

# TEMPLATE Revocable License for Non-Federal Use of Real Property

A revocable license (“License”) affecting the real property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions hereinafter enumerated.

## 1. LICENSOR

Deputy Assistant Secretary - Indian Affairs (Management) (“DAS-M”)  
U.S. Department of the Interior  
1849 C Street, NW, Room \_\_\_\_  
Washington, DC 20240

## 2. LICENSOR POINTS OF CONTACT (“POC”)

<u>Local POC:</u>	<u>Regional POC:</u>	<u>DAS-M POC:</u>
Name	Name	Name
Email	Email	Email
Address	Address	Address
Address	Address	Address
City, State and Zip Code	City, State and Zip Code	City, State and Zip Code
Phone Number	Phone Number	Phone Number

## 3. LICENSEE

[Name  
Address  
Address  
City, State and Zip Code]

## 4. LICENSEE POC

[Name  
Title  
Program  
Address  
Address  
City, State and Zip Code  
Phone  
Email]

## 5. LICENSED SPACE

The real property (“Licensed Space”) is located at the following address:

[Bureau of Indian Affairs / Bureau of Indian Education  
Space Name  
Address  
City, State and Zip Code]

The description of the Licensed Space and the use of the Licensed Space shall be as specified in the Use Plan attached to this License as **Attachment A**.

The Use Plan must include, at a minimum:

- a description of the specific areas of the Licensed Space that will be used,
- the days and times the Licensed Space will be used, and
- the purposes for which the Licensed Space will be used.

If the intended use involves provision of medical services, the Use Plan must be developed and approved in writing by qualified medical professionals, and must also include provisions for access to the Licensed Space, processes for minimizing contamination of individuals and surfaces, and contingencies for sanitizing the Licensed Space and any unlicensed space that may become contaminated, upon expiration or revocation of this License.

## **6. AUTHORITY**

The authority for this License is 25 U.S.C. § 17, Use of Bureau Facilities, which authorizes the Secretary of the Interior (“Secretary”) to permit tribal governments and organizations and student organizations to use Bureau of Indian Affairs (“BIA”, “BIE”, or “Bureau”) equipment, land, buildings, and other structures if such use does not interfere with the purpose for which they are administered by the Bureau and when such use benefits Indians or Federal or federally funded programs.

## **7. PURPOSE OF THE LICENSE**

The purpose of this License is to [INSERT PURPOSE].

The Licensor agrees to [INSERT WHAT BIA/BIE AGREES TO].

The Licensee agrees to [INSERT WHAT TRIBE OR TRIBAL ORGANIZATION AGREES TO]

The Licensee shall confine activities to the Licensed Space strictly to those necessary for purposes as outlined herein and in Attachment A. The Licensee shall refrain from marring or impairing the appearance of the Licensed Space, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, jeopardizing the safety of persons or property, or causing justifiable public criticism. Licensee further agrees and understands during its use of the Licensed Space, including any cleanup of the Licensed Space or any other areas affected by the Licensee during its use of the License Space after expiration or revocation of the License, Licensee will comply with all rules and regulations of the BIA, BIE, Indian Health Services, and all other applicable laws as they pertain to safety, sanitation, and environmental codes and/or requirements.

## **8. TERM**

This License shall be effective as of [INSERT DATE], and unless revoked by Licensor, shall automatically expire on [INSERT DATE]. The Licensee may request to extend the term of this License by submitting a written request to Licensor at least [INSERT #] days prior to the end of the term. The decision to extend this License beyond the agreed upon term is at the complete and sole discretion of the Licensor. The Licensor may revoke this License without cause, upon thirty (30) days written notice to the Licensee. In the event of a health, safety, or emergency issue, the Licensor may revoke this License upon written notice to the Licensor which will be effective as of the date of the written notice. In the

event that the Licensor revokes this License with or without cause, Licensee agrees to comply with the provisions in this License as it pertains to fees and expenses, restoration, facility condition and alteration, laws and ordinances, damage, risk of loss, indemnification, insurance, liens, storage, future requirements, non-discrimination, sovereign immunity, severability, and governing laws.

## **9. FEES AND EXPENSES**

**A. License Fee.** The Licensee agrees to pay Licensor [\$0.00] for the term of this license.

**B. Utilities and Other Services.** Where utilities, janitorial, refuse, and other services are provided by Licensor, the Licensee agrees to enter into a separate Miscellaneous Service Agreement (“MSA”) with the Agency Facility Management Office. The MSA shall be used to charge Licensee for the cost of utilities and other expenses incurred for the use and occupancy of the Licensed Space. Licensee shall assume any and all obligations for payment of the utilities delivered to the Licensed Space and Licensee shall hold Licensor free and harmless from any liabilities and obligations for such utility services.

**C. Expenses.** 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 Licensee.

## **10. ASSIGNMENT, REVOCATION, AND RESTORATION**

This License is unassignable and shall be revocable by the Licensor in accordance with Paragraph 8. The Licensee shall restore the Licensed Space to substantially the same condition as existed prior to the effective date of this License, excepting any normal wear and tear, within thirty (30) days of or expiration or revocation of the License. Restoring the Licensed Space to substantially the same condition includes removing any property of the Licensee installed or located on the Licensed Space and returning any federal property removed during the License back to the Licensed Space.

Any property of the Licensee not removed within the required time frame shall be considered “abandoned property.” Abandoned property located within the Licensed Space or located in other areas not covered by this License will be removed by the Licensor and the Licensee shall be billed for any costs associated with disposal of said abandoned property.

## **11. AMENDMENTS**

There shall be no amendments to or departure from the terms of this License without the prior written consent of the Licensor.

## **12. RELATIONSHIP OF THE PARTIES**

This License does not create a landlord-tenant relationship or employment relationship and is not to be taken or construed as granting any real property interest in, right, or possession of the Licensed Space, but is merely a revocable license issued at the discretion of the Licensor, in accordance with Paragraph 8. As such, Licensee cannot alter the Licensed Space inconsistent with the uses authorized by this License. The Licensee understands and agrees that nothing contained in this License shall constitute or be construed to be or create a partnership or joint venture between the Bureau and the Licensee.

## **13. FACILITY CONDITION**

The Licensee acknowledges that the space is provided in “As-is” condition and that the Licensee is solely responsible for ensuring suitability of the Licensed Space for the purposes stated in this License.

The Licensee agrees to report any loss or damage to the Licensed Space or any unlicensed space immediately upon discovery to the Regional Director, Region Branch of Property, and the Superintendent. This License is granted without any warranties, including no warranty that the property or improvements in the Licensed Space are fit for any particular purpose or specific use. Licensor is not aware of any dangerous conditions on the Licensed Space other than those which are obvious to a person inspecting the Licensed Space or those which have been specifically disclosed to Licensee in writing prior to execution of this License. Licensee agrees that Licensor shall not be responsible for any latent defects on the Licensed Space. Licensee further agrees that Licensor shall not be responsible for any dangerous conditions created by Licensee's authorized or unauthorized use or alteration of the Licensed Space. By agreeing to this License, Licensee agrees that it has had sufficient opportunity to examine and inspect the condition of the Licensed Space and Licensee agrees that the Licensed Space is safe for the uses authorized by this License.

#### **14. ALTERATIONS TO THE LICENSED SPACE**

Licensee shall not place or construct upon, over, or under the Licensed Space any installation or structure of any kind or character, except such as are specifically authorized in this License. A written request must be submitted prior to any alteration(s) to the space to the Licensor's POCs identified in Section 2 of this License. Written approval must be received from the Licensor prior to any alteration to the Licensed Space. Authorized improvements (renovation) within the Licensed Space shall be made at the Licensee's expense and shall be maintained in an acceptable manner reflecting good workmanship and in accordance with applicable codes and local requirements in addition to Bureau construction and safety guidelines.

#### **15. LAWS AND ORDINANCES**

In the exercise of any privilege granted by this License, Licensee shall comply with all applicable federal, state, local, 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, security, environmental, and handling of hazardous materials. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements. Licensee further agrees that the Licensed Space will not be used for an illegal activity, unlawful conduct, or purpose whatsoever.

Licensee agrees that any violation of existing laws relating thereto, and that any violation of this clause by the Licensee or by any authorized user with Licensee's knowledge shall render this License voidable at the option of Licensor. Licensee shall ensure that its' employees, agents, contractors and their employees, and subcontractors and their employees strictly comply with this provision.

#### **16. ACCESS TO LICENSED SPACE**

Licensor shall have all rights of ingress and egress to and from the Licensed Space. Licensor may enter the Licensed Space at any reasonable time, without prior notice, for inspection, to protect the interest of the United States, or to ensure Licensee is in compliance with the requirements of this License. However, if the purposes of the License involve the provision of medical services, Licensor and Licensee shall specifically agree upon ingress and egress, and this will be specified in Attachment A.

#### **17. DAMAGE**

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 approval of the Licensor and the express agreement of the Licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to the Licensor upon demand.

## **18. RISK OF LOSS**

Notwithstanding any provision in this License, including Attachment A, or any amendments to this License, the Licensor shall not be liable for any direct, consequential, incidental, or any other damages incurred by Licensee due to any malfunction, theft, vandalism, water quality issues, acts of God (including, without limitation, lightning, wind, rain, flood, hail, fire, or storms), lack of electricity, lack of air conditioning, lack of heat, or any other damages resulting from any reason whatsoever to the Licensed Space or arising out of or resulting from any authorized or unauthorized use of the Licensed Space by the Licensee.

**19. INDEMNIFICATION.** The Licensee shall indemnify and hold 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.

Except for damages or injuries resulting or arising from the acts of BIE or BIA officers, agents, or employees properly cognizable under the Federal Torts Claims Act (“FTCA”) (28 U.S.C. 2671-2680), as it may be amended, the Licensee agrees to indemnify and hold harmless the United States Government from any and all claims, damages, liabilities, causes of action, or costs arising from the Licensee’s actions. The License shall be governed by and construed in accordance with all applicable federal and state laws and regulations. Licensee agrees that its employees, officers, and agents shall not be considered employees of the Department of the Interior for purposes of the FTCA, codified as amended primarily at 28 U.S.C. §§ 2671-80; except Tribes and Tribal Organizations (“T/TO”) that provide healthcare pursuant to a contract arising under the Indian Self Determination and Education Assistance Act (“ISDEAA”), 25 U.S.C. § 5301 et seq., are deemed to be part of the Public Health Service while carrying out any such contract or agreement for purposes of FTCA coverage. 25 U.S.C. § 5321(d); 25 C.F.R. § 900.180 et seq. Accordingly, the United States shall not be responsible or held liable for any harm caused by any acts or omissions of the Licensee’s employees, officer, or agents, except those expressly stated herein. Nothing in this License shall be construed to expand the liability of the Department of the Interior or the United States beyond that allowable under applicable federal law.

This provision shall survive the termination, expiration, or rescission of this license, unless otherwise agreed to by the parties in writing at such time. The Licensee agrees to indemnify the United States against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the Licensed Space that occurs during the License term or during any cleanup time after the term of this License ends, regardless of fault, with the exception that the Licensee is not required to indemnify the United States for liability or cost arising from the United States negligence or willful misconduct relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material.

## **20. INSURANCE**

At all times during the term of this License, the Licensee shall carry property, casualty, and liability insurance for loss, liability, or damage to the Licensed Space and all improvements, or to persons, with extended coverage endorsements to include fire and vandalism, jointly in the names of the Licensee and Licensor, covering the full insurable value of the Licensed Space, and all improvements on and in the Licensed Space. The Licensee shall pay all premiums and other charges for such insurance. In the event of damage to the Licensed Space, or to any improvements on or in the Licensed Space, the Licensee shall reconstruct the Licensed Space in accordance with a plan approved by the Licensor. Insurance proceeds will be deposited in accordance with an approved plan and shall be used as agreed herein. Evidence of insurance coverage must be furnished to the Licensor, Attention: Branch of Property within thirty (30) days of the date of the approving signature.

#### **21. LIENS**

The Licensee shall ensure that no lien(s) are levied upon the Licensed Space for obligations or liabilities incurred by the Licensee. The Licensee shall not use this License as collateral in any financial transaction.

#### **22. STORAGE**

Any United States property which must be removed from the Licensed Space to permit exercise of the privilege granted by this License shall be stored, relocated, or removed at the sole cost and expense of the Licensee, as directed by the Licensor. Additionally, after expiration or revocation of this License, the Licensee shall return all such property to its original location in the Licensed Space at the sole cost and expense of the Licensee, as directed by the Licensor. No United States property shall be removed from the Licensed Space without the prior written consent of the Licensor.

#### **23. FUTURE REQUIREMENTS**

The Licensee shall promptly comply with such further conditions and requirements as the Licensor may hereafter prescribe.

#### **24. NONDISCRIMINATION**

The Licensee agrees that no person will be discriminated against in connection with the use made by the Licensee of the Licensed Space 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 Licensed Space 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 GSA (41 C.F.R. 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 Licensed Space, 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 this License.

#### **25. SOVEREIGN IMMUNITY**

Nothing in this License shall in any way or to any extent limit the right of the United States to rely upon sovereign immunity or any State or Federal statute limiting liability or damages from injuries sustained in connection with the use or occupancy of the Licensed Space under this License. The Licensee, in its

resolution authorizing execution of this License, shall provide a limited waiver of sovereign immunity for the sole and limited purposes of enforcement of any part of this License.

**26. SEVERABILITY**

It is the intent of the parties that all the provisions of this License be given full force and effect as written. Should any judicial determination be made that any provision(s) is unenforceable for any reason, all remaining provisions of this License shall remain in full force and effect as written.

**27. GOVERNING LAW**

The interpretation and enforcement of this License shall be governed by the laws of the United States. Venue for any action arising under this License or for enforcement of this License shall be in a United States federal district court. Each party to this License shall be responsible for its own attorney’s fees arising from enforcement of this License.

**28. CONCURRENCE**

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Name	Date
Bureau of Indian Education	

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Name	Date
Title	
Bureau of Indian Affairs	

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Name	Date
Title	
Tribe / Tribal Organization	

**29. APPROVALS**

The following officials are authorized to sign this License for Non-Federal Use of Real Property expressing their intent to agree to all terms above.

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Jason Freihage	Date
Acting Deputy Assistant Secretary – Indian Affairs (Management)	

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Name	Date
Title	
Program	

## **Attachment A – Use Plan**

1. Point of Contact for building issues include the following:

Local POC:

Name

Email

Bureau of Indian Affairs

Address

City, State and Zip Code

Phone Number

Regional POC:

Name

Email

Bureau of Indian Affairs

Address

City, State and Zip Code

Phone Number



## **Attachment B – Floor Plan**