REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NUMBER

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

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:

I. SPECIAL CONDITIONS

II. GENERAL CONDITIONS *(see back page)*

That condition(s) Number(s) was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED *(Month, Day, Year)*	ACCEPTED *(Month, Day, Year)*
BY *(Signature)*	BY *(Signature)*
NAME	NAME
TITLE	TITLE

If Licensee 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 on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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

II. GENERAL CONDITIONS

A. 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, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

B. 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.

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 licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

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 the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA 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 the licensee, 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 GSA.

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 licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

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 GSA.

K. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

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 GSA may hereafter prescribe.

N. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

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 *(Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d)* and the applicable regulations of GSA *(Code of Federal Regulations - 41 CFR Subpart 101-6.2)*.

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume 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 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

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

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.

(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 Number 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).

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.

PROSPECTIVE LICENSEE: _____

GOVERNMENT: _____

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 (Public Law 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 --

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 (UEI), commercial and government entity (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.

PROSPECTIVE LICENSEE:_____

GOVERNMENT: _____

(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);

(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.

PROSPECTIVE LICENSEE OR
LEGALLY AUTHORIZED REPRESENTATIVE: _____

NAME, ADDRESS:
(INCLUDING ZIP CODE)
_____

TELEPHONE NUMBER: _____

SIGNATURE: _____

DATE: _____

PROSPECTIVE LICENSEE:_____
GOVERNMENT: _____