

§ 623.7

32 CFR Ch. V (7-1-07 Edition)

Property Transaction Record in the amount of \$_____ represent the total claim by the US Army for property loaned to _____. Upon settlement and deposit to the proper account, lender releases the _____ from further obligations.”

(iii) A description of the type and degree of repair (separate addendum).

(3) After the final review, an approved list of charges will be sent to the servicing finance office for collection. The property will be released for repair and returned to stock.

(4) The finance office 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 UCOM Surgeon will ensure the stock fund is reimbursed for expendable medical supply losses reported.

(5) The finance office will advise the loaning accountable property officer that settlement has been made. Property transaction records will be closed.

(6) The approving authority will then return the bond to the borrower.

(7) The value of supplies and equipment returned to the Army will be credited to the account originally debited at the time of issue. FDAA 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 the CONUS Army concerned for proper reimbursement for the borrowed materiel not returned.

(f) *Delinquent and uncollectable accounts.* (1) In cases of unsatisfactory settlement, bond proceeds will be used to satisfy the claim.

(2) If this does not settle the account, then 6 months after the final report and after all collection efforts have failed—

(i) Servicing finance offices will send delinquent “accounts receivable” reports to commanders of CONUS Armies and DARCOM readiness commands, and to CINCs of UCOMs, by forwarding—

(A) Duplicate copies of Standard Form 1080 billing documents showing complete accounting classification to which reimbursement is to be credited.

(B) Duplicate copies of all supporting documents.

(C) One copy of any correspondence showing the reason(s) for nonpayment of the account.

(ii) The CONUS Army Commanding General, CINC of UCOM, or Commanding Generals of DARCOM Materiel Readiness Commands, will also try to collect for these delinquent accounts. If all efforts fail, these accounts, (with any delinquent accounts applicable to billings initiated within their own headquarters) will be sent to the Director of Comptroller Systems, HQDA (DACA-BUS). (Para 1, app B). The letter of transmittal will state that the accounts are transferred according to this regulation. A copy will be sent to the FAO handling the accounts. The FAO will then transfer the account to inactive status. A Standard Form 1017G (Journal Voucher) will be prepared showing a debit to account 3052 (Transfer of Accounts Receivable) and a credit to the proper accounts receivable.

(iii) Appropriations available to the accountable property officer or installation will be used for reimbursing; e.g., the Army Stock Fund or Army Industrial Fund accounts. Any later reimbursements received will be credited to the Army appropriation from which payment was made.

(3) Upon receipt of the accounts included in paragraph (f)(2) of this section, the Comptroller, HQDA (DACA-BUS), will take further collection action under normal operating procedures. All later collection action is the responsibility of the Comptroller. Accounting records and reports will conform with normal procedures. When further collection effort by the Comptroller fails, these accounts will be dropped from receivable balances of the Army. They will be referred to the General Accounting Office (GAO).

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(a) *General.* Reports of Army materiel loaned to non-DOD activities must be forwarded as described below.

(b) *Aircraft piracy.* (1) Commands and agencies providing aircraft piracy support will initially report through command channels by telephone to the HQDA, (DAMO-ODS). (Para 4, app B.)

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Confirmation will be made by electrically transmitted message to HQDA, ATTN: DAMO-ODS. These reports are exempt from reports control under Army Regulation 335-15. Initial reports will include all available details. Following is a guide for content of reports.

- (i) Supporting unit.
 - (ii) Home station of supporting unit.
 - (iii) Support provided and duration of requirement.
 - (iv) Changes, if any, in support requested or duration of requirement as made by the Federal civil official in charge.
 - (v) Additional remarks.
- (2) A final report noting termination of support will be made.

(c) *Civilian rifle clubs and schools.* (1) Each affiliated club and institution (schools) must file an annual report (DA Form 1277, Annual Statistical Report of Civilian Rifle Club) on the anniversary date of the loan with the DCM.

(2) A roster of club members will list each member required to fire annually. It will include the full name, address, and age; the DCM course; score; and the date the member fired for record.

(3) A description of the club's procedures and facilities for safekeeping arms and ammunition will be appended to the roster of club members.

(d) *Civil disturbances.* (1) Requests to meet civil disturbances are of two types:

- (i) Type I—Requests to meet an urgent need during an actual disorder.
- (ii) Type II—Requests in anticipation of an imminent civil disorder.

(2) Approving authorities, other than the Secretary of the Army, will prepare reports (RCS DD-A(AR)1112) on all requests for loan of Army materiel to support civil disturbances. The reports will be sent within 2 working days after receipt of the request. They will be prepared in the format shown in Army Regulation 500-60. They will also serve as "the request" when no other written request is available.

(3) The reports will be sent to the HQDA (DAMO-ODS). When reports are received from unified or specified commands, ODCSOPS will send an information copy to the Joint Chiefs of Staff (JCS) National Military Command Center (NMCC).

(4) The Secretary of the Army will send information copies of civil disorder reports to the DOD General Counsel and the US Deputy Attorney General.

(5) Reports of civil disturbance operation costs (RCS DD-A(AR)1112) also will be prepared as shown in Army Regulation 500-60.

(e) *Disaster assistance.* When Army materiel is loaned in support of disaster assistance, CONUS Army Commanding Generals and UCOM CINCs will send reports as follows:

(1) *Initial reports.* Initial reports will be made by telephone to the Commanding General, FORSCOM (AUTOVON 588-3912), who will, in turn, telephone the report to the Military Support Division, ODCSOPS, AUTOVON 225-2003 or 7045). This will be followed within 12 hours by a Tempest Rapid Materiel Report in message form and sent electrically. The message report will be prepared according to Army Regulation 500-60.

(2) *Daily message reports.* Tempest Rapid Daily Materiel Reports of Army materiel loaned to support disaster relief will also be sent by electrically transmitted message. The reports will cover the 24-hour period from 0601Z to 0600Z. The reports must arrive at the HQDA (DAMO-ODS), no later than 1100Z the same day. Daily reports will be sent according to the format in Army Regulation 500-60 except that part III will not be included. Also, "no change reports" may be made by telephone. On the day of the last daily message report include the words FINAL DAILY REPORT in the subject line.

(3) *Final reports.* In addition to the final Tempest Rapid Daily Materiel Report, a final report on military assistance provided will be sent within 45 working days of termination of disaster assistance. The CONUS Army Commanding General will send the report by 1st Class Mail through the Commanding General, FORSCOM, to the HQDA (DAMO-ODS). The final report will include—

- (i) An historic account of the disaster.
- (ii) Cumulative totals of support given.

(iii) A statement of accomplishments.

(iv) Actual or estimated expenses excluding costs incurred by the Corps of Engineers under Pub. L. 84-99. Costs will be reported by Service by appropriation, using three columns to identify normal costs, incremental costs, and total costs.

(v) The status of reimbursements requested from borrowing Federal agencies, and 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.

(vi) Lessons learned.

(4) *Information copies.* Information copies of all reports will be sent to the proper HUD Regional Directors for FDAA and DCPA Regional Offices.

(5) *Additional information.* Additional information may be needed by Federal officials. Normally, such requests will be telephoned by ODC SOPS Military Support Division to the Commanding General, FORSCOM.

(6) *Pollution spills.* The Commanding General, FORSCOM, will report committal of Army resources to the HQDA (DAMO-ODS), by the fastest means. Daily and final Tempest Rapid Materiel Reports will be sent with "not applicable" shown in paragraphs 8, 9, and 10 of the report.

(f) *Drugs and Narcotics Interdiction Program.* (1) Army staff agencies will submit monthly status reports of actions that support this program. The reports will be as of the last day of June and December, respectively. Reports will be sent to HQDA (DAMO-ODS), 4 working days after the end of the designated months. Reports will summarize all support during the period to include pending or terminated support plus estimated cost of items.

(2) Based on information received in these reports, ODCSOPS will prepare a report of the drug and narcotics interdiction assistance given by the Army. This report will be sent through the Army Chief of Staff to the Secretary of the Army.

(g) *United States Secret Service (USSS).* Army commands and agencies providing materiel support (routine or urgent) to the USSS will report any significant problems or deviation from

the approved request at once. Reports will be telephoned through command channels.

(h) *Other reports.* Active Army accountable property officers will make semiannual reports on open loans. The reports will be prepared as of the last day of July and December. They will be sent by the 15th day of the following month. These reports will include the items on loan, quantity, dollar value, and duration of the loans. The reports will be sent to the approving authority.

APPENDIX A TO PART 623—EXPLANATION OF TERMS

As used in this regulation, the following explanation of terms apply:

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

APPROVING AUTHORITY. The person (or designee) authorized to approve specific types of loans of Army materiel. (See table 2-1 and app B.)

ARMS. Weapons for use in war.

CIVIL AUTHORITIES. Those elected and appointed public officials and employees who govern the 50 States, District of Columbia, Commonwealth of Puerto Rico, US 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. Effect emergency repairs to, or the emergency restoration of, vital utilities and facilities destroyed or damaged by any such attack (JCS Pub 1).

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 (AR 360-61).

DEFENSE CIVIL PREPAREDNESS AGENCY (DCPA). A defense department agency responsible for plans and preparations for civil defense and assistance to local governments in disaster relief planning.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). The Federal department responsible for directing and coordinating Federal assistance for major disasters on behalf of the President.

DOMESTIC ACTION PROGRAM. A program of assistance to local, State, and Federal agencies for the continued improvement and development of society (AR 28-19 and para 4-10, AR 360-61).

EMERGENCY. Any catastrophe in any of the United States which 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.

EXECUTIVE AGENT. That individual or his designee authorized to act as the US Government's agent in making certain loans of government materiel. The President of the United States has delegated to the Secretary of the Army (or to his designee, the Under Secretary of the Army) authority, as Executive Agent, to approve certain loans of DOD materiel to non-DOD activities. (See table 2-1.) Other "approving authorities" act as "Executive Agents" for the US Government, but do not have that title.

FEDERAL AGENCY. Any department, independent establishment, government corporation, or other agency of the executive branch of the Federal Government, except the ANRC.

FEDERAL COORDINATING OFFICER (FCO). The person appointed by the President to operate under the HUD Regional Director for Federal Disaster Assistance Administration to coordinate Federal assistance in Presidentially declared emergency or major disaster.

FEDERAL DISASTER ASSISTANCE ADMINISTRATION (FDAA). The agency within HUD delegated the disaster relief responsibilities previously assigned to the Office of Emergency Preparedness.

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. That property which is owned, leased, possessed, or occupied by the Federal Government.

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

LOCAL GOVERNMENT. Any county, parish, city, village, town, district, Indian tribe or authorized tribal organization, Alaska 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, earth-quake, 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.

OBJECTIVE AREA. A specific geographical location where a civil disturbance or disaster is occurring or is anticipated.

ROUTINE REQUESTS. Requests resulting from situations which 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.

SMALL ARMS. Hand and shoulder weapons for use in war.

SURETY BOND. A bond, including dollar deposit, guaranteeing performance of a contract or obligations.

TERRORIST INCIDENT. A form of civil disturbance which 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, FDAA, 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.

YOUTH GROUPS. Youth groups are groups such as the Boy Scouts of America; 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.

APPENDIX B TO PART 623—APPROVING
AUTHORITY ADDRESSES/TELEPHONE
NUMBERS *

- B-1. HQDA (DACA-BUS), WASH DC 20310, Telephone: AUTOVON 225-6336, WATS 202-695-6336;
- B-2. HQDA (DALO-SMD), WASH DC 20310, Telephone: AUTOVON 227-5960, WATS 202-697-5960;
- B-3. HQDA (DALO-SMW), WASH DC 20310, Telephone: AUTOVON 227-3159, WATS 202-697-3159;
- B-4. HQDA (DAMO-ODS), WASH DC 20310, Telephone: AUTOVON 225-2003, WATS 202-695-2003;
- B-5. HQDA (NGB-ZA), WASH DC 20310, Telephone: AUTOVON 227-2430, WATS 202-697-2430;
- B-6. HQDA (DASG-HCL), WASH DC 20310, Telephone: AUTOVON 227-8286, WATS 202-697-8286;
- B-7. Director, Civilian Marksmanship (SFNB) Room 1E-OM3, West Forrestal Building, 1000 Independence Avenue, SW., Telephone: AUTOVON 223-6460, WATS 202-693-6460;
- B-8. Commander in Chief, US Army, Europe and Seventh Army, APO New York 09403;
- B-9. Commander, First US Army, Fort George G. Meade, MD 20755, Telephone: AUTOVON 923-7500, WATS 301-677-7500;
- B-10. Commander, Fifth US Army, Fort Sam Houston, TX 78234, Telephone: AUTOVON 471-4707, WATS 512-221-4707;
- B-11. Commander, Sixth US Army, Presidio of San Francisco, CA 94129, Telephone: AUTOVON 486-4110, WATS 415-561-4110;
- B-12. Commander, US Army Armament Materiel Readiness Command, ATTN: DRSAR-MMS, Rock Island, IL 61229;
- B-13. Commander, US Army Armament Research and Development Command, Dover, NJ 07801;
- B-14. Commander, US Army Aviation Research and Development Command, PO Box 209, St. Louis, MO 63177;
- B-15. Commander, US Army Communications and Electronics Materiel Readiness Command, Fort Monmouth, NJ 07703;
- B-16. Commander, US Army Communications Research and Development Command, Fort Monmouth, NJ 07703;
- B-17. Commander, US Army Communications Security, Logistics Agency, ATTN: SELCL-NICP-IM, Fort Huachuca, AZ 86513;
- B-18. Commander, US Army Forces Command, Fort McPherson, GA 30330, Telephone: AUTOVON 588-2694, WATS 404-752-2694;
- B-19. Commander, US Army Health Services Command, Fort Sam Houston, TX 78234;
- B-20. HQDA (DAMH-HS), WASH DC 20314;
- B-21. Commander, US Army Military District of Washington, Fort Leslie J. McNair, Washington, DC 20319;
- B-22. Commander, US Army Missile Materiel Readiness Command, Redstone Arsenal, AL 35809;
- B-23. Commander, US Army Missile Research and Development Command, Redstone Arsenal, AL 35809;
- B-24. Commander, US Army Security Assistance Center, ATTN: DRSAC, 5001 Eisenhower Avenue, Alexandria, VA 22333, Telephone: AUTOVON 284-9638, WATS 202-274-9638;
- B-25. Commander, US Army Tank-Automotive Materiel Readiness Command, Warren, MI 48090;
- B-26. Commander, US Army Tank-Automotive Research and Development Command, Warren, MI 48090;
- B-27. Commander, US Army Test and Evaluation Command, Aberdeen Proving Ground, MD 21005;
- B-28. Commander, US Army Training and Doctrine Command, Fort Monroe, VA 23651, Telephone: AUTOVON 680-3112, WATS 804-727-3112;
- B-29. Commander, US Army Troop Support and Aviation, Materiel Readiness Command, 4300 Goodfellow Boulevard, St. Louis, MO 63120.

*Telephone numbers are provided for principal loan approving authorities and agencies responsible for specific loans IAW table 2-1.

APPENDIX C TO PART 623—AGREEMENT FOR LOAN OF US ARMY MATERIEL (DA FORM 4881-R)

APPENDIX C
AGREEMENT FOR LOAN OF US ARMY MATERIEL (DA FORM 4881-R)

<p>AGREEMENT FOR THE LOAN OF US ARMY MATERIEL For use of this form, see AR 700-131; the proponent agency is DCSLOG.</p>
<p><i>NOTE: For loan/lease pursuant to 10 USC 2667, see Army Defense Acquisition Regulation Supplement (ADARS), paragraph 16-553, for prescribed agreement.</i></p>
<p><i>This form will be used to enter into agreements relative to the loan of Army materiel between the United States Army and —</i></p> <p style="text-align: center;"><i>1. Non-DOD Federal departments and agencies. 2. Civil authorities. 3. Civilian activities.</i></p> <p><i>Paragraphs below are applicable to all three cases, as cited above, unless otherwise specified at the beginning of each paragraph.</i></p>
<p>This loan agreement is entered into, by, and between the United States of America, hereinafter called "the lender," represented by (b) _____</p> <p>for the purpose of entering into this agreement; and (a) _____</p> <p>hereinafter called "the borrower," represented by (c) _____</p> <p>for the purpose of entering into this agreement.</p>
<p>1. PURPOSE. Under the authority of (d) _____, the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government materiel, hereinafter called "the materiel," listed and described in Exhibit 1 hereto attached and incorporated by reference into the terms of this agreement, which materiel is required by the borrower for (e) _____</p>
<p>2. TERM. This loan of materiel is intended to meet a temporary need covered by federal law. The borrower will keep the materiel only for the period of (f) _____. Loans may be renewed, if justified, and requested by the borrower and approved by the lender. Nevertheless, the lender may revoke and terminate this agreement and demand return of the materiel in whole or in part at any time.</p>
<p>3. CONDITIONS. This agreement is predicated upon the following conditions:</p> <p>a. The lender will make every effort to ensure that each item of the materiel is furnished to the borrower in a serviceable and usable condition according to its originally intended purpose. However, if the use for which the materiel is loaned will permit, materiel of a lesser condition will be loaned. This lesser condition will be noted on the appropriate loan documents. Nevertheless, the lender makes no warranty or guarantee of fitness of any of the materiel for a particular purpose or use; or warranty of any type whatsoever.</p> <p>b. The borrower will appoint a representative for the purpose of making joint inspection and inventory of all materiel when the borrower physically picks up or returns the borrowed materiel. Upon pickup (or receipt after shipment) of the borrowed materiel, the chief of the borrowing activity (or his authorized representative) will sign the appropriate documents acknowledging receipt and possession of the materiel. Upon return of the materiel to the Army, the borrower will certify that "the quantities listed in the shipping document(s) are correct." In instances where borrower representatives, authorized to receive and sign for borrowed materiel, are not available when the materiel is delivered, all claims for costs related to the loan will be valid.</p> <p>c. The borrower is responsible for care and maintenance of borrowed materiel during the term of the loan. The borrower will provide sufficient personnel and facilities to adequately operate, maintain, protect, and secure the borrowed materiel. The borrower will maintain the materiel in a serviceable condition and ascertain that it is returned to the Army in as good a condition as when it was loaned (fair wear and tear excepted). Records of maintenance performed will be kept and returned to the Army with the borrowed materiel. (NOTE: When appropriate, the borrowing activity will place the materiel in a "properly preserved" status prior to or upon return.)</p> <p>d. The borrower will store, safeguard, and secure high value items, or arms in a manner consistent with common practice, public law, and local ordinances.</p> <p>e. The borrower will prevent misuse of borrowed materiel; or its use by unauthorized persons.</p>

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- f. The borrower will neither make nor permit any modification or alteration of any borrowed materiel except with permission of the approving authority for the loan.
- g. The borrower will not mortgage, pledge, assign, transfer, sublet, or part with possession of any borrowed materiel in any manner to any third party either directly or indirectly except with the prior written approval of the lender.
- h. At all times the lender shall have free access to all loaned materiel for the purpose of inspecting or inventorying it.
- i. The borrower will return borrowed materiel to a location designated by the lender when the materiel is no longer needed; upon termination of the loan period (including any approved extension); or upon demand therefore by the lender. The lender will provide documents to be used by the borrower to return the materiel.
- j. (Applicable to agreements involving the loan of an Army building.) The building will not be moved. Upon termination of its use, the borrowing activity will vacate the premises, remove its own property therefrom, and turn in all Government property.
4. PAYMENT. The borrower will reimburse the lender for expenses incurred in connection with this loan as provided below:
- a. (Applicable to loan agreements with civil authorities — except for FDAA requested disaster assistance — and civilian activities only.) Before delivery of any materiel by the lender, the borrower will post with the approving authority a surety bond and a certified bank check, a cash deposit, US Treasury bonds, or bonding company bond in the amount of the total value of the materiel as shown in Exhibit I. (See paragraphs 2-3a(1) and 2-3a(2), AR 700-131, for exceptions where a "double bond" is required.) The bond, marked Exhibit II, is hereto attached and incorporated by reference into the terms of this agreement.
- b. (Applicable to loan agreements with civil authorities — except for FDAA requested disaster assistance — and civilian activities only.) Should the borrower fail to return any of the borrowed materiel or fail to reimburse the lender within 30 days after receiving a request for payment of expenses, the bond shall be forfeited as liquidated damages in an amount equal to the expense to the Government.
- c. (Applicable to loan agreements with civil authorities — except for FDAA requested disaster assistance — and civilian activities only.) Payment of liquidated damages by forfeiture of any portion of the bond to the Government shall not operate as a sale to the borrower of any of the materiel available to be returned, but not returned to the lender, nor to extinguish the lender's right to have the available missing materiel returned. Should the borrower later return to the lender any of the missing materiel on account of which a portion of the bond was forfeited as liquidated damages, the borrower shall be entitled to recoup from the lender a sum equal to 90 percent of the price of the returned materiel as shown on Exhibit I, less an amount in payment for expenses, if any, computed in accordance with Chapter 6, AR 700-131, and less an amount for depreciation.
- d. (Applicable to loan agreements with civil authorities and civilian activities only.) If the normal life expectancy of borrowed materiel can be determined by reference to applicable military publications, the amount to be assessed for depreciation shall be computed by the straight line method using the price shown on Exhibit I and the date of expiration or termination of this loan as initial points. When normal life expectancy is not established by applicable military publications, the amount for depreciation shall be computed by the same method, applying a uniform depreciation rate of 50 percent per annum.
- e. (Applicable to loan agreements with civil authorities and civilian activities only.) The borrower will assume all responsibility for Army claims arising from the possession, use, or transportation of the borrowed materiel; and, agrees to hold the lender harmless from any such claims and liability. The borrower will protect the interests of the lender by procuring comprehensive insurance for all borrowed materiel to include coverage for liability, property damage, fire, and theft; and deductible collision insurance for motorized vehicles. The borrower will file duplicate copies of such insurance policy(ies) with the lender and prepare accident reports in accordance with existing laws and local ordinances.
- f. The borrower will bear the cost of pickup and return of borrowed materiel; and, will reimburse the lender for costs incurred incident to packing, crating, handling, movement, and transportation of the materiel.
- g. The borrower will reimburse the lender for any expenses necessary to repair, rehabilitate, or preserve the materiel following its return to the lender. (NOTE: Of any borrowed materiel, unless depreciation is significant.)
- h. The borrower will reimburse the lender (as indicated and at the price shown on Exhibit I) for the cost of all of the expendable materiel (including, but not limited to, petroleum, oil, and other lubricants) used or consumed during this loan.
- i. The borrower will reimburse the lender for costs incident to the pay of Army personnel who may be temporarily required to operate, maintain, guard, or otherwise attend to borrowed Army materiel. This includes travel and per diem costs for both Army uniformed and civilian personnel, and regular salary and overtime costs for Army civilians.

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j. The borrower will reimburse the lender for any other expense to the lender arising in connection with the loan of Army materiel.

k. (Applicable to loan agreements with Federal departments and agencies only.) The lender will indicate the specific accounting classification(s) against which any charges as enumerated above will be charged.

5. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress shall be admitted to any share or part of this loan or to any benefit arising in connection with it.

6. **CONTINGENCY FEES.** No person or agency acting for or on behalf of the borrower to solicit or obtain this loan shall be paid any commission, percentage, brokerage, or contingent fee in any way connected with this loan.

7. **DISPUTES.** Any disputes concerning a question or fact arising under this loan agreement which are not mutually disposed of by the lender and the borrower shall be decided by the Secretary of the Army as the Government's Executive Agent, or by his designee.

Done at (g) _____ this _____.

TYPED NAME, GRADE/RANK OF ARMY APPROVING AUTHORITY FOR THE LOAN, OR HIS DESIGNEE	SIGNATURE OF APPROVING AUTHORITY OR HIS DESIGNEE
TYPED NAME OF CHIEF EXECUTIVE OR HIS AUTHORIZED DESIGNEE OF THE BORROWING AGENCY, AUTHORITY, OR ACTIVITY	SIGNATURE OF CHIEF EXECUTIVE OR HIS DESIGNEE

(DA Form 4881-R)

**INSTRUCTIONS FOR PREPARATION OF AGREEMENT
FOR THE LOAN OF US ARMY MATERIEL
(DA FORM 4881-R)**

Note. The lettered blank portions of the loan agreement are to be completed as specified in the following paragraphs with the same letters.

- (a) Enter, as appropriate, the name of the Federal agency; city, county, state, or other civil governmental body; or special activity (e.g., Boy Scouts of America, American Legion) which is borrowing the Army materiel.
- (b) Enter name and title of the Army approving authority for the loan, or his designee.
- (c) Enter name and title of the borrowing activity's chief executive (e.g., John Doe - Secretary of the Treasury, Governor of the State of Iowa, National Commander of the American Legion, etc.) or his authorized (in writing) designee.
- (d) Enter the appropriate authority for the loan from table 2-2, this regulation (e.g., Public Law, US code, DODD).
- (e) State the purpose of the loan (use to which the borrowed materiel will be put); e.g., disaster relief activities in support of the Johnstown, PA, flood; National American Legion Convention at Chicago, IL; etc.
- (f) Enter the calendar period (duration of the loan; e.g., 1 March 1978 to 15 April 1979.)
- (g) Enter location, day, month, and year that the agreement was signed.
- (h) Signature of the Army approving authority for the loan, or his designee.
- (i) Signature of the chief executive, or his authorized (in writing) designee, of the borrowing agency, authority, or activity.

Note 2. Exhibits I and II will be prepared as attachments to the loan agreement.

APPENDIX D TO PART 623—CERTIFICATE FOR SIGNATURE BY AN ALTERNATE (DA FORM 4881-1-R)

APPENDIX D
CERTIFICATE FOR SIGNATURE BY AN ALTERNATE (DA FORM 4881-1-R)

**AGREEMENT FOR THE LOAN OF US ARMY MATERIEL
CERTIFICATE FOR SIGNATURE BY AN ALTERNATE**
For use of this form, see AR 700-131; the proponent agency is DCSLOG.

I, the (a) _____

of the (b) _____ named as the

borrower in this loan agreement, certify that (c) _____

who signed this agreement on behalf of the borrower, was then (d) _____

_____ of (b) _____

and that this loan agreement was duly signed on behalf of (b) _____

_____ by authority of its governing or directing

body and is within the scope of its lawful powers. In witness whereof I have hereunto

affixed my hand and seal of (b) _____

this (e) _____ day of (f) _____, 19 (g) _____

(OFFICIAL SEAL)

(Name and title of certifying officer)

(Signature)

DA FORM 1 MAY 80 4881-1-R

DA Form 4881-1-R

**INSTRUCTIONS FOR FILLING OUT THE CERTIFICATE
FOR SIGNATURE BY AN ALTERNATE
(DA FORM 4881-1-R)**

Note. The above lettered blank portions of the certificate are to be completed as specified in the following paragraphs with the same letters.

(a) Enter the title of the chief officer of the borrowing activity; e.g., Governor, Chief Scout Executive, National Commander American Legion, etc.

(b) Enter the name of the Federal agency, civil authority, or the civilian activity borrowing the materiel.

(c) Enter the name of the person who signed the agreement.

(d) Enter the title of the person who signed the agreement.

(e) Enter the date (e.g., 5th) of the month on which the certificate was signed.

(f) Enter the month (e.g., July) in which the certificate was signed.

(g) Enter the year (e.g., 1978) in which the certificate was signed.

APPENDIX E TO PART 623—SURETY BOND (DA FORM 4881-3-R)

APPENDIX E
SURETY BOND (DA FORM 4881-3-R)

SURETY BOND FOR SAFEKEEPING OF PUBLIC PROPERTY AND GUARANTEEING REIMBURSEMENT TO THE GOVERNMENT FOR EXPENSES INCIDENT TO THE LOAN OF ARMY MATERIEL - EXHIBIT II
For use of this form, see AR 700-131; the proponent agency is DCSLOG.

Know all men by these presents, that the (a) _____,

a (b) _____ having its principal office in the city of (c) _____

and the state of (d) _____, as the obligor, is held and firmly bound into the United States of America in the

penal sum of (e) _____, lawful securities of the United States, payment of which sum, will be made to the United States, without relief from evaluation or appraisal laws, said organization binds itself, its successors and assigns firmly by these presents.

The condition of the above obligation is such, that whereas the (a) _____ is

a (b) _____ to which the Secretary of Defense is authorized to lend such materiel as may be necessary for accommodation of the requirement, subject to the provision that before delivering such materiel he

shall take from the (a) _____ a good and sufficient bond for the safe return of such property in good order and condition and the whole without expense to the United States.

Now, therefore, as to all the property of the United States to be loaned to the (a) _____,

said (a) _____ shall take good care of, safely keep and account for, and shall, when required by the Secretary of Defense or his authorized representative, safely return to Department of the Army all said property

issued and covered by this bond within (f) _____ days from the conclusion of said requirement the whole without expense to the United States, in as good order and in the same condition as that in which the equipment and property existed at the date of delivery, reasonable wear excepted, or upon formal demand make adequate monetary compensation for items lost or damaged as well as for costs of depreciation (Note: "Depreciation" will not be included in bonds related to loans to other Federal agencies.), renovation, or repair of items accomplished at Government repair facilities, and all transportation

provided as set forth and defined in the agreement dated (g) _____ between the United States of America and the

(a) _____.

The above bounded obligor, in order to more fully secure the United States in the payment of the aforementioned sum, hereby pledges as security therefor, in accordance with the provisions of Section 1126 of the Revenue Act of 1926, as amended,

United States of America Treasury bonds, in the principal amount of (e) _____ which are numbered serially, are in the denominations and amounts, are otherwise more particularly described as follows:

United States of America Treasury bonds (h) _____ due (i) _____

Interest on said Treasury bonds shall accrue and be paid to the (a) _____ except and unless there occurs a default as defined herein and said securities are sold and applied to the satisfaction of such default as provided herein. Said Treasury bond(s) (cash or certified check) have/has this day been deposited with the

Finance and Accounting Officer (j) _____ and his receipt taken therefor.

NOTE: If cash or a certified bank check is provided as bond instead of US of America Treasury bonds, the two paragraphs above will be crossed out and the following paragraph will apply.

CONTINUED ON REVERSE

The above bonded obligor, in order to more fully secure the United States in the payment of the aforementioned sum, hereby pledges as security, therefore, in accordance with the provisions of section 1126 of the Revenue Act of 1926, as amended,

cash (cashier's check) in the amount of (e) _____ . Said cash (cashier's check) has this day been deposited with the Finance and Accounting Officer (j) _____ and his receipt taken therefor.

Contemporaneously herewith the undersigned have also executed an irrevocable power of attorney and agreement in favor of the Finance and Accounting Officer, (j) _____, acting for and in behalf of the US Government authorizing and empowering said officer as such attorney to disburse said bond so deposited, or any part thereof, in case of any default in the performance of any of the above named conditions or stipulations.

In Witness Whereof, this bond has been signed, sealed, and delivered by the above named obligor, this (k) _____ day of (l) _____ 19 (m) _____.

(a) _____

(n) _____ SEAL

(o) _____ SEAL

Signed, sealed, and delivered in the presence of:

(p) _____ (q) _____
(Name) (Address)

(p) _____ (q) _____
(Name) (Address)

Before me, the undersigned, a Notary Public within and for the county of (r) _____, in the State of (s) _____, personally appear (t) _____, (n) _____, and for and in behalf of said (a) _____, a (b) _____ acknowledged the execution of the foregoing bond.

Witness my hand and notarial seal this (u) _____ day of (v) _____, 19 (w) _____

Notarial Seal (x) _____
(Notary Public)

My commission expires (y) _____
(Date)

(DA Form 4881-3-R)

DA Form 4881-3-R—continued.

INSTRUCTIONS FOR PREPARATION OF SURETY BOND (DA FORM 4881-3-R)

Note. The lettered blank portions of the surety bond are to be completed as specified in the following paragraphs with the same letters:

- (a) Enter the name of the Federal agency, authority (local governmental body), or special activity which borrowed the Army materiel, or is providing the bond.
- (b) Further identify the borrower by entering here the type of activity that it is; e.g., Federal agency, civil government, corporation (Boy Scouts of America), etc.
- (c) Enter the name of the city.
- (d) Enter the name of the State.
- (e) Enter the amount of the bond.
- (f) Enter the number of days, or period, for which loan of the materiel is authorized.
- (g) Enter the date on which the loan agreement between the borrower and the US Government was signed.
- (h) Enter rate of interest paid on the bonds.
- (i) Enter date on which bonds are due for redemption.
- (j) Enter name of the Army installation (e.g., Fort Hood, TX) or US Army number (e.g., Fifth US Army) at which the servicing Finance and Accounting Office is located.
- (k) Enter date on which bond is signed.
- (l) Enter month in which bond is signed.
- (m) Enter year in which bond is signed.
- (n) Enter title of the borrowing activities' chief executive; e.g., governor, chief scout executive, national commander VFW, etc.
- (o) Enter, if appropriate, the names and title of the comptroller or treasurer of the borrowing activity.
- (p) Enter name of person witnessing signature.
- (q) Enter address of person witnessing signature.
- (r) Enter the name of the county in which the power of attorney is being signed.
- (s) Enter the name of the State in which the Power of Attorney is being signed.
- (t) Enter name of the borrowing activity's chief executive.
- (u) Enter date on which the power of attorney is signed.
- (v) Enter month in which power of attorney is signed.
- (w) Enter year in which power of attorney is signed.
- (x) Signature of Notary Public.
- (y) Enter date that the Notary Public's commission expires.

APPENDIX F TO PART 623—POWER OF ATTORNEY (DA FORM 4881-4-R)

APPENDIX F
POWER OF ATTORNEY (DA FORM 4881-4-R)

POWER OF ATTORNEY (For Transactions Involving Treasury Bonds)
For use of this form, see AR 700-131; the proponent agency is DCSLOG.

Know all men by these presents, that the (a) _____ is a (b) _____
 having its principal office in the city of (c) _____ State of (d) _____, does hereby constitute
 and appoint the finance and accounting officer, (e) _____, acting for and on behalf of the
 (f) _____, and his successors in office, as attorney for said (a) _____,
 or its authorized representatives, for and in the name of said corporation to collect or to sell, assign, and transfer certain US
 Treasury bonds described as follows:
 (g) _____ due (h) _____.

Such Treasury bonds have been deposited by (a) _____, pursuant to authority conferred
 by section 1126 of the Revenue Act of 1926, as amended, and subject to the provisions thereof and of Treasury Department
 Circular No. 154, dated February 8, 1935, as security for the faithful performance of any and all of the conditions or stipulations
 of a certain agreement entered into by (a) _____ with the United States, under date of
 (i) _____ which is hereby made a part hereof as Inclosure 1. The undersigned agrees that, in case of any default
 in performance of any of the conditions and stipulations of such _____ or any part thereof the finance and accounting officer
 (e) _____ may sell, assign, and transfer said Treasury bonds or any part thereof without notice,
 at public or private sale, free from equity of redemption and without appraisal or evaluation, notice of right to redeem being
 waived, and may apply the proceeds of such sale or collection in whole or in part, to the satisfaction of such default. The
 undersigned further agree that the authority herein granted is irrevocable.

And such (a) _____ hereby for itself, its successors and assigns, ratifies and confirms such
 proper action taken within the scope of this power.

In witness whereof, the (a) _____, the (b) _____
 herein above named by its (j) _____ and (k) _____ duly authorized
 to act in the premises, has executed this instrument and caused the seal of the (a) _____
 to be affixed this (l) _____ day of (m) _____, 19 (n) _____.

(a) _____
 By: (o) _____ (Name and title) By: (p) _____ (Name and title (Comptroller))

Before me, the undersigned, a Notary Public within and for the County of (q) _____
 in the State of (r) _____, personally appeared (s) _____, (j) _____,
 and (p) _____, comptroller, and for an on behalf of said (a) _____,
 a (b) _____, acknowledged the execution of the foregoing power of attorney.

Witness my hand and notarial seal this (l) _____ day of (m) _____, 19(n) _____.

Notarial Seal (t) _____
 (Notary Public)

DA FORM 4881-4-R

DA Form 4881-4-R

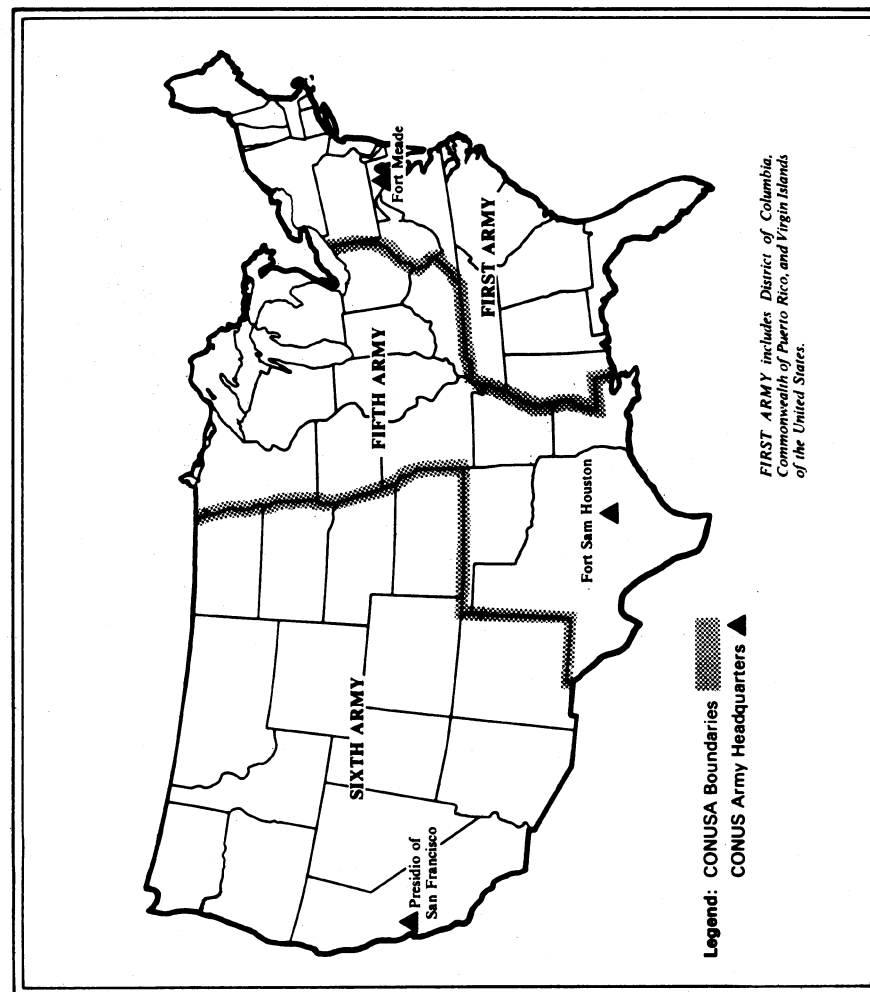
INSTRUCTIONS FOR PREPARATION OF DA Form 4881-4-R

Note. The above lettered blank portions of the sample power of attorney are to be completed as specified in the following paragraphs with the same letters:

- (a) Enter the name of the Federal agency, authority, (local governmental body), or special activity which borrowed the Army materiel.
- (b) Further identify the borrower by entering here the type of activity that it is; i.e., Federal agency, civil government, corporation (Boy Scouts of America), etc.
- (c) Enter the name of the city.
- (d) Enter the name of the state.
- (e) Enter the name of the Army installation handling the account.
- (f) Enter the name and rank of the commanding officer of the Army installation handling the account.
- (g) Describe the US Treasury bonds that have been posted as bond to include type, serial numbers, and interest rates if applicable.
- (h) Enter date on which payment of the Treasury bonds becomes due if applicable. If it is not applicable enter "NA."
- (i) Enter the date on which the agreement between the borrower and the US Government was signed.
- (j) Enter title of the borrowing activities' chief executive; e.g., governor, chief scout executive, national commander VFW, etc.
- (k) Enter here, "Comptroller," "Treasurer," etc. as appropriate.
- (l) Enter date on which the Power of Attorney is signed.
- (m) Enter month in which power of attorney is signed.
- (n) Enter year in which power of attorney is signed.
- (o) Enter name and title of chief executive of borrowing activity.
- (p) Enter, if appropriate, the names and title of the comptroller or treasurer of the borrowing activity.
- (q) Enter the name of the county in which the power of attorney is being signed.
- (r) Enter the name of the State in which the Power of Attorney is being signed.
- (s) Enter the name of the chief executive of the borrowing activity.
- (t) Signature of the Notary Public.

APPENDIX G TO PART 623—CONTINENTAL US ARMY BOUNDARIES

**APPENDIX G
CONTINENTAL US ARMY BOUNDARIES**



APPENDIX H TO PART 623—REFERENCES

- AR 1-4 Deployment of DA Resources in Support of the US Secret Service.
- AR 15-17 Army Representation on Office of Preparedness; General Service Administration (OP/GSA) Regional Field Boards in Crisis Management Operations.
- AR 28-19 Department of the Army Domestic Action Program.
- AR 34-1 United States Army Participation in International Military Rationalization/Standardization/Interoperability (RSI) Programs.
- AR 37-27 Accounting Policy and Procedures for Intragovernment, Intradefense; and Intra-Army Transactions.
- AR 37-44 Accounting Procedures for Guaranteed Loans.

AR 37-48 Accounting and Reporting for Materiel, Services, and Facilities Furnished Allied Governments and International Organizations Under Emergency or Combat Conditions.

AR 37-60 Pricing for Materiel and Services.

AR 37-111 Working Capital Funds—Army Stock Fund; Uniform Policies, Principles, and Procedures Governing Army Stock Fund Operations.

AR 58-1 Management acquisition and use of administration use motor vehicles.

AR 130-44 Logistical Policies for Support.

AR 190-11 Physical Security of Weapons, Ammunition, and Explosives.

AR 190-49 Physical Security of Arms, Ammunition, and Explosives In-Transit.

AR 210-55 Funding Support for Morale, Welfare and Recreational Programs, and Facilities.

AR 230-1 The Nonappropriated Fund System.

AR 350-7 Training and Evaluation of Forces for Civil Disturbances.

AR 360-61 Army Information—Community Relations.

AR 500-1 Aircraft Piracy Emergencies.

AR 500-2 Search and Rescue (SAR) Operations.

AR 500-50 Civil Disturbances.

AR 500-60 Disaster Relief.

AR 500-70 Military Support of Civil Defense.

AR 525-90 Wartime Search and Rescue (SAR) Procedures.

AR 700-32 Logistic Support of US Non-governmental, Nonmilitary Agencies, and Individuals in Oversea Military Commands.

AR 700-49 Loan of DSA Stock Fund Materiel.

AR 700-83 Army Support of United Seamen's Service.

AR 710-1 Centralized Inventory Management of the Army Supply System.

AR 710-2 Materiel Management for Using Units, Support Units, and Installations.

AR 725-1 Requisition and Issue of Supplies and Equipment—Special Authorization and Procedures for Issues, Sales, and Loans.

AR 725-50 Requisitioning, Receipt, and Issue System.

AR 735-5 Property Accountability—General Principles, Policies, and Basic Procedures.

AR 735-11 Accounting for Lost, Damaged, and Destroyed Property.

AR 795-25 Policies, Responsibilities, and Principles for Supply Support Arrangements.

AR 795-204 Policies and Procedures for Furnishing Defense Articles and Services on a Sale or Loan Basis.

AR 870-15 Historical Activities, Army Art Collection.

AR 870-20 Historical Activities, Historical Properties and Museums.

AR 920-15 National Board for the Promotion of Rifle Practice and Office of Director of Civilian Marksmanship.

AR 920-20 Civilian Marksmanship—Promotion of Practice with Rifled Arms.

AR 920-25 Rifles M14M and M14N for Civilian Marksmanship Use.

AR 930-5 Service Organizations—American National Red Cross Service Program and Army Utilization.

FM 20-150 Combatives.

MOU, 25 Apr 75, between DOD and Department of Agriculture and the Interior.

MOU, 24 Jun 75, between DOD and the American National Red Cross for Military Support.

PART 625—SURFACE TRANSPORTATION—ADMINISTRATIVE VEHICLE MANAGEMENT

Sec.

625.1 Purpose.

625.2 Applicability.

625.3 References.

625.4 OCE policy.

625.5 General.

APPENDIX A TO PART 625—DEPENDENT TRAVEL WAIVER OF LIABILITY

AUTHORITY: Comptroller General Decision, B-190440, 20 January 1978.

SOURCE: 44 FR 63099, Nov. 2, 1979, unless otherwise noted.

§ 625.1 Purpose.

This regulation provides guidance, and authorizes dependents to accompany a Corps employee on Temporary Duty (TDY) in a Government-owned or leased motor vehicle.

§ 625.2 Applicability.

This regulation is applicable to all field operating agencies authorized to operate or lease Administrative Use Motor Vehicles.

§ 625.3 References.

- (a) Title 31, U.S. Code, section 638.
- (b) Comptroller General Decision, 25 Comp. Gen. 844(1946) B-57732.
- (c) Comptroller General Decision, 54 Comp. Gen. 855(1975) B-178342.
- (d) Comptroller General Decision, B-190440, 20 January 1978.
- (e) DOD Regulation 4500.36-R June 1977.