

F.No. 1(10)/2018-D(EPC)
Government of India
Ministry of Defence
Department of Defence Production
D (Export Promotion Cell)

Dated: 27th August, 2026

NOTIFICATION

Subject: Open General Export License for export of (i) Complete Systems/Sub-Systems/Platforms and other Sensitive Items (ii) Residual items including certain Parts & Components, Protective Equipments etc. and (iii) Intra-company Transfer of Technology/Software- Reg.

Introduction

The Department of Defence Production (DDP), Ministry of Defence, pursuant to the authority granted to it by the Directorate General of Foreign Trade, vide Public Notice No. 4/2015-20, dated 24th April 2017, and in supersession of the Notifications dated 10th May 2024, hereby notifies issuance of Open General Export License ("OGEL") for export of (i) **Complete Systems/Sub-Systems/Platforms and other Sensitive Items** (ii) **Residual items including certain Parts & Components, Protective Equipments etc.** and (iii) **Intra-company Transfer of Technology/Software** of items related to SCOMET Category 6 items mentioned in Section III of this Notification.

2. The OGEL will be applicable for export to the countries mentioned in Section IV of this Notification.

3. Under OGEL, exporter will be allowed to export the following items related to SCOMET Category 6 as mentioned in Section III to any of the countries listed in Section IV of this notification:

(a) For Military End Use:

- (i) Complete Systems/Sub-Systems/Platforms and other Sensitive Items;
- (ii) Residual items including certain Parts & Components, Protective Equipments etc. and
- (iii) Intra-company Transfer of Technology/Software

(b) For Civil End Use:

- (i) Part and Components of SCOMET Category 6A001



(ii) All items under Category 6A013

4. Exporter can also seek OGEL for countries mentioned in Section IV of this notification provided the Indian companies/firms have an agreement/contract (more than 1 year) with FOEM(s) in these country(ies). This OGEL will be only for export of items mentioned in the contract/agreement if they are covered under Section III of this Notification and only for that particular FOEM which is mentioned in the agreement/contract.

5. The procedure for grant of OGEL by DDP shall be in accordance with the provisions of the latest Standard Operating Procedure notified by DDP from time to time.

6. Online Application for grant of OGEL shall be filed by an Exporter on prescribed portal. Once an application is made, DDP would examine the same and provide authorization under this OGEL after consultation with the relevant stakeholders.

Section I – Documents required

(1) Application for grant of OGEL, shall be considered by DDP on case to case basis, subject to the furnishing of following documents:

- (a) The copy of valid Importer Exporter Code (IEC) issued to the applicant.
- (b) Authorized Economic Operator (AEO) Certificate issued by Central Board of Indirect Taxes and Customs (CBIC).
- (c) A declaration to the effect that the exporter has internal controls in place to prevent transfer of goods to countries/ entities facing UNSC sanctions or arms embargo;
- (d) A declaration to the effect that the end user will allow for further checks, if necessary, by the authorized representatives of Government of India.
- (e) A declaration to the effect that all the terms and condition mentioned in this notification will be complied by the exporter in the letter and spirit.
- (f) A declaration to the effect that the exporter agrees to receive an on-site inspection by DDP or relevant Government Agency or its authorized representative, whenever desired for the auditing/verification of AEO Certificate.
- (g) Exact list of items (with brief details) which are to be exported under OGEL alongwith list of countries and their detailed potential end use.

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- (h) In case of OGEL application for Transfer of Technology/Software, Master Service Agreement with the entities in the countries for which OGEL has been applied for.
- (i) Copy of relevant extract of Contract/agreement if the application has been filed as per the provision contained in Para (4) of Introduction.
- (j) Undertaking in Appendix-II of this OGEL SOP.
- (k) Any other document/clarification which this Department considers necessary for processing the application.

Section II- General Terms and conditions:

- (1) The exporter must comply with post shipment reporting documents, which include submission of quarterly and annual reports on all exports under the granted OGEL to Export Promotion Cell of DDP, latest within 15 days of end of quarter or year as the case may be, in the prescribed format at Appendix I, in respect of each export consignment.
- (2) The Competent Authority reserves the right to audit and to ensure correct usage of the OGEL.
- (3) Wherever the exporter has reasons to believe that items/software/technology could be covered under catch-all provision, authorisation to export in such cases shall be obtained following regular Export Authorisation procedure as per the Export SOP issued by DDP instead of OGEL.
- (4) Only those applications covering Intra-company Transfer of Technology/Software-The software/technology to be exported by Indian subsidiary which have been imported from the country of the parent company abroad or from subsidiaries of the parent company abroad will be considered under OGEL. These items/software/technology is/are to be exported to the foreign parent company and/or subsidiaries of foreign parent company.

Note: As a result of the service carried out by the Indian exporter, the items/software/technology should not undergo change in functionality and classification.

- (5) Foreign Policy considerations/National Security objectives may warrant review of the OGEL issued by DDP. DDP reserves the right to review the OGEL issued and in such cases, DDP would seek revised comments from MEA and convey the decision to the applicant.



- (6) The issue of this SOP does not preclude the Department of Defence Production from requiring fulfilment of any other condition(s) by the exporter, if considered necessary in specific cases.

Section III- Items/Software/Technology that are eligible to be exported or transferred under this license-

(1) The description of the Items listed in the Paras below has the same meaning as those described in Appendix 3 of ITC (HS) Schedule 2, Export Licensing Schedule, Category 6.

(2) The following Items covered under Category 6 of SCOMET are eligible for OGEL:-

(i) Complete Systems/Sub-Systems/Platforms and other Sensitive Items:

SCOMET Category	Item Details
6A010.f	Ground equipment specially designed for aircraft specified by 6A010
6A010.g	Aircrew life support equipment, aircrew safety equipment
6A010.h	Parachutes and related equipment only
6A014	Simulators only
6A015	Night Vision Devices, Thermal Night Sights, Thermal Binocular

(ii) Residual items including certain Parts & Components, Protective Equipments etc.:

SCOMET Category	Item Details
6A001	All goods under this category except complete systems
6A002	All goods under this category except complete systems
6A003 (a&c)	Components of Ammunition & fuze setting device without energetic and explosives material
6A005	All goods under this category except complete systems

6A006	All goods under this category except complete systems
6A009	All goods under this category except complete systems
6A010	All goods under this category, except: • complete aircraft; or • complete unmanned aerial vehicles (UAVs) and any component specially designed or modified for UAVs
6A013	All goods under this category
6A014	All parts and Components of Simulators
6A015	All goods under this category except complete systems
6A016	All goods under this category except complete systems

(iii) Intra-company Transfer of Technology/Software [SCOMET Category 6A021 & 6A022] of the following items/Categories:

SCOMET Category	Item Details
6A003 (a&c)	Components of Ammunition & fuze setting device without energetic and explosives material
6A005	All goods under this category
6A006	All goods under this category except complete systems
6A009	All goods under this category except complete systems
6A010	All goods under this category, except: • complete aircraft; or • complete unmanned aerial vehicles (UAVs) and any component specially designed or modified for UAVs
6A013	All goods under this category
6A014	Simulators only
6A015	All goods under this category

Section IV- Countries or destinations normally allowed under this license

- (1) Export under OGEL is allowed to all the countries of the world except countries facing UNSC sanctions or arms embargo or certain sensitive countries.
- (2) OGEL for the countries/destinations specified in Para (1) of this Section will be granted by DDP in consultation with stakeholder(s). Based on the inputs of stakeholder(s), DDP reserves the right to restrict the countries/destinations under OGEL at the time of initial assessment of the license application or at a later stage based on factors specified in para 10.06 of the Handbook of Procedures under India's Foreign Trade Policy.
- (3) Export or transfer of the eligible Items to a 'Special Economic Zone' is not permitted. (A 'Special Economic Zone' is a part of the territory of a country where any goods introduced are generally regarded, as far as import duties and taxes are concerned, as being outside the customs territory of that country, and so the usual customs controls do not apply).

Section V – Stakeholder Consultation

- (1) Grant of OGEL for all the items mentioned in Section III will be considered by DDP in consultation with MEA. In addition, DRDO will also be consulted for Intra-company Transfer of Technology/Software.
- (2) Notwithstanding anything contained in Paras (1) of this Section, the issue of this SOP does not preclude the Department of Defence Production from consultation with MEA, DRDO, Armed Forces or any other organisation, if considered necessary in specific cases.

Section VI - Other restrictions that apply

- (1) With regard to the export of any Items/Software/Technology that are deemed "restricted", "confidential", "secret" or "top secret", any entity that is engaged in the production of Defence products and that have been issued a license by the Department of Industrial Policy and Promotion must abide by the requirements delineated in the Security Manual for Licensed Defence Industries issued by DDP.
- (2) The exporter must only export Items/Technology/Software as listed in Section III above to the countries listed in Section IV above. Further, in case of technology/software transfer, the exporter must only transfer technology/software to their parent/subsidiary companies as long as they are based in one of the countries listed in Section IV above.

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- (3) The exporter must not export items/transfer technologies or softwares which are deemed "restricted", "confidential", "secret" or "top secret".
- (4) Re-export/re-transfer of technology/software by the foreign parent company/foreign subsidiary shall be permissible, subject to compliance with the export control regulations of the country of the foreign parent company/ foreign subsidiary.
- (5) Weapons of Mass Destruction (WMD)- It may be ensured that no export or transfer of the items/technology/software specified in Section III is done if the company is aware or suspects that these items/technology/software may be used, in whole or in part, for WMD or their means of delivery.
- (6) A comprehensive set of internal controls should be in place to ensure that the company does not export, transfer or share any item/technology/software without the necessary authorizations, including procedures requiring:
 - (a) that the items/technology/software are properly classified and marked prior to export,
 - (b) that the items/technology/software are not transferred to or shared with a denied party in contravention of any embargo, sanction, debarment or denied party designation maintained by any government or union of states (e.g. European Union); and
 - (c) that robust access controls are in place to protect the items/technology/software from unauthorized access.
- (7) The exporter company must ensure that the exported items would be used for the purposes for which it is intended by the parent company and or its subsidiaries in case of intra-company transfer of technology/software.

Section VII- Validity

- (1) The authorization under this OGEL will be valid for a period of 3 years from the date of issue.
- (2) Notwithstanding anything contained in Para (1) of this Section, the validity of OGEL for Indian companies/firms which have an agreement/contract with FOEM(s) [as detailed in Para (4) of Introduction] will be co-terminus with agreement/contract.
- (3)(a) For extension of existing granted OGEL, the company/firm must apply atleast 3 months before the expiry of the ongoing granted OGEL.
- (b) Only those requests for extension will be considered under extension category in which subsequent fresh application has been filed for exactly same items and

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countries as that of the original approved OGEL application. In case of any change in the list of items and countries in the subsequent fresh application, only that subsequent fresh application will be considered and not the extension request.

(c) If the company/firm has applied for same items and same countries, an extension beyond three years will be considered for the period till the final decision is taken on the subsequent fresh application in consultation with the relevant stakeholder.

Section VIII - Actions to be taken before exporting or transferring Items under this licence

- (1) Register with the Department of Defence Production on www.defenceexim.gov.in and take authorization from DDP for using this OGEL.
- (2) The company must be satisfied that the items/technology/software proposed to be exported or transferred can meet all the requirements set out in this license.
- (3) The Company has in place a system for keeping records of the exports or transfers for inspection by the Government of India or any authorized person.
- (4) The Company must ensure that:
 - (a) it has an End User Certificate in the prescribed format before each export;
 - (b) it has an original purchase order, excerpt of contract from the person or entity (consignee) receiving the items which states the export is for a permitted use;
 - (c) the documents include the name & contact number and email id of the authority signing the EUC;
 - (d) the destination of the goods, software or technology is not a UN embargoed destination.

Section IX - Actions to be taken when exporting or transferring Items under this licence

- (1) For all physical exports of items/technology/software mentioned in Section III of this OGEL, the Company must make sure that the commercial documents that go with the items/technology/software include a declaration stating that 'the items/technology/software are being exported under the OGEL No. - - dt. ----- (Military items/technology/software intended for a military use except for parts and components under category 6A001 and items under Category 6A013 when it is being exported for civilian usage)'.
- (2) The Company should present the documents to Indian Customs or other competent Indian authority when asked, together with the information and documents listed in Section X(1) below.

Section X - Records to keep

(1) Pursuant to relevant Paras of the Handbook of Procedures 2023 (re: Maintenance of Records), the following records must be kept, manually or electronically, relating to export under this license for five (5) years and make them available for any person authorized by the Government of India to inspect:

- (a) The date and destination of export or transfer.
- (b) The name and address of the person or entity (the consignee) you are exporting or transferring the software and technology to.
- (c) A description of the goods/technology/software.
- (d) The original undertaking from the person or entity (consignee) receiving the goods/technology/software or documents described in Section VIII (4) above.
- (e) The classification in Appendix 3 of ITC (HS) Schedule 2, Export Licensing Schedule, Table A (i.e., list of SCOMET items), Category 6.
- (f) Documents referred to in section II, VIII & IX above.
- (g) All other records as required by relevant Paras of the Handbook of Procedures 2023 (re: Maintenance of Records).
- (h) Quantity and value of export.
- (i) Shipping Bill of each consignment in case of (i) Complete Systems/Sub-Systems/Platforms and other Sensitive Items (ii) Residual items including certain Parts & Components, Protective Equipments etc. and (iii) Intra-company Transfer of Technology/Software (if applicable).

Section XI - Other legal requirements

- (1) The Company must comply with all requests for information received before an audit visit by the Government of India and return it by the stipulated date.
- (2) The Company must not export or transfer goods/software/technology, if their use would be inconsistent with the terms of a United Nations (UN) arms embargo or any other arms embargo.
- (3) In addition to the requirements of this licence, the Company must adhere to any other relevant laws and acts in force at the time of export.

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(4) Expressions used in this notification for Open General Export License (OGEL) have the same meaning here as they do under Indian laws. The legislation referred to in this notification is updated from time to time and an exporter is required to check the extant rules and guidelines from the DGFT website.

(5) The following terms and acronyms used in this notification have the following meaning:

(a) 'Competent authority' means DDP, or other stakeholder(s) as delineated in DDP's latest Standard Operating Procedures notified from time to time or any other body acting under the authority of one of these bodies / agencies.

(b) A 'consignee' may be a company or a government.

(c) 'Declaration' means a commercial document completed for an official of the Government of India which meets the conditions set out in section IX(1).

(d) 'Government' as it relates to a contract includes direct contracts with governments, armed forces of a government, government agencies and companies working on behalf of government (and there is evidence of them doing so).

(e) An 'original EUC' means one that has a person's original signature and has not been copied, faxed or converted into an electronic format. An undertaking template is available on ddpmod.gov.in.

(f) 'Permitted use' means use of the items specified in section III of this license, by a company in a destination specified in section IV and which meets the conditions set out in this license.

Section XII - Responsibilities of OGEL holder

(1) As OGEL holder, an exporter should comply with the following:

(a) Notify DDP of any changes in the AEO Certificate, company structure, internal process or trade compliance team, within 15 days of the change;

(b) Ensure that all transactions made under the OGEL are within the scope of approval;

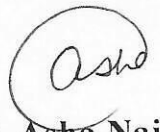
(c) Make reasonable enquiries to ensure that the goods/software/technology to be exported, re-exported, trans-shipped or transmitted under the OGEL are not intended or likely to be used, wholly or in part, for or in connection with a WMD and their delivery system;

(d) Ensure that any goods/software/technology transferred under the OGEL is not transferred to UNSC-sanctioned countries or other disapproved entities/countries;

(e) Maintain records as specified in Section X.

Section XIII - Recall/Revocation/Alteration

- (1) The authorization under this OGEL shall be liable for recall/termination by the DDP on receipt of an adverse report in respect of any of the export consignments or for non-submission of mandatory annual reports or for non-compliance with the conditions for grant of global authorization or assessment of proliferation concerns;
- (2) Failure to comply with the terms and conditions of OGEL may lead to cancellation of IEC, imposition of financial penalties and initiation of criminal prosecution as per the extant provisions of FTDR Act 1962 as amended, Customs Act 1962 and any other act that may be applicable.
- (3) Failure to use the OGEL correctly may lead to suspension or withdrawal of authorization by DDP.
- (4) The DDP has the power to vary or withdraw authorization at any time based on the inputs of the stakeholders.



(B. Asha Nair)

Under Secretary to the Government of India

Appendix I – Format of quarterly & end of the year usage report

Appendix II – Undertaking

APPENDIX I

OGEL Registration Number	Destination Countries	End User	Import er	Item/ Software/ Technology	Quantity	Value	Purpose of export	Remark s

Export of items under OGEL

Undertaking

I/We hereby undertake that the export of items of SCOMET Category _____ against which this OGEL has been filed by _____ (Export Name) will only take place after fulfilling the following conditions:

1. All the provisions contained in the Export SOP shall be followed by the firm in letter and spirit and the items will not be exported for any other purpose or diverted to any other entity for which OGEL has been granted.
2. Demands or orders of Indian Armed Forces/Defence Organisations (if any) for the items mentioned above will be completed/fulfilled by the firm before executing export order/actual export.