

**Department of
Veterans Affairs**

Memorandum

Date: **SEP 13 2019**

From: Acting Executive Director, Office of Construction and Facilities Management
(003C)

Subj: Updated Revocable License Policy

To: Under Secretaries for Health, Benefits, and Memorial Affairs

1. The purpose of this memorandum is to rescind previous guidance and issue revised policy for execution of real property revocable licenses and re-delegate appropriate authorities to each administration based on specific requirements as described below and in the attachments. This memorandum and attachments herein do not apply to licenses for personal property; refer to VA Handbook 7002 for policy related to licenses for personal property.
2. Revocable licenses (RL) allow permission for a licensee to use a licensor's land without acquiring any real estate interest. These license agreements are not leases and can be revoked at any time. In general, RLs may be acceptable when VA's use of non-federal space or land is not exclusive, can be revoked at any time and when there is no cost or consideration required for the use.
3. The authority to execute RL's is delegated to the Associate Executive Director, Office of Real Property (ORP). ORP hereby re-delegates to specific officials within VHA, NCA, and VBA limited authority to execute no-cost licenses. The attachments provide updated guidance and delegation regarding appropriate use of RL's:
 - a. Policy for VA's use of non-federal land – 2019-02 Attachment 1, "ORP Policy on Revocable Licenses for VA Use of Non-Federal Space or Land," and associated template Appendix A, "No Cost-License Template for VA Use of Non-Federal Property."
 - b. Policy for non-federal use of VA's land – 2019-02 Attachment 2, "ORP Policy on Revocable Licenses for Non-Federal Use of VA Space or Land," and associate template Appendix B – "VA6211 License Template for Non-Federal Use of VA's Property."

License agreements that conform to the parameters set forth herein may now be executed by the designated officials as stated within the respective policy attachments.

VHA, NCA, and VBA may use this revocable license authority when VA is

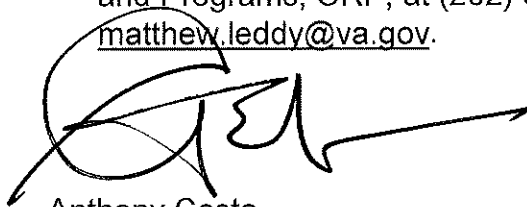
either the licensor or licensee for no-cost licenses only. ORP retains authority for revocable licenses where costs or consideration are contemplated. VHA, NCA, and VBA may implement additional guidance to govern the execution of licenses within their respective organizations, provided such guidance adheres to policy and procedures stated herein.

4. Rescissions: The parts of the following memoranda and information letter regarding real property revocable licenses are hereby rescinded.
 - a. This updated policy rescinds Office of Real Property's (ORP) Policy Memorandum 2018-15, dated May 10, 2018, in its entirety. In consultation with Office of General Counsel (OGC) there were two major issues with that guidance:
 - 1) The Competition in Contracting Act (CICA) establishes that the Federal Government will acquire goods, services, and leases of real property through full and open competition. Full and open competition requires that business contracting opportunities, including leases of real property and the acquisition of services, are publicized to the market and all eligible suppliers are allowed to compete.
 - 2) VA lacks authority to execute RL's for securing the use of non-federal property or for obtaining services when the agreement requires payment of appropriated funds or other consideration, including improvements to the property, services, or other forms of payment such as services provided "quid pro quo." Such agreements for VA's use of non-federal property must be acquired through a lease or service contract, depending on the requirement, and allow for full and open competition, except where appropriate justifications for "Other Than Full and Open Competition" have been appropriately established pursuant to the procedures outlined in the Federal Acquisition Regulations (FAR).

Many of the RLs following this delegated authority were, in fact, leases, and VA should have been protected by having an interest in the non-federal real property through a lease.

- b. Office of Real Property (003C1E) Memorandum, Delegation of Authority to Execute Certain Licenses for the Veterans Health Administration (VHA) Veterans Integration to Academic Leadership (VITAL) Program, dated November 30, 2016, Paragraph 3 (a) and (b).
- c. Office of Real Property (003C1E) Memorandum, Request for Acceptance of Donation of Licensed Space in Various Locations for the Veterans Health Administration (VHA) Veterans Integration to Academic Leadership (VITAL) Initiative (VAIQ 7697788), dated August 02, 2016.

- d. Real Property Service (00CFM3C) Memorandum, Delegation of Authority to Execute Certain Outleases, Licenses, and Permits, dated July 15, 2011, Paragraph 3, last sentence.
 - e. Office of Construction & Facilities Management Information Letter IL 00CFM-11-01, Guidelines for Execution of Outleases, Licenses, and Permits, dated July 15, 2011, Paragraphs IV B(2) and D, and Attachment A, Definitions, Forms, and Clauses, b.(2).
5. This new policy and redelegation is effective immediately and will remain in effect until otherwise changed or rescinded. When there is a need for use of an RL for the use of non-federal land or non-federal use of VA's land or space, VA employees must comply with the attachments of this guidance. Statutory and regulatory obligations, along with agency- and administration-specific requirements for pre-execution reviews, are not changed by this policy. VA must ensure potential space is compliant with all National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) requirements before granting or receiving a revocable license.
6. Additional questions related to this policy or the contents of the attachments should be directed to Matthew Leddy, Acting Director, Real Property Policy and Programs, ORP, at (202) 382-2715 or by email at matthew.leddy@va.gov.



Anthony Costa

Attachments

ORP POLICY ON REVOCABLE LICENSES FOR VA USE OF NON-FEDERAL SPACE OR LAND

1. PURPOSE: This VA Office of Real Property (ORP) policy provides clarity, and responsibilities surrounding the use of real property space and land by revocable license. This policy empowers authorities listed under Paragraph 4 to execute revocable licenses within their own administrations. This policy includes revocable licenses in which VA is licensee. This policy does not cover donations of real property, in which there is a conveyance of real property interest at no cost to VA. For guidance on donations of real property, contact ORP.

2. BACKGROUND: The U.S. Department of Veterans Affairs (VA) currently has many licenses and informal agreements in place to enable VA employees to use non-Federal space or land. VA also grants access to its space and land to non-Federal entities. VA policy on revocable licenses for non-Federal use of VA property is provided in Attachment 2.

3. DEFINITIONS:

a. **Revocable License.** A license is permission to enter upon and do a specific act or series of acts upon the land and/or improvements of the licensor without possession and without acquiring any estate or real property interest therein. A license is revocable if the permission may be revoked by the licensor at any time. Revocable licenses may provide for a certain amount of notice prior to revocation. A license is generally personal and non-assignable.

b. **Licensee.** A Licensee is the party or entity to whom a license is granted.

c. **Licensor.** A Licensor is the party or entity granting a license to someone else.

d. **Lease.** A conveyance to the lessee of the right of exclusive possession of real property for a definite period of time by a landlord or lessor. It may include operational services provided by the landlord or lessor.

e. **Lessee.** One who has the right to use or occupy a property under a lease agreement; the leaseholder or tenant.

f. **Lessor.** One who holds property title and conveys the right to use and occupy the property under a lease agreement; the leased fee owner or landlord.

4. POLICY: License terms shall not exceed five (5) years, including option years, regardless of execution authority.

a. **Execution Authorities.** The positions listed below are approving authorities. The approving authorities listed below may implement additional guidance on proper signatories, as required. ORP will continue to execute licenses for National Cemetery Administration (NCA), upon request by NCA. Additionally, the approving authorities listed below may re-delegate this authority at their discretion to the extent necessary to ensure efficient application of the licensing program.

- 1) Veterans Health Administration (VHA): Veterans Integrated Service Network (VISN) Directors or Deputy Directors or VA Medical Center (VAMC) Directors or Associate Directors or the equivalent.
- 2) National Cemetery Administration (NCA): Chief, Cemetery Development and Improvement Service, or Director, Design and Construction Service.
- 3) Veterans Benefits Administration (VBA): Director, Office of Administration and Facilities

b. **When Use of Revocable Licenses May Be Appropriate.** When VA is the licensee, revocable licenses may be appropriate under this policy only in the following circumstances:

- 1) VA does not seek to obtain a possessory interest in the space nor have exclusive control over the space. Generally, a revocable license is appropriate when VA's use of space is one-time or intermittent.
- 2) VA's use of the space is revocable at will by licensor.
- 3) VA's use of space has no cost or consideration of any kind for the space usage.
- 4) VA's use of space does not involve the expenditure of VA funds, including but not limited to payment for license fees, rent, taxes, utilities, services or supplies.
- 5) VA does not make any improvements to the space.
- 6) Licensor's revocation would not be adverse to VA's mission.
- 7) Licensor can furnish proof that it possesses a right to the space sufficient to grant a license to VA.

c. **When Use of Revocable Licenses May Be Inappropriate.** A license may not be used to obtain a possessory right to a property and may not be used simply because use of a space has been offered for no cost, if a lease would otherwise be required. A

license should not be used to avoid the procurement process for, or use of, a lease. The determination of whether a license is or is not appropriate must be based on the factual and legal distinctions between licenses and other real property conveyance vehicles. Contact VA's ORP, in consultation with Office of General Counsel (OGC), if guidance is needed regarding whether a license is an appropriate vehicle for a particular space or real property need.

d. Form and Process:

- 1) *Sample License Template:* Appendix A is a sample license template to use when VA is seeking to occupy and use non-Federal space or land. See comments in Appendix A for instructions to complete the license template. To obtain more information on how to use the license template, contact ORP. In this form, VA is the licensee and the licensor is a non-federal entity.

NOTE: Revocable License forms provided by the Licensor are not preferable but may also be used. However, such forms must be reviewed by OGC, to ensure that they do not contain inappropriate provisions, such as indemnification or restoration clauses.

- 2) *License Fees:* If Licensee, VA may not enter into a revocable license containing a requirement for VA to expend appropriated funds for the use of space or have in-kind consideration or pay or reimburse the licensor for any costs including but not limited to, services, taxes or utilities. Contact ORP to obtain more information on in-kind consideration. Licenses must be at no-cost when VA is Licensee. A no-cost license does not constitute a donation of real property that must be formally accepted by an Under Secretary or SECVA, since no real property interests are transferred with licenses. If licensed space is offered to VA at no cost, a license agreement must still be completed and executed.
- 3) *Legal Review and Concurrence:* OGC must concur on all revocable licenses, prior to execution. OGC's District Contracting National Practice Group reviews revocable licenses for VHA field offices (e.g., VISNs, VAMCs). OGC's Real Property Law Group reviews revocable licenses for NCA, VBA, and VA/VHA program offices.
- 4) *Post-Execution:* Upon execution of a license, forward a copy of the executed license to ORP. In addition, upload the signed license to VA's Capital Asset Inventory (CAI) database, per the CAI instructions. For questions, contact ORP.

5. RESPONSIBILITIES:

a. **ORP:** ORP is responsible for updating this policy, and for administering the licensing program. ORP is responsible for annual auditing of a sampling of licenses executed by ORP, VHA, NCA, and VBA. ORP is responsible for fielding questions and for offering support and guidance to VHA, NCA, and VBA with respect to real property licenses.

b. **VHA, NCA, and VBA:** Administrations are responsible for executing licenses where VA is Licensee in accordance with this policy, for renewing licenses if necessary before they expire, and for entering licensing data into the appropriate VA database for real property accountability.

ORP POLICY ON REVOCABLE LICENSES FOR NON-FEDERAL USE OF VA SPACE OR LAND

1. PURPOSE: This VA Office of Real Property (ORP) policy provides clarity, guidance and responsibilities surrounding the issuance of revocable licenses for non-Federal use of real property space and land. This policy empowers authorities listed under Paragraph 4 to execute revocable licenses within their own administrations under specific circumstances. This policy applies to revocable licenses in which VA is licensor.

2. BACKGROUND: The U.S. Department of Veterans Affairs (VA) currently has many licenses and informal agreements in place granting access to VA space and land to non-Federal entities. Revenues from licenses issued under this policy accrue exclusively to the U.S. Department of the Treasury regardless of the organization issuing the license. This policy attachment does not apply to sharing agreements for use of VHA space authorized under 38 U.S.C. § 8153; refer to VHA Directive 1820 for policy and procedures, including accrual of revenues. VA also executes no-cost licenses to enable VA employees to use non-Federal space or land. VA policy on VA's use of non-Federal property by revocable license is provided in Attachment 1.

3. DEFINITIONS:

a. **Revocable License.** A license is permission to enter upon and do a specific act or series of acts upon the land and/or improvements of the licensor without possession and without acquiring any estate or real property interest therein. A license is revocable if the permission may be revoked by the licensor at any time. Revocable licenses may provide for a certain amount of notice prior to revocation. A license is generally personal and non-assignable.

b. **Licensee.** A Licensee is the party or entity to whom a license is granted.

c. **Licensor.** A Licensor is the party or entity granting a license to someone else.

d. **Lease.** A conveyance to the lessee of the right of exclusive possession of real property for a definite period of time by a landlord or lessor. It may include operational services provided by the landlord or lessor.

e. **Lessee.** One who has the right to use or occupy a property under a lease agreement; the leaseholder or tenant.

f. **Lessor.** One who holds property title and conveys the right to use and occupy the property under a lease agreement; the leased fee owner or landlord.

4. POLICY: License terms shall not exceed five (5) years, including option years, regardless of execution authority. The determination of whether a license is or is not appropriate must be based on the factual and legal distinctions between licenses and other real property conveyance vehicles. Contact VA's ORP, in consultation with Office of General Counsel (OGC), if guidance is needed regarding whether a license or lease is an appropriate vehicle for a particular space or real property need.

a. **Execution Authorities:** The positions listed below are approving authorities for the type of license listed. Terms of licenses shall not extend beyond the time necessary for the non-Federal entities to occupy or use VA property. ORP will continue to execute licenses for National Cemetery Administration (NCA), upon request by NCA.

1) *For Licenses without fees or consideration:*

- i. Veterans Health Administration (VHA): Veterans Integrated Service Network (VISN) Directors or Deputy Directors or VA Medical Center (VAMC) Directors or Associate Directors or the equivalent.
- ii. National Cemetery Administration (NCA): Chief, Cemetery Development and Improvement Service, or Director, Design and Construction Service.
- iii. Veterans Benefits Administration (VBA): Director, Office of Administration and Facilities.

2) *For Licenses with fees or consideration of any kind:*

- i. ORP Associate Executive Director.

b. **When use of Revocable Licenses May Be Appropriate:** When VA is the licensor, revocable licenses may be appropriate based on the following circumstances and examples:

- 1) Licensee has a legal short-term need for VA space or property that does not interfere with services provided to Veterans or access to the VA space or property.
- 2) Licensee's use does not injure the VA space or property.
- 3) Licensee's use serves some useful purpose or is beneficial to the Government itself.
- 4) Licenses for space utilized by an organization such as a Veteran Service Organization where the presence of the organization serves VA's mission.
- 5) Licenses for automated teller machine (ATM) placement.

- 6) To grant temporary use and access of VA property for projects such as the construction of utility lines or other public works projects that do not require permanent access.

c. **When Use of Revocable Licenses May Be Inappropriate:** A license shall not be used if existing levels of service or capacity provided to Veterans are diminished. The following circumstances and examples identify when a revocable license may be inappropriate: The list is not all-inclusive:

- 1) Long-term uses of VA space or property where an outlease would otherwise be required.
- 2) Uses, where, if ended/revoked before the stated term, would cause difficulty for the VA.
- 3) Uses that negatively impact Veteran access or care.
- 4) Issuance of a license which provides for preferential or advantageous treatment to any party; taking into consideration whether VA is assisting commercial activities in generating revenue.
- 5) Licenses involving expenditures of VA funds, use of resources or staff to support the licensee's use of VA space or property.
- 6) Contractor storage or space requirements incidental to service contracts as outlined in the performance work statement, such as use of a housekeeping closet incidental to providing janitorial services.
- 7) Contractor storage, staging or space requirements incidental to construction as specified within the construction contract.
- 8) Licenses supporting fundraising or political activities or demonstrations.
- 9) When use of an easement is more appropriate in order to provide a recordable interest in land to use or control for a specified purpose, such as granting an easement to a public utility company for the purposes of maintaining and accessing buried utility lines.

d. **Form and Process:**

- 1) *Sample License Template:* Appendix B is the authorized license template (VA Form 6211) to use when a non-Federal entity is seeking to occupy and use VA space or land. When drafting the license, attach a description of the VA space or land to be licensed as Exhibit A and a floor plan or map (if necessary) of the space or land to be licensed as Exhibit B. In this form, VA is the Licensor and the non-Federal entity is the Licensee. VA as Licensor may end the Licensee's use of the Premises under the License at any time with adherence to the agreed upon notification terms as outlined in Block 9 of the template. To obtain more information on how to use the license template, contact ORP.

NOTE: If the licensed space or land is part of a facility leased by VA, consult with the Lease Contracting Officer and OGC prior to initiating the license process.

- 2) *License Fees:* Licenses where VA is Licensor may or may not have fees associated with them. ORP will complete all revocable licenses where VA is Licensor and there is a proposed fee or consideration, regardless of the license term. For guidance on license fees, including in-kind consideration, contact ORP. If there is a proposed fee or consideration, regardless of license term, the amount of the proposed fee or consideration must be substantiated in writing with supporting rationale, and this memorandum for the file must be retained in the ORP project file.
- 3) *Legal Review and Concurrence:* OGC must concur on all revocable licenses prior to execution. OGC's District Contracting National Practice Group reviews revocable licenses for VHA field offices (e.g., VISNs, VAMCs). OGC's Real Property Law Group reviews revocable licenses for NCA, VBA, and VAVHA program offices.
- 4) *Post-Execution:* Upon execution of a license, forward a copy of the executed license to ORP. In addition, upload the signed license to VA's Capital Asset Inventory (CAI) database, per the CAI instructions.

e. **Correction of Unauthorized Licensed Space Actions:** VA must take, to the maximum extent possible, necessary actions to preclude unauthorized use of VA space by non-Federal entities. Licenses identified as non-compliant or otherwise unauthorized must be corrected as soon as they are identified. Contact ORP for assistance.

f. **Limitations:** The issuance of a revocable license for non-Federal use of VA space or land may only be executed if the use does not injure the property under license and serves some useful purpose or is beneficial to the Government itself. Issuance therein shall not diminish existing levels of service or capacity to Veterans.

5. RESPONSIBILITIES:

a. **ORP:** ORP is responsible for updating this policy, and for administering the licensing program. ORP is responsible for annual auditing of a sampling of licenses executed by ORP, VHA, NCA, and VBA. ORP is responsible for fielding questions and for offering support and guidance to VHA, NCA, and VBA with respect to real property licenses.

b. **VHA, NCA, and VBA:** Administrations are responsible for executing licenses where VA is Licensor in accordance with this policy, for renewing licenses if necessary

before they expire, and for entering licensing data into the appropriate VA database for real property accountability.

6. REFERENCES:

- a. GAO-08-978SP, *Principles of Federal Appropriations Law: Third Edition*, Volume III, Chapter 13, H.3.b., Real Property, Granting of Revocable License.
- b. 40 U.S.C. § 586, Charges for Space and Services.

**REVOCABLE LICENSE FOR USE OF PROPERTY
GRANTED TO
U.S. DEPARTMENT OF VETERANS AFFAIRS
BY**

THIS LICENSE is entered by and between _____ ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at _____ (the "Premises"), as more fully described in Paragraph 1 below. The Licensor and Licensee are collectively referred to in the License as "Parties" and severally, as a "Party."

1. Use. Licensor hereby grants to Licensee, a License to enter upon and use the Premises, and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of _____
_____. The Premises shall consist of _____
_____. [Licensee will use the space to _____
_____.]

Commented [LJM(1): Assistance with Completing this Paragraph: Optional language in brackets. Include additional explanation, as needed, to provide an accurate description of VA's use of the space. If the previous sentence is insufficient to fully describe the use and what VA's use will entail, then please add information in this sentence.

Licensor agrees it is responsible for maintaining the Premises that the Licensee will use during the term of the License, as provided in Paragraph 2 below. During the term of the License, the Licensee shall not make any improvements or modifications to the Premises.

2. Term. This License shall commence on _____, 20__ (the "Effective Date"), and shall expire no later than _____ month(s)/year(s) from such Effective Date. This License may be revoked at will at any time by the Licensor upon advance notice within _____ calendar days, pursuant to the notification terms of Paragraph 10 of this License. Licensee may end its use of the Premises under this License at any time and notify the Licensor accordingly.

Commented [RL(2): Assistance with Completing this Paragraph: Law indicates that revocation at will is a necessary element of a license and that no notice can be required. However, we found some case law to suggest that a licensor should provide some reasonable advance notice when the licensee must be afforded access in order to vacate.

We recommend that VA only requires advance notice when absolutely necessary - otherwise, the standard language here should be that the licensor can revoke at will at any time.

If notice is required, then this language can be used:
"This license may be revoked at will at any time by the Licensor. Licensor agrees to provide Licensee with _____ calendar days advance notice of revocation..."

If notice is not required, then this language can be used:
"This license may be revoked at will at any time by the Licensor."

3. Costs and Fees. Licensee shall pay no costs or fees for its use of the Premises.

4. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Premises, whether or not of record. To the best of the Licensor's knowledge, Licensor is possessed of the right to grant this License and there currently exists no condition that would adversely affect the Licensee's ability to use the Premises for the purposes described herein.

5. No Transfer or Assignment. Neither Party may assign its rights under this License to any other person or entity, except and to the extent the Parties in their respective sole discretion may otherwise agree in writing. Any attempt to transfer or assign this License shall be grounds for immediate revocation.

6. Permits and Regulations. Licensor shall be responsible for securing any required approvals, permits, and authorizations for the Premises from any federal, state or local agencies and shall comply with all applicable laws and regulations with respect to the physical condition of the Premises.

7. No Interference. During the term of the License, neither Party shall interfere with the other Party's normal operations and activities. Both Parties shall conduct their respective activities in a manner

to minimize risk of injury or inconvenience to the other Party's employees, students, agents, and invitees, or damage to the Premises.

8. No Partnership or Joint Venture. This License does not create a partnership or joint venture between Licensor and Licensee, nor shall it be construed to mean that either Party agrees to assume liability for the acts or omission of the other Party. Nothing herein shall be construed to mean that any employee of Licensee is an agent or employee of Licensor.

9. Severability. If any provision of this License shall be held to be invalid or unenforceable for any reason, (i) the remaining provisions shall continue to be valid and enforceable; or (ii) if by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

10. Notice. All notices and communications given under this License shall be provided as follows:

If to Licensor:

If to Licensee:

U.S. Department of Veterans Affairs

11. Liability. The liability, if any, of the Licensee for property damage, or personal injury or death, arising from Licensee's use of the Premises, shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680).

12. Insurance. The Parties recognize and agree that the Licensee is an entity of the United States Federal Government, and is thereby a self-insured entity.

13. Valid License and Authorization to Enter into License. The Parties hereto represent and warrant that this License is validly entered, and that the persons signing below are authorized to enter in this License on behalf of the Party hereto represented by such person. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

14. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

LICENSOR:

LICENSEE:
U.S. DEPARTMENT OF VETERANS AFFAIRS

By (Print): _____

By (Print): _____

By (Sign): _____

By (Sign): _____

Its: _____

Its: _____

CERTIFICATION OF AUTHORIZATION

I, _____ (print name), certify that I am the _____ (title) of [name of organization] named as Licensor in the license and that I am duly authorized to sign for and on behalf of [name of organization] by authority of its governing body, and am acting within the scope of its corporate powers.

BY:

Name: _____

Signature: _____

Title: _____



U.S. Department
of Veterans Affairs

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE 3a. MAILING ADDRESS OF LICENSEE <i>(No., Street, City, State, and Zip Code)</i> 3b. PHYSICAL ADDRESS OF LICENSEE <i>(No., Street, City, State, and Zip Code)</i>	4. NAME AND ADDRESS OF INSTALLATION 5. PERIOD COVERED FROM <i>(Month, day, year)</i> TO <i>(Month, day, year)</i>
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6. CONSIDERATION

7A. DESCRIPTION OF PROPERTY AFFECTED <i>(As shown on Exhibit(s) attached hereto and made a part hereof.)</i>	7B. EXHIBIT(S) ATTACHED
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8. PURPOSE OF LICENSE

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

VETERANS AFFAIRS LICENSOR	LICENSEE
DATE OF LICENSE <i>(Month, day, year)</i>	DATE ACCEPTED <i>(Month, day, year)</i>
SIGNATURE(S) OF LICENSOR <i>(Sign in ink)</i>	TYPED NAME OF SIGNATORY
ADDRESS OF LICENSOR	SIGNATURE(S) OF SIGNATORY <i>(Sign in ink)</i>
	TITLE OF SIGNATORY
	TELEPHONE NO. OF LICENSEE <i>(Including Area Code)</i>

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the _____
 Secretary of the corporation named as licensee herein; that _____
 who signed said license on behalf of the licensee was then _____
 of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and
 is within the scope of its corporate powers.

(CORPORATE)
 (SEAL)

(Signature) (Sign in ink)

GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.
- 11. Bond.** Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.
- 12. Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.
- 13. Attempted Variations.** There can be no variation or departure from the terms of this license without prior written consent of VA.
- 14. Nondiscrimination.** Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.
- 15. Assignment, Revocation, and Abandonment.** This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.

