WHEREAS, the State of Kentucky through its Division of Surplus Property, by authority of the Federal Property and Administrative Services Act of 1949, as amended, makes available federal surplus property to certain public agencies for public purposes and to certain nonprofit tax-exempt health and educational institutions, and

University

WHEREAS, Western Kentucky University, hereafter referred to as the applicant donee institution, is desirous of utilizing the services and resources of the Division of Surplus Property, and

WHEREAS, the applicant institution, organization, governing board, or other eligible entity (donee), has submitted an Application for Eligibility and other supporting documents and has been certified as eligible to participate by the Division of Surplus Property, and

WHEREAS, the applicant donee further certifies that surplus property is needed and will be used for either, carrying out or promoting for the residents of a given political area one or more public purposes and for no other purpose, or used for public health or educational purposes including research and for no other purpose, and

WHEREAS, the applicant donee further certifies that 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, and in the event the property is not so placed in use, or continued in use, the donee shall immediately notify the Division of Surplus Property, and retain said property to the Division as directed, and

WHEREAS, the applicant donee further agrees to adhere to any additional periods of restrictions placed on the property by the Division of Surplus Property which shall include a total period of use restrictions for at least 18 months on all passenger motor vehicles and other items of property with a unit acquisition costing $3,000 or more; and additional special terms, conditions, reservations and restrictions on aircraft, vessels, special or limited or restricted use items, and other items as specified in a Conditional Transfer Document or written on the face of the Distribution Document and Invoice, and

WHEREAS, the applicant donee further agrees that during the periods of restriction, it will not sell, trade, lease, lend, bail, encumber, or otherwise dispose of such property without prior approval of the General Services Administration and the Division of Surplus Property, and in the event property is so disposed of without such prior approval, the applicant donee agrees to be liable for the fair market value and/or fair rental value of such property as determined by the General Services Administration and/or the Division of Surplus Property, and the applicant further stipulates that he meets one of the definitions of eligibles on the reverse of this form and understands and agrees to the additional covenants on the reverse side of this form, and

WHEREAS, the applicant donee further certifies that it has the necessary funds to pay the handling or service charges or fees assessed by the Division of Surplus Property and will remit such handling or service charges or fees within 60 days of billing, and

WHEREAS, it is understood that all property acquired regardless of acquisition cost or fair value will be on an "as is," "where is" basis, without warranty of any kind, and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:


(2) That this authorization shall remain in full force and effect until revoked by written notice of the applicant donee to the Division of Surplus Property.

NOTICE

Date: ___________________________ Signed: ___________________________

Chief Executive Officer

Title: President

This resolution, complete and unchanged, has been adopted by the Governing Board at a regular meeting at its regular place of meeting, and at the time stated, and has been approved and placed in the minutes of said meeting.

THIS RESOLUTION WAS ADOPTED THIS ___________________________

CHAMPION OF THE BOARD

SECRETARY OR CLERK OF BOARD

Printed by the Kentucky Department of Education

A. McDonald, Superintendent

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A. THE DONOR CERTIFIES THAT:
1. It is a public agency; or a nonprofit educational or public health institution or organization, except from tax-
  ation under Section 501 of the Internal Revenue Code of 1954, within the meaning of Section 2376(j) of the Federal
   Property and Administrative Services Act of 1949, as amended, Appeal, as provisions 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 operation, 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, 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.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal
   property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and

B. THE DONOR 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 used or handled as required by (B) (1) and (2), title and right to the possession of such
   property shall at the option of CSA revert to the United States of America and upon demand the donor shall release such property to such person as CSA or its designee shall direct.
2. The possession of such property shall not be used for purposes other than for which acquired and for no other purpose(s).
3. There shall be a period of restriction which will expire after such property has been acquired 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
   personal equipment, listed herein, on which the State agency designates a further period of restriction.

C. THE DONOR AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF 53,000 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. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by CSA or by the State agency, shall be remitted promptly by the donor to CSA or the State agency, as the case may be.
3. At any time, the proceeds of the disposal or the fair market value of the property at the time of such
   disposition shall be remitted promptly by the donor to CSA or the State agency, as the case may be.

D. THE DONOR AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:
1. From the date it receives the property listed herein and through the period of time the conditions imposed by (B)
   and (C) above remain in effect, the donor shall not sell, trade, lease, lend, bail, seil, sell, alienate, encumber, or
   otherwise dispose of such property, or remove it permanently, for use outside the State, without prior approval of
   CSA under (B) or the State agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance
   or otherwise disposal of the property, when such action is authorized by CSA or by the State agency, shall be remitted
   promptly by the donor to CSA or the State agency.

E. THE DONOR AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREIN:
1. The property acquired by the donor is on an "as is," or "where it is," basis, without warranty of any kind.
2. Where a donor carries insurance against damages 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, occur, the State
   agency will be entitled to reimbursement, from the donor 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 (10 FEET OR MORE IN LENGTH) HAVING AN
   ACQUISITION COST OF 53,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED.
   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.

G. THE DONOR AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS IMPOSED BY THE DIVISION OF SURPLUS PROPERTY:
1. The Division, at its discretion, may impose such additional terms, conditions, reservations as it deems reasonable
   on the use of donated property by including these additional terms, conditions, reservations or restrictions on
   the face of this document.

2. The Division may amend, modify, arbitrate, or grant release of any term, condition, reservation or restriction
   it has imposed on donated items of personal property in accordance with prescribed standards provided that the
   conditions remain consistent with any actions that have been affirmatively demonstrated to the prior satisfaction of the
   Division and made a matter of public record by the Division.