

WSU TERMS AND CONDITIONS OF PURCHASES SUPPLIER AS9100 QUALITY REQUIREMENTS

The parties have entered into an agreement, order, or arrangement (the "Underlying Agreement") under which Supplier ("Supplier") is providing Wichita State University ("WSU") goods, materials, or services (the "Services") in support of an aerospace or other project governed by AS9100 quality standards. Acceptance of the terms of the Underlying Agreement binds the Supplier to the quality requirements listed in this document. These quality requirements correspond with the requirements of AS9100, but additional requirements may be added at the request of WSU's customers.

1. **Services to Be Provided.** The Services, including any processes, products, and technical data) to be provided by Supplier will be set forth in the Underlying Agreement. Any equipment, goods, products, blueprints, mylars, tooling, or other materials furnished to Supplier by WSU as part of the Services must be returned upon completion of the Services, unless otherwise set forth in the Underlying Agreement.
2. **Packing and Shipping.** If the Underlying Agreement requires the packing and shipping of any items, Supplier shall prepare and pack all items in a manner that prevents damage and deterioration during shipping. All shipments shall be in accordance with the specifications contained in the Underlying Agreement. Supplier is required to notify WSU or any anticipated or actual delay.
3. **Approval.** The approval process, if applicable, for Services (including the approval of products and services; methods, processes, and equipment; and the release of products and services) will be set forth in the Underlying Agreement.
4. **Qualified Personnel.** Supplier must use personnel that are competent to provide the Services; are employees of Supplier, unless approved consistent with Section 10; and that meets all personnel requirements set forth in the Underlying Agreement, if any, including any requirement that Supplier's personnel shall be qualified to a specific process.
5. **Control, Monitoring, and Verification of Performance.** Supplier shall be required to respond in a timely manner to corrective action requests. Suppliers are expected to maintain a low risk status (defined by the purchasing agent). Supplier's risk status is evaluated on the basis of on-time-delivery and the quality of Services provided. If additional monitoring or controls, including verification or validation activities to be performed by WSU or WSU's customers at the Supplier's premises, are required, they will be set forth in the Underlying Agreement.
6. **Design and Development Control.** Any applicable designed and development controls will be set forth in the Underlying Agreement.
7. **Special Requirements.**
 - 7.1. The provisions found in Contractual Provisions Attachment (Form DA-146a – as modified by WSU), which can be accessed at: <https://www.wichita.edu/administration/generalcounsel/DA-146a.php>, are hereby incorporated into the Underlying Agreement.
 - 7.2. If any additional special requirements, critical items, or key characteristics are applicable, each will be set forth in the Underlying Agreement. This includes any additional flow-downs or terms and conditions applicable to federally funded projects or any export control restrictions.
 - 7.3. Supplier shall be required to provide evidence of compliance with any special requirements identified in this Section, upon request.
8. **Test and Inspection of Services.**
 - 8.1. If the Underlying Agreement indicates that the Services are calibration services:
 - 8.1.1. Supplier shall maintain inspection and test equipment to assure calibration traceable to National Institute of Standards and Technology (NIST) or to another known national or international standard.
 - 8.1.2. Calibration records must be maintained and made accessible to WSU upon request.
 - 8.1.3. Certificates of Calibration must be provided with each calibration.
 - 8.2. When test reports are identified as part of the Services in the Underlying Agreement, Supplier is responsible for providing such reports to WSU.
 - 8.3. Supplier shall develop and maintain a Foreign Object Debris/Damage (FOD) Prevision Program to prevent introduction of foreign objects into any good, material, or product delivered or provided to WSU.
 - 8.4. Supplier shall implement production process verification activities to ensure the production process is able to produce products that meet requirements.
 - 8.4.1. If the Underlying Agreement indicates that a first article inspection is required, such inspection must be recorded on: (i) the current revision of form AS9102; or (ii) upon written consent from WSU, another format compliance with AS9102.
 - 8.5. Measuring equipment used to provide evidence of conformance shall be calibrated or verified against measurement standards traceable to national or international standard measurement standards; when no such standards exist, the basis used shall be retained as documented information.
 - 8.6. Any additional test, inspection, and verification processes, including any requirement to provide a certificate of conformance or certificate of acceptance or any requirement to use statistical techniques for acceptance, if applicable, will be set forth in the Underlying Agreement.
 - 8.7. If a certificate of conformance or certificate of acceptance is required, all applicable manufacturing and process specifications must be listed on the certificate in proper sequence.

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9. **Quality Management System.** Suppliers will provide and maintain an inspection system which will assure that all Services conform to the requirements of the Underlying Agreement, whether provided by the Supplier or an approved sub-tier supplier. If specifically requested in the Underlying Agreement, Supplier must maintain a quality management system certified to AS9100 and/or approved in advance by WSU.
10. **Use of Sub-Tier Suppliers or Subcontractors.** Any WSU Supplier may subcontract performance of its obligations to a sub-tier supplier provided that: (i) WSU is provided with the same rights and protections as contained herein and in the Underlying Agreement, including but not limited to Right of Entry into the sub-tier supplier's facilities; (ii) Supplier must obtain written consent from WSU in advance; and (iii) Supplier must flow down all applicable requirements set forth herein or in the Underlying Agreement to such sub-tier supplier.
11. **Nonconforming Services.** Supplier shall implement processes to prevent any nonconforming good, material, or product from being shipped or otherwise delivered to WSU. If Supplier determines that such nonconforming good, material, or product has been shipped or delivered to WSU, Supplier must notify WSU immediately and make arrangements for approval to submit any nonconforming good, material, or product. Supplier must obtain advanced written consent from WSU prior to disposing of any good, material, or product provided by WSU.
12. **Counterfeit Parts.** Supplier is responsible for only providing goods, materials, or products described in the Underlying Agreement and for not sending WSU any counterfeit parts. When traceability is required, the goods, materials, or products must be purchased from the Original Equipment Manufacturer (OEM) or a franchised distributor of the OEM. Any occurrences of counterfeit parts or material will be reported to WSU and, as appropriate, to government reporting organizations, industry supported reporting programs, and criminal investigative authorities.
13. **Changes to Services.** Supplier shall notify WSU in advance and obtain WSU's written approval of any changes in the Services, changes of approved sub-tier suppliers providing the Services, or changes of manufacturing facility locations where Services will be provided.
14. **Record Retention.** Supplier shall maintain records of all Services performed ("Records"). Records shall include any documentation related to testing and inspection set forth in Section 7, any test specimens, any documentation evidencing performance of the Services or compliance with the Underlying Agreement, and any documentation pertaining to the processes used to provide the Services. Supplier shall maintain such Records for a minimum of fifteen (15) years or as otherwise set forth in the Underlying Agreement. Following the minimum retention period, Supplier must dispose of the Records pursuant to any requirements set forth in the Underlying Agreement.

Absent any such requirements in the Underlying Agreement, Supplier may archive or destroy the Records at Supplier's discretion.

15. **Right of Entry.** WSU, its representatives, customers, and regulatory agencies reserve the right to perform an on-site inspection of Supplier's facilities, and any level of the supply chain, for purposes of inspecting and/or validating Supplier's facilities, procedures, production methods, processes, quality system, materials, personnel, or compliance with the Underlying Agreement. Prior to such inspection or visit, WSU will give reasonable notification to the Supplier. Supplier shall furnish, at no cost to WSU, any necessary data or information to demonstrate compliance with any requirements set forth herein or in the Underlying Agreement.
16. **Awareness.** Supplier hereby acknowledges and will ensure that its employees are aware of Supplier's: (i) contribution to product or service conformity; (ii) contribution to product safety; and (iii) the importance of ethical behavior.