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AS9100D Supplier Requirements Flow Down

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GENERAL QUALITY ASSURANCE REQUIREMENTS

These Requirements define the quality assurance requirements for Suppliers of materials (raw materials, hardware, components, assemblies, and tools) and services to Northrop Grumman. THE SUPPLIER IS RESPONSIBLE FOR ASSURANCE, AND UPON REQUEST, TO PROVIDE OBJECTIVE EVIDENCE THAT ALL MATERIALS AND SERVICES PROVIDED ARE IN COMPLIANCE WITH THE PURCHASE AGREEMENT REQUIREMENTS WHETHER MATERIALS ARE MANUFACTURED OR SERVICES ARE RENDERED BY THE SUPPLIER DIRECTLY OR OBTAINED THROUGH PURCHASE AGREEMENTS WITH SUB-TIER SUPPLIERS.

The Supplier shall provide and maintain a quality system that will ensure all products delivered conform to the drawings, specifications, and requirements specified in the purchase agreement. The Supplier must also ensure persons are aware of their contribution to product and services conformity, safety, and the importance of ethical behavior.

A. PROHIBITED PRACTICES

Unauthorized Repairs: Unless specifically approved by governing specification, during the manufacturing of any item, Seller shall not repair any damaged item, any item found to be faulty, or any item that fails to meet Buyer specification/drawing requirements, without Buyer's prior written approval. Seller is not authorized to perform Material Review Board (MRB) activity on non-conforming material without Buyer authorization and approval via the Northrop Grumman MRB.

Change in Approval, Drawing, Processes, Materials, or Procedures: Seller shall not change any drawing, process, material (including subtier supplier parts), or procedure without prior Buyer written approval, if such drawing, process, material, or procedure was previously approved by Buyer as provided for in the procurement document.

Seller shall not change any process, material or procedure from that is used to qualify any item or which was used by Seller to become a qualified source for Buyer specification/ drawing, without Buyer written approval.

Resubmittal of Rejected Items: Any item rejected by Buyer and subsequently resubmitted to Buyer shall be clearly identified as a resubmitted item, indicating procurement document number and Buyer reject document number in Seller's Certificate of Conformance.

Notification of Facility Change: Seller shall not use nor relocate any production, manufacturing, and/or processing facilities to differ from previous approval by Buyer, during performance of work specified in the procurement document, without previously notifying Buyer and affording Buyer an opportunity to examine such facilities for compliance with Procurement Quality Requirements.

Changing of Test Facility: Seller shall not change a test facility nor use another test facility to meet specification/drawing requirements without prior Buyer written approval, if a specific test facility was previously approved by the Buyer as provided for in the procurement document.

Change of Management/Owner: Seller shall notify Buyer when a significant change in management or ownership has occurred.

Change to Third-Party Registration/Accreditation: Seller shall notify Buyer when any change has occurred to Seller's Third-Party AS9100, ISO9001 and/or Nadcap registration. Seller shall provide Buyer with a copy of Seller's Certificate of Accreditation. Upon expiration and/or change in Seller's accreditation status (including name and/or ownership change), the Seller shall provide Buyer with a current certificate.

B. RESPONSIBILITY FOR CONFORMANCE

Neither surveillance, inspection and/or test made by Buyer or its representatives or US Government representatives at either Seller's or Buyer's facility, nor Seller's compliance with all applicable Procurement Quality Requirements, shall relieve Seller of the responsibility to furnish an item that conforms to the requirements of the procurement document.

C. BUYER SURVEY, SURVEILLANCE, AUDITS AND INSPECTION

Buyer, Buyer representative, Buyer Customer, US Government and/or regulatory agencies have the right to conduct surveys, audits and surveillance of Seller facilities, and those of Seller subtier suppliers with prior coordination with Seller, to determine capability to comply, and to verify continuing compliance, with the requirements of the procurement document. Objective evidence of Seller's compliance, either by submittal of requested evidence, or evidence of a third party accreditation, may be acceptable for the purpose of re-survey, but will not preclude the use of on-site evaluations or other review methods.

The Seller shall permit Buyer access to all data on the International Aerospace Quality Group's (IAQG) OASIS website and Nadcap database such as registration documentation, audit reports findings, corrective action, etc. The Seller shall provide notice to their Buyer of any major changes in the key personnel, organizational structure or manufacturing processes affecting quality and/or any major findings uncovered during their registrar's periodic audits within 7 business days. Corrective and Preventive actions taken in response to those major finding shall also be provided to the Buyer. The Seller shall also permit Buyer access to all data relating to management of the Quality System such as internal audit results and their corrective and preventive actions, and results of management reviews.

Buyer has the right to perform inspection at Seller facilities and those of Seller subtier supplier with prior coordination with Seller, during the period of manufacturer and inspection prior to shipment. Final inspection, and acceptance, shall be performed at the Buyer facility, unless otherwise specified in the procurement document.

Buyer reserves the right to use ANSI/ASOCZ1.4, Sampling Procedure and Tables for Inspection by Attributes," or other sampling process for the acceptance or rejection of items.

When Source Inspection is annotated on the purchase order, Seller conformance to Buyer requirements shall be verified by Buyer and shall be performed at Seller's facilities prior to shipment of items being procured. Seller shall provide reasonable facilities and a copy of Buyer's specification/drawing and the procurement document for Buyer verification of Seller conformance to the procurement document and specification/drawing requirements. Buyer Source Inspection shall include, but is not limited to the following:

- Validation of Seller automated test programs and procedures to Buyer's specification/drawing requirements (when applicable).
- Witnessing Seller's performance of acceptance/qualification testing and inspections to Buyer's specification/drawing requirements. Seller shall perform an additional 1.0 AQL acceptance test/inspection when Buyer's Quality Field Engineer has not witnessed Seller acceptance testing.
- Review of Seller acceptance test/inspection data and reports to verify conformance with Buyer's specification/drawing requirements.
- Review of lot qualification test data to Buyer's specification/drawing requirements, if applicable.
- Verification of Seller's packaging and packing of items being procured to ensure conformance with Buyer's procurement document or specification/drawing requirements.
- Verification of item traceability and Seller's certification to ensure conformance with Buyer's procurement document or specification/drawing requirements.

Seller shall provide inspection/test data and reports to Buyer's Quality Field Engineer indicating which characteristics, parameters, dimensions, etc., were actually tested/ inspected for validation to Buyer's specification/drawing requirements.

For Customer Source Inspection (CSI), please allow for five (5) M-Days in your manufacturing spans for each CSI request. Notify your local Quality Field Representative (QFR) once the hardware is ready for inspection. The QFR will get back to you to schedule a time and day to perform the inspection. Please do not request CSI until the hardware is ready. Re-scheduling CSI due to hardware not being ready may result in the issuance of a Corrective Action Request

(CAR). To ensure the right QFR performs the CSI, please request the QFR'S contact information from your NGC Buyer.

After Buyer Source Inspection, any rework or test of the item(s), including any unscheduled or unauthorized entry, such as removal of a panel, cover, or enclosure shall void the Buyer Source Inspection and Seller shall request Buyer to repeat applicable Source Inspection step(s).

D. DOCUMENTATION

Buyer may refuse to accept item if Seller fails to submit certifications, documentation, test data or reports specified by the procurement document. Documentation includes Buyer Source Inspection if such source inspection is performed. Any change to the documentation shall be made per industry standards such as AS9100 and should follow the format of a single line striking out the incorrect information. Adjacent to the strikeout place the correct information, a date indicating the date of the change and an initial or stamp indicating the person making the change.

E. CORRECTIVE ACTION REQUEST

When a quality problem exists with any Seller item, Buyer may forward a "Corrective Action Request" to Seller, requiring timely response that shall include the following information: analysis of the cause of the problem; statement of the action taken to prevent recurrence; and the effectivity of the action. When corrective action is required for U.S. Government source inspected items, Seller shall coordinate such action with the U.S. Government Quality representative assigned to administer Seller Facility.

F. U.S. GOVERNMENT SOURCE INSPECTION

For procurements made under U.S. Government contracts, the US Government has the right to inspect any and all of the work included in the procurement document, at Seller facilities or at subtier supplier facilities. Seller Quality Control or inspection system and manufacturing processes are subject to review, verification and analysis by authorized U.S. Government representatives.

G. MEASURING AND TEST EQUIPMENT

Seller shall be responsible for validating the accuracy and stability of tools, gages and test equipment used to demonstrate that any item conforms to the requirements specified by the procurement document.

Documented schedules shall be maintained to provide for periodic calibration to adequate standards. Objective evidence of calibrations shall be recorded and made available for Buyer review.

H. NONCONFORMING MATERIAL

Any decision to accept any nonconformance (variance from Buyer drawings and specifications), detected at Seller facilities, must be submitted using the Supplier Information Request Form. Shipment of any non-conforming item shall be accompanied by Buyer-approved Supplier Information Request Form.

Seller shall provide for identification, control and segregation of non-conforming material detected at Seller facilities.

I. RETENTION OF QUALITY RECORDS

The Seller shall maintain and make available to the Buyer (or Buyer's representative) for review all Quality Records associated with inspection, test and reviews associated with the Seller's Quality Management System (QMS).

Seller shall have a procedure for the retention, identification, storage and retrieval of Quality Records for a minimum period of 7 years from the date of the last shipment of purchase order or as required per contract or regulatory requirements.

Quality Records shall include, but are not limited to:

- Evidence of inspection to applicable drawings or specifications
- First Article Inspection Report

- Test reports
- Periodic inspection and control of inspection media
- Records to indicate control of Special Tooling and Special Test Equipment
- Test data records of all qualifications and acceptance tests performed
- Certification of personnel required by specification and/or contract
- Raw material and process specifications
- Material Review Reports
- The Seller shall also impose these requirements upon their sub-tier suppliers.

J. SAMPLE INSPECTION

Seller may use sample inspection plans, when tests are destructive, or when the records or inherent characteristics of the product indicate that a reduction in inspection/testing can be achieved without jeopardizing product quality. Sample inspection shall be in accordance with the applicable Buyer specification. When not specified by Buyer, other sampling plans (e.g. from ANSI/ASQCZ1.4, or ANSI/ASOCZ1.9) may be used. The Buyer prior to their implementation shall approve other sample inspection plans. All sample inspection plans shall provide valid confidence in specified Quality levels.

K. SELLER'S BASIC CERTIFICATE OF CONFORMANCE

ACCEPTANCE OF THIS PURCHASE ORDER INDICATES COMPLIANCE TO THE REQUIREMENTS OF A THROUGH P AND COMPLIANCE TO THE FOLLOWING ELEMENTS:

1. The items furnished per the Buyer procurement document have been manufactured, tested and inspected in accordance with the requirements of the applicable specifications/drawings and the results of such tests and inspections meet the requirements thereof.
2. That Buyer-required inspections and tests have been performed utilizing calibrated equipment.
3. All material used in items furnished meet the applicable specification/drawing requirements specified by the procurement document.
4. Any specification requirements identified in support of this purchase order shall be done to the revision at the time of PO placement unless otherwise negotiated.
5. IF A REQUEST FOR CHANGE/INFORMATION WAS SUBMITTED USING THE SUPPLIER INFORMATION REQUEST FORM AND DISPOSITIONED, ADD A COPY OF THE APPROVAL TO THE PACKING SLIP AND PROVIDE A COPY OF THE APPROVAL DOCUMENT WITH THE SHIPMENT.

L. DESC QML BASIC CERTIFICATE OF CONFORMANCE (MIL-PRF- 38535 AND MIL-PRF-38534)

Manufacturers or Sellers, including Distributors, who offer QML microcircuits described by MIL-PRF-38535, "Performance Specification - Integrated Circuits (Microcircuits) Manufacturing, General Specification For" & MIL-PRF-38534, "Performance Specification – Hybrid Microcircuits, General Specification For," shall provide written certification to Buyer as required by MIL-PRF-38535, paragraph 3.2.1 & MIL-PRF-38534, paragraph 3.8.1.

M. COUNTERFEIT PART PREVENTION

If the Seller is a Distributor, this section, M, does not apply and the Seller/Distributor shall meet the requirements of Q NOTE when specified on the procurement document.

As part of a counterfeit part prevention practice, Seller shall ensure that all material/components included in hardware being delivered per this procurement document have been procured directly from an Original Equipment Manufacturer (OEM) or a first-tier OEM authorized Distributor. For items procured from an OEM or a first-tier OEM authorized Distributor, the Seller shall provide the OEM name, authorized Distributor name (as applicable), part number, lot number, serial number, and/or date code of items shipped. If the Seller cannot procure the part directly from the OEM or a first-tier OEM authorized distributor, Buyer approval is required. Seller shall maintain a method of traceability that ensures tracking of the supply chain

back to the OEM manufacturer and shall supply records of this traceability to Buyer upon request.

N. SUBTIER SUPPLIER CONTROL

Seller shall control subtier supplier procurements to the extent necessary to ensure Quality Requirements specified in the procurement document are satisfied. Quality Requirements shall include, but are not limited to, the following:

- All items procured from its sub tiers conform to all requirements of the Northrop Grumman purchase order
 - All applicable provisions of this purchase order are flowed to its sub tiers including copies of the latest revision process specifications
 - Specify on their purchase order for special processes “Northrop Grumman Aerospace Systems” as your customer and include the applicable Program Identifier (PID), i.e., AMPXX, AEHFX, etc., or Program name such as, AMP, Advance EHF. The PID or Program name can be found on your Northrop Grumman Purchase Order.
 - Sub-tier supplier Quality Systems shall be compliant to either ISO9001:20xx, AS9100, AS9120 or AS9003
 - Subtier supplier pre-award survey/evaluations
 - Periodic auditing of subtier supplier
 - Implementing a subtier supplier rating system
 - Ensuring adequate review of procurement documentation prior to procurements
- controlling procurement of critical items for Seller product
- Inspection of procured items to documented procedures
 - Control of non-conforming material, including corrective action

O. DISCLOSURES / NOTIFICATIONS

The supplier’s system shall provide for timely reporting of nonconformities that may affect already delivered product, including any continuing airworthiness actions. Notification to the Buyer/Subcontract Administrator (SCA) shall be submitted on company letterhead and include a clear description of the discrepancy, and identification of all suspect parts (to include Northrop Grumman part numbers, Purchase Order Numbers and Item Numbers, serial numbers, manufacturing dates, quantities, etc.) and material affected by the deficiency, date(s) delivered, any information relating to the Root Cause / Corrective Action steps initiated to address the defective condition, and preventive measures taken to preclude recurrence of the process failure. Modifications of a disclosure (additions or deletions of data) requiring subsequent issuances shall be revision controlled to provide definitive sequencing (i.e., Rev 'A', 'B' etc.). To expedite the return of "suspect" or known nonconforming hardware to supplier for investigation, and necessary repair or replacement, suppliers shall provide Return Material Authority (RMA) Number(s) along with the disclosure.

Suppliers shall ensure that their Quality Management System has the capability to report nonconformance(s) on Critical Safety Items (CSI) in full compliance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.246-7003 as required.

For suppliers with Design Authority, a technical assessment and recommended disposition shall be provided.

This disclosure process shall also be extended to an issuance of a DCMA issued Corrective Action Request (CAR) to the supplier for Northrop Grumman material. Notification to the Buyer/SCA shall be submitted on company letterhead and include identification of the material above in addition to any manufacturing, processing, testing, Quality System or other deficiencies cited. Copies of the initial CAR and subsequent responses necessary to close the CAR shall be sent to the Buyer/SCA with the Notification letters.

The supplier’s system shall also provide for timely reporting of nonconformities of Northrop Grumman furnished or consigned material. Notifications shall be made to your assigned Quality Field Engineer who will document the discrepancy on a Quality Field Inspection Report (QFIR)

against the responsible supplier affecting their scorecard.

P. GIDEP ALERTS

The supplier is recommended to be a member of GIDEP, if eligible, and take appropriate corrective and preventive actions on all suspect or defective material or suspect counterfeit or counterfeit parts reported by GIDEP alerts. Access to GIDEPs can be viewed at www.gidep.org/gidep.htm.

The supplier must ensure that all occurrences where it has:

1. Acquired suspect or defective material or suspect counterfeit or counterfeit parts are reported to GIDEP and/or the NGC Buyer.
2. Provided suspect or defective material or suspect counterfeit or counterfeit parts are immediately reported to the Buyer.