

DRAFT PURCHASE ORDER

SCOPE OF PURCHASE ORDER: **Provision of Deployable Electromagnetic Pulse (EMP) Protected Communication and Information Support Systems (CIS)** (shelter, power generation trailer and truck) in support of NATO CIS.

The Contractor represents that it operates as an individual a non-profit organization a corporation incorporated in

The Contractor agrees to deliver all the materiel and perform all the services set forth in the list of items and services attached to the Terms and Conditions for the consideration stated herein. The rights and obligations of the parties to this Purchase Order shall be subject to and governed by the Terms and Conditions and the General Provisions.

To the extent of any inconsistency between the Terms and Conditions or the General Provisions and any specifications or other provisions which are made a part of this Purchase Order, by reference or otherwise, the Terms and Conditions and the General Provisions shall control.

To the extent of any inconsistency between the Terms and Conditions and the General Provisions, the Terms and Conditions shall control.

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This Purchase Order consists of the following documents in order of precedence:

- Terms and Conditions containing 29 Parts and Annexes I to IV
 - Annex I Contract Security Clause for NR information
 - Annex II Security Aspects Letter and Security Requirements Check List
 - Annex III Security Checklist
 - Annex IV Warranty Bond Template
- NSPA General Provisions for Fixed Price Contracts (Materiel), dated 02 November 2023
- NSPA General Provisions for Fixed Price Contracts (Services), dated 02 November 2023
- Termination for Convenience of NSPA
- [NSPA Supplier Code of Conduct](#)
- Statement of Work, dated 16 April 2024, and its Annexes A through H
- Solicitation Questions and Answers, dated <TBC>
- List of Items and Services
- NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194
- Contractor's clarifications, dated <TBC>
- Contractor's Technical and Price Proposal, dated <TBC>
- Shipping notification form

all of which are hereby made a part of the Purchase Order and incorporated herein by reference.

The following documents are available on the Internet at:

<https://www.nspa.nato.int/business/procurement/general-information>

- **NSPA General Provisions for Fixed-Price Contracts (Materiel)**
- **NSPA General Provisions for Fixed-Price Contracts (Services)**
- **Termination for Convenience of NSPA**
- **NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194 with relevant distribution instructions**
- [NSPA Supplier Code of Conduct](#)

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Part 1 - Materiel and Services to be furnished

1. The Contractor will supply to the NATO Support and Procurement Agency in the quantity, at the unit and total price indicated, and on the delivery dates specified, the items described in the attached Statement of Work (SOW), dated 16 April 2024 and priced in the attached "List of Items and Services".
2. The prices include all costs in respect of identification, preservation, packaging, packing, marking, quality assurance and inspection incurred by the Contractor.
3. Condition of materiel must be **new of current production**.

4. OPTIONS

NSPA reserves the unilateral and irrevocable right to exercise the OPTION for purchasing additional materiel and services – in whole, in part or none. NSPA may exercise this right multiple times. OPTIONS are subject to these Terms and Conditions and at the firm fixed prices set forth in Contractor's proposal dated ... *(to be completed at contract award)*. OPTIONS may be exercised within two years after the Purchase Order is signed by the parties, through the issuance of a Change Order (CO).

Part 2 - Prices

The prices of this Purchase Order are firm fixed prices.

Part 3 - Point of Delivery and Passage of Title

1. The Contractor will (i) deliver the materiel: FCA (Free Carrier) Prime Contractor's Facilities (INCOTERMS 2020) and provide the services
Address: *(to be completed at contract award)*
.....
2. The contractual Purchase Order completion shall not exceed 12 months from signature of the Purchase Order for the first tranche of Dispersible CIS Support System, and complete delivery within 20 months from signature of the Purchase Order (per SOW § 2.2.8).
3. The Contractor shall deliver all materiel and complete all services ordered under this Purchase Order within the periods defined above.
4. Title to the materiel will pass to NSPA at the point of delivery upon successful commissioning and acceptance as documented with the duly signed Final Acceptance Report (SOW § 7.7.4). Partial handover is not permitted. Claims based on latent defects, fraud, gross negligence, or such gross mistakes to amount to fraud, shall not be prejudiced thereby nor shall the guarantees applicable to the materiel or issuance of discrepancy reports be affected by the said passage of title or acceptance of the materiel.

Part 4 - Contractor Notice Regarding Late Delivery

In the event that the Contractor encounters difficulty in meeting the time limits specified for any materiel and/or service, it shall immediately notify NSPA in writing, giving pertinent details. However, this data shall be for information only and shall not be construed as a waiver by NSPA of any time limit or of any rights or remedies provided under this Purchase Order.

Part 5 - Invoicing and Payment

1. The materiel delivered against this Purchase Order shall be invoiced within 45 days after delivery as documented with the duly signed Final Acceptance Report (SOW § 7.7.4).

2. Original invoices shall be submitted to the following address :

As PDF-document to: CIMO@nspa.nato.int

accompanied by Final Acceptance Report (SOW § 7.7.4), the required Certificate of Conformity (CoC) and the NSPA MISR duly completed as contractually called for and an evidence of delivery. Each invoice submitted and the attached MISR shall bear the Purchase Order reference number, and shall refer to the line items delivered. Faxed invoices will not be accepted for payment.

3. If the Contractor ships the materiel to the final destination, the only acceptable evidence of delivery shall be a document bearing proof of the transportation charges paid by the Contractor. If not shipped by the Contractor, the only acceptable evidence of delivery shall be a receipt document signed by the authorized Shipping Agent or his duly designated representative. The receipt document must clearly indicate the authorized Shipping Agent's name and address, the printed name of the Shipping Agent's Representative and its signature for the receipt of the materiel. In the event the Contractor incurs any transportation charges from the point of delivery to the place indicated by the NSPA Shipping Agent, the charges are to be billed directly to NSPA, duly supported by a price voucher covering the amount paid.

4. The following certificate shall be affixed to each invoice submitted:

"I certify that this invoice is correct and just, that payment has not been received and that the price is exclusive of all taxes and duties from which NSPA is exempted."

5. The invoices shall include up to a maximum of **97.5 %** of the value of all quantities of work performed and all major materiel delivered to the site during the billing period.

6. The remaining **2.5%** shall be retained pending final acceptance of the entire project and submission of a Warranty Bond, guaranteeing payment of **2.5 %** of the contract value for two (2) years, should the Contractor not honor its warranty obligations as detailed at **PART 18**. The Warranty Bond has to be an irrevocable and on demand bank guarantee issued by a **reputable bank, acceptable to NSPA**, using the wording as per **PO Annex IV**.

7. Payment

a. Payment will be made within (...) days with ... % prompt payment discount or thirty (30) calendar days net (*will be completed at the time of contract award*) following receipt by NSPA of the Contractor's original invoice. The invoice shall be

drawn for payment in the currency in which the contract is established, and shall contain the following information: Purchase Order number and item number, description of the item, unit of issue, quantity, unit price and total price.

- b. NSPA will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.
- c. The payments will be made by NSPA as follows:
 - i. Full name and address of banker(s)
 - ii. Detailed bank account information as follows:
 - For EU countries: IBAN code plus BIC
 - For USA: bank account number(s) + ABA code (or SWIFT code)
 - For Canada: bank account number(s) + bank code (5 digits) and branch code (3 digits)
 - For any other country: bank account number(s) plus any country-specific codes, if applicable.

Part 6 - Liquidated Damages

1. If the Contractor fails to deliver the materiel and/or provide the services within the time specified in **PART 3 § 2**, it shall pay NSPA liquidated damages at the rate of 1 % for each full week of such delay but not more than a total of 10 % of the total price of the materiel and/or services not delivered on time.
2. Without prejudice to the final decision regarding the liquidated damages, NSPA shall be entitled to deduct imposed liquidated damages when paying invoices, even in the event that claims deriving from submitted invoices have been assigned or otherwise transferred to third parties. The total of the deductions made by NSPA pursuant to this clause will be considered as full and final satisfaction of all claims received out of late delivery of any item.
3. During a period of one year after delivery and acceptance of the items, NSPA shall have the right to claim liquidated damages even if such right is not reserved at the time when delivery is accepted.
4. The liquidated damages will not apply if the Contractor's failure to perform is due to causes beyond its control and without its fault or negligence.
5. Such causes may include but are not limited to: Acts of God or of the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and failure of subcontractors to perform due to such causes. If the Contractor is responsible for obtaining necessary export licenses / permits / DSP forms, it has to ensure that such requests are made in a timely manner so as to not delay shipment. Failure to do so will NOT be considered Force Majeure.
6. The foregoing provisions of this part apply only to delinquencies in deliveries and do not prejudice NSPA's rights under the provisions of the clause entitled "Default" of the General Provisions for Fixed Price Contracts (Materiel / Services).

Part 7 - Quality Assurance Requirements

1. The Contractor is responsible for maintaining effective control of the quality of materiel and services. If the Contractor itself is not the manufacturer of the contracted materiel, it shall impose these quality requirements upon its subcontractor.
2. The Contractor shall for the duration of this contract establish, implement and maintain a Quality Assurance and Quality Control System in accordance with AQAPs 2110, and the relevant portions of the ISO 9001:2015 series or equivalently certified.
3. Compliance with AQAP 2110, Edition E is required and the Contractor shall meet its requirements. The Contractor must provide a CoC.
4. In case it is not the manufacturer, it shall provide a copy of the CoC received from the original manufacturer.
5. If GQA has been exercised, the Contractor shall prepare a CoC as per the form included in AQAP 2070 prior to shipment of any deliverable product, to be countersigned by the Government Quality Assurance Representative. In addition, the Contractor shall prepare the NSPA Material Inspection and Shipping Report (MISR Form 194) form, and this shall not be used as a certificate of conformity. These documents shall be generated in one (1) original and three (3) copies as a minimum to be distributed as follows:
 - One (1) original mailed to NSPA with the invoice
 - One (1) copy to remain with the NSPA QA representative
 - One (1) copy included in the package to be shipped
 - One (1) copy retained by the Contractor
6. For any equipment that will require a specific CoC other than the form included in AQAP-2070 or the NSPA MISR form to justify of a technical, legal, or any other compliance or that will be needed for administrative purposes, the Contractor shall provide these certificates prior to shipment.

Part 8 - Completion and Distribution of the NSPA Materiel Inspection Shipping Report (MISR)

1. Completion.
 - a. The MISR is printed on Form 194. The MISR is available in the Internet. United States Contractors may use DD Form 250, or a modification thereof in lieu of the MISR.
 - b. The Contractor shall complete all blocks, except blocks 22 and 27, which are reserved for use by NSPA. Block 19 of form 194 must also be completed with the relevant Document Number(s).
2. Distribution.
 - a. Four copies inside the exterior container in which materiel is packed for shipment and four copies inserted in a waterproof envelope attached to the outside of the exterior container. If the shipment consists of more than one exterior container, the copies should accompany container n° 1.

- b. One (1) copy to be attached to the Contractor's invoice.
3. If the Contractor is requested to use the services of a NSPA Shipping Agent, it shall provide the NSPA Shipping Agent with three (3) copies of the MISR.

Part 9 - Item Identification

1. Whenever circumstances require the substitution of an item or part thereof ordered under this Purchase Order, the Contractor must refer the proposed substitute to NSPA for approval, together with the NATO Stock Number (if available), Part Number of the proposed substitute, and if applicable, drawing built standard for the part number, including revision details and all major and minor waivers and deviations incorporated
2. When both NATO Stock Number and Part Number identify an item, the NATO Stock Number will govern.

Part 10 - Codification

1. The contractor shall furnish the Agency designated by the National Codification Authority of the producing country with engineering drawings, specifications and related documentation conveying item identification data, and also draft item identification if required, as specified by the producing country, for those items designated by NSPA to support the equipment covered by the contract, and for which new item identification must be prepared.
2. For items procured by the contractor from a subcontractor or vendor, the contractor shall furnish the name of the actual manufacturer(s) and its/their drawings or part numbers or applicable technical data, plus draft item identification if required. All necessary data and related draft item identification required will be submitted at the earliest practicable date but in all instances not later than forty-five (45) days prior to delivery, unless otherwise specified in the contract.
3. For the life of the contract, the contractor shall provide updating information regarding all modifications or design changes made to the equipment or spare parts. When draft item identification is to be furnished, it will be provided in accordance with the guide for the preparation of item identification furnished by the designated agency of the producing country. The contractor will contact the National Codification Authority in the producer country immediately for further particulars.

Part 11 - Marking for Shipment

1. The shipping documentation and all items or tags attached thereto will bear the following information: Purchase Order number, Purchase Order line number, NATO Stock number/Part number and quantity.
2. All containers (interior and exterior) will show the vendor's shipment notification number.

Part 12 - Preservation, Packaging and Packing, Destination and Shipping Instructions

1. Unless otherwise indicated in the Military Specifications of an item (if applicable) or by special request, preservation, packaging and packing shall be performed in accordance with the best commercial practice, and be such to assure safe arrival at the final destination, and shall be capable to withstanding extended storage for at least one year under normal, unheated, inside storage conditions. Depending on the weight, volume and nature, the items should normally be delivered on euro pallet(s) at no cost to NSPA. The exterior container will show the number of this Purchase Order and be provided with a shipping label bearing the full shipping address as indicated in this Purchase Order. It is imperative that the production serial numbers, when assigned, be clearly marked not only on the item itself, but also on accompanying shipping documentation and the MISR.
2. If materiel to be supplied under this Purchase Order constitutes hazardous or potentially hazardous cargo, the materiel and related shipping and commercial documentation must be processed (this includes but is not necessarily limited to packaging, packing, marking, notices of availability, documentation, emergency response information, etc. etc.), in accordance with applicable national and international transportation rules and regulations pertaining to hazardous or potentially hazardous cargo. A Safety Data Sheet (SDS) must accompany each exterior container (one copy attached outside and one copy inside). One copy of the SDS must also be enclosed with the Dangerous Goods declaration. The Contractor shall be liable for any loss or damage that might occur arising from an incident or accident due to the absence of a correctly completed SDS.

Depending on the type of materiel and mode of transport to be engaged the following are some examples of documentary requirements: Shippers Declaration for Dangerous Goods; Dangerous Goods Transport Document; Safety Data Sheet; Dangerous Goods Declaration; Transport Emergency Card (TREM Card) - European Road Transport, etc.

The following are examples of the various regulations in force: International Air Transport Association (IATA) Regulations; International Maritime Dangerous Goods Code (IMDG); International Regulations concerning rail transport (Europe); Accord Européen relatif au transport international des marchandises dangereuses par route (Europe); Transportation of Dangerous Goods Regulations (Canada).

3. Shipping notification

When the materiel is ready for shipment, the Contractor shall use the form attached for this purpose to this Purchase Order to submit a shipping notification to NSPA, indicating the following information:

- per shipment: contractor's shipment notification number, expected date of delivery of shipment at destination;
- per materiel of the shipment: Purchase Order number, Purchase Order line item number, delivered quantity and, in case of partial delivery, the text "partial delivery".

Part 13 - Permits and Customs Clearance Formalities

1. The Contractor warrants that it has or will obtain at no cost to NSPA all necessary licenses and permits required in connection with the Purchase Order; also that it will fully comply with all laws, decrees and regulations of the country or countries concerned during the

performance of the Purchase Order, including the observance of all applicable rules and regulations governing the site on which work is to be performed.

2. All customs clearance formalities shall be performed by the Contractor at its cost. NSPA shall in no case be responsible for charges of any nature incurred by the Contractor in effecting such clearance or for any customs infraction committed by the Contractor in connection therewith. The Contractor shall be responsible for compliance with all applicable national import and export customs regulations and formalities, including payment of fees incident thereto and the posting of a customs bond, if required, and further, including all required licenses, customs declarations and other documentation, concerning the entry to and the exit from the Contractor's facility, of all items or materiel pertinent to the Contractor's performance under this Purchase Order.

Part 14 - Contractor Facilities and Capabilities

1. The Contractor warrants that it has suitable facilities available and that it has all necessary license rights, skilled personnel, technical orders, data, specifications, drawings, standard and special test equipment and tooling to enable it to comply with the requirements of this Purchase Order.
2. The Contractor shall use its best endeavor to furnish deliverables under this Contract free of defects and vulnerabilities to IT-/cyber security. To that end, the Contractor shall employ adequate means such as penetration testing, code review, unit testing and other methods as appropriate, and shall provide the results of such means upon NSPA request at no additional cost.

Part 15 - Safety and Accident Prevention

1. In performing any work or services under this Purchase Order on premises which are under the direct control of NSPA's customers, the Contractor shall conform to all safety rules and requirements, and take such additional precautions as may be prescribed on such premises for safety and accident prevention purposes.
2. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor's personnel, NSPA's personnel and/or any third party, performing or in any way involved in the performance of this Purchase Order on such premises.
3. The Contractor is responsible for and must strictly comply with the safety and environmental provisions of the attached SOW, if any.

Part 16 - NSPA Representatives and Verification

1. Subject to prior notification, NSPA representatives will have reasonable access to the premises where the work required by the Purchase Order is being undertaken and to observe or inspect any work or test performed. Accordingly, the Contractor undertakes to permit such access to its own premises and to ensure that similar rights are included in the terms and conditions of all sub-contracts.

2. Upon NSPA request, the Contractor shall make available all relevant drawings, specifications, procedures, tools, measuring instruments, test equipment and records.
3. If Government Quality Assurance is requested, any question concerning GQA performance will be coordinated with the GQAR. Alternatively, NSPA may perform quality assurance inspection whenever it deems it necessary, in accordance with AQAP or contractual requirements.
4. Additionally SOW § 3.4 provisions apply.

Part 17 - NSPA Furnished Property

Tools and Equipment: NSPA will not furnish any tools or equipment etc. The Contractor must supply all necessary tools and other materials.

Part 18 - Warranty

1. Clause 8 of the NSPA General Provisions for Fixed Price Contracts (Materiel) and Clause 9 of the NSPA General Provisions for Fixed Price Contracts (Services) are supplemented to include the following:
 - a. The Contractor grants a warranty of two (2) years starting from the date of passage of title of the materiel to NSPA.
 - b. The above warranty shall supplement and complement the commercial warranties offered to the Contractor by his suppliers of Commercial Off-The-Shelf (COTS) items.
 - c. In case a defective item is accepted by the Contractor for return and replacement / repair under the warranty conditions of this contract, the transportation costs for the defective item from NSPA's customer to the place where replacement and correction will be made and back to NSPA's customer, will be borne by the Contractor.
 - d. The Contractor shall complete the replacement/repair and return the item to the Customer within fifteen (15) working days from Contractor's acknowledgment of the warranty claim notification.
 - e. During deployment, and/or in case that the Contractor is not able to provide timely response to warranty claims, those maintenance/repairs under warranty will be performed by third party qualified personnel in accordance with applicable Contractor maintenance/ repair recommendations, and shall not result in warranty term reduction. Costs that will raise in such instances will be charged to the Contractor.
 - f. Should the Contractor fail to honor his warranty obligations under the contract, the Procurement Officer will be authorized to utilize the amount warranted by the Contractor with the Warranty Bond to cure the warranty deficiencies by other means. The determination of the Contractor's non-fulfillment will rest solely with the NSPA Procurement Officer and is non disputable.
 - g. The product characteristics are included in the Warranty provisions are detailed in the SOW and as follows:

Items	Warranty period
Structural integrity	15 years
Corrosion	10 years
Air tightness of doors and hatches	5 years
Main fixed components (panels, cabling & wiring, lighting, outlets)	3 years
Power generators: commercial warranty, but not less than specified hours of operation, including exhaust.	10.000 hours
Moving items (plugs, sockets chairs etc.)	3 years
HVAC fixed components	2 years
HVAC equipment: commercial warranty, but not less than:	6 years

Part 19 - Sub-contracts

1. For the purpose of this clause, sub-contracts means orders to sub-contractors for the material and services required in the performance of this Purchase Order. Material and supplies acquired by the Contractor to perform this Purchase Order is governed by the Special Areas Clause of this Purchase Order and limited to the following NATO Nations: Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, United Kingdom and the United States of America. The following NATO Nations are excluded: Finland, France, and Sweden.
2. The Contractor is solely responsible for the performance of the Purchase Order. No consent or approval by NSPA of any sub-contract or any provisions thereof shall be construed to be a determination of the acceptability of any sub-contract price or of any amount paid under any sub-contract or to relieve the Contractor of any responsibility for performing the Purchase Order in accordance with its terms and conditions, unless such approval or consent specifically provides otherwise.
3. The Contractor will inform NSPA of any change of sub-contractor(s) after contract award, prior to the commencement of the service to be subcontracted. In case a change of a sub-contractor is required after contract award, the Contractor shall provide all the necessary documentation and certifications of the proposed sub-contractor to NSPA for approval. Upon receipt of this information, the NSPA's technical authority (as nominated under **PART 25** of this Purchase Order) will accept or reject the proposed sub-contractor and will provide the contractor with a written notification.
4. The Contractor shall not enter into any sub-contract with firms located outside NATO countries or having their legal residence outside NATO countries without the written approval of NSPA - Procurement Officer. Only in exceptional cases would NSPA consider such approval.
5. In order to ensure NSPA's rights under this Purchase Order the Contractor shall flow down the relevant requirements. i.e. those for which the Contractor has an obligation towards NSPA to any subcontract it will conclude.
6. Paragraphs 2 to 4 above are critical elements in the performance under this Purchase Order.

Part 20 - Intellectual Property Rights, Royalties and License Rights

1. The Contractor guarantees that it is in possession of all the necessary intellectual property rights in force in the countries where the items will be manufactured and / or services will be performed, under this Purchase Order and in other countries where the intellectual property rights are in force. The contractor possesses any licenses necessary for the performance of this Purchase Order and made any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The Contractor will at its expense hold NSPA harmless and fully indemnify NSPA against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.
2. The Contractor agrees to assure itself that the Original Equipment Manufacturer(s) (OEM) or any entitled third party have not retained any intellectual property rights, before it provides services and / or manufactures items under the Purchase Order. NSPA shall not be liable for intellectual property rights infringements as may be caused by the Contractor.
3. The Contractor confirms that no payments of royalties or fees for intellectual property rights will be claimed by the OEM or any entitled third party for the services performed and / or materiel provided under this Purchase Order. In the event that such fees are claimed, the Contractor will bear any and all responsibility.

Part 21 - Termination for Convenience of NSPA

The provisions applicable to "Termination for Convenience of NSPA" are appended hereto.

Part 22 - Reporting

The Contractor shall furnish to NSPA the reports set forth in the SOW, and any relevant information and data related to the performance of the Purchase Order that may be reasonably requested by NSPA.

Part 23 - Notification of Changes

1. If at any time during the performance of this Purchase Order, the Contractor considers that it has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this Purchase Order, it shall notify the Procurement Officer immediately. This notification shall as a minimum contain a cost breakdown of the additional costs to be incurred by the Contractor if it would implement the change/deviation and the related impacts on the terms and conditions. This information must be provided to such level of detail to allow the Procurement Officer to provide a comprehensive response within 14 days after receipt of the notification from the Contractor.
2. Following the submission of this notification, the Contractor shall diligently continue performance of this Purchase Order to the maximum extent possible in accordance with its terms and conditions as originally agreed.
3. NSPA shall not bear any responsibility for work performed by the Contractor outside the Purchase Order scope and NSPA shall not compensate the Contractor in either time or

money for such work not specifically authorized or requested by the Procurement Officer in writing and subsequently included in the Purchase Order through a Supplemental Agreement.

4. Consequently, the Contractor cannot claim additional money and/or time for work performed during the performance of the Purchase Order, which has not been identified as part of the scope of this Purchase Order.

Part 24 - Performance of the Contractor in Time of Alert or War

The Contractor warrants that on the basis of information available to it that it is not aware of any national law or regulation, or any circumstances, that might prevent it from fulfilling its obligations under this Purchase Order in time of alert or war.

Part 25 - Purchase Order Administration

1. By the Contractor – the names of the officials designated by the Contractor to administer this Purchase Order are:

Contractual matters:

Company name:
Address:
Attn:
Phone:
email:

Technical matters:

Company name:
Address:
Attn:
Phone:
email:

2. By NSPA – All correspondence and communications pertaining to Purchase Order administration shall be sent to the following:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
L-8302 CAPELLEN, LUXEMBOURG
Attn: PP-DE (.....)
Phone: (+352) 3063
email:

For all technical matters, the responsible technical authority is:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
L-8302 CAPELLEN, LUXEMBOURG
Attn: OE-A (.....)
Phone: (+352) 3063
email:

The Contractor will acknowledge receipt of this Purchase Order or any amendment of this Purchase Order by signing the form provided to this effect.

Part 26 - Publicity and Public Relations

1. The Contractor shall not make any press release or public statement concerning this Purchase Order without the prior written approval of NSPA.
2. The Contractor agrees that, upon request NSPA may provide copies of the signed Purchase Order to officials of NSPA's customer nation who are or were directly involved in the procurement of the goods and / or services ordered hereunder.
3. The Contractor shall not use the name, emblem or official seal of NSPA / NSPO or any abbreviation of the name of NSPA / NSPO in connection with its business or otherwise, unless prior authorized in writing by NSPA.

Part 27 - NSPA Supplier Code of Conduct

1. The Contractor, its employees, subsidiary or affiliate entities and subcontractors, shall adhere to the minimum standards set forth in the NSPA Supplier Code of Conduct.
2. If the Agency establishes that, any of the provisions of the NSPA Supplier Code of Conduct are not complied with, NSPA may terminate this Purchase Order at no cost to NSPA and your firm may be removed from the Agency's source file after the Agency has informed the relevant national authorities.

Part 28 - Information Technology- Cyber Security

1. The Contractor shall adhere to NSPA's information security practices as detailed in this Contract and to IT-/cyber security best practices as detailed in the latest version of the SANS's CIS Controls or alternate framework accepted by NSPA (ISO 27001 series, UK NCSC Cyber Essentials, US DOD Cybersecurity Maturity Model Certification - CMMC, NIST Cybersecurity Framework, AICPA Trust Services Criteria Certification - SOC 2 Framework) or alternate framework approved by NSPA under this Contract. The Contractor shall immediately notify NSPA of any situation when this adherence becomes no longer achievable.
2. The NATO policy on The Management of Non-Classified NATO Information (C-M(2002)60) sets forth the basic principles and minimum standards the Contractor must comply with when handling non-classified NATO information. Any breach of this policy must be reported as an incident to the points of contact identified in paragraph 5 below.
3. The Contractor shall use its best endeavour to furnish deliverables under this Contract free of defects and vulnerabilities to IT-/cyber security. To that end, the Contractor shall employ adequate means such as penetration testing, code review, unit testing and other methods as appropriate, and shall provide the results of such means upon NSPA request at no additional cost.
4. The Contractor shall inform the NSPA of any IT-/cyber security incident or suspicion of, occurring in its area of responsibility that may adversely impact its obligations under this

Contract, or adversely effect NSPA or its Customer Country with regard to their activities, their property, the integrity of their IT-systems, the integrity of data provided by them to the Contractor or by the Contractor to them, their reputation or to any of their readily recognizable interests.

5. This Contractor notification shall occur immediately after discovery of the suspicion as a warning notification to the points of contact identified at **PART 25** and the NSPA Cyber Team via email at security-notifications@nspa.nato.int and shall include at a minimum: type of incident, affected data, incident timeline/summary, projected impact, mitigation measures and current status. As soon as possible after the IT-/cyber security incident is averred and under no circumstances later than 48 hours after the warning notification was issued to NSPA, the Contractor shall provide NSPA with a comprehensive update notification. The Contractor shall at any time provide further details regarding the suspected or averred incident upon NSPA request and duly take into account any advice provided by NSPA to the Contractor with a view to adequately manage the incident in all involved parties' best interest.
6. NSPA will endeavour to notify the Contractor when NATO security policy permits, if it becomes aware of any possible IT-/cyber security incident that may adversely impact the Contractor or its supply chain with regard to their activities, their property, the integrity of their IT-systems, the integrity of data provided by NSPA to the Contractor or by the Contractor to NSPA, their reputation or to any of their readily recognizable interests.

Part 29 - Contract Security Clause

1. The Terms and Conditions are supplemented with the attached PO Annex I Contract Security Clause for NR information.
2. The Contractor shall hold a valid Facility Security Clearance throughout contract execution, as per Security Committee Directive on classified project and industrial security (document AC/35-D/2003-REV). Shall Contractor's NSA/DSA may change or withdraw an FSC that it has issued, NSPA shall be informed accordingly. In the event the FSC is withdrawn during contract's execution, NSPA reserves the right to terminate the contract, as no cost for NSPA and its customer.