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Title	Other party supplier control
NPA Number	NPA 2010-01

UK CAA (Requirements@srg.caa.co.uk) has placed **8** unique comments on this NPA:

Cmt#	Segment description	Page	Comment	Attachments
16	A. Explanatory Note - V. Regulatory Impact Assessment	6 - 11	<p>Page 6, Paragraph No: 14</p> <p>Comment: It is understood and appreciated that the scope of NPA 2010-01 is currently limited to POA holders. However, bearing in mind the EASA horizontal rule philosophy, this NPA was also reviewed with the future regulations for aerodromes and their third party suppliers in mind. This comment merely wishes to point out that this approach might present difficulties for aerodromes on two grounds; first, they do not have contracts with most ground handlers (and to do so would presumably involve significantly altering the IATA handling arrangements); second, the aerodrome may not have competence in many areas of ground handling and therefore could not set standards.</p> <p>Justification: See above. The NPA/RIA would need to be reconsidered if in future applied to aerodromes.</p>	
17	B. Draft Decision - GM No. 2 to 21A.139(a)	12 - 13	<p>Page 12, Paragraph No: GM No 2 to 21.A.139(a)</p> <p>Comment: As detailed in paragraph 1, the POA holder is responsible for determining the acceptance standards for physical condition, configuration status and conformity of supplied products etc. As these obligations do not change even if other parties perform an element of the supplier control, the POA holder <u>may</u> be required not only to have oversight of the supplier but <u>will</u> also be required to have oversight of the other party. This will introduce an additional cost and burden on the POA holder.</p>	

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			<p>In order to minimise the burden on the POA holder, it is proposed to differentiate between vendors and sub-contractors. This will enable the use of the other party scheme to control vendors and allow the POA holders quality system to concentrate on performance of sub-contractors.</p> <p>Justification: Minimise burden on POA holders</p> <p>Proposed Text to Second Para of GM No 2 to 21.A.139(a): ‘To discharge this responsibility the quality system needs an organisational structure and procedures to adequately control vendors and sub-contractors. Elements of the quality system for the control of vendors may be performed by other parties provided that the conditions of AMC ...’</p>	
18	B. Draft Decision - AMC No. 1 to 21A.139(b)(1)(ii)	13 - 14	<p>Page 13, Paragraph No: AMC No 1 to 21.A.139(b)(1)(ii), paragraph 1</p> <p>Comment: This paragraph requires the POA holder to enter into an arrangement with the other party, however there is no guidance on the minimum requirement for such an arrangement.</p> <p>Justification: Insufficient guidance to enable the POH holder or the competent authority to make or evaluate such arrangements.</p>	
19	B. Draft Decision - AMC No. 1 to 21A.139(b)(1)(ii)	13 - 14	<p>Page 13, Paragraph No: AMC No 1 to 21.A.139(b)(1)(ii), paragraphs 3(a) & (b)</p> <p>Comment: If the POA intends to make use of other parties for supplier assessment, they are responsible for ensuring the other parties supplier assessment and surveillance process and procedures are in compliance with Part 21. Given that the other party may be carrying out this supplier assessment for a large number of POA holders, how are they expected to ensure their procedures meet the requirements of all the POA</p>	

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			<p>holders quality systems?</p> <p>By using the other party to conduct the supplier surveillance, they will be required to be audited by all of the contracted POA holders. The burden of auditing will shift the multiple audits from the supplier to the other party, therefore severely limiting the benefit of such a system.</p> <p>By changing the emphasis from suppliers to vendors, the problem identified above will largely disappear. It is recognised that POA holders will continue to be required to carry out product audits and therefore be able to discharge their responsibilities under 21.A.139(b)(1)(ii).</p> <p>Justification: Simplification of the regulations for POA holders.</p>	
20	B. Draft Decision - AMC No. 1 to 21A.139(b)(1)(ii)	13 - 14	<p>Page 14, Paragraph No: AMC No 1 to 21.A.139(b)(1)(ii), paragraph 3(v)</p> <p>Comment: With respect to sub-contracted manufacturing, it is impractical for the 'other party' to work from proprietary information supplied by more than one POA at any one time. How will the other party satisfy each POA holder's requirements?</p> <p>By changing the emphasis from suppliers (that include sub-contractors) to vendors, the problem identified above will disappear.</p>	
21	B. Draft Decision - AMC No. 1 to 21A.139(b)(1)(ii)	13 - 14	<p>Pages 14 & 16, Paragraph No: AMC No 1 to 21.A.139(b)(1)(ii), paragraph (d) & AMC No 2 to 21.A.139(b)(1)(ii), paragraph (c) respectively</p> <p>Comment: These paragraphs require the POA holder to make arrangements that allow the competent authority to make investigations in accordance with 21.A.157 to include other party schemes, however section B has not been revised to take this into account.</p> <p>It is suggested that GM No 1 to 21.B.220(c) is revised to specifically address other party schemes.</p>	

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			<p>Justification: Clarity of regulation</p> <p>Proposed Text to GM No 1 to 21.B.220(c) 1st bullet ‘Following the acceptance of the application and before commencing an investigation, the Competent Authority should, for the preparation and planning of the investigation:</p> <ul style="list-style-type: none"> • identify the site locations, including consideration to other party schemes needing investigation, taking into account the scope of any other POA issued by a Member State, which are valid in the circumstances.’ 	
22	B. Draft Decision - AMC No. 2 to 21A.139(b)(1)(ii)	15 - 16	<p>Page 15, Paragraph No: AMC No 2 to 21.A.139(b)(1)(ii)</p> <p>Comment: It is not immediately clear what the difference is between AMC No 1 to 21.A.139(b)(1)(ii) and AMC No 2 to 21.A.139(b)(1)(ii). From the preamble detailed in paragraph 13 on page 6, in AMC No 1, the other party does not hold any form of certification and in AMC No 2 they do. However it would appear from the proposed text to AMC No 2 that very little credit is being given to the fact that the organisation holds any form of certification.</p>	
23	B. Draft Decision - AMC No. 2 to 21A.139(b)(1)(ii)	15 - 16	<p>Page 15, Paragraph No: AMC No 2 to 21.A.139(b)(1)(ii) para 1</p> <p>Comment: The use of suppliers holding some form of certification may be on a global basis and are likely to be used by a number of POA holders based in different EU Member States, which in turn are required by 21.A.157 to allow competent authorities based in different EU member states to carry out investigations. There is potential for these organisations to be subject to various standards and interpretations of the regulations.</p> <p>In order to reduce the variation in standards the guidance material should contain details of which certification bodies or standards are considered</p>	

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			<p>acceptable. It is suggested that where suppliers hold certification such as EN9100 (as stated on page 6), the certification organisation is subject to a single assessment from EASA or another appointed Member State that can be recognised by all other Member States.</p> <p>It is proposed that EASA only accepts appropriate aerospace certification standards.</p> <p>Justification: To enable a consistent standard to be applied.</p> <p>Proposed Text: 'The use of suppliers that are certified by another party in accordance with this AMC and recognised by EASA, should be part of the production organisation quality system'.</p>	