



NATO Communications and Information Agency
Agence OTAN d'information et de communication

**PROVIDE INFORMATION EXCHANGE GATEWAY (IEG) SOLUTIONS
BETWEEN NATO SECRET AND NATO-LED MISSION SECRET
DOMAINS**

IFB-CO-14314-IEG-C

BOOK II

THE PROSPECTIVE CONTRACT

GENERAL INDEX

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III Contract General Provisions

Part IV Statement of Work and Annex, SRS

SIGNATURE SHEET

NCI Agency PURCHASE ORDER	
1. Original Number __ of	2. PO Number :
3. Contract Number: CO-14314-IEG-C	4. Effective date (EDC): SEE BLOCK 17
5. Contractor: Director	6. Purchaser: The General Manager NATO Communications and Information Agency Boulevard Leopold III B-1110 Bruxelles Tel: +32(0) 6544 6103
7. CONTRACT SCOPE: This is a Firm Fixed Price contract for the provision provision of an Information Exchange Gateway (IEG) solutions between NATO Secret and NATO-LED Mission Secret Domains. The Contractor shall deliver the items specified in the Schedule of Supplies and Services in the manner and at the time and location specified in the terms of this Contract and the Statement of Work and Annexes.	
8. TOTAL AMOUNT OF CONTRACT : _____ Currency – Excluding VAT Firm Fixed Price	
9. PERIOD OF PERFORMANCE As stated in Schedule of Supplies and Services and Special Provisions	10. DELIVERY SITE As stated in Schedule of Supplies and Services and Special Provisions. Incoterms 2020
11. CONTRACT This Contract consists of the following parts and named documents: <ol style="list-style-type: none"> a) Part I Schedule of Supplies and Services b) Part II Special Contract Provisions and Annexes c) Part III General Contract Provisions d) Part IV Statement of Work and Annexes e) Contractor's proposal dated ____2021 and subsequent clarifications. f) In the event of any conflict or inconsistencies between or among any of the documents comprising this Contract, the order of priority specified in Clause 2 of Part II shall apply. 	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser



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**PROVIDE INFORMATION EXCHANGE GATEWAY (IEG)
SOLUTIONS BETWEEN NATO SECRET AND NATO-LED
MISSION SECRET DOMAINS**

IFB-CO-14314-IEG-C

BOOK II

PART I

SCHEDULE OF SUPPLIES AND SERVICES

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CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price
								Declare Currency =>	
1.0	CLIN 1 (BASE-EVALUATED) - WP 2.1 Achieve FAT								
1.1	Project Management Plan(s) and Documents	Section 4	EDC + 4 Weeks through Project Lifecycle	Project Website	Meeting, Electronic	set	1		-
1.2	System Requirements Analysis and Review	Section 3.3	EDC + 2 Months	Project Website	Meeting, Electronic	set	1		-
1.3	System Design (Preliminary Design Review)	Section 3.4	EDC + 3 Months	Project Website	Meeting, Electronic	set	1		-
1.4	System Design (Critical Design Review)	Section 3.5	EDC + 6 Months	Project Website	Meeting, Electronic	set	1		-
1.5	Replicate NS and MS environments for tests	Section 5.1	EDC + 9 Months	Contractor Premises	HW/SW/Labour/Electronic	set	1		-
1.6	System Design (Factory Acceptance Tests)	Section 3.6	EDC + 9 Months	Project Website	Meeting, Electronic	set	1		-
1.7	Mail Guard	Section 1.2.8	EDC + 9 Months	Contractor Premises	HW/SW/Labour/Electronic	ea	11		-
1.8	Web Guard	Section 1.2.4	EDC + 9 Months	Contractor Premises	HW/SW/Labour/Electronic	ea	11		-
1.9	Security Accreditation Documentation	Section 10.3	2 weeks before CDR	Project Website	Meeting, Electronic	set	1		-
1.10	Acceptance of IEG-C security accreditation package	Section 3.7	EDC + 13 Months	Project Website	Meeting, Electronic	set	1		-
1.11	Post-Accreditation Activities	Section 10.1	EDC + 27 Months	Project Website	Meeting, Electronic	set	1		-
1.12	Integrated Logistics Support Plan (ILSP)	Section 6.2	EDC + 3 Months, EDC + 6 Months, EDC + 12 Months	Project Website	Meeting, Electronic	set	1		-
1.13	Support Case	Section 6.4	EDC + 3 Months, EDC + 6 Months	Project Website	Meeting, Electronic	set	1		-
1.14	Technical Documentation (Manuals and As-built documentation)	Section 6.5	EDC + 10 months	Project Website	Meeting, Electronic	set	1		-
1.15	Training Plan and TNA Report	Section 6.6	EDC + 3 Months, EDC + 6 Months, EDC + 9 Months	Project Website	Meeting, Electronic	set	1		-
1.16	Training Course Materials	Section 6.6	EDC + 10 Months	NCIA	Paper, Electronic	set	1		-
1.17	Configuration Management (CMP, CMDB, Issue and Change Log, CSAR, SW versioning Tools, Configuration Audits)	Section 12	EDC + 6 Months	Project Website	Meeting, Electronic	set	1		-
1.18	System Test Documentation Package (MPTP, Test Plans, RTM, Procedures)	Section 8	EDC + 4 , EDC+8	Project Website	Meeting, Electronic	set	1		-
TOTAL PRICE CLIN 1									
2.0	CLIN 2 (BASE-EVALUATED) - WP 2.2 Installation of the Reference System IEG-C-01 SHAPE								
2.1	Project Management	Section 4	EDC + 9mo through Project Lifecycle	Project Website	Meeting, Electronic	set	1		-
2.2	Site Survey	Section 9	EDC + 9 Months	SHAPE	Electronic	set	1		-
2.3	Site Installation	Section 7.5	EDC + 11 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
2.4	Security Accreditation Documentation and Reports (update)	Section 10.3	EDC + 13 Months	Project Website	Meeting, Electronic	set	1		-
2.5	SIT + SAT + UAT	Section 3.8	EDC + 13 Months	Project Website	Meeting, Electronic	set	1		-

2.6	Technical Documentation (Manuals and As-built documentation) (update)	Section 6.5	EDC + 12 Months	Project Website	Meeting, Electronic	set	1		-
2.7	Training Course Materials (update)	Section 6.6	EDC + 12 Months	Project Website	Meeting, Electronic	set	1		-
2.8	Configuration Management (CMP, CMDB, Issue and Change Log, CSAR, SW versioning Tools, Configuration Audits) (update)	Section 12	EDC + 12 Months	Project Website	Meeting, Electronic	set	1		-
2.9	Training Courses (i.e. Administrator and Test Crew Training)	Section 6.9	EDC + 13 Months	On-Site	Training course	set	1		-
2.10	Initial Operational Support (including CLIN 3 scope)	Section 6.9	FSA	On-Site/Off-Site (as required)	Labour	set	1		-
2.11	Warranty (including CLIN 3 scope)	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	warranty	1		-
TOTAL PRICE CLIN 2									
3.0									
CLIN 3 (BASE-EVALUATED) - WP2.3 Integration into NATO Enterprise/IEG-C Central Management									
3.1	Project Management	Section 4	EDC + 9mo through Project Lifecycle	Project Website	Meeting, Electronic	set	1		-
3.2	Site Survey	Section 9	EDC + 9 Months	SHAPE	Electronic	set	1		-
3.3	Site Installation	Section 7.5	EDC + 11 Months	SHAPE	Meeting, Electronic	set	1		-
3.4	Security Accreditation Documentation and Reports (update)	Section 10.3	EDC + 13 Months	Project Website	Meeting, Electronic	set	1		-
3.5	SIT + SAT + UAT	Section 3.8	EDC + 13 Months	Project Website	Meeting, Electronic	set	1		-
3.6	Service Delivery Management Suite/Border Protection Services integration	Section 1.2.6	EDC + 20 Months	Project Website	Meeting, Electronic	set	1		-
3.7	SMC Monitoring of the IEG-C System (main and alternate site)	Section 3.10	EDC + 20 Months	Project Website	Meeting, Electronic	set	1		-
3.8	Integrated Logistics Support Plan (ILSP) update	Section 6.2	EDC + 13 Months	Project Website	Meeting, Electronic	set	1		-
3.9	Technical Documentation (Manuals and As-built documentation) (update)	Section 6.5	EDC + 12 Months	Project Website	Meeting, Electronic	set	1		-
3.10	Training Course Materials (update)	Section 6.6	EDC + 12 Months	Project Website	Meeting, Electronic	set	1		-
3.11	Configuration Management (CMP, CMDB, Issue and Change Log, CSAR, SW versioning Tools, Configuration Audits) (update)	Section 12	EDC + 12 Months	Project Website	Meeting, Electronic	set	1		-
3.12	Training Courses (i.e. Administrator and Test Crew Training)	Section 6.6	EDC + 13 Months	On-Site	Training course	set	1		-
3.13	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
3.14	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 3									
4.0									
CLIN 4 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-02 SHAPE NRF									
4.1	Project Management	Section 4	EDC + 20 Months	Project Website	Electronic	set	1		-

4.2	Site Survey	Section 9	EDC + 20 Months	SHAPE	Electronic	set	1		-
4.3	Site Installation	Section 7.5	EDC + 20 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
4.4	Deployment Authorization	Section 3.9	EDC + 20 Months	Project Website	Electronic	set	1		-
4.5	Site Acceptance	Section 3.12	EDC + 20 Months	Project Website	Electronic	set	1		-
4.6	Site Security Accreditation	Section 10.3	EDC + 20 Months	Project Website	Meeting, Electronic	set	1		-
4.7	Provisional System Acceptance	Section 3.10	EDC + 20 Months	Project Website	Meeting, Electronic	set	1		-
4.8	Integrated Logistics Support Plan (ILSP) update	Section 6.2	EDC + 20 Months	Project Website	Electronic	set	1		-
4.9	Technical Documentation (Manuals and As-built documentation) (update)	Section 6.5	EDC + 18 Months	Project Website	Electronic	set	1		-
4.10	Training Course Materials (update)	Section 6.6	EDC + 18 Months	Project Website	Electronic	set	1		-
4.11	Configuration, Issues and Changes Management Package and Plan (update)	Section 12	EDC + 18 Months	NCIA	Electronic	set	1		-
4.12	Training Courses (All)	Section 6.6	EDC + 20 Months	On-Site	Training course	set	1		-
4.13	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
4.14	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 20 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
4.15	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
TOTAL PRICE CLIN 4									
CLIN 5 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-03 SHAPE VJTF									
5.0									
5.1	Project Management	Section 4	EDC + 21 Months	Project Website	Electronic	set	1		-
5.2	Site Survey	Section 9	EDC + 21 Months	SHAPE	Electronic	set	1		-
5.3	Installation	Section 7.5	EDC + 21 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
5.4	Site accreditation	Section 10.3	EDC + 21 Months	Project Website	Electronic	set	1		-
5.5	Validation and Acceptance	Section 3.12	EDC + 21 Months	Project Website	Electronic	set	1		-
5.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 20 Months	Project Website	Electronic	set	1		-
5.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 21 Months	On-Site	Electronic	set	1		-
5.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 21 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
5.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
5.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-

TOTAL PRICE CLIN 5									
6.0	CLIN 6 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-04 SHAPE Exercise 1								
6.1	Project Management	Section 4	EDC + 21 Months	Project Website	Electronic	set	1		-
6.2	Site Survey	Section 9	EDC + 21 Months	SHAPE	Electronic	set	1		-
6.3	Installation	Section 7.5	EDC + 21 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
6.4	Site accreditation	Section 10.3	EDC + 21 Months	Project Website	Electronic	set	1		-
6.5	Validation and Acceptance	Section 3.12	EDC + 21 Months	Project Website	Electronic	set	1		-
6.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 20 Months	Project Website	Electronic	set	1		-
6.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 21 Months	On-Site	Electronic	set	1		-
6.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 21 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
6.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
6.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 6									
7.0	CLIN 7 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-05 JWC Exercise 1								
7.1	Project Management	Section 4	EDC + 22 Months	Project Website	Electronic	set	1		-
7.2	Site Survey	Section 9	EDC + 22 Months	SHAPE	Electronic	set	1		-
7.3	Installation	Section 7.5	EDC + 22 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
7.4	Site accreditation	Section 10.3	EDC + 22 Months	Project Website	Electronic	set	1		-
7.5	Validation and Acceptance	Section 3.12	EDC + 22 Months	Project Website	Electronic	set	1		-
7.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 20 Months	Project Website	Electronic	set	1		-
7.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 21 Months	On-Site	Electronic	set	1		-
7.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 22 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
7.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
7.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 7									

8.0	CLIN 8 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-06 JWC Exercise 2								
8.1	Project Management	Section 4	EDC + 22 Months	Project Website	Electronic	set	1		-
8.2	Site Survey	Section 9	EDC + 22 Months	SHAPE	Electronic	set	1		-
8.3	Installation	Section 7.5	EDC + 22 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
8.4	Site accreditation	Section 10.3	EDC + 22 Months	Project Website	Electronic	set	1		-
8.5	Validation and Acceptance	Section 3.12	EDC + 22 Months	Project Website	Electronic	set	1		-
8.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 20 Months	Project Website	Electronic	set	1		-
8.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 21 Months	On-Site	Electronic	set	1		-
8.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 22 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
8.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
8.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 8									
9.0	CLIN 9 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-07 EUROCORPS								
9.1	Project Management	Section 4	EDC + 23 Months	Project Website	Electronic	set	1		-
9.2	Site Survey	Section 9	EDC + 23 Months	SHAPE	Electronic	set	1		-
9.3	Installation	Section 7.5	EDC + 23 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
9.4	Site accreditation	Section 10.3	EDC + 23 Months	Project Website	Electronic	set	1		-
9.5	Validation and Acceptance	Section 3.12	EDC + 23 Months	Project Website	Electronic	set	1		-
9.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 21Months	Project Website	Electronic	set	1		-
9.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 22 Months	On-Site	Electronic	set	1		-
9.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 23 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
9.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
9.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 9									
10.0	CLIN 10 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-08 ARRC								
10.1	Project Management	Section 4	EDC + 24 Months	Project Website	Electronic	set	1		-

10.2	Site Survey	Section 9	EDC + 24 Months	SHAPE	Electronic	set	1		-
10.3	Installation	Section 7.5	EDC + 24 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
10.4	Site accreditation	Section 10.3	EDC + 24 Months	Project Website	Electronic	set	1		-
10.5	Validation and Acceptance	Section 3.12	EDC + 24 Months	Project Website	Electronic	set	1		-
10.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 22 Months	Project Website	Electronic	set	1		-
10.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 23 Months	On-Site	Electronic	set	1		-
10.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 24 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
10.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
10.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 10									
CLIN 11 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-09 JFC									
11.1	Project Management	Section 4	EDC + 25 Months	Project Website	Electronic	set	1		-
11.2	Site Survey	Section 9	EDC + 25 Months	SHAPE	Electronic	set	1		-
11.3	Installation	Section 7.5	EDC + 25 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
11.4	Site accreditation	Section 10.3	EDC + 25 Months	Project Website	Electronic	set	1		-
11.5	Validation and Acceptance	Section 3.12	EDC + 25 Months	Project Website	Electronic	set	1		-
11.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 23 Months	Project Website	Electronic	set	1		-
11.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 24 Months	On-Site	Electronic	set	1		-
11.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 25 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
11.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
11.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 11									
CLIN 12 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-10 JFC NRF STBY									
12.1	Project Management	Section 4	EDC + 26 Months	Project Website	Electronic	set	1		-
12.2	Site Survey	Section 9	EDC + 26 Months	SHAPE	Electronic	set	1		-
12.3	Installation	Section 7.5	EDC + 26 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-

12.4	Site accreditation	Section 10.3	EDC + 26 Months	Project Website	Electronic	set	1		-
12.5	Validation and Acceptance	Section 3.12	EDC + 26 Months	Project Website	Electronic	set	1		-
12.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 24 Months	Project Website	Electronic	set	1		-
12.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 25 Months	On-Site	Electronic	set	1		-
12.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 26 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
12.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
12.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 12									
13.0	CLIN 13 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-11 JFTC								
13.1	Project Management	Section 4	EDC + 27 Months	Project Website	Electronic	set	1		-
13.2	Site Survey	Section 9	EDC + 27 Months	SHAPE	Electronic	set	1		-
13.3	Installation	Section 7.5	EDC + 27 Months	SHAPE	HW/SW/Labour/Electronic	set	1		-
13.4	Site accreditation	Section 10.3	EDC + 27 Months	Project Website	Electronic	set	1		-
13.5	Validation and Acceptance	Section 3.12	EDC + 27 Months	Project Website	Electronic	set	1		-
13.6	Documentation (Rev, As-Built, updated design documentation and manuals as necessary)	Section 6.5	EDC + 25 Months	Project Website	Electronic	set	1		-
13.7	Training (i.e. Updated materials and Transition Training)	Section 6.6	EDC + 26 Months	On-Site	Electronic	set	1		-
13.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	EDC + 27 Months	NCIA	HW/SW/Labour/Electronic	set	1		-
13.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
13.10	Warranty	Section 6.10	FSA + 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
TOTAL PRICE CLIN 13									
14.0	CLIN 14 (BASE-EVALUATED) - WP4 Decommissioning Legacy Gateways								
14.1	Site Surveys	Section 9	EDC + 6 Months and as changes occur	Project Website	Electronic	set	1		-
14.2	Removal of the equipment	10.4	EDC + 27 Months	Local Site	HW/SW/Labour/Electronic	set	1		-
14.3	Verification and documentation update	10.4	EDC + 27 Months	Project Website	Labour/Electronic	set	1		-
14.4	Final System Acceptance (FSA)	Section 3.12	EDC + 27 Months	Project Website	Meeting, Electronic	set	1		-

TOTAL PRICE CLIN 14									
Total Firm Fixed Price- Base Contract									

OPTIONAL CLINS- Non Evaluated									
15.0	CLIN 15 (OPTION-NON EVALUATED) - WP6 Hardware Purchase Mandatory Sites								
15.1	Servers/Virtualisation Server (Rack Mount)	Section 16.2	TBC	On-Site	HW	set	1		-
15.2	Switch	Section 16.2	TBC	On-Site	HW	set	1		-
15.3	Rack, UPS, Cabling	Section 16.2	TBC	On-Site	HW	set	1		-
15.4	Firewall	Section 16.2	TBC	On-Site	HW	set	1		-
15.5	Management Capability HW	Section 16.2	TBC	On-Site	HW	set	1		-
15.6	Initial spares for Mandatory sites	Section 16.2	TBC	On-Site	spare parts	set	1		-
15.7	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
15.8	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
15.9	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-
TOTAL PRICE CLIN 15									
16.0	CLIN 16 (OPTION-NON EVALUATED) - WP7 Cyber Monitoring Capability (former NCIRC)								
16.1	Site Survey	Section 16.3	TBC	On-Site	Electronic	set	1		-
16.2	Incorporation in IEG-C design	Section 16.3	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
16.3	Installation	Section 16.3	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
16.4	Integration and testing Mandatory Sites and Management Suite	Section 16.3	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
16.5	Integration and testing Optional Sites	Section 16.3	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
16.6	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
16.7	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
16.8	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-

TOTAL PRICE CLIN 16									
17.0	CLIN 17 (OPTION-NON EVALUATED) - WP11 Hardware Purchase Optional Sites								
17.1	Servers/Virtualisation Server (Rack Mount)	Section 16.2	TBC	On-Site	Electronic	set	1		-
17.2	Switch	Section 16.2	TBC	On-Site	Electronic	set	1		-
17.3	Rack, UPS, Cabling	Section 16.2	TBC	On-Site	Electronic	set	1		-
17.4	Firewall	Section 16.2	TBC	On-Site	Electronic	set	1		-
17.5	Initial spares for Optional sites	Section 16.2	TBC	On-Site	Electronic	set	1		-
17.6	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
17.7	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
17.8	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-
TOTAL PRICE CLIN 17									
18.0	CLIN 18 (OPTION-NON EVALUATED) - WP12 Installation of Optional Gateways - IEG-C-13 RSM								
18.1	Project Management	Section 4	TBC	Project Website	Electronic	set	1		-
18.2	Site Survey	Section 9	TBC	On-Site	Electronic	set	1		-
18.3	Installation	Section 7.5	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
18.4	Site accreditation	Section 10.3	TBC	Project Website	Electronic	set	1		-
18.5	Validation and Acceptance	Section 3.12	TBC	Project Website	Electronic	set	1		-
18.6	Documentation (Rev. As-Built)	Section 6.5	TBC	Project Website	Electronic	set	1		-
18.7	Training	Section 6.6	TBC	Project Website	Electronic	set	1		-
18.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	TBC	NCIA	HW/SW/Labour/Electronic	set	1		-
18.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
18.10	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
18.11	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-
TOTAL PRICE CLIN 18									

19.0	CLIN 19 (OPTION-NON EVALUATED) - WP12 Installation of Optional Gateways - IEG-C-14 KFOR								
19.1	Project Management	Section 4	TBC	Project Website	Electronic	set	1		-
19.2	Site Survey	Section 9	TBC	On-Site	Electronic	set	1		-
19.3	Installation	Section 7.5	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
19.4	Site accreditation	Section 10.3	TBC	Project Website	Electronic	set	1		-
19.5	Validation and Acceptance	Section 3.12	TBC	Project Website	Electronic	set	1		-
19.6	Documentation (Rev, As-Built)	Section 6.5	TBC	Project Website	Electronic	set	1		-
19.7	Training	Section 6.6	TBC	Project Website	Electronic	set	1		-
19.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	TBC	NCIA	HW/SW/Labour/Electronic	set	1		-
19.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
19.10	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
19.11	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-
TOTAL PRICE CLIN 19									
20.0	CLIN 20 (OPTION-NON EVALUATED) - WP12 Installation of Optional Gateways - IEG-C-15 EUFOR								
20.1	Project Management	Section 4	TBC	Project Website	Electronic	set	1		-
20.2	Site Survey	Section 9	TBC	On-Site	Electronic	set	1		-
20.3	Installation	Section 7.5	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
20.4	Site accreditation	Section 10.3	TBC	Project Website	Electronic	set	1		-
20.5	Validation and Acceptance	Section 3.12	TBC	Project Website	Electronic	set	1		-
20.6	Documentation (Rev, As-Built)	Section 6.5	TBC	Project Website	Electronic	set	1		-
20.7	Training	Section 6.6	TBC	Project Website	Electronic	set	1		-
20.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	TBC	NCIA	HW/SW/Labour/Electronic	set	1		-
20.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
20.10	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
20.11	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-

TOTAL PRICE CLIN 20									
21.0	CLIN 21 (OPTION-NON EVALUATED) - WP12 Installation of Optional Gateways - IEG-C-16 JFC OS								
21.1	Project Management	Section 4	TBC	Project Website	Electronic	set	1		-
21.2	Site Survey	Section 9	TBC	On-Site	Electronic	set	1		-
21.3	Installation	Section 7.5	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
21.4	Site accreditation	Section 10.3	TBC	Project Website	Electronic	set	1		-
21.5	Validation and Acceptance	Section 3.12	TBC	Project Website	Electronic	set	1		-
21.6	Documentation (Rev, As-Built)	Section 6.5	TBC	Project Website	Electronic	set	1		-
21.7	Training	Section 6.6	TBC	Project Website	Electronic	set	1		-
21.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	TBC	NCIA	HW/SW/Labour/Electronic	set	1		-
21.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
21.10	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
21.11	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-
TOTAL PRICE CLIN 21									
22.0	CLIN 22 (OPTION-NON EVALUATED) - WP12 Installation of Optional Gateways - IEG-C-17 JFC RSM								
22.1	Project Management	Section 4	TBC	Project Website	Electronic	set	1		-
22.2	Site Survey	Section 9	TBC	On-Site	Electronic	set	1		-
22.3	Installation	Section 7.5	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
22.4	Site accreditation	Section 10.3	TBC	Project Website	Electronic	set	1		-
22.5	Validation and Acceptance	Section 3.12	TBC	Project Website	Electronic	set	1		-
22.6	Documentation (Rev, As-Built)	Section 6.5	TBC	Project Website	Electronic	set	1		-
22.7	Training	Section 6.6	TBC	Project Website	Electronic	set	1		-
22.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	TBC	NCIA	HW/SW/Labour/Electronic	set	1		-
22.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
22.10	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
22.11	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-

				required)					
TOTAL PRICE CLIN 22									
23.0	CLIN 23 (OPTION-NON EVALUATED) - WP12 Installation of Optional Gateways - IEG-C-18 ACP								
23.1	Project Management	Section 4	TBC	Project Website	Electronic	set	1		-
23.2	Site Survey	Section 9	TBC	On-Site	Electronic	set	1		-
23.3	Installation	Section 7.5	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
23.4	Site accreditation	Section 10.3	TBC	Project Website	Electronic	set	1		-
23.5	Validation and Acceptance	Section 3.12	TBC	Project Website	Electronic	set	1		-
23.6	Documentation (Rev, As-Built)	Section 6.5	TBC	Project Website	Electronic	set	1		-
23.7	Training	Section 6.6	TBC	Project Website	Electronic	set	1		-
23.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	TBC	NCIA	HW/SW/Labour/Electronic	set	1		-
23.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
23.10	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-
23.11	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-
TOTAL PRICE CLIN 23									
24.0	CLIN 24 (OPTION-NON EVALUATED) - WP12 Installation of Optional Gateways - IEG-C-12 NSF								
24.1	Project Management	Section 4	TBC	Project Website	Electronic	set	1		-
24.2	Site Survey	Section 9	TBC	On-Site	Electronic	set	1		-
24.3	Installation	Section 7.5	TBC	On-Site	HW/SW/Labour/Electronic	set	1		-
24.4	Site accreditation	Section 10.3	TBC	Project Website	Electronic	set	1		-
24.5	Validation and Acceptance	Section 3.12	TBC	Project Website	Electronic	set	1		-
24.6	Documentation (Rev, As-Built)	Section 6.5	TBC	Project Website	Electronic	set	1		-
24.7	Training	Section 6.6	TBC	Project Website	Electronic	set	1		-
24.8	Integration into SMC and Management from BPS	Section 3.10, 1.2.6	TBC	NCIA	HW/SW/Labour/Electronic	set	1		-
24.9	Initial Operational Support	Section 6.9	FSA	On-Site/Off-Site (as required)	Services	set	1		-
24.10	Warranty	Section 6.10	FSA+ 1 year	On-Site/Off-Site (as required)	Warranty	set	1		-

				required)					
24.11	Documentation and Training Update	Section 6.5 and 6.6	TBC	On-Site/Off-Site (as required)	Electronic	set	1		-
TOTAL PRICE CLIN 24									
Total Firm Fixed Price- Non-Evaluated Options									



NATO Communications and Information Agency
Agence OTAN d'information et de communication

**PROVIDE INFORMATION EXCHANGE GATEWAY (IEG)
SOLUTIONS BETWEEN NATO SECRET AND NATO-
LED MISSION SECRET DOMAINS**

IFB-CO-14314-IEG-C

BOOK II – PART II

CONTRACT SPECIAL PROVISIONS

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1 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI CONTRACT GENERAL PROVISIONS

- 1.1 Clause 7 “Participating Countries” supplements Clause 9 “Participating Countries” of the NCI Agency Contract General Provisions.
- 1.2 Clause 11 “Pricing of Changes, Modifications, Follow-on Contracts and Claims” augments Clause 19 “Pricing of Changes, Amendments and Claims” of the NCI Agency Contract General Provisions.
- 1.3 Clause 12 “Invoices and Payment” augments Clause 25 “Invoices and Payment” of the NCI Agency Contract General Provisions.
- 1.4 Clause 13 “Liquidated Damages” replaces Clause 38 “Liquidated Damages” of the NCI Agency Contract General Provisions.
- 1.5 Clause 15 “Security” augments Clause 11 “Security” of the NCI Agency Contract General Provisions.
- 1.6 Clause 22 “Warranty” augments Clause 27 “Warranty of Work (Exclusive of Software)” and Clause 30 “Software Warranty” of the NCI Agency Contract General Provisions.
- 1.7 Clause 30 “Intellectual Property” augments Clause 30 “Intellectual Property” of the NCI Agency Contract General Provisions.
- 1.8 Clause 31 “Intellectual Property Right, Indemnity and Royalties” augments Clause 29 “Patent and Copyright Indemnity” of the NCI Agency General Provisions.

2 ORDER OF PRECEDENCE

- 2.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Signature sheet
 - b. Part I - The Schedule of Supplies and Services
 - c. Part II - The Contract Special Provisions
 - d. Part III – The Contract General Provisions
 - e. Part IV – The Statement of Work (SOW) and SOW Annexes
 - f. The Contractor’s Bid including any clarifications thereto, incorporated by reference, and the formal documentation of pre-Contract discussions.

3 TYPE OF CONTRACT

- 3.1 This is a Firm Fixed Price Contract established for the supplies and services defined in Part I - Schedule of Supplies and Services and Part IV – Statement of Work.
- 3.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.
- 3.3 The Total Contract price is inclusive of all expenses related to the performance of the present contract.

4 SCOPE OF WORK

- 4.1 This project will provide the system for securing information exchange services between the NATO Secret Bi-SC AIS and the NATO-led Mission Secret networks by the implementation of secure gateways, replacing the prototype gateways in current use, and conform to recently approved NATO Metadata STANAGs (4774, 4778). The project will provide a standardized architecture for IEG-C, resolving deficiencies and improving management capabilities by including a centralized management capability. The current gateways will be upgraded, redesigned or renewed to comply with this architecture.
- 4.2 In order to fulfil that purpose the Contractor shall deliver, in consideration for the prices specified in the Schedule of Supplies and Services, in the manner and at the time and location specified and in accordance with the specifications and descriptions set forth in the Statement Of Work.

5 PLACE AND TERMS OF DELIVERY

- 5.1 Deliverables under this Contract shall be delivered DDP (Delivery Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services.

6 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 6.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 6.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed

design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

- 6.3 The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- 6.4 Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
- 6.5 Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 6.6 Notwithstanding the “Changes” clause or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

7 PARTICIPATING COUNTRIES

- 7.1 This Clause supplements Clause 9 (Participating Countries) of the Contract General Provisions.
- 7.2 Participating countries are as follows NATO nations in ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

8 TRANSPORTATION OF EQUIPMENT

- 8.1 All supplies covered under this Contract, including Purchaser Furnished Equipment (PFE), once handed over to the Contractor, and items shipped under warranty for repair or otherwise, shall be transported to and from all destinations at the responsibility of the Contractor. The

Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

9 INSPECTION AND ACCEPTANCE

- 9.1 The supplies and services to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.
- 9.2 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 9.3 Purchaser review and acceptance procedures specific to contract documentation to be submitted by the Contractor as described in Part IV, Statement of Work.
- 9.4 Inspection and Acceptance procedures are described in Clause 21 of the NCIO General Contract Provisions ("Inspection and Acceptance of work").

10 CONTRACTOR'S RESPONSIBILITY

- 10.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 10.2 For COTS items which are or could be impacted by obsolescence issues, as changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance and/or lower life-cycle support costs, or enhanced performance without a price or cost increase.
- 10.3 The Contractor will provide evidence with respect to price and performance of the equipment being proposed as well as data proving an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should

the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.

- 10.4 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software or hardware to be utilized. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this Contract.

11 PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS

- 11.1 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, in accordance with Clause 16 (Changes) of the Contract General Provisions.
- 11.2 Changes, modifications, follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 (Pricing of Changes, Amendments and Claims) of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex 1 to the Contract General Provisions.
- 11.3 Except otherwise provided for in this Contract, prices quoted for the above-mentioned changes, modifications, etc. shall have a minimum

validity period of twelve (12) months from the date of purchaser acceptance of proposal

12 INVOICES AND PAYMENT

- 12.1 This Clause augments Clause 25 of the Contract General Provisions.
- 12.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 12.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 12.4 No payment will be made if CLIN items agreed for delivery before milestones are not complete as described in bidding sheets, SSS and SoW.
- 12.5 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 12.6 No payment will be made for additional items delivered that are not specified in the contractual document.
- 12.7 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 26 (Taxes and Duties) of the Contract General Provisions.
- 12.8 CLINs will be paid as below based on Purchaser milestone approval in writing.
- 12.9 The Contractor shall be entitled to submit invoices as follows:

Number	Description	Percentage of Total Contract CLIN Price	Delivery NLT (Not Later Than)
CLIN 1	ALL PAYMENTS SHALL BE MADE UPON PURCHASER WRITTEN ACCEPTANCE		
1.1	Project Management Plan(s) and Documents	10%	EDC + 2 Months
1.4	System Design (Critical Design Review)	20%	EDC + 6 Months
1.6	System Design (Factory Acceptance Tests)	25%	EDC + 9 Months
1.10	Acceptance of IEG-C security accreditation package	25%	EDC + 13 Months
1.11	Post-Accreditation Activities	20%	EDC + 27 Months

CLINs	Description	Percentage of Total Contract CLIN Price	Delivery NLT (Not Later Than)
CLINs 2 and 3	ALL PAYMENTS SHALL BE MADE UPON PURCHASER WRITTEN ACCEPTANCE		
2.4	Security Accreditation Documentation and Reports (update)	20%	EDC + 13 Months
2.5 3.5	SIT + SAT + UAT	20%	EDC + 13 Months
3.6	Service Delivery Management Suite/Border Protection Services integration	40%	EDC + 20 Months

CLINs	Description	Percentage of Total Contract CLIN Price	Delivery NLT (Not Later Than)
CLINs 4 to 14	ALL PAYMENTS SHALL BE MADE UPON PURCHASER WRITTEN ACCEPTANCE		
4.5, 4.6, 4.7	Site accreditation, Validation and Acceptance, Provisional System Acceptance	95%	EDC + 20 Months
5.4, 5.5	Site accreditation, Validation and Acceptance	95%	EDC + 21 Months
6.4, 6.5	Site accreditation, Validation and Acceptance	95%	EDC + 21 Months
7.4, 7.5	Site accreditation, Validation and Acceptance	95%	EDC + 22 Months
8.4, 8.5	Site accreditation, Validation and Acceptance	95%	EDC + 22 Months
9.4, 9.5	Site accreditation, Validation and Acceptance	95%	EDC + 23 Months
10.4, 10.5	Site accreditation, Validation and Acceptance	95%	EDC + 24 Months
11.4, 11.5	Site accreditation, Validation and Acceptance	95%	EDC + 25 Months
12.4, 12.5	Site accreditation, Validation and Acceptance	95%	EDC + 26 Months
13.4, 13.5	Site accreditation, Validation and Acceptance	95%	EDC + 27 Months
14.2, 14.4	Removal of the Equipment, Final System Acceptance	95%	EDC + 27 Months
All CLINs	Warranty	5 %	FSA + 1 Year

12.10 Evidence of the acceptance by the Purchaser shall be attached to all invoices.

12.11 The Purchaser is released from paying any interest resulting from any reason whatsoever.

12.12 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or

deliverable shall be prepared and submitted as specified hereafter and shall contain:

- 12.12.1 Contract number CO-14314-IEG-C
- 12.12.2 Purchase Order number (TBD at Contract Award)
- 12.12.3 Contract Amendment number (if any)
- 12.12.4 Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.
- 12.12.5 Bank Account details for International wire transfers

12.13 The invoice shall contain the following certificate:

“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received”. The certificate shall be signed by a duly authorised company official on the designated original.

12.14 Invoices referencing “CO-14314-IEG-C/ PO (TBD at Contract Award)” shall be submitted in electronic format to:

AccountsPayable@ncia.nato.int

An Electronic copy shall be sent to the Contracting Officer, at the email address specified in the clause “Contract Administration”.

12.15 NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

13 LIQUIDATED DAMAGES

13.1 This Clause replaces Clause 38 (Liquidated Damages) of the Contract General Provisions.

13.2 If the Contractor fails to:

13.2.1 meet the delivery schedule of the Deliverables or any specified major performance milestones or required performance dates specified in the Schedule of Supplies and Services to this Contract, or any extension thereof, or

13.2.2 deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract, the actual damage to the Purchaser for the

delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 1% (one per cent) per day of the associated payment set forth in the schedule of payments provided in Clause 11 of the Contract Special Provisions.

- 13.3 In addition to the liquidated damages, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default) of the Contract General Provisions. In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 39.5 (Termination for Default) of the Contract General Provisions.
- 13.4 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default) of the Contract General Provisions. In such event, subject to the provisions of Clause 41 (Disputes) of the Contract General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.
- 13.5 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 12.2.2 above to 15% of the value of each line item individually and an aggregate sum of all delinquent items not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 13.6 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a) By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b) By proceeding against any surety or deducting from the Performance Guarantee if any
 - c) By reclaiming such damages through appropriate legal remedies.
- 13.7 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

14 SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS

- 14.1 If any supplemental agreements, documents and permissions are introduced after Contract award, the execution of which by the Purchaser is/ are required by national law or regulation, and it is

determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

- 14.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Parties and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

15 SECURITY

- 15.1 This Clause augments Clause 11 (Security) of the Contract General Provisions.
- 15.2 The security classification of this Contract is NATO UNCLASSIFIED.
- 15.3 In the performance of all works under this Contract it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO and National security regulations as implemented by the Purchaser and by the local authorities.
- 15.4 Contractor and /or Subcontractor personnel employed under this Contract that will require access to locations, such as sites and headquarters, where classified material and information up to and including "NATO SECRET" are handled shall be required to have a NATO security clearance up to this level. Contractor personnel who need System Administrator or Operator privileges when working on

NATO SECRET systems shall be required to hold NATO CTS (Cosmic Top Secret) clearances.

- 15.5 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations.
- 15.6 The Contractor will be required to handle and store classified material to the level of “NATO SECRET”.
- 15.7 It shall be the Contractor’s responsibility to obtain the appropriate personnel and facility clearances to the levels stated in the preceding paragraphs and to have such clearances confirmed to the Purchaser by the relevant National security authority for the duration of the Contract in its entirety.
- 15.8 Failure to obtain or maintain the required level of security for Contractor personnel and facilities for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Clause 39 (Termination for Default) of the Contract General Provisions.
- 15.9 The Contractor shall note that there are restrictions regarding the carriage and use of electronic device (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

16 KEY PERSONNEL

16.1 The designated Contractor personnel fulfilling the roles as described in Statement of Work are considered Key Personnel for successful Contract performance and are subject to the provisions of this Clause as set forth in the following paragraphs.

16.2 The following individuals are identified as Key Personnel under this Contract:

Role	Name
Project Manager (PM)	To be completed based on proposal
Technical Lead (TL) (Senior System Engineer)	To be completed based on proposal
Senior Test Engineer	To be completed based on proposal
Other (TBD by Bidder)	To be completed based on proposal

16.3 Under the terms of this Clause, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract unless

approved by the Purchaser. In cases where the Contractor has no control over the individual's non-availability (e.g. resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser immediately of a change of Key Personnel and offer a substitute with equivalent qualifications at no additional costs to the Purchaser within 21 days of the date of knowledge of the prospective vacancy.

- 16.4 The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted and must meet the minimum qualifications and required skills cited in the attached Statement of Work.
- 16.5 In the event of a substitution of any Key Personnel listed above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate full details of professional and educational background, and evidence that the personnel is qualified in pertinent Contract related areas of the SOW.
- 16.6 The Purchaser reserves the right to interview any Contractor personnel proposed in substitution of previously employed Contractor Key Personnel to verify their language skills, experience and qualifications, and to assess technical compliance with the requirements set forth in the SOW.
- 16.7 The interview, if required, may be conducted as a telephone interview, or may be carried out at the Purchaser's premises in Brussels, Belgium.
- 16.8 If, as a result of the evaluation of the CV and/or interview the Purchaser judges that the proposed replacement Key Personnel does not meet the required skills levels, he shall have the right to request the Contractor to offer another qualified individual in lieu thereof.
- 16.9 All costs to the Contractor associated with the interview(s) shall be borne by the Contractor, independently from the outcome of the Purchaser's evaluation.
- 16.10 The Purchaser Contracting Authority will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent. Each of the replacement personnel will also be required to sign the Non-Disclosure Declaration at Annex A hereto prior to commencement of work.
- 16.11 Furthermore, even after acceptance of Contractor personnel on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject Contractor personnel, if the individual is not meeting the required level of competence. The Purchaser will inform the Contractor, in writing, in cases where such a decision is taken and the Contractor shall

propose and make other personnel available within ten working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and the Purchaser's acceptance of Contractor personnel shall in no way relieve the Contractor of his responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility of the Purchaser.

- 16.12 The Purchaser may, for just cause, require the Contractor to remove his employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice of default and the remedies to be sought by the Purchaser.
- 16.13 In those cases where, in the judgement of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Clause may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract as provided under Clause 39 (Termination for Default) of the Contract General Provisions.

17 INDEPENDENT CONTRACTOR

- 17.1 The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.
- 17.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractors personnel employed under this Contract are not eligible for any diplomatic privileges or for NATO employee benefits.

18 NON DISCLOSURE AGREEMENT

- 18.1 All Contractor and Subcontractor personnel working at any NATO Organisation / Commands premises or having access to NATO classified / commercial-in-confidence information must certify and sign the Declaration attached hereto at Annex A and provide it to the NCI

Agency Contracting Officer prior to the commencement of any performance under this Contract.

19 CARE AND DILIGENCE OF PROPERTY

- 19.1 The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment, and vegetation (such as trees, shrub and grass) on the work site.
- 19.2 If the Contractor damages any such buildings, walls, equipment or vegetation on the work site, he shall fix or replace the damage as directed by the Purchaser and at no expense to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 19.3 The Purchaser will exercise due care and diligence for the Contractor's furnished equipment and materials on site. The Purchaser will, however, not assume any liability except for gross negligence and wilful misconduct on the part of the Purchaser's personnel or agents.
- 19.4 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

20 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

- 20.1 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 20.2 Specifically, personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract. The selection of adequate personnel shall remain sole responsibility of the Contractor.

21 SOFTWARE

- 21.1 The Purchaser reserves the right to exclude from the awarded Contract the purchase of software licenses for which NATO has established centralized Contracts. In this case, the Contract terms, schedule and prices will be modified accordingly, and the software licenses will be

provided to the Contractor in the form of "Purchaser Furnished Property (including software)".

- 21.2 Where the term Purchaser Furnished Equipment (PFE) is used it should be interpreted as Purchaser Furnished Property as defined in the Contract General Provisions.

22 WARRANTY

- 22.1 The Contractor shall provide warranty on all material provided under this Contract and in accordance with Book II, Part IV of the Statement of Work or a minimum one (1) year warranty where no period is specified.
- 22.2 For this purpose the Contractor shall provide exact warranty conditions by type of equipment and detailed handling instructions, including information of points of contact to be contacted in case of a warranty claim.

23 COTS PRODUCT REPLACEMENT

- 23.1 If any COTS products specified in the Contract are upgraded or discontinued by their original providers for commercial or technological reasons, the Contractor shall propose their substitution by the new versions that are intended as market replacement of the original products. The proposed items shall provide an equivalent or enhanced performance without a price or life-cycle support cost increase.
- 23.2 The Contractor shall provide price and performance data to support an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.
- 23.3 All COTS furnished by the Contractor under this Contract shall be current production and upgraded to the most current versions at Provisional Site Acceptance (PSA).

24 OPTIONS

- 24.1 The options are available for exercise by the Purchaser at any time and in any combination from the date of Contract execution to Final System Acceptance (FSA) plus one (1) year. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of

additional or alternative supplies and services as specified in the Schedule of Supplies and Services.

- 24.2 Prices for all optional line items shall have a validity period that corresponds to the option exercise period cited above.
- 24.3 The Contractor understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should he decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to request another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.
- 24.4 Any options exercised shall be exercised by written Amendment to the Contract.

25 OPTIMISATION

- 25.1 The Contractor is encouraged to examine methods and technology that may increase efficient operation and management of the system(s) on which the required services are provided to the Purchaser, thus reducing operating and manpower costs and the overall cost to the Purchaser.
- 25.2 The Contractor may, during the Period of Performance, introduce Engineering Change Proposals (ECPs) offering innovations and/or technology insertion with a view towards reducing the Total Cost of Ownership TCO to the Purchaser.
- 25.3 Any such ECP submitted shall cite this Clause as the basis of submission and provide the following information:
- 25.3.1 A detailed description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;
- 25.3.2 A full analysis of the prospective savings to be achieved, in the form of a TCO Assessment Report, in both equipment and manpower,

including, as appropriate, utility and fuel consumption and NATO manpower, travel, etc.;

- 25.3.3 A full impact statement of changes that the Purchaser would be required to make, if any, to its operational structure and management procedures;
- 25.3.4 A fully detailed proposal of any capital investment necessary to achieve the savings;
- 25.3.5 A schedule of how the changes would be implemented with minimal negative impact to on-going performance and operations.

26 CONTRACT ADMINISTRATION

- 26.1 The Purchaser is the NATO Communications and Information Agency (NCI Agency). The Purchaser is the Point of Contact for all contractual and technical issues. The Contractor shall accept Contract modifications only in writing from the Purchaser’s Contracting Authority.
- 26.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.
- 26.3 Formal letters and communications shall be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract.
- 26.4 Informal notices and informal communications may be exchanged by any other communications means including telephone and e-mail.
- 26.5 All notices and communications shall be effective upon receipt.
- 26.6 Official points of contact are:

<u>PURCHASER</u>	
<p><u>Contracting</u> NCI Agency Acquisition Directorate Building 302 A, Room 110 B-7010 SHAPE, Mons Belgium</p> <p>POC: Eva Benson Tel: +32 (0) 6544 6103 Email: Eva.Benson@ncia.nato.int</p>	<p><u>Technical</u> NCI Agency Core Enterprise Services Building 117 B-7010 SHAPE, Mons Belgium</p> <p>POC: Nikolaos Chalkias Tel: +32 (0) 2 360 5940 E-mail: Nikolaos.Chalkias@ncia.nato.int</p>

CONTRACTOR

Contracting **TBD**

Technical **TBD**

Company Name
 Address

Company Name
 Address

POC:
 Tel:
 Fax:
 E-mail:

POC:
 Tel:
 Fax:
 E-mail:

27 CONFLICT OF INTEREST

27.1 A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor’s objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor’s executives, directors, consultants, subsidiaries, parent companies or Subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor’s performance under the Contract.

27.2 The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser. If, after award of this Contract or any task order herein, the Contractor discovers a conflict of interest with respect to this Contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Purchaser as set forth below.

27.3 If, after award of this Contract or any task order herein, the Purchaser discovers a conflict of interest with respect to this Contract or task order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information from the Contractor, impose mitigation measures, or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

27.4 The Contractor's notice called for in paragraph 27.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor

believes would be helpful to the Purchaser in analysing the situation. Any changes to the Contractor's conflict of interest mitigation plan, if any is incorporated in the Contract, should be also detailed.

- 27.5 The Contractor has the responsibility of formulating and forwarding a proposed conflict of interest mitigation plan to the Purchaser, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.
- 27.6 If the Purchaser in its discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Purchaser will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement, the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Purchaser has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the Contract.
- 27.7 The Contractor's misrepresentation of facts in connection with a conflict of interest reported, or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this Contract.

28 TECHNICAL DIRECTION

- 28.1 The Contract will be administered by the Purchaser in accordance with the Clause 26 of these Contract Special Provisions entitled "Contract Administration".
- 28.2 The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Part IV - Statement of Work (SOW). This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.
- 28.3 The Purchaser reserves his right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.
- 28.4 Neither the Purchaser's Project Manager as identified in Clause 16 of these Contract Special Provisions, nor any Technical Representative, has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting products and services on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting

Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

- 28.5 Upon receipt of such notification above, the Purchaser's Contracting Authority will:
- a) confirm the effort requested is within scope, or;
 - b) confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or;
 - c) rescind the instructions.

29 EXCLUSION CLAUSE

29.1 This Contract has an exclusion clause and it is as follows:

29.1.1 The Contractor and its sub-Contractors that supported the award of CO-14171-PMIC shall be excluded from award of this contract of future Contract(s) and sub-Contract(s) for consultancy, hardware or software implementation under the Bi-Strategic Automated Information Systems (Bi-SC AIS) and NATO General Communication Services (NGCS) Programmes.

29.2 The NCI Agency shall not consider mitigation plans regarding this exclusion.

29.3 This exclusion clause does not apply to parent companies of the Contractor and their wholly owned subsidiaries provided that the parent company or its subsidiaries provides proof to the satisfaction of the Purchaser that they operate as a separate legal entity in a completely distinguishable and different business domain. Proof as mentioned above may consist of:

- Company's structure
- Roles and responsibilities within structure
- Business domain
- Ownership and control
- And any other proof that will fulfil the purpose of the exclusion clause

29.4 This exclusion clause shall remain valid for a period of two (2) years after Contract completion.

29.5 Once the validity period of this exclusion clause has expired, the limitations imposed by this exclusion clause shall no longer apply.

29.6 The Contractor shall insert the substance of paragraphs 29.1 through 29.5 of this clause in all subcontracts for work performed under this

Contract. It is the responsibility of the Contractor to ensure that their subcontractor(s) are made aware of this exclusion clause prior to the subcontractor(s) commencing performance under this Contract.

- 29.7 The Contractor agrees that compliance with this exclusion clause is of the essence and that failure to abide to these terms shall constitute sufficient grounds for the Termination for Default of the Contract in accordance with Clause 39 of the NCI Agency Contract General Provisions.

30 INTELLECTUAL PROPERTY

- 30.1 This Article supplements Clause 30 of the Contract General Provisions.
- 30.2 Any use of Contractor Background IPR and Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO and NATO Nations a non-exclusive, royalty-free and irrevocable licence to use without limitation in the number of users, provided the background is used with the foreground and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.
- 30.3 All rights arising out of the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any and all technical data specifications, reports, drawings, computer software data, computer programmes, computer databases, computer software, computer source code, documentation including software documentation, design data, specifications, instructions, test procedures, training material, produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall from its creation vest in and be the sole and exclusive property of the Purchaser in both object and source code.
- 30.4 The Purchaser will accept no constraints or limitations on the use of Contract deliverables. Accordingly, the Contractor shall not include any Background Intellectual Property or third party software in the code provided to the Purchaser. In the event that any such code would have to be included, the Contractor shall seek Purchaser's prior agreement and ensure that unlimited rights are secured for the Purchaser to use the deliverables under the Contract

31 INTELLECTUAL PROPERTY RIGHT INDEMNITY AND ROYALTIES

- 31.1 This Clause augments Clauses 29 of the Contract General Provisions.
- 31.2 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries

arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licences necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries.

- 31.3 The Contractor shall exclude from his prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilised free of charge by member nations of NATO and by NATO organisations.
- 31.4 The Contractor shall report in writing to the Purchaser during the performance of this Contract:
- 31.4.1 The royalties excluded from his price for patent utilised under the agreements mentioned in Para 31.3 above;
- 31.4.2 The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

32 INDEMNITY

- 32.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Supplies and Services under this Contract, including the provisions set out in Clause 29, "Intellectual Property Rights, Indemnity and Royalties".
- 32.2 The parties will indemnify each other against claims made against the other by their own personnel, and their Subcontractor Subcontractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 32.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Clause may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 32.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or wilful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

33 PURCHASER FURNISHED PROPERTY

- 33.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 33.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 33.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 33.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 33.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form

acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

- 33.6 The inventory shall note whether:
- 33.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);
 - 33.6.2 The property was otherwise destroyed;
 - 33.6.3 The property remains in possession of the Contractor;
 - 33.6.4 The property was previously returned
- 33.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 33.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 33.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

ANNEX A: NCI AGENCY NON-DISCLOSURE DECLARATION

We, the undersigned.....(Company) duly represented by (hereinafter “Contractor”) do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-14314-IEG-C.

(Signature)

(Full name in block capitals)

(Date)

=====

TO BE SIGNED BY THE CONTRACTOR’S EMPLOYEES WORKING IN THE NATO’S PREMISES UPON COMMENCEMENT OF THEIR WORK.

I UNDERSTAND:

That I must preserve the security of all classified /commercial-in-confidence information which comes to my knowledge as a result of this Contract with NATO and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorised person, any classified/commercial-in confidence information gained by me as a result of my Contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI Agency or by his designated representative.

That I must not, without the approval of the General Manager of the NCI Agency publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under CO-14314-IEG-C.

That, at the end of Contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under CO-14314-IEG-C, save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-14314-IEG-C, but also after my Contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

That by accepting the position of Support Contractor for NATO corresponding to the tasks and duties described in the present Contract, I will be considered as a Key personnel as specified in Contract Special Provision Article 15.

That I commit to fulfil my obligations for the period of performance mentioned in the Schedule of Supplies and Services (including the optional periods) unless major events beyond my reasonable control happen.

That shall I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the Company that is currently employing me has provided NATO with an acceptable suitable substitute in accordance with Special Provision – Article 15.

That I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me and to discharge these functions with the interests of NATO and the Host Nation only in view. I undertake not to seek or accept instructions in regard to the performance of my duties from any government, company or from any authority other than that of NCI Agency or the Host Nation.

That within the next two weeks I shall acquaint myself with Host Nation security regulations and security operating instructions.

Date

Full name (in block capitals)

Signature

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

NATO UNCLASSIFIED
The Contract General Provisions

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