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ACADEMIC
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_____ (Academic Institution)

_____ (Department)

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5. **EXPORT/IMPORT COMPLIANCE.** Without limiting the generality of the foregoing, Customer specifically acknowledges and agrees that the IP is subject to U.S., foreign, and international export control, import, and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (“EAR”) and regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), in its use of and any other dealings involving the IP.

Customer understands and agrees that the export, reexport, transfer (in-country), sale, lease, or supply, or any other access to or use of the IP to or in a third country or to, by, or for a different end-user or end-use may require a license or other authorization from the Government of the United States. Customer warrants that it will not, directly or indirectly, export, reexport, transfer, sell, lease, supply, or allow access to or use of the IP to or by another end-user or third party, including a parent or affiliate company; or to, in, by, or for sanctioned, embargoed, or prohibited countries/regions, persons, or end-uses, without authorization from the U.S. government and the express written approval of SwRI. Customer understands that countries/regions currently sanctioned or embargoed by the United States include, but are not limited to, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine. Customer further understands that persons subject to U.S. sanctions or other prohibitions include, but are not limited to, individuals or entities identified on or in the U.S. Department of Commerce’s Denied Persons List, Unverified List, or Entity List; the U.S. Department of State’s Nonproliferation Sanctions determinations; or OFAC’s Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List. In certain cases, entities directly or indirectly 50% or more owned, in the aggregate, by listed individuals/entities also are subject to U.S. sanctions or prohibitions. Finally, Customer understands that prohibited end-uses currently can include, but are not limited to, end-uses related to proliferation of nuclear weapons, maritime nuclear propulsion, missiles, rocket systems, unmanned air vehicles, or chemical or biological weapons, as well as military end-uses/end-users in certain countries (currently, China, Russia, Venezuela, and, in certain instances, Iraq) and certain energy projects in Russia or involving Russian entities.

Notwithstanding any other provision in this Agreement, SwRI shall have the right to terminate this Agreement or stop performance immediately upon the determination by SwRI, at SwRI’s sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this Export/Import Compliance provision. Customer further understands and agrees that SwRI may at any time halt performance under this Agreement if such performance is not authorized under the EAR or any other applicable law or regulation or if any change in applicable law or regulation creates an unacceptable risk to SwRI if it continues to perform under this Agreement, which SwRI will determine at its sole discretion. Under any circumstance described in this paragraph, SwRI shall be released from responsibility for fulfilling its obligations under this Agreement and shall not be subject to any penalties for lack of performance or breach of this Agreement; and, if instructed by SwRI, Customer must cease use of and/or destroy or return all copies of the IP immediately.

Customer covenants and agrees to indemnify and hold harmless SwRI from and against any and all damages, claims, allegations, losses, liabilities, penalties, fines, costs, and expenses, including attorney’s fees, which arise out of, relate to, or result from Customer’s failure to comply with the provisions of this Export/Import Compliance provision or any applicable export control, import,

or sanctions law or regulation.

6. **GENERAL.** This Agreement merges all prior written and oral communications regarding the Program(s) and sets forth the entire agreement of the parties. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue shall be in San Antonio, Bexar County, Texas. If any provision of this Agreement is ruled invalid under any law, it shall be deemed modified or omitted to the extent necessary, and the remainder of the Agreement shall continue in full force and effect. No purchase order or any other purchasing instruments issued by Customer, even if such purchase order or other purchasing instrument provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, delete from, or add to the terms of this Agreement in any manner whatsoever. All payments by Customer to SwRI shall be made in United States of America currency, and all payments to SwRI shall be free and clear of all taxes and other governmental charges of any country except the United States of America. This Agreement constitutes the complete and exclusive statement of the agreement between the parties, in the subject matter hereof.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER (INSTITUTION AND ADDRESS):

**SOUTHWEST RESEARCH INSTITUTE
6220 Culebra Rd
San Antonio, TX 78238**

Signature _____

Signature _____

Name: _____

Name: _____

Title _____

Title _____

Date _____

Date _____