



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

**MEMORANDUM OF AGREEMENT
BETWEEN
DEFENSE LOGISTICS AGENCY
(THROUGH DISPOSITION SERVICES)
AND**

Purpose.

This Memorandum of Agreement (MOA) is established between the Department of Defense (DoD), Defense Logistics Agency (DLA), through Disposition Services, Computers for Learning (CFL) Office, and the _____, (hereinafter referred to as "Recipient"), to set forth the terms and conditions which will be binding on the parties with respect to excess DoD property which is transferred pursuant to Executive Order (EO) 12999.

Authority.

The DoD is authorized by EO 12999 to transfer to schools and non-profit community-based educational organizations, educationally useful federal equipment that is deemed excess to the needs of the DoD. The authorities granted to the DoD have been delegated to DLA Disposition Services in determining whether property is suitable for educational use.

Definitions.

For the purpose of this agreement:

- "Schools" means individual public or private educational institutions educating pre-kindergarten through twelfth grade students.
- "Community-based educational organizations" means non-profit entities that have education as their primary focus. Such organizations shall qualify as non-profit educational institutions or organizations for the purpose of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended.
- "Educationally useful federal equipment" means computers and related peripherals (e.g., printers, modems, routers, and servers), including telecommunications and research equipment, that are appropriate for use in pre-kindergarten, elementary, or secondary school education. It shall also include computer software, where the transfers of licenses are permitted.

Terms and conditions.

All property is transferred and the recipient agrees to accept the property on an as-is, where-is basis. The DoD, through DLA Disposition Services, has the final authority to determine the type, quantity, and location of excess property, if any, which will be transferred.

This agreement creates no entitlement in the Recipient to receive DoD excess property. Property available under this agreement is for the current use of approved program participants; property will not be issued for speculative or possible future use. Recipients must use the property within one (1) year from the ship date. Recipients are not authorized to apply to the DoD Computers for Learning (CFL) program for the purpose of redistributing equipment. Property will not be issued directly to repair and redistribution facilities. Title must pass from the federal government directly to the approved recipient. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, to secure a loan, or to otherwise supplement the Recipient's budget. All requests for property will be based on legitimate educational requirements.

The signatory of the Recipient must be the school principal or superintendent. In the case of non-profit entities, the organization's executive director should sign the MOA. The signatory validates by signature that the property being requested will be used for educational activities in accordance with EO 12999. When requested by DLA Disposition Services, the Recipient will furnish detailed justification for a specific request.

The title will transfer on all property (Demil Code "A" and "Q" with and Integrity Code of "6" (Q6)) upon receipt. Title and ownership of the property does not pass from DoD to any private individual or Recipient official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of the property in a manner inconsistent with state or local law may constitute grounds to deny future participation in the CFL Program.

The Recipient understands Munitions List Items (MLI), Significant Military Equipment (SME); secret, confidential, and classified items are not part of the program and will not be available for transfer by DLA Disposition Services. The Recipient agrees to return, at government expense, any of the aforementioned equipment inadvertently and improperly delivered to the Recipient. In such case, the Recipient should contact the nearest DLA Disposition Services site immediately to facilitate the return of such items. The Recipient may not dispose of these items. The Recipient must ensure that subsequent users are aware of and agree to provide appropriate controls (i.e. security, storage, and transportation) for their return.

The transportation, use, disposition, and final disposition of this property is subject to all applicable U.S. laws and regulations, including all environmental, safety and health, and transportation.

Responsibilities.

DLA Disposition Services Shall:

- Receive and be the approving authority for all applications to participate in the DoD CFL program and make the determination as to whether or not the applying school, or educational non-profit has an educational mission in accordance with EO 12999.

- Encourage and assist in the use of electronic screening to aid in the location of suitable equipment.
- Upon receipt of a properly executed requisition, issue equipment free of charge to the Recipient.
- Assist in properly identifying Significant Military Equipment (SME), Munitions List Items (MLI), and/or any other property requiring return to the government.
- Provide the Recipient with records and related documentation, if and when available, concerning the condition of the property. DLA Disposition Services makes no representation as to the property's conformance with safety and health requirements. The Recipient must subject the property to safety inspection, repair, and/or overhaul by a competent manufacturer or other entity prior to placing the equipment into service.
- Conduct program reviews every two years or as deemed necessary.
- Oversee the transfer and/or allocation of property to public, private/parochial schools and educational non-profit entities.

The Recipient Shall:

- Fully comply with the terms, conditions, and limitations applicable to property transferred pursuant to this agreement.
- Submit an acceptable application to DLA Disposition Services for participation. Once approved by DLA Disposition Services, the Recipient will only submit requisitions for equipment that are necessary to meet the requirements for educational efforts in the school/educational non-profit entity.
- Assure that all environmentally regulated property is handled, stored, and disposed of in accordance with applicable federal, state, and local environmental laws and regulations. The DLA Disposition Services reserves the right to inspect the Recipient's facilities as well as records of disposal.
- Retain, at no expense to the government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims arising from removal, use, and final disposition of the property.
- Control or maintain accurate records on all property obtained for a period of at least two calendar years. These records must provide an "audit trail" for individual items of property from receipt to distribution and eventual disposal. These records should include but are not limited to the following: DD form 1348-1A (Disposal Turn-in Document) and all related disposal and transfer paperwork. The records maintained must also satisfy any and all pertinent requirements for state statutes and regulations for the program and property.
- Submit disposal, transfer, and inventory adjustment requests to DLA Disposition Services when DLA Disposition Services item quantities are erroneous.

- Upon discovery, contact the nearest DLA Disposition Services site or the DoD CFL office via email at dodcfl@dlamail.mil for improperly shipped MLI and SME, or if computers or any other equipment is labeled, marked, or suspected to be secret, confidential or classified. This contact will occur immediately and DLA Disposition Services will issue instructions pertaining to the return of said equipment. Note: Costs of shipping or repossession of such property by the U.S. Government will be borne by DLA Disposition Services.

By signing this MOA, your school/educational activity is certifying that any or all of the following information furnished to CFL office is factual. The signatory understands that at any given time he/she may be asked to substantiate this information during an audit or investigation.

Export Compliance.

Recipient acknowledges that equipment obtained through the DoD CFL program, which may include technology and software, is subject to the customs and export control laws and regulations of the United States of America. Sale or transfer of DEMIL A or Q6 property must be executed in compliance with U.S. Export Control Regulations.

- Excess personal property may be export-controlled, regardless of the assigned DEMIL code and regardless of the department or agency that donates the property.
- DEMIL codes are not a substitute for export controls. They do not provide information on the export control of items.
- The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
 - This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. export control laws and regulations.
 - Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/>
 - Tips:
 - If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: https://www.pmddtc.state.gov/?id=ddtc_kb_articlepage&sys_id=03aa1b1abdf4130044f9ff621f96192c

- If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines/>
- For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective transferees/ buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/documents/pdfs/1641-ecp/file>
- The Transferee must notify all subsequent purchasers or transferees in writing, of their responsibility to comply with U.S. export control laws and regulations.
- Definition. "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - "Items," defined in the EAR 15 CFR 772.1. as "commodities," "software," and "technology."
 - "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.

Program Suspension & Termination.

The Recipient is required to abide by the terms and conditions of the MOA in order to maintain an active status.

If the Recipient fails to comply with any terms of the MOA, federal statute or regulation, or the assurance in the application, DLA Disposition Services may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold approval for requests for equipment or release of equipment under previously approved requests pending correction of the deficiency;
- Suspend or terminate the current MOA for the Recipient;
- Withhold further agreements for the program; or
- Take other remedies that may be legally available including referral for investigations to appropriate federal and state agencies.

The submission of false or misleading information and/or concealment of any material facts regarding the obtainment, use, disposition to a third party, or final disposal may constitute a violation of provisions of 18 USC 793/1001 and 15 USC 2615 and sanctions for violations will be in conformity with U.S. laws and regulations and may include the denial of any further participation in this program.

Costs & Fees.

All costs associated with the transportation, repair, maintenance, insurance, disposal or other expenses associated with the property obtained through the CFL program are the sole responsibility of the Recipient. Recipients are permitted to lend the equipment received under this agreement to a teacher, administrator, student, or employee in furtherance of educational goals.

Notices.

Any notices, communications, or correspondence related to this agreement shall be provided by U.S. mail, facsimile, or electronic mail to the DoD CFL office. DLA Disposition Services may, from time to time, propose modifications or amendments to the provisions of this MOA. In such cases, reasonable opportunity will, insofar as practicable, be afforded to the Recipient to conform to changes affecting their operations.

Anti-Discrimination.

By signing this agreement or accepting property under this agreement, the Recipient vows to comply with applicable provisions of the following national policies prohibiting discrimination:

- On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations in 32 CFR part 195.
- On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq.) as implemented by the Department of Health and Human Services regulations in 45 CFR part 90.
- On the basis of handicap, in section 504 of the Rehabilitation Act of 1973, P.L. 93112, as amended by the Rehabilitation Act of Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by the Department of Justice regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

Indemnification Clause.

To the extent permitted by federal law, the recipient of the property, shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property, or injuries, illness or disabilities to or death of any person or legal or political entity including state, local and interstate bodies, in any manner caused by or contributed to by the recipient, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by or subject to the control of the recipient, its agents, servants or employees

after the property has been removed from U.S. Government control. The Recipient will maintain or assure that it maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. The U.S. Government assumes no liability for damages or injuries to any person(s), or property arising from the use of the excess DoD property.

Termination.

This MOA may be terminated by either party, provided the other party receives thirty (30) calendar days' notice, in writing, or as otherwise stipulated by Public Law.

In witness thereof, the parties hereto have executed this agreement as of the last date written below.

Title

Title (Principal/Director)

Printed Name

Printed Name

Signature

Signature

Date

Date

School Name, City, State