**Export License Exception (TMP)**

Traveling in Support of South Dakota Related Activities or Business

Tangible university property becomes subject to export controls when taken outside the United States. Federal Export Administration Regulations allow an export license exception (TMP) for temporary export of qualified "tools of trade". This exception is available for employees who are traveling on authorized university business, and it allows usual and reasonable kinds and quantities of **"tools of trade"** such as **laptop computers**, **software**, **global positioning systems**, **smart phones** and **devices with electronic applications** to be temporarily exported, subject to conditions outlined in this certification. Prior to leaving the U.S., it is highly recommended the traveler contact IT for guidance regarding cyber security precautions for electronic devices, software, and technology.

This TMP Certification does **NOT** apply to 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 equipment, components, technical data or software designed for military, space or intelligence applications, or that is otherwise controlled under the International Traffic in Arms Regulations (ITAR). If equipment falls in this category, please contact your campus Export Control Contact.

***For the Traveler:***

* *Complete this TMP before* ***each South Dakota*** *business related international trip.*
* *Email a signed copy of this TMP to the campus Export Controls Contact; listing destination country in the subject line.*
* *Keep this signed TMP with you during travel.*
* *Keep this signed TMP in your university records for five (5) years from the date of your return to the U.S.*

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| **Traveler Information** |
| *Individual Responsible for the Export:* |  |
|  |  |  |  |  |  |  |
| ***Name*** |  |  |  |  |  |  |
|  | Last |  | First |  | MI |  |
| ***Title*** |  |  |
|  |  |  |  |  |  |
| ***Institution*** |  |  | ***Department*** |  |  |
|  |  |  |  |  |  |
| ***Phone*** |  |  | ***Email*** |  |  |
|  |  |  |  |  |  |
| ***Date Departing USA*** |  |  | ***Date Returning to USA*** |  |  |
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| **Destination Countries** |
|  |  |  |  |  |  |
| ***List arrival and departure dates for each destination country:*** |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Country |  | Arrival Date |  | Departure Date |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Country |  | Arrival Date |  | Departure Date |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Country |  | Arrival Date |  | Departure Date |  |
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| **Commodities** |
|  |  |  |  |  |  |
| ***List all commodities, software, and technology you are taking on this trip (attach spreadsheet if more space needed):***  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Name of Item |  | Manufacturer |  | ECCN |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Name of Item |  | Manufacturer |  | ECCN |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Name of Item |  | Manufacturer |  | ECCN |  |
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| **Certification** |
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|  | ***Terms and Conditions***1. I will take the commodity, software, and/or technology outside the borders of the U.S. only as a "tool of trade" to conduct university business;
2. I will return the commodity, software, and/or technology to the U.S. no later than 12 months from the date of export unless they are certified by me to have been consumed or destroyed while abroad during this 12 month period;
3. I will maintain the commodity, software, and/or technology under my "effective control" while abroad. "Effective control" means retaining physical possession of the item(s), or securing the item(s) in such an environment as a hotel safe, a bonded warehouse, or a locked or guarded exhibition facility;
4. I will not take the commodity, software, and/or technology to Cuba, Iran, North Korea, Syria, or Sudan;
5. I will not take any commodities, software, and/or technology incorporating South Dakota generated, non-commercial encryption code outside the borders of the United States;
6. I will protect the software and/or technology against unauthorized access or release by:
	1. using secure connections when accessing university IT infrastructure and data for business activities that involve the transmission and access of university data and information;
	2. using user access level controls (i.e., usernames and passwords) on electronic devices that store and connect to university data and information; and
	3. using network access controls (i.e., firewalls) on electronic devices and equipment to limit access to university infrastructure, data and information.
7. I understand this TMP is only for commodities, software, and/or technology listed in this TMP for this trip.
8. I will promptly report the loss, theft, unauthorized access, or compromise of South Dakota property listed in this TMP to SDBOR System Export Control at exportcontrols@sdbor.edu.

**NOTE:** All exports are subject to review and may require a license from the U.S. government; licensing may take several weeks. Export controlled items and/or information may not be exported without appropriate review and/or licensing. |  |
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| ***By signing below: I agree to the terms and conditions of this TMP, and I understand that violations of U.S. export control laws are punishable by severe civil and criminal penalties, including monetary fines for which I may be personally liable, up to and including imprisonment:***  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Signature |  | Date |  |
|  |  |  |  |  |  |