

Marvin Engineering / Marvin Land Systems

## **PRODUCT ASSURANCE PROVISIONS**

**Applicable to Orders referencing Material Code: MGS-BRA**

### **INSPECTION OF SUPPLIES (PAP 1)**

The Supplier and their Sub-Tier Suppliers shall establish and maintain an inspection system acceptable to Marvin Engineering Company (MEC) and/or Marvin Land Systems (MLS). Government contracts for standard inspection require FAR 52.246-2 and when applicable PAP 2 and/or 3 is required for Higher-Level Contract Quality Requirement of inspection in accordance with FAR 52.246-11. The inspection system shall be appropriate to the size and nature of its operation, but of sufficient scope to assure that supplies delivered under this order will comply with all the applicable drawings, specifications, and other purchase order requirements. Supplier shall respond to all Corrective Action Requests.

### **CALIBRATION SYSTEM (PAP 4)**

The supplier and their sub-tier suppliers shall be responsible for providing and ascertaining the correctness of tools, gages, and test equipment. The calibration system shall comply with ANSI/NCSLZ540-3-2006 or ISO 10012. Records of calibration shall be available for review upon request.

### **RIGHT OF ACCESS (PAP 6)**

During the performance of this order, your Quality Control or Inspection and Manufacturing processes are subject to review, verification, and analysis by an authorized MEC or MLS, Government and/or customer representative(s).

### **CERTIFICATION (COC) (PAP 16)**

Certificate of Conformance or Certificate of Compliance, as applicable, must accompany each shipment of materials. Certificates must include:

- 1) Supplier name,
- 2) MEC or MLS Purchase Order (PO)
- 3) Part Number annotated on PO (note: for suppliers who have a COTS item number cross-referenced with an MEC or MLS Part Number, both the COTS number and the MEC/MLS Part Number must be documented on all Certifications)
- 4) Part Revision
- 5) Quantity
- 6) Indication of heat and/or lot no. Certifications must contain the signature and title of the authorized Supplier representative responsible for certifications. The certification must contain a statement that the supplier has on file and available for examination, evidence of conformance to the applicable specifications.  
MEC or MLS Quality Assurance reserves the right to request data supporting the Certifications. When requested, Supplier shall forward this data to MEC or MLS within five (5) working days.

**Note:** When raw material is supplied by MEC or MLS, lot data information will be forwarded to supplier via MEC memo shipper accompanying the raw material shipment or, in the case of drop shipments, by e-mail from the MEC Receiving Department representative or by the respective buyer.

## **NONCONFORMING MATERIAL (NCM) CONTROL ) (PAP 21)**

Nonconforming material must be identified and documented, segregated or bonded, pending disposition when found, to prevent its unintended release or use, and evaluated to determine the actions necessary to contain its effect on other processes or products.

### **Disposition Authority**

Suppliers do not have Material Review Board (MRB) authority for Marvin Engineering/Marvin Land or any of its customer's designed items unless specifically authorized in writing.

The supplier MRB shall not perform any disposition on any nonconformance to MEC, MLS or customer requirements that affect form, fit, function, weight, interchangeability, maintainability, reliability, unique key characteristics or safety. These nonconformances shall be submitted to MEC or MLS on the specified nonconforming material control document. Suppliers have no authority to proceed with processing as it pertains to the nonconformance until full written and approved final disposition has been given addressing the nonconforming issue.

The supplier's disposition authority of nonconformances is limited to rework to specification, return to supplier and scrap. These terms are defined as follows:

- 1) **Rework** - Restore material to specification compliance in accordance with required process(s) and addressed by governing process specification(s). Parts subject to subsequent processing not authorized by specification shall be submitted to MEC/MLS Material Review Board (MRB) for disposition. Specific rework instructions shall be provided with Rework dispositions.
- 2) **Return To Supplier** - Return of subcontractor product found to be discrepant for subsequent rework or replacement.
- 3) **Scrap** - Permanent removal from production and destruction of product found to be unfit for use. Scraped product shall be segregated or bonded, and controlled until destroyed.

### **Marking Requirements for Rejections**

The supplier shall mark discrepant material with the nonconformance document number for tracking purposes.

Acceptance will depend upon verification of discrepancy and final approval at MEC or MLS.

## **DOCUMENTATION CHANGE CONTROL (PAP 22)**

Supplier and their sub-tier suppliers shall maintain adequate control to assure drawing revision that are incorporated through purchase order changes are implemented in a timely manner. Items that are affected shall be identified, segregated, and packed separately at established points. Further, the supplier shall notify and obtain approval from MEC or MLS for proposed changes in the design or processes of the products.

## **PPP&M REQUIREMENTS (PAP 31)**

Supplier and their sub-tier suppliers shall deliver purchased items meeting the requirements of best commercial practices. In addition, all parts shall be provided with adequate protection from damage including corrosion and/or contamination, as applicable. Bare metal-to-metal contact is not allowed except for Commercial Off-the-Shelf (COTS) and “Bag and Tag” items.

## **CURRENT REVISION (PAP 43)**

Unless otherwise stated, reference specifications and the item supplied shall be certified to the current revision at the time or newer. The current specification revision shall be located at the following webpage: <http://marvingroup.com/suppliers/>. In the event that the supplier possesses a later revision than what is specified on the webpage, the supplier shall contact the MEC Data Management representative.

## **FOREIGN OBJECT DEBRIS (PAP 45)**

General workmanship practices and standard term for the prevention of FOD to products apply.

- a. Foreign Object Debris (FOD): A substance, debris or article alien to the part/item(s), which would potentially cause damage
- b. Foreign Object Damage (FOD): Any damage attributed to a foreign object that can be expressed in physical or economic terms that may or may not degrade the product’s required safety and/or performance characteristics

## **SUPPLIERS AND THEIR SUB-TIER SUPPLIERS (PAP 47)**

Suppliers must flow-down MEC or MLS Product Assurance Provisions (PAP Clauses) to their Sub-Tier Suppliers the applicable requirements listed in this purchase order including key characteristics and special processes when applicable.

## **OZONE DEPLETING CHEMICALS (PAP 49)**

Class 1 ozone depleting chemicals are not to be used nor incorporated in any items to be delivered under this order. This prohibition supersedes all specification requirements but does not alleviate any production requirements. Substitute chemicals must be submitted for approval unless they are authorized by the specification requirements.

## **RECORD RETENTION (PAP 52)**

MEC or MLS Suppliers and their Sub-tier Suppliers shall retain and maintain Quality Records associated with MEC or MLS product from deterioration for a minimum of seven (7) years unless otherwise specified by purchase order or customer. No Quality Record associated with MEC or MLS may be stored, either temporarily or permanently, in an area where the potential for damage, deterioration, or loss exists. Quality Records associated with MEC or MLS maintained for this period may be disposed of only after obtaining authorization from MEC or MLS Quality Assurance in writing. Prior to disposal, records shall be defaced to illegibility.

## **SUPPLIER PROCESS CHANGE CONTROL (PAP 59)**

Supplier manufacturing process changes shall be reported to MEC or MLS for evaluation and disposition. This requirement does not apply to commercial off-the-shelf (COTS) items. The supplier understands that a First Article or Inspection to the extent necessitated by the change

may be imposed to validate the new process even when there is no change to configuration, form, fit, or function. A manufacturing process change includes but is not limited to:

- a. moving the location of manufacture within a production facility or to a new facility;
- b. changing manufacture or process sources or methodology, or
- c. changing machinery, equipment, tooling, or programming (not inclusive of replacement of same item).

A documented process shall be in place to review, identify and submit a request for change to the MEC or MLS Procurement Representative. Changes shall be submitted to MEC or MLS 30-days prior to planned implementation.

#### **EXECUTIVE ORDER 13496 (PAP 60)**

Notice Of Employee Rights Under Federal Labor Laws

<http://www.dol.gov/olms/regs/compliance/EO13496.htm>

#### **EXECUTIVE ORDER 13465 (PAP 60.1)**

Amending Executive Order 12989, as Amended (<https://www.gpo.gov/fdsys/pkg/FR-2008-06-11/pdf/08-1348.pdf>)

#### **COUNTERFEIT PARTS (DFAR 252.246-7007) (PAP 62)**

Supplier shall develop and implement a counterfeit parts control plan that documents its processes for risk mitigation, disposition and reporting of counterfeit parts. Reference guide SAE AS5553 *Counterfeit Electronic Parts, Avoidance, Detection, Mitigation and Disposition* and/or SAE AS6174 *Counterfeit Materiel, Assuring Acquisition of Authentic and Conforming Materiel*.

All electrical, electronic, electro-mechanical and electro- optical component parts delivered and/or used in the manufacture of deliverable products shall be from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM) or franchised distributors or Authorized Aftermarket Manufacturer (AAM).

If counterfeit parts are furnished under this purchase agreement, such items shall be impounded. The Supplier or when applicable, their Sub-Tier Supplier shall promptly replace such items with genuine parts conforming to the requirements of this Contract at no increase in price, cost or fee to MEC or MLS. If the delivery of counterfeit parts is the result of Supplier's intentional or fraudulent acts, Supplier shall also be liable for the cost of impoundment and removal of counterfeit parts. MEC or MLS may turn such items over to US Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of Investigation, etc.) for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation.

#### **PURCHASE ORDER LOT INCREASES (PAP 64)**

When raw material or parts are provided to a supplier, any excess material or parts shall be returned to MEC or MLS. If the raw material yields a higher quantity than specified on the purchase order, the MEC Purchasing Agent must approve the quantity adjustment prior to work being performed. MEC or MLS

will not accept quantity increases from special processing operations such as heat treat, Penetrant inspection, anodize, plating, chem film, Pyrometry, prime/paint, radiographic inspection, and Passivate. All MEC or MLS material or parts must be traceable to MEC's or MLS's purchase order and (or) heat lot number.

## **INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) (PAP 65)**

Technical Data (includes drawings, specifications, models, software, other documentation) Supplier acknowledges that MEC or MLS may provide technical data subject to Export Control laws and any such Technical Data will be indicated as "ITAR- controlled." This technical data (as well as components) may not be disclosed to any foreign persons or foreign commercial entities, including employees, consultants, subcontractors, vendors or suppliers. The technical data will only be utilized for the manufacture of articles required by the purchase order. The supplier will convey the same requirements to their sub-tier suppliers. The supplier also agrees to destroy or return all such technical data upon completion of the purchase order.

## **RETURN MATERIAL AUTHORIZATION (RMA) REQUEST (PAP 72)**

If a Return Material Authorization (RMA) is required by the supplier for return of discrepant product, the supplier will have 72 hours to respond with RMA number or statement of intention to dispute the QN (Quality Notification). If the supplier does not respond in writing within 72-hours, after verbal or written request is made by an MEC or MLS representative, discrepant items will be returned to supplier without RMA.

## **MONITOR EXTERNAL PROVIDERS PERFORMANCE (PAP 78)**

Marvin Engineering/Marvin Land reserves the right to monitor our external provider's performance including:

- a. Supplier Risk of product or service;
- b. Quality of product or service delivered performance;
- c. On-time delivery of product or service.

## **COMPETENCES, AWARENESS & COMMUNICATION (PAP 79)**

External Providers shall ensure that its personnel and sub-tier supplier's personnel have the required competency and experience appropriate with the requirements necessary for the performance of this PO:

- a. Their contribution to product or service conformity;
- b. Their contribution to product safety;
- c. The importance of ethical behavior.

## **PRODUCTION PROCESS VERIFICATION (PAP 80)**

External Suppliers shall implement Production Process Verification activities to ensure the production process is able to produce products that meet requirements.

Marvin Engineering/Marvin Land reserves the right to review the evidence of the External Supplier's Production Process Verification which can include but not limited to risk assessments, capacity studies, capability studies, and control plans.