**REVOCABLE LICENSE FOR NON-FEDERAL USE OF HISTORIC REAL PROPERTY**
1. LICENSE NO.\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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| --- |
| 2. NAME OF LICENSEE |
| 3. ADDRESS |
| 4. PROJECT DESIGNATION AND ADDRESS |
| 5. MAXIMUM PERIOD COVERED FROM: TO: |
| 6. CONSIDERATION ($) |
| 7. DESCRIPTION OF PROPERTY AFFECTED*(As shown on Exhibit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, attached hereto and made a part hereof.)* |
| 8. PURPOSE OF LICENSE |

9**. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**

10. SPECIAL CONDITIONS

*(As shown on Exhibit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, attached hereto and made a part hereof.)*

**That condition(s) No.(s) was(were) deleted before the execution of this license.**

|  |  |
| --- | --- |
| **AGENCY LICENSOR** | **LICENSEE** |
| DATED (Month, day, year) | ACCEPTED (Month, day, year) |
| BY (Signature) | BY (Signature) |
| NAME | NAME |
| TITLE | TITLE |

*If License is a Corporation, the following Certificate of Licensee must be executed:*

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and 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.

|  |  |
| --- | --- |
|  | NAME OF CERTIFIER |
|  | TITLE OF CERTIFIER |
| (CORPORATE SEAL) | NAME OF LICENSE SIGNER |
|  | TITLE OF LICENSE SIGNER |
|  | SIGNATURE OF CERTIFIER |

11. GENERAL CONDITIONS

a. **COMPLIANCE**. Any use made of the 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, shall be accomplished in a manner satisfactory to the [Agency Name], hereinafter referred to as Licensor.

b. **STRUCTURES**. The license shall not place or construct upon, over or under the property and installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES**. In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

d. **SANITARY CONDITIONS**. If this license gives possession of United States property, the license shall at all times keep the premises in a sanitary condition satisfactory to Licensor.

e. **DAMAGE**. Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without prior written consent of Licensor and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor upon demand.

f. **INDEMNIFICATION**. The licensee shall 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 license, including failure to comply with the obligations of said license.

g. **STORAGE**. Any United States property which must be removed to permit exercise of the privilege granted by this license shall 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 Licensor.

h. **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.

i. **NOTICE**. Any property of the license installed or located on the property affected by the license shall be removed upon 30 days written notice from Licensor.

j. **GUARANTEE DEPOSIT**. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier’s check or postal money order in the amount designated above, payable to Licensor.

k. **BOND**. Any bond required by this license shall be in the amount designated above, executed in manner and form and sureties satisfactory to Licensor.

l. **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.

m. **FUTURE REQUIREMENTS**. The licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe.

n. **VARIATIONS**. There shall be no variation or departure from the terms of this license without prior written consent of Licensor.

o. **NONDISCRIMINATION**. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use, made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of Licensor.

 The licensee will obtain from each person or firm, who through contractual or other arrangements of the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assure the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

p. **NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT.** The provisions of the United States Code set forth at 18 U.S.C. § 431 (Contracts by Member of Congress) and 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with Federal Government), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

q. **NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) SUBSECTION 889.** The provisions of subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), as such provisions may be revised from time to time, are hereby incorporated in this License by this reference, as if set forth in full. In confirmation thereof, the Prospective Licensee must provide a Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, in the form attached hereto as Exhibit A and incorporated into this License by reference.

EXHIBIT A

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| --- |
| **Representation Regarding Certain Telecommunications and Video Surveillance Services****or Equipment** |

*NOTE:  The term “Prospective Licensee” refers only to the entity that executes the License contract, and not U.S. affiliates, subsidiaries or parent companies of the entity.*

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) *Definitions*. As used in this provision-

*Covered telecommunications equipment or services* means any of the equipment or services listed in subsection (f) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network).  Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable or Ethernet).

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

 (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

 (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Prospective Licensee: \_\_\_\_\_\_

Government: \_\_\_\_\_\_\_\_

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video or data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system or service.

(b) *Prohibition*.

Subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.  This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in connection with any work under a Federal contract.  Nothing in the prohibition shall be construed to—

(1) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming or interconnection arrangements; or

(2) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Prospective Licensee must review the Excluded Parties List in the System for Award Management (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations*.  The Prospective Licensee represents that—

(1) It [ ] will, [ ] will not utilize covered telecommunications equipment or services in connection with any contract, subcontract or other contractual instrument, regardless of whether that use is in connection with any work under a Federal contract. The Prospective Licensee must provide the additional disclosure information required at subparagraph (e)(1) of this section, if the Prospective Licensee responds “will” in subparagraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Prospective Licensee represents that—

Prospective Licensee: \_\_\_\_\_\_

Government: \_\_\_\_\_\_\_\_

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services.  The Prospective Licensee must provide the additional disclosure information required at subparagraph (e)(2) of this section, if the Prospective Licensee responds “does” in subparagraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in subparagraph (d)(1) of this provision.  If the Prospective Licensee has responded “will” in the representation in subparagraph (d)(1) of this provision, the Prospective Licensee must provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance:  A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b)(1) of this provision.

(2) Disclosure for the representation in subparagraph (d)(2) of this provision.  If the Prospective Licensee has responded “does” in the representation in subparagraph (d)(2) of this provision, the Prospective Licensee must provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

Prospective Licensee: \_\_\_\_\_\_

Government: \_\_\_\_\_\_\_\_

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance:  A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

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| PROSPECTIVE LICENSEE OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) | TELEPHONE NUMBER |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

Prospective Licensee: \_\_\_\_\_\_

Government: \_\_\_\_\_\_\_\_

EXHIBIT \_\_ SPECIAL CONDITIONS

1. **Exclusivity.** Exclusive right to the site is not offered; however, Licensor agrees to provide adequate notice regarding the potential interference of Licensee’s signal or equipment by the installation of a similar business on the site, and situations creating the existence of Radio Frequency Interference (RFI) by Licensee’s equipment must be cured by Licensee within 10 calendar days after notice from Licensor.  Should interference be such that Licensee’s signal is rendered inoperable, based on all information made available to Licensor and the parties concerned, the potential secondary Licensee will not be granted a license or access to the site.  A final decision will be made by the Contracting Officer in the best interest of the U. S. Government.
2. **Subcontractors and Agents for Licensee.** All work must be performed by skilled trades people who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed. Licensee, and Licensee’s agents, employees, invitees, and visitors, must comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.
3. **Insurance.** Licensee shall maintain in force, during the term of this License, a policy of Commercial General Liability Insurance issued by a company licensed to do business within the State where the property is located, insuring the licensee and listing the Licensor and any additional parties that Licensor may reasonably designate by written notice as additional insured, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury or death or property damage, and excess “umbrella” liability coverage of not less than five million dollars ($5,000,000.00). Licensee shall maintain all risk property insurance on its antenna facilities in sufficient amounts to cover any loss thereof. The Certificate of Insurance shall list Licensor as an additional insured. Licensee shall receive thirty (30) days notice of the cancellation of the insurance policy.
4. **Installation of Communication Site.**  Installation of any Communications Facility Installations must be done in accordance with existing Federal, State and municipal codes, including the National Electric Code and other codes that directly relate to the issues of radio equipment or antennas, or both.  In any case where codes differ, the more stringent will prevail.  All work must be done by personnel who are bonded and licensed trades people.  Licensee is required to coordinate installation of all electrical connections that tie into buildings with the resident building engineer and any others who have equipment and connections on the site that would be affected.  Nothing in this section is to be construed as diminishing the right of Licensor to review and approve such work, nor does it absolve Licensee from the obligation to obtain such review and approval.  The requirements of this section are above and beyond the requirement for Licensor review and approval.  Licensee must make no penetrations or alterations to the roof of the licensed premises without the prior written consent of Licensor.  Licensor will review all technical drawings for the installation of the communications site, and all aspects of the installation will be subject to Licensor prior written approval.  Licensee agrees to work with Licensor’s contractors, where applicable, and to coordinate all work with Licensor’s contractors, as applicable.  All work must be done in accordance with any existing warranties and to the satisfaction of Licensor’s contractors.  In the event the licensed area is damaged as a result of work performed directly or indirectly in connection with Licensee’s improvements thereon during construction, operation, maintenance, or removal of such improvements, due to acts or omissions of Licensee or Licensee’s agent, contractor or employees, Licensee will be solely responsible for all costs and expenses to repair such damage and return the area to the condition it was in prior to the occurrence of such damage.
5. **Radio Frequency Interference**. Licensee must ensure that the use of the licensed premises does not measurably interfere with existing operations on or immediately around the site, and that situations creating the existence of RFI will be cured within 10 calendar days.  Within 10 calendar days of receiving notice of an RFI problem, Licensee must notify the Licensor, in writing, if there are extenuating circumstances that prevent curing the problem within 10 days.  If such interference cannot be corrected within 10 calendar days based on extenuating circumstances, Licensor may grant an extension of time to cure the problem.  If Licensee cannot operate without creating an incurable RFI situation, this License will be automatically terminated by mutual consent without liability and any further obligations on the part of either Licensee or Licensor, other than for Licensee’s obligation to remove its equipment from the premises.
6. **Radio Frequency Compliance and Certification:** Licensee must, at its sole cost and expense, take all necessary actions to comply with all applicable FCC radio frequency (RF) exposure regulations and requirements, and must take reasonable precautions so that neither workers nor the public are subject to RF exposures above the FCC-specified levels.

Licensee must obtain written certification by a firm with documentable expertise acceptable to Licensor that Licensee’s facility complies with the RF exposure regulations and requirements.  Certification must be completed within 10 business days after Licensee’s equipment installation is sufficiently complete to allow transmission to commence.  Licensee must furnish a written copy of the report and certification to Licensor within two business days after receipt.  Licensee is responsible for updating this certification anytime Licensee changes its technical parameters (*e.g.*, effective radiated power antenna changes) within 10 days after such change.  The updated certification must take into consideration the cumulative effects of all existing Communications Facilities Installations at said site.  Licensee must coordinate the compliance and certification of its installation with the FCC rules and guidelines for human exposure to RF electromagnetic fields with other telecommunications Licensees, if any, on the site.  Licensee will not be responsible for the compliance of any other carrier nor for the costs of any other carrier’s certification report, but must work cooperatively with said carrier(s) to ensure compliance at said site.

1. **Licensor Access**: The Licensor or its designated representative(s), shall have the right to enter onto the licensed property within twenty-four (24) hour notice to conduct inspections. The Licensor or its representative(s) assume full responsibility, as provided by law, for damage to property or injuries to persons arising directly as a result of such inspection or entry. When Licensor determines that said entry has reduced the area under the Licensee’s control, Licensor may authorize a proportionate reduction in rental payment for the time during which Licensee is deprived of use.
2. **Assignment of License**: Except with the prior written consent of Licensor, which consent will not be withheld unreasonably, Licensee must neither transfer nor assign this License or any rights hereunder, nor sublet the property or any portion of the property thereof, nor grant any interest, privilege or license whatsoever in connection with this License.  Any such action taken without the express written approval, assignment and assumption of License by assignee will constitute a violation of this License by Licensee and a trespass by any subtenant of Licensee or assignee.

Notwithstanding the foregoing, Licensee will have the right to assign its contractual interest to any entity controlling, controlled or under common control with Licensee, to any entity that acquires substantially all of the assets of Licensee licensed by the FCC to operate a wireless communications business and to any entity that acquires substantially all of Licensee’s assets in the Major Trading Area in which the facility is located, provided that, in all such instances, such assignee assumes in full all of Licensee’s obligations under this License.  Licensee must notify Licensor with a minimum written 30 days’ prior notice.  Such notice will not amend or modify the terms and conditions of this License.

1. **Temporary Relocation**. Licensor and Licensee agree that Licensor may request Licensee to temporarily relocate its antennas to permit Licensor to complete required roof maintenance or repair or some other necessary governmental use or function. Upon such request Licensee agrees to temporarily relocate at its sole cost and expense, its antennas to a mutually agreeable location provided that Licensor provide Licensee written notice ninety (90) days in advance of the proposed relocation and provided further that the relocation is in furtherance of required roof repair or maintenance or other necessary governmental work, Licensee shall be permitted to move its antennas back to their original location.
2. **Licensor Consent for Alterations**: Licensee shall make no alteration, improvement nor addition to the license premises nor shall cause to be placed any card, sign or billboard, without obtaining prior written consent of the Licensor, said consent not to be unreasonably withheld or delayed. Alterations, improvements, or additions must be made in conformance with any preservation design guidelines agreed upon with the Regional and State Historic Preservation Officers and/or the Advisory Council on Historic Preservation. All proposed design work must be submitted to the undersigned Contracting Officer. The Contracting Officer will then submit the proposed design work to the [Agency Name] Historic Preservation Officer for review and submittal to the State Historic Preservation Officer for review and comment in accordance with Section 106 review process of the National Historic Preservation Act of 1966, as amended [36 CFR 800].

EXHIBIT \_\_\_ PROPERTY DESCRIPTION

EXHIBIT \_\_ TECHINICAL DRAWINGS OF LICENSEE PREMISES AND EQUIPMENT