



General Export Authorization Certificate for Repair, Maintenance, or Replacement of Certain Strategic Goods

Reference Code: GEN-2022-A

Amended as of 09 October 2023 (3rd Amendment)

This General Authorization is hereby issued pursuant to Section 9(d) of the Strategic Trade Management Act (STMA), and Rule 1, Section 4(a)(3) of the STMA Implementing Rules and Regulations (IRR).

I. Purpose

The item/s on List A of this authorization may be exported to the countries on List B and C provided that the following conditions are met:

- A. that the item/s exported for repair, maintenance or replacement will be returned to the Philippines after these services have been completed within the stated timeframe; and,
- B. in case of replacement, exportation takes place during the warranty period except for countries of destination under List C.

II. Exclusion

The General Export Authorization shall not be used for the export of items for repair, maintenance, and replacement under any of the following conditions:

- A. If the exporter has been informed by the STMO that the items are or may be intended, in their entirety or in part:
 1. for use 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. for a military end-use and the purchasing country or country of destination is subject to an arms embargo imposed through its listing as an embargoed destination or sanctions list under United Nations Security Council Resolutions (UNSCRs), or STMO's List of Prohibited End-Users; or,
 3. for use as parts or components of military items listed in this authorization without authorization or in violation of an authorization.



- B. If the exporter is aware that the items in question are intended, in their entirety or in part, for any of the users referred to in paragraph A.1;
- C. If the exporter has grounds for suspecting that the items in question are or may be intended, in their entirety or in part, for any of the uses referred to in paragraph A.1, unless the exporter has made all reasonable inquiries as to the end-use of the item/s and is satisfied that the items will not be used for WMD purposes; or,
- D. If at the time of export, the exporter has been served a notice which suspends or revokes their ability to use this authorization, unless the period of suspension has expired.

III. Conditions Before the Use of General Export Authorization for Repair, Maintenance, or Replacement of Certain Strategic Goods

All the following conditions shall be mandatorily complied with before an exporter may use the General Export Authorization:

- A. The exporter must be registered under the STMO;
- B. The item/s for export for repair, maintenance, or replacement are listed in List A and the country of destination in List B;
- C. The strategic goods or technology are not known, believed, suspected, or intended to be used in relation to a nuclear, chemical, or biological weapons program, or their delivery systems;
- D. The export does not violate any provisions of the STMA, its Implementing Rules and Regulations, including *DTI MC No. 20-13 (MC on STMO's List of Prohibited End-Users)*;
- E. The consignee of the item/s shall be limited to any of the following:
 - 1. Original supplier or manufacturer of strategic goods; or,
 - 2. Service provider of the original supplier or manufacturer of strategic goods.
- F. Coincidental improvements or replacement of obsolete parts and components may be allowed, provided these do not result in any enhancement to the functional capability of the item and add any new additional functions that will change the NSGL code classification of the item; and,
- G. The replacement of a new model/ brand may be permitted provided it has the same NSGL code classification as that of the replaced item.

IV. Responsibilities of Person Using the General Export Authorization

The exporter shall mandatorily comply with the following conditions after using the General Export Authorization:



- A. Submit an annual report on the usage/ utilization of the General Export Authorization to the STMO on or before June 15 of every year;
- B. Keep records of the transaction and/or books of accounts, business and computer systems, and all commercial and technical data related to the transaction for ten (10) years from the date of the completion of the transactions, including those enumerated under Section 5.2. of *DTI MC No. 22-13 (MC on Guidelines on the Use of General Authorization)*;
- C. Notify the consignee of the conditions of this authorization;
- D. Immediately inform the STMO if he/she becomes aware of information concerning the use of goods, in whole or in part, for the development, production, use, maintenance, stockpiling, detection, identification, or dissemination of weapons of mass destruction, means of their delivery, for military purposes in an embargoed destination, or for purposes of endangering national security;
- E. Stop the export of any item/s under this authorization, if the authorization user has been served with a notice from the STMO which suspends or revokes their ability to use this authorization; and,
- F. Cooperate with the STMO and allow the records or documents of covered transactions to be audited, inspected, and/or copied by an authorized STMO officer.

V. Penalties for Non-compliance

Noncompliance with the conditions set forth under paragraphs III and IV of this General Authorization shall subject the exporter and/ or parties involved to the penalties provided for under Sections 19, 20, 22, 23, 24, and 25 of the STMA.

VI. Validity

This General Export Authorization shall be valid for a lifetime, unless revoked or suspended by the STMO.

VII. Effectivity

This General Authorization shall take effect immediately.

ATTY. JANICE SACEDON-DIMAYACYAC
Director
Strategic Trade Management Office



LIST A: List of Strategic Goods for Repair / Replacement

Items specified in any of the following entries in NSGL Annex II:

1A004.d	3A201	6B008
1A006	3A225	6B108
1A007	3A226	
1A008	3A227	7A117
1A102	3A228	7B001*
1B226	3A231	7B003**
1B231	3A232	7B103***
1B233	3A234	
1B234	3B001	8A002
1B235	3B002	
1C001	4A003	9A004
1C012	4A004	9A005
1C101	4A005	9A007
1C233		9A008
1C235	5A001	9A009
1C239	5A002 except 5A002.c-e	9A104
1C350.66 to 1C350.89	5A004	9A105
1C351		9A106
1C353	6A001	9A108
1C354	6A002	9A116
	6A003	9A117
	6A005	9A119
2B352	6A008	9B001.c
	6A203	9B115****
3A001	6A225	9B116*****
3A002	6A226	
3A003	6B002	
3A101		

*7B001 Test, calibration or alignment equipment specially designed for equipment specified in 7A117.

**7B003 Equipment specially designed for the production of equipment specified in 7A117.

***7B103 Production facilities specially designed for equipment specified in 7A117.

****9B115 Specially designed production equipment and production facilities for the systems, sub-systems and components specified in 9A005, 9A007.a., 9A008.d., 9A105.a., 9A106.c., 9A108.c., 9A116 and 9A119.

*****9B116 Specially designed production facilities for the systems, sub- systems and components specified in 9A004, 9A005, 9A007.a., 9A008.d., 9A104, 9A105.a., 9A106.c., 9A108.c., 9A116 and



LIST B: List of Countries of Destinations for Repair, Maintenance, or Replacement Under Warranty

- I. **Countries of Destination** – This general authorization is valid for the following destinations:

Argentina	Iceland	Norway
Australia	India	Poland
Austria	Ireland	Portugal
Belgium	Israel	Romania
Brazil	Italy	Singapore
Bulgaria	Japan	Slovakia
Canada	Latvia	Slovenia
Czech Republic	Liechtenstein	South Africa
Denmark	Lithuania	South Korea
Estonia	Luxembourg	Spain
Finland	Malaysia	Sweden
France	Malta	Switzerland
Germany	Mexico	Taiwan
Greece	Netherlands	United Kingdom
Hungary	New Zealand	United States of America

- II. **Intra-company Transfers** – Intra-company transfers may also be possible to the countries of destination specified below provided that:

- a. The registered person has an audited Internal Compliance Program or self-certified copy of the ICP along with an undertaking thereon;
- b. The consignee is an affiliate/subsidiary included in the External Organizational Chart submitted to the STMO during registration; and
- c. The consignee, if not included in the External Organizational Chart, must have an existing contract with the Exporter to manage the items on its (exporter) and its affiliate's/ subsidiary's behalf, as the repair/maintenance or replacement service provider.

Albania	Bolivia	Djibouti
Algeria	Botswana	Dominica
Andorra	Brunei Darussalam	Dominican Republic
Angola	Burkina Faso	Ecuador
Antigua and Barbuda	Cameroon	El Salvador
Armenia	Cape Verde	Equatorial Guinea
Azerbaijan	Chad	Eswatini (Swaziland)
Bahamas	Chile	Ethiopia
Bahrain	Colombia	Fiji
Bangladesh	Comoros	French Guiana
Barbados	Congo-Brazzaville	Gabon
Belize	Costa Rica	Gambia
Benin	Croatia	Ghana
Bhutan	Cyprus	Grenada



Guam	Mozambique	Saudi Arabia
Guatemala	Namibia	Senegal
Guyana	Nauru	Seychelles
Honduras	Nepal	Sierra Leone
Indonesia	Niger	Solomon Islands
Jamaica	Nigeria	Sri Lanka
Jordan	Niue	Suriname
Kazakhstan	Oman	Tajikistan
Kenya	Pakistan	Tanzania
Kiribati	Palau	Thailand
Kuwait	Panama	Timor Leste
Kyrgyzstan	Papua New Guinea	Togo
Laos	Paraguay	Tonga
Lesotho	Peru	Trinidad and Tobago
Madagascar	Puerto Rico	Turkmenistan
Malawi	Qatar	Tuvalu
Maldives	Saint Kitts and Nevis	Uganda
Marshall Islands	Saint Lucia	United Arab Emirates
Mauritania	Saint Vincent and the Grenadines	Uruguay
Mauritius	Samoa	Uzbekistan
Micronesia	San Marino	Vanuatu
Monaco	Sao Tome and Principe	Vietnam
Mongolia		Zambia
Morocco		

LIST C: Countries of Destination for Replacement of Items Not Under Warranty

This general authorization is valid for the following destinations:

Australia	France	Netherlands
Austria	Germany	New Zealand
Belgium	Greece	Poland
Bulgaria	Hungary	Portugal
Canada	Ireland	South Korea
Czech Republic	Italy	Sweden
Denmark	Japan	United Kingdom
Finland	Luxembourg	United States of America