

## ITAR REQUIREMENTS

All suppliers are required to comply with International Traffic in Arms Regulation (ITAR). The drawings and/or specifications provided by EBA&D under this order are controlled under the U.S. ITAR and may not be (a) sent or transmitted by any means outside the U.S. or (b) furnished or made available to a Foreign Person (any person who is not a U.S. citizen or lawful permanent resident /Green card holder) inside or outside of the U.S, except in accordance with the ITAR and any approvals by issued by the U. S. Department of State.

Non- US suppliers, who provide goods for sale under this Purchase Order, shall comply with and provide certification of compliance with the appropriate requirements, I or II listed in this document. EBA&D's DSP-5 Export License Number referenced on the face of the Purchase Order.

### **I. For all Canadian Purchases only, the following requirement applies**

**The following special terms apply to all items on this Purchase Order.**

- 1) By accepting this Purchase Order, the contractor certifies that it is a Canadian-registered person in accordance with the Canadian Defense Production Act.
- 2) The drawings and specifications provided by EBA&D under this Purchase Order are controlled under the U.S. International Traffic in Arms Regulations (ITAR) and (a) may not be disclosed to any third party without prior written approval from EBA&D (which will be granted only in accordance with the ITAR) and (b) may be used only for the purpose of manufacturing the items ordered herein.
- 3) The articles manufactured hereunder shall only be delivered only to EBA&D.
- 4) The drawings and specifications provided by EBA&D under this Purchase Order may be furnished to other Canadian-registered persons for purposes of subcontracting, but (a) only pursuant to EBA&D's prior written approval and (b) only if the subcontract includes all of the terms of this section.
- 5) All drawings and specifications provided hereunder (and all copies thereof on any media) must be returned or destroyed upon the completion of this work under this Purchase Order, and the contractor shall provide a written certification that this provision has been fulfilled.
- 6) Should this Purchase Order require the preparation of documentation derived from the drawings or specifications furnished by EBA&D, the contractor shall mark the documentation with the following legend:

This document contains technical data, the use of which is restricted by the U.S. Arms Export Control Act. This data has been provided in accordance with, and subject to, the limitations specified in section §126.5 of the International Traffic in Arms Regulations (ITAR). By accepting this data, the consignee agrees to honor the requirements of the ITAR.

- 7) By acknowledging this Purchase Order, the supplier agrees that it complies with the requirements stated herein.

### **II. For All Other Offshore Procurement When The Canadian Exemption Does Not Apply**

**The following special terms apply to all items on this Purchase Order**

- 1) The drawings and specifications provided by EBA&D under this Purchase Order are controlled under the U.S. International Traffic in Arms Regulations (ITAR) and have been furnished under DSP-5 Export License Number referenced on the face of the Purchase Order.
- 2) The drawings and specifications provided by EBA&D under this Purchase Order (a) may not be disclosed to any third party without prior written approval from EBA&D (which will be granted only in accordance with the ITAR) and (b) may be used only for the purpose of manufacturing the items ordered herein.
- 3) The articles manufactured hereunder shall be delivered only to EBA&D or to an agency of the U.S. Government.
- 4) The drawings and specifications provided by EBA&D under this Purchase Order may be furnished to subcontractors in the same country as that of the company accepting this Purchase Order, but (a) only pursuant to EBA&D's prior written approval and (b) only if the subcontract includes all of the terms of this section.
- 5) The company accepting this Purchase Order shall not obtain any proprietary rights in the drawings and specifications provided hereunder.

- 6) All drawings and specifications provided hereunder (and all copies thereof on any media) must be returned or destroyed upon the completion of work under this Purchase Order, and the contractor shall provide a written certification that this provision has been fulfilled.
- 7) By acknowledging this Purchase Order, the supplier agrees that it complies with the requirements stated herein.