

**12 JANUARY 2016**



**Law**

**MANAGEMENT OF GIFTS AND GRANTS  
OF TANGIBLE PROPERTY**

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(Lt Col Craig Keyes)

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This instruction implements Air Force Policy Directive 51-6, *Civil Law for Organizational Activities*. This instruction established the procedures for the receiving, processing, accounting and management of financial grants and gifts of tangible property or education and training events which are designated for use in the 59th Medical Wing (MDW). This instruction is applicable to all personnel assigned or attached to the 59 MDW. This instruction does not apply to the Air National Guard or Air Force Reserve. Refer recommended changes and questions about this publication to the Office of Primary Responsibility using the AF Form 847, *Recommendation for Change of Publication*. Ensure that all records created as a result of processes prescribed in this publication are maintained IAW Air Force Manual 33-363, *Management of Records*, and disposed of IAW Air Force Records Information Management System Records Disposition Schedule.

**SUMMARY OF CHANGES**

This publication has been revised. This rewrite of 59 MDWI 51- 601 includes updated office symbols and Proffer package requirements.

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## **1. Responsibilities**

### 1.1. 59 MDW Personnel.

1.1.1. Shall NOT solicit gifts or grants of money or property from private individuals, private or commercial enterprises, non-profit organizations, or non-federal entities. Responding to an announcement or invitation to apply for resources which is open to DoD members (e.g. submitting a formal competitive research grant application) is not solicitation and is authorized.

1.1.2. Must NOT personally accept funds or gifts of tangible property except as approved by 59 MDW/CC or 59 MDW/CV for travel related items.

1.1.3. Must NOT accept gratuities (e.g., free meals) while attending education and training events on official temporary duty (TDY) unless that meal is reflected on TDY orders as part of registration or per diem and NOT claimed on travel voucher.

1.1.4. Must refer all proffers of gifts packages and letters to the 59 MDW Resource Management Office (building 4550, 59 MDW/SGARB) to process for legal and command review and approval.

1.1.5. Principal Investigators (PI), Clinical Research Department, will internally monitor and track the status of proffered services and/or supplies. For regulatory compliance, all PIs are required to file a research protocol with the Clinical Research Division that includes an annual progress report as well as a status of proffered services and/or supplies.

1.1.5.1. Monthly, PIs shall provide to 59 MDW/SGARB the accounting data from the annual progress reports for (1) activities of administrative and technical personnel whose services were proffered in support of clinical investigations and (2) the use of legally proffered gifts or grants of tangible property.

1.1.5.2. PIs must meet all requirements for processing gifts and grants at the 59 MDW.

1.2. Base Legal Office. Reviews all travel gifts and grants for individuals.

1.3. Medical Legal Office. Reviews all supply, equipment, and software gifts and grants for the use and/or benefit of a particular group, or agency of the Government (Air Force).

1.4. 59 MDSS/Medical Information Systems Flight.

1.4.1. Review and coordinate on all gifts containing communications or computer software or hardware, and when necessary, provide comments to ensure interoperability between existing or planned 59 MDW systems or communications architectures.

1.4.2. Install or assist in the installation of all systems or communications equipment received from Medical Logistics.

1.4.3. Maintain a complete record file on all proffered systems or communications equipment.

1.5. 59 MLRS/SGSKM/Medical Logistics.

1.5.1. Coordinate on all gifts related to supplies or equipment.

1.5.2. Serve as the point of receipt for all proffered supply and equipment (including communications and computer software or hardware) items after being notified by 59 MDW/SGARB that the proffers have been accepted by the 59 MDW Commander.

1.5.3. Ensure 59 MLRS/SGSKM has indexed all equipment items; forward all systems equipment to Medical Information Systems.

1.5.4. Maintain a complete record file on all gifts of supplies and equipment proffered to 59 MDW except for the systems items whose records will be maintained by the Medical Information Systems Flight.

1.6. 59 MDW/SGARB/Resource Management Office.

1.6.1. Serve as the central coordinating office for all gifts proffered to the 59 MDW. **Prior to legal approval**, 59 MDW/SGARB will prepare all necessary support documentation and staff each gift proffer through the appropriate offices prior to acceptance. This includes: education and training for educational proffers pertaining to residents, fellows, or staff personnel; Medical Information Systems Flight for systems equipment proffers; Medical Logistics for equipment and supply proffers; and other squadron or flights if needed.

1.6.2. Notify Medical Logistics of the acceptance or non-acceptance. If accepted, provide civilian agency additional information based on item proffered (e.g., mailing address for purchases). Notify appropriate offices in 59 MDW.

1.6.3. Maintain files and database of all gifts. Prepare semi-annual report of all outside sources for TDY to HQ USAF/JAG, in accordance with Title 31, United States Code, Section 1353, *Acceptance of Travel and Related Expenses from Non-Federal Sources*.

1.6.4. 59 MDW/SGARB will be responsible for the deposit of funds into the Trust Fund Receipt Account. Defense Finance and Accounting Service (DFAS) will establish budget authorizations and allocate funds to HQ AETC/FM.

## 2. Procedures

2.1. Classification of Gifts of Travel Offered by Non-Federal Source:

2.1.1. In-Kind – The Non-Federal Source, donor or vendor, provides prepaid airfare, lodging, etc. for use by the traveler.

2.1.2. Funds – The Non-Federal Source provides a check to 59 MDW equal to the estimated travel costs associated with the travel requirement.

2.2. Procedures for submitting Gifts of Travel Offered by Non-Federal Source:

2.2.1. When processing a gift offering **“in-kind” must be to 59 MDW/SGARB 30 days prior to travel to ensure enough time for proper coordination.** Coordination includes group routing (package approval can be by either the group commander for staff physicians or graduate medical education (GME) designee for fellows/residents, legal brief preparation and coordination, and ultimately Vice Commander’s approval/disapproval.

2.2.1.1. The approved or disapproved package will be returned to the 59 MDW/SGARB for dissemination to the program coordinator, staff physician or traveler.

2.2.1.2. If the gift proffer has been approved, a travel authorization will be processed in the Defense Travel System (DTS) along with an attached copy of the routed transmittal form, approval letter signed by the Vice Commander, and the proffer letter from the donor.

2.2.1.3. All “in-kind” authorizations will have no monies associated with the travel. This is considered a “no-pay” authorization. Member will select “duty days no per diem” in the per diem entitlements section of the authorization; this will zero out all costs for this requirement.

2.2.1.4. The program coordinator, staff physician or traveler will select the “gift program” routing lists for any gift and grants packages for approval in DTS. Upon the members return, a “no-pay” voucher will be established by the traveler, signed and approved to close out the settlement.

2.2.2. When processing a gift proffer offering **“funds” and or “in-kind” must be to 59 MDW/SGARB 60 days prior to travel/receipt to ensure enough time for proper coordination.** This includes: submittal of the check along with the proffer letter from the donor, group routing (package approval by either the group commander for travelers or GME designee for fellows/residents) legal brief preparation and coordination, approval/disapproval by the Vice Commander, and check deposit and allocation of funds from HQ AETC/FM.

2.2.2.1. Once the legal brief is complete and submitted to the Vice Commander for approval, it will be for both “in-kind” and “funds” portion of the proffer. After approval is granted, a travel authorization will be processed in DTS to include as attachments the routed transmittal form, approval letter signed by the Vice Commander, and proffer letter from the donor.

2.2.2.2. The member or program coordinator will only include the “funds” portion of the gift on the travel authorization in DTS. The “gift program” routing list will be a selection to route the package to 59 MDW/SGARB for approval.

2.2.2.3. Upon the member’s return a voucher will be filed with receipts of the associated costs for the trip. Once the member has filed the voucher and it has been approved, 59 MDW/SGARB will review the amount of the check submitted for the

“funds” portion of the requirement for a possible reimbursement of residual funds due back to the donor.

2.2.2.4. A Standard Form (SF) 1047, *Public Voucher for Refunds*, will be processed by the 59 MDW/SGARB Gift & Grant Program Coordinator to include donor’s name, address, Tax Identification number and DUNS/CAGE CODE (if on a recurring basis).

2.3. Proffer packages should include the following as a minimum:

2.3.1. Proffer letter must be on appropriate company letterhead and include a certification statement, donor or vendor’s signature block, address, phone number, e-mail address, and must be signed and dated by the company representative (See Attachment 2).

2.3.1.1. Approved AF Form 988, *Leave Request/Authorization* or internal leave form, if applicable.

2.3.1.2. Non-Federal travel memorandum.

2.3.1.3. Organization benefit memorandum.

2.3.1.4. Supporting documentation (agenda, brochures, etc).

2.3.1.5. Must complete both the Proffer Letter and Staff Traveler checklists and submit with proffer package (see Attachments 7).

2.3.1.6. Member is required to provide 59 MDW/SGARB with completed documents that have been routed and signed by all required parties.

2.3.1.7. If the proffer package does not meet all necessary requirements, the proffer package will be returned with an official memorandum stating specifically why the package could not be processed (See Attachment 3).

2.3.1.8. If the proffer package is not received 30 days in advance for in-kind gifts or 60 days in advance for “funds” or combination gifts, GME Chief or group designee approval will be required to process the delinquent proffer package.

2.3.1.9. If the donor is an Internal Revenue Code (IRC) 501(c)(3) not for profit organization, written verification of IRC 501(c)(3) status from the donor is mandatory.

2.3.2. Program Coordinator/Resident/Fellow–Ensure GME budget office coordination for supplemental funding of gift and grant travel packages.

2.3.3. When creating the travel authorization in DTS please attach the approved grant transmittal, acceptance letter, and proffer letter as the substantiating records in DTS.

2.3.4. If the gift is approved “in-kind”, the travel authorization in DTS should reflect a *No Pay* authorization. As a *No Pay* voucher must be filed to close out the settlement.

2.3.5. If the gift is approved as “funds”, the travel authorization in DTS should reflect all approved expenses. A voucher must be filed with all pertinent receipts to close out the settlement. If claiming the expense, a receipt must be attached to the voucher. Group coordination is required for supplemental “funds” (Non-Resident/Fellow).

- 2.3.5.1. The Gift & Grant Coordinator deposits funds received as gifts or proceeds from the sale or investment of these gifts into Account 578928. Do not deposit gifts in this account until the offer has been accepted (See AFI 51-601, *Gifts to the Department of the Air Force*, paragraph 3.17.4.4).
- 2.3.5.2. Officials authorized to accept gifts will direct the 59 MDW/SGARB Gift & Grant Program Coordinator to deposit gift “funds” to the Trust Fund Receipt Account 578928 and forward a copy of DD Form 1131, *Cash Collection Voucher*, or SF 1081, *Voucher and Schedule of Withdrawals and Credits* to DFAS-DE/ADRA with a request for issuance of Allocation/Authority documents. DFAS-DE/ADRA will issue a Budget Authorization/Allocation document to the Major Command under appropriation 578928 “funds” cannot be spent until Budget Authorization/Allocation documents have been received and recorded (AFI 51-601, paragraph 3.17.4.1).
- 2.3.6. If the gift is approved “in-kind” and “funds”, approved expenses must be added to the authorization. Only the approved expenses can be claimed on the voucher to close out the settlement. Group coordination is required for supplemental funds (Non-Resident/Fellow).
- 2.3.6.1. If the gift is “funds” and actual travel and subsistence expenses are less than the approved expense, the difference between the actual expenses and the payment from the Non-Federal Source will be reimbursed to the Non-Federal agency immediately upon completion of the DTS voucher.
- 2.3.6.2. If the gift is “funds” and actual travel and subsistence expenses are more than the approved expense, the difference between the actual expenses and the payment from the Non-Federal Source will be paid from the traveler’s respective group account.
- 2.3.6.3. 59 MDW/SGARB maintains a zero account balance for “funds” received from Non-Federal agencies.
- 2.4. Gifts of Food or Beverages from Vendors and Other Commercial Activities.
- 2.4.1. Commercial vendors/representatives and others seeking business with the 59 MDW will not provide gifts of food or beverages at 59 MDW facilities (Per 59 MDWI 23-102, *Policies for Commercial Vendors and Representatives*).
- 2.5. Gifts other than travel (supplies, equipment, or technical support).
- 2.5.1. Member is required to provide 59 MDW/SGARB with a completed “Offer of Gift of the Use of Equipment and/or Supplies” that has been routed and accepted by all required parties including the 59 MDW/CC (See Attachment 4).
- 2.5.2. Member is required to provide 59 MDW/SGARB with all offers from the donor on company letterhead (See Attachment 5). The letter must be addressed to the current 59 MDW/CC and include the company representative’s signature block, a description of what is being offered, the total value of the support, the department in receipt of the gift, and a certification statement in conformance with Title 10, United States Code, Section 2601, *General Gift Funds*.

2.5.3. Member submitting the gift package is required to provide 59 MDW/SGARB with a completed "Checklist for Gift of Equipment to 59th Medical Wing" upon submission of supplies, equipment, or technical support gift package (See Attachment 7).

2.5.4. A legally accepted Memorandum of Understanding is required for services of technical support. Offer and all supporting documents are provided to 59 MDW/SGARB within 60 days of the date of the proffer letter. Once support is accepted, the individual's supervisor is responsible for ensuring individual has all required documents, training, etc.

2.5.5. Gifts of supplies, equipment, or technical support provided through the Henry M. Jackson Foundation do not require internal coordination through 59 MDW/SGARB.

2.6. Deposit of funds from Non-Federal Source when gift is "funds" (food, taxi, registration, etc). IAW AFI 51-601, paragraph 3.16.4.2, the Non-Federal Source must submit a check to 59 MDW and DSSN 3801 for the amount of the "funds" portion of the gift or grant letter.

2.6.1. In all instances, 59 MDW/SGARB will review the data from the donor and member. If documents are in order, 59 MDW/SGARB will provide the 59 MDW Commander or Vice Commander an acceptance letter, brief description of the gift, and gifts and grants coordination sheets. The documents are then routed for proper coordination and signature. 59 MDW/SGARB will then deposit the check into the gift fund (Fund Code 75).

2.6.2. When the gift is accepted by the 59 MDW Commander or Vice Commander, 59 MDW/SGARB will notify the appropriate point of contact in the 59 MDW and the proffering agency. At End of Month, 59 MDW/SGARB will process the DFAS letters upon receipt of payment. DFAS will review and initiate a Funding Authorization Document, which will be forwarded to 59 MDW/SGARB for distribution. 59 MDW/SGARB now has authority to execute funds received.

MICHAEL W. GLASS, Colonel, USAF, MSC  
Administrator, 59th Medical Wing

## Attachment 1

## GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

***References***

AFPD 51-6, *Civil Law for Organizational Activities*, 18 October 1993

AFI 51-601, *Gifts to the Department of the Air Force*, 26 November 2003

DODR 7000.14V, *DOD Financial Management Regulations; and the Joint Travel Regulation*, April 2001

59MDWI 23-102, *Policies for Commercial Vendors and Representatives*, 5 February 2014

Title 10, United States Code, Section 2601, *General Gift Funds*, 07 January 2011

Title 31, United States Code, Section 1353, *Acceptance of Travel and Related Expenses from Non-Federal Sources*, 1 February 2010

***Adopted Forms***

AF Form 847, *Recommendation for Change of Publication*

AF Form 988, *Leave Request/Authorization*

DD Form 1131, *Cash Collection Voucher*

SF 1047, *Public Voucher for Refunds*

SF 1081, *Voucher and Schedule of Withdrawals and Credits*

***Abbreviations and Acronyms***

**DFAS**—Defense Finance and Accounting Service

**DTS**—Defense Travel System

**GME**—Graduate Medical Education

**IAW**—In Accordance With

**IRC**—Internal Revenue Code

**MDW**—Medical Wing

**PI**—Principal Investigator

**SF**—Standard Form

**SGARB**—Resource Management/Budget Office

**TDY**—Temporary Duty

***Terms***

**Gift**—Contribution, donation, bequest, or devise of real property, tangible, or intangible personal property. A gift is the voluntary, non-reciprocal transfer of money or property from a donor to an institution. The donor may be an individual, a corporation or a non-profit organization. The donor does not expect anything of value in return other than recognition and does not have

control over expenditure. A gift may meet the interests of the donor and can be restricted or unrestricted. A restricted gift is a contribution designated for a specific purpose, program or project. If the donor does not specify any restrictions, the gift is unrestricted and the institution allocates the funds at its own discretion.

**Gift to the Department of the Air Force**—A gift offered to the United States, or to the Secretary of the Air Force acting on behalf of the United States.

**Gift of Services**—Performance of work or labor on behalf of the Air Force with no expectation of payment.

**Gift of Travel—Funds**—The donor may pay the government in advance for all, part, or none of the travel costs. If the donor does not pay for the entire cost of the travel up front, it asks the government to pay the remaining costs before the travel occurs. When the member comes back to settle the travel voucher, the donor refunds the government whatever remaining amount it previously agreed to pay, up to the total government-paid cost of the travel.

**Gift of Travel—In-Kind**—The donor or vendor pays directly for one or more confirmed travel related costs (examples: lodging, ticketed travel, meals). Traveler will not be reimbursed for in-kind gifts of travel. If an in-kind gift does not fully provide for the travel, it may be supplemented with a gift of funds, government funds, or some combination of these, up to the total cost of the travel.

**Grant**—Is the transfer of money or property from a sponsor to an institution that may require performance of specific duties such as research, budget reports, progress reports, and return of unused funds (examples: sponsored program funding or awards).

Attachment 2

SAMPLE PROFFER LETTER

Figure 2.1. Sample Proffer Letter.

COMPANY LETTERHEAD OR LOGO

59 MDW/CV
59th Medical Wing
2200 Bergquist Drive Suite 1
JBASA-Lackland TX 78236-5300

Dear (CURRENT CV)
(NAME OF ORGANIZATION), wishes to offer, to the United States of America, the following:

Table with 3 columns: Description, In-Kind, Funds. Rows include LODGING, AIRFARE, MEALS, REGISTRATION, GROUND TRANSPORTATION, and a total value row.

The (COMPANY NAME), acting by and through (NAME OF REPRESENTATIVE), (POSITION TITLE), does hereby voluntarily give, transfer, convey and assign said gift, free and clear of all encumbrances, to the Secretary of the Air Force, acting on behalf of the United States of America, to have and to hold the same forever, hereby relinquishing for itself, its successors and assigns all ownership, rights, title, and interest up to \$( ) for use by (NAME OF RECIPIENT), USAF, (DEPARTMENT), 59th Medical Wing, JBASA-Lackland AFB, TX, to attend (COURSE NAME), being held at (LOCATION), (DATES), or for any other purpose in any other institution or organization under the jurisdiction of the Department of the Air Force in conformance with Title 31 USC § 1353. If the donor is an Internal Revenue Code (IRC) 501(c)(3) not for profit organization, written verification of IRC 501(c)(3) status from the donor is mandatory.

Enclosed is a check in the amount of \$( ). As per Air Force Instruction 51-601, Section 3.17.4.5., donor hereby instructs that the unused gift balance is to be refunded to the donor via check payable to (COMPANY NAME).

Mail payment to:
(COMPANY NAME)
(ATTENTION)
(ADDRESS)
(ADDRESS)
Sincerely,

(SIGNATURE REQUIRED)
(NAME OF REPRESENTATIVE)
(ADDRESS)
(PHONE NUMBER)

Attachment 3

SAMPLE RETURNED PROFFER LETTER

Figure A3.1. Sample Returned Proffer Letter.

MEMORANDUM FOR (NAME OF ORGANIZATION OR TRAVELER)  
ATTN: (POC)  
(ADDRESS)  
(ADDRESS)

FROM: 59 MDW/SGARB  
2200 Bergquist Drive Suite 1  
JBSA-Lackland TX 78236

SUBJECT: Returned Proffer Package for (NAME OF ATTENDEE), for Attendance at (NAME OF EVENT)

1. We are in receipt of your proffer letter and offering to fund (NAME OF ATTENDEE) to attend the (NAME OF EVENT) on (DATE).
2. Unfortunately, we will not be able to move forward with the processing of the proffer package for the following reasons:
  - (JUSTIFICATION 1)
  - (JUSTIFICATION 2)
3. Please make the required proffer letter changes and return to 59 MDW/SGARB.

Name, Rank  
Gift and Grant Program Coordinator

Attachment:  
Proffer Letter Checklist

**Attachment 4**

**SAMPLE LETTER OFFER OF GIFT OF THE USE OF EQUIPMENT AND/OR SUPPLIES**

**Figure A4.1. Sample Offer of Gift of the Use of Equipment or Supplies Letter.**

The \_\_\_\_\_ Corporation (hereafter, "Corporation"), acting by and through \_\_\_\_\_, Company Representative (who certifies he/she has authority to make this offer), hereby voluntarily makes a CONDITIONAL OFFER OF GIFT to give, transfer, convey and assign the rights to POSSESSION and USE of the below described Medical Equipment and/or Supplies (hereafter "Item(s)"), free and clear of all encumbrances, for a limited period of time commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, to Wilford Hall Ambulatory Surgical Center, 59th Medical Wing (hereafter "59 MDW"), acting on behalf of the Secretary of the Air Force and the United States Air Force (hereafter "Air Force").

The offer of gift is CONDITIONED upon return of the Item(s), and the rights to possess and use said Items(s), to Corporation at the expiration of the time period specified above. Corporation is relinquishing *only* the rights to POSSESS and USE the equipment and no other ownership or title rights and interests. Corporation also offers as part of its gift to 59 MDW and the Air Force a royalty-free license to the extent necessary under any patent for the duration of the offer. At the expiration of the time period stated above, the rights to POSSESS and USE the Item(s) reverts to Corporation, so that Corporation regains all ownership rights, title, interest, possession and use whatsoever. Corporation specifically does not authorize the disposition of the Item(s) and use of the proceeds by 59 MDW and the Air Force.

The Item(s) are described as follows:

Item: \_\_\_\_\_ Serial Number: \_\_\_\_\_  
 Item: \_\_\_\_\_ Serial Number: \_\_\_\_\_

The total value of said CONDITIONAL OFFER OF GIFT is \$ \_\_\_\_\_.

Insert the total value of the use of *all* offered Item(s). Suggested methods of calculating the value for each item include using the daily rental value, if applicable, or the following formula:

$$\frac{\text{Total Value}}{\text{Total Lifespan In Days}} = \text{Daily Value} \times \frac{\text{Number of Days To be Used}}{\text{of Item}} = \text{Value of Use}$$

Corporation and its Representative understand and acknowledge that 59 MDW does not intend to purchase said Item(s), and that its acceptance of the offer to POSSESS and USE said Item(s) does not amount to a product evaluation. Corporation hereby acknowledges that this offer does not entail, nor will result in, the granting by 59 MDW or the Air Force of special concessions or privileges to Corporation. The value of this offer will not be charged, directly or indirectly, as an element of cost or price in any present or future government contract. Corporation's offer of gift is made and accepted under 10 USC § 2601, and is for the benefit of, or use in, operations or training conducted by 59 MDW, or for any other use not inconsistent with the Item(s) intended purpose and use, and design.

Corporation acknowledges that this offer can only be accepted on a no-cost basis to 59 MDW and the Air Force. Corporation bears all expenses for transportation, installation, removal, and repair parts. Corporation is responsible for scheduled and unscheduled maintenance of said Item(s). 59 MDW's acceptance of Corporation's offer is not to be construed as an endorsement of the Item(s) or Corporation, and may not be used by Corporation for any promotional or marketing purpose.

Corporation acknowledges that 59 MDW and the Air Force cannot and will not be responsible for loss of, or damage to, the Item(s) *before* the Item(s) is/are officially accepted by the Commander, 59 MDW, or his/her designee. Acceptance is defined as signature by the Commander, 59 MDW. For loss or damage *after* acceptance, Corporation acknowledges that it must file a claim with the United States Air Force.

Nothing in this document, nor any representations by 59 MDW personnel, is to be construed as a final determination that any such claim is, or would be, payable: only an Air Force Claims Officer has such authority.

Corporation will indemnify, save harmless, and forever defend 59 MDW and the Air Force from and against any and all claims, actions, debts, liabilities and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to the property of, or injuries to, or death of any and all persons whatsoever, in any manner *caused by or attributed to Corporation, its representatives, agents, servants, or employees while in, on or about the facilities of 59 MDW, or attributed to the failure or malfunction of the property provided by Corporation.*

On the terms described above, and acknowledging and agreeing to the restrictions above, Corporation, by and through its authorized Representative, does hereby make the above CONDITIONAL OFFER OF GIFT of the POSSESSION and USE of the above described Item(s).

_____ Authorized Corporation Representative <b>ACCEPTANCE OF OFFER OF GIFT OF THE USE OF EQUIPMENT AND/OR SUPPLIES</b>	_____ Date
_____ Commander of Using Activity	_____ Date
_____ Chief of the Medical Staff Representative	_____ Date
_____ Medical Logistics/Facilities Representative	_____ Date
_____ ADBB Representative	_____ Date
_____ Medical Law Representative	_____ Date
_____ Medical Maintenance Representative	_____ Date

BY AUTHORITY OF THE SECRETARY OF THE AIR FORCE, I *officially accept* the above conditional offer of a gift of the possession and use of the above described Item(s), which is/are hereby officially received, pursuant to 10 USC § 2601.

_____ Commander, 59th Medical Wing	_____ Date
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## Attachment 5

## SAMPLE EQUIPMENT LETTER

Figure A5.1. Sample Equipment Letter.

59 MDW/CC  
59th Medical Wing  
2200 Bergquist Drive Suite 1  
JBSA-Lackland TX 78236-5300

Dear (CURRENT CC)

(NAME OF ORGANIZATION), wishes to offer, to the United States of America, the following:  
(DESCRIPTION OF WHAT IS BEING OFFERED)

The total value of this support is \$

I certify the purpose of this gift is not for promotional vendor training or marketing of any product. The value of the gift will not be charged, directly or indirectly, as an element of cost or price in any government contract. This gift and transfer of this gift is made for the benefit of or use in operations, training or clinical investigations conducted by the (DEPARTMENT AT WILFORD HALL THAT THIS GIFT IS BEING GIVEN TO OR WILL BENEFIT), Wilford Hall Ambulatory Surgical Center, or for any other purpose in any other institution or organization under the jurisdiction of the Department of the Air Force in conformance with 10 USC § 2601.

Sincerely,

(SIGNATURE REQUIRED)  
NAME OF REPRESENTATIVE  
ADDRESS  
PHONE NUMBER

Attachment 6

SURVEY FOR GIFT OF EQUIPMENT

Figure A6.1. Sample Survey of Gift of Equipment Letter.

59 MDW Point-of-Contact Information:

Name: \_\_\_\_\_ Office Symbol: \_\_\_\_\_

Telephone: \_\_\_\_\_

Equipment Custodian: \_\_\_\_\_ EC's Telephone: \_\_\_\_\_

Name of Donor of Gift: \_\_\_\_\_

1. Attach complete description of gift being offered, such as a quote from a computer company or description/ordering information of item.
2. The total value of this gift is \$ \_\_\_\_\_.
3. Wilford Hall Ambulatory Surgical Center cost(s) to support this gift:
  - a. Systems/Installation Support, such as telephone lines, special electrical requirements, etc: \_\_\_\_\_
  - b. Increased cost(s) for support/supplies, such as consumables, telephone charges, infrastructure upgrades, etc: \_\_\_\_\_
  - c. Are 'special components' required to use the gift, or is it complete and ready to use 'as is?' \_\_\_\_\_
  - d. Any special maintenance for this item, such as separate contract? \_\_\_\_\_
  - e. Required training for personnel to use the item/equipment? \_\_\_\_\_
  - f. Disposal Cost(s) \_\_\_\_\_
4. This package reviewed by Medical Logistics (MSL) and/or (MSIS) Medical Systems (circle one):
 

Date: \_\_\_\_\_ Reviewing Official(s): \_\_\_\_\_

Reviewing Official(s): \_\_\_\_\_
5. Comments/Recommendations:

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Attachment 7

PROFFER LETTER CHECKLIST

Figure A7.1. Proffer Letter Checklist.

ALL PURPOSE CHECKLIST		PAGE	1	OF	1	PAGES
TITLE/SUBJECT/ACTIVITY/FUNCTIONAL AREA PROFFER LETTERHEAD/GUST & GRANTS PROGRAM/59TH MEDICAL WING/ JBSA LACKLAND, TX/78236-5300		OPR	DATE			
NO.	ITEM <i>(Assign a paragraph number to each item. Draw a horizontal line between each major paragraph.)</i>					
1	Official memorandum letterhead with donor/vendor logo	<input type="checkbox"/>				
2	Travel gift must be addressed to current 59 MDW/CV	<input type="checkbox"/>				
3	MUST provide the total value of the support as an itemized list of expenses, including a breakdown of what is In-Kind, fund or both	<input type="checkbox"/>				
4	If two or more travelers are required on proffer letter - you MUST include a (STAFF Travel Offered by Non-Federal Source) for each member	<input type="checkbox"/>				
5	Proffer Letter must include: a. Name of Event b. Sponsor of Event c. Travel Dates of Event d. Location of Event	<input type="checkbox"/>				
6	Donor/Vendor MUST include the company's representative signature block, address, phone number and email address in proffer letter	<input type="checkbox"/>				
7	Vendor paying for gift as "funds" MUST accompany check with a "Proffer Letter"	<input type="checkbox"/>				
8	Proffer Letter MUST be signed and dated from representative form the company	<input type="checkbox"/>				
9	Vendor must submit payment to the following address/POC: 59th Medical Wing/SGARB 2200 Bergquist Dr STE #1 JBSA Lackland TX 78236-9908	<input type="checkbox"/>				
10	Check must be made out to: U.S. Treasury DSSN 3801. If the check is in the members name, the donor must endorse the check and return to SGARB	<input type="checkbox"/>				
11	If gift is "funds", proffer letter must include disposition of check.	<input type="checkbox"/>				

