

Template: Revision 31 / 01 June 2023

DRAFT CONTRACT

SCOPE OF CONTRACT: MAINTENANCE ACTIVITIES ON SOC POTABLE WATER PIPELINE AND VEHICLES WASHWATER TREATMENT SYSTEM at NSPA SOC Base Taranto, Italy.

The Contractor represents that it operates as an individual a non-profit organization a corporation incorporated in **[TBD at Contract Award]**

The Contractor agrees to furnish and deliver all the supplies 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:

- Terms and Conditions containing 29 Parts
- NSPA General Provisions for Fixed Price Contracts (Services)
- NSPA General Provisions for Fixed Price Contracts (Materiel)
- Termination for Convenience of NSPA
- NSPA Supplier Code of Conduct
- Appendix "A": Statement of Work rev.01 dated 27 May 2024 and its relevant Annexes.
- List of services
- Contractor's proposal dated and subsequent bid clarifications dated**[TBD at Contract Award]**

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

If you have no Internet access, please contact the undersigned and a printed copy of these documents will be forwarded to you

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Part 1 - Services to be furnished by the Contractor

1. The Contractor shall furnish to NSPA the services listed and priced in the attached document entitled "List of services" and in accordance with Appendix A: Statement of Work rev. 01 dated 27 May 2024 and its relevant Annexes.
2. Each line item identifies a specific category of activities composed of various services in the "Annex 1 – Services description" that describes in detail the technical features of all services required.
3. NSPA will not furnish any tools or equipment. All necessary tools and other materials must be supplied by the Contractor.
4. The Contractor is responsible for providing at its cost all the equipment, material and facilities that are required to perform the works. The Contractor shall be responsible at its cost for the supply, transportation, set-up, provision, operation, maintenance and replacement of the necessary infrastructure, materials, equipment, tools, machinery and any other resources required to perform the contracted services in accordance with the Statement of Works and its relevant Annexes.
5. Handling charges for provisioning of materials and Spare Parts.

The handling charges indicated in the attached "List of Services" cover 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. The Contractor warrants that none of the aforementioned expenses are included in the prices/rates listed in attached document entitled "List of Services".

6. 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 spare parts needed to perform extraordinary maintenance interventions/repairing works on the potable water pipeline systems. Includes shipping costs to NSPA SOC Taranto. The Contractor shall use only brand new, OEM original spare parts as described in the equipment official technical documentation (i.e. operation and maintenance manuals, spare part list, etc..) paint, lubricant, tape, rivets, packing and packaging materials, etc... including miscellaneous hardware furnished by the Contractor and all other materials such as office supplies,

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sweeping compounds, brooms, forms and tags etc.. Indirect materials are included in the man-hour rate or fixed prices, as appropriate.

7. 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

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

Part 3 - Validity of Contract

1. 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 3 years.
2. NSPA reserves the unilateral right to extend the Contract for either one (1) further period of two (2) years or two (2) further periods of one (1) year with the issue of a Change Order to this Contract three (3) months prior to its expiration date.

Part 4 - Purchase Orders

1. All work to be performed by the Contractor under the Contract shall be ordered by NSPA by Purchase Orders (P.O.).
2. 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.
 - Delivery and performance dates, where agreed.
 - Transport requirements, if any
3. The terms and conditions, as well as the fixed prices, man-hour rates and other reimbursable costs set forth herein shall govern all Purchase Orders issued against this Contract. Amendments to Purchase Orders may be issued subject to the same conditions as the original Purchase Order. The Contractor will acknowledge receipt of the Purchase Order or amendment by signing it.
4. To the extent a Purchase Order sets forth an expenditure limit 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.

5. Where the Contractor believes that the cost it expects to incur for the completion of the services foreseen in a Purchase Order will exceed the funding limitation established therein, he 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 Contracting Officer.
6. When and to the extent that the amount set forth in a specific 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.
7. No Purchase Orders will be issued by NSPA beyond the period of the Contract. In case of 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 Purchase Order(s), unless otherwise notified by NSPA.

Part 5 - Revision of fixed prices / rates

The fixed prices, direct man-hour rates, are fixed for the three years base performance period of the Contract.

If NSPA exercises the option to extend the Contract by one (1) or two (2) years, the fixed prices shall be revised annually thereafter by application of the following formula

$$P_{4/5} = P_o (0.2 + 0.8 \frac{S_{4/5}}{S_o})$$

Where

P4 P5	Revised fixed price for the 4 th and 5 th Contract year(s), if option(s) exercised.
Po	fixed price established in the Terms and conditions for the first Contract year
So	applicable labour wage index as published by the National Statistics Bureau for workers of the applicable industry for the midpoint of the 1 st Contract year (Contractor to provide)
S4 S5	labour wage index as defined for the midpoint of the 3 rd Contract year labour wage index as defined for the midpoint of the 4 th Contract year (Contractor to provide)

Price revision will be effective four (4) weeks after the date of receipt of the indices above as furnished by the Contractor and will not be applied retroactively.

Part 6 - Delivery Terms

1. All purchase orders (P.O.) issued under this Contract shall set forth a contractual delivery date.
2. The Contractor shall be responsible for providing the services ordered under this Contract, including supply of ordered and materials within the contractual delivery date set forth on each call-off purchase order [COPO].
3. The Contractor shall be responsible for completing all services ordered under this Contract, including supply of any required materials within the contractual delivery date set forth on each call-off purchase order [COPO].

Part 7 - Place of Delivery and Inspection

1. Services shall be performed and inspected in accordance with the attached – Statement of Works at NSPA SOC's facility designated below:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
(NSPA-SOC) Southern Operational Centre Taranto (Italy)
at SVAM-Scuola Volontari dell'Aeronautica Militare,
Via M. Rondinelli snc I-74122 TARANTO, Italy

Part 8 - Contractor Notice Regarding Late Delivery

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

Part 9 - Invoicing and Payment

1. The services under the terms of this Contract shall be invoiced within 45 days after completion of all services called for.
2. Invoices shall be sent as PDF-document to:

CIMO@nspa.nato.int

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

ALTERNATIVELY as Hardcopy to:

NSPA
CIMO OFFICE
11 rue de la Gare
L-8302 CAPELLEN

3. Invoices shall be accompanied by 1 copy of the (S.R.C.A) Service Report Certifications and Acceptance duly signed by NSPA Chief Technical Officer as an evidence of inspection and acceptance of the contracted services as state in the Statement of Works
4. The invoice submitted and the attached (S.R.C.A) form shall bear the Contract and/or purchase order reference number, shall refer to the service line item and shall show as separate items of cost all replaced parts used. Faxed invoices are not accepted for payment.
5. 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:

- i. For work done on a labour hour basis

"I certify that the man 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."

- ii. For direct materials and spare parts:

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

6. Payment

Payment for services performed by the Contractor under the terms of this Contract shall be made in ----- **(bidder to specify currency)** within (...) days with % prompt payment discount or (.....) days net following receipt by NSPA

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of invoices duly certified, supported and substantiated as specified above. *(This paragraph will be completed at time of award)*

7. NSPA will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.
8. The payments will be made to the account identified by the Contractor at time of registration to the NSPA Source file.
OR
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 purchase order, he 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.
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 his 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.

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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 Control, Inspection and Acceptance

1. The Contractor is responsible for maintaining effective control of the quality of materiel. If the Contractor himself is not the manufacturer of the contracted materiel, he shall impose these quality requirements upon his subcontractor.
2. If the Contractor himself does not render the contracted services, he shall impose these quality requirements upon its sub-contractor.
3. In case where an AQAP [Allied Quality Assurance Publication] is specified: The Contractor shall meet its requirements. The Contractor must provide a CoC. In case it is not the manufacturer, he shall provide a copy of the CoC [Certificate of Conformity] received from the original manufacturer.

Part 12 - Permits and Customs Clearance Formalities

1. The Contractor warrants that he has or will obtain at no cost to NSPA all necessary licenses and permits required in connection with the Contract; also that he 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 his 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 13 - Contractor Facilities and Capabilities

1. The Contractor warrants that he has suitable facilities available and that he 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 14 - Security

1. The Contractor shall be certified by Italian National Security Authority, compliant with Regulation 2016/679 / EU (General Regulation on Data Protection - GDPR) and the applicable provisions of Legislative Decree no. 196/2003 (the so-called Privacy Code) and subsequent modifications and additions.
2. The Contractor undertakes to inform NSPA not later than 7 working days following the Contract award date of the identities and NATO clearances of the members of his 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 \[14.2\]](#) above.

Part 15 - 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 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.

2. The Contractor is responsible for and must strictly comply with the safety and environmental provisions of the attached SOW, if any.

Part 16 - 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 17 - NSPA Representatives and Verification

1. 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 his 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.

Part 18 - 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. He shall procure the repair parts from OEM authorized sources at the best terms possible by obtaining price and delivery quotations in accordance with good procurement practice.
3. The Contractor may request assistance from NSPA and is encouraged to do so in the event of work stoppage or imminent work stoppage or when it can be foreseen that the lead time for obtaining any repair part through its normal sources is such that it may jeopardize the turn-around-time set forth in the Purchase Order.

4. If the Contractor has asked the assistance of NSPA in accordance with paragraph 3 above, he shall not be relieved from its responsibility to furnish the required parts and its obligation to meet the turnaround time as set forth in the purchase order.
5. NSPA Property upon which Work is to be performed
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.
6. 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 facilities and areas defined in the attached Statement of Works and its relevant Annexes.
7. 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".
8. 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.
9. 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.
10. 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 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 19 - Warranty

1. In connection with Clause 9 "Warranty" of the General Provisions (Services) and Clause 8 "Warranty" of the General Provisions (Materiel), the warranty period shall be 24 months or as required for the specific item within the SOW and its Annexes, starting from the acceptance by NSPA, as evidenced with the duly signed Works' Acceptance Form.

2. The warranty periods at the point above shall supplement and complement the commercial warranties offered to the Contractor by its suppliers of commercial off-the shelf items.
3. 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 20 - Subcontracts

1. For the purpose of this clause, sub-contracts means orders to sub-contractors for the services required in the performance of a Purchase Order. Material and supplies acquired by the contractor to perform a Purchase Order is governed by the Special Areas Clause of a Purchase Order.
2. 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.
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 26 of this Contract) 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 - Contracting Officer. Only in exceptional cases would NSPA consider such approval.
5. 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 he will conclude.
6. Paragraphs 2 to 4 above are critical elements in the performance under this Contract.

Part 21 - 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 22 - Termination for Convenience of NSPA

1. The provisions applicable to "Termination for Convenience of NSPA" are available in the Internet.

Part 23 - Reporting

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

Part 24 - 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 Contracting 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 Contracting 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 Contracting 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 25 - 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 26 - 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: -----
Fax: -----
email: -----

Technical matters:

Company name: -----
Address: -----

Attn: -----
Phone: -----
Fax: -----
email: -----

(Will be completed at time of award)

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: ..-MMC (.....)
Phone: (+352) 3063
Fax: (+352)
email:

For all technical matters, the responsible technical authority is:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
L-8302 CAPELLEN, LUXEMBOURG

Attn: ..-MMC (.....)
Phone: (+352) 3063
Fax: +352)
email:

(Will be completed at time of award)

Part 27 - 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 28 - 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.

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Part 29 - 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 26](#) 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.