



**General Authorization Certificate for  
Repair, Maintenance, or Replacement of  
Certain Strategic Goods  
Reference Code: GEN-2022-A**

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**

Subject to the provisions herein, any item on List A of this authorization may be exported to the countries on List B, provided that the following conditions are met:

- A. that the item/s exported for repair, maintenance, or replacement shall be returned to the Philippines after such services have been performed within the declared period; and,
- B. for items to be replaced, the export transaction happens within the warranty period.

**II. Exclusion**

- A. This authorization does not permit the export of items under the following conditions:
  - 1. if the exporter has been informed by the STMO that the items are or may be intended, in their entirety or in part:
    - a. 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.
    - b. 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.

- c. for use as parts or components of military items listed in this authorization without authorization or in violation of an authorization.
2. 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 subparagraph II.A.1;
3. 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 subparagraph II.A.1.a, unless the exporter has made all reasonable inquiries as to their proposed use and is satisfied that the items will not be so used;
4. If their export is controlled by virtue of any entry in NSGL Annexes not specified on the goods listed on List A of this authorization; or,
5. Where the exporter has, at the time of export, been served with a notice which suspends or revokes their ability to use this authorization, unless the period of suspension or revocation has expired.

### **III. General Conditions Before the Use of Authorization**

- A. The exporter who will use this general authorization must be registered under the STMO.
- B. The general authorization is valid for a lifetime unless otherwise revoked or suspended by the STMO.
- 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 means of delivery.
- D. The transfer 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, and related issuances)*.

### **IV. Specific Conditions Before the Use of Authorization**

- A. 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.
- B. Coincidental improvements or replacement of obsolete parts and components may be allowed, provided these will 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.

- C. The replacement of a new model may be permitted provided it has the same NSGL code classification as that of the replaced item.

## V. Responsibilities of Person Using the Authorization

**The authorization user shall comply with the following conditions:**

- A. Submit to the STMO an annual report on the usage of the general authorization 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. Notify the STMO of any changes to the declared period of return of the item.
- E. 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;
- F. Stop the export of any items under this authorization, if the user has been served with a notice from STMO which suspends or revokes their ability to use this authorization pursuant to STMA;
- G. 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.

## VI. Effectivity

This General Authorization shall take effect immediately.

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**ATTY. LUIS MANUEL M. CATIBAYAN**  
Director  
Strategic Trade Management Office



## LIST A: List of Strategic Goods for Repair / Replacement Under Warranty

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

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

\*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 during the application for 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  
Guatemala  
Guyana  
Honduras  
Indonesia  
Jamaica  
Jordan  
Kazakhstan  
Kenya  
Kiribati  
Kuwait  
Kyrgyzstan  
Laos  
Lesotho  
Madagascar  
Malawi  
Maldives  
Marshall Islands  
Mauritania  
Mauritius  
Micronesia  
Monaco  
Mongolia  
Morocco

Mozambique  
Namibia  
Nauru  
Nepal  
Niger  
Nigeria  
Niue  
Oman  
Pakistan  
Palau  
Panama  
Papua New Guinea  
Paraguay  
Peru  
Puerto Rico  
Qatar  
Saint Kitts and Nevis  
Saint Lucia  
Saint Vincent and the  
Grenadines  
Samoa  
San Marino  
Sao Tome and Principe  
Saudi Arabia

Senegal  
Seychelles  
Sierra Leone  
Solomon Islands  
Sri Lanka  
Suriname  
Tajikistan  
Tanzania  
Thailand  
Timor Leste  
Togo  
Tonga  
Trinidad and Tobago  
Turkmenistan  
Tuvalu  
Uganda  
United Arab Emirates  
Uruguay  
Uzbekistan  
Vanuatu  
Vietnam  
Zambia