

NORTH CAROLINA FEDERAL SURPLUS PROPERTY AGENCY

CERTIFICATIONS AND AGREEMENTS

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency; or a non-profit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting (for the residents of a given political area) one or more public purposes, or if a non-profit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior written approval of the State Agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the non-discrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964 and Title VI, 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. Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired, within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the Donee shall immediately notify the State Agency for Surplus Property (SASP) and, at the Donee's expense, return such property to the SASP or otherwise make the property available for transfer or other disposal by the SASP, provided the property is still useable as determined by the SASP.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required in (b)(1) and (2), title and right to the possession of such property shall, at the option of GSA, revert to the United States of America and upon demand the Donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000.00 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, on which the SASP designated a further period of restriction.

(3) In the event the property is not so used as required by (c)(1) and (2) and Federal restrictions (b)(1) and (2) have expired, then title and right to the possession of such property shall, at the option of the SASP, revert to the State of North Carolina and the Donee shall release such property to such person as the SASP shall direct.

d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

(1) From the date it receives the donated property and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the Donee shall not sell, trade, lease, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the state (North Carolina), without the prior approval of GSA under (b), or the SASP 2 under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or the SASP, shall be remitted promptly by the Donee to GSA or the SASP, as the case may be.

(2) In the event any of the property donated is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the Donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without prior approval of GSA or the SASP, the Donee, at the option of GSA or the SASP shall pay to GSA or the SASP, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by the GSA or the SASP.

(3) If at any time, from the date it receives the donated property through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the property is no longer suitable, useable, or further needed by the Donee for the purpose(s) for which it was acquired, the Donee shall promptly notify the SASP, and shall, as directed by the SASP: return the property to the SASP, release the property to another Donee or other SASP, a Department or Agency of the United States government, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the Donee to the SASP.

(4) The Donee shall make reports to the SASP on the use, condition, and location of property donated, and on other pertinent matters as may be required from time to time by the SASP.

(5) At the option of the SASP, the Donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the SASP.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY DONATED:

(1) All property acquired by the Donee is on an "as is," "where is" basis, without a warranty or guarantee of any kind.

(2) Where a Donee carries insurance against damages to or loss of property due to fire or other hazards, and where loss or damage to donated property, with unexpired terms, conditions, reservations or restrictions, occurs, the SASP will be entitled to reimbursement from the Donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated item(s).

(f) TERMS & CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT & VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000.00 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative.