

# Quality Assurance Agreement: Binding Quality Rules Between Procurement and Supplier

The quality assurance agreement (QAA), also known internationally as a Quality Agreement, is a contractual document in which buyer and supplier bindingly define quality requirements, inspection processes and responsibilities. It is regarded as a central instrument of supplier management and systematically shifts quality responsibility into the supply chain. For technical buyers, it is the most effective means of avoiding complaints, additional costs and supply failures at an early stage.

## Key facts

- A QAA bindingly regulates inspection scopes, inspection equipment, documentation, reporting processes and the handling of non-conformances.
- It is typically concluded during the onboarding of new suppliers or before the release of critical components.
- In practice, it is frequently linked to a framework such as ISO 9001 or IATF 16949.
- Key contents include inspection plans, zero-defect targets, complaint deadlines as well as 8D reports and audit rights.
- A well-developed QAA typically reduces the cost of defects in procurement considerably and establishes clear liability rules.

## Definition: quality assurance agreement

The quality assurance agreement is a bilateral contract or a contractual annex to the framework agreement that defines the quality-related obligations of buyer and supplier. It concretises the general requirements from the purchase order and the drawing into verifiable, measurable provisions. Legally, it is generally a contract under civil law; the specific design should be reviewed by legal counsel.

## Distinction from the quality agreement

In practice, the terms quality agreement and quality assurance agreement are often used synonymously. Strictly speaking, the QAA focuses more strongly on the safeguarding mechanisms: inspection processes, evidence and system requirements. The quality agreement can be broader in scope and may also cover development and continuous improvement topics.

## Legal character and binding effect

A QAA is not a standard document with legally prescribed content but must be negotiated individually. Binding effect arises from the signature of both parties and the effective linking with framework agreements in procurement or individual purchase orders. It is important to clearly regulate what happens in the event of a breach, for example rework, additional work or special inspections at the supplier's expense.

## Contents and building blocks of a QAA

A practicable quality assurance agreement follows a clear structure. It begins with the scope of application and then defines requirements for the management system, process, product and communication. Depending on the industry, industry-specific requirements such as purity specifications or verifiable batch traceability complement the catalogue.

### Requirements for the quality management system

As a standard, customers require a certified QMS in accordance with ISO 9001, in the automotive industry IATF 16949, in medical technology ISO 13485. The QAA specifies which certificates must be presented and how certification gaps are to be handled. In addition, the customer's audit and visitation rights are formulated, typically with lead times of a few weeks.

### Inspection processes, documentation and evidence

The core elements are provisions on the sample part, the inspection effort and the documents to be submitted, such as measurement reports, works certificates or first article sampling documentation. The QAA defines which characteristics must be inspected 100 per cent and which sampling plans apply. Retention periods for records and traceability via batch or serial numbers also belong here.

### Complaint and change processes

The agreement regulates the notification of non-conformances, deadlines for immediate actions and the submission of 8D reports as well as the handling of blocked stock. Changes to product or process generally require prior approval by the customer, closely related to the concept of design freeze for developed parts. Escalation levels and points of contact on both sides are also named.

## Methods and procedure for concluding a QAA

In practice, conclusion follows a multi-stage process that is closely interlinked with supplier management. Template, negotiation and signature alone are not enough; what is decisive is the operational implementation in day-to-day business.

### From supplier audit to signature

Typically, the process begins with supplier selection based on defined suitability criteria, followed by a supplier audit or a self-assessment questionnaire. On this basis, the customer creates a QAA template, which the supplier reconciles with the supplier declaration. Negotiation points usually concern inspection scopes, response times and cost coverage for special inspections.

### Operational implementation and monitoring

After signature, the QAA must be anchored in day-to-day operations: release notes in the Procure-to-Pay (P2P) process, reference in order documents and stored inspection requirements at goods receipt. Quarterly Business Review (QBR) meetings are suitable for discussing quality topics with the supplier in a structured manner. In practice, rulebooks are frequently stored digitally so that inspection instructions are not lost in text files.

### Differentiation by product group

Not every supplier needs the same contractual depth. For C-parts, a slimmed-down version with basic clauses is often sufficient, while safety-relevant or customer-critical components demand detailed

provisions on series and process monitoring. This differentiation lowers process costs on both the buyer and supplier side.

## **Key metrics and monitoring of the QAA**

The benefit of a quality assurance agreement is reflected in measurable quality and process metrics. They serve both the supplier evaluation and the internal steering of the supplier management process.

### **Quality metrics of the supplier evaluation**

Key metrics are the supplier failure rate, ppm figure (parts per million), complaint rate and on-time delivery. In practice, guideline values are ppm targets in the low double-digit range for series parts and a goods receipt rejection rate significantly below one per cent. Values are typically evaluated monthly or quarterly as part of the supplier evaluation.

### **Metrics for process effectiveness**

In addition to product quality, the response time to complaints, the lead time of 8D reports and the proportion of measures closed on time also count. These KPIs show whether the QAA is being lived or remains a paper exercise. Data-based analyses – for example via data analysis in procurement – help to identify patterns across suppliers and product groups.

## **Risks, limitations and legal aspects**

Despite all its advantages, the QAA has typical weak points: overly ambitious requirements, lack of enforcement and unclear liability attribution. Those who know these risks can eliminate them from the outset.

### **Typical mistakes in the QAA**

Common problems are unquantified inspection specifications ("according to state of the art"), missing cost reimbursement provisions for special inspections and QAA documents that were never linked to the valid framework agreement. A one-sided, customer-friendly draft contract also often delays signing for months. Realistic, negotiable content significantly increases acceptance.

### **Liability, export and supply chain**

The QAA does not replace statutory liability provisions but complements them; liability limitations should be aligned with legal review in each individual case. For international supplier relationships, Incoterms such as DAP, export control requirements for dual-use goods and accompanying documents such as the EUR.1 preference certificate must be observed. Reputational risk in procurement arises above all when quality defects reach the end customer despite documented breaches of duty by the supplier.

### **QAA and digital quality processes**

More and more companies manage QAA content in supplier portals or QM systems, where inspection requirements are automatically applied to purchase orders. This reduces manual coordination and makes quality data usable for data lake analyses. The prerequisite is a consistent data basis and clear governance in category management, so that category teams apply uniform standards.

## Current developments: from the QAA to networked quality assurance

The classic paper-based QAA is evolving towards dynamic, data-based quality partnerships. Drivers are digitalisation, increasing evidence obligations and the growing pressure on resilient supply chains.

### Supply chain and evidence obligations

Regulatory requirements for supply chains increase the documentation scope in quality agreements as well, for example on material traceability or social standards. QAAs and sustainability enquiries are increasingly merging into integrated supplier agreements. Buyers should provide for clarification mechanisms that allow additional requirements without negotiating amendments.

### Securing quality as early as the procurement phase

Quality assurance starts earlier today: QAA-relevant requirements are already defined during prototype procurement and sampling. An innovation roadmap with suppliers links quality objectives with joint development projects and idea evaluation. In this way, the one-sided inspection agreement becomes a partnership-based quality strategy across the entire life cycle.

## Typical metrics

### Supplier ppm figure: < 100 ppm

common guideline value for series parts, considerably lower depending on the industry

### Supplier complaint rate: < 2 %

proportion of rejected deliveries, used as a guideline for supplier evaluation

### 8D response time: < 48 hours

typical deadline for immediate actions after notification of a non-conformance

### Goods receipt rejection rate: < 1 %

proportion of rejected receipt items as a process metric

## Practical example

A medium-sized mechanical engineering company with around 200 active suppliers repeatedly had problems with dimensional deviations in purchased steel components. Complaints were handled unstructured by e-mail, liability issues remained unresolved and the cost of defects burdened the margins of critical projects. The company therefore introduced a tiered QAA strategy.

- Introduction of a standard QAA for A- and B-suppliers, a shortened procurement version for C-parts
- Anchoring of inspection requirements in the Procure-to-Pay (P2P) process with an automatic reference in every purchase order
- Quarterly Quarterly Business Review (QBR) with the ten most important suppliers, including ppm and 8D analyses
- Mandatory 8D reports with defined deadlines and cost reimbursement for commissioned special inspections

## Conclusion

For technical buyers, the quality assurance agreement is the central steering instrument for securing

product quality contractually and reducing complaint costs. What matters is not so much the length of the contract as its precision: verifiable requirements, clear reporting processes and realistic sanctions. Supplemented by supplier audits, regular QBR meetings and a consistent supplier evaluation, the QAA turns from a formal document into a living steering instrument. Those who integrate QAA content digitally into ordering and quality processes also create the data basis for continuous improvement. In the end, the effort typically pays off after just a few avoided complaint cases.

## **Frequently asked questions**

### **What belongs in a quality assurance agreement?**

Typical contents are the scope of application, requirements for the quality management system, inspection plans and documentation obligations, complaint and 8D processes, change management, audit rights as well as cost and liability provisions. In addition, escalation routes and points of contact are named. The scope should be tiered according to product groups and criticality.

### **Is a quality assurance agreement legally binding?**

Yes, a signed QAA is a contractually effective agreement or an effective contractual annex. What is decisive is the link to the framework agreement or the purchase orders. The specific wording, in particular regarding liability and contractual penalties, should be reviewed by legal counsel.

### **When should a QAA be concluded?**

Ideally before the first series delivery, but at the latest during supplier onboarding. For critical components, the QAA is often agreed even before prototype procurement and sampling, so that requirements apply from the outset. Amendments are possible but require renewed alignment.

### **What is the difference between a QAA and a supplier audit?**

The audit is a snapshot of a supplier's capabilities, whereas the QAA permanently establishes contractual obligations. Audits often serve to prepare for or monitor the implementation of the QAA. Both instruments complement each other in supplier management.

### **How do you enforce a QAA with suppliers?**

What matters is anchoring in ordering processes, measurable KPIs such as ppm figures and complaint rates, and fixed review dates such as the Quarterly Business Review. Binding sanctions in the event of violations – such as cost coverage for special inspections – increase enforceability. Without operational monitoring, any QAA remains ineffective.

### **Does every supplier need a QAA?**

No, in practice a tiered approach is used. For standard C-parts, a slimmed-down version or a reference to the general terms and conditions of purchase is often sufficient, while A-suppliers and safety-relevant parts receive detailed agreements. The structure follows the criticality of the commodity class and the reputational risk in procurement.