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| DOC. No.: MD S000N0436E01 | | Issue F | WBS. No. : 50000 | | Distribution list |
| TITLE : GFE HANDLING PROCEDURE FOR SUBSEQUENT DELIVERIES AFTER THE FIRST ONE OF GFE NECESSARY FOR PRODUCTION PHASE | | | | | |
| Summary : This procedure applies for the shipment and the handling of the Government Furnished Equipment (GFE) in the frame of production activities of the PI/P Contract for subsequent deliveries of GFE after the first equipment that requires full documentation package, including quality documents. This is covered by PI/P, annex L. It covers the entire process, from the delivery schedule for Production (SOR) up to the handling of the GFE in the work shop (storage, anomalies handling...) The detailed list of GFE items and industry location for delivery is managed in a separated document MD S000N0436E02 "GFE List of Items for NAHEMA contract" | | | | | NHI AG EC ECD FK <u>Customer</u> |
| | | | | | Programme Archives Page 1 |
| | | | | | AG EC ECD FK NHI |
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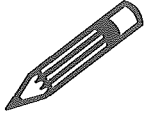
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| Issue | Issue date | Affected pages | CHANGE REASONS / ORIGINATORS change proposal / N° | Companies / Departments | Signatures |
|-------|------------|----------------|---|----------------------------|----------------------|
| A | 11/04/01 | ALL | FIRST ISSUE | NHI | GUIGNARD |
| B | 19/10/01 | All | Introduction of NAHEMA/Nations comments | NHI | GUIGNARD |
| C | 18/11/03 | All | Introduction of NAHEMA/Nations comments Industry improvements | NHI | GUIGNARD |
| D | 18/05/05 | All | Introduction of NAHEMA/Nations comments Industry improvements | NHI | JEPPSON |
| E | 03/04/07 | All | Introduction of procedures for the different Production lines (EC, ECD and AW) | NHI | |
| F | 17.1.211 | ALL | NAHEMA & IND inputs included. | NHI | C.Bragado Nilsson |
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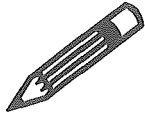
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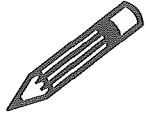
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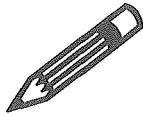
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1. GENERAL

This procedure applies for the shipment and the handling of the Government Furnished Equipment (GFE) in the frame of the PI/P Contract for subsequent deliveries of GFE after the first one in complement to AoA section 22 and Annex L.

- For GFE necessary in the frame of PI/P (first delivery only) the GFE handling procedure appendix L-3 of the PI/P Contract for 1st batch: NH90-PI/P0001-June 2000, and BEL P Contract : NH90-BEL P Contract BEL P0001-May 2007 shall apply in complement to AoA section 22 and Annex L.

For GFE necessary in the frame of D&D Contract the GFE Handling Procedure, MDN000N0436E01 shall apply.

2. SCOPE

This document defines the rules and procedures to be applied by Industry and the Supplying nation, for GFE necessary for production. It covers the entire process, from the delivery schedule for Production (SOR) up to the handling of the GFE in the work shop (storage, anomalies handling...)

The procedures for the management and control of technical interfaces of GFE's are defined in the document "Configuration Management Plan (CMP) for Production Investment, Production and In-Service phases": MD S000N0411E01.

3. DEFINITION

Supplier: Supplier of the GFE (a Nation or the manufacturer of the GFE)

Manufacturer: the Company which produce the equipment

Contractor: NHI

Customer: Nahema

Production Line: Final Assembly Line (FAL) of a Partner Company

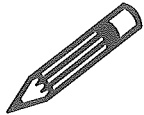
4. DOCUMENTS

4.1. Reference document

- PI/P Contract for 1st batch: NH90-PI/P0001-June 2000 as amended
- BEL P Contract : NH90-BEL P Contract BEL P0001-May 2007 as amended

4.2. Applicable documents

- (1) Anomaly handling and reporting procedure: QD S000N0806E01,
- (2) Log Card procedure: QD S000N0812E01,
- (3) Configuration Management Plan (CMP) for Production Investment, Production and In-Service phases: MD S000N0411E01
- (4) List of GFE documents for TTH & NFH Weapon Systems": MD N000N1424E01
- (5) NH90 GFE delivery schedule for Production: SOR N000N0441E01
- (6) NHI doc. MD N000N0408E01 "Contractual Change Procedure"
- (7) "GFE List of Items for NAHEMA contract" MD S000N0436E02



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5. LIST OF ABBREVIATIONS/ACRONYMS

| | |
|-------|---|
| AOA | Article Of Agreement, |
| AR/NC | Additional Requirement/National Customisations, |
| CoC | Certificate of Conformity, |
| D&D | Design & Development, |
| ECP | Engineering Change Proposal, |
| GFE | Government Furnished Equipment, |
| ICD | Interface Control Document, |
| NSN | NATO Stock Number, |
| P/N | Part Number, |

6. PREAMBLE

GFE qualification or compatibility with NH90 Weapon System requirements shall have been reached during integration and qualification phases, under the responsibility of the Customer, and formally declared to Industry (Declaration of Design and Performance against the GFE original specification and Declaration of GFE compliance against the NH90 GRS, including not compliances, if any).

For GFE classified "NATO Confidential" or higher, refer to PI/P Contract - annexe K.

The Contractor and each Partner Company shall nominate an Industry "GFE Focal Point" for production who will co-ordinate all activities in relation with GFE.

There are also Customer and National Focal Points, who are in charge of (among other things):

- to co-ordinate the hand over meetings between Partner Companies and the GFE suppliers,
- to give to Industry the proper address when a GFE has to be returned to the Customer, both for maintenance/repair,
- to deal with Anomaly Reports.

The activities of both Customer and Contractor are limited to monitoring the process and in case of problems with a delivery, to direct the corrective actions.

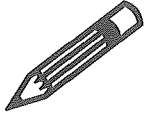
Direct National contacts between National focal points and Partner Company focal points are foreseen, direct contact with GFE manufacturers could be arranged if agreed by National focal point. Customer and the Contractor will be in a side loop for process monitoring

7. Configuration (change) Control

The Customer is in charge of the configuration management of the GFE except the configuration (change) control of the Weapon System GFE interfaces.

As required by the Contracts, the Contractor shall perform, according to the document "Configuration Management Plan", the Configuration (change) Control of the Weapon System interfaces including the GFE interfaces and their related documentation.

As for any other Item under Industry responsibility, it is necessary to identify and to freeze the Baselines and to manage any evolution or modification under configuration control.



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The Interface Control Documents (ICD) for GFEs, delivered by the Customer, shall be included in the Product Baseline.

After the freezing of the GFE's documentation formally declared by the Contractor, each change promoted by Customer or GFE supplier affecting the GFE documentation shall be notified by the Customer to the Contractor for assessment/impact analysis on industry activity (i.e. technical and contractual impacts). An Engineering Change Proposal (ECP) shall be prepared by the Contractor and endorsed by the Customer and the Contractor, after what the Configuration Change Control shall be applied.

All changes agreed between Customer and Contractor will imply an amendment of the GFE allocated Baseline.

8. GENERAL PROCESS FOR DELIVERY

The general process for delivery to the production lines of Marignane (EC) and Donauworth (ECD) is described in paragraph 8.1 and the one currently used in Vergiate (AW) and the one that will be used in the future starting from 2011 in TESSERA (AW). In addition, specific handling for AW is described from paragraph 8.2..

The complete list of the GFE equipments to be sent to PCs assembly line applicable to the development & production of the Variant helicopters is provided in a separated document MD S000N0436E02 "GFE List of Items for NAHEMA contract".

The Contractor will gather all the achieved GFE delivery data from Production lines,

The Contractor will present the current situation to the Customer and Nations during the official GFE/GFF meetings.

8.1. Process applicable to EC and ECD production lines

General:

In principle, the request for and delivery of GFE is dealt with per variant directly between the PC and the Nation involved. The Contractor and Customer are monitoring the process from the side, in order not to delay the process by unnecessary steps of communication. For contractual reasons, the Customer and the Contractor must be fully informed, in order to assist in case of problems with the delivery.

Step one:

The basis requirement for GFE for production is listed in the Schedule of Requirements <ref. 5> for Production phase. This document describes on a quarterly basis which GFE each Nation has to provide to the production lines. It is used as an early warning in order to allow Nations to prepare the GFE availability. It is not used for the detailed delivery which is described in the next steps

Step two :

The actual delivery of the GFE is initiated by the PC by issuing a pro-forma order. The pro-forma order is sent directly to the GFE focal point of the relevant Nation and a copy is forwarded to Contractor &



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Customer. This pro-forma order details the delivery requirements per equipment (a pro-forma order may cover a batch of equipment). The pro-forma order gives the Nation the delivery details like delivery address, amount of equipment, P/N and latest delivery date. The pro-forma order shall be issued at least 15 days before the final delivery date. That final delivery date can be later than indicated in the Schedule of Requirements but in no case earlier.

The involved Partner Company may request a hand over meeting. The request shall be passed, via the Contractor, to the Customer

Step three:

The supplying Nation shall acknowledge the Pro-Forma order by countersignature(*) of the document and inform the Partner Company in advance (at least 10 days before the actual shipment) by sending a Shipment Notice detailing the shipment with the list of items shipped and reference to the pro-forma order. This shipment notices shall be addressed directly to the GFE focal point of the involved PC, in copy to Customer/Contractor.

(*) The Customer has the possibility to strikethrough/request to strikethrough any contractual terms mentioned in the Pro-forma order he may not accept.

Step four:

The supplying Nation shall ship the GFE to the requesting PC with the relevant pro-forma order attached to it. The accompanying documentation and necessary markings are described in chapters 9 and 10 respectively.

Classified GFEs shall follow Annexe K of the PI/P Contract

Step five:

Upon arrival of the GFE at the receiving Partner Company facilities, the checking of the delivered documentation and the visual inspection of the Item shall be performed/monitored by "Industry focal points for GFE delivery.

The presence of the NQAR is ruled according to National rules and regulations

The receiving Partner Company shall acknowledge the receipt and the good conditions of the GFE on the Release Note.

A copy of this acknowledgement will be provided to the Contractor (for Customer notification).

This acknowledgement may mention the consequences of the non-conformances, which shall be borne by the Customer:

In the event of discrepancy (apparent damage, missing documentation, etc), the receiving Partner Company will raise an Anomaly Report to be acknowledged by the NQAR. A copy of the Release Note/certificate of Conformity with information about reservation and reference to the Anomaly Report will be sent back to the Contractor (for Customer notification) and copy to GFE focal Point of the Nation Waiting for decision, the GFE shall be isolated.

All the above mentioned activities will be performed on behalf of the Contractor.

Step Six:

After the equipment has been accepted, any anomaly before the acceptance of the H/C by Customer shall be handled as described in the 'Anomaly Procedure <ref. 1>'



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Recommendation: In order not to lose too much time due to defective equipment, it could be wise to have a 'spare set' of GFE equipment delivered to the production line. The Contractor could propose a size for this Spare set and to work that out with the first pro-forma order.

8.2. Process applicable to AW production line

General:

In principle Chapt. 8.1 is also applicable to AW production line. The request for and delivery of GFE is dealt with per variant directly between the PC and the Nation involved. The Contractor and Customer are monitoring the process from the side, in order not to delay the process by unnecessary steps of communication. For contractual reasons, the Customer and the Contractor must be fully informed, in order to assist in case of problems with the delivery.

In case the material is supplied by a PC the supplying PC informs sending Nation it has GFE material ready to ship. Sending Nation sends material directly to NDA (national distribution agency) in Rome. NDA informs AW that it has received material (note: it needs to be stated from which nation it has been sent)

AW informs NSA (national security agency) in Rome that it will pick up crypto material from NDA. AW sets up transports with authorized personnel, NDA hands over material plus, if needed, "crypto report" document. At arrival of the GFE material at AW the parts are checked by industry GFE focal point, crypto parts are registered and then stored in dedicated areas. The crypto report is sent back signed via post by AW GFE focal point.

Other procedure used by AW:

Sending Nation directly takes GFE parts to AW after informing NSA in Rome. Crypto report is signed and handed directly to Nation by GFE focal point.

As per agreement between ITA & FRA NSA IRSs are know following short procedure between AW & ECF, they can be moved directly between PCs.

9 DELIVERY DATA PACKAGE

All documents shall be provided at least in English language.

The information shall describe exactly what will be sent, where and when (all separate parts constituting the GFE shall be identified with supplier Part Number (P/N), allowing the receiver to check that the item(s) received corresponds to that announced.

The following list includes the documents to be delivered with the Item.

9.1 Release note/Certificate of Conformity

This Release Note/Certificate of Conformity, duly dated, stamped and signed by National Quality Assurance representative (NQAR) of the supplying Nation or its delegatee (e.g. supplier Quality Assurance), certifies that the Item conforms in all respects to the specification/drawing and that the Item has been inspected and successfully tested and shall contain at least:

- Pro Forma order reference,
- designation,
- list/number of items which constitute the delivery,
- specification reference,



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- mention of GFE property,
-
- Manufacturer Part Number,
- version of embedded Software (if applicable),
- serial number,
-
- weight of the Item(s),
- packaging dimensions,
- NATO Stock Number (NSN), if any
- Safety instructions (if any)

The list of all agreed concessions, if any, shall be part of the Certificate of Conformity.

9.2 Concessions (if applicable)

When relevant, a copy of each Recordable concession accepted by the Customer or its delegatee shall be delivered.

Limitations due to a concession shall be assessed by Contractor. The Customer shall be informed on the consequences.

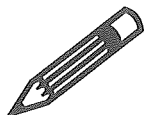
In case of non-conformity stated in a concession, Contractor reserves the right to accept or refuse the GFE. Customer shall be informed accordingly.

9.3 Log cards (when applicable)

A Log Card shall be established by the Supplier in accordance with Log Card procedure

QD S000N0812E01 for all GFE for which a Log card has been requested by Nations.

For all GFE for which log card is not needed, the delivery data package shall explicitly mention: "log card not applicable"; No log card concerning GFEs will be raised by Industry.



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9.4 Declaration of Design and Performance

For new equipments which have not been subject to D& D contract, a Declaration of Design and Performance shall be provided (only for first delivery or first delivery of changed equipment).

Industry shall trace as anomaly a lack of Declaration of Design of performance expected in the frame of D&D contract or in the frame of PI/P contract for new equipment (or modified equipment)

9.5 Specific Instructions (when applicable)

Operation, handling, storage (see also § 15) and maintenance instruction/technical manual will be provided when applicable (only for first delivery or first delivery of changed equipment).

9.6 Security instructions (when applicable)

Security classification, security registration reference (if applicable) and specific handling advice shall be provided. (only for first delivery or first delivery of changed equipment).

9.7 Inspection/Acceptance Test Report.

It is the responsibility of the supplier to perform any necessary, verification and/or test to guaranty that the equipment is delivered in serviceable conditions

10 MARKING

The item shall be marked, at least, with the following information:

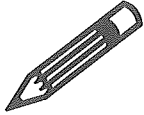
- supplier name and code,
- Manufacturer Part Number,
- Manufacturer serial number (if applicable),
- Version of embedded Software (if applicable)
- NATO Stock Number (NSN),
- manufacturing date,
- Concession number, if any.

The packaging shall be marked, at least, with the following information:

- identification of the content (Part Numbers description and documentation),
- Manufacturer name,
- supplying Nation,
- name and address of receiving Partner Company Focal point.
- Necessary information to protect the item/the packaging against environmental stress and handling misuse.

11 MAINTENANCE

Industry will not perform repair/maintenance on GFE except for standard handling of battery changes. In this case, the Customer shall provide procedures for management & replacement of batteries including the procurement spare part.



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In the absence of such procedure, the Contractor may reject the concerned GFE delivery in accordance with the QDS000N0806E01 and may claim for excusable delays in case of impact on the Programme.

12 RESPONSIBILITY

- As far as responsibility is concerned refer to PI/P Contract for 1st batch: NH-90 PI/P0001-June 2000, (section 22 of Articles of Agreement) and BEL P Contract : NH90-BEL P Contract BEL P0001-May 2007 for Belgium.

See also information Flow in annex

13 ANOMALY HANDLING

The document "Anomaly handling and reporting procedure": QD S000N0806E01 is applicable to GFE at receipt and during handling, storage, integration, ground tests or flight tests.

The "Anomaly Report" shall be transmitted to the Contractor for further distribution to NAHEMA who will take care of Supplying Nations with the information. for instructions/actions. In addition, a copy may be sent directly to the supplying nation.

14 STORAGE

The Customer shall provide (*) (for first delivery or first delivery of changed equipment) a specific "Storage requirements" document which contains at least:

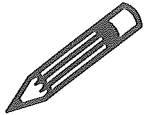
- Item designation,
- Manufacturer's P/N,
- If (yes or no) it is a limited calendar operating material, or a limited storage material,
- the maximum storage duration (months),
- standard actions during storage and their periodicity,
- specific storage conditions (position, temperature, etc...),
- specific conservation conditions (in the short or long term).

(*) Note: If no specific Storage requirements documents are to be considered for a GFE, the Customer shall communicate this in a written document to the Contractor.

In case of absence of specific storage instruction to be provided by the supplier, the contractor may reject the GFE at receipt, informing the customer using applicable procedure for anomaly handling. If delays are caused by rejection of GFE due to missing documentation, contractual clauses for excusable delays may be activated.

The contractor cannot be liable for the Technical consequences of absence of storage instruction in any case. In addition, delays caused by GFE not operative due to unspecified storage handling (incl. Battery handling), excusable delays applies with relation to the impact to overall program.

The storage of the GFE shall be physically isolated from serial storage areas. This storage shall be in accordance with the security instructions (when applicable).



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15 RETURN OF GFE

When applicable, GFE shall, accompanied by its relevant documents (e.g. Log Card, Release Note/Certificate of Conformity, Anomaly report, ...) be returned to the address decided by the Customer.

The Partner Company shall apply appropriate packaging.

If adequate, specific packaging received at delivery with the equipment shall be kept on stock and shall be used for return.



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Annex E

INFORMATION FLOW

- SOR Contractor → Customer
- Pro Forma Order PC → Nation
Info: Contractor, Customer
- Shipment Notice Nation → PC
Info: Customer, Contractor
- Notification receipt PC → Nation
Info: Contractor, Customer
- Notification of failure PC → Contractor → Customer
Info: Nation