

No Export to Russia Belarus

If any order placed on you, “Supplier”, by any Rolls-Royce entity (“Buyer”) specifies that the “No Export to Russia Belarus” provisions are incorporated into the contract comprised of that order and its associated terms, paragraphs 1 to 6 below will form part of that contract.

1. If this contract is a contract to which Article 12g (including any subsections of Article 12g) of Regulation (EU) No. 833/2014 (as amended) and/or Article 8g (including any subsections of Article 8g) of Regulation (EG) Nr. 765/2006 (as amended) applies, paragraphs 2 to 6 shall apply to this contract.
2. The Supplier undertakes not to re-export to Russia (or Russian-controlled Ukrainian territories) and/or Belarus and/or re-export for use in Russia (or Russian-controlled Ukrainian territories) and/or Belarus the products or technology that are the subject of the contract and (i) Article 12g of Regulation (EU) No. 833/2014 (as amended) and/or (ii) Article 8g of Regulation (EG) Nr. 765/2006 (as amended);
3. If, pursuant to this contract, Buyer is selling, licensing or transferring in any other way intellectual property rights or trade secrets or grants rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret related to the common high priority items as listed in Annex XL to Regulation (EU) No 833/2014 (“**Common High Priority Items**”), Supplier is prohibited from (and is obligated to prohibit any potential sublicensees) using such intellectual property rights, trade secrets or other information in connection with Common High Priority Items that are intended for sale, supply, transfer or export, directly or indirectly, to Russia (or Russian-controlled Ukrainian territories) or for use in Russia (or Russian-controlled Ukrainian territories);
4. Any breach of paragraphs 2 and/or 3 above by the Supplier shall be reported by Supplier to Buyer without delay and shall be deemed a material breach of this contract. It shall entitle Buyer, without prejudice to any other rights or remedies it may have under this contract or at law, to terminate this contract or any individual order or agreement (in whole or in part) and, subject to any applicable limitations or exclusions of liability in this contract, to claim all damages incurred by Buyer as a result of such breach. In the event of such a breach, Buyer shall be permitted to report it to the competent authority within the EU;
5. The Supplier shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain,

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including by possible resellers, that would frustrate the purpose of paragraphs 2 and 3 above; and

6. The Supplier shall immediately inform Buyer about any problems in applying the paragraphs set out above, including any relevant activities by third parties that could frustrate the purpose of paragraphs 2 and 3. The Supplier shall make available to Buyer information concerning compliance with the obligations of these paragraphs within two weeks of a request for such information.

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