

## **Export Control - ITER (September 2012)**

a) The Seller and Company agree to adhere to and be responsible for their own compliance of all United States export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, and Atomic Energy Act 1954 (P.L. 83-703) Nuclear Regulatory Commission 10 CFR Part 110, and Department of Energy 10 CFR Part 810, in the performance of this Agreement, as well as any guidance or requirements issued by the Department of Commerce or the US ITER Project Office for specific applicability to US ITER and/or ITER.

b) In the absence of available license exemptions or exceptions to the above, the Seller and Company must obtain the appropriate licenses or other approvals, if required, for exports, deemed exports and/or re-exports of materials, hardware, technical data, and software, or the provision of technical assistance.

c) The Seller and Company agree to be responsible for their own export, deemed export, and/or re-export licenses, if required, before using foreign persons in the performance of this Agreement, where the foreign person will have access to export-controlled material, hardware, technical data and software or the provision of technical assistance.

d) The Seller and Company agree to be responsible for their own compliance with all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.

e) The Seller and Company will not knowingly export directly or indirectly, through their affiliates, licensees, or subsidiaries, any export controlled hardware, software, or technical data in the performance of this Agreement without a required license which will be obtained by the responsible party from the appropriate U. S. Authority.

f) Products (equipment, components, and/or materials) being provided to the ITER International Organization or to ITER Members worldwide, shall not include proprietary development and/or production technology without the proper export license from the appropriate Government Agency having export control jurisdiction. If this situation arises the Seller shall contact the Subcontract Administrator regarding the license schedule or other license conditions and impacts on the procurement.

g) For additional information, the Seller shall review the document entitled "ITER EXPORT CONTROL AWARENESS INFORMATION (JUNE 2012)" available under the title Special Articles and Forms at <http://www.ornl.gov/adm/contracts/documents.shtml>

h) The Seller shall include this clause in subcontracts hereunder. However, such provision in the subcontracts shall not relieve Seller of its obligation to assure compliance with the provisions of this clause.