

IFIB-ACT-SACT-22-04



NORTH ATLANTIC TREATY ORGANIZATION
HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION
7857 BLANDY ROAD, SUITE 100
NORFOLK, VIRGINIA 23551-2490

Description of Acquisition

Part 1 Bidding Instructions

IFIB-ACT-SACT-22-04

TABLE OF CONTENTS

1. GENERAL
2. **Classification**
3. **Definitions**
4. **Eligibility**

5. DURATION OF THE CONTRACT
6. **Exemption of Taxes**
7. **Amendment or Cancellations**
8. **Bidder Clarifications**
9. **Bid Closing Date**
10. **Bid Validity**
11. **Contents of Proposal**
12. **Proposal Submission**
13. **Late Proposal**
14. **Bid Withdrawal**
15. **Bid Evaluation**
16. **Proposal Clarifications**
17. **Award**
18. **Communications and Contacts**
19. **Point of Contact**

ENCLOSURES:

1. **Proposal/Content Checklist**
2. **Compliance Statement**
3. **Past Performance**
4. **Mandatory Price Proposal format**
5. **SOW for the Cryptographic SME Services**

IFIB-ACT-SACT-22-04

PART 1 BIDDING INSTRUCTIONS

1. General

This is a Firm Fixed Price Level of Effort contract in accordance the General Terms and Conditions; **Contract Award is contingent upon funding availability; Partial bidding is NOT allowed.**

2. CLASSIFICATION

This IFIB is a NATO UNCLASSIFIED document.

3. DEFINITIONS

- (a) The "Prospective Bidder", shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFIB, and has indicated thereon its intention without commitment, to participate in this IFIB.
- (b) The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this IFIB.
- (c) The term Contractor shall refer to the bidding entity to whom the contract is awarded.
- (d) The term "Contracting Officer" designates the official who executes this IFIB on behalf of HQ SACT.
- (e) "Contracting Officer's Technical Representative" or "COTR" is the official who is appointed for the purpose of determining compliance of the successful bid, per the technical specifications.
- (f) The term "HQ SACT" shall refer to Supreme Headquarters Allied Command Transformation.
- (g) The term "ACT" shall refer to Allied Commander Transformation.
- (h) The term "NATO", shall refer to the North Atlantic Treaty Organisation.
- (i) The term "days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.
- (j) The term "Habitual Residence", means HQ SACT, Norfolk, Virginia, VA 23511.

4. ELIGIBILITY

This IFIB is open to companies:

This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

IFIB-ACT-SACT-22-04

- (a) Established in a North Atlantic Treaty Organisation Alliance member nation.
- (b) Working in the required field of study and legally authorised to operate in the United States of America, at the time of bidding.
- (c) Has demonstrated the desired past performance as described in this IFIB.
- (d) **Offering key personnel who are citizens of NATO member nations.**

5. DURATION OF CONTRACT

- (a) The contract awarded shall be effective upon date of award.

Period of Performance:

Base Period is on or about 1 April 2022 to 31 December 2022.

6. EXEMPTION OF TAXES

- (a) In accordance with the agreements (Article VIII of the Paris Protocol dated, 25 August 1952) goods and services under this contract are exempt from taxes, duties and similar charges.

7. AMENDMENT OR CANCELLATION

- (a) HQ SACT reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFIB prior to the date set for bid closing. A solicitation amendment or amendments shall announce such action.
- (b) HQ SACT reserves the right to cancel, at any time, this IFIB either partially or in its entirety. No legal liability on the part of HQ SACT shall be considered for recovery of costs in connection to bid preparation. All efforts undertaken by any bidder shall be done considering and accepting, that no costs shall be recovered from HQ SACT. If this IFIB is cancelled any/all received bids shall be returned unopened, per the bidder's request.

8. BIDDER CLARIFICATIONS

- (a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this IFIB, terms, clause, provision or specifications, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than **10 days prior to closing.**

This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

IFIB-ACT-SACT-22-04

- (b) In lieu of a bidder's conference, HQ SACT invites bidders to submit initial technical questions not later than **11 February 2022**.
- (c) Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link: <http://www.act.nato.int/contracting> as a Question and Answer addendum. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Oral Interpretations shall not be binding.

9. BID CLOSING DATE

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **9 March 2022, 0900 hours, Eastern Standard Time, Norfolk, Virginia, USA**. No bids shall be accepted after this time and date.

10. BID VALIDITY

Bids shall remain valid for a period of one hundred and twenty days (120) from the applicable closing date set forth within this IFIB. HQ SACT reserves the right to request an extension of validity. Bidder shall be entitled to either grant or deny this extension of validity; HQ SACT shall automatically consider a denial to extend the validity as a withdrawal of the bid.

11. CONTENT OF PROPOSAL

The proposal shall consist of 2 separate single PDF documents (Technical / Price) sent via e-mail as per the instructions. **No hard copy proposals are required or will be accepted.** E-mailed PDF documents shall be received no later than **9 March 2022, 0900 hours, Eastern Standard Time, Norfolk, Virginia, USA**.

- (a) A table of contents for the entire proposal: The bidder's full name address, Point of Contacts, Telephone, Fax number and Internet site,
- (b) Compliance statement
- (c) Provision of financial and technical volumes
- (d) Annex A
- (e) Past performance
- (f) Company price proposal

This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

12. PROPOSAL SUBMISSION

- (a) Proposals shall be submitted in two separately e-mailed packages, one containing a **single PDF document** of the Technical volume and one containing a **single PDF document** of the Price volume. **Multiple files that must be pieced together to form the technical proposal will be rejected.** The e-mail subject and PDF files shall be clearly marked with the IFIB Solicitation reference number and indicate if it is the Technical or Price Volume.
- (b) Proposal packages must be received by the HQ SACT identified Contracting Officers prior to the deadline. **Delays in receipt due to server processes either at the contractors facility, HQ SACT or both do not constitute an acceptable delay to the deadline. Contractors should ensure there is sufficient time to transmit proposals and confirm receipt prior to the established deadline.**
- (c) **Price proposals shall be in U.S. Dollar currency.** Contractor may request payment post award in alternate currency based on NATO published conversion rate for 2022. Prices shall be on a Firm Fixed Price Basis and include any relevant discount schedule.
- (d) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission at www.act.nato.int/contracting.
- (e) No oral bids or oral modifications or telephonic bids shall be considered.
- (f) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

13. LATE PROPOSALS

- (a) It is solely the bidder's responsibility to ensure that the proposal reaches HQ SACT prior to the established closing date and time. All late bids shall be disqualified. Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of NATO staff negligence (mishandling) shall the bid be considered.
- (b) A delay in electronic transfer does not constitute a valid excuse for late submission.

IFIB-ACT-SACT-22-04

14. BID WITHDRAWAL

A bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing or facsimile, with attention to the HQ SACT Contracting Officer. As this is a best value evaluation, contractor pricing will be opened and held within the contract file, whether considered or not. A bid withdrawal will be an annotation on the Contract Award Record.

15. BID EVALUATION

- (a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of HQ SACT. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. HQ SACT is not responsible for any content that is not clearly identified in any proposal package.
- (b) Due to the highly technical nature of this requirement, HQ SACT reserves the right to conduct pre-award discussions with proposed key personnel to accurately assess identified technical competencies. Discussions will be limited to the scope of this IFIB and the evaluation criteria identified in Annex A.
- (c) Proposals shall be evaluated and awarded based on the proposal that represents the lowest priced, technically acceptable proposal.
 - Successful administrative submission of bid packages and requested
 - Technically Compliant Candidate
 - Acceptance of HQ SACT General and Special Terms and Conditions.

16. PROPOSAL CLARIFICATIONS

During the entire evaluation process HQ SACT reserves the right to discuss any bid with the order to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of non-compliance.

17. AWARD

HQ SACT intends to award a firm fixed price contract(s) to the Offeror(s) whose proposal(s) represents the lowest price, technically acceptable offer to NATO. Partial awards are not authorized.

HQ SACT will collect information from references provided by the Offeror in

IFIB-ACT-SACT-22-04

regard to its past performance. Contractors must provide authorization to contact references.

HQ SACT reserves the right to negotiate minor deviations to the listed General and Special Terms and Conditions to this IFIB.

18. COMMUNICATIONS

All communication related to this IFIB, between a prospective bidder and HQ SACT shall only be through the nominated HQ SACT Contracting Officer. Designated contracting staff shall assist the HQ SACT Contracting Officer in the administrative process. There shall be no contact with other HQ SACT personnel in regards to this IFIB. Such adherence shall ensure Fair and Open Competition with equal consideration and competitive footing leverage to all interested parties.

19. POINT OF CONTACT IS:

Tonya Bonilla, ACT Contracting Officer 757-747-3575,
tonya.bonilla@act.nato.int

and

Catherine Giglio, ACT Contracting Officer 757-747-3856,
catherine.giglio@act.nato.int

All correspondence shall include both Contracting Officers listed above.

This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

ENCLOSURE 1

[PROPOSAL CONTENT / CHECKLIST](#)

Table of Contents

- Bidder`s name, address, POC, Contact numbers, email address.Compliance
- Statement.
- Past performance (including References).List of
- Key personnel.
- Technical Proposal.Price
- Proposal.

3 IFIB-ACT-SACT-22-04

ENCLOSURE 2

[COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-22-04](#)

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-22-04. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-22-04 and the intended contract with the following exception(s); such exemptions are considered non-substantial to the HQ SACT solicitation provisions issued.

<u>Clause</u>	<u>Description of Minor Deviation.</u>
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If applicable, add another page)

Company: _____ Signature: _____

Name & Title: _____ Date: _____

Company Bid Reference: _____

Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non-substantial deviations may be accepted. Substantial changes shall be considered non-responsive.

IFIB-ACT-SACT-22-04

ENCLOSURE 3

PAST PERFORMANCE INFORMATION FORM

- (a) Contracting Agency:
- (b) Contract No:
- (c) Type of Contract (Firm Fixed Price, IDIQ, Requirements):
- (d) Title of Contract:
- (e) Description of Work Performance and Relevance to Current Acquisition (Type of facility, capacity, estimated patronage, summary of staff used):
- (f) Contract Dollar Amount:
- (g) Period of Performance:
- (h) Name, Address, Fax and Telephone No. of Reference:
- (i) Indicate Whether Reference Acted as Prime or Sub-contractor:
- (j) Comments regarding compliance with contract terms and conditions:
- (k) Complete Contact Information for client:
- (l) Permission to contact client for reference: Yes/ No

Name/Signature of Authorized Company Official

ENCLOSURE 4

IFIB-ACT-SACT-22-04 SEALED BID PRICE PROPOSAL

COMPANY NAME: **ABC, Inc**

ADDRESS: **Street,**

CITY, POST CODE

TO: Chairman of Supreme Allied Commander Transformation, (HQ SACT)
Contracts Award Committee.
ATTN: Tonya Bonilla
7857 Blandy Road, Suite 100
Norfolk, VA 23551

Please verify and acknowledge propriety of above, by duly completing signatures below.

Authorizing Company Official:

Printed _____ Name: _____

Position: _____

Title: _____

Authorizing Company (Signature): _____, Date: _____.

Company name Witness Official:

Printed _____ Name: _____

Position: _____

Title: _____

Witness Signature: _____, Date - - - - -

IFIB-ACT-SACT-22-04

PROPOSED RATES MUST BE FULLY "LOADED" [G&A, O/H ETC.], HOWEVER THEY MUST NOT INCLUDE PER DIEM (MEALS & LODGING) AND TRAVEL. TRAVEL (AND RELATED EXPENSES) WILL NOT BE COVERED UNDER THIS CONTRACT, BUT HANDLED SEPARATELY IN ACCORDANCE WITH THE ACT FINANCIAL MANUAL.

SUBJECT: IFIB-ACT-SACT-22-04 Sealed Bid Price Proposal

Please find on behalf of **Insert: Company Name** to provide HQ SACT with services (collectively referred as "ITEMS"), subject to the provisions, terms and conditions stated in IFIB ACT-SACT-22-04 and the "**Insert : Company Name** Technical proposal", submitted in accordance with solicitation provisions. Include requested Milestone payment schedule if applicable

Cryptographic SME	Base Period (Est. 1300 hours) Award – 31 December 2022	Option Period (Est. 900 hours) 1 January – 30 June 2023	Option Period (Est. 900 hours) 1 July - 31 December 2023
Hourly Rate	\$	\$	\$
Total	\$	\$	\$

Total Proposal Cost \$ _____



Please verify and acknowledge propriety of above, by duly completing signatures below.

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Authorizing Company Official:

Printed _____ Name: _____
Position: _____ Title: _____

Authorizing Company (Signature): _____, Date: _____.

Company name Witness Official:

Printed _____ Name: _____
Position: _____ Title: _____

Witness Signature: _____, Date: _____

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Statement of Work

Support to the

Headquarter Supreme Allied Commander Transformation

IFIB-ACT-SACT-22-04 FOR CRYPTOGRAPHIC SUBJECT MATTER EXPERT

Introduction

- 1 DCOS Capability Development (CAPDEV) acts as the Supreme Allied Commander Transformation's Director for guidance, direction and co-ordination of the activities and resources of the Capability Development Directorate. CAPDEV is responsible to:
 - 1.1 Identify and prioritize Alliance capability shortfalls from short to long term, along a continuum of holistic capability development.
 - 1.2 Lead the determination of required capabilities and prioritization of shortfalls to inform the delivery of materiel and non-materiel solutions across the Doctrine, Organization, Training, Material, and Leadership, Personnel, Facilities and Interoperability (DOTMLPFI) lines of effort to enable a holistic approach to capability development, ensuring improved interoperability, deployability and sustainability of Alliance Forces.
- 2 The Requirements Division will execute all tasks and activities needed to support requirements management for NATO capabilities. The Capabilities Division will use those capability requirements to develop capabilities that meet the commanders' needs while ensuring interoperability, efficiency, flexibility and efficiency across all DOTMLPFI.
- 3 Within the Capabilities Division, several Programmes are executed with the guidance of a Capability Monitor (CM) and a Programme Director (PD).
- 4 This SoW seeks a Cryptographic Subject Matter Expert (Crypto SME) to facilitate Cyberspace Branch engagements with cryptographic community and provide support to the development of cryptographic capabilities within the Cyberspace Programme.

Scope

- 5 The selected contractor will provide on a daily basis the technical and management support to ongoing crypto-related projects within the Cyberspace Programme and help develop new ones based on given operational requirements. Tasks include but are not limited to the tracking of crypto related projects within the Cyberspace

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Programme, providing technical support, liaising and providing updates on a regular basis to a variety of stakeholders.

- 6 The selected candidate Crypto SME will support the PD and Technical Director by facilitating organisation and providing SME support to various crypto-oriented working groups and committees within NATO.

Duties/Role/Tasking

- 7 Under the direction and guidance of the Programme Director (PD), the selected contractor shall support the PD with the following **tasks**:
 - 7.1 Support development of project documentation for cryptographic capabilities (including those in current execution within the old NATO common funded model, those being planned within the new NATO common funded model, critical urgent requirements, minor works projects and projects with cyberspace aspects [such as PKI, radio and IP Encryption, etc.]).
 - 7.2 Provide cryptographic subject matter expertise and technical support to Cyberspace Technical Director and Capability Engineers.
 - 7.3 Prepare architectural views in support of development of cryptographic capabilities. Draft Capability Programme Plans (CPPs) as required, related to cryptography, cyberspace operations and/or cyber security , as necessary.
 - 7.4 Assist the PD by tracking critical milestones and tasks within crypto-related projects in support of the overall Cyberspace Programme.
 - 7.5 Interact with other NATO organizations and national representatives and Industry to gather and complement required information.
 - 7.6 Support organisation of meetings both on-site and virtual with relevant NATO working groups and committees.

Required Knowledge, Skills and Experience

Essential Qualifications

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- 8 Four year University degree in Engineering, Mathematics or Computer Science from an accredited university.
- 9 Three years in the last seven years of demonstrable experience in the field of applied cryptography, preferably in project development/oversight (supervisory) role.
- 10 Two years in the last five years of demonstrable knowledge of and practical skills in development of architectural views following established architectural frameworks e.g. TOGAF.
- 11 Three years in the last five years demonstrable working experience (hands on engineering and analysis) in cyber security.
- 12 At least seven years of demonstrable skills in organization, planning, written and verbal communications.
- 13 Active NATO Secret Security Clearance, or national equivalent.
- 14 Demonstrated proficiency in English as defined in STANAG 6001 (Standardized Linguistic Profile (SLP) 3333 - Listening, Speaking, Reading and Writing) or equivalent.

Desired Qualifications

- 15 Demonstrate analysis and problem solving skills.
- 16 Demonstrate the desire to work in a team and solve problems in a group environment.
- 17 **Period of Performance** Base period of performance is contract award through 31 December 2022 with two six month option periods, 01 January 2023 - 30 June 2023; 01 July 2023 – 31 December 2023.
- 18 **Surge Capability.** A surge capability requirement is included to have a contract vehicle in place should emerging circumstances require a quick and temporary increase in effort to meet new requirements within the scope of the existing Statement of Work. Surge efforts will be incorporated by formal contract modification. Place of Performance/Travel
- 19 **Place of performance** is HQ SACT, 7857 Blandy Road, Suite 100, Norfolk, Virginia. In general, some travel is anticipated for this contract, and in the event of a

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requirement for contractor travel, ACT will pay travel and per diem costs in accordance with the NATO Financial Regulations.

20 Contractor Supervision

The respective Branch Heads within the Capabilities Division will provide supervision and direction in compliance to guidance from ACOS Capabilities and DCOS CAPDEV. The contractor shall report to and receive technical guidance from the Programme Director and Technical Director. The COTR (or designated representative) shall provide direction, guidance, and support information, as needed, for all technical and content areas of the SOW, especially the tasking and deliverables. The Contracting Officer has the final authority to amend, extend, or cancel this SOW/RFP for evolving requirements, new tasking, and/or technical non-performance. The COTR shall:

- 20.1 Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
- 20.2 Review (and approve) all contractor tasking and deliverables for completeness and accuracy.
- 20.3 The COTR shall have daily interaction with contractor personnel and can assess the quality, quantity, and timeliness of their work. The COTR's written approval of work reported and deliverables submitted is mandatory for contractor invoices to be successfully processed.

Contractor Reporting

- 21 The Contractor shall submit a monthly report to the COTR and the Contracting Officer, detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:
 - 21.1 Summary of work for the reporting period.
 - 21.2 Contract hours expended showing a comparison with budgeted hours.
 - 21.3 Current or anticipated problems/deficiencies and recommended solutions.
 - 21.4 The COTR may amend the reporting requirements to receive alternate/additional data and information on a more frequent or less frequent basis, and to request other reports that detail designated aspects of the work or

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methods to remedy problems and deficiencies. The Contracting Officer shall receive a minimum of a monthly report, regardless of COTR changes. However, note that the report is NOT a deliverable subject to acceptance. The Contractor is expected to work closely with other team members, SMEs, and designated HQ SACT personnel. Consequently, the Contractor is expected to promptly address all identified problems and deficiencies, providing the COTR with written information on how the problem shall be corrected and any impact to on-going work.

Proof of Past Performance

22 The Contractor is to provide a minimum of one past performance citation (for work within the past seven years) to show that it has successfully completed work that is similar to the requirements outlined in this SOW. Independent Contractors may provide a Letter of Reference. The citations shall include the following information at a minimum:

- 22.1 Summary of work performed that is similar to or directly relates to this SOW in size scope and value.
- 22.2 Status of work (i.e., on-going, complete)
- 22.3 Date of work performance
- 22.4 Summary of staff used (by number and position)
- 22.5 Name of client
- 22.6 Complete contact information for client
- 22.7 Permission to contact client for reference

CONTRACTOR TECHNICAL EVALUATION

23 Each responding Contractor Company shall be judged on technical information provided in response to this SOW to determine Technical compliancy. It is the responsibility of the contractor company to clearly demonstrate both the company and nominated individual are fully qualified. Proposals shall be assessed and evaluated in accordance to Annex A, Lowest Price Technically Compliant criteria to this solicitation. All applicable resumes are mandatory to enable a professional evaluation.

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RELEASABILITY

- 24 NATO nations have regulations and laws applying to the export of defence related goods by domestic commercial sources to outside entities (such as NATO). The products or services under this SOW will need to be releasable to entities identified under the statements made with regard to both the Intellectual Property Rights and any applicable export control laws, Ref: ACT- SACT-22-04, G T&C, clause #21 and paragraph 15 (below). All intellectual property rights in products developed by the contractor personnel shall be the exclusive property of NATO.

FURNISHED MATERIALS

- 25 For on-site work, HQ SACT shall provide all necessary working space; office furniture; telephones; computers, software, peripherals, and support equipment; office supplies; classified/unclassified storage space; and access to unclassified and classified NATO wide area networks (WAN) (granted on an as needed basis to individuals with appropriate security clearances) and the Internet for work to be performed at all NATO sites. Contractor personnel are not authorized to make any permanent/semi-permanent physical modifications to the HQ SACT facilities. Contractors shall have full access the Microsoft Office Suite, as well as Microsoft Project. HQ SACT shall not furnish computers and support equipment to contractors proposing to work remotely; ref para 3 for equipment requirements.

EXPORT CONTROL

- 26 NATO nations have regulations and laws applying to the export of defence related goods/ services originating from domestic commercial sources to foreign entities. Usually under those laws and regulations, NATO is considered a foreign entity. The following requirements of this statement of work are provided in order to allow the bidder/contractor the opportunity to assess the applicability of their pertinent national laws and regulations and take action, as required, (Reference, Part One A, Special Terms & Conditions). The services shall be rendered at a maximum in the following locations: NATO member Nations and future NATO member Nations and NATO Partnership for Peace, Med-dialogue, Istanbul Cooperative Initiative (ICI) and contact countries. Persons exposed to the services performed under this SOW shall be nationals of NATO member Nations working for NATO Nation Governments.

TO STATEMENT OF WORK

Contractor Support;
Cryptographic SME

Statement of Work for Contractor Support; Cryptographic SME Support

Contractor's technical proposals will be assessed on the qualifications of the individuals proposed to perform the work. Individuals' résumés will be measured against each of the criteria specified below in order to ascertain whether the individuals have adequately qualifications to be considered compliant. (HQ SACT reserves the right to conduct technical discussions of nominated candidates). **Examples of how detailed knowledge levels were attained are expected. Ultimately Contractor companies shall clearly demonstrate by providing unequivocal reference to where candidates meet the criteria set forth in this solicitation (please include page number, reference to CV or links as applicable).**

Bidder Name _____

Candidates Name _____

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Criteria	C / NC	Ref – Specifically state where to validate compliance. Page/Para etc.
1. Four-year University degree in Engineering, Mathematics or Computer Science from an accredited university.		
2. Three years in the last seven years of demonstrable experience in the field of applied cryptography, preferably in project development/oversight (supervisory) role.		
3. Two years in the last five years of demonstrable knowledge of and practical skills in development of architectural views following established architectural frameworks e.g. TOGAF.		
27 Three years in the last five years demonstrable working experience (hands on engineering and analysis) in cyber security. 4.		
5. At least seven years of demonstrable skills in organization, planning, written and verbal communications.		
6. Active NATO Secret Security Clearance or national equivalent.		
7. Demonstrated proficiency in English as defined in STANAG 6001 (Standardized Linguistic Profile (SLP) 3333 - Listening, Speaking, Reading and Writing) or equivalent.		
8. Proposed key personnel holds citizenship in NATO Member Nation		

NATO UNCLASSIFIED

**HQ SACT General Terms & Conditions NATO UNCLASSIFIED
Index of Clauses**

- 1. Definitions**
- 2. Applicable Law**
- 3. Assignment**
- 4. Acceptance**
- 5. Service and Parts Availability**
- 6. Preferred Customer**
- 7. Notice of Shipment**
- 8. Security**
- 9. Inspection**
- 10. Title**
- 11. Supply Warranty**
- 12. Invoices**
- 13. Payment**
- 14. Taxes**
- 15. Excusable Delays**
- 16. Indemnity**
- 17. Disputes**
- 18. Termination for Convenience**
- 19. Termination for Default**
- 20. Limitation of Liability**
- 21. Export Control**
- 22. Risk of Loss**
- 23. Authorization to Perform**
- 24. Performance**
- 25. Travel**
- 26. Proposed Candidates**
- 27. Partial Awards**
- 28. Competition**
- 29. Contractor Notice Regarding Delay**
- 30. Notice of Assistance with respect to Patent and Copy Right Infringement**
- 31. Health and Safety and Accident Prevention**
- 32. Patent Indemnity**
- 33. Rights in Technical Data and Computer Software**
- 34. Software Releases and Updates**
- 35. Inconsistency between English version and Translation of Contract**
- 36. Contract Effective Date**
- 37. Enforcement**
- 38. Order of Precedence**
- 39. Entire Agreement**

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1. Definitions. As used throughout this contract, the following terms shall have meanings as set forth below:

- a. "HQ SACT" means the Supreme Headquarters Allied Command Transformation, located at 7857, Blandy Road, Suite 100, Norfolk, Virginia, United States of America. Wherein a subordinate command is referred, it shall have equal meaning and representation as HQ SACT. (HQ SACT SEE, JALLC, JWC, JFTC).
- b. Contracting Officer means the person executing and managing this contract on behalf of HQ SACT.
- c. Inspector means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
- d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".
- e. The term "days" shall be interpreted as meaning calendar days

2. Applicable law. Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed with the laws of the commonwealth of Virginia of the United States of America.

3. Assignment. This agreement is not assignable by the Contractor either in whole or in part unless agreed in writing by HQ SACT Contracting Officer in accordance with;

- a. Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer
- b. Sub-contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
- c. The Contractor shall determine that any sub-contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.

4. Acceptance

- a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract.
- b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which HQ SACT acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:
 - Availability at final destination of all deliverables.
 - Successful completion of acceptance testing.
 - Verification of the inventory.
 - Satisfactory completion of all training or other services, if any, required by that date.
 - Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

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c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

5. Service and Parts Availability. Unless as specified otherwise in the Technical Specifications, the Contractor and his subcontractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.

6. Preferred Customer

- a. The Contractor warrants that the prices set forth in this contract are as favorable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete delivery under this contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify HQ SACT and the prices of such items shall be correspondingly reduced by a supplement to this contract.
- b. Prices in this sense means "Base Price" prior to applying any bonuses.

7. Notice of Shipment

- a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.
- b. The following information shall be included in such notification:
 - (1) Contract Number
 - (2) Shipping addressFrom: (Name and complete address of consignor) To: (Name and complete address of consignee)
 - (3) Listing of supplies by Contract Items(s)
 - (4) Number of and marking on packages(s)
 - (5) Weight and dimensions of packages(s)
 - (6) Name and address of Carrier, mode and date of shipment with waybill number,
 - (7) Customs documents required by Contractor (if applicable).

8. Security

NATO UNCLASSIFIED

- a. The Contractor shall comply with all security requirements prescribed by HQ SACT and the National Security Authority or designated security agency of each NATO country in which the contract is performed.
- b. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract.
- c. Any known or suspected breaches of security or other matters of security significance shall be reported by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.
- d. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information. The Contractor shall place sub-contractor under security obligations no less stringent than those applied to his own contract.

9. Inspection

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by HQ SACT, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, HQ SACT shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.
- d. If any inspection or test is made by HQ SACT on the premises of the Contractor or sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to inspectors in the performance of their duties. If HQ SACT inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of HQ SACT except as otherwise provided in this contract. In case of rejection HQ SACT shall not be liable for any reduction in value of samples used in connection with such inspection or test. HQ SACT reserves the right to charge to the Contractor any additional cost of HQ SACT inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when reinspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on HQ SACT therefore.
- e. The inspection and test by HQ SACT of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as

NATO UNCLASSIFIED

otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud, or such gross mistakes as amount to fraud.

10. Title. Unless specified elsewhere in this contract, title to supplies furnished under this contract shall pass to HQ SACT upon acceptance, regardless of when or where HQ SACT takes physical possession.

11. Supply Warranty

a. Notwithstanding inspection and acceptance by HQ SACT of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance:

- (1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and
- (2) The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.

b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in paragraph a. of this clause within thirty (30) days after discovery of any defect.

c. Within a reasonable time after such notice, the Contracting Officer may either:

- (1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of Paragraph a. of this clause; or
- (2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.

d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.

e. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per paragraph c to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".

f. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies

NATO UNCLASSIFIED

initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.

g. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.

h. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

i. The word "supplies" as used herein includes related services.

j. The rights and remedies of HQ SACT provided in this clause are in addition to and do not limit any rights afforded to HQ SACT by any other clause of the contract.

12. Invoices

a. The contractor shall submit an original invoice and three (3) copies (or electronic invoice, if authorized) to the address designated in the contract to received invoices. All invoices shall be submitted no later than 30 days upon completion of work or services performed. Standard Payment Terms are NET 30 days. An invoice must include: 1) Name and address of the Contractor; 2) Invoice date; 3) Purchase Order number and Purchase Order or Contract line item number; 4) Description, quantity, unit of measure, unit price and extended price of the items delivered; 5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a bill of lading; 6) Terms of any prompt payment discount offered; 7) Name and address of official to whom payment is to be sent: and 8) Name, title, and phone number of person to be notified in event of defective invoice. All invoices shall be certified by the signature of a duly authorized company representative. Invoices for Contractor Travel shall include: 1) Contractor name; 2) Date of Travel; 3) Number of days; 4) Destinations. All invoices shall be submitted to:

HQ SACT

Accounts Payable 7857 Blandy Road

Suite 100, SR-82,

Norfolk, VA 23551-2490

b. Electronic Fund Transfer is the prescribed method of payment for HQ SACT. Contractors are requested to submit copies of banking information available at (<http://www.act.nato.int/organization/contracting/forms-contractor-travel>). Such information shall be submitted to HQ SACT 14 days prior to any contract award.

13. Payment. Payment shall be made for items accepted by HQ SACT that have been delivered to the delivery destinations set forth in this contract. Payments under this contract may be made by HQ SACT by electronic funds transfer payments or (check in exceptional cases) and shall submit this designation to the contracting officer as directed. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by

NATO UNCLASSIFIED

HQ SACT thirty (30) days prior to the date such change is to become effective. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by HQ SACT, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

14. Taxes. The contract excludes all applicable Federal, State, and local taxes and duties. HQ SACT is a tax-exempt organization.

15. Excusable Delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of HQ SACT in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

16. Indemnity. The contractor shall indemnify HQ SACT and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of or inducement to infringe, any United States or foreign patent, trademark, copyright, or other intellectual property right, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

17. Disputes. Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this contract which is not disposed of by agreement shall be decided by the HQ SACT Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of HQ SACT shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to HQ SACT a written appeal. In connection with any appeal of HQ SACT decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. HQ SACT FC decision is final.

18. Termination for Convenience. HQ SACT reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the

NATO UNCLASSIFIED

Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of HQ SACT using its standard record keeping system have resulted from the termination. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give SACT any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

19. Termination for Default

- a. HQ SACT may, subject to the provisions or paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event HQ SACT terminates this contract in whole or in part as provided in paragraph a. of this clause, HQ SACT may procure supplies or services similar to those so terminated and the Contractor shall be liable to HQ SACT for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If this contract is terminated as provided in paragraph a. of this clause, HQ SACT, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to HQ SACT in the manner and to the extent directed by the Contracting Officer:
 - (1) Any completed supplies and

NATO UNCLASSIFIED

(2) Such partially completed supplies and materials, parts, tools, die, jigs, Fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which HQ SACT has an interest. Payment for completed supplies delivered to and accepted by HQ SACT shall be at the contract price. Payment for manufacturing materials delivered to and accepted by HQ SACT and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". HQ SACT may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect HQ SACT against loss because of outstanding liens or claims of former lien holders.

e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HQ SACT, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of HQ SACT the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

20. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to HQ SACT for consequential damages resulting from any defects or deficiencies in accepted items.

21. Export Control. Contractor warrants that, if applicable all necessary technical assistance agreements (TAA), export control or other associated arrangements shall be valid prior to contract award. Should a Contractor require export pre-approval HQ SACT legal staff will be provided a preview of said companies request PRIOR to the companies submission to a Government entity. Upon validation of request by HQ SACT Legal staff, subject agreement or request may be submitted to appropriate authority. (Please note: There are no specified time delays regarding TAA, aor export control request being processed. However, experience has shown request can take anywhere from 30 days to 90 days depending on complexity of request, and administrative preparedness).

NATO UNCLASSIFIED

22. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to HQ SACT upon: 1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or 2) Delivery of the supplies to HQ SACT at the destination specified in the contract, if transportation is f.o.b. destination.

23. Authorization to Perform. The Contractor warrants that he and his sub- contractors have been duly authorized to operate and do business in the country or countries in which this contract is to be performed; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labor standards and regulations of such country or countries during the performance of this contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon HQ SACT.

24. Performance. Candidates/contractors who accept HQ SACT issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of contract period of performance. Contracts' with performance periods having less than 180 days in totality shall require contractors to serve a minimum of 50% of estimated performance period. Should a candidate vacate the contract in less time than described, HQ SACT reserves the right to cancel the contract in whole or part. Replacement candidates, if acceptable to HQ SACT, shall be reviewed by HQ SACT for compliance, and, or technical acceptance per the original Statement of Work and final acceptance by HQ SACT Contracting Officer.

25. Travel. In accordance with AFM Section 24, Contractor Travel, travel by contractors in support of the HQ SACT mission will only be performed when a member of the approved International HQ SACT Peacetime Establishment is unable to perform the mission. Once contractor travel has been established under a contract and a contractor is tasked to travel, the HQ SACT Contractor Travel Request form must be filled out and approved prior to any travel being conducted. This form may be found at: <http://www.act.nato.int/organization/contracting/forms- contractor-travel>. The in-house Travel Agency will set the Transport Ceiling Cost and at that time the contractor may elect to book their transportation with the in-house travel agency. (Please refer to Clause Number 7 above). Transport tickets purchased through the in-house travel agency will be reimbursed by the HQ SACT entity directly to the in-house travel agency, and the applicable travel line of the contract will be charged. These costs will not be invoiced by, or paid to, the contractor company. When transport tickets are purchased through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the contractor company. Per Diem is based on the NATO Group One subsistence allowance, which covers meals, lodging, incidental expenses and any applicable overhead and/or fees. Per Diem Reimbursement will only be made at these rate amounts. NATO Group III daily subsistence allowances are posted on HQ SACT website at <http://www.act.nato.int/organization/contracting/forms- contractor-travel>.

NATO UNCLASSIFIED

26. Proposed Candidates. No proposals shall be accepted or considered for candidates already assigned to an existing contract with HQ SACT, without the prior permission of the Contracting Officer.

27. Partial awards will be allowed when determined in the best interests of NATO. The Contracting Awards Board and the Contracting Officer, when deemed prudent and necessary have the authority to make this determination. Partial bidding shall be consistent with released solicitation.

28. Competition. HQ SACT reserves the right to engage in Full and Open Competition after exclusion of sources.

29. Contractor Notice Regarding Delay. In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by HQ SACT of any delivery schedule or date, or of any rights or remedies provided by law or under this contract.

30. Notice and Assistance regarding Patent and Copyright Infringement

a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

b. In the event of any claim or suit against HQ SACT on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to HQ SACT, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of HQ SACT except where the Contractor has agreed to indemnify HQ SACT.

31. Health, Safety and Accident Prevention. If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this contract, with safety and health rules and requirements prescribed on the date of this contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

32. Patent Indemnity. If the amount of this contract is in excess of \$1,000,000 , the Contractor shall indemnify HQ SACT and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue

NATO UNCLASSIFIED

by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of HQ SACT of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by HQ SACT of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

- a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- c. A claimed infringement which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

33. Rights in Technical Data and Computer Software

- a. Ownership of Work Product. HQ SACT is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Research performed under this Agreement, including but not limited to inventions, derivative works, documents, reports, summaries, raw data, algorithms, charts, graphs, research results, methods, models, maps or drawings, tools, software (including source code), and other works which are created due to or as part of the Research by the

NATO UNCLASSIFIED

Foundation, and including all patents, copyrights, trademarks, trade secrets and other Work Product (all of the above-described results and proceeds of the Research are herein referred to as "Work Product") and shall be deemed to be work made for hire. Accordingly, Sponsor may modify, protect, publish, incorporate into other documents, share with others, or otherwise use without restriction all aspects of the Work Product as HQ SACT deems fit in its sole discretion. The Foundation will not in any way use, license, or allow third parties to use the Work Product or any portion thereof without the express prior written consent of Sponsor.

b. Technical data and software delivered under this contract shall be marked with the number of this contract, name of Contractor and the rights transferred to HQ SACT.

34. Software Releases and Updates.

a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.

b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to HQ SACT all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

35. Inconsistency between English Version and Translation of Contract. In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

36. Contract Effective Date (CED). The effective date of the contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

37. Enforcement. Failure by either party to enforce any provision of this contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects if such invalid or unenforceable provisions were omitted.

38. Order of Precedence. Any inconsistencies in the solicitation or contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions; (2) General Terms and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other HQ SACT documents, exhibits and attachments; (6) addenda to this solicitation or contract, including any license agreements for computer software, or other Contract agreements.

39. Entire Agreement. This contract sets for the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. HQ SACT shall not be bound by, and specifically objects to any term, condition, or other provision inconsistent with or in addition to any provision of this contract that is submitted by Contractor in any

NATO UNCLASSIFIED

correspondence or any document unless HQ SACT specifically agrees to such provision in a written instrument signed by an authorized representative of HQ SACT.

NATO UNCLASSIFIED

HQ SACT Special Terms and Conditions for Personnel Services Contracts 10/08

1. **Scope.** These special terms and conditions address all issues pertaining to the Commercial Personnel Services to be rendered by the Contractor to HQ SACT under this Contract, thereby taking precedence over the HQ SACT General Terms and Conditions.
2. **Type of Contract.** As far as the Commercial Personnel Services under this Contract are concerned this is a Level of Effort Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Contractor and HQ SACT. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor.
3. **Definitions.**
 - a. **Billable Hours.** As further specified in these Special Terms and Conditions, hours spent by Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill HQ SACT at the hourly rate set out in this contract.
 - b. **Commercial Personnel Services.** As specified in the SOW, the continuous performance to be provided by Contractor Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.
 - c. **Contractor Personnel.** An individual employed by the Contractor to perform the services required under this Contract for HQ SACT.
 - d. **HQ SACT Work Days.** Mondays through Fridays with the exception of HQ SACT Holidays. The number of HQ SACT Holidays may vary from year to year. A list may be obtained through the Contracting Officer.
 - e. **HQ SACT Working Hours.** On HQ SACT Work Days, 7.5 hours daily between 0800 and 1700 hours.
 - f. **Man Year.** 1800 hours of service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance at 37.5 hours assuming 5 HQ SACT work days per week. As a baseline the further assumption is: 15 days of HQ SACT holidays and 15 days as the minimum individual leave, thus allowing for the allocation of a minimum of 75 hours per year as possible overtime. As, in particular, the number of individual leave days may be greater and the number of HQ SACT holidays may vary, the allowable overtime figure will change accordingly. In no event shall the ceiling of 1800 hours per man year or corresponding fraction thereof be exceeded.
 - g. **Overtime.** Hours within the contracted man year or fraction thereof (1800 hours maximum for full year's service) served by Contractor Personnel outside of the limitations of the Delivery of Service stated in paragraph 4 and the SOW, as for each occasion requested by the COTR in writing.
 - h. **Products.** Any item, document, writing, study, briefing, data base, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

NATO UNCLASSIFIED

4. **Delivery of Service.** All Commercial Personnel Services under this Contract will be performed only on HQ SACT Work Days and during HQ SACT Working Hours to total no more than 7.5 hours per HQ SACT Work Day.

5. **Exceptions from Delivery of Service.** Under exceptional circumstances Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4.

- a. Overtime requires a specific written request to the Contractor by the COTR.
- b. Permanent deviation has to be in writing in the SOW with the signature of the Contracting Officer.

6. **Coordination of Delivery of Service and Personal Leave.** In order to ensure a balanced professional performance of the Contractor Personnel employed by the Contractor, during their performance for HQ SACT, the Contractor shall ensure that each Contractor Personnel will take a minimum of 15 and not more than 30 HQ SACT Work Days as personal leave during the course of a calendar year.

7. **Coordination of Absences.** To ensure the uninterrupted flow of HQ SACT projects, any absence by Contractor Personnel requires earliest possible coordination with the COTR. Generally, such absence requires the approval by the COTR.

- a. **Personal Leave.** At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.
- b. **Sickness.** Should absences caused by sickness affect the performance of an HQ SACT project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual.
- c. **Other Absences.** Unless otherwise arranged for, the Contractor shall ensure the full presence of the Contractor Personnel in accordance with the Delivery of the Service set out in paragraph 4.

8. **Billable Hours.** Only time spent by Contractor Personnel in the immediate performance of this Contract.

- a. **Billable hours on travel.** Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.
- b. **Overtime.** All overtime within the limit of the contracted manyear or fraction thereof (total of 1800 hours for full year's service) shall be billed at the normal hourly rate set out in this contract.
- c. **Non-performance.** Personal leave, closing of the Headquarters by the order of the HQ SACT Chief of Staff, sickness, company coordination, company reports,

NATO UNCLASSIFIED

training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

9. Commitment of Contractor Personnel. The Contractor warrants that the Contractor Personnel initially presented for the performance of this Contract will perform this Contract for its duration. Any exchanges of Contractor Personnel shall meet the requirements of the SOW and be performed only with written consent by the Contracting Officer.

10. Deficient performance. Should committed Contractor Personnel perform unsatisfactorily the Contractor will exchange such Contractor Personnel, at the request of HQ SACT Contracting Officer for Contractor Personnel meeting the quality requirements set out in the SOW.

11. Contractor Responsibility for Contractor Personnel.

11.1 The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security and workmen's compensation schemes due.

11.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract, and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the laws and customs of the host nation and other nations in which he might be present on duty, and will observe a high standard of moral and ethical conduct.

11.3 Contractor personnel shall be professionally qualified and, if required to work with officials or staff of HQ SACT/NATO, and shall be able to do so effectively. The qualifications of the personnel proposed by the Contractor may be reviewed by HQ SACT prior to such person's performing any obligations under the contract, and HQ SACT may refuse to accept any such person offered by the Contractor for any reason permitted by law.

11.4 Within one working day after learning that any Contractor Personnel have been arrested or charged by law enforcement authorities with any offense other than a traffic infraction, as that term is defined by Virginia law, the Contractor shall provide written notice to inform HQ SACT about the particulars of the charges or offenses then known and shall continue to inform HQ SACT concerning all substantial developments regarding the disposition of such charges. If an arrest or charged offense implicates conduct indicating a security risk, in the sole discretion of SACT or his designee, the Contractor shall replace the Contractor Personnel in accordance with para 10 of these Special Terms and Conditions.

12. Billing. The Contractor shall bill time for Contractor Personnel at the hourly rate set out in this contract ONLY for billable hours.

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13. Billing for Travel. Travel by Contractor Personnel shall be authorised and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel".

- a. The in-house Travel Agency will set the transport ceiling cost.
- b. Transport tickets purchased through the in-house travel agency will be reimbursed by HQ SACT directly to the in-house travel agency. These costs will not be invoiced by, or paid to, the contractor company. When transport tickets are purchased by the Contractor through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the Contractor.
- c. All incidental expenses to include overhead for the performance of travel will be reimbursed through a flat NATO Civilian subsistence allowance as posted on <http://www.act.nato.int/organization/contracting/forms-contractor-travel>.

14. Invoices. All invoices shall be provided by the Contractor in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Commercial Personnel Services shall contain, at a minimum,

- a. A breakdown of the Contractor Personnel;
- b. The billable hours performed by each of them by day; and also
- c. Indicating travel, absences or other relevant information; as well as
- d. Any overtime shall be provided together with the requisite COTR request.

15. Instructions for safety and management of the HQ. The Contractor shall ensure that the Contractor Personnel honour all HQ SACT Directives and further guidance by the Chief of Staff regarding the safety and management of HQ SACT.

16. Work Space. If provided for in the SOW, HQ SACT will provide working spaces for the Contractor Personnel. Should these spaces not be considered adequate by the Contractor, the Contractor will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.

17. Representation of HQ SACT/NATO. When dealing with third parties during the execution of this Contract, the Contractor Personnel shall present themselves as representatives of the Contractor working under contract for HQ SACT/NATO. Contractor Personnel shall not take decisions or commitments for HQ SACT/NATO.

18. Ownership of Work Products. All Products created by Contractor Personnel under this contract are to be original and are the property and under the copyright of HQ SACT, unless otherwise specifically stated in this Contract.

19.1. Subject to this clause each party shall;

- (a) Treat in confidence all information it receives from the other party;
- (b) Agree not to disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld,

NATO UNCLASSIFIED

except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract.

c) shall, upon request from the other party, return any Information or erase any electronic files in its possession.

(d) shall not use any of that Information otherwise than for the purpose of the Contract

(e) shall not copy any of that Information except to the extent necessary for the

19.2 The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of HQ SACT under or in connection with the Contract:

(a) Is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract.

(b) Is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for HQ SACT under the Contract or any sub-contract under it.

19.3 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations of this Clause before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

19.4 Neither party shall be in breach of this Clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory or judicial obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Clause.

20. Assigning, Transferring, Pledging or Making Dispositions. Under the Contract.

The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, or any part of the Contract, or any of the rights, claims or obligation under the Contract except with the prior written authorization of an authorized HQ SACT representative with authority to accept or execute a modification to the Contract (“authorized HQ SACT representative”). Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, without authority, shall not be binding on HQ SACT. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of an authorized HQ SACT representative. Any such unauthorized delegation, or attempt to do so, shall not be binding on HQ SACT.

21. Subcontractors. In the event the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of an authorized HQ SACT representative. HQ SACT shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed

NATO UNCLASSIFIED

subcontractor that HQ SACT reasonably considers is not qualified to perform obligations under the Contract or presents an unacceptable safety or security risk to the command. HQ SACT shall have the right to require any subcontractor's removal from HQ SACT premises without having to give any justification. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and condition of the Contract.

22. Indemnification.

(a) The Contractor shall indemnify, defend, and hold and save harmless, HQ SACT and its officials, agents and employees, from and against all suits, proceedings, claims, demands losses and liability of any kind or nature brought by any third party against HQ SACT including but not limited to all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to allegation or claims that the possession or use by HQ SACT of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to HQ SACT under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractors published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party, or any actors of omissions of the Contractors or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for worker's compensation.

(b) The Contractor also shall be obligated, at its sole expense, to defend HQ SACT and its officials, agents and employees, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of NATO, any subordinate NATO command, activity or agency, and HQ SACT or any matter relating thereto, for which only NATO and HQ SACT is authorized to assert and maintain. HQ SACT shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing. (c) In the event the use by HQ SACT of any goods, property or services provided or licensed to HQ SACT by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe on any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall promptly procure for HQ SACT the unrestricted right to continue using such goods or

NATO UNCLASSIFIED

services provided to HQ SACT, replace or modify the goods or services provided to HQ SACT, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing, or refund to HQ SACT the full price paid by HQ SACT for the right to have or use such goods, property or services, or part thereof.

23. Insurance and Liability. The Contractor shall pay HQ SACT promptly for all loss, destruction, or damage to the property of HQ SACT caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract. Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses, insurance against all risks in respect of its property and any equipment used for the performance of the Contract; workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract; liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles or other transportation vehicles and equipment, whether or not owned by the Contractor; and, such other insurance as may be agreed upon in writing between HQ SACT and the Contractor. The Contractor's liability policies shall also cover subcontractors and all defence costs and shall contain a standard "cross liability" clause. The Contractor acknowledges and agrees that HQ SACT accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract. Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by HQ SACT, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall: name HQ SACT as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; include a waiver of subrogation of the Contractor's insurance carrier's rights against HQ SACT; provide that HQ SACT shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and, include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to HQ SACT. The Contractor shall be responsible to fund all amounts within any policy deductible or retention. Except for any self-insurance program maintained by the Contractor and approved by HQ SACT for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good

NATO UNCLASSIFIED

financial standing and that are acceptable to HQ SACT. Prior to the commencement of any obligations under the Contract, the Contractor shall provide HQ SACT with evidence, in the form of certificate of insurance or such other form as HQ SACT may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. HQ SACT reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify HQ SACT concerning any cancellation or material change of insurance coverage required under the Contract. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

24. Equipment furnished by HQ SACT to the Contractor. Title to any equipment and supplies that may be furnished by HQ SACT to the Contractor for the performance of any obligations under the Contract shall rest with HQ SACT, and any such equipment shall be returned to HQ SACT at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to HQ SACT, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate HQ SACT for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

25. Publicity and the Use of the Name, Emblem or Official Seal or HQ SACT. The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with HQ SACT, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of HQ SACT, or any abbreviation of the name of HQ SACT in connection with its business or otherwise without the written permission HQ SACT.

26. Privileges and Immunities. Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of HQ SACT, including its subsidiary commands or activities.

27. Force Majeure, and Other Changes in Conditions. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure

NATO UNCLASSIFIED

shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract. If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, HQ SACT shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Paragraph pertaining to termination rights, except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, HQ SACT shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days. Force majeure as used herein means any unforeseeable and irresistible act of nature or destructive weather, a cataclysmic environmental event, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which HQ SACT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

28. Nonwaiver of Rights. The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

29. Non-exclusivity. Unless otherwise specified in the Contract, HQ SACT shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and HQ SACT shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

30. Modifications. Only the HQ SACT Contracting Officer or his designee, or such other Contracting authority as HQ SACT has made known to the Contractor in writing, possesses the authority to agree on behalf of HQ SACT to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against HQ SACT unless provided by a valid written amendment to the Contract signed by the Contractor and the HQ SACT Contracting Officer or his designee. A Contracting Officer's Technical Representative does not have authority to modify the terms or conditions of the Contract in any manner, but may only administer the Contract according to its terms. If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and

NATO UNCLASSIFIED

conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with the procedures for amendments established herein. The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against HQ SACT nor in any way shall constitute an agreement by HQ SACT thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with the terms of the Contract.

31. Audits and Investigations. Each invoice paid by HQ SACT shall be subject to a post-payment audit by auditors, whether internal or external, of HQ SACT or by other authorized and qualified agents of HQ SACT at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. HQ SACT shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by HQ SACT other than in accordance with the terms and conditions of the Contract. HQ SACT may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to HQ SACT access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants, auditors, or other managers, employees or advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by HQ SACT hereunder.

32. Source of Instructions. The Contractor shall neither seek nor accept instructions from any authority external to HQ SACT in connection with the performance of its obligations under the Contract, except as otherwise required by law. Should any authority external to HQ SACT seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify HQ SACT and provide all reasonable assistance required by HQ SACT. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of HQ SACT, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of HQ SACT.

33. Lawful Conduct and Officials Not to Benefit Personally. The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of HQ SACT any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with HQ SACT or the award thereof or for any other purpose intended to gain an advantage for the Contractor. Any such offer discovered post-award shall result in immediate termination of the contract, disqualification from future

NATO UNCLASSIFIED

business with HQ SACT, and provision of information pertaining to the transaction or attempted transaction to law enforcement authorities. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

34. Child Labour and Sexual Exploitation of Others. The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with or violation of state or federal child labour laws or international human rights law, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse in violation of state or federal law or international human rights obligations of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35. Termination. Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

36. HQ SACT may terminate the Contract. HQ SACT may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of HQ SACT applicable to the performance of the Contract or the funding of HQ SACT applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, HQ SACT may terminate the Contract without having to provide any justification therefor.

37. In the event of any termination. In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by HQ SACT, the Contractor shall, except as may be directed by HQ SACT in the notice of termination or otherwise in writing, take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; place no further subcontracts or orders for materials, services, or facilities, except as HQ SACT and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated; terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated; transfer title and deliver to HQ SACT the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated; deliver all completed or partially completed plans, drawings,

NATO UNCLASSIFIED

information, and other property that, if the Contract had been completed, would be required to be furnished to HQ SACT thereunder; complete performance of the work not terminated; and, take any other action that may be necessary, or that HQ SACT may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which HQ SACT has or may be reasonably expected to acquire an interest. In the event of any termination of the Contract, HQ SACT shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, HQ SACT shall not be liable to pay the Contractor except for those goods delivered and services provided to HQ SACT in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from HQ SACT or prior to the Contractor's tendering of notice of termination to HQ SACT. HQ SACT may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; the Contractor is granted a moratorium or a stay, or is declared insolvent; the Contractor makes an assignment for the benefit of one or more of its creditors; a Receiver is appointed on account of the insolvency of the Contractor; the Contractor offers a settlement in lieu of bankruptcy or receivership; or HQ SACT reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract. Except as prohibited by law, the Contractor shall be bound to compensate HQ SACT for all damages and costs, including, but not limited to, all costs incurred by HQ SACT in any legal or non-legal proceedings, as a result of any of the events specified above pertaining to insolvency and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform HQ SACT of the occurrence of any of the events specified above, and shall provide HQ SACT with any information pertinent thereto. The provisions of this paragraph are without prejudice to any other rights or remedies of HQ SACT under the Contract or otherwise.

38. Immunity from Taxation. The Paris Protocol, an international agreement, provides HQ SACT, including its subsidiary and affiliated agencies, commands, organizations and activities, is exempt from all direct taxes, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of HQ SACT from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with HQ SACT to determine a mutually acceptable procedure. The Contractor authorizes HQ SACT to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with HQ SACT before the payment thereof and HQ SACT has, in each instance, specifically authorized the Contractor to pay such taxes,

NATO UNCLASSIFIED

duties, or charges under written protest. In that event, the Contractor shall provide HQ SACT with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and HQ SACT shall reimburse the Contractor for any such taxes, duties, or charges so authorized by HQ SACT and paid by the Contractor under written protest