



**21 Park Avenue  
Hudson, NH 03051  
603-578-9876**

**EXPORT CONTROL:**

(a) SELLER shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2799aa-2, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app 2401-2420, the Export Administration Regulations, 15 C.F.R. 730-774, and regulations of the Office of Foreign Assets Control (31 C.F.R. Parts 500-595). SELLER shall obtain all required export licenses and agreements necessary to perform SELLER's Work, as applicable.

(b) SELLER shall comply with all applicable United States anti-boycott laws and regulations, including but not limited to, the requirements of Export Administration Regulations, 15 C.F.R. 760, and the Internal Revenue Code, 26 U.S.C. 999, including the requirements on reporting anti-boycott requests to the U.S. Government. SELLER shall provide to 603 MANUFACTURING within 30 days of submittal a copy of any anti-boycott report made to the U.S. Government that involves this Contract.

(c) Without limiting the foregoing, SELLER shall not transfer any export-controlled item, data, or services, to include transfer to a person who is not a "U.S. Person" as defined in the ITAR (22 C.F.R. 120.15), without the authority of a United States Government export license, technical assistance agreement, or other authority. The restrictions on the transfer of export-controlled data apply equally to data furnished by 603 MANUFACTURING and to any such data incorporated in documents generated by SELLER. Additionally, no disclosure of data furnished by 603 MANUFACTURING can be made unless and until 603 MANUFACTURING has considered the request and provided its written approval through contractually authorized channels. SELLER will strictly comply with the conditions in any such approval and in the export license or other Government authorization for such disclosure.

(d) Further, a United States Government export license, export agreement, or applicable license exemption or exception shall be obtained by SELLER prior to the transfer of any export-controlled item, data, or services to any U.S. Person that is employed by any "Foreign person" within the meaning of 22 C.F.R. 120.16.

(e) SELLER shall notify 603 MANUFACTURING Procurement Representative if any use, sale, import or export by 603 MANUFACTURING of Work to be delivered under this Contract is restricted by any export control laws or regulations applicable to SELLER.

(f) SELLER shall immediately notify the 603 MANUFACTURING Procurement Representative if SELLER is listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended, or revoked in whole or in part by any government entity or agency.

(g) If SELLER is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, SELLER represents that it maintains an effective export/import compliance program in accordance with the ITAR and it is registered with the United States Office of Defense Trade Controls (unless covered by one of the exemptions set forth in 22 C.F.R. 122.1) as required by the ITAR.

(h) Where SELLER is a signatory under a 603 MANUFACTURING export license or export agreement (e.g., Technical Assistance Agreement, Manufacturing License Agreement), SELLER shall provide immediate written notification to the 603 MANUFACTURING Procurement Representative in the event of changed circumstances affecting said license or agreement.

(i) Failure of the United States Government or any other government to issue any required export or import license, or withdrawal/termination of a required export or import license by the United States Government or any other government, shall relieve 603 MANUFACTURING of its obligations under this Contract. Provided SELLER has diligently pursued obtaining such license and, through no fault of SELLER, such license has been denied, withdrawn, or terminated, SELLER shall also be relieved of its obligation under this Contract. In either event, this Contract may be terminated by 603 MANUFACTURING without additional cost or other liability.

(j) If the technical data required to perform this Contract is subject to the United States International Traffic in Arms Regulations (ITAR), SELLER shall comply with the following:

(1) The technical data shall be used only in performance of Work required by this Contract; and

(2) The data shall not be disclosed to any other person, including lower-tier subcontractors within the same country, unless said person is expressly authorized pursuant to an export license or export agreement.

The restrictions on the disclosure of export-controlled data apply to both data furnished by 603 MANUFACTURING and to any such data incorporated in documents generated by SELLER; and

(3) Any rights in the data may not be acquired by SELLER or any other Non-U.S. Person; and

(4) SELLER shall return, or at 603 MANUFACTURING' direction, destroy all the technical data exported to SELLER pursuant to this Contract upon fulfillment of its terms

(5) Unless otherwise expressly directed by 603 MANUFACTURING, shall deliver the Work only to 603 MANUFACTURING or to an agency of the U.S. Government.

(6) In compliance with ITAR. SELLER is registered with the United States of Defense Trade Controls.