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|  | END USE CERTIFICATE  NON-RE-TRANSFERT, NON-EXPORT or NON-RE-EXPORT COMMITMENT | N°10919\*04 |

1. Name of French licensee: 2. Name, address of end user: 3. End user’s state:

1. License’s reference:
2. If applicable, reference and date of contract or order:
3. Products:

|  |  |
| --- | --- |
| Quantity | Products designation  (All types of equipment, software and technical data, particularly as part of service provision – training, documentation, technical support, presentation… - whether delivered in tangible or intangible forms). |
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1. Certification and engagement of first consignee and potential intermediaries 7a) Certification and engagement of first consignee:

We certify that we are the first consignee of the goods defined in section 6. With the exception of

the end-user specified in section 2, or an intermediary specified in section 7b, we will not to sell, give, lend, transmit to anyone or retransfer and re-export any of these products, without the prior written approval of the French Government.

Signature

Name and title of signatory Date & Stamp

7b) Certification and engagement of intermediaries:

We certify that we receive, as an intermediary, some or all of the products specified in section 6.

With the exception of the end-user specified in section 2 or another intermediary specified in section 7, we will not sell, give, lend or transmit to anyone or retransfer and re-export any of these products, without the prior written approval of the French Government.

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1. End use (please state the purpose – name and short description of the program, the operation or the weapon system – for which the products will be used):
2. Certification and engagement of the end-user:

9a) We certify that we are the end-user of the products specified in section 6. We will not sell, give, lend, transmit to any one or retransfer and re-export these products without the prior written approval of the French Government. This engagement covers any new import or new transfer (of specific supplies, spare parts, repaired parts, tools and training) related to the operational implementation of these products.

We acknowledge that the prior approval of the French Government is not required:

* + In the case of a permanent or temporary return of the goods to the operator specified in section 1, to a facility located in France, for which we certify that, if asked, we will provide the French Government with all the elements proving this return;
  + In the case of the use of the products by armed forces, identified as end-users, as part of national or international operations, training exercises and manoeuvers, as long as they remain at all times under their full responsibility;
  + When the export or the transfer of the goods from France is only temporary, which allows their restitution to the operator specified in section 1.

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9b) We certify that the goods specified in section 6 are destined to be integrated into our own manufactured products or to be substantially transformed by us.

We certify that we will not sell, give, lend, transmit to anyone or retransfer and re-export non- integrated or transformed products without the prior written approval of the French Government.

We also certify that we will not sell, give, lend, transmit to any third party or retransfer and re- export the products specified in section 6 that are not destined to be integrated nor transformed (documentation, tools, accessories, spare parts…).

These engagements cover any new import or new transfer (of specific supplies, spare parts, repaired parts, tools and training) related to the operational implementation of these goods.

We acknowledge that the prior approval of the French Government is not required:

* In the case of a permanent or temporary return of the goods to the operator specified in section 1, on a facility located in France, for which we certify that, if asked, we will provide the French Government with all the elements proving this return;
* In the case of the use of the products by armed forces, identified as end-users, as part of national or international operations, training exercises and manoeuvers, as long as they remain at all times under their full responsibility;
* When the export or the transfer of the goods from France is only temporary, which allows their restitution to the operator specified in section 1.

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1. Certification of the government of the end-user state:

We certify that the end-user specified in section 2 is authorized to acquire the goods specified in section 6.

10a) We certify that we will not authorize the re-transfer, re-sale, lending, giving or transmission of the products specified in section 6, outside of the state’s territory as specified in section 3, without the prior written approval of the French Government. This engagement covers any new import or new transfer (of specific supplies, spare parts, repaired parts, tools and training) related to the operational implementation of these goods.

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10b) We certify that we take note of the commitments regarding the products in section 6, which are subject to the control regime of war equipment, equivalent products and defence-related products under French rules and regulations

Signature

Name and title of signatory Date & Stamp