

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN DLA DISPOSITION SERVICES
AND**

Insert Name of School, City, State

This MOA is established between DLA Disposition Services and

Insert Name of School, City, State

(hereinafter referred to as "Recipient"), to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (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 prekindergarten, elementary, or secondary school education. It shall also include computer software, where the transfers of licenses are permitted.

TERMS AND CONDITIONS:

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/possible future use. Property will not be issued directly to repair and redistribution facilities. Title must pass from the Federal Government directly to the approved participant. Participants are not authorized to apply to the DOD CFL Program for the purpose of redistributing equipment. Property will not be obtained for the purpose of sale, lease, rent, exchange, barter, to secure a loan, or to otherwise supplement the Recipient's budgets. All requests for property will be based on legitimate educational requirements. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with this property is 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.

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.

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 and pickup by the Recipient pursuant to this agreement. 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 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. Title is conditionally granted to the Recipient upon receipt of the property.

To the extent permitted by law, the Recipient shall indemnify and hold the US 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 and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner cause by the Recipient, its agents, employees, or any person subject to its control while in, upon or about 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 US 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 US Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

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/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 by DLA Disposition Services.
- Oversee the transfer and/or allocation of property to private/parochial schools and educational non-profit entities that have been cleared by Trade Security Control (TSC).

THE RECIPIENT SHALL:

- Fully comply with the terms, conditions, and limitations applicable to property transferred pursuant to this agreement.
- 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 Recipient's facilities as well as records of disposal.
- Submit an acceptable application to DLA Disposition Services for participation in this program. Once approved by DLA Disposition Services, the Recipient will only submit requisitions for equipment that is necessary to meet the requirements for educational efforts in the school/educational non-profit.
- 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 under this MOA for a period of at least three 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 for 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 this property.
- Upon discovery of improperly shipped MLI or SME, submit requests for returns through DLA Disposition Services Headquarters in Battle Creek, Michigan. Note: Costs of shipping or repossession of such property by the US Government will be borne by DLA Disposition Services.
- 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@dla.mil 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.

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

NOTICES:

Any notices, communications, or correspondence related to this agreement shall be provided by US 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.

TERMINATION:

This MOA may be terminated by either party, provided the other party receives thirty 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.

UNDERSTANDING, NOTIFICATIONS, AND CERTIFICATIONS:

- The transportation, use, disposition, and final disposition of this property is subject to all applicable US Laws and Regulations, including all environmental, safety and health, and transportation laws and regulations.

- If a Recipient materially fails to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, in the application, or in the MOA, 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 obtaining, 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 US laws and regulations and may include the denial of any further participation in this program.

- **Export Compliance:** Recipient acknowledges that no equipment may be obtained through the DOD CFL Program, which may include technology and software, that is subject to the customs and export control laws and regulations of the United States of America until an End Use Certificate (EUC) is completed and submitted for clearance. Only Trade Security Clearance (TSC) cleared Recipients may obtain equipment subject to export controls. Sale or transfer of DEMIL A or Q6 property after the 1 year conditional holding and utilization period 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.pmdotc.state.gov/index.html>
 - 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: http://www.pmdotc.state.gov/commodity_jurisdiction/index.html
 - 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/forms-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.

I do certify that all information given in response to this Memorandum of Agreement is true and correct to the best of my knowledge and belief and I have not knowingly omitted any information which is inconsistent with this statement.

I agree to submit a written request for amendment of this statement to DLA Disposition Services prior to effecting any change or fact or intention from that stated herein or in any prior amendment, whether occurring before or after the release of the property, and not to effect such changes without first receiving written approval from the agency.

PRINTED NAME OF SIGNATORY

Insert Principal/Director Name

TITLE

Principal/Director

SIGNATURE

DATE

Mark A. Aicher
DIRECTOR, J4

DATE