

Logistics

Loan, Lease, and Donation of Army Materiel

Headquarters
Department of the Army
Washington, DC
23 August 2004

UNCLASSIFIED

SUMMARY of CHANGE

AR 700-131

Loan, Lease, and Donation of Army Materiel

This revision, dated 23 August 2004--

- o Changes the name of this regulation from Loan and Lease of Army Materiel to Loan, Lease, and Donation of Army Materiel.
- o Assigns the Chief Integrated Logistics Support Division (DALO-SMP), Directorate of Readiness responsibility within the Office of the Deputy Chief of Staff, G-4 for Army equipment donation programs (para 1-4e).
- o Assigns the Chief Integrated Logistics Support Division (DALO-SMP), Directorate of Readiness responsibility within the Office of the Deputy Chief of Staff, G-4 for Army equipment donation programs (para 1-4e).
- o Identifies guidelines for loans of historical property (paras 2-2 and 2-4 through 2-7).
- o Updates loan or lease approval authority (table 2-1).
- o Changes category of requester in table 2-1 from "Private individuals or activities" "Museums and similar activities" (table 2-1).
- o Designates the Chief, Center for Military History as the approval authority for all loans of historical property except for arms, combat/tactical vehicles, vessels and aircraft to be loaned to a museum or similar activity outside the government (paras 2-2, 2-4 through 2-7, 6-2).
- o Defines Chief, Center for Military History role in loans, leases and donations of historical property (paras 2-2, 2-4 through 2-7, and 6-2).
- o Adds loans to single stock fund installations (para 2-4).
- o Establishes guidelines for loans to the National Museum (Smithsonian Institution) (para 2-5).
- o Authorizes the Chief, Center for Military History to waive surety bond requirements for historical property based on specific criteria (para 2-10).
- o Includes policies covering the loan, lease, and donation of Army items containing radioactive material licensed by the U.S. Nuclear Regulatory Commission (para 2-10, table 2-2, app B-17).

- Designates the U.S. Army Tank-automotive and Armaments Command as the responsible official for all donations of Army property made under 10 USC 2572 and directs the command to perform recipient qualification and maintain a central registry for all loaned or donated property (paras 2-12, 3-4, and 6-2).
- Adds requirement for proper licenses for loans of small arms, consistent with ATF requirements (paras 2-15 and 4-2).
- Adds warning to recipients of loaned army property that failure to return the property at the end of the loan period may result in repossession at the recipients expense and may result in criminal and or civil penalties (paras 2-17 and 3-5).
- Changes the requirement in paragraph 2-12 for an annual inspection by the Department of the Army to requiring an annual inventory be submitted, consistent with paragraph 3-6.
- Advises that loans under 10 USC 2572 are no cost to the government (para 5-1).
- Adds a chapter on donations of Army property under various federal Statutes (chap 6).
- Incorporates requirement for end-use certificates for all transferred (loaned, leased or donated) equipment outlined in DOD Directive 2030.8 (para 6-2).
- Requires the U.S. Army Tank-automotive and Armaments Command to provide a semiannual report of all equipment loaned or donated under 10 USC 2572 to the Assistant Secretary of the Army (Acquisitions, Logistics & Technology) (paras 6-2 and 7-6).
- Adds the Avalanche Control Program (chapter 8) and rescinds AR 725-20.

Effective 23 September 2004

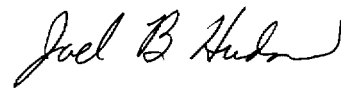
Logistics

Loan, Lease, and Donation of Army Materiel

By order of the Secretary of the Army:

PETER J. SCHOOMAKER
General, United States Army
Chief of Staff

Official:



JOEL B. HUDSON
Administrative Assistant to the
Secretary of the Army

History. This publication is a major revision.

Summary. This regulation prescribes policy and procedures for granting loans, leases, and donations of Army materiel to Army units and activities, non-DOD Federal agencies, civilian law enforcement officials, civilian activities, commercial contractors, and industrial associations.

Applicability. This regulation applies to the Active Army, the Army National Guard of the United States/Army National Guard, and the U.S. Army Reserve.

Proponent and exception authority. The proponent of this regulation is the

Deputy Chief of Staff, G–4. The Deputy Chief of Staff, G–4 has the authority to approve exceptions or waivers to this regulation that are consistent with controlling law and regulations. The Deputy Chief of Staff, G–4 may delegate this approval authority, in writing, to a division chief within the proponent agency or a direct reporting unit or field operating agency of the proponent agency in the grade of colonel or the civilian equivalent. Activities may request a waiver to this regulation by providing justification that includes a full analysis of the expected benefits and must include formal review by the activity's senior legal officer. All waiver requests will be endorsed by the commander or senior leader of the requesting activity and forwarded through their higher headquarters to the policy proponent. Refer to AR 25–30 for specific guidance.

Army management control process. This regulation contains management control provisions and identifies key management controls that must be evaluated (see app D).

Supplementation. Supplementation of this regulation and establishment of command or local forms are prohibited without prior approval of the Deputy Chief of Staff, G–4, ATTN: DALO–SMP, 500

Army Pentagon, Washington, DC 20310–0500.

Suggested improvements. Users are invited to send in comments and suggested improvements to this regulation. Internet users can send in comments and suggested improvements through the electronic DA Form 2028 (Recommended Changes to Publications and Blank Forms) found within the entire publication view at the lower left hand side of every XML version of DCS, G–4 regulations and pamphlets. Any one without Internet access should submit comments and suggested improvements on DA Form 2028 directly to Director, Logistics Integration Agency, ATTN: LOIA–AP, 5001 Eisenhower Ave., Alexandria, VA 22333–0001

Distribution. This publication is available in electronic media only and is intended for command level C for the Active Army, the Army National Guard of the United States, and the U.S. Army Reserve.

Contents (Listed by paragraph and page number)

Chapter 1

Introduction, page 1

Purpose • 1–1, page 1

References • 1–2, page 1

Explanation of abbreviations and terms • 1–3, page 1

Responsibilities • 1–4, page 1

Chapter 2

Loan Policies, page 3

Section 1

General, page 3

*This regulation supersedes AR 700–131, dated 1 September 1996, and AR 725–20, date 25 February 1986.

Contents—Continued

Types of DA materiel available for loan or lease • 2-1, *page 3*
Loans to Army activities and other DOD activities • 2-2, *page 11*
Government-furnished equipment • 2-3, *page 12*
Loans to Federal departments • 2-4, *page 12*
Loans to the National Museum (Smithsonian Institution) • 2-5, *page 13*
Lease to activities outside the Federal Government • 2-6, *page 13*
Loans to museums and similar activities • 2-7, *page 14*
Loans for special purpose or with special authority • 2-8, *page 14*
Loan or lease agreements • 2-9, *page 15*
Surety bonds • 2-10, *page 16*
Loan or lease duration • 2-11, *page 16*
Managing the provisions of loan and lease agreements after approval • 2-12, *page 17*
Types of DA materiel available for loan or lease • 2-13, *page 17*

Section II

Submission of Requests for Loan or Lease of Army Materiel Subtopics, page 17
General • 2-14, *page 17*
Procedures for requesting loan or lease of materiel • 2-15, *page 18*
Actions by approving authorities • 2-16, *page 20*
Actions by loaning or leasing activity • 2-17, *page 20*
Provisions for loaning Army Working Capital Fund items • 2-18, *page 21*
Provisions for loaning Army Working Capital Fund items • 2-19, *page 22*

Chapter 3

Accounting Procedures, page 23

Loan or lease document format • 3-1, *page 23*
Shipment of loaned or leased materiel • 3-2, *page 24*
Receipt of borrowed property • 3-3, *page 25*
Accounting by borrower and lender • 3-4, *page 26*
Return of borrowed materiel • 3-5, *page 26*
Actions by the receiving installation, depot, or arsenal • 3-6, *page 27*
Loan extensions • 3-7, *page 27*
Lost, damaged, or destroyed materiel • 3-8, *page 27*

Chapter 4

Loan or Lease of Arms and Accouterments, page 27

General • 4-1, *page 27*
Loans or leases to civilian activities • 4-2, *page 28*

Chapter 5

Reimbursement, page 28

Reimbursement policies and procedures • 5-1, *page 28*
Reimbursable costs • 5-2, *page 29*
Nonreimbursable costs • 5-3, *page 30*
Funding records • 5-4, *page 30*
Determination of charges and settlement • 5-5, *page 30*
Delinquent and uncollectable accounts • 5-6, *page 31*

Chapter 6

Donations, page 31

General • 6-1, *page 31*
A donation for static display and ceremonial rifles under 10 USC 2572 • 6-2, *page 31*
Donations of salute cannons to soldiers and sailors homes under 10 USC 4686 • 6-3, *page 34*
Donations to the National Museum (Smithsonian Institution) under 20 USC 60 • 6-4, *page 35*

Contents—Continued

Chapter 7

Reports, page 35

General • 7-1, page 35

Aircraft piracy • 7-2, page 35

Civil disturbances • 7-3, page 35

Disaster assistance • 7-4, page 35

Loans to civilian law enforcement officials (RCS DD-M (Q) 1595) • 7-5, page 36

United States Secret Service • 7-6, page 36

Other reports • 7-7, page 36

Chapter 8

Avalanche Control Program, page 36

Section I

General, page 36

Purpose • 8-1, page 36

Deputy Chief of Staff, G-4 • 8-2, page 37

Commanding General, U.S. Army Materiel Command • 8-3, page 37

Commanding General, U.S. Army Forces Command • 8-4, page 37

Commanders of AMC major subordinate commands • 8-5, page 37

Commanding General, U.S. Army Pacific Command • 8-6, page 37

ASA (ALT) • 8-7, page 38

ACP participants • 8-8, page 38

Requests for loan/lease of weapons • 8-9, page 38

Storage • 8-10, page 38

Inventory management • 8-11, page 38

Security • 8-12, page 38

Security waivers • 8-13, page 38

Security exceptions • 8-14, page 38

DA and DOD regulations supporting policies procedures • 8-15, page 39

Section II

Loan or Lease of Weapons, page 39

Requester or participant • 8-16, page 39

Maintenance support • 8-17, page 39

Section II

Funding and Reimbursement, page 39

Loans • 8-18, page 39

Leases • 8-19, page 40

Pricing • 8-20, page 40

Losses • 8-21, page 40

Section III

Ammunition Requisition Procedures, page 40

Submission of requests by ACP participants • 8-22, page 40

Receipt documents • 8-23, page 40

Reimbursement procedures for Federal agencies • 8-24, page 40

Funding and reimbursement procedures for domestic (State) agencies • 8-25, page 40

Ammunition pricing • 8-26, page 41

Forecasting ammunition requirements • 8-27, page 41

Ammunition surveillance • 8-28, page 41

Explosive ordnance disposal • 8-29, page 41

EOD support to civil authorities • 8-30, page 41

Additional details • 8-31, page 41

Contents—Continued

Appendixes

- A.** References, *page 49*
- B.** Avalanche Control, *page 54*
- C.** Ammunition Surveillance and Suspension Procedures, *page 55*
- D.** Management Control Evaluation Checklist, *page 56*

Table List

Table 2-1: Equipment normally executed on a reimbursable basis: agreements, bonds, and insurance requirements, *page 4*

Table 2-2: Loan or lease approval authority, *page 6*

Table 3-1: MILSTRIP Requisition Format, *page 23*

Figure List

Figure 3-1: Sample receipt certificate, *page 25*

Figure 6-1: Donation process, *page 32*

Figure 8-1: Sample memorandum of agreement, *page 42*

Figure 8-1: Sample memorandum of agreement—Continued, *page 43*

Figure 8-1: Sample memorandum of agreement—Continued, *page 44*

Figure 8-1: Sample memorandum of agreement—Continued, *page 45*

Figure 8-1: Sample memorandum of agreement—Continued, *page 46*

Figure 8-2: Sample SF 344, with instructions for completing the form, *page 47*

Figure 8-2: Sample SF 344, with instructions for completing the form—Continued, *page 48*

Glossary

Chapter 1

Introduction

1–1. Purpose

This regulation sets forth policies and procedures for loan of Army materiel to both Department of Defense (DOD) and non-DOD activities of the Federal Government and loan, lease, or donation of materiel to non-Federal civilian activities and agencies. It outlines when loans, leases, or donations of Army materiel can be made. Loans under Section 1535, Title 31 of the United States Code (31 USC 1535) are limited to agencies of the Federal Government. Leases under 10 USC 2667 and loans or donations under 10 USC 2572 may be made to entities outside the Federal Government. Loans, leases, and donations are distinguishable from statutory loan authorities that apply to specific organizations outside the Federal Government such as the American Red Cross and the Boy Scouts of America. This regulation provides procedures for requesting and processing loans and donations and sets forth responsibilities, including requirement for reimbursement.

1–2. References

Required and related publications and prescribed and referenced forms are listed in appendix A.

1–3. Explanation of abbreviations and terms

Abbreviations and special terms used in this regulation are explained in the glossary.

1–4. Responsibilities

- a.* The Secretary of Defense (SECDEF) is the approval authority for all DOD support to—
 - (1) Counterterrorism whether overseas or domestic.
 - (2) Emergency support to civil disturbances.
 - (3) Law enforcement agencies that will result in a planned event with the potential for confrontation with named individuals/groups or use of lethal force.
- b.* The Secretary of the Army (SA) has statutory authority to approve loans, leases, and donations of Army materiel. The Secretary has also been designated as the DOD Executive Agent for civil disturbance operations, disaster relief, and immigration emergencies.
- c.* The Assistant Secretary of the Army, Acquisition, Logistics, and Technology (ASA (ALT)) has been delegated the authority to act for the SA in logistics matters, the authority over 10 USC 2572(a) transactions, and the Secretariat focal point for counterdrug, civil disturbance, and disaster relief operations. The ASA (ALT) has authority to approve loans, leases, and donations of fielded Army equipment, and approve leases to DOD contractors of prototype and developmental equipment in support of research and development initiatives and or for sales/demonstrations to foreign countries.
- d.* The Deputy Chief of Staff, G–4 (DCS, G–4) has Army Staff responsibility for policy and procedures concerning the loan, lease, and donation of Army materiel.
 - (1) The DALO–SMP is responsible for acting on loan and lease request and loan and lease extensions forwarded for Headquarters, Department of the Army (HQDA) review by major Army Commands' (MACOMs) Centralized Loan/Lease Area.
 - (2) The Chief, Supply Policy Division (DALO–SMP), is responsible within the Office of the DCS, G–4 (ODCS, G–4) for the Army equipment loan and lease program. The DALO–SMP has responsibility for acting on loan/lease requests and extensions forwarded for HQDA review by MACOMs and other Federal/non-Federal agencies. In addition, the Chief, DALO–SMP takes action to resolve delinquent loans and leases forwarded for resolution by HQ Army Materiel Command (AMC).
 - (3) The Chief, Force Projection Prepositioning Division (DALO–FPP), Directorate of Force Projection and Distribution provides specific guidance for loan of Army materiel held in war reserves or designated operational project stocks.
 - (4) The Director of International Development and Security Assistance (SAUS–IA–DSA) is the action office responsible for processing equipment leases to commercial concerns for demonstrations in connection with international programs, and for leases (or loans) to foreign countries or international organizations under the Arms Export Control Act.
 - (5) Heads of the ODCS, G–4 Commodity offices coordinate with DALO–SMP on requests for loan of materiel from Army or other DOD agencies in accordance with procedures established by this regulation.
 - (6) The Office of the Deputy Chief of Staff, G–3 (ODCS, G–3) is responsible for acting on loan and lease requests that involve people and equipment or people to operate loaned/leased equipment.
- e.* The Director of Operations and Readiness (DAMO–OD), is—
 - (1) The lead DOD and Army staff action agent for supporting the DOD Executive Agent in domestic disaster assistance matters, civil disturbance operations, and immigration emergencies.
 - (2) Army Staff proponent for cooperation with civilian law enforcement officials.

(3) Action office for those requests that involve people and equipment, or people only (to operate loaned or leased equipment) as they pertain to military support to civil authorities (MSCA) as outlined in paragraph 1-4e(1).

f. The Surgeon General is responsible for loans of medical materiel in accordance with table 2-1.

g. The Chief, Military History is responsible for approving requests for loan or donation of historical properties (nonexplosive ordnance and class VII) and military art in accordance with the approval authority stated in table 2-1.

h. Program executive offices, under the Assistant Secretary of the Army (Research, Development, and Acquisition) (ASA (RD&A)), are responsible for the development of additional equipment requirements to satisfy known or projected needs in support of testing, product improvement, configuration management, contractual commitments, and the loaning or leasing of equipment under their purview.

i. Commander, U.S. Army Tank-automotive and Armaments Command (TACOM) (AMSTA-LC-CIAC) is responsible for acting as Army Materiel Command (AMC) responsible official for loans/leases. Major subordinate command (MSC) commanders are responsible for approving and executing requests for loan, lease, or donation of equipment belonging to the wholesale logistics system in accordance with table 2-1 and chapter 6.

(1) Commander, TACOM is the responsible official for the Army Donation Program and the Ceremonial Rifle Program and will maintain a central registry for all Army donations under 10 USC 2572

(2) Commander, U.S. Army Logistics Support Activity (LOGSA), is responsible for keeping a centralized serial number visibility record for all small arms made for the Army.

(3) Commander, U.S. Army Communications-Electronics Command, Communications Security Logistics Activity (USACCSLA), is responsible for processing/approving loan of communications security (COMSEC) equipment for 1 year or less in accordance with table 2-1.

j. Commanders of MACOM and Active Army installations are responsible for approving requests for loan or lease of materiel under their control in accordance with procedures established by this regulation (table 2-1).

k. Commander, U.S. Army Medical Materiel Agency (USAMMA) is responsible for approving requests for loan or lease of principal medical end items in accordance with table 2-1 of this regulation and AR 40-61.

l. Commanders of medical treatment facilities are responsible for approving requests for loans of medical materiel that exceed 180 days in accordance with table 2-1.

m. The Army National Guard Bureau (NGB) is responsible for loan and lease of Army National Guard (ARNG) equipment in accordance with table 2-1.

(1) The Office of the Director, Counterdrug Task Force (NGB-CD) is responsible for acting on all loans or leases involving support to drug enforcement operations. The Military Support Operations Branch (NGB-ARO-OM) is the action office responsible for processing of loans and leases relating to military support to civil authorities, including emergency requests for law enforcement, disaster relief, civil disturbances, terrorism, and environmental protection in accordance with table 2-1.

(2) The Director, Aviation and Safety Directorate (NGB-AVN) is responsible for processing only requests for loan or lease of ARNG aircraft to Army activities and other DOD activities.

(3) The Chief, Public Affairs (NGB-PA) is responsible for requests concerning community relations or domestic action programs.

(4) The Director, Army Logistics (NGB-ARL-M) will act on all other requests for loan or lease of ARNG equipment in accordance with authorized approval authority in table 2-1.

n. State Adjutants General (ARNG) are responsible for approving loans and leases of ARNG equipment in accordance with the approval authority in table 2-1. The NGB is responsible for approving loan requests prior to submission to MACOMs for Army equipment to be used by state NGB units.

o. The Chief of Engineers is responsible for the loan or leasing of all equipment incident to civil works and prime power management functions and, specifically, the loan and lease of—

(1) U.S. Army Corps of Engineers (USACE) owned equipment/supplies for emergency flood fighting operations.

(2) Plant and equipment used in support of authorized improvements/maintenance for river, harbor and flood control.

(3) Prime power-generation transmission/distribution equipment for authorized contingencies.

p. The DOD regional logistical support offices, under the direct supervision of the Defense Logistics Agency (DLA) will provide local, state, and regional offices of Federal drug law enforcement agencies and civilian law enforcement agencies a focal point for requesting equipment and training support from DOD.

q. The Office of the Chief, Army Reserve (OCAR), in conjunction with the appropriate DCS, G-4 directorate, is responsible for loan and lease of USAR equipment in accordance with table 2-1.

r. The U.S. Army Reserve Command (USARC) is responsible for reviewing requests for loans and leases of U.S. Army Reserve (USAR) equipment (other than disaster relief). The USARC is responsible for approving loans and leases among the continental USARC MSCs, the continental USAR commands, and the National Guard as governed by table 2-1 and other sections of this regulation. For the purposes of this regulation, commanders of major United States Army Reserve Commands (MUSARCs) have the same responsibilities for the USAR equipment under their command as installation commanders have for Active Army equipment.

(1) The Chief, Public Affairs Office (AFRC-PA) is responsible for all requests concerning community relations or domestic action programs.

(2) The Deputy Chief of Staff for Logistics (AFRC-LG) will act on all other requests for loan or lease of USAR equipment in accordance with table 2-1.

Chapter 2

Loan Policies

Section I

General

2-1. Types of DA materiel available for loan or lease

The following represent the basic policies:

a. Army materiel is intended for use in support of the Army's mission. However, when compelling circumstances exist, supported by general or specific statutory authority, materiel not immediately needed to support mission requirements, may be loaned or leased to the following elements under the conditions prescribed herein:

- (1) Army and other DOD elements.
- (2) Non-DOD Federal departments and agencies.
- (3) Civil governments (State and local).
- (4) Special activities, agencies, defense contractors and industrial associations.

b. Table 2-1 lists various types of Army materiel authorized for loan or lease. There are three basic Federal statutes that authorize the loan or lease of Army property. There are also numerous specific statutes that authorize particular types of loans and leases in limited situations. Unless there is a reason to use the specific statute, one of the following basic statutes will be used.

(1) The following are the basic statutes:

- (a)* 10 USC 2571, authority for loan of property within DOD.
- (b)* 10 USC 2667, authority for leases.
- (c)* 31 USC 1535, authority for loans to other Federal departments and agencies.

(2) Some of the specific authorizing statutes are—

- (a)* 10 USC 372, military cooperation with civilian law enforcement officials.
- (b)* National Defense Authorization Act FY 90 and 91.
- (c)* 10 USC 2541, loan of equipment and barracks to national veterans organizations.
- (d)* 10 USC 2572 (see AR 870-20 for exchange procedures), loan, gift, or exchange of books, manuscripts, works of art, drawings, plans, models, and condemned or obsolete combat materiel not needed to—

1. A municipal corporation.
2. A soldiers monument association.
3. A State or foreign nation's museum, historical society, or historical institution.
4. A nonprofit incorporated museum.

5. Posts of Veterans of Foreign Wars of the USA, the American Legion, or a unit of any other recognized war veterans' association.

6. A local or national unit of any war veterans' association. Have a foreign nation, which is recognized by the national, or one of its principal political subdivisions government.

7. A post of the Sons of Veterans' Reserve.

(e) 10 USC 4651, issue of arms, tentage, and equipment to support educational institutions that do not have Reserve Officers' Training Corps (ROTC) but maintain a course in military training prescribed by the Secretary of the Army.

(f) 10 USC 4656, loan of aircraft and ancillary equipment to accredited civilian aviation schools at which Army or Air Force personnel pursue courses of instruction.

(g) 10 USC 4683, loan of obsolete or condemned rifles and accouterments to local units of recognized national veterans organizations for certain ceremonial purposes.

(h) 10 USC 4685, loan of obsolete ordnance to educational institutions and State soldiers' and sailors' orphans' homes for purpose of drill and instruction.

(i) 18 USC 3056, authorities and duties of United States Secret Service.

(j) 20 USC 60, Army articles furnished to National Museum

(k) 32 USC 702, issue of supplies to State National Guard.

(l) 33 USC 575, limits operation of power driven boats or vessels to Government business.

- (m) 33 USC 701n, flood emergency preparation; emergency supplies of drinking water.
- (n) 33 USC 1251 et. seq., Federal Water Pollution Control Act.
- (o) 42 USC 5121 et. seq., Disaster Relief Act.

Table 2-1
Equipment normally executed on a reimbursable basis: agreements, bonds, and insurance requirements

Borrower	Loan or lease agreement required	Surety bond required	Vehicular insurance required	Radioactive material license (as applicable)
Army or other DOD activities	See note (1)	No	No	Yes (5,6)
Non-DOD Federal department and agencies	Yes	No	No	Yes
Civil authorities (State and local governments)	Yes	Yes (2)	Yes (2)	Yes (7)
Civilian activities (veteran's organizations, youth groups, etc.)	Yes	Yes	Yes	Yes (7)
Commercial Corporations	Yes	Yes (3)	Yes (4)	Yes (7)

Notes:

- ¹ A hand receipt or other document assigning responsibility will suffice for retail activities. A loan agreement will be required for material on loan from wholesale activities.
- ² In emergency disaster relief cases, bonds and insurance will be provided within 5 days after receipt of the materiel.
- ³ This applies when the Federal Acquisition Regulation (FAR) Part 45 and subparts are not applicable.
- ⁴ The requirement for a surety bond or insurance may be waived if one or the other is in effect.
- ⁵ For radioactive commodities, existing Army Commodity Licenses may cover the requirement. Contact the item manager for details.
- ⁶ For other DOD organizations, the service or agency license will probably cover the requirement. The DOD (recipient) representative must coordinate the license information.
- ⁷ An NRC license or a license from an NRC approved "Agreement State" will satisfy the requirement.

c. The use of equipment loan procedures to issue new items of equipment to the field that are not fully supportable, or have not received a materiel release from the materiel developer, is not authorized.

d. Loans or leases will be approved or disapproved based on the purpose, duration of the loan or lease, and consideration of the following factors that can take precedence over any loan or lease:

- (1) Military requirements and priorities, for example, continuity of military operations, troop survival, and the rehabilitation of essential military bases.
- (2) Stocks and programmed Army requirements. This includes prepositioned mobilization reserve stocks.
- (3) Type classification with pending changes.
- (4) Minimum diversion of Army stocks.
- (5) The adequacy of the borrower's resources. Requesters will be encouraged to use their own resources. Loans conducted under 10 USC 2572 must be completed at no expense to the government.
- (6) The availability of alternative sources such as commercial leases.
- (7) Eligibility of the recipient. Recipients of loans less than the amount designated in 10 USC 2572 must meet the same criteria for eligibility contained in the donation chapter of this regulation (see para 6-2b to determine recipient eligibility).

e. Requests from civilian authorities or activities for loan or lease of Army materiel will normally enter Army channels at the installation or MACOM Centralized Loan/Lease Area levels. If on-post or off-post units receive lease requests, they will refer them at once to the unit's supporting installation commander or higher headquarters as appropriate. The ARNG units will refer all such requests to the State U.S. Property and Fiscal Officer (USPFO). The USAR units will refer requests to the principal logistics staff officer at the major U.S. Army Reserve Command (USARC) headquarters exercising command over the USAR unit. The USARC will have the same approval authority for USAR units as the garrison/installation/TF commander does for Active Army units. Emergency loan or lease requests will be relayed by telephone or electrically transmitted message.

f. When routine handling of a loan or lease request would result in loss of human life, grave bodily harm, or major destruction of property, and when the lack of communication facilities prevents use of normal procedures, loans or leases otherwise permitted by this regulation can be made with local approval. However, normal policy should be followed to the extent possible. If procedural requirements cannot be fully complied with, they must be met promptly after the loan or lease is made.

- g. Army materiel loaned or leased under this regulation will be made available to the borrower “as is, where is.”
- h. Stocks in the “east serviceable condition” suitable for the purpose will be loaned or leased. Priority of equipment for loan or lease will be from condition code C, followed by condition code B, and then condition code A (see AR 725–50, table C–28).
- i. Commanders of medical treatment facilities are subject to all the requirements of this regulation, including the requirement for reimbursement.
- (1) Emergency loans of medical supplies (drugs, vaccines, etc.) May not be made without reimbursement and the loan may not exceed 30 days. Reimbursement may take the form of replacement in kind by the borrowing agency or activity.
- (2) Emergency loans of medical equipment not to exceed 15 days may be approved by the local medical facility commander without reimbursement if it is the practice in the community for other hospitals to make such loans. The U.S. Medical Command must approve in writing equipment loans or leases that exceed 15 days. Army Medical Command) and are subject to all the requirements of this regulation, including reimbursement.
- (3) The requirement for surety bonding and formal lease or loan agreements for emergency loans of medical supplies or equipment is waived where the loan does not exceed 15 days if such is normal community practice. Minimum documentation for such loans will include a signed receipt from the borrowing official that identifies the loaned materiel and its condition.
- j. Army property loaned or leased to any activity will not be further loaned or leased by the borrower/lease nor can it be shipped or transferred from the site originally authorized without the written approval of the original approving authority.
- k. There will be no procurement or redistribution of assets to offset the effects of loans or leases. Materiel will not be set aside, earmarked, assembled, or stockpiled to be available for use related to loans or leases.
- l. Army materiel may be recalled from the borrower at any time to meet Army requirements.
- m. Stock record accounting and financial transactions for loans or leases will conform with existing regulations.
- n. Borrowers are responsible for the care, custody, and proper use of borrowed materiel. Except as stated in this regulation, reimbursement will be required for damage, destruction, loss, fair depreciation in value, costs to restore equipment to the condition that existed when original loan or lease of equipment commenced and for any Army repair, care, issue and turn-in inspection labor costs, packing, crating, transportation, preservation, and protection of loaned or leased equipment.
- o. Materiel requiring a Nuclear Regulatory Commission (NRC) license will be loaned or leased only to recipients possessing the appropriate NRC or Agreement State license. Proof of the required license must be included in the request for items containing radioactive material (see para 6–2b, app B-17, and table B–9). In all cases, the approving authority must notify the appropriate AMC item manager/radioactive material control point when items containing radioactive material are transferred.
- p. Care, renovation, and repair of borrowed materiel will conform with the loan or lease agreement.
- q. Equipment may not be modified or altered by the borrower.
- r. Army property loaned or leased for demonstration purposes (table 2–1) will not deviate from the approved demonstration unless specifically approved by HQDA (DALO–SMP and SAUS–IA–DSA–A).
- s. Loans or leases approved by HQDA ODCS, G–4 that affect Department of the Army Master Priority List (DAMPL) issues or unit readiness require the concurrence of ODCS, G–3 prior to approval.
- t. As indicated in table 2–2, borrowers must provide signed loan or lease agreements; provide surety bonds, and vehicular insurance prior to receipt of materiel. Loan or lease agreements and bonds will be prepared per paragraphs 2–9 and 2–10 below.
- w. Equipment programmed for issue, or rebuild and issue to the Reserve Component will not be diverted, withdrawn, or reduced without prior approval of the Secretary of Defense. Such proposals will be forwarded to the Office of the Assistant Secretary of Defense (Reserve Affairs—Materiel Directorate) and should contain a projected replacement program for the removed equipment.
- x. The Chief of Engineers will loan equipment incident to civil works responsibilities according to guidance of the Assistant Secretary of the Army (Civil Works) (ASA (CW)) and established engineer regulations. Normally, requests for this equipment should be directed to the appropriate district commander (see app B).
- y. The Chief of Engineers will loan Prime Power Program assets according to the provisions of AR 700–128.

Table 2–2
Loan or lease approval authority

Requester	Category of equipment	Loan period/ extension	Action office	Approval authority
Authorized recipients (para 2–11)	Wholesale (Army Working Capital Fund) loans (nonexpendable items)	120 days/none (1-year repair program—other Services)	AMC MSC	HQAMC (AMCOPS-SLA)
All (leases)	Prototype/ developmental major items	As required	SARD–SA	ASA (ALT)
Army and other DOD activities (RDT&E)	MACOM owned	1 year/none	Installation	Installation commander
	ARNG owned	1 year/none	USPFO	State AG
	USAR owned	1 year/none	Installation	USARC MSC
	Historical property (to include military art, arms, combat/ tactical vehicles, vessels and aircraft)	2 years/2years	DAMH–MD	Chief, CMH
	Prime Power Program	1 year/1 year	HQDA (ZCM)	Asst Chief of Engineers
	Floating plant	As negotiated	Water resource support center	Asst Chief of Engineers
	COMSEC	1 year/none	USACCSLA	USACCSLA
	Wholesale equipment (no readiness/DAMPL impact)	1 year/1 year	AMC MSC	HQAMC (AMCOPS-SLA)
	Wholesale equipment (readiness/DAMPL impact)	1 year/none	AMC MSC	HQDA ODCS, G–4
Army RDT&E activities; or Army procurement agencies for use by contractor personnel or Government contractor	Wholesale equipment (no readiness/DAMPL impact)	2 years/none	AMC MSC	HQAMC (AMCOPS-SLA)
	Wholesale equipment (readiness/DAMPL impact)	2 years/none	AMC MSC	HQDA ODCS, G–4 (DALO–SMP)
	Prime Power Program	1 year/1 year	HQDA (DAEN–ZCM)	Asst Chief of Engineers
	Floating plant	As negotiated	Water resource support center	Asst Chief of Engineers
	COMSEC	2 years/none	USACSLA	USACSLA
Federal departments and agencies (non-DOD)	All arms, combat/ tactical vehicles, vessels and aircraft (fielded equipment)	As required	HQDA ODCS, G–4 (DALO–SMP)	ASA (ALT)
	Prime Power Program	1 year/1 year	HQDA (DAEN–ZCM)	Asst Chief of Engineers
	Floating Plant	As negotiated	Water Resource Support Center	Asst Chief of Engineers
	Wholesale equipment (no readiness/DAMPL impact), other than arms, combat/ tactical vehicles, vessels and aircraft	1 year/1 year	AMC MSC	HQAMC (AMCOPS-SLA)
	Wholesale equipment (readiness/DAMPL impact), other than arms, combat/ tactical vehicles, vessels and aircraft	1 year/none	AMC MSC	HQDA ODCS, G–4 (DALO–SMP)
	Medical (other than combat/tactical vehicles, vessels and aircraft)	Over 180 days	DASG–LOZ	HQDA (DASG–LOZ)

Table 2-2
Loan or lease approval authority—Continued

Requester	Category of equipment	Loan period/ extension	Action office	Approval authority
	Medical (ARNG owned, other than combat/tactical vehicles, vessels and aircraft)	Fewer than 180 days	USFPO	State AG
	Medical (MACOM owned, other than combat/ tactical vehicles, vessels and aircraft)	Fewer than 180 days	Commander, U.S. Army Medical Center (MED-CEN)/ Medical Department Activity (MEDDAC)	Installation commander
	Medical (USAR owned, other combat/ vehicles, vessels and aircraft)	Fewer than 180 days	Installation	USAR MSC
	Medical (wholesale owned), other than combat/ tactical vehicles, vessels and aircraft	Fewer than 180 days	U.S. Army Medical Materiel Agency	Commander, USAMMA
	MACOM owned (other equipment), except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	Installation	Installation commander
	Historical property (to include military art, arms, combat/ tactical vehicles, vessels and aircraft)	2 years/2 years	DAMH-MD	Chief, CMH
	USAR owned (other equipment), except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	Installation	USAR MSC
	ARNG owned (other equipment), except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	USPFO	State AG
National Museum	Historical property, to include military art, arms, combat/ tactical vehicles, vessels and aircraft	As required for exhibition	DAMH-MD	Chief, CMH
Activities outside Federal Government:				
State; local government agencies; schools; churches; commercial activities	All arms, combat/tactical vehicles, vessels and aircraft (fielded equipment)	As required	HQDA (DALO-SMP)	ASA (ALT)
	Medical (other than combat/tactical vehicles, vessels and aircraft)	Over 180 days	HQDA (DASG-LOZ)	HQDA (DASG-LOZ)
	Medical (MACOM owned), except arms, combat/ tactical vehicles, vessels and aircraft	Fewer than 180 days	MEDCEN MEDDAC	Installation commander
	Other equipment, wholesale (no readiness/ DAMPL impact), except arms, combat/tactical vehicles, vessels and aircraft	1 year/ 1 year	AMC MSC	HQAMC (AMCOPS-SLA)
	Other equipment, wholesale (readiness/DAMPL impact), except arms, combat/tactical, vehicles, vessels and aircraft	1 year/none	AMC MSC	HQ ODCS, G-4 (DALO-SMP)

Table 2-2
Loan or lease approval authority—Continued

Requester	Category of equipment	Loan period/ extension	Action office	Approval authority
	MACOM owned, except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	Installation	Installation
	ARNG owned, except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	USPFO	State AG
	USAR owned, except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	Installation	USAR MSC
Manufacturers for lease of previously produced materiel for demonstration purposes involving foreign	All equipment except prototype and nonstandard equipment	As required	ASA (ALT)	DASA (DEC)
	All prototype and non-standard equipment	As required	ASA (ALT)	ASA (ALT)
Manufacturers for lease of previously produced materiel in support of R&D initiatives within the United States	All equipment except prototype and nonstandard	As required	HQDA ODCS, G-4 (DALO-SMP)	ASA (ALT)
	All prototype and non-standard equipment	As required	HQDA ODCS, G-4 (DALO-SMP)	ASA (ALT)
Department of Agriculture:				
U.S. Forest Service	Protection against wildlife	90 days/90 days	HQDA ODCS, G-3 (DAMO-OD)	ASA (ALT)
	Avalanche control	As required	HQDA ODCS, G-4 (DALO-SMP)	ASA (ALT)
Animal Disease Eradication Program	All equipment except arms, combat/tactical vehicles, vessels and aircraft	90 days	HQDA ODCS, G-3 (DAMO-OD)	Operations and Readiness
DOJ, FBI	Aircraft piracy/all equipment except arms, combat/tactical vehicles, vessels and aircraft	Minimum essential	HQDA ODCS, G-3	DOD General Counsel or designee; in urgent cases, Deputy Director for Operations
Department of Treasury, United States Secret Service	All equipment except arms, combat/tactical vehicles, vessels and aircraft	Minimum essential	HQDA ODCS, G-3	Executive Secretary of the Department of Defense Military Assistant to the President
Civilian law enforcement:				
Civil disturbances and terrorist activities and planned events with potential for lethal force	All personnel, arms, combat/ tactical vehicles, vessels, and aircraft, even if applicable under other categories	15 days/15 days	HQDA ODCS, G-3 (DAMO-OD) through ASA (ALT)	SECDEF
	Riot control agents, concertina wire, and other equipment to be employed in control of civil disturbances	15 days/15 days	HQDA ODCS, G-3 (DAMO-OD) through ASA (ALT)	SECDEF

Table 2-2
Loan or lease approval authority—Continued

Requester	Category of equipment	Loan period/ extension	Action office	Approval authority
	Fire fighting resources and equipment of a protective nature (masks, helmets, body armor, vests) and use of Army facilities	15 days/15 days	Installation	Installation commander, State AG, Commander Military District of Washington/CG Unified Commands outside continental United States (OCONUS)/ HQAMC
Other law/drug enforcement activities	Medical, except combat/ tactical vehicles, vessels and aircraft	Over 180 days	HQDA (DASG-LOZ)	HQDA (DASG-LOZ)
	Medical (MACOM owned), except combat/ tactical vehicles, vessels and aircraft	Fewer than 180 days	Commander (MEDCEN/ MEDDAC)	Installation commander
	Medical (ARNG owned), except, combat/tactical and aircraft	Fewer than 180 days	USPFO	State AG
	Medical (USAR owned), except arms, combat/ tactical vehicles, vessels and aircraft	Fewer than 180 days	Installation	USARC MSC
	Medical wholesale, except combat/ tactical vehicles, vessels, aircraft	Less than 180 days	USAMMA	Commander, USAMMA
	Other wholesale equipment (no readiness/ DAMPL impact), except combat/tactical vehicles, vessels and aircraft	1 year/1 year	AMC MSC	HQDA AMC (AMCOPS-SLA)
	Other wholesale equipment (readiness/DAMPL impact), except combat/ tactical vehicles, vessels and aircraft	1 year/none	AMC MSC	HQDA ODCS, G-4 (DALO-SMP)
	Other equipment (MACOM owned), except arms, combat/ tactical vehicles, vessels and aircraft	Fewer than 180 days	Installation	Installation commander
	Other equipment (ARNG owned), except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	USFPO	State AG
	Other equipment (USAR owned), except arms, combat/tactical vehicles, vessels and aircraft	Fewer than 180 days	Installation	USARC MSC
Federal law enforcement agencies (only)	Ammunition	As required	HQDA ODCS, G-4 (DALO-SMP/Supply Management Army (SMA)	ASA (ALT)
Red Cross (aid to DOD in time of war)	Administrative and general support	As required	HQDA ODCS, G-4 (DALO-SMP)	ASA (ALT)
Foreign governments	All equipment, except combat/ tactical vehicles, vessels and aircraft	As required, not to exceed 5 years	HQDA ODCS, G-4 (DALO-SMP)	Director, Defense Security Assistance Agency
Youth groups:				

Table 2-2
Loan or lease approval authority—Continued

Requester	Category of equipment	Loan period/ extension	Action office	Approval authority
Boy and Girl Scouts of America (world or national jamborees); Civil Air Patrol; Camp Fire Girls, Inc; YMCA; YWCA; Boy's Club of America; Four-H Clubs; and similar groups	MACOM owned	As required for event	Installation	Installation commander
	Wholesale	As required for event	AMC MSC	HQAMC
	USAR owned	As required for event	Installation	USARC MSC
	ARNG owned	As required for event	USFPO	State AG
Army flying clubs	Aircraft	As negotiated	Installation	ASA (ALT), Command General (CG) FORSCOM continental United State (CONUS)
Veterans organizations	Convention assistance (furniture)	15 days/15 days	Installation	Installation commander
	Furniture (MACOM owned)	15 days/15 days	Installation	Installation commander
	Furniture (ARNG owned)	15 days/15 days	USPFO	State AG
	Burial functions (obsolete rifles)	As required	HQDA ODCS, G-4 (DALO-SMP)	ASA (ALT)
Aid to District of Columbia Government in combating crime	Materiel and supplies	As negotiated	HQDA ODCS, G-3 (DAMO-OD)	ASA (ALT)
Disaster relief: Federal Emergency Management Agency (FEMA)	Materiel and supplies	For minimum essential period	HQDA (DAMO-OD)	SECDEF
	For rehabilitation reconstruction (bridges, etc.)	For minimum essential period when requested by FEMA	HQDA ODCS, G-4 (DALO-SMP)	ASA (ALT)
USACE District Commander	Flood fighting equipment and supplies	For minimum essential period	USACE District	
American National Red Cross in support of local civilian Government disaster relief	Materiel and supplies	For minimum essential period	Installation	Installation commander
	USAR owned, except arms, combat/tactical vehicles, vessels and aircraft	For minimum essential period	Installation	USARC MSC
	ARNG-owned, except arms, combat/tactical and aircraft	For minimum essential period	USPFO	State AG
Environmental Protection Agency and U.S. Coast Guard (oil and petroleum spills)	Materiel, supplies, and equipment	For minimum essential period	HQDA ODCS, G-3 (DAMO-OD)	ASA (ALT)
Environmental Protection Agency and U.S. Coast Guard	Equipment/supplies, except arms, combat/tactical vehicles, vessels and aircraft	For minimum essential period	HQDA ODCS, G-3 (DAMO-OD)	ASD (&L)
Foreign Disaster Assistance	Equipment/supplies, except arms, combat/ tactical vehicles, vessels and aircraft	For minimum essential period	Through Department of State to HQDA ODCS, G-3 (DAMO-OD)	ASD (International Security Affairs)

Table 2-2
Loan or lease approval authority—Continued

Requester	Category of equipment	Loan period/ extension	Action office	Approval authority
Civil Defense	Equipment/supplies, except arms, combat/ tactical vehicles, vessels and aircraft	For minimum essential period	Installation	CG, FORSCOM
Museums and Similar Activities	Historical arms, combat/ tactical vehicles, vessels and aircraft	2 year/2 year	DAMH-MD	ASA (ALT)
	Historical property other than arms, combat/tactical vehicles, vessels and aircraft	2 years/2years	DAMH-MD	Chief, CMH
	Military art	2 years/2years	DAMH-MD	Chief, CMH
Community relations and domestic action programs (Youth Conservation Corps)	Equipment for instructional purposes	As negotiated	Installation	Installation commander
	ARNG owned	As negotiated	USPFO	State AG
	USAR owned	As negotiated	Installation	USARC MSC
Authorized military health care recipients	Military	As required	HQDA (DASG-LOZ)	HQDA (DASG-LOZ)
SSF Installations	Class VII (wholesale equipment/ DAMPL impact)	1 year/1 year	AMC MSC	AMC MSC
HQDA	Class VII wholesale equipment (readiness/DAMPL impact)	1 year/1 year	AMC MSC	ODCS, G-4

2-2. Loans to Army activities and other DOD activities

a. Army materiel may be loaned to Army activities and other DOD activities for temporary and nonrecurring requirements that support basic functions of the borrowing activity. Examples are field exercises, maneuvers, and training exercises, including annual training of Reserve Components. These loans will be granted to Accountable Property Book Officers only, for up to 1 year, 2 years for historical property.

b. Requests for extensions (not to exceed 1 year, 2 years for historical property) will be forwarded to the original approving office for consideration. However, materiel for research, development, test, and evaluation (RDTE) efforts may be loaned for a period of up to 4 years with proper justification.

c. HQAMC/MSD commanders may approve, following review of unfilled Army equipment requirements, a one-time 18-month loan extension to Army borrowers of wholesale equipment who request the extension, in order to permit the borrower time to submit the appropriate the Army Authorization Documents System (TAADS) change request. Borrowers must notify the lending activity as soon as TAADS authorization is obtained in order to expedite equipment transfers. A copy of DA Form 4610 (Equipment Changes in MTOE/TDA), memorandum requesting change, and the subsequent endorsement stating approval/disapproval to the national inventory control point (NICP) is required. Once this information is received, the borrowing activity may be authorized continued use of the equipment, without further extensions for up to 18 months (which is one TAADS 'MOC' window of change).

d. Loans for 1 year or less of equipment belonging to MACOM are approved at garrison/Command, Theater Material Management Center. State AGs will approve loans of ARNG equipment. The Senior Logistics Staff Officer at USARC MSC headquarters will approve the loan of USAR equipment where authority is provided to the garrison/installation/TF commander for Active Army units (see table 2-1). Any actions that have the effect of diverting, delaying delivery, or withdrawing equipment from the Reserve Components (RC), or involving equipment loans from the RC to the Active Component, may require Office of the Secretary of Defense (OSD) approval. The governing OSD policy is contained in Department of Defense Directive (DODD) 1225.6. Supporting Army policy is being added to AR 220-1, AR 710-1, AR 710-2, DA Pamphlet (pam) 710-2-1, and DA Pam 710-2-2. Until the above documents are revised, policy interpretation assistance can be obtained from the following Army Staff agencies: ODCS, G-3, Force Readiness Division (DAMO-ODR), and ODCS, G-4, Supply Policy Division (DALO-SMP). The reporting requirements of DODD 1225.6 will be adhered to when RC equipment is involved.

e. Loans of equipment belonging to the wholesale logistics system are approved as follows:

(1) Major end items may be approved by HQAMC, unless the loan would interfere with issue against DAMPL priorities. In such cases, requests will be forwarded to the ODCS, G-4 (DALO-SMP) for approval. Concurrence in loan approval by ODCS, G-4 is required.

(2) The commander USAMMA may approve principal medical end items in wholesale level inventories for loan unless the loan would at any time interfere with issue against DAMPL priorities. In such cases, requests will be forwarded for approval to Office of The Surgeon General (OTSG), ATTN: DASG-LOZ, 5109 Leesburg Pike, Falls Church, VA 22041-3258. The (DASG-LOG) will do any DA staff coordination required. The commander USAMMA may approve minor medical materiel in wholesale level inventories for loan.

f. The following is provided to clarify loans of equipment belonging to the USAR:

(1) For equipment belonging to the USAR to be loaned to other Government agencies, see table 2-1 and DODD 1225.6.

(2) Loans for 1 year or less among USARC MSC will be approved by the proper USARC staff agency. Loans over 1 year in length will be approved by the responsible OCAR and the DA staff elements.

(3) Loans between the USAR and ARNG for 1 year or less will be approved by the appropriate USARC staff element. Loans for more than 1 year must be approved by the appropriate DA staff elements. In both cases, proper coordination with Forces Command (FORSCOM) is required.

g. Loans of historical property may be made for display purposes only for a period of up to 2 years, with a possible 2-year extension in accordance with table 2-2 and are approved by the chief, CMH. Loans of military art, arms, combat/tactical vehicles, vessels, and aircraft may be made.

h. Radioactive material license requirements apply to all loans (see para 6-2*b*, app B-17, and table B-9).

2-3. Government-furnished equipment

Government-furnished equipment is Army materiel furnished on a contractual basis when required for performance of a government contract and where the contract specifies the requirements.

a. Prior to commitment of Army resources as GFE to program managers (PMs), materiel developers, and contractors, the responsible PM or individuals acting for the materiel developer must coordinate in advance with the item manager at the managing NICP to ensure higher priority claimants for materiel are not superseded. Records of coordination must be maintained. A written certification of availability identifying the following items will be provided to the contracting officer who will prepare the contract committing the GFE: item nomenclature, quantity, national stock number (NSN), condition code, acquisition cost, date of coordination, office symbol, and name and phone number of Army item manager with whom coordination was accomplished.

b. The PMs and individuals acting on behalf of materiel developers are responsible for early identification of additional equipment requirements to satisfy known and projected loan needs in support of training, testing, product improvement, configuration management, and contractual commitments.

c. Equipment requirements for loans discussed above should be managed under the AMC Interchange/Management Control Activity process, and programmed under Army management program/program objective memorandum procedures.

d. When the procedure described in para 2-3*a* is not practical, PHs and materiel developers should program funds for transfer to the item manager(s) for procurement of the required materiel.

e. Radioactive material license requirements apply to all GFE (see para 6-2*b*, app B-17, and table B-9).

2-4. Loans to Federal departments

Loans to Federal activities outside DOD are usually provided under the provisions of 31 USC 1535. Federal agencies borrowing DOD materiel under this act are responsible for reimbursing DOD for all DOD costs incident to the delivery, return, and repair of the materiel. In accordance with 31 USC 1535, the borrower shall pay for any part of the estimated or actual costs as determined by the agency or unit filling the order. Approval authorities for various categories of equipment are shown below.

a. All nondevelopmental arms, ammunition, combat/tactical vehicles, vessels, and aircraft are approved by the ASA (ALT).

b. Loan requests for other types of major items of equipment from the wholesale logistics system will be approved by MSCs if there is no readiness or DAMPL impact. Loan requests that impact readiness or the DAMPL will be approved by the AMC responsible official and HQDA ODCS, G-4 (DALO-SMP) in concurrence with ODCS, G-3.

c. Loans for fewer than 180 days of Active Army and ARNG equipment will be approved by the Theater Material Management Center (Active Army) and the State Adjutant General (AG) (ARNG). The senior logistics staff officer at USARC MSC headquarters will approve loans for USAR equipment.

d. Medical equipment loaned by a U.S. Army Medical Center (MEDCEN) or medical department activity (MED-DAC) for a period of fewer than 180 days is approved by the Theater Material Management Center. Medical equipment in the wholesale inventory is approved by the commander of USAMMA. Loans of ARNG medical equipment are approved by the State AG.

e. Medical equipment for retention on loan in excess of 180 days is approved by OTSG (DASG-LOZ).

f. If approval of equipment loans in subparagraphs c and d above would impact DAMPL equipment issues, ODCS, G-4 (DALO-SMP) approval is required.

g. Loans of historical property may be made for display purposes only for a period of up to 2 years, with a possible 2-year extension in accordance with table 2-2 and must be approved by the chief, CMH. Loans of military art, arms, combat/tactical vehicles, vessels and aircraft may be made.

h. Radioactive material license requirements apply to all loans to Federal departments (see para 2-1p and table 2-2).

2-5. Loans to the National Museum (Smithsonian Institution)

a. 20 USC 60 authorizes the U.S. Army to furnish to the National Museum, for exhibition such articles of arms, materiel, equipment, or clothing as has been issued to the United States Army, provided such articles can be spared. All loans conducted under this statute will be coordinated with and approved by CMH.

b. Articles loaned to the National Museum will be for a period to be agreed upon between the museum and CMH. The term cannot exceed the length of the exhibit for which the item is being requested. Items temporarily stored during the loan for modification to the exhibit may not be stored greater than 12 months. Items to be stored greater than 12 months will be returned unless coordinated with the owning agency and approved by the Chief, CMH.

c. Radioactive material license requirements apply to all loans to the National Museum (see para 2-1p and table 2-2).

2-6. Lease to activities outside the Federal Government

a. 10 USC 2667 authorizes the lease of Army materiel to non-DOD elements or individuals when it is determined that the materiel is not, for the period of the lease, needed for public use or excess property and that the lease will promote the national defense or be in the public interest (see AR 360-1). Leases to civilian non-Federal law enforcement agencies will be made when they have been determined to be consistent with national security. Army policy states that leases of military equipment will not be made for which a counterpart exists on the commercial market place and is reasonably available for purchase or lease.

b. If leases are approved under this paragraph, they may not be for more than 5 years, unless the SA or his designee (ASA (ALT)) or (ASA (RD&A)) determines that leases for a longer period will promote the national defense or be in the public interest. The leases must provide that the lessee will pay a lease fee in the amount that is not less than the fair market value of the lease interest, and maintain, protect, repair, or restore the Government property. However, a waiver of the lease fee may be submitted with the lease request for consideration by the SA or his designee (ASA (ALT)) or (ASA (RD&A)). Army policy further requires that a surety bond be posted for all leases in addition to hull or vehicle insurance. Exceptions to this policy will be made case by case. Activities preparing and executing lease agreements will ensure that lease fees are charged according to the terms of 10 USC 2667. Review for specific items cited below is required prior to execution of the lease agreement.

(1) All fielded arms, combat/tactical vehicles, vessels, and aircraft are approved by SA or designee (ASA (ALT)). Prototype and developmental equipment in support of defense contractor research and development (R&D) initiatives and/or sales/demonstrations to foreign countries are approved by the (ASA (RD&A)).

(2) Wholesale equipment (other than arms, combat/tactical vehicles, vessels, and aircraft) required for up to 1 year (with no impact on unit readiness or DAMPL sequence) is approved by HQAMC (AMCOPS-SLA). Leases of equipment involving foreign countries and for demonstrations in support of international or security assistance programs are approved by Office of the DUSA (IA). Wholesale equipment leases required for longer than 2 years or which impact unit readiness/DAMPL sequence must be approved by ODCS, G-4 (DALO-SMM).

(3) Lease of Active Army and State ARNG-owned military equipment (other than arms, combat/tactical vehicles, vessels and aircraft) for less than 180 days is approved by the MACOM/garrison/installation/TF commanders (Active Army equipment), and the State AG (ARNG equipment). The senior logistics staff officer at the USARC MSC headquarters is the approval authority for USAR equipment.

(4) OTSG (DASG-LOZ) approves medical equipment for retention on lease in excess of 180 days.

(5) The garrison/installation/TF commander, the State AG for ARNG medical equipment, or commander of USAMMA for items from the wholesale logistics systems approves medical equipment for less than 180 days.

(6) For military equipment for lease to commercial sources for demonstrations in support of international programs, requests must be submitted to DUSA (IA), ATTN: SAUS-IA-DSA-A, 102 Army Pentagon, Washington, DC 20310-0102. Specific approval authorities are listed in table 2-1. See also DODD 7230.8.

(7) Loan of Government equipment acquired for research and development. Heads of contracting activities may authorize the loan of Government equipment acquired for research and development to a private industrial firm or educational institution for use in privately financed research and development programs, provided that—

(a) The programs are of interest to the Government.

(b) The results of the research will be furnished to the Government without additional cost.

(c) The loan shall be reflected in a written agreement that sets forth the terms of the loan and the benefits to be derived by the Government there from.

(8) Procedures and formats for processing leases to foreign governments are contained in DOD 5105.38–M, section 1200.

c. Radioactive material license requirements apply to all leases of items to agencies outside the Federal Government (see para 2–1p and table 2–2).

2–7. Loans to museums and similar activities

These will be made in accordance with table 2–2.

a. Historical arms, combat/tactical vehicles, vessels and aircraft may be loaned for a period of not more than two years, extendable to four years, if approved by the ASA (ALT). The CMH Museum Division, DAMH–MD, will prepare the loan request and forward it through the Chief, CMH to the ASA (ALT) for approval.

b. Military art and historical property, other than arms, combat/tactical vehicles, vessels and aircraft may be loaned for a period of not more than two years, extendable to four years, if approved by the chief, CMH.

c. Radioactive material license requirements apply to all leases of items to museums and similar activities (see para 2–1p and table 2–2).

2–8. Loans for special purpose or with special authority

a. Disaster relief.

(1) In domestic disaster situations, local civil authorities normally must furnish relief from their own resources. If this is not sufficient, and the American National Red Cross (ANRC) has a team at the disaster, requests for further assistance should be made to the ANRC team. If the President has declared a major disaster or emergency, requests should be made to the Federal coordinating officer who is in charge of the Federal response at the disaster area.

(2) In the event of a terrorist attack, natural disaster, or other large-scale emergency, the Department of Homeland Security will assume primary responsibility. In particular, the Emergency Preparedness and Response Directorate, which oversees FEMA, will coordinate Government disaster responses. Requests for loans will be directed to ODCS, G–3.

(3) The Commander, Joint Forces Command serves as the DOD principal planning agent and operating agent for military support to civil authorities for all DOD components for CONUS, Puerto Rico, and the U.S. Virgin Islands. The Commander, U.S. Pacific Command has the same role for Alaska, Hawaii, and U.S. possessions, territories, and administrative entities within the Pacific Command area of responsibility. These commanders are authorized to task DOD agencies and commands, consistent with defense priorities, to furnish materiel in support of operations when directed by the SA. A Defense Coordinating Officer (DCO) will be appointed by the appropriate command to act as the DOD point of contact with the FEMA Federal coordinating officer when military assistance is required during a presidential declared disaster or emergency. When a disaster or emergency is of such magnitude, the disaster area may be geographically subdivided and a DCO will then be appointed to assist each Federal coordinating officer. All requests for military assistance will be passed through the Federal coordinating office to the DCO at the disaster area.

(4) The Department of State is responsible for deciding when emergency foreign disaster relief operations will be undertaken. This authority is delegated to Chiefs of Diplomatic Missions for disaster relief operations, whose total costs will not exceed \$25,000.

(5) In case of flooding or coastal storm emergencies or other emergencies, major subordinate elements under Chief of Engineers are authorized to provide flood fighting equipment, and Plant and Prime Power supplies and equipment to state and local civil authorities. Assistance is authorized only when the situation is beyond control of state and local capabilities. Requests may be verbal with the formal request to follow as soon as possible.

(6) Radioactive material license requirements apply to all transfers of items for disaster relief (see para 2–1p and table 2–2).

b. *Civil disturbances.* All emergency support to civil disturbances will be approved by the SECDEF. The maintenance of law and order is primarily the responsibility of local and State authorities. The Federal Government can assist local and State authorities by loaning or leasing U.S. Army materiel to Federal, State, and local law enforcement agencies and to the Army National Guard.

(1) Requests for loan of Army materiel during or for expected civil disturbances are of three types, with approval authority as follows:

(a) *Group one, personal, arms, ammunition combat/tactical vehicles, vessels, and aircraft.* The ASA (ALT) approves loans or leases.

(b) *Group two, riot control agents, concertina wire, and similar military equipment that are not included in group one.* Loans or leases are approved by the ASA (ALT).

(c) *Group three, firefighting resources (including operating personnel); protective equipment such as masks and helmets; body armor; other equipment not included in groups one or two such as clothing, communications equipment, and searchlights; and the use of DOD facilities.* Such loans or leases are approved by garrison/installation/TF commanders; Commanding General, U.S. Army Military District of Washington; by commanding generals of unified commands OCONUS as applicable; or by the Directors of Materiel Management, AMC MSCs, for materiel belonging to the wholesale logistics system. The State AG is the approving authority for group three equipment issued to the

ARNG. For USAR group three equipment, the MUSARC principal logistics staff officer will be the approving authority. Firefighting equipment will not be used for riot control.

(2) Queries concerning loans or leases in support of civil disturbances will be forwarded to ODCS, G-3, DAMO-OD.

(3) There is no specific statutory authority to loan or lease equipment for use in civil disturbance situations. Equipment described above may be loaned to Federal agencies under 31 USC 1535. Equipment for non-Federal law enforcement agencies must be leased, which includes requirement for payment of a lease fee, under the leasing statute 10 USC 2667. Radioactive material license requirements apply to all transfers of items for civil disturbances (see para 2-1p and table 2-2).

c. Terrorism.

(1) The SECDEF is the approval authority for all DOD support related to acts or threats of terrorism.

(2) Existing civil disturbance loan procedures, including categories of equipment, apply to equipment loans to the Federal Bureau of Investigation (FBI) for combating domestic terrorism. Military resources will be furnished only upon request of the Director of the FBI or the senior FBI official present at the scene of a terrorist incident. It may be difficult in some situations to determine whether a particular incident fits the definition of terrorism. In these cases, commanders authorized to approve loans of resources, as stated in subparagraph (2) below, may accept the judgment of the FBI official making the request, if supported by available facts.

(3) Radioactive material license requirements apply to all transfers of items for terrorism (see para 2-1p and table 2-2).

d. Aircraft piracy.

(1) Assistance to other Federal agencies in the protection of airways is provided through loans under guidance contained in table 2-1. Specific limitations on such support are covered in AR 500-1.

(2) Radioactive material license requirements apply to all transfers of items for aircraft piracy (see para 2-1p and table 2-2).

e. Leases to law enforcement agencies. Equipment may be leased to civilian, non-Federal law enforcement agencies for purposes other than civil disturbances. Requests for these leases fall into three categories with approval authority as follows:

(1) Any requests to assist law enforcement agencies that will result in a planned event with the potential for confrontation with named individuals/groups or use of lethal force must be forwarded to the SECDEF for approval.

(2) Arms, combat/tactical vehicles, vessels, and aircraft requests, regardless of duration of requirement, will be submitted to ODCS, G-4, ATTN: DALO-SMM, 500 Pentagon, Washington, DC 20310-0500, for approval by the (ASA (ALT). Ammunition, an expendable item, cannot be leased to non-Federal agencies.

(3) Requests for all other equipment required in excess of 180 days will be submitted to ODCS, G-4, ATTN: DALO-SMP, 500 Pentagon, Washington, DC 20310-0500 or OTSG (DASG-LOZ), for medical equipment) for approval.

(4) Requests for all other equipment required for less than 180 days may be approved by the active MACOM installation commander, State AG, Senior logistics staff officer at the USARC headquarters (USAR equipment), the commander of USAMMA for medical equipment, and HQAMC (AMCOPS-SLA) for equipment belonging to the wholesale logistics system provided DAMPL issues will not be affected. If diversion of DAMPL issue assets is required, the request must be forwarded to HQDA (DALO-SMP) or HQDA (DASG-LOZ) as appropriate.

(5) ODCS, G-3 is the Army Staff proponent for cooperating with civil law enforcement officials. DAMO-OD is the Army Staff action office for processing requests for loans of equipment of an immediate operational nature.

(6) ODCS, G-4 (DALO-SMP) is the Army Staff action office for processing requests for loans of Army equipment of a routine nature.

(7) Radioactive material license requirements apply to all transfers of items to law enforcement agencies (see para 2-1p and table 2-2).

2-9. Loan or lease agreements

a. Upon approval of a DA Form 4881-6 (Request and Approval for Loan or Lease and Loan or Lease Agreement) and before shipment or issue of the materiel, the approving authority will direct that a written agreement be completed. In all cases, the statutory basis for the loan or lease will be cited. The approving authority is acting for the DOD on loans to other Federal agencies, and for the United States on leases to civil authorities and special activities. DA Form 4881-6 will be signed by the appropriate official of the loaning or leasing activity and a property accountable officer of the borrowing activity as the loan requester. When emergency loans or leases have been made as authorized by this regulation, followup action will be taken within 5 days to formalize the action by completing a loan or lease agreement.

b. Loan or lease agreements are mutually developed by the approving authority and the chief of the borrowing activity (or their designees). The agreements identify the responsibilities of all parties and include terms and conditions of the loan or lease. Use DA Forms 4881 (Agreement for Loan of U.S. Materiel), DA Form 4881-1 (Certificate for

Signature by an Alternate), 4882-2 (Military Property of the United States—Exhibit 1), DA Form 4881-5 (Agreement for Lease of U.S. Army Materiel), and DA Form 4881-6 for these activities.

c. Loan or lease agreements will be held by the issuing activity until termination and final settlement of each loan or lease.

d. If the loan or lease agreement is signed by someone other than the Accountable Property Officer, then a DA Form 4881-1 (Certification for Signature by an Alternate) will be completed. It will be attached to the signed (by the borrower) copy of the agreement that is retained by the loaning or leasing activity.

e. When the borrowing agency's authorized representative is transferred, etc., the lending agency must be notified in writing to include the replacement's name, title, and telephone number. In any case, in conjunction with paragraph 2-16c, the borrowing agency remains responsible for the loaned/leased materiel.

2-10. Surety bonds

a. The lessee shall assume the risk of loss or liability for damage to the leased property. That risk shall be covered either by insurance or the posting of a surety bond on the depreciated value of the equipment being leased or, with the approval of the ASA (ALT) the lessee may be self-insured.

b. In the case of historical property, the requirement for the recipient to post a surety bond may be waived by the Chief, CMH. Waivers are based on the ambiguity and difficulty of insuring artifacts and the benefit to the Army and the public, generated by allowing the loan to responsible but fiscally constrained organizations.

c. Bonds ensure safe return of the borrowed materiel or reimbursement for any loss of or damage to the materiel (see para 2-1v and DA Form 4881-3 (Surety Bond for Safekeeping of Public Property and Guaranteeing Reimbursement to the Government for Expenses Incident to the Loan of Army Materiel)) and DA Form 4881-4 (Power of Attorney). The bond will consist of—

(1) A properly executed surety bond with a certified bank check, cash, or negotiable U.S. Treasury bonds.

(2) A notice of bond by a reputable bonding company deposited with the leasing accountable property officer for the lease. Bonds will equal the total price of the borrowed items as shown in exhibit I to the lease agreement. A "double" bond (bond equal to twice the value of the borrowed item(s)) will be required—

(a) For Army materiel loaned to the ANRC for instruction and practice to aid the Army, Navy, or Air Force in time of war.

(b) For ordnance and ordnance stores loaned to high schools in the District of Columbia (10 USC 4653).

d. The bond does not have to be posted by the borrowing agency itself. The source of originating agency for the bond is immaterial if the bond is valid. For example, to secure a lease, a State may post bond on behalf of a city, county, or other governmental body or authority within the State.

e. In an emergency, when posting a bond would delay issue of equipment for an urgent lease, the approval authority may approve the issue prior to the posting of the bond. The bond must be posted within 5 days.

f. Bond forfeitures or exceptions to mandatory forfeitures can only be made with the approval of the SA. Forfeitures will be based on actual expense incurred by the Army. Forfeitures do not release the borrowing agency from returning borrowed materiel or affect ownership. Bonds normally are forfeited under the following conditions:

(1) Materiel is not returned at the end of a lease period or when the Army has directed return.

(2) The borrowing agent refuses to pay for damages or other Army expenses.

g. Surety bonds will be held by the leasing activity until the lease is ended and final settlement is made. At that time, the bond will be returned to the borrower.

h. If U.S. treasury bonds are posted as surety bond, the borrower must complete a DA Form 4881-4. This will enable cashing of the treasury bonds if some forfeiture is required.

2-11. Loan or lease duration

a. Army property will be loaned or leased to the accountable property officer (APO) at the activity where the loan/lease materiel will be located. It cannot be further loaned or leased by the borrower/lessee nor can it be shipped or transferred from the site originally authorized without the written approval of the original approving authority.

b. Loan or lease periods and extensions are shown in table 2-1.

c. Materiel will be loaned or leased only for the number of days needed for the specific purpose for which borrowed. Loan or lease extensions must be justified. The reasons why other means or other than Army materiel cannot be used must be included. Additionally, the requesting agencies will specifically state what actions have been taken to budget for purchase of their own equipment. Approval of loan extensions will be based on the merit of the reasons given and current Army requirements.

d. If a requirement exists for longer than the normal loan or lease period, the original request must include justification for the entire period. If approved, no additional justification is required during the duration of the agreement.

2-12. Managing the provisions of loan and lease agreements after approval

- a. The loaning/leasing command will establish a centralized management office to monitor its loans and leases and act as a liaison between the lender/lease and the borrower.
- b. Loan and lease agreements will provide for an annual inventory to be submitted to the Accountable Officer for all assets on loan or lease. Inventories will verify that the equipment is being properly maintained and that no unauthorized modifications have been made.
- c. Loans conducted under 10 USC 2572 will be reported to TACOM, AMSTA-IM-OER, Warren, MI 48397-5000 for centralized management and monitoring. TACOM will ensure annual inventories are conducted and compliance with the loan agreement is maintained.

2-13. Types of DA materiel available for loan or lease

a. Loan and lease of secondary items, spare parts, and Army Working Capital Fund (AWCF) managed items from wholesale stock are prohibited except under the following conditions:

(1) Secondary/spare parts AWCF items will be made available to non-DOD/non-Federal agencies and activities on a *reimbursable basis* subject to the Army's ability to first satisfy its own operational requirements.

(2) Secondary/spare parts AWCF items will be provided as GFE only when the part is not readily available from other sources of supply. PMs must program funds for transfer to the item manager(s) for procurement of required materiel. Equipment requirements under GFE should be managed under the AMC Management Control Activity process.

(3) SMA AWCF-managed, nonexpendable items from the wholesale logistics inventory system may be loaned, leased, or purchased by the activities specified below for the stated purposes:

(a) *DOD-funded customers.* Items may be loaned to a DOD-funded customer for a maximum of 120 days to support an approved training exercise, military emergency, or natural disaster or for engineering purposes.

(b) *Federal agencies.* The AWCF items will not be loaned but provided to other Federal agencies under 31 USC 1535 as a sale based on prior certification of funds, or receipt of monies by the supporting NICP. Agencies desiring to return materiel previously purchased may follow the materiel returns procedures outlined in AR 725-50, chapter 7.

(c) *Other services.* Nonexpendable AWCF items may be loaned to other services in support of repair/replacement programs on a short term (not to exceed 1-year) nonrecurring basis.

(d) *Civilian law enforcement officials.* AWCF items may be loaned to a civilian law enforcement activity for a maximum of 120 days for the purposes prescribed under the policies and procedures in DODD 5525.5. Civilian law enforcement activities will pay all expenses incurred for the delivery, return, rehabilitation, loss, damage, or replacement of property.

(e) *Other leases.* Under the authority of 10 USC 2667, nonexcess, nonexpendable AWCF SMA items may be leased to non-DOD/non-Federal activities when the Secretary of the Army or designee (ASA (ALT)) has determined that the item is not needed for DOD use during the proposed lease period, and the lease will promote the national defense or otherwise be in the public interest.

(f) *Commercial contractors.* The AWCF items will be provided under the terms of a approved lease agreement approved by HQDA ASA (ALT) purchase arrangement, or as GFE, only if not readily available from other sources. Program Managers must provide GFE funds for transfer to the item manager(s) for procurement of required materiel. Equipment requirements under GFE will be managed under the AMC Management Control Activity process and not under the Army's Equipment Loan and Lease Program. All serial numbered equipment will be reported to the Continuing Balance System-Expanded, by actual location, per AR 710-2 and DA Pam 738-750.

b. HQAMC (AMCOPS-SLA) will approve the AWCF loans. Approvals are contingent upon the Army's ability to first satisfy its own operational requirements. AWCF leases will be endorsed by HQAMC and approved by ASA (ALT). All loan or lease requests will include a description of the item, price, condition, anticipated return date, and a certification that the loan or lease of the item will not jeopardize the capability to support national defense requirements (DOD 7000.14-R).

c. The loan or lease recipient shall pay any and all costs associated with the loan or lease. These costs include transportation, packing, crating, handling, delivery and return of the item. At the time of return of the item, the recipient shall be required to pay any costs necessary to restore the item to its original condition or to pay for any item that is loss, or not returned within the approved period of the loan or lease.

Section II

Submission of Requests for Loan or Lease of Army Materiel Subtopics

2-14. General

a. Loan or lease requests will be expedited according to the situation's urgency. A situation may be so serious that waiting for instructions or approval from higher authority is unwarranted. Commanders will then take action as required to save human life, prevent human suffering, or reduce property damage or destruction. Such emergency actions will be reported at once to higher authority in accordance with chapter 7.

b. Requests to the U.S. Army for loan, lease, or extension will be promptly sent by the Army element support that received the request through supply channels (property book and supporting stock record account) to the action office shown in table 2–1 or as specified in appropriate regulations. All requests for loan of ARNG equipment that require HQDA action/approval will be routed through the NGB.

c. Army activities will assist requesting civil law enforcement officials asking for materiel belonging to another Service. If there are no local activities (for example, Air Force base, Navy installations) in the immediate geographical area, the agency should be given an Air Force or Navy point of contact.

2–15. Procedures for requesting loan or lease of materiel

a. Army activities.

(1) Loan requests for materiel from an Army activity, as well as extensions that are sent to HQDA ODCS, G–4 will be submitted on DA Form 4881–6 or electronically. Request will be made through the same channels that are used for ordering authorized equipment/materiel.

(2) Requests will be approved by the equipment manager or installation APO. The installation accountable property officer will serve as the commander's representative for initiating and consummating loans.

(3) DA Form 4881–6 will be sent through NGB for ARNG equipment; through the appropriate USARC MSC, through the USARC to the OCAR and the DA staff element for USAR equipment; through the appropriate MACOM to the proper AMC/MSA for wholesale materiel, or other source of supply if known; or through the installation or MACOM to HQ, CMH for historical property.

(4) For extensions beyond the maximum timeframe, where MTOE/TDA authorization has been requested, DA Form 4610 must accompany the extension request. If an extension is requested beyond the maximum timeframe allowed (2 to 4 years) and MTOE/TDA authorization is not appropriate, the extension request must include a request for exception to loan policy along with the appropriate justification. Exception to loan policy extension requests must be approved at MACOM level and forwarded to AMC responsible official and HQDA (DALO–SMP) for approval. Only situations of extreme importance will be approved. Routine requests for loan or lease of Army materiel will be sent in writing 45 days prior to the date that the materiel is required. The form will include the following:

(a) Line item number (LIN)/national stock number (NSN) and nomenclature of requested item. If LIN/NSN are not available, that is, for historical items, then a sufficient description to clearly identify the requested items must be provided.

(b) Quantity required.

(c) Requesting activity (title and unit identification code).

(d) Shipping address including DOD Activity Address Code (DODAAC), or COMSEC account number for COMSEC equipment. The shipping address should be the same location as the Requesting activity.

(e) NRC license information of recipient organization. To determine if the item requires an NRC license, consult TB 43–0116 or contact the item manager.

(f) Justification including statement that loan is to support an approved research and development effort, if applicable. RDTE efforts must specify test schedule, to include any anticipated movement of borrowed materiel.

(g) Fund citation for transportation, packing, crating, handling, and inspection (not required for COMSEC loans).

(h) For extensions—

1. Date of original loan and approving authority.

2. Loaning activity.

3. Dates of any previous extensions and approval authority.

4. Projected replacement plans if required. See DODD 1225.6.

b. *DOD activities.* Requests for materiel from another DOD activity, or an Army activity to other DOD activities, will be submitted to the approval authority (table 2–1) in writing and will include the following information:

(1) Requesting activity (full organizational name).

(2) Name and address of individual who will sign the loan agreement.

(3) Complete shipping address; including DODAAC, or COMSEC account number, where equipment is to be shipped.

(4) Complete identification of materiel to include NSN/LIN, as appropriate, and quantity required. If LIN/NSN are not available, i.e. for historical items, then a sufficient description to clearly identify the requested items must be provided.

(5) NRC license information of recipient organization. To determine if the item requires an NRC license, consult TB 43–0116 or contact the item manager.

(6) Detailed justification for loan to include urgency of need.

(7) Duration of loan.

(8) Funds to defray transportation and handling including accounting classification code.

(9) Serviceability requirements.

c. *Additional instructions for delivery of equipment.* Other federal activities and the National Museum (Smithsonian

Institution) and non-DOD Federal activities will request routine loan of Army materiel 60 days before the materiel is required from the action office listed in table 2-1. Requests will be submitted by letter to include the following:

- (1) Date request is submitted.
- (2) Title of requesting agency and/or person authorized to receive or pick up the borrowed materiel. Be specific; (for example, Special Agent in Charge John Doe, FBI, town, USA telephone number with area code).
- (3) Justification for loan to include anticipated use.
- (4) Statement that none of the requested materiel is internally available to the requesting activity.
- (5) Statement that this support is not reasonably available from local government or commercial sources.
- (6) Authority for loan (if known) (for example, public law, U.S. Code, Executive Order) (see table 2-1).
- (7) Positive identification of the type and quantity of items required. If the NSN and nomenclature are not available, identify the items needed by type, model, size, capacity, caliber, and so forth.
- (8) Geographic location should be the same location of the requesting agency.
- (9) Proposed duration of the loan.
- (10) Statement that the agency has, or will acquire capability to properly operate, maintain, secure, and care for the borrowed materiel.
- (11) NRC license information of recipient organization. To determine if the item requires an NRC license, consult TB 43-0116 or contact the item manager.
- (12) If firearms are requested, a statement that adequate facilities are available to secure the arms (see para 4-1d).
- (13) A statement that the borrower hereby assumes all responsibilities, liabilities, and costs related to the movement, use, care, security, loss, damage, maintenance, and repair of the loaned materiel.
- (14) A statement that funds is available to cover reimbursable costs.
- (15) The APO and the responsible official or designee of the borrowing activity will sign a statement that the loan agreement prepared by the Army.
- (16) Name, address, and telephone number of the APO and/or person who will serve as the point of contact for the requesting agency, authority, or activity.
- (17) Complete instructions for delivery of the equipment to ensure that shipping instructions in the request are consistent with the urgency of the situation. State whether a small quantity shipped by air, express, or other fast means will satisfy immediate needs until bulk shipments can arrive. Also state quantity immediately required.
- (18) If applicable, the number of persons to be accommodated.

d. Urgent requests. These may be made to meet unexpected or actual emergencies. Such requests may be made by telephone or by electrically transmitted message. Include information required by the above paragraphs to the extent possible. The request will be presented to the action office shown in table 2-1. The borrower will then send a complete written request to formalize the emergency request.

e. Non-Federal activities.

(1) Non-Federal activities will send lease requests (DA Form 4881-6) for lease of Army materiel 60 days prior to the requested required delivery date. The request will contain all necessary information—company address, NSN, item name, quantity, shipping address, and signature and will also include—

- (a) Date request is submitted.
- (b) Title of requesting agency and/or person authorized to receive or pick up the borrowed materiel. Be specific; (for example, name, county, town, USA, telephone number with area code).
- (c) Type of lease or loan; (for example, Boy Scout National Jamboree, American Legion Convention, and so on, with a short summary of circumstances).
- (d) Statement that none of the requested materiel is internally available to the requesting activity.
- (e) Statement that this support is not reasonably available from State or local government or commercial sources.
- (f) Authority for the lease or loan, if known—for example, public law, U.S. Code, Executive Order).
- (g) Positive identification of the type and quantity of items required. If NSN and nomenclature are not available, identify the items needed by type, model, size, capacity, caliber, serial number, and other visible means of identification.
- (h) Geographic location where the materiel will be located and used.
- (i) Proposed duration of the lease or loan.
- (j) Statement that the borrowing agency has, or will ensure capability to properly operate, maintain, secure, and care for the borrowed materiel.
- (k) Certified check made out to the U.S. Treasury in the amount of \$900.00 (unless fee is waived by ASA (ALT)).
- (l) The administrative fee to be collected; this fee is nonrefundable.
- (m) DA 4881-6 signed by the equivalent of the Army installation APO.
- (n) Letter of justification for the use of the materiel to the customer, and the duration of the lease.
- (o) Proof of insurance and/or a surety bond to equal fair market value.
- (p) Copy of the export license for demonstration in a foreign country

(q) NRC license information of recipient organization. To determine if the item requires an NRC license, consult TB 43-0116 or contact the item manager.

(r) If firearms are requested, a statement that adequate facilities and licenses are available to secure and hold the arms (see para 4-1d).

(s) A statement that the borrowing activity will assume all responsibilities, liabilities, and costs related to the movement, use, care, security, loss, damage, and repair of the loaned or leased materiel.

(t) A statement that funds are available to cover reimbursable costs. Also, a statement that an adequate bond will be furnished, if required.

(u) A statement that the loan or lease agreement prepared by the Army, to be signed by the APO and the responsible official or designee of the borrowing activity.

(v) Name, address, and telephone number of the APO and the person who will serve as the point of contact for the requesting agency, authority, or activity.

(2) Although materiel is leased in "as is, where is" condition, arrangements can be made to have materiel shipped provided the recipient pays all costs. In this instance, ensure that the instructions for delivery of the equipment are complete and consistent with the urgency of the situation. State whether a small quantity shipped by air, express, or other fast means will satisfy immediate needs until bulk shipments can arrive. Also state the quantity immediately required.

(3) The customer is responsible for the shipping arrangements other than arms that are sent registered mail. Registered mail estimates are given to the customer who in turn must provide a certified check prior to the shipment. The customer and company location would be checked for proper storage, security, and care of the materiel prior to shipment.

2-16. Actions by approving authorities

a. Each level within the approval chain must carefully weigh the impact of diverting equipment from authorized Army claimants before granting approval for loans or leases.

b. Any equipment whose diversion will create an adverse impact on force readiness will be granted only with the concurrence of the appropriate operational element at that level.

c. Equipment loaned to Army activities must be carefully reviewed to ensure that the requirements outlined by TAADS are not bypassed using loan procedures. Equipment on loan or lease is not an authorized requirement in the authorized acquisition objective; therefore, the Army cannot procure replacement items to offset the effects of the loan or lease. This results in shortages to authorized claimants.

d. Prior to transfer, the approving authority must notify the recipient of any safety or hazardous material issues or requirements involved with the equipment to be loaned or leased. After receipt of the items, compliance with any such requirements becomes the responsibility of the recipient. Notification of the recipient will be documented in writing, and included in the loan or lease paperwork.

e. Because the information must be obtained from the applicable AMC MSC for requests received directly at HQDA, MACOM and subordinate elements should determine this information and forward it to HQDA with the loan or lease request if received at that level. The information below is required for approval decisions at HQDA level or higher:

(1) Availability of substitute, less critical items to satisfy the requirement.

(2) Asset posture (authorized and on hand) within the wholesale logistics system.

(3) HQAMC/MSC recommendation on source of equipment if the loan or lease is approved.

(4) Alternate source of equipment if recommended source is not selected.

(5) Impact on Army to include payback data if procurement will offset impact prior to loan or lease termination.

f. The appropriate action office will provide notification of approval or disapproval to the requester and appropriate loaning or leasing activity. If approved, the notification will provide the appropriate point of contact within the AMC MSC, medical activity, or other agency for the borrower to contact to consummate the loan or lease agreement.

g. For COMSEC items, approving authorities must obtain NSA approval.

h. For items loaned less than 10 USC 2572, ensure the requesting organization has been qualified by TACOM as an authorized recipient in accordance with paragraph 6-2b.

2-17. Actions by loaning or leasing activity

After execution of the lease the following must be accomplished:

a. An accurate audit trail will be established by all activities who loan or lease equipment. This entails moving stock from sector 05 to sector 08.

b. Documents establishing the loan or lease agreement to other than Army agencies will contain a "hold harmless" clause similar to that clause provided in paragraph 4e of DA Form 4881. The certified checks will be submitted through proper channels and deposited to the U.S. Treasury.

c. A copy of the signed lease agreement will be provided to the MACOM centralized loan/lease area along with a

copy of the cash collection voucher, insurance, and/or surety bond. If materiel is not returned at the end of the loan or lease period, the owning activity should correspond directly with the responsible individual who signed the loan or lease agreement. Coordination should be effected with command counsel for legal advice as to appropriate action, which may be initiated.

d. Failure to return Army materiel upon demand will be cause for the loaning or leasing activity to elevate requests for resolution through the chain of command.

e. Failure to return Army materiel at the end of the loan or lease period may result in repossession at the recipient's expense and will impact approval of future loans/leases to delinquent borrowers.

2-18. Provisions for loaning Army Working Capital Fund items

a. The following contains the policy for loan of a tactical AWCF Authorized Stockage List (ASL).

(1) AWCF ASL materiel may be loaned for a maximum of 60 days for the following mission requirements:

(a) Off-site training exercise. (Loans will not be made for home station training exercises)(Away from home station).

(b) National Training Center Rotation.

(c) Joint Chiefs of Staff exercises.

(d) Military emergency.

(e) Natural disaster.

(f) Counterdrug/counterterrorism.

(2) The Unit requesting the loan must be assigned to the same installation as the SSA that is loaning the materiel. AWCF transportation funds will not be used for movement of materiel and stocks will not be requisitioned for the purpose of making a loan.

b. The following comprises the approval process for loaning tactical ASL AWCF items.

(1) The Commander for whom the tactical ASL is maintained is the approval authority for all loans of items listed on the tactical ASL.

(2) If 100 percent of the tactical ASL is taken to training, the Commander will take the Standard Army Retail Supply System system that is the system of record by routing identifier code and DODAAC for that ASL with the Unit. Movement of stocks in this circumstance is not considered a loan under the provisions of this regulation/policy. Requests for AWCF materiel will be submitted to the supporting supply support activity accountable officer as a funded voucher document. The SSA accountable officer will determine the validity of the requested items as compared to items available on the ASL. If approved by the Commander, the accountable officer will provide a copy of the request to the AMC installation representative, located at the respective installation.

c. The following is the submission process.

(1) Request for tactical ASL AWCF items will be submitted on DA Form 4881-6. Loan materiel will not be issued to the borrower until all the necessary approvals have been obtained. A request for loan will contain the following information:

(a) Unit administrative data of the borrowing activity.

(b) NSN.

(c) Quantity.

(d) Nomenclature.

(e) Loan document number assigned by the requesting unit.

(f) DODAAC of the requesting unit.

(g) Effective date the loan starts.

(h) Funded requisition for the total dollar amount of the temporary loan.

(2) The SSA that loans the items will use SARSS for the processing of the loan. The item temporary in use process in SARSS will be used to establish the loan. The accountable officer will ensure that all loaned items are placed in Ownership/Purpose code "L" on the stock record account .

d. The following coordinating instructions should be followed:

(1) If after 90 days (30 days beyond loan expiration), the materiel has not been returned to the loaning accountable officer as required, the accountable officer will process the requisition(s) previously provided by the borrower and insure that the borrower is billed for loaned materiel unless the using unit has requested an extension (of the loan period) to meet a valid operational requirement. This request for the loan extension period will be processed through the accountable officer to the first O-6 level in the tactical SSAs chain of command. Once approved a copy will be furnished to the installation supply representative (ISR) for information purposes only.

(2) Tactical AWCF ASL items may be loaned as backup materiel only. If the borrower consumes the loaned items, the Accountable Officer will be notified as soon as possible and the using Unit will be billed for the items consumed.

(3) The borrowing unit is responsible for all charges related to borrowed items; purchase if consumed, shipping, inspections, packaging and handling. The borrowing unit is also required to pay all costs associated with any special re-certifications of any loaned item.

(4) The SSA accountable officer will maintain records to provide an accurate audit trail for the loan materiel and provide copies of suspense and closeout documents to the AMC ISR

(5) The borrowing unit will maintain accountability of all items borrowed at all times in accordance with AR 710-2.

(6) Loans for tactical AWCF ASL items to customers will not require unique signed loan agreements and certificate of receipt.

(7) The AMC ISR will maintain suspense files that include copies of any documentation that authorizes the loan of materiel or relates to the loan transactions and will reconcile these records with the accountable officer on a quarterly basis as a minimum.

(8) Loaned materiel may be recalled by the accountable officer at any time to meet Army requirements. The recall of any loaned equipment will be coordinated with the commander of the unit that borrowed the items. If the unit deems the item essential to the success of the on-going requirement, the unit/supporting SSA will process a requisition to purchase the item. The ISR will be provided an information copy of the action.

2-19. Provisions for loaning Army Working Capital Fund items

a. The following contains the policy for loan of nontactical AWCF ASL.

(1) AWCF materiel may be loaned for a maximum of 60 days for the following mission requirements:

(a) Off-site training exercise (away from home station).

(b) National Training Center Rotation.

(c) Joint Chiefs of Staff exercise.

(d) Military emergency.

(e) Natural disaster.

(f) Counterdrug/counterterrorism.

(2) The unit requesting the loan must be assigned to the same installation as the tactical SSA that is loaning the materiel.

b. The following is the approval process for loaning nontactical ASL AWCF items:

(1) The Accountable Officer for the loaning SSA will forward all loan requests through their chain of command to the Executive Agent for loans at Rock Island Illinois.

(2) Requests for AWCF materiel will be submitted to the supporting SSA accountable officer as a funded voucher document. The SSA Accountable Officer will determine the validity of the requested items as compared to items available on the ASL. If approved, a copy of the request will be provided to the AMC ISR, located at the respective installation.

c. The following is the submission process:

(1) Request for non-tactical ASL AWCF items will be submitted on DA Form 4881-6-R. Loan materiel will not be issued to the borrower until all the necessary approvals have been obtained. A request for loan will contain the following information:

(a) NSN.

(b) Quantity.

(c) Nomenclature.

(d) Loan document number assigned by the requesting unit.

(e) DODAAC of the requesting unit.

(f) Effective date the loan starts.

(g) Funded requisition for the total dollar amount of the temporary loan.

(2) The SSA that loans the items will use SARSS for the processing of the loan. The item temporary in use process in SARSS will be used to establish the loan. The accountable officer will ensure that all loaned items are placed in Ownership/Purpose code "L" on the ASL.

d. The following are coordinating instructions:

(1) If after 90 days (30 days beyond loan expiration), the materiel has not been returned to the loaning accountable officer as required, the accountable officer, will initiate the necessary documents to bill the borrower for this loan materiel, unless the using unit has requested an extension (of the loan period) to meet a valid operational requirement. This request for the loan extension period will be processed through the accountable officer chain of command to the executive agent for loans in Rock Island, IL. Once approved, a copy will be furnished to the ISR for information purposes only.

(2) Nontactical AWCF ASL items may be loaned as backup materiel only. If the borrower consumes the loaned items, the accountable officer will be notified as soon as possible and the using unit will be billed for the items consumed.

(3) The borrowing unit is responsible for all charges related to borrowed items; purchase if consumed, shipping, inspections, packaging and handling. The borrowing unit is also required to pay all costs associated with any special recertifications of any loaned item.

(4) The SSA accountable officer will maintain records to provide an accurate audit trail for the loan materiel and provide copies of suspense and closeout documents to the AMC ISR.

(5) The borrowing unit will maintain accountability of all items borrowed at all times in accordance with AR 710–2.

(6) Loans for non-tactical AWCF ASL items to customers will not require unique signed loan agreements and certificate of receipt.

(7) The AMC ISR will maintain suspense files that include copies of any documentation that authorizes the loan of materiel or relates to the loan transactions and will reconcile these records with the accountable officer on a quarterly basis as a minimum.

(8) Loaned materiel may be recalled by the executive agency for loans at any time to meet Army requirements. The recall of any loaned equipment will be coordinated with the accountable officer and ISR of the Installation that loaned the items. If the unit that borrowed the items deems the item essential to the success of the on-going requirement, the borrowing unit/supporting SSA will process a requisition to purchase the item. The ISR will be provided an information copy of the action.

Chapter 3

Accounting Procedures

3–1. Loan or lease document format

a. When the lending or leasing accountable property officer receives copies of the request, the agreement, the surety bond (if required), and the written loan or lease authorization from the approving authority, the request will be converted to Military Standard Requisitioning and Issue Procedures (MILSTRIP) requisition format DD Form 1348–1A (Issue Release/Receipt Document) shown in table 3–1. Exception data such as transportation fund cite and "mark for" information can be inserted into the remarks section. Submit the MILSTRIP requisition format (table 3–1) into the supply system. Send a Materiel Release Order/DD Form 1348–1A to the shipper. In emergencies, requests and authorization for loans or leases may be made by telephone. The formal request, agreement, bond, and authorization will follow.

Table 3–1
MILSTRIP Requisition Format

Card Columns	Code or Data
1–3	AOE (request for supplies with exception data)
4–6	Routing identifier code (lender)
7	Media status code
8–22	National stock number
23–24	Unit of issue
25–29	Quantity
30–43	Document number
30–35	DODAAC of the requisitioner, if applicable, otherwise DODAAC of the accountable property officer/MSC
36–39	Julian date
40–43	Serial number
44	N (nonrecurring demand)
45–50	Supplemental address(loanee DODAAC) for DOD units. For non-DOD activities enter YOOOOO
51	M (shipping and billing data location)
52–53	G–4 for loans to nonresearch and nondevelopment activities. G–6 for loans to research and development activities.
54–56	Blank
57–59	Project code if applicable
60–61	Priority
62–64	Required delivery date

Table 3-1
MILSTRIP Requisition Format—Continued

65-66	Blank
67-69	Depot routing identifier code
70	Purpose code
71	Condition code
72	Management code
73-80	Blank

b. Loaned or leased property will be kept on the accountable records of the owning property account. Loan materiel should not be reported on hand at the borrowing activity. It should only be reported as “loan materiel.” The entry showing the quantities will be supported by DD Form 1348-1A, and copies of the loan or lease agreement and surety bond (if required) will be retained. For installations, this should be the consolidated installation property book officer (PBO).

c. Loans and leases will be processed by accountable property book officers according to normal supply procedures, except as modified by this regulation.

d. Accountable property book officers, including the PBO of the borrowing activity and/or the stock record officer of the installation supply support activity, will keep files to provide an audit trail for transactions and a single source of accounting and billing for reimbursement. Record and maintain current loan/lease information in the Army Loan Tracking system (ALTS). No separate property book accounts will be set up for these items. However, copies of loan records, for items loaned under 10 USC 2572, will be forwarded to TACOM, Attn: AMSTA-IM-OER, Warren, MI 48397-5000 for inclusion in the central registry, annual inventory and reporting, and enforcement of the loan agreement. Items, with dates shipped, will be identified by use of “loan or lease control numbers” in loan or lease files and in supporting documentation. The files will include at a minimum—

(1) The loan or lease request. If the request was made by telephone (urgent), a copy of the Memorandum for Record prepared to summarize the call will be used.

(2) The approving authorization to make the loan or lease.

(3) The loan or lease agreement.

(4) A copy of the surety bond document (certified check, U.S. Treasury bonds, or adequate bond from a bonding company).

(5) DD Form 1348-1A, used for shipping the items and a signed copy verifying receipt. If items being shipped contain radioactive material, the words “radioactive material” should appear in the remarks section.

e. In addition, a master loan or lease register with the control number and shipping document number will be maintained.

f. Loaned COMSEC equipment records are maintained in the Army COMSEC Commodity Logistics Accounting Information Management System at USACSLA. COMSEC equipment is shipped to Army COMSEC accounts by the Armed Forces Courier Service. The SF 153 (COMSEC Materiel Report) is used to ship classified COMSEC equipment; DD Form 1348-1A is used to ship controlled cryptographic items (CCI) to other property accounts, and a signed copy, returned to the shipper, serves as verification of receipt. The CCI must be reported in accordance with AR 710-3.

3-2. Shipment of loaned or leased materiel

a. Army materiel will be shipped only to the accountable PBO authorized to receive and sign for the materiel. To keep the materiel out of unauthorized hands, consignees (receivers) will be advised by the shipping activity of—

(1) The items and quantities to be provided.

(2) The source of supply.

(3) Whether the items are to be picked up or shipped.

(4) Shipments made

b. All shipments of loaned or leased equipment will be documented on DD Form 1348-1 or SF Form 153. DD Form 1348-1A or SF Form 153 will be generated by the shipping depot where materiel is stored in accordance with AR 725-50 and TB 380-41. They will include required special instructions, (that is, accounting classification or other data for charging transportation cost to borrowers, and serial numbers, if applicable) of items shipped. The receipt certificate (not applicable to classified COMSEC) (fig 3-1) will be typed on two copies of DD Form 1348-1A and included with the depot shipment. The depot will also include a self-addressed envelope for return of the signed document to the AMC MSC.

I certify receipt of and assume responsibility for the Army materiel listed on this document. The items were received in good condition except as noted. Serial numbers have been verified [omit if not applicable].

Signature of responsible officer

Typed name of responsible officer and date

Figure 3–1. Sample receipt certificate

c. One copy of each signed DD Form 1348–1A or SF 153 (for classified COMSEC) will be returned to the shipper; one copy of each form will be kept in the borrower's file.

d. The installation or depot transportation officer is responsible for coordinating movement of the items that must be shipped.

e. Shipments, including those to foreign countries, will be made on commercial bills of lading (CBL). Freight charges will be paid by the borrower. The CBL will cite proper project codes. In emergencies where use of CBL would delay shipment, Government bills of lading (GBL) may be used subject to later reimbursement. Shipments to Boy Scout World Jamborees in foreign countries will be by GBL unless otherwise specified by the Boy Scouts.

f. Shipments will be consolidated to the maximum extent possible to obtain the lowest charges available.

g. Separate shipping instructions will be furnished for each recipient, convention, jamboree, and so forth, to ensure correct consignee address.

h. Transportation will be at no expense to the Government. The Defense Transportation Services, Air Mobility Command and Military Traffic Management Command will send all billings for such transportation costs to the Defense Finance and Accounting Service (DFAS). The DFAS will then bill the fiscal station servicing the accountable property office that made the loan. This fiscal station will then bill the borrower for these transportation costs. Army materiel loaned or leased to non-DOD activities is not authorized for overseas movement on a space available basis by Air Mobility Command without their prior approval.

i. Shipments containing hazardous or radioactive material will comply with the appropriate Department of Transportation (Title 49 CFR) or NRC regulations (Title 10 CFR 0–99).

j. Detailed procedures for the shipment, security, accounting, reporting, and loss of CCI are contained in DA Pam 25–380–2.

k. Transportation of materiel to a leased customer will be at no expense to the Government. All shipment of materiel except for arms should be arranged between customer, shipper and ship depot. Arms are sent registered mail and need to be handled by the MACOM lease office because the arms depot does not accept money or credit cards. An estimated shipping fee will be provided to the customer and received before the shipment is mailed.

3–3. Receipt of borrowed property

a. The person authorized to receive the materiel (whether shipped or picked up) will check the quantities received against the quantities shown on the DD Form 1348–1A. This person will also verify the condition of the materiel. Any variation in quantity or condition must be resolved at once. If the shortage or damage is not due to a common carrier, the borrower will submit, through the approving official, an SF 364 (Supply Discrepancy Report (SDR)) per AR 735–11–2. A copy of the SDR will be provided to the loaning official at the MSC in order to expedite resolution.

b. When a DD Form 1348–1A has not been received by the borrower and does not accompany the shipment, an informal report will be made at once to the accountable property officer. The report will include the nomenclature, quantities, condition, and, if applicable, the mode numbers and serial number(s) of all materiel received.

c. When shipment has been verified, the borrower (or designee) will enter the quantity received on two copies of the DD Form 1348–1A. Serial numbers will also be entered for serial numbered items. The completed copies of the DD Form 1348–1A will be signed by the authorized person. One copy of the DD Form 1348–1A will be returned to the accountable property officer.

d. If shipments are received damaged or short, take action described in paragraph 3–7.

e. Classified COMSEC equipment is transferred between COMSEC accounts using SF 153. The recipient of the equipment will return the signed SF 153 to the shipper immediately. It is the responsibility of the shipper to follow up with the receiving COMSEC account if 30 days have elapsed from the date of shipment and the signed SF 153 has not

been returned. The followup may be extended to 45 days when shipment is from CONUS to overseas, overseas to CONUS, or from theater to theater. If the shipper cannot obtain or otherwise resolve confirmation of receipt on the first followup, the problem will be referred to USACCSLA, ATTN: SELCL-KP.

3-4. Accounting by borrower and lender

a. Accounting by borrower. Army borrowing activities should maintain suspense files that include copies of all documents that authorize the loan of materiel and relate to loan transactions. Such files will assist in returning materiel within the approved loan period. Files should be retained for audit or any other purpose as required. These files may be destroyed after return of the borrowed materiel and final completion of all accounting requirements including reimbursement for Army costs related to the loan. Non-Army borrowers are encouraged to conform to the requirements above. Files, however, may not be destroyed if used as GFE. Contractor property records must be maintained for audit trails.

b. Accounting by lender.

(1) Upon receipt of the signed copy of DD Form 1348-1A from the authorized borrower, the lending accountable property officer will take action to include the dollar value of the loaned equipment (meeting financial capitalization thresholds) in the quarterly report of personal property end-of-year period balances (by category and dollar amount). This information will be provided to the supporting accounting office and used by the accountant to update general ledger account number 1764, "Equipment on Loan." Once the equipment is returned by the borrower, the lending accountable property officer will report the decrease in the next quarterly financial status report.

(2) For historical property loaned under 10 USC 2572, upon receipt of the signed copy of the DD Form 1348-1A from the authorized borrower, the artifact accountable officer will forward a copy of the file to TACOM, attn: AMSTA-IM-OER, Warren, MI 48397-5000 for inclusion in the central registry, annual inventory and reporting, and enforcement of the loan agreement. TACOM will report semiannually all items loaned or donated under 10 USC 2572 to ASA (ALT). Reports will be submitted no later than April 15 and October 15, with cutoff dates of March 31 and September 30, respectively.

3-5. Return of borrowed materiel

a. If requested, the borrower must supply an inspection report (DA Forms 2404 (Equipment Inspection and Maintenance Worksheet) and 2407 (Maintenance Request), and 261-5) to be used to determine disposition. Repairs must be made prior to return if instructed by the commodity manager at the lending MSC.

(1) Borrowed materiel will be returned to the Army in the condition received, less fair wear and tear, unless the terms of agreement specify otherwise.

(2) Property for which repair cost is claimed will be held at the Army depot, or installation until final charges are determined, and a release is given by the respective property officers.

(3) Commodity managers will direct returned materiel to a depot equipped to handle/store the materiel or in which a repair program exists. The materiel will be returned using the NICP assigned loan document number.

b. Accountable property officer actions include the following:

(1) At the end of a loan or lease period, recall, or upon notice by the borrower that the materiel is no longer needed, the accountable property officer will send a letter of instruction to the borrower for return of the materiel. The letter will verify or modify the turn-in instructions provided in the original agreement.

(2) The following procedures will be utilized by accountable property officers to terminate loan or lease agreements.

(a) No specific termination action is required for loans or leases up to 30 days unless the materiel is not returned by the expiration date. In this case, a written termination notice will be sent to the borrower in 30-day intervals at succeeding levels of command until the materiel is returned or other settlement is made.

(b) For loans or leases over 30 days, an expiration warning notice will be sent by the lending activity to the borrower at least 60 days prior to the expiration date. This warning notice will be signed at the first line supervisory level. At least 30 days after the expiration date, a termination notice will be sent to the borrower, signed by the second line supervisor of the lending activity, if the materiel has not been returned or other settlement made. If the materiel has not been returned or an extension requested 60 days after the expiration date, the loan or lease is considered delinquent. A final termination notice signed at the general officer/senior executive service level will be forwarded to the borrower.

(c) When these efforts have been unsuccessful in concluding a loan or lease agreement, assistance will be requested from higher headquarters. If all MACOM echelons are unsuccessful, a full report of all actions and circumstances will be forwarded to HQDA ODCS, G-4, ATTN: DALO-SMP, 500 Army Pentagon, Washington, DC 20310-0500, with accompanying correspondence.

(d) Failure to comply with the disposition instructions and the subsequent notices could result in repossession of the property at the borrower's expense. When applicable, the borrower could face criminal and or civil charges because of non-compliance with the disposition instructions and subsequent notifications.

(3) After receiving proof of shipment/receipt, the APO will clear records and close the loan. This includes making all necessary inventory adjustments, obtaining fees for repairs, and updating the ALTS.

(4) The accountable property officer will notify the servicing finance and accounting office (FAO) of any reimbursement required.

3-6. Actions by the receiving installation, depot, or arsenal

a. The installation, depot, or arsenal receiving activities will inspect returned materiel.

(1) If the quantity received differs from the quantity shipped, the actual quantity received will be entered on DD Form 1348-1A. A SF 364 will be initiated for quantity variances. Evidence of negligence or willful misconduct will be reported to support report of survey investigation. If the quantity of classified COMSEC equipment received differs from the quantity shipped, the depot will send a corrected SF 153 to the COMSEC account that made the shipment. If the variance cannot be resolved, a report of survey will be initiated.

(2) If the condition of the property differs from that noted on the DD Form 1348-1A; the variation will be stated.

b. Loaned or leased materiel returned in an unserviceable condition will be inspected by qualified technical inspectors at installation level and by quality assurance activities at depots to determine condition code.

c. If the condition of returned materiel is the same as noted on the receipt document or the propositioned materiel receipt card, the item will be processed as a normal receipt.

d. If there is a discrepancy between the actual condition of the item and the assigned condition code on the receipt document, obtain an estimate of repair cost and continue normal receipt documentation processing.

e. The receiving depot or installation will prepare an inspection and surveillance report on DA Form 3590 (Request for Disposition or Waiver) for each returned item that needs repair. Documentation will also be prepared for shortages and will include the cost of equipment repair or the value of shortage using standard prices. Two copies of each report will be sent to the proper accountable property officer.

3-7. Loan extensions

a. Loan extensions beyond the specified period outlined in table 2-1 may be considered case by case. The loan program is not intended to support long-term recurring requirements. If a loan or lease has been approved or extended for a period longer than 1 year, the correspondence advising the customer of the approval will advise the customer that an annual inventory must be conducted. The borrower must provide a statement of the results of annual inventory with all extension requests to the accountable property officer of the loaning or leasing activity. The AMC MSCs will not consider extension requests without an inventory statement from the borrower.

b. If no discrepancies are noted, the accountable property officer will file the signed annual inventory form in the borrower's memorandum receipt file.

c. If the borrower's annual inventory shows that amounts and kinds of Army materiel for which the borrower is responsible differ from that actually in his or her possession, the APO will take the following actions:

(1) For overages, assume accountability for the overages noted on the annual inventory form. Use a copy of the annual inventory form as a debit voucher to the account. No approval of this voucher is needed.

(2) For shortages, act to obtain reimbursement for the value of the missing property or to adjust the discrepancy by report of survey.

3-8. Lost, damaged, or destroyed materiel

a. Damage or loss that is the fault of the carrier will be billed to the carrier after reconciliation.

b. Any Army materiel loaned at the request of an FEMA regional director that is not returned according to instructions in this chapter, will be reported to the regional director who will arrange for proper reconciliation and reimbursement.

c. Reports of survey for damaged or lost property will be submitted by borrowing Army units as directed by AR 735-5.

Chapter 4

Loan or Lease of Arms and Accouterments

4-1. General

a. Loan or lease of arms and accouterments requires special processing and handling. Loans or leases to DOD and non-DOD activities will be handled as a normal loan or lease according to instructions in this chapter with the added requirement of maintaining serial number visibility.

b. The Commander, LOGSA has been designated by AMC to maintain a centralized serial number visibility record for all small arms made for the Army. LOGSA maintains accountable property records for loans to organizations such as the director for civilian marksmanship and for loans and leases to non-DOD activities such as the FBI, United States Secret Service, and veterans' organizations. However, visibility of loans made under title 10 USC 2572 will be maintained at TACOM, AMSTA-IM-OER, Warren, MI 48397-5000 in the central registry.

c. Requests for loan or lease of arms that are type classified standard (logistics control code A or B) will be filled with the lowest type classified items available.

d. Borrowers of Army arms will be fully responsible for the care, custody, and proper use of loaned materiel. Physical security measures must adhere to the Defense Security Service and the Lautenberg Amendment and be equal to or greater than the minimum requirements cited in AR 190–11, appendix H. A statement that adequate facilities and licenses are available to secure and hold the arms must be submitted.

e. If borrowed arms are lost, stolen, or unaccounted for, the borrower must inform the lender (accountable property officer), local security office or military police station, the local police, and the FBI within 24 hours after discovery.

f. This regulation does not apply to arms issued to ROTC units under the National Defense Act (AR 710–2 is applicable.)

4–2. Loans or leases to civilian activities

a. The Army may loan arms and accouterments to civilian authorities and to civilian activities in the following instances:

(1) For use by Federal agencies or departments in protection of public money and property (10 USC 4655).

(2) Obsolete or condemned rifles (not more than 10), slings, and cartridge belts may be loaned to local units of any national veteran's organization for use by that unit in ceremonies, for example, for a funeral for a former member of the Armed Forces.

(3) The organization must be recognized by the Veterans Administration (10 USC 4683). Obsolete or condemned rifles will not be loaned under 10 USC 2572.

b. Approved requests will be sent to TACOM, Rock Island, IL 61299–7630, for completion of a formal loan agreement and issue of items (see app B). Serial number control data will be entered in the Unique Item Tracking Program.

c. Shipments and returns are described in chapter 3, except as follows:

(1) Shipment of arms and ammunition will conform to all security and hazardous material requirements (see AR 190–11). The responsible property book officer (borrowing activity) for materiel on loan or lease will request disposition instructions from the accountable property book officer when materiel is no longer needed or at the end of the loan or lease period. Loaned or leased materiel may be withdrawn from the borrowing activity at any time to satisfy military requirements.

(2) The accountable property book officer will—

(a) Issue shipping instructions for the return of property to a designated installation. The letter of instruction will contain a MILSTRIP document number (AR 725–50, table C–4) for each line item scheduled for return to be used for the shipment. The shipper will be directed to cite this document number on the shipping document.

(b) Prepare and submit to the receiving installation a prepositioned materiel receipt card, DD Form 1486 (DOD Materiel Receipt Document, DOD), as advance notice of the shipment. Exception data will be annotated as follows: "Return of Loan from Other Government Agency—Report Receipt of Arms and Accouterments Accountable Property Officer, ATTN: AMSTA–LC–LEAR." A copy of the letter of shipping instructions (see 4–2c(2)) will be enclosed with the prepositioned materiel receipt card for information.

(3) Upon receipt at the receiving installation, property will immediately be inspected. Cost of repairing unserviceable items and cost of replacement, if irreparable, will be determined at time of inspection. The MILSTRIP receipt card will be mailed to the accountable property book officer with estimated cost of repairing damage and detailed materiel condition as exception data.

(4) Upon notification of materiel receipt, the accountable property book officer will clear the loan record with a credit entry verifying return of materiel, and file the receipt document with the other records.

Chapter 5 Reimbursement

5–1. Reimbursement policies and procedures

a. *Policy.*

(1) DA elements do not program for costs related to loan or lease of Army materiel. Lost, damaged, or destroyed property will be accounted for per AR 735–5.

(2) Loans to non-DOD Federal activities are made on the basis that there will be no extra cost to the Army. Costs that are in addition to normal Army operating expenses (incremental costs) will be reimbursed by the borrower. This provision will be part of the loan agreement.

(3) In cases of aircraft piracy, civil disturbance, disaster relief, or protection of the resident or visiting dignitaries, emergency support will not be withheld for lack of a formal reimbursement agreement. In these cases, the supporting

Army element will absorb initial costs (within existing fund availability). Reimbursement for other than United States Secret Service costs for protection of the President will be coordinated later.

(4) Leases made under 10 USC 2667 will require that the borrower pay a lease fee in the amount that is not less than the fair market value of the lease interest in addition to paying all incremental costs discussed in 5-1a(2). The lease fee will be determined on the basis of prevailing commercial rates, computed using sound commercial accounting practices, including a return on capital investment and administrative cost as well as depreciation. Leases made under this section will include a provision establishing the rental cost of the materiel and method of payment. A nonrefundable administrative fee of \$900 will be charged for the preparation of a lease, and \$900 will also be assessed for the renewal of a lease when the original lease is less than 5 years.

(5) Loans made under 10 USC 2572 will be made at no cost to the Government. The borrower must assume all expenses (to include preparation, shipping, and so on.) associated with the loan.

(6) Support to the United States Secret Service will be on a reimbursable basis except for costs directly related to protection of the President or Vice President or line of succession. Requests for reimbursement for all other support for United States Secret Service will be per DFAS-IN Regulation 37-1.

(7) The cost of emergency support will be billed directly to the recipient.

(8) User charges will conform to DFAS-IN Regulation 37-1 and this chapter.

(9) User charges for other than civilian law enforcement actions may be waived or reduced when:

(a) The recipient of the benefits is engaged in nonprofit activity designed for the public safety, health, or welfare.

(b) Payment of the full fee by a State, local government, or nonprofit group would not be in the interest of the program.

(c) Furnishing of the service without charge is an appropriate courtesy to a foreign country or international organization, or comparable fees are set on a reciprocal basis with a foreign country.

(d) The incremental cost of collecting the fees would be an unduly large part of the receipts from the activity.

(10) The Army must be reimbursed for equipment damaged or destroyed by the borrowing agency (regardless of cost) prior to committing a replacement item to the borrower (Federal) or the lessee (non-Federal).

b. Procedures.

(1) The Army accountable property officer handling the loan or lease of DLA SMA, AWCF items from an Army activity will coordinate DLA billings and borrower reimbursement to ensure that Army incremental costs are reimbursed. Requests for loan or lease of DLA-owned and -stored materiel should be submitted directly to Director, Defense Logistics Agency, ATTN: DLA-MMS, 8725 John J. Kingman Road, Suite 2533, Fort Belvoir, VA 22060-6221.

(2) Installation financial accounting for "accounts receivable or payable (bonds)" will conform to DFAS-IN Regulation 37-1.

(3) The FAO supporting the supplying APO will record all charges, including accounts receivable of AWCF offices (or branch offices), in separate ledger accounts for each borrower.

(4) Charges and collections recorded in each loan or lease account will be reported per Army regulations and directives prescribing the reporting of the fund status in any current fiscal year.

(5) Billing will be initiated on SF 1080 (Voucher for Transfer Between Appropriations and/or Funds), and sent to the borrower within 45 days of turn-in of materiel and loan or lease termination. For loans of arms and accouterments and issue of ammunition per 10 USC 4655, the SF 1080 will be annotated to show that collections are to reimburse DA appropriations.

(6) Special appropriations established to support disaster relief would be used promptly by Army commanders concerned to ensure that all direct expenses are charged to the special appropriation. Exclude those charges subject to reimbursement by the ANRC. The ANRC reimburses the Army for supplies, materiel, and services for which they are responsible in the disaster area.

5-2. Reimbursable costs

Unless specifically stated, borrowing agencies, authorities, and activities will reimburse the Army for all costs related to loan or lease of Army materiel to include but not limited to the following:

a. Any overtime pay and pay of additional civilian personnel required to accompany, operate, maintain, or safeguard borrowed equipment.

b. Travel and per diem expenses of Army personnel (military and civilian).

c. Packing, crating, handling, and shipping from supply source to destination and return. This includes port loading and off loading.

d. All transportation including return for repair or renovation.

e. Hourly rate for the use of Army aircraft.

f. Petroleum, oils, and lubricants (including aviation fuel).

g. The cost of materiel lost, destroyed, or damaged beyond economical repair except for Army aircraft, motor vehicles, or motor craft used in connection with law enforcement efforts involving aircraft piracy.

- h.* Utilities (gas, water, heat, and electricity). Charges will be based on meter readings or other fair method.
- i.* Any modification or rehabilitation of Army real property that affects its future use by DA. In such cases the borrower will also bear the cost of restoring the facility to its original form.
- j.* Overhaul of returned materiel. Renovation and repair will conform to agreement between the Army and the borrower (see para 5-5a). A 25 percent (value of loan/lease) nonrefundable deposit will be submitted to U.S. Army Aviation and Missile Command (AMCOM) for all petroleum and water equipment so as to allow for refurbishment of materiel at end of loan period.
- k.* Repair parts used in maintenance or renovation.
- l.* Price decline of borrowed stock fund materiel at which returned property can be sold.
- m.* Issue and turn-in inspection labor costs.
- n.* Reimburse shipping, receiving, and materiel release order handling and inventory changes associated with loan.
- o.* Charges for the use of Army motor vehicles and water craft except petroleum, oils, and lubricants and per diem costs.
- p.* The use of real property.
- q.* Restoration costs for historical property.
- r.* Lease fees.

5-3. Nonreimbursable costs

The following costs are normal operating expenses of the Army for which no reimbursement is required:

- a.* Regular pay and allowances of Army military or civilian personnel (except travel and per diem costs).
- b.* Administrative overhead costs for loans only.
- c.* Annual and sick leave, retirement, and other military or civilian benefits except as provided in certain cases.
- d.* Telephone, telegram, or other electronic means used to requisition items, replenish depot stocks, or coordinate the loan.
- e.* Borrowers will not be billed for damage to or excessive wear of returned equipment if the equipment will not be repaired because of the lack of a proposed or established repair/overhaul program. This does not apply to historical property.

5-4. Funding records

- a.* Records of all costs (other than normal operating expenses) related to loans or leases of Army materiel, will be kept at the accountable property officer level by the supporting FAO. This will be done within existing Army financial accounting systems.
- b.* Separate subsidiary general ledger accounts and/or files of documents showing the total value of all issues and materiel returned for credit, and supporting documentation will be set up by the FAO. The accounts will be kept current for each transaction so reports may be made as prescribed; and that accounts receivable can be processed for billing and collection action.

5-5. Determination of charges and settlement

- a.* A qualified inspector will promptly classify returned materiel with action as follows:
 - (1) Materiel classified as unserviceable or uneconomically repairable will be billed at replacement cost minus depreciation.
 - (2) Materiel classified as unserviceable or economically repairable will be billed for reduced utility (if appropriate) as well as for overhaul costs.
 - (3) The depreciation of returned materiel will be determined by technical inspectors per AR 735-5. Accountable property officers will complete classification promptly so charges and billing can be made within 30 days of return of materiel.
 - (4) Determination of loss or damage because of negligence, willful misconduct, or theft in accordance with AR 735-5 will be reported immediately to the appropriate APO.
- b.* All returned property that needs repair will be examined by a technical inspector to determine cost of repair. The APO will then prepare a property transaction record with supporting documents. These records will be sent to the proper MACOM commander or unified command commanding general for final review and will include—
 - (1) A statement on the transaction record identifying the financial account to which the reimbursement money is to be deposited.
 - (2) A statement on the transaction record (if appropriate) as follows: “The losses and/or damages shown on the Property Transaction Record in the amount of \$XX represent the total claim by the U.S. Army for property Loaned or leased to (lessee name). Upon settlement and deposit to the proper account, lender releases lessee from further obligations.”
 - (3) A description of the type and degree of repair (separate addendum).

- c. After final review, the servicing FAO will be notified via an approved list of charges of the existence of the receivable. The property will be released for repair and return to stock.
- d. The FAO will send a letter to the borrower requesting payment (payable to the Treasurer of the United States). Upon payment, collection documents will be prepared and fiscal accounts credited. The MACOM or unified command Surgeon will ensure the stock fund is reimbursed for expendable medical supply losses reported.
- e. The FAO will advise the appropriate accountable property officer that settlement has been made. Property transaction records will be closed.
- f. The approving authority will then return the bond to the borrower.
- g. The value of supplies and equipment returned to the Army will be credited to the account originally debited at the time of issue. The FEMA regional directors may find that it is not in the public interest to return borrowed materiel that has not been consumed, lost, or damaged. They will negotiate with CONUS Army concerned for proper reimbursement for the borrowed materiel not returned.

5-6. Delinquent and uncollectable accounts

- a. In cases of unsatisfactory lease settlement, bond proceeds will be used to satisfy the claim.
- b. If this does not settle the account and further collection efforts are unsuccessful then receivables will be referred to the Defense Finance and Accounting Service (DFAS) per DFAS-IN Regulation 37-1. The accountable property officer will notify ODCS, G-4, ATTN: DALO-SMP that the account has been referred to DFAS. USFPOs will notify HQDA of delinquent account transfers through NGB, ATTN: ARL-S.
- c. Appropriations available to the accountable property officer will reimburse the applicable business area within the AWCf. Any later reimbursements received will be credited to the appropriation from which payment was made.
- d. On receipt of the accounts in b above, DFAS will take appropriate action under their normal operating procedures. All further collection action will be the responsibility of DFAS. If further collection action fails, these accounts will be referred to the Justice Department.

Chapter 6 Donations

6-1. General

Donations by the army are authorized under three statutes pertaining to different types of property and organizations. The applicable statutes are 10 USC 2572, 10 USC 4686, and 20 USC 60.

6-2. A donation for static display and ceremonial rifles under 10 USC 2572

- a. *General.*
 - (1) The Secretary of the Army is authorized, under 10 USC 2572(a), at no cost to the Government, to give books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel to any of the following (see figure 6-1):
 - (a) A municipal corporation.
 - (b) A soldiers monument association.
 - (c) A museum, historical society, or historical institution of a state or a foreign nation.
 - (d) An incorporated museum that is operated and maintained for educational purposes only and the charter of which denies it the right to operate for profit.
 - (e) A post of the Veterans of Foreign Wars of the United States or of the American Legion or a unit of any other recognized war veterans' association.
 - (f) A local or national unit of any war veterans' association of a foreign nation which is recognized by the national government of that nation (or by the government of one of the principal political subdivisions of that nation).
 - (g) A post of the Sons of Veterans Reserve.

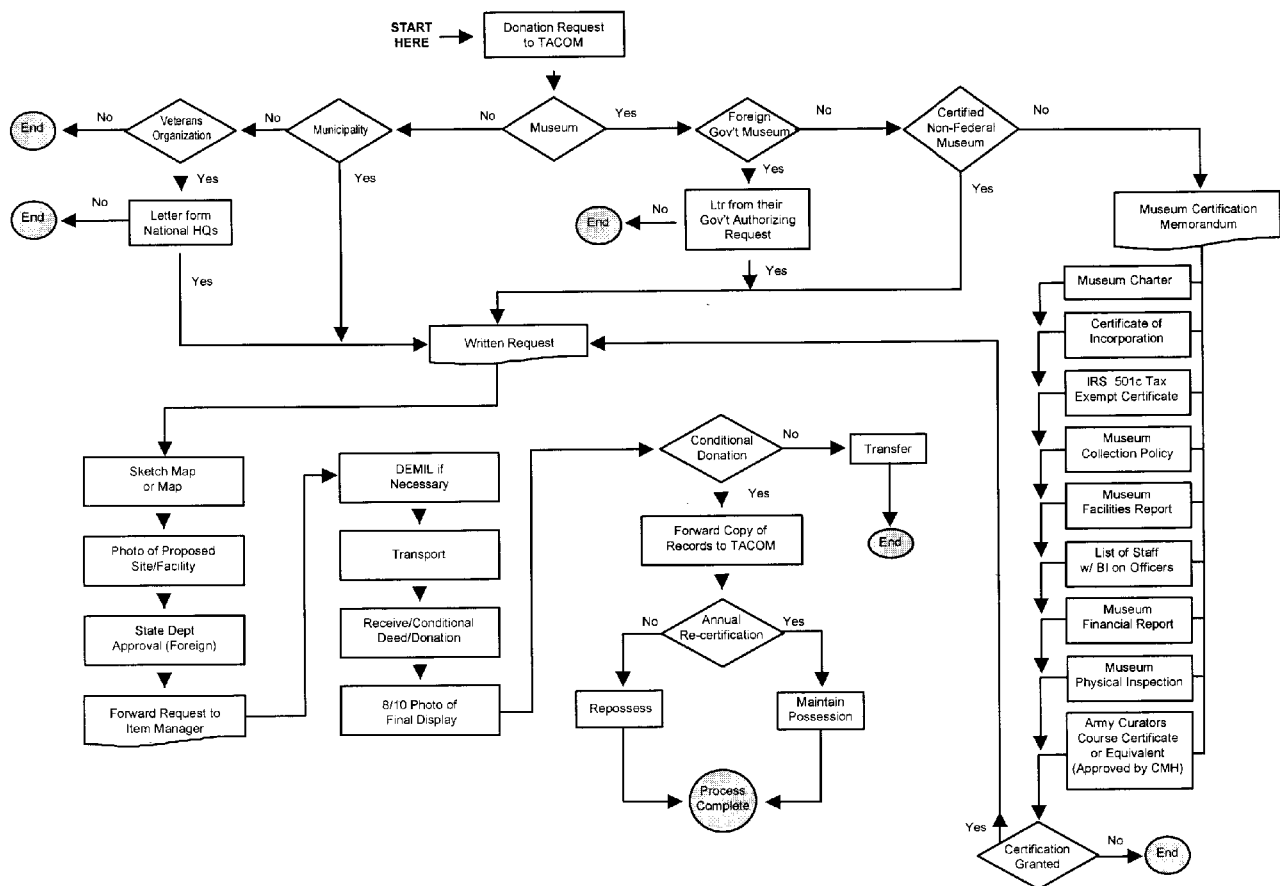


Figure 6–1. Donation process

(2) TACOM will control all gifts (donations) under 10 USC 2572(a) for excess obsolete or condemned combat materiel, to include historical explosive ordnance and Class VII items identified by the CMH for gift. TACOM control will consist of qualifying all recipients prior to a donation and maintenance of a central registry of all donations conducted under 10 USC 2572.

(3) The CMH will control all gifts of historical items, other than those cited in paragraph 6–2a(2).

(4) TACOM will qualify all donation recipients before MSCs are authorized to conduct a donation. Copies of the completed donation file will be forwarded to TACOM for maintenance in the central registry, tracking annual reports from recipients, conducting periodic inspections of donated property, and enforcement of the conditional deed of gift terms.

(5) Ceremonial rifles may be donated to recognized veterans organizations and municipalities for ceremonial purposes in a quantity of no more than 15.

(6) All small arms, other than ceremonial rifles, will be partially demilitarized for display purposes. Ceremonial rifles will be partially demilitarized for ceremonial purposes. Machine guns are not authorized for donation without proper licensing and authorization. The M14 and M16 rifles are both considered machine guns.

(7) Donations will be conducted on a conditional basis unless the item is valued at less than \$10,000, is not an munitions list item/strategic list item/commerce controlled list item, and the property is not currently required, or projected to be in the future, by the Army. Items authorized for unconditional donation are restricted to books, manuscripts, works of art, drawings, plans and models and historical artifacts. Examples of a conditional and unconditional deed of gift can be found in DOD Manual 4160.21–M. Contact TACOM for copies of the current deeds in use.

b. Recipient qualification. Organizations listed in paragraph 6–2a(1) must provide proof of qualification in the appropriate category listed. In addition, each organization must provide a written request, a location map/sketch map of surrounding area pinpointing the exact display location, and photographs of the proposed display site and facilities. If

requested items contain any radioactive material, the organization must provide proof of the appropriate NRC or Agreement State license. Verification for each category is as follows:

(1) A municipality must provide a copy of their charter from the county or state identifying them as an incorporated municipality.

(2) Soldiers' monument associations must provide a certified copy of their State or Federal Government charter and a copy of their 501C Certificate of IRS Tax Exemption.

(3) A museum, historical society, or historical institution of a state or a foreign nation must provide certification of government ownership and 501C Certificate, for U.S. organizations, or its equivalent, for foreign organizations.

(4) A nonprofit museum operated and maintained for educational purposes only must be incorporated under applicable state law and possess IRS tax exemption. The museum must be operated by a full-time, paid or unpaid staff (minimum one) who cares for tangible objects and exhibits them to the public for a minimum of 180 full days per year, either for free or a nominal charge. An institution that exhibits objects by appointment only may qualify provided they can demonstrate the objects were available for viewing for 180 or more days for 2 consecutive years. The TACOM, in coordination with CMH, is responsible for determining eligibility and qualification of museums. A museum qualifications review board, consisting of (at a minimum) representatives from the TACOM, Command Counsel, CMH, and the appropriate Security office, will determine the eligibility of each museum. In addition to approval by the review board, a TACOM designee, at the expense of the requesting institution will conduct a site visit to verify the information provided to the review board below. Certified copies of the following documents must be provided by the museum and will be reviewed in determining the museum's eligibility:

(a) Museum charter.

(b) Articles of Incorporation under state law.

(c) 501C Certificate of IRS Tax Exemption.

(d) Museum collection policy.

(e) Facilities report.

(f) Photographs of the museum facilities including buildings, exhibits, restoration and storage facilities, and any other physical assets of the museum.

(g) Listing of museum staff, including name, address, SSN, date of birth, and credentials of all full and part time employees. A National Agency Check on each of the officers will be conducted at museum expense.

(h) Museum financial reports and projected 3-year budget.

(i) Certification of completion of the Army Curators Course or an equivalent course as approved by CMH (must be completed within 1 year of receipt of Army property, either through attendance of a scheduled class or through a correspondence course).

(5) A post of the Veterans of Foreign Wars, American Legion, Sons of Veterans Reserve, or a unit of any other recognized war veterans' association must be verified as a post in good standing and provide post membership by their respective national headquarters. Organizations not affiliated with a national headquarters of any recognized war veterans' association must receive authorization from the ASA (ALT). TACOM will forward those requests to the ASA (ALT) for approval.

(6) A local or national unit of any war veterans' association of a foreign nation must provide approval from their national association headquarters and proof of tax exempt status in their country.

c. Donation process.

(1) Requests for donation should be addressed to U.S. Army Tank-automotive and Armaments Command, Attn: AMSTA-IM-OER, Warren, MI 48397-5000. Requests received by other organizations should be forwarded to TACOM for recipient qualification. The appropriate official must sign requests as follows:

(a) The post/chapter commander of the veterans' organization.

(b) The mayor, city manager or county commissioner of the municipality.

(c) The curator of the museum.

(d) The committee chairman for soldiers' monument or historical society.

(2) Display/storage locations must adhere to the following guidelines:

(a) Display sites must be suitable for the type of equipment requested. Large end items require a gravel or cement pad. Small arms require a suitable display case. Both large end items and small arms require physical security measures comparable to the requirements in AR 190-3 and AR 190-11, respectively.

(b) Ceremonial rifles must be properly stored in the arms room of a National Guard Armory, U.S. Army Reserve Center, police department or military installation. An authorized alternative will meet conditions outlined in the security checklist provided by TACOM that is in accordance with AR 190-11 and will be certified by local law enforcement. Use of an alternate storage facility will be approved by TACOM before forwarding the request to the item manager.

(3) Qualified recipient requests are then forwarded to the item manager who will process the request for donation. The request will be filled, subject to availability and qualification under paragraph 6-2a, with the requested piece of equipment or an appropriate substitute. Final approval of the donation is by the first general officer or SES employee in

the losing organization's chain of command. The only exception is for ceremonial rifles, which will be approved by the first colonel or GM-15 in the TACOM-RI chain of command.

(4) Limited demilitarization will be performed on all donated items. The Assistant Secretary of Defense (Production and Logistics), in accordance with DOD 4160.21-M, must approve waivers to these instructions.

(a) The item manager is responsible to ensure demilitarization is accomplished by a qualified demilitarization person prior to transfer of the equipment. Without exception, small arms for display or ceremonial purposes will be demilitarized at the depot prior to release.

(b) The item manager must obtain the demilitarization certificate, signed by two qualified DOD representatives verifying the demilitarization has been properly accomplished.

(c) The item manager must ensure that a hazardous materials and/or radioactive material inspection, consistent with the demilitarization applied, is performed and include a copy of the inspection in the donation record.

(5) Transportation must be arranged and paid for by the receiving organization. The name, address, and phone number of the transporter must be provided to the item manager.

(6) The conditional deed of gift will be signed on two original copies when the item is delivered. The recipient will maintain one copy and the item manager will forward the other to TACOM.

d. Follow-on actions.

(1) A notarized annual certification providing reasonable assurance the donated items are being used for their intended purpose and under the terms of the conditional deed of gift is required from each recipient. A current photograph of the donated property and an inventory list for ceremonial rifles must be included with the annual certification.

(a) TACOM must receive annual certifications no later than 15 January. Failure to comply will generate a notice of violation and demand for corrective action with a 45-day suspense.

(b) Failure to comply with the annual certification requirement or failure to maintain the donated property may result in repossession of Army property at the expense of the recipient.

(2) Periodic physical inspections will be conducted at least every 5 years on all U.S. Army property donated on a conditional deed of gift to ensure compliance with the terms of the agreement. TACOM will conduct site visits or coordinate with a representative of the government.

(a) Organizations to be inspected will be notified at least 3 days in advance of a scheduled visit.

(b) Violations of the terms of the conditional deed of gift will be documented and the recipient given a reasonable suspense date to correct the deficiencies.

(c) Failure to take corrective actions by the suspense may result in repossession. Extensions may be granted by TACOM, prior to the suspense, if reasonable progress has been made.

(3) Redistribution of donated items no longer required will be coordinated with TACOM. Recipients should notify TACOM when they no longer desire to maintain a donated piece of equipment.

(a) TACOM must approve any transfer of property to another organization.

(b) TACOM will provide specific disposition instructions to the organization. The organization may be required to pay for transportation to Defense Reutilization Marketing Office or to demilitarize the property.

(4) TACOM will report all donated equipment to the ASA (ALT) semi-annually by 15 April and 15 October, with cutoff dates of 31 March and 30 September, respectively.

(5) Recipients of ceremonial rifles must maintain a sign-out/sign-in control register of all weapons by model, serial number, date and time issued/returned, reason issued printed name, and signature of the person receiving the weapon. The control register must be available for inspection upon request. A copy of the register will be included with the annual certification.

(6) Report lost stolen or destroyed property or ceremonial rifles to the local authorities and the TACOM Security Office immediately upon discovery of the loss. Certified copies of the police/fire department report and any police findings must be provided to TACOM NLT 90 days from the date of loss.

(a) A liability determination will be made by local and government law enforcement agencies. The recipient organization, if found liable, is responsible to reimburse the government for the lost or destroyed weapons.

(b) Residue of rifles destroyed in a fire or under other circumstances must be returned to the Army for proper disposition.

(c) Ceremonial rifle recipients are held financially liable for any loss of weapons and are required to reimburse the Army for any lost weapons. The cost per rifle is determined by the date of issue.

(7) Unserviceable rifles may be replaced through the request process described in this chapter. However, replacement rifles will not be released until the unserviceable rifles are received by the Army organization designated in the disposition instructions provided by TACOM.

6-3. Donations of salute cannons to soldiers and sailors homes under 10 USC 4686

a. The Secretary of the Army is authorized to give not more than two obsolete bronze or iron cannons, dependent

upon availability, suitable for firing salutes to any home for soldiers or sailors established and maintained under State authority.

b. Donations under 10 USC 4686 are conducted under the same procedures in paragraph 6–2. Soldiers and sailors homes will be considered as municipal entities and are subject to the appropriate certification criteria for municipalities.

6–4. Donations to the National Museum (Smithsonian Institution) under 20 USC 60

a. Secretary of the Army is authorized to furnish to the National Museum, for exhibition such articles of arms, materiel, equipment, or clothing as has been issued to the United States Army, provided such articles can be spared.

b. Donations conducted under this statute will normally be conducted on a conditional deed of gift, in coordination with CMH, contingent upon the items exhibition. Items no longer required for exhibition or not displayed for a period of greater than 12 months will be returned to the U.S. Army for proper disposition unless otherwise approved by the Chief, CMH.

Chapter 7 Reports

7–1. General

Reports of Army materiel loaned or leased to non-DOD activities will be forwarded as described in this chapter.

7–2. Aircraft piracy

a. Commands and agencies providing support for incidents involving aircraft piracy will initially report through command channels by telephone to ODCS, G–3, ATTN: DAMO–OD (app B). Confirmation will be made electronically by transmitted message to ODCS, G–3, ATTN: DAMO–OD. These reports are exempt from report control under AR 335–15. Initial reports will include all available details. The following is a guide for content of reports:

- (1) Supporting unit or agency.
 - (2) Home station of supporting unit or agency.
 - (3) Support provided and duration of requirement.
 - (4) Changes, if any, in support requested or duration of requirement as made by the Federal civil official in charge.
- b.* A final report noting termination of support will be made.

7–3. Civil disturbances

a. Approving authorities, other than the SA, will prepare reports on all requests for loan of Army materiel to support civil disturbances. The reports will be sent within 2 workdays after receipt of the request. They will also serve as the request when no other written request is available.

b. The reports will be sent through command channels to ODCS, G–3, ATTN: DAMO–OD, 400 Army Pentagon, Washington, DC 20310–0400 or by electronic mail at usaaods@hqda-aoc.army.pentagon.mil. When reports are received from unified or specified commands, ODCS, G–3 will send an information copy to the Joint Chiefs of Staff, National Military Command Center.

c. The SA will send information copies of civil disorder reports to the DOD General Counsel and the U.S. Deputy Attorney General.

d. Reports of civil disturbance operation costs also will be prepared.

7–4. Disaster assistance

When Army materiel is loaned, or when the ARNG is federalized in support of disaster assistance, CONUS Army commanders and unified command generals will send reports as follows:

a. Initial reports. Initial reports will be made by telephone to the CG, FORSCOM, who will in turn telephone the report to the Operations and Readiness, ODCS, G–3. This will be followed within 12 hours by a Tempest Rapid Report in message forms and sent electronically.

b. Daily message reports. Daily Tempest Rapid Reports of Army materiel loaned to support disaster relief will also be sent by electronically transmitted message. The reports will cover the 24-hour period from 0601Z to 0600Z. The reports must arrive at ODCS, G–3, ATTN: DAMO–OD., and FORSCOM, ATTN: AFOP–COF, by 1100Z the same day. Also, “no change reports” may be made by telephone. On the day that the last daily message report is issued, the words “final daily report” are to be included in the subject line of the message.

c. Final reports. In addition to the final Tempest Rapid Report, a final report on military assistance provided will be sent within 90 working days of termination of disaster assistance. The CONUS Army Commander will send the report by first class mail through the CG, FORSCOM to ODCS, G–3, ATTN: DAMO–OD. The final report will include—

- (1) An historic account of the disaster.
- (2) Cumulative totals of support given.

- (3) A statement of accomplishments.
- (4) Actual or estimated expenses excluding costs incurred by the Corps of Engineers appropriation, using three columns to identify normal costs, incremental costs, and total costs.
- (5) The status of reimbursements requested from borrowing Federal agencies, civilian authorities, and activities. If reimbursement has not been completed by the date of the final report, a separate cost report will be sent upon final reimbursement payment.
- (6) Lessons learned.
- d. Information copies.* Information copies of all reports will be sent to the proper FEMA Office.
- e. Additional information.* Additional information may be needed by Federal officials. Normally, such requests will be telephoned by ODCS, G-3, ATTN: DAMO-OD to the CG, FORSCOM.
- f. Transfer of NRC licensed items.* The U.S. Army TACOM and MACOM approval authorities will furnish an annual report of all Army materiel loaned, leased, sold, or donated that is NRC licensed to CDR, AMC, ATTN: AMCSF. The report will be due no later than 31 Dec of each year covering the preceding fiscal year.
- g. Pollution spills.* The CG, FORSCOM will report committal of Army resources to ODCS, G-3, ATTN: DAMO-OD by the fastest means. Daily and final Tempest Rapid Reports will be sent with "not applicable" shown in paragraphs 8, 9, and 10 of the report.

7-5. Loans to civilian law enforcement officials (RCS DD-M (Q) 1595)

Active installations, MACOMs (including MUSARCs) and Army Staff agencies are required to submit a quarterly report of assistance requested by civilian law enforcement officials. This data will be consolidated by MACOM.

7-6. United States Secret Service

Army commands and agencies providing materiel support (routine or urgent) to the United States Secret Service will report at once any significant problems or deviation from approved procedures. Reports will be telephoned through command channels to ODCS, G-3, ATTN: DAMO-OD, 400 Army Pentagon, Washington, DC 20310-0400.

7-7. Other reports

- a.* Active Army and USAR accountable property book officers will make semiannual reports on loans or leases that have expired and for which the materiel has not been returned. The reports will be prepared as of the last day of June and December. They will be sent by the 15th day of the Following month. These reports will include a narrative on the circumstances, a copy of the loan or lease agreement, and the steps taken to resolve the issue. Reports will be forwarded through command channels to ODCS, G-4, ATTN: DALO-SMP, 500 Army Pentagon, Washington, DC 20310-0500.
- b.* Negative reports are not required.
- c.* The AMC MSCs will develop and provide to HQAMC the following quarterly loan/lease reports for wholesale equipment:
 - (1) Quarterly Equipment Loan/Lease Report. Summary of all active loans/leases.
 - (2) Quarterly Delinquent Loan/Lease Report. Summary of all delinquent loans/leases.
 - (3) Quarterly Counter-drug (Loan/Lease/1208 Transfer) Report. Summary loans, leases and 1208 transfers in support of Federal, State, or local drug law enforcement agencies.
- d.* The reports will be prepared as of the last day of the quarter and sent to HQAMC (AMCOPS-SLA) for submission to ODCS, G-4, ATTN: DALO-SMP, no later than the 15th day of the following month.
- e.* Loans and donations conducted under 10 USC 2572 will be reported by TACOM, AMSTA-IM-OER, Warren, MI 48397-5000 semi-annually through AMCOPS-SLA to ASA (ALT). Reports will be submitted no later than 15 April and 15 October, with cutoff dates of 31 March and 30 September, respectively.

Chapter 8 Avalanche Control Program

Section I General

8-1. Purpose

This chapter implements the provisions of the National Defense Authorization Act 1985 and prescribes policies and procedures for the loan or lease of weapons and sale of ordnance to the various categories of recipients under the Avalanche Control Program (ACP).

- a.* This chapter will be used in conjunction with—
 - (1) Other DA and DOD regulations that outline supporting policies and procedures.

(2) A Memorandum of Agreement (MOA) that will delineate all specific requirements and responsibilities with which Federal and State agency ACP participants will be required to concur prior to participation in the program (fig 8-1 is a sample MOA).

(a) The ACP support provided Federal agencies and departments will be documented. DD Form 1144 (Support Agreement) will be used to document support at level of execution, form the financial basis for reimbursables, and provide information for recording, in the DOD data base, all ACP support to DOD and non-DOD Federal agencies and departments. DD Form 1144 documenting the support is the official agreement; the MOA should be attached to DD Form 1144.

(b) Each DD Form 1144 agreement will be costed for budget and/or avoidance savings. The Army will take credit on the form for 100 percent of avoidance savings. Until procedures are established for interdepartmental transfer of shared budget savings, the receiver (non-DOD Federal agency) of support will retain any budget savings resulting from the agreement. The DD Forms 1144 will be recorded and forwarded to the DOD Defense Regional Interservice Support Data Base. Man-year avoidance savings will be credited to the Army supplier.

b. All applicable echelons of supply, maintenance, and distribution will ensure that there are no undue delays in providing supply and weapons support to the program.

8-2. Deputy Chief of Staff, G-4

The DCS, G-4 will—

- a. Prescribe overall guidance on ACP logistics, policies, procedures, and priorities.
- b. Enter into supporting MOAs with authorized participants of the ACP.
- c. Authorize assignment of DODAAC for State agency participants in the ACP.
- d. Designate or obtain priority and project codes to be used by ACP participants.
- e. Review and approve loan/lease requests for weapons in accordance with this regulation.

8-3. Commanding General, U.S. Army Materiel Command

The Commanding General (CG), AMC will—

- a. Identify sources for supply and maintenance of munitions in support of the ACP.
- b. Monitor the ACP to ensure timely support of repair parts, weapons, and ammunition.
- c. Review and recommend approval for loan/lease requests for weapons.
- d. Maintain the central registry of DD Forms 1144 where AMC major subordinate commands are the suppliers to other Federal agencies or departments.

8-4. Commanding General, U.S. Army Forces Command

The CG, FORSCOM will—

- a. Ensure that all explosive ordnance disposal (EOD) and quality assurance specialist ammunition surveillance (QASAS) personnel are aware of the ACP.
- b. Provide support to ACP participants in accordance with this regulation.
- c. Maintain the central registry of DD Forms 1144 where FORSCOM subordinate commands are suppliers to other Federal agencies or departments.

8-5. Commanders of AMC major subordinate commands

Within the scope of assigned responsibilities, these commanders will—

- a. Provide support as delineated in this regulation and subsequent MOAs as negotiated between HQDA and participants.
- b. Maintain files and copies of MOAs received from HQDA and supporting data relating to ACP logistics support.
- c. Contact the HQ, Joint Munitions Command (JMC), ATTN: SFSJM-CDA, Rock Island, IL 61299-6000 to arrange for depot maintenance of weapons used for avalanche control to be accomplished at Anniston Army Depot and ammunition at selected depot. The costs of this support will be included in reimbursables on DD Form 1144 (for non-DOD Federal agencies.)
- d. Assist State agency ACP participants in obtaining DODAAC as required.

8-6. Commanding General, U.S. Army Pacific Command

The CG, U.S. Army Pacific Command will—

- a. Ensure that all EOD and QASAS personnel are aware of the ACP in Alaska.
- b. Provide support to ACP participants in accordance with this regulation.
- c. Maintain the central registry of DD Forms 1144 where FORSCOM subordinate commands are suppliers to other Federal Agencies or departments.

8-7. ASA (ALT)

The ASA (ALT) or designated representative will sign a MOA on behalf of the Army. State or Federal agency signatory will be of equivalent rank or be responsible for their agency ACP.

8-8. ACP participants

a. ACP participants will accomplish the following:

(1) Submit requests for establishment of an MOA to HQDA (DALO-SMA), Washington, DC 20314-0500. Specific responsibilities, required actions, liabilities, and procedures will be detailed in the MOA between DA and ACP participants. Other specific provisions will be detailed in the DD Form 1144 (or attachments) at the supplier/receiver level of execution.

(2) Return furnished materiel when no longer required.

(3) Reimburse the Army in accordance with this regulation, and DFAS-IN Regulation 37-1 for costs incurred in conjunction with the ACP.

(4) Assume responsibility and accountability for weapons and ammunition. Title for equipment loaned or leased to ACP participants remains with the U.S. Army.

(5) Be responsible for maintaining equipment in serviceable condition.

b. For Federal agency ACP participants, the head of the Federal agency or his or her designee will approve all requisitions, comply with provisions of an established MOA, complete agency portions of DD Form 1144, and furnish data required by the Army supplier for cost analysis.

c. For State agency ACP participants, the governor or a designee will approve all requisitions and comply with provisions of an established MOA.

8-9. Requests for loan/lease of weapons

Written requests for loans/leases should be submitted in accordance with this regulation on DA Form 4881-6 concurrently with request for establishing an MOA and be submitted through Commander, U.S. Army Materiel Command, ATTN: AMCOPS-SMA, 9301 Chapek Road, Fort Belvoir, VA 22060-5527, to HQDA (DALO-SMA), Washington, DC 20310-0500. Generally, weapons will be loaned to Federal agencies and leased to all non-Federal agencies and activities in accordance with established laws.

8-10. Storage

Weapons and ammunition will be stored as outlined in respective MOAs. Provisions for care and preservation of materiel must be included in storage plans according to AR 702-6.

8-11. Inventory management

The ACP participant assumes responsibility for the safe handling of weapons and ammunition and for accountability of ammunition. An annual reconciliation of weapons will be initiated by the ICP. A monthly inventory of ammunition will be conducted by Federal ACP and State agency ACP participants; quantities on hand will be reported to the HQ, JMC, ATTN: AFSJM-CDA, Rock Island, IL 61299-6000 (see AR 710-2 and AR 740-26).

8-12. Security

Security procedures identified in DODI 5220.30 and ammunition storage procedures identified in DOD 4145.19-R-1 (extracts of which will be attached as part of the MOA) will be followed. Minimum requirements will be delineated in respective MOAs.

8-13. Security waivers

Waivers will be considered on an individual basis, and blanket waivers will not be authorized.

a. The participant will submit a written request for waivers of security requirements as indicated in the MOA to HQDA (DALO-SMA), Washington, DC 20310-0547.

b. The request for waiver will include the following:

(1) A statement as to why the ACP participant is unable to meet established security requirements.

(2) Alternative procedures that the participant proposes to establish to provide comparable security.

c. HQDA (DALO-SMA) will coordinate the request through security channels.

d. Approved waivers will be documented and provisions will be included as a clause in the MOA.

8-14. Security exceptions

Waivers provide temporary relief from correctable deficiencies. Exceptions provide permanent relief for deficiencies that are impracticable to correct and do not degrade security. Requests for exceptions will be processed in the same manner as requests for waivers (para 8-6) and will be documented in the MOA.

8–15. DA and DOD regulations supporting policies procedures

a. An (MOA) that will delineate all specific requirements with which Federal and State agency ACP participants will be required to concur prior to participation in the program (see fig 8–1).

b. The ACP support provided Federal agencies and departments will be documented. DD Form 1144 (Support Agreement) will be used to document support at level of execution, form the financial basis for reimbursables, and provide information for recording, in the DOD data base, All ACP support to DOD and non-DOD Federal agencies and departments. The DD Form 1144 documenting the support is the official agreement; The MOA should be attached to the DD Form 1144.

c. Each DD Form 1144 agreement will be costed for budget and/or avoidance savings. The Army will take credit on the form for 100 percent of avoidance savings. Until procedures are established for interdepartmental transfer of shared budget savings, the receiver (non-DOD Federal agency) of support will retain any budget savings resulting from the agreement. The DD Forms 1144 will be recorded and forwarded to the DOD Defense Regional Interservice Support Data Base. Man-year avoidance savings will be credited to the Army supplier.

Section II

Loan or Lease of Weapons

8–16. Requester or participant

a. Upon approval of an MOA, loan/lease agreements and interservice/interagency support agreements (in case of Federal agencies) will be initiated by the U.S. Army Tank-automotive and Armaments Command (TACOM) and forwarded to the ACP participant for signature.

b. The following forms will be used:

(1) *DD Form 1144*. This form will be used by the supporting Army activity for documentation of support to DOD and non-DOD Federal agencies.

(2) *DA Form 4881*. Federal agencies will complete DA Form 4881 and corresponding forms and documentation as directed by this regulation for obtaining weapons for ACP purposes. Completion of the agreement package requires coordination between the agency and the inventory control point (ICP).

(3) *DA Form 4881–5*. Domestic (State) organizations must, in conjunction with the ICP, complete DA Form 4881–5 (Agreement for the Lease of U.S. Army Materiel) and supporting forms and documentation as outlined in this AR.

(4) *DA Form 1857*. The ICP will submit DA Form 1857 (Statement of Account) to the appropriate domestic (State) organization for collection of the annual lease fee as delineated in the MOA (see DFAS–IN Regulation 37–1 for guidance on use).

(5) *DD Form 448 (Military Interdepartmental Purchase Request) (prescribed by the FAR)*. This form is designed for use by DOD agencies to request repair parts or maintenance support from other DOD agencies. Federal agencies will use DD Form 448 for requesting maintenance support of weapons. Copies of the purchase request will be forwarded to the ICP as delineated in the respective MOA. ACP participant requirements for depot level maintenance must be provided to HQ TACOM, ATTN: AMSTA–LC–LEAC, no later than 15 May each year to allow sufficient time for the Army to schedule maintenance.

c. Non-Federal agency leasees will—

(1) Will submit written requests with certification of availability of funds for purchase of repair parts or for performance of depot level weapons maintenance. Requirements for parts or maintenance must be submitted not later than 15 May each year. Reimbursement will be required within 30 days of issue of parts or accomplishment of maintenance.

(2) May request from HQ, TACOM, ATTN: AMSTA–LC–LEAC, Rock Island, IL 61299–6000, without charge, copies of drawings, specifications, or instructions as required for the operation or field repair of the weapon as part of the agreement.

8–17. Maintenance support

Appendix C prescribes procedures for obtaining repair parts and maintenance support of weapons loaned or leased for ACP purposes.

Section II

Funding and Reimbursement

8–18. Loans

Loans of weapons to Federal agencies participating in the ACP are continuous recurring support. The accountable property book officer performs an annual reconciliation of weapons on loan to Federal agencies. Federal agencies are charged only the incremental costs the Army incurs for providing equipment on loan or for repair parts for maintenance of the weapons.

8-19. Leases

a. The Army may lease weapons to domestic (State) organizations participating in the ACP to be used exclusively for avalanche control purposes under provisions of 10 USC 2667. Leases in support of the ACP may be approved for a maximum of 5 years. A specific determination that the lease is in the public interest must be made by the Secretary of the Army or his designee (ASA (ALT)) to extend the lease beyond the 5-year period. Annual rental fees and specific provisions of support will be delineated in MOAs established between DA and ACP participants.

b. Requests for repair parts and return/repair of leased weapons will be coordinated between the TACOM-RI weapons manager (AMSTA-LC-LEAC) and the ACP participant. The participant will submit written requests through channels as indicated in the MOA or DD Form 1144. The TACOM representative will coordinate with the lessee for return of unserviceable weapons to Tooele Army Depot. An overhaul price will be provided and the lessee will be required to reimburse the Army for overhaul/repair of the equipment. The TACOM-RI representative will initiate shipment of the repaired weapon. Transportation costs will be borne by ACP participants.

8-20. Pricing

At the beginning of each fiscal year, TACOM-RI, ATTN AMSTA-LC-LEAC, Rock Island, IL 61299-7630, will provide prices to ACP participants for overhaul, basic issue items, and packaging, crating, and handling for the 75-mm and 105-mm recoilless rifles. These prices will remain fixed throughout the fiscal year. Revision of DD Form 1144 will be required to reflect updated prices.

8-21. Losses

Claims for losses or damage to Government-owned property will be processed in accordance with AR 735-5 and the provisions of the MOA.

Section III

Ammunition Requisition Procedures

8-22. Submission of requests by ACP participants

a. Federal and State agency ACP participants will prepare SF 344 (Multi-use Standard Requisitioning/Issue System Document) (prescribed by AR 725-50) in triplicate to place demands for conventional ammunition items on defense supply sources (see fig 8-1). Completed SF 344s will be forwarded to Commander, JMC, ATTN: SFSJM-CDA, Rock Island, IL 61299-6000, as identified in the specific MOA.

b. State forms may be used by State ACP participants as long as complete information requested by figure 8-1 is provided.

c. Any organization requiring help in the requisitioning of conventional ammunition for ACP purposes should contact applicable offices as designated in specific MOAs.

8-23. Receipt documents

DD Form 1348-1A (see to AR 725-50) will accompany items shipped to the customer. The form is used as a—

a. Release document from the shipping activity to the consignee resulting from a requisition.

b. Receipt document by the consignee.

(1) Upon receipt of supplies, the customer will sign and date DD Form 1348-1A in block 14 and provide receiving agency document number in block 15 signifying actual receipt of item and quantity ordered. The original copy will then be mailed to Commander, JMC, ATTN: SFSJM-CDA, Rock Island, IL 61299-6000 (for ammunition), and Commander, TACOM, ATTN: AMSTA-LC-LEAC, Rock Island, IL 61299-6000 (for weapons) (address as outlined in the respective MOA).

(2) Participants may submit a report of discrepancy involving the receipt of weapons or ammunition. This report will be sent to the ICP (address and details as outlined in the respective MOA).

8-24. Reimbursement procedures for Federal agencies

Upon completion of supply actions, JMC (SFSJM-CDA) will bill the agency at the address designated on the SF 344 (requisition document) using SF 1080 (see DFAS-IN Regulation 37-1).

8-25. Funding and reimbursement procedures for domestic (State) agencies

State agencies may request the purchase of ammunition directly from Commander, JMC (SFSJM-CDA), Rock Island, IL 61299-6000. The actual fund authorization document to be used by the State may be negotiated during establishment of the MOA. Certification that funds are available must be provided and documented in advance. The ICP will bill the agency at the address designated on the requisition document using SF 1080.

8-26. Ammunition pricing

a. The following criteria will be used to determine price of ammunition issues to both domestic and Federal agencies:

- (1) Surplus rounds: 3 percent of the standard price.
- (2) Nonsurplus rounds and components (fuzes, new propellant, and so forth): standard price at time of issue.
- (3) Labor charges: actual costs to install/replace fuzes, replace propellant, and so on.
- (4) PC&H and administrative charges: 9 percent of the standard price (accessorial charges for PC&H munitions in accordance with DFAS-IN Regulation 37-1 or successor regulations) of the munitions purchased.
- (5) Transportation charges: actual cost.

b. Specific pricing policy for ammunition items to include renovation and repair and installation of fuzes will be delineated in the MOA. JMC (SFSJM-CDA) (ammunition) and TACOM RI (AMSTA-LC-LEAC) (weapons/maintenance) will provide a pricing update to all ACP participants on 1 April each year.

c. Buyback of fuzes or other components is authorized subject to the requirements of the FAR and subsequent DOD and AFAR supplements.

8-27. Forecasting ammunition requirements

All participants will provide the inventory control point, a 5-year forecast of ammunition requirements (point of contact and address will be delineated in the MOA/DD Form 1144 attachments). An annual update of these requirements will be submitted no later than 15 May each year. JMC (SFSJM-CDA) will provide annual price and availability to each participant by 1 April each year.

8-28. Ammunition surveillance

a. The Army will perform surveillance and reliability testing of ammunition according to SB 742-1 prior to issue of ACP participants to ensure that ammunition provided for the ACP is functionally serviceable. The Army will not certify ammunition for overhead fire. Where overhead fire is required, ACP participants will assume full responsibility. Participants may submit written requests for QASAS support to Commander, JMC ATTN: SFSJM-QAS, Rock Island, IL 61299-6000. SFSJM-QAS will coordinate the request with the appropriate Army installation to assure prompt QASAS support.

b. ACP participants will notify HQ, JMC, ATTN: SFSJM-QAS, Rock Island, IL 61299-6000 (as delineated in the MOA/DD Form 1144), regarding any ammunition malfunction.

c. The Army will provide official notification of ammunition suspensions or other ammunition data and will provide disposition instructions for any ammunition permanently suspended and still within control of the ACP participant. A like quantity of nonsuspended ammunition may or may not be provided without cost to the participant as replacement. Determination will be conducted case by case by HQ, JMC.

8-29. Explosive ordnance disposal

a. EOD assistance will be provided upon request by the ACP participant.

b. The ACP participants may request EOD support when ammunition items issued by the Army in support of the ACP have failed to function as intended.

c. EOD support will be provided on a nonreimbursable (public assistance) basis.

d. Points of contact for EOD support are as follows:

(1) For California, Utah, Washington, and Wyoming: Commander, 548th Ord Det (Explosive Ordnance Detachment Control Center (EODCC)), Presidio of San Francisco, California 94129.

(2) For Colorado: Commander, 543d Ord Det (EODCC), Fort Leonard Wood, MO 65473.

(3) For Alaska: Commander, 176th Ord Det, Fort Richardson, AK 99505.

e. Guidance for EOD support is fully discussed in AR 75-14 and AR 75-15.

8-30. EOD support to civil authorities

Rendering-safe and disposing of explosive ordnance (EO) reported or discovered outside DOD installations normally are responsibilities of civil authorities. The EOD assistance, in the form of actions and/or advice, may be provided upon request when a determination has been made by the authority concerned that such assistance is required in the interest of public safety.

8-31. Additional details

a. Specific details for QASAS and EOD support will be delineated in the individual MOAs/DD Forms 1144.

b. Appendix C gives guidance for procedures on QASAS. Questions regarding EOD support may be directed to the ICP or to Commander, FORSCOM, ATTN: AFOP-OCE, Fort McPherson, GA 30330-6000.

c. The sample memorandum of agreement is shown in figure 8-1.

d. Figure 8-2 is an example of a completed SF 344; with instructions for completing the form.

DEPARTMENT OF THE ARMY
OFFICE OF THE DEPUTY CHIEF OF STAFF FOR LOGISTICS
WASHINGTON, DC 20310-0547

REPLY TO
ATTENTION OF:
DALO-SMS

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY
AND
(THE STATE OF (Receiver), DEPARTMENT OF (Receiver),)
OR
(THE DEPARTMENT OF (Receiver))

SUBJECT: Avalanche Control

1. Purpose. The purpose of this MOA is to provide an agreed upon basis for the relationship between DA and the (Receiver) concerning organization and logistics support for the ACP and to establish the nature of support that will be made available by the Army in support of the ACP, the procedures for requesting support, the responsibilities of the Army and the (Receiver), and the requirements for reimbursement.
2. References. All references to this agreement are listed in AR 725-20, appendix A.
3. Background. Commercial sources for weapons and ammunition suitable for avalanche control purposes are currently not available. The Army has provided surplus weapons and munitions for avalanche control in the past and will continue to do so pending the development of suitable commercial or sports industry alternative.
4. Scope. This agreement applies to the parties of this agreement and to proponent agencies involved in the loan or lease of weapons and the supply of ammunition items for avalanche control purposes.
5. Responsibilities. Nothing in this agreement will be construed as relieving the (principal parties) of their respective responsibilities relating to avalanche control or the ACP.
6. Authority. The authority for this agreement is:
(For Federal agencies) 31 USC 1535, chapter 10, Title 40 USC, and to the extent that the (Receiver) ACP may be deemed to protect public property, 10 USC 4655.
(For non-Federal agencies, domestic organizations) 10 USC 2667, and 10 USC 4657 (effective 1 Oct 84).
(For the U.S. Forest Service (USFS)) Special use permits are issued by the USFS under the authority of 16 USC 497, 16 USC 555, and 16 USC 572. Cooperation between the USFS and winter sports permittees includes the permittees financing the costs of administration and use of military hardware for use at winter sports sites.
7. Objectives. The objectives of this agreement are to:
 - a. Identify responsibilities of the participants to this agreement and establish a relationship applicable to the participating organizations delineating their respective actions relating to the ACP.
 - b. Provide policies governing respective agreement on matters relating to the ACP.
 - c. Standardize relationships and language between Army organizations and (Receiver) agencies/elements.

Figure 8-1. Sample memorandum of agreement

8. General Policies.

- a. HQDA is responsible for overall Army guidance for the ACP program.
- b. HQ, AMCCOM is the principal Army Headquarters responsible for ACP support. AMCCOM will accept and process requisitions from authorized customers; provide customers with current suspension/restriction listings; assist those responsible for storage, use, and transportation of weapons and ammunition; and answer questions from customers concerning general safety publications not covered by national safety codes or standards subject to the terms and conditions of this agreement.
- c. The policies contained herein will govern the relationship of all parties involved with this agreement. Actions will be executed at the lowest practical level and will be in accordance with AR 725-20 (attached) and AR 5-16.
- d. (For Federal agencies) Weapons may be loaned at incremental cost to the Departments of Agriculture and Interior under provisions of 31 USC 1535; or (For State agency ACP participants) Weapons may be leased to State agencies under provisions of 10 USC 2667. In addition to recoupment of costs, the lessee is required to pay a "fair monetary rental fee."
- e. (For Federal agencies) 31 USC 1535 permits sales of ammunition to Federal departments and agencies; or (For domestic (State) organizations) 10 USC 4657 permits sales of ammunition to State agencies or entities licensed by the State for avalanche control purposes.

9. Understandings, Agreements, Support, and Resource Requirements.

- a. The Department of the Army (HQDA) recognizes the importance of avalanche control to the public safety and will, within capabilities, provide weapons and ammunition in support of the ACP.
- b. HQ, AMC, ATTN: AMCSM-PDP, will monitor logistics support for the ACP and review and recommend approval for loan/lease of weapons in accordance with AR 725-20.
- c. HQ, AMCCOM, Rock Island, IL 61299-6000, has general responsibility for providing logistics support to ACP participants in accordance with AR 725-20 and AR 5-16. Specific offices are identified with functions. AMCCOM has responsibility for ammunition surveillance. Where ammunition surveillance is required, this category of support will be included on DD Form 1144 for all Federal agencies, and will be provided on a reimbursable basis as agreed to in writing by State agency ACP participants.
- d. ACP participants will follow procedures outlined in Appendix B, AR 725-20, for maintenance. Maintenance responsibilities for avalanche weapons are as follows:
 - (1) ACP participants will contact HQ AMCCOM, ATTN: AMSMC-MML, Rock Island, IL 61299-6000, Comm (309) 782-6454, for assistance in scheduling maintenance for weapons.
 - (2) ACP participants will contact HQ AMCCOM, ATTN: AMSMC-MAG-S, Rock Island, IL 61299-6000, Comm (309) 782-8303, to obtain advice and assistance for resolving operating problems related to operation of ACP weapons.
 - (3) ACP participants will write to HQ AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000, to formally request performance of maintenance.
 - (4) HQ AMCCOM, ATTN: AMSMC-MAF-MW, Rock Island, IL 61299-6000, Comm (309) 782-4287, AV 793-4287, will receive approved requests for maintenance support from AMCCOM (AMSMC-MMD) and will conduct all required coordination for actual performance of maintenance with HQ DESCOM.
 - (5) HQ DESCOM, ATTN: AMSDS-SM-MTA, Chambersburg, PA 17201-4170, Comm (717) 263-7946, AV 238-7941, will direct maintenance of avalanche weapons at Tooele Army Depot.
 - (6) Commander, Tooele Army Depot, ATTN: SDSTE-MEP-TA, Tooele, UT 84074-5006, Comm (801) 833-2918, AV 790-2918, will perform maintenance on weapons used for avalanche control.
- e. HQ, FORSCOM, ATTN: AFOP-OCE, Ft McPherson, GA 30330-6000, Comm (404) 752-3193/3998, AV 588-3998, is responsible for explosive ordnance disposal (EOD) support required by ACP participants.
- f. The Army agrees to perform routine surveillance and reliability testing of ammunition, on a lot basis, prior to issue at no cost to ACP participants. The Army will not certify ammunition for overhead fire. Where overhead fire is required, the (Receiver) will assume full responsibility.
- g. The (Receiver) may request surveillance support on a reimbursable basis from HQ, AMCCOM, ATTN: AMSMC-QAS, Rock Island, IL 61299-6000. AMSMC-QAS will coordinate the request with the appropriate Army headquarters and installation to assure prompt support. Include location of inspection and the lot and type of ammunition to be inspected. Cite this agreement and AR 725-20 as authority.
- h. The (Receiver) agrees to notify HQ, AMCCOM, ATTN: AMSMC-QAS, commercial (309) 782-2421, extension 82, or AUTOVON 793-2421, extension 82, immediately of any ammunition malfunction involving death, injury, or property damage. Other malfunctions must be reported within 24 hours. Notification shall include type of ammunition, lot number, and the conditions under which the malfunction occurred. The Army is to notify the (Receiver) at (message address of ACP participant) of ammunition suspensions or other ammunition data. The Army will provide disposition instructions for any ammunition permanently suspended and still within control of the (Receiver). A like quantity of nonsuspended ammunition may or may not be provided without cost to the (Receiver) as replacement. Determination will be on a case-by-case basis by HQ, AMCCOM.

Figure 8-1. Sample memorandum of agreement—Continued

i. The (Receiver) is responsible for training all personnel who handle or use munitions furnished under this program with particular attention to safety and security. The Army may, on the basis of local arrangements not within the scope of this agreement, assist in the training of such personnel on a reimbursable basis.

j. The (Receiver) assumes responsibility for the security, safe handling, and use of munitions furnished pursuant to this agreement in a manner consistent with common practice, public law, local ordinances, and this MOA. The Army recommends that security procedures identified in DODI 5220.30 and ammunition storage procedures in DOD 4145.19-R-1, extracted copies of which are attached to this agreement, be followed. As a minimum, the following mandatory security requirements are agreed to by the (Receiver):

(1) Safeguard weapons and ammunition from loss or theft and ensure that provisions as set forth in this agreement are followed.

(a) Accountability. The (Receiver) is required to have or establish an accountability system for both weapons and ammunition. Records kept shall reflect nomenclature, serial numbers, quantities, lot numbers, and locations of weapons and ammunition.

(b) Security. The (Receiver) is required to--

1. Provide storage area exterior lighting of sufficient intensity for personnel in the area to recognize illegal or unauthorized activities.

2. Establish a key and lock control system that provides for the appointment of a custodian, maintenance of a key and lock register, maintenance of a list of personnel authorized to use/issue keys, and secure keys in a locked container.

3. Physically remove the firing device from the weapon and store the firing device under lock at a location removed from the weapon storage or firing area.

4. Comply with the Gun Control Act of 1968 (PL 90-618) and any other applicable Federal, State, or local laws to the extent they apply to the ACP. The (Receiver) is responsible for preventing misuse of the munitions or their use by unauthorized persons.

(c) Storage and Storage Areas. Ammunition will be stored under lock and key. An inventory will be conducted of all ammunition monthly. The result of the monthly inventory will be reported in writing to HQ, AMCCOM, ATTN: AMSMC-DSD, Rock Island, IL 61299-6000. (Telephone commercial (309) 782-3261/5206 or AUTOVON 793-3261/5206.) The (Receiver) is required to ensure that storage areas are constructed in accordance with requirements established by the Bureau of Alcohol, Tobacco, and Firearms in 18 USC 342 (DODI 5220.30). Storage areas will be protected with a central alarm system to be installed in accordance with UL Standard 681, Extent No 3. Storage areas not under constant surveillance, or protected by an intrusion alarm system, will be checked during nonworking hours at least once every 4 hours.

(d) Standing Operating Procedures. The (Receiver) is required to prepare written procedures designed to ensure compliance with the security standards as outlined in this agreement. These procedures shall be made available for review and approval by HQDA (DALO-SMS).

(2) The (Receiver) will report any loss, theft, or attempted theft of Government property with physical evidence of the attempt; any evidence of terrorist involvement or trafficking of weapons and/or munitions to local law enforcement agencies and to the Federal Bureau of Investigation. Losses or theft and the circumstances thereof will also be reported in writing to HQ, AMCCOM, AMSMC-MMD, Rock Island, IL 61299-6000. (Telephone commercial (309) 782-6494 or AUTOVON 793-6494.) Army claims for losses or damage to Government-owned property will be processed in accordance with existing Army regulations. The (Receiver) agrees to reimburse the Army for loss or damage to materiel loaned or leased in support of the ACP.

(3) ACP participants may enter into a separate support agreement (MOA/DD Form 1144) for storage of weapons and ammunition with an Army installation/depot, local National Guard, or Army Reserve activity with the capability and facilities to store the weapons or ammunition. Services provided will be on a reimbursable basis. Where existing rates/costs have not been established, rates may be negotiated.

k. The (Receiver) will not mortgage, pledge, assign, transfer, sublet, or part with possession of any munitions in any manner to any third party either directly or indirectly (except as provided in this paragraph) without the written permission of the Assistant Secretary of the Army (Installation and Logistics). The munitions will be utilized by the (Receiver) under this agreement. At all times, the Army shall have free access to all munitions for the purpose of inspection or inventory.

1. The (Receiver) will return all materiel furnished when no longer required for the ACP upon termination of this agreement. Materiel will be returned to a location designated by HQ, AMCCOM(AMSMC-MMD) with credits and charges calculated under applicable Army regulations.

Figure 8-1. Sample memorandum of agreement—Continued

m. The (Receiver) agrees to reimburse the Army for all costs incurred in conjunction with the ACP. Monies collected as reimbursement will be deposited to the account used to provide the materiel. Ammunition will be priced as prescribed by AR 725-20, paragraph 4-5. The Army will provide the price of each ammunition item to ACP participants by 1 April each year.

n. Responsibility for weapons and responsibility and accountability for ammunition will be transferred to the (Receiver) upon receipt.

(For U.S. Forest Service)

(1) USFS weapon assets stored at Tooele Army Depot will be accounted for using ownership/purpose code 9 within the Commodity Command Standard System. Specific written instructions from the owning participant will be required for release of weapon assets stored at Tooele Army Depot, ATTN: SDSTE-SUI, AV 790-2507 by HQ, AMCCOM, Rock Island, IL 61299-6000.

(2) Storage and control of assets will require reimbursement from the participant on an annual basis. HQ, DESCOM will compile the charges for which participants will be billed. Any significant change in these costs will require an update of the DD Form 1144.

(For all ACP participants) Assets leased to State agencies and loaned to Federal agencies will be returned to HQ, AMCCOM's accountability in accordance with provisions of the loan/lease agreement upon determination of being unserviceable or no longer required. Replacement for unserviceable assets will occur as required; credit for unserviceable returned assets will be determined on a case-by-case basis by HQ, AMCCOM.

o. The (Receiver) will assume all responsibility for any claims arising from the possession, use, or transportation of the munitions items and agrees to hold the Army harmless from any such claims and liability.

(For all ACP Participants) Specifically, the (Receiver) agrees to hold the Army harmless for damage to property of the (Receiver) or property of others or for personal injuries to the officers, agents, servants, or employees of the (Receiver), or to any other persons arising from an incident related to the (Receiver)'s continued retention and use of munitions materiel incident to this agreement.

(For Federal ACPs) The (Receiver) assumes the responsibility for receiving, processing, and payment of claims made against the Department of Defense and its subordinate departments arising from incidents relating to munitions supplies furnished to the (Receiver). In the event suit is filed, the (Receiver) will be the lead agency in supporting the Department of Justice in litigation.

(For State agency ACPs) The (Receiver) agrees to indemnify the Army for any costs incurred as a result of any claims or civil actions brought by any third person arising from or incident to the (Receiver)'s retention and use of munitions materiel. The (Receiver), in addition, agrees to file no claim for administrative settlement with any Federal agency or institute any action or suit for money damages in any court of the United States or any State for loss of property, personal injury, or death arising from or incident to the (Receiver)'s continued retention and use of munitions.

p. The (Receiver) agrees by 15 May annually to provide an updated 5-year forecast of requirements to enable the Army to plan for ammunition supply, surveillance, and other inspections, and maintenance planning for parts and repair of weapons and accouterments.

(1) Forward repair parts and maintenance forecast to Commander, AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000.

(2) Forward ammunition requirements forecast to Commander, AMCCOM, ATTN: AMSMC-DSD, Rock Island, IL 61299-6000.

q. The (Receiver) is responsible for care and maintenance of loaned or leased materiel during the term of this agreement. The (Receiver) will maintain the materiel in serviceable condition and ensure it is returned to the Army in as good a condition as when loaned or leased (fair wear and tear excepted). Records of maintenance performed will be kept, and returned to the Army with the materiel. The Army agrees to provide repair parts, maintenance, and overhaul repair services for weapons provided under this agreement on a reimbursable basis. Requests for maintenance agreements should be addressed to Commander, AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000.

(1) The (Receiver) will neither make nor permit any modifications or alterations of any borrowed or leased materiel except with written permission of HQ, AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000.

(2) AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000, Comm (309) 782-6454 or AV 793-6454, will, in coordination with HQ, DESCOM, arrange for depot maintenance of weapons used for ACP purposes to be accomplished at Tooele Army Depot, UT.

(3) AMCCOM(AMSMC-MMD) will provide the cost of repair parts, maintenance, and overhaul to ACP participants at the beginning of each fiscal year. These costs will remain fixed for the following fiscal year and will enable participants to plan for maintenance of assigned equipment.

(4) Upon determination of maintenance requirements, the participant will submit a purchase order/ written request with fund cite to Commander, AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000.

(5) Maintenance will be scheduled, insofar as possible, during the summer season. Participant requirements for maintenance and repair parts should be forwarded to Commander, AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000, not later than 15 May annually to allow for sufficient time for scheduling maintenance and procurement of parts.

Figure 8-1. Sample memorandum of agreement—Continued

r. Requisitioning of ammunition will be accomplished in accordance with AR 725-20, chapter 4. In all cases, the stockpiling of ordnance for greater than one year's expenditure is prohibited by this agreement. HQ, AMCCOM will accept requisitions from authorized participants for ammunition considered applicable to the ACP, subject to the terms and conditions of this agreement. Ammunition requisitions will be submitted as follows:

(1) *(For Federal agency ACP participants)* The *(Receiver)* will direct SF 344 in triplicate, one line (NSN) per order, to Commander, AMCCOM, ATTN: AMSMC-DSD, Rock Island, IL 61299-6000; or *(For State agency ACP participants)* The *(Receiver)* will utilize SF 344 or similar form when submitting requisitions. Blank forms are available through the Baltimore AG Publications Center, Customer Assistance, telephone (301) 962-2533. *(Cite AR 725-20 and this agreement when requesting forms.)* The order will be in the format outlined in AR 725-20, figure 4-1, and will be directed to Commander, AMCCOM, ATTN: AMSMC-CPB-CB, Rock Island, IL 61299-6000, who will forward the requisition for appropriate supply action. Reimbursement for munitions will be accomplished in accordance with AR 725-20, chapter 4, and this MOA.

(2) Authorized priority for requisitioning munitions for the purpose of this agreement is 03 (emergency), 06 (immediate), and 15 (routine replenishment).

(3) HQ, AMCCOM (AMSMC-CPB-CB) will bill the participant at *(Receiver)* *(designated address)* on SF 1080, and the participant will reimburse the Army at the rate or prices specified in the annual pricing supplement issued by the ICP in accordance with the MOA.

(4) Upon receipt of ammunition, the ACP participant will be responsible for completing DD Form 1348-1, which will accompany the shipment. Upon receipt of supplies, the ACP participant will sign and date the document signifying actual receipt for the item and quantity ordered. The original copy will be mailed to Commander, AMCCOM, ATTN: AMSMC-DSD, Rock Island, IL 61299-6000.

s. Participants may submit reports of discrepancy (ROD) involving receipt of ammunition or weapons to the Commander, AMCCOM, ATTN: AMSMC-MMD, Rock Island, IL 61299-6000, telephone comm (309) 782-6494, or AV 793-6494.

t. The EOD support will be provided upon request and without charge. EOD support will be provided in accordance with AR 725-20, paragraphs 4-8 and 4-9. Requests must be forwarded or telephoned to the geographic area EOD Control Centers as follows:

(1) For California, Utah, Washington, and Wyoming: Commander, 548th Ordnance Detachment (EODCC), Presidio of San Francisco, CA 94129, telephone: (415) 561-4203/4312.

(2) For Colorado: Commander, 543d Ordnance Detachment (EODCC), Fort Leonard Wood, MO 65473, telephone: (314) 368-3814/4313.

(3) For Alaska: Commander, 176th Ordnance Detachment (EOD), Fort Richardson, AK 99505, telephone: (907) 862-2198/8114.

u. *(For State agency ACP participants)* The *(Receiver)* agrees to provide a surety bond to HQ, AMCCOM, Rock Island, IL 61299-6000, in the form of a certified bank check, a cash deposit, U.S. treasury bond, or bonding company bond in the amount of the total value of borrowed or leased material.

10. Effective Date, Modifications, and Termination.

a. This agreement becomes effective upon signature of all parties.

b. This MOA will be reviewed annually, during the fourth quarter of the fiscal year. The agreement may be modified at any time by mutual agreement of the Army and the *(Receiver)*, and may be terminated upon the mutual agreement of all signatories, or 90 days following the receipt of written notice of withdrawal by either party.

_____ (Signature)	_____ (Signature)
_____ (Name)	_____ (Name)
_____ (Title)	Executive Director Avalanche Control
_____ (Organization)	Headquarters, Department of the Army
_____ (Date)	_____ (Date)

Note.

Material that is to be included in this memorandum exactly as shown is printed as if typewritten (typewritten). Material that is to be included in this memorandum exactly as shown but only by certain users is printed in bold (bold print). Information to be provided by the user and instructions for this memorandum are printed in bold italic (bold italic print).

Figure 8-1. Sample memorandum of agreement—Continued

Authorized signature (head of organization or his or her designee) must appear on original order copy. Only one line item (NSN) should be used per order.

1. DOC. IDEN. (1–3). Always enter AOE.
2. ROUTING IDEN. (4–6) Always enter B14.
3. M & S (7). Always enter A.

DOCUMENT NUMBER

9–10. REQUISITIONER (30–35). For all Federal agencies, enter DODAAC for the officer ordering the ammunition.

11. DATE (36–39). Enter Julian date.

13. DEM (44). Leave Blank.

14–15F. SUPPLEMENTARY ADDRESS (45–50). Enter DODAAC of receiving location. If the receiving location does not have a DODAAC, enter complete receiving address, point of contact (name), and phone number in Item 23, REMARKS. See entries 26 through 31.

16F. SIG (51). Always enter J. This indicates the requisitioner (block 7) will receive the bill and the receiving location (block 7) is to receive the ammunition.

17. FUND (52–56). For USFS, enter FS; all other participants will use XP.

18F. DISTRIBUTION (54–56). Leave blank.

19. PROJECT (57–59). Leave blank.

20. PRIORITY (60–61). Enter authorized priority as indicated in MOA.

21. REQ'D DELIVERY DATE (62–64). Enter Julian date for required delivery.

4. FSC (8–11). Enter Federal supply class (FSC) number (1315).

5. NIIN (12–20). Enter the appropriate Department of Defense Identification Code (DODIC) (for ammunition orders only) from those shown below:

- a. C027 for 75 mm P/H HE.
- b. C051 for 75mm R/R HE.
- c. C053 for 75MM R/R HEP-T.
- d. C464 for 105mm R/R HE.
- e. C498for 105mm R/R HEP-T.

6. ADDT'N'L (21–22). Leave blank.

7. UNIT OF ISSUE (23–24). Enter EA (each).

8. QUANTITY (25–29). Enter quantity.

12. SERIAL (40–43). Enter serial number.

14–14V. SUPPLEMENTARY ADDRESS (45–50). Leave blank.

16V. SIG (51). Leave blank.

18V. DISTRIBUTION (54–56). Leave blank.

19V. PROJECT (57–59). Leave blank.

22. ADVICE (65–66). Leave blank.

SIGNATURE (*If required*). Signature of approving official described in paragraphs 8–1*b* and 8–1*c*.

TELEPHONE NUMBER. Enter commercial and DSN telephone number.

23. REMARKS.

- a. Enter appropriation(s) for ammunition and transportation where applicable.
- b. Enter ship-to address. Give the exact location.
- c. Enter the bill-to address
- d. Provide the contact name and phone number including the area code.
- e. Provide other special instructions.
- f. Enter "MARK FOR:" then list the receiving and purpose.

Figure 8–2. Sample SF 344, with instructions for completing the form—Continued

Appendix A References

Section I Required Publications

AR 71-32

Force Development and Documentation Consolidation Policies. (Cited in para 2-2.)

AR 75-1

Malfunctions Involving Ammunition and Explosives. (Cited in para C-7.)

AR 75-14

Interservice Responsibilities for Explosives Ordnance Disposal. (Cited in para 8-30.)

AR 75-15

Responsibilities and Procedures for Explosive Ordnance (Cited in para 8-30.)

AR 190-11

Physical Security of Arms, Ammunition, and Explosives. (Cited in paras 4-2 and 6-2.)

AR 220-1

Unit Status Reporting. (Cited in para 2-2.)

AR 335-15

Management Information Control System. (Cited in para 7-2.)

AR 360-1

The Army Public Affairs Program. (Cited in para 2-5.)

AR 385-40

Accident Reporting and Records. (Cited in DA Form 4881.)

AR 500-1

Aircraft Piracy Emergencies. (Cited in para 2-2.)

AR 700-128

Prime Power Program. (Cited in para 2-1.)

AR 702-6

Ammunition Stockpile Reliability Program (Cited in para 8-11.)

AR 710-1

Centralized Inventory Management of the Army Supply System. (Cited in para 2-2.)

AR 710-2

Inventory Management Supply Policy Below the National Level. (Cited in paras 2-2, 2-10b, 4-1f, 8-4, and 8-12.)

AR 710-3

Asset and Transaction Reporting System. (Cited in para 3-1.)

AR 725-50

Requisition, Receipt, and Issue System. (Cited in paras 4-2c and 8-23.)

AR 735-5

Policies and Procedures for Property Accountability. (Cited in paras 3-8, 5-1, 5-5, and 8-22.)

AR 735-11-2

Reporting of Supply Discrepancies. (Cited in para 3-3.)

AR 740–26

Physical Inventory Control (Cited in para 8–12.)

DA PAM 710–2–1

Using Unit Supply System Manual Procedures. (Cited in in para 2–2.)

DA PAM 710–2–2

Supply Support Activity Supply System Manual Procedures. (Cited in para 2–2.)

DA PAM 738–750

Functional Users Manual for the Army Maintenance Management System (TAMMS). (Cited in para 2–2.)

SB 742–1

Inspection of Supplies and Equipment Ammunition Surveillance Procedures (Cited in para 8–7.) (Available at http://www.logsa.army.mil/etms/find_etm.cfm.)

TB 43–0116

Identification of Radioactive Items in the Army. (Cited in para 8–13.) (Available at http://www.logsa.army.mil/etms/find_etm.cfm.)

TB 380–41

Procedures for Safeguarding, Accounting and Supply Control of COMSEC Materiel. (Cited in para 3–2*b*.) (Available at http://www.logsa.army.mil/etms/find_etm.cfm.)

DFAS–IN Regulation 37–1

Defense Finance and Accounting Service (Cited in 8–8*a*(3). (Available from <http://www.asafm.army.mil/budget/di/di.asp>.)

DOD 4145.19–R–1

Storage and Materials Handling (Cited in para 8–13.) (Available at www.dtic.mil/whs/directives.)

DODD 2030.8

Trade Security Controls on DoD Excess and Surplus Personal Property, November 17, 1997 (Cited in para 6–2*a*.) (Available at www.dtic.mil/whs/directives.)

DODI 5220.30

Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives at Contractor Facilities (Cited in para 8–13.) (Available at www.dtic.mil/whs/directives.)

FAR

Federal Acquisition Regulation. (Cited in table 2–1.) (Available at <http://www.arnet.gov/far>.)

Section II**Related Publications**

A related publication is a source of additional information. The user does not have to read it to understand this regulation.

AR 5–9

Area Support Responsibilities

AR 11–2

Management Control

AR 11–9

The Army Radiation Safety Program

AR 12–1

Security Assistance, International Logistics, Training, and Technical Assistance Support and Responsibilities

AR 12-8

Security Assistance Operations and Procedures. Administration Regional Field Boards in Crisis Management Operations.

AR 40-61

Medical Logistics Policies and Procedures

AR 58-1

Management, Acquisition and Use of Administrative Use Motor Vehicles

AR 75-1

Malfunctions Involving Ammunition and Explosives (RCS CSGLD-1961(MI))

AR 130-400

Logistical Policies for Support.

AR 215-1

Morale, Welfare, and Recreation Activities and Unappropriated Fund Instrumentalities

AR 525-90

Wartime Search and Rescue (SAR) Procedures

AR 700-49

Loan of DLA Stock Fund Materiel

AR 700-90

Army Industrial Base Program

AR 710-1

Centralized Inventory Management of the Army Supply System

AR 725-1

Special Authorization and Procedures for Issues, Sales, and Loans

AR 870-20

Historical Activities: Museums, Historical Artifacts, and Art

AR 930-5

American National Red Cross Service Program and Army Utilization

CTA 50-900

Clothing and Individual Equipment. (Available from local supply channels.)

DA PAM 25-380-2

Security Procedures for Controlled Cryptographic Items (CCI)

DOD 4160.21-M

Defense Materiel Disposition Manual, August 1997. (Available at www.dtic.mil/whs/directives/.)

DOD 5105.38M

Security Assistance Management Manual. (Available at www.dtic.mil/whs/directives/.)

DOD 7000.14-R

Financial Management Regulations. (Available at www.dtic.mil/whs/directives/.)

DODD 1225.6

Equipping the Reserve Forces. (Available at www.dtic.mil/whs/directives/.)

DODD 3025.1

Military Support to Civil Authorities (MSCA). (Available at www.dtic.mil/whs/directives/.)

DODD 5525.5

DOD Cooperation with Civilian Law Enforcement Officials. (Available at www.dtic.mil/whs/directives/.)

DODI 5410.16

DOD Assistance to Non–Government, Entertainment–Oriented Motion Picture, Television, and Video Productions. (Available at www.dtic.mil/whs/directives/.)

DODD 7230.8

Leases and Demonstrations of DOD Equipment. (Available at www.dtic.mil/whs/directives/.)

10 CFR

Energy

49 CFR

Transportation

10 USC 372

Use of Military Equipment and Facilities

10 USC 2541

Establishment of Loan Guarantee Program

10 USC 2571

Interchange of Property and Services

10 USC 2572

Documents, Historical Artifacts, and Condemned or Obsolete Combat Materiel: Loan, Gift, or Exchange

10 USC 2667

Leases: Non-Excess Property of Military Departments

10 USC 4651

Arms, Tentage, and Equipment: Educational Institutions Not Maintaining Units of ROTC

10 USC 4653

Ordnance and Ordnance Stores: District of Columbia

10 USC 4655

Arms and Ammunition: Agencies and Departments of the United States

10 USC 4656

Aircraft and Equipment: Civilian Aviation Schools

10 USC 4683

Excess M-1 Rifles: Loan or Donation for Funeral and Other Ceremonial Purposes

10 USC 4685

Obsolete Ordnance: Loan to Educational Institutions

10 USC 4686

Obsolete Ordnance: Gift to State Homes for Soldier And Sailors

18 USC 3056

Powers, Authorities, and Duties of United States Secret Service

20 USC 60

Army Articles Furnished to National Museum

31 USC 1535

Agency Agreements

32 USC 109(c)

Maintenance of Other Troops

32 USC 702

Issue of Supplies to State National Guard

33 USC 575

Availability of Appropriations for Expenses Incident to Operation of Power Boats or Vessels; Expenses Defined; Certification of Expenditures

33 USC 701

Flood Control Generally

33 USC 1251

Chapter 26: Congressional Declaration of Goals and Policy

42 USC 5121

Chapter 68: Disaster Relief

Section III

Prescribed Forms

The following forms are available on the Army Electronic Library CD-Rom and the APD Web site (www.apd-army.mil) unless otherwise stated. DD forms are available from the Office of the Secretary of Defense Web site (www.dior.whs.mil).

DA Form 4881

Agreement for Loan of U.S. Army Materiel. (Prescribed in paras 2-9*b*, 2-17*b*, 8-16, and E-4.)

DA Form 4881-1

Certificate for Signature by an Alternate. (Prescribed in paras 2-9*b* and *d* and E-4.)

DA Form 4881-2

Military Property of the United States—Exhibit 1. (Prescribed in para 2-9*b*.)

DA Form 4881-3

Surety Bond for Safekeeping of Public Property and Guaranteeing Reimbursement to the Government for Expenses Incident to the Loan of Army Materiel—Exhibit II). (Prescribed in para 2-10*c*.)

DA Form 4881-4

Power of Attorney. (Prescribed in paras 2-10*c* and 2-10*h*.)

DA Form 4881-5

Agreement for Lease of U.S. Army Materiel. (Prescribed in paras 2-9*b* and 8-16.)

DA Form 4881-6

Request and Approval for Loan or Lease and Loan or Lease Agreement. (Prescribed in paras 2-9*b*, 2-15, 2-18, 2-19, and 8-9.)

Section IV

Referenced Forms

DA Form 11-2-R

Management Control Evaluation Certification Statement

DA Form 1857

Statement of Account

DA Form 2404

Equipment Inspection and Maintenance Worksheet

DA Form 2407
Maintenance Request

DA Form 4610
Equipment Changes in MTOE/TDA

DD Form 448
Military Interdepartmental Purchase Request.

DD Form 1144
Supply Support Agreement.

DD Form 1348-1A
DOD Single Line Item Release/Receipt Document.

DD Form 1486
DOD Materiel Receipt Document.

SF 153
COMSEC Materiel Report. (Available at www.gsa.gov.)

SF 344
Multiuse Standard Requisitioning/Issue System Document. (Available at www.gsa.gov.)

SF 364
Report of Discrepancy (ROD). (Available at www.gsa.gov.)

SF 1080
Voucher for Transfer between Appropriations and/or Funds. (Available at www.gsa.gov.)

Appendix B

Avalanche Control

B-1. General

This appendix prescribes procedures for obtaining repair parts or maintenance support of weapons loaned or leased for ACP purposes.

B-2. Weapons

- a.* The following weapons are used for avalanche control:
 - (1) NSN 1015-00-322-9770, M116 75mm pack howitzer.
 - (2) NSN 1015-00-322-9742, M27A1 105mm recoilless rifle.
 - (3) NSN 1015-00-691-1289, M20 75mm recoilless rifle.
- b.* Repair parts for these weapons are generally available. Those not readily available are replenished through cannibalization and disassembly programs or procurement.

B-3. Maintenance support

- a.* Depot maintenance will be on a reimbursable basis to all participants in the ACP. The participant will submit DD Form 448 or provide a purchase order to Commander, TACOM, ATTN: AMSTA-LC-LEAC, Rock Island, IL 61299-6000, to fund depot maintenance. Depot maintenance will be accomplished under direction of HQ, DESCOM at Tooele Army Depot, UT.
- b.* Maintenance will be scheduled, so far as possible, during the summer months. Participant requirements will be provided to the ICP not later than 15 May each year to allow sufficient time and planning for maintenance.

B-4. Support data

Upon request, HQ, TACOM will furnish, at no cost, copies of drawings, specifications, or instructions as the participant may require for the operation or field repair of the weapon. It is the participant's responsibility to maintain the weapon in good (serviceable) condition.

B-5. Field maintenance support

ACP participants may arrange for field service maintenance support from local Active Army, U.S. Army Reserve, or National Guard units on a reimbursable basis. These maintenance support agreements may be locally negotiated.

Appendix C

Ammunition Surveillance and Suspension Procedures

C-1. General

This appendix prescribes procedures for obtaining ammunition surveillance support and actions required to address suspensions.

C-2. Ammunition surveillance

Ammunition surveillance includes—

- a.* Quality assurance and logistics functions related to inspecting, testing, and rating ammunition.
- b.* Functions that affect explosive safety during handling, storage, transportation, maintenance, use, and disposal of munitions.

C-3. Ammunition surveillance inspections

Ammunition surveillance inspections are structured to assure that materiel in storage meets established safety and reliability criteria and is properly classified.

C-4. Types of surveillance inspections

Types of surveillance inspections are:

- a.* Inspection of receipts.
- b.* Periodic inspection.
- c.* Storage monitoring inspection.
- d.* Special inspections.

C-5. Participants

ACP participants may request special inspections of their ammunition assets citing this regulation and applicable MOA. Requests will be forwarded to the addresses cited in paragraph C-9.

- a.* Federal agencies will submit surveillance requests using DD Form 448 with funds cite for reimbursement of costs and travel of QASAS personnel to inspection site.
- b.* Domestic (State) organizations will submit a written request with the funds to cover reimbursement of costs and travel of QASAS personnel to inspection site.
- c.* Inspections initiated by Army will be accomplished at no cost to ACP participants.

C-6. Inspection results

The QASAS personnel will provide written results of each inspection and investigation performed upon request of the ACP participant.

C-7. Suspensions

Ammunition suspensions occur when ammunition items are suspected of being unsafe for use, storage, or handling.

- a.* Ammunition suspension notices are issued in accordance with AR 75-1 to prohibit issue and use of potentially dangerous ammunition items.
- b.* Suspension actions are based on malfunction, accident, and surveillance inspection reports.
- c.* An investigation is conducted to determine necessary actions, and disposition instructions are issued accordingly. Based on the results of the investigation, disposition instructions will be issued.

C-8. Suspension notices

Ammunition suspension notices are disseminated worldwide and published in technical bulletins. The ACP participants will be provided copies of suspension notices involving items issued for avalanche control.

C-9. Information sources

Any questions regarding ammunition surveillance or suspensions or requests for special inspections can be sent to the Commander, JMC, ATTN: SFSJM-QAS, Rock Island, IL 61299-6000.

Appendix D Management Control Evaluation Checklist

D-1. Function

The function covered by this checklist is loan and lease of Army materiel.

D-2. Purpose

To assist the borrower and the lender in evaluating their key management controls. It is not intended to cover all controls.

D-3. Instructions

Answers must be based on the actual testing of key management controls (for example, document analysis, direct observation, interviewing, or sampling). Answers which indicate control problems must be explained (and corrective action indicated) in supporting documentation. These controls must be evaluated in accordance with the schedule in the Management Control Plan. Certification that this evaluation has been conducted must be accomplished on DA Form 11-2 (Management Control Evaluation Certification Statement).

D-4. Test questions

- a.* Does the operating staff have access to and have been trained in the requirements of AR 700-131?
- b.* Are periodic reviews conducted to ensure the presence of responsible signatories on all loan/lease actions and are the DA forms (for example, DA Forms 4881 and 4881-1 through 4881-6) being utilized?
- c.* Does a current standard operating procedure for processing loan/lease request exist and is it closely followed?
- d.* Does a system exist whereby operating personnel review extension requests for appropriate justification and possible TDA change?
- e.* Does a procedure exist that will permit the lending agency leadership to resolve loan/lease delinquency cases?
- f.* Is a suspense system followed in order to ensure issuance of timely disposition instructions?
- g.* Have standard operating procedures been developed detailing the actions that must be taken upon the return of loan/lease equipment?
- h.* Is there a procedure established that provides for inspection of equipment during the term of the lease?
- i.* Has the lessee obtained a surety bond or insurance to cover any loss or damage to equipment while in lessee possession?
- j.* Does a current standard operating procedure exist for the collection of loan/lease reimbursable costs?

D-5. Supersession

This checklist supersedes the checklist for AR 700-131, previously published in DA Circular 11-88-6. For assistance in responding to questions, contact the functional proponent.

D-6. Comments

Help make this a better tool for evaluating the loan/lease processes. Submit comments to HQDA functional proponent: Deputy Chief of Staff, G-4 (DALO-SMP), 500 Army Pentagon, Washington, DC 20310-0500.

Glossary

Section I Abbreviations

ACP

Avalanche Control Program

AG

Adjutant General

ALTS

Army Loan Tracking System

AMC

U.S. Army Materiel Command

AMCOM

U.S. Army Aviation and Missile Command

AMDF

Army Master Data File

ANRC

American National Red Cross

APO

accountable property officer

ARC

accounting requirements code

ARNG

Army National Guard

ASA (ALT)

Assistant Secretary of the Army (Installations, Logistics, and Environment)

ASL

Authorized Stockage List

AWCF

Army Working Capital Fund

CBL

commercial bill of lading

CCI

controlled cryptographic items

CG

commanding general

CMH

Center for Military History

COMSEC

communications security

CONUS

continental United States

DA

Department of the Army

DAMPL

Department of the Army Master Priority List

DCO

defense coordinating officer

DFAS

Defense Finance and Accounting Service

DLA

Defense Logistics Agency

DOD

Department of Defense

DODAAC

DOD activity address code

DSN

Defense Switched Network

DUSA(IA)

Deputy Under Secretary of the Army for International Affairs

EO

explosive ordnance

EOD

explosive ordnance disposal

EODCC

Explosive Ordnance Detachment Control Center

FAO

Finance and Accounting Office(r)

FAR

Federal Acquisition Regulation

FBI

Federal Bureau of Investigation

FEMA

Federal Emergency Management Agency

FORSCOM

Forces Command

FSC

Federal supply classification

GBL

Government bill of lading

GFE

Government-furnished equipment

HQDA

Headquarters, Department of the Army

IL

international logistics

ICP

inventory control point

ISR

installation supply representative

JMC

Joint Munitions Command

LIN

line item number

MACOM

major Army command

MEDCEN

U.S. Army Medical Center

MEDDAC

medical department activity

MILSTRIP

military standard requisitioning and issue procedures

MOA

Memorandum of Agreement

MSC

major subordinate command

MSCA

military support to civil authorities

MTOE

modification table of organization and equipment

MUSARC

Major United States Army Reserve Command

NGB

National Guard Bureau

NICP

national inventory control point

NRC

Nuclear Regulatory Commission

NSN

national stock number

OCAR

Office of the Chief, Army Reserve

OCIE

organizational clothing and individual equipment

OCONUS

outside continental United States

OSD

Office of the Secretary of Defense

OTSG

Office of The Surgeon General

PBO

property book officer

PM

program manager

QASAS

quality assurance specialist ammunition surveillance

RC

Reserve Components

RDTE

research, development, test, and evaluation

ROTC

Reserve Officers' Training Corps

RSC

Regional Support Command

SA

Secretary of the Army

SECDEF

Secretary of Defense

SMA

Supply Management Army

SSF

single stock fund

TAADS

The Army Authorization Documents System

TACOM

U.S. Army Tank-automotive and Armaments Command

TDA

tables of distribution and allowances

TF

task force

USACCSLA

U.S. Army Communications-Electronics Command, Communications Security Logistics Activity

USACE

U.S. Army Corps of Engineers

USAMMA

U.S. Army Medical Materiel Agency

USAR

U.S. Army Reserve

USARC

U.S. Army Reserve Command

USC

United States Code

USDA FS

USDA Forest Service

USPFO

U.S. Property and Fiscal Officer

Section II**Terms****Accessorial charges**

Expenses incidental to issue, packaging, handling, and crating, and transfer of materiel.

Accouterments

Equipment that is associated with small arms characterized as personal and individual that is available from Army stocks.

Administrative charges

General management and administrative expenses for supply and procurement.

Approving authority

The person (or designee) authorized to approve specific types of loans or leases of Army materiel (see table 2–1 and app B).

Arms

Weapons for use in war.

Army COMSEC Account

An administrative entity, identified by a six-character alphanumeric number, responsible for maintaining custody and control of COMSEC material.

Avalanche control

Those actions required to protect users of land under the control of States or Federal agencies by permit or authorization from foreseeable hazards relating to avalanches. Measures necessary to ensure safe conditions on roads, other public areas, and ski areas.

Avalanche control program (ACP)

An Army program for providing munitions and weapons to Federal and State agencies for use in avalanche control.

Bond

A written instrument executed by a bidder or contractor (the principal), and a second party (the surety or sureties), to assure fulfillment of the principal's obligations to a third party (the obligee or Government), identified in the bond.

Civil authorities

Those elected and appointed public officials and employees who govern the 50 States, District of Columbia, Commonwealth of Puerto Rico, U.S. possessions and territories, and governmental subdivisions thereof.

Civil defense

All those activities and measures designed or undertaken to—

- a. Minimize the effects upon the civilian population caused, or which would be caused, by an enemy attack upon the United States.
- b. Deal with immediate emergency conditions which would be created by any such attack.
- c. Implement emergency repairs to, or the emergency restoration of, vital utilities and facilities destroyed or damaged by any such attack.

Civil disturbance

Group acts of violence and disorders prejudicial to public law and order.

Civilian law enforcement officials

An officer or employee of a civilian agency with responsibility for enforcement of the law within the jurisdiction of the agency.

Community Relations Program

A program of action, to earn public understanding and acceptance, conducted at all levels of military command wherever stationed. The program includes participation in public events, humane acts, and cooperation with public officials and civil leaders.

Communications Security (COMSEC)

The protection resulting from the application of cryptosecurity, transmission security and emission security measures to telecommunications, and from the application of physical security measures to COMSEC information. These measures are taken to deny unauthorized persons information of value which might be derived from the possession and study of such telecommunications.

COMSEC equipment

End items (major items), major assemblies, components, tools, test equipment, and support equipment managed, controlled, stocked, and distributed exclusively by the U.S. Army Communications-Electronics Command, Communications Security Logistics Activity (USACCSLA) SOS/RIC B56.

Delinquent loan

A loan is considered delinquent when the loan/lease expiration date has passed beyond 60 days and the equipment has not been returned or has not been posted to the applicable accountable records. The loan remains delinquent unless an extension has been requested by the borrower and approved. This does not include those cases when a 90-day extension has been granted to allow the using organization to initiate TDA action.

Domestic Action Program

A program of assistance to local, State, and Federal agencies for the continued improvement and development of society.

DOD Activity Address Code (DODAAC)

A directory of activity address codes and corresponding organization addresses to which materiel, documentation, or billing is directed.

Domestic organization

Any non-Federal organization or private firm.

Emergency

Any catastrophe in any part of the United States that in the determination of the President requires Federal supplementary emergency assistance.

Emergency medical treatment

The immediate application of medical procedures to wounded, injured, or sick, by trained professional medical personnel.

Excess items

Items identified for reduced pricing purposes.

Executive agent

A term used to indicate a delegation of authority by the Secretary of Defense to a subordinate to act on the Secretary's behalf.

Expendable item

An item of Army property coded with an accounting requirements code of 'X' in the Army Master Data File (AMDF). An expendable item requires no formal accountability after issue from a stock record account. Commercial and fabricated items similar to items coded 'X' in the AMDF are considered expendable items. Note: This category consists of those items that are consumed during normal usage such as ammunition, paint, rations, gasoline, office supplies, etc., or are merged into another entity when used for their intended purpose such as nuts and bolts, construction material, repair parts, components and assemblies, etc. This includes all class 1, 3, 5 (except 5L), and 9 items, and those class 2, 4, and 10 items that are not end items or have a unit price of less than \$100. Organizational clothing and individual equipment authorized by CTA 50-900 will be accounted for in the same manner as nonexpendable property regardless of the (ARC) reflected in the AMDF.

Explosive ordnance (EO)

Includes bombs and warheads, missiles, artillery, small arms ammunition, mines, torpedoes and depth charges, grenades, demolition charges, improvised explosive devices, and all similar or related items

Explosive ordnance disposal (EOD)

The detection, identification, evaluation, rendering-safe, recovery, and final disposal of unexploded EO.

EOD incident

The suspected or detected presence of unexploded EO or damaged EO that constitutes a hazard to personnel, facilities, or equipment.

Fair value

A reduced price established as a percent of standard or replacement price based upon condition and age of the item.

Federal agency

Any department, independent establishment, Government agency, or other agency of the executive branch of the Federal Government, except the American National Red Cross.

Federal coordinating officer

The person appointed by the President to operate under the HUD Regional Director for FEMA to coordinate Federal assistance in presidentially-declared emergency or major disaster.

Federal Emergency Management Agency (FEMA)

The agency delegated the disaster relief responsibilities previously assigned to the Federal Disaster Assistance Administration.

Federal function

Any function, operation, or action carried out under the laws of the United States by any department, agency, or instrumentality of the United States or by an officer or employee thereof.

Federal property

Property that is owned, leased, possessed, or occupied by the Federal Government.

Firing position

Location of the weapon set for use.

Government property

All property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in this regulation.

ICP

The Army organization responsible for wholesale inventory management of assigned items.

Imminent serious condition

Any disaster or civil disturbance that is of such severity that immediate assistance is required to save human life, prevent immediate human suffering, or reduce destruction or damage to property.

Inventory control point

The Army organization responsible for wholesale inventory management of assigned items.

Lease

The granting of temporary possession or use of property or materiel for which payment of a lease fee is required.

Loan

The granting of temporary possession or use of non-excess property or materiel for which payment of a lease fee is not required.

Local government

Any county, parish, city, village, town, district, Indian tribe or authorized tribal organization, Alaskan native village or organization, or other political subdivision of any State.

Major disaster

Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, or other catastrophe which, in the determination of the President, is or threatens to be of sufficient severity and magnitude to warrant disaster assistance by the Federal Government. This assistance supplements the efforts and available resources of States, local governments, and relief organization in alleviating the damage, loss, hardship, or suffering caused thereby.

Malfunction

The failure of an ammunition item to function as expected when fired, launched, or when explosive components function during a nonfunctional test. Malfunctions do not include accidents or incidents that result from negligence, malpractice, or situations such as vehicle accidents or fires. However, malfunctions do include hang fires, as well as abnormal or premature functioning of explosive ammunition items, warheads, missiles, and rockets (under normal handling, maintenance, storage, transportation, and tactical deployment).

a. Class A malfunctions are those that endanger life, material, or both (class A malfunctions are capable of causing fatalities, serious injury, and destruction of or serious damage to the weapon or launcher under normal training of combat conditions).

b. Class B malfunctions are those other than class A.

Munitions

Munitions as used in this regulation also include ordnance, ammunition, and accouterments that are available within the Army supply system and which, consistent with DOD and Army regulations governing sensitive or closely controlled material, may be loaned, leased, or sold as appropriate without undue impact on Army missions or programs.

Museum

A non-profit organization operated and maintained for educational purposes, incorporated under applicable state law, and certified tax exempt by the IRS. It must be operated by a full-time, paid or unpaid staff (minimum one) who cares for tangible objects and exhibits them to the public for a minimum of 180 full days per year, either for free or a nominal charge. An institution that exhibits objects by appointment only may qualify provided they can demonstrate the objects were available for viewing for 180 or more days for two consecutive years.

Nonexpendable item

An item of Army property coded with an ARC of 'N' in the AMDF. A nonexpendable item requires property book accountability after issue from the stock record account. Commercial and fabricated items, similar to items coded 'N' in the AMDF, are considered nonexpendable items. Note: This category consists of end items of equipment that are separately identified. OCIE authorized by CTA 50-900 will be accounted for in the same manner as nonexpendable supplies regardless of the ARC reflected in the AMDF.

Non-surplus ammunition

Ammunition in which the existing requirement equals or exceeds available assets.

Objective area

A specific geographical location where a civil disturbance, disaster, or counterdrug operation is occurring or is anticipated.

Ordnance

Military weapon, associated equipment, and ammunition.

Other loan requesters

Other loan requesters not listed in table 2–1 include: Junior and Senior ROTC, tribal (Indian) organizations, and the Alaska Native Corporation.

Overhead fire

Fire (firing of ammunition) that is delivered over the heads of unprotected personnel and materiel objects(public roads and buildings) occupying an area between the firing position and the target area.

Purchase order

Request for supplies, equipment, or services.

Requisition

Order for supplies and/or equipment.

Routine requests

Requests resulting from situations that are reasonably predictable or do not require immediate action to prevent or reduce loss of life, property, or essential services. Reduced efficiency of the requester's operation is not in itself grounds for classifying a request higher than routine.

Similar activity (to a museum)

Educational institution, local or state government agency, or historical society that provides public access to established displays maintained on their property. Displays may be incidental to the primary function of the organization.

Small arms

Hand and shoulder weapons for use in war.

Supplies

Each item for which the Army has inventory management responsibilities under the DOD supply system, which has an assigned Federal stock number, and which is centrally managed and procured by one of the Army ICPs.

Surety

An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy a contractual obligation.

Surety bond

A bond, including dollar deposit, guaranteeing performance of a contract or obligations.

Suspended munitions

A munitions item withdrawn from issue, movement, or use, with or without qualification, due to a suspected or confirmed unsafe condition.

a. Temporary suspension. An interim order prohibiting issue, movement, or use of a munitions item, with or without qualification, due to an unsafe or defective condition that is unconfirmed.

b. Permanent Suspension. A permanent order prohibiting issue, movement, or use of a munitions item. Munitions are permanently suspended when an investigation confirms that they are unsafe or otherwise defective.

Terrorist incident

A form of civil disturbance that is a distinct criminal act committed or threatened to be committed by a group or single individual in order to advance a political or other objective, thus endangering safety of individuals or property. This definition does not include aircraft piracy emergencies.

Threatened major disaster

Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, or other catastrophe which, in the determination of the Administrator, FEMA threatens to be of severity and magnitude

sufficient to warrant disaster assistance by the Federal Government. This assistance will be used to avert or lessen the effects of such disaster before its actual occurrence.

Urgent requests

Those resulting from unforeseeable circumstances, civil disturbances, civil defense needs, aircraft piracy, secret service requirements, and disasters when immediate action is necessary to prevent loss of life, physical injury, destruction of property, or disruption of essential functions.

Winter sports permittee

Authorized operator of a winter sports site.

Winter sports site

An area of national forest land commercially operated and authorized by USDA. Forest Service special use permit for winter recreation.

Youth groups

Groups such as the Boy Scouts and Girl Scouts of the United States of America; Civil Air Patrol; Camp Fire Girls, Incorporated; the Boy's Club of America; Young Men's Christian Association; Young Women's Christian Association; Four-H Clubs; and similar groups.

Section III**Special Abbreviations and Terms**

This section contains no entries.

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