



**Department of
Veterans Affairs**

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO
VA691-17-RL-0014

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE The Regents of the University of California	3. ADDRESS OF LICENSEE UCLA Real Estate Department 10920 Wilshire Boulevard, Suite 810 Los Angeles, CA 90024 Attn: Director of Real Estate
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4. NAME AND ADDRESS OF INSTALLATION VA Medical Center, West Los Angeles 11301 Wilshire Boulevard Los Angeles, CA 90073	5. PERIOD COVERED <table border="1"> <tr> <td data-bbox="711 506 980 627"> FROM (Month, day, year) Effective as of 6/1/2017 </td> <td data-bbox="980 506 1497 627"> TO (Month, day, year) 5/31/2022 </td> </tr> </table>		FROM (Month, day, year) Effective as of 6/1/2017	TO (Month, day, year) 5/31/2022
FROM (Month, day, year) Effective as of 6/1/2017	TO (Month, day, year) 5/31/2022			

6. CONSIDERATION

 Veteran focused in-kind consideration per Block 8 below, and the Lease Agreement between VA & UCLA, dated 12/23/2016, as amended. The Lessee will be responsible for the cost of all unreturned or misplaced keys, signed for by VA employees on the Lessee's behalf.

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof). 11301 Wilshire Boulevard, Building 206 Suite # R106, R127, R128, R129, R130, R131, R132 Los Angeles, CA 90026 (See Exhibit "A" hereto).	7B. EXHIBIT(S) ATTACHED One Exhibit Attached: Exhibit "A".
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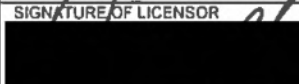
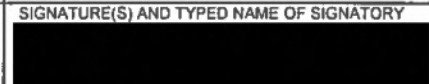

8. PURPOSE OF LICENSE

 UCLA Veterans Legal Services Clinical Program

 By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

 Revocable License may be terminated by either Licensor or Licensee upon Ninety (90) days written notice; provided that VA's rights and remedies regarding consideration to be provided from UCLA under the parties' existing Lease Agreement dated 12/23/2016 (as amended), shall survive UCLA's termination of this Revocable License pursuant to this Paragraph 9.

DEPARTMENT OF VETERANS AFFAIRS LICENSOR		LICENSEE	
DATE OF LICENSE (Month, day, year) May 31, 2017	DATE ACCEPTED (Month, day, year) June 1, 2017		
SIGNATURE OF LICENSOR  Ann Brown	SIGNATURE(S) AND TYPED NAME OF SIGNATORY  Robert Gray		
ADDRESS OF LICENSOR 11301 Wilshire Boulevard Los Angeles, CA 90073	TITLE OF SIGNATORY: DIRECTOR OF UCLA REAL ESTATE TELEPHONE NO. OF LICENSEE (Including Area Code) 		

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(Signature)

GENERAL CONDITIONS

VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Such obligation shall apply in proportion to and to the extent of the damage caused by the negligent or willful acts or omissions of licensee, its officers, agents, employees, students and invitees. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license. The aforementioned duty to indemnify and save harmless shall apply only in proportion to and to the extent of the negligent or willful acts or omissions of licensee, its officers, agents, employees, students and invitees.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

9. Notice. Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

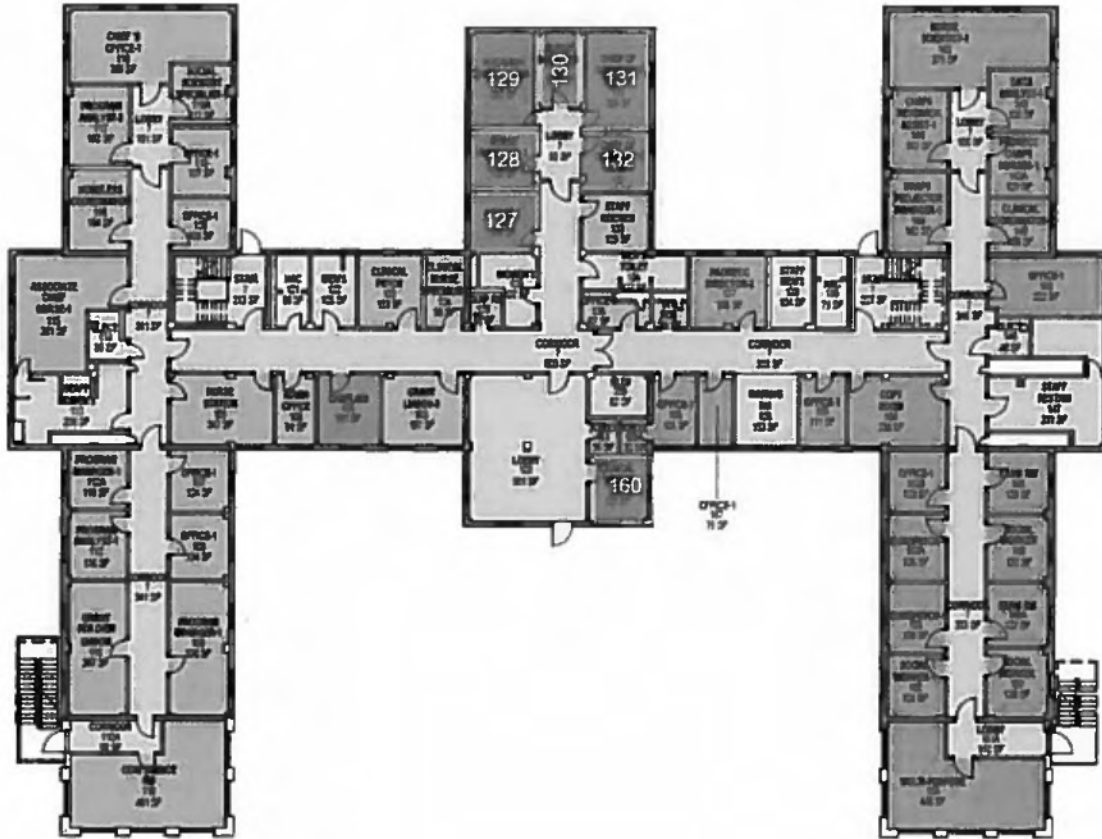
13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.

EXHIBIT "A"

BUILDING & SUITE
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY



UCLA Legal Clinic for Veterans - Building #206			
BLDG #	LEVEL	NUMBER	SQ. FT.
B206	LEVEL 1	160	127
B206	LEVEL 1	127	136
B206	LEVEL 1	128	135
B206	LEVEL 1	129	203
B206	LEVEL 1	130	118
B206	LEVEL 1	131	209
B206	LEVEL 1	132	136