

UNITED STATES DEPARTMENT OF STATE
BUREAU OF POLITICAL-MILITARY AFFAIRS
WASHINGTON, D.C. 20520

In the Matter of:

Island Pyrochemical Industries Corp.,

A New York Corporation

Respondent

CONSENT AGREEMENT

WHEREAS, the Directorate of Defense Trade Controls, Bureau of Political-Military Affairs, U.S. Department of State ("Department") has notified Island Pyrochemical Industries Corp., including its operating divisions, subsidiaries, and business units (collectively "Respondent") of its intent to institute an administrative proceeding pursuant to section 38 of the Arms Export Control Act ("AECA"), 22 U.S.C. 2751 *et seq.*, and its implementing regulations, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. parts 120-130;

WHEREAS, Respondent has reviewed the Proposed Charging Letter and Consent Agreement, fully understands these documents, and enters into this Consent Agreement voluntarily and with full knowledge of Respondent's rights;

WHEREAS, the Department acknowledges that Respondent described these violations in response to a directed disclosure from the Department, and the Respondent cooperated with the Department's review of this matter;

WHEREAS, Respondent wishes to settle and dispose of all potential ITAR civil charges, penalties, and sanctions arising from the Proposed Charging Letter, and certain facts disclosed in writing to the Department and identified in paragraph 23, by entering into this Consent Agreement;

WHEREAS, Respondent agrees that this Consent Agreement shall remain in effect for a period of three years, subject to the terms and conditions set forth below;

WHEREAS, Respondent represents and assures that Respondent shall continue the remedial measures implemented as a result of this Consent Agreement, and self-implemented prior thereto, as reasonably warranted and amended, subsequent to the completion of the term of this Consent Agreement;

WHEREAS, Respondent agrees that if the Department finds that this Consent Agreement was negotiated based on Respondent's knowingly providing materially false or misleading information to the Department, the Department may revoke this Consent Agreement and the related administrative order ("Order"), and bring additional charges against Respondent. Additionally, Respondent understands that a violation of this Consent Agreement is considered a violation of the Order; and

WHEREAS, the Department and Respondent agree to be bound by this Consent Agreement and the Order to be entered by the Assistant Secretary of State for Political-Military Affairs.

Now, WHEREFORE, the Department and Respondent agree as follows:

Parties

(1) The Parties to this Consent Agreement are the Department and Respondent and Respondent's assignees and successors, and in the event of reorganization, corporate restructuring, or merger, the terms of this Consent Agreement shall follow and apply to the entire organization.

Jurisdiction

(2) The Department has jurisdiction over Respondent under the AECA and the ITAR in connection with the matters identified in the Proposed Charging Letter.

General Remedial Measures

(3) Respondent, reflecting its commitment to conduct its business in full compliance with the AECA and the ITAR, and in order to ensure, in particular, that there are no unauthorized exports, reexports, retransfers, temporary imports, or brokering of ITAR-controlled defense articles, or

furnishing of defense services and that all transactions subject to the AECA and ITAR (collectively "AECA and ITAR-regulated activities") are conducted in compliance with the law, transparently, and without misrepresentation or omission, agrees to implement the following remedial measures and such additional measures as may be mutually agreed upon by Respondent and the Director, Office of Defense Trade Controls Compliance ("DTCC"). Respondent agrees further that these measures will remain in effect for three years, subject to the terms and conditions below, as part of this Consent Agreement entered into with the Department.

(4) Respondent agrees that these measures shall be incorporated into any of Respondent's future business acquisitions that are involved in AECA and ITAR-regulated activities, to include manufacturing, within six months of that acquisition, unless the Director, DTCC, approves an exception to this requirement.

(5) If Respondent sells any of its operating divisions, subsidiaries, business units, or assets that are involved in AECA and ITAR-regulated activities, or is a party to a corporate merger or restructuring, or is acquired by another party, then the purchaser, merged entity, and/or acquired party, including the ultimate and intermediate parents/owners of the purchaser, merged entity, and/or acquired party, and the controlled affiliates, operating divisions, subsidiaries, and business units of the purchaser, merged entity, acquired party, and ultimate and intermediate parents/owners (collectively "the purchaser or other responsible party"), shall all be bound by and fully responsible for all terms and conditions of this Consent Agreement to the same extent as Respondent, unless the Director, DTCC, approves an exception to this requirement. Respondent further agrees to notify DTCC sixty days prior to such event. Respondent further agrees to notify the purchaser or other responsible party in writing and to require the purchaser or other responsible party to acknowledge in writing, prior to the sale, merger, restructuring, or acquisition event that the purchaser or other responsible party shall be bound by the terms and conditions of this Consent Agreement to the same extent as the Respondent, unless the Director, DTCC, approves an exception to this requirement.

(6) Respondent acknowledges and accepts its obligation to maintain effective export control oversight, infrastructure, resources, policies, and procedures for its AECA and ITAR-regulated activities.

(7) Within nine months of the date of the Order, Respondent shall ensure that adequate resources are dedicated to ITAR compliance throughout Respondent's ITAR-regulated operating divisions, subsidiaries, and business units. Respondent shall establish policies and procedures for all of Respondent's employees with responsibility for AECA and ITAR compliance to address lines of authority, staffing levels, performance evaluations, and career paths.

(8) Within 90 days of the date of the Order, Respondent, in coordination with the Designated Official (as defined in paragraph 9 below), shall conduct an internal review of AECA and ITAR compliance resources and establish the necessary actions to ensure that sufficient resources are dedicated to compliance.

Designated Official for Consent Agreement Compliance and Oversight

(9) Respondent shall appoint, in accordance with the provisions of this Consent Agreement and in consultation with and the approval of the Director, DTCC, a qualified individual to serve as a Special Compliance Officer (SCO)¹ or Internal Special Compliance Officer (ISCO)² for the entire term that the Consent Agreement is in force. The term "Designated Official" in this Consent Agreement refers to the SCO or ISCO during the term of their appointment. The authorities, term, and responsibilities of the Designated Official are described below:

(a) Respondent shall propose at least three candidates that satisfy the requirements in footnote 1 of this Consent Agreement, and shall

¹ Special Compliance Officer (SCO): Any person nominated for the position of SCO shall not have been employed in any prior capacity by or previously represented in any capacity Respondent, or any of Respondent's operating divisions, subsidiaries, or business units, past or present. Also, nominees should not be currently serving as an SCO in an open Consent Agreement. As a condition of appointment as SCO, he/she shall agree to forsake for the term and a period of five (5) years from the date of termination of this Consent Agreement any such employment or representation. Any person nominated for the position of SCO must also possess appropriate qualifications, character, experience, and overall fitness for the position in light of all relevant circumstances.

² Internal Special Compliance Officer (ISCO): Any person nominated for the position of ISCO shall be currently employed by the Respondent and have been a full-time employee of the Respondent for a minimum of two (2) years prior to nomination, unless Director, DTCC, grants an exception to such requirements.

recommend its preferred candidate, to DTCC for the position of Designated Official to serve as SCO within 60 days from the date of the Order. Respondent shall provide a detailed explanation of its SCO proposals and recommendation. Respondent's nomination shall be subject to the written approval of the Director, DTCC. Within fifteen (15) days following the date of the approval of the nomination by the Director, DTCC, Respondent shall make written appointment of the person to the position of SCO and inform Respondent's employees.

(b) The SCO shall serve as Designated Official for a minimum of one year from the signing of the Order. Respondent has the option to request an ISCO to replace the SCO as the Designated Official after the first anniversary of the signing of the Order. If Respondent wishes to do so, it shall provide a written request to the Director, DTCC, at least 60 days prior to the first anniversary of the Order and include a recommendation by the SCO. The appointment of the ISCO shall be subject to the written approval of the Director, DTCC. The date of written approval by the Director, DTCC of the ISCO nomination shall be the effective date of appointment, unless otherwise specified in the approval. Upon appointment of the ISCO, the term of the SCO shall cease. The ISCO shall serve as the Designated Official for the remaining term of the Consent Agreement.

(c) Within 30 days of appointment of a Designated Official, Respondent shall empower the Designated Official with a written delegation of authority and a written statement of work approved by DTCC. Respondent must permit the Designated Official to monitor, oversee, and promote Respondent's AECA and ITAR compliance with the terms of this Consent Agreement in a manner consistent with the purpose of this Consent Agreement and the Order, its specific terms and conditions, and other activities subject to the ITAR and the AECA. Respondent must consult with the Designated Official on all submissions pertaining to meeting the terms of the Consent Agreement. The Designated Official shall report directly to Respondent's Chief Executive Officer ("CEO"), or CEO's designee agreed upon by the Director, DTCC, as set forth herein. The Designated Official shall perform his/her duties in consultation with DTCC.

(d) If for any reason a Designated Official is unable to serve the full period of his/her appointment, or temporarily is unable to carry out the responsibilities described herein for more than 30 days, or if the Director, DTCC, decides that the appointee shall be removed for failure to perform satisfactorily his or her duties, Respondent's CEO shall recommend a successor acceptable to the Director, DTCC. If approved by the Director, DTCC, the replacement shall be confirmed in writing to the Respondent. Such recommendation shall be made at least 30 days in advance of a new appointment unless a shorter period is agreed to by the Director, DTCC. The date of appointment shall be the date of written approval of the Director, DTCC. If a successor is not appointed within 45 days of the termination or removal of the appointed Designated Official, this Consent Agreement shall be extended for the period of time equal to the period of time Respondent was without an approved and appointed Designated Official. Respondent will not be without a Designated Official for more than 120 days unless the Director, DTCC, grants an extension. If the Designated Official for any reason is unable to carry out the responsibilities described herein on a temporary basis, not to exceed 30 days, then Respondent's CEO or designee, as approved by DTCC shall assume the duties and authorities of the Designated Official in the interim.

(e) The Designated Official may also be requested to perform additional AECA and ITAR-regulated activities, including oversight, monitoring, and coordination of activities by mutual agreement of Respondent and the Director, DTCC.

(f) In fulfilling the responsibilities set forth in this Consent Agreement, the Designated Official may, at his/her sole discretion, present any export compliance-related issue directly to any or all of Respondent's CEO, and the Director, DTCC.

(g) Respondent's CEO shall brief the Board of Directors at least annually concerning any findings and recommendations by the Designated Official, Respondent's response, and implementation of the same, and the status of AECA and ITAR compliance generally.

(h) Respondent's CEO shall notify the Board of Directors of the appointment of the Designated Official. Such notification shall include a description of the powers, duties, authorities, and responsibilities of the Designated Official. Respondent shall post this notice on Respondent's internal website for the duration of this Consent Agreement.

(i) With the understanding that nothing in this Consent Agreement shall be interpreted to compel waiver of applicable attorney client or work product protections, the Designated Official shall have full and complete access to all personnel, books, records, documents, audits, reports, facilities, and technical information relating to this Consent Agreement, the Order, and Respondent's AECA and ITAR-regulated activities.

(j) Respondent shall cooperate with all reasonable requests of the Designated Official and shall take no action to interfere with or impede the ability of the Designated Official to monitor Respondent's compliance with this Consent Agreement, the Order, and the AECA and the ITAR, or to carry out other responsibilities of the Designated Official set forth in this Consent Agreement. The Designated Official shall notify DTCC whenever the Designated Official encounters any difficulties in exercising the duties and responsibilities assigned under this Consent Agreement.

(k) The Designated Official shall, with the approval of the Director, DTCC, and the concurrence of Respondent, have the authority to employ in a support capacity at the expense of Respondent, such assistants and other professional staff as are reasonably necessary for the Designated Official to carry out his/her duties and responsibilities.

(l) The Designated Official shall have three principal areas of responsibility regarding the future conduct of Respondent and must personally and thoroughly oversee implementation in these areas:

(1) Policy and Procedure: The Designated Official shall monitor Respondent's AECA and ITAR compliance program with specific attention to the areas associated with the offenses

alleged in the Proposed Charging Letter, including:

- (i) Policies and procedures for preventing, detecting and reporting AECA and ITAR violations;
- (ii) Policies and procedures for the identification and classification of defense articles, defense services, and technical data;
- (iii) Policies and procedures for incorporating AECA and ITAR compliance into Respondent's management business plans at the senior executive level;
- (iv) Policies and procedures for the identification, including export control jurisdiction determination, and marking of defense articles, including technical data, and defense services;
- (v) Policies and procedures for obtaining, managing, and complying with the scope of ITAR authorizations;
- (vi) Policies and procedures for ensuring physical security of facilities where ITAR-regulated activity occurs;
- (vii) Policies and procedures for the screening and control of persons who are not authorized for access to ITAR-controlled defense articles and defense services;
- (viii) Policies and procedures for the employment and management of foreign persons, to include persons considered dual national/third country nationals who may be engaged in ITAR-regulated activity, or have access to ITAR-regulated technical data;
- (ix) Policies and procedures for maintaining appropriate records; and
- (x) Meeting and maintaining adequate AECA and ITAR compliance staffing levels at all divisions and facilities.

(2) Specific Duties: The Designated Official shall oversee the following specific areas:

- (i) Respondent's implementation of the compliance measures required by this Consent Agreement;
- (ii) Respondent's implementation of the policies and procedures created pursuant to this Consent Agreement;
- (iii) Respondent's corporate oversight of ITAR compliance for performance of its responsibilities under this Consent Agreement and the Order in a timely and satisfactory manner;
- (iv) The expenditures of the remedial compliance measures account in coordination with Respondent's Controller; and
- (v) Enhancing incorporation of ITAR compliance into Respondent's management business plans at the senior executive level.

(3) Reporting: The Designated Official is responsible for the following reporting requirements:

- (i) Tracking, evaluating, and reporting on Respondent's review of ITAR violations and compliance resources;
- (ii) Providing status reports to the Respondent's CEO and the Director, DTCC concerning Respondent's compliance with this Consent Agreement and the Order; ITAR compliance program enhancements and resource levels and their impact on or benefit to ensuring ITAR compliance; and Respondent's compliance on all its AECA and ITAR-regulated activities. These reports shall include findings, conclusions, and any recommendations necessary to ensure strict compliance with the ITAR. These reports shall also describe the status of previous recommendations advanced by the Designated Official. These reports may, in a separate annex, also include any relevant comments or input by Respondent. Any such reports shall not affect

Respondent's use of the Voluntary Disclosure procedures set forth in § 127.12 of the ITAR and any benefits gained therefrom. The first report shall be provided six months from the date of the Order, and semiannually thereafter during the remainder of the term of the Consent Agreement; and

(iii) Ensuring the provision of the accounting report as described in paragraph 17(c) certified as correct by the Controller of remedial compliance costs to Respondent's CEO and the Director, DTCC.

Strengthened Compliance Policies, Procedures, Training

(10) Within six months of the date of the Order, Respondent shall have completed and widely used within Respondent strengthened corporate compliance procedures focused principally on Respondent's business operations such that: (a) all Respondent employees engaged in AECA and ITAR-regulated activities are familiar with the AECA and the ITAR, and their own and Respondent's responsibilities thereunder; (b) all persons responsible for supervising those employees, including senior managers of those units, are knowledgeable about the underlying policies and principles of the AECA and the ITAR; and (c) there are records indicating the names of employees, trainers, and level and area of training received. Respondent shall provide to DTCC written confirmation that the company has completed this action.

(11) Within six months of the date of the Order, Respondent shall enhance its AECA and ITAR compliance program with specific attention to the areas described in paragraphs 9(l)(1)(i) through 9(l)(1)(x). Respondent shall provide to DTCC written confirmation that the company has completed this action.

Automated Export Compliance System

(12) Respondent agrees to implement a comprehensive automated export compliance system throughout Respondent's operating divisions, subsidiaries, and business units engaged in AECA and ITAR-regulated activities to strengthen Respondent's internal controls for ensuring compliance with the AECA and the ITAR. Respondent shall provide to DTCC an update outlining the status of Respondent's automated export compliance system every six months after the signing of the Consent

Agreement. This system shall track the decision process from the initiation to conclusion of a request for export, reexport, or retransfer authorization. The automated export compliance system shall improve Respondent's ability to oversee and monitor export, reexport, or retransfer activity. This system shall also cover the initial identification of all technical data and technical assistance in any form proposed to be disclosed to any foreign persons. Respondent shall ensure the use of a means of alerting users to the AECA and ITAR requirements on electronic transmissions of ITAR-controlled technical data. In order to prevent unintentional or accidental transmissions to unauthorized recipients, Respondent shall also provide training to all employees to ensure that any type of electronic transmissions of ITAR-controlled technical data are sent in accordance with Respondent's export compliance policies and procedures.

Classification Review

(13) Respondent shall, under the supervision of the SCO, review, verify, and complete the export control jurisdiction of all hardware and/or software that Respondent's AECA and ITAR-regulated operating divisions, subsidiaries and business units, and any defense services or technical data, directly related to such hardware and not related to any hardware. Respondent may certify to DTCC that the jurisdiction of certain items was previously and accurately determined and/or verified and exclude such items from the review. Respondent shall conclude the jurisdiction review no later than six (6) months after the date of the Order. Also, separately, prior to export, re-export and/or retransfer, Respondent shall review, verify, and complete the export control jurisdiction of each hardware item (and any defense services or technical data, including software, directly related to such hardware item and not related to any hardware) and items procured from suppliers for which such jurisdiction was not previously and accurately determined and/or verified in accordance with this paragraph.

Audit

(14) At a minimum, one (1) audit shall be performed during the term of the Consent Agreement. Respondent shall have the audit conducted by an outside consultant with expertise in AECA/ITAR matters, approved by the Director, DTCC. Respondent shall assess at least three (3) viable auditors and shall recommend the preferred auditor to DTCC. Respondent shall provide a detailed analysis of the proposals from the

potential auditors. The audit shall be conducted under the supervision of the Designated Official. The audit shall provide a thorough assessment of the effectiveness of Respondent's implementation of all measures set forth in this Consent Agreement with a focus on those actions undertaken to address the compliance problems identified in the Proposed Charging Letter, policies, procedures, and training established by Respondent. The Designated Official or the Director, DTCC, may identify other areas for the audit, such as a review of Respondent's Information Technology (IT) systems.

(15) Within six (6) months after the date of the Order, Respondent shall submit a draft audit plan for the audit to the Director, DTCC for review and approval. Within 12 months after the date of the Order, the audit shall be completed and a written audit report shall be submitted to the Director, DTCC. The written report must provide the findings of the audit, recommendations regarding where deficiencies were identified, and plans to remediate those deficiencies. Respondent's written report shall also include a matrix of the findings, proposed actions (including implementation plans and testing plans), and expected date of completion.

(16) Within four (4) months of issuing the audit report, Respondent shall submit a written report to the Director, DTCC confirming whether Respondent addressed the findings described in the written audit report and status of proposed actions. Respondent shall submit the report to the Director, DTCC, along with Respondent's plan on how it will address any outstanding proposed actions.

(17) The Director, DTCC, will determine based on the results of the report and the Designated Official's findings and recommendations whether DTCC will require an additional audit for Respondent, or any of Respondent's subsidiaries, business units, and divisions, and will provide notice of this determination in writing. The Designated Official shall provide the Director, DTCC, a recommendation on whether to conduct a second audit. The Director, DTCC shall inform Respondent of this requirement no later than three (3) months after DTCC receives the written audit report described in paragraph 14. A second audit may be required primarily based upon: 1) the results of the first audit; and 2) Respondent's implementation of corrective actions. If a second audit is required, Respondent shall select an outside consultant that is different

from the first auditor with expertise in AECA/ITAR matters, approved by the Director, DTCC, to perform the second audit and to confirm whether Respondent addressed the compliance recommendations from the initial audit report. The second audit shall be conducted under the supervision of the Designated Official. Within 24 months after the date of the Order, Respondent shall submit a draft audit plan for the second audit to the Director, DTCC, for review and comment. Within 27 months after the date of the Order, the second audit shall be completed, and a written report prepared that confirms whether Respondent addressed the compliance recommendations from the initial audit report and that makes additional recommendations to address any remaining deficiencies. Respondent shall submit the report and its plan on how it intends to address those recommendations to the Director, DTCC.

Penalty

(18) Respondent agrees that it shall pay in fines and in remedial compliance measures an aggregate civil penalty of eight hundred fifty thousand dollars (\$850,000) to complete settlement of alleged civil violations pursuant to the AECA and the ITAR, as set forth in the Proposed Charging Letter. Respondent agrees to waive its rights to raise the defense of statute of limitations with regard to the collection of the civil penalty imposed by this Consent Agreement, and that the statute of limitations shall be tolled until the last payment is made. Respondent also agrees that such civil penalty shall be a nondischargeable debt in accordance with section 523(a)(7) of the Federal Bankruptcy Code.

The civil penalty shall be payable as follows:

- a. Four hundred twenty-five thousand dollars (\$425,000) shall be paid through four (4) installments as follows:
 - 1) One hundred six thousand two hundred fifty dollars (\$106,250) is to be paid within ten days from the date of the Order.
 - 2) One hundred six thousand two hundred fifty dollars (\$106,250) is to be paid within one year from the date of the Order.

- 3) One hundred six thousand two hundred fifty dollars (\$106,250) is to be paid within two years from the date of the Order.
- 4) One hundred six thousand two hundred fifty dollars (\$106,250) is to be paid on or before the third anniversary of the date of the Order.

The Department and Respondent agree that no interest shall accrue or be due on the unpaid portion of the civil penalty if timely payments are made as set forth in paragraphs (a)(1) through (a)(4) above.

- b. The remaining penalty of four hundred twenty-five thousand dollars (\$425,000) is hereby assessed for remedial compliance measures. However, this amount shall be suspended on the condition that this amount, as determined by DTCC and set forth in paragraph 18(c) below, shall be applied to Consent Agreement-authorized remedial compliance costs over the term of this Consent Agreement for the purpose of defraying a portion of the costs associated with the remedial compliance measures specified in this Consent Agreement.
- c. Respondent's Controller in consultation with the Designated Official shall provide to DTCC no later than one year from the date of this Consent Agreement, and then annually thereafter, for verification and approval an itemized accounting, certified as correct by the Controller, of all Consent Agreement-authorized remedial compliance costs, to include those expenditures claimed against suspended penalties, showing specifics of how money was used to strengthen compliance within the terms of the Consent Agreement. To the extent that DTCC determines that expenditures claimed, or any portion thereof were utilized for Consent Agreement-authorized remedial compliance costs, that amount shall be credited against the suspended penalty amount outlined in paragraph 18(b).

- d. Any remaining portion of the suspended penalty unutilized at the conclusion of the terms of the Consent Agreement shall no longer be suspended and shall be paid within 30 days.
- e. From the date of the Order, Respondent is precluded from applying any portion of the eight hundred fifty thousand dollars (\$850,000) penalty set forth in paragraph 18 as costs in any contract with any agency of the U.S. Government or any other contract where the result would be the application of any portion of the penalty as costs in any contract with any agency of the U.S. Government. Respondent agrees and shall certify in each written accounting report that the penalty, or any portion thereof: (a) shall be treated as expressly unallowable costs under the Federal Acquisition Regulations; (b) shall not be recovered or sought to be recovered as allowable costs, either directly or indirectly under any federal prime contract, grant or subcontract; and (c) shall not be taken as a federal tax deduction. In the event Respondent violates these prohibitions, the Department shall deem it a "failure to apply funds appropriately for the required purpose."
- f. Any failure to apply funds appropriately for the required purpose, or to provide a satisfactory accounting, shall result in a lifting of the suspension, in which case Respondent shall be required to pay immediately to the Department the amount of the suspended portion of the penalty, less any amounts the Department deems to have been improperly applied and accounted for expenditures in compliance with this Consent Agreement.

Debarment

(19) Respondent has acknowledged the seriousness of the violations cited in the Proposed Charging Letter. It has also undertaken to make amends by paying a cash penalty and agreeing to implement the significant additional remedial compliance actions specified in this Consent Agreement. For these reasons, the Department has determined not to impose an administrative debarment of Respondent based on the civil charges summarized in the Proposed Charging Letter and certain facts disclosed in writing to the Department identified in paragraph 23. The Department reserves all rights to impose additional sanctions,

including debarment under the ITAR, against Respondent if it does not fulfill the provisions of the Consent Agreement or is responsible for other compliance or law enforcement issues under the AECA, or under other statutes enumerated in § 120.27 of the ITAR.

On-site Reviews by the Department

(20) For the purpose of assessing compliance with the provisions of the AECA, the ITAR, and future authorizations, Respondent agrees to arrange and facilitate, with minimum advance notice, on-site reviews by the Department while this Consent Agreement remains in effect.

Understandings:

(21) No agreement, understanding, representation or interpretation not contained in this Consent Agreement may be used to vary or otherwise affect the terms of this Consent Agreement or the Order, when entered, nor shall this Consent Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the United States Government with respect to the facts and circumstances addressed in the Proposed Charging Letter. Respondent acknowledges and accepts that there is no understanding expressed or implied through this Consent Agreement with respect to a final decision by the Department concerning export licenses or other U.S. Government authorizations.

(22) Respondent acknowledges the nature and seriousness of the offenses charged in the Proposed Charging Letter, including the potential risk of harm caused to the security and foreign policy interests of the United States. If this Consent Agreement is not approved pursuant to an Order entered by the Assistant Secretary for Political-Military Affairs, the Department and Respondent agree that they may not use this Consent Agreement in any administrative or judicial proceeding, and that the parties shall not be bound by the terms contained in this Consent Agreement.

(23) The Department agrees that, upon signing of the Order, this Consent Agreement resolves with respect to Respondent the civil penalties or administrative sanctions with respect to civil violations of the AECA or the ITAR arising from facts Respondent has disclosed in writing to the Department in its directed disclosure assigned DTCC Case Number 21-0000203 and facts disclosed to the Department by the Department of Justice.

Waiver

(24) Respondent waives, upon the signing of the Order, all rights to seek any further steps in this matter, including an administrative hearing pursuant to Part 128 of the ITAR. Respondent also waives any such rights with respect to any additional monetary penalty assessed by the Director, DTCC, in connection with an alleged material violation of this Consent Agreement (any such additional monetary penalty imposed shall be limited to eight hundred fifty thousand dollars (\$850,000) except as follows: In the event that the Director, DTCC determines that Respondent has materially violated this Consent Agreement and imposes such additional monetary penalty, and Respondent disputes such determination, Respondent may appeal such determination to the Assistant Secretary for Political-Military Affairs, and the decision of the Assistant Secretary for Political-Military Affairs shall be the final determination in the matter, which may not be appealed. Respondents also agree that any such additional monetary penalty shall be nondischargeable under section 523(a)(7) of the Federal Bankruptcy Code, and subject to the conditions of paragraph 18. Respondent also waives the right to contest the validity of this Consent Agreement or the Order, including in any action that may be brought for the enforcement of any civil fine, penalty or forfeiture in connection with this Consent Agreement or Order.

Certification

(25) No later than three (3) months prior to the third anniversary of the date of the Order, or three (3) months prior to the second anniversary of the date of the Order if the Director, DTCC, intends to terminate the Consent Order upon the completion of a two (2) year term as provided in paragraph (26), Respondent shall submit to the Director, DTCC, a written certification as to whether all aspects of this Consent Agreement have been implemented, Respondent's export compliance program has been assessed, and whether Respondent's export compliance program is adequate to identify, prevent, detect, correct, and report violations of the AECA and the ITAR. Also, in the certification letter, Respondent shall provide detailed information on how Respondent met each requirement under the Consent Agreement.

(26) This Consent Agreement shall remain in force beyond the three (3) year term until such certification is submitted and the Director, DTCC,

determines based on this certification and other factors that all compliance measures set forth in this Consent Agreement have been implemented, and that Respondent's ITAR compliance program appears to be adequate to identify, prevent, detect, correct, and report violations of the AECA and the ITAR.

After two years, Director, DTCC, may terminate the consent agreement prior to the three (3) year term, if Director, DTCC determines based on Respondent's written certification and other factors that all compliance measures set forth in this Consent Agreement have been implemented, and that Respondent's export compliance program is adequate to identify, prevent, detect, correct and report violations of the AECA and the ITAR.

Documents to be Made Public

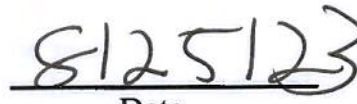
(27) Respondent understands that the Department shall make this Consent Agreement, the Proposed Charging Letter, and the Order, when entered, available to the public.

When Order Becomes Effective

(28) This Consent Agreement shall become binding on the Department only when the Assistant Secretary for Political-Military Affairs approves it by entering the Order, which shall have the same force and effect as a decision and Order issued after a full administrative hearing on the record.

U.S. Department of State


Jessica Lewis
Assistant Secretary
U.S. Department of State


Date

Island Pyrochemical Industries Corp.


Amnon Parizat
President & CEO

Island Pyrochemical Industries Corp.

Aug 10, 2023
Date