**University of Colorado at Boulder**

**Visiting Scholar/Scientist Export Compliance Agreement**

The University of Colorado at Boulder (“CU-Boulder” or “University”) is committed to full compliance with all applicable U.S. laws and regulations, including those related to export controls. Research and scholarly activities that are subject to U.S. export controls include the physical shipment or transmission of export-controlled equipment—including defense articles—software, materials, or research data from the United States to a foreign country; as well as the release or exposure of controlled technology, data, or software to a foreign national within the United States. The release of controlled technology can occur in a variety of ways, and you should be diligent to avoid exposure to equipment, software, and research results that are not necessary for the completion of your intended and disclosed actions on campus.

The University requires all visiting scholars and foreign scientists to abide by U.S. laws and regulations, including those related to export controls. To prevent inadvertent violation of U.S. export controls, visiting scholars/scientists are not permitted to participate in export controlled, proprietary or confidential research programs without explicit authorization from the CU-Boulder Office of Export Controls. Furthermore, no CU-Boulder employees or students may engage in any activity supporting, formally or informally, the provisions of defense services—which includes providing research results to military organizations—without explicit prior authorization from the CU-Boulder Office of Export Controls.

The University is committed to the free and open exchange of ideas outside of the scope of U.S. export control regulations. Export controls do not apply to discussions surrounding basic and fundamental issues in science, nor to research for which the results will be published and shared broadly within the research community. However, data and analysis associated with research that is proprietary, not intended to be published, and/or conducted under a control plan must be protected as export controlled until the results are authorized for unlimited public release or dissemination.

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**Footnotes:**

(1) *Defense article* means any item or technical data designated in 22 CFR 121.1 (the U.S. Munitions List or “USML”); this includes most space-qualified hardware. The policy described in 22 CFR 120.3 is applicable to the designation of additional items. This term includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated on the USML. It does not include basic marketing information on function or purpose or general system descriptions.

(2) *Defense service* means (a) the furnishing of assistance (including training) to foreign persons, whether in the U.S. or abroad in the design, development, engineering, manufacturer, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles; (b) the furnishing to foreign persons of any technical data controlled under 22 CFR 120.10 whether in the U.S. or abroad; or (c) military training of foreign units and forces, regular or 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 exercises, and military advice.

**Visiting Scholar/Scientist Statement**

I have read and understand the information provided on page one of this agreement. I understand that should I have questions related to the U.S. export control regulations at any point during my time at CU-Boulder, they should be directed to the CU-Boulder Office of Export Controls (exportcontrolshelp@colorado.edu)

By my signature below, I agree that I will not engage in export controlled, proprietary, or confidential work during my tenure at CU-Boulder without explicit authorization from the CU-Boulder Office of Export Controls.

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Printed Name

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Signature Date

**Sponsoring Faculty Acknowledgement**

I have read and understand the information provided on page one of this agreement. I understand that it is my responsibility to instruct the other members of my research or project team as necessary to prevent inadvertent violation of U.S. export control laws and regulations.

I understand that should I have any questions related to U.S. export control regulations they should be directed to the CU-Boulder Office of Export Controls.

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Signature Date

**Department or School Acknowledgement**

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Signature Date