

# Appendix A

## References

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### Enclosure (1)

## Instructions and Guidance Pertaining to the Navy Community Service Program

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**Public Law 101-165, Section 9111, Partnership with Schools Program, November 1989**  
This law provides the Department of Defense with the authority to enter into partnership programs and agreements with educational institutions. It also allows the Department of Defense to provide assistance by loaning and transferring defense laboratory equipment to educational institutions.

**Public Law 101-510, November 5, 1990**

This law encourages partnerships with educational institutions and allows loaning of defense laboratory equipment to institutions as well as allows making laboratory personnel available to teach science courses and develop science courses as well as materials.

**Public Law 101-610, National and Community Service Act of 1990 (November 16, 1990)**

This law directs federal agencies to design and implement a strategy to involve employees in educational partnerships.

**Executive Order 12820, "Facilitating Federal Employees' Participation in Community Service"**

This Executive Order charges agencies with encouraging direct and consequential community service and requires a senior official to be designated to provide leadership to support community service.

**Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century" (April 17, 1996)**

This Executive Order streamlines the transfer of excess and surplus Federal computer equipment to the Nation's classrooms (and nonprofit organizations) and encourages Federal employees to volunteer their time and expertise to assist teachers and to connect to classrooms.

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The Federal Employees Liability Reform and Tort Compensation Act of 1988

5 U.S.C., Chapter 81, Compensation for Work Injuries

Office of Federal Personnel Management, Federal Personnel Manual, Chapter 810, Injury Compensation

Office of Personnel Management web site (<http://www.opm.gov>) contains guidance on scheduling work and granting time-off to permit Federal employees to participate in volunteer activities.

JAGINST 5800.7C, Manual of the Judge Advocate General

DOD 5500.7-R, Joint Ethic Regulations

This regulation provides guidelines on favoritism, instructions on receipt and provision of gifts, and use of Government funds.

Department of Defense Manual 4160.21M

DOD Instruction 1402.5, Criminal History Background Checks

This instruction requires existing and newly hired "care providers" to have background checks. "Care providers" include civilian and military providers who regularly have contact with children. This is inclusive of DOD education and recreational programs.

DOD Instruction 1400.25-M, Subchapter 630, Section G, DOD Civilian Personnel Management System (Nov. 25, 1996)

This guidance permits a command to grant excused absence for employees participating in management-sponsored volunteer projects such as school partnerships.

DOD Instruction 1000.15, Private Organizations on DOD Installations

UNSECDEF Memorandum to Assistant Secretaries of the Military Department

This Memorandum, authorized on Sept. 9, 1996, implements a standard meal rate.

United States Navy Regulations 1990 (Art. 0835)

SECNAVINST 5720.44A, Department of Navy Public Affairs Policy and Regulations

This instruction provides guidelines on fund-raising as well as use of equipment and facilities.

OPNAVINST 5760.2C, Policy and Responsibility for Navy Youth Programs and Navy Supported Youth Organizations

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This instruction assigns specific responsibilities for administration and support of Navy youth programs and organizations.

### **OPNAVINST 5350.6 Series, Navy Community Service Program**

This instruction establishes the Navy Community Service Program and Flagships as well as provides guidance for Navy personnel including commands and volunteers.

### **OPNAVINST 5760.5B, Navy Support and Assistance to Nationally Organized Youth Groups (NOYG)**

This instruction updates policy and assigns responsibilities for Navy support for NOYGs as well as provides guidance regarding lodging, meals, cruises, and shore activity.

### **OPNAVINST 5400.24D, Command, Area Coordination and Command Relationships**

### **OPNAVINST 5720.2L, Embarkation in U.S. Naval Ships**

### **Memorandum for CNO of April 8, 1989**

This memorandum states that "volunteers are acting in an official capacity when involved with command-sponsored (community) activities, and, as such, their efforts are considered to be within the scope of their duties and employment."

### **BUPERSINST 1650.12 Series, Navy Community Service Award**

### **SECNAVINST 1650.1F, Navy and Marine Corps Awards Manual**

This manual contains criteria for awarding the Military Outstanding Volunteer Service Medal for sustained, significant volunteer service.

## Enclosure (2)

# Donating Excess Computer Equipment to Schools and Nonprofit Organizations

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Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century" was signed on April 17, 1996. It streamlines the process for authorizing the transfer of excess and surplus Federal computer equipment to schools and nonprofit organizations.

Before equipment is donated, the command should contact the Commander, Naval Computer and Telecommunications Command, Code N612, 4401 Massachusetts Avenue, NW, Washington, DC 20394-5460 (electronic mail N612@nctcgw.navy.mil). A search will be conducted to ensure there is no need for the equipment within the Department of Defense. Authorization to transfer excess computer equipment to schools or nonprofit organizations is not automatic. The equipment noted as excess is posted on the Automation Resources Management System (ARMS) to allow other military activities to have the opportunity to claim this excess equipment.

A Navy ARMS web site, [www.nctc.navy.mil/ditms/ditms.htm](http://www.nctc.navy.mil/ditms/ditms.htm), has been established to provide convenient access to current information and to furnish procedures tailored for Navy use.

Software is not automatically transferred with the computers. Software manufacturers license users to use their software and is almost never sold outright. Therefore, software is not the Navy's to donate. Software manufacturers may authorize transfer of those licenses from the Navy to schools, but the transfer must be done formally by the software manufacturer.

Currently, Pentium computers may not be donated to schools. They will be redistributed as intra-service assets only.

TEMPEST certified equipment must not be donated to schools or nonprofit organizations. To do so violates the Arms Export Control Act and the Federal Property Management Regulations.

### **Process for Donating Equipment to Schools and Nonprofit Organizations**

**Step 1:** Identify a school that is interested in receiving used computers from the Navy. Schools within Empowerment Zones and Enterprise Communities should receive

preference. Empowerment Zones and Enterprise Communities are identified at [www.hud.gov/cpd/ezec/exbyez.html](http://www.hud.gov/cpd/ezec/exbyez.html). It is recommended that local officials be contacted to assist in prioritizing which schools have the greatest need for the equipment. This helps avoid the appearance of conflict of interest or discrimination.

**Step 2:** Report the excess equipment to the ARMS using the Redistribution Management System (RMS). If the command does not have access to ARMS, contact the Navy ARMS focal point at Naval Computer and Telecommunications Command, Washington, DC, (202) 764-0784, DSN 764-0784. The focal point will forward information on accessing ARMS and reporting excess equipment.

**Step 3:** Include in the comment section the following:

- School (or Nonprofit Organization) Donation
- Name of the School (or Nonprofit Organization)
- Name of the Point of Contact and Phone Number

**Step 4:** Document the Report Number assigned to the excess report.

**Step 5:** Check the excess report using the Track Excess Menu and locate the Department of Defense (DOD) case number which is assigned to the equipment placed in the system. This takes a few days. The DOD case number is not assigned until the excess report is received by the Defense Information Systems Agency (DISA).

**Step 6:** Prepare the DD Form 1149, Transfer Document. Multiple report numbers may be transferred using one DD Form 1149 and an enclosure list.

**Step 7:** Fax the completed DD Form 1149 to DISA at (703) 696-9207 or mail it using the address below:

DISA/CSSW  
Code JEXR  
Attn: Educational Institute Partnership Program  
701 South Courthouse Road  
Arlington, VA 22204-2199

**Step 8:** The equipment may be transferred to the school or nonprofit organization upon receiving authorization from DISA. Authorization generally takes about two weeks after forms are received. Activities transferring equipment should retain a signed copy of the DD Form 1149 for audit purposes.

Direct questions regarding this program to the Naval Computer and Telecommunications Command at (202) 764-0784.

## Enclosure (3)

# Partnerships Between Defense Laboratories and Educational Institutions

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Public Law 101-510, passed on November 5, 1990, provides guidelines on what resources labs can make available to schools, and encourages partnership agreements between defense labs and educational institutions in order to encourage and enhance study in scientific disciplines at all levels of education, particularly among minority students. It reads as follows:

"Under a partnership agreement entered into with an educational institution (defined as local education agencies, colleges, universities, and any other nonprofit institutions that are dedicated to improving science, mathematics, and engineering education), the director of a defense laboratory may provide assistance to the educational institution by:

*There are guidelines on what resources labs can make available to schools, that encourage partnership agreements between defense labs and educational institutions.*

1. Loaning defense laboratory equipment to the institution;
2. Transferring to the institution defense laboratory equipment determined by the director to be surplus;
3. Making laboratory personnel available to teach science courses or to assist in the development of science courses and materials for the institution;
4. Involving faculty and students of the institution in defense laboratory research projects;
5. Cooperating with the institution in developing a program under which students may be given academic credit for work on defense laboratory research projects; and
6. Providing academic and career advice and assistance to students of the institution.

The Secretary of Defense shall ensure that the director of each defense laboratory shall give a priority under this section to entering into an education partnership agreement with one or more historically black colleges and universities and other minority institutions."

The Secretary of Defense shall ensure that, in entering into education partnership agreements under this section, the director of a defense laboratory gives a priority to providing assistance to educational institutions serving women, members of minority

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groups, and other groups of individuals who traditionally are involved in the engineering and science professions in disproportionately low numbers."

**NOTE:** There is no current legislation that similarly addresses the use or transfer of resources from military commands to their Personal Excellence Partnership schools or youth organizations.

## Enclosure (4)

# Standard Property Loan Agreement

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By this agreement, made as of (date) between the United States of America, hereinafter called "the Government," represented by (name/title of Service representative), hereinafter referred to as "the Lender", and (name of Municipality, non-profit organization., etc.), hereinafter referred to as "the Borrower", incorporated and operating under the laws of the State of \_\_\_\_\_ and located at \_\_\_\_\_; and,

Pursuant to (Public Law 80-421 (10 U.S.C. 2572)) the Government hereby loans to the following property: \_\_\_\_\_ for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ with an option for annual renewal.

Whereas the Borrower has applied in writing by letter date \_\_\_\_\_ for the loan of said property, he hereby agrees to accept it on an "as is, where is" basis, to be responsible for all arrangements and to assume and pay all costs, charges and expenses incident to the loan of this property, including the cost of preparation for transportation from (location of property) to (destination), of disassembly, packing, crating, handling, transporting and other actions incidental to the movement of the loaned property to the Borrower's location; and

Whereas the Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times; and,

Whereas the Borrower agrees to use the loaned property in a careful and prudent manner, not, without prior permission of the Lender to modify it in any way which would alter the original form, design or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender, and to display and protect it in accordance with the instructions set forth in attachment \_\_\_\_\_ which are incorporated herewith and made part of this Loan Agreement; and,

Whereas the Borrower agrees to accept physical custody of the property within (period of time), after execution of this agreement, to receipt to the Lender for said property on assuming custody of it, to place it on exhibit within (period of time), and to report annually to the Lender on the condition and location of the property.

Whereas the Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances without the prior written approval of the Lender; and

Whereas the Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's

fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property; and

Whereas the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement; and

Whereas the Borrower agrees to return said property to the Lender on termination of this Loan Agreement or earlier, if it is determined that the property is no longer required, at no expense to the Lender;

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and the attachment(s) thereto shall be sufficient cause of the Lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation and other charges attributable to such repossession.

Executed on behalf of the Lender this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_,  
United States of America

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts delivery of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above.

Executed on behalf of the Borrower this \_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_.  
(Name of Borrower Organization)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_