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**Applicability**

This specification applies to all suppliers of Whippany Actuation Systems LLC when flowed down via purchase order or long term agreement. Table 1 below outlines the sections that are applicable based on Whippany Actuation Systems LLC supplier type (type based on scope of PO). Table 2 contains additional program-specific requirements based on the purchase order type. Acceptance of a purchase order by a supplier will serve as acknowledgement of compliance to all SQAR requirements.

Compliance to the below listed sections, as determined through survey and / or audits, along with quality performance ratings, forms the basis for continuous approval. Quality performance is assessed quarterly by analyzing the previous 12 month product acceptance and product-related corrective action activity.

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**Table 1**

Supplier Type	Applicable Sections
Manufacturer	1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1, 4.2, 4.3
Distributor	1.1, 1.3, 1.4, 1.5, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1, 4.2, 4.3
Special Processor	1.1, 1.2, 1.4, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4, 3.5, 3.8, 3.9, 4.1, 4.2, 4.3
Outside Processor / Sub-Con	1.4, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4, 3.5, 3.8, 3.9, 4.1, 4.2, 4.3
Service Provider	Based on PO Requirements and 1.4, 2.1, 4.3
Calibration Service Provider	Based on PO Requirements and 1.2, 1.4, 2.1, 4.3

**Definitions**

- A) Critical Safety Item (CSI) - sometimes referred to as a Flight Safety Part, is any part, assembly, or installation containing a critical characteristic whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.

**Referenced Industry Standards**

AS 5553	Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition
AS/EN/JISQ 9100/9110	Aerospace Basic Quality System Standard
AS 9120	Quality Management Systems - Aerospace Requirements for Stocklist Distributors
ISO 9001:2008	Quality Management Systems
J-STD-001	Requirements for Soldered Electrical and Electronic Assemblies
IPC-A-610	Acceptability of Electronic Assemblies
ANSI/ESD S20.20	Electrostatic Discharge Control Program
ANSI/ESD S541	Packaging Materials for ESD Sensitive Items
MIL-STD-1686	Electrostatic Discharge Control Program
NAS 412	Foreign Object Damage/Foreign Object Debris (FOD) Prevention Program
JEDEC Standard No. 625A	Requirements for Handling Electrostatic-Discharge-Sensitive (ESDS) Devices

**1.0 Requirements for Qualification and Continued Use**

1.1 Quality Management System (QMS) Requirements

Whippany Actuation Systems LLC requires Manufacturer, Distributor, and Special Process type suppliers to maintain a formal QMS compliant or registered to one of the following industry standards, based on the business or type of product/service:

- ISO 9001 - Manufacturer/Organization
- AS9100 – Aerospace Manufacturer/Organization

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- AS9003 - Small Build/Machine to Print Organization
- AS9120 - Distributor
- FAA Repair Station Certificate – for an Outsourced Maintenance Provider (OMP)
- Nadcap – Special Processor

NOTE: Whippany Actuation Systems LLC reserves the right to require certification to any of the standards listed above when flowed down via purchase orders. If this requirement is invoked, the supplier shall use sub-tiers which meet this requirement.

## 1.2 Calibration System Requirements

- 1.2.1 Calibration systems shall be in accordance with either ANSI/NCSL Z540-1 or a more stringent standard. Calibration Service Providers who use an alternate calibration system must be approved by Whippany Actuation Systems LLC.
- 1.2.2 Equipment used to monitor and measure and/or test product or process conformity will be calibrated or verified (or both) at intervals necessary to assure continued accuracy and precision. All reference standards used in calibration shall be traceable back to the National Institute of Standards and Technology (NIST). Records will be maintained and made available upon request.
- 1.2.3 Calibration Service Providers shall provide and maintain calibration results and measurable data for each calibrated item.
- 1.2.4 Control, care, and calibration of Whippany Actuation Systems LLC furnished measuring/test equipment and tooling shall be the responsibility of the Supplier.
- 1.2.5 If the supplier opts to have Whippany Actuation Systems LLC calibrate the equipment, it shall contact Procurement to coordinate the required calibration activities. The supplier is responsible for the cost of calibration, shipping, and any repairs related to its neglect of the equipment.

NOTE: Equipment includes, but is not limited to: test hardware, test software, automated test equipment (ATE), and plotters. Personally owned equipment is included.

NOTE: Requirements of this section must be flowed down by Calibration Service Providers to any sub-contractors if any calibration service is outsourced.

## 1.3 Preservation of Product Programs

### 1.3.1 Electrostatic Discharge (ESD)

The Supplier who manufactures or handles devices that are in any way sensitive to damage caused by electrostatic discharge shall implement an ESD control program. The control program shall follow the requirements established by ANSI/ESD S20.20 and JEDEC-Standard No. 625A or MIL-STD-1686. The control program is subject to review and approval by Whippany Actuation Systems LLC.

The control program must contain the following elements at a minimum:

- Training (initial and recurring/refreshers)
- Signage
- ESD dissipation (ground straps, workstations)
- Proper static shielding packaging during movement/transportation/storage
- Packaging/ shipping materials and methods for electronic discharge sensitive devices shall meet ANSI/ESD S541 or equivalent requirements.

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1.3.2 Foreign Object Damage/Debris (FOD)

- 1.3.2.1 The Supplier shall develop and maintain a Foreign Object Damage (FOD) prevention program in accordance with NAS 412 or equivalent to identify and eliminate foreign object entrapment areas and paths through which foreign objects may migrate and cause product failure. The FOD program will include design, manufacturing, and process controls to prevent FOD in deliverable items.
- 1.3.2.2 The Supplier shall employ appropriate housekeeping practices to assure timely detection and removal of residue/debris generated during the manufacturing operations and/or normal daily tasks. All occurrences of product rejections due to FOD shall be documented and investigated to determine the root cause of the FOD and implement actions to prevent recurrence.
- 1.3.2.3 The Supplier shall implement a FOD prevention program and provide initial and periodic FOD prevention awareness training programs.
- 1.3.2.4 The Supplier shall include periodic self-assessment of internal FOD prevention practices to measure effectiveness. Delivered material must be clean and free from any material/debris such as wire clippings, machined chips, burrs, grinding dust, forming materials, corrosion, oil, and other foreign material on surfaces to prevent FOD entrapment. The Supplier shall have special emphasis controls in place appropriate for the manufacturing environments.
- 1.3.2.5 The Supplier shall ensure that FOD requirements are flowed down to the supplier's sub-contractor/sub-tier suppliers.

1.3.3 Counterfeit Parts Mitigation

A counterfeit parts mitigation program shall be established by each supplier that is compliant to SAE AS5553 and SAE AS6174. Supplier shall provide the original manufacturer (OEM) Certificate of Conformance as specified in 4.1.1 and shall maintain records in accordance with the requirements of the SQAR and Table 1.

1.4 Right of Access

The supplier shall grant, with suitable notice, right of access to Whippany Actuation Systems LLC, their customers, and associated regulatory authorities to the applicable areas of all facilities and levels of the supply chain involved in this order. This access shall provide, at no increase in price, cost, or fee to Whippany Actuation Systems LLC, their customers, or regulatory agencies, suitable facilities at Supplier's and Subtier Supplier's manufacturing location to perform inspections, surveys, or surveillance and access to all applicable records.

1.5 Franchised/Authorized Distributor and Broker Material Control

- 1.5.1 Material from different manufacturing sources shall be stored in a manner that the material cannot become intermixed and that the manufacturing source identity and material identity is maintained.
- 1.5.2 Franchised/authorized distributors and warehouses shall not modify, rework, or repair material in-house by subcontracting unless approval is obtained from the Purchaser (i.e. Drawing, Specification, or Purchase Document) unless the work is performed by the actual manufacturing source of the material.
- 1.5.3 The franchised/authorized distributor or broker shall provide items only from the approved source(s) of supply listed on the Source Control drawing or other document. The approved source Contract and Government Entity (CAGE) code and the manufacturer part identification information must be listed correctly on the drawing or document. If the approved source of supply or part identification

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information is not listed, the Distributor shall contact Procurement or the Quality Representative to request a change to the Whippany Actuation Systems LLC drawing or document.

- 1.5.4 Brokers shall meet the same requirements as Franchised/Authorized Distributors for traceability as listed in the 'Control of Records' section including paragraphs within that section labeled 'NOTE' and Table 1.
- 1.5.5 The Broker must certify that the parts are new, unused, and have not been previously programmed, altered, refurbished, repaired, or used by any customer. The original manufacturers' (OEM) Certificate of Conformance (C of C) and any intermediary C of C's must be shipped along with the Broker's C of C for each lot and date code shipped to Whippany Actuation Systems LLC.
- 1.5.6 If traceability cannot be met, Whippany Actuation Systems LLC must be notified. In such a case, Whippany Actuation Systems LLC reserves the right to cancel the order, request or perform additional testing, or develop a plan for acceptance as a condition of sale without additional cost or penalty to Whippany Actuation Systems LLC.
- 1.5.7 Marking Permanency Test - The broker shall perform a marking solvency test using acetone. The test will be performed on one component from each date or lot code using IDEA-STD-1010-A or similar method as a guide. Any component where the OEM's marking can be removed using this method is grounds for rejection of the entire lot.
- 1.5.8 Orders placed through brokers may be subject to additional functional and/or physical validation when the order is received. Whippany Actuation Systems LLC reserves the right to reject the lot(s) for any indication of a functional and/or physical deviation from the manufacturer's specification.
- 1.5.9 Acceptance of this order by the broker constitutes an agreement that the broker will reimburse Whippany Actuation Systems LLC for the total price of the purchase agreement if the parts are found, through inspection and test methods used by Whippany Actuation Systems LLC and/or Whippany Actuation Systems LLC authorized test facilities, to be non-conforming. Parts found to be counterfeit or otherwise illegal will not be returned to the broker but will be offered to local law enforcement or appropriate bodies for report and destruction.
- 1.5.10 Additional requirements may be imposed upon non-franchised distributors (brokers) via the purchase order.
- 1.6 Change Notification
  - 1.6.1 Suppliers are required to notify Whippany Actuation Systems LLC in writing when there are significant facility or organizational changes to key personnel, company name/location, or certification/registration/accreditation status.

## **2.0 Control of Purchases**

- 2.1 General Requirements of Whippany Actuation Systems LLC Purchase Orders
  - 2.1.1 The supplier shall review all PO requirements, including the Quality Assurance Clauses in the Addendum, and resolve any issues prior to accepting the order. As part of the review, the supplier shall assess its capability, capacity, and resources to meet all Whippany Actuation Systems LLC requirements. If any of the technical or contractual requirements cannot be satisfied, the PO shall be rejected with the reasons for rejection, and communicated to the buyer.
  - 2.1.2 The supplier shall not make any changes to the processes or materials specified under the purchase order without written consent by Whippany Actuation Systems LLC. The supplier shall notify Whippany Actuation Systems LLC in writing prior to implementation of any proposed changes to

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supplier control design, parts, material, fabrication methods, or processes that may affect function, interchangeability, or reliability of hardware delivered to Whippany Actuation Systems LLC.

- 2.1.3 The Supplier will manufacture parts to the drawing revision stated on the purchase order. The supplier shall follow Changes in Design (CID) or Engineering Change Notice (ECN) as flowed down on the purchase order.
- 2.1.4 The PO item revision may include a dash number (e.g., 1-2, 2-2, A-3, B-4). Except for castings, the first alphanumeric character is the part revision, and the dash number is Whippany Actuation Systems LLC internal router revision; the latter shall be excluded from the shipping document. For a casting, the dash number is a component of the part revision and should be included on the shipping document. As a general guideline, the part revision is the same as the drawing revision shown in the upper right corner of most drawings. On tabulated drawings, a part revision is usually shown for each part number.
- 2.1.5 In the event of conflict between technical/contractual documentation, the order of precedence shall be:
- 1st Purchase Order or Contractual Agreement
  - 2nd Customer's drawing
  - 3rd Specifications referenced on the drawing
  - 4th SQAR
  - 5th All other documents/specifications referenced in this document
- 2.1.6 Verbal agreements or instructions shall, under no circumstances, be construed as approval or authorization to proceed.
- 2.1.7 The supplier shall not ship product until it has a signed copy of the Whippany Actuation Systems LLC purchase order.
- 2.1.8 The supplier shall only use sub-tier suppliers who are listed on their Approved Supplier List when outsourcing work and is responsible to flow-down Whippany Actuation Systems LLC requirements that affect the processing performed by a sub-tier supplier and communicate any subsequent changes as necessary. This includes ensuring that sub-tier suppliers have the latest revision of the necessary drawings and specifications, including the Whippany Actuation Systems LLC SQAR.
- 2.1.9 The supplier shall ensure that all personnel who perform work on Whippany Actuation Systems LLC product:
- are appropriately trained and competent to perform all assigned tasks
  - are aware of their contribution to product or service conformity and product safety
  - are aware of the importance of ethical behavior
- 2.1.10 Distributors and warehouses shall not modify, rework, or repair material in-house or by subcontracting unless approval is obtained from Procurement or the rework is performed by the actual manufacturing source of the material.
- 2.2 Communication of Technical Data
- 2.2.1 Whippany Actuation Systems LLC Engineering Specifications (S-Spec) and Manufacturing Engineering Procedures (MEPs) are requirements when referenced on drawings or in the SQAR.
- 2.2.2 Copies of drawings including 'Build-to-Print' (BTP) constituent subassemblies and detail parts, S-Specs and MEPs will be provided by Procurement. Revisions of S Specs, MEPs and Whippany Actuation

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Systems LLC drawings called out in the PO package should be verified through your buyer prior to commencing work.

- 2.3 Government Purchase Orders
  - 2.3.1 The POs will call out a government sales order number, priority rating, and contract number, which must be flowed down to all subcontractors. For multiple orders or multi-year purchases, the PO will call out the DPAS Rating. See Table 2 for current programs to which government requirements apply and their respective PO number prefixes.
  - 2.3.2 POs prefixed with "GS" are for direct government spares. For these orders, all suppliers shall include all certifications with the product.
- 2.4 European Aviation Safety Agency (EASA) Orders
  - 2.4.1 EASA requirements apply to all purchase orders as indicated in Table 2 of this document.
  - 2.4.2 See the SQAR sections for Non-Conforming Material, Corrective Action (3.7), and Control of Records (4.3) for other EASA requirements that apply to these orders.
- 2.5 Authority Approval Requirements
  - 2.5.1 Whippany Actuation Systems LLC will specify on the PO when specific Authority approvals, such as an FAA 8130-3 Airworthiness Approval Tag or EASA Form 1 Authorized Release Certificate, are required with the product.

NOTE: Any supplier that subcontracts any portion of manufacturing or special processing shall flow down all of the requirements stated on the Whippany Actuation Systems LLC purchase order including but not limited to: drawings, S-Specs, MEPS, and the Whippany Actuation Systems LLC SQAR. The supplier shall also review the purchase order for accuracy prior to the release to a sub-tier supplier.

### **3.0 Requirements for Manufacturing Product**

- 3.1 Product Specific Requirements
  - 3.1.1 Requirements for Ball Bearings and Roller Bearings
    - 3.1.1.1 The supplier may provide a bearing with a higher ABEC rating when an ABEC rating is specified on a drawing. When a drawing specifies both tolerance limits and an ABEC rating, the tolerance limits take precedence over the ABEC rating, which becomes a reference callout only.
    - 3.1.1.2 All components, parts, etc., shall be new, unused material.
    - 3.1.1.3 Bearings shall have at least 50% of shelf life left from date of shipment. Each container must specify lubrication date.
    - 3.1.1.4 When re-lubrication is required, suppliers shall include a lube certification with shipments. Lube certs can be a separate document or part of the C of C, but shall include the following information: (1) date the lubricant was introduced to the bearing, (2) lubricant type, and (3) percentage of fill.
    - 3.1.1.5 Bearing suppliers shall identify country of origin on the cert. Bearings shall not be identified as US-made unless they are entirely manufactured in the US, including the fabrication of its components.

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- 3.1.1.6 Distributors and Brokers shall provide a Certificate of Conformance (C of C) with each shipment as a precondition of invoice payment. The distributor C of C shall meet the requirements of section 4.2 and shall be signed by the Quality Manager/Director.
- 3.1.1.7 Product controlled by serial number or lot code shall be identified as such on the physical product and the documentation.
- 3.1.2 Requirements for Castings and Components made from Castings
- 3.1.2.1 The purchase order shall indicate customer supplied material if Whippany Actuation Systems LLC provides the casting material to manufacture the product.
- 3.1.2.2 When a composite drawing (casting & machining) is provided, the casting (“C”) drawing shall have the same revision as the composite drawing and shall be provided to the supplier.
- 3.1.2.3 Casting Layout: the supplier shall supply with the shipment either a CMM report acknowledging all blueprint characteristics or a “blued and scribed” representative piece when any of the following events occur:
- A drawing revision affects the casting or machining dimensions
  - The casting is produced by a supplier for the first time
  - The pattern is repaired or replaced
- 3.1.2.4 Weld repair of castings is not permitted for any reason unless allowed in the specification for a particular Whippany Actuation Systems LLC part number.
- 3.1.3 Limited Shelf-Life Materials
- 3.1.3.1 Items with limited shelf life shall be marked on the item, package, or container with the manufactured date, storage temperature, special handling requirements, and expiration date of the items. When items are fabricated of rubber, the cure date of the rubber is to be shown in lieu of the date of manufacture. All identification markings shall be applied in accordance with applicable specifications.
- 3.1.3.2 Materials with shelf life requirements must have at least 75% of shelf life remaining from date of shipment, or as otherwise specified on the purchase order. Purchase orders for Aviall denoted by the prefix “AV” must have at least 85% of shelf life remaining from date of shipment per customer requirements.
- 3.1.3.3 Distributors may allow re-certification of shelf life expiration date by: (1) OEM approved re-lubrication service provider or (2) obtaining new certification from OEM.
- 3.1.3.4 Gaskets, seals, and O-rings shall have at least 50% shelf life left from the date of shipment. Each item shall be individually packaged to prevent damage, contamination, and tangling, and the packaging shall show the manufacturer’s part number and either the expiration or cure date. The supplier shall also abide by any packaging or marking requirements called out on the drawing.
- 3.1.4 Wire
- Each spool of wire must be marked as follows:
- Lead Wire: Mil-Spec number, Whippany Actuation Systems LLC part number, and description
  - Magnet Wire: Mil-Spec number, description, and net weight



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3.1.5 Printed Circuit Boards

PCBs shall be fabricated in accordance with IPC-6011, 6012, and/or 6013 and the drawing. The manufactured board, testing, and test samples shall meet the requirements of IPC-A-600, Class 2 or 3, as appropriate.

3.1.6 Requirements of Solder

3.1.6.1 Soldering and solder processes shall be in accordance with J-STD-001 Class 3 unless otherwise specified on the drawing or purchase order. Workmanship for soldered electrical / electronic assemblies shall be in accordance with the latest revision of IPC-A-610, Class 3, Acceptability of Electronic Assemblies.

3.1.6.2 Components not available with lead (Pb) in the finish shall not be utilized or delivered unless processed in accordance with Whippany Actuation Systems LLC written instructions.

3.1.6.3 Lead free solders are not authorized unless otherwise specified on the purchase order.

3.1.6.4 Solder shall be Sn63Pb37 or Sn60Pb40 in accordance with J-STD-006. Flux, Solder Paste, and Solder with or without Flux Cores shall conform to activity levels L0 and L1 for Rosin (RO) and Resin (RE) in accordance with J-STD-004, J-STD-005, and J-STD-006, as applicable.

3.1.6.5 Workmanship for cables and wire harnesses shall be in accordance with the latest revision of IPC/WHMA-A-620, Class 3, Requirements for Cable and Wire Harness Assemblies.

3.1.6.6 PCB Repairs to internal or external circuitry is not authorized without written approval of Whippany Actuation Systems LLC and/or the customer, as required.

3.1.6.7 Pure tin shall not be used as a base metal or as a plating material on solderable component leads unless written approval is received from Whippany Actuation Systems LLC and/or customer as applicable for all electrical or electronic components.

3.1.6.8 Solderability shall meet the requirements of J-STD-002 or component solderability requirements of the specification for which they are procured for all electrical or electronic components.

3.2 Material Substitutions

3.2.1 Whippany Actuation Systems LLC S106 specification, "Preferred Material Standard," allows material substitutions without a waiver and is referenced in S134, "Standard Machining Practice." These substitutions are allowed only when the drawing references S134.

3.3 Special Processes

3.3.1 Suppliers shall only use Nadcap accredited Special Processors provided the Special Processor maintains a current Nadcap accreditation for the special processes performed on Whippany Actuation Systems LLC product and is listed on the supplier's Approved Special Processor List (ASPL).

3.3.2 Suppliers are required to request a waiver to use a non-Nadcap accredited Special Processor. This request must be in writing and must be accompanied by objective evidence of oversight/audit of the non-Nadcap accredited Special Processor to ensure that the special processes performed are equivalent to industry standards.

3.3.3 Whippany Actuation Systems LLC Customers' Approved Special Processor List shall be used when flowed down on the purchase order.

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- 3.3.4 Northrop Grumman (NG) Build-to-Print Programs: When the NG drawing cites a process specification that also appears on the NG ASPL, the supplier shall ensure its processing source is listed on the NG ASPL for that process specification.

The NG ASPL can be accessed at: <http://www.northropgrumman.com/suppliers/Pages/Tools.aspx>.

The process spec revision in effect at the time of PO release shall apply. This requirement applies to POs prefixed "FS" and "GH".

- 3.3.5 Exceptions

The following types of products do not require use of Nadcap certified Special Processors or Special Processors listed on Whippany Actuation Systems LCC Customers' Approved Special Processor Lists:

- Standard catalogue or 'Commercial-Off-the Shelf' (COTS) items
- Items purchased to AN, MS, or NAS specifications
- Nameplates
- Bearings
- Proprietary items built to Whippany Actuation Systems LLC Source Control drawing except where the Source Control drawing calls out a special process

- 3.3.6 Black Oxide: Parts requiring black oxide that are hardened shall be subjected to hydrogen embrittlement relief.

- Black oxide shall be performed per drawing requirement for all government spares "GS" orders
- TD79 shall be followed for non-government orders where black oxide is specified on the drawing

- 3.4 Part Marking

- 3.4.1 Applicable part marking requirements are based on criteria in MIL-STD-130

- 3.4.2 All material shall be identified either by bag and tag (smaller parts) or by individual permanent ink stamping (larger parts).

- 3.4.3 The marking shall include part number, part revision, and supplier identification.

- 3.4.4 Suppliers shall also assign a lot number to each shipment and include it on the Certificate of Conformance (C of C) and the part marking. The lot number shall provide traceability to the supplier's and/or its subcontractor's quality records for the shipped parts.

- 3.4.5 Electronic and Printed Circuit Board (PCB) Assemblies: Unless otherwise specified on the drawing, PCBs shall be serialized per MEP 154, "Assignment of Serial Numbers to Printed Wiring Board Assemblies and Electronic Module Assemblies".

- 3.5 Inspection

- 3.5.1 Supplier inspection plans shall document sample size, methods of inspection, and inspected attribute descriptions. Sampling plans shall be in accordance with ANSI/ASQC- Z1.4 (corresponds to MIL-STD-105), but shall functionally test and final inspect 100% of serialized assemblies.

- 3.5.2 Performance Sensitive Parameter: The supplier shall perform 100% inspection and record actual values for characteristics noted on the engineering drawing as 'Performance Sensitive Parameters'.

- 3.5.3 Key Characteristic (KC): The identification of and requirements for a KC will be specified on the PO.

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- 3.5.4 Engineering drawings and associated technical data will clearly identify any Critical Safety Item (CSI) item(s), as well as identify the critical characteristics, critical processes, inspections, and other Quality Assurance requirements.
  - 3.5.5 Suppliers and their sub-tier(s) that perform work on Critical Safety Item (CSI) items shall comply with the current revision of QE-STD-1 pertaining to manufacturing planning, audits, critical characteristics, records, certification of personnel, tolerance of measuring and test equipment, and serialization. Whippany Actuation Systems LLC and/or the U.S. Army Aviation & Missile Command (AMCOM) reserve the right to perform on-site audits of the supplier and applicable sub-tier(s) prior to issuance of a PO, and periodically thereafter, to verify their compliance with the drawings, manufacturing planning, and QE-STD-1.
  - 3.6 First Article Inspection (FAI)
    - 3.6.1 First Article Inspection must be performed in accordance with the current revision of AS9102. All suppliers shall ship the FAI piece and legible FAI documentation as specified on the PO or when required per the current revision of AS9102. Suppliers are ultimately responsible for correctly determining when First Article Inspection is required.
    - 3.6.2 The primary purpose of FAI is to validate that product realization processes are capable of producing parts and assemblies that meet engineering and design requirements.
    - 3.6.3 FAI documentation shall be considered a quality record. Suppliers shall retain the appropriate FAI documentation per section 4.3.
    - 3.6.4 Whippany Actuation Systems LLC reserves the right to return product to a supplier in the event the FAI is not received in accordance with section 3.6.1 above. Whippany Actuation Systems LLC also reserves the right to return product if: (a) the FAI is rejected or, (b) the supplier fails to correct the documentation within two business days of notification.
    - 3.6.5 A lapse in production for two years or more shall require an update for characteristics that may be impacted by this inactivity. This lapse is from the completion of the last production operation to the actual restart of production. In the event that the product is from a previous production run, the vendor shall review the previous FAI and provide a new FAI Form 1 that lists the current review date.
    - 3.6.6 The supplier shall perform a full FAI report for Lockheed Martin program (PO prefix "HM") products in which a one-year lapse in production has occurred.
    - 3.6.7 An FAI is required for assemblies, sub-assemblies, and detail parts including castings, forgings, and modifications to standard catalogue or 'Commercial-Off-the Shelf' (COTS) items.
    - 3.6.8 An FAI is not required for deliverable software or 'Commercial-Off-the-Shelf' (COTS) products (e.g., standard fasteners, shims, bearings, electronic piece parts, paints, adhesives).
    - 3.6.9 A copy of test coupons/micro-sections, solderability samples, micro-section lab reports, electrical test and inspection reports, and objective evidence of all activities conducted during product realization shall accompany the FAI report.
    - 3.6.10 Whippany Actuation Systems LLC will not accept an FAI with design characteristic non-conformances.
    - 3.6.11 Open data fields in the top header of the FAI Forms 1, 2 and 3 are not permitted. The supplier shall mark these unused fields as "N/A."

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3.6.12 Form 1

3.6.12.1 The following optional and conditionally required fields on the AS9102 Form 1 are considered mandatory for Whippany Actuation Systems LLC: 3, 5, 6, 7, 11, 12, 15, 16, 17 (if applicable), 21, and 22.

3.6.12.2 (2, 16) Part Name: must be listed as it appears on the drawing.

3.6.13 Form 2

3.6.13.1 The following optional and conditionally required fields on the AS9102 Form 2 are considered mandatory for Whippany Actuation Systems LLC: 3 (if applicable), 5, 6, 8, 9, 10, 11, and 12.

3.6.13.2 (2) Part Name: must be listed as it appears on the drawing.

3.6.14 Form 3

3.6.14.1 The following optional and conditionally required fields on the AS9102 Form 3 are considered mandatory for Whippany Actuation Systems LLC: 3 (if applicable), 6, 7, 11, 14a, and 14b.

3.6.14.2 100% of all product characteristics, including reference characteristics must be included and annotated accordingly.

3.6.14.3 (2) Part Name: must be listed as it appears on the drawing.

3.6.14.4 (7) Characteristic Designator: must be listed as either "minor," "major," or "critical."

3.6.14.5 (8) Requirement: notes and requirements must be recorded verbatim as they appear on the drawing.

3.6.14.6 (9) Results: "accepts" or "conforms" are acceptable statements of conformance.

3.6.14.7 (14a) Additional Data/Comments: list tool name and tool ID, test equipment and test equipment ID, or applicable specification number.

3.6.14.8 (14) Additional Data/Comments: "informational" must be listed when informational characteristics are referenced.

3.6.15 Electronic versions of AS9102 Forms 1, 2, and 3 can be found on the Whippany Actuation Systems LLC website at [www.whipactsys.com](http://www.whipactsys.com).

3.7 Digital Product Definition (DPD) and Model Based Definition (MBD)

3.7.1 There are three formats that are considered Digital Product Definition (DPD)

- A 3D CAD model and fully dimensioned 2D drawing sheets
- A 3D CAD model and simplified or reduced content drawing sheets, usually described as Reduced Dimension Drawing (RDD) or Simplified Drawing (SD)
- A 3D CAD model and engineering requirements displayed as text within the 3D viewing area of the model, as well as the remaining engineering requirements in 2D form (notes, list, parts list, etc.), and usually described as Model Based Definition (MBD)

Examples of DPD data include IGES/STEP files, electronic 2D drawings and parts lists, and CAD files.

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3.7.2 First Article Inspection

When a Whippany drawing has certain requirements defined in a model file, instead of upon the face of the drawing, the resulting FAI must also address the compliance to the model file dimensions, as required by AS9102.

3.7.3 Evaluation of a Supplier Reduced Dimension or Model Based Definition First Article Inspection:

3.7.3.1 For all dimensions, whether checked with a CMM or manually inspected, the Supplier shall provide an AS9102 submittal with all dimensions that are specifically called out on the 2D drawing or in the model listed in Form 3 (e.g. GD&T, hard call out dimensions, drive to points, etc.).

3.7.3.2 For all other measurements, whether checked with a CMM or manually inspected, taken from the model but not specifically called out as in 3.7.3.1 above, include a bubbled drawing of dimensions taken from the model or bubbled screen shot showing where the points were taken. There must be correlation between the bubbled features and the FAI report.

3.7.3.3 The FAI report shall identify all radii, diameters and dimensions to all part surfaces.

3.7.3.4 The FAI report shall identify the tolerance for each feature point and the amount of deviation from the nominal. The report must clearly indicate any out of tolerance conditions.

3.7.3.5 CMM reports shall be traceable to the specific part and retained by the Supplier. CMM reports shall be given a naming convention that can be identified on the AS9102 form 3. Copies of CMM reports shall accompany the FAI.

3.7.3.6 Documents must reference the model file name/drawing and revision level.

3.8 Non-Conforming Material and Corrective Action

3.8.1 Non-conforming material must be identified, documented, segregated, evaluated, and dispositioned to prevent its unintended release or use.

3.8.2 Preliminary Material Review Authority

Unless otherwise specified, the supplier's authority for disposition of non-conformances is limited to rework, return-to-supplier, and scrap, as follows:

3.8.2.1 Rework: restore product back to drawing or spec compliance

3.8.2.2 Return-to-Supplier: return discrepant subcontractor product for subsequent rework or replacement

3.8.2.3 Scrap: permanent removal and destruction of product found to be unfit for use. Scrap product shall be physically mutilated such that it is unusable for its originally intended use and cannot be reworked to provide the appearance of being serviceable.

3.8.3 Material Review Authority

3.8.3.1 No supplier has material review authority. Any deviation from a technical or contractual requirement shall be submitted for approval prior to shipment to Whippany Actuation Systems LLC on an SRMR form as described in paragraph 3.8.4.

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**3.8.4 Supplier Request for Material Review (SRMR)**

- 3.8.4.1 The supplier shall complete and electronically submit an SRMR form to document request for acceptance of finished material that does not meet the technical or contractual requirements as flowed down on the PO.
- 3.8.4.2 The supplier shall not ship discrepant material unless approved by Whippany Actuation Systems LLC on an SRMR. The supplier shall include the SRMR number on the Certificate of Conformance and a copy of the approved SRMR with the shipment.
- 3.8.4.3 The supplier shall adhere to quantity limits approved on the SRMR. Parts shipped in excess of these quantities will be rejected and returned, and the rejection charged against the supplier's rating.
- 3.8.4.4 Waiver, deviation requests, and approvals that are not documented on the SRMR will not be accepted.

**3.8.5 Reporting of Failures, Malfunctions & Defects**

The FAA, foreign Civil Aviation Authorities (e.g. EASA), U.S. Government Procurement Contracting Officers (PCO), Whippany Actuation Systems LLC, and its customers require notification of any: (1) defect of a hazardous or potentially hazardous nature that endangers, or if not corrected, would endanger the aircraft, its occupants or any other person or property; (2) non-conformity that affects form, fit, function, reliability, or safety in a product already delivered. If the supplier determines that a product has shipped with such a defect, it shall immediately send Whippany Actuation Systems LLC Quality Assurance notification that includes the defect description, item identification (i.e., part, serial, lot number); quantities delivered, and related corrective action. All communication must be documented in writing.

NOTE: In accordance with Whippany Actuation Systems LLC Terms and Conditions, Whippany Actuation Systems LLC reserves the right to charge administrative fees related to the return of delivered non-conforming material.

**3.9 Packaging**

- 3.9.1 Packages, cartons, boxes, containers, and packaging material shall be suitable to adequately protect the parts/material contained within. Received packages must be free from damage, corrosion, and other forms of deterioration.
- 3.9.2 Refer to Section 1.3.1 for guidance on ESD packaging.

**4.0 Control of Records**

**4.1 Shipping Documentation**

- 4.1.1 The supplier shall submit the following with each shipment: (1) a Certificate of Conformance (C of C) stating that the items furnished to Whippany Actuation Systems LLC are in conformance to the purchase order and design data requirements applicable to the items being delivered, and (2) a copy of the manufacturer's C of C. Any aerospace, military and/or industry standard, when imposed by the drawing, specification, or purchase order, must be specifically stated on certification.
- 4.1.2 Process certifications are required for all suppliers performing special processing and shall state that the process has been performed to the drawing requirements.

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4.1.3 The supplier shall notify Whippany Actuation Systems LLC prior to shipment if a specification has been replaced, suspended, or updated. The supplier shall list the specification as shown on the drawing and the replacement specs with their current revision.

4.1.4 For distributors and warehouses, these requirements apply without exception, and include traceability and flow down of requirements on all purchased products to the sources of manufacture and their related acceptance documents. In addition, material from different manufacturing sources shall be stored in a manner such that the material does not become intermixed and the manufacturing source and material identity is maintained at all times.

#### 4.2 Certifications

4.2.1 Certificate of Conformance (C of C): C of Cs are required on all shipments and shall include the following:

- Supplier name and address
- Serial number(s), if applicable
- Whippany Actuation Systems LLC purchase order number
- Quantity of parts in shipment
- Part number and revision on purchase order
- Statement certifying product compliance
- Applicable Specifications including revision
- Signature or stamp of authorizing agent
- Date code(s) or lot number(s), if applicable
- ILS suppliers shall provide the following additional information on their C of C: (1) a statement that new, unused product is being supplied, and (2) identify the manufacturer of the product
- Original manufacturer and site of manufacture
- Date of C of C
- Shelf life, if applicable
- Description
- Customer name and address
- Reference to Whippany Actuation Systems LLC approved concessions or deviations/waivers
- Signature and title of the certifying person or authorized representative

NOTE: Distributors (franchised and non-franchised) and Warehouses shall provide the Manufacturer's (Original Equipment Manufacturer/OEM) Certificate of Conformance (C of C), intermediary C of C's, as well as their own C of C for each lot/date code of parts shipped to Whippany Actuation Systems LLC.

4.2.2 Certificate of Analysis (C of A) or "Mil Cert" is required on all raw material shipments when the end product or its constituent parts are manufactured from basic raw material.

4.2.2.1 The C of A shall include the following:

- Original lot, batch, or heat numbers
- Chemical analysis including constituent elements & percentages
- Physical analysis i.e. stress-strain data temper

4.2.2.2 Exceptions: The following items do not require C of As:

- Standard catalogue or 'Commercial-Off-the Shelf' (COTS) items
- Items purchased to AN, MS, or NAS specifications
- Nameplates
- Bearings

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4.2.2.3 All suppliers shall provide, with the shipment, C of A's for all "GS", "APK", and "BAPK" orders.

4.2.3 Special Process Certification

4.2.3.1 Supplier shall provide a Certificate of Conformance or test report for each special process performed and shall include the C of C with the shipment.

4.2.3.2 Required Cert Information:

- Processor's name and address
- Processing date
- Supplier's PO number to the processor, if an outside source
- Part number, revision, and nomenclature listed on the PO

NOTE: If PO lists the supplier's and Whippany Actuation Systems LLC part numbers, list the Whippany Actuation Systems LLC number.

- Certifying person's signature and title
- Statement of conformance to the specifications and requirements referenced on the PO

NOTE: Avoid statements like "to the best of our knowledge and belief."

- Quantity

NOTE: Special process certs are permitted to have larger quantities on them than the shipment lot size.

- For NDT inspections: the results and level II inspector's name
- When drawing specifies: inclusion of radiographs with test reports

4.2.3.3 Exceptions: The following items do not require Special Process Certifications:

- Standard catalogue or 'Commercial-Off-the Shelf' (COTS) items
- Items purchased to AN, MS, or NAS specifications
- Nameplates
- Bearings

4.2.3.4 All suppliers shall provide, with the shipment, special process certifications for all "GS" orders.

4.2.4 Additional Shipping Documentation

4.2.4.1 Functional Test Data: A copy of the completed and signed (or stamped) test report shall accompany each product that requires functional testing, including products from certified suppliers. These products, which include motors, CCAs, and transducers, shall be serialized. When assemblies have constituent components that require testing, the test data for each component shall be included. When Whippany Actuation Systems LLC returns non-conforming product to the supplier for rework, the supplier shall retest the product after rework and return it with a copy of the new test data.

4.2.4.2 The supplier shall provide Whippany Actuation Systems LLC with electrical test failure print outs with specific defects (i.e. internal or external opens or shorts) for each lot.

4.2.4.3 The supplier shall provide Whippany Actuation Systems LLC with a photo image of one randomly selected, unstressed micro-section and one thermally stressed (TS) micro-section



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for each date code lot. Micro-sections shall be fabricated from the IPC-2221 AB coupons that utilize the smallest plated hole and associated pad. The actual micro-sections shall be retained by the supplier.

#### 4.3 Record Retention Requirements

- 4.3.1 Quality records must be legible, readily retrievable, and stored in a suitable environment that provides minimal risk of damage, deterioration, and/or loss. In the event of contract termination, insolvency, or request, all quality records pertaining to the contract must be surrendered to Whippany Actuation Systems LLC. Unless otherwise specified in the PO or SQAR, quality records shall be retained for seven (7) years.
- 4.3.2 Suppliers shall be compliant to additional record retention requirements listed in Table 2, as well as all requirements listed in this section.
- 4.3.3 The supplier shall notify and receive approval from Whippany Actuation Systems LLC prior to the destruction of any records, including records which exceed retention requirement.
- 4.3.4 Quality records include, but are not limited to, the following:
- Whippany Actuation Systems LLC Purchase Orders
  - First Article Inspection Reports
  - In-Process / Final Inspection and Test Results
  - Completed Manufacturing/Fabrication Documents (e.g., travelers, routers)
  - Traceability and Serialization
  - Calibrations
  - Material Non-conformances including disposition, cause and corrective action
  - Certifications including but not limited to: Certificates of Conformance, Special Process Certifications, Certificates of Analysis, and Certificates of Lubrication
- 4.3.5 Corrections to quality records shall be recorded, dated, and signed in ink or other permanent marking method with the original data being legible and retrievable after the change.
- 4.3.6 Records may be stored electronically (e.g., computer image files) provided that the storage media is capable of maintaining data integrity for the full retention period.
- 4.3.7 Records shall be available to Whippany Actuation Systems LLC, its customers, or regulatory agencies upon request.
- 4.3.8 The supplier shall maintain quality records such that all parts are traceable to the raw material and the manufacturing history of the parts.
- 4.3.9 Essential records, pertaining to EASA record retention, include material certs, lower tier supplier and subcontractor certificates of conformity, manufacturing and assembly documentation, X-ray films, release certificates, and any records associated with the product design data, calculations, and certs.
- 4.3.10 Heat treatment samples shall be retained at the supplier's facility when product requires case hardening or nitriding.

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Table 2 – Program Specific Requirements

Whippany Actuation Systems LLC Customer Program PO Prefix	Applicable SQAR Paragraph ( X indicates applicability)									
	Section 2.3 Comply with Government Flow Downs (FAR, DFARS) – See Appendix A	Section 2.4	Section 3.3 Use Prime’s ASPL	Record Retention						Record Retention Effective Date
				10 Yrs	15 Yrs (FAI Only)	20 Yrs.	25 Yrs.	Service Life + 2 Yrs.	Service Life + 6 Yrs.	
“AB”		X		X						Records created after 1/1/09
“APK”	X									
“BLC”	X					X				
“BP”				X						
“FS”	X		X							
“GH”	X		X							
“GS”	X									
“H”		X		X						Records created after 1/1/09
“HM”	X									
“HS”		X		X						Records created after 1/1/09
“LG”		X							X	Essential Records per 4.3.9
“LM”	X									
“M”					X					FAI Records created after 1/1/09
“MB”	X							X		
“MD”	X									
“NG”	X									
“RP”	X		X	X						
“SA”	X	X		X						
“SH”	X			X						Records created after 1/1/09
“SK”	X									
“SR”	X			X						Records created after 1/1/09
“TK”	X							X		
“UE”		X					X			
“VA”		X						X		

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**Revision Record**

Previous SQAR Section	Description	Revised SQAR New Sections	What Changed (If Anything)
1.0	Supplier Approval	Removed	Removed previous SQAR section as the verbiage was not an instruction to the supplier.
2.0	Quality Management System	1.1	Same requirements as previous SQAR version.
3.0	Calibration Requirements	1.2	Calibration is sole responsibility of the supplier.
4.0	Supplier Status	Removed	Removed previous SQAR section as the verbiage was not an instruction to the supplier.
5.0	Inspection	3.5	Added DSQR inspection requirements for DSQR suppliers.
6.0	First Article Inspection (FAI)	3.6	Requires compliance to AS9102. Removed verbiage that was already a requirement of AS9102.
7.0	GE Aviation Purchasing Information	2.1 - 2.5	<ul style="list-style-type: none"> <li>Added order of precedence for documents in section 2.1.5</li> <li>Added DSQR requirement on PO in section 2.1.7</li> <li>Removed previous SQAR section 7.9 'ILS orders'</li> </ul>
8.0	Supplier's Purchase Orders	Removed	Requirements were embedded in section 2.1
9.0	Material Substitutions	3.2	Same requirements as previous SQAR version
10.0	Part Marking and Traceability	3.4	Relocated previous SQAR section 10.5 to section 4.3.8
11.0	Product Specific Requirements	3.1	<ul style="list-style-type: none"> <li>Added 3.1.1.2 to specify new, unused material</li> <li>Split 11.1.4 into separate requirements 3.1.1.5 through 3.1.1.7</li> <li>Combined sections 11.2 and 11.3 into new section 3.1.2</li> <li>Combined sections 11.4 and 11.7 into new section 3.1.3</li> <li>Added section 3.1.3.3, Distributor Re-certification of Bearing</li> <li>Omitted section 11.8.3</li> <li>Relocated section 11.4.8 to section 3.6.4</li> </ul>
12.0	Special Processes	3.3	Relocated section 11.8.5 to section 4.2.4.2 and 4.2.4.3
13.0	Non-Conformance Control and Material Review	3.7	<ul style="list-style-type: none"> <li>Revised section 13.2.2 to state that 'no supplier has material review authority'</li> <li>Removed previous SQAR section 13.3.4, Exception for engineering development models.</li> </ul>
14.0	Shipping Documentation	4.1 and 4.2	<ul style="list-style-type: none"> <li>More robust requirements for C of C, C of A, and Special Processor certifications.</li> <li>Added requirement for DSQR Surveillance Log</li> </ul>
15.0	Preservation of Product	1.3	<ul style="list-style-type: none"> <li>Added compliance to ESD industry standards, ANSI/ESD S20.20 and JEDEC-Standard No. 625A or Mil-Std-1686, in section 1.3.1</li> <li>Added compliance to FOD industry standard, NAS 412, in section 1.3.2</li> <li>Added compliance to Counterfeit Parts Prevention industry standard, AS5553, in section 1.3.3</li> </ul>
16.0	Control of Records	4.3	<ul style="list-style-type: none"> <li>Added written approval by GE Aviation for destruction of records which exceed retention requirement.</li> <li>Section 16.6-16.8 incorporated into Table 1 of Section 4.0 (see blue text).</li> </ul>
17.0	Right of Access	1.4	Slightly modified verbiage. No major changes.
18.0	Training	Removed	Removed previous SQAR section; Verbiage is contained in AS9100/9110 and ISO requirements. Per section 1.1, supplier must be compliant to these standards.
19.0	Problem Solving Techniques	Removed	Verbiage removed as there was no imposed requirement.
20.0	Help from GE Aviation	Removed	Removed; SQAR states to contact Procurement for any clarifications or issues.
Addendum	Quality Clauses	Removed	Removed previous SQAR Quality Clauses; the clauses have been embedded in the SQAR as the supplier must be compliant to the SQAR in its entirety.
NEW	Franchised/Authorized Distributor and Broker Material Control	1.5	Added requirements for Franchised/Authorized Distributor and Broker Material Control.
NEW	Solder	3.1.6	Added requirements of Solder
NEW	Unusual Visual Appearance	3.8.1	Added definition and requirements for UVA
NEW	Source Problem Reporting	3.8.2	Added definition and requirements for SPR
NEW	Packaging	3.9	Requirements for packaging including ESD packaging

**Whippany Actuation Systems LLC**  
**Supplier Quality Assurance Requirements**

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NEW	NOTE	3.7	Added NOTE below section 3.7.5
NEW	Section 3.6.1 through Section 3.6.3	3.6.1 – 3.6.3	Added new requirements for FAI submittal.
7/10/13	Updated to reflect ownership change	All	Updated to reflect ownership change
5/3/14	Updated to Align With WAS Quality Assurance Strategy	As Described	Added compliance assessment and performance measures. Added Table 1 Removed DSQR, SPR, and UVA definitions Added clarity to section 1.1 Amended EASA requirements for special processes Removed references to GE websites Removed references to DSQR Removed references to C64 Deleted section 3.8
6/12/14	Updated for clarification and to agree with new WAS Terms & Conditions	As Described	2.1.4 Clarified PO Item # 2.1.10 Removed DSQR requirement 2.3 Removed reference to WAS website for Terms & Conditions 2.4 Removed requirement to use WAS EASA approved special processors. Pointed to the ASL 3.1.1 Added clarification as to when a separate Lube C of C is required 4.2.2 Removed DSQR requirement Table 2 Updated to point to new Appendix A
6/13/14	Updated Table 2 to Remove Program Names Per Contract	As Described	Table 2 Removed Program Names
1/15/15	Added applicable DFARS clauses	Appendix A	Added the following DFARS clauses 252.225-7008, 252.225-7012, 252.246-7007
5/11/15	Revised FAI requirements to reflect AS9102B Added applicable FAR/DFARS clauses Minor formatting changes	3.6 Appendix A Table 2	3.6 Revised to encompass requirement changes per AS9102B 3.6 Expanded to clearly define mandatory requirements that may be listed as conditionally required or optional per AS9102B Added the following FAR clauses 52.215-11, 52.222-36, 52.222-38, 52.222-50, 52.242-17, 52.243-1, 52.243-7, 52.246-2 Table 2 expanded to include RP and UE program codes
7/15/15	Revised EASA requirements to reference Table 2 Added program code to Table 2	2.4 Table 2	2.4 Revised section to reference Table 2 instead of listing program codes within the section Table 2 Expanded to include VA program code
11/13/15	Revised Table 1 to match current section numbering Revised 3.6.1 to state that suppliers must perform FAI per AS9102, even if it's not stated on the purchase order	Table 1 3.6.1	Table 1 Revised to reference full sections instead of each sub-section, corrected numbering to match existing sections 3.6.1 Added "or when required per the current revision of AS9102. Suppliers are ultimately responsible for correctly determining when First Article Inspection is required."
1/13/16	Added Appendix B – Equal Employment Opportunity Clause	Appendix B	Added Appendix B – Equal Employment Opportunity Clause
4/7/16	Added Calibration System requirement Removed optional phrasing to provide identification numbers Added PDP/MBD language	1.2 3.6.14.7 3.7 4.2.2.3 4.2.3.4	1.2 Added requirements for calibration to be equivalent or better than Z540-1, Required Calibration Service Providers be approved if using an alternate calibration system, Required Calibration Service Providers to provide and maintain measurable data 3.6.14.7 Removed 'or' to require both tooling and equipment names and ID numbers 3.7 Added section to describe requirements for DPD and MBD 4.2.2.3 Added requirement to provide C of A certification for "APK" and "BAPK" orders
7/27/16	Revised Special Processing section to require Nadcap Revised program prefix codes in Table 2 Added 52.219-9 deviation to Appendix A	3.3 Table 2 Appendix A	3.3 Added requirement to use Nadcap accredited Special Processors , added description of waiver process to use a non-Nadcap Special Processor Table 2 Added "BLC" program prefix code, alphabetized entire table Appendix A Added reference to 52.219-9 deviation

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Revision Date	Revised By	Summary of Changes
6/1/18	MR	2.1.8 – added requirement to use approved suppliers and added language to ensure that requirements and subsequent changes are flowed down to sub-tier suppliers 2.1.9 – added requirements to ensure that personnel are appropriately training and competent and are aware of their contribution to product or service conformity and the importance of ethical behavior 3.3 – removed reference to the Whippany Actuation Systems LLC Approved Special Processor List Table 2 – changed record retention requirement for UE prefixed purchase orders from 40 to 25 years
7/11/18	MR	Table 2 – changed record retention requirements for “LG” prefixed purchase orders from service life plus 2 years to service life plus 6 years
8/8/18	MR	Appendix A – added DFARS clause 252.246-7008 Sources Of Electronic Parts
9/19/18	MR	1.3.3 – added requirement to establish a counterfeit part mitigation program that is compliant with SAE AS6174 (in addition to SAE AS5553)
9/21/18	MR	3.3.4 – updated link to access Northrop Grumman’s Approved Special Processor List
1/24/19	MR	Added section 1.6 – Change Notification Table 2 – Revised paragraph reference to read ‘Section 3.3’ instead of ‘Section 3.3.2’

**Appendix A**  
**Supplemental Government Requirements**

FAR AND FAR SUPPLEMENT CLAUSES: The following clauses, and those clauses that are required by law or regulation to be flowed down to subcontractors that are in effect on the date of any orders issued pursuant to the Agreement, are hereby incorporated by reference, to the extent they apply to Purchaser’s Prime Contract, or with a higher tier U.S. Government contractor. Where applicable, the terms “Government”, “Contracting Officer”, and similar terms shall mean Purchaser, and the term “Contractor” and similar terms shall mean Seller. The full text of a clause may be accessed electronically at URL: <http://farsite.hill.af.mil/vffar1.htm>.

**FAR Clauses**

- 52.202-1 DEFINITIONS
- 52.203-3 GRATUITIES
- 52.203-5 COVENANT AGAINST CONTINGENT FEES
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
- 52.203-7 ANTI-KICKBACK PROCEDURES (Applies when the Agreement exceeds the Simplified Acquisition Threshold (“SAT”)  
 NOTE: Paragraph (c)(1) is excluded)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies when the Agreement exceeds (\$5,000,000 and the period of performance exceeds 120 days)
- 52.203-142 DISPLAY OF HOTLINE POSTER(S) (Applies when the Agreement exceeds \$5,000,000)
- 52.204-2 SECURITY REQUIREMENTS
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS  
 NOTE: Seller agrees to timely information requested by Purchaser pursuant to this clause, and acknowledges that such information will be made publicly available
- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
- 52.211-5 MATERIAL REQUIREMENTS
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
- 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (only paragraph (I) applies)

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- 52.215-2 AUDIT AND RECORDS—NEGOTIATION
  - 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
  - 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS
  - 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
  - 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS
  - 52.215-14 INTEGRITY OF UNIT PRICES
  - 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS
  - 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
  - 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES
  - 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
  - 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS
  - 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
  - 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES
  - 52.219-8 1&2 UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Agreement exceeds the SAT and could lead to subcontracting opportunities)
  - 52.219-9 SMALL BUSINESS CONTRACTING PLAN
  - 52.219-9 SMALL BUSINESS SUPCONTRACTING PLAN (DEVIATION 2013-00014)
  - 52.222-3 CONVICT LABOR
  - 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
  - 52.222-17 1 NONDISPLACEMENT OF QUALIFIED WORKERS (Applies when the Agreement exceeds the SAT and is (1) a service contract, as defined in 22.001, (2) that succeeds a contract for performance of the same or similar work at the same location, and (3) is not exempted by 22.1203-2 or waived in accordance with 22.1203-3)
  - 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
  - 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT
  - 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
  - 52.222-26 1&2 EQUAL OPPORTUNITY
  - 52.222-35 1&2 EQUAL OPPORTUNITY FOR VETERANS
  - 52.222-36 1&2 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
  - 52.222-37 EMPLOYMENT REPORTS ON VETERANS
  - 52.222-38 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS
  - 52.222-40 1&2 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
  - 52.222-41 1 SERVICE CONTRACT ACT OF 1965 (For each Agreement subject to the SCA, Purchaser shall include a remark signifying SCA applicability. Seller shall submit any required wage classifications to the Purchaser for submission to the Contracting Officer and shall not commence performance until receipt of the final wage determination from Purchaser)
  - 52.222-50 1 COMBATTING TRAFFICKING IN PERSONS
  - 52.222-54 1&2 EMPLOYMENT ELIGIBILITY VERIFICATION
  - 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
  - 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
  - 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
  - 52.225-1 BUY-AMERICAN ACT-SUPPLIES
  - 52.225-2 BUY AMERICAN ACT CERTIFICATE
  - 52.225-5 TRADE AGREEMENTS
  - 52.225-8 DUTY-FREE ENTRY (Applies when Goods will be imported into the Customs Territory of the United States)
  - 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
  - 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
  - 52.227-1 AUTHORIZATION AND CONSENT
  - 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
  - 52.227-9 REFUND OF ROYALTIES

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- 52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER
  - 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR
  - 52.227-13 PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT
  - 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
  - 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
  - 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION
  - 52.230-2 COST ACCOUNTING STANDARDS (Applies when Agreement is subject to CAS)
  - 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies when Agreement is subject to CAS)
  - 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (Applies when Agreement is subject to CAS and Seller is located outside of the U.S.)
  - 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTIONS (Applies when Agreement is subject to CAS and Seller is an Educational Institution)
  - 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when Agreement is subject to CAS)
  - 52.232-16 PROGRESS PAYMENTS
  - 52.232-32 PERFORMANCE-BASED PAYMENTS
  - 52.232-40 1 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies when the Agreement involves small business concerns and Seller receives accelerated payments from Purchaser)
  - 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTIONS ACT TITLE III
  - 52.242-15 STOP-WORK ORDER
  - 52.242-17 GOVERNMENT DELAY OF WORK
  - 52.243-1 CHANGES - FIXED PRICE
  - 52.243-7 NOTIFICATION OF CHANGES
  - 52.244-5 COMPETITION IN SUBCONTRACTING
  - 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
  - 52.245-1 GOVERNMENT PROPERTY
  - NOTE: All Government Property shall be controlled and accounted for in accordance with Purchaser's Tooling Supplement, Remark E21
  - 52.245-9 USE AND CHARGES
  - NOTE: Seller shall request authorization to use Government Property in support of efforts under a contract number other than the contract number to which it is assigned, by submitting such request in the form prescribed by Purchaser
  - 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE
  - 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS
  - 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS
  - 52.247-64 1 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies when Goods are to be shipped by ocean vessel)
  - 52.248-1 VALUE ENGINEERING
  - 52.249-2 TERMINATION FOR CONVENIENCE
  - 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Applies when Seller is an educational or other non-profit institution) (Delete paragraph (h), in paragraph (c) change "120 days" to "60 days", and in paragraph (d) change "1 year" to "60 days")
  - 52.249-8 TERMINATION FOR DEFAULT
  - 52.249-14 EXCUSABLE DELAYS

#### DFARS Clauses

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 252.203-7003 1 AGENCY OFFICE OF THE INSPECTOR GENERAL
- 252.203-7004 2 DISPLAY OF FRAUD HOTLINE POSTERS (Applies when the Agreement exceeds \$5,000,000)

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252.204-7000 DISCLOSURE OF INFORMATION

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (Applies when the Agreement involves access to unclassified controlled technical information resident on or transiting through Seller's unclassified information systems)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.211-7000 ACQUISITION STREAMLINING

252.211-7003 1 ITEM IDENTIFICATION AND VALUATION

252.215-7000 PRICING ADJUSTMENTS

252.219-7003 2 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

252.223-7008 1 PROHIBITION OF HEXAVALENT CHROMIUM

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS

252.225-7009 1 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies when the Goods contain specialty metals)

NOTE: Use of exceptions not permitted without advance Seller notification and prior Purchaser approval. Paragraph (d) of this clause is excluded

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

252.225-7013 DUTY-FREE ENTRY (Applies when providing components from a qualifying country or components from a non-qualifying country when the estimated duty is expected to exceed \$200 per unit)

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS

252.225-7016 1 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies when Agreement requires Seller to provide a ball and roller bearing that that is not incorporated into a higher level assembly)

252.225-7021 TRADE AGREEMENTS

252.225-7022 TRADE AGREEMENTS CERTIFICATE- INCLUSION OF IRAQI END PRODUCTS

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS

252.225-70281 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE

252.225-7032 WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES

252.225-7036 BUY AMERICAN ACT- FREE TRADE AGREEMENT - BALANCE OF PAYMENTS

252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS

252.225-7038 1 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS

252.225-7048 EXPORT-CONTROLLED ITEMS

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS

252.226-7001 1 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

252.227-7013 1 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (Applies when technical data is specified to be delivered under the Agreement)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION



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252.227-7015 1 TECHNICAL DATA—COMMERCIAL ITEMS  
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION  
252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS  
252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM  
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE  
252.227-7020 RIGHTS IN SPECIAL WORKS  
252.227-7021 RIGHTS IN DATA--EXISTING WORKS  
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS  
252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE  
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE  
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT  
252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (Applies when technical data is specified to be delivered under the Agreement)  
252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)  
252.227-7037 1 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies when technical data is specified to be delivered under the Agreement)  
252.227-7038 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)  
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS  
252.232-7004 DOD PROGRESS PAYMENT RATES  
252.234-7002 EARNED VALUE MANAGEMENT SYSTEM  
252.235-7003 FREQUENCY AUTHORIZATION  
252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS  
252.239-7018 1 SUPPLY CHAIN RISK (Applies when the Agreement involves the development or delivery of any information technology whether acquired as a service of as a supply)  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)  
252.246-7001 WARRANTY OF DATA (Applies when technical data is specified to be delivered under the Agreement)  
252.246-7003 1 NOTIFICATION OF POTENTIAL SAFETY ISSUES  
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM  
252.246-7008 SOURCES OF ELECTRONIC PARTS  
252.247-7023 1 TRANSPORTATION OF SUPPLIES BY SEA  
252.247-7024 1 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION  
5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)

**Appendix B**  
**Equal Employment Opportunity Clause**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and 61-300.10, to the extent applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin, protected veteran status or disability.

**Whippany Actuation Systems LLC**  
Supplier Quality Assurance Requirements

Issue Date: 2/14/19

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Executive Order 13665 amends 11246 prohibiting federal contractors and subcontractors from discharging, or otherwise discriminating against their employees or job applicants for discussing, disclosing, or inquiring about compensation.