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

**PART II – GENERAL PROVISIONS**

**SECTION B – PER NATURE OF THE CONTRACT**

**COMMERCIAL PERSONNEL SERVICES CONTRACTS**

**IFIB-ACT-JWC-16-01**

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### SCOPE

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

### TYPE OF CONTRACT

As far as Commercial Personnel Services under this Contract are concerned this is a Level of Effort Firm-Fixed Price 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.

### DEFINITIONS

1. Billable Hours

As further specified in these Special Terms and Conditions, days spent by the

Company Personnel in the immediate performance of this Contract for which the Company may bill JWC at the hourly rate set out in this Contract.

1. Commercial Personnel Services

As specified in the SOW, the continuous performance to be provided by the Company Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.

1. The Company Personnel

An individual/individuals employed by the Company to perform the services required under this Contract for JWC.

1. JWC Work Days

Mondays through Fridays with the exception of JWC Holidays, which are listed in JWC Directive 40-23. The number of JWC Holidays may vary from year to year.

1. JWC Operating Hours

As provided for in JWC Directive 16-04.

1. Man Year

230 days of the service to be rendered by one Company Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance assuming 5 JWC Work Days per week. As a baseline the further assumption is: 15 working days of JWC Holidays and 15 JWC Work Days as the minimum individual leave. As, in particular, the number of individual leave days may be greater and the number of JWC Holidays may vary. In no event shall a ceiling of 240 days per man year or corresponding fraction thereof be exceeded.

1. Products

Any item, document, writing, study, briefing, data base, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

### DELIVERY OF SERVICE

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

### EXCEPTIONS FROM DELIVERY OF SERVICE

Under exceptionally approved circumstances, Commercial Personnel 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.

### 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.

### 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.

1. Personal Leave

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

1. 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.

1. 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 4.

### BILLABLE HOURS

Only time spent by Contractor Personnel in the immediate performance of this Contract.

a. Billable hours on travel. Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.

b. Overtime. All overtime within the limit of the contracted manyear or fraction thereof (total of 1800 hours for full year’s service) shall be billed at the normal hourly rate set out in this contract.

c. Non-performance. Personal leave, closing of the JWC, sickness, company coordination, company reports, training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

### 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.

### 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.

### 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.

### 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.

### 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.

### INVOICES

All invoices shall be provided by the Company in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Commercial

Personnel Services shall contain, at a minimum:

1. A breakdown of the Company Personnel;
2. The billable days performed by each of them; and also
3. Indicating travel, absences and other relevant information.

### 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.

### 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.

### 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.

### 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.