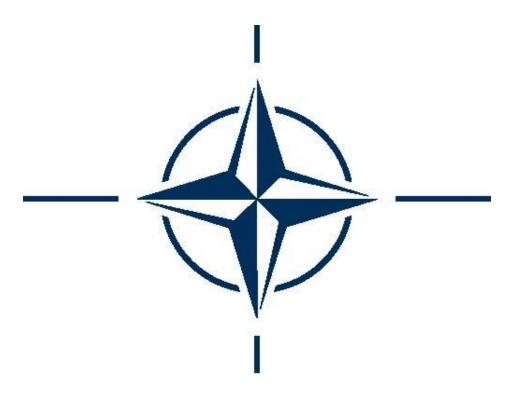
## **NATO STANDARD**

## **AQAP-4107**

# MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE AND USAGE OF THE ALLIED QUALITY ASSURANCE PUBLICATIONS (AQAP)

**Edition A Version 2** 

**NOVEMBER 2018** 



NORTH ATLANTIC TREATY ORGANIZATION

**ALLIED QUALITY ASSURANCE PUBLICATION** 

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### NORTH ATLANTIC TREATY ORGANIZATION (NATO)

#### NATO STANDARDIZATION OFFICE (NSO)

#### NATO LETTER OF PROMULGATION

9 November 2018

- 1. The enclosed Allied Quality Assurance Publication AQAP-4107, Edition A, Version 2, MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE AND USAGE OF THE ALLIED QUALITY ASSURANCE PUBLICATIONS (AQAP) which has been approved by the nations in the CNAD Life Cycle Management Group AC/327, is promulgated herewith. The agreement of nations to use this publication is recorded in STANAG 4107.
- 2. AQAP-4107, Edition A, Version 2, retains the agreement for mutual acceptance of Government Quality Assurance and use of AQAPs as outlined in previous versions but has been updated to reflect the cancellation of a number of AQAPs and to incorporate minor editorial changes, specifically:
  - 2.1 Editorial change at paragraph 2.2.1.b.: Reference to "SRD" has been modified to refer to "SRD.1".
  - 2.2 Editorial change at paragraph 3.1 1.c.(1): deletion of superfluous "and" at end of sentence.
  - 2.3 Paragraph 4.1.d. has been changed to read: "the selection of AQAP should be in accordance with the published guidance: AQAP-4107-SRD.2."
  - 2.4 The diagram at Annex A has been modified to reflect the cancellation of AQAP-2009, -2120 and -2130 and to remove reference to specific standard-related documents.
- 3. AQAP-4107, Edition A, Version 2, is effective upon receipt and supersedes AQAP-4107, Edition A, Version 1, which shall be destroyed in accordance with the local procedure for the destruction of documents.

- 4. No part of this publication may be reproduced, stored in a retrieval system, used commercially, adapted, or transmitted in any form or by any means, electronic, mechanical, photo-copying, recording or otherwise, without the prior permission of the publisher. With the exception of commercial sales, this does not apply to member or partner nations, or NATO commands and bodies.
- 5. This publication shall be handled in accordance with C-M(2002)60.

Zoltán GULÝÁS

Major Brigadier General, HUNAF Director, NATO Standardization Office

### **RESERVED FOR NATIONAL LETTER OF PROMULGATION**

## **RECORD OF RESERVATIONS**

CHAPTER	RECORD OF RESERVATION BY NATIONS

Note: The reservations listed on this page include only those that were recorded at time of promulgation and may not be complete. Refer to the NATO Standardization Document Database for the complete list of existing reservations.

## **RECORD OF SPECIFIC RESERVATIONS**

[nation]	[detail of reservation]

Note: The reservations listed on this page include only those that were recorded at time of promulgation and may not be complete. Refer to the NATO Standardization Document Database for the complete list of existing reservations.

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#### **CHAPTER 1 INTRODUCTION**

#### 1.1. AIM

- 1. The aim of this publication is:
  - a. to set forth the process, procedures, terms and conditions under which Mutual Government Quality Assurance of defence products is to be performed by the appropriate National Authority of one NATO member nation, at the request of another NATO member nation or NATO Organization; and
  - b. to standardize the development, updating and application of AQAP on the basis of the concept of quality assurance in the procurement of defence products.

#### CHAPTER 2 GENERAL

#### 2.1 INTRODUCTION

- 1. Participating nations acknowledge that:
  - a. the appropriate National Authority in a supplying country will provide in its country, upon request by the appropriate National Authority in an acquiring country or NATO organization, a Government Quality Assurance (GQA) service to orders in all areas of defence products and subject to the conditions contained in this publication and the documents quoted in Annex A;
  - nothing contained in this publication shall be construed as a limitation to bilateral or multilateral agreements between NATO countries or between NATO countries and NATO organizations, which further and extend the reciprocal utilization of the services of the National Authorities beyond the minima specified in this publication;
  - appropriate NATO quality requirements (AQAP) will be incorporated into contracts where GQA is requested under the terms of this publication and the documents quoted in Annex A;
  - d. appropriate Policy and Guidance Type AQAP will be used when evaluating a Supplier's compliance with the requirements of the Contractual Type AQAP; and
  - e. this publication is considered as the basis for the issue and revision of AQAP by the NATO Life Cycle Management Group (AC/327), subject to the unanimous approval of its members.

#### 2.2 APPLICATION

- 1. It is agreed that:
  - requests for GQA in the supplying country will be restricted to those cases where quality cannot be satisfactorily verified after receipt and GQA at source is considered essential to reduce or eliminate risk areas that have been identified for the product or the Supplier; and
  - b. requests for GQA shall be forwarded in sufficient time, by the appropriate National Authority in the acquiring country or NATO organization (hereinafter called the Delegator) to the appropriate National Authority in the supplying country (hereinafter called the Delegatee), a list of which is contained in the Standard Related Document (SRD.1) to this AQAP-4107.

#### CHAPTER 3 DEFINITIONS

#### 3.1 DEFINITIONS

- 1. The following terms and definitions are used for the purpose of this publication:
  - a. **Government Quality Assurance** is the process by which the appropriate National Authorities establish confidence that the contractual requirements relating to quality are met.
  - b. **Order** is the contract placed by the organization or Government or, the subcontract arising there from placed by a company on a supplier.
  - c. **Types of AQAP**. Currently there are four distinct types of AQAP documents as follows:
    - (1) **Contractual Type** These documents are in a "Technical Specification" format intended for contractual use;
    - (2) **Policy and Guidance Type** These documents provide direction and general guidance in the application of Contractual and Procedure Type AQAP. They are not intended for contractual use.
    - (3) **Procedure Type** These documents provide standardised procedural guidance for GQA. They are not intended for contractual use.
    - (4) **Agreement Type** These documents define the agreement that the STANAG refers to.
- 2. A diagram illustrating the current AQAPs can be found at Annex A.

#### CHAPTER 4 PROCEDURES

# 4.1 PROCEDURES FOR REQUESTING GOVERNMENT QUALITY ASSURANCE AND THE SELECTION OF AN APPROPRIATE AQAP

- 1. The procedures for requesting GQA and selecting an appropriate AQAP are as follows:
  - a. GQA shall be requested in accordance with AQAP-2070;
  - b. this request shall contain all necessary information and as a minimum, the references of the delegating National Authority to whom questions regarding the technical requirements shall be addressed, the contract references, the requirements relative to GQA and defining, in particular, the applicable contractual AQAP and the nature of the risks justifying the requirements;
  - c. the Delegator shall ensure that the Delegatee receives a copy of the contract and the references for the supporting documents; and
  - d. the selection of AQAP should be in accordance with the published guidance: AQAP-4107-SRD.2.

# 4.2 PROCEDURE FOR IMPLEMENTATION OF GOVERNMENT QUALITY ASSURANCE

- 1. GQA shall be implemented according to agreements between the Delegator and the Delegatee based on the guidance given in AQAP 2070. GQA shall address the following topics, unless otherwise agreed:
  - a. NOTIFICATION OF UNSATISFACTORY CONDITIONS If the Delegatee finds that, at any time during the course of the order, GQA cannot proceed because of deficiencies in the Supplier's quality system or product and such deficiencies are of major importance or will be a cause of excessive delay, the Delegatee will immediately advise the Delegator;
  - b. **CERTIFICATE OF CONFORMITY (C of C)** C of C shall be used and notified by the Delegatee to the Delegator as requested by the Delegator on the RGQA;
  - RELEASE FOR DELIVERY Release for delivery of product subjected to GQA shall be as requested by the Delegator on the RGQA;
  - d. **DEVIATION PERMITS AND CONCESSIONS** Delegatee's participation in the supplier's processing of Deviation permits and concessions will be in accordance with the contract and as requested on the RGQA.

e. **DELEGATOR'S PARTICIPATION** - The Delegator shall have the right to visit the supplier concerned during the course of the performance of the contract/sub-contract. Any such visits shall be arranged through the Delegatee who shall have the right to accompany the Delegator.

#### 4.3 CHARGES

1. Unless otherwise agreed, GQA shall be performed without charge to the Delegator. In the event of unusually heavy GQA costs being incurred appropriate charges may be negotiated. The expenses for product expended in GQA will be borne by the contracting parties.

#### 4.4 LIABILITY

1. The fact that the Delegatee has signed a Certificate of Conformity will not relieve the Supplier 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 product, no liability shall be attached to the Delegatee. The Delegatee shall, however, assist the Delegator in the investigation of such defects. The Delegator shall notify the supplier of the defects and will provide the Delegatee with a full description of the defects with supporting evidence, and if possible, samples of the defective parts.

ANNEX A DIAGRAM TO ILLUSTRATE AQAPS				
Agreement	STANAG 4107 AQAP-4107			
Procedure	AQAP-2070			
Contractual	Prime QA Conditions AQAP-2110 AQAP-2131 AQAP-2310 Supplementary QA Conditions AQAP-2105 AQAP-2210			
Policy & Guidance	AQAP-2000			
Supporting Information Issued as Standard Related Documents				

