

Instructions

1. Review this certification to see if it applies to your international travel with university owned items and/or software.
2. Complete the form below and send a copy of the signed One-Time Certification to the Office of Research Protections to obtain the signature of Empowered Official or designee. For assistance, please contact Research Protections at compliance@appstate.edu.
3. A copy of this form signed by the Empowered Official will be returned to you for your records. Export control regulations require recordkeeping for a minimum of 5 years.

One-Time Certification For Appalachian-Owned Items and Software Temporary Export License Exception

TO: Office of Research Protections, compliance@appstate.edu

FROM:

DATE:

SUBJECT: Temporary Export License Exception

The export of tangible items, commercial software and encryption code is subject to export control regulations. The Export Administration Regulations (EAR), however, make an exception to license requirements for the temporary export or reexport of certain tangible items or software for professional use as long as specific criteria to which you are certifying below are met.

Detailed Description of Item(s) to which this Certification applies.

By my signature below, I certify that:

1. I will ship or hand-carry the item(s) or software to _____;
2. I will ship or hand-carry the item(s) or software abroad ONLY either as a "tool of the trade"; for exhibition or demonstration; or for inspection, testing, calibration or repair to conduct Appalachian State University business;
3. I will return the item(s) or software to the US on _____ which is no later than 12 months from the date of export unless they are certified by me to have been consumed or destroyed abroad during this 12 month period;
4. I will maintain the item(s) or software under my "effective control" while abroad (defined as retaining physical possession of the item or maintaining it in a secure environment such a hotel safe or a locked or guarded facility);
5. I will not ship or hand-carry the item(s) or software for inspection, testing, calibration or repair to a country in [country group D:1](#) in the EAR (currently: Albania, Armenia, Azerbaijan, Belarus,

Burma, Cambodia, China, Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Libya, Macau, Moldova, Mongolia, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan and Vietnam);

6. The item(s) or software are not designed for use in/with/by satellites, space craft or as a defense article;
7. I will not ship or hand-carry the item or software to sanctioned countries (currently: Cuba, Iran, North Korea, Sudan or Syria);
8. I will not ship or hand-carry any item or software that includes encryption software not publicly available outside the borders of the United States;
9. If the item(s) include a GPS, the GPS is not capable of providing navigation information at speeds in excess of 600 m/s (1,165 nautical mph) and does not employ anti-jam features to function in an environment of active or passive countermeasures; and
10. The item(s) and software are worth less than \$2500 or are registered with the Automated Export System (ITN: _____)

Copies of any relevant property and shipping documents will be retained in this office for a period of at least five years by:

Name, Position/Department _____,
Phone Number _____
Email Address _____

These records will be made available to the Chief Research Officer upon request.

The parties have agreed to conduct this application process by electronic means, and this license exception is signed electronically by the applicant and empowered official.

My name and email address together constitute the symbol and/or process I have adopted with the intent to sign this application, and my name and email address, set out below, thus constitute my electronic signature to this application.

Printed Name: _____ Date : _____

Email Address: _____

Empowered Official or Designee: _____ Date : _____

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