

## Counterfeit Parts Prevention Declaration Form

<b>Supplier Name</b>	
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You represent and warrant:

Where you supply electronic parts<sup>1</sup>, in accordance with the substance of [DFARS clause 252.246-7007](#) paragraphs (a) through (e):

1. You will establish and maintain an acceptable counterfeit electronic part detection and avoidance system<sup>1</sup>.
2. Only new and authentic materials will be used in products required to be delivered to BAE Systems and the supplies delivered contain no counterfeit parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by BAE Systems.
3. You will only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs")/OCMs or through the OEM's/OCM's authorised distribution chain. Seller must make available to BAE Systems, at BAE Systems' request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorised unless first approved in writing by BAE Systems Procurement Representative.
4. You will present complete and compelling support for any such request and include in the request all intended actions to ensure the parts/components thus procured are legitimate parts. BAE Systems' approval of Seller request(s) does not relieve Seller's responsibility to comply with all contract requirements, including the representations and warranties in this subparagraph. A breach of this paragraph/clause or any subparagraph herein shall be considered a material breach of this contract.
5. You will maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and customer approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorised distribution chain. Seller shall provide copies of such documentation for its system for BAE Systems' inspection upon BAE Systems' request.
6. Where you do not adhere to the above requirements, you accept that this may result withholding of orders and/or payments and that the cost of rectification associated with the supply of counterfeit parts or suspect counterfeit parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts shall be your liability.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

<sup>1</sup> See definitions and criteria within [DFAR 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System. | Acquisition.GOV](#)