

- * **1.4 Counterfeit Parts / Materials Prevention:** Seller shall establish and maintain a Counterfeit Prevention and Control Plan (CPCP) using AS-5553 and/or AS6174 (Ref. elements of Section 3) to ensure that Counterfeit Work is not delivered to Buyer. The purpose of Seller's Plan shall be to document a robust, risk-based process to prevent the delivery of and to control counterfeit or suspect counterfeit parts/materials. Seller's CPCP shall document the processes used to prevent, detect, mitigate, disposition, and report suspected or confirmed counterfeit parts / materials or assemblies containing same.
- a. For purposes of this clause, Work consists of those parts/materials delivered under this Contract that are the lowest level of separately 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 credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.
 - b. Seller shall only purchase parts/materials to be delivered to Buyer 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.

Seller's processes shall include the means to provide supply chain traceability to the OCM/OEM, including the name and location of all the supply chain intermediaries from the manufacturer to the direct source of the parts/materials for Seller. If traceability is not obtainable, prior to delivery, Seller shall provide written notice to the Supplier Quality Engineer and Buyer that includes records of evidentiary tests and inspections performed and conformance of the parts/materials to specified acceptance criteria that assures

Seller shall provide to the Supplier Quality Engineer and buyer, upon request, the supply chain traceability to the Original Manufacturer or authorized distributor chain. The supply chain traceability shall identify the name and location of all supply chain intermediaries from the parts/materials manufacturer to Seller's direct source of the parts/materials.

Sellers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") shall utilize the GIDEP process to alert the industry of encountered counterfeit parts/materials.

- d. Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of parts/materials that will be included in or furnished as Work to

* **Table 1 – Additional Quality Clause Requirements by Commodity**

Commodity / Product	Fit Check	Software	FAI	FOD	Tooling Inspection	Maintenance, Repair and Overhaul	Variability Reduction
	Q3R (C-130)	Q6R (Applies to deliverable and non-deliverable software)	Q2A & AS/EN 9102	Q4R	Q16	Q17	Q30 (Measurement Plan) AS9103 (Variability Reduction) (F-35)
<ul style="list-style-type: none"> • LM Aero Build-to-Print Metallic & Non-Metallic Parts • Finished Castings & Forgings • Sheet Metal • Machined Parts • Structural Assemblies/Details • Honeycomb Core • Composite Parts • Metallic Raw Materials (Bar, Rod, Plate, Sheet, Extrusions) 	X	X	X	X			Q30 and AS9103

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Appendix QX
Revision: 8

Date:

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2.3 Control of Nonconforming Product / Material Review Process,

2.3.1 – Buyer and Buyer’s customers have the right to refuse to accept any and all Seller nonconformances.

2.3.2 – Seller shall ensure Seller’s quality system has capability to report nonconformance(s) on CSI in full compliance with Defense Federal Acquisition Regulation Supplement (“DFARS”) 252.246-7003.

* **2.3.3** – When Buyer’s customer has delegated oversight/surveillance of Buyer’s work to a cognizant Government representative at Seller’s facility, Seller shall submit all material review dispositions for Buyer-related work to the cognizant Government representative for concurrence when requested by the Government representative.

2.3.4 – Buyer has the right to limit or eliminate Material Review processing on work defined by this PO.

* **2.3.5** – Seller Material Review (MR) for Seller designed or Buyer-designed Items is not applicable to Buyer-Furnished Equipment (BFE).

* Seller shall request Buyer MR disposition of nonconforming BFE in accordance with Buyer instructions located on Buyer’s website at:
<http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> > Quality Requirements > Supplier Quality Management System. Seller shall identify equipment or Items as BFE within the request. A User Guide is available from Buyer’s website. BFE is equipment or Items provided to Seller from 2.7nem. -12.3(ut)-7(em)4.9(se6(r)-6(em)-6(en)10.5(t)-6.6(s)-2(>)]T8lem)02 Tw 1.1

* **2.4 QCS-001 Requirements for Buyer-Designed Items:**

2.4.1 - QCS-001 sets forth both the process sources and the processes that require Buyer approval, prior to use for Items delivered to Buyer. QCS-001 is located at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under Quality Requirements > Supplier Quality Management System. For those special processes that are not covered by QCS-001 the Seller shall have a system for approving special process sources. Seller is not required to utilize QCS-001 sources or provide QCS-001 Quarterly Usage Reports when processing the following:

- standard hardware (nuts, bolts, washer, etc.) ordered to military, federal or industry specifications or standards (e.g., MS, AN, NAS, etc.) , or
- metallic raw material (plate, sheet, bar, extrusion, etc.), or
- perishable tooling and Tool Service Requirements List (“TSRL”) Items.

2.4.2 – Seller, its agents and subcontractors at all tiers working on Buyer’s product shall meet all requirements of the latest version of Appendix QJ in effect as of the date of the Request for Proposal (RFP), unless otherwise amended by Buyer and Seller prior to PO issuance, when Seller, its agents and subcontractors are performing any Buyer-controlled process identified in QCS-001.

2.4.3 – Seller’s utilization of Buyer-approved or Nadcap accredited sources does not relieve Seller from the obligations to ensure subcontracted sources are in full compliance with applicable process specifications and to deliver conforming Items. Upon request by Buyer, Seller shall provide objective evidence that such compliance was attained and that such conforming Items were delivered.

2.4.4 – Buyer authorizes Seller to use Nadcap accredited sources for Industry Standard processes controlled by QCS-001. Seller may access Nadcap approved sources at <http://www.pri.sae.org> or <http://www.eauditnet.pri.sae.org>. Buyer shall have the right to validate any Nadcap approved source or process using normal survey practices, and shall have the right to disapprove Seller’s use of any such source in connection with this PO.

2.4.5 – Seller shall be responsible for providing special process source with the appropriate revision level of the process standards/specifications prior to performing processing.

2.4.6 – Seller shall ensure all Seller sub-tier purchase orders and/or associated purchase order documents for Buyer-controlled processes include the following data elements.

- Seller’s unique LM Aero identification number (“vendor code”), and
- all QCS-001 controlled specifications including revision for which processing which will be performed, and
- LM Aero unique “process codes” for each Buyer-controlled process to be performed, and
- applicable program Finish Specification and revision, and
- a statement with the words, “Processing to be accomplished in performance of this purchase order is directly related to a Lockheed Martin Aeronautics Company purchase order and must be accomplished in accordance with process specification(s) on this purchase order and Lockheed Martin Aeronautics Company Appendix QJ”, and

- a statement that Seller's sub-tier must file and maintain a copy of all purchase orders containing the above statement and make these available for review by Buyer, upon request, and
- a statement that Seller's sub-tier must submit a Certificate of Conformance ("CoC") with a unique certification number which contains the elements listed in QJ, and
- fracture durability classification or serialization, when required, and
- a statement to ensure Seller's sub-tiers suitably wraps, boxes or racks parts to guard against shipping damage and to apply rust or corrosion protection.

2.4.7 – Seller shall maintain special processing activity data on each Buyer-approved process performed for Buyer including processes performed by Seller on Buyer Items, or any QCS-001 Source utilized, and Seller shall compile a quarterly Usage Report of this activity data and submit it to Buyer from the link at