

## 1. UNITED STATES GOVERNMENT TECHNICAL DATA REQUIREMENTS AND REGULATIONS (Clause F-5.6) (June 2023)

Seller agrees that all applicable laws, regulations, orders and requirements related to import and export controls ("Controls") shall apply to the receipt, use, disposition, transfer, re-transfer, release import, export, resale, diversion, transfer, transshipment or re-export of the property or technical data ("Products") subject to this agreement; including without limitation those of the United States; including but not limited to the following Controls: the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. Chapter 39 Sec. 2751 et seq.); the Export Administration Act of 1979 as continued under the International Emergency Economic Powers Act (Title II of Pub. L. 95--223, 91 Stat. 1626, October 28, 1977); Trading with the Enemy Act (50 U.S.C. Chapter 53 Sec. 4301 et seq. as amended by the Foreign Assistance Act of 1961); Assistance to Foreign Atomic Energy Activities (10 CFR part 810); Export and Import of Nuclear Equipment and Material (10 CFR part 110); International Traffic in Arms Regulations (22 CFR parts 120 et seq.); Export Administration Regulations (15 CFR part 730 et seq.); the Espionage Act (18 U.S.C. Chapter 37 Sec. 791 et seq.); and the regulations administered by the Department of Treasury's Office of Foreign Assets Control (31 CFR parts 500-599); which among other things, prohibit: 1. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the Products; and 2. Any use or disposition, export or re-export of the Products which is not authorized in accordance with the provisions of these conditions.

In no event shall Seller receive, use, dispose, transfer, re-transfer, release, import, export, resell, divert, transfer, transship or re-export Products in violation of said Controls; including such transactions with those who have been denied or debarred from such privileges; and also including any activities that violate U.S. export policies which seek to control nuclear proliferation, missile technology, chemical and biological weapons. Violations of these Controls may result in termination of this agreement and disclosure to the appropriate government jurisdictional authority.

Seller may not under any circumstances transfer, re-transfer, release, export, resell, divert, transfer, transship or re-export Products controlled by the AEA; and may not allow any Non-U.S. Person access to any such Products. If Seller desires to transfer, re-transfer, release, export, resell, divert, transfer, transship or re-export EAR or ITAR Products for any reason, or allow access by any non-U.S. Person, Seller shall first obtain the written consent of Buyer prior to submitting any request for authority to take such action(s), and Seller shall assume the responsibility for first procuring a license or other approval from the U.S. government prior to taking such action.

If the Product to be acquired under the terms of the agreement has an Export Control Classification Number (ECCN) identified on the U.S. Commerce Control List (CCL-15 CFR 774), a Category Listing identified in the U.S. Munitions List (USML-22 CFR 121), or a Tier under the Atomic Energy Act of 1954 (NAP 476.1), Seller must contact Buyer Export Control Department and identify the ECCN, USML Category or AEA Tier for each item prior to delivery thereof, at [export@kcnsd.doe.gov](mailto:export@kcnsd.doe.gov). Seller is required to clearly indicate on a document placed conspicuously inside any shipping packaging or container, the applicable ECCN, if other than EAR99, USML Category Listing, or AEA Tier for the property or technical data.

Seller must have written and verifiable procedures that prescribe controls for limiting access to Export Controlled Products to U.S. Persons, and at a minimum, address: Access Control, Storage, Electronic Transmission, and Destruction of Export Controlled Products as follows: 1. Access Control: a. must be maintained in a secured area to prevent inadvertent release or disclosure to Non-U.S. Persons. b. Non-U.S. Persons), including employees, consultants, visitors, and/or sub-contractors, must be restricted from access through any means (this includes overhearing conversations, observing material or information, or otherwise obtaining access in any way). 2. Storage: Must be stored in a secured area to restrict access from foreign Non-U.S. Persons. 3. Transmission: Information must be sent through a secure method when transmitting electronically (i.e. encryption, password protection, or secure FTP site). 4. Destruction: a. Products must be destroyed when no longer needed; which includes: documents, electronic media, models, materials and test samples (including scrap and in-process scrap) b. Destruction must make said Products unrecognizable and must subsequently be disposed using normal waste processing.

Seller certifies and agrees that:

Seller is not a "Sanctioned Person," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba; Iran; North Korea; Syria; and the Crimea, Donetsk People's Republic, Luhansk People's Republic regions) ("Sanctioned Jurisdictions"); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this transaction and/or Agreement, Seller is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Seller will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Seller will not take any action that would cause Buyer to be in violation of Sanctions Laws.

Seller will not sell, export, re-export, divert, use, or otherwise transfer any Buyer products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Seller will not source any components, technology, software, or data for utilization in Buyer products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Seller's failure to comply with this provision will be deemed a material breach of the Agreement, and Seller will notify Buyer immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Seller agrees that Buyer may take any and all actions required to ensure full compliance with all Sanctions Laws without Buyer incurring any liability.

Unless prohibited by applicable state law, Seller shall indemnify and hold harmless Buyer, its agents, and assignees for any financial loss, penalties or fines resulting directly or indirectly from Seller's violation of the aforementioned Controls or representations and warranties. These clauses are applicable to and shall flow down to all appropriate subcontractors.

Seller acknowledges and agrees to all of the following regarding Fundamental Research: Fundamental Research means basic or applied research in science, engineering, or mathematics, the results of which ordinarily are published and shared broadly within the research community, and for which the researchers have not voluntarily accepted restrictions for proprietary or national security reasons; unless the researchers have voluntarily accepted restrictions for proprietary or national security reasons and such restrictions are removed. Buyer's contract with the U.S. Department of Energy and National Nuclear Security Administration (NNSA) requires Buyer to comply with all applicable U.S. government laws, regulations, directives, policies, etc.; and this requirement is mandatory for Buyer's Contractors. An initial review of each project, and any changes thereto along the way, shall be conducted to determine whether the project meets the above definition of Fundamental Research in accordance with applicable law. The parties shall continually monitor the project to identify any such information and shall report same to the other party in order to mitigate the risk of unauthorized release. NNSA policy further requires a prepublication review; the purpose of which is to ensure there is not any proprietary or national security information published. If during the continued monitoring of the project or during the prepublication review such information is discovered, the parties agree to work together to remove the information while maintaining the integrity of the intended publication to the greatest extent possible. Once the parties mutually agree there is no proprietary or national security information, the university may release the publication within the research community, i.e. the Public Domain. None of the foregoing shall be construed to be a "government contract" and Seller fully acknowledges that the contract is solely between Seller and Buyer.