
COUNTERFEIT MATERIAL AND MALWARE AVOIDANCE REQUIREMENTS FOR ELECTRONIC ASSEMBLIES

REVISION HISTORY

- Revision 9 is the initial revision.
- The applicable revision of this document is determined by:
 - The revision specified on the purchase order, or
 - The revision in effect at the time of the purchase order if no revision is listed on the purchase order.

REQUIREMENTS

1. The Seller shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers using SAE AS5553, AS6174, and AS6171 as guidelines.
 - 1.1. Seller shall flow down the requirements of this Quality Note to, and ensure compliance by, Seller's sub-tier suppliers providing items for delivery to the Buyer under this order.
 - 1.2. Seller shall provide evidence of the Seller's risk mitigation process to the Buyer upon request.
 - 1.3. Seller shall obtain authentication testing from an authentication test and inspection laboratory that has been third party certified to perform AS6171 testing to the applicable slash sheet(s) when buying from a non-franchised distributor (NFD). Seller shall contact Buyer prior to buying from an NFD.
2. The Seller and Seller's sub-tier suppliers that are allowed access to the US Government Industry Data Exchange Program (GIDEP) shall participate in monitoring GIDEP reports and the Seller shall act on GIDEP reports that affect product delivered to the Buyer.
 - 2.1. The Seller shall issue a GIDEP report when suspect or confirmed counterfeit item(s) associated with the Purchase Order are discovered and ensure suspect counterfeit items are not delivered to the Buyer.
3. The Seller shall immediately notify the Buyer with the pertinent facts if the Seller becomes aware or suspects that items delivered in accordance with the Buyer's Purchase Order are or contain suspect, or confirmed, counterfeit items.
4. The Seller shall purchase items directly from the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM) (collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor (collectively, an Authorized Distributor).
 - 4.1. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such documentation.

5. Seller shall contact the Buyer if items required to satisfy this Purchase Order cannot be procured from the OM or an OM's Authorized Distributors.

NOTE: Section 6 of this Quality Note is not applicable for hardware that does not contain software, firmware, or microprocessor capability. For deliverable assemblies containing non-Commercial-of-the-Shelf (COTS) / non-Free and Open-Source Software (FOSS) software or COTS / FOSS software incorporated into custom software, communicate to the Buyer for software assurance requirements.

6. Seller shall maintain the following internal processes to control and prevent malware, defined as viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware:
 - 6.1. Seller shall maintain a malware management process for the underlying manufacturing information systems used in building the electronic assembly. This process shall consist of continuously monitoring the manufacturing information systems to ensure absence of malware, using up-to-date commercially available anti-virus software. The Seller shall maintain evidence of the continuous monitoring (include name/version of the anti-virus software, and scanning machine name/serial number).
 - 6.2. For deliverable assemblies that contain only COTS software or FOSS including commercially available operating systems (e.g., Windows, Linux, Mac, and VxWorks), the Seller shall implement a process of scanning these assemblies to ensure:
 - 6.2.1. They are free of malware, using up-to-date commercially available anti-virus software
 - 6.2.2. The Seller shall maintain evidence of the scan occurrences (include date of scan, assembly part number, name/version of the anti-virus software, and scanning machine name/serial number).
 - 6.3. Seller shall immediately notify the Buyer with the pertinent facts if the Seller becomes aware or suspects that assemblies delivered in accordance with the Buyer's Purchase Order contain any malware.
 - 6.4. Seller shall provide evidence of the above monitoring processes to Buyer upon request.

DATA SUBMISSION SUMMARY

- Seller to deliver the following data to the Buyer for information as required by this document:
 - Evidence of the Seller's risk mitigation process, if requested.

- Evidence of the Seller's malware management and malware scanning process, if requested.
- Evidence of product traceability from the OEM / OCM, if requested.
- Notification to the Buyer with the pertinent facts if the Seller becomes aware or suspects that items delivered in accordance with the Buyer's Purchase Order are or contain suspect, or confirmed, counterfeit items.
- Notification to the Buyer with the pertinent facts if the Seller becomes aware or suspects that assemblies delivered in accordance with the Buyer's Purchase Order contain any malware.
- Approved Certificate of Test Completion (COTC) with shipment.

NOTES

- "Counterfeit Item" is defined to include, but is not limited to:
 - An item that is an illegal or an unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") or Original Component Manufacturer ("OCM") item.
 - 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.
 - An item or component that is used, refurbished, or reclaimed but the Seller represents it as being a new item.
 - An item that has not successfully passed all OEM or OCM required testing, verification, screening, and quality control but the Seller represents as having met or passed such requirements.
 - 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.
- "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 material for sale with a full manufacturer flow-through warranty.