

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE KINGDOM OF SWEDEN  
RELATING TO THE PRINCIPLES GOVERNING MUTUAL COOPERATION  
IN THE DEFENSE PROCUREMENT AREA

PREAMBLE

The Government of the United States of America and the Government of the Kingdom of Sweden, hereinafter referred to as the Governments:

- o Bearing in mind the traditional policy of neutrality on the part of Sweden and the membership of the United States in the North Atlantic Treaty Organization and
- o Having regard to the friendly relations existing between them and in order to:
  - Assure a long-term and equitable balance in reciprocal purchasing of commodities and services for defense purpose items; and
  - Make the most cost-effective and rational use of the funds allocated to defense; and
  - Remove barriers to reciprocal defense trade to the extent mutually beneficial to include government-imposed offset requirements; and
  - Promote the exchange of defense technology to the extent consistent with their respective national policies.
- o Have entered into this Memorandum of Understanding (MOU).

This MOU sets out the guiding principles governing mutual cooperation in defense procurement.

## ARTICLE I

### Principles Governing Cooperation

1. Both Governments intend to achieve and maintain a long-term, equitable balance in their exchanges of defense equipment, in terms of the value of contracts and technological levels, to the maximum practicable extent consistent with their national policies.
2. The two Governments will, consistent with the laws, regulations, and practices having the force of law of each Government, give favorable consideration to all requests for cooperation in defense equipment research and development, production, procurement, and logistical support.
3. Both Governments will provide appropriate policy guidance and administrative procedures with their respective defense procurement organizations to facilitate achievement of the aims of this MOU.
4. Barriers to procurement or coproduction at the prime and subcontract levels of an item of defense equipment that has been produced in the other country shall be removed, insofar as laws and regulations permit. When a firm of the other party submits a bid or offer which could be the low responsive and responsible offer but for the application of any buy-national requirements, both parties agree to process waiver requests of any buy-national requirement or restrictive procurement regulations insofar as national laws and regulations permit.
5. Customs duties shall be waived to the extent authorized by law.
6. Competitive contracting procedures as required by law or regulation shall be used in acquiring defense equipment.
7. Favorable consideration will be given to all qualified industrial and Government sources in each other's country consistent with the national procurement policy and criteria. It is therefore understood that items offered shall satisfy requirements for performance, quality, delivery, and cost. Both Governments will use their best efforts to facilitate the qualification for eligibility.
8. Each Government will provide information regarding requirements and proposed purchases in a timely fashion to ensure adequate time for industries of the other country to qualify for eligibility and submit a bid or proposal.
9. Each Government will ensure that the technical data packages (TDPs) made available under this MOU are not used for any purpose

other than for the purpose of bidding on and performing a prospective defense contract without the prior agreement with those owning or controlling proprietary rights, or to any privileged, protected, or classified data and information they contain. In no event shall the TDPs be transferred to any third country or any other transferee without the prior written consent of the originating Government.

10. Arrangements and procedures will be established concerning follow-on logistic support for items of defense equipment covered by this MOU. Both Governments will make their defense logistic systems and resources available for this purpose as required and mutually agreed.

## ARTICLE II

### Implementing Procedures

1. Representatives of the two Governments will be appointed to determine in detail the procedures for implementing this MOU. Terms of reference will be proposed for a Swedish-American Committee for Reciprocal Procurement, including rules governing its work. The implementing procedures under this MOU shall be an integral part thereof.

2. The Under Secretary of Defense for Acquisition, in coordination with the appropriate Department of Defense officials, will be the responsible authority in the United States Government for the development of implementing procedures under this MOU.

3. The Assistant Under Secretary of Defense for Procurement in the Ministry of Defense will be the responsible authority of the Government of Sweden for any matter relating to the procedures for implementing this MOU.

## ARTICLE III

### Industry Participation

1. Each Government will be responsible for calling to the attention of the relevant industries within its country the basic understanding of this MOU, together with appropriate implementing guidance. Both Governments will take all necessary steps so that the industries comply with the regulations pertaining to security and to safeguarding classified information.

2. Implementation of this MOU will involve full industrial participation. Accordingly, the Governments will arrange to inform their respective procurement and requirements offices

concerning the principles and objectives of this MOU. However, primary responsibility for finding business opportunities in areas of research and development and production shall rest with the industrial participants of each country.

ARTICLE IV

Security

Any classified information furnished by either Government in connection with the implementation of this MOU shall be protected by the receiving Government in compliance with the U.S.-Sweden General Security of Military Information Agreement of 23 December 1981, and the Security Procedures for Industrial Operations between the Supreme Commander of the Swedish Armed Forces and the Department of Defense of the United States (Security Protocol), effective 16 February 1982.

ARTICLE V

Duration

1. This agreement will remain in effect for 10 years following its signing, unless otherwise agreed by both Governments. It will be automatically extended for further 10-year periods, unless 6 months' advance notice of termination is given by either Government concerned.

2. If, however, either Government considers it necessary for compelling national reasons to discontinue its participation under this MOU before the end of the 10-year period, written notification of its intention will be given to the other Government 6 months in advance of the effective date of discontinuance. Such notification of intent would be a matter of immediate consultation with the other Government to enable the Governments to evaluate fully the consequences of such termination and, in the spirit of cooperation, to take such actions as necessary to alleviate problems that may result from the termination. In this connection, although the MOU may be terminated by the parties, any contract entered into consistent with the terms of this agreement shall continue in effect, unless the contract is terminated in accordance with its own terms.

ARTICLE VI

Administration

1. Each Government will designate points of contact at the Ministry of Defense level and in each purchasing service or agency.

2. Government representatives will meet as agreed or at the request of either Government to review progress in implementing the MOU. They will discuss development, production, and procurement needs of each country and the likely areas of cooperation, and will consider any other matters relevant to the MOU.

## ARTICLE VII

### Annexes

Annexes negotiated by the responsible offices and approved by the appropriate Government authorities will be incorporated in this MOU and made an integral part thereof.

## ARTICLE VIII

### Implementation

1. The arrangements contained in this MOU represent the understanding reached between the Government of the United States of America and the Government of the Kingdom of Sweden upon the matters referred to herein. Each Government must mutually agree to any amendment of this MOU.

2. This agreement, in two original texts in the Swedish and English languages, both texts being equally authentic, will come into effect on the date of the last signature.

For the Government of the  
Kingdom of Sweden  
The Minister of Defense

For the United States Government  
The Secretary of Defense

(Signed Roine Carlsson)

(Signed Casper W. Weinberger)

Date 16 June 1987

Date 11 June 1987

ANNEX I  
to the  
MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE KINGDOM OF SWEDEN  
RELATING TO THE PRINCIPLES GOVERNING MUTUAL COOPERATION  
IN THE DEFENSE PROCUREMENT AREA

I. INTRODUCTION

On 16 June 1987, the above-captioned agreement became effective between the Government of Sweden and the Government of the United States. The purpose of this Annex is to set forth the implementing principles and procedures for carrying out the MOU and to establish a Swedish-American Committee for Reciprocal Procurement.

II. PRINCIPLES

1. Both Governments agree that in general the principles of this MOU will apply to defense purchases of both countries on the broadest possible basis, consistent with law and regulation.

2. It will be the responsibility of the industry of each country to obtain information concerning the other country's requirements and prospective purchases and to respond to solicitations in accordance with the purchasing country's prescribed procurement procedures and regulations.

3. Consistent with the needs of security, each Government will disclose their requirements to the other and the means by which their procurements are publicized.

4. Some items and services will be excluded from consideration under this MOU in order to protect the defense mobilization base; because of legally imposed restrictions; or for other reasons to be discussed by the parties from time to time. The Governments will exercise their best efforts to advise the other promptly as to items to be restricted.

5. Both countries will, on a reciprocal basis, and to the extent authorized by law and regulation ensure that

activities responsible for requirements, research and development, and procurement are familiarized with the principles and objectives of this MOU.

### III PROCEDURES

1. The Governments shall publish in a publicly available publication a summary of the notice of proposed purchase containing at least the following:

- a. subject matter of the contract;
- b. time-limits set for the submission of offers or an application for solicitation; and
- c. addresses from which solicitation documents and related data may be requested.

2. The Governments shall provide on request copies of solicitations for proposed purchases. A solicitation shall constitute an invitation to participate in the competition, and shall contain the following information.

- a. the nature and quantity of the products to be supplied,
- b. whether the procedure is by sealed bids or negotiation;
- c. any delivery date;
- d. the address and final date for submitting offers as well as the language of languages in which they must be submitted;
- e. the address of the agency awarding the contract and providing any information required from suppliers;
- f. any economic and technical requirements, financial guarantees and information required from suppliers;
- g. the amount and terms of payment of any sum payable for solicitation documentation.

3. Any conditions for participation in procurements shall be published in adequate time to enable interested suppliers to initiate and, to the extent that it is compatible with efficient operation of the procurement process, complete the bidding process. Normally, 45 days will be allowed for response, except in cases of urgency.

4. The Governments shall, upon request by any supplier, promptly provide pertinent information concerning the reason why that supplier's application to qualify for the suppliers' list was rejected, or why that supplier was not invited or admitted to tender.

5. The Governments shall establish a contact point to provide additional information to any unsuccessful offeror dissatisfied with the explanation for rejection of his offer or who may have further questions about the award of the contract. There shall also be procedures for the hearing and reviewing of complaints arising in connection with any phase of the procurement process, so as to ensure that, to the greatest extent possible, disputes under this Agreement will be equitably and expeditiously resolved between the suppliers and the entities concerned.

6. Upon request by an unsuccessful offeror, the purchasing Government shall promptly provide pertinent information concerning the reasons why the offeror was not selected, including information on the characteristics and the relative advantage of the offer selected, as well as the name of the winning offeror.

7. The Governments shall collect and provide to each other on an annual basis statistics on their purchases and sales. The annual reporting period will be from 1 October to 30 September.

#### IV. APPLICABILITY

1. This agreement shall be considered to apply to:

- a. Direct defense purchases by the Governments, including their respective agencies, from one another.
- b. Direct purchases by either Government from the industry of the other country.
- c. Purchases resulting from common funded defense programs to which the United States and Sweden are contributors.

2. Types of procurements to be covered will consist of at least the following:

- a. Research and development
- b. Production
- c. "Off-the-Shelf" procurement

- d. License agreements and technical assistance
- e. Installation (other than construction)
- f. Repair, overhaul and modification
- g. Services

V. SWEDISH - AMERICAN COMMITTEE FOR RECIPROCAL PROCUREMENT

A. There shall be a Swedish-American Committee for Reciprocal Procurement to oversee implementation and administration of this MOU. The Committee will consider development, production, procurement, and logistics needs of each country and the likely areas of cooperation and will recommend appropriate measures to facilitate cooperation.

B. The Committee will meet as necessary, to implement the agreement. It is intended that the meetings will alternate between Washington and Stockholm.

C. Each country will designate points of contact at the Ministry of Defense level and in each purchasing service and agency for the transaction of routine business. The points of contact shall be:

1. For the Swedish Ministry of Defense.
2. For the US Department of Defense, the Deputy Under Secretary of Defense (International Programs and Technology).

VI. CONTRACT ADMINISTRATION AND CONTRACT AUDIT

Contract administration, including quality assurance, and cost and price audit of contracts will be accomplished in accordance with further annexes to the MOU.

ANNEX II TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE KINGDOM OF SWEDEN  
REGARDING GOVERNMENT QUALITY ASSURANCE SERVICES

I. PREAMBLE

This annex sets forth the terms, conditions and procedures under which the participating governments shall provide one another with quality assurance services in support of defense contracts and subcontracts contemplated or executed under the Memorandum of Understanding (MOU). The procedures herein, including attachment 1 and AQAP-10 ("NATO Guide For a Government Quality Assurance Programme", dated September 1987), shall apply to the extent consistent with the laws of both governments.

If special quality assurance arrangements are made for international cooperative projects in which the United States and Sweden participate, those special arrangements shall have precedence over this annex. Purchases by Sweden under the Foreign Military Sales (FMS) Program will be handled under U.S. FMS procedures in existence at the time of acceptance of the FMS agreement. Normally, the U.S. will provide the same quality assurance services to procurements for Sweden under the FMS program as it performs for its own procurements. Unless otherwise agreed, Sweden will provide equivalent services for Swedish procurements on behalf of the U.S.

The objective of this annex is to insure that each participating government is able to employ the most effective and efficient quality assurance support possible when acting under this MOU. Nothing is to be construed as impairing a purchasing government's access to its contractors and their records as may be contractually authorized.

II. GENERAL

A flexible arrangement is envisioned under which a purchasing government may, on a case-by-case basis, request full quality assurance support as described in AQAP-10 or, alternatively, request specified services as it considers appropriate to the circumstances. The purchasing government may elect to perform other necessary services through its own on-site

representative and will inform the host government in such cases, in order to avoid duplication of the work performed by the host government. The purchasing government may modify a request for support during contract performance after consultation with the host government.

The participating governments shall accept all reasonable requests for quality assurance services and shall increase its resources, to the degree necessary, to perform the services requested. If for any reason one government cannot accept requests for quality assurance services, the other government shall be notified immediately in writing. Quality assurance services shall be carried out according to the procedures in this annex and AQAP-10 or the equivalent procedures each government uses for its own contracts, providing these latter procedures are not less than those required in this annex and AQAP-10.

Requested quality assurance services shall be performed in accordance with the above procedures to the degree requested and accepted without regard to the size of the contractor's facilities, the size of the contract, or whether or not the performing government has resident personnel stationed at these facilities.

Contracts shall contain suitable provisions for the host government to act for and on behalf of the purchasing government and shall authorize access to the contractor's facilities, as necessary, for the performance of quality assurance services. Contracts shall include the applicable contractual quality requirements imposed on the contractor.

Where representatives of both participating governments deal with a contractor at the same location in support of the same or separate contracts, they shall fully cooperate according to terms mutually agreed upon.

The participating governments have designated a single office, identified in the next article, to receive requests for quality assurance services. This office shall arrange for the required services to be performed by the appropriate national organization. In addition, each participating government may elect to designate an office in or near the other participating country to act as a focal point through which requests for quality assurance will be forwarded. The host government will keep the purchasing government's focal point apprised of current quality assurance practices and resources to help insure that requests for services are reasonable and prudent. The focal point shall advise the host government concerning contract requirements and clarify requests for services as necessary.

### III. PROCEDURES

Requests for government quality assurance in Sweden shall be directed to:

FMV KVALITET  
S-11588 Stockholm  
Sweden

Requests for government quality assurance in the United States shall be directed to:

Department of Defense Central Control Point  
DCASR New York  
201 Varick Street  
New York, New York 10014-4811 U.S.A.

The format for requests for quality assurance shall be as described in enclosure 1 to attachment 1. In addition, the desired services, if less than comprehensive support is needed, will be stated in enclosure 1 to attachment 1.

Requests shall reference this annex to the MOU, and shall be processed according to the procedures in attachment 1. Acceptance or rejection shall be made within 45 calendar days of receipt by the performing government. The procedures in attachment 1 shall be followed in all respects including in regard to notifying the purchasing office of unsatisfactory conditions, processing deviations and waivers, and issuing certificates of conformity.

Communications between the purchasing office and the assigned quality assurance office should be accomplished through the focal point. If no focal point has been assigned, direct communication is authorized and encouraged in resolving contract problems. The purchasing government shall retain final authority over contract interpretations and enforcement actions, and shall advise the host nation quality assurance office in a timely fashion on such matters as needed.

### IV. RESPONSIBILITY AND LIABILITY

Nothing in this annex shall relieve the contractor of any responsibilities under the contract. No liability will attach to the Government, its officers or agents, acting under this annex on behalf of the other Government.

V. PROTECTION OF INFORMATION

Any classified information or material exchanged under the terms of this annex will be protected in accordance with the U.S.-Swedish General Security of Military Information Agreement of December 23, 1981 and the Industrial Security Protocol of February 16, 1982.

Each Government will take all lawful steps available to it to keep information exchanged in confidence under this annex free from disclosure under any legislative provision, unless the other Government consents to such disclosure.

To assist in providing such protection, each Government will mark such information furnished to the other with a legend indicating the country of origin, the security classification, the condition of release, and, if classified, the fact that the information relates to this annex and that it is furnished in confidence.

Unclassified information furnished by either Government to the other in confidence, and information produced by either Government pursuant to this annex requiring confidentiality will be safeguarded in a manner that ensures its proper protection from unauthorized disclosure.

In the event of termination or expiration of this annex, this provision will continue to apply.

VI. CHARGES

Services will be provided under this annex on a reimbursable basis. Charges by the United States will be in accordance with the US Arms Export Control Act. Charges by Sweden will be in accordance with the Swedish reimbursable procedures in effect at the time quality assurance services are performed. The U.S. will be obligated to reimburse Sweden only for those charges as separately agreed in writing and in advance.

VII. DURATION

This annex will remain in effect for a period as set forth in Article V of the MOU, and may be terminated under the conditions as set forth in that Article and Article VIII below.

VIII. REVIEW OF ANNEX

This annex will be reviewed every two years to determine if implementation has been as intended and to modify the annex as

necessary. These reviews will be accomplished by the reviewing country in the other country to the degree determined necessary by the reviewing country (An important factor in these reviews will be the degree to which requests for quality assurance services are accepted and satisfactorily accomplished by the performing country). Termination may occur as a result of these reviews, by either nation, if it is determined that the terms of this annex have not or can not be implemented.

IX. IMPLEMENTATION

In order to facilitate implementation of this annex, an implementation plan will be prepared. The implementation plan details the procedures for transferring the responsibility for existing and future contracts.

X. EFFECTIVE DATE

This annex will come into effect on the date of the last signature.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

Celia McMillan

DATE August 20, 1990

FOR THE GOVERNMENT OF THE  
KINGDOM OF SWEDEN

Knut Blief

DATE September 17, 1990

ATTACHMENT I  
TO  
ANNEX II

MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE

1. PURPOSE

The purpose of this attachment is to set forth the procedures, terms and conditions under which mutual government quality assurance of defense articles and services is to be performed by the national authority of one country on request by the other country.

2. AGREEMENT

a. Participating governments agree that the appropriate national authority in a manufacturing country will provide in its country, upon request by the appropriate national authority in a purchasing country, Government Quality Assurance on orders in all areas of defense articles and services subject to the conditions and definitions contained herein.

b. Participating governments agree that nothing contained in this attachment shall be construed as limitation to bilateral agreements between the countries which further and extend the reciprocal utilization of the services of the national authorities beyond the minimum specified herein.

3. APPLICATION

It is agreed that requests for Government Quality Assurance under this annex will be restricted to those cases where quality cannot be satisfactorily verified after receipt or when Government Quality Assurance at source is considered essential.

4. DEFINITIONS

a. Government Quality Assurance (GQA): the process by which the appropriate national authorities establish confidence that the contractual requirements related to quality are met.

b. Supplier: the manufacturer to whom an order is placed.

c. Purchaser: the Government or company that is a contractor or subcontractor of the Government that places an order with the supplier.

d. Order: the contract placed by the purchaser with a supplier.

e. Manufacturing Country: the country in which the work on the contract/order is being accomplished.

f. Purchasing Country: the country from which the contract/order is placed.

g. Delegator: the Government representative of the purchasing country who initiates the request for Government Quality Assurance.

h. Delegatee: the Government representative of the manufacturing country who is responsible for performing the requested Government Quality Assurance.

## 5. PROCEDURES FOR REQUESTING GOVERNMENT QUALITY ASSURANCE

a. A Request for Government Quality Assurance (RQA) shall be forwarded in sufficient time on the form shown in Enclosure 1, or any equivalent format containing the same minimum information, by the appropriate national authority in the purchasing country (hereinafter called the Delegator), to the appropriate national authority in the manufacturing country (hereinafter called the Delegatee). Four copies of a completed RQA form are to be forwarded to the Delegatee. One of these copies, either accepting or refusing the request, will be returned by the Delegatee to the Delegator.

b. Such a request shall contain all pertinent information including, but not limited to, the name and address which technical communication should be forwarded, and special requirements with regard to certificates, etc. If the Delegator desires that technical communication regarding the work be addressed to other than the Delegator, the address to which such communications should be addressed shall be so noted in the RQA.

c. Further, the Delegator shall ensure that the Delegatee is supplied with the required number of copies of the orders, applicable specifications, drawings, specific quality requirement and other documents essential to the performance of the requested Government Quality Assurance with translations approved by the contracting parties, if necessary. Normally, four copies of the applicable order, changes or amendments thereto, and related technical data will be required by the delegatee.

d. If, in lieu of providing separate technical data for use by the Delegatee, data in the possession of the supplier is to be used for quality assurance purposes, then the Delegator is

responsible to ensure that a clause appears in the order that stipulates the Delegatee's rights to the access and use of such data.

6. ACCEPTANCE OF A REQUEST FOR GOVERNMENT QUALITY ASSURANCE

a. Upon receipt of an RQA the Delegatee shall complete the document either accepting the RQA, with or without comments and qualifications, or rejecting the RQA with comments which specify the reasons for rejection. The completed RQA will then be forwarded to the Delegator.

b. The Delegator shall notify the supplier, through the Delegatee, as to who will perform the GQA.

c. If the materiel or services covered by the request require specific GQA activities beyond the capabilities of the Delegatee, special arrangements for these activities will be made.

7. CONTRACTUAL PROVISIONS

a. The order shall contain an appropriate requirement on the supplier which will enable the Delegatee, as the authorized representative of the Delegator, to have all necessary access and the right to perform the required GQA in accordance with his normal or such special procedures as may otherwise be agreed between the Delegator and Delegatee. The requirement shall specify that all requirements of the order are subject to Government Quality Assurance to the satisfaction of the Purchaser's Government Quality Assurance Authority or its authorized representative with whom the contractor must make arrangements for quality assurance services.

b. The order shall define the method to be used for any conversion between national units of measurement, e.g. imperial and metric, which may be required in the course of checking and measuring.

c. The order shall provide that the supplier, (including its subcontractors) is responsible for maintaining effective control of the quality of materiel and services in accordance with the requirements of the contract.

d. The order shall contain any restrictions or special conditions for subcontracting to third countries.

8. PROCEDURE FOR GOVERNMENT QUALITY ASSURANCE

Having accepted an RQA, the Delegatee shall implement a GQA program which will include as a minimum: planning for GQA; evaluation of the contractor's quality assurance procedures for

compliance with the contractual requirements; verification of the conformity of the materiel or services with contractual requirements; GQA arrangements for subcontracted work when necessary; provision for the correction of deficiencies; Delegatee/Delegator communication; and procedures for processing deviations, waivers and changes. AQAP-10 provides the minimum details for the implementation of such a GQA program. If required, the Delegator and Delegatee may mutually establish special requirements for the GQA.

9. NOTIFICATION OF UNSATISFACTORY CONDITIONS

If the Delegatee finds that, at any time during the course of the order, he cannot proceed with his function of GQA because of deficiencies in the supplier's system (e.g. required supplier testing cannot be performed because of lack of test facilities, test devices are not in a known state of calibration, qualification or other engineering approval is not obtained, etc.) or product (including parts, materiel or processes), and such deficiencies are of major importance or will be a cause of excessive delay, the Delegatee will immediately advise the Delegator of these facts using the form shown at Enclosure 3 or any equivalent format containing the same minimum information. The Delegatee shall distribute 1 copy of these Quality Assurance Advisory Reports to the Delegator. The Delegatee shall also distribute 1 copy to the address of the office receiving technical communications if specified in the RQA.

10. CERTIFICATION OF CONFORMITY

The Certification of Conformity (CoC), transmitted by the Delegatee to the Delegator for each batch, lot or shipment, shall be in the manner prescribed in Enclosure 2 or in any equivalent format containing the same minimum information. The Delegator is responsible to specify in the RQA the desired number of copies of the CoC and their distribution. If the distribution of the CoC is to include a copy that accompanies the shipment, the requirement should be stated in the contract or order as well as in the RQA.

11. DEVIATIONS AND WAIVERS

Except where otherwise directed by the Delegator, the Delegatee shall be empowered to grant requests, by the supplier, for deviations and waivers unless such deviations and waivers will affect safety, reliability, maintainability, interchangeability, storage life, performance, or cost. Deviations and waivers in these seven categories are subject to the decision of the delegator. The Delegator shall be notified of any request granted by the Delegatee. Those applications for deviations or waivers which are subject to the decisions of the Delegator shall be

forwarded by the supplier to the Delegator via the Delegatee using the form shown at Enclosure 4, or in any equivalent format containing the same minimum information, for decision.

12. DELEGATOR'S PARTICIPATION

The Delegator shall have the right to visit the supplier during the course of the performance of the contract or subcontract. Any such visits shall be arranged through the Delegatee who shall have the right to accompany.

13. COMMUNICATIONS

a. The Delegator shall ensure that the Delegatee is promptly furnished with any amendments, modifications or changes in the documents originally supplied in accordance with paragraph 5(c) above.

b. Any correspondence between the Delegator and the supplier pertaining to quality assurance shall be transmitted through the Delegatee.

c. The Delegatee and Delegator will consult together on any event of an unexpected character which is likely to affect the quality of materiel or services.

d. All communications should be dispatched by the most expeditious means practicable.

e. The Delegatee shall provide copies of any GQA reports or records, which are related to the RQA, upon the request of the Delegator.

14. LIABILITY

The fact that the Delegatee has signed a CoC will not relieve the contractor from the responsibility for furnishing supplies that meet all specifications of the contract. In the event that defects are discovered on or subsequent to delivery of materiel and/or services, no liability shall attach to the Delegatee. The Delegatee shall, however, assist the Delegator in the investigation of such defects. The Delegator will provide the Delegatee with a full description of the defects with supporting evidence and, if possible, a sample of the defective parts.

15. CHARGES

Since the Delegatee requires that the requesting country will pay for the services rendered, the Delegatee should include in the acceptance of the RQA details or information as to the amount of charges, methods of billing, and any other data considered pertinent to billing.

16. SPECIAL SERVICES

The Delegator may request the Delegatee's participation in contractual procedures such as applications for design changes or waivers, certification of progress payments, etc. The desired involvement and the Delegatee's role should be clearly specified in the RQA. The Delegatee may decline to provide such services if he considers them to be outside his normal quality assurance activities.

ENCLOSURE 1

REQUEST FOR QUALITY ASSURANCE

Delegator's Reference

Government Quality Assurance  
is hereby requested.

- |  |   |
|--|---|
| 1. Issuing Authority: (Delegator)  | 2. Forward to: (Delegatee)  |
| 3. Government Contract Number:   | 4. Purchaser:   |
| 5. Order Number:   | 6. Supplier: (Name and location<br>manufacturing)   |
| 7. Description and Quantity:   |   |
| 8. Special Quality Assurance Requirements:<br>(If necessary, attach additional sheets)   |   |
| 9. Attached hereto are<br>copies of the above contract.  | 10. Special remarks and/or<br>instructions.<br>(If necessary, attach<br>additional sheets.) |
| 11. Technical data and quality<br>assurance requirements:<br>a. are attached hereto _____<br>b. will be furnished by the<br>supplier _____ | 12. Signature (Delegator)<br>13. Date<br>14. Name and title/position<br>(Delegator)         |

DECISION

15. \_\_\_\_\_ The requested Government Quality Assurance will be performed by the activity designated below and all communication on technical subjects should be addressed to that activity.
16. \_\_\_\_\_ The requested Government Quality Assurance cannot be accepted due to reasons stated below.

17. Designated activity or reasons for reservations or nonacceptance. Notice of transfer of request to another national authority.

18. Signature  
(Delegatee)

19. Date

20. Name and title/position  
(Delegatee)

The Delegatee is requested to complete blocks 15-20 and return one copy to the Delegator.



ENCLOSURE 3

QUALITY ASSURANCE ADVISORY REPORT  
STATEMENT OF UNSATISFACTORY CONDITIONS

1. To:(Delegator)
2. Contract issued by:
3. Contract number:
4. Supplier:
5. Request for Government Quality Assurance
  - a. Delegator's reference number:
  - b. Date:
6. Pertinent contractual provision(s):(identify by article number if possible)
7. Statement of unsatisfactory condition(s) pertaining to quality:
8. Issued by:(Delegatee)
9. Date:
10. Signature, Name and Title:

ENCLOSURE 4

APPLICATION TO THE QUALITY ASSURANCE AUTHORITY

FOR DEVIATION/WAIVER

Contractor's Reference Number: \_\_\_\_\_  
Subcontractor's Reference Number: \_\_\_\_\_

Notes: 1. The granting of this deviation/waiver is strictly limited to this specific application and is not to be regarded as a precedent. IT IS NOT AN AMENDMENT TO THE CONTRACT AND IS WITHOUT PREJUDICE TO ANY OF THE DEPARTMENT'S RIGHTS THEREUNDER.

2. If the application is prepared by a subcontractor, it must be signed and submitted by the contractor, unless otherwise agreed.

3. If any variation in cost due to the deviation/waiver is to be charged or credited to the Government, full allowance is to be made for the disposal of any scrap or redundant materiel.

PART 1

- |   |  |
|---|--|
| 1. Contractor:<br>(Name and Address)  | 2. Subcontractor:<br>(Name and Address)  |
| 3. Contract Number:   | 4. Subcontract Number:   |
| 5. Description of Materiel or Component(s):   |  |
| 6. Specification/Drawing<br>Number etc:   | 7.a. Quantity/Period:<br>7.b. Batch/Lot<br>Number:   |
| 8. Description of Deviation/Waiver including proposals for recovery: (Continue overleaf if necessary)   |  |
| 9. Reference numbers of Deviations/Waivers previously granted:<br><br>a. of a similar nature:<br><br>b. for the quantity/period of Block 7 above: | 10. Reason for Deviation/Waiver:<br>To reduce production costs _____<br>Error in manufacturing data _____<br>Material specified not available _____<br>Manufacturer's error _____<br>To accommodate local manufacturing methods _____<br>Other _____                                     |
| 11. Effect on Cost:<br>Increased _____<br><br>Decreased _____<br><br>Unchanged _____  | 12. If the Deviation/Waiver is granted, are any of the following adversely affected? State "YES" "NO" or "N.K." (Not Known). If any answer is "YES," particulars are attached.<br><br>Safety _____ Interchange _____<br>Strength _____ Maintenance _____<br>Life _____ Functioning _____ |

ENCLOSURE 4 CONTINUED

13. Effect on agreed delivery date if Deviation/Waiver granted:

Effect on agreed delivery date if Deviation/Waiver not granted:

14. Design approval where the contractor is the design authority.  
AGREED - Conditions attached.

Signature: \_\_\_\_\_ (Design Department) Date: \_\_\_\_\_

15. Submitted by:

Signature \_\_\_\_\_ On behalf of \_\_\_\_\_  
Date \_\_\_\_\_ Position held \_\_\_\_\_

16. Description of Deviation/Waiver: (Continued)

PART 2

TO BE COMPLETED BY THE GOVERNMENT QUALITY ASSURANCE AUTHORITY.

1. QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND OPINION ON THE MERIT OF THE APPLICATION FOR WAIVER/DEVIATION:  
(Include confirmation or amplification of the statements made in Part 1, Block 12.)

Signature, Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

2. REFERENCE TO DESIGN AUTHORITY:

Unless all the answers to the questions in Part 1, Block 12 are in the negative, and are confirmed to be so in Part 2, Block 1, above, design approval must be obtained and the Design Authority is to be quoted below:

3. DECISION:

Signature, Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_