

## DOCUMENT ACCESS ACKNOWLEDGMENT

This Document Access Acknowledgment (Acknowledgment) is between the **Battelle Energy Alliance, LLC** (BEA), Management and Operating (M&O) Contractor of the U.S. Department of Energy (DOE) Idaho National Laboratory (INL) under DOE Contract No. DE-AC07-05ID14517 and \_\_\_\_\_ (Formal Business Name of Document Requestor, or if an individual, individual's full name) having its principle place of business at \_\_\_\_\_ acting through its undersigned authorized representative.

### BACKGROUND

Document Requestor desires BEA to make available information (in either tangible or electronic form) that is not publicly available, including U.S. Export Controlled Information (ECI) and/or Controlled Unclassified Information (CUI), subject to United States (U.S.) export control laws and Federal regulations that prohibit or restrict: (i) the transfer of protected information to certain persons; and (ii) the type and level of technologies and services that may be exported. These laws include but are not limited to statutes and related Federal regulations such as: the Arms Export Control Act; the Export Administration Act; the International Emergency Economic Powers Act; the Atomic Energy Act; the Export Administration Regulations (EAR) found in 15 CFR parts 730-774; the International Traffic in Arms Regulations (ITAR) found in 22 CFR parts 120-130; the Nuclear Regulatory Commission and DOE export regulations found in 10 Code of Federal Regulations (CFR) parts 110 and 810); and as may be applicable CUI regulations found in 32 CFR part 2002.

### ACKNOWLEDGMENT

Document Requestor hereby acknowledges that Document Requestor is responsible for: (1) ensuring the export, reexport, transmission, or transfer of ECI or any product, process, or service, resulting directly therefrom, and/or CUI directly or through its agents or affiliates is authorized under U.S. law; (2) obtaining any required U.S. governmental authorizations prior to such export, reexport, transmission, or transfer; and (3) complying with all regulatory recordkeeping requirements for such export, reexport, transmission, or transfer. The Document Requestor acknowledges that Document Requestor can contact the U.S. Departments of Commerce, State, Energy, and Treasury for guidance as to applicable licensing requirements and restrictions.

Document Requestor and Document Requestor's agents, successors, and assigns hereby acknowledge access to ECI and/or CUI requires Document Requestor's adherence to at least the following obligations:

1. Document Requestor is responsible to limit access to ECI to only U.S. citizens or legal permanent residents of the United States, including Permanent Resident Aliens or Lawful Permanent Residents (LPRs) as defined by applicable U.S. laws and commonly referred to as U.S. "Green Card" holders). If Document Requestor cannot ensure each person given access to the accessed information meets the requirements of the preceding sentence, then Document Requestor shall not allow disclosure to any such person without first obtaining, without any cost to or obligation by BEA or DOE, all necessary export licenses and other governmental authorizations required for such access.
2. Document Requestor is responsible for any organization or individual accessing the ECI from Document Requestor to fully comply with all applicable statutory and regulatory export requirements, including the requirements of Section 1 above at the sole cost of Document Requestor or those accessing through Document Requestor. Furthermore, Document Requestor acknowledges the potential for incurring civil and criminal liability should Document Requestor unlawfully export, reexport, transmit, or transfer ECI or CUI pursuant to this Acknowledgment.
3. Document Requestor is responsible for any organization or individual under its control accessing CUI obtained pursuant to this Acknowledgment. Documents containing the CUI marking or any legacy marking

may only be distributed to a person or persons having a lawful government purpose pursuant to U.S. laws, regulations, and government policies. Document Requestor will indemnify and hold harmless the U.S. Government and BEA (including its successors and assigns) for non-compliance with applicable laws or this acknowledgement.

4. The U.S. Government, DOE, and BEA make no express or implied warranty and shall not be liable for the use or fitness for a particular purpose of the limited information or other content of documents accessed by the Document Requestor. Neither the Government nor BEA shall be liable for special, consequential, or incidental damages attributed to use, research or resulting product, intellectual property, further information based upon, or product made or developed from protected information or other content of documents accessed under this agreement.
5. This Acknowledgment will continue to be effective until all ECI or CUI accessed is made publicly available without any act or omission of the Document Requestor or Accessor's successors or assigns.
6. BEA may assign or transfer this Acknowledgment to DOE, and this Acknowledgement transfers automatically to all subsequent M&O contractors at the INL.
7. This Acknowledgment may be signed by Document Requestor by conventional or electronic means suitable for BEA.
8. This Acknowledgment may be subject to periodic re-signings and signing of revisions by Document Requestor for subsequent Document requests at the discretion of BEA or direction of DOE.
9. In addition to the foregoing acknowledgments, I further acknowledge that \_\_\_\_\_  
(*Formal Business Name of Document Requestor, or if an individual, individual's full name*) is responsible for compliance with United States laws and regulations governing export controls including, but not limited to, the Export Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). Unauthorized export, deemed export, or re-export without an export license may result in administrative, civil, or criminal penalties.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the Document Requestor obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this acknowledgement and are controlling.

\_\_\_\_\_  
Name of Document Requestor (Legibly Print)

\_\_\_\_\_  
Representative Signing for Document Requestor

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title of Representative