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1. Purpose/Scope

This document has been established to provide the Quality flow-down requirements to applicable Suppliers listed on the Approved Supplier List (ASL). This document outlines requirements for suppliers of materials, products, or services provided to Mercury Mission Systems, LLC. It is intended to clearly communicate to the Supplier the requirements they are responsible for meeting concerning quality.

It is understood by both Mercury and the Supplier that this document applies to every purchase order/contract where the procured product, services, or processes are deliverable/ consumable by Mercury customers. Suppliers of specific component parts or special processes must meet the Quality System Requirements contained herein when performing a Mercury purchase order/contract which contains a reference to this document.

2. References

The following are documents that are used to support this development.

QMS-100, Quality Manual

3. Definitions

ASL - Approved Supplier List

CCA - Circuit Card Assembly

CoC - Certificate of Conformance

COTS - Commercial Off-the-Shelf

Contract - The contract, subcontract, purchase order, or other written agreement between Mercury and the Supplier.

EAR - Export Administration Regulations

EHS - Environment, health, and safety management system

ESD - Electrostatic discharge

FAI - First Article Inspection

FAR - Federal Acquisition Regulation

FOD - Foreign Object Debris / Damage

FCPA - Foreign Corrupt Practices Act

GSI - Government Source Inspection

ITAR - International Traffic in Arms Regulations

MRB - Material Review Board

MSDS - Material Safety Data Sheet

NIST - National Institute of Standards and Technology

Nadcap (formerly NADCAP) - National Aerospace and Defense Contractors Accreditation Program, a global cooperative accreditation program for aerospace engineering, defense, and related industries.

NoE - Notification of Escapement

OCM - Original Component Manufacturers

OEM - Original Equipment Manufacturers

OEDC - Organization for Economic Cooperation and Development

Product - The result of activities or processes. A product shall include, but not be limited to services, hardware, software, processed material, or a combination thereof.

PO - Purchase order issued by mercury.

PWB - Printed Wiring Board

QMS - Quality Management System

RoHS - Restrictions of Hazardous Substances

Supplier - The person(s) and/or company/corporation providing goods and or services to mercury.

SCAR - Supplier Corrective Action Request

TSCA - Toxic Substances Control Act

4. **Quality Clause List**

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5. Quality Clauses

The following 100 series quality clauses apply to all purchase orders from Mercury. All other quality clauses, if applicable, will be indicated on the Request for Quote and any resulting purchase order (PO).

SQC 100 Certificate of Conformance (CoC)

The Supplier shall submit a CoC stating that the products(s) furnished on this contract conform to the quality requirements, drawings, materials, processes, test specifications, and other applicable specifications. The CoC shall accompany each shipment. The Supplier shall have records on file to substantiate product compliance with the contract and will furnish copies of these records upon request of Mercury, Mercury's customer representative(s). All CoCs shall contain the following information, when applicable, and shall be validated by an authorized Supplier's representative, by either an inspection stamp or a signature:

- Supplier's name and address
- Mercury PO number/contract number
- Mercury part number, revision level, description
- Identification of the lot number, batch and/or date codes, and serial number, if applicable
- Heat lot, if applicable
- Material and/or process specifications
- Actual measurements or reference to test inspection documentation as applicable
- Shelf Life requirements, if applicable
- Statement of Conformance by the supplier declaring the product or service has met the requirements of the purchase order including drawings and specifications at the prescribed revision level
- Authorized Quality representative signature and date

Note 1: CoC shall be supported by inspection and test data, material analysis, or certification from the raw material producer or processor and shall be made available as requested for specifications such as raw material, processed material, processes, etc.

Note 2: When the items on this purchase order are supplied by a distributor, a copy of the manufacturer's certification and the distributor's certification stating compliance and the manufacturer's name and address shall be provided. (e.g., raw material, pan stock, COTS (commercial off the shelf))

SQC 101 Packaging

The supplier is responsible for ensuring that the product is packaged and preserved in container(s), bags, boxes, and crates, as applicable for the type of product to prevent damage and/or

deterioration. Each item shall be packaged individually and identified with the following information: (by label or tag).

- Supplier's name and address
- Purchased Part Number
- Revision Level
- Manufacturer's part number (if different from the purchased part number)
- Purchase Order Number
- Date
- Quantity
- Serial Number (if applicable)
- Lot Number (if applicable)
- Cute Date (if applicable)
- Country of Origin

For those items where individual packaging is not practical (such as with electronic discrete components, MIL-SPEC or NAS nuts/bolts/screws, or other commercially available bulk packaged items), the packaging must also show the number of items contained in addition to the items listed above.

Note: Do not combine items from different purchase orders in the same shipping container or on the same packing slip.

All items received at Mercury must have shipping documentation or may be refused and returned to the supplier at the supplier's expense.

SQC 102 Supplier Sub-tier Control

The supplier is responsible for ensuring all items produced by its subcontractors conform to all requirements of the purchase order. The supplier shall ensure all applicable provisions of this document are flowed down to its subcontractors.

SQC 103 Foreign Object Debris / Damage (FOD) Prevention

The supplier shall establish and maintain an effective FOD prevention program in compliance with AS/EN/SJAC 9146 FOD Prevention Program - Requirements for Aviation, Space, and Defense Organizations to control and eliminate FOD and/or contamination assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable products. The supplier's program shall utilize effective FOD prevention practices. NAS 412 may be used as a guide to establish and implement the external provider's FOD program. Maintenance of the work and control of tools, parts, and materials shall preclude the risk of FOD incidents. Before closing inaccessible or obscured areas and compartments during assembly, the supplier shall inspect for foreign objects/materials. The written procedures or policies developed by the supplier shall be subject to review and audit by Mercury Quality and approved or disapproved when the supplier's procedures or policies do not accomplish their objectives.

SQC 104 Age / Environment Sensitive Material (Shelf Life)

The supplier shall identify all materials and articles which have definite characteristics of quality degradation with age and/or environment. Identification shall include the date useful life was initiated and the date and/or the cycle at which the useful life will be expended. When the

environment is a factor in determining useful life, the identification shall include storage conditions required to achieve the stated useful life. Limited shelf life material containers shall be marked with the date of manufacture and the shelf life expiration date. The shelf life shall not exceed the requirements and a minimum of 75% of the shelf life shall remain at the time of shipment. Special storage requirements, if required, shall be provided with each shipment.

SQC 105 Quality Management System (QMS)

The Supplier shall provide and maintain a QMS acceptable to Mercury. Mercury's acceptance of the supplier's quality system shall be formally documented. The supplier's QMS shall ensure all items delivered are in full compliance with the requirements of the purchase order. The supplier QMS may be subject to review by Mercury at any time.

The supplier shall provide and maintain a QMS that is registered to AS9100 or ISO 9001 most current revision. The certification must be current.

The Buyer reserves the right to conduct surveillance at the Seller's facility to determine that the Seller's quality system conforms to the requirements of AS9117.

Supplemental Quality Requirements

- **Change in Quality Management Representative**
The Seller shall promptly notify the Buyer's authorized procurement representative and the supplier quality representative of intended or actual changes in the management representative with assigned responsibility and authority for its QMS.
- **Change in QMS**
The Seller shall promptly notify the Buyer's authorized procurement representative and supplier quality representative in writing of intended or actual major change to its QMS that may affect the conformity of its goods or services. Each change to the Seller's QMS is subject to review by the Buyer. The Seller shall include, as part of the written notification of change to its QMS, a list of changed procedures identified by revision level, a description of the intent of the changes, and a signed statement that compliance with the Buyer's quality system approval has not been diminished.
- **Change in Manufacturing Line, Facility Location, or Process**
The Seller shall promptly notify the Buyer's authorized procurement representative in writing of intended or actual changes to the manufacturing processes that may affect the quality of delivered goods and services. This includes changes to the Sellers' and their subcontractors' manufacturing facility location for the contracted goods or services, equipment, or processes for which the product was qualified. The Seller shall promptly notify the Buyer's authorized procurement representative in writing of changes to its quality control process that may affect the inspection verification of conformity or airworthiness. Notification shall document the effect of the change to inspection concerning fit, form, reliability, function, conformity, and airworthiness of the Seller's goods or services. Each change to the Seller's quality control system is subject to review by the Buyer.
- **Natural Disaster Occurrence**
The Seller shall promptly notify the Buyer's authorized procurement representative of any occurrence of natural disaster that diminishes The Seller's ability to deliver conforming goods or services.

- **English Language**
When specifically requested by the Buyer, the Seller shall make specified quality data and/or approved design data available in the English language. The Seller shall maintain an English language translation of (1) its quality manual, (2) the operating instructions that implement the quality manual requirements, and (3) an index of the Seller's procedures that contain quality requirements. The Buyer may require additional documentation to be translated including but not limited to shop orders, technical specifications, certificates, reports, and nonconformance documents.
- **Seller's Subcontractors**
- **Seller's Change Notification Process**
The Seller shall impose all the aforementioned requirements on the Seller's subcontractors. The Seller shall document a process for notifying the Buyer of intended or actual changes described in the aforementioned requirements.

SQC 106 Zero Defect Goal

It is the goal of Mercury to receive 100% acceptable products from its supplier base. This is necessary to ensure Mercury receives products that will be processed through assembly and test with no interruptions due to defects which result in extra cost and delays due to rework, return to supplier, or repair and Use "As Is" MRB actions. Our suppliers must understand the need to pay special attention to part and purchase order details to ensure total compliance.

SQC 107 Counterfeit Parts Material Avoidance

All parts and materials shall be procured only through original equipment manufacturers (OEMs) / original component manufacturers (OCMs) or their franchised dealers or distributors.

- a. Supplier shall verify the procurement source and associated certifying paperwork and materials.
- b. The supplier shall flow this requirement down to all sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials
- c. The supplier shall not use unapproved brokers (any company, person, or entity who is not an OEM / OCM or not an OEM / OCM authorized franchised dealer or distributor) for the purchase of components/materials/parts unless pre-approval has been granted.

The Seller shall meet the following additional requirements for electronic parts procured by or on behalf of the Seller:

- The Seller shall implement a counterfeit electronic parts detection and avoidance system consistent with the requirements of the latest dated version of SAE standard AS5553 as of the effective date of this contract.
- The Seller shall include the substance of this article including this flow-down requirement, in all subcontracts for electronic parts awarded by the Seller for work under this contract.

SQC 108 Control of Changes

The supplier and sub-tier suppliers shall not make changes to the design, configuration, material, part, or manufacturing process that result in an impact to form, fit, or function of the supplied product. These changes must be submitted to the Buyer and require the approval of Mercury.

SQC 109 Workmanship

Workmanship shall be in accordance with the drawing requirements, specifications, and any requirements of the detail equipment specification applicable to manufacturing, processing,

marking of parts and assemblies, wiring, soldering, welding and brazing, plating, riveting, finishing, and machine operations and shall be reviewed for the detection and removal of foreign objects including burrs, sharp edges, tooling marks, mismatch conditions, warped and/or bowed conditions, or any other damaged artifact that could make the product or equipment unsatisfactory for the intended purpose.

SQC 110 Corrective Action

If the supplier is issued a Supplier Corrective Action Request (SCAR), the supplier shall complete the applicable sections of the SCAR including root cause, containment action, corrective action, and verification of the corrective action. The SCAR must be signed by an authorized representative of the company and returned to Mercury within the response due time frame. If the supplier requires more time to identify and implement corrective actions, the supplier must contact Mercury purchasing and request an extension of the response due date. Failure to respond promptly may result in the removal of the supplier from the Approved Supplier List (ASL). Upon notification of the nonconformance, shipments may be suspended until containment processes are enacted.

SQC 111 Non-Conforming Material and Supplier Performance

****Suppliers do not have MRB authority on behalf of Mercury****

The supplier shall not deliver any material that departs from drawing, specification, or maintenance requirements. Non-conforming material is to be submitted for review and disposition by Mercury. Nonconformances discovered at Mercury (receiving inspection, in-process build, final inspection, testing), that are supplier caused, are subject to a processing fee –per rejection. Suppliers are responsible for all parts, processes, and services rendered by sub-tier suppliers.

Any quality concerns or rejections as a result of the sub-tier supplier are the responsibility of the supplier. Mercury may chargeback a supplier for rework, repair, analysis, and/or travel related to a nonconforming product where it has been determined that the non-conformance is supplier caused and the suppliers schedule to complete the rework/repair does not support Mercury's scheduled need for the product. The supplier shall notify Mercury of any systemic quality concerns that may affect the quality or performance of products already delivered to Mercury. The supplier shall provide a Notification of Escapement (NoE) within three (3) business days of when the nonconformance was determined. If the nonconformance affects the safety of flight or is mission-critical; the supplier shall immediately provide the NoE and all required information to the Buyer.

SQC 112 Control of Quality Records

All records related to the manufacturing, testing, and inspection of parts supplied to the Buyer purchase order will be maintained for a minimum of 10 years from delivery unless otherwise specified in writing. The records shall be accessible upon request to the Buyer, the Buyer's customer, or to regulatory and statutory authorities. All records submitted are subject to the Buyer's review and approval before acceptance.

SQC 113 Calibration System

The supplier's calibration system for measuring and testing equipment shall be in accordance with the requirements of ANSI/NCSL Z540-1 or ISO 10012 Calibration Systems. The supplier's Calibration System standards shall be traceable to NIST. The Supplier's Calibration System is always subject to review and approval by Mercury and Mercury's customer representative(s) and/or government representative(s).

The supplier retains full responsibility for ensuring that all products, lower-tier suppliers, supplies used, and/or services furnished hereunder, comply with all applicable calibration requirements. A copy of the supplier's current ISO 9001 or AS9100 registration, if available, shall be enough for compliance with this provision and shall be supplied to Mercury when the registration is renewed.

SQC 114 Inspection

At no additional cost to the Buyer, goods shall be subject to inspection, surveillance, and testing at reasonable times and places including the Seller's subcontractors' locations. The Buyer has the right to visit the Seller's and the Seller's subcontractors' locations during operating hours to inspect, review, and assess progress and performance under this contract including, but not limited to, production, schedule, and quality. Any Buyer representative shall be allowed access to all areas used for the performance of the contract. The Buyer shall perform inspections, surveillance, reviews, and tests so as not to unduly delay the work.

- a. The Seller shall maintain an inspection system acceptable to the Buyer for the goods purchased under this contract.
- b. If the Buyer performs an inspection, surveillance, review, or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish without additional charge, reasonable facilities, and assistance for the safe and convenient performance of these duties.

SQC 115 Defective Cost or Pricing Data

- a. If the Seller, its subcontractor, or prospective subcontractor fails to submit accurate, complete, and current cost or pricing data, and, as a result of that failure, the government reduces the price of the Buyer's prime contract, the Buyer may recover from the Seller an amount equal to the price reduction of the prime contract.
- b. If, as a result of the Seller's or its subcontractor's foregoing conduct, the government imposes a penalty on or charges the Buyer interest, the Buyer may recover from the Seller the amount of that interest or penalty.
- c. For paragraphs a and b of this Article, if the Buyer is a higher-tier subcontractor, "government" means the higher-tier contractor, and "prime contract" means the higher-tier subcontract. The Seller will not raise as defenses the matters listed in FAR 52.215-10(c)(1) (AUG 2011) or FAR 52.215- 11(d)(1) (AUG 2011).

SQC 116 Confidential, Proprietary, and Trade Secret Information and Materials

- a. The Buyer and the Seller shall each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary, and/or trade secret information, including the Buyer-provided specifications and the Buyer-provided information pertaining to qualification, certification, manufacturing, and/or quality testing and procedures; (ii) tangible items and software containing, conveying, or embodying such information; and (iii) tooling identified as being subject to this Article that is obtained, directly or indirectly, from the other in connection with this contract or other agreement including the Buyer's contract with its customer, if any, (collectively referred to as "Proprietary Information and Materials"). Proprietary Information and Materials shall not include information that is, as evidenced by competent records, provided by the receiving party, lawfully in the public domain, lawfully disclosed to or known by the receiving party without restriction, generally known in the relevant trade or industry before disclosure hereunder, or developed by the receiving party independently without the use of or reference to the disclosing party's Proprietary Information and Materials.
- b. The Buyer and the Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this contract, other contracts between the parties, and the Buyer's contract with its customer if any. However, despite any other obligations or restrictions imposed by this Article or any prior agreement, the Buyer shall have the right to use and reproduce the Seller's Proprietary Information and Materials internal to the Buyer regardless of when disclosed. The Buyer shall further have the right to

use, disclose, reproduce, and make derivative works of the Seller's Proprietary Information and Materials (i) to fulfill the Buyer's obligations under, and (ii) for the purposes of testing, certification, use, sale, or support of any goods delivered under this contract, other contracts with the Seller, and the Buyer's contract with its customer if any. Any such use, disclosure, reproduction, or derivative work by the Buyer shall, whenever appropriate, include a restrictive legend suitable for the circumstances. The restrictions on disclosure or use of Proprietary Information and Materials shall apply to all materials derived by the receiving party or others on its behalf from the disclosing party's Proprietary Information and Materials. In addition to disclosures permitted hereunder, a receiving party may disclose received Proprietary Information and Materials in response to a subpoena or court order duly issued in a judicial or legislative process provided that the receiving party has used reasonable efforts to give the disclosing party advance written notice of any such disclosure requirement, and to reasonably cooperate with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing its scope.

- c. Upon the Buyer's request at any time, and in any event, upon the completion, termination, or cancellation of this contract, the Seller shall return to the Buyer all of the Buyer's Proprietary Information and Materials and all materials derived therefrom unless specifically directed otherwise in writing by the Buyer. The Seller shall not at any time (i) dispose of (as scrap or otherwise) any goods, parts, or other materials containing, conveying, embodying, or made in accordance with or by reference to any Proprietary Information and Materials of the Buyer without the prior written authorization of the Buyer or (ii) make, use, or sell any goods, parts, or other materials containing, conveying, embodying, or made in accordance with or by reference to any Proprietary Information and Materials of the Buyer without notifying the Buyer in writing before any such planned making, using, or selling activity and executing an agreement between the parties requiring payment by the Seller of a reasonable license fee to the Buyer as consideration for each use of such Proprietary Information and Materials of Buyer unless the Buyer has provided prior written authorization to the Seller. Before disposing of such goods, parts, or other materials as scrap, the Seller shall render them unusable. The Buyer shall have the right to audit the Seller's compliance with this Article.
- d. The Seller may disclose Proprietary Information and Materials of the Buyer to its subcontractors as required for the performance of this contract provided that each such subcontractor first agrees in writing to obligations no less restrictive than those imposed upon the Seller under this Article. The Seller shall be liable to the Buyer for any breach of such obligation by such subcontractor.
- e. The provisions of this Article are effective notwithstanding the application of any restrictive legends or notices to Proprietary Information and Materials. The provisions of this Article shall survive the performance, completion, termination, or cancellation of this contract.
- f. The Seller agrees that any technical data and computer software furnished to the Buyer, as a required deliverable under this contract, will be free from confidential, proprietary, or restrictive-use markings that are not expressly permitted by applicable FAR or other U.S. Government agency FAR supplement clauses incorporated in this contract ("Nonconforming Markings"). The Buyer may notify the Seller of a Nonconforming Marking, and if the Seller fails to remove or correct such marking within sixty (60) days after such notification, the Buyer may, at the Seller's expense, correct any such Nonconforming Marking.

SQC 117 Publicity and Customer Communication

- a. Without the Buyer's prior written approval, the Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release, or denial or confirmation of same regarding this contract or the goods or program to which it pertains. The Seller shall be responsible to the Buyer for any breach of such obligation by any subcontractor.
- b. Except as otherwise expressly provided in this contract, the Buyer shall be responsible for all coordination and communication with the Buyer's customer, including any higher-tier contractor(s), regarding this contract or the goods or program to which it pertains. The Seller shall have no communications regarding the foregoing with the Buyer's customer, including any higher-tier contractor(s), without the Buyer's advance written approval and coordination.

SQC 118 Property Management

- a. Buyer's Property. The Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of the Buyer's property and all property to which the Buyer acquires an interest by virtue of this contract. The Seller assumes all risk of loss, destruction, or damage of such property while in the Seller's possession, custody, or control, including any transfer to the Seller's subcontractors. Upon request, the Seller shall provide the Buyer with adequate proof of insurance against such risk of loss. The Seller shall not use such property other than in the performance of this contract without the Buyer's prior written consent. The Seller shall notify the Buyer's authorized procurement representative if the Buyer's property is lost, damaged, or destroyed. As directed by the Buyer, upon completion, termination, or cancellation of this contract, the Seller shall deliver such property, to the extent not incorporated in delivered goods, to the Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this Article limits the Seller's use, in its direct contracts with the Government, of property in which the Government has an interest.
- b. Government-Owned Property. To the extent that the Seller, including any subcontractor thereof, uses U.S. Government property, either furnished to or acquired by the Seller under this contract, in the performance of this contract, the Seller shall manage such property in accordance with FAR 52.245-1 (APR 2012), unless some other date version or equivalent FAR clause is provided elsewhere in this contract, as implemented through the requirements of clause E000 which is incorporated by reference into this contract.
- c. Special Tooling. To the extent that the Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by the Seller under this contract, in the performance of this contract, the Seller shall manage such tooling in accordance with clause E223 which is incorporated by reference into this contract.

SQC 119 Business Conduct

- a. Compliance with laws. The Seller and the goods shall comply with all applicable statutes and government rules, regulations, and orders. Without acting as a limitation, the Seller shall comply with (i) all applicable country laws relating to anti-corruption or anti-bribery including, but not limited to, legislation implementing the Organization for Economic Cooperation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), regardless of whether The Seller is within the jurisdiction of the United States, and the Seller shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give any portion of monies or anything of value received from the Buyer to a non-U.S. public official or any person in violation of

the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

- b. **Gratuities.** the Seller warrants that neither it nor any of its employees, agents, or representatives have offered, given, or will offer or give any gratuities to the Buyer's employees, agents, or representatives to secure this contract or secure favorable treatment under this contract.
- c. **Code of Basic Working Conditions and Human Rights.** The Buyer is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, the Buyer has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. The Buyer strongly encourages the Seller to adopt and enforce concepts similar, including conducting the Seller's operations in a manner that is fully compliant with all applicable laws and regulations about fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety, and environmental protection. Further, any material violation of law by the Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which the Seller is performing work under this contract may be considered a material breach of this contract for which the Buyer may elect to cancel any open orders between the Buyer and the Seller for cause in accordance with the "Cancellation for Default" Article. The Seller shall include the substance of this clause, including this flow-down requirement, in all subcontracts awarded by the Seller for work under this contract.
- d. **Environmental Health and Safety Performance.** The Seller acknowledges and accepts full and sole responsibility to maintain an environment, health, and safety management system (EHS) appropriate for its business throughout the performance of this contract. The Buyer expects that the Seller's EHS will promote health and safety, environmental stewardship, and pollution prevention through appropriate source reduction strategies. The Seller shall convey the requirement of this clause to its suppliers. The Seller shall not deliver goods that contain any asbestos mineral fibers.
- e. **Seller Facility.** The Seller shall provide the Buyer written notice of any proposed plans for moving the Seller's manufacturing location for the goods or moving tooling or other equipment utilized in the manufacture of the goods to another facility. In no event shall the Seller proceed with implementing such plans after obtaining the Buyer's prior written approval.
- f. **Buyer Policies.** The Seller agrees that the Buyer's internal policies, procedures, and codes are intended to guide the internal management of the Buyer, and are not intended to, and do not create any right or benefit, substantive or procedural, enforceable at law or in equity, by the Seller against the Buyer.
- g. **Conflict Minerals.** The Seller shall, no later than thirty (30) days following each calendar year in which the Seller has delivered any goods to the Buyer, under this contract or otherwise, complete and provide to the Buyer a single and comprehensive Conflict Minerals Reporting. The Seller shall perform appropriate due diligence on its supply chain to fulfill the reporting obligations of this Article.
- h. **Subcontracting.** The Seller agrees that no subcontract placed under this contract will provide for payment on a cost-plus-a-percentage-of-cost basis.

SQC 120 Access to Plants and Properties

Where the Seller is either entering or performing work at premises owned or controlled by the Buyer or the Buyer's customer or obtaining access electronically to the Buyer systems or information, the Seller shall comply with: (i) all the rules and regulations established by the Buyer or the Buyer's customer for access to and documentation to validate citizenship or immigration status of the Seller's personnel or subcontractor personnel. In addition, the Seller acknowledges that the Buyer may perform routine background checks on Seller personnel. The Seller shall include the substance of this clause, including this flow-down requirement, in all subcontracts awarded by the Seller for work under these contract activities in and around premises controlled by the Buyer or the Buyer's customer; and (ii) the Buyer requests for information and documentation to validate citizenship or immigration status of the Seller's personnel or subcontractor personnel. In addition, the Seller acknowledges that the Buyer may perform routine background checks on Seller personnel. The Seller shall include the substance of this clause, including this flow-down requirement, in all subcontracts awarded by the Seller for work under this contract.

SQC 121 Trade Control Compliance

- a. The parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the parties conduct business according to this contract, including but not limited to the Export Administration Regulations (EAR) of the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, the U.S. Customs and Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").
- b. The Seller shall control the disclosure of, and access to, controlled items or technical data provided by the Buyer related to the performance of this contract in compliance with all applicable Trade Control Laws. The Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to the Seller, or the Seller's sub-tier suppliers or the Seller's non-U.S. subsidiaries) any export-controlled item, data, or services, without providing advance notice to the Buyer and obtaining the requisite export and/or import authority.
- c. Subject to applicable Trade Control Laws, the Seller shall provide the Buyer with the export control classification of any commodity or technology including software.
- d. The Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by the Buyer related to the Seller's compliance with applicable Trade Control Laws shall be made available to the Buyer upon request.
- e. The Seller shall promptly notify the Buyer if the Seller is, or becomes, listed in any Denied Parties List or if the Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any governmental entity.
- f. The Seller shall timely inform the Buyer of any actual or alleged violations of any applicable Trade Control Laws including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations in the Seller's performance under this contract and shall comply with all reasonable requests from the Buyer for information regarding any such violations.

- g. The Seller shall incorporate into any contracts with its sub-tier suppliers' obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

SQC 122 Disputes

Any dispute that arises under or is related to this contract that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. Pending the final resolution of any dispute, the Seller shall proceed with the performance of this contract according to the Buyer's instructions so long as the Buyer continues to pay amounts not in dispute.

SQC123 Deliverable Software

The Seller is required to maintain a Software Quality System in compliance with AS9115. The Buyer reserves the right to conduct surveillance at the Seller's facility to determine that the Seller's Quality System meets the requirements of AS9115.

The Seller is required to submit a Software Quality Plan for Buyer approval. The plan shall assure that all goods and services meet all contract requirements.

SQC 200 Certificate of Conformance (Special Process Approved Supplier)

For contracts/purchase orders issued to suppliers that are designated by Mercury customer requirements as "Special Process Approved Suppliers," all the requirements of SQC 1 are applicable and the supplier and/or sub-tier supplier shall annotate on the Certificate of Conformance the suppliers approved processor code, if applicable.

SQC 201 Control of Special Processes

The supplier must have on file at their facility or their sub-tier supplier's facility chemical and mechanical test data on raw material used on the contract issued by Mercury. Processes listed below must satisfy the requirements of applicable drawings and specifications. Mercury reserves the right to perform surveillance, review, or audit of the supplier and/or sub-tier supplier's special processes and certification before and during the performance of any contract issued by Mercury. Suppliers and sub-tier suppliers certified by Nadcap for the commodities that they are delivering shall be considered approved and require no further surveillance or audits provided no nonconformances are detected from their processes.

Mercury reserves the right to deny the use of lower-tier special process suppliers if they fail to meet the applicable requirements. All processes performed under the contract issued by Mercury shall be performed by the supplier or, if the supplier is going to outsource any processes, they must contact Mercury before any outsourcing activity to a sub-tier supplier for verification of Mercury customer-approved supplier status.

Control of Special Processes	
Plating	Coatings
Heat Treating	Materials Testing Laboratories
Non-destructive Testing	Soldering and PWB Fabrication
Welding (includes brazing)	Nonconventional Machining and Chem-Milling
Shot Peening	Cleaning
X-ray	Bonding

Table 1: Control of Special Processes

SQC 202 Special Process Certifications

Any special processing performed, e.g., heat treatments, plating, paint, welding, etc., shall be certified individually and completely including related data such as thickness of plating, paints, temperatures, hardness results, etc.

SQC 203 Certified Processes

Supplier shall have personnel performing special processes such as soldering and bonding certified for proof of proficiency.

SQC 204 Chemical / Physical Test Reports

The supplier shall provide actual chemical and/or mechanical test data for the material(s) being supplied under the contract issued by Mercury. The test report shall state the actual analysis of the material for the chemical and/or mechanical properties and shall identify, as applicable, the material type, grade, temper, material dimensions, heat/lot number, and specification(s) and be signed for certification of compliance. The test report shall identify the Mercury PO number. The test report shall accompany each shipment; failure to provide the required test reports may be cause for rejection of the material and affect the supplier rating.

SQC 205 Dimensional Inspection Data

The supplier shall perform an in-process and final inspection and/or test of the product as applicable to validate compliance of the product to the required drawings, specifications, or regulatory standards as defined on the contract issued by Mercury. Evidence of the inspection and/or test shall be documented in the supplier format and be maintained by the supplier.

Supplier to provide results of inspection performed to determine acceptability of each part delivered. Inspection results should include:

- Mercury part number and revision
- Mercury Purchase Order number
- Supplier part number (if applicable)
- Date of the test(s) performed
- Serial number(s)
- Identity of the person that performed the inspection(s)
- AQL used for each requirement
- Acceptance criteria used
- Results of inspection(s) performed

Note: A Certificate of Conformance does not satisfy the requirements of this code.

SQC 206 Raw Material Certification

A raw material Certificate of Conformance (CoC) is required. The CoC should indicate the material used to fabricate the parts supplied is compliant with all requirements as specified. Additionally, the supplier shall supply a test report showing actual chemical and mechanical properties analysis test data on the lot of raw material used to manufacture the items or raw material shipped against this PO.

SQC 207 Material Substitution Prohibitions

- a. Unauthorized Material Substitution (General) is not permitted on the Buyer's goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes the Buyer design drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing, or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitutions therein) do not constitute unauthorized material substitution. Terms and definitions for metallic materials

and processing used herein are clarified in **ARP1917**. Contact the Buyer's authorized procurement representative for details regarding deviations to authorized materials. The Seller agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the Buyer's authorized document.

- b. Metallic Materials (Specific)
- (1) Temper or Condition Conversion_– Unless specifically authorized by the engineering definition, conversion of raw material (i.e., heat treat to change the temper or condition of the material) constitutes material substitution of the condition provided by the manufacturer.
 - (2) Metallic Raw Materials – The Buyer's engineering drawings may refer to obsolete or superseded specifications covering several forms, thicknesses, widths, etc. of the alloy or alloys. The required characteristics of these materials are defined not only by the objective test standards of the specification but by the processes/methods by which this final form is achieved. These requirements are often captured in the definitions of the required material forms and may not be explicitly called out in the detailed requirements. The raw material certification results from both the process used to make it and the tests to verify basic properties.
- c. The Seller shall ensure that metallic materials covered by current or obsolete/superseded specifications are produced using the standard industry practices designed strictly to produce stock to the specified thickness, diameter, width, or cross-sectional area achieved by thermomechanical processing or casting process. Chemical, electrochemical, and mechanical methods used for the removal of surface scale or contamination, or the production of the required surface finish, in accordance with the material specification, are acceptable. Raw material must not be re-certified with respect to thickness, diameter, width or cross-sectional area, or product form. Machining or cutting of thicker products or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Buyer. Raw material certifications for material or parts shall reflect the form and size of the raw material as originally manufactured by the raw material producer.
- d. Specification Supersession – For government specifications and standards canceled after June 1994, the Seller and subcontractors at all tiers shall use the last active revision of the canceled specification and standard until an acceptable replacement is included in the requirements of this contract. Contact the Buyer's authorized procurement representative in the event of any inconsistency in applicable specification or standard.
- e. Reports (Full Pedigree from melt to final product) – Raw material certifications shall show clear traceability to the manufacturer(s) of the raw material including ingot source, all thermo-mechanical processing (i.e., forging, rolling, drawing, etc.), heat treatment, chemical processing, and inspections as required by applicable raw material specification requirements.
- f. Chain of Custody (Disguising intermediate ownership) – Suppliers shall not disguise the pedigree of material or chain of ownership by removal of a previous supplier's name, nomenclature, or identification.
- g. Source of Additional Information - Additional information and guidance may be found through the Buyer's supplier portal or the Buyer's authorized procurement representative.
- h. The substance of this Article shall be flowed in all subcontracts at every tier.

SQC 208 Conflict Minerals

The supplier shall ensure they conform to Mercury Technologies' Conflict Minerals Sourcing Policy and to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. The Supplier shall flow down these requirements to the lowest-level sub-tier suppliers.

SQC 209 Obsolescence

Supplier acknowledges its responsibility to prepare, identify, assess, analyze, and implement a solution(s) for obsolescence related to its products as necessary to fulfill the requirements of the purchase order.

SQC 300 Electrostatic Discharge (ESD) Control and Package

The supplier shall maintain an ESD control program in accordance with the most recent version of MIL-STD-1686, ANSI S20.20. The program shall be subject to review by Mercury. The item shall be packaged in materials that are non-charge generating on the inside surface next to the part as well as providing conductive shielding protection. The protective container shall be labeled with an industry-recognized ESD cautionary statement.

SQC 301 Restriction of Hazardous Substances (RoHS)

All components supplied on this order shall be tested for the presence of Lead (Pb), Cadmium (Cd), Mercury (Hg), Hexavalent Chromium (Hex-Cr), Polybrominated Biphenyls (PBB), and Polybrominated Biphenyl Ethers (PBDE). For component(s) containing any of the elements listed above, they SHALL NOT exceed any limit listed below. For Cadmium and Hexavalent chromium, there must be less than 0.01% of the substance by weight at raw homogeneous materials level. For lead, PBB, and PBDE, there must be no more than 0.1% of the material when calculated by weight at raw homogeneous materials. Any RoHS-compliant component must have 100 ppm or less of mercury, and the mercury must not have been intentionally added to the component.

SQC 302 Solderability

Solderability requirement: Solderability testing is required for products furnished in accordance with this PO or contract. The supplier shall furnish certification with each shipment. This certification shall contain the following information as a minimum:

- Supplier's name and address
- Purchased Part Number
- Revision Level
- Manufacturer's part number (if different from the purchased part number)
- Purchase Order Number

The supplier shall state in that certificate the fact that solderability testing has been successfully performed on the product, the procedure used to perform solderability testing (Mil-Spec, industry standard, company procedure, etc.), and the date(s) that solderability testing was performed or date code(s) of the product.

Certification is to be signed and dated by an authorized representative of the company (preferably a member of company quality management).

No more than twenty-four (24) months shall expire between the performance of solderability testing(s) or date code and the arrival of material at Mercury.

SQC 303 Circuit Card Assembly (CCA) / Printed Wiring Board (PWB)

CCAs shall comply with IPC-A-610 Acceptability of Electronic Assemblies unless otherwise specified. CCAs will comply with IPC-J-STD-001 Requirements for Soldered and Electronic

Assemblies unless otherwise specified. All Gerber/Panel files for the bare-printed circuit boards shall be provided for review and approval before producing the boards.

Note 1: The supplier shall default to Class 2 requirements if the class is not otherwise specified on the PO or other Buyer supplied documents.

Note 2: This clause does not apply to COTS items.

The following documentation shall be Included with each shipment of CCAs:

- CCA Inspection Report (Final Inspection results)
- Metallurgical Lab Report, if required, consisting of copper thickness, glass-to-glass board thickness, and dielectric thickness (all layers)
- Certificate of Conformance (CoC)
- Certificate of Electrical Test, if required
- Time-dominance Reflectometer (TDR) (Impedance) Report, if required
- Serialization log of shipped CCA

SQC 400 First Article Inspection (FAI)

Mercury's acceptance of a first article inspection (FAI) is required before acceptance of production parts unless otherwise authorized by Mercury. The supplier shall submit the FAI report and identifiable first article product to Mercury's inspection department for verification. The supplier's FAI format shall include, at a minimum, the contract number, product number, revision level, product name, suppliers name, all drawing requirements (including tolerance), the method used to obtain results, actual results of each measurement, pass or fail status of the measurements, and proven compliance to each engineering drawing note. ***FAIs shall be completed in accordance with AS9102.***

Occurrence of any of the following conditions shall require an additional FAI:

- A material, design, tooling, and/or process change(s) affects the original first article inspection of the product. An additional FAI applies only to those characteristics affected by the change.
- The product has not been produced for 24 months.
- A change in facilities has taken place.
- Damage and subsequent repair to tooling, fixtures, dies, or equipment used in the manufacturing process affects the specification parameters or attributes. An additional FAI applies only to those characteristics affected by the repair.
- A change has been made to the supplier's proprietary product purchased by Mercury or the performance of a higher assembly.

First Article Reports for the items controlled by CAD files shall record actual dimensional data taken by the supplier to confirm conformance to the CAD file. The supplier must indicate any operations not performed using the CAD file.

SQC 401 Test Data

Actual test data of indication of pass/fail test results shall accompany each shipment. The supplier's format is acceptable. The supplier shall provide the results of all final acceptance tests performed to determine the acceptability of each part delivered. Test data shall include:

- Supplier's name and address and/or the name and address of the independent laboratory - Mercury PO number
- Date of test performed
- Product number, serial number, or lot number if applicable
- Identity of the person that performed the test
- Acceptance criteria used
- Results of tests performed - supporting documentation
- Supplier's QA representative approval with signature, title, and date

SQC 402 Source Inspection

Mercury will perform a final inspection and or witness acceptance tests at the supplier's facility before the shipment of the product under the contract issued by Mercury. The supplier shall notify Mercury's purchasing department at least five (5) working days before the date that source inspection is required. If Mercury waives source inspection, the inspection waiver must accompany the shipment.

SQC 403 Government Source Inspection (GSI)

Government inspection of the purchased product is required before shipment from Mercury's facility. Upon receipt of this contract, Mercury shall promptly notify the government representative(s), who normally services the supplier facility, to establish the plan for GSI. GSI applies to prime and returned material.

The supplier shall comply with the requirements of Federal Acquisition Regulation (FAR) Clause 52.246-2, "Inspection of Supplies." Mercury, Mercury's customer, and the Government have the right to inspect and test all supplies called for by the contract to the extent practicable, and at all places and times including the period of manufacture and in any event before acceptance.

SQC 405 Material Safety Data Sheet (MSDS) / Toxic Substances Control Act (TSCA)

The supplier shall furnish one (1) copy of the MSDS with each shipment of product under the contract issued by Mercury. The supplier shall certify that all chemical substances delivered under this contract are on EPA's TSCA inventory and comply with all applicable rules and orders under TSCA.

SQC 406 Traceability

All documentation must be numerically linked to maintain full traceability. Products furnished under a contract issued by Mercury must be identified by lot number, material type, specification, and revision level and be traceable to the original manufacturer. The traceability documentation and/or records shall accompany each shipment.

Traceability shall also be maintained to the subcomponent parts of hybrid, multi-chip modules, crystal oscillators, current sensors, and other small assemblies that are themselves procured as parts. Parts from a single lot and/or date code shall be assembled from homogeneous lots of sub-components wherever possible.

SQC 407 Lot Control

Products furnished under a contract issued by Mercury must be identified by the manufacturing lot or batch number. The lot or batch number shall be identified on tags or labels and attached to the product or product container. All accompanying documentation such as packing list, certifications, and inspection/test reports shall include the lot control number.

SQC 408 Serialization

Each product furnished by this contract shall be identified by a unique serial number. When specific serial numbers are required, they shall be identified by Mercury. All inspection and/or test reports and all other applicable documentation shall be traceable to each serial number.

SQC 409 Functional Test Reports

Each shipment shall be accompanied by one legible copy of a report of actual variables test data identifiable to test parameters and serial numbers of items submitted. These reports shall contain the signature and title of a responsible representative of the supplier who performed the test indicating conformance to the specified requirements. The specifications must be listed and include the revision letter.

SQC 410 Radiographic Inspection

The items on this order require radiographic inspection by a government or Buyer-approved x-ray laboratory. Film will be read and interpreted by the laboratory and the findings reported on an appropriate form. The x-ray film and one copy of the x-ray report must accompany the material. The x-ray film must be identified with the Buyer's PO number, and the report shall contain the signature and title of a responsible representative of the laboratory.

SQC 411 Fungus

All components, equipment, or materials used in the procurement of stated purchased items must not result in evidence of fungus growth on any surface.

SQC 412 Prohibited Material, Amount of Tin

All tin plating, solder, or tin finishes shall have a minimum of 3% lead content by weight. Parts shall also be free of zinc, cadmium, and mercury. Supplier shall provide a written/signed Certificate of Conformance (CoC) with each shipment that attests to meeting this requirement.

SQC 413 Exclusion of Mercury

Supplies furnished shall contain no free mercury (metallic form) or mercury compounds (e.g., mercuric oxide and mercuric chloride) without the written approval of Mercury. The Supplier shall review the extent necessary for a reasonable assurance that mercury is not being used in the supplies (e.g., review of drawing parts lists & material lists).

Mercury-bearing instruments and equipment (i.e., those instruments containing free mercury) shall not be used in the manufacture, fabrication, assembly, testing, etc., of any supplies.

Note: Supplier shall develop the same assurance and confidence of compliance with the mercury exclusion clause as it does with other specification requirements (e.g., toxic materials, flammable materials, fragile materials, and radioactive materials). Certification of Conformance or other attesting documentation shall be available if required to be provided to the Buyer and/or Government.

The subcontractor shall require all sub-tier subcontractors to comply with the mercury exclusion requirements.

SQC 414 Preferred Lead Finish Tin-Lead

The preferred component lead finish coatings are tin-lead plates or hot solder dip in accordance with MIL-PRF-19500. The Seller must request authorization from Mercury if another lead finish must be used.

Gold-finished component leads being refinished to meet this preference must be done so using SnPb with a minimum lead (Pb) content of 3 weight percent and applied using a double-dipping process or a dynamic bath in accordance with IPC J STD-001 DS AMD 1. Documentation must be included with each shipment that provides evidence that one of the acceptable hot solder dip processes has been used.

SQC 415 Printed Wiring Board (PWB) Testing

PWB testing (electrical and microsectioning): The Supplier is responsible for the performance of electrical testing, inspections, and coupon microsectionings in accordance with applicable drawings and/or specifications. Supplier shall maintain records of the performance of each test, inspection, or microsectioning for a period of not less than five (5) years or the contract time period plus (1) one year whichever is greater. Unless otherwise specified in the PO or contract, the supplier shall retain the coupons, original copies of the data, etc. at the supplier's facility(ies). Mercury reserves the right to review such records and/or performances of tests/ inspections. No more than twenty-four (24) months shall expire between performances of solderability testing(s) or date code and the arrival of material at Mercury. Microsectionings at the supplier's facility(ies).

SQC 500 Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities and Veterans

This clause is applicable if this contract exceeds \$10,000. Pursuant to the requirements of 41 CFR Part 60-741.5(a) and 41 CFR Part 60-300.5(a):

- This contractor and subcontractor shall abide by the requirements of 41 CFR 60- 741.5 (a). This regulation prohibits discrimination against qualified individuals based on disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- This contractor and subcontractor shall abide by the requirements of 41 CFR 60- 300.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

6. Verification of Requirements Flow Down

Mercury shall perform periodic reviews of the Supplier and verification of requirements flow down by means of an audit, inspection, or other reviews of the objective evidence at the Supplier's location.

Verification activities of requirements shall be performed according to the risks identified by Mercury, and can include, but are not limited to, the review of objective evidence and required documentation that defines the characteristics of the products to be produced or the services to be provided, or the activities to be performed, as well as the results to be achieved. Examples of information can include drawings, parts lists, materials, process specifications, control plans, travelers, routers, etc.

Revision History

Revision	Date	DACR/Case #	Reason
IR	09/29/2017	NA	Initial Release
A	04/18/2018	NA	SQC 112 CONTROL OF QUALITY RECORDS:
B	08/08/2018	NA	ADDED 206,500. Revised 103,105,111.
C	12/20/2018	NA	ADDED 208
D	05/15/2019	NA	Added "FAIs shall be completed in accordance with AS9102" to SQC 400, Added SQC 114 -122
E	01/29/2020	NA	Added SQC 123 Deliverable Software, applied new template, reformatted, edited for grammar and punctuation, added terms to Terms and Definitions list, added hyperlinks into Quality Clause List and bookmarks into Quality Clause list; User can either use hyperlinks or the Bookmark Navigation Panel in Foxit.
F	02/10/2020	DACR #124595	Added SQC 209 Obsolescence
G	10/20/2020	DACR #233474	Added verification of flow-down requirement
H	10/13/2022	DACR #338887	Converted to Mercury template; reviewed and edited;

Review and Approval**Reviewers/Titles****Quality Manager Approval**