About | Export control laws are complex, fact-specific, and analyzed on a case-by-case basis. Laws, regulations, rules, procedures, and lists specifying either who or what is considered export control sensitive and where export controls apply are subject to change.

Basis of this Program Manual | The intention of this program manual is to provide the basics in regards to export control information. This program manual should not be relied upon exclusively nor should it be considered or construed as legal advice. For questions, contact AgriLife Risk and Compliance.

Acknowledgments | Some portions of this manual are adapted from and based upon the Texas A&M University Export Control Compliance Program Manual with the permission of Texas A&M University.
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Texas A&M AgriLife Export Control Procedures

Section 1.0  | A Commitment to Compliance

Texas A&M AgriLife (AgriLife) is committed to upholding the highest standard of ethical conduct and compliance with the legal obligations of the AgriLife components. For the purposes of this manual, the term "AgriLife" incorporates the following agencies: Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and the Texas A&M Veterinary Medical Diagnostic Laboratory.

The export of certain items and information is regulated for reasons of national security, foreign policy, the prevention of the spread of weapons of mass destruction, and competitive trade reasons, and in accordance with The Texas A&M University System (A&M System) Policy 15.02, Export Controls, AgriLife is committed to operating in compliance with the United States (U.S.) export control laws and regulations including those implemented by the Department of Commerce through the Export Administration Regulations (EAR)\(^1\) and the Department of State through the International Traffic in Arms Regulations (ITAR)\(^2\), as well as those imposed by the Treasury Department through the Office of Foreign Assets Control (OFAC)\(^3\). Because of the complexity of the U.S. export control laws and regulations, potential export-controlled activities will be evaluated on a case-by-case basis.

All employees of AgriLife are ultimately individually responsible for ensuring compliance with U.S. export controls laws and regulations, as well as A&M System policies and regulations and AgriLife rules and procedures. It is imperative that AgriLife employees maintain open communication with their respective unit/department head and supervisor about these matters, and to recognize that export control laws and regulations apply broadly—not just to sponsored research projects or educational activities. This AgriLife Export Controls Compliance Manual (manual) is designed to assist AgriLife employees in the area of export control compliance. Additionally, this manual supplements corresponding export controls rules and procedures of the AgriLife agencies, and provides guidance in properly obtaining required administrative approvals while taking a proactive stance towards compliance with associated federal laws, and A&M System policies and regulations. To the extent this manual conflicts with A&M System Policy 15.02, Export Controls, or agency rules and procedures, the A&M System Policy supersedes. Acronyms are defined in the Abbreviations section. For the purpose of this manual, definitions are contained in Appendix A.

AgriLife Risk and Compliance maintains a Web site with export control information and resources located at: http://agrilifeas.tamu.edu/risk-compliance. Questions regarding export controls should be directed to AgriLife Risk and Compliance at 979.845.7879.

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\(^1\) The Export Administration Regulations (EAR) 15 CFR 700-799 can be found at [http://www.ecfr.gov/cgi-bin/text-idx?SID=d8c540d2aad8b1243ca6b6b6394e63159&c=ecfr&tpl=/ecfrbrowse/Title15/15cfrv2_02.tpl#700](http://www.ecfr.gov/cgi-bin/text-idx?SID=d8c540d2aad8b1243ca6b6b6394e63159&c=ecfr&tpl=/ecfrbrowse/Title15/15cfrv2_02.tpl#700).

\(^2\) The International Traffic In Arms Regulations (ITAR) 22 CFR 120-130 can be found at [http://www.ecfr.gov/cgi-bin/text-idx?SID=1d5acc710a0f2da23d05e097193900b6a&c=ecfr&tpl=/ecfrbrowse/Title22/22cfrv1_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=1d5acc710a0f2da23d05e097193900b6a&c=ecfr&tpl=/ecfrbrowse/Title22/22cfrv1_02.tpl).

\(^3\) The Office of Foreign Assets Control (OFAC) 31 CFR 500-599 can be found at [http://www.ecfr.gov/cgi-bin/text-idx?SID=d8c540d2aad8b1243ca6b6b6394e63159&c=ecfr&tpl=/ecfrbrowse/Title31/31cfrv3_02.tpl#500](http://www.ecfr.gov/cgi-bin/text-idx?SID=d8c540d2aad8b1243ca6b6b6394e63159&c=ecfr&tpl=/ecfrbrowse/Title31/31cfrv3_02.tpl#500).
Section 2.0 | Key Parties Responsible for Export Control Compliance

2.1 INDIVIDUAL RESPONSIBILITY

All AgriLife employees must conduct their affairs in accordance with U.S. export control laws and regulations, while being aware of and responsible for export control implications associated with their work and institutional responsibilities. While compliance with all applicable legal requirements is imperative, it is equally important to maintain an open environment that welcomes the participation of individuals from around the world as part of the AgriLife mission. To maintain this balance, AgriLife personnel must be familiar with the U.S. export control laws and regulations—including important exclusions and exemptions, as they relate to their responsibilities. Depending upon the nature of their activities and/or job functions, AgriLife personnel may be required to participate in formal training as determined by the AgriLife Empowered Official(s) and/or the employees' supervisors.

Principal Investigators (PIs), with the assistance of AgriLife Risk and Compliance and other relevant AgriLife units, are responsible for compliance with all federal, A&M System, and AgriLife export control laws, regulations, policies, rules, and procedures in the conduct of their research or educational activities. Violation of the export control laws can directly affect PIs through potential fines, loss of research funding, and/or personal criminal liability. To meet this obligation PIs should:

A. understand his or her export control obligations and participate in regular trainings to be able to identify export control issues;

B. be aware of the export control indicators in Section 3 (but not limited to) below, and note such information on any internal compliance or assurance forms;

C. determine—prior to initiation of research or educational activity—whether any information or technology involved in his or her research or educational activity is subject to export control laws or regulations;

D. periodically review his or her research to ensure continuing compliance with export control laws and regulations;

E. if undertaking an export–controlled project, brief those involved in the project of their export control obligations; and

F. understand that any informal discussions, agreements, or understandings entered into with sponsors or entities can impose export control obligations on the PI, and may negate the opportunity to claim key exclusions such as the Fundamental Research Exclusion (FRE).4

AgriLife employees are to report suspected or known violations to the empowered official for AgriLife—the agency Director or AgriLife Assistant Director for Risk and Compliance. Additionally, AgriLife employees shall maintain their commitment to promoting a culture of compliance with all associated laws, regulations, policies, rules, and procedures.

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4 As defined: Export Controls—and—National Security Decision Directive 189, the Exclusion applies to “basic and applied research in science and/or engineering at an institution of higher education in the U.S. where the resulting information either is ordinarily published and shared broadly in the scientific community, or has been or is about to be published.”

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2.2 EMPOWERED OFFICIAL

The agency Director or designee (Assistant Director for Risk and Compliance) will serve as the AgriLife empowered official for all purposes relating to applicable federal export control laws and regulations. The AgriLife empowered official is responsible for obtaining approvals required for compliance with export control laws, regulations, policies, rules, and procedures, as well as license application acquisitions. The AgriLife empowered official serves as AgriLife’s representative and point of contact for export control matters involving AgriLife. The AgriLife empowered official is authorized to bind AgriLife in any proceedings before government agencies with export control responsibilities, and has final responsibility for compliance with export control laws and regulations. In the event of the reporting of a suspected violation, the AgriLife empowered official will investigate the suspected violation to the extent deemed necessary.

The AgriLife empowered official is the AgriLife official authorized to sign license applications and other authorizations required by export control laws and regulations on behalf of AgriLife, and to bind AgriLife in any proceedings before government agencies with export control responsibilities. All AgriLife interactions with government officials related to export control matters will be managed, made, and administered by the AgriLife empowered official as deemed appropriate. Any communications from government officials relating to AgriLife’s export control compliance program should be forwarded to the AgriLife empowered official.

2.3 AGRILIFE RISK AND COMPLIANCE

AgriLife Risk and Compliance, in cooperation with other appropriate offices, is responsible for directing and monitoring AgriLife’s export control compliance program, recordkeeping, and implementing procedures and/or guidelines to comply with federal export control laws and regulations, including developing, implementing, and updating this manual.

When requested, AgriLife Risk and Compliance will determine, or assist other offices and employees in export control assessments to determine compliance obligations with respect to AgriLife activities involving foreign persons or international activities under applicable export control laws and regulations, and to determine the applicability of the FRE or other exclusions provided by law. AgriLife Risk and Compliance will also assist with and conduct Restricted Party and Technological Screening (RPS) and consult with the A&M System Office of General Counsel (OGC) on export control matters as appropriate.

2.4 Texas A&M University Sponsored Research Services (SRS)

AgriLife’s sponsored research activities are administered by TAMU Sponsored Research Services (SRS) in accordance with established SRS procedures. A copy of the SRS Export Control Screening Procedures is attached as Appendix N.

SRS works closely with AgriLife Risk and Compliance, PIs, and A&M System Members as appropriate in identifying export control issues related to research, and to ensure that appropriate approvals are in place before the initiation of projects.

2.5 AGRILIFE ADMINISTRATORS

All AgriLife employees with managerial or supervisory authority over foreign persons or projects involving controlled information or controlled physical items should view export control

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5 As defined: “determine[s] whether a person or entity is included on the Specially Designated Nationals and Blocked Persons List or any other list included in the screening software made available by the Division of Research.”
compliance as an important part of their day-to-day responsibilities, and are responsible for overseeing export control compliance in their areas of administrative responsibility and for supporting AgriLife Risk and Compliance in implementing the procedures set forth in this manual, and as otherwise deemed necessary by the empowered official or AgriLife Risk and Compliance for export control compliance.

Section 3.0 | Identifying Export Control Concerns

3.1 EXPORT CONTROL RED FLAGS

The following—but not limited to—are indicators that an export control review should be conducted to ensure that no violations will occur:

A. The results of research and educational activities conducted at AgriLife or by AgriLife employees are intended for military purposes or for other restricted end uses under EAR99.

B. Foreign persons will have access to controlled physical items on campus or AgriLife property.

C. Software that includes encryption features will be developed or purchased.

D. AgriLife employees will export or travel abroad with research equipment, chemicals, biological materials, encrypted software, or controlled physical items; or travel abroad with laptops, cell phones, or PDAs containing controlled information.

E. A proposed financial transaction will involve embargoed countries or entities, individuals located in embargoed countries, or who are on prohibited or restricted end-user lists, as determined by RPS.

F. The sponsor requires pre-approval rights over publications or the participation of foreign persons.

G. The project requires the shipping of equipment, chemicals, or biologicals to a foreign country.

H. Other Red Flag Indicators: The BIS has posted a list of Red flag Indicators for Things to Look for in Export Control Transactions: 


3.2 RESTRICTED PARTY AND TECHNOLOGY SCREENING

A. Restricted Party Screening

The U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury—along with various other government agencies—maintain lists of prohibited and restricted end-users (Restricted Party Lists). If not wholly prohibited, licenses are required for exportation to these end-users, or for carrying out a transaction in which a prohibited or restricted end-user is involved.

AgriLife must screen individuals and entities as provided in this manual in order to ensure that AgriLife is not doing business with individuals or entities that have been debarred, denied export privileges, or are otherwise on one of the government restricted party lists. AgriLife Risk and Compliance has licensed export control compliance software that permits authorized users to screen restricted party lists electronically. The export control compliance software performs restricted party screening against all relevant U.S. Government lists, including: OFAC Sanctions, BIS Denied Persons List, BIS Entity List and
Unverified List, Department of State Arms Export Control Act Debarred Parties, Department of State Designated Terrorist Organizations, Department of State Nonproliferation Orders. Screening includes exact, fuzzy, and phonetic searches.

B. Technology Screening

The U.S. Department of Commerce, and the U.S. Department of State, along with various other government agencies control what technology, items, goods, services, etc. (technology) may be permissibly exported outside of U.S. territory. In order to ensure that AgriLife is in compliance with all export regulations, AgriLife must screen the technology that it intends to export. Screening of technology is accomplished using the same export control compliance software used to perform restricted party screening. This software allows for a search of the technology AgriLife plans to export via the EAR/Commerce Control List (CCL), and ITAR/U.S. Munitions List (USML). The export control compliance software will notify the screener if a cross–match is found on another listing and what applicable licenses may be required.

C. Returned Results (“Hits”)

AgriLife Risk and Compliance will conduct screenings in accordance with their internal procedures. If there is a possible match of the party being screened with a party on a restricted party list (a “hit”), a secondary person within AgriLife Risk and Compliance should verify that it is a possible match by screening with additional detailed information to confirm. If the hit cannot be ruled out, another review will be conducted. AgriLife Risk and Compliance is responsible for maintaining records of its determinations, in accordance with Section 11, Recordkeeping.

Section 4.0 | Research and Educational Activities, Material Transfers, and Non-Disclosure Agreements

Most data and information involved in AgriLife research and educational activities could possibly be excluded from export control regulations under the ITAR or EAR based on several key provisions:

A. the Public Domain Exclusion;

B. the FRE; and

C. the Exclusion for Educational Information.

It is imperative for researchers and others involved in research and educational activities to be aware of these key exclusions, and to understand that their benefits can be lost if certain provisions are present in research and educational activities–related agreements. For this reason, PIs should avoid entering into informal understandings or “side agreements” with sponsors that restrict foreign person access to the research or that impose sponsor controls on the publication or dissemination of the results. It is also important to remember that the restrictions enforced by OFAC are not affected by the ITAR, EAR, or FRE.

4.1 CONTRACT PROVISIONS OF CONCERN

Certain research and educational activities agreement provisions may negate the FRE, and require seeking a license or undertaking monitoring or other activities. Possible provisions of

6 Contact AgriLife Risk and Compliance for assistance in determining controlled items, controlled information, and screening against restricted party lists.
concern are identified on the AgriLife Export Controls Decision-Making Tree for Administration of Contract Provisions of Concern in Appendix B of this manual, and are summarized below.

If any of the following provisions are present (and cannot be negotiated away) in a research or educational activities agreement or subcontract, a Material Transfer Agreement (MTA), or Non-Disclosure Agreement (NDA) related to research or educational activities, the agreement should be submitted to AgriLife Risk and Compliance for further review prior to execution of the agreement:

A. Sponsor maintains the right to restrict or approve publication or release of research or educational activity results (other than AgriLife’s standard customary brief delay to protect a sponsor's confidential information or to preserve the patentability of an invention).

B. Research or educational activity data and/or other research or educational activity results will be owned by the sponsor (e.g., as sponsor’s proprietary or trade secret information).

C. Statements that export control regulations will apply to the research or educational activity.

D. Incorporation by reference of Federal Acquisition Regulations (FARs), agency-specific FARs, or other federal agency regulations—which impose specific controls on access to or dissemination of research or educational activity results (see Section 4.2, below).

E. Restrictions on or prohibitions against, the participation of research or educational activity personnel based on citizenship or national origin.

F. Statements that the sponsor anticipates providing export-controlled items or information for use in connection with the research or educational activity.

G. Equipment or encrypted software is required to be delivered as part of the project.

H. The research project or educational activity will involve the use of export-controlled items or technical information obtained from a third party.

I. The research or educational activity will take place outside the United States.

4.2 SPECIFIC U.S. GOVERNMENT ACCESS AND DISSEMINATION CONTROLS

Specific access and dissemination controls may be buried within the language of FARs, Defense Federal Acquisition Regulations (DFARs), and other agency-specific regulations included as part of a prime contract, or flowed down in a subcontract. These clauses include, but are not limited to:

A. FAR 52.227-14 (Rights in Data—General)

   Grants the government unlimited rights in data first produced or delivered under the contract. Government approval required to assert copyright in data first produced in the performance of the contract and not published in academic, technical, or professional journals, symposia proceedings, or similar works. For basic or applied research suggest requesting Alternate IV to lift this restriction. Alternate IV provides the contractor with the right to copyright data without government permission.
B. FAR 52.227-17 (Rights in Data—Special Works)

Prevents the release, distribution, and publication of any data originally produced for the government’s internal use, and represents an absolute restriction on the publication or dissemination of contractor–generated data. It should not apply to basic and applied research, and should be removed from the contract on the basis of exceptions to this clause’s applicability.

Refer to FAR 27.405-1 (a).

C. DFARS 252. 204-7000 (Disclosure of Information)

States, “Contractor shall not release to anyone outside the Contractor’s organization any unclassified information, regardless of medium (e.g.; film, tape, document), pertaining to any part of this contract or any program related to this contract.” Three exceptions apply:

1. if the contracting officer has given prior written approval;

2. where the information is already in the public domain prior to date of release; or

3. if the research is determined in writing to be fundamental research by the Contracting Officer.

Refer to 27.404(2) & (3) and NSDD-189 as justification for getting the restriction removed. Also, can refer to IRS Ruling 76-296. May also add alternate language that allows for review and comment on publications.

D. DFAR 252.225-7048 (Export–Controlled Items)

States, “The Contractor shall comply with all applicable laws and regulations regarding export–controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.” May have to require the PI to certify that the project does not involve any items that are subject to export control laws.

E. ARL 52.004-4400 (Approval of Foreign Nationals)

All foreign nationals must be approved before beginning work on the project. Contractor is required to divulge if any foreign nationals will be working on the project. Provision of name, last country of residence, citizenship information, etc. is required. This clause is commonly found in contracts involving controlled technology, and sponsored by military agencies. May need to require the PI to certify that no foreign nationals will be working on the project. If no foreign nationals will be employed on the project, contractor may disregard this clause. If the PI is doing basic research and the sponsor will take those results and work on the controlled technology at another location, may be able to delete this clause.

F. ARL 52.005-4401 (Release of Information).

Includes reference to “non–releasable, unclassified information” and a requirement to “confer and consult” prior to release of information. It is unclear what the review entails. Therefore, the sponsor retains publication/information approval, which voids the FRE. Substitute with ARL Cooperative Agreement Language: Prior Review of Public Releases,
“The Parties agree to confer and consult with each other prior to publication or other disclosure of the results of work under this Agreement to ensure that no classified or proprietary information is released. Prior to submitting a manuscript for publication or before any other public disclosure, each Party will offer the other Party ample opportunity (not to exceed 60 days) to review such proposed publication or disclosure, to submit objections, and to file application letters for patents in a timely manner.”

G. AFMC 5352.227-9000 (Export-Controlled Data Restrictions)

Requires an export license prior to assigning any foreign national to work on the project or allowing foreign nationals access to the work, equipment, or technical data generated by the project. Need to ask the PI if the project is basic or applied research. If yes, it may fall under an ITAR exclusion. May also ask the defense contractor if foreign nationals are allowed to work on the project. If yes, obtain confirmation in writing.

4.3 PROCEDURES APPLICABLE TO RESEARCH AGREEMENTS AND SUBCONTRACTS

SRS has adopted the Export Control Screening Procedures contained in Appendix N.

4.4 RESOLVING EXPORT CONTROL ISSUES

A. AgriLife Risk and Compliance

When a potential export control issue is identified, AgriLife Risk and Compliance will work with the parties involved as appropriate, and determine what course of action should be taken to address the issue. In many cases, no license or other authorization may be necessary. In each case, AgriLife Risk and Compliance will determine whether:

(1) the conditions merit an application for a license or other authorization;

(2) the conditions are such that an exclusion or license exception may be obtained; or

(3) a technology control plan (TCP), or other requirements for the conduct of the research such as but not limited to completion of the AG-723, Acknowledgment of Restriction of Distribution of Publication (Appendix J), will be necessary to prevent an unauthorized deemed export of the technology from occurring.

AgriLife Risk and Compliance will notify the parties involved of AgriLife Risk and Compliance’s export control determinations. AgriLife Risk and Compliance will maintain records of its determinations on a project basis, as provided in Section 11, Recordkeeping.

B. TCP

(1) Development

If AgriLife Risk and Compliance determines a project, facility, or item is export-controlled, AgriLife Risk and Compliance will work with the PI, department/unit representatives, facility managers, and A&M System members—as appropriate—to develop and implement a TCP to secure the controlled technology from access by unauthorized foreign persons. A sample TCP template is available in Appendix C, and will typically include:

a. a commitment to export controls compliance;
b. identification of the relevant export control categories and controlled technologies;

c. identification of the project’s sponsors;

d. identification and nationality of each individual participating in the project;

e. appropriate physical and informational security measures;

f. personnel screening measures and training; and
g. appropriate security measures for the duration of the project for and following project termination.

(2) Appropriate Security Measures

The TCP will include physical and informational security measures appropriate to the export control categories related to the facility, project, or item. Examples of security measures are specific to the project or item and can include:

a. **Laboratory Compartmentalization**—Project operation may be limited to secured laboratory areas physically shielded from access or observation by unauthorized individuals. These areas must remain locked at all times.

b. **Time Blocking**—Project operation may be restricted to secure time blocks when unauthorized individuals cannot observe or access.

c. **Marking**—Export–controlled items or information must be clearly identified and marked as export–controlled.

d. **Personnel Identification**—Individuals participating on the project may be required to wear a badge, special card, or other similar device indicating authority to access designated project areas. Physical movement into and out of a designated project area may be logged.

e. **Locked Storage**—Tangible items such as equipment, associated operating manuals, and schematic diagrams should be stored in rooms with key–controlled access. Soft and hardcopy data, lab notebooks, reports, and other research materials should be stored in locked cabinets.

f. **Electronic Security**—Project computers, networks, and electronic transmissions should be secured and monitored through User IDs, password controls, 128–bit or greater Secure Sockets Layer encryption, or other federally approved encryption technology. Database access should be managed via a Virtual Private Network\(^7\).

g. **Confidential Communications**—Discussions about the project must be limited to the identified and authorized project participants, and only in areas where unauthorized individuals are not present. Discussions with third party sub–contractors must occur only under signed agreements which fully respect the foreign person limitations for such disclosures.

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\(^7\) A mechanism for providing secure, reliable transport over the Internet. A VPN uses authentication to deny access to unauthorized users, and encryption to prevent unauthorized users from reading the private network packets. The VPN can be used to send any kind of network traffic securely, including voice, video or data.
(3) Export Licensing

If a license, Technical Assistance Agreement, Manufacturing License Agreement, ITAR Registration, or other authorization is the appropriate method to address an export control issue as determined by AgriLife Risk and Compliance, AgriLife Risk and Compliance will consult with the PI and other appropriate parties to gather all the information needed to submit the appropriate documentation to seek a license or other authorization. AgriLife Risk and Compliance will inform the empowered official of the details of the export control issue and make a recommendation that a license or other authorization should be obtained. The empowered official will request the license or other authorization from the cognizant agency with assistance from AgriLife Risk and Compliance and the A&M System OGC as appropriate.

Section 5.0 | International Visitors

5.1 RESPONSIBILITY TO REQUEST AUTHORIZATION TO VISIT

All AgriLife employees intending to invite or host international visitors have the responsibility to notify AgriLife Risk and Compliance in advance of the proposed visit, per AgriLife agency procedures and College Guidelines:

- [College of Agriculture and Life Sciences Guideline, Visiting Scholars, Scientists, or Interns (Domestic and International)]
- [AgriLife Extension Service Procedure 15.99.99.X0.01, Visiting Scholars, Scientists, or Interns (Domestic and International)]
- [AgriLife Research Procedure 15.99.99.A0.01, Visiting Scholars, Scientists, or Interns (Domestic and International)]
- [TVMDL Procedure 15.99.99.V0.01, Visiting Scholars, Scientists, Externs, or Interns (Domestic and International)]

For the purposes of these procedures, international visitors have been delineated into two categories: exempt and non–exempt. Qualifications for these statuses as well as procedures and responsibilities associated with inviting international visitors are fully outlined in the agency procedures indicated above.

5.2 NO AUTHORIZATION TO ACCESS CONTROLLED INFORMATION, CONTROLLED PHYSICAL ITEMS

No international visitor may have access (whether verbal, written, electronic, and/or visual) to controlled information or controlled physical items unless expressly permitted via an approved TCP, license, or as authorized in writing by AgriLife Risk and Compliance. It is the responsibility of the AgriLife employee hosting the visitor to ensure compliance with export control restrictions, and to promptly disclose and report any violations to the empowered official or AgriLife Risk and Compliance.
5.3 **RPS OF INTERNATIONAL VISITORS**

Screening of international visitors includes the screening of the visitor’s employer and/or sponsoring entity. Screening is needed whenever a written or verbal invitation to visit AgriLife is made to an international visitor regardless of whether:

A. The international visitor is present or not in the U.S.

B. AgriLife needs to sponsor the international visitor for immigration purposes under the J-1 Exchange Visitor Program.

C. AgriLife does not need to sponsor the international visitor for immigration purposes because he or she is traveling or has entered the U.S. under the Visa Waiver Program, a B-1/B-2 visa, or other nonimmigrant visa status as indicated on a properly annotated I-94.

5.4 **PROCEDURE TO NOTIFY AND REQUEST AUTHORIZATION TO VISIT**

A. **Exempt International Visitors**

AgriLife employees intending to host international visitors of which are determined to be exempt international visitors (as defined in AgriLife procedures indicated in section 5.1) will contact AgriLife Risk and Compliance in advance of the intended visit. AgriLife Risk and Compliance will conduct RPS, and work directly with the host in determination of any potential export controls issues associated with such visit.

Any changes in the initial terms and intent of the visit that would make such exempted international visitor fall under one or more of the conditions subject to the Visitor Exchange Program (as defined in AgriLife procedures indicated in section 5.1) require the host employee to immediately notify AgriLife Risk and Compliance. The host will be responsible for completing AG-713, *Export Controls Compliance Review | Visitor Exchange Programs and Employment*, as described below.

B. **Non–Exempt International Visitors and Visitor Exchange Program**

Prior to the visit, faculty, researchers, and administrators inviting and hosting international visitors as non–exempt international visitors and visiting scholars, scientists, or interns must complete AG-713 and AG-718, *Visiting Scholar Agreement*—or any other form identified from time–to–time by AgriLife Risk and Compliance.

These forms must be submitted to AgriLife Risk and Compliance. Submission is required regardless of whether the visit involves or results in a financial disbursement (i.e. honorarium, reimbursement of expenses, and alike) payable to the international visitor. AgriLife Risk and Compliance will conduct export controls review of the proposed visit for AgriLife Research, AgriLife Extension, TVMDL, and TAMU (only when the visitor will be put on payroll) ADLOC’d hosts. If the hosting faculty, researcher, or administrator is ADLOC’d to TAMU (02) and the visitor will not be put on payroll, AgriLife Risk and Compliance will forward AG-713 to TAMU Division of Research for approval. Any other export control issues raised in AG-713 will be addressed by AgriLife Risk and Compliance and TAMU as appropriate, and the requesting host. If RPS results cause restrictions to be imposed, AgriLife Risk and Compliance will notify the requestor in attempt to resolve such issues if possible. Once approved, a copy of the approval (and associated documents) will be sent to the unit, TAMU Division of Research (as applicable), and TAMU Immigration Services for

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8 For example, Foreign Persons may come to visit AgriLife under the J-1 exchange visitor program in the following instances: (a) Sabbaticals with their own funding; (b) Conducting collaborative research funded by their home institution or government; (c) Fulbright or other similar type of sponsorship; and (d) Student internship, paid or unpaid.
Faculty and Scholars to initiate the immigration process for those instances in which AgriLife needs to sponsor the international visitor, as well as for those in which the international visitor is traveling under the Visa Waiver Program, a B-1/B-2 visa, or other nonimmigrant visa status as indicated properly on the annotated I-94.

Section 6.0 | Employment of Non-Immigrant Foreign Nationals

It is imperative for AgriLife hiring departments/units to be aware that the ability to hire non-immigrant foreign nationals for certain positions may be restricted or prohibited by export control laws. For example, non-immigrant foreign nationals may be restricted or prohibited from performing employment responsibilities relating to certain information technology systems positions to the extent the work will involve access to controlled information or items. If non-immigrant foreign nationals are prohibited by export control laws from performing the employment responsibilities associated with a position, the Notice of Vacancy (NOV) may be posted in such a way that those individuals are notified ahead of time they cannot be considered. The following statement may be added to the “Comments to Applicant” section of the NOV: Non-immigrant foreign nationals are prohibited by export control laws from performing the employment responsibilities associated with this position; sponsorship is not available.

After extending an employment offer to foreign nationals, hiring units are required to submit AG-713 to AgriLife Human Resources. AgriLife Human Resources will forward the AG-713 to AgriLife Risk and Compliance who will conduct RPS, and return AG-713 to AgriLife Human Resources as notification of the completed RPS. Upon an accepted offer, the hiring department will coordinate with TAMU IFSS to complete the hiring process (if applicable). When hiring individuals under certain visa statuses (not including J-1, J-2, and F-1 OPT), supervisors are required to complete a Deemed Export Control Attestation certifying that technology or technical data to be released or accessed by the foreign national as a result of the offered employment may or may not require a license. Records will be kept in accordance with Section 11, Recordkeeping. Units will forward the completed AG-713 with in-processing documents to AgriLife Payroll for inclusion in the employee’s payroll file.

Any export control issues related to the hiring of nonimmigrant foreign nationals should be referred to AgriLife Risk and Compliance for resolution.

Section 7.0 | International Activities

In the case of AgriLife activities conducted outside the U.S., it is the responsibility of the AgriLife activity organizer to seek and obtain appropriate export control approvals from AgriLife Risk and Compliance for activities including, but not limited to, the following: execution of agreements performable outside the U.S.; and making payments to foreign person vendors.

7.1 TRAVEL—GENERAL

AgriLife employees traveling on AgriLife business or traveling with AgriLife property are responsible for complying with export control laws and regulations when traveling outside the U.S. Per formal agency procedures, AgriLife employees will complete AG-710, International Travel Export Controls Certification, before international travel commences.

In addition to export controls related compliance associated with international travel, AgriLife employees should review agency procedures which outline approval processes, high risk travel, and other compliance areas related to international travel before planning a trip abroad:
In regards to export controls compliance, a license may be required depending on which items are taken, which countries are visited, or whether defense services are provided to a foreign person. The traveler or the traveler’s supervisor should contact AgriLife Risk and Compliance with any potential export control concerns.

When planning a trip abroad, travelers should review export control regulations and embargoes. Travelers should think about the purpose of their trip, who they plan to interact with, where they will go, and how long they will be traveling abroad. Items that are not needed should not be taken abroad. Individuals should ensure that any information that will be discussed or any items that will be taken are not controlled, or—if controlled—that appropriate licenses are in place. Travelers should consult AgriLife Risk and Compliance if they are thinking about taking encrypted software, controlled items/information, or unpublished research data or data not in the public domain, or if traveling to an embargoed country. Not only could AgriLife be held liable, but individuals may also be held liable for improperly transferring controlled information or controlled physical items.

Most travel for conferences will fall under an exclusion to the export control regulations, e.g., the Publicly Available/Public Domain Exclusion, 22 CFR §120.11 and 15 CFR §734.3. Information that is published and is generally accessible to the public through publication in books or periodicals available in a public library or in bookstores or information that is presented at a conference, meeting, seminar, trade show, or other open gathering is considered to be in the public domain. An open gathering is one in which members of the general public are eligible to attend, and attendees are permitted to take notes.

AgriLife employees traveling outside the U.S. with laptops, PDAs, cell phones, or other data storage devices and encrypted software must ensure that there is no controlled information on such devices unless there is a specific license or other authorization in place for the information for that destination. Any individual intending to travel with or transmit controlled information outside the U.S. should first consult with AgriLife Risk and Compliance. There are a number of exceptions and exclusions that may apply depending upon the facts and circumstances of each case.

If personal computers and other storage devices are taken abroad that contain encrypted software, a government license or other government approval for export may be required when traveling to certain countries.

Temporary exports under the "Tools of Trade" license exception apply when the laptop, PDA, cell phone, data storage devices, and encrypted software are:

1. Hand-carried with the individual while traveling,
2. Carried in the luggage or baggage that travels with the individual, or
3. Shipped no more than thirty days prior to the individual’s departure or may be shipped to the individual at any time while the individual is outside the country.

Generally, no government export license is required so long as an individual:
(1) retains his or her laptop computer, PDA, cell phone, data storage devices and encrypted software under their personal custody and effective control for the duration of travel; (Note: In some instances, personal custody requires the person to have with them during meals, etc.)

(2) does not intend to keep these items in these countries for longer than 1 year; and

(3) is not traveling to an embargoed country\(^9\).

Note that this license exception is not available for equipment, components, or software designed for use in/by/with most satellites or spacecraft. “Effective control” means retaining physical possession of an item or maintaining it in a secure environment.

Researchers frequently need to take other AgriLife equipment temporarily outside of the U.S. for use in AgriLife activities. Often, but not always, the tools of trade license exception applies. Some equipment (e.g., global positioning systems [GPS], thermal imaging cameras, inertial measurement units, night vision goggles, and specialty software) is highly restricted, and may require an export license, even if one hand carries it. If taking AgriLife equipment other than a laptop computer, PDA, cell phone, or data storage devices, contact AgriLife Risk and Compliance to determine if an export license or other government approval is required prior to taking the equipment out of the country.

In conjunction with AgriLife Information Technology, AgriLife Risk and Compliance has developed an online training video (and corresponding resources) tailored specifically to AgriLife employees traveling internationally with electronic devices. Although this training is not required at this time, it is highly recommended. Contact AgriLife Risk and Compliance for direct instructions in accessing this training. In conjunction with this training resource, AgriLife has implemented a "loaner" laptop program of which AgriLife employees can check out a "loaner" or "clean" laptop of which to be used while traveling abroad. Note: Contact AgriLife Risk and Compliance a minimum of 2 weeks prior to any trip when requesting a "clean loaner" laptop.

Please see Appendix M of this manual for recommended protocols before traveling internationally with laptops. If items or information are stolen while traveling abroad, travelers shall promptly contact AgriLife Information Technology (979-985-5737; first-call@tamu.edu) and AgriLife Risk and Compliance (979-845-7879; risk-compliance@ag.tamu.edu).

If an employee submits an international alternate work location request, an AG-724, International Alternate Work Locations Export Controls Certification, form is required to be submitted to AgriLife Risk and Compliance to conduct an export control review.

It is important to note that activities involving teaching or training foreign persons on how to use equipment may require a license. Contact AgriLife Risk and Compliance for information applicable to travel exemptions and exceptions.

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\(^9\) See OFAC’s Sanctions Program and Country Summaries at [http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx) for the most current list of embargoed countries and U.S. sanctions.
7.2 NON-EMPLOYEES PARTICIPATING IN AGRILIFE INTERNATIONAL ACTIVITIES

All foreign persons acting on behalf of but not employed by AgriLife (e.g. independent contractors; volunteers; foreign collaborators) and are not currently employed by a college or university based in the United States, should undergo RPS prior to participation in research or educational programs at an international center.

7.3 STUDENT TRAVEL

In accordance with TAMU Rule 13.04.99.M1, Student Travel, all students traveling outside the U.S. for academic purposes must register with the Study Abroad Programs Office. AgriLife employees/trip leaders organizing and/or accompanying such travel are required to abide by TAMU Rule 13.04.99.M1.

Section 8.0 | Financial Transactions, Conferences, Procurement, and Non-Sponsored Contracts

AgriLife (Accounts Receivables, Cash Management, Disbursements, and Procurement and Contracts), in cooperation with AgriLife Risk and Compliance, is responsible for developing and implementing procedures to screen financial transactions as appropriate for compliance with export control laws and regulations.

8.1 FINANCIAL TRANSACTIONS

A. Vendors

With the implementation of Buy A&M (BAM), TAMU will conduct RPS for international non-employee vendors in accordance with their internal procedures. However, for international non-employee vendors setup in FAMIS, AgriLife Risk and Compliance will conduct RPS. Records will be kept in accordance with Section 11, Recordkeeping.

B. Wire Transfers

RPS will be conducted for all international outgoing wire transfers before the transaction process takes place. AgriLife Banking and Receivables or other appropriate offices will notify AgriLife Risk and Compliance of a completed AgriLife form AG-212, Wire Transfer Request, when wire transfers are requested—and before funds are released—so RPS can be conducted. AgriLife Risk and Compliance will notify AgriLife Banking and Receivables or other appropriate offices of the completed RPS. From this point, normal procedures for AgriLife Banking and Receivables will commence. Records will be kept in accordance with Section 11, Recordkeeping.

C. Accounts Receivables

Only departments and units (other than AgriLife laboratories performing diagnostic services, and the AgriLife Bookstore) invoicing foreign persons or entities will contact AgriLife Risk and Compliance before sending the invoice or invoice request. Units shall contact AgriLife Risk and Compliance with associated documentation, who will then conduct RPS. AgriLife Risk and Compliance will respond to the department or unit as notification of the completed RPS. Records will be kept in accordance with Section 11, Recordkeeping.

8.2 AGRILIFE HOSTED CONFERENCES ALLOWING INTERNATIONAL PARTICIPATION

RPS will be conducted for all international registrants attending conferences hosted by AgriLife employees. AgriLife Risk and Compliance will coordinate with the host employee to ensure
materials being presented and locations toured do not need any further export control compliance actions.

A. AgriLife Conference Services Managed Conferences

AgriLife Conference Services will provide AgriLife Risk and Compliance access to conference registration rosters for those conferences offering international participation. AgriLife Risk and Compliance will conduct RPS for international registrants periodically as the conference date approaches. Additionally, AgriLife Risk and Compliance will contact the AgriLife host to ensure no further export controls compliance action items are needed in relation to such conference. Records will be kept in accordance with Section 11, Recordkeeping.

B. AgriLife Conferences Managed by Other Entities

If an AgriLife employee intends to host a conference not managed through AgriLife Conference Services and allowing international participation, the host will contact AgriLife Risk and Compliance to work through any potential export controls concerns. RPS will be conducted by AgriLife Risk and Compliance as well as working with the host in ensuring no further export controls compliance action items are needed in relation to such conference.

8.3 PROCUREMENT

AgriLife employees making international purchases with procurement cards or under unit delegation will be responsible for ensuring such transactions comply with export control laws and regulations, as well as coordinating with AgriLife Risk and Compliance to resolve any export control issues prior to the purchase. Units should contact AgriLife Risk and Compliance to conduct RPS prior to an international purchase if feasible.

International purchases coordinated through AgriLife Procurement will be forwarded internally to AgriLife Risk and Compliance to conduct RPS. Additionally, language indicating the need for vendors to provide AgriLife Risk and Compliance with applicable export control classification numbers and/or indicate that the item to be purchased is export controlled will be added to terms and conditions documents routed through AgriLife Procurement. Items to be purchased identified through risk–based monitoring plans will also be forwarded by AgriLife Procurement to AgriLife Risk and Compliance to aid in identification of potentially export–controlled items. Corresponding TCPs will be implemented if deemed necessary based upon the corresponding export control–related risk. Contracts will be reviewed for export control–related language, and forwarded to AgriLife Risk and Compliance for additional review if deemed necessary.

If units are unsure of any export controls compliance associated with procurement such as purchasing of export–controlled equipment or items, please contact AgriLife Risk and Compliance.

8.4 NON–SPONSORED AGREEMENTS, NON–SPONSORED CONTRACTS, AND INDEPENDENT CONTRACTORS

A. Non–Sponsored Agreements and Contracts

For contracts (such as Memorandum of Understandings, Memorandum of Agreements, or MTAs) processed through AgriLife Contracts, RPS will be conducted on all international sponsors, and such agreements will be assessed for export control implications. AgriLife Contracts will notify AgriLife Risk and Compliance by forwarding agreements and non–sponsored contracts so RPS and export control assessments can be conducted. AgriLife Risk and Compliance will return such agreements to AgriLife Contracts as notification of the
completed RPS and assessment. Records will be kept in accordance with Section 11, Recordkeeping.

B. Independent Contractors

For independent contractor requests processed through AgriLife Contracts, RPS will be conducted for international independent contractors before the work and transaction processes take place. Units are required to complete AG-106, Independent Contractor Status Certification, when requesting approval of independent contractors. AgriLife Procurement and Contracts will notify AgriLife Risk and Compliance by forwarding completed AgriLife form AG-106—before approved—so RPS can be conducted. AgriLife Risk and Compliance will return AG-106 to AgriLife Procurement and Contracts as notification of the completed RPS. Records will be kept in accordance with Section 11, Recordkeeping.

Section 9.0 | Technology Commercialization

TAMU Technology Commercialization (TC) has developed, implemented, and maintained procedures to address the export control implications of their work, including procedures related to RPS, invention disclosure screening, etc. All new AgriLife technology disclosures will be reviewed by AgriLife Risk and Compliance, and other offices as appropriate. Any potential export-controlled issues will be referred to AgriLife Risk and Compliance or appropriate A&M System member compliance office for recommended handling.

Section 10.0 | Shipments

It is the responsibility of AgriLife employees who are shipping items outside or inside the U.S. (including hand-carrying items such as research equipment, computers, materials, data, or biological materials) to comply with export control laws and regulations. Any transfer of project information, equipment, materials, or technology out of the U.S. by any method may be subject to export control restrictions, and may require an export license or be prohibited depending on the item, destination, recipient, and end-use. Even if an item is cleared through U.S. Customs, it may still require an export control license. Contact AgriLife Risk and Compliance with assistance in shipping.

The simple act of sending a package to a foreign collaborator can result in a violation of export controls. Also, shipping to countries subject to embargoes\(^\text{10}\) must first be cleared by AgriLife Risk and Compliance. Department/unit personnel who are responsible for shipping packages out of the country should obtain a list of contents before shipping, and contact AgriLife Risk and Compliance with any questions.

Every effort should be made to correctly label a package and accurately represent the classification of the item because mislabeling and misclassification, regardless of intent, is a violation of the law. Under-invoicing or under-valuing an exported item is a violation of law, or reporting an incorrect export value on a Shippers Export Declaration also violates export regulations.

A shipping decision tree is available in Appendix B of this manual for shipping-related questions and concerns. Any potential export control issues regarding shipping should be referred to AgriLife Risk and Compliance for assistance and resolution.

\(^{10}\) See OFAC’s Sanctions Program and Country Summaries at [http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx) for the most current list of embargoed countries and U.S. sanctions.
Section 11.0 | Recordkeeping

Records required to be maintained by export control laws and regulations will be kept for the longer of:

A. the record retention period required by the applicable export control regulations (see 15 C.F.R. Part 762 (EAR); 22 CFR Sections 122.5, 123.22, and 123.26 (ITAR); and 31 CFR 501.601 (OFAC), or

B. the period required for the retention of records as set forth in System policies and regulations, university and agency rules/procedures, and the System records retention schedule.

Records will be maintained by AgriLife Risk and Compliance or other AgriLife Administrative Services or TAMU offices, as appropriate.

Unless otherwise provided for, all records indicated herein will be maintained consistent with the AgriLife record retention policy, and must be retained no less than five (5) years after the project’s TCP termination date or license termination date, whichever is later (subject to any longer record retention period required under applicable regulations). AgriLife Risk and Compliance export controls records will be maintained in Laserfiche.

Section 12.0 | Training

The A&M System provides an online training course via Single Sign On, TrainTraq Course #2111212, Export Controls and Embargo Training. Although this training is currently not required for all employees (except as those instances provided below), TrainTraq Course #2111212 is highly recommended because it is ultimately the individual’s responsibility to comply with export control laws, regulations, policies, rules, and procedures.

AgriLife employees with managerial or supervisory authority over foreign persons or projects involving controlled information or controlled physical items are required to take TrainTraq Course #2111212, basic export control online training course at least once every two (2) years. AgriLife unit/department heads, resident directors, and those hosting visiting scholars are required to take the online training course at least once every two (2) years. Additionally, the information security awareness training program delivered via TrainTraq includes an export control component, and is required for all AgriLife employees. Depending on the nature of an individual’s activities and/or job functions, an AgriLife employee may be required to take TrainTraq Course #2111212, basic export control online training and/or supplemental export control training as deemed appropriate by the individual’s supervisor and/or the empowered official.

In conjunction with AgriLife Information Technology, AgriLife Risk and Compliance has developed an online training video (and corresponding resources) tailored specifically to AgriLife employees traveling internationally with electronic devices. Although this training is not required at this time, it is highly recommended. Contact AgriLife Risk and Compliance for direct instructions in accessing this training.

Additionally, face-to-face training opportunities will be made available to AgriLife employees in efforts to raise awareness and further explain employee responsibilities. Contact AgriLife Risk and Compliance to schedule face-to-face training sessions.
Section 13.0 | Internal Audit and Monitoring

To assist departments/units in complying with export control procedures, the AgriLife Internal Management Review Team may conduct periodic reviews as deemed appropriate. Additionally, this team will also conduct periodic self-assessments of the AgriLife Export Controls Compliance Program.

Section 14.0 | Information Technology: Protection of Export-Controlled Electronic Documents

A. AgriLife Employee Responsibilities

AgriLife employees shall not:

- electronically store export-controlled documents on “cloud servers” (e.g. iCloud, DropBox, Google Drive, Microsoft SkyDrive); or

- allow unauthorized second-party access to export-controlled electronic documents.

AgriLife employees shall strictly adhere to protocols outlined in technology control plans assigned to specific projects, items, and/or information to protect unauthorized access—inclusive of electronic data protection—of such items. Further information technology requirements and responsibilities are contained in AgriLife Information Technology Procedures:

- AgriLife Extension Service Procedure 29.01.03.X0.01, Information Resource Procedures
- AgriLife Research Procedure 29.01.03.A0.01, Information Resource Procedures
- TVMDL Procedure 29.01.03.V1.01, Information Security, Computer Use, and Software Installation/Use

B. AgriLife People On-Boarding System

AgriLife Risk and Compliance will receive automatic email notification—via the AgriLife People on-boarding information technology system—of a department/unit’s intent to authorize international persons access to AgriLife Information Technology resources (such as, but not limited to email and file server services). Once notification is received, AgriLife Risk and Compliance will verify that the employment screening process has been completed, as well as verify no export controls concerns were identified during the screening process (such as but not limited to access to export-controlled information).

Section 15.0 | Possible Violations

Each AgriLife employee has the responsibility to report possible violations of U.S. export control laws or regulations. Suspected violations should be reported by one of the following methods:

1. AgriLife Risk and Compliance at (979) 845-7879 (Empowered Official: Agency Director or Assistant Director for Risk and Compliance); or

Possible violations of U.S. export control laws or regulations will be investigated by the empowered official, to the extent deemed necessary. The empowered official is authorized by the agency director to suspend or terminate a research, teaching, testing, or other activity if the empowered official, or designee, determines that the activity is not in compliance or will lead to noncompliance with export control laws and regulations. The empowered official may determine whether notification to an appropriate government agency is required. All such decisions will be communicated to the agency director prior to implementation.

Section 16.0 | Disciplinary Actions

There are severe institutional and individual sanctions for violations of export controls laws, including the loss of research funding, loss of export privileges, as well as civil and criminal penalties up to and including imprisonment. In the event of non-compliance with processes set forth in this manual or corresponding A&M System policies and regulations, agency rules and procedures, or college guidelines, AG-716, Non–Compliant Explanation, will be completed and forwarded to the corresponding unit head and agency director. Additionally, employees may be subject to disciplinary action up to and including termination in accordance with AgriLife rules and A&M System policies and regulations.
Related Statutes, Policies, or Requirements

Export Administration Regulations (EAR) 15 CFR Parts 700-799

International Traffic in Arms Regulations (ITAR) 22 CFR Parts 120-130

Office of Foreign Assets Control (OFAC) 31 CFR Parts 500-599

System Policy 15.02, Export Controls

AgriLife Extension Service Rule 15.02.99.X1, Export Controls

AgriLife Extension Service Procedure 15.02.99.X1.01, Export Controls

AgriLife Research Rule 15.02.99.A1, Export Controls

AgriLife Research Procedure 15.02.99.A1.01, Export Controls

TVMDL Rule 15.02.99.V1, Export Controls

TVMDL Procedure 15.02.99.V1.01, Export Controls

College of Agriculture and Life Sciences Guideline, Visiting Scholars, Scientists, or Interns (Domestic and International)

AgriLife Extension Service Procedure 15.99.99.X0.01, Visiting Scholars, Scientists, or Interns (Domestic and International)

AgriLife Research Procedure 15.99.99.A0.01, Visiting Scholars, Scientists, or Interns (Domestic and International)

TVMDL Procedure 15.99.99.V0.01, Visiting Scholars, Scientists, Externs, or Interns (Domestic and International)

AgriLife Extension Service Procedure 24.01.99.X0.01, International Travel

AgriLife Research Procedure 24.01.99.A0.01, International Travel

TVMDL Procedure 24.01.99.V0.01, International Travel

AgriLife Extension Service Procedure 29.01.03.X0.01, Information Resource Procedures

AgriLife Research Procedure 29.01.03.A0.01, Information Resource Procedures

TVMDL Procedure 29.01.03.V1.01, Information Security, Computer Use, and Software Installation/Use
Appendix A | Glossary

Controlled Information—Information about controlled physical items, including information which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled physical items, and may be released through visual inspection, oral exchanges, or the application of personal knowledge or technical experience with controlled physical items. It also includes information in the form of blueprints, drawings, photographs, plans, instructions, and documentation. Further included in this definition are non-physical items (software and algorithms, for example) listed under EAR and ITAR. (See 15 CFR Parts 730-774 and 22 CFR Parts 120-130 for further details.)

Controlled Physical Items—Controlled physical items are dual-use technologies listed under EAR and defense articles listed on ITAR’s USML. (See 15 CFR Parts 730-774 and 22 CFR Parts 120-130 for further details.)

Deemed Export—A release of technology or source code to a foreign person in the United States. A “deemed export” is considered an export to the country of nationality of the foreign person.

Defense Article—Any item or technical data designated on the United States Munitions List. See ITAR, 22 CFR §121.1.

Defense Service means:

1. The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing, or use of defense articles;

2. The furnishing to foreign persons of any technical data controlled under the USML (see ITAR, 22 CFR §120.10), whether in the U.S. or abroad; or

3. Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the U.S. or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice (See also ITAR, 22 CFR §124.1).

ECCN—The Export Control Classification Number (ECCN) is the number assigned to each specific category of items or technology listed specifically on the Commerce Control List maintained by the U.S. Department of Commerce, Bureau of Industry and Security. Commodities, software, and technology that do not fit into a specific ECCN are classified as “EAR99” and, while they may be exported to most destinations, may still be controlled for export to certain sanctioned entities or a few prohibited destinations.

Exempted International Visitor—Exempted international visitors are international visitors who are visiting if no honorarium or reimbursement of expenses will occur and if one or more of the following conditions exist with respect to the anticipated visit of the International Visitor:

1. meet with colleagues to discuss a research project or collaboration,

2. tour labs or research facilities that are not otherwise restricted under U.S. export control laws, or

3. participate in general academic or scientific meetings, presentations, or interviews.
Export—An export occurs when a controlled physical item or controlled information is transmitted outside the U.S. borders, or when a controlled physical item or controlled information is transmitted to a foreign person in the U.S. When a controlled physical item or controlled information is transmitted to a foreign person in the U.S., it is known as a deemed export.

The term “export” is broadly defined. It generally includes:

1. actual shipment of any controlled physical items;
2. the electronic or digital transmission of any controlled information;
3. any release or disclosure, including verbal disclosures and visual inspections, of any controlled information; or
4. actual use or application of controlled physical items or controlled information on behalf of or for the benefit of a foreign entity or person anywhere. Complete definitions of the term “export” are contained in the federal regulations.

Foreign National/Foreign Person—Any person other than a U.S. citizen, a lawful permanent resident of the United States (i.e., a “green card” holder), or a “protected individual” as defined in 8 U.S.C. §1324b (c) (1 & 2) (e.g., refugees or persons seeking asylum). For export control purposes, a foreign person includes any individual in the U.S. in nonimmigrant status (i.e., H-1B, H-3, L-1, J-1, F-1, B-1, Practical Training) and individuals unlawfully in the U.S.

A foreign person is also any branch of a foreign government or any foreign corporation or group that is not incorporated or organized to do business in the U.S.

For export control purposes, a foreign person is not an individual who is a U.S. citizen, lawful permanent resident of the U.S., a refugee, a person protected under political asylum, or someone granted temporary residency under amnesty or Special Agricultural Worker provisions.

International Visitor—Foreign persons having a residence in a foreign country, who are not employees of AgriLife, and are coming to AgriLife on a temporary basis as a result of a verbal or written invitation made to the foreign person by a faculty member, researcher, or administrator of AgriLife. See AgriLife procedures indicated in section 5.1 for delineation between exempt and non-exempt qualifications.

Knowledge—When referring to a participant in a transaction that is subject to the EAR, knowledge (the term may appear in the EAR as a variant, such as “know,” “reason to know,” or “reason to believe”) of a fact or circumstance relating to the transaction includes not only positive knowledge that the fact or circumstance exists or is substantially certain to occur, but also an awareness that the existence or future occurrence of the fact or circumstance in question is more likely than not. Such awareness is inferred, inter alia, from evidence of the conscious disregard of facts and is also inferred from a person’s willful avoidance of facts.

Manufacturing License Agreement—An agreement whereby a U.S. person grants a foreign person an authorization to manufacture defense articles abroad and which involves or contemplates:

1. the export of ITAR controlled technical data or defense articles; or
2. the use by the foreign person of ITAR controlled technical data or defense articles previously exported by a U.S. person. (ITAR, CFR §120.21)

**Material Transfer Agreements (MTAs)**—A contract that governs the transfer and use of tangible research materials.

**Non-Disclosure Agreements (NDAs)**—A contract governing the use and disclosure of confidential and proprietary information.

**Re–Export**—The transfer of articles or services to a new or different end–use, end–user, or destination.

**Release**—Technology or software is “released” for export through:

1. visual inspection by foreign persons of U.S.–origin equipment, facilities, or documentation;
2. oral or written exchanges of information in the U.S. or abroad; or
3. the application to situations abroad of personal knowledge or technical experience acquired in the U.S.

**System Member(s)**—Refers to all members of The Texas A&M University System.

**Technology**—Specific information necessary for the “development,” “production,” or “use” of a product. The information takes the form of “technical data” or “technical assistance.”

**Technical Assistance**—May take forms such as instruction, skills training, working knowledge, and consulting services. Technical assistance may involve the transfer of “technical data.”

**Technical Assistance Agreement (TAA)**—An agreement for the performance of ITAR–controlled defense services or the disclosure of ITAR–controlled technical data. (22 CFR § 120.22)

**Technology Control Plan (TCP)**—A TCP lays out the requirements for protecting export–controlled information and equipment for projects conducted at AgriLife. AgriLife has developed a TCP template for use on such projects.

**Technical Data**—Includes information “required for” the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of defense articles. It may take the form of blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals, and instructions written or recorded on other media or devices such as disk, tape, and read–only memories.

**Trip Leader**—AgriLife employees who conduct an international field trip or short program abroad and are accompanied by a group of students, either graduate, and/or undergraduate.

**Use**—Operation, installation (including on–site installation), maintenance (including checking), repair, overhaul, and refurbishing.

**Virtual Private Network**—A secure method of connecting to a private network at a remote location, using the internet or any unsecure public network to transport the network data packets privately, with encryption.
**Visiting Scholar Host**: The AgriLife employee who extends the offer, secures approval for visits, and takes responsibility for overseeing and monitoring the visiting scholar when that individual is accessing AgriLife facilities and AgriLife resources.
Appendix B | Decision Making Trees

Export Control Decision Making Tree for Administration of Contract Provisions of Concern

Further review of this contract or project for export control compliance or development of a TCP is necessary.

Please contact AgriLife Risk and Compliance.

p. 979-845-7879
agrilifeas.tamu.edu/risk-compliance
Appendix B | Decision Making Trees

Export Control Decision Making Tree for International Visitors

PURPOSE OF INVITATION

- Will the visitor have any involvement on a research project or collaboration, or have access to labs and research facilities to observe or conduct research? NO

- Will the visitor be issued TAMU/AgriLife ID card, keys to offices or labs, or given access to TAMU/AgriLife computing system in any way or manner? NO

- Will the visitor receive payment of honorarium, reimbursement of expenses, or given something of value? NO

- Will the visitor meet with colleagues to discuss a research project or collaboration in which he/she is not actively working, and there is no exchange of controlled information or technology? NO

- Will the visitor tour labs or research facilities that are not otherwise controlled per se? NO

- Will the visitor participate in general academic or scientific meetings, give lectures, presentations, or seminars? (Cannot be part of discussions where there is an exchange of controlled information or technology.) NO

Contact AgriLife Risk and Compliance for appropriate RPS procedures.

NOTE

FIDUCIARY RESPONSIBILITY OF ALL EMPLOYEES WHO INVITE AN INTERNATIONAL VISITOR

Screening and approval is required prior to visit.

Notify AgriLife Risk and Compliance to seek approval by completing AG-713

AG-713 is not required unless the initial terms or intent of the visit changes. Any changes should be communicated to AgriLife Risk and Compliance. However, hosts shall contact AgriLife Risk and Compliance to conduct RPS.

*See Section 5 of this manual
Appendix B | Decision Making Trees

Workflow Approval for Visiting Scholars/Scientists

Approval of Visitor Exchange Programs (Scholars/Scientists)
Workflow Determinations | February 2015

- **Department/Host**
  - Requests completed AG-713/5V5

- **AgriLife Risk and Compliance**
  - For 06, 07, 20, and 02 (when the visitor will be put on payroll) host ADLOCs, AgriLife Risk and Compliance conducts reviews
  - AgriLife Risk and Compliance forwards requests by 02 host ADLOCs where the visitor will not be put on payroll to TAMU VPR for approval

- **02 ADLOC Host (visitor will be put on payroll)**
  - **YES**: Approves and sends to the unit, IFSS, and copy to AgriLife Risk and Compliance (if TAMU VPR is approving)
  - **NO**: **STOP**

- **TAMU VPR**
  - **YES**: Approves
  - **NO**: **STOP**

- **Department/Host**
  - Provides offer letter and AG-718 executed to AgriLife Risk and Compliance. Continues to complete further authorization processes with IFSS, etc.
Appendix B | Decision Making Trees

Export Control Decision Making Tree for Shipping

Is the item going to an embargoed destination?

Yes  No

This shipment could be prohibited; contact AgriLife Risk and Compliance.

Is the item controlled* for export control purposes?

YES  NO

The item is controlled* for ITAR purposes; contact AgriLife Risk and Compliance.

Do any general prohibitions apply to this shipment (countries, uses, or other restrictions)?

Yes  No

Do any exemptions* apply?

Yes  No

The item is eligible to ship as “No License Required (NLR)*. Retain all documents that led to this determination, and proceed with shipment.

Contact AgriLife Risk and Compliance.
**Appendix C | AG-710**

---

### International Travel Export Controls Certification

This form does not serve as a blanket for all activities, and must be submitted with each instance of request or certification.

**Traveler ADLOC:**
- College
- AgriLife Extension
- AgriLife Research
- TVMDL

#### Section I: Certifying Individual and Scope of Trip

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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</table>

**Scheduled Trip:**

<table>
<thead>
<tr>
<th>Location</th>
<th>Department or Unit</th>
<th>Concur Request #</th>
<th>Trip Dates</th>
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<tbody>
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</tbody>
</table>

### Trip Purpose, Scope of Interaction, and Information to be Exchanged:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Information to be taken abroad and exchanged with foreign individuals/entities is in the public domain.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>The purpose of this trip is to attend a conference or scientific meeting.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>The purpose of this trip is to conduct research.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>The purpose of this trip is to meet with colleagues to discuss potential research collaborations.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>The purpose of this trip is to conduct a study abroad course.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>The purpose of this trip is to present a seminar.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>I currently have a Technology Control Plan, or am listed on a Technology Control Plan.</td>
</tr>
</tbody>
</table>

If yes to any of the above, please list any individuals and entities (including conference titles) with whom you will interact.

---

### Section II: Certification Determination (Items and Information to be taken Internationally)

| Yes | No | I will be traveling with export-controlled items/information, and will work with AgriLife Risk & Compliance to obtain approvals/licenses. |

If "yes," continue to Section IV.

| No | I will not be traveling with export-controlled items/information and/or an export control exemption applies. Continue Section III. |

---

### Section III: Continued from Section II, if answered "yes."

The export of items, technology, commercial software, and encryption code is subject to export control regulations. The Department of Commerce’s Export Administration Regulations (EAR) makes an exception to licensing requirements for the temporary export or re-export of certain items, technology, or software for professional use as long as the criteria to which you are certifying below are met. The exception does not apply to any EAR satellite or space-related equipment, components, or software, or to any technology associated with high-speed encryption products. In addition, this exception does not apply to items, technology, data, or software regulated by the Department of State’s International Traffic in Arms Regulations (ITAR), or when traveling to Iran, Syria, Cuba, North Korea, or Sudan. Additionally, note that this exception does not apply to information contained on the item itself such as but not limited to research data. By my signature below, I certify that:

1. I will ship or hand-carry the items, technology, or software to a government only.
2. I will return the items, technology, or software to the U.S. on ________________ which is no later than 12 months from the date of leaving the U.S. unless the items, technology, or software are certified by me to have been consumed or destroyed abroad during this 12 month period.
3. I will ship or hand-carry the items, technology, or software to Iran, Syria, Cuba, North Korea, or Sudan.
4. I will keep the items, technology, or software under my "effective control" while abroad (defined as retaining physical possession of the item or keeping it secured in a place such as a hotel safe, a bonded warehouse, or a locked or guarded exhibition facility).
5. I will take security precautions to protect against unauthorized release of the technology while the technology is being shipped or transmitted and used abroad such as:
   a. Use of secure computer only when accessing email and other business activities that involve the transmission and use of such technology;
   b. Use of password systems on electronic devices that store technology; and
   c. Use of personal firewalls on electronic devices that store the technology.
6. I will promptly notify AgriLife Information Technology (first-call@tamu.edu; 979-885-5737) and AgriLife Risk and Compliance (risk-compliance@ag.tamu.edu; 979-845-7870) in the event any items or information I'm traveling with are stolen.
7. No information contained within or accessed with the item to be taken as a "tool of the trade" and/or to be shared while traveling internationally is export-controlled, proprietary in nature, unpublished information, confidential information, personal information including but not limited to student data, etc.

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### Section IV: Certification (REQUIRED)

<table>
<thead>
<tr>
<th>Traveler Signature</th>
<th>Date</th>
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**Date Received by AgriLife Risk and Compliance**

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**Texas A&M AgriLife Risk and Compliance Export Controls Compliance Program Manual**

February 2017 | Page 35 of 62
Appendix D | AG-711

Texas A&M AgriLife
Administrative Services – Risk and Compliance

Texas A&M AgriLife | Technology Control Plan

Statement of Commitment | Texas A&M AgriLife (AgriLife) is committed to export control compliance. It is the policy of AgriLife to comply with United States export control laws and regulations. All employees must be aware of and are responsible for the export control implications of their work, and must ensure that their activities conform to export control laws and regulations. Individuals and the university may be subject to severe penalties for violations of export control laws and regulations, including the loss of research funding, loss of export privileges, as well as criminal and civil penalties.

This project/activity/equipment involves or has the potential to involve the receipt and/or use of Export-Controlled Items, Technology, or Information. As a result, the project/activity comes under the purview of either the State Department’s International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120 – 130) or the Department of Commerce’s Export Administration Regulations (EAR) (15 CFR §§734.8 and 734.9) and/or other export control regulations.

Export-controlled technical information, data, items, software, hardware, biologicals, and chemicals must be secured from use and/or observation by unauthorized foreign nationals. In accordance with U.S. export control laws and regulations, a Technology Control Plan (TCP) is required to prevent unauthorized access and/or use of export controlled items, information, technology, or software. This document serves as a basic template for the minimum elements of a TCP and the safeguard mechanisms to protect against unauthorized access or use. Security measures and safeguards shall be appropriate to the export classification. Contact AgriLife Risk and Compliance at 979.845.7879 for assistance to complete this form.

Establishing a TCP is a multi-step process. The first step is the assessment and approval phase where the principal investigator/responsible individual (“PI”) develops a TCP in coordination with AgriLife Risk and Compliance, and seeks approval of the plan from the PI’s department/unit head, and AgriLife Risk and Compliance. When all approvals have been secured, the PI shall review the TCP with all users, and each user will execute a copy of the briefing and certification form at the end of the TCP outlining individual responsibilities for handling export controlled technology, information, and/or items. When all users, including the PI, have executed the TCP briefing and certification, the PI submits all signed documents to AgriLife Risk and Compliance, and retains copies for their files, and implements the TCP. It is the PI’s responsibility to notify AgriLife Risk and Compliance of any anticipated changes to the TCP (e.g., personnel, scope of work, safeguards, etc.). All records relating to this TCP will be retained for at least five years from the date this TCP is no longer necessary to protect these items, technology, and/or information. Records will be maintained in accordance with the AgriLife record retention policy and 15 C.F.R., Part 762 (EAR); 22 C.F.R. §§122.5, 123.22, and 123.26 (ITAR); and 31 C.F.R. §501.601 (OFAC).

AgriLife TCP #__________
Title of Project or Activity (describe project, activity, or equipment subject to TCP):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Identification of Sponsor and relevant project number:

________________________________________________________________________

Principal Investigator/Responsible Individual:

Name  Email  Phone

Identified Export Control Classification Number (ECCN) or ITAR Category:
If you do not have an ECCN or ITAR Category, contact your sponsor or program manager for this vital
information. This form cannot be processed without the applicable ECCN or the ITAR Category.

Briefing Requirement  The Principal Investigator/Responsible Individual is required to brief his or her
staff on the requirements of this TCP.

1. Personnel  Clearly identify every person, including their country of citizenship, who may have
authorized access to the controlled information, technology, or item. Attach additional sheets if
necessary. Any change in personnel will require an amendment of this plan as described below in
Section 5. On departure of any of the personnel described below, appropriate measures must be
implemented to secure the subject matter of the TCP, including collecting all keys and updating access
controls. Please print.

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<tr>
<th>Name</th>
<th>Citizenship</th>
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2. Personnel Screening Procedures  All persons who may have access to export-controlled items,
information, and/or technology must be listed on the TCP, and undergo Restricted Party Screening
using export control screening software licensed by TAMU. Screening results will be maintained as part
of this TCP.

AgriLife TCP #__________
3. **Physical Security Plan** | Data and/or items, technology must be physically shielded in secured lab spaces to prevent observation or possession by unauthorized individuals or during secure time blocks when observation by unauthorized persons is prevented. This would pertain to laboratory management of “work-in-progress.”

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<th><strong>Location</strong> (include building and room numbers, lab name, etc.)</th>
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**Physical Security** | Provide a description of your physical security plan designed to protect the item/technology from unauthorized access or unauthorized removal of technical information, data, items, software, hardware, biologicals, or chemicals (e.g., secure doors, limited access, security badges, locked desks or cabinets, secure computers, marking all physical items, etc.):

|                                                               |
|                                                               |
|                                                               |
|                                                               |
|                                                               |
|                                                               |
|                                                               |
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**Item Storage** | Both soft and hard copy data, notebooks, reports, and research materials are stored in locked cabinets; preferably in rooms with key-controlled access. Equipment or internal components and associated operating manuals and schematic diagrams containing “export-controlled” technology are to be physically secured from unauthorized access:

|                                                               |
|                                                               |
|                                                               |
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**Servicing of Item** | Provide a description of how this item will be serviced or repaired during its lifetime, and how custodial and related services will be addressed, including disposal and destruction:

|                                                               |
|                                                               |
|                                                               |
|                                                               |
|                                                               |
|                                                               |
|                                                               |
|                                                               |
Appendix D | AG-711

Janitorial Service | Provide a description of how this item will be secured during custodial servicing periods:

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

Destruction or Return of Materials | Describe how the export-controlled materials will be handled at the end of the project or when they are no longer needed (e.g., shredding, file wipes, hard drive destruction, return to sponsor, etc.):

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

4. Information Security Plan | Appropriate measures must be taken to secure controlled electronic information, including User ID’s, password control, SSL, etc. Describe information security safeguards will be used:

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________

5. Amendments | Any changes to the approved plan, including personnel changes and location changes, must be approved in writing.

________________________________________________________________________________________________________________________________________

AgriLife TCP #______________
6. **Training and Awareness Program** | All participants listed on a TCP must complete export control online basic training, sign the Certification for Safeguarding Export Controlled Technology, Information or Items, and be briefed by the PI/Responsible Individual as to the restrictions of this TCP. Additional training is recommended for all individuals listed. Please contact AgriLife Risk and Compliance at 979.845.7879 to schedule additional training.

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<th>Participant Name</th>
<th>Date Export Control Training Completed</th>
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7. By signing this TCP, I certify that I have read and understand all clauses found in this TCP. I certify that all information found in this TCP is accurate and complete to the best of my knowledge.

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<th>Principal Investigator/Responsible Individual</th>
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<table>
<thead>
<tr>
<th>Unit Head</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Approved By (AgriLife Risk and Compliance)</th>
<th>Date</th>
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*Printed Name*

**AgriLife TCP #**__________

*Texas A&M AgriLife Risk and Compliance* | AG-711 Technology Control Plan | Page 5 of 7


Texas A&M AgriLife

Technology Control Plan Briefing and Certification on the Handling of Export-Controlled Information, Items, Technology, and Software

BACKGROUND | The subject matter of the Technology Control Plan (TCP) identified below may involve the use of export-controlled information, technology, items, or software. The International Traffic in Arms Regulations (ITAR), enforced by the Department of State, and the Export Administration Regulations (EAR), enforced by the Department of Commerce, prohibit sending or taking export-controlled information, items, technology, or software out of the U.S. and disclosing or transferring export-controlled information to a Foreign Person inside or outside the U.S. Verbal and visual disclosures are equally prohibited.

- A Foreign Person is defined as any person who is not a U.S. citizen or legal permanent resident of the U.S. There are no exceptions for foreign graduate students or visiting scholars.

Generally, export-controlled means that the information item, technology, and software related to the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, operation, modification, demilitarization, destruction, processing, or use items with a capacity for substantial military application utility requires an export license, or license exception, before it may be physically exported or discussed or disclosed to a Foreign Person. Export-controlled information does not include basic marketing information about function or purpose, general system descriptions, or information concerning general scientific, mathematical, or engineering principles commonly taught in schools, colleges, and universities or information in the public domain. It does not matter whether the actual intended use of export-controlled information is military or civil in nature.

PARTICIPANTS RESPONSIBILITIES | Participants may be held personally liable for violations of the EAR and the ITAR, with significant financial and criminal penalties as a result. With that in mind, it is extremely important that Participants exercise care and caution in using, disclosing, or transferring export-controlled information, items, technology, or software with others inside the U.S. and outside without prior authorization from the appropriate federal agency. For example, Participants must identify who among proposed research project personnel and collaborators are Foreign Persons. If a Foreign Person does not have security clearance, the State Department or the Department of Commerce (depending on whether the ITAR or the EAR controls the technology) must grant a license authorizing that person access to export-controlled information. Participants must secure access to export-controlled information, items, technology, or software to prevent unauthorized access or use. They must clearly identify export-controlled information, items, technology, or software and make copies of export-controlled information only when absolutely necessary. Participants must securely store export-controlled information in locked filing cabinets, locked drawers, or under password-protected computer files. Participants shall avoid moving export-controlled information from one location to another, if at all possible.

CRIMINAL/CIVIL LIABILITY AND PENALTIES | The penalty for unlawful export and disclosure of export-controlled information under the ITAR is up to two (2) years imprisonment and/or a fine of one hundred thousand dollars ($100,000). The penalty for unlawful export and disclosure of information controlled under the EAR is the greater of either a fine of up to one million dollars ($1,000,000) or five (5) times the value of the exports for a corporation and imprisonment of up to ten (10) years and/or a fine of up to two hundred fifty thousand dollars ($250,000) for an individual. It is very important to remember that individuals may be held personally liable for export control violations even when performing a project that is funded through AgriLife.

AgriLife TCP #__________
**Certification**

- I hereby certify that I have read and understand this Briefing and Certification. I understand that I could be held personally liable if I unlawfully allow access to or disclose, regardless of form or format, export-controlled information, technology, software, or items to unauthorized persons.

- I understand that the law makes no specific exceptions for non-US students, visitors, staff, postdocs, or any other person not pre-authorized under a TCP to access export-controlled information, technology, software, or items.

- I also acknowledge that I have read the AgriLife Technology Control Plan for this project/activity, and have discussed the plan with my supervisor (if not the PI / Responsible Individual), and that I agree to comply with the requirements in the TCP.

- Furthermore, I have taken the System’s Export Control Training as set forth in the TCP, and as prescribed by AgriLife Rule 15.02.99.A(X)1 Export Controls. I agree to immediately contact AgriLife Risk and Compliance at 979.845.7879, with any questions I may have regarding the designation, protection, or use of export-controlled information, technology, software, or items.

<table>
<thead>
<tr>
<th>Participant Name</th>
<th>TCP Number</th>
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<table>
<thead>
<tr>
<th>Participant Signature</th>
<th>Date</th>
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*Print and execute this **Briefing and Certification** for each person who will have access to the export controlled subject matter.*

**AgriLife TCP #____________**

*Texas A&M AgriLife Risk and Compliance | AG-711 Technology Control Plan | Page 7 of 7*
NOTE: AG-712 is for unit/departmental use only. This form should be completed by the unit, and not the vendor, etc.

AG-712 (7/13)
Texas A&M AgriLife
Administrative Services – Risk and Compliance

Restricted Party Screening Request

☐ AgriLife Research  ☐ AgriLife Extension  ☐ TVMDL

Requestor (Name and Unit)  Date

Request to screen:  ☐ Party  ☐ Entity  ☐ Both

Screened Persons (full/all names):

Last Name  First Name  Middle Name

Country (Citizenship)

Screened Entity (i.e., company name, bank name, university name, etc.):

Name

Country

Reason for Screening (full description to include associated PO, wire transfer, visitors, sponsored project number, etc.):

☐ Accounts Receivables  ☐ Other (please explain)

Screened by (AgriLife Risk and Compliance Use Only)

Last Name  First Name  Date (MM/DD/YYYY)

Results:

☐ No results returned

☐ Match – found to be a false positive; requires description of how this hit was determined to be a false positive and (2) secondary screen signature/date

☐ Match – found to be positive; requires secondary screen signature/date.

Reason for determination of false positive (if applicable):

________________________________________________________________________

________________________________________________________________________

Secondary Screen  Secondary Screener Signature

Unit Notification

Attach Restricted Party Screening Results Page
Appendix F | AG-713

EXPORT CONTROLS COMPLIANCE REVIEW | Visitor Exchange Programs and Employment

Request Date: ____________________

Section I: Host/Supervisor

<table>
<thead>
<tr>
<th>Name</th>
<th>ADLOC</th>
<th>Department/Unit</th>
<th>Email</th>
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Research Home (AgriLife or TAMU) | Research Project/Maestro Identification Numbers

Section II: Visitor/Employee Contact

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Country(s)/Citizenship</th>
<th>If not U.S., Visa Status</th>
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Institution Affiliation: __________________________

Address: __________________________

Violation Period – only if completing request for visiting scholar approval (from-through)

Name of institution: __________________________

Institution Address: __________________________

Country: __________________________

Complete the following if the person has been employed by any TAMUS member anytime during the 12 month period preceding the effective date of this appointment/employment.

Please select one:

☐ Visiting Scholar/Scientist (will not be put on payroll)

☐ Visiting Scholar/Scientist (will be put on payroll)

☐ Employee

Continue to Section III.

Section III: Visitor Exchange Program Background and Purpose of Visit

Describe Education and Background (attach CV):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Describe the nature and purpose of the visit and how it relates to research:

________________________________________________________________________

________________________________________________________________________

Identify sources of financial support and funding for scholar during visit. Will the agency receive a bench fee?

________________________________________________________________________

________________________________________________________________________

Section IV: Export Controls and Other Research Related Compliance

☐ Yes ☐ No Activities are covered by an Institutional Review Board (IRB) study

☐ Yes ☐ No Activities are covered by an Institutional Biosafety Committee (IBC) permit

☐ Yes ☐ No Activities are covered by an Animal Use Protocol (AUP)

☐ Yes ☐ No The research or activity is proprietary

Continued to Section IV.
### Section IV Continued:

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**Host/Supervisor Certification:**

I have knowledge of the nature of the proposed visit or employment. The answers I have provided are true and correct to the best of my knowledge and belief. I understand that if any changes are anticipated in the nature or duration of the visit or employment prior approval will be required. I hereby certify that I have read AgriLife/TAMU Procedures 15.99.00.A-X.V, M)0.01, and if I am hosting or employing an international person, I have completed the Export Controls & Embargo Training - Basic Course offered via TrainTraq, and have read System Policy 15.02 Export Controls and AgriLife/TAMU Rule 15.02.99-A(X.V, M)1 Export Controls. As the host/supervisor, I certify that I am not on development or sickness leave and will make every reasonable effort to perform the responsibilities of hosting and supervising the visitor or employee. Additionally, I will ensure that a completed AG-718 is returned to AgriLife Risk and Compliance as well as the Texas A&M University Division of Research.

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<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
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Training Completion Date

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**Section V: Approvals**

**Department/Unit Head:**

<table>
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<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
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After department/unit head approval, route to AgriLife Risk and Compliance for final approvals.

**Dean/Director:**

<table>
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<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
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**This Section for AgriLife Risk and Compliance Use Only**

**Section VI: Restricted Party/Entity Screening**

Date of Screening: __________

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<th>Yes</th>
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<tr>
<th>Screener Name</th>
<th>Signature</th>
<th>Date</th>
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<tr>
<th>Secondary Screener Name (if applicable)</th>
<th>Signature</th>
<th>Date</th>
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</table>
Appendix G | AG-714

Texas A&M AgriLife
Administrative Services – Risk and Compliance

Approval of Reimbursement/Honoraria for Subjected International Visitor

**Note:** Complete this form if international visitors you are hosting are foreign persons having a residence in a foreign country who are not employees or enrolled students of TAMU/AgriLife, and are coming to TAMU/AgriLife on a temporary basis as a result of a verbal or written invitation made to the foreign person by a faculty member, researcher, or administrator of TAMU/AgriLife.

This request is only applicable to international visitors that will not: (1) be involved in a research project or collaboration, and will not have access to laboratories and research facilities for the purposes of observing or conducting research, and or (2) be issued a TAMU/AgriLife identification card, keys to offices or laboratories, or otherwise be given access to the TAMU/AgriLife computing system in any way or manner.

If the international visitor you are hosting falls within any of the above activities, you must not complete this request, but rather AG-713 Approval of Visiting Exchange Program.

__________________________ (Department/Unit) requests authorization to
Reimburse expenses/pay honoraria/pay speaker fee to the below international visitor who does not fall within the
definition of a visiting scholar and who is not involved in an employer/employee relationship with Texas A&M AgriLife.

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<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Name</th>
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<th>Country (Citizenship)</th>
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<th>Foreign Employer’s Name</th>
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Describe the purpose of the visit:

__________________________

Texas A&M AgriLife Administrative Services | AG-714 Approval for Reimbursement/Honoraria for Subjected International Visitor
Appendix G | AG-714

Indicate intended payment:  [ ] Speaker Fee  [ ] Reimbursement of Expenses  [ ] Honoraria

Host Faculty Member:

Name _______________________________ Signature _______________________________ Date _______________________________

This section to be completed by AgriLife Risk and Compliance (attach RPS screening):

[ ] Yes  [ ] No  Passed RPS for person

[ ] Yes  [ ] No  Passed RPS for home institution or current employment

[ ] Yes  [ ] No  Any restrictions? If yes, explain:

________________________________________________________________________

________________________________________________________________________

Screener Name _______________________________ Signature _______________________________ Date _______________________________
Appendix H | AG-716

AG-716 (7/13)
Texas A&M AgriLife
Administrative Services – Risk and Compliance

Non-Compliant Explanation

Date: __________________________

Department/Unit __________________________ Phone __________________________

Name __________________________ Email Address __________________________

Compliance Area

Description of Compliance Issue (include violated TAMUS Policies and/or Regulations; Agency Rules and/or Procedures):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Explanation for the Unauthorized Action:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Explanation of Steps Taken to Avoid Recurrence:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Employee Responsible for Unauthorized Action:

__________________________________________ __________________________
Printed Name Signature and Date

Department/Unit Head:

__________________________________________ __________________________
Printed Name Signature and Date

Director:

__________________________________________ __________________________
Printed Name Signature and Date

Received by AgriLife Risk and Compliance:

__________________________________________ __________________________
Printed Name Signature and Date
Appendix I | AG-718

AG-718 (4/15)
Texas A&M AgriLife
Administrative Services – Risk and Compliance

*Participant’s Institution/Employer* – Name of University/Organization
*Participant* – Name of individual
*Nominator* – AgriLife Host

VISITING SCHOLAR AGREEMENT
BETWEEN

__________________________________________ (“Participant’s Institution/Employer”)

__________________________________________ (“Participant”)

AND

AND

Select Appropriate Agency/College Based Upon Nominator’s AD/LOC

__________________________________________ (the “Participant’s Institution/Employer”), located at

__________________________________________ (the “Participant”), and

Field will automatically populate

a member of The Texas A&M University System (“TAMUS”), and an agency of the State of Texas (acting on its own behalf and on behalf of any other TAMUS member institution or agency participating in the activities described herein) and referred to as “AgriLife”, enter into this Visiting Scholar Agreement (the “Agreement”). AgriLife shall appoint the Participant as a Visiting Scholar/Researcher/Scientist in ___________________________ under the direction of ___________________________________ under the direction of ___________________________ (the “Nominator”). Each of the foregoing (excluding the Nominator) is referred to as a “Party” or collectively as the “Parties”.

In consideration of the mutual promises and covenants described below, the Parties agree as follows:

Section 1. Scope of Agreement

1.1 Purpose of Visit
The visit by the Participant contemplated by this Agreement is of mutual interest and benefit to AgriLife and to the Participant’s Institution/Employer and will further their respective research and scientific objectives in a manner consistent with their individual missions. The Participant shall collaborate with AgriLife personnel at AgriLife’s facilities to:

__________________________________________

__________________________________________

__________________________________________

__________________________________________ (the “Research/Training”).

1.2 Adherence to Policies and Procedures.
The Research/Training shall be performed in accordance with established policies, regulations, and procedures of The Texas A&M University System (“TAMUS”) and AgriLife (or other TAMUS member, as applicable), as well as all applicable state and federal laws and regulations including but not limited to research involving human subjects, laboratory animals, hazardous agents and materials, ethical conduct, safety, and conflicts of interest.

Section 2. Period of Performance
This Agreement shall commence on ___________________, and shall end on ___________________.

AG-718 Visiting Scholar Agreement | Page 1 of 8
unless extended by mutual agreement in writing between the parties, or unless terminated by one of the parties as provided in this Agreement.

Section 3. Consideration and Payment

3.1 Consideration.
The Participant's Institution/Employer shall continue to be the employer of record for the Participant and shall be responsible for all compensation to be paid to the Participant, including but not limited to salary and fringe benefits (e.g., health insurance, leave, retirement, etc.). The Participant's Institution/Employer shall be responsible for paying any and all employment withholding taxes, workers compensation insurance, and governmental assessments. The Participant's Institution/Employer is responsible for the Participant's travel expenses while on assignment at AgriLife. The Parties agree that the anticipated benefits of this collaborative research and training shall constitute sufficient consideration for this Agreement to be considered binding.

3.2 Other Costs.
In addition to the costs described in Section 3.1 above, any other fees and expenses will be paid as described below (select appropriate box):

☐ There will be no charge by AgriLife to Participant's Institution/Employer or Participant as a result of this Agreement.

☐ Participant's Institution/Employer has generously agreed to provide AgriLife an unrestricted gift of $ _______________ to cover laboratory expenses associated with the research and training activities conducted under this Agreement.

☐ Participant's Institution/Employer shall reimburse AgriLife for actual laboratory/supply expenses incurred by AgriLife related to Participant's research and training activities conducted under this Agreement. Expenses incurred may be billed by AgriLife to Participant's Institution/Employer monthly, or as AgriLife deems appropriate (e.g. in lump sum). Payment by Participant's Institution/Employer is due within thirty (30) days after receipt of invoice.

☐ Participant's Institution/Employer shall pay a bench fee to AgriLife in the amount of $ _______________. The bench fee will be billed by AgriLife to Participant's Institution/Employer following the execution of this Agreement. Payment of bench fee by Participant's Institution/Employer is due within thirty (30) days after receipt of invoice.

Failure by Participant's Institution/Employer to timely pay an invoice may result in the termination of this Agreement by AgriLife.

Section 4. Notices

All notices or communications to a Party by another Party shall be sent by registered or certified mail, postage prepaid, or express delivery services to the following respective addresses for each party and shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided.

<table>
<thead>
<tr>
<th>Participant's Institution/Employer Technical Contact</th>
<th>Participant's Institution/Employer Business Contact</th>
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<table>
<thead>
<tr>
<th>AgriLife Technical Contact</th>
<th>AgriLife Business Contact</th>
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<tbody>
<tr>
<td></td>
<td>AgriLife Risk and Compliance</td>
</tr>
<tr>
<td></td>
<td>Johnny Fazzino or Mike McCasland</td>
</tr>
<tr>
<td></td>
<td>2147 TAMU; College Station, TX 77843</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:risk-compliance@ag.tamu.edu">risk-compliance@ag.tamu.edu</a>; 979-845-7879</td>
</tr>
</tbody>
</table>

AG-718 Visiting Scholar Agreement | Page 2 of 8
Section 5. Publicity

None of the Parties shall use the name of the other Parties, nor of any of the names of the other Parties employees or Affiliates, nor any adaptation thereof in any advertising, promotional or sales literature or news release without the prior written consent obtained from the other Party, as applicable in each case. Any marketing, advertisements, or publicity statements referring to the Research/Training results of this Agreement shall be worded so as not to imply, directly or indirectly, endorsement by AgriLife (or other TAMUS member, as applicable) of a specific product or product and shall reflect credit on AgriLife (or other TAMUS member, as applicable), TAMUS, their personnel and activities under this Agreement.

Section 6. Independent Contractor

The Participant will continue to be the assignee and employee of the Participant’s Institution/Employer at all times. AgriLife will exercise administrative control and technical supervision over the Participant’s Research/Training activities during the term of the visit. At no time during the term of this Agreement will Participant be an employee of AgriLife. For the purposes of this Agreement, the Participant’s Institution/Employer and AgriLife are, and shall be deemed to be, independent contractors and not an agent, representative, or affiliate of the other Party. Neither Party shall have authority to make any statements; representations; commitments of any kind; or to take any action which shall purport to be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

Section 7. Confidentiality

7.1 Overview.
A primary reason for the Participant’s presence at AgriLife is the collaborative interaction between the Participant and the AgriLife research and diagnostic community, including faculty, researchers, diagnosticians, and students. During the course of this Agreement, however, the Participant may receive or be exposed to information or material which AgriLife (or other TAMUS member, as applicable) considers confidential or proprietary, or both and which it wishes to be held in confidence by the Participant or Participant’s Institution/Employer, or both. In such situations the following provisions shall apply.

7.2 Confidential Information Defined.
For purposes of this Agreement, “Confidential Information” means nonpublic information that is identified or designated as being confidential or which, in light of the circumstances under which it was disclosed, whether oral or written, is reasonably apparent to the Participant to be considered confidential or proprietary by AgriLife (or other TAMUS member, as applicable). “Confidential Information” includes, without limitation, information which may be contained in materials such as inventions, discoveries, concepts, ideas, methodologies, research data, research results, drawings, plans, programs, software, codifications, models, data, specifications, reports, compilations and may also be in the nature of unwritten knowledge and know-how.

7.3 Obligations & Restrictions.
(a) Except as required by law, the Participant and Participant’s Institution/Employer must receive and hold such Confidential Information in confidence to the same degree of care that Participant’s Institution/Employer uses with its own information of like kind to prevent its disclosure to third parties. Subject to any exception(s) herein, the Participant and Participant’s Institution/Employer hereby agree that, with respect to any Confidential Information that is acquired by Participant during his/her tenure at AgriLife (or other TAMUS member, as applicable), Participant and Participant’s Institution/Employer must:

i. hold the Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of the Confidential Information, except as permitted under this Agreement or with the prior written consent of AgriLife (or other TAMUS member, as applicable);
ii. keep the Confidential Information and any documents created by Participant which incorporate Confidential Information, secure and protected from any use, disclosure or access which is inconsistent with this Agreement;

iii. use the Confidential Information only for research or training purposes as related to Participant’s collaborative efforts at AgriLife (or other TAMUS member, as applicable);

iv. do anything required by AgriLife to restrain a breach of this Agreement or any infringement of AgriLife’s (or other TAMUS member’s, as applicable) rights arising out of this Agreement by any person, whether by court proceedings or otherwise;

v. obtain the written consent of AgriLife, through the AgriLife Director’s Office or Dean (if appropriate), before he/she applies for, or directly or indirectly assist any other person, company or institution to apply for, any patent, design or other industrial or intellectual property or proprietary right in respect of any invention, process, or design that is based on or utilizes the Confidential Information;

vi. not contest or oppose, or attempt to invalidate, any application for or any industrial or intellectual property or proprietary right of AgriLife (or other TAMUS member, as applicable) that is based on or utilizes the Confidential Information; and

vii. not use the Confidential Information to compete against AgriLife (or other TAMUS member, as applicable).

(b) Participant may, however, report to Participant’s Institution/Employer on his/her personally obtained research results. Participant may report on such results only when their disclosure does not lead to acquisition of unpublished AgriLife (or other TAMUS member, as applicable) results or other AgriLife (or other TAMUS member, as applicable) intellectual property by Participant’s Institution/Employer or any third party. All reports containing technical information by Participant to Participant’s Institution/Employer, or to a third party, will be accompanied by an English translation if necessary, which must be reviewed and approved by Nominator in advance of transmittal of any report containing technical information. No other technical information will be transmitted or disclosed by Participant. AgriLife shall have the right to use and disclose all data/research results generated by Participant for any purpose. Participant must comply with any obligation of confidentiality owed to a third party by AgriLife in accordance with the terms and conditions agreed between AgriLife and the third party.

7.4 Period of Confidentiality.

The period of confidentiality shall expire five years from the expiration or termination of this Agreement or the disclosure of the Confidential Information, whichever is longer unless otherwise agreed. Note: The period of confidentiality related to Texas A&M Veterinary Medical Diagnostic Laboratory confidential information such as client information, client results, or diagnostic trends shall remain confidential permanently.

7.5 Exceptions.

The Participant’s Institution/Employer or Participant shall not be obligated to keep as confidential information received from AgriLife (or other TAMUS member, as applicable) if any such information (a) was already in the possession of the Participant’s Institution/Employer or Participant as evidenced by existing documentation, prior to the receipt of the information from AgriLife (or other TAMUS member, as applicable); (b) appears in issued patents or printed publications; (c) which is now or hereafter becomes generally available to the public on a non-confidential basis through no fault or failure to act on the part of the Participant’s Institution/Employer or Participant; (d) is disclosed to the Participant’s Institution/Employer or Participant by third parties having a bona fide right to make such disclosure; or (e) is ordered produced or disclosed by a court or administrative body of competent jurisdiction, the Attorney General of Texas, or otherwise required by law.

7.6 Ownership of Confidential Information.

All Confidential Information disclosed under this Agreement shall remain the property of AgriLife (or other TAMUS member, as applicable). At AgriLife’s request, all Confidential Information received by Participant’s Institution/Employer or Participant in tangible form shall be promptly returned or destroyed.

7.7 No License Granted.

Nothing in this Section 7 shall be construed as an offer to grant or as granting a license to any patent, copyright, know-how, trade secret or other form of intellectual property to any other Party.
Section 8. Publications

8.1 Publishing Rights.
The timing, extent and content of all publications regarding the results of the Research/Training under this Agreement, including those of the Participant, shall be at the discretion of AgriLife and the Nominator.

Section 9. Intellectual Property

9.1 Agreement Intellectual Property Defined.
The term “Agreement Intellectual Property” shall mean, individually and collectively: (a) inventions, discoveries, and/or improvements which are conceived or first reduced to practice, whether or not patentable, in the performance of the collaborative research efforts under this Agreement; and (b) all works of authorship created, prepared and/or developed (including compilations) in the performance of the collaborative research efforts under this Agreement that are the subject matter of copyright under Title 17 of the United States Code.

9.2 Pre-Existing (Background) Intellectual Property.
Each Party retains title to any of its pre-existing intellectual property (e.g., patents; non-patented discoveries and inventions; copyrights; technical know-how; trade secrets; etc.) that it may use or provide for use in these collaborative research efforts. Except as otherwise specifically stated in this Agreement no rights in pre-existing intellectual property are granted by license or otherwise by one party to the other.

9.3 Intellectual Property Rights Arising During Visit.
Title to any Agreement Intellectual Property conceived and/or reduced to practice by the Participant during the course of performing the Research/Training activities described in this Agreement shall be, and are hereby, assigned to TAMUS on behalf of AgriLife (or other TAMUS member, as applicable) in accordance with TAMUS’s Intellectual Property Policy. AgriLife (or other TAMUS member, as applicable) shall own all tangible research results and intellectual property generated by the Participant during his/her tenure at AgriLife, including but not limited to know-how, original data, computer programs, and records of the work and activities performed.

9.4 Duty to Disclose.
Participant shall promptly notify the Nominator and AgriLife of any Agreement Intellectual Property arising out of the performance of the Research/Training activities performed under this Agreement. The Parties shall keep in confidence all information contained in disclosures and notifications relating to Agreement Intellectual Property before and during any period prior to the application for a patent or other legal protection of such Agreement Intellectual Property.

9.5 Rights in Data.
AgriLife (or other TAMUS member, as applicable) shall own all research data, diagnostic data, and information generated by the Participant while he or she is participating in Research/Training activities described in this Agreement. Although owned by AgriLife, AgriLife agrees to make copies of information generated by the Participant's discoveries available to the Participant’s Institution/Employer on a confidential basis through the Participant, to the extent permitted by law or preexisting contractual commitments to third parties, and subject to AgriLife’s Intellectual Property Policy and/or Guidelines.

9.6 Third Party Support.
To the extent the collaborative research efforts under this Agreement are supported by a grant, cooperative agreement, or contract between AgriLife (or other TAMUS member, as applicable) and the U.S. Government or other third party, the Nominator, Participant, and Participant’s Institution/Employer must comply with the intellectual property provisions of such U.S. Government or third-party grant, cooperative agreement, or contract as determined by the AgriLife Director, Executive Associate Director, or Dean (if appropriate).

Section 10. Disputes

10.1 Informal Resolution.
The Parties shall make a good faith effort to resolve in an amicable manner any disputes that may arise from this Agreement.

10.2 Governing Law.
The validity, interpretation, and enforcement of this Agreement shall be governed and determined by the laws of the State of Texas without regard to its conflicts of laws principles.
Appendix I | AG-718

Section 11. Indemnity and Liability

11.1 Indemnity.
The Participant’s Institution/Employer shall defend, indemnify and hold AgriLife (or other TAMUS member, as applicable), its officers, employees, and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Participant’s Institution/Employer or its officers, employees, or agents (including without limitation the Participant).

11.2 Limitation of Liability.
AgriLife (or other TAMUS member, as applicable) shall not be liable to the Participant’s Institution/Employer for direct, indirect, special, consequential, punitive, exemplary, incidental, or other damages (including but not limited to lost revenue, profits, use, data, or other economic loss or damage) however caused and regardless of theory of liability (whether for breach of contract or tortuous acts) arising from, related to, or connected with the Participant’s Institution/Employer’s use of AgriLife (or other TAMUS member, as applicable) scientific or laboratory equipment, data, inventions, copyrights, or other research results provided by AgriLife (or other TAMUS member, as applicable), even if AgriLife (or other TAMUS member, as applicable) was advised of the possibility of such loss or damage and even if such loss or damage results from the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of AgriLife (or other TAMUS member, as applicable).

11.3 Assumption of Risk and Release.
Participant understands and agrees that he/she will not be covered by any health and/or accident insurance while using AgriLife (or other TAMUS member, as applicable) facilities. Participant understands and acknowledges there is a risk of injury from using AgriLife (or other TAMUS member, as applicable) facilities and equipment, including the potential for serious injury. Participant voluntarily assumes the risk of any injuries he/she may incur due to negligence or accidental occurrences while Participant is using AgriLife (or other TAMUS member, as applicable) facilities and equipment. Participant agrees that if he/she is personally injured or suffers any loss of or damage to personal property, Participant will not attempt to claim coverage under any AgriLife (or other TAMUS member, as applicable) insurance policy. Participant agrees to be personally responsible for his/her own acts and for any medical care that may be rendered to Participant. Further, Participant voluntarily assumes the risk of damage to or loss of his/her personal property that may occur during Participant’s use of AgriLife (or other TAMUS member, as applicable) facilities and equipment. Participant, personally and on behalf of Participant’s heirs, personal representatives or assigns, hereby releases, waives, covenants not to sue, indemnifies and holds harmless for any and all purposes AgriLife (or other TAMUS member, as applicable), TAMUS, the Board of Regents for TAMUS, and their respective members, officers, agents, volunteers, or employees (“Releasees”) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney’s fees and expenses, which may occur to Participant as a result of Participant’s activities under this Agreement while on the premises owned, leased, or controlled by Releasees, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of Releasees. This waiver does not apply to injuries caused by intentional or grossly negligent conduct. Participant hereby gives consent for any medical treatment, rescue or evacuation services that may be required (as determined by Releasee staff, medics, emergency personnel, or other medical professionals) during the performance of this Agreement with the understanding that the cost of any such treatment will be Participant’s responsibility. Participant, including Participant’s heirs, personal representatives, or assigns, agrees to indemnify and hold harmless Releasees for any costs incurred to treat Participant, even if Releasee has signed medical care facility documentation promising to pay for the treatment due to Participant’s inability to sign the documentation. Participant, including Participant’s heirs, personal representatives, or assigns, further agrees to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, Releasees from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney’s fees and expenses, that may be sustained by Participant while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of Releasees. This waiver does not apply to injuries caused by intentional or grossly negligent conduct.

Section 12. Compliance

12.1 Compliance.
The Participant and Participant’s Institution/Employer will comply, and Participant’s Institution/Employer will be responsible for Participant’s compliance, with all local, state and federal laws, rules and regulations that apply to the performance of this Agreement, including but not limited to those governing: export control (including but not limited to Export Administration Regulations (15 CFR Part 730, et seq); International Traffic in Arms Regulations (22 CFR Part 120,
et seq); and Foreign Assets Controls (31 CFR Part 500, et seq); animal welfare; human subject research; workplace safety; and handling, storage, use and disposal of biological materials, chemicals, hazardous or radioactive materials. The Participant’s Institution/Employer also will be responsible for the Participant’s compliance with all applicable AgriLife (or other TAMUS member, as applicable) policies while on AgriLife (or other TAMUS member, as applicable) premises.

12.2 Background Check.
The Participant hereby gives AgriLife permission to inquire into his/her education, references, driving record, employment, volunteer history, and criminal background. The Participant further gives permission to the holder of such records to release the same to AgriLife (or other TAMUS member, as applicable). The Participant understands that AgriLife (or other TAMUS member, as applicable) will only use this information for the purpose of this Agreement.

Section 13. Termination

13.1 Convenience.
Performance under this Agreement may be terminated by either Party upon thirty (30) days written notice. Participant’s Institution/Employer will remain liable for any fees/costs due and owing to AgriLife through the date of termination pursuant to Section 3 above.

13.2 Default.
In addition to the termination right set forth above, a Party may terminate this Agreement effective upon written notice to the other Parties, if another Party breaches any of the terms and conditions of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. In the event of an incurable breach, the other Party may terminate this Agreement effective immediately upon written notice to the breaching Party.

13.3 Obligations of Confidentiality and Intellectual Property Terms upon Termination.
Obligations of confidentiality as stated in Section 7 and the intellectual property terms as stated in Section 9 shall survive the termination of this Agreement.


14.1 Entire Agreement and Modification.
This Agreement constitutes the entire agreement between the Parties relative to the subject matter, superseding and cancelling all previous, all prior and contemporaneous oral or written agreements, discussions or understandings related to the subject matter, and may be modified or amended only by a written amendment signed by all Parties.

14.2 No Assignment.
This Agreement will not be assigned in whole or in part, by any Party without the prior written consent of the other Parties. Any attempt to do so shall be void.

14.3 Binding Agreement.
This Agreement is binding upon and will inure to the benefit of the Parties, their representatives, successors in interest, and permitted assigns.

14.4 No Waiver.
The failure of a Party at any time to require performance by another Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by a Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

14.5 Severability.
If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be severed and will not affect the remainder of this Agreement.

14.6 Force Majeure.
If any Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, acts of God, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period of more than thirty (30) days.
The Parties have executed this Agreement on the day and year last specified below:

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<tr>
<th>Participant’s Institution/Employer</th>
<th>Participant</th>
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<td>By:</td>
<td>By:</td>
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<td>(Signature)</td>
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**Nominator (Acknowledgment – Not a Party)**

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Appendix J | AG-723

Texas A&M AgriLife
Administrative Services – Risk and Compliance

Acknowledgement of Restriction of Distribution of Publication (RDP)

Employee ADLOC: [ ] College [ ] AgriLife Extension [ ] AgriLife Research [ ] TVMDL

Principal Investigator/Responsible Employee:

Name _______________________________ Date _______________________________

Department or Unit _______________________________ Phone _______________________________

Email Address _______________________________

Project, Activity, or Agreement Name (Please include the Master identification number.)

Description of Restriction:

This project/activity/agreement involves restrictions of the publication and/or disclosure of confidential or proprietary information. Such information must be secured from use, publication, or observation by unauthorized individuals in accordance with the contractual obligations described below.

Sponsor’s Requirements on Publication and Disclosure/Dissemination of Project Information:

PI Briefing Requirement:

The Principal Investigator/responsible party is required to brief his/her staff on the requirements of this Acknowledgement of Restriction of Distribution or Publication (RDP).
## Project Personnel and Personnel Certifications:

Clearly identify all individuals (including yourself) who may have authorized access to the project/activity/agreement. Each person listed below must sign and date this form to certify that they will comply with the terms of this RDP. Export Control training is required every two years. Please insert the date TrainTraq Course 2111212 was last completed. (Attach additional sheets if necessary)

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<tr>
<th>Full Name</th>
<th>Citizenship</th>
<th>UIN</th>
<th>Training Date</th>
<th>Signature</th>
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*Contact AgriLife Risk and Compliance if there are changes in personnel during the term of this project/activity.*

---

Principal Investigator/Responsible Party

Date

Department/Unit Head Signature

Date

AgriLife Risk and Compliance Signature

Date

*If you need any assistance in completing this form, please contact AgriLife Risk and Compliance at 979-845-7879.*
Appendix K | AG-724

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February 2017 | Page 59 of 62

International Alternate Work Locations Export Controls Certification

This form does not serve as a blanket for all activities, and must be submitted with each instance of request or certification.

Employee ID: [ ] College [ ] AgriLife Extension [ ] AgriLife Research [ ] TVMOL

Certifying individual:

<table>
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<th>Name</th>
<th>Date</th>
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<tr>
<th>Department or Unit</th>
<th>Phone</th>
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<tr>
<th>Mailing Address</th>
<th>Email</th>
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Scheduled Alternate Work Location:

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<tr>
<th>Location</th>
<th>Dates Authorized</th>
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Please include any international individuals/entities of which you will collaborate with while abroad as well as the scope of such interaction and if information to be exchanged is in the public domain.

Section II: Certification Determination (Items and Information to be taken Internationally)

[ ] Yes, I will be traveling with export-controlled items/information, and will work with AgriLife Risk & Compliance to obtain approvals/licenses. If "Yes," continue to Section IV.

[ ] No, I will not be traveling with export-controlled items/information and/or an export control exemption applies. Continue Section III.

Section III: Continued from Section II, if answered "No."
The export of items, technology, commercial software, and encryption code is subject to export control regulations. The Department of Commerce’s Export Administration Regulations (EAR) makes an exception to licensing requirements for the temporary export or re-export of certain items, technology, or software for professional use as long as the criteria to which you are certifying below are met. The exception does not apply to any EAR satellite or space-related equipment, components, or software, or to any technology associated with high-level encryption products. In addition, this exception does not apply to items, technology, data, or software regulated by the Department of State’s International Traffic in Arms Regulations (ITAR), or when traveling to Iran, Syria, Cuba, North Korea, or Sudan. Additionally, note that this exception does not apply to information contained on the item itself such as but not limited to research data. By my signature below, I certify that:

1. I will ship or hand-carry the items, technology, or software to __________________________________________ as a "tool of the trade" to conduct AgriLife business only.
2. I will return the items, technology, or software to the U.S. on ___________________________ which is no later than 12 months from the date of leaving the U.S. unless the items, technology, or software are certified by me to have been consumed or destroyed abroad during this 12 month period.
3. I will not ship or hand-carry the items, technology, or software to Iran, Syria, Cuba, North Korea, or Sudan.
4. I will keep the items, technology, or software under my "effective control" while abroad (defined as retaining physical possession of the item or keeping it secured in a place such as a hotel safe, a bonded warehouse, or a locked or guarded exhibition facility).
5. I will take security precautions to protect against unauthorized release of the technology while the technology is being shipped or transmitted and used abroad such as:
   a. Use of secure connections when accessing email and other business activities that involve the transmission and use of such technology;
   b. Use of password systems on electronic devices that store technology; and
   c. Use of personal firewalls on electronic devices that store the technology.
6. I will promptly notify AgriLife Information Technology (first-call@tamu.edu; 979-865-5737) and AgriLife Risk and Compliance (risk.compliance@ag.tamu.edu; 979-864-7579) in the event any items or information I am traveling with are stolen.
7. No information contained within or accessed with the item to be taken as a "tool of the trade" and/or to be shared while traveling internationally is export-controlled, proprietary in nature, unpublished information, confidential information, personal information including but not limited to student data, etc.

Section IV: Certification (REQUIRED)

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<th>Signature</th>
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AgriLife Risk and Compliance Use Only

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<th>Date Received</th>
<th>By</th>
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Appendix L | 4-H and Extension–Related Entities Exclusions

The following groups are included in the 4-H and Extension–related entities exclusions.

- Master Gardener (including Junior Master Gardener)
- Master Naturalist
Appendix M | Traveling with Laptops

Below are recommended protocols when preparing to travel internationally with laptops.

- Avoid taking laptops if possible.
- Backup any data, and leave a safe copy of any DATA files at office prior to departure.
- If taking a laptop is required then password-protect, encrypt or remove all student, personal, and proprietary information stored on your laptop.
- Make sure the system patches and antivirus is updated and the laptop FIREWALL is turned on.
- Install the TAMU VPN software by going to http://connect.tamu.edu before departure, and utilize a VPN connection at all times while in foreign country.
- Hand carry AG-710.
- If items or information are stolen while traveling abroad, travelers shall promptly contact AgriLife Information Technology (979-985-5737; first-call@tamu.edu) and AgriLife Risk and Compliance (979-845-7879; risk-compliance@ag.tamu.edu).

While traveling, carrying laptops could fall under the temporary license exclusion known as the “tools of the trade” exclusion. EAR makes an exception to licensing requirements for the temporary export or re–export of certain items, technology, or software for professional use as long as the criteria below are met. The exception does not apply to any EAR satellite or space–related equipment, components, or software, or to any technology associated with high–level encryption products. In addition, this exception does not apply to items, technology, data, or software regulated by the ITAR. Note that this license exception is not available for equipment, components, or software designed for use in/by/with most satellites or spacecraft. “Effective control” means retaining physical possession of an item or maintaining it in a secure environment. Temporary exports under the “tools of the trade” license exception (as defined in Appendix B) apply when the laptop, PDA, cell phone, data storage devices, and encrypted software are:

- hand–carried with the individual while traveling;
- carried in the luggage or baggage that travels with the individual; or
- shipped no more than thirty days prior to the individual’s departure or may be shipped to the individual at any time while the individual is outside the country.

Generally, no government export license is required so long as an individual:

- retains his or her laptop computer, PDA, cell phone, data storage devices, and encrypted software under their personal custody and effective control for the duration of travel;
- does not intend to keep these items in these countries for longer than 1 year; and
- is not traveling to an embargoed country.

In conjunction with AgriLife Information Technology, AgriLife Risk and Compliance has developed an online training video (and corresponding resources) tailored specifically to AgriLife employees traveling internationally with electronic devices. Although this training is not required at this time, it is highly recommended. Contact AgriLife Risk and Compliance for direct instructions in accessing this training. You may utilize a wiped laptop, as recommended. However, in doing so, please be aware of the extensive process in preparing such laptops. Note: Contact AgriLife Risk and Compliance a minimum of 2 weeks prior to any trip when requesting a “clean loaner” laptop.
Appendix N | Applicable SRS Procedures

Export control screening of projects/contracts is a two-step process. The first step consists of Project/Contract Screening which involves screening the substance of the project/contract using the Required Assurances form in Maestro. The second step is known as Restricted Party Screening. This involves screening the parties and entities involved on a project/contract using export control screening software licensed by Texas A&M University known as Visual Compliance.

Proposal Stage:
Upon receiving notification from a PI that a proposal is to be submitted, the Proposal Administrator sends to the PI the attached Required Assurances form. The PI then checks “yes” or “no” to a series of questions. Upon receiving the completed form from the PI, the Proposal Administrator, following the form, checks “yes” or “no” on the Proposal Compliance screen in Maestro. (At some point in the near future, it is anticipated that the PI will login directly to Maestro to complete the questions online.) Maestro shall send electronic notifications to the system member point of contact for export controls based upon affirmative answers to these questions.

Contract Stage:
At the contract stage, the Contract Negotiators verify if any updates to the questions completed on the Required Assurances Form at the proposal stage are necessary based upon their review of the proposed agreement.

In addition to the foregoing, a restricted party screening is performed on all contracts and subawards as needed\(^1\). Below are the procedures for performing a restricted party screening:

1. All names (whether company or individual) of the other parties involved in the project/contract are entered into the Visual Compliance Web site search engine using the “Fuzzy Level 4” search criteria.

2. In the event of a positive match resulting from the Visual Compliance search, the individual performing the search will submit the screening results to the System member point of contact for export controls for further review and approval.

3. Each search result performed by SRS from Visual Compliance and any related documentation provided by the System member will be loaded into the appropriate administration database system with its respective record.

\(^1\)Restricted party screenings are performed for all sponsors except state and federal entities, and for all subawardees except for intrasystem agreements and state and Federal subawardees.

Approved: January 11, 2013 by SRS Executive Director.