



Stevenson-Wydler Gift (SWG) Program Request and Agreement Form

This form is used to evaluate the Educational Institution/Non-profit Organization, who's intent or is in the conduct of technical and scientific education and research activities, to request excess/surplus government research equipment from Sandia National Laboratories (**SNL**) through the **SWG** program. This form is used to determine the feasibility for gifting equipment and for technical review of the institution/non-profit organization. The form also specifies the terms under which the equipment is to be gifted, should the request be approved. Title to the requested equipment will transfer only following Sandia's approval of this form and execution of the **SWG** Gift Title Transfer Form.

Please provide all the information requested below, sign the form, and return to the following applicable email address: madierk@sandia.gov (New Mexico) or jeuske@sandia.gov (California).

Institution or Non-profit Organization Information:

Principal Contact Name: Scott Miner

Title: Las Positas Faculty

Address: 3000 Campus Hill Drive, Livermore CA, 94551

Phone: (925) 424-1134 (Work)

Cognizant Authority Name: Kevin Kramer

Phone: (925) 424-1275 (Work)

Non-profit 501 (c) Tax Exempt Number, if applicable:

Department: PATH Division: Welding

Email: sminer@clpccd.org

Title: Dean of PATH Division

Email: kmkramer@laspositascollege.edu

Identification of requested equipment: Haas VF2 Vertical Milling Machines

Description of Property: 2 count Haas VF2 Vertical Milling Machines

Make/Model:

Serial Number:

Property Number:

Location of Equipment:

Name and Phone Number of **SNL Point of Contact for Equipment:** Chris Alan Bergh
Email: caberg@sandia.gov
Office: 925-294-6092

Technical Review Questions:

Please address the questions below. Answers may be embedded in the document or submitted on a separate sheet of paper if desired.

Please explain what your organization or institution intends to do with the equipment. (This must include information about the research or training program(s) currently in place or that will be established through acquisition of this equipment).

How will data generated from the equipment be used?

Does your staff have the requisite skill to use the equipment safely, considering any electrical, laser, chemical, pressure, or other hazards?

Is budget available for installation and maintenance?

Institution/Nonprofit Organization Responsibilities

- Submit **SWG** Program Request and Agreement Form;
- Appoint a designated representative for signing gift agreement;
- Answer technical review questions;
- Accept all terms including use of the equipment, liability, shipping/transportation costs, and export control regulations (see notice below).

Terms

- A. Sandia National Laboratory agrees to provide the excess education related and Federal research equipment identified on the **SWG** Gift Title Transfer Form, as a gift to the Recipient, for the conduct of technical and scientific education and research activities.
- B. Title to the research equipment, provided as a gift, shall vest with the recipient upon Sandia's approval of this **SWG** Program Request and Agreement Form and execution of the **SWG** Gift Title Transfer Form.
- C. Recipient will be responsible for any repair and modification costs to any equipment received through this agreement.
- D. Recipient and any successors to Recipient, hereby release and agree to hold harmless Sandia National Laboratory or any person acting on their behalf, to the extent allowable by law, for any and all liability of any kind and nature whatsoever, resulting from the receipt, shipping, installation, operation, use and maintenance of the Federal equipment through this agreement.
- E. Recipient agrees to use the gift provided herein for the primary purpose for, and in the conduct of, technical and scientific education and research activities.
- F. Recipient hereby certifies that they will export or transfer title of all gifted equipment in compliance with export controls as detailed in the Code of Federal Regulations, Titles 10, 15, 22 and 31. Any export of commodities contrary to U.S. Law is prohibited. For further assistance on export control, contact the U.S. Department of Commerce, Bureau of Export Administration.

The completion, signature and submission of this form is not to be considered approval to be granted the requested equipment.

Institution/Nonprofit Organization Representative Signature

Date

Accepted by **SNL** SWG Administrator

Date

Second Review and Acceptance by Prop. Admin. SME

Date

Export Control Notice

Personal property acquired from the U.S. Government may or may not be authorized for export from the United States. If export is allowed the purchaser is solely responsible for obtaining required clearances, approvals, and/or licenses. The purchaser also is required to pass on DOE's export control guidance if the property is resold or otherwise disposed. The required DOE export control guidance is:

The use, disposition, export, and re-export of this property is subject to all applicable U.S. laws and regulations, including the:

- Atomic Energy Act of 1954, as amended;
- Arms Export control Act (22 U.S.C. 2751 et seq.);
- Export Administration Act of 1979 (560 U.S.C Append 2401 et seq.);
- Assistance to Foreign Atomic Energy Activities (10 CFR part 810);
- Export and Import of Nuclear Equipment and Material (10 CFR part 110);
- International Traffic in Arms Regulations (22 CFR parts 120 et seq.);
- Export Administration Regulations (15 CFR part 730, et seq.);
- Foreign Assets Control Regulations (31 CFR parts 500, et seq.);
- Espionage Act (37 U.S.C., 791 et. seq.) which, among other things, prohibit:
 - a. The making of false statements and concealment of any material information regarding the use of disposition, export or re-export of the property; and
 - b. Any use or disposition, export or re-export of the property which is not authorized in accordance with the provisions of this agreement. The below signature affirms the institution/nonprofit organization representative understands and accepts the terms of the agreement and Export Control Notice.