Supplier Quality System Requirements

Owner: Quality Manager

Questions/Comments – POC: Quality Manager (quality@datapath.com, 678-597-0579)

Objective

The purpose of this document is to identify DataPath's Supplier Quality Requirements.
The terms "PO", "contract" "subcontract" and "purchase order" may also be hereafter referred to as "order".

Scope

DataPath, Inc. - Duluth

1. Acronyms

1.1	**ANSI**	American National Standards Institute
1.2	**CAR**	Corrective Action Request
1.3	**CoC**	Certificate of Conformance/ Conformity
1.4	**DFARS**	Defense Federal Acquisition Regulation Supplement
1.5	**DoD**	Department of Defense
1.6	**ECP**	Engineering Change Proposal
1.7	**EIA**	Electronic Industries Alliance
1.8	**EOL**	End Of Life
1.9	**ESD**	Electrostatic Discharge
1.10	**GIDEP**	Government Industry Data Exchange Program
1.11	**GSI**	Government Source Inspection
1.12	**ISO**	International Standardization Organization
1.13	**JESD**	JEDEC Standard
1.14	**OCM**	Original Component Manufacturer
1.15	**OEM**	Original Equipment Manufacturer
1.16	**PO**	Purchase Order
1.17	**QMS**	Quality Management System
1.18	**SAM**	System for Award Management
1.19	**SCAR**	Supplier Corrective Action Request
1.20	**US**	United States
1.21	**WGS**	Wideband Global SATCOM

2. General

2.1 DataPath's supplier quality system requirements are applicable to all purchased product unless otherwise stated in the purchase order (PO).

2.2 Written approval from DataPath is mandatory for any exemptions to the requirements listed in this document and shall be received prior to purchase order acceptance.

2.3 All appropriate DataPath and/or DataPath's Customer purchase order information/requirements must be flowed to the supplier's sub-tier suppliers.

2.4 Any revision to this document shall be adhered to by the supplier upon receipt thereof.

3. Quality System, Changes & Customer Findings

3.1 Suppliers that are third-party registered to the ISO 9001 QMS (Quality Management System) standard by an accredited third-party certification body are considered acceptable and vetted suppliers. Suppliers must provide proof of certification upon request or maintain public access to the certification online via website.

3.2 Supplier shall notify DataPath, in writing within 10 days of any of the following:

- change in its quality management system status;
- loss of third-party registrar's certification status;
- change in supplier's quality organization, processes or procedures that are known to affect or could potentially affect conformity of any item;
- adverse action taken by a supplier's customer, a US or International entity (e.g. DoD, WGS, ISO, GIDEP, etc.), third-party registrar, International Government Agencies, to include, but is not limited to, any of the following:

    i. Issuance of any Corrective Action Request / Supplier Corrective Action ("CAR") or ("SCAR") associated with DataPath Purchased Items, Quality Management System, or processes associated with DataPath products

    ii. Issuance of a major finding by a Third-Party Registrar, if applicable

    iii. Suspension of Government Source Inspection ("GSI"), if applicable

    iv. Loss of SAM (System for Award Management) Registration, if applicable

4. Certificate of Conformance

4.1 Suppliers will provide a certificate of conformance / conformity (CoC), test analysis reports, material certifications, packing list, etc. with each shipment. The following items should be clearly noted:

- DataPath's name and address
- Manufacturer's name and address
- DataPath's purchase order (PO) and, or contract number
- Manufacturer's part number w/serial number (and revision as required)
- Customer's drawing number (and revision as required)
- Quantity
- Date
- Heat, Lot Code, or Lot Number
- Signature of approving company quality representative

4.2 Specific statements of conformance / conformity may be required, if requested.

5. Notice of Nonconforming Material or Request for Root Cause Analysis & Corrective Action

5.1 In the event of delivery of nonconforming material, supplier is subject to the receipt of a (SCAR) Supplier Corrective Action Request. The supplier is required to provide a containment statement in three working days; a root cause corrective action response within ten working days; and be subject to an elevation of notification for delinquent response. An extension may be granted with agreed upon business case. Regardless of the products warranty status, when requested, the supplier is required to provide a root cause and corrective action for failures that occur on parts, the first time they are installed. These are sometimes referred to as out of box failures.

5.2 Failure to comply with a Supplier Corrective Action Request may jeopardize compliance to the order requirements. In the event, supplier fails to remedy discrepancies as required by the Supplier Corrective Action Request, or if supplier fails to make progress so as to risk the performance of this agreement with its terms, DataPath may exercise its rights and remedies under the Cancellation/Termination Article of the agreement between DataPath and your company. When corrective action progress is insufficient, DataPath may place a supplier on probation status. Suppliers on probation status will not be considered for new procurement activity, until the situation is resolved.

5.3 The supplier must promptly notify DataPath in writing when a nonconformance is discovered in the supplier's processes or components/ assemblies for a product already delivered.

The notification must include at a minimum:

- A clear "IS" and "Should Be" description of the nonconforming condition
- Affected programs, part numbers, serial & lot numbers, date codes, etc.
- Quantity delivered, reference PO, ship date, etc.
- Containment plan including replacement availability and recovery plan.

Upon DataPath's determination that the nonconforming condition has been contained, the supplier must provide DataPath a root cause statement and long term corrective actions taken.

6. Counterfeit Parts

6.1 Supplier shall establish and maintain a Counterfeit Prevention Program/Plan using DFARS Clause 252.246-7007 or equivalent, to ensure that Counterfeit Components are not delivered to DataPath. The intent of Supplier's Plan shall be to document a strong, risk-based process to prevent the delivery of and to control counterfeit or suspect counterfeit parts/materials. The plan shall document the processes used to prevent, detect, mitigate, disposition, and report suspected or confirmed counterfeit parts/materials or assemblies.

6.1.1 For purposes of this clause, work consists of those parts/materials delivered under the PO that are the lowest level of distinctly identifiable items (e.g., articles, components, standard hardware, goods, raw materials, and assemblies). "Counterfeit Work" means work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. "Suspect Counterfeit Work" means work for which reliable evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part in question is authentic.

6.1.2 Supplier shall only purchase parts/materials to be delivered to customer as work directly from authorized sources of supply. Authorized sources of supply include the Original Component Manufacturer (OCM), the Original Equipment Manufacturer (OEM); the OCM/OEM authorized distributor chain, and sources with the express written authority of the OCM/OEM or current design activity,

including original raw material and/or hardware manufacturers, authorized aftermarket manufacturers, approved suppliers, authorized resellers, authorized suppliers, and the manufacturer-authorized distributors.

6.1.3 Supplier shall notify DataPath Quality of the relevant facts of a nonconformance in accordance with QMS-P-200 Paragraph 4.2, if supplier becomes aware or suspects that it has furnished “Counterfeit Work”. “Suspect Counterfeit Work” shall

be treated as “Nonconforming Material” as they relate to the notification process in accordance with QMS-P-200 Paragraph 4.2.

6.1.4 Supplier shall notify DataPath Quality if components required to fill an DataPath purchase order cannot be procured through authorized sources (refer to 6.1.2). DataPath will work with supplier to determine a mutually agreeable procurement source.

6.1.5 Supplier shall include this clause or equivalent provisions in sub-tier subcontracts for the delivery of parts/materials that will be included in or furnished as work to DataPath or DataPath’s Customers.

7. Calibration

7.1. Supplier will maintain a documented calibration system for the calibration and maintenance of tools, jigs, inspection, and test equipment. Supplier will have and maintain a calibration system compliant to ISO17025, ISO10012-1, or ANSI Z540-1.

8. Electrostatic Discharge Products (ESD)

8.1 Supplier will maintain an electrostatic discharge (ESD) risk mitigation process for all ESD sensitive material they manufacture.

8.2 The ESD program must be equivalent to the following standards: EIA JESD 625, or ANSI/ESD S20.20.

8.3 Supplier will follow EIA JESD625 standard for the handling and storage of all electrostatic discharge sensitive devices (ESD).

9. Part Substitution

9.1 Part substitutions to product specified in a purchase order are not permitted, without written approval from a DataPath Buyer (or DataPath’s Customer, when applicable).

10. Product Change Notification

10.1 Suppliers will provide reasonable and adequate timely notice to DataPath Quality & DataPath buyer for the following:

10.1.1 Engineering Change Proposal (ECP): A formal notification by the manufacturer that they have implemented a change in the affected devices or product lines. Examples of changes that would result in the issuance of a ECP are as follows: Assembly Process or Site, Form, Fit or Function, Labeling or Packing, Marking, Molding, Product Families, Shipping/Packing Materials, & Test Process or Site. This would also include end of life (EOL) notification or notice of obsolescence.

10.1.2 Quality Alert: A formal notification by the manufacturer or DataPath (on product we perform value-added services) that a problem or high failure rate has been discovered with the devices or product families already manufactured or assembled and shipped to customers. The problem or failure may or may not affect the end user and usually depends on the application in which the customer uses the device. A Quality Alert may be serious enough to result in the recall of the affected product(s).

10.1.3 GIDEP Alert / Advisory- A formal notification issued through the government industry data exchange program that advises GIDEP subscribers about a possible problem or issue related to a specific device or range of devices. Such notifications do not always result in product recall.

10.1.4 Product Recall Notice: Is warranted where the severity of the nonconformance or failure is such, that a recall of the product is requested due to the likelihood of the affected product(s) causing failure regardless of the customer's application or end use.

11. Product Packaging

11.1 Supplier must provide the following:

11.1.1 Necessary protection of all products is provided to avoid damage, loss, deterioration, or substitution, including product packaging in a manner and with materials necessary to prevent deterioration, corrosion, or electrostatic discharge (ESD) damage. Products that require storage are protected against deterioration and damage. Requirements are in place for cleaning, prevention, detection, removal of foreign objects and special handling of hazardous material. The storage locations of all products are controlled within the building by use of environmental controls including temperature and humidity control through the building infrastructure.

12. Record Retention

12.1 Records are established and maintained to provide evidence of conformity to the requirements of the purchase order in accordance with QMS-P-600 (Control of Records).

12.2 Records will be maintained to demonstrate conformance to specified requirements of the PO. Germane records from the subcontractors and customer-specific records shall be an element of these requirements.

12.3 Records are readily available to those who are required to review them, including customers, suppliers, and regulatory agencies.

12.4 Record retention period:

12.4.1 Commercial Off The Shelf (COTS) product – 7 years (minimum)
12.4.2 Military or government product – 7 years (minimum)

13. Workmanship

13.1 The supplier shall establish workmanship plans and acceptance standards in writing in accordance with the performance and reliability requirements of DataPath's specifications. For electrical parts, the plans and acceptance standards shall be modeled after QMS-M-100 "Workmanship Standards Manual". Other types of parts shall have workmanship plans in accordance with the relevant drawings, specifications and the supplier's quality system. Workmanship requirements specified on the component specification/drawing or elsewhere on the order take precedence.

14. Subcontracting of the Purchase Order

14.1 The supplier shall not subcontract in whole, or substantially in whole, performance of this purchase order without prior written consent of DataPath.

15. Right of Access

15.1 The supplier will provide right of access by DataPath, DataPath's Customer, Government Agencies, and Regulatory Authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order, and to all applicable records.

Related Information

QMS-M-000	Quality Assurance Manual
QMS-M-100	Workmanship Standards Manual
QMS-M-101	Electrostatic Discharge Manual
QMS-M-102	Control of Calibration Manual
QMS-P-200	Non-Conforming Material Process
QMS-P-300	Preventive Action Process
QMS-P-400	Corrective Action Process
SCM-P-200-01	EOL or Obsolete Materials Policy
SQM-P-043	Supplier Quality Evaluation
SQM-P-044	Supplier Quality System Requirements
SQM-P-053	Re-evaluation of Suppliers

Revision History & Control

Revision Date	Initiated by	Description of Change	Approved by
3/28/2022	**S. Moses**	**Initial release**	**S. Moses**

Compliance Requirements: **ISO9001 Clause 8.2** – Requirements for products and services