

DRAFT CONTRACT

SCOPE OF CONTRACT: **TWO YEARS CONTRACTOR LOGISTIC SUPPORT (CLS)** for deployable electromagnetic pulse-protected communication and information support systems (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 furnish and deliver all the materiel and to perform all the services set forth in the list of services attached to the Terms and Conditions for the consideration stated herein. The rights and obligations of the parties to this contract 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 contract, 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 contract consists of the following documents in order of precedence:

- Terms and Conditions containing 32 Parts and Annexes I to III
 - OA Annex I Contract Security Clause for NR information
 - OA Annex II Security Aspects Letter and Security Requirements Check List
 - OA Annex III Security Checklist
- NSPA General Provisions for Fixed Price Contracts (Services), dated 02 November 2023
- NSPA General Provisions for Fixed Price Contracts (Materiel), dated 02 November 2023
- Termination for Convenience of NSPA
- [NSPA Supplier Code of Conduct](#)
- Statement of Work (SOW), dated 16 April 2024 and SOW Annex F – Contractor Logistic Support, dated 21 March 2024
- List of Services
- Solicitation Questions and Answers, if applicable, dated <TBC>
- Contractor's Clarifications, if applicable, dated <TBC>
- Contractor's Technical and Price Proposal, dated <TBC>
- NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194
- Shipping Notification Form

all of which are hereby made a part of the contract 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 (Services)**
- **NSPA General Provisions for Fixed-Price Contracts (Materiel)**
- **Termination for Convenience of NSPA**
- **NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194 with relevant distribution instructions**
- [NSPA Supplier Code of Conduct](#)

TERMS AND CONDITIONS

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Part 1 - Services and Materiel to be furnished by the Contractor

1. The Contractor shall furnish to NSPA the services and/or materiel listed and priced in the attached document entitled "List of Services" and in accordance with Statement of Work (SOW), dated 16 April 2024 and SOW Annex F CLS, dated 21 March 2024.
2. Contractor Logistics Support (CLS) Tasks
 - a. At NSPA's discretion, the provision of CLS services may be required during the warranty period of the Dispersible CIS Support Systems and may be arranged with the Contractor.
 - b. The rates provided shall remain valid for two (2) years starting after the completion of acquisition of the Dispersible CIS Support System (marked by the signature of the final acceptance report). The applicable rates shall be in accordance with the "List of Services".

3. Organisation/Capacity setup

A one-time firm fixed price organization and capacity setup is a fee that is charged by a Contractor to cover the costs of aligning their organization and capacity to the specific requirements of a Customer's project IAW SOW Annex F §2. Specific tasks timeframe in which the Contractor must complete the organization and capacity setup. The cost shall include, but not be limited to:

- The cost of assessing the Contractor's current organizational structure and capacity to identify the gaps between the Contractor's current capabilities and the project requirements.
- The cost of developing a plan to align the Contractor's organization and capacity to the project requirements, outlining the specific steps that the Contractor will need to take to get ready to provide CLS.
- The cost of implementing the plan, including the cost of training employees, acquiring new equipment, and making any other necessary changes to the Contractor's organization.

The Contractor must complete the organization and capacity setup matched to the delivery of the systems to the End User but no later than one month prior to the handover of completed systems. It is anticipated that setting up a Northern Team, to support locations in Northern Europe, and a Southern Team in Italy may be necessary. They need to be in place to match the forecast delivery to these locations with Northern Europe taking priority.

4. Service level target - CLS Manager & Maintenance Teams

The service level availability (SLA) fee is paid in exchange for a guaranteed level of availability for the service.

The fixed weekly or monthly service fee shall include all costs to achieve the insured level of availability IAW SOW Annex F § Table 2.

Peacetime is the anticipated default service level target; it may be activated after the handover of the first completed Dispersible CIS Support system. When a higher target level is engaged, the active target level shall be cancelled and replaced by the new

service level. The Contractor shall refund a prorated portion of the weekly or monthly fee, based on the number of remaining days in the period of performance.

5. Expedited repair TAT – additional charge that is applied to a repair service when the Customer requests that the repair be completed in a shorter timeframe than the standard turnaround time described at SOW Annex F § 3.7 Table 4. It is not intended to be used for routine or straightforward work.

The Contractor shall meet the standard repair TAT for all work unless the work so complex would require additional time and or effort to complete. In such cases, the Contractor shall notify the Customer in writing and obtain the Customer's written approval before charging the expedited TAT fee.

For critical equipment, the Customer may choose to pay the expedited turnaround repair fee to avoid downtime or meet a deadline.

Repair at Geographic User Locations: A ... % *(to be completed at time of award, based on offer)*, surcharge applied at the total repair price for an expedited turnaround repair that is completed in 50% or less of the standard TAT.

Repair at Other NATO European country: A ... % *(to be completed at time of award, based on offer)*, surcharge applied at the total repair price for an expedited turnaround repair that is completed in 50% or less of the standard TAT Preventive Maintenance Interventions (PMI)

Preventive maintenance shall be provide in accordance with the Contractor's Maintenance Plan (see main SOW § 6.3).

6. Preventive maintenance cost

The firm fixed price preventive maintenance fee shall include the following costs: labour cost (hourly labour rate x hours performed), inclusive of materiel, spares & consumables cost – per occurrence and per Dispersible CIS Support System.

7. Inspection

Inspection is defined as the application of actions to fault isolate/troubleshoot, remove/install, and disassemble to identify troubles, specific damages, faults, malfunctions or failures in parts, subassemblies, modules, end items or systems in accordance with the appropriate technical documentation.

8. Inspection cost quotation

The firm fixed price for inspection shall include the following costs: labour cost (hourly labour rate x hours performed) for inspection/ troubleshooting, reporting, update of logbooks / test results, and preparation for delivery, if applicable.

9. Repair

Repair is defined as the application of maintenance services to restore serviceability of an item by correcting specific damage, fault, malfunction or failure in part, subassembly, module, end item or system in accordance with the appropriate technical documentation.

10. Repair cost quotation

Following inspection of the items, submit to NSPA the firm fixed price for repair that shall include labour cost (hourly labour rate x hours performed), plus repair parts list and cost, to bring the items to fully serviceable conditions.

Written approval by NSPA is required prior to commencement of the repair work in accordance with [PART 26](#) Notification of Changes §3.

11. Repair Parts

All spare and repair parts, and any other materiel items delivered through this contract shall be original OEM, new and of current productions, of first quality and first choice. They shall be compliant with and meet the prescribed requirements pursuant to the regulations in force concerning the required material (e.g. but not limited to Laws, Decrees, Norms applicable in each country identified in SOW Annex F *Table 1 - CLS Geographic (User) Locations*). Repair parts are to be furnished by the Contractor.

If the required repair and spare parts are no longer available from OEM, or become obsolete, the Contractor shall provide alternative parts, with the same form, fit function and make available the respective Certificate of Conformity (COC).

Repair parts shall be reimbursed at production cost if manufactured by the Contractor, or at the acquisition price plus a handling charge of ... % *(to be completed at time of award, based on offer)*, if purchased by the Contractor. The handling charge indicated covers the Contractor's expenses incurred in purchasing, transport, handling and storage of the repair parts as well as any other administrative overhead expenses **including profit** related to the purchase of those repair parts.

No handling charges shall be charged by the Contractor when the procurement of spares has been undertaken by the subcontractor.

Where a service is subcontracted but the Contractor remains performing the procurement of the spares, inclusion of the handling charge may be authorized if fully justified/substantiated at time of invoicing.

12. Beyond Economical Repair (BER)

A repairable item is declared Beyond Economical Repair when the cost to repair it (Total Repair) exceeds 65% of the new item in the latest manufacturer's price list.

The Contractor will inform NSPA about the items that it considers are Beyond Economical Repair.

Upon receipt of this information, NSPA will decide whether the item is to be repaired or not and advise the Contractor accordingly by e-mail. In case NSPA decides not to repair the item, only the agreed inspection price will be reimbursed by NSPA. Disposal instructions will be issued by NSPA.

13. Transportation (round trip) for 3rd level maintenance to Contractor Plant

The Contractor shall provide NSPA two (2) weeks in advance of transportation, if not otherwise agreed, a quotation that shall represent the ceiling price to be converted into a firm-fixed price upon submission of evidence that supports the final cost.

The transportation price cost will be reimbursed to the Contractor at actual cost and without extra charge. The cost shall be justified by means of receipts or copies of invoices.

14. Transportation cost for delivery of Spare & Repair Parts at User Locations

The Contractor shall provide NSPA in advance of delivery a quotation that shall represent the ceiling price to be converted into a firm-fixed price upon submission of evidence that supports the final cost.

The transportation price cost will be reimbursed to the Contractor at actual cost and without extra charge. The cost shall be justified by means of receipts or copies of invoices.

15. Travel (round trip) to Geographic (User) Locations and applicable Per-diem

The travel (round trip) shall be performed by most direct and economic means. The reasonable and necessary travel expenses incurred by the Contractor's personnel while performing on-site services and shall be reimbursed.

Travel by plane or rail (economy class) and rental car shall be reimbursed at cost against supporting documents (i.e. plane or train tickets, rental car invoice, road toll, parking and fuel receipts).

Travel by own road vehicle – the Contractor is entitled to the payment of a kilometric allowance of EUR per km *(to be completed at time of award, based on offer, if offer km price is in NSPA's advantage, or NSPA km allowance rates if the contrary is true)*. The kilometric allowance is calculated using the number of kilometres by the quickest usual route between for travel from the Contractor's nearest team location to the Customer's location.

The Contractor shall assign the team that is closest to the Customer's location to perform services under this Agreement. In exceptional circumstances, the Contractor may assign a team from a more distant location with prior approval from NSPA. The Contractor shall provide NSPA with a written explanation of the circumstances that necessitate the use of a more distant team and shall obtain the Customer's written approval before doing so. This clause shall not apply in the event of a natural disaster or other unforeseen circumstance that significantly disrupts the Contractor's ability to provide services from its nearest team location. In such cases, the Contractor shall promptly notify NSPA and shall work with NSPA to determine an alternative arrangement.

The per-diem is inclusive of accommodation for overnight stays, meals, and incidentals and shall not exceed the standard NSPA per-diem for each location *(to be completed at time of award, based on offer, if offer prices are in NSPA's advantage, or NSPA per-diem rates if the contrary is true)*.

16. Training: price for additional training shall include the following costs: trainer's daily fee x number of training days, per-diem (inclusive of accommodation for overnight stays, meals, and incidentals) and travel costs.
17. The firm fixed labour prices applicable under this contract are inclusive of all costs and shall be deemed to include, but not necessarily limited to the following:

- Fixed labour rate is payable for the actual working time performed by the Contractor's producing personnel directly applied to the services called for.
- Producing personnel shall include engineers, technicians, mechanics and other skilled workers as may be necessary to perform the required services.
- Direct labour hours will not include the time of non-producing personnel, including but not limited to directors, managers, supervisory staff, supervisors, clerks, typists, timekeepers, packers, material handlers, receiving and shipping personnel, etc. Such time is included in the overhead of the fixed labour rates.
- Overheads, general administrative costs and profit.
- Testing as to applicable specifications.
- Quality Assurance requirements, preparation of Material Inspection and Shipping Report (MISR). Update of logbooks, if applicable, and provision of reports / test certificates.
- Storage, preservation, crating and / or packing, marking, handling, check-up, bracing, handling and shipment preparation.
- Customs clearance formalities and other incidental expenses required at the collection or delivery points of any NSPA property input for work under the resulting contract.
- Indirect material to mean other materials, which cannot easily be identified and measured to a specific component or assembly to be repaired.
- License fees or royalties of any kind.

18. Definition of materials

The following definitions govern all materials required in the performance of this contract.

a. Direct materials

Any repair parts or materials purchased, supplied, manufactured or fabricated by the Contractor which enter directly into the end product or which are used and consumed directly in the performance of the work called for under the terms of the contract and which can be easily identified by a stock number, a part number, a detailed description or by reference to a drawing number.

b. Indirect materials

Any other materials which cannot be easily identified and measured to a specific repairable component or assembly, such as paint, lubricant, tape, rivets, packing and packaging materials, etc... including miscellaneous hardware furnished by the Contractor and all other materials such as office supplies, sweeping compounds, brooms, forms and tags etc.. Indirect materials are included in the labour rate or fixed prices, as appropriate.

19. The pricing arrangements set forth in the "List of Services" cover full and unconditional acceptance by the Contractor of all the requirements and conditions included in the

contract. These pricing arrangements satisfy any and all expenses incurred by the Contractor for a satisfactory performance of the work required under the Contract.

Part 2 - Workload Forecast

No minimum no maximum workload is guaranteed and NSPA has no obligation to order any services under this contract.

Part 3 - Validity of Contract

The contract shall be effective for the period commencing with the effective date indicated on the page one of the contract and shall be **valid for a period of 2 years** starting after the commissioning and acceptance of the Dispersible CIS Support Systems.

Part 4 - Call-off Purchase Orders

1. All work to be performed by the Contractor under the contract shall be ordered by NSPA by Call-off Purchase Orders.
2. Call-off Purchase Orders shall be in writing, dated and numbered, and shall set forth:
 - The services to be performed
 - The description and quantities of components to be serviced or supplied or work to be done.
 - The labour rates if fixed prices have not been agreed
 - Delivery and performance dates
 - Travel or transport requirements, if any.
3. The terms and conditions, as well as the fixed prices, labour rates and other reimbursable costs set forth herein shall govern all Call-off Purchase Orders issued against this contract. Amendments to Call-off Purchase Orders may be issued subject to the same conditions as the original Call-off Purchase Order. The Contractor will acknowledge receipt of the Call-off Purchase Order or amendment by signing it.
4. To the extent a Call-off Purchase Order sets forth an expenditure limit or ceiling price NSPA shall not be obliged to pay the Contractor any amount in excess of that amount and the Contractor shall not be obligated to continue the performance of work by virtue of which NSPA's obligation hereunder would exceed that amount.

Where the Contractor believes that the cost it expects to incur for the completion of the services foreseen in a Call-off Purchase Order will exceed the funding limitation established therein, it shall, at the earliest practicable time, notify NSPA in writing, justifying any request for increase of the funding limitation. NSPA shall examine such a request and reply whether the service has to be completed or not. If it is not to be completed, the Contractor shall be paid the fixed price for inspection stated in attached document entitled "List of Services", or the cost actually incurred and approved by the NSPA Procurement Officer.

5. When and to the extent that the amount set forth in a specific Call-off Purchase Order has been increased, any expenses incurred by the Contractor in excess of such amount, prior to the increase by issuance of an amendment, shall be allowable in the same extent as if such expenses had been incurred after such increase in such amount.
6. No Call-off Purchase Orders will be issued by NSPA beyond the period of the contract. In case of Call-off Purchase Orders which have been issued but are not completed prior to the expiration of the contract, their processing will continue until completion, at the terms and conditions specified herein or in the relevant Call-off Purchase Order(s), unless otherwise notified by NSPA.

Part 5 - Revision of fixed prices / rates

The fixed prices, direct labour rates, per-diem and kilometric allowances applicable to travel, are fixed in accordance with the Contractor's proposal and shall not be revised during the two years of contract validity.

Part 6 - Delivery Terms

1. All Call-off Purchase Orders issued under this contract shall set forth a contractual response time, and a delivery period for repair – i.e. Turn Around Time (TAT).
2. The contractual response time and TAT, defined at SOW Annex F §4.4.2, shall not exceed the duration detailed at SOW Annex F §3.6.2 and §3.7.1.
3. If the repair parts are not available on time, the Contractor should seek advice from NSPA and provide documentary evidence of requisition action taken.
4. The Contractor shall be responsible for completing all tasks ordered under this contract, including supply of any required repair parts and materials within the contractual TAT.
5. The Contractor shall be responsible for performing all customs clearance formalities and providing shipping documents, if required, and for arranging inspections by the NSPA Quality Assurance Representative, when applicable, within the contractual TAT.

Part 7 - Place of Inspection and Repair

1. Inspection of components furnished hereunder shall be performed in accordance with [PART 12](#) - hereof and SOW Annex F for all items of work input under [PART 1](#) - hereof.
2. Place of performance:
 - User Main Operating Base (MOB) locations, listed in SOW Annex F Table 1 - CLS Geographic (User) Locations
 - Contractor's plant

Designated Contractor Plant(s)

Name of Contractor:

Address:

- An external location, either selected by the Contractor, or as agreed by, or possibly as directed by, NSPA at the time of call-off PO issuance.
- 3. The Contractor shall deliver all components, repair parts, spares and consumables processed under this contract DDP at CLS Geographic (User) Locations (delivered duty paid) (Incoterms 2020) or, for work performed at Contractor's Plant, FCA Contractor's facilities (free carrier) (Incoterms 2020) to the above named point of delivery customs cleared and shall inform NSPA of their availability.
- 4. At a minimum the Notice of Availability shall indicate: Call-off Purchase Order number, nomenclature, Part and / or NATO Stock Number, quantity and unit of issue, number of shipping containers, gross weight and volume of each container in metric units.

Part 8 - Contractor Notice Regarding Late Delivery

In the event that the Contractor encounters difficulty in meeting the time limits specified for any service and/or materiel, 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 Contract and/or any Call-off Purchase Order released against this Contract.

Part 9 - Invoicing and Payment

1. The services and materiel under the terms of this contract shall be invoiced within 45 days after completion of all services called for, as documented with the duly signed work completion documents (SOW, Annex F, § 4.5.2).

Invoices shall be sent as PDF-document to:

CIMO@nspa.nato.int

(Only invoices and credit notes are treated under this email address.)

be accompanied by 1 copy of the NSPA Materiel Inspection and Shipping Report (MISR, NSPA Form 194) for spare, repair or consumable parts that are not directly used in a maintenance activity, and/or the duly signed work completion documents (SOW, Annex F, § 4.5.2). The invoice submitted and the attached MISR form shall bear the contract and Call-off Purchase Order reference number, shall refer to the service line item and shall show as separate items of cost all repair parts used. Faxed invoices are not accepted for payment.

2. The following certificates shall be affixed to each invoice submitted for services, repair parts and other reimbursable costs:
 - a. All invoices:

"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."
 - b. In addition:
 - For work done on a labour hour basis

"I certify that the labour hours of producing personnel as shown are true summaries of direct man hours actually used in the performance of the work as extracted from the company timekeeping records which are available to NSPA for verification and audit."

- For direct materials and spare parts:

"I certify that the costs invoiced hereunder are equal to reimbursement of cost plus the allowable handling charges."

3. Payment

Payment for services performed by the Contractor under the terms of this contract shall be made **in ... (currency) within (...) calendar days with ... % prompt payment discount or thirty (30) calendar days net** following receipt by NSPA of invoices duly certified, supported and substantiated as specified above. *(This paragraph will be completed at time of award)*

NSPA will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.

4. The payment will be made by NSPA as follows:

- a. Full name and address of banker(s)
- b. 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 10 - Liquidated Damages

1. If the Contractor fails to deliver within the time specified in the Call-off Purchase Order, 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 and/or total cost of the services, including repair parts, not delivered on time. If the Contractor fails to meet the agreed-upon Response Time and Turn-Around Time, assessed IAW SOW Annex F § 4.4 Quality Control, the Customer may be entitled to receive a refund or credit. The amount of the credit shall be based on the percentage of downtime that occurs.
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 overhauled, repaired or modified equipment.
3. During a period of one year after delivery and acceptance of the services performed, 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 (Services).

Part 11 - Quality Management

1. Compliance with the quality provisions specified in the documentation provided with the equipment is a Contractor responsibility.
2. The Contractor and sub-contractors (local service providers) shall be ISO 9001:2015 certified.
3. For the duration of this project, the Contractor shall comply with their corporate Quality Management System (QMS) in accordance with ISO 9001:2015 standards.
4. Documents: The Contractor shall maintain the project-specific Quality Plan to include appropriate quality assurance (QA) and quality control (QC) processes and procedures and risk management activities.
5. The Contractor's and sub-contractor's QMS relevant to performance under this project shall be subject to continuous review and surveillance by the NSPA QA staff or representative.

Part 12 - Quality Control, Inspection and Acceptance

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. The Contractor shall include in orders placed with its Sub-contractor(s) and Supplier(s), if applicable, the QMS requirements identified in this contract.
2. The Contractor shall specify in each order placed with its Sub-contractor(s) and Supplier(s) NSPA's rights of access to all premises where contractual work is being performed, in order to carry out quality audits, inspections, tests and other functions as required
3. In case where an AQAP is specified: The Contractor shall meet its requirements. The Contractor must provide a Certificate of Conformity (COC). In case the Contractor is not the manufacturer, they shall provide a copy of the COC received from the original manufacturer.
4. The MISR shall not be used in lieu of a COC.

5. The execution of the CLS component of this contract shall comply with the Contractor's COC and warranty provisions will apply.
6. Acceptance testing of any repaired, maintained item must satisfactorily duplicate the requirements and performance of the OEM's test procedures and specifications. This must be documented and held as an accountable record
7. For all on-site activities, on conclusion of all the pertinent tests, User site representatives shall witness the final check and inspection of the work performed for the purposes of authentication. Responsibility for the correct execution of PMI/CMI tasks remains the responsibility of the Contractor. Thereafter, two copies of the Work Completion Form (WCF) shall be completed and signed off by the Contractor's team leader and User site representative.
8. Subsequently, one of the copies shall be scanned and sent to NSPA Project Officer by email, the Contractor is to file the copy in the record, as per SOW Annex F §4.2.2 and §4.3, while the other copy is to be presented to the on-site representative.

Part 13 - Permits and Customs Clearance Formalities
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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 contract; also that it will fully comply with all laws, decrees and regulations of the country or countries concerned during the performance of the contract, 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 contract.

Part 14 - Contractor Facilities and Capabilities

1. The Contractor warrants that it has suitable facilities available and that it has all necessary license rights and skilled personnel, technical orders, data, specifications, drawings, standard and special test equipment and tooling to enable him to comply with the requirements of this contract.
2. The Contractor warrants that the repair parts for the performance of the requested services for NSPA will be obtained from authorized sources. NSPA reserves the right to demand proof of compliance with this requirement.
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.

Part 15 - Security

1. A NSPA Security Aspects Letter and a Security Requirements Check List are attached hereto and made a part hereof.
2. The Contractor undertakes to inform NSPA within 3 weeks following the contract award date of the identities and NATO clearances of the members of its staff who may require access under the contract to NATO classified information and/or facilities.
3. 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.
4. 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 **PART 28** below.

Part 16 - Safety and Accident Prevention

1. In performing any work or services under this contract 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. The Contractor agrees to take all reasonable and practical 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 contract on such premises, and to safeguard the environment and apply the best practices available in that field.
2. The Contractor shall maintain and make available a copy of its environmental management system policy upon request by the NSPA.
3. The Contractor shall comply with all Occupational Health and Safety (OH&S) requirements of the host nation and, if required, shall prepare a specific Operational Safety Plan in accordance with the applicable regulation of OH&S in the country concerned.
4. The Contractor is responsible for and must strictly comply with the safety and environmental provisions of the attached SOW, if any.

Part 17 - Scrap Control

1. Any scrap generated from the work performed on the equipment under the terms of this contract, shall be segregated from other scrap generated in the Contractor's plant.

2. Any scrap from in-plant activities will be disposed of after approval by NSPA. Contractor's justified disposal expenses will be set off against proceeds of the sale of scrap, if any.

Part 18 - NSPA Representatives and Verification

1. The Contractor shall be responsible for controlling product quality and for offering to the NSPA representative the acceptance only for those supplies and services conforming to contractual requirements and, when required, for maintaining and furnishing objective evidence of this conformance.
2. The NSPA QA representative(s) is (are) responsible for verifying that the Contractor's activities related to quality are performed effectively, thus giving confidence that the deliverables of the contract are conforming to NSPA's requirements.
3. Subject to prior notification, NSPA representatives will have reasonable access to the premises where the work required by the contract 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.
4. Upon NSPA request, the Contractor shall make available all relevant drawings, specifications, procedures, tools, measuring instruments, test equipment and records.
5. If Government Quality Assurance (GQA) applies, 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.

Part 19 - NSPA Furnished Property

1. Tools and Equipment

NSPA will not furnish any tools or equipment etc. All necessary tools and other materials must be supplied by the Contractor.

2. Repair Parts and Materials

All repair parts and materials required for the services under this contract shall be provided by the Contractor. It shall procure the repair parts from authorized sources at the best terms possible by obtaining price and delivery quotations in accordance with good procurement practice.

Part 20 - NSPA Property upon which Work is to be performed

1. The term "NSPA Property upon which work is to be performed" as used in this part refers to those end-items or equipment, subject of this contract, furnished by NSPA for inspection/repair/maintenance.

The NSPA property upon which work is to be performed, under this part is to be considered as distinct from NSPA-furnished property to be used in the performance of such work. NSPA property upon which work is to be performed is hereby identified as:

- the items listed in attached document entitled "List of Services"
- 2. The Contractor's liability for NSPA property upon which work is to be performed shall be subject to the provisions of Clause 12 of the General Provisions of this contract entitled "NSPA-Furnished Property". However, the end-items or equipment identified in paragraph 1 of this part shall not be considered as "property" or "NSPA-furnished property" within the meaning and for the purpose of any other paragraph of the clause of the General Provisions of this contract, entitled "NSPA-Furnished Property".
- 3. Title to NSPA property upon which work is to be performed shall remain in NSPA. The Contractor shall protect such property in accordance with sound industrial practice. For the purpose of this part, it shall be assumed that title to NSPA property upon which work is to be performed is vested in NSPA even though it may, in actuality, be owned by one or more NSPA customers or NATO member states. NSPA shall at all reasonable times have access to the premises where such NSPA property is located.
- 4. The Contractor shall maintain adequate property records of NSPA property upon which work is to be performed in accordance with the requirements of this contract.
- 5. Except as otherwise provided in this contract, should the NSPA property upon which work is to be performed not be delivered to the Contractor by the time or times specified in the terms and conditions or in any Call-off Purchase Order, NSPA shall upon timely written request by the Contractor, make a determination of the delay occasioned by the Contractor thereby, and shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay, in accordance with the procedures provided for by the clause in the General Provisions of this contract entitled "Changes".

Part 21 - Warranty

- 1. In connection with Clause 9 "Warranty" of the General Provisions hereof, the warranty period shall be 24 months after signature by the GQAR, if applicable.
- 2. 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

Part 22 - Subcontracts

- 1. For the purpose of this clause, sub-contracts means orders to sub-contractors for the services required in the performance of a Call-off Purchase Order. Material and supplies acquired by the contractor to perform a Call-off Purchase Order is governed by the Special Areas Clause of a Call-off 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.
- 1. The Contractor is solely responsible for the performance of the contract. 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 contract in accordance with its terms and conditions, unless such approval or consent specifically provides otherwise.

2. 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 28** of this contract) will accept or reject the proposed sub-contractor and will provide the contractor with a written notification.
3. 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.
4. In order to ensure NSPA's rights under this contract 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.
5. Paragraphs 2 to 4 above are critical elements in the performance under this contract.

Part 23 - 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 contract and in other countries where the intellectual property rights are in force. The contractor possesses any licenses necessary for the performance of this contract 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 contract. 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 contract. In the event that such fees are claimed, the Contractor will bear any and all responsibility.

Part 24 - Termination for Convenience of NSPA

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

Part 25 - Reporting

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

Part 26 - Notification of Changes

1. If at any time during the performance of this contract, 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 contract, 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 contract 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 contract 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 contract through a Supplemental Agreement.
4. Consequently, the Contractor cannot claim additional money and/or time for work performed during the performance of the contract which has not been identified as part of the scope of this contract.

Part 27 - 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 him from fulfilling its obligations under this contract in time of alert or war.

Part 28 - Contract Administration

By the Contractor:

The names of the officials designated by the Contractor to administer this contract are:

Contractual matters:

Company name: _____
Address: _____

Attn: _____
Phone: _____
email: _____

Technical matters:

Company name: _____
Address: _____

Attn: _____
Phone: _____
email: _____

By NSPA:

All correspondence and communications pertaining to contract administration shall be sent to the following:

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

Part 29 - Publicity and Public Relations

1. The Contractor shall not make any press release or public statement concerning this contract without the prior written approval of NSPA.
2. The Contractor agrees that, upon request NSPA may provide copies of the signed contract 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 30 - NSPA Supplier Code of Conduct
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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 Contract or any Call-off Purchase Orders 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 31 - Information Technology- Cyber Security

1. 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.
2. This Contractor notification shall occur immediately after discovery of the suspicion as a warning notification to the points of contact identified at **PART 28** 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.
3. 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 32 - 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.