**Quality Assurance Agreement with Software Suppliers**

between

 Schaeffler supplier no.:

 UPIK/DUNS no.:

 (hereinafter referred to as the supplier)

and Schaeffler Technologies GmbH & Co. KG

Industriestraße 1 - 3

91074 Herzogenaurach

Germany

 (hereinafter referred to as Schaeffler)

**Preambel**

The competitiveness and position of the Schaeffler Group in the world market is decisively influenced by the quality of its products. The faultless functionality and reliability of purchased software and associated development activities have a direct influence on the quality of the Schaeffler Group's products.

This *Quality Assurance Agreement with Software Suppliers (QSV)* is a binding statement of the fundamental technical and organisational conditions governing all deliveries and services to the Schaeffler Group (i.e. Schaeffler AG and all companies in which Schaeffler AG directly or indirectly holds a majority interest) that are required in order to achieve the joint intended quality objective of "zero defects“. It describes the minimum requirements that are placed on the supplier's quality management system.

The conclusion of this *Quality Assurance Agreement* represents an indispensable step for a future business relationship with the Schaeffler Group.

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# Supplier's responsibility for the quality of his products and services

The supplier is responsible for the faultless functionality and reliability of the software provided by him, in accordance with the technical documents agreed in writing. The supplier must be aware of the requirements placed on the software and their areas of application at Schaeffler. He must check that the documents are complete and correct and, where necessary, request further information from Schaeffler.

The quality strategy of the supplier must be oriented towards continuous improvement of his processes and services, in order to achieve the objective of "zero defects".

If the supplier places orders with subcontractors, he is under obligation to implement the requirements of this *Quality Assurance Agreement with Software Suppliers (QSV)* in relation to his subcontractors.

The supplier also undertakes to meet promised deadlines, e.g. for delivery of intermediate results, test evidence, status reports, patches.

# Quality management system

## General

The supplier must ensure the faultless functionality and reliability of his software in relation to Schaeffler through the use of a suitable quality management system which incorporates the requirements of Automotive SPICE and ISO/IEC 15504 – Part 5. The effectiveness of his quality management system must be verified by means of regular inspections.

## Checking the quality management system and adherence to development processes

Schaeffler has the right to check compliance with Schaeffler requirements at the supplier's premises and, where necessary, with a person appointed by the end customer, during the handling of the project or if quality deficiencies or system weaknesses are identified. Depending on the situation, this check can be carried out in the form of a technical discussion or process assessment (e.g. in accordance with Automotive SPICE®) and is agreed with the supplier in good time before its planned implementation.

The supplier shall grant Schaeffler access to the relevant areas and permit viewing of the corresponding documents, in accordance with the necessary non-disclosure agreements.

# Evidence of process quality

The supplier should use process assessments as a central tool in the continuous improvement of processes. The purpose of regular process assessments is to verify the quality capability of software development activities. Any subcontractors must also be included in the overall analysis of the process chain.

In order that potential risks can be identified at an early stage and counteracted with appropriate corrective actions, Schaeffler also rates the suppliers with the aid of a process assessment, which the supplier must allow for in the planning of the project. The assessment is subject to a completed development cycle (release).

In order to permit a systematic and reproducible analysis, the process reference model from AutomotiveSPICE® is used for Automotive suppliers and the process reference model from ISO/IEC 15504 Part 5 is used for suppliers from all other sectors. During a process assessment conducted by Schaeffler at the supplier's premises, or a self-assessment conducted by the supplier, the processes listed in the following table must be rated:

|  |  |
| --- | --- |
| Automotive (in accordance with AutomotiveSPICE® PAM[[1]](#footnote-1)) | Other sectors (in accordance with ISO/IEC 15504-5[[2]](#footnote-2)) |
| MAN.3 Project Management | MAN.3 Project Management |
| MAN.5 Risk Management | - |
| ACQ.4 Supplier-Monitoring[[3]](#footnote-3) | ACQ.4 Supplier Monitoring3 |
| SYS.2 System Requirements Analysis\* | ENG.2 System Requirements Analysis\* |
| SYS.3 System Architectural Design\* | ENG.3 System Architectural Design\* |
| SWE.1 Software Requirements Analysis | ENG.4 Software Requirements Analysis |
| SWE.2 Software Architectural Design | ENG.5 Software Design |
| SWE.3 Software Detailed Design | ENG.6 Software Construction |
| SWE.4 Software Unit Verification |  |
| SWE.5 Software Integration and Integration Test | ENG.7 Software Integration |
| SWE.6 Software Qualification Test | ENG.8 Software Testing |
| SYS.4 System Integration and Integration Test\* | ENG.9 System Integration\* |
| SYS.5 System Qualification Test\* | ENG.10 System Testing\* |
| SUP.1 Quality Assurance | SUP.1 Quality Assurance |
| SUP.8 Configuration Management | SUP.2 Configuration Management |
| SUP.9 Problem Resolution Management | SUP.9 Problem Resolution Management |
| SUP.10 Change Request Management | SUP.10 Change Request Management |
| SPL.2 Product Release | - |

Automotive suppliers must additionally adhere to the content of the VDA Blue Gold volume[[4]](#footnote-4) „AutomotiveSPICE® - Guidelines“.

The supplier classification is conducted on the basis of the assessed processes in accordance with Appendix 1.
The results of the process assessment are to be transmitted by using the form Supplier self assessment AutomotiveSPICE® (SuSa)[[5]](#footnote-5), which can be found at the homepage of the VDA QMC under publications regarding AutomotiveSPICE®.

In the event of an A classification, the identified discrepancies must be remedied autonomously.

In the event of a B or C classification, the supplier must submit a program for improvement to the Project responsible person from Schaeffler for approval, complete with measures, responsible persons and dates. The supplier must also conduct a self-assessment, to verify the effectiveness of the measures taken, and communicate the results of the self-assessment to Schaeffler. Schaeffler has the right to prove the effectiveness of the measures in accordance with Section 2.2 itself, if necessary.

# Software in the context of Functional Safety

For software development activities conducted in the context of functional safety, the S111111 (Technical delivery conditions – Functional Safety) must be complied with.

# Software in the Context of Cybersecurity

For software development activities conducted in the context of Cybersecurity, the S111211 (Technical delivery conditions – Product Cybersecurity) must be complied with.

# Usage of Free and Open Source Software

Free and Open Source Software (FOSS) must neither directly nor indirectly (e.g. by linking) become part of the software provided by the supplier, unless Schaeffler has agreed to the use of FOSS in writing in advance. In such a case, the supplier has to inform Schaeffler which parts of the software provided by the supplier are affected and to which FOSS license terms they are subject to; this includes, in particular, information about the name, a unique version identifier, the associated license name with a unique license version identifier, as well as information on whether the provision of the license information to the end customer is mandatory.

The supplier must confirm that no copyleft effect is triggered by the FOSS used in the delivered Software that would result in the Software as a whole being classified as a FOSS under a copyleft license.

The supplier bears sole responsibility for ensuring that the use of all software supplied by him for the use intended by Schaeffler is permissible under license law, regardless of whether it is a combination of proprietary software and / or FOSS.

# Export Control

For the software developed and delivered by the supplier, the legal regulations on export controls must be adhered to. Software is relevant under export control law if it is software with the following characteristics:

* surveillance technology,
* encryption / cryptographic technology, or
* software that is used in products that are themselves subject to export controls

The supplier is obliged to report software that is subject to export control. The supplier is obliged to support Schaeffler appropriately to comply with the legal regulations for export control for its products, if these include supplied software subject to export control.

# Term

This *Quality Assurance Agreement*is effective once it has been signed by both contract parties and is valid for an indefinite period. It applies to the full extent of the business relationship between the contract parties involved.

# Termination

The *Quality Assurance Agreement* may be terminated in writing with twelve months notice if notice is submitted by the end of the month.

The termination of this agreement has no effect on the continued validity of any agreements made between the contract parties under the scope of this *Quality Assurance Agreement*. The conditions of this agreement will continue to apply to such agreements.

# General

* Any changes and additions to the agreement must be given in writing.
* The contractual relationship is governed by German law, excluding its conflict of law rules. The competent court of jurisdiction is Nuremberg, Germany. However, the customer is also entitled to file an action against the supplier at another competent court.
* If a contractual provision is or becomes ineffective, the validity of other provisions will remain unaffected.

The contract parties commit themselves, in good faith and within the scope of what is reasonable, to replace ineffective provisions with effective regulations which have an economic result equivalent to the original provisions.

Agreed changes:

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# Appendices

The following appendices to the current version are an integral part of the *Quality Assurance Agreement with Software Suppliers*:

Appendix 1 Conducting and rating the process assessment

|  |  |  |
| --- | --- | --- |
| **Supplier** |  | **Customer** |
|       |  | Schaeffler Technologies GmbH & Co. KG. |
| Supplier name |  |  |
|       |  |  |
| Schaeffler supplier no. |  |  |
|       |  |       |  |       |  |       |
|  |  |  |  |  |  |  |
| Place |  | Date |  | Place |  | Date |
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|  |  |  |  |  |  |  |
| Name |  | Signature |  | Name |  | Signature, Purchasing |
|  |  |  |  |  |  |  |
|       |  |  |  |       |  |  |
|  |  |  |  |  |  |  |
| Name |  | Signature |  | Name |  | Signature, Quality |

1. Version V3.1 dated 2017-11-01 [↑](#footnote-ref-1)
2. First edition, 2006-03-01 [↑](#footnote-ref-2)
3. only relevant if subcontractors are used

\* only relevant if the software is being developed as a constituent part of a system / a component [↑](#footnote-ref-3)
4. 1st Edition, September 2017 [↑](#footnote-ref-4)
5. Download at https://vda-qmc.de/software-prozesse/automotive-spice/veroeffentlichungen/ [↑](#footnote-ref-5)