

**SUBCONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS
WITH REGARD TO EXPORT-CONTROLLED TECHNICAL DATA AND EQUIPMENT**

ATTENTION: All CoorsTek subcontractors who may receive or otherwise be exposed to export-controlled technical data or equipment must complete, sign and date this certification.

Name of Subcontractor: _____

Address: _____

Subcontractor Website: _____

Contact Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail Address: _____

Project Name/CoorsTek PO #: _____

1. DEFINITIONS: For the purposes of this certification, the following capitalized terms shall have the following meanings:
 - A. FOREIGN NATIONAL: All individuals in the United States or overseas who are not U.S. citizens, lawful permanent residents (U.S. "green card" holders) or holders of political asylum papers issued by the U.S. Department of State pursuant to 8 U.S.C. Section 1324b(a)(3).
 - B. TECHNICAL DATA: All information defined in §120.10 of the International Traffic In Arms Regulations ("ITAR"), 22 CFR 120 – 130, which is supplied by CoorsTek to Subcontractor for the Project or PO identified above.
2. REPRESENTATIONS AND CERTIFICATIONS:
 - A. Subcontractor hereby acknowledges and understands its responsibilities under U.S. export control laws and regulations, including without limitation, the ITAR and the Export Administration Regulations ("EAR"), and agrees that it will not disseminate any export-controlled Technical Data nor allow access to CoorsTek's export-controlled equipment in a manner that would violate applicable export control laws and regulations.
 - B. Subcontractor further acknowledges and understands that it may receive or otherwise be exposed to export-controlled Technical Data and/or export-controlled equipment in connection with the work it performs for CoorsTek.
 - C. Subcontractor hereby acknowledges and understands that the ITAR restricts Foreign National access to Technical Data and export-controlled equipment. Subcontractor shall not allow access by any Foreign National to CoorsTek-provided information that reveals Technical Data without the prior written approval of the CoorsTek Empowered Official or its duly authorized designee.
 - D. Therefore, Subcontractor hereby certifies as a condition of receiving or being exposed to export-controlled Technical Data or equipment, that:
 - All individuals performing work for CoorsTek in connection with the subject matter hereof, whether such work is performed on-site at a CoorsTek facility or at the Subcontractor's facility, are U.S. citizens, lawful permanent residents (U.S. "green card" holders) or holders of political asylum papers issued by the U.S. Department of State pursuant to 8 U.S.C. Section 1324b(a)(3).
 - It will not disclose Technical Data to Foreign Nationals, nor allow access by Foreign Nationals to CoorsTek's export-controlled equipment.
 - It will not assign any Foreign National perform work which requires access to Technical Data or CoorsTek's export-controlled equipment.
 - It will advise its employees who have access to Technical Data or CoorsTek's export-controlled equipment of their obligations regarding compliance with the above referenced regulations, and that it will actively monitor and enforce compliance therewith.
 - It will adopt or establish operating procedures and physical security measures designed to protect CoorsTek's Technical Data from inadvertent release or disclosure to Foreign Nationals or other unauthorized third parties.
 - It will, if authorized in writing by CoorsTek to subcontract the work performed in the underlying contract, require in writing that any sub-tier contractor shall meet all the same requirements and make all the same certifications contained herein.
 - Should it provide any document using Technical Data, it will mark such document with the following statement: "This document contains technical data, the use of which is restricted by the International Traffic In Arms Regulations. Access to this document is restricted to U.S. citizens, lawful permanent residents (US "green card" holders), and persons granted protected status pursuant to 8 U.S.C. Section 1324b(a)(3)." By accepting this data, the consignee agrees to honor the requirements of the ITAR."
 - It will, within 30 days from the date of fulfillment or termination of the Project or PO. identified herein, return to CoorsTek or destroy all information and documents containing Technical Data, and all copies thereof in its possession. If destroyed, Subcontractor will provide a written certification to CoorsTek that such information and/or documents have been destroyed.

By placing my signature below, I hereby certify that the above representations and certification statements are true and correct. Furthermore, I am authorized to bind my company in the representations made herein and acknowledge that I am responsible for notifying CoorsTek of any changes in status affecting this certification or in Subcontractor's standing with the U.S. Government with regard to export/import compliance.

Name (typed or printed)

Title

Signature

Date