



Open General Licence (GEA 2019/125) undertaking template

Background notes

Under Part 3 condition 1(f) of the EU GEA 2019/125, you must obtain a written End User undertaking that the items are not intended for re-export to a destination not listed as permitted on the licence. The undertaking needs to be received from each End User **before the first export**.

You should also:

- retain the original undertaking (which must be signed and dated)
- obtain an undertaking (in advance) if the contract or project is ongoing

You need to obtain and keep the **original undertaking (not a copy)** for your records. This will be inspected at an export control compliance audit. Scanned copies of originals are permitted as an interim measure (for no more than three months).

Undertakings are only **valid for 12 months** and it is important that you ensure that the undertaking in relation to any particular shipment is not out of date when that shipment is made against the licence.

The undertaking **must be completed:**

- by your End User
- in English
- on the **End User's headed notepaper**
- dated and signed by the End User; which if it consists of a company should be signed by a partner or principal officer of that company

and must incorporate one of the statements (i) to (iii) below (one of these will usually be sufficient) as well as the statement on Weapons of Mass Destruction (WMD) as appropriate.

Undertaking template

**I / We (name and address of person, firm or company...) certify that the items shown below have been ordered by *me/us from (name and address of UK exporter...)*

The items to be supplied are:

And are for the following purpose(s):

And are for delivery to me/us at the following address (which is not in Customs Free Zone or a free warehouse)

*

(i) **I/We also certify that the items above are for *my/our own use and will not be re-exported.*

Or:

(ii) **I/We also certify that we intend to sell the items above to bona fide customers in (name of destination ...) and they will not be re-exported*

Or:

(iii) **I/We certify that the items above are for the end use of the [name of entity and destination] and will not be re-exported.*

**I / We confirm that the items above are not intended for use in carrying out of execution by lethal injection or any other form of capital punishment and will not be re-exported or otherwise sold or transferred if it is known or suspected they are likely to be used for such purposes.*

**I / We confirm that the items above will not be used for purposes associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will *it/they be resold if *I/we know or suspect that *it/they are intended or likely to be used for such a purpose*

**I / We confirm that the items above will not be re-exported or otherwise re-sold or transferred to a destination subject to UN, EU or OSCE embargo where that act would be in breach of the terms of that embargo¹;*

*I/We confirm that the items, above or any replica of them, will not be used in any nuclear explosive activity[†] or unsafeguarded nuclear fuel cycle²

Signed

Name (BLOCK CAPITALS)

Status

Date

* *Delete as appropriate*

¹An up-to-date list of applicable destinations subject to arms embargoes can be found here: [Get a licence to export military or dual use goods, services or technology](#).

[†]includes research on or development, design, manufacture, construction, testing or maintenance of any nuclear explosive device or components of subsystems of such a device.

²includes research on or development, design, manufacture, construction, operation or maintenance of any reactor, critical facility, conversion plant, fabrication plant, reprocessing plant, plant for the separation of isotopes of source or special fissionable material, or separate storage installation, where there is no obligation to accept [IAEA](#) safeguards at the relevant facility or installation, existing or future, when it contains any source or special fissionable material; or of any heavy water production plant where there is no obligation to accept IAEA safeguards on any nuclear material produced by or used in connection with any heavy water produced therefrom; or where any such obligation is not met