



Joint Warfare Centre

Stavanger, Norway



JWC-XX-C-XX

NAME OF CONTRACT

PART II – GENERAL PROVISIONS

SECTION A - GENERAL TERMS AND CONDITIONS

JWC-XX-C-XXX

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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 Purchase Order Terms
- 2nd Special Terms and Conditions
- 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.
- q. “**Purchase Order**” means the contractual document used by JWC to order supplies and services.

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 goods and services and to register and deliver it 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.

- (5) In line with these contractual terms and conditions, the supplier must provide the details/paperwork of your corporate registration. The required documentation must be provided at your earliest opportunity but not later than **DAY-MONTH-YEAR**.

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. Jåttå Community Club, Jåttå 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 5 (five) years (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 14 (fourteen) 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:
 - Replacement product with equal or better specification;
 - 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 5 (five) years 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 programs, 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. 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,
 - (2) Current and/or anticipated problems/deficiencies, if any;
 - (3) Closing date(s) for open issues, if any;
 - (4) Comments/Queries.
- c. JWC reserves the right to inspect any facilities required by the Supplier or to fulfil the obligations of this Contract, at any time.
- d. 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.
- e. 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 the 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 OF JWC

- 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, BANKRUPTCY, 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. PROHIBITION OF SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT

- a. The Contractor shall take all appropriate measures to prevent and respond to sexual exploitation or sexual abuse ("SEA") and sexual harassment ("SH") of anyone by its employees or any other persons engaged and controlled by the Contractor, or its Subcontractor, to

perform any services under the Contract including but not limited to vetting its potential employees. In the performance of the Contract, the Contractor shall comply with the standards of conduct set forth in the “The NATO Policy on Preventing and Responding to Sexual Exploitation and Abuse” of 20 November 2019.

- b. In particular, the Contractor and Contractor’s Employees shall not engage in any conduct that would constitute sexual exploitation or sexual abuse:
- 1) Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Acts that constitute sexual exploitation include, but are not limited to, the exchange of money, goods or other commodities and or services, employment or any exchange of assistance that is due to the local population in exchange for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. All such transactional sex, including the exploitation of the prostitution of others, is a form of sexual exploitation. Sexual relationships based on inherently unequal power dynamics are a form of sexual exploitation.
 - 2) Sexual abuse is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Acts that constitute sexual abuse include, but are not limited to, any action or behaviour of a sexual nature that coerces, threatens or forces a person to engage in a sexual activity, or any unlawful sexual activity with a person under the age of 18.
- c. Contractor and Contractor’s Employees will also not engage in any conduct that would constitute sexual harassment:
- 1) SH is any unwelcome and unwanted behaviour of a sexual nature, whether verbal or physical that is offensive and creates a hostile or intimidating work environment.
 - 2) SH may include unwelcome sexual advances, unsolicited requests for sexual favours, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. SH is particularly egregious when it is linked with direct or implied threats or promises about career prospects (“quid pro quo” harassment).

- 3) SH may occur between persons of any gender who can be either the target or the perpetrators of SH.
- d. Contractor and Contractor's Employees will also not engage in any conduct that would constitute workplace harassment or discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to ACT, JWC and NATO's code of conduct or related policies.
- e. In the performance of the Contract, should sufficient information of conduct described above against the Contractor or Contractor's Employees be brought to JWC's attention, JWC shall commence a review into the Contractor's or Contractor's Employees' conduct in this regard in accordance with JWC and/or NATO regulations, rules, policies and procedures.
- f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the Contract. The Contracting Officer may terminate this contract without notice if it is found, after an inquiry instituted by JWC, that illicit gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor, 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 execution.
- g. In addition, nothing herein shall limit the right of JWC and/or NATO to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

28. ORGANISATIONAL CONFLICTS OF INTERESTS

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.
- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once organizational conflicts of interest are identified, the primary burden of detecting, identifying and disclosing

- organisational conflicts of interest to the contracting officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding organisational conflicts of interest are:
- i. Preventing the existence of conflicting roles that might bias a contractor's judgment; and
 - ii. Preventing unfair competitive advantage. An unfair competitive advantage exists where a contractor competing for award of any contract possesses:
 1. Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
 2. Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.
- d. Contracting officers and potential bidders shall analyse planned acquisitions in order to:
- i. Identify and evaluate potential organisational conflicts of interest as early in the acquisition process as possible; and
 - ii. Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the organizational conflict of interest is not revealed prior to award.
- e. The contracting officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the contracting officer shall notify the contractor, provide the reasons therefor, and allow the contractor a reasonable opportunity to respond. If the contracting officer finds that it is in the best interest of the JWC to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the organisational conflict of interest to the Financial Controller. The waiver request and decision shall be included in the contract file.
- f. Obligations of the Parties.
- i. When a Contractor or Prospective Contractor becomes aware of the existence or potential for an organisational conflict of interest, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an organisational conflict of interest when the Contractor or

Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential organisational conflict of interest.

ii. If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

29. INSURANCE

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

30. 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.

31. PURCHASE ORDERS

- a. JWC Purchase Order(s), 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.

32. INVOICES & PAYMENTS

- a. In order for the JWC to make timely payment, the Supplier will provide an original invoice, which must be exclusive of all taxes 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:

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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. PUBLICITY, PUBLIC RELATIONS, AND BRANDING

- a. Unless authorized in writing by the Contracting Officer, the Contractor shall not advertise or otherwise make public, including but not limited to photographs and films or public statements concerning this Contract, the fact that it is a contractor to 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.
- b. The Contractor shall ensure that all deliverables in support of the contract are consistent with NATO Approved Branding.

39. 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.

40. LANGUAGE

The Contract has only been issued in the English language.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.