

TMP License Exception for Professional Temporary Exports

The export of items, technology, commercial software, and encryption code is subject to export regulations (this includes laptops, cellphones, and digital storage devices). The Department of Commerce’s Export Administration Regulations (EAR) allows for a [License Exception \(TMP\)](#) to be used to comply with the licensing requirements. License Exception TMP applies to MSU personnel who are U.S. Persons (and non-U.S. Persons who are 1) employees of MSU and 2) who are authorized to receive the technology here in the U.S. under a license or license exception) who have a business need to temporarily export, reexport, and/or transfer (in country) certain University-owned equipment, items, technology, or software for professional use. The exception does not apply to:

- Defense items, technology, data, or software regulated by the Department of State’s International Traffic in Arms Regulations (ITAR),
- EAR satellite or space-related equipment, components, or software,
- Technology associated with high-level encryption products,
- Items controlled for MT (missile technology) reasons or for any of the other restrictions on license exceptions listed in [EAR §740.2](#),
- Nuclear or atomic energy items regulated by the Nuclear Regulatory Commission or Department of Energy.

Detailed Description of Items, Technology, or Software to which this Certification applies:



By my signature below, I certify that:

1. I will hand-carry the items, technology, or software abroad as a “tool of the trade” only to conduct MSU business.
2. I will return the items, technology, or software to the U.S. on _____ which is no later than 12 months from the date of leaving the U.S. unless the items, technology, or software are certified by me to have been consumed or destroyed abroad during this 12-month period.
3. I will keep the items, technology, or software under my “effective control” while abroad (defined as retaining physical possession of item or keeping it secured in a place such as a hotel safe, a bonded warehouse, or a locked or guarded exhibition facility).
4. I will take security precautions to protect against unauthorized release of the technology while the technology is being shipped or transmitted and used abroad such as:
 - a. encryption of the “technology”, the use of secure network connections, such as Virtual Private Networks when accessing email and other business activities that involve the transmission and use of the technology,
 - b. use of password systems or other access restrictions on the electronic device or media on which the “technology” is stored, and
 - c. use of personal firewalls and other network security measures to prevent unauthorized access on electronic devices that store the technology.
5. The equipment will not be used in relation with any military use, or for development of weapons of mass destruction.
6. **I will not ship or hand-carry the items, technology, or software to Cuba, Iran, North Korea, Syria or the Crimea, Donetsk People’s Republic (DNR) and Luhansk People’s Republic (LNR) regions of Ukraine** without consulting with the MSU Export Control & Trade Sanctions Office. If I am planning to travel to these countries, I will consult the MSU Export Control & Trade Sanctions Office at export@msu.edu as there may be additional license requirements.

Signature _____

Date _____