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Revisions:

Rev	Originator / Date	Revised / Date	Approval / Date:	Description:
1	RPS / 8/21/13		REH 8/28/13	Originated

COUNTERFEIT MATERIAL AVOIDANCE PROCESS REQUIREMENTS

Definitions

Unless defined in a document with a higher order of precedence than this Quality Note the following definitions shall apply herein:

a. "Counterfeit Item" is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") or Original Component Manufacturer ("OCM") item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or OCM or that is not constructed in accordance with OEM or OCM design, but is represented as such; (iii) an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; (iv) an item that has not successfully passed all OEM or OCM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM or OCM item is a genuine OEM or OCM item when it is not.

b. "Authorized Distributor" is defined as a distributor with which the OM has a contractual agreement to stock, repackage, sell and distribute its product lines. Authorized Distributors normally offer the product for sale with full manufacturer flow-through warranty.

Seller's Risk Mitigation Seller shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers using SAE AS5553 as a guide.

The Seller shall participate in the Government Industry Data Exchange Program (GIDEP) monitoring and acting on GIDEP reports which affect product delivered to the Buyer. When suspect or confirmed counterfeit item(s) associated with this purchase order are discovered the Seller shall issue a GIDEP report and shall ensure suspect counterfeit items are not delivered to Caton Connector.

Seller shall immediately notify Caton Connector with the pertinent facts if Seller becomes aware or suspects that items delivered in accordance with the Caton Connector purchase order are or contain suspect or confirmed counterfeit items. When requested by Caton Connector, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

This document is an integral part of the contract (purchase order), which calls it out. The revision in effect at the time the purchase order was placed applies.





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Seller shall provide evidence of the Sellers risk mitigation process to the Caton Connector Buyer upon request.

Seller shall purchase material directly from OEMs or OCMs or from Authorized Distributors of OEMs or OCMs and shall obtain approval from the Caton Connector Buyer if items required to satisfy this order cannot be procured from these sources.

Seller shall present complete and compelling support for any request to procure from sources other than OEMs or OCMs or their Authorized Distributors and include in the request all actions completed to ensure the parts thus procured are not Counterfeit Items. The Sellers supporting documentation shall also include:

- Results of authentication test and analysis conducted. (using AS5553 as a guide)

- Traceability with identification of all supply chain intermediaries wherever such traceability exists.

- Identification of and traceability to the source for any remarked or resurfaced material.

Seller is not authorized to deliver any item procured from sources other than OEMs or OCMs, or their Authorized Distributors without prior written authorization from the Caton Connector Buyer.

- The seller shall segregate and provide traceability identifiers (i.e. Date Code / Lot Code., Serial number) for all items delivered to Raytheon which contain an item procured from sources other than OEM"s or OCM"s or their Authorized Distributors.

Seller shall flow down to, and ensure compliance with the requirements of this Q-Note by, lower tier suppliers providing items for delivery to Caton Connector under this order.

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