

IFB-JWC-16-R-0046



JOINT WARFARE CENTRE



IFB-JWC-16-R-0046

ONLINE CONTENT PRODUCER

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JOINT WARFARE CENTRE

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SECTION A - GENERAL TERMS AND CONDITIONS

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1. ORDER OF PRECEDENCE

In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:

- 1st Special Terms and Conditions
- 2nd Purchase Order Terms
- 3rd These General Provisions (Part II)
- 4th The Statement of Work (Part III)
- 5th The formal Bid or Proposal accepted by JWC

2. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings as set forth below;

- a. "Acceptance" means the action by which the JWC acknowledges that the Supplier has fully demonstrated that the Supplies delivered are complete and operational.
- b. "JWC" means the Joint Warfare Centre. Joint Warfare Centre (JWC) is set up by the North Atlantic Council under Article 14 of the Protocol on the Status of International Military Headquarters, 1952), (Paris Protocol).
- c. "Contracting Officer" means the person executing and managing this contract on behalf of JWC.
- d. "Contract" means the contractual instrument (purchase order or written agreement) to which these General Rules and Conditions applies.
- e. "Delivery" means, as applicable, the exact or latest possible date(s) by which the Supplier shall deliver Supply (Goods or provide the Services) to the JWC under the Contract.
- f. "NATO" means the North Atlantic Treaty Organisation.
- g. "Supplier" means a party that supplies Goods or Services.
- h. "Day" means any calendar day.
- i. "COR/COTR" means the Contracting Officer's Representative.
- j. "Force Majeure" means an event or effect that can be neither anticipated nor controlled, provided that such event or effect is not attributable to the fault or negligence of the Supplier and cannot be prevented by it. The term includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g. riots and wars). Neither strike nor

labour stoppages by the Supplier's workforce nor civil unrest shall constitute Force Majeure.

- k. "Goods" means any and all of the products to be supplied by the Supplier to the JWC under the Contract, including any replacement parts furnished pursuant to a warranty or otherwise, regardless of whether the price(s) for such Good(s) is or are separately indicated.
- l. "Sub-Contractor" means a Third Party who has entered into an agreement with the Supplier for the provision of Supply under this Contract.
- m. "Subcontract" means, except as otherwise provided in this Contract, any agreement or contract made by the Supplier with any other party in fulfillment of any part of this Contract, and any agreement, contract or subcontract hereunder.
- n. "Work" means all work which the Supplier shall perform or cause to be performed under this Contract.
- o. "Supplies" means the Services and the Goods identified in the Contract.
- p. "Services" means any and all services to be provided by the Supplier to the JWC under the Contract, including but not limited to applicable consultancy, report, design work, creation or licensing of intellectual property, training, installation, maintenance, repair or other after-sales service.

3. AUTHORIZATION TO PERFORM

- a. The Supplier warrants that:
 - (1) it and its Sub-Contractors, if any, have been duly authorized to provide the required services and to do business in Norway;
 - (2) it and its Sub-Contractors, if any, have obtained or will obtain all necessary licenses and permits required in connection with the Contract;
 - (3) it and its Sub-Contractors, if any, will fully comply with all the laws, decrees, labor standards and regulations of Norway during the performance of the Contract; and
 - (4) attainment of any license, permit or authorization that is required for provision of the Supplies shall be sole obligation of the Supplier.

4. SUPPLIER'S STATUS AND AUTHORIZATIONS

- a. The Supplier and/or its personnel nor its Sub-Contractors, if any, shall not be considered in any respect as being employees, organs or agents of the JWC or NATO. Nothing in this Contract shall be construed as creating a partnership or joint venture of any kind. Neither Party shall be authorized to bind the other Party legally, financially or otherwise except as explicitly indicated in the Contract.
- b. No NATO privileges or immunities will be granted to Suppliers or its personnel. The SUPPLIER's personnel cannot become members of NATO MWA funded activities, e.g. Jatta Community Club, Jatta International Women's Club, or the Sports Clubs.
- c. The NATO SOFA or Paris Protocol does not apply to the Supplier or sub-contractor, or to their respective personnel. Work permits and residency permissions must be obtained in accordance with Norwegian law where applicable.

5. ASSIGNMENT AND SUB-CONTRACTING

- a. The Supplier shall not assign, transfer, pledge, subcontract or make other disposition of the Contract either in whole or in part except with the express written consent of the JWC and in accordance with the following reservations:
 - a. any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless agreed in writing by the Contracting Officer.
 - b. Sub-Contractors' personnel shall be nationals of NATO member States, unless specifically authorized by the Contracting Officer.
 - c. the Supplier shall determine that any Sub-Contractor proposed by him for the furnishing of Supplies which shall involve access to classified information in the Supplier's custody has been granted an appropriate security clearance by the Sub-Contractor's national authorities, which is still in effect, prior to being given access to such classified information.
 - d. the Supplier shall be fully responsible for its Sub-Contractors and in any Subcontract shall bind the Sub-Contractor by the same terms and conditions by which the Supplier is bound under the Contract. Any subcontracting shall not relieve the Supplier from any liability or obligation under the Contract.

6. GUARANTEES OF THE SUPPLIER

- a. The Supplier declares that the Supplies:

- (1) are of the quality(ies), quantity(ies) and description(s) required by, and conform to the terms or reference or technical specification of the Contract;
- (2) fully comply with applicable laws, directives, rules and regulations; and
- (3) are free from any right or claim of a third party, including rights based on industrial or intellectual property.

b. The Supplier further declares that:

- (1) it is competent to perform the Services; and
- (2) it has necessary associated capacities and qualifications, including knowledge, certifications, skills and personnel.

7. SERVICE AND PARTS AVAILABILITY

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

8. NOTICE OF SHIPMENT

a. At the time of delivery of any Supplies to a carrier for transportation, the Supplier shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Supplier at least one (1) working day prior to such delivery to a carrier, the Supplier shall request instructions from the Contracting Officer concerning notice of shipment to be given.

b. The following information shall be included in such notification:

- (1) Contract number;
- (2) Shipping address;
- (3) From: (Name and complete address of consignor)
To: (Name and complete address of consignee);
- (4) Listing of supplies by Contract Items(s);
- (5) Number of and marking on packages(s);
- (6) Weight and dimensions of packages(s);
- (7) Name and address of Carrier, mode and date of shipment with waybill
Number;
- (8) Customs documents required by the Supplier (if applicable).

9. SECURITY

- a. The Supplier shall comply with all security requirements prescribed by the JWC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
- b. The Supplier shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- c. Any known or suspected breaches of security or other matters of security significance is a violation of the professional confidentiality between the Parties, and may constitute a criminal offence under Norwegian law. Violations are to be reported immediately to the other Party by the Party, who becomes aware of the violation, and to the appropriate authorities in order to institute investigations.
- d. If security violations occur, the Party being exposed to the violation is entitled to immediately declare the Contract void, and to claim penalties and compensation as set out in Article 22 below.

10. ACCEPTANCE

- a. Acceptance or rejection of the Supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract.
- b. Acceptance shall be conclusive, except for latent defects, fraud, gross negligence amounting to fraud, or otherwise stated in the Contract. The formal Acceptance will take place when the following requirements have been met:
 - (1) availability at final destination of all Supplies;
 - (2) successful completion of acceptance testing;
 - (3) verification of the inventory;
 - (4) satisfactory completion of all training or other services, if any, required by that date; and
 - (5) agreement between the JWC and the Supplier on a discrepancy list (if necessary) and corresponding clearance dates.
- c. When discrepancies exist and if these do not prevent satisfactory use or operation of the Supplies, the JWC may declare the acceptance provisional. In this case the JWC is authorized to withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the Acceptance becomes final.

11. OWNERSHIP

Unless specified elsewhere in this Contract, title to Supplies furnished under this Contract shall pass to the JWC upon Acceptance, regardless of when or where the JWC takes physical possession.

12. WARRANTY

- a. The Supplier issues a warranty on the product for a period of 24 (twenty-four) months (warranty period), from the date of Delivery and Acceptance, certifying that the product fulfils the agreed standards. Under the warranty the Company is obliged to repair or put into working order any fault or defect at Company's own expense, no matter when JWC – within the warranty period notifies Company of the fault or defect.
- b. The provisions of this Article are equally applicable to any item replaced or repaired under warranty.
- c. The Supplier is liable for any and all faults or defects depreciating value or affecting the usability of the Supplies and depreciating or compromising the standards as defined in the Contract, or by Norwegian Law.
- d. The warranty applies to all faults or defects as described in this paragraph, and reported by the JWC before the expiration of the warranty period. The procedure shall be as follows:
 - (1) JWC is obliged to notify the Company in writing, of any fault or defect no later than 7 (seven) days after the JWC has identified or discovered the fault or defect.
 - (2) In case the Supplier is unable to replace or repair faults or defects occurring within the warranty period, the JWC is entitled to:
 - reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the Supplies;
 - If the fault or defect affects the general usability of the Supplies, set aside and declare the Contract void and subject to compensation, or request another company to do the remaining and necessary works at Supplier's expense.
 - (3) Repairing of the defect should be reported in a protocol.
 - (4) In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.

- (5) Failure to agree upon any determination to be made under this Article shall be a dispute concerning a question of fact within the meaning of the "Disputes" Article of this Contract.
- (6) The rights and remedies of the JWC provided in this Article are in addition to and do not limit any rights afforded to the JWC by any other Article of the Contract.
- (7) The warranty period shall be extended by a period equal to the time taken by the Supplier to repair or replace the item (Supplies) under warranty.

13. EXPORT CONTROL

The Supplier warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Supplier require export pre-approval the JWC Legal Office will be provided a preview of said Suppliers request PRIOR to the Supplier submission to a Government entity. Upon validation of request by the JWC Legal Office, subject agreement or request may be submitted to appropriate authority.

14. JWC REGULATIONS

The Supplier shall comply with the applicable provisions of JWC regulations and Directives as communicated to it by the Contracting Officer.

15. SUPPLIER NOTICE REGARDING DELAY

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

16. NOTICE OF ASSISTANCE WITH RESPECT TO PATENT AND COPYRIGHT INFRINGEMENT

- a. The Supplier shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Supplier has knowledge.
- b. In the event of any claim or suit against the JWC on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any Supplies furnished or Work or Services performed hereunder, the Supplier shall furnish, free of

charge, to the JWC, when requested by the Contracting Officer, all evidence and information in possession of the Supplier pertaining to such suit or claim.

- c. This Article shall be included in all Sub-Contracts.

17. INTELLECTUAL PROPERTY

- a. Unless the Supplier has advised the JWC before the acceptance of the Contract on existing third parties or Supplier's rights arising otherwise than by virtue of this Contract, and with due regard to national security regulations, all rights in the results of work undertaken by, or on behalf of, the JWC for the purpose of this Contract, including:

- (1) any technical data specifications, report, drawings, computer software data, computer programmes, computer databases, computer software, to include source code, resulting from performance of experimental, developmental, integration, testing, or research work which was specified as an element of performance in this Contract, documentation including software documentation;
- (2) design data, specifications, instructions, test procedures;
- (3) training material produced or acquired in the course of such work without prejudice to the residual rights of the Supplier to use the same or similar materials on future occasions in connection with work carried out for the JWC;
- (4) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes; and
- (5) in particular, all rights, including copyright therein,

will vest in and be the sole and exclusive property of the JWC.

- b. Technical data and software delivered under this Contract shall be marked with the number of this Contract, name of the Company and the rights transferred to JWC.

18. SOFTWARE RELEASES AND UPDATES

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

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

19. QUALITY ASSURANCE AND CONTROL; AUDIT

- a. The Supplier shall have established a quality assurance system based on ISO 9000 Standards as applicable to the work, describing in which manner the Supplier will secure that the work will satisfy all quality requirements. Such system shall be subject to JWC's review and the JWC has the right to audit the Supplier's quality assurance system at any time during the term of the Contract.
- b. The Supplier shall, during the execution of the Work, perform such control as necessary to ensure that the Work is performed in accordance with the quality requirements of the Contract and that adequate documentation verifying such control is provided to the JWC in a timely manner.
- c. The JWC shall have a right to monitor the Work continually during the term of the Contract to ensure that the Supplier is fulfilling the contractual obligations. The monitoring will be carried out by performing quality inspections and assessments to determine whether the Supplier is meeting necessary quantity and quality requirements. The Supplier shall make its facilities accessible for inspection.
- d. As a part of the quality assurance system the Supplier may be required to issue a Status Report on a regular basis. Typically such Report should contain the following:
 - (1) Summary of work completed in the reporting period, including work days used;
 - (2) Current and/or anticipated problems/deficiencies, if any;
 - (3) Closing date(s) for open issues, if any;
 - (4) Comments/Queries.
- e. JWC reserves the right to inspect any facilities required by the Supplier or to fulfil the obligations of this Contract, at any time.
- f. The JWC audit personnel or any person designated by the Contracting Officer shall have the right to inspect or audit the Supplier's account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of this Contract and with the applicable JWC Directives.
- g. The Supplier agrees that the JWC or any of its duly authorized representatives shall, until the expiration of 5 (five) years after final payment under this Contract, have access to and he right to examine any pertinent books, documents, papers, and records of the Supplier

involving transactions related to this Contract. The Supplier further agrees to include in all his Sub-Contractor(s) hereunder a provision substantially set for in this paragraph.

20. QUALITY IMPROVEMENT

- a. If the quality inspections and assessments show a need for improvement the Supplier shall submit an action plan to the Contracting Officer. The plan shall contain information on how the Supplier will solve the issues and a time schedule for implementation of the improvements. The plan must be approved by the Contracting Officer in writing.
- b. The Supplier shall keep up with developments in its professional field and, subject to the written approval of the Contracting Officer, make changes to improve and develop the services provided to the JWC.

21. HEALTH, SAFETY AND INCIDENT PREVENTION

The Supplier is obligated to ensure that personnel working inside the JWC areas are working in accordance with applicable national or local laws, codes and/or regulations as well as JWC Directives and Standard Operating Procedures (SOPs). If the Contracting Officer notifies the Supplier in writing of any non-compliance in the performance of this Contract, with safety and health rules and requirements and the Supplier fails to take immediate corrective actions, the Contracting Officer may order the Supplier to stop all or part of the Work until satisfactory corrective action has been taken. Such order to stop Work shall not entitle the Supplier to an adjustment of the price or other reimbursement for resulting increased costs, or to adjustments of the delivery or performance schedule.

22. PENALTIES

If, JWC impose penalties on the Supplier, such penalties shall amount to 0.5% (zero point five percent) of the total contract price for each Day following the delivery date(s) specified in the Contract, not to exceed 10% (ten percent) of the total contract price. The penalties for the delay may be deducted by the JWC from any sum(s) due, or to become due, to the Supplier.

23. DELAY NOT ATTRIBUTABLE TO THE SUPPLIER

If at any time the Supplier is delayed in providing the Supplies or in fulfilling any other obligation under the Contract due to any cause beyond the Supplier's reasonable control, including but not limited to Force Majeure, the Contracting Officer may, by written notice, extend the delivery date(s) or fulfilment of any other obligation for such period of time as the JWC grants at its sole discretion.

24. INDEMNITY

The Supplier shall indemnify and hold the JWC and its personnel, agents and employees harmless from any and all claims, suits, demands, liabilities, damages, losses and expenses of any nature or kind arising from:

- (1) any personal injury or damage of any property arising out of or in any way connected with any act or omission by the Supplier and/or the Contractors in the provision of services under the Contract, unless it is caused from negligence on the part of the JWC and/or JWC's personnel;
- (2) any taxes or other payments owed by the Supplier and/or the Contractors to any governmental agency as a result of any services provided hereunder, and any compensation owed to any employee of the Supplier for services provided hereunder;
- (3) any claim by any third party that the Supplies, the Work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party;
- (4) acts or omissions of the Supplier or its employees, agents and Sub-Contractors in the performance of the Contract.

25. TERMINATION

25.1. TERMINATION FOR CONVENIENCE

- a. The Contracting Officer reserves the right to terminate this Contract, or any part hereof, for its sole convenience by serving a 30 (thirty) Day written notice to the Supplier.
- b. In the event of such termination, the Supplier shall immediately stop all Work hereunder and shall immediately cause any and all of its suppliers and Sub-Contractors to cease work.
- c. Subject to the terms of this Contract, the Supplier shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of the JWC using its standard record keeping system have resulted from the termination, but in no case shall the total amount of payment to the Supplier exceed the agreed Contract price.
- d. The Supplier shall have no claim for damages, compensation, loss of profit or otherwise except as provided in this Article.
- e. The Supplier shall continue the performance of this Contract to the extent not terminated under the provision of this Article.

25.2. TERMINATION FOR DEFAULT

- a. The Contracting Officer may, subject to the provisions of paragraph c. below, by written notice of default to the Supplier, terminate the whole or any part of this Contract in any one of the following circumstances:
- i. If the Supplier fails to make delivery of the Supplies or to perform the Work within the time specified herein or any extension thereof; or
 - ii. If the Supplier fails to perform or comply with any or all of the other provisions of this Contract, or does not make adequate progress such that failure endangers performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of 10 (ten) Days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event the JWC terminates this Contract in whole or in part as provided in paragraph a, of this Article, the JWC may impose penalties in accordance with Article 22 of this General Terms and Conditions. The JWC may also procure Supplies or Work similar to those so terminated and the Supplier shall be liable to the JWC for any excess costs for such similar Supplies or Work. The Supplier shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.
- c. If this Contract is partly terminated as provided in paragraph a. of this Article, the JWC, in addition to any other rights provided in the Article, may require the Supplier to transfer the ownership and deliver to the JWC in the manner and to the extent directed by the Contracting Officer:
- (1) Any completed Supplies and
 - (2) Such partially completed Supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Supplier has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Supplier shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Supplier in which the JWC has an interest. Payment for completed Supplies delivered to and accepted by the JWC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the JWC and for the protection and preservation of property shall be in an amount agreed upon by the Supplier and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the Article of this Contract entitled "Dispute". The JWC may withhold in accordance with Norwegian law from amounts otherwise due the Supplier for such

completed Supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the JWC against loss.

- d. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Supplier was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such Article.,
- e. Both Parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practice applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

25.3. TERMINATION FOR INSOLVENCY, BANKRUPCY, ETC.;
NOTICE

- a. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the Contracting Officer may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance or the Supplier's obligations or terminate the Contract with immediate effect, by providing the Supplier with written notice thereof.
- b. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the Contracting Officer may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect providing the Supplier with written notice thereof.
- c. The Supplier shall immediately give written notice to the Contracting Officer of the occurrence of any circumstance known or likely to alter materially the Supplier's legal or financial status, including but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

26. CORRUPTION AND ILLICIT GRATUITIES

- a. The Supplier certifies that neither it nor its agents, employees or representatives have offered or given any gratuity whatsoever to any JWC personnel, with a view to securing a Contract or favorable treatment with regard to the award, modification or execution of this Contract.

- b. The Contracting Officer may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by the JWC, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Supplier, its agents, employees or representatives to JWC personnel with respect to the award of this Contract or to the taking of any decision regarding its executions.

27. INSURANCE

The Supplier shall be responsible for holding any required insurances under Norwegian Law at own cost.

28. TAXES AND CUSTOMS CHARGES

Specifically, under Article 14, paragraph 14-2, sub-item g) (1) of the Supplementary Agreement between the Kingdom of Norway and Headquarters Allied Command Transformation and Supreme Headquarters Allied Powers Europe, the Supplier, acting on behalf of the JWC, is granted tax exemption on sales under this Contract.

29. PURCHASE ORDERS

- a. JWC Purchase Order(s), if any, shall form an implemented part of this Contract. All Purchase Orders must be confirmed in writing by the Supplier. Purchase Order confirmations stating the agreed price and delivery date shall be sent to the JWC within 2 (two) days from the Purchase Order.
- b. All JWC's Purchase Orders contains an eight-digit Purchase Order number and are duly signed by the JWC's Contracting Officer. Purchase Orders which does not contain a Purchase Order Number and/or the Contracting Officer's signature shall be refused by the Supplier and promptly notified to the JWC.

30. INVOICES & PAYMENTS

- a. In order for the JWC to make timely payment, the Supplier will provide an original invoice, which must be exclusive of VAT and all other taxes (Article VIII of Paris Protocol, dated 28 August 1952, applies).
- b. Note; The text above is not applicable to Norwegian companies. Norwegian companies must explicitly define VAT in each invoice.
- c. All invoices must contain:
 - (1) Name and address of the Supplier
 - (2) Invoice Date and Number

- (3) Description, quantity, unit of measure, unit price of the items delivered
- (4) All relevant Banking Details including SWIFT- and/or IBAN-code
- (5) Relevant Purchase Order number and Purchase Order or Contract line item number
- (6) Name, title and contact details of person to be notified of any matters related to the subject invoice

d. Invoices are to be submitted to:

MAIL

**Joint Warfare Centre
BUDFIN, P&C Section
PO Box 8080
N-4068 Stavanger**

EMAIL

**Send your invoice(s) to: invoice@jwc.nato.int
The invoice needs to be one document, all pages in one file.
Use pdf. files only**

Please ensure your invoice includes:

- 1) Purchase Order (PO) Number**
- 2) PO Amount**
- 3) PO Description**
- 4) Invoice Date**
- 5) Bank Info**

- e. Standard terms of payment are 30 (thirty) days net upon completion of service and the JWC receipt of invoice. All invoices must be accompanied by supporting documents. Invoice-fees and/or any other administration charges or fees will not be accepted.
- f. Payment for any Supplies by the JWC shall not be deemed an Acceptance thereof.
- g. Electronic Fund Transfer is the prescribed method of payment for the JWC. All Suppliers to the JWC must complete and submit a Supplier Registration Form which can be found at www.jwc.nato.int.

31. WITHOLDING OF PAYMENT

Without prejudice to any other right or remedy the JWC may have, the JWC may withhold any payment or part(s) thereof to the Supplier to the extent necessary to protect the JWC from loss under the Contract on account of any breach or default by the Supplier. Any such withholding by the JWC shall not affect the Supplier's obligation to continue performance under this Contract. The JWC shall inform the Supplier in writing of its intent to withhold payment. No interest shall accrue on payments withheld by the JWC in accordance with this Article.

32. CURRENCY AND EXCHANGE RATES

a. Unless otherwise stipulated in the Contract or required by applicable law, each payment shall:

- (1) be made in Norwegian Kroner (NOK); or
- (2) if transferred on a currency other than NOK, be calculated in accordance with the monthly JWC exchange rate then in effect; and
- (3) be transferred to the bank account belonging to the Supplier which is accepted by the JWC.

b. The Supplier shall bear all costs, fees and commissions that its bank imposes on any payment made by bank transfer.

33. CONFIDENTIALITY

The Supplier shall keep confidential any information obtained under or in connection with the Contract and shall not divulge the same to any third party without the prior written consent by the JWC. The provisions of this Article shall continue in force notwithstanding the completion, expiration, cancellation or termination of this Contract.

34. CODE OF CONDUCT

The Supplier recognizes and agrees that the employees shall conduct themselves in a manner suitable for the purpose of the Contract and in accordance with the NATO Code of Conduct as well as with the JWC's Standard of Personnel Conduct. These can be made available upon request.

35. CONTRACT ADMINISTRATION AND AMENDMENTS

a. All notices and communications between the Supplier and the JWC shall be written in English and may be personally delivered, emailed to the following address:

JOINT WARFARE CENTRE
BUDFIN, Purchasing & Contracting Branch
P.O. Box 8080
N-4068 Stavanger
Norway
e-mail: pcs@jwc.nato.int

Or, to any address otherwise designated in writing.

b. Any official discussion/negotiation between the Supplier and the JWC Representatives shall be recorded in Minutes, which shall be signed by

authorised representatives of both the Supplier and the JWC. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the Parties as a result of meetings.

- c. No modification, amendment or change to the Contract, or waiver of any its provisions, or any additional contractual relationship with the Supplier shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.
- d. Unless otherwise specified in the Contract, a change to the person(s) acting as a Party's contractual or technical focal point(s) does not require a formal amendment, and may be affected by a means of a written notification.

36. PUBLICITY AND PUBLIC RELATIONS

Unless authorized in writing by the Contracting Officer, the Supplier shall not advertise or otherwise make public for the purpose of commercial advantage the fact that it is a contractor to the JWC, or use the name, emblem, logo, official seal or any abbreviation of the JWC. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

37. PREFERRED CUSTOMER

The Supplier warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Company, etc. In the event the Supplier offers services to other customers at prices lower than those set forth herein, the Supplier shall so notify the JWC and the prices of such items shall be correspondingly reduced by a modification to this contract.

38. LANGUAGE

The Contract has only been issued in the English language.

39. ENFORCEMENT

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

40. FORCE MAJEURE

Neither of the Parties hereto shall be considered in default in the performance of its obligations to the extent that it proves that such performance has been prevented by a Force Majeure situation; such as, but not limited to, fire, war floods, strikes, etc. The party affected by a Force Majeure shall immediately notify the other party.

41. DISPUTES

- a. Both parties are under duty of good faith. The contract includes not only the specific terms, but also Norwegian law and customary practice to the type of trade to which the contract relates.
- b. All disputes arising out of the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the Supplier.
- c. Should the Contracting Officer and the Supplier fail to reach an amicable settlement of the dispute, the dispute will be settled in the competent Court of Norway, unless otherwise specified in this Contract.

42. APPLICABLE LAW

This contract shall be governed, interpreted and construed in accordance with the laws of the Kingdom of Norway. When performing at NATO Installations the Supplier and his personnel (including also the Sub-Contractor's personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and local installation Directives.

43. JURISDICTION

The Supplier and the JWC accept the city courts of Stavanger, Norway as the legal venue for any disputes that may arise and that cannot be settled by mutual agreement between the Parties.

44. ENTIRE AGREEMENT

This Contract sets for the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. The JWC shall not be bound by, and specifically objects to any term, condition, or other provision inconsistent with or in addition to any provision of this Contract that is submitted by the Supplier in any correspondence or any document unless the JWC specifically agrees to such provision in a written instrument signed by an authorized representative of the JWC.

45. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the JWC.

46. MISCELLANEOUS

- a. By the signing this Contract, the Supplier and all other involved parties that may have an impact on this agreement, have read and understood the contents of the agreement.
- b. It is hereby stated that the Supplier and/or the Supplier's Sub-Contractor(s) and/or the Supplier's personnel are not involved in any other business relationships that may have instant or foreseeable future negative impact on the Contract.
- c. Delivery of Supplies pursuant to the Contract, even if not signed, denotes full and formal acceptance by the Supplier of the Contract and its General Terms and Conditions.

PART II - SECTION B – PER NATURE OF THE CONTRACT

IFIB-ACT-JWC-16-19

CAX OPERATORS SUPPORT SERVICES

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1. SCOPE

These Special Terms and Conditions address all issues pertaining to Services to be rendered by the Company to JWC under this Contract, thereby taking precedence over the JWC General Terms and Conditions.

2. TYPE OF CONTRACT

This is a Firm-Fixed Price - Level of Effort Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Company and JWC. All financial risks and liabilities undertaken by the Company for the purpose of the service provision fall with the Company. All employer responsibilities for the Company Personnel performing under this Contract shall lie with the Company. In case the Contractor is self-employed individual those Special Terms and Conditions referring to the Company Personnel are equally applicable to him/her except for individual leave entitlement which is to be considered as period of permitted absence.

3. DELIVERY OF SERVICE

All services under this Contract will be performed primarily on JWC Work Days and during JWC Operating Hours.

4. EXCEPTIONS FROM DELIVERY OF SERVICE

Under exceptionally approved circumstances, services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4. This will be directed by the respective COTR and duly supported by approved Purchase Orders.

5. COORDINATION OF DELIVERY OF SERVICE

In order to ensure a balanced professional performance of the Company Personnel during their performance for JWC, the Company shall ensure that each Company Personnel will take his/her applicable leave. All periods of non-delivery of services must be coordinated with the respective COTR.

6. COORDINATION OF ABSENCES

To ensure the uninterrupted flow of JWC projects, any absence by the Company Personnel requires the earliest possible coordination with the COTR. Generally, such absence also requires the approval by the COTR.

- a. Personal Leave

At the beginning of the Contract the Company and the COTR will establish a leave plan for each Company Personnel.

b. Illness

Should absences caused by illness affect the performance of a JWC project, the Company, upon request by the Contracting Officer, shall immediately replace the incapacitated Company Personnel with an equally qualified individual. JWC reserves the right to approve such substitute based on his/her suitability and qualifications.

c. Other Absences

Unless otherwise arranged for, the Company shall ensure the full presence of the Company Personnel in accordance with Delivery of the Service set out in paragraph 3.

7. TRAVEL

- a) Travel by Contractors in support of the JWC mission will only be performed when a member of the approved International JWC Peacetime Establishment is unable to perform the mission.
- b) Since travel may be required during the period of performance, it will be up to the COR to identify requirements, as well as to obtain NATO authorized travel orders for Company's personnel in accordance with the ACT Financial Manual, Section 24 and JWC Directive "Travel on International Duty", including to obtain advance approval from the Contracting Officer on travel and per diem costs.
- c) Once Contractor travel has been established under a Contract/Purchase Order and the Company's personnel is tasked to travel, the JWC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
- d) The JWC Travel Office will set the Transport Ceiling Cost and at that time the Company may elect to book their transportation with the JWC Travel Office.
- e) Transport tickets purchased through the JWC Travel Office will be paid by JWC, and the applicable travel line of the Contract/PO will be charged. These costs will not be invoiced by, or paid to, the Company. When transport tickets are purchased through another source, only documented cost up to the provided ceiling allocated by the JWC Travel Office, will be reimbursed to the Company.
- f) Expenses for travel and per diem will be in addition to the firm-fixed-price daily rates for contracted services presented herein. The Company will be reimbursed for travel expenses based on the NATO Civilian daily subsistence allowance for meals, lodging, incidental expenses and any applicable overhead and/or fees in connection with the travel. When air or train transportation is utilized as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available. Travel must be on Economy Class fares (any extras, such as, but not limited too additional baggage/seat choice/legroom/etc. will be at SUPPLIERS own expense.
- g) Within the scope of this Contract, Company Personnel are not required to travel outside the NATO/PfP Area. Should travel to Areas of

Operation/s (AO) be required in order to comply with the tasks stated in this Contract, a separate annex will be concluded between the Parties. If the parties fail to reach an agreement and conclude an annex within 3 weeks from a date announced by JWC, JWC holds the right to terminate the entire Contract.

- h) The SUPPLIER should submit an invoice for travel within ten (10) working days after completion of the travel. Such invoice must contain copies of all relevant back-up documentation in addition to JWC signed approval of the travel.
- i) Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
- j) Upon termination or expiry of this Contract the deadline for submitting travel expense claims is one (1) month from the date of Contract termination or expiry.

8. **BILLABLE DAYS**

Only time spent by the Company Personnel in the immediate performance of this Contract, is subject to the rules and procedures set.

a. Billable days

- i. 100% of the daily rate will be applicable for days between 7 and 12 hours worked.
- ii. 50% of the daily rate will be applicable for days between 4 and 7 hours worked.
- iii. There will be no reimbursement for days less than 4 hours worked.

b. Billable days on travel

Travel time used for Travel on International Duty (to/from place of destination) outside JWC staff hours will not be reimbursed.

c. Billable days on courses, conferences and workshops.

Time spent by Company Personnel attending a course, conference or workshop, is only billable in accordance with 8-a., if the participation is specifically ordered by the JWC in advance.

d. Non-performance

Personal leave, closing of the Headquarters by the order of the JWC Chief of Staff, sickness, company coordination, company reports, training not required or ordered by JWC, breaks (except the mid-day break as defined in JWC Directive 16-04), internal social events (except for the obligatory participation in official JWC events, as ordered by the Commander or the Chief of Staff) or any other

activity not immediately related to the performance of the services required under this Contract do not constitute billable days.

9. COMMITMENT OF COMPANY PERSONNEL

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

10. DEFICIENT PERFORMANCE

Should committed Company Personnel perform unsatisfactorily the Company will exchange such Company Personnel, at the request of the Contracting Officer for Company Personnel meeting the quality requirements set out in the SOW.

11. COMPANY RESPONSIBILITY FOR COMPANY PERSONNEL

The Company, and in the case being, the sole proprietor, as the employer of the Company Personnel performing the services under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security, registration fees, the contractor's running costs and any other applicable mandatory contributions. In case of duty travels to high risk areas required by JWC, the Company may be reimbursed the insurance costs by JWC, if so decided by the Contracting Officer.

12. BILLING

The Company shall bill time for the Company Personnel at the daily rate set out in this contract ONLY for billable days on a monthly basis. The remuneration shall cover all the Company's expenses, except for travel expenses as described in paragraph 13 below.

13. BILLING FOR TRAVEL

Travel by the Company Personnel shall be authorized and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel" and JWC Directive 60-50 – Travel on International Duty.

14. INVOICES

All invoices shall be provided by the Company in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Services shall contain, at a minimum:

- a. A breakdown of the Company Personnel;
- b. The billable days performed by each of them; and also
- c. Indicating travel, absences and other relevant information.

15. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JWC

The Company shall ensure that the Company Personnel honor all JWC Directives and further guidance by the Chief of Staff regarding the safety and management of JWC.

16. WORK SPACE

If provided for in the SOW, JWC will provide working spaces for the Company Personnel. Should these spaces not be considered adequate by the Company, the Company will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.

17. REPRESENTATION OF JWC/NATO

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

18. OWNERSHIP OF WORK PRODUCTS

All Products created by the Company Personnel under this Contract are to be original and they are the property and under the copyright of JWC, unless otherwise specifically stated in this Contract.

PART III - SECTION A – CONTRACT MANAGEMENT DATA

IFB-JWC-16-R-0046

ONLINE CONTENT PRODCUER

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2. REMUNERATION AND PRICES.....30

3. POINTS OF CONTACTS.....30

1. EFFECTIVE DATE AND DURATION

The duration of this Contract is from **01-SEPTEMBER-2016-2014 TO 29-NOVEMBER-2016**. With the possibility for ninety (90) day extension. Notice of execution of the optional extension(s) will be provided in writing by the Contracting Officer no later than thirty (30) days before the contract expiration date.

This implies that the SUPPLIER is obligated to, but not entitled to, extension of the Contract on the terms and conditions stated herein.

2. REMUNERATION AND PRICES

All prices shall be in accordance with **Part I Bidding Instruction Annex B Bid Form**. All prices are in **NOK/EUR/USD/GBP** and exclusive of Value Added Tax (VAT). The prices are firm and fixed for the Contract until **DATE**.

3. POINTS OF CONTACTS

The SUPPLIER shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied, to the following address:

Joint Warfare Centre,
Purchasing & Contracting Branch
P.O. Box 8080, 4068 Stavanger

The JWC POCs are:

Mr Kjetil Sand, Contracting Officer
Tel: +47 51 34 22 32, Fax: +47 51 34 22 79
E-mail address: kjetil.sand@jwc.nato.int

MSgt Christopher Wynn, Contracting Specialist
Tel: +47 51 34 22 36, Fax: +47 51 34 92 94
E-mail address: christopher.wynn@jwc.nato.int

The SUPPLIER's POC is:

PART III - SECTION B – STATEMENT OF WORK

IFB-JWC-16-R-0046

ONLINE CONTENT PRODUCER

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 Online Content Producer

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1. INTRODUCTION

NATO's Joint Warfare Centre (JWC) provides a state of the art training facility to facilitate the full range of NATO's operational-level training from NRF HQ up CJTF HQ size. The JWC also supports various NATO experiments and high-priority training events within its annual Programme of Work (POW). In conjunction with the Joint Force Training Centre (JFTC), the JWC supports joint tactical-level training either at the JWC or at distributed sites as required.

This Statement of Work is for an Online Content Producer to support the Media Simulation Section within the Public Affairs and Media Simulation Branch of the Exercise Production Division within the Exercise, Training and Innovation Directorate. This new requirement is a unique post that requires a blend of journalism skills, technical database management skills all vested within military operational experience.

2. PERSONNEL REQUIREMENTS

The candidate must have the following generic skill sets:

- English level 4-4-4-4
- Valid NATO Secret Security Clearance or national security clearance from a NATO nation on NATO SECRET or equivalent national level
- Ability to work as a part of a multi-national civilian and military team
- Recent Military Public Affairs experience
- Experience in NATO and clear understanding of NATO Command Structure and NATO Force Structure operational processes
- Standard Automated Data Processing and Communication and Information Systems (CIS) Knowledge:
 - Word Processing: Advanced knowledge
 - Spreadsheet: Advanced Knowledge
 - Graphic Presentation: Advanced Knowledge
 - Database: Working knowledge
 - Email Clients/Web Browsers: Advanced Knowledge
 - Online Content Management Systems: Advanced Knowledge
 - JEMM: Advanced Knowledge

2.1 ONLINE CONTENT PRODUCER

One (1) person dedicated to managing and producing online and social media content during the planning and execution phases of all JWC exercises and training events.

2.1.1. Estimated Days

Description	Total Number of Estimated Days Not To Exceed
Online Content Producer	90 Days plus Optional 90 Days (dates to be Determined)

Note: The total days awarded will depend on evolving requirements, budgetary and contractual limitations.

2.1.2 Duties

- Maintaining the online media and information environment in close consultation with the Information Environment Manager including print, social media and OPFOR media websites.
- Developing content to support the Exercise Information & Media Plan for multiple platforms, including International, Regional, National and Local outlets with both online and social media products.
- Coordinating with all stakeholders and actively participating in relevant meetings under the direction of the Manager (Information Environment).
- Writing online articles and social media posts daily throughout Phase II through Phase IIIB in close consultation with the Information Environment Manager.
- Assist in designing and populating news and social media platforms using web content management software.
- Assist in managing media platforms to ensure continuity and quality control and troubleshooting content and technical issues.
- Creating online media content library and managing archive for online media content.
- Identifying and projecting trends in online media news delivery and proposing options to keep JWC current in JWC media simulation capability.
- Providing media expertise/input as needed as online content scripter during MEL/MIL Strategy, Incident Development and Scripting Workshops.
- Advising all scripters how to coordinate potential media activities and provide alternative solutions and guidance to requests that do not contribute to the event’s training objectives.
- Serving as the Online Media Content Manager during exercises (Phase IIIB) and providing dynamic synchronization of Response Cell input into the online environment.
- Role-playing journalist, engaging with Training Audiences, conducting interviews and attending exercise press conferences.
- Scripting dynamic articles and social media posts that incorporate the Training Audience’s responses and address Training Audience actions.
- Providing scheduled and dynamic MEL/MIL guidance to all online media scripters.
- Serving as a Subject Matter Expert for online and social media.
- Participating in relevant meetings, conferences and supported events, both internally and externally within NATO’s area of operations as tasked by the branch head.

2.1.1.3 Deliverables

- Online Content Effects Plan for exerciseS
 - To include outlets, platforms and personalities to be simulated
- Online Content

- News Articles from Local, National, Regional and International perspectives, to include OPFOR media
- Social Media Posts from Local, National, Regional and International news perspectives, to include OPFOR media
- Social Media Posts in support of OPFOR, HICON, LOCON, White/Grey Cell, and others prior to Phase IIIB
- Ensures NewsWeb and Social Media Platforms are loaded with online content prior to each exercise's Phase II
- In collaboration with multimedia team, proposes customized NewsWeb Design Plan to Information Environment Managers for each exercise
- Roleplaying as journalist and production of online content during OLRT and Phase IIIB

2.1.1.4 Required Qualifications

Online Content Producer must be able to show competence in a range of qualifications such as:

- Military Public Affairs background
- Experience with a strategic/operational HQ
- NATO exercise and operational planning experience
- Understanding of NATO strategic and operational policies, processes and procedures
- Professional Print Journalism experience
- Professional New Media experience
- Recent experience administrating content management systems supporting social or online media distribution
- University degree in Journalism, International Affairs, Public Relations or closely related field

2.1.1.5 Desired Qualifications

- Working knowledge of Adobe Creative Suite
- Recent experience with JOOMLA Content Management System Administration
- Experience with database management and coding
- Master's degree in Journalism, Public Relations or related field
- Deployment to operational area or threat area since 2010

Experience covering Eastern Europe and Southern Europe threat areas

3. LOCATION

The operators will normally be working from JWC in Stavanger, Norway. Any other requirements will be specifically requested by JWC and accepted by supplier.

4. CONTRACT DATES

The duration of the Contract is from 01 September 2016 to 29 November 2016. With the possibility for ninety (90) day extension-option (Dates to be determined) pending

requirement, funding, and notice of execution of the extension(s) will be provided in writing by the Contracting Officer.

5. SUMMARY

JWC is asking for one daily rate-per working day for all services specified in this SOW. Contract will be awarded based on Lowest Price Technically Acceptable for the entire contract (Daily rate for Base plus option period). JWC individual financial commitments are limited to the amounts specified in the Purchase Order.

PROPOSAL CONTENT / CHECKLIST

<i>TABLE OF CONTENTS</i>	Included
ANNEX A-1 COMPLIANCE STATEMENT (SIGNED)	<input type="checkbox"/>
ANNEX A-2 CERTIFICATE OF LEGAL NAME OF BIDDER (SIGNED)	<input type="checkbox"/>
ANNEX A-3 CERTIFICATE OF INDEPENDENT DETERMINATION (SIGNED)	<input type="checkbox"/>
ANNEX A-4 CERTIFICATE OF BID VALIDITY (SIGNED)	<input type="checkbox"/>
ANNEX A-5 CERTIFICATE OF EXCLUSION OF TAXES/CHARGES (SIGNED)	<input type="checkbox"/>
ANNEX A-6 CERTIFICATE OF AUTHORIZATION TO PERFORM (SIGNED)	<input type="checkbox"/>
ANNEX A-7 PAST PERFORMANCE (SIGNED)	<input type="checkbox"/>
ANNEX B – SIGNED BID FORM (***PLEASE NOTE PRICE AND TECHNICAL MUST BE IN SEPARATE SEALED ENVELOPES***)	<input type="checkbox"/>
ANNEX C – APPLICATION RESUME	<input type="checkbox"/>
TECHNICAL PROPOSAL, 1 ORIGINAL AND 1 COPY (***PLEASE NOTE PRICE AND TECHNICAL MUST BE IN SEPARATE SEALED ENVELOPES***)	<input type="checkbox"/>
BID IS SEALED AND MARKED WITH IFB-JWC-16-R-0046, COMPANY NAME AND ADDRESS	<input type="checkbox"/>

This Enclosure is designed to assist the respective company provide JWC with all necessary documents/information required. For clarification, please refer to Part I - Bidding instructions.