

**END-USER/END USE STATEMENT INSTRUCTIONS AND DEFINITIONS**

Dear Valued Customer,

Please complete the following End-User/End Use statement in its entirety. The information provided will only be used for export control purposes. Please provide complete physical address for all parties involved (no post office boxes). Make sure to define all acronyms and please submit the form in English.

1. **NG Customer.** The company that places the purchase order with NGIT. The customer and ultimate consignee may be the same.
2. **Intermediate Consignee.** The person or entity in the foreign country who acts as an agent for the principal party in interest with the purpose of effecting delivery of items to the ultimate consignee. ***This is your in country broker and/or in country freight forwarder.***
3. **Ultimate Consignee.** The person, party, or designee that is located abroad in the foreign country outside the United States and actually receives the export shipment. The Ultimate Consignee may be the end user, or the Foreign Principal Party in Interest (FPPI). The FPPI is the non-U.S. party in the transaction that receives the primary benefit, monetary or otherwise, from the transaction. Generally, the FPPI is the buyer. In most cases, the forwarding or other agent is not an FPPI. ***First to receive the goods and typically our "ship to." Ultimate Consignee might be the end user of the parts, a re-seller or the party that integrates the parts into something else for re-sale.***
  - *Direct Consumer* is a non-government institution, enterprise, or company that will consume or use the exported good as a consumable, for its own internal processes, as an input to the production of another good or as machinery or equipment that is part of a manufacturing process or a provision of services and will not resell or distribute the good.
  - *Government Entity* is a government-owned or government-controlled agency, institution, enterprise, or company.
  - *Reseller* is a non-government reseller, retailer, wholesaler, distributor, distribution center or trading company.
  - *Other/Unknown* is an entity that is not a Direct Consumer, Government Entity, or Reseller, as defined above, or whose ultimate consignee type is not known at the time of export.
4. **End User.** The person or entity abroad that receives and ultimately uses the exported or re-exported items. The end user is not an authorized agent or intermediary, but may be the FPPI or ultimate consignee. ***The end user is the last entity to take ownership of the loose part. If you incorporate our part into a new end item, you will be the NG end user. However, if our part hits the de minimis threshold, your end user will need to be provided to NG.***


5. **End Use.** Complete this entire section entirely and be as descriptive as possible; including the intended end application for the product being purchased. Please provide the end use program name and product specifications for laser end uses. For purposes of this end-use statement, use the following guidance:
- a. “Nuclear Activities” means the item will be used, directly or indirectly, in research on, or development, design, manufacture, construction, operation, or maintenance of any of the following:
    - i. *Nuclear explosives*, including any nuclear explosive device, or components or subsystems of such a device.
    - ii. *Unsafeguarded nuclear facilities*, including any nuclear reactor, critical facility, facility for the fabrication of nuclear fuel, facility for the conversion of nuclear material from one chemical form to another, or separate storage installation, where there is no obligation to accept International Atomic Energy Agency (IAEA) safeguards at the relevant facility or installation, or where any such obligation is not met.
    - iii. *Safeguarded and unsafeguarded nuclear fuel cycle facilities*, including any of the following facilities, or components for such facilities:
      1. Facilities for the chemical processing of irradiated special nuclear or source material;
      2. Facilities for the production of heavy water;
      3. Facilities for the separation of isotopes of source and special nuclear material; or
      4. Facilities for the fabrication of nuclear reactor fuel containing plutonium.
    - iv. *Maritime nuclear propulsion projects*, including their land prototypes, and special facilities for their construction, support, or maintenance, including any machinery, devices, components, or equipment specifically developed or designed for use in such plants or facilities.
  - b. “Biological or Chemical Weapons” means the item will be used in the design, development, production, stockpiling, or use of biological or chemical weapons in or by any country or destination, worldwide.
  - c. “Ballistic Missiles” means the item will be used in the design, development, production, or use of rocket systems (to include ballistic missiles, space launch vehicles, and sounding rockets) or unmanned aerial vehicles (which include, but are not limited to, cruise missiles, target drones, and reconnaissance drones).
  - d. “Other Military End Use” means incorporation into a military item; for the use, development, or production of a military item; or for end-use by a military end-user, to include the national armed service (army, navy, marine, air force, or coast guard), as well as the national guard and national police, governmental intelligence or reconnaissance organizations, or any persons whose actions or functions are intended to support military end uses.
6. **Signature of Official Ultimate Consignee/End User.** This statement needs to be signed by either the Ultimate Consignee or the End User. This should not be signed by the Northrop Grumman customer unless they are the ultimate consignee or end user.

## END USER/END USE STATEMENT

THIS STATEMENT MUST BE ISSUED BY THE ULTIMATE CONSIGNEE OR END-USER.

DATE		PURCHASE ORDER NO.				
SECTION 1	NG CUSTOMER NAME		CITY	STATE	COUNTRY	
	ADDRESS LINE 1		POSTAL CODE	TELEPHONE/FAX		
	ADDRESS LINE 2		WEBSITE			
SECTION 2	INTERMEDIATE CONSIGNEE NAME		CITY	STATE	COUNTRY	
	ADDRESS LINE 1		POSTAL CODE	TELEPHONE/FAX		
	ADDRESS LINE 2		WEBSITE			
SECTION 3	ULTIMATE CONSIGNEE NAME		CITY	STATE	COUNTRY	
	ADDRESS LINE 1		POSTAL CODE	TELEPHONE/FAX		
	ADDRESS LINE 2		WEBSITE			
	ULTIMATE CONSIGNEE IS: <input type="checkbox"/> DIRECT CONSUMER <input type="checkbox"/> GOVERNMENT ENTITY <input type="checkbox"/> RESELLER <input type="checkbox"/> OTHER/UNKNOWN					
SECTION 4	NOTE: END USER SHOULD ONLY BE ENTERED IF THE ULTIMATE CONSIGNEE IS NOT THE ACTUAL END USER.					
	END USER NAME		CITY	STATE	COUNTRY	
	ADDRESS LINE 1		POSTAL CODE	TELEPHONE/FAX		
SECTION 5	ADDRESS LINE 2		WEBSITE			
	PRODUCT WILL BE USED FOR		<input type="checkbox"/> COMMERCIAL <input type="checkbox"/> DEFENSE/MILITARY <input type="checkbox"/> AEROSPACE <input type="checkbox"/> RESEARCH <input type="checkbox"/> OTHER (SPECIFY BELOW)			
	INDICATE THE INTENDED APPLICATION FOR PRODUCT BEING PURCHASED. BE AS DESCRIPTIVE AS POSSIBLE.					
	IF PRODUCT WILL BE INTEGRATED INTO A LASER SYSTEM, PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE END PRODUCT: (PROVIDE DATASHEET IF AVAILABLE).					
	MODE: <input type="checkbox"/> MULTI-MODE <input type="checkbox"/> SINGLE MODE		TUNABLE <input type="checkbox"/> YES <input type="checkbox"/> NO	Q-SWITCHED SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO	LASER TYPE <input type="checkbox"/> CW <input type="checkbox"/> PULSED	
	AVERAGE OUTPUT POWER		@ NM	OPTICAL WALL PLUG EFFICIENCY %		
	PULSED LASERS ONLY:		PULSE DURATION	JOULES PER PULSE		
	PULSE REPETITION FREQUENCY			PEAK POWER		
	WILL END PRODUCT BE USED IN ACTIVITIES (E.G. RESEARCH, DESIGN, DEVELOPMENT, PRODUCTION, MAINTENANCE, OR USE) RELATED TO (SELECT ALL THAT APPLY):					
	NUCLEAR ACTIVITIES <input type="checkbox"/> YES <input type="checkbox"/> NO		BIOLOGICAL OR CHEMICAL WEAPONS <input type="checkbox"/> YES <input type="checkbox"/> NO			
BALLISTIC MISSILES <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER MILITARY END-USE <input type="checkbox"/> YES <input type="checkbox"/> NO				

INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF KNOWLEDGE. BY SIGNING BELOW, YOUR COMPANY AGREES TO COMPLY WITH ALL U.S. EXPORT LAWS AND REGULATIONS.

SECTION 6	SIGNATURE OF OFFICIAL ULTIMATE CONSIGNEE/END USER				
	NAME OF OFFICIAL		TITLE OF OFFICIAL	DATE	