EXPORT LICENCE

Open General Export Licence (Software and Source Code for Military Goods) dated 4th June 2007 granted by the Secretary of State.

The Secretary of State, in exercise of powers conferred by Article 12 of the Export of Goods, Transfer of Technology and Provision of Technical Assistance (Control) Order 2003[(a)] ("the Order"), hereby grants the following Open General Export Licence.

Licence

1. Subject to the following provisions of this Licence:

(1) "software" and "source code" as specified in Part A of Schedule 1 hereto, other than any specified in Part B thereof, may be exported from the United Kingdom to any destination other than a destination in any country specified in Schedule 2 hereto, providing the "software" or "source code" being supplied is;

(a) in support of previously supplied goods, "software" or "source code", including support, training, repair and maintenance, for delivery to that entity and in accordance with an individual export licence granted by the Secretary of State within 2 years of the date of export; or

(b) for "evaluation".

Exclusions

[(a)] S.I.2003/2764, as amended

2. This licence does not authorise the export of "software" or "source code":

(1) if the exporter has been informed by a "competent authority" that the "software" or "source code" is or may be intended, in its entirety or in part, to be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons, or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons;

(2) if the exporter is aware that the "software" or "source code" is intended, in its entirety or in part, to be used in connection with one of the activities referred to in sub-paragraph 2(1);

(3) if the exporter has grounds for suspecting that the "software" or "source code" is or maybe intended, in its entirety or in part, for any uses referred to in sub-paragraph 2(1), unless he has made all reasonable enquiries as to its proposed use and satisfied himself that the “software” or “source code” will not be so used;

(4) to a destination within a "Customs Free Zone";

(5) if their export is controlled by virtue of any "entry" specified in Annex I to Council Regulation (EC) No. 1334/2000[(b)] or Schedule 2 to the Order, not specified in Schedule 1;

(6) if the exporter has been informed by a "competent authority", or is otherwise aware, (e.g. from information received from

[(b)] O.J.L159, 30.6.2000, as amended

the manufacturer), that the "software" or "source code" has been classified by the Ministry of Defence as having a protective marking of CONFIDENTIAL or above, **unless**:

(a) the proposed export has been approved by the Ministry of Defence under "F680" or "F1686" and a written letter of clearance has been issued under the appropriate procedure; and

(i) the clearance approval is not time expired at the time the export takes place; and

(ii) the "software" or "source code" is identical to that for which the clearance was given; and

(b) the exporter has a current written Security Transportation Plan and has applied for and obtained a current written letter of clearance issued by MOD DE & S Security Advisers Office which relates to all "software" or "source code" associated with the particular export of protectively marked "software" or "source code" which are CONFIDENTIAL or above;

(7) " Software" or "source code" provided for "evaluation" shall be returned to the United Kingdom within 12 months of the date of exportation or the exporter can choose to limit the validity of the "software" or "source code" to 12 months by:

(a) technically adapting the computer "programme" so that it expires at a pre-determined time (time bombing);

(b) issuing a time limited "evaluation" contract to the end-user; or

(c) the "software" or "source code" is subsequently authorised for supply to the end-user through the issue of a valid licence;

Conditions and Requirements

3. The authorisation in paragraph 1 is subject to the following conditions:

(1) "software" or "source code" exported under paragraph 1 (1) (a) must not be intended to significantly enhance the military capability of the end-user beyond what was originally supplied under the original licence issued by the Secretary of State within the previous two years;

(2) the exporter **must** obtain prior to exporting any "software" or "source code" pursuant to paragraph 1(1)(b) to this licence written approval from the MOD ("F680") for the goods to undergo "evaluation" in the country of destination for which the export is intended;

(3) on exportation of any "software" or "source code" pursuant to paragraph 1(1)(a) to this licence, the exporter shall produce to an officer of HM Revenue and Customs, if so requested:

(a) a copy of the original licence under which the previous goods, "software" or "source code", for which this export is in support of, were exported from the UK; or

(b) if not the original supplier, an assurance from the end-user that the export is in support of goods, "software" or "source code" previously supplied to them from the UK under a valid export licence;

(4) before an exporter first exports "software" or "source code" under this licence, he shall have informed the Secretary of State of his intention to export under this Licence, specifying the name of the exporter and the address at which records of their export may be inspected under condition 3(6) below;

(5) except in the case of an export of "software" or "source code" by telephone, fax or other electronic media, official and commercial export documentation accompanying the "software" or "source code" shall include a note stating that “the "software" or "source code" is being exported under the Open General Export Licence (Software and Source Code for Military Goods)” and shall be presented to an officer of HM Revenue and Customs if so requested;

(6) the exporter shall maintain records of every exportation made under this Licence including the following information:

(a) in so far as it is known to him, the name and address of any consignee of the "software" or "source code", and any person to whom the "software" or "source code" is to be, or has been, delivered;

(b) his address;

(c) the date of exportation;

(d) a description of the "software" or "source code" exported;

(e) MOD "F680" or "F1686" clearance letter referred to in 2(6)(a) (in the case of "software" or "source code" classified CONFIDENTIAL or above) and 3(2) above;

(f) MOD DE & S Security Advisers Office clearance letter referred to in 2(6)(b) above (in the case of "software" or "source code" classified CONFIDENTIAL or above);

(g) for supplies under paragraph 1(1)(a), a copy of the licence originally issued by the Secretary of State relating to the original export to which this supplementary export relates and/or an appropriate assurance from the end user as set out in 3(3)(b) above; and

(h) for supplies under paragraph 1(1)(b), a copy of the "F680" letter granting written approval for the overseas marketing of the export in question;

any such records shall be kept for at least four years from the date of the relevant export and the exporter shall permit them to be inspected, and copied, by any person authorised by the Secretary of State;

(7) the exporter shall notify the Secretary of State of any change in the address referred to in paragraph 3(4) above within 30 days of that change; and

(8) subject to the provisions of this Licence, Article 14 of the Order shall apply to any export under this Licence.

Prohibitions not affected by this Licence

4. Nothing in this Licence shall affect any prohibition or restriction on the exportation or carrying out of any other act with respect of the exportation of any technology concerned under, or by virtue of, any

enactment other than a prohibition or restriction in the legislation under which this licence was issued, as set out in the licence itself.

Interpretation

5. For the purpose of this Licence:

(1) "the Act" means the Export Control Act 2002[(c)];

(2) "competent authority" means the Secretary of State or any other competent authority empowered by a Member State to issue export authorisations for the purposes of Council Regulation (EC) No. 1334/2000;

(3) a "Customs Free Zone" is a part of the territory of a country where any goods introduced are generally regarded, insofar as import duties and taxes are concerned, as being outside the Customs territory of that country, and are not subject to the Customs controls that would otherwise apply;

(4) "entry" includes part of an entry;

(5) "evaluation" means the temporary use (including testing) of "software" or "source code" by either potential customers (or intermediaries) outside of the exporter's control (i.e. not a demonstration) or a national subsidiary (or partner) or a UK Company, prior to potential supply;

(6) "software" means one or more "programmes" or "microprogrammes" fixed in any tangible medium of expression;

[(c)] 2002 c.28

(7) "programme" means a sequence of instructions to carry out a process in, or convertible into, a form executable by an electronic computer;

(8) "microprogramme" means a sequence of elementary instructions, maintained in a special storage, the execution of which is initiated by the introduction of its reference instruction into an instruction register;

(9) "source code" (or source language) is a convenient expression of one or more processes which may be turned by a programming system into equipment executable form;

(10) MOD "F680" or "F1686" procedures are a means by which exporters can become informed of any objections or problems associated with the marketing or supply of particular military "software" or "source code", and to be advised of the protective security grading of the "software" or "source code" and provide clearance to sub contract or team on projects with overseas companies;

(11) "MANPADS" – Man-Portable Air Defence Systems – surface-to-air missile systems designed to be man-portable and carried and fired by a single individual; and other surface-to air missile systems designed to be operated and fired by more than one individual acting as a crew and portable by several individuals; and

(12) unless the context otherwise requires, any other expression used in this Licence shall have the meaning it bears in "the Act" or in the Order.

Entry into Force

6. This Licence shall come into force on 11th June 2007.

An Official of the Department of
Trade and Industry authorised to act on
behalf of the Secretary of State

SCHEDULE 1

GOODS CONCERNED

PART A

Any "software" in Part I of Schedule 1 to the Order falling within "entry":
ML21.a.;
ML21.b.1.a.;
ML21.b.1.b.(for monitoring or maintenance of "software" embedded in military systems);
ML21.b.3. (as it relates to ML5., ML7.g., ML9., ML10.e., ML14., ML15., ML17.i.); and ML21.c.

Any "source code", relating to the above listed "software", in Part I of Schedule 1 to the Order falling within "entry" ML22.

PART B

Any "software" or "source code" specified in **PART A** of this Schedule which relate to any of the following goods in Part I of Schedule 1 to the Order:

1. Goods falling within "entry" ML4. as follows:

    (1) anti-personnel landmines, and specially designed components therefor;

    (2) rockets or missiles capable of a range of at least 300 km;

    (3) components usable in item 1(2) above as follows:

        (a) individual rocket stages;

        (b) re-entry vehicles, and components therefor as follows:

            (i). heat shields and components therefor;

(ii). heat sinks and components therefor; or

(iii). electronic equipment for re-entry vehicles;

(c) rocket engines;

(d) thrust vector control systems; and

(e) weapon or warhead safing, arming, fuzing and firing;

(4) complete "MANPADS" (with or without missiles, including related launching equipment and rockets) and specially designed components therefor;

(5) missiles for "MANPADS" (including missiles which can be used without modification in other applications);

2. Goods falling within "entry" ML10.c. as follows:

(1) unmanned aerial vehicles (UAVs) and components specially designed or modified for unmanned aerial vehicles;

3. Goods falling within "entry" ML11. as follows:

(1) guidance sets capable of achieving a system accuracy of 3.33% or less of the range, usable in rockets or missiles capable of a range of at least 300 km;

(2) test equipment for "MANPADS";

4. Goods falling within "entries" ML13.a. and b.;

5. Goods falling within "entry" ML14. as follows;

(1) Training equipment for "MANPADS";

6. Goods falling within "entries" ML17.f. and g.;

7. Goods falling within "entry" ML18. as follows,

(1) production equipment for "MANPADS";

8. Goods falling within "entries" PL5001.c., d., g., and h.

SCHEDULE 2

DESTINATIONS CONCERNED

This export authorisation is valid for exports to the following destinations:

All destinations other than in:

Afghanistan, Albania, Algeria, Angola, Argentina, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Bulgaria, Burma (Myanmar), Burundi, Croatia, Cuba, Democratic Republic of the Congo, Eritrea, , Ethiopia, Georgia, Indonesia, Iran, Iraq, Ivory Coast, Kazakhstan, Kyrgyzstan, Lebanon, Liberia, Libya, the former Yugoslav Republic of Macedonia, Moldova, Mongolian People's Republic, Namibia, Nepal, Nigeria, North Korea, Pakistan, People's Republic of China (including Hong Kong and Macau Special Administrative Region), Russian Federation, Rwanda, Serbia and Montenegro, Sierra Leone, Socialist Republic of Vietnam, Somalia, Sudan, Syria, Taiwan, Tajikistan, Tanzania, Turkmenistan, Uganda, Ukraine, Uzbekistan and Zimbabwe.

EXPLANATORY NOTE

(This Note is not part of the Licence)

1. This Open General Export Licence permits, subject to certain conditions, the exportation to any destination other than in any country specified in Schedule 2 to the Licence of "software" and "source code" specified in Part A of Schedule 1, excluding that specified in Part B thereof.

2. Where under paragraph 1(1)(a) of the Licence, the "software" or "source code" is for supply and carries a UK protective marking of CONFIDENTIAL or above exports cannot be made under the authority of the licence unless the exporter has approval in writing from the Ministry of Defence. The additional obligations of List X companies are set out in the Manual of Protective Security issued by the Cabinet Office. Where under paragraph 1(1)(b) of the Licence, the "software" or “source code” is for "evaluation", exports cannot be made under the authority of the Licence unless the exporter has approval in writing from the Ministry of Defence.

MOD application forms can be obtained from:

(1) Reference:- MOD "F680":

Ministry of Defence
Directorate of Export Services Policy
St. George’s Court
2-12 Bloomsbury Way
London WC1A 2SH

(2) Overseas Government site clearances, "F1686" and Security Transportation Plan approvals can be obtained from:

Principal Security Adviser
Industrial Security Section
Defence Equipment and Support
Facilities Management Group
Ministry of Defence
DE&S Security Advisers Office
Poplar – 1 # 2005
Abbey Wood
Bristol BS34 8JH
Tel: 0117 913 3677
Fax: 0117 913 0629

3. "**F1686**" **Procedure:**

This procedure is applicable to List X companies and is laid out in the Cabinet Office Manual of Protective Security (MOPS), Supplement 8, Appendix S8.4. It is properly known as, "Application to subcontract or collaborate on protectively marked (classified) work."

4. It is a condition of the Licence that, before making first use of the Licence, the exporter shall tell the Secretary of State of his intention to export "software" or "source code", which falls under its control. This notification should be given in writing or by facsimile transmission to:

Export Control Organisation
Customer Services and Compliance Unit
Department of Trade and Industry
Kingsgate House
66-74 Victoria Street
London SW1E 6SW

Fax No.: 020 7215 0531

5. The provisions of the Licence only apply for the purposes of the Export of Goods, Transfer of Technology and Provision of Technical Assistance (Control) Order 2003. They do not affect the need to obtain other consents that may be required for the export of particular "software" or "source code" whether under other statutory provisions (such as the Official Secrets Act 1989) or otherwise (such as under contractual obligations). In addition, the Licence does not extend to prohibitions in other legislation implementing United Nations sanctions.

ANNEX: EXAMPLES OF SUPPLIES COVERED BY THIS OGEL

NB: *coverage below is always limited to a supply in support of a previous export that has been authorised under a valid UK SIEL or OIEL (to the same end user, but from any UK exporter provided the linkage can be proven) during the last two years.*

After the event scenario	OGEL coverage extends to;
Training; either on "software" or "source code" previously supplied or of a more generic nature. Either to overseas employees of company or independent parties such as training colleges.	For basic or static state training, i.e. where it enables people to train on a capability that has already been given, where the training is to supplement a previous supply of "software", "source code" or hardware.
Inconsequential improvements; a range of improvements to previously supplied "software" or "source code", which do not enable the end user to do anything substantively different, but will make the "software" or "source code" more user-friendly.	For example; • conversion to local language, • adding drop down menus so that users can navigate around the system better; • presentational alterations to screen displays (colour changes, type size etc) • shifting "software" or "source code" from one platform to another without changing its particulars If a new release of "software" or "source code" does no more than wrap up a number of inconsequential improvements, then the OGEL may be used; if it enhances the "software" or "source code" beyond that, then it may not be.
Support, repair and maintenance; a range of situations in which previously supplied software is not working properly and needs to be returned to its working state without enhancing beyond what was originally supplied.	Allow coverage to, same state support, repair and maintenance. Examples include; • bug fixes • provision of patches to overcome operating problems • installation/re-installation • telephone support to user and

	remote diagnosis