

**Certification of Assurance for the Transfer of
Defense Articles and/or Technical Data to Canada**

In accordance with the *International Traffic in Arms Regulations (ITAR)* issued by the United States Department of State Office of Defense Trade Controls, pursuant to the "Canadian exemptions" found in Part 126.5 of the ITAR, and with regard to the defense articles, related technical data and/or related defense services provided to the undersigned by McDonnell Douglas Corporation, a wholly owned subsidiary of The Boeing Company hereinafter referred to as "Boeing". I, the undersigned, agree regarding exports of defense articles (see below items 1 and 2) and agree regarding exports of technical data and defense services (see all items below):

1. The defense articles, related technical data and/or defense services will be for end-use in Canada by Canadian Federal or Provincial governmental authorities acting in an official capacity, or return to the U. S.; and,
2. The defense articles, related technical data and/or defense services will not be reexported and/or retransferred to another end use, another end-user who is not a Canadian Federal or Provincial governmental acting in an official capacity or a Canadian-registered person, or from Canada to another destination except the U. S., without the prior approval of the U.S. Government. Any reexport or retransfer may occur only upon written authority from Boeing. Any such reexport or retransfer to another Canadian-registered person may occur only when there is written confirmation that the recipient is a Canadian-registered person and that the provisions of this Certificate have been accepted by the recipient; and,
3. To limit delivery of defense articles being produced directly to an identified manufacturer in the U.S. registered in accordance with part 122 of the ITAR; a Department or Agency of the U.S. Federal Government; a Canadian-registered person authorized in writing to manufacture defense articles by and for the Government of Canada; or a Canadian Federal, Provincial, or Territorial Government; and
4. To prohibit the disclosure of the technical data to any other contractor or subcontractor who is not a Canadian-registered person; and
5. To provide that any subcontract contain all limitations identified in this certification; and
6. To require that Canadian users destroy or return to Boeing all of the technical data exported pursuant to this Certification following its use, unless for use by a Canadian or U. S. Government entity that requires in writing the technical data be maintained. Boeing must be provided written certification that the technical data is being retained or destroyed; and
7. To include the following clause on all documentation created from U.S. technical data: **"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 para. 126.5 of the International Traffic in Arms Regulations (ITAR). By accepting this data, the consignee agrees to honor the requirements of the ITAR."**

The defense articles and/or technical data shall be used for the following purpose:

I certify that I am duly authorized to make this certification on behalf of the recipient identified below.

Signature: _____

Canadian Recipient: _____

Type or Print Name: _____

Registration No.: _____

Title: _____

Address: _____

Date: _____
