

State of New York
Office of General Services
Bureau of Federal Property Assistance
W. Averell Harriman State Office Building Campus
Building 18, Suite 104
Albany, NY 12226

CERTIFICATIONS AND AGREEMENTS

Instructions: Review the items below, sign the document and submit it with a completed “Participation Agreement and Designation of Authorized Representatives” document as part of your application package.

A. The donee certifies that:

1. It is a public agency; or a nonprofit 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(i) of the Federal Property and Administrative Service 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 the residents of a given political area for one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public purposes, 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 approval of the State agency.
3. Funds are available to pay all costs and charges incident to donation and these charges will be paid promptly.
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 Acts of 1964, 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, 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 for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
2. Such special handling or use limitations are imposed by General Service Administration (GSA) on any items(s) of property listed herein.
3. In the event the property is not so used or handled as required by B.1 or B.2 above, title and right to 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 State Agency, applicable to items with a unit acquisition cost of \$5,000 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.
3. In the event the property is not so used as required by C.1 and C.2 above and Federal restrictions in B.1 and B.2. have expired, then title and right to the possession of such property shall at the option of the State agency revert to the State of New York and the donee shall release such property to such persons as the State agency shall direct.

D. The donee agrees to the following terms, reservations and restrictions:

1. From the date it receives the property listed herein 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, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under B or the State agency under C above. 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 State agency shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
2. In the event any of the property listed herein 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 the prior approval of GSA, or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value of the property at the time of such disposal, as determined by GSA or the State agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by B and C above remain in effect, any of the property listed herein is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
4. The donee shall make reports available to the State agency regarding the use, condition, and location of the property listed herein and on other pertinent matters as may be required from time to time by the State agency.
5. At the option of the State agency, the donee may abrogate the conditions set forth in C above and the terms, reservations and restrictions pertinent thereto in D by payment of an amount as determined by the State agency.

E. The donee agrees to the following conditions, applicable to all items of property listed herein:

1. The property acquired by the donee is on an "as is", "where is" basis, without warranty 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 of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, the State agency 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 items.

F. Terms and conditions applicable to the donation of aircraft and vessels (50 feet or more in length) having an acquisition cost of \$5,000 or more, regardless of the purpose for which acquired:

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

G. The organization receiving Federal Surplus Property shall indemnify and hold harmless New York State and the United States Federal Government, their employees and agents against any and all loss, damage, claim or liability whatsoever; due to personal injury or death or damage during the acquisition or subsequent use of Federal Surplus Property.

H. All property acquired through the Federal Surplus Property Program is considered federal financial grant-in-aid and may require compliance under the Single Audit Act of 1984 and the provisions of OMB circulars A-128 and A-133.

ORGANIZATION NAME: _____

NAME: _____

TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ **DATE:** _____