

### JOINT WARFARE CENTRE

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**ON SITE ENGINEERING SUPPORT FOR NEC CCIS UPGRADE –**

**MAGNUM**

**PART II – GENERAL PROVISIONS**

**SECTION A - GENERAL TERMS AND CONDITIONS**

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# DEFINITIONS

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

1. “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) and has been delegated a defined legal capacity by Headquarters, Allied Commander Transformation (HQ SACT) through its terms of Reference and the Memorandum of Agreement

concluded between HQ SACT and Norway (in the following referred to as “JWC MOA”). Remaining legal personality rests with HQ SACT. JWC is located at Gamle Eikesetvei 29, Stavanger, Norway.

1. “Contracting Officer” means the person executing and managing this contract on behalf of JWC.
2. The North Atlantic Treaty Organisation is hereafter referred to as “NATO”
3. “Supplier/Company” means a party that supplies goods or services.
4. The term “days” shall be interpreted as meaning calendar days.
5. “COR/COTR” means the Contracting Officer’s Representative.
6. “Force Majeure” means an event or effect that can be neither anticipated nor controlled. The term includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g. riots and wars).
7. “Subcontractor” means a Third Party who has entered into an agreement with the SUPPLIER for the supply of services in connection with the Work.
8. “Work” means all work which the SUPPLIER shall perform or cause to be performed under this Contract.

# AUTHORIZATION TO PERFORM

The SUPPLIER warrants that it and its Sub-contractors, if any, have been duly authorized to provide the required services and to do business in Norway. That it and its Sub-contractors, if any, have obtained or will obtain all necessary licenses and permits required in connection with the Contract. That 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 that no claim of additional moneys with respect to any authorizations to perform will be made upon JWC.

# SUPPLIER’S STATUS AND AUTHORIZATIONS

1. The SUPPLIER’s status shall be that of an independent SUPPLIER and it is expressly understood that neither the SUPPLIER (and/or its personnel) nor its Sub-contractors, if any, shall be considered in any respect as being employees, servants or agents of JWC or NATO.
2. No NATO privileges or immunities will be granted by JWC to SUPPLIER’s personnel.
3. The SUPPLIER and/or SUPPLIER’s personnel do not have NATO SOFA or Paris Protocol Status in Norway. Work permits and residency permissions must be obtained where applicable.
4. 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.
5. The SUPPLIER shall be responsible for the execution of all terms of the Contract. It may not delegate its rights or transfer its obligations without the prior written permission of the Contracting Officer.

# ASSIGNMENT

This Contract is not assignable by the Company either in whole or in part unless agreed in writing by the Contracting Officer in accordance with the following reservations:

* 1. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing by the Contracting Officer.
	2. Sub-Contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
	3. The Company shall determine that any sub-Contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in the Company'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.
	4. The SUPPLIER shall be fully responsible for its Sub-contractors and ensure that all relevant paragraphs in this Contract are passed down to its Sub-Contractors.

# ACCEPTANCE

1. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract.
2. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which JWC acknowledges that the Company has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:

- Availability at final destination of all deliverables.

- Successful completion of acceptance testing.

- Verification of the inventory.

- Satisfactory completion of all training or other services, if any, required by that date.

- Agreement between the Contracting Officer and the Company on a discrepancy list (if necessary) and corresponding clearance dates.

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

# SERVICE AND PARTS AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Company 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.

# NOTICE OF SHIPMENT

1. At the time of delivery of any supplies to a carrier for transportation, the

Company 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 Company at least one working day prior to such delivery to a carrier, the Company shall request instructions from the Contracting Officer concerning notice of shipment to be given.

1. 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 Company (if applicable).

# SECURITY

1. The Company shall comply with all security requirements prescribed by JWC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
2. The Company 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.
3. 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.
4. 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 Para 19 below.

# INSPECTION

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

# OWNERSHIP

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

# WARRANTY AND GUARANTEE

1. The Company is liable for any and all faults or defects depreciating value or affecting the usability of the delivered product and

depreciating or compromising the standards as defined in the Contract, or by Norwegian Law.

1. The Company is obliged to, during a warranty period of minimum 12 (twelve) months from the date of delivery and acceptance, to remove or repair physical defects in the product, no matter if the defect or fault occurs after the date of delivery and acceptance, provided that the condition, which causes the defect or fault, existed on the day of delivery and acceptance – but was not discovered and recorded in the protocol.
	1. The warranty applies to all faults or defects as described in this paragraph, and reported by JWC in accordance as stated below, before the expiry of the warranty period.
	2. In case the Company is unable to remove or repair faults or defects occurring within the warranty period, 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 product;
		* If the fault or defect affects the general usability of the product, set aside and declare the Contract void and subject to compensation, or request another company to do the remaining and necessary works at Company’s expense.
	3. JWC is obliged to notify the Company in writing, of any fault or defect no later than 7 (seven) days after JWC has identified or discovered the fault or defect.
	4. The parties will jointly inspect the fault or defect, and their findings and conclusions are to be jointly recorded. The obligation to call for joint inspection rest with JWC. JWC will in writing give the Company 7 (seven) days prior notice of the time and place for a joint inspection, along with an outline of the fault(s) or defect(s), the impact on the usability of the product, and a deadline for repairing the fault or defect.
	5. Repairing of the defect should be reported in a protocol.
	6. The Company issues a guarantee on the product for a period of 24 months, from the date of delivery and acceptance, certifying that the product fulfils the agreed standards. Under the guarantee 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 period of the guarantee notifies Company of the fault or defect. All repair work will be granted the same guarantee of 24 months, from the date of delivery and acceptance of the repair work.
	7. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period of 12 months starting at the time the part is received back at the user's location.
	8. 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.
	9. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this Contract.
	10. The word "supplies" as used herein includes related services.
	11. The rights and remedies of JWC provided in this clause are in addition to and do not limit any rights afforded to JWC by any other clause of the Contract.

# EXPORT CONTROL

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

# JWC REGULATIONS

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

# TRAVEL

1. 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.
2. 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.
3. Once Contractor travel has been established under a Contract 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.
4. 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.
5. 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.
6. 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 utilised as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available to meet the requirement. JWC is not responsible for any costs associated with e.g. initial travel to take up duties, travels for leave or holidays, and final travel from the normal duty station to home country.
7. 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.
8. 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.
9. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
10. 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.

# COMPANY NOTICE REGARDING DELAY

In the event the Company 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 JWC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

# NOTICE OF ASSISTANCE WITH RESPECT TO PATENT AND COPYRIGHT INFRINGEMENT

1. The Company 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 Company has knowledge.
2. In the event of any claim or suit against 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 Company shall furnish to JWC, when requested by the Contracting Officer, all evidence and information in possession of the Company pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of JWC except where the Company has agreed to indemnify JWC.

1. This clause shall be included in all sub-contracts.

# INTELLECTUAL PROPERTY

Materials developed by the Contractor while under Contract to JWC shall become the intellectual property of JWC without prejudice to the residual rights of the Company to use the same or similar materials on future occasions in connection with work carried out for JWC.

# RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

1. JWC shall have unlimited rights in:
2. All technical data and 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.
3. Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes.
4. 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.

# SOFTWARE RELEASES AND UPDATES

1. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.
2. The Company shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to 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.

# QUALITY ASSURANCE AND CONTROL

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 JWC has the right to audit the SUPPLIER’s quality assurance system at any time during the term of the Contract.

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 JWC in a timely manner.

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:

* Summary of work completed in the reporting period, including work days used
* Current and/or anticipated problems/deficiencies, if any
* Closing date(s) for open issues, if any
* Comments/Queries

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.

JWC reserves the right to inspect any facilities required by the SUPPLIER or to fulfil the obligations of this Contract, at any time.

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## MONITORING AND ASSESSMENT

JWC will 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.

As a minimum, the following criteria must be met in order to fulfil the quality requirements of this Contract;

* Applicable regulations are complied with.
* No serious observations concerning the Work have been made.
* Investigations and interviews confirm that the SUPPLIER is fulfilling the Work in accordance with contractual obligations.

The SUPPLIER is obligated to assist in monitoring the Contract by providing necessary statistical materials.

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##  QUALITY IMPROVEMENT

If the quality inspections and assessments show a need for improvement the SUPPLIER shall submit an action plan to JWC. 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 JWC.

The SUPPLIER shall keep up with developments in its professional field and, subject to the agreement of JWC, make changes to improve and develop the services provided to JWC.

## HEALTH, SAFETY AND ACCIDENT PREVENTION

The SUPPLIER is obligated to ensure that personnel working inside JWC areas are working in accordance with applicable national or local laws, codes and/or regulations. 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.

# MEETINGS

Management meetings should be held as required by any of the Parties. An agenda for Project management meetings shall be agreed minimum 1 (one) week prior to such meeting and minutes of meeting must be recorded in writing and signed by both parties. Such minutes will form an integral part of this contract.

Ad hoc meetings may be held when deemed necessary by the Parties.

Unless otherwise agreed all meetings will be held in JWC’s facility in Stavanger, Norway.

Each of the Parties shall bear its own cost in connection with management and/or Ad hoc meetings.

# TERMINATION

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## TERMINATION FOR CONVENIENCE

JWC reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, the Company shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, the Company 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 Company can demonstrate to the satisfaction of JWC using its standard record keeping system have resulted from the termination. In the event of the failure of the Company and the Contracting Officer to agree as upon the whole amount to be paid to Company by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Company the amounts determined by the Contracting Officer. The Company shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give JWC any right to audit the Company's records. The Company shall not be paid for any work performed or costs incurred which reasonably could have been avoided. The SUPPLIER shall continue the performance of this contract to the extent not terminated under the provision of this clause.

## TERMINATION FOR DEFAULT

* 1. JWC may, subject to the provisions of paragraph c. below, by written notice of default to the Company, terminate the whole or any part of this Contract in any one of the following circumstances:
		1. If the Company fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
		2. If the Company fails to perform any 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 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 JWC terminates this Contract in whole or in part as provided in paragraph a, of this clause, JWC may procure supplies or services similar to those so terminated and the Company shall be liable to JWC for any excess costs for such similar supplies or services. The Company shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of sub-Contractors, the Company shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Company. If the failure to perform is caused by the default of a sub-Company, and if such default arises out of causes beyond the control of both the Company and sub-Contractor, without the fault or negligence of either of them, the Company shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Company to meet the required delivery schedule.

d. If this Contract is partly terminated as provided in paragraph a. of this clause, JWC, in addition to any other rights provided in the clause, may require the Company to transfer the ownership and deliver to 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 Company has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Company shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Company in which JWC has an interest. Payment for completed supplies delivered to and accepted by JWC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JWC and for the protection and preservation of property shall be in an amount agreed upon by the Company and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Dispute". JWC may withhold in accordance with Norwegian law from amounts otherwise due the Company for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect JWC against loss.
1. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Company was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of JWC, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Company was not in default under the provisions of this clause, and if this Contract does not contain a clause providing for termination for convenience of JWC the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes",
2. 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.

# CORRUPTION AND ILLICIT GRATUITIES

The SUPPLIER certifies that neither it nor its agents 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.

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

# INSURANCE

The SUPPLIER is responsible for holding any required insurances under Norwegian Law at own cost.

# INDEMNITY

The SUPPLIER shall indemnify and hold JWC, its officers, employees and agents harmless from any and all claims, liabilities, damages, losses and expenses arising from:

a) 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 JWC and/or JWC’s employees;

b) 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;

c) any claim by any third party that the work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party.

# TAXES AND CUSTOMS CHARGES

Specifically, under Article 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.

# PURCHASE ORDERS

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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. Order confirmations stating the agreed price and delivery date shall be sent to JWC within 2 (two) days from the Purchase Order.

All JWC’s Purchase Orders contains a eight-digit Purchase Order number and are duly signed by JWC’s Contracting Officer. Purchase Orders which do not contain a Purchase Order Number and/or the Contracting Officer’s signature shall be refused by the SUPPLIER and promptly notified to JWC.

# INVOICES & PAYMENTS

1. In order for 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).
2. Note; The text above is not applicable to Norwegian companies. Norwegian companies must explicitly define VAT in each invoice.
3. All invoices must contain:
	1. Name and address of the Company
	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
4. Invoices are to be submitted to:
	* 1. **Joint Warfare Centre**
		2. **BUDFIN, P&C Section**
		3. **PO Box 8080**
		4. **N-4068 Stavanger**
5. Standard terms of payment are 30 days net upon completion of service and 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.
6. Electronic Fund Transfer is the prescribed method of payment for JWC. All SUPPLIERs to JWC must complete and submit a Supplier Registration Form which can be found at [www.jwc.nato.int](http://www.jwc.nato.int).

# 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 JWC. The provisions of this Paragraph shall continue in force notwithstanding the termination of this Contract regardless of the cause for termination.

# 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 Joint Warfare Centre’s Standard of Personal Conduct. These can be made available upon request.

# CONTRACT ADMINISTRATION AND AMENDMENTS

All notices and communications between the Supplier and JWC shall be written in English and may be personally delivered, emailed and/or faxed 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.

Any official discussion/negotiation between Supplier and JWC Representatives shall be recorded in Minutes, which shall be signed by authorised representatives of both Supplier and 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. If the content of these minutes fall within the scope of the contract or specifications, an amendment will not be initiated by JWC.

If, however, it is considered by either party that certain discussions and decisions have taken place at meetings which fall outside the scope of the contract or specifications, then this fact should be recorded at the time and document amendments will be necessary prior to any succeeding action. It is very important to note that only changes or instructions given in writing by the JWC Contracting Officer shall be considered binding. ONLY A DULY APPOINTED JWC CONTRACTING OFFICER HAS THE AUTHORITY TO BIND NATO, i.e., commit the Supplier to perform work which will have financial consequences. In those instances where JWC has given agreement by letter or fax or email to proposed in-scope actions (i.e., at no additional cost) by the SUPPLIER, mentioned documents will contain, when applicable, the following note:

“The text of this letter/message does not grant nor imply permission to initiate any actions which affect price, date, and place of delivery or scope of the Contract/Specifications.”

JWC shall be entitled at any time to submit a request in writing that the Contract be amended. If the effect of such request is that the financial terms of the Contract or the scale of performance therein must be changed, the SUPPLIER shall, within fourteen (14) days of receiving the request for amendment, submit a detailed, duly justified proposal for adjustment. This provision shall not however release the SUPPLIER from his obligation to perform the contract in its amended form.

The SUPPLIER shall be entitled to propose changes to the Contract should the effect of such changes be benefits in the sense that the quality or cost of the goods and services provided will be improved or made more effective.

Written notification shall be given of all changes or additions that affect the Contract in terms of changed technical content, price impact, or other contractual provisions.

Changes or additions to the scope of the Contract shall reflect the maximum obligation of JWC before, and the new obligations incumbent on JWC after they come into effect.

JWC shall not be held financially responsible for changes to the scope of the Contract that does not follow the procedure for making changes and additions to the Contract.

All changes and deviations from the requirements and descriptions laid down in the Scope of Services shall be documented and followed up by the SUPPLIER.

The SUPPLIER shall not be entitled to bill JWC for time spent in considering, estimating, following up and reporting changes, as well as other administrative action therewith connected.

Any changes, additions or deletions and instructions under this CONTRACT shall not be binding unless issued in writing by the Contacting Officer.

# PUBLICITY AND PUBLIC RELATIONS

The SUPPLIER shall not make any press release including but not limited to photographs and films or public statements concerning the Contract or any of its content without the prior written approval of JWC.

# 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 JWC and the prices of such items shall be correspondingly reduced by a modification to this contract.

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# LANGUAGE

The Contract has only been issued in the English language.

# INCONSISTENCY BETWEEN ENGLISH AND TRANSLATION OF CONTRACT

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

# 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.

# 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.

# DISPUTES

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.

All disputes arising out of the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the SUPPLIER.

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.

# 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.

# LEGAL VENUE

The SUPPLIER and 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.

# 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

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

# THE SIGNATURES

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.
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.

Delivery of services pursuant to the Contract, even if not signed, denotes full and formal acceptance by the SUPPLIER of the Contract and its terms and conditions.

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| --- | --- |
| Date: For Joint Warfare CentrePostboks 8080N- 4068 StavangerNorwaySigned by authorized personnel…………………………………. Mr. Kjetil SandContracting Officer Date: .........................................Mr. Nils Skarland Financial Controller | Date: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXSigned by authorized personnel*……………………………………*  |