the Government may not be released.

a. The following types of organizations are authorized to receive loans and donations:

(1) Veterans' Organizations

(a) Posts or local units of recognized war veterans' organizations shall include the written approval of their national HQ with their applications for loan or donation of property.

1 Veterans's organizations must be sponsored by a Military Service, The Services approve organizations based on their size and purpose, the Services rendered to veterans, and the requirement that the organization be composed of honorably discharged American soldiers, sailors, **airmen**, Marines, or coast **guardsmen**.

2 Organizations seeking Service approval shall submit to the Service a statement that the veterans' organization is composed of personnel honorably discharged from the Service and the following information:

a Citation to, or a copy of, the act granting charter or recognition as a bona fide veterans' organization (Federal or State).

b Statement outlining the purpose of the association and the intended use of the requested property.

c Names, titles, and addresses of all officers.

d Copy of the last financial statement.

e Copy of the constitution or charter and by-laws of the association.

f Total membership.

(b) A local or national unit of any war veterans association of a foreign nation which is recognized by the national government of that nation (or by the government of one of the principal political subdivisions of that nation).

(2) Soldiers' Monument Associations

(3) Museums

(a) Types of Museums:

1 State Museum. A museum established and operated by any of the 50 State governments.

2 Incorporated Museum. An incorporated museum operated and maintained for educational purposes only, whose charter denies it the right to operate for a profit. (Must be chartered as a nonprofit educational museum by the State in which the facility is located and determined by the Internal Revenue Service to **qualify** for tax exemption.) Foreign Civilian museums must meet and equal or have similar standards under appropriate law.

3 Foreign Museums. A museum established and operated by a foreign nations's government or principal subdivision of that nation.

(b) Military Services shall ensure museums meet the following criteria:

1 Meet state (or equivalent foreign national) criteria of a state or incorporated, not for profit museum,

2 Have an existing facility suitable for the display and protection of the type of property desired for loan or donation. If the requester has a facility under construction which will meet those requirements, interim eligibility may be granted when the project can reasonably be expected to meet the requirement in terms of item and configuration.

3 Have a professional staff which can care for and accept responsibility for the loaned or donated property,

4 Have assets which, in the determination of the loaning/donating service, indicate the capability of the loanee/borrower to providedthe required care and security of historical property.

5 The Curator of a Military Service shall maintain an official record of all DoD material on loan to an approved museum.

NOTE: The individual Military Services may establish different eligibility requirements dependent upon the unique nature of the specific historical armored vehicles, **aircraft**, vessels, etc.).

(4) Municipal Corporation. A city, borough, or incorporated town

(5) A Post of Sons of Veterans Reserve

(6) Historical Societies or Historical Institutions of a State or Foreign Nation.

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(7) A Local or National Unit of any War Veterans' Association of a Foreign Nation which is recognized by the National Government of that Nation.

b. Responsibilities

(1) The Military Services

- (a) Determining the eligibility of organizations.
- (b) Limiting donations, loans or exchanges to authorized property
- (c) Approving the loan, donation or exchange.
- (d) Establishing controls for determining compliance by the recipient organization with the display, security, and usage criteria provided for in the loan, donation or exchange agreement.
- (e) Providing pertinent disposition instructions to the recipient organization when property is no longer needed or authorized for continued use.
- (f) Issuing Service guidance establishing conditions for making donations, loans or exchanges.
- (g) Resolving rival claims for the same property.
- (h) Processing requests for variations from the original agreement.

(2) DLA: Assisting the Military Services, as **necessary**, in locating and processing required property to **satisfy** approved needs under this program from DRMO assets. The requesting Military Service may requisition these assets on a DD Form 1348-1A.

(3) Eligible recipient organizations: Locating and requesting the property they desire to obtain. Attachment 6 identifies Military Service offices accepting requests. Occasionally it may be **necessary** for DoD personnel to assist the recipient organization in locating a specific type of property. In these cases, DRMS' screening systems are available for use by the **Military Services** in locating property.

c. Procedures. The Secretaries of the Military Departments are responsible for establishing regulations and procedures governing loans, donations, and exchanges. The following minimum requirements provide uniformity in concepts and documentation:

(1) General

(a) Ensure all correspondence from organizations regarding loans donations or exchanges of property be signed by an individual authorized to obligate their organization to the responsibilities in accepting a loan, donation or exchange. For example, requests from museums should be signed by the Director/Curator; requests **from** municipalities should be signed by the City Manager, Mayor, etc.

(b) Determine, within the stipulations of the law, those items of property that are appropriate for loan, donation or exchange by their respective Service.

(c) Ensure appropriate personnel DEMIL the property as prescribed in DoD 4160.2 1-M- 1, before release to the donee. However, in the case of aircraft, if standard **DEMIL** criteria cannot be applied without destroying the display value, specific **DEMIL** actions (such as **aircraft** structural cuts) may be delayed. The recipient organization must agree to assume responsibility for the property **DEMIL** action, at no cost to the Government, when the item is no longer desired or authorized for display purposes.

(d) Loan, donate or exchange property on an “as is, where is” basis. Ensure that the recipient organization is aware of and agreeable to paying **all** costs incident to preparation, handling, and movement of the property. Property may not be repaired, modified or changed at Government expense over and above normal preparation for handling and movement, even if reimbursement is offered for services rendered. Property may not be moved at Government expense to a recipient’s location or to another location closer to the recipient to prevent or lessen the recipient organization’s processing or transportation costs. No charge shall be made for the property itself but all actions relating to physical processing of the property for the loan or donation shall either be accomplished by or arranged for by the recipient organization. The recipient organization shall pay all applicable charges before release of the property.

NOTE: The Military Services may, without cost to the recipient, DEMIL, prepare, and transport in the CONUS for donation to a recognized war veterans’ association an item authorized for donation under 10 USC 2572, if the Military Service determines the **DEMIL**, preparation, and transportation can be accomplished as a training mission without additional budgetary requirements for the unit involved.

(e) Before an item can be loaned, donated, or exchanged, it must be recorded as an asset on the books of the activity intending to consummate the transaction. Accountable records must be maintained in accordance with appropriate DoD and service regulations.

(f) Coordinate with the DoS before a donation, loan or exchange is formalized with a foreign museum that qualifies under the provisions of 10 USC 2572.

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(g) Ensure proper documentation is finalized before the release of any property to an authorized recipient. An official authorized to obligate the organization shall sign agreements substantially in the formats in Attachments 3 and 4 and a Certificate of Assurance of Compliance with the DoD Directive (DoDD) under Title VI of the Civil Rights Act of 1964 (see Attachment 5). If the property is a MLI/SLI, the releasing activity will obtain an end use certificate and ensure the recipient is cleared by the DoD TSC Office,

(h) Establish a system to accomplish a yearly check on the loaned, donated or exchanged property to ensure it is being used for the requested and approved purpose; is being maintained and protected in accordance with the agreement; and that the recipient organization still desires to retain the property. The Military Semites may establish and accomplish this annual check by any method considered appropriate and economically feasible by the Military Service but should provide reasonable assurance that the recipient organization is **fulfilling** all agreed to responsibilities. For example, this check may be a statement from the recipient organization certifying that all conditions of the initial agreement are being met, However, if the service considers it necessary or desirable to perform a surveillance visit to the recipient organization to determine the situation, the Service may request the assistance of the nearest qualified DoD organization. The requesting organization shall clearly **identify** the assistance needed. The requesting organization may have to reimburse for this assistance in cases where the surveillance would affect the mission of the organization conducting the visit. The assisting activity shall **furnish** results of the visit to the requesting organization for proper action.

(i) Maintain an official record of **all** DoD material on donation, loan or exchange agreements, including, as a minimum, the original agreement, any revisions, certificates of assurance of compliance with the DoDD under Title VI of the Civil Rights Act of 1964, end use certificates, and results of the **I&R** check.

(2) Donations made under this authority (10 USC 2572) shall be accomplished by use of the Conditional Deed of **Gift** (Attachment 4) with applicable supplements (such as, Attachments by commodity).

(3) Loans of property made under this authority shall be accomplished by use of the Standard Loan Agreement (Attachment 3). The concept and examples of supplemental requirements outlined for donation in subparagraph H1c(1)(b) are equally applicable for consideration in loan agreements.

(4) Exchanges (Trades). Each military department will establish internal procedures governing exchange transactions by its museums taking into account the following:

(a) Exchanges may be made only for the direct benefit of the department's historical collection and associated educational programs, to include items that are not needed by

the armed forces (emphasis added) for any of the following items or services:

- 1 Similar items held by any individual, organization, institution, agency or nation;
- 2 Conservation supplies, equipment, facilities, or systems;
- 3 Search, salvage, or transportation services;
- 4 Restoration, conservation, or preservation services;
- 5 Educational programs.

(b) Each military department will establish a process (e.g., a council or other means suitable to the department) to review and approve proposed exchanges that incorporates legal and financial staff review independent of the museum involved. Personnel directly involved in museum operations shall not act as sole approving authority for any exchange transactions.

(c) Normally the monetary value of the items or services received by a museum must be equal to or greater than the **monetary** value of the items transferred. Each department should establish a process for ascertaining the value of items given and received in exchange transactions. However, the Secretary of the department may waive the equal value rule when the exchange will significantly enhance the department's historical collection. Approval of exchanges may be delegated at the discretion of the Secretary, and is encouraged for low-dollar transactions.

(d) Items may not be exchanged until a determination is made that the item is not needed for operational requirements by another military service. If the council or similar staff review process considers it unlikely the item in question will be needed by another military service, screening may be omitted. A museum of one military service may not acquire for the purpose of exchange historical items being screened by another military service museum.

(e) Normally, any costs related to exchanges of condemned or obsolete combat materiel are to be borne by the recipient. Military departments should also avoid stockpiling condemned or obsolete combat materiel in anticipation of **future** exchanges. Items excess to those that can be exchanged within a 2-year period should be processed for disposal.

(f) Exchanges of property under this authority shall be accomplished by use of the Standard Exchange Agreement (Attachment 7). The concept and examples of supplemental requirements outlined for donation in subparagraph H 1 c(1)(b) are equally applicable. Exchange agreements constitute a conditional transfer of title. Military service museums must ensure:

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1 Property proposed for exchange is excess to DoD requirements.

2 Exchanged property has been **fully DEMIL'd** unless a waiver to **DEMIL** has been obtained from DoD through DLA.

(g) The **military department** must **notify** exchange recipients that DoD cannot **certify** aircraft, components, or parts as airworthy. Aircraft, components, or parts must be certified by the FAA as airworthy before being returned to flight usage. If they are available, appropriate log books and maintenance records must accompany the aircraft and **FSCAP**. If such documentation is not available, or if the aircraft or **FSCAP** have been crash-damaged or similarly compromised, the aircraft, components, or parts may not be exchanged. This limitation does not apply if recipients intend only to display the items.

(h) Careful consideration will be given to the adverse market impact that may result **from** the exchange of certain items. The military department should consult with outside organizations for market impact advice, as appropriate.

(5) There are circumstances when the Military Services may elect to donate property without conditions, for example, when the administrative costs to the Military Service to perform yearly checks would exceed the value of the property. Unconditional donations are restricted to books, manuscripts, works of art, drawings, plans and models, and historical artifacts valued at less than \$10,000 that are not **MLI/SLI**. The Unconditional Deed of Gift can be found at Attachment 8.

(6) Combat material or items requiring **DEMIL** shall be donated conditionally. Condemned or obsolete combat material and items requiring **DEMIL** will be donated using only the Conditional Deed of Gift found at Attachment 4.

2. Under 10 USC 4683, the Department of the Army may donate to recognized veterans' organizations or incorporated municipalities obsolete or condemned rifles for use in parades, ceremonies, or rites. Rifles donated to any one post, local unit or municipality for ceremonial purposes are limited by statute to not more than 10 rifles. If the rifles cannot be made available on receipt of the application for donation, the request shall remain on file and valid for a 1-year period. If it cannot be filled at the end of 1 year, the request shall be canceled and the requester notified accordingly.

3. Under 10 USC 7545, the Secretary of the Navy may donate or loan captured, condemned, or obsolete ordnance material, books, manuscripts, works of art, drawings, plans, models, trophies and flags, and other condemned or obsolete material, as well as material of historical interest, to any State, Territory, **Commonwealth**, or possession of the United States and political subdivision or municipal corporation **thereof**, the District of **Columbia**, libraries, historical

societies, educational institutions whose graduates or students were in World War I or World War II, as well as those organizations listed in subparagraphs H1 a(1) through H1 a(7).

a. Loans and donations made under this authority shall be subject to the provisions of subparagraph H1 c.

b. If the materiel to be loaned or donated is of historic interest, the application shall be forwarded through the Navy Curator.

c. Donations made under this authority must be referred to the Congress.

d. Donations and loans made under 10 USC 7545 shall be accomplished by the use of a Conditional Deed of **Gift** (Attachment 4).

4. Under 10 USC 2547, the Secretary of a military department may provide bedding in support of homeless shelters that are operated by entities other than the DoD. Bedding may be provided to the extent that the Secretary determines the donation will not interfere with military requirements,

5. Under 10 USC 7308, the Secretary of the Navy, with approval of Congress, may donate obsolete, condemned, or captured Navy ships, boats, and small landing craft to the States, Territories, or possessions of the United States, and political subdivisions or municipal corporations **thereof**, the District of Columbia, or to associations or corporations whose charter or articles of agreement denies them the right to operate for profit. The Navy restricts the use of donated vessels for static display purposes only (that is, as memorials or museums).

a. Applications for ships, boats, and small landing **craft** shall be submitted to the Commander, Naval Sea Systems Command (**NSEA 00DG**), 2531 Jefferson Davis Highway, Arlington, VA 22240-5160. Before submission of an application, the applicant must locate a vessel which is in a donable status and available for transfer.

b. Each application shall contain the following information:

(1) Type of vessel desired, or in the case of combatant vessels, the official Navy identification of the vessel desired.

(2) Statement of the proposed use to be made of the vessel and where it will be located.

(3) Statement describing and **confirming** availability of an applicable berthing site and the facilities and **personnel** available for use in maintenance of the vessel.

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(4) Statement that the applicant agrees to maintain the vessel, at its own expense, in a condition satisfactory to the Department of the Navy, in accordance with instructions which the Department may issue, and that no expense shall result to the United States as a consequence of such terms and conditions prescribed by the Department of the Navy.

(5) Statement that the applicant agrees to take delivery of the vessel “as is, where is” at its berthing site and to pay **all** charges incident to such delivery, including without limitation preparation of the vessel for removal or tow, towing, insurance, and berthing or other installation at the applicant’s site.

(6) Statement of financial resources currently available to the applicant to pay the costs required to be assumed by a **donee** in the event a vessel is donated. The statement should include a summary of sources and amounts of annual income and annual expenditures exclusive of estimated costs that would be attributable to the requested vessel so as to permit an evaluation of **funds** that will be available for upkeep of the vessel. In the event the applicant will rely on commitments of donated services and materials for maintenance and use of the vessel, such commitments must be described in detail.

(7) Statement that the applicant agrees that it shall return the vessel, if and when requested to do so by the Department of the Navy, during a national emergency, and shall not, without the written consent of the Department, use the vessel other than as stated in the application or destroy, transfer, or otherwise dispose of the vessel.

(8) If the applicant asserts that it is a corporation or association whose charter or articles of agreement denies it the right to operate for profit, a properly authenticated copy of the charter, certificate of incorporation, or articles of agreement made either by the Secretary of State or other appropriate officials of the State under the laws of which the applicant is incorporated or organized or other appropriate public official having custody of such charter, certificate or articles; and a copy of the organization’s bylaws. If the applicant is not incorporated, the citation of the law and a certified copy of the association’s charter under which it is empowered to hold property and to be bound by the acts of the proposed signatories to the donation agreement.

(9) If the applicant is not a State, Territory, or possession of the United States, a political subdivision or municipal corporation **thereof**, or the District of Columbia, a photo static copy of a determination by the Internal Revenue Service that the applicant is exempt from tax under the Internal Revenue Code,

(10) A notarized copy of the resolution or other action of its governing board or membership authorizing the person signing the application to represent the organization and to sign on its behalf for the purpose of acquiring a vessel.

(11) A signed copy of the “Assurance of Compliance” with the DoDD under Title of the Civil Rights Act.

(12) Statement that the vessel shall be used as a static display only for use as a memorial or museum and no system aboard the vessel shall be activated or permitted to be activated for the purpose of navigation or movement under its own power.

(13) Statement that the galley may not be activated for the purpose of serving meals.

c. Upon receipt, the Navy shall determine the eligibility of the applicant to receive a vessel by donation. If eligible, the formal application shall be processed and notice of intention to donate presented to the Congress as required by 10 USC 7308, provided the applicant has presented evidence satisfactory to the Government that the applicant has adequate financial means to assure its ability to accomplish all of the obligations required to be assumed under a donation contract. The Navy shall have authority to donate only **after** the application has been before the Congress for a period of 60 days of continuous session without adverse action by the Congress.

d. **All** vessels, boats, and service craft, donated under 10 USC **7308** shall be used as static displays only for use as memorials and cannot be activated for the purpose of navigation or movement under its own power. Donations of vessels under any other authority of this chapter are subject to certain inspection and certification requirements. Applicants for vessels or service **craft** shall be advised, in writing by the office **taking** action on the applications, that should their request be approved, and before operation of the vessel or service **craft**, one of the following stipulations shall apply:

(1) “The donee agrees that if the vessel is 65 feet in length or less, it may not be operated without a valid Certificate of Inspection issued by the Coast Guard, while carrying more than six passengers, as defined in 46 USC 390a. ”

(2) “The donee agrees that if the vessel is more than 65 feet in length, it may not be operated without a valid Certificate of Inspection issued by the Coast Guard. ”

6. Under 10 USC 7546 and subject to the approval of the Navy Curator, the nameplate or any small article of a negligible or sentimental value from a ship maybe loaned or donated to any individual who sponsored that ship provided that such loan or donation shall be at no expense to the Navy.

I. **DISPOSITION.** Material no longer desired or authorized for continued use by a recipient organization shall be disposed of as follows:

1. The **Military Service** shall advise the recipient organization if it wants to repossess the property. Regardless of the determination made, care shall be taken to ensure the recipient

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organization **fulfills** its responsibility to finalize the disposition action at no cost to the Government. Repossession of the property shall be governed by the property's historical significance, its potential for use in behalf of other requests, or its estimated sale value, if sold by DoD. Whenever action is taken to repossess the property the disposition shall be properly documented and copies of the documentation shall be retained for record purposes by the donor /lender.

2. Based upon type of property, its location, etc., it is not always feasible to require the physical movement of the property to the nearest **DRMO**. In these cases, the owning **Military Service** may elect to work with DRMS for receipt and sale in place when economically feasible,

3. Return of Property Donated by the Navy: Subject to the approval **of** the Curator for the Department of the Navy, any article, material, or equipment, excluding silver service, loaned or donated to the naval service by any person, State, group, or organization maybe returned to the lender or donor (Authority: 10 USC 7546). When the owner cannot be located after a reasonable search or if, **after** being offered the property, the owner states in writing that the return of the property is not desired, the property shall be disposed of in the same manner as other surplus property.

J. DISASTER ASSISTANCE FOR STATES

1. General. The Disaster Relief Act of 1974 (**P.L. 93-288**), authorizes Federal assistance to States, local governments, and relief organizations. Upon declaration by the President of an emergency or a major disaster, the Act is usually invoked upon notification to Federal agencies and States by the Federal Emergency Management Agency (**FEMA**). The term "State" in this case includes the United States, American **Samoa**, Guam, Puerto Rico, **TTPI**, and the **Virgin Islands**. When a major disaster or emergency is declared, the Governor of the affected State shall designate a State coordinating officer to coordinate State and local disaster assistance efforts with those of the Federal Government.

2. Surplus personal property maybe donated to States for use or distribution for emergency or major disaster assistance purposes. Such uses may include among other things the restoration of public facilities which have been damaged as well as the essential rehabilitation of individuals in need of major disaster assistance. All donations of surplus personal property for major disaster assistance must be approved by GSA. Federal assistance under the Disaster Relief Act of 1974 is terminated upon notice to the Governor of the State by the Associate Director, or at the expiration of time periods prescribed in FEMA regulations, whichever occurs first.

SEA NATIONAL OFFICES

American National Red Cross
17th and D Streets NW
Washington, DC 20006

Armed Services YMCA of the USA
6225 Brandon Avenue, Suite 215
Springfield, VA 22150-2510

Big Brothers/Big Sisters of America
230 North 13th Street
Philadelphia, PA 19107

Boys and Girls Clubs of America
771 First Avenue
New York, NY 10017

Boy Scouts of America
1325 Walnut Hill Lane
Irving, TX 75038-3096

Camp Fire, Inc.
4601 Madison Avenue
Kansas City, MO 64112-1278

The Center for Excellence
In Education
7710 Old Springhouse Road
McLean, VA 22102

Girl Scouts of the United States of America
420 5th Avenue
New York, NY 10018-2702

Little League Baseball, Inc.
Williamsport, PA 17701

National Association for Equal Opportunity
In Higher Education
2243 Wisconsin Avenue NW
Washington, DC 20007

National Ski Patrol System, Inc.
133 South Van Gordon Street, Suite 100
Lakewood, CO 80228

U.S. Naval Sea Cadet Corps
2300 Wilson Boulevard
Arlington, VA 22201

United Service Organizations, Inc.
601 Indiana Avenue
Washington, DC 20004

National Civilian Community Corps
1100 Vermont Avenue, NW
Washington, DC 20525

United States Olympic Committee
1 Olympic Plaza
Colorado Springs, CO 80909-5760

National Director
Young Marines of the Marine Corps
P.O. Box 70735, Southwest Station
Washington, DC 20024-0735

American Cadet Alliance, Inc.
Commandant of the Marine Cadet Corps
Headquarters Marine Cadet Corps (COS-1)
Post Office Box 90
Fort Monmouth, NJ 07703-0090

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President--Board of Directors
Marine Cadets of America
USN &MC Reserve Center
Fort Nathan Hale Park
New Haven, CT 06512-3694

Corporation for the Promotion
of Rifle Practice and Firearms Safety
6551 **Loisdale** Court
Suite 714
Springfield, VA 22150

SAMPLE DEPARTMENT OF DEFENSE DONATION AGREEMENT

Pursuant to Section 2030)(2) of the Federal Property and Administrative Services Act of 1949, as amended (40 U. S .C. 4840)(2)), and authority delegated thereunder, the National Organization **hereafter** referred to as the _____ has been designated as an educational activity of special interest to the Armed Services. As a result of this designation, the _____ is eligible to receive donations of Department of Defense surplus personal property which may be determined usable and necessary for its program in accordance with procedures and conditions prescribed by the Director, Defense Logistics Agency.

The types of surplus personal property of the Department of Defense which the _____ is eligible to receive are limited to those listed on the Attachment to this Agreement. Exceptions to the list will require justification and agreement between the _____ and the Director, Defense Logistics Agency, All costs of care, handling, and transportation of property designated for donation to the _____ will be borne by the _____ Periodic reviews will be performed by the _____ in order to ascertain that the property received is being properly used and is still required for its program.

At such time as donated property is no longer needed for use by the _____ such property will be reported in writing to the State Agency for Surplus Property in the State in which the property is located, If the State Agency does not require the property, the _____ will report the property to the nearest Department of Defense disposal activity. Property refused by the State Agency and by the Department of Defense disposal activity will be disposed of in accordance with regulations of the _____ Proceeds realized from such disposition will be deposited in a central fund administered by the and used in furtherance of their program. The _____ will provide the Director, Defense Logistics Agency with an annual report indicating the acquisition value of property acquired pursuant to this Agreement, the acquisition value of property disposed of, and the returns realized from such dispositions.

This Agreement may be terminated at any time by either party upon serving of notice on the other, Such termination will not in any way affect the obligations of the _____, as established by this Agreement in connection with property donated prior to its termination.

SAMPLE STANDARD LOAN AGREEMENT

Reference: Chapter 6, Paragraph H

By this agreement, made as of _____ between the United States of America, hereinafter
date
called "the Government, "represented by, _____, hereinafter called "the Lender,"
(name/title of **Service representative**)
and _____, hereinafter called "the Borrower," incorporated and
(name of Municipality, non profit organization, etc.)
operating under the laws of the State of _____ and located at _____; and,

Pursuant to Public law 80-421 (1 O USC 2572), the Government hereby loans
to _____ the following property: _____ for the period
commencing _____ and ending _____ with an option for annual renewal.

The Borrower has applied in writing by letter dated _____ for the loan of the above
property, and hereby agrees to accept it on **an** "as is where is" basis, to be responsible for all
arrangements and to assume and pay **all** costs, charges and expenses incident to the loan of this
property, including the cost of preparation for transportation
from _____ to _____, of disassembly, packing, crating, handling,
(location of **property**) (**destination**)
transportation, and other actions incidental to the movement of the loaned property to the
Borrower's location; and,

The Borrower shall obtain no interest in the loaned property by reason of this agreement and
title shall remain in the lender at all times; and,

The Borrower agrees to use the loaned property in a **careful** and prudent manner, not, without
prior permission of the lender, to **modify** it in any way which would alter the original form, design,
or the historical significance of said property, to perform routine maintenance so as not reflect
discredit on the Lender, and to display and protect it in accordance with the instructions set forth
in Attachment , incorporated herewith and made part of the Loan Agreement; and,

The Borrower agrees to accept physical custody of the property within _____, after
(period of time)

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execution of this agreement, to receipt to the Lender for said property on assuming custody of it to place it on exhibit within _____, and to report annually to the Lender on the
(period of time)
condition and location of the property.

The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances without the prior written approval of the Lender; and

The Borrower agrees to **indemnify**, save harmless, and defend the Lender from and against all claims, demands, action, liabilities, judgments, costs, and attorney's fees, arising out of claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property; and,

The Borrower agrees to allow the authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement; and

The Borrower agrees to return said property to the Lender on termination of this Loan Agreement or earlier, if it is determined that the property is no required, at no expense to the Lender.

The failure of the Borrower to observe to observe any of the conditions set forth in the Loan Agreement and the Attachment(s) thereto shall be sufficient cause of the Lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray **all** maintenance, freight, storage, crating, handling, transportation, and other charges attributable to such repossession.

Executed on behalf of the Lender this _____ day of _____, 19, _____ a t _____

United States of America

by: _____

Title: _____

Agency: _____

Address: _____

The Borrower, through its authorized representative hereby accepts delivery of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above.

Executed on behalf of the Borrower, this _____ day of _____, 19____, at _____

(Name of Borrower Organization)

By: _____

Title: _____

Address: _____

SAMPLE CONDITIONAL DEED OF GIFT

REFERENCE CHAPTER 6, Paragraph H

THIS AGREEMENT made as of _____ between the UNITED STATES OF AMERICA (Hereinafter called the "Government" or the donor") represented by _____ (hereinafter called "the donee" operating under the laws of the State of _____ located at _____

WITNESSETH:

The Secretary is authorized by 10 USC 2572 to transfer by gift or loan, without expense to the United States and on terms prescribed by the Secretary, any obsolete combat property not needed by the Department. Donee is eligible under the terms of 10 USC 2572.

The donee has applied in writing by letter dated _____ for a _____ and has agreed to assume and pay all costs, charges, and expenses incident to the donation including the cost of any required **DEMIL** and of preparation for transportation to _____

The Government agrees (a) to release _____ (b) to **notify** the donee of the available date sufficiently in advance thereof to enable the donee to make necessary arrangements for acceptance.

The donee agrees to accept it on an "as is where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the donor, arrange and pay for disassembly, packing, crating, handling, transportation, and other actions as necessary for the movement of the donated property to the donee's location.

The donee shall use the donated property in a **careful** and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance and use will not discredit the donor. Display instructions are set forth in Attachment _____ and are incorporated and made part of this Conditional Deed of **Gift**. The donee also agrees to not use the donated property as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances without the prior approval of the donor.

The donee shall **indemnify**, save harmless, and defend the donor from and against all claims,

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demands, action, liabilities, judgments, costs, and attorney's fees, arising out of claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the donated property.

The donee agrees to allow the authorized representatives of the Government access to the donee's records and facilities to assure accuracy of information provided the donor and compliance with the terms of this Conditional Deed of Gift.

Title is transferred on special condition that the _____ will not be transferred or otherwise disposed of (including re-donation) without the written consent of the donor. If disposition by any method (including re-donation) without consent of the donor is attempted, title to the property is subject to forfeiture and the Government may require return of the property by the donee or may repossess the property from whomever may have possession thereof and the donee shall bear all expense of return and repossession as well as all storage costs.

Upon the failure of the donee to observe any of the conditions set forth in the Conditional Deed of Gift and Attachment thereto, title to the donated property shall revert to and vest in the donor. Repossession of all or any part of the donated property by the donor shall be at no cost or expense to the donor, and the donee shall pay all maintenance freight, transportation, and other charges attributable to such possession,

When the _____ is no longer needed by the donee, disposition instructions will be requested from the donor. All costs of disposition will be borne by the donee.

Subject to the conditions set forth above, title to the property shall vest in the donee upon receipt of written acceptance hereof the above.

Executed on behalf of the Lender this _____ day of _____, 19, a t _____

United States of America

by: _____

Title: _____

Agency: _____

Address: _____

The donee, through its authorized representative hereby accepts title to and delivery of the donated property subject to the conditions in the Deed of **Gift** set forth above.

Executed on behalf of the donee, this _____ day of _____, 19_____, at _____

(Name of donee Organization)

By: _____

Title: _____

Address: _____

SAMPLE ASSURANCE OF COMPLIANCE

_____ hereinafter called "Applicant-Recipient")
(name of applicant)

HEREBY AGREES THAT in compliance with Title VI of the Civil Rights Act of 1964, Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, no person shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-recipient receives a donation from the _____ and HEREBY
(applicable Military Service)

GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

This agreement shall continue in effect during the time the Applicant-Recipient retains ownership, possession, or control of the donated property. Further, the Applicant-Recipient agrees and assures that its successors and/or assigns shall be required to give an assurance similar to this assurance as a condition precedent to acquiring any right, title, or interest in and to any of the property donated herein.

THIS ASS URANCE is given in consideration of and for the purpose of obtaining donation of Federally owned property pursuant to _____ consisting of the following items:
(cite applicable statute)

(use additional sheet if space is not adequate)

(quantity and description of donated property)

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The Applicant -Recipient recognizes and agrees that such Federal donation shall be made in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance.

THIS ASSURANCE is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient,

(Date)

(Applicant-Recipient)

By: _____
(President, Chairman of the Board,
or comparable authorized official)

Ad _____

**MILITARY SERVICE CONTACT POINTS FOR LOAN,
DONATION OR EXCHANGE OF PROPERTY**

Reference Paragraph H, 5a(10)b

A. ARMY:

1. Army aircraft:

Commander
U.S. Army Aviation and Troop Support Command
4300 Goodfellow Blvd.
ATTN: **AMSAV-Z**
St. Louis, MO 63120-1798

2. Army field artillery pieces, rifles, blank ammunition, mortars and similar equipment:

Director of Armament and Chemical Acquisition
and Logistics Activity
ATTN: **AMSTA-AC-ASI**
Rock Island, IL 61299-7630

3. Army tanks and other combat vehicles

Commander
U. S. Army Tank Automotive and Armament Command
ATTN: **AMSTA-FRM**
Warren, MI 48397-5000

4. Army equipment not specifically listed:

Center of Military History
ATTN: **DAMH-MDP**
1099 14th Street NW
Washington, DC 20005-3402

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B. NAVY:

1. Navy and Marine Corps **aircraft**, air launched missiles, aircraft engines, and aviation related property:

Commanding Officer
Navy Aviation Supply Office
ATTN: Code-03432-06
700 Robbins Ave.
Philadelphia, PA 19111-5098

2. Obsolete or condemned Navy vessels for donation as **memorials**, Navy major caliber guns and ordinance; and shipboard material:

Commander
ATTN: NAVSEA-OOD, NC#3
Naval Sea Systems Command
2531 Jefferson Davis Hgwy.
Arlington, VA 22242-5160

C. AIR FORCE:

1. Air Force aircraft and missiles (to recipients other than a museum):

AMARC/LG-2
4950 S. Safford St.
Davis Monthan AFB AZ 85707-4366

2. Air Force aircraft, missiles or any other items authorized for donation for display purposes to a museum recipient:

USAFM/MU
1100 Spaatz St,
Wright- Patterson AFB, OH 45433-7102

NOTE: The USAF Museum operates a loan program only. Donations are not offered.

3. Any other Air Force item authorized for donation for display purposes (to recipients other than a museum):

HQ AFMC/LGID
4375 **Chidlaw** Rd., Suite 6
Wright-Patterson AFB, OH 45433-5006

D. MARINE CORPS:

1. Marine Corps assault amphibian vehicles (to recipients other than a museum):

Commandant of the Marine Corps
ATTN: LPP-2
HQ U. S. Marine Corps
2 Navy Annex
Washington, DC 20380-1775

2. Marine Corps historical property (all other inquiries):

History and Museum Division (**HD**)
Marine Corps Historical Center
Washington Navy Yard Building 58
901 M St., SE
Washington, DC 20374-5040

**SAMPLE
EXCHANGE AGREEMENT**

It is mutually agreed by and between the(SERVICE NAME)Museum,
(ADDRESS (hereinafter “Museum”)) and (NAME) Museum, ADDRESS (hereinafter
“Exchanger”), as *follows*:

ITEMS TO BE EXCHANGED BY THE MUSEUM: The Museum will provide to the Exchanger
the following items:

(DESCRIPTION, STOCK NUMBER, SERIAL NUMBER, ETC.)

ITEMS TO BE EXCHANGED:

(DESCRIPTION, STOCK NUMBER, SERIAL NUMBER, ETC.)

AUTHORITY: This exchange is made under the authority of 10 USC 2572.

DELIVERY:

The items to be received by or services provided to the Museum from the Exchanger will be delivered or provided, as the case may be, at the Exchanger’s sole expense to (LOCATION). They will be delivered or provided in one shipment all at the same time unless the Museum agrees otherwise in writing. They will be delivered or provided within ninety (90) days of the date this agreement is signed. Title to the items to be received by the Museum will pass to the Museum at the time and point of delivery only upon written acceptance by an authorized representative of the Museum,

The items to be exchanged by the Museum to the Exchanger are currently located at (LOCATION ADDRESS). They are provided on an “as is, where is, with **all** faults” basis and there are no warranties expressed or implied. The Museum specifically provides no warranty or other assurance as to the condition on serviceability of the property. All items offered in exchange by the Museum are subject to a radiation **survey** and the removal of radioactive components as well as equipment DEMIL prior to release. They will not be released to the Exchanger until acceptance by the Museum in accordance with the above paragraph.

CONDITION OF ITEMS PROVIDED BY THE MUSEUM: The items to be exchanged by the Museum are offered to the Exchanger as is, where is, with all faults. The Museum provides no warranty or other assurance as to the condition or serviceability of the property.

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CONDITION OF ITEMS PROVIDED BY EXCHANGE: The items to be exchanged are certified to be original and authentic by the exchanger, to be in good condition with no significant damage *or* deterioration, or other hidden faults which would jeopardize their long term preservation or their use by the Museum for display or study.

CONSUMMATION OF AGREEMENT: This agreement will be considered consummated upon delivery and acceptance by both parties of all items to be provided.

RELEASE OF LIABILITY: In consideration of this mutual exchange, the Exchanger agrees that it will hold the United States, its agencies, officers, employees, agents, and contractors harmless, indemnify, and defend them against any and **all** suits, actions, and claims of any kind whatsoever, including attorney fees, which may arise from or be the result of this exchange or the items.

WARRANTY OF TITLE: In the case of the items provided by the Exchanger, the Exchanger hereby warrants that it has title to the items and that there are no liens or encumbrances whatever against the said items. The Exchanger will provided to the Museum documentary proof of ownership in a manner and of a fashion satisfactory to the Director of the Museum prior to delivery.

NOTICES: All notices between the parties shall be in writing and sent to the following addresses:

For the Museum:

(MUSEUM NAME)
(ADDRESS)

For the Exchanger:

(MUSEUM NAME)
(ADDRESS)

- The Exchanger shall neither assign nor otherwise transfer **this** Agreement without the written prior agreement of the Director of the Museum.

IN WITNESS WHEREOF, the parties or their authorized representatives have hereunto signed their names on the date indicated.

FOR THE U.S.(SERVICE MUSEUM NAME)

SIGNATURE, TYPED
DATE

NAME AND TITLE

WITNESSED BY

NAME
DATE

NAME
DATE

FOR THE EXCHANGER:

(SIGNATURE, TYPED NAME AND TITLE)

WITNESSED BY

NAME
DATE

NAME
DATE

UNCONDITIONAL DEED OF GIFT

THIS AGREEMENT is made between the United States of America (Hereinafter called the “Government” or the donor”) and the _____ (hereinafter called “the donee”) operating under the laws of the State of _____ located at _____

1. The Secretary is authorized by 10 USC. 2573 to transfer by gift or loan, not to exceed \$10,000 (see 4a(2)), without expense to the United States and on terms prescribed by the Secretary, any documents and historical artifacts, excluding any condemned and obsolete combat material. (Condemned or obsolete combat material will **fall** under Attachment 4, Conditional Deed of Gift) not needed by the Department. The donee is eligible under the terms of 10 USC. 2572,
2. The donee has applied in writing by letter dated _____ and has agreed to assume and pay all costs, charges, and expenses incident to the donation including the cost of any required demilitarization and of preparation for transportation.
3. The Government agrees (a) to release _____, and (b) to **notify** the donee of the available date sufficiently in advance thereof to enable the donee to make necessary arrangements for acceptance.
4. By this deed of **gift** the donor transfers title, conveys and assigns free and clear of all encumbrances, to the **donee**.
5. The donee agrees to accept it on an “as is where is” basis and be responsible for all arrangements and costs involved in its removal. The donee shall, at no cost to the donor, arrange and pay for disassembly, packing, crating, handling, transportation, and other actions as necessary for the removal of the donated property to the donee’s location.
6. The donor certifies that the donation is unsafe for operational use and is only suitable for static display. Any use of the donated property is **fully** and completely the responsibility of the **donee**.
7. The donee shall **indemnify**, save harmless, and defend the donor from and against **all** claims, demands, action, liabilities, judgments, costs, and attorney’s fees, arising out of claimed on account **of**, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the donated property.

DoD 4160.21-M

8. Subject to the conditions set forth above, title to the property shall vest in the **donee** upon receipt of written acceptance hereof from the **donee**.

Executed on behalf of the donor, this _____ day _____ of _____, 19____, at _____

United States of America

by: _____

Title: _____

Agency: _____

Address: _____

The donee, through its authorized representative hereby accepts title to and delivery of the donated property subject to the conditions in the Deed of Gift set forth above.

Executed on behalf of the donee, this _____ day _____ of _____, 19____, at _____

(Name of **donee** organization)

By: _____

Title: _____

Address: _____