


REV	RELEASED DATE	CHANGE ORDER #*	DESCRIPTION
A	10/19/2022	B17493	Initial Release

*(Refer to PLM for Author and Approval Traceability)

RELEASED DOCUMENT
DATE: 10/19/2022

FORM

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	<p>PROCEDURE TITLE</p> <p style="text-align: center;">QA, Standards Requirement & Numbered Clauses</p>	
	<p>PROCEDURE NO.</p> <p style="text-align: center;">FORM-0309</p>	<p>REVISION</p> <p style="text-align: center;">A</p>

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EMCORE CORPORATION

STANDARD REQUIREMENTS AND NUMBERED CLAUSES

STANDARD REQUIREMENTS

A. GENERAL REQUIREMENTS (ALL SUPPLIERS) - In connection with the performance of work under this order, the Seller agrees as follows:

All articles furnished conform to applicable specifications, drawings, and purchase order instructions.

Material when supplied by emcore was used and/or that certified physical and chemical test reports covering all other material used are available in the Seller's files. Copies of these reports will be supplied to emcore on request.

Where processes require government and/or contractor certified operators or equipment to be used, applicable certificates to this effect will be retained on file and furnished to emcore on request. Processes coming within the scope of this requirement include but are not limited to Magnetic Particle, Fluorescent Penetrant Inspection, and Fusion Welding. Other processes such as spot, seam, butt and flash welding, heat treating, stress relief operations, anodizing, plating chemical finishing, organic finishing, and impregnation of castings were performed only by sources qualified by emcore.

Unless otherwise specified, the revision or release of specifications invoked will be those in effect on the date of the Purchase Order's release. Required specifications must be in the Seller's possession before proceeding with this order.

B. COUNTERFEIT PARTS MITIGATION / AVOIDANCE - Only new and authentic materials are to be used in products delivered to emcore. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. All parts supplied to emcore must be from the OCM, OEM, or their authorized/franchised distributor. All parts bought through distribution shall be accompanied by certifications or other objective evidence of traceability to the OCM/OEM. These certifications shall accompany the parts when supplied to emcore. For assemblies and subassemblies, supplier shall provide certifications that the requirements of this paragraph have been met, and that OCM/OEM certifications are on file at their facility. These records are subject to verification by emcore, upon request.

Definitions


Counterfeit Electronic Part— *Counterfeit electronic part* means an unlawful or unauthorized reproduction, substitution or alteration that has been knowingly mismarked, misidentified or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code or performance characteristics.

Suspect Counterfeit Electronic Part or Material – A part or material in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the supplier or manufacturer and may meet the definition of a counterfeit part.

OCM – Original Component Manufacturer - An entity that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part.

Note:

1. The part and/or its packaging are typically identified with the OCM's trademark.
2. OCMs may contract out manufacturing and/or distribution of their product.
3. Different OCMs may supply product for the same application or to a common specification

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OEM – Original Equipment Manufacturer -A company that manufactures products that it has designed from purchased components and sells those products under the company’s brand name.

Authorized Distributor – - Transactions conducted by an OCM-Authorized Distributor distributing product within the terms of an OCM contractual agreement. Contractual Agreement terms include, but are not limited to, distribution region, distribution products or lines, and warranty flow down from the OCM. Under this distribution, the distributor would be known as an Authorized Distributor. The term Franchised Distributor is considered synonymous with Authorized Distributor.

Independent Distributor (Broker) – A distributor that purchases parts with the intention to sell and redistribute them back into the market. Purchased parts may be obtained from Original Equipment Manufacturers (OEMs) or Contract Manufacturers (typically from excess inventories), or from other Distributors (Franchised, Authorized, or Independent). Resale of the purchased parts (redistribution) may be to OEMs, Contract Manufacturers or other Distributors. Independent Distributors do not normally have contractual agreements or obligations with the OCMs.


If a required part is obsolete or cannot be located through normal distribution channels, supplier shall notify the emcore Buyer as soon as the situation becomes apparent. The use of non-franchised parts brokers is not authorized, unless specifically approved by emcore. Supplier is to state and present the situation to emcore’s Buyer using Supplier Request for Variation (SRV) (See general requirement “Q”). The supplier will receive a reply via the SRV. Failure to comply with this requirement will result in material being rejected and the supplier possibly liable for consequential damages. The Supplier is required to flow down this requirement to all sub-tier suppliers and to ensure their compliance.

C. Emcore LEAD-FREE POLICY - The emcore lead-free policy pertains to items such as systems, subsystems, printed wiring boards (PWBs), electronic modules, circuit card assemblies (CCAs), hybrids, solders, solder plating (tin/lead), soldering tips and individual electrical, electronic, and electro-mechanical (EEE) components. Emcore products currently qualify for an exemption from the Lead-Free regulations. In addition, emcore customer requirements dictate the use of tin-lead solders and finishes and **prohibit pure tin and lead-free alloys**. Accordingly, we require parts with a tin-lead finish and will continue to require such parts for as long as they are required by our military and aerospace customers.

Emcore requires that any process changes, material content changes or any part substitution, **must** receive written authorization from our authorized buyer **prior** to the shipment of such parts. emcore will not accept any such parts with a pure tin, lead-free alloy, or lead-free finish. For any contract violations, we reserve the rights under law, including but not limited to, claims for consequential damages.

D. CERTIFICATE OF CONFORMANCE (C of C) - Supplier shall supply with each shipment to emcore a Certificate of Conformance (C of C) signed by an Authorized Company Official, including his/her Title, containing a statement to the effect that, "This is to certify that all articles covered by this packing slip conform in all respects to the requirements of the referenced order." The Certificate shall include, as a minimum, the emcore Purchase Order number, emcore Part Number and Revision level, Description or Nomenclature, Quantity, and Manufacturers identification (including S/N and lot traceability information, if applicable). NOTE: This requirement does not apply to non-production / MRO material, unless specifically called out by Purchase Order, drawing or specification.

E. ANNUAL REPRESENTATIONS & CERTIFICATIONS - The Supplier, by accepting this order, certifies that Annual Representations and Certifications (except Certificate of Current Cost or Pricing Data) have previously been submitted and that the submissions are accurate, current and complete as of the date of the offer applicable to this Purchase Order. If there have been any changes to the Annual Representations and Certifications, the supplier must submit these changes to the Buyer or Procurement Compliance Officer prior to performing on this order.

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F. ELECTRONIC COMPONENTS AND ASSEMBLIES are to be handled and packaged in accordance with ANSI/ESD S20.20 and ANSI/ESD S541 for Electrostatic Discharge Protection (ESD). Each item container shall be clearly identified as "ESD SENSITIVE" on the outer packaging, per MIL-STD-129.

G. CORRECTIVE ACTION - Supplier agrees to respond to all inquires or notices of non-conformance. Notices reflect quality concerns and responses must properly address the "Root Cause" and "Corrective Action" instituted at the Supplier's facility. All such responses must be signed by the cognizant supplier management representative and are subject to review, approval, and verification by emcore.

H. DEFENSE PRIORITY RATING - Should the face of this order designate it as a rated order certified for National Defense, you are required to follow the provisions of the DPAS regulation (15 CFR700).

I. PROOF of CITIZENSHIP - emcore reserves the right to require any Contractor's personnel, entering the emcore facility, to furnish proof of US Citizenship to the emcore Security Officer. All Contractor's personnel shall be excluded from restricted or closed areas, unless authorized by the emcore Security Officer. Such personnel are subject to escort by emcore personnel while in such areas.

J. CONFLICT of INTEREST - It is expressly prohibited for the Seller, in the performance of this purchase order, to hire or employ any personnel actively employed by the emcore or to seek advice from or consult with any such employees for remuneration, or to subcontract, assign work, or otherwise enter into a business or consulting relationship with an employee of emcore, in furtherance of performance under this order. The failure to adhere to this provision shall be considered material breach of this contract affording the purchaser all the rights and remedies that it may invoke in a breach of contract situation.

K. SUBCONTRACTING - No subcontracting of work is permitted without the prior knowledge and consent of the Buyer.


L. MATERIAL SAFETY DATA SHEETS - Supplier must comply with regulations regarding chemicals, toxic, and hazardous materials and submit material safety data sheets for all such materials delivered. All such Material Safety Data Sheets are to be mailed to: Health, Safety and Environmental Manager, emcore, 2015 Chestnut Street, Alhambra, CA 91803. Documentation for each delivery must clearly note, "Material Safety Data Sheets accompany this order."

M. SECURITY CLEARANCE - When required, the supplier must be able to provide proof of the security clearance to the emcore Security Officer for all their employees working inside the emcore facility.

N. STANDARD ACCOUNTS PAYABLE PAYMENT POLICIES - Net Invoices: All payment dates are established based on invoice date. Invoices are paid 30 days from the invoice date unless otherwise indicated on the purchase order. Checks are issued every two weeks.

O. INVOICES - Discounts will be paid on the issue of the next available check. Do not incorporate more than one purchase order per invoice. All invoices must be billed in the same way the Purchase Order was written. If there are any questions, call the emcore Buyer.

P. TRACEABILITY/DATA RETENTION - Supplier is to maintain complete traceability of the item(s) delivered under this order to the point of manufacture. Evidence of such traceability shall be retained for a minimum of seven (7) years after delivery and must be provided to emcore upon request. If the supplier ceases operations or is unable for any reason to maintain records for the required period, emcore Buyer shall be notified so that an alternative means of record retention can be arranged by emcore. Under no circumstances shall records be destroyed prior to their required retention period.

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Q. SUPPLIER WAIVER REQUESTS (SRV's) - The Supplier shall meet the requirements of the drawing, specification, etc., as defined on the purchase order. However, where mitigating circumstances exist, the Supplier may request permission to deliver non-conforming material. Such requests must be submitted by the Supplier to the emcore Buyer **PRIOR** to shipment of the material. Each request must include:

Purchase Order and Part Number / Quantity on order / Quantity on this request / Specific deviation from requirement / Reason for request (delivery/cost) / Root Cause and Corrective Actions Taken

In no event is Material Review Board (MRB) authority delegated to suppliers or sub-tier suppliers. Approval for the acceptance of non-conforming material is at the sole discretion of emcore.

R. RIGHT OF SURVEILLANCE GOVERNMENT/CUSTOMER - The government/customer has the right to inspect any or all the work included in this order at the Supplier's plant.

S. MARKING - Supplier shall mark part number and drawing revision level in accordance with drawing instructions. Exceptions or problems related to marking instructions shall be referred to the emcore Buyer for resolution.

T. LIFE LIMITED-SHELF-LIFE PRODUCTS - Products having characteristics susceptible to degradation with age shall be marked indicating the date of manufacture, Lot control number, expiration date and related information in accordance with applicable specification requirements. A certification reflecting this information shall accompany each shipment. A minimum of 75% of the original shelf life shall be remaining upon receipt at emcore

U. 'O' RING AND ELASTOMER CERTIFICATION REQUIREMENTS - Certifications with each shipment shall contain a copy of the test report covering the material batch from which the items shipped were fabricated and shall state (or facsimile) "Manufacturer has conducted and successfully met the conformance testing required in the specification. Data/records are on file". Acceptable statements will identify the following:


- Material lot number
- Production date/serial number
- Spec./drawing, rev, date
- Grade type or value to which product has been inspected
- Testing - go/no go, or variable
- Location and date of inspection

V. PRINTED WIRING BOARDS PER IPC-6011, IPC-6012, or IPC-6013 - Printed Wiring Boards (PWB) fabricated in accordance with the requirements of IPC-6011, IPC-6012, or IPC-6013, shall have etch back and test operations performed in accordance with the specification. The test coupon remainder, microsections used, and test data from group A inspections shall be forwarded with the shipment.

PWB serial numbers must be included in the shipping documentation. One serialized laminate coupon must be shipped with the boards from that laminate. If a laminate coupon fails the inspection criteria after thermal stress test, all boards from that laminate must be scrapped. No further processing to correct the failure cause is allowed. Inspection for internal annular ring cracks must occur prior to etching the mounted micro-section. The emcore Buyer shall be notified immediately should any group B failure occur which is relevant to parts previously delivered.

Boards shall be packaged individually in .004" MIN thickness plastic, silicone and sulfur free, heat-sealed bags. This shall be placed in a second outer bag with a desiccant and humidity strip. The outer bag shall also be heat sealed and silicone free. Thickness is optional. The humidity strip shall be visible from the outside of the package.

W. NOTIFICATION OF CHANGE - Supplier agrees that the work produced internally and/or the work procured from

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sub-tier suppliers under this contract shall comply with the following requirements unless a documented Supplier Request for Variation (SRV) is submitted and approved by emcore’s Procurement Representative (see General Requirement “Q” for SRV explanation).


1. Work shall not be moved from the original location of manufacture to another location of manufacture within a production facility or to any other production facility.
2. Where First Article Inspection is required, work shall not be moved from the original location where the product was produced at the time of First Article Inspection Acceptance.
3. No changes shall be made to the design, manufacturing processes, materials or activities that affect form, fit or function.
4. A fit, form or function analysis shall be performed, documented and included with any request for change.
5. A documented process shall be in place to review, identify and submit a request for changes to emcore’s Procurement Representative.

A documented request for change shall be submitted to emcore’s Procurement Representative 30 days prior to planned implementation of an internal process change and 90 days prior to a planned facility / process move. The change will not be implemented unless approved by emcore’s Procurement Representative.

X. PACKAGING REQUIREMENTS – Preservation, packaging and packing of all deliverable goods shall be in accordance with the latest revision of ASTM D3951, “Standard Practice for Commercial Packaging,” unless otherwise specified in this order.

Y. PRODUCT SAFETY - The seller is required to ensure that employees are aware of their contribution to product or service conformity and product safety.

Z. FOREIGN OBJECT DEBRIS (FOD) – The seller shall have in place a FOD prevention plan appropriate to their type of product or process that they are supplying. The FOD prevention plan will prevent FOD from entering units, assemblies or parts or ensure that it is removed once detected.

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SPECIFIC REQUIREMENTS (IMPOSED BY CLAUSE NUMBERS)

Applicable Clauses are referenced on the face of the purchase order.

SYSTEM REQUIREMENTS

- QAP-12S01 QUALITY PROGRAM - Supplier shall, in performance of this order, provide and maintain a Quality Program that meets the requirements of or is certified to the current revision of AS9100.
- QAP-12S02 QUALITY PROGRAM - Supplier shall, in performance of this order, provide and maintain a Quality Program that meets the requirements of or is certified to the current revision of ISO 9001.
- QAP-12S03 MINIMUM INSPECTION SYSTEM - Supplier shall, in performance of this order, provide and maintain an inspection system meeting the requirements of FAR 52.246-2. In addition, when measuring equipment is used for the purpose of inspection, the Supplier shall meet the system requirements of S04.
- QAP-12S04 CALIBRATION SYSTEM - Supplier must maintain, as a minimum, a calibration system complying with ANSI/ISO10012 or ANSI/NCSL-Z540-1. Suppliers that are performing calibration of inspection gages or test equipment must provide a certificate or test report stating the basis of their traceability to the International System of Units (SI) or National Institute of Standards and Technology (NIST).
- QAP-12S04A CALIBRATION SYSTEM - Supplier must maintain a calibration system complying with ANSI/ISO 17025. The Supplier must provide a certificate or test report in compliance with ANSI/ISO 17025, paragraph 5.10.2, stating the basis of their traceability to the International System of Units (SI) or National Institute of Standards and Technology (NIST).
- QAP-12S05 DISTRIBUTOR - Component or part may be purchased through distribution with the understanding that the supplier is an authorized agent for the manufacturer, and that all requirements have been met. It is the distribution agent's responsibility to assure the current status of the manufacturer with regard to inclusion on the current QPL (as required). The requirements of general requirement "B" must be addressed by the supplier's quality system / processes.
- QAP-12S05A DISTRIBUTOR, QUALITY SYSTEM
Distributor's Quality System is to be certified or in compliance with AS9120. Part marking, traceability, manufacturer's data and shelf-life controls are of critical concern.
- QAP-12S07 CUSTOMER SPECIFIC QUALITY SYSTEM
Customer specific Quality Program is attached. Supplier must be fully compliant with all applicable requirements within the attached specification/standard.
- QAP-12S08 CERTIFIED TEST LABORATORY
Test Laboratory shall be certified to perform the particular laboratory work required by the purchase order.
(e.g.: AL2A, etc)

All supplier quality systems are subject to audit and acceptance by the purchaser, purchaser's customer, and governmental or regulatory agencies, to the extent required to assure the Supplier's continued conformance to requirements.

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SUPPLEMENTAL MATERIAL CERTIFICATIONS

QAP-12C01 MATERIAL CERTIFICATION (Short Form) - Each shipment shall be accompanied by a certification referencing the actual material used and its specification per drawing requirements. In addition, each shipment of Bolts/Fasteners shall be accompanied by a certification from the approved manufacturer and shall also state that the items supplied were manufactured and tested in accordance with applicable specifications. Special Processes shall be controlled in accordance with Clause C04 or C04A contained herein. Material Certification for items inspected at Source shall be reviewed at Source and shall be retained on file by the Supplier and made available to emcore upon request, unless otherwise noted on the purchase order.

QAP-12C01A DFARS SPECIALTY METALS REQUIREMENT - DFARS clause 252.225-7009 "Restriction on Acquisition of Certain Articles Containing Specialty Metals" applies to this procurement. All effected items supplied against this order must be sourced in compliance with this clause, and a Certification shall accompany the shipment(s).


QAP-12C01B RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS - DFARS clause 252.225-7016 "Restriction on Acquisition of Ball and Roller Bearings" applies to this procurement. All effected items supplied against this order must be sourced in compliance with this clause, and a Certification shall accompany the shipment(s).

QAP-12C02 PHYSICAL / CHEMICAL ANALYSIS - Each shipment shall be accompanied by physical/chemical analysis test reports, identified by lot number(s), and traceable to the raw material used in the fabrication of the items supplied. In addition, Castings and Forgings shall be provided with lot number, serialization and related evidence of foundry control, including fabricated physical properties, as applicable. Special Processes shall be controlled in accordance with Clause C04 or C04A contained herein. Reports for items inspected at Source shall be reviewed at Source and shall be retained on file by the Supplier and made available to emcore upon request, unless otherwise noted on the purchase order.

QAP-12C03 CERTIFICATE OF CALIBRATION - Supplier shall provide with each unit a Certificate of Calibration in compliance traceable to the International System of Units (SI) or National Institute of Standards and Technology (NIST). Original Equipment Manufacturers (OEM) or other sources not Certified/Accredited shall provide a certificate, traceable to known standards, which includes, as a minimum: emcore Part Number, Instrument Type, Supplier Part Number, Serial Number, emcore or Supplier Acceptance/Calibration Procedure Number, Date of Calibration, and Date next Calibration is due.

QAP-12C04 SPECIAL PROCESSES - Special processes when invoked by emcore specifications, drawings and/or purchase orders, must be performed by sources pre-approved by emcore. Material processed by non-approved facilities is subject to rejection. A list of approved sources is available from the emcore Buyer but does not guarantee acceptance of product. The Supplier remains responsible to ensure all specification/purchase order requirements are met. A special process is a method controlled by a contractually required specification where a product undergoes a physical, chemical, or metallurgical transformation or inspection, or conformance to the specification cannot be readily verified by normal inspection methods and the product depends on the use of specific equipment operated in a specific manner, under controlled conditions, by trained personnel with instruction, procedures, and standards.

The Supplier shall assure that the personnel performing the special processes are trained/certified to the relevant specification. The Supplier is required to flow down this requirement to all sub-tier suppliers and retain

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objective evidence (charts, graphs and/or data sheets) attesting to the operations performed and forwarding copies of such with each shipment.

QAP-12C04A NEW OR CHANGE TO SPECIAL PROCESS

When this clause is placed on the purchase order, all special process procedures must be pre-approved for use by emcore prior to implementation. Any change to the procedure or process will also require emcore approval prior to applying the change to the process. The approval will be by formal letter. See Clause 'W'.

QAP-12C05 MANUFACTURER'S TEST DATA - Supplier is to include a copy of the Manufacturer's

Acceptance/Test Data with each delivery to emcore. Test data for items inspected at Source shall be reviewed at Source and shall be retained on file by the Supplier and made available to emcore upon request, unless otherwise noted on the purchase order.

QAP-12C06 LOT CONTROL - Using lot date code or lot control number is required.

QAP-12C07 SUPPLIER TEST DATA - With each delivery to emcore, supplier is to include a copy of Test Data

for any tests performed to accept, qualify, validate, or otherwise provide objective evidence of the required performance or suitability for use of the product being delivered to emcore. Test data for items inspected at Source shall be reviewed at Source and shall be retained on file by the Supplier and made available to emcore upon request, unless otherwise noted on the purchase order.

QAP-12C08 UNIT SERIALIZATION REQUIRED - All units including spares, test units etc. shall be assigned

serial numbers, controlled in such a manner that duplication will be prevented and related records (test, build, X-ray, inspection, etc.) will reference the specific serial number.

QAP-12C09 FAILURE ANALYSIS - A detailed failure analysis is required to be returned with the unit.

QAP-12C11 CERTIFICATE OF ORIGIN - A certificate of origin is required with each shipment.

QAP-12C14 CERTIFICATIONS AND TEST DATA - END ITEM DELIVERABLE - Orders invoking this


requirement are to have required certifications and/or test data delivered along with the material, regardless of the point of acceptance.

QAP-12C15 FIRST ARTICLE INSPECTION REQUIRED (Standard Requirement) - Suppliers providing

components or assemblies to an emcore part number must perform a First Article Inspection, consisting of dimensional/workmanship inspection, configuration verification, and testing of equipment. Supplier is to submit a detailed first article/inspection layout report documenting actual results vs each drawing/specification requirement, with the first delivery. Verification/update of 1st article inspection is required following implementation of engineering and manufacturing method changes or delivery inactivity of over one (1) year. Supplier shall perform First Article Inspection in accordance with emcore Procedure emcore-OP-W2001-67. The first article report for source inspected material shall be reviewed at or prior to source and approved by emcore designee or agent and retained on file and made available to emcore upon request, unless otherwise stated in the purchase order.

QAP-12C15A FIRST ARTICLE INSPECTION REQUIRED (AS9102 Requirement) - Supplier is required to

conduct a First Article Inspection (FAI) on parts/assemblies in accordance with Aerospace Standard AS9102, in addition to inspection requirements defined elsewhere in this order. The FAI shall be conducted by the seller and submitted for acceptance to emcore quality representative prior to shipment of material from the seller's facility. The emcore quality representative shall have the option of verifying the FAI results on-site at the seller's facility or by reviewing and approving the FAI reports submitted for acceptance. The FAI shall consist

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of a complete, independent, documented physical and functional inspection process to verify that prescribed production methods have produced an acceptable item as specified by the purchase order, engineering drawings and specifications, and/or other applicable design documents. Witnessing of the Acceptance Test Procedure (ATP) shall also become part of the FAI, where applicable.

FAI results shall be documented by recording variable data whenever possible. Attribute data shall be recorded only when variable data is not available. AS9102 or equivalent forms shall be used to document the inspections. In addition, supplier shall perform a verification of all processes defined in the engineering drawings/specifications and shall include this as part of the FAI report. The emcore quality representative shall stamp AS9102 Form 1, Part Number Accountability, or equivalent, as evidence of FAI acceptance. Original FAI reports and supporting documentation shall be included with delivery of the initial FAI report. A copy of the reports and supporting documentation shall be retained at the seller's facility, in accordance with records retention requirements defined elsewhere in the purchase order.

A new First Article Inspection (FAI) shall be required with any changes, as defined in AS9102, Paragraph 5.3, or any break in production of one (1) year or more. First Article Inspection is required for part/assembly numbers that contain this numbered clause on the purchase order. FAI is required for all subassemblies and detail parts that comprise the configuration of the item(s) included on the purchase order, with the following exceptions:

- Subassemblies and/or detail parts where the seller has design authority shall have FAI requirements as defined in the statement of requirements or purchase order.
- If the part listed on the P.O. is for a buyer or seller designed product that has standard catalog or commercial-off-the-shelf hardware included at the subassembly levels, FAI is NOT required for the standard catalog or commercial-off-the-shelf parts/assemblies.
- FAI requirements defined in this quality clause are not applicable for FAIs completed and approved under the previous (C15) clause requirements. All new or delta first article inspections are to be conducted in accordance with the requirements as defined in this quality clause.


QAP-12C16 AGE LIMITATIONS (ELECTRONIC COMPONENTS) - All electronic components delivered shall be less than two (2) years from the date of manufacture.

QAP-12C16A AGE LIMITATIONS (ELECTRONIC COMPONENTS) - All electronic components delivered shall be less than four (4) years from the date of manufacture.

QAP-12C17 LOT LIMITATIONS (ELECTRONIC COMPONENTS - STANDARD) - All electronic components shall be of the same lot date code (LDC). Single LDC applies to individual delivery increments and not necessarily to the term of the order.

QAP-12C17A LOT LIMITATIONS (ELECTRONIC COMPONENTS - TERM OF ORDER) – Electronic components identified with this clause shall be of the same lot date code (LDC) for the term of the Purchase Order. Any inability to comply with this requirement shall be communicated to emcore's buyer as soon as the situation becomes apparent, using Supplier Request for Variation (SRV), (See general requirement "Q"). Multiple lot date codes shall not be delivered to emcore without specific authorization, provided by the approved SRV. Failure to comply with this requirement will result in rejection and return of the parts upon receipt at emcore.

QAP-12C18A INDEPENDENT DISTRIBUTOR PURCHASE ORDER CLAUSE – ACTIVE COMPONENTS

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Independent Distributor's procedures shall meet the requirements of IDEA-STD-1010 and AS6081. Quality Management System shall be certified to AS9120 and/or AS9100.

Inspections and tests shall be conducted in accordance with IDEA-STD-1010 and AS6081. IDEA-STD-1010 and the inspection and tests defined below shall take precedence over AS6081 for conflicts in inspection methodology and defect criteria. Manufacturer specifications and parameters shall be used for part requirements as applicable. Recorded evidence of all testing performed shall be included with each shipment. When available, OEM/OCM and/or AD Certificates of Conformance (C of Cs) shall also accompany each shipment.

The following inspections and tests are required for active components as applicable based on device package type.

- 100% Visual Microscopy Inspection of all parts in the order is required to a magnification level capable of identifying nonconformities related to part size. This includes visual inspection requirements for packaging. Sampling for mechanical dimensions shall be as defined by Seller's internal procedures.
- X-Ray inspection (100% of the lot)
- XRF/RoHS (3 parts per lot date code)
- Solderability testing per IPC/EIA J-STD-002 (3 parts per lot date code)
- Scanning Electron Microscopy (1 part per lot date code)
- Solvent Testing for Remarking (3 parts per lot date code)
- Solvent Testing for Resurfacing w/acetone, (same 3 parts per lot date code)
- Scrape testing - only applicable to parts that cannot be heated solvent tested (same 3 parts per lot date code)
- Solvent Testing for Resurfacing (If pass acetone test) - Heated Solvent testing w/ Dynasolve 750, (same 3 parts per lot date code)
- De-lid and Die Verification (3 parts per lot date code)
- Flash and programmable memory devices shall be verified (100%) for clean memory, not pre-programmed


If suspect/counterfeit parts are furnished under this subcontract and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the subcontract requirements or Distributor's insurance policies. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI.

QAP-12C18B INDEPENDENT DISTRIBUTOR PURCHASE ORDER CLAUSE – PASSIVE COMPONENTS AND CONNECTORS –

Independent Distributor procedures shall meet the requirements of IDEA-STD-1010 and AS6081. Quality Management System shall be certified to AS9120 and/or AS9100.

Inspections and tests shall be conducted in accordance with IDEA-STD-1010 and AS6081. IDEA-STD-1010 and the inspection and tests defined below shall take precedence over AS6081 for conflicts in inspection methodology and defect criteria. Manufacturer specifications and parameters shall be used for part requirements as applicable. Recorded evidence of all testing performed shall be included with each shipment.

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When available, OEM/OCM and/or AD Certificates of Conformance (C of Cs) shall also accompany each shipment.

The following inspections and tests are required for passive components and connectors as applicable based on device package type:

- 100% Visual Microscopy Inspection of all parts in the order is required to a magnification level capable of identifying nonconformities related to part size. This includes visual inspection requirements for packaging. Sampling for mechanical dimensions shall be as defined by Seller's internal procedures.
- X-Ray inspection for non-glass diodes and tantalum capacitors (100% of the lot)
- XRF/RoHS (3 parts per lot date code)
- Solderability testing per IPC/EIA J-STD-002 (3 parts per lot date code)
- Scanning Electron Microscopy (1 part per lot date code)
- Solvent Testing for Remarking (3 parts per lot date code)
- Solvent Testing for Resurfacing w/acetone, (same 3 parts per lot date code)
- Scrape testing - only applicable to parts that cannot be heated solvent tested (same 3 parts per lot date code)
- Solvent Testing for Resurfacing (If pass acetone test) - Heated Solvent testing w/ Dynasolve 750, (same 3 parts per lot date code)

All electrical test reports shall contain a read/record data table showing the measured values of each device tested. Electrical test shall be performed after parts have passed the inspection and tests listed above.

Sample value measurements required per ANSI/ASQ Z1.4 at ambient temperature, 1% AQL level II. Component value tests are defined in the following chart:


COMPONENT	TEST
Resistors	DC resistance
I Capacitors	Capacitance
f Inductors	Inductance
s Transformers (open framed/wiring)	Winding-to-winding isolation, winding continuity, winding inductance, turns or voltage ratio
s Connectors	Continuity on a 1% AQL sample of pins/connections
p I Relays	Contact and coil resistance

f suspect/counterfeit parts are furnished under this subcontract and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the subcontract requirements or Distributor's insurance policies. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI.

QAP-12C18C PURCHASE ORDER CLAUSE FOR SUBCONTRACTORS AND CONTRACT MANUFACTURERS

Only new and authentic materials are to be used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs, or through the OCM/OEMs Franchised Distributor. Documentation must be available that

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authenticates traceability to the applicable OCM/OEM. Independent Distributors (Brokers) shall not be used without written consent from emcore’s Buyer.

Definitions:

Counterfeit Electronic Part – *Counterfeit electronic part* means an unlawful or unauthorized reproduction, substitution or alteration that has been knowingly mismarked, misidentified or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

Suspect Counterfeit Electronic Part or Material – A part or material in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the supplier or manufacturer and may meet the definition of a counterfeit part.

OCM – Original Component Manufacturer - An entity that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part.

Note:

- a. The part and/or its packaging are typically identified with the OCM’s trademark.
- b. OCMs may contract out manufacturing and/or distribution of their product.
- c. Different OCMs may supply product for the same application or to a common specification

OEM – Original Equipment Manufacturer -A company that manufactures products that it has designed from purchased components and sells those products under the company’s brand name.

Authorized Distributor – - Transactions conducted by an OCM-Authorized Distributor distributing product within the terms of an OCM contractual agreement. Contractual Agreement terms include, but are not limited to, distribution region, distribution products or lines, and warranty flow down from the OCM. Under this distribution, the distributor would be known as an Authorized Distributor. The term Franchised Distributor is considered synonymous with Authorized Distributor.


Independent Distributor (Broker) – A distributor that purchases parts with the intention to sell and redistribute them back into the market. Purchased parts may be obtained from Original Equipment Manufacturers (OEMs) or Contract Manufacturers (typically from excess inventories), or from other Distributors (Franchised, Authorized, or Independent). Resale of the purchased parts (redistribution) may be to OEMs, Contract Manufacturers or other Distributors. Independent Distributors do not normally have contractual agreements or obligations with the OCMs.

QAP-12C18D INDEPENDENT DISTRIBUTOR PURCHASE ORDER CLAUSE – COTS ASSEMBLIES (INCLUDING ELECTRO-MECHANICAL ITEMS, HARD DRIVES, NETWORK EQUIPMENT, AND PERIPHERAL CARDS)

Independent Distributor procedures shall meet the requirements of IDEA-STD-1010 and AS6081. Quality Management System shall be certified to AS9120 and/or AS9100.

Manufacturer specifications and parameters shall be used for part requirements as applicable. Recorded evidence of all testing performed shall be included with each shipment. When available, OEM/OCM and/or AD Certificates of Conformance (C of Cs) shall also accompany each shipment.

The following inspections and tests are required for general COTS assemblies, hard drives, network equipment and peripheral cards:

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General COTS Assemblies

- Packaging inspection (part number, evidence of tampering, etc.)
- Mechanical dimensions (3 parts minimum per lot)
- Visual Inspection (100%) for indications of prior usage/refurbishment/counterfeiting including damage to:
 - Components visible on circuit cards when applicable
 - Interface connector(s)/contact(s)
 - Crimped, cut, spliced, pinched, and/or broken wire(s) where applicable
- Manufacturer label bar code information verification

Hard Drives


- Packaging inspection (part number, evidence of tampering, etc.)
- Mechanical dimensions (3 parts minimum per lot)
- Visual Inspection (100%) for indications of prior usage/refurbishment/counterfeiting including damage to:
 - Components visible on circuit cards when applicable
 - Interface connector(s)/contact(s)
 - Casing
- Manufacturer label bar code information verification
- 100% Power on test
- 100% Read/write benchmark
- 100% Self-Monitoring, Analysis, and Reporting Technology (S.M.A.R.T.) data pull (when applicable)
- Verification of serial number
- Total power on hours
- Serial numbers recorded

Network Equipment

- Packaging inspection (part number, evidence of tampering, etc.)
- Mechanical dimensions (3 parts minimum per lot)
- Visual Inspection (100%) for indications of prior usage/refurbishment/counterfeiting including damage to:
 - Components visible on circuit cards when applicable
 - Interface connector(s)/contact(s)
 - Casing
- Manufacturer label bar code information verification
- 100% Power on test
- 100% Test RJ-45 ports (when applicable)
- Serial numbers recorded

Peripheral Cards

- Packaging inspection (part number, evidence of tampering, etc.)
- Mechanical dimensions (3 parts minimum per lot)
- Visual Inspection (100%) for indications of prior usage/refurbishment/counterfeiting including damage to:
 - Components visible on circuit cards when applicable
 - Interface connector(s)/contact(s)
- Manufacturer label bar code information verification

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If suspect/counterfeit parts are furnished under this subcontract and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the subcontract requirements or Distributor's insurance policies. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI.

QAP-12C18E TEST LAB PURCHASE ORDER CLAUSE – MECHANICAL PARTS AND MATERIALS

Manufacturer specifications and parameters shall be used as applicable for part and material requirements. Recorded evidence of all testing performed shall be included with each shipment.

The following inspections and tests are required for mechanical parts and materials by an accredited third party testing facility:


- Packaging inspection (part number, evidence of tampering, etc.)
- Part/Packaging marking inspection for evidence of remarking or alterations (part number, mfg. name, trademark or logo, lot or date code, grade, etc.) - sample of 3 pieces per lot for part markings.
- Mechanical parts external visual inspection (100%) for damage, wear, contamination, or use.
- Mechanical parts dimensional inspection – selected critical dimensions shall be verified per manufacturer specifications on a sample of 3 pieces per lot.
- Plating Verification (e.g., XRF) - sample of 3 pieces per lot.
- Base material verification (certification of composition/chemical analysis, heat treatment, hardness testing, tensile strength, torque testing, magnetic particle, etc. as applicable per material specification) - sample of 1 piece per lot.
- Mechanical Item Test Verification (if required by the item specification) - sample of 1 piece per lot.

Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI.

WORKMANSHIP REQUIREMENTS

QAP-12W02 CONFIGURED ITEM - NOTIFICATION OF CHANGE REQUIRED - The Supplier shall obtain approval from emcore for any proposed change in design, fabrication method or process. Appropriate identification of those articles on which the change is incorporated shall be required. Documentation of the 'AS-BUILT' configuration must be provided with each delivered unit.

QAP-12W03 MANNED SPACE FLIGHT MATERIAL - Material on this order is destined for use in manned space flight applications. Materials, manufacturing and workmanship of the highest quality standards are essential to astronaut safety. If you can supply the desired items with a quality which is higher than that specified, you should notify the purchaser immediately.

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INSPECTION

QAP-12Q01 DESIGNATED LAB - emcore inspection to be performed at a test lab designated by the Buyer. emcore part number to be marked on device if part is specified to be an emcore call out.

QAP-12Q03 GOVERNMENT SOURCE INSPECTION (GSI) - The supplies on this order are subject to Government Source Inspection at the point of manufacture prior to shipment from your facility. Upon receipt of this order, promptly notify the government representative normally servicing your plant in order that the appropriate planning for government inspection can be accomplished. An extra copy of this order, which is being forwarded to you, must be furnished to the nearest army, navy, or air force office in your locality. When material is ready for inspection, or when practicable, 10 days in advance thereof, notify the government inspector or office. In event the inspector or office cannot be located, our purchasing representative should be notified immediately.

QAP-12Q04 NASA INSPECTION REQUIRED - "All work on this order is subject to inspections and test by the government at any time and place. The government quality representative who has been delegated NASA quality assurance functions on this procurement shall be notified immediately upon receipt of this order. The government representative shall also be notified forty-eight (48) hours prior to the time articles or materials are ready for inspection or test."

QAP-12Q05 Emcore SOURCE INSPECTION REQUIRED - The supplies on this order are subject to source inspection by emcore. When material is ready for inspection or, when practicable, 5 days in advance thereof, notify the Buyer who handles your account. Source Inspection may accomplish any or all the following items: Supplier survey or audit - In-process / end item inspection - Witness / monitor acceptance testing.


Emcore reserves the right to assign personnel to the Seller's facility to assure compliance with the requirements of this purchase order. emcore may conduct or require the Seller to conduct specific inspections and tests to verify product conformance. Source surveillance by emcore or government personnel shall in no way relieve the supplier of the responsibility to furnish equipment which meets all the requirements of the purchase order and shall not infringe on emcore's right to recourse should non-conformance be determined later.

QAP-12Q08 SOLDERABILITY - Components shall have external leads, pins and terminals tested to conform to the solderability tests specified in IPC J-STD-002. Parts not meeting this requirement may be retested for solderability and if meeting above requirement are acceptable. The inspection or reinspection date code shall be identified on each inner stick, box or plastic envelope and on the certificate of conformance.

QAP-12Q11 VALUE ADDED SUPPLIER - In connection with the performance of work under this order, the Seller agrees to furnish conforming articles to drawings, specifications and purchase order instructions as specified in the Statement of Work. The Seller shall ensure flowdown of all applicable requirements to its suppliers and subcontractors as required.

RESTRICTIONS (TAX/SAFETY/SECURITY)

QAP-12P01 SAFETY PRECAUTIONS - Supplier agrees to implement and enforce whatever safety standards and practices necessary to ensure full safety protection to all emcore employees as well as employees working for your company. Supplier is required to comply with the emcore eye protection safety program, which requires the wearing safety glasses in designated areas. Such precautions will be at the Supplier's own expense. Examples of standards include, but are not limited to, caution signs; posts; cones and barricades.

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Violation of this requirement will be justification for the termination of the contract with cause and recovery from your company for completion costs as well as any subsequent damages and compensatory costs.

QAP-12P02 WORKERS COMPENSATION - "A Certificate of Insurance evidencing Worker's Compensation Insurance, in the minimum amount required by Law and Public Liability Insurance in the minimum amount of \$1,000,000 must be submitted prior to the commencement of any work."

QAP-12P03 DRUG FREE WORKPLACE – emcore is a drug free workplace. Contractor is required to provide personnel to the emcore site who meet this requirement.

QAP-12P04 NJ SALES TAX LIABILITY (Real Property Improvement) - Material and labor charged do not have to be stated and billed separately. Contractor is responsible to pay the NJ Sales Tax on the material portion of the job, and the tax should be included in the total material bid price. Labor portion is exempt from the NJ Sales Tax.

QAP-12P05 NJ SALES TAX LIABILITY (Repair and Maintenance) - Material and labor charges must be stated and billed separately. Contractor is responsible to pay the NJ Sales Tax on the material portion of the job, and the tax should be included in the total material bid price. Labor portion is also subject to the NJ Sales tax, but the contractor should not charge tax on labor, since we will accrue and pay the tax directly to the State of New Jersey.


QAP-12P06 LIMITED AUTHORIZATION (REPAIR EVALUATION) - Units are being forwarded on Consignment Transfer (281-1) on consignment for evaluation and repair. Those units found to be supplier responsibility shall be repaired and returned at no charge to emcore. If determined to be responsibility of emcore, a summary of parts to be replaced and necessary labor to be performed shall be submitted to the Buyer along with a cost breakdown of charges. Do not modify or upgrade without prior approval of Buyer. Vendor shall not proceed with repair until charges have been approved and authorization to proceed with repair has been granted by the Buyer. In addition to specific repairs noted, replace any missing and/or defective parts so that the unit will conform to print for new unit in all respects, except cosmetics. "Price is subject to revision, in accordance with approval of vendor's submitted estimate". Full repair quote and delivery date to be advised via FAX or phone.

QAP-12P07 EXPEDITING ACCESS - Due to the critical nature of this material in the overall performance of our obligations to the Government and Prime Contractor, Seller hereby grants Buyer the right to monitor, examine and audit production against the proposed delivery schedule by means of expeditors, using telephones, mail and/or in person visits. A program plan should be submitted to Buyer within thirty (30) days of acceptance of this contract. Monthly status reports will be required as a monitor program plan.

QAP-12P08 TOOL OWNERSHIP - Tools covered by this purchase order are to become the property of the US Government and must be identified as such. Disposition will be directed by emcore. Tools are to be identified by marking as indicated elsewhere herein.

QAP-12P09 RIGHTS ON TOOLS - Tools covered by this purchase order will be retained by the Seller for the exclusive use of emcore or whomever we may designate.

QAP-12P10 TOOL CONSIGNMENT - Tools noted will be supplied by emcore. Tools shall be held by the vendor for the exclusive use of emcore. emcore tools furnished to vendor for use in the manufacture of the items on this purchase order are to be returned to emcore within fifteen (15) days after completion of the item for which they were supplied, except in the event emcore shall authorize the vendor in writing to retain such tools for a


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longer period. Tools to be returned, properly identified, to the attention of: Tooling Engineering Department, emcore, 2015 Chestnut Street, Alhambra, CA 91803.

QAP-12P11 CONSIGNMENT OF MATERIAL - emcore furnished material listed will be furnished supplier who agrees that said material is satisfactory and adequate in all respects, including scrap allowance, to perform this purchase order. Upon completion of its performance hereunder, Supplier shall within thirty (30) days advise emcore of 1) the amount and type of unused materials, and 2) a report of scrap on hand. emcore shall forthwith issue disposition instructions to Supplier. Layouts must be audited, and the Buyer advised in writing of any shortages within ten days from receipt of shipment. After the ten-day period, the supplier will be charged for any shortages not reported.

QAP-12P12 SELF-EMPLOYED CONTRACTORS - Contractors are to submit - A) Corporate Papers; B) NJ License; C) Insurance Coverage and D) Federal I.D. Tax Number to emcore prior to performing work at emcore.

QAP-12P13 SALES TAX LIABILITY - New Jersey Sales Tax to be paid by lessor. emcore is not responsible for paying New Jersey State Sales Tax and should not be invoiced for tax.

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