

[organization name]

Quality Agreement for Critical Supplier

Commented [AES1]: This agreement is obligatory for all suppliers that provide critical components of a service. E.g., main raw material, sterilization, packaging.

Between ("Supplier")

Name of the Supplier	
Address of the Supplier	
Telephone number	

Commented [AES2]: Include your supplier's information.

and ("Manufacturer")

Name of the Manufacturer	
Address of the Manufacturer	
Telephone number	

Commented [AES3]: Include your organization's information.

1. Administrative Elements

1.1. Scope

This agreement defines the Quality Agreement between the parties identified above. It defines the conditions and terms to be followed by the supplier in providing the quality and regulatory requirements concerning medical device manufacturing.

Commented [AES4]: Choose the one that applies, or both if

1.2. Products and Services Covered by this Agreement

This agreement applies to the products and services listed in the table below.

Product name	[product name]
Service	[service name]

Commented [AES5]: You can delete this row if there are no

Commented [AES6]: You can delete this row if there are no

1.3. Terms of the Agreement

This agreement shall become effective and binding upon the date of the final signature. This agreement shall be effective for all orders present and in the future, that will be confirmed before the termination of this agreement. The agreement may be terminated by either party giving 30 days written notice to the other party.

Commented [AES7]: Adapt to the organization's practice.

Changes or additions to this agreement require a written form in order to be effective.

2. Compliance

2.1. Specifications

Manufacturer defines specifications for the product and service Supplier provides. This could be in one of the following forms: drawings, reference to commercial specifications, identified brand names, or applicable standards.

Commented [AES8]: Choose the one that applies, or both if

The specifications may be open documents, approved documents, or other documents made. Supplier understands to deliver [product and service] in full conformance to the specifications.

Commented [AES9]: Choose the one that applies, or both if

2.2. Specification Changes

Changes to specifications are made by mutual agreement between Supplier and Manufacturer. In addition to agreement to the change, Supplier and Manufacturer will determine the effective date of the change.

2.3. Changes in Processes

Supplier shall promptly notify the Manufacturer of any changes in the product and service so the Manufacturer may determine whether the change may affect the quality of a finished device.

Commented [AES10]: Choose the one that applies, or both if

2.4. Activity by Regulators, Notified Bodies, or Certification Bodies

Supplier shall promptly notify the Manufacturer of any inspection or audit findings that impact safety, effectiveness, conformity, or availability of product and service Supplier provides to Manufacturer.

Commented [AES11]: Choose the one that applies, or both if

Upon the Manufacturer's request, the Supplier shall disclose the results of any inspections or audits and the associated root and corrective action.

2.5. Third-Party Quality Agreements

Supplier shall have a Quality Agreement with Third-Party Suppliers used for production, packaging, testing, processing, or release. Upon Manufacturer's request, the Supplier will provide a copy of the Quality Agreement.

3. Nonconformance, Corrective and Preventive Measures, and Complaints

3.1. Corrective Actions

3.1.1. Supplier-Initiated Corrective Action

The Supplier shall initiate corrective action for all detected nonconforming material or service regardless of disposition. Corrective action shall include the following steps:

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1. Identifying cause of nonconformity
2. Deciding if it is necessary to initiate corrective action depending on complexity of nonconformity
3. Planning corrective action
 - a. Identifying corrective action
 - b. Deciding whether the action plan needed is the elimination of cause of nonconformity
 - c. Deciding whether the action plan will have an adverse effect

Supplier shall keep records of these activities and make them available to the Manufacturer upon request.

If the Supplier does not have any kind of Quality Management System implemented, Manufacturer will provide certain records and discuss the Supplier on how to set them.

3.1.2. Manufacturer-Initiated Corrective Action

If the Manufacturer identifies a nonconformity after receipt of the Supplier's product and service, the Manufacturer will initiate corrective action according to the Procedure for Corrective and Preventive Action and inform Supplier about it.

Supplier will be involved in investigating the cause and proposing the corrective action. Supplier shall report the results of the corrective action to the Manufacturer within [number of days] working days of initiation.

When the corrective action is not completed within [number of days] working days, the Supplier shall provide a status report every [number of days] working days until the corrective action is completed, but not to exceed 3 months. Supplier shall keep records of these activities and make them available to the Manufacturer upon request.

3.2. Complaints

3.2.1. Supplier-Received Complaints

If the Supplier receives a complaint related to the product, or any similar product, Supplier shall promptly notify the Manufacturer.

Manufacturer will decide whether it is necessary to start any action about it or not.

3.2.2. Manufacturer Received Complaints

If the Manufacturer receives a complaint related to the product of the Supplier, the Manufacturer will enter the complaint in Customer Feedback Report and review and evaluate the complaint to determine whether an investigation is necessary according to the Procedure for Customer Communication, Feedback and Complaints.

If the Manufacturer requires the Supplier's assistance in the investigation, Manufacturer will follow the defined procedure for investigating products.

Commented [AES12]: Choose the one that applies, or both if

Commented [AES13]: You can find a template for this

Commented [AES14]: Insert a number of days that is

Commented [AES15]: Insert a number of days that is

Commented [AES16]: Insert a number of days that is

Commented [AES17]: You can find a template for this

Commented [AES18]: You can find a template for this

[organization name]

4. Audits

4.1. Manufacturer Audits of Supplier's Facilities

The Supplier shall allow the Manufacturer, or its authorized representative, to perform audits of the Supplier's facilities, systems, documentation, and other requirements related to this agreement. Audits shall be conducted at mutually agreed dates and times.

When conducting audits at the Supplier's location, the Manufacturer will issue an Audit Report within [AES19] working days of the audit's conclusion.

The Supplier shall issue a letter to determine the corrective actions and completion dates for non-compliance within [AES20] days of the Audit Report's issue date.

Commented [AES19]: Insert a number of days that is

Commented [AES20]: Insert a number of days that is

4.2. Auditing Supplier by Manufacturer's Notified Body

The Supplier shall allow the Manufacturer's Notified Body to perform audits of the Supplier's facilities, systems, documentation, and other requirements related to this agreement.

Audits can be conducted at mutually agreed dates and times, or as requested.

MANUFACTURER	
Date	_____
_____	_____
Signature	

SUPPLIER	
Date	_____
_____	_____
Signature	

Commented [AES21]: Enter here job title and name of the

Commented [AES22]: Enter here job title and name of the