

TO: . (Your company Name here)

Re: STATEMENT OF ASSURANCE – Civil End Use

We acknowledge the export/re-export of commodities, technical data, and/or software (“Controlled Items”) that we have purchased, or will purchase, from , are subject to the U.S. export control laws and regulations, including the Export Administration Regulations (“EAR”) issued by the U.S. Department of Commerce (“DoC”), and the Embargo and Sanction Regulations administered by the U.S. Department of Treasury, Office of Foreign Assets Controls (“OFAC”), among other rules and regulations. We agree and undertake to comply with all applicable U.S. export control laws and regulations. In particular:

1. **We certify** that we will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any Controlled Items to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited.
2. **We certify that we will use the Controlled Items for civil end-uses only.**
3. **We certify** that we will not use Controlled Items in relation to military end uses as defined in the EAR for nuclear, biological or chemical weapons, or the missile systems that deliver them; for the design, development, production, testing, stockpiling or use of any weapons of mass destruction; or for any other use that the U.S. government prohibits.
4. **We acknowledge** that it is our responsibility to obtain any required license to export/re-export or to transmit information regarding any Controlled Items as may be required under any export control laws or regulations. We will not export, re-export, or transmit any Controlled Items except in accordance with the provisions of the EAR; such provision prohibit export or reexport to an embargoed country, transfer to persons or entities ineligible to receive U.S. products, or used in a military or proliferation related activity without prior authorization of Bureau of Industry and Security (BIS), and/or terms of a license issued by an applicable U.S. government authority.

This Certification shall survive the term and termination of the relationship between _____, the Purchaser and Consignee.

STATEMENT OF ULTIMATE CONSIGNEE AND PURCHASER *We certify by signature* that all of the facts contained in this statement are true and correct to the best of our knowledge and will apply to the disposition of products purchased from _____. We shall promptly notify the U.S. Exporter, to disclose any change of facts or intentions set forth in this statement which occurs after the statement has been prepared and forwarded.

We acknowledge that the making of any false statements or concealment of any material fact in connection with this statement may result in denial, in whole or in part of participation in U.S. exports and re-exports.

PURCHASER

Company Name: _____

Address: _____

Signature of Authorized Company Representative

Print (or type) Name: _____

Title: _____

Date: _____

ULTIMATE CONSIGNEE

Company Name: _____

Address: _____

Signature of Authorized Company Representative

Print (or type) Name: _____

Title: _____

Date: _____