



JOINT WARFARE CENTRE

EIKESETVEIEN 29 – PB 8080 – 4068 STAVANGER – NORWAY



IFIB-ACT- JWC-26-0008

Engineering Support for modernization and maintenance of the NEC CCIS application

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PART I – BIDDING INSTRUCTIONS

1. PURPOSE

- a. The purpose of this Invitation for International Bidding (IFIB) process is to award, one for lot 1 and two for lot 2, Non-Personal Services Indefinite Delivery Indefinite Quantity (ID/IQ) contracts for the provision of an Engineering Support for modernization and maintenance of the NEC CCIS application.
- b. The contracts will be awarded based on Technical factors / pricing factors rated Technical / Price =70/30 (Best Value) and will be a Firm Fixed Price Deliverables contract. Contract Award is contingent upon funding availability. Partial Bidding is allowed.
- c. The Bidding Instructions should enable the bidders to prepare and submit their quotations for meeting the requirements of this IFIB-ACT-JWC-26-0008.

2. TIMETABLE

Summary Timetable	Date	Comments
Notice of Intent Release	Friday, 17 October 2025	
Invitation for Proposal Release	Tuesday, 09 June 2026	
Bidder's Conference	Tuesday, 30 June 2026	
Deadline for submitting clarifications	Thursday, 06 August 2026	13:00 CET
Deadline for Submission of the Bids	Thursday, 03 September 2026	Tenders must be submitted by email no later than 13:00 CET
Contract Award Committee Opening Session	Friday, 04 September 2026	Estimated

Completion Date and Signature of Contracts	Wednesday, 07 October 2026	Estimated
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3. DEFINITIONS AND ABBREVIATIONS

- a. "Bid" means a submission of completed documents in response to this IFIB with the intent of participating in the competition for a contract award. Bid is used interchangeable with the term "Proposal".
- b. "Bidder" means the bidding entity that has submitted a bid in response to this IFIB. This term may be used interchangeably with the word "Supplier" or "Company".
- c. "Contracting Officer" or the "Purchasing & Contracting Officer" or "P&C" means the person executing and managing this contract on behalf of JWC. Only duly designated Contracting Officers have the authority to obligate JWC.
- d. "Contracting Officer Technical Representative" or "COTR" means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract. They are responsible for overseeing the execution of the contract. COTRs are authorized to make direct liaison with the Supplier but do not have delegated authority to make any commitments or changes that affect price, quality, delivery or other terms and conditions of the contract.
- e. "HQ SACT" means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.
- f. "JWC" means the Joint Warfare Centre, located in Stavanger, Norway.
- g. "North Atlantic Treaty Organization" is hereafter referred to as "NATO".

4. USEFUL WEB SITES

- a. The following web sites contain information that may prove useful to the Bidders;
 - i. NATO; www.nato.int
 - ii. JWC; www.jwc.nato.int
 - iii. Norwegian Tax Authorities; www.skatteetaten.no
 - iv. Norwegian Work and Welfare Authorities;
<https://www.nav.no/>
 - v. Work in Norway Guide; www.nyinorge.no/en/

5. ELIGIBILITY

- a. This IFIB is opened to Governmental or Commercial entities that:
 - vi. Originate and are chartered/incorporated within NATO member nations.
 - vii. Maintain a professionally active facility (office, factory, laboratory, etc.) within NATO-member nations.
 - viii. At the time of bidding, bidders must be legally authorised to operate this kind of business in any of the NATO-member nations.
- b. All proposed key personnel on this requirement must be citizens of a NATO member nation.
- c. Supplier personnel deployed on site must be in possession of NATO Secret (NS) security clearances. Such security clearances must be in place at the time of Contract commencement date.

6. CLASSIFICATION

- a. This Invitation for International Bid/Proposal (IFIB) is a NON SENSITIVE INFORMATION RELEASABLE TO THE PUBLIC document.
- b. However, it may make references to classified documents for which access and/or retention are subject to NATO and national security rules and procedures. JWC will not distribute these classified documents to prospective bidders, nor will JWC consider any request for time extension to enable a prospective bidder to obtain these classified documents from national sources.
- c. For bidding purposes, candidates must currently have an Active NATO SECRET security clearance or equivalent national level at the time of bid proposal.
For the performance of task orders for the contract, the Companies' personnel who will deliver the services at JWC, must obtain a NATO

SECRET security clearance or equivalent national level, not later than, 60 days prior to task order start date

7. PARTIAL BIDDING

Partial bids are ALLOWED.

Bidders may submit a bid for both lots of positions **or** for only one of the two.

The bidder must submit a bid for all positions with the required number of compliant candidates for the base period for Lot 1.

For Lot 2, The bidder must submit for all 8 positions in Lot 2.

For both lots, if a bid for any position is not compliant, the bidder is non-compliant overall, unless it is in JWC's best interest.

Minimum submission qualifications are listed in Part III - Annex A.

8. AMENDMENTS OR CANCELLATION OF THE IFIB

- a. JWC reserves the right to modify or delete any one or more of the terms, conditions, requirements or provisions of the IFIB prior to the date set for the bid closing.
- b. JWC reserves the right to cancel this IFIB, in its entirety, at any time. No legal liability on the part of JWC for payment of any sort shall arise and in no event will a cause of action lie with any bidders for the recovery of any costs incurred. All efforts initiated or undertaken by the bidders shall be done with this understanding while creating their response to this IFIB.
- c. JWC will inform the prospective bidders by email for any changes of this original document.
- d. If this IFIB is cancelled prior to the bid opening during the contract awards committee session, the bids already received will be returned unopened to the senders.

9. COMPLIANCE

- a. Bidder's proposal must be based on a full compliance with the terms, conditions, and requirements of the IFIB and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and functional details, provided that stated functional and performance requirements of the IFIB are fully satisfied.

- b. Each bidder will include in their bid a compliance statement in accordance with Part I, Annex A-1. The bidder shall list thereon, when applicable, all deviations from the Bidding Instructions (Part I), JWC General Provisions (Part II) and the Statement of Work (Part III). Failure to submit a completed compliance sheet will result in disqualification of the bid.
- c. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.
- d. To be eligible for contract award, bidders must comply with all applicable Norwegian laws and regulations relevant to the provision of the requested services in Norway. JWC may require suppliers to provide documentation confirming such compliance.

10. CURRENCY

- a. Bids must be submitted in Norwegian Kroner (NOK).
- b. All invoices and payments will be made in the currency agreed in the contract.
- c. Bank charges/and/or any fees related to payments outside Norway will be charged to the supplier.

11. CONTENTS OF PROPOSAL

The bid will consist of three (3) separate bid packages

The Administrative documentation – one (1) original

The Technical Proposal – one (1) original and (1) copy

The Price Proposal – one (1) original and (1) copy

A. ENVELOPE A - Administrative Documentation: Each prospective bidder shall include the following certifications, completed, signed and dated (wherever applicable) by the bidder with the minimum the following information:

a.0 Bid Submission Form (Annex A-0)

a.1 The Compliance Statement (Annex A-1)

a.2 The Certificate of Legal Name of Bidder (Annex A-2)

- a.3 The Certificate of Independent Determination (Annex A-3)
- a.4 The Certificate of Bid Validity (Annex A-4)
- a.5 The Certificate of Exclusion of Taxes and Charges (Annex A-5)
- a.6 The Certificate of Authorization to Perform (Annex A-6)
- a.7 Conflict of interest (Annex A-7)
- a.8 List of Subcontractors (Annex A-8)
- a.9 Certification of Security Clearance (Annex A-9)
- a.10 Bidders Conference Form (Annex A-10)

B. ENVELOPE B - Technical Proposal: The Technical Proposal must enable JWC to assess the supplier's current position in promoting quality and financial assurance.

Each prospective bidder shall submit a Technical Proposal that includes, at a minimum, the following information:

- i. The Company Compliance Evaluation Form (**Annex B-1** Company Compliance Evaluation – JWC Fill-in Format)
- ii. The Past Performance Form (**Annex B-2** Past Performance Form – JWC Fill-in format)
- iii. The Application Resume Form (**Annex B-3** Application Resume Form – JWC Fill-in format)

Note: For each candidate, bidders must complete the matrix and provide a résumé/CV of no more than two pages. No other documentation may be submitted

C. ENVELOPE C - Price Proposal: The Price Proposals shall be made in accordance with the attached Bid Form (Annex C-1).

The Bid Forms (Annex C-1):

- i. must be dated and signed by Bidder's authorized personnel.
- ii. Financial Proposal (Annex C-1) – Suppliers may propose different work unit pricing from the base year to each of the four (4) options years. Additional information for this form will be included on the form itself.
- iii. Prices shall be on a Firm-Fixed price basis.

12. BID SUBMISSION

- a. All Proposals shall be submitted in the English language.
- b. Proposals shall be submitted electronically. It will be in three separate files containing relevant PDF documents, one containing the Administrative Documents, one containing the Technical Proposal and one containing the Financial/Price Proposal.
- c. Each shall be e-mailed separately to:
 - i. **ENVELOPE A - Administrative Documentation:**
timothee.maillefer@nato.int **and**
jwc.budfinpcttechnicalproposal@nato.int
 - ii. **ENVELOPE B - Technical Proposal:**
timothee.maillefer@nato.int **and**
jwc.budfinpcttechnicalproposal@nato.int
 - iii. **ENVELOPE C - Price Proposal:**
timothee.maillefer@nato.int **and**
jwc.budfinpcpriceproposal@nato.int
- d. E-mail subjects shall include the solicitation proposal type along with company name (IFIB-ACT-JWC-26-08_Administrative_Proposal_Company_Name). Allow sufficient time in your submission should you encounter e-mail size challenges.

13. LATE PROPOSALS

- a. Proposals received after the established closing date/time will be considered late.
- b. It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches JWC prior to the established closing date and time.
- c. Late bids will be referred to the CAC who will determine whether they will still be evaluated; a statement from the bidder explaining the reason for the delay may be requested.
- d. Note that a delay in an e-mail exchange due to server or size restrictions does not constitute a delay by NATO.

14. BID WITHDRAWAL

- a. A bidder may withdraw their proposal up to the date and time specified for the bid closing, by written notice to JWC Contracting Officer.
- b. A bid withdraw will be annotation on the Contract Award Record.

15. BID CLOSING DATE

- a. Proposals must be received at JWC **no later than 13:00 hours (CET) 03/09/2026**. At that time and date, bidding will be closed.

16. BID VALIDITY

- a. Proposals submitted shall remain valid for a period of one hundred and eighty days (180) from the applicable closing date set forth within this IFIB.
- b. JWC reserves the right to request an extension of validity if an award decision cannot be made within this time. Bidders will be entitled to either grant or deny this extension of validity. JWC will interpret a denial as a withdrawal of the proposal.

17. DURATION OF THE CONTRACT

- a. The contract awarded through this IFIB will be for an initial period effective from the date of last signature of one year (12 months), with the option to extend the contract in the form of four (4) 12-month extension options.
 - i. Base Year 1/1/2027 to 12/31/2027
 - ii. (Option Year 1) 1/1/2028 to 12/31/2028
 - iii. (Option Year 2) 1/1/2029 to 12/31/2029
 - iv. (Option Year 3) 1/1/2030 to 12/31/2030
 - v. (Option Year 4) 1/1/2031 to 12/31/2031
- b. Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 60 days prior to current contract expiration date.

18. BID EVALUATION

- a. Responsibility
 - 1. The evaluation of Proposals and the determination as to the responsiveness and technical adequacy of the services offered will be the responsibility of JWC Contract Award Committee

(CAC) and shall be based on information provided by the bidders. JWC is not responsible for seeking any information that is not easily identified and available in the proposal package.

b. Price Comparison

1. For the purpose of price comparison, all quoted prices will be in NOK.

c. Evaluation Process

1. The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of JWC. Such determinations shall be consistent with the evaluation criteria specified in the RFP. JWC is not responsible for any content that is not clearly identified in any proposal package.
2. Proposals shall be evaluated and awarded taking into consideration the following factors:
 - 1) Successful administrative submission of bid packages as requested in paragraph 11 and as listed in this IFIB.
 - 2) Successful determination of compliance on mandatory criteria. (Compliant/noncompliant).
 - 3) Technical factors / pricing factors rated as follows:
Technical / Price =70/30 (Best Value)
 - 4) Technical clarifications as determined may be conducted.

i. Administrative Compliance

Prior to the commencement of the Price and Technical Evaluation, Bids will be reviewed for administrative compliance with the Bid Submission.

Requirements of this IFIB

- a. The bid was received by the bid closing time
- b. The bid is complete, i.e. contains a separate administrative, technical and financial bid, and it comes in three separate and closed envelopes.

- c. The bidder has submitted originally signed copies of the required Certificates and documents (envelope A).
- d. The Technical Proposal is complete and meets the purpose of this IFIB.

A Bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the JWC CAC (selection criteria: Compliant/ Non-Compliant).

ii. Technical proposal evaluation

- a. The quality of technical offers reaching this stage will be evaluated in accordance with the award criteria as detailed in the evaluation criteria below.
- b. The Assessment of technical quality will be based on the ability to meet the purpose of the contract as described in the Statement of Work. To this end, the technical proposal shall contain the following information to allow evaluation of the bid according to the technical criteria:
 - 1. Annex B-1 Company Compliance Evaluation will be evaluated as compliant/non-compliant. Each question will be graded individually, and a bidder must be considered "PASS" for each question to be considered compliant overall.
 - 2. Annex B-2 Past Performance Form will be evaluated as a compliant/non-compliant.
 - 3. Annex B-3 Application Resume Form maximum and minimum submission levels of qualification standards are listed in Annex B-4 Technical rating. This form will be used to verify compliance in each row.

For lot 1, positions 1.1 through 1.3, the bidder must submit a bid for all 3 positions with the required number of eligible candidates for the base period:

- position 1.1: **5 candidates may be proposed, at least 3 of the proposed candidates must be compliant.**
- positions 1.2 and 1.3 **4 candidates may be proposed, at least 2 of the proposed candidates must be compliant.**
- If a proposal for any position does not meet the compliancy number, the bidder will not be considered technically compliant in this position unless it is in JWC's best interest.

For lot 2, positions 2.1 through 2.8, the bidder must submit a bid for all the 8 positions with the required number of eligible candidates for the base period:

- **2 candidates may be proposed** per position, at least **1 of the proposed candidates must be compliant**.
- If a proposal for any position does not meet the compliancy number, the bidder will not be considered technically compliant in this position unless it is in JWC's best interest.

4. All bidders that are considered compliant in Annex B-1, Annex B-2 and Annex B-3 will advance to the technical and financial review stage.

- c. The information in the technical proposal must be consistent with the Statement of Work and such technical proposal must be signed by the bidder.
- d. The **Technical Rating** for each lot (**TR1, TR2**) will be issued in accordance with the Annex B-4 Technical rating. If the **minimum score** described for each position in Annex B-4 **is not achieved**, the bidder will **not be considered technically compliant** in this position unless it is in JWC's best interest.

iii. Financial

The financial evaluation will be made on the basis of the price offered in Annex C-1 Financial Proposal. Each Bidder who meets the minimum technical qualifications will be assessed for Priority Ordering based on price.

1. The financial proposal should be presented in the format provided in Annex C-1. This form should not be altered by the Bidder.
2. Prices must be quoted in NOK.
3. Prices must be quoted free of all duties, taxes (such as VAT) and other charges.
4. Costs incurred in preparing and submitting tenders are borne by the bidder and shall not be reimbursed.
5. All offers must be determined reasonable by the Contracting Officer.

6. The Evaluated Cost for Award will be based on formulas on a per Lot basis.

7. Lot 1 is evaluated with the following formula

FINANCIAL RATING LOT 1(FRL1) = 3 x FRL1.1 + 2 x FRL1.2 + 2 x FRL1.3

With positions FRL1.1, FRL1.2, FRL1.3 being: five times the sum of the Work Unit Rates for the five years, plus the sum of the Extended Work Units for the five years.

8. Lot 2 is evaluated with the following formula

FINANCIAL RATING LOT 2(FRL2) = FRL2.1 + FRL2.2 + FRL2.3 + FRL2.4 + FRL2.5 + FRL2.6 + FRL2.7 + FRL2.8

With positions FRL2.1 to FRL2.8 being: five times the sum of the Work Unit Rates for the five years, plus the sum of the Extended Work Units for the five years.

NOTE: Lot 1 is intended for 1 contract award.

Lot 2 will be considered for 1-2 awards, unless in JWC's best interest.

iv. Lot 1, Contract Award

Lot 1 is awarded based on the higher Rating from:

R1= (0.7 x TR1) + (0.3 x FRL1) in conjunction with technical acceptability.

v. Lot 2, Priority List

For Lot 2, the Priority List is decided by the higher Rating from:

R2= (0.7 x TR2) + (0.3 x FRL2) in conjunction with technical acceptability.

The 2 bidders ranked 1st and 2nd will be offered multiple order framework contracts (IDIQ) by JWC.

Any additional awards will only be considered if it is in JWC's best interest.

Priority Ordering from the awarded suppliers, will be by lowest pricing per position amongst the 2 awarded suppliers.

If Suppliers are consistently unable to fill positions, they hold priority with, the Contracting Officer may adjust or remove priority. Priorities will be reevaluated at the end of the fiscal year.

19. CLARIFICATION OF PROPOSALS AND DISCUSSIONS

During the proposal evaluation process, JWC reserves the right to discuss any proposal with the bidders in order to clarify what is being offered (technical capabilities, financial information, investment plan, etc.) and to resolve any potential areas of noncompliance. However, no change to the content of the proposal (technical, financial, etc.) shall be permitted.

20. COMMUNICATIONS

- a. Any communications related to this IFIB, between a prospective bidder and JWC shall only be through the JWC Contracting Officer and/or JWC Contracting Specialist; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this IFIB.
- b. There shall be no contact with regards to this IFIB with other JWC or NATO personnel. This is to maintain all bidders on an equal and competitive footing.
- c. JWC reserves the right to disqualify any bidder's proposal where there is evidence of breach of any of the directions or cited regulations throughout this document.

21. BIDDERS REQUESTS FOR CLARIFICATION

- a. Bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFIB, specifications etc., must be requested in writing (email) to the Contracting Officer and/or Contracting Specialist. The last day for clarification questions to be submitted will be the 06/08/2026.
- b. It is the Contracting Officers exclusive right to deny or grant an extension of the closing date.
- c. Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link:
<https://www.jwc.nato.int/opportunities/contracting> as a anonymized Questions and Answer Addendum.
- d. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Oral communication not implemented into solicitation via amendment shall not be binding.

22. BIDDERS CONFERENCE

- a. A Microsoft Teams Conference Call will be arranged for the week commencing 30/06/2026
- b. The conference will offer the possibility to ask questions directly to key JWC personnel.
- c. Bidders are to provide Full Name, Nationality, Date of Birth (DD/MM/YYYY) and Email Address of those participating to the JWC POC no later than 26/06/2026 (PART I BIDDING INSTRUCTIONS, ANNEX A-10).
- d. In order to allow maximum participation, a maximum of 2 representatives for each potential bidder will be permitted to attend.
- e. Due to limited time, it is advised to submit questions prior to the Bidders Conference. Questions asked on the day will also be answered after the pre-submitted questions if time allows.
- f. All costs associated with attending the bidder's conference are the sole responsibility of the bidder. JWC will not offer any financial assistance or recompense.
- g. A copy of any presentations given and a record of questions and answers shall be published shortly after the event for all potential Bidders to review.

23. POINTS OF CONTACT

CRP Timothee Maillefer, Contracting Officer
E-mail address: timothee.maillefer@nato.int

Vivian Evensen, Senior Buyer
E-mail address: vivian.evensen@nato.int

All correspondence should include both email addresses.

24. PROTESTS

- a. Protests shall be submitted in writing. Protests must be clear and concise. Failure to submit a coherent protest may be grounds for dismissal.
- b. Protests must be submitted within the periods specified below:

- i. Pre-award protests, to include protests challenging the propriety of a solicitation, must be filed prior to the date for receipt of proposals.
 - ii. In all other cases, the bidder must file its protest to NATO within 10 days of when the protester knew or should have known of the bases for the protest. For “significant issues” raised by the protester, however, NATO has the discretion to consider the merits of a protest that is otherwise untimely.
- c. Untimely protests will be dismissed.
- d. Interested Parties are required to exhaust JWC Protest Resolution procedure before resorting to other protest fora (e.g., filing a protest through their national delegation to the Budget Committee)

ANNEXES:

PART I Annex A-0 Bid Submission Form
PART I Annex A-1 Compliance Statement
PART I Annex A-2 Certificate of Legal Name of Bidder
PART I Annex A-3 Certificate of Independent Determination
PART I Annex A-4 Certificate of Bid Validity
PART I Annex A-5 Certificate of Exclusion of Taxes and Charges
PART I Annex A-6 Certificate of Authorization to Perform
PART I Annex A-7 Conflict of Interest
PART I Annex A-8 List of Subcontractors
PART I Annex A-9 Certification of Security Clearances
PART I Annex A-10 Bidders Conference Form
PART I Annex B-1 Company Compliance Evaluation
PART I Annex B-2 Past performance information form
PART I Annexes B-3 Matrix Templates for the Proposed Candidates
PART I Annexes B-4 Technical Rating
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**PART II – GENERAL PROVISIONS - SECTION A - GENERAL TERMS AND
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PART II – GENERAL PROVISIONS

SECTION A - GENERAL TERMS AND CONDITIONS

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 (Part II – Section B)
- 3rd These General Provisions (Part II – General Provisions))
- 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. “**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).
- b. The Contracting Officer means the person executing and managing this Contract on behalf of JWC.
- c. The Contracting Officer Technical Representative (COTR) means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the Contract.
- d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".
- e. The term "days" shall be interpreted as meaning calendar days.
- f. Contract Effective Date (CED) is the date of last signature by the contracting parties, or a specific date set forth in the Contract.
- g. “**Acceptance**” means the action by which the JWC acknowledges that the Supplier has fully demonstrated that the Supplies delivered are complete and operational.
- h. “**Contract**” means the contractual instrument (purchase order or written agreement) to which these General Rules and Conditions applies.

- i. **“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.
- j. **“Supplier”** means a party that supplies Goods or Services.
- k. **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.
- l. **“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.
- m. **“Sub-Contractor”** means a Third Party who has entered into an agreement with the Supplier for the provision of Service and Supply under this Contract. This includes self-employed personnel.
- n. **Supplies** means the Services and the Goods identified in the Contract
- o. **“Purchase Order”** means the contractual document used by JWC to order supplies and services.

3. APPLICABLE LAW AND JURISDICTION

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

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.

4. ASSIGNMENT

This Contract is not assignable by the Contractor either in whole or in part unless agreed in writing by the Contracting Officer in accordance with the

following reservations:

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing by the Contracting Officer.
- b. Sub-Contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
- c. The Contractor shall determine that any sub-Contractor proposed by them for the furnishing of supplies or services which shall involve access to classified information in the Contractor'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.

5. 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 mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which JWC acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:
 - (1) Availability at final destination of all deliverables.
 - (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.
 - (5) Agreement between the Contracting Officer and the Contractor 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.

6. SERVICE AND PARTS AVAILABILITY

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

7. PREFERRED CUSTOMER

- a. The Contractor warrants that the prices set forth in this Contract are as favourable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the Contract under similar conditions. In the event that prior to complete delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify JWC and the prices of such items shall be correspondingly reduced by a supplement to this Contract.
- b. Prices in this sense means "Base Price" prior to applying any bonuses.

8. NOTICE OF SHIPMENT

- a. At the time of delivery of any supplies to a carrier for transportation, the Contractor 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 Contractor at least one working day prior to such delivery to a carrier, the Contractor 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 Contractor (if applicable)

9. SECURITY

- a. The Contractor 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.
- b. Consequently, the contractor shall ensure that it, and its subcontractors, possess, or obtain upon award, a Facility Security Clearances, if required and that all individuals working on JWC requirements possess valid personnel security clearances, as required. All individuals working on such a contract, regardless of their status, must be sponsored/ employed by a company that possesses its own Facility Security Clearance, whether the company is performing as the Prime Contractor or Subcontractor. Contractors shall clearly identify the current or intended status of individuals serving or proposed to serve, on a JWC contract (eg., employees, subcontractors etc).
- c. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by them in connection with the performance of the Contract.
- d. Any known or suspected breaches of security or other matters of security significance shall be reported immediately by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.
- e. The Contractor must request Contracting Officer's approval before subcontracting any part of the work, if the subcontract would involve the Subcontractor in access to classified information. The Contractor shall place the Subcontractor under security

10. INSPECTION

- a. 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.

- b. 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.
- c. 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.
- d. If any inspection or test is made by JWC on the premises of the Contractor or sub-Contractor, the Contractor 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 Contractor 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 Contractor 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 Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on JWC therefore.
- e. The inspection and test by JWC of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

11. 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.

12. WARRANTY AND GUARANTEE

- a. The Contractor is liable vis a vis JWC 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.

- b. The Contractor is obliged to, during a warranty period of 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.
- a. 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.
- b. In case the Contractor 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 Contractor's expense.
- c. JWC is obliged to notify the Contractor in writing, of any fault or defect no later than 7 (seven) days after JWC has identified or discovered the fault or defect.
- d. 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 Contractor 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.
- e. Repairing of the defect should be reported in a protocol.
- f. The Contractor 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 Contractor is obliged to repair or put into working order any fault or defect at Contractor's own expense, no matter when JWC – within the period of the guarantee - notifies Contractor 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.
- g. 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.

- h. 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.
- i. Failure to agree upon any determination to be made under this clause shall be an arbitration concerning a question of fact within the meaning of the "Arbitration" clause of this Contract.
- j. The word "supplies" as used herein includes related services.
- k. 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.

13. INVOICES

All Suppliers to the JWC must complete and submit a Supplier Registration Form which can be found at www.jwc.nato.int/wp-content/uploads/2024/08/Company-Registration-Form.pdf.

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).

Note; the text above is not applicable to Norwegian companies. Norwegian companies must explicitly define VAT in each invoice.

All Invoices must contain:

- a. Name and address of the Supplier
- b. Invoice Date and Number
- c. Purchase Order number and Purchase Order or Contract Line Item
- d. Description, quantity, unit of measure, unit price of the items delivered
- e. Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a bill of lading
- f. Terms of any prompt payment discount offered
- g. Name and address of official to whom payment is to be sent and all relevant Banking Details including SWIFT- and/or IBAN-code
- h. Name, title and contact details of person to be notified of any matters related to the subject invoice

Norwegian invoices have to be submitted by Elektronisk Handelsformat (EHF):

JWC organisation VAT number: 971 338 873

If the Supplier is not able to access the EHF, send your invoice(s) to jwc.invoice@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

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.

Payment for any Supplies by the JWC shall not be deemed an Acceptance thereof.

Electronic Fund Transfer is the 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/wp-content/uploads/2024/08/Company-Registration-Form.pdf.

14. PAYMENT

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.

Payment for any Supplies by the JWC shall not be deemed an Acceptance thereof.

Payment shall be made for items accepted by JWC that have been delivered to the delivery destinations set forth in this Contract. Payments under this Contract may be made by JWC by electronic funds transfer payments. In the event the Contractor, during the performance of this Contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by JWC thirty (30) days prior to the date such change is to become effective.

The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number.

Contractor failure to properly designate a financial institution or to provide

appropriate payee bank account information may delay payments of amounts otherwise properly due.

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by JWC, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the specified payment date when an electronic funds transfer payment is made.

Withholding 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.

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 weekly JWC exchange rate then in effect which is published on the JWC website www.jwc.nato.int/opportunities/contracting; 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.

15. TAXES

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.

16. EXCUSABLE DELAYS

The Contractor shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of JWC in its sovereign or contractual capacity, fires, force majeure (i.e. floods, epidemics, quarantine restrictions, strikes, unusually severe weather), and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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.

17. 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.

18. ARBITRATION

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this Contract which is not

disposed of by agreement shall be decided by the Contracting Officer, who shall reduce their decision in writing and furnish a copy thereof to the Contractor. The decision of JWC shall be final and conclusive unless, within thirty (30) days from the date of receipt, the Contractor furnishes to JWC a written appeal, which will be decided by ACT Financial Controller. In connection with any appeal of JWC decision under this paragraph, the Contractor shall be afforded an opportunity to offer documentary evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. ACT Financial Controller decision is final.

19. 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 Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and sub-contractors to cease work. Subject to the terms of this Contract, the Contractor 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 Contractor 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 Contractor and the Contracting Officer to agree as provided in paragraph 19 d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor 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 Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

20. TERMINATION FOR DEFAULT

- a. JWC may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
 - b. If the Contractor 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 Contractor shall be liable to JWC for any excess costs for such similar supplies or services. The Contractor 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 Contractor 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 Contractor. If the failure to perform is caused by the default of a sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-Contractor, without the fault or negligence of either of them, the Contractor 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 Contractor 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 Contractor 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 Contractor has specifically produced or Specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor 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 Contractor and the Contracting Officer; failure to agree such amount shall be an arbitration concerning a question of fact within the meaning of the clause of this Contract entitled "Arbitration". JWC may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect JWC against loss because of outstanding liens or claims of former lien holders.

- e. of this Contract under the provisions of this clause, it is determined for any reason that the Contractor 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 Contractor 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 an arbitration concerning a question of fact within the meaning of the clause of this Contract entitled "Arbitration",

- f. 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.

Termination for Insolvency, Bankruptcy, Etc

- 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.

21. LIMITATION OF LIABILITY

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to JWC for consequential damages resulting from any defects or deficiencies in accepted items.

22. EXPORT CONTROL

The Contractor warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Contractor 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.

23. RISK OF LOSS

Unless the Contract specifically provides otherwise, risk of loss or damage to the supplies provided under this Contract shall remain with the Contractor until, and shall pass to JWC upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- b. Delivery of the supplies to JWC at the destination specified in the Contract, if transportation is f.o.b. destination.

24. AUTHORIZATION TO PERFORM

The Supplier warrants that he and his sub-Contractors have been duly authorized to operate and do business in the country or countries in which this Contract is to be performed; that he and his sub-Contractors have obtained all necessary licenses and permits required in connection with the Contract; that he and the sub-Contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this Contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon JWC.

- 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. Jättå Community Club, Jättå 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.

- d. Suppliers and subcontractors are required to obtain a Facility Security Clearance if undertaking a contract involving access to and/or generation of Information Classified NATO RESTRICTED and above. The Supplier warrants that it and its subcontractors have obtained, or will initiate upon award, the necessary Facility Security Clearances from their respective National Security Authorities

25. PERFORMANCE

Candidates/Contractors who accept JWC issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of Contract period of performance. Contracts with performance periods having less than 180 days in totality shall require Contractors to serve a minimum of 50% of estimated performance period. Should a Candidate vacate the Contract in less time than described, JWC reserves the right to cancel the Contract in whole or part. Replacement candidates, if acceptable to JWC, shall be reviewed by JWC for compliance, and/or technical acceptance per the original Statement of Work and final acceptance by the Contracting Officer.

26. TRAVEL

- a. In accordance with ACT Financial Manual Section 24, Contractor Travel, travel by Contractors in support of the JWC mission will only be performed when a member of the approved International JWC Peacetime Establishment is unable to perform the mission.
- b. Once Contractor travel has been established under a Contract and the Contractor is tasked to travel, the JWC Contractor Travel Request form must be filled out and approved prior to any travel being conducted
- c. JWC will set the Transport Ceiling Cost and at that time the Contractor may elect to book their transportation with the JWC Travel Office or through the supplier.
- d. When the in-house travel office purchases transport tickets, these costs are invoiced by or paid to the Supplier. When transport tickets are purchased through another source only the Firm Fixed Price (FFP) on the Purchase Order or the actual cost of the flight is reimbursed to the contractor company.
- e. Per diem is based on the NATO daily subsistence allowance, which covers meals, lodging, incidental expenses. This rate varies by location and adjust to the current exchange rate. Per Diem reimbursement is only made at these rate amounts. Per Diem rates annex can found on the JWC NATO website <https://www.jwc.nato.int/opportunities/contracting/>.

- f. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
- g. 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.

27. CONTRACTOR NOTICE REGARDING DELAY

In the event the Contractor 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.

28. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- a. The Contractor 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 Contractor has knowledge.
- b. 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 Contractor shall furnish to JWC, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of JWC except where the Contractor has agreed to indemnify JWC.
- c. This clause shall be included in all sub-contracts.

29. HEALTH, SAFETY AND ACCIDENT PREVENTION

If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this Contract, with safety and health rules and requirements prescribed on the date of this Contract by applicable national or local regulations, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other

reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

30. INSURANCE

The Contractor is responsible for holding any required insurances at own cost, covering the Contractor as well as the Contractor Personnel, as appropriate. In addition, the Contractor is responsible for any other types of insurances including travel insurance for travels required by JWC. However, reimbursement for travel insurance cost for travels in high risk areas will be subject to case-by-case evaluation. NATO/PfP countries are generally not considered high-risk areas.

Additionally the Contractor and any Subcontractor shall during the entire performance of this Contract and at its own costs hold adequate insurance to meet any liabilities related to the performance of this contract and be compliant with all applicable mandatory insurance requirements. Equally, the Contractor and any Subcontractor are required by this Contract to hold and provide proof of appropriate professional insurance (i.e., worker's compensation or equivalent), and health insurance.

31. PATENT INDEMNITY

The Contractor shall indemnify JWC and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this Contract, or out of the use or disposal by or for the account of JWC of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by JWC of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

- a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or

- c. A claimed infringement which is settled without the consent of the Contractor,
unless required by a court of competent jurisdiction.

32. INTELLECTUAL PROPERTY

The Contractor's support to JWC is principally in the form of provision of services. Materials developed by the Contractor as part of this Contract to JWC shall however become the intellectual property of JWC without prejudice to the residual rights of the Contractor to use the same or similar materials on future occasions in connection with work carried out for JWC.

33. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- a. JWC shall have unlimited rights in:
 - (1) 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.
 - (2) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes.
- b. Technical data and software delivered under this Contract shall be marked with
the number of this Contract, name of the Contractor and the rights transferred to JWC.

34. PUBLICITY, PUBLIC RELATIONS, AND BRANDING

- a. Unless authorised 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 HQ SACT [JALLC, JFTC, JWC], or use the name, emblem, logo, official seal or any abbreviation of the HQ SACT [JALLC, JFTC, 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.

35. 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.

36. 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 Contractor 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, and, if charged, consistent with prices as favourable as those extended to any Government, Agency, Company, Organization or individual purchasing under similar conditions.

37. 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 eighteen (18).

- c. Contractor and Contractor's employees will also not engage in any conduct that would constitute sexual or workplace harassment:

(1) Sexual harassment 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) Sexual harassment 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. Sexual harassment is particularly egregious when it is linked with direct or implied threats or promises about career prospects ("quid pro quo" harassment).

(3) Sexual harassment may occur between persons of any gender who can be either the target or the perpetrators of sexual harassment.

- 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, HQ SACT and NATO's code of conduct 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 HQ SACT's [JALLC, JFTC, JWC]'s attention, HQ SACT [JALLC, JFTC, JWC] shall commence a review into the Contractor's or Contractor's employees' conduct in this regard in accordance with HQ SACT and /or NATO [JALLC, JFTC, JWC] 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 the contract without notice if it is found, after an inquiry instituted by HQ SACT [JALLC, JFTC, 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 HQ SACT [JALLC, JFTC, 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 HQ SACT [JALLC, JFTC, JWC] 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.

38. ORGANISATIONAL CONFLICTS OF INTEREST (OCI)

- 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 OCI are identified, the primary burden of detecting, identifying and disclosing OCI to the Contracting Officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding OCI are:
 - (1) Preventing the existence of conflicting roles that might bias a contractor's judgment; and
 - (2) Preventing unfair competitive advantage. An unfair competitive advantage exists where a contractor competing for award of any contract possesses:
 - a. Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
 - b. 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:
 - (1) Identify and evaluate potential OCI as early in the acquisition process as possible; and
 - (2) Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the OCI 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 HQ SACT [JALLC/JFTC/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 OCI to the Financial Controller. The waiver request and decision shall be included in the contract file.
- f. Obligations of the Parties.
 - (1) When a Contractor or Prospective Contractor becomes aware of the existence or potential for an OCI, 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 OCI when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential OCI.
 - (2) 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.

39. INCONSISTENCY BETWEEN ENGLISH VERSION 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.

40. 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.

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

42. GUARANTEES OF THE SUPPLIER

a. The Supplier declares that the Supplier, its employees and Sub-Contractors:

- (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.

43. 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.

44. 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

45. 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.

46. 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.

47. 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.

48. 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: timothee.maillefer@nato.int and vivian.everson@nato.int

Or, to any address otherwise designated in writing.

- b. Any official discussion/negotiation between the Supplier and the JWC Representatives could be recorded in Minutes. 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.

49. MISCELLANEOUS

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 Supplies pursuant to the Contract, even if not signed, denotes full and formal acceptance by the Supplier of the Contract and its General Terms and Conditions.

PART II – SECTION B – SPECIAL TERMS AND CONDITIONS

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PART II – SECTION B – SPECIAL TERMS AND CONDITIONS**1. SCOPE**

These Special Terms and Conditions address all issues pertaining to the contract and the Non-Personal Services Task Orders rendered by JWC under this Contract, thereby taking precedence over the JWC General Terms and Conditions.

2. DEFINITIONS

- a. Work Unit Rate (WU) is the fully burdened rate for an entire work unit (equivalent to a workday) for the functional and capability support areas. This rate is for 8 hours work unit.
- b. Extended Work Unit (EWU). This is an additional 4 hours to the unit rate of work which extends the daily working hours from 8 to a 12 hours. If extended work units are ordered to support an event, task orders must be issued prior to work commencing.
- c. Travel Work Unit (TWU). This rate is used when tasked travel requires a contractor to travel at a weekend.
- d. The Contractor Priority List defines the order in which Suppliers are contacted for work in particular positions. Multiple Suppliers can be awarded contracts however, the order in which they will be offered work will be based on the Priority List. The List will be decided based on the rate obtained after the bids evaluation.
- e. Billable Work Units are work units spent by Contractor Personnel in the immediate performance of this contract for which the contractor may bill NEC CCIS at the work unit rate set out in this contract.
- f. Commercial Non-Personal Services. As specified in the SOW, the functionality to be provided by Contractor Personnel.
- g. Contractor Personnel. An individual employed by the Contractor to perform the services required under this contract for NEC CCIS.
- h. NEC CCIS Work Days. Mondays through Fridays with the exception of NEC CCIS Holidays and NEC CCIS Exercise Events, which are specified on the NEC CCIS Program of Work. The number of NEC CCIS holidays may vary from year to year. NEC CCIS Holidays are not paid as no work takes place during these time frames. Exercise Events take precedence over NEC CCIS Holidays. Exercise events that occur over the weekend or on NEC CCIS holidays will be worked at the standard work unit rate.

- i. NEC CCIS Working Hours. When performing NEC CCIS Work Units, the contractor will perform an 8 hour work unit between 0730 and 1530. This includes a 30 minutes break for lunch.
- j. Products. Any item, document, writing, briefing, database, piece of software, or any other physical or intellectual result of the performance of the commercial non-personal service or the associated interaction with NATO Staff which may be subject to NATO intellectual property rights.
- k. Task Order Purchase Request (TOPR). Initiated by the requirements owner, the TOPR package contains all details regarding a new task order. This package has specific timelines for both the contractor and NEC CCIS to ensure service accomplishment.
- l. Task Order Purchase Request (TOPR) requestor is the NEC CCIS staff member authorized to submit a TOPR request.
- m. Candidate is the person the Supplier is nominating to perform the function or capability.
- n. Request For Visit (RFV) / Personal Security Clearance (PSC). All contractors must hold a minimum of Nato Secret clearance which will be granted by the nation the contractor is from. This must be one of the 32 nations within NATO.
- o. Facility Security Clearance (FSC) The awarded Supplier shall hold a NATO Secret Facility Security Clearance with or without storage capabilities where required by applicable national regulations.
- p. Sub-Contractor is a firm or person which includes self-employed personnel that carry out work on behalf of the awarded company.
- q. Functional and Capability Support Area is the terminology used to describe the collective requirements of this contract.
- r. Temporary Duty (TDY) is an assignment where personnel work at a location other than NEC CCIS, Kolsås.

3. TYPE OF CONTRACT and PERIOD OF PERFORMANCE

This is a Firm-Fixed Price Deliverable, Non-Personal Services, IDIQ Contract which establishes a contractual relationship strictly between the Supplier and JWC. All financial risks and liabilities undertaken by the Supplier for the purpose of the service provision, fall with the Supplier. All employer responsibilities for the Supplier Personnel performing under this Contract shall lie with the Supplier.

- a. Type of Contract

Firm Fixed Price, Indefinite Delivery Indefinite Quantity (ID/IQ) Non-personal Services Contract. JWC will place orders for individual requirements.

Maximum Ceiling for each contract **150 Million NOK over 5 years (30 Million NOK per contract year)**.

b. Contract Base Period.

The performance of service under the Contract shall be effective upon date of award. (planned) **01 Jan 2027 until 31 Dec 2027** (base period).

c. Contract Option Periods.

There are four (4) option periods:

- First option period: **01 Jan 2028 to 31 Dec 2028;**
- Second option period: **01 Jan 2029 to 31 Dec 2029;**
- Third option period: **01 Jan 2030 to 31 Dec 2030;**
- Fourth option period: **01 Jan 2031 to 31 Dec 2031.**

- d. Option periods are considered a part of this contract. Execution of the option periods may be exercised at the sole discretion of the JWC Contracting Officer and shall be confirmed in writing a minimum of 60 days prior to expiration of the current year of performance. Execution of the option period is contingent upon available funding, satisfactory Supplier performance, and ongoing/ evolving requirements.

4. DELIVERY OF SERVICE

All Commercial Non-Personal Services under this contract will be primarily performed on-site at NEC CCIS. Task Orders under this contract will be based on NEC CCIS's Program of Work and work units ordered based on pre-established order of priority.

5. COORDINATION OF DELIVERY OF SERVICE

The Contracting Office will contact the Supplier in order of priority according to the Priority List to determine availability. If the Priority Supplier has available support to meet the functional or capability support need, a task order will be made to the agreed timeframe. If the Priority contractor does not have support available within its current approved candidate list, then the Contracting Office will then contact the company with the next level of priority until they can find functional or capability support to fill the requirement. See Annex B to the SOW.

6. CONTRACTOR DUE DILIGENCE

Purchase Requests (TOPR)s shall require individual contractors to serve a minimum of 50% of the ordered performance period. Should an individual contractor vacate the contract in less time than described, JWC reserves the right to cancel the contract in whole or part. Replacement candidates, shall be reviewed by JWC for compliance, if acceptable to JWC candidates will then complete the remainder of the service. JWC expects companies to perform due diligence in getting signed letters of commitment from potential candidates in advance of submitting them as proposed functional and capability support.

7. PLACE OF PERFORMANCE/ WORK DAYS

NEC CCIS shall serve as the habitual residence for performance under this contract. The Supplier is expected to perform the majority of the required work in Kolsås, Norway.

NEC CCIS Work Days. Mondays through Fridays with the exception of NEC CCIS Holidays and NEC CCIS Exercise Events, which are specified on the NEC CCIS Program of Work. The number of NEC CCIS holidays may vary from year to year. NEC CCIS Holidays are not paid as no work takes place during these timeframes. Exercise Events take precedence over NEC CCIS Holidays. Exercise events that occur over the weekend or on NEC CCIS holidays shall be performed at the standard work unit rate.

NEC CCIS typically has 2 weeks of Winter Block leave. It is not anticipated that work will be expected to be performed during these periods under this contract.

8. COORDINATION OF TOPR REQUESTS

Task Order Purchase Requests (TOPR)s will be coordinated as soon as requirements can be identified and funding has been allocated.

Under no circumstances may JWC staff, the COTR, or any personnel other than the authorized Contracting Officer enter any binding commitments with a Third Party.

All functional and capability task orders will be reviewed in quarterly meeting between the Contracting Officer and the Requirement owners.

9. TASK ORDERS AND ORDERING PROCEDURES

- a. The Contracting Office shall make TOPR requests by email in sequential order of the awarded Priority List.
- b. Each Supplier will be given fourteen (14) calendar days to offer a candidate from the approved candidate list or offer a new candidate to meet the need for functionality or capability service and acceptance. (See Annex B to the SOW for an illustration of this process)

1. Then JWC has 10 calendar days to review the candidate using the applicable evaluation matrix (if the candidate has not been reviewed already.) Grading Compliant/ Non-Compliant.
 2. If the candidate is compliant to the matrix, The contractor has up to 45 calendar days including the RFV process to start as listed on the TOPR request.
 3. If JWC is reviewing a candidate at the end of the fourteen (14) calendar day period and the candidate is non-compliant in the matrix, JWC will then offer the TOPR to the next applicable Supplier according to the Priority List.
- c. Only “approved candidates” are eligible for task order award. A review of each candidate must be completed by JWC prior to approval for the candidate to start work. All candidate reviews will be recorded in an Approved Candidate List. If a candidate fails, the requirement matrix they will not be reviewed again for the same requirement until 12 months has passed.
- d. If a Supplier is unable to provide compliant candidates more than twice (that they have won priority ordering for), they may lose priority ordering. This will be the Contracting Officers determination.
- e. Task Order locations will normally be at NEC CCIS in Kolsås, Norway unless otherwise indicated on the task order. Should a contractor be Task Ordered direct to an alternate duty location other than NEC CCIS and the alternate location’s NATO daily subsistence allowance is higher in comparison to Norway’s NATO daily subsistence allowance rate, the difference will be added to the purchase order. If the per diem is lower, no change will be made.
- f. Quality Assurance
1. Formal Feedback will be given to the Supplier in the event that a Supplier’s employee is unable to perform in the capacity requested. In this instance, if the Supplier is unable to correct such deficiencies, then the employee will disqualify themselves from continuing work under this contract and will be removed from the Approved Candidate List under that position.
 2. Formal Feedback will not be given for satisfactory performance.
- g. Approval of Candidates
1. Candidates will initially be reviewed during the technical evaluation process prior to award of this contract.

2. Candidates may only be added to the approved list on a necessity basis, if it is in JWC's best interest based on a lack of available approved qualified service providers.

h. Task Order Cancellation

1. If cancellation of a complete task order occurs prior to start of the task and is based on JWC's convenience, up to 15% of the PO value may be paid for in the event of this cancellation. This will only include reasonable expenses with supporting receipts, including the administrative costs and flight costs relating to the cancellation of services.

10. CONTRACTOR MONTHLY REPORTS

Non-Applicable.

11. COTR MONTHLY REPORTS

The Contracting Officer's Technical Representative (COTR) is obligated to provide an independent method of validating billable work units to certify invoices each month.

These monthly reports will be sent to the Contractor and the Contracting Officer no later than 2 working days after the last day of the month in order for the Contractor to include this with their monthly invoice.

12. CONTRACTOR TECHNICAL GUIDANCE

Contractor Personnel shall receive technical guidance from the Contracting Officer's Technical Representative (COTR) while executing this SOW. The COTR can recommend to the Contracting Officer (who has final authority) that the contract/SOW can be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical non-performance. The contractor shall be provided with direction, guidance, access to subject matter experts (SMEs) and support information, as needed through the branch's collaborative production environment.

13. EMERGING REQUIREMENTS CAPABILITY

- a. An emerging requirements capability is included to have a contract vehicle in place should circumstances require a quick and temporary increase in contractor personnel (to meet new requirements within the scope of the existing Statement of Work). After award, all contracting companies shall be prepared to evaluate requirements and submit a price proposal for any new functional and capability support.

- b. Additional Capability proposals will be evaluated by the Contracting Officer for fair and reasonable pricing and should be developed based upon the same pricing structure as the original contract proposal. Emerging requirements will be incorporated by formal contract modification.
- c. Requests for pricing do not constitute any commitment by JWC to contract for additional work; contractor will not be reimbursed costs for preparing price proposals for consideration.
- d. JWC emerging requirements should not exceed 50% of the annual contract value or 50% of the cumulative contract value and must be within the scope of the original contract.

14. SPECIAL TASKED TRAVEL

Travel by contractors in support of the NEC CCIS mission will only be performed when a member of the approved Peacetime Establishment is unable to perform the mission.

Once a requirement for tasked travel has been established, the JWC Contractor Travel Request form must be filled out and approved prior to any travel being conducted. The in-house Travel Office will set the Transportation Ceiling cost and at that time the contractor may elect to book their transportation with the in-house travel office using a company credit card or select a Firm Fixed Price to arrange their own transport but at their own risk. When the in-house travel office purchases transport tickets on behalf of the supplier, these costs will then be invoiced by the Supplier. When transport tickets are purchased through another source only the Firm Fixed Cost allocated by the in-house travel agency will be reimbursed to the contractor company.

Separate Purchase Orders will be made for each Special Tasked Travel requirement and sent to the Contractor for acceptance prior to commencing travel. This additional purchase order shall be invoiced separately upon completion of the tasked travel.

Per diem is based on the NATO daily subsistence allowance, which covers meals, lodging, incidental expenses (see <https://www.jwc.nato.int/opportunities/contracting/>). This rate varies by location and will adjust in line with the current NATO exchange rates at the time. The exchange rate for Per Diem will be determined when the PO is created. This rate will not change. The full Per Diem will only be applied to a travel PO for contractors domiciled in Oslo. For contractors coming from outside the Oslo area the difference of the Per Diem rate will be applied to the PO. If the difference is lower than the Norway Per Diem rate, no Per Diem will be applied. All tasked travel will include a flight cost.

No Per Diem will be applied for single day travel within Norway. Should a contractor travel to another country for the day and return the same day, Per Diem will be calculated at 0.5 the daily rate of that country.

The exchange rate of any TDY transport costs or conference fees will be reimbursed in line with the NATO exchange rates of when the receipt is dated or when the purchase was made.

Should a contractor be required to travel at a weekend for a TDY a Travel Work Unit (TWU) will be applied to the Purchase Order. Travel Work Units will be calculated at 60% of a normal Working Unit.

In exceptional circumstances contractors may be tasked to attend courses to facilitate with the tasked requirement at JWC. In this instance JWC will take on the burden of the cost of the course and typical NATO tasked travel costs.

15. REMOTE WORKING

Non-Applicable.

16. REPRESENTATION OF JWC/NATO

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

17. SUPPLIER RESPONSIBILITY FOR SUPPLIER PERSONNEL

The Supplier, and in the case being, the sole proprietor, as the employer of the Supplier Personnel providing Functional and Capability Support 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.

18. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JWC

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

19. SECURITY

- a. **Personnel Security Clearances** - Contractor personnel shall be responsible for obtaining all needed security clearances prior to starting work at JWC. All Contractors shall have a minimum of a NATO SECRET

security clearance as issued by a NATO nation or the respective national Department of Defense.

- b. **Request For Visit (RFV)**- Once the contract/ task order is awarded the supplier must submit a RFV to their NATO member nations national security authorities (NSA). Then this RFV is forwarded from the company's NSA to the NSA of the individual contractor. The final document is then sent to the JWC Security Office from the NSA of the individual performing the work. Following the receipt of the RFV JWC Contracting will contact the supplier confirming the start date. No personnel lacking the necessary clearance may be assigned. If the Contractor is unable to assign personnel with the required security clearance by the start date, the Contractor shall be liable for bid non-compliance or immediate contract termination. The Contractor must provide advance written proof of the ability to assign fully cleared personnel prior to the contract award.
- c. **Supplier's Facility Security Clearance (FSC)** - The facility of the Supplier/Sub-contractor including self-employed contractors shall hold a NATO Secret Facility Security Clearance without storage capabilities where required by applicable national regulations. The Bidders may provisionally participate in a bidding process pending final receipt of the national clearances. However, all clearances required to execute the contract should be in-place prior to contract award.
- d. **Security Conditions** – Contractors must adhere to current security conditions at JWC and at other work sites. Contractor personnel shall comply with all local host nation and NATO security policies and procedures. The possible security classification under this contract may range from not classified through NATO Secret.
- e. **Building/ Installation Access**- The Contractors are fully responsible for ensuring that they have all needed individual access badges and documents for appropriate access to JWC.
- f. **Electronic Devices**- All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (i.e. laptops, cell phones) in JWC and other exercise locations

20. COMPONENT REGULATIONS

- a. Access Regulations

1. JWC P&C and NEC CCIS will grant access to the relevant facilities to the Supplier, its employees, agents, suppliers or representatives as required for the performance of the contract.
2. The Supplier, in order to get the access, shall comply with NEC CCIS regulations and instructions on NEC CCIS premises.
3. The Supplier must report and request approval of any new personnel in/at NEC CCIS premises to the Contracting Officer for approval.
4. Any temporary passes need to be returned when leaving NATO NEC CCIS Kolsås and / or contractual end.
5. The Supplier is fully responsible for ensuring that Supplier personnel have all the needed vehicle passes, individual access badges and documents for appropriate access to the NEC CCIS facility.

21. WORK SPACE

NEC CCIS will provide working spaces for Contractor Service Personnel.

22. OWNERSHIP OF WORK PRODUCTS

All products created by the Supplier under this contract are to be original and are the property and under copyright of NEC CCIS, unless otherwise specifically stated in this contract.

PART III - SECTION A – CONTRACT MANAGEMENT DATA

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PART III - SECTION A – CONTRACT MANAGEMENT DATA

1. EFFECTIVE DATE AND DURATION

a. The duration of this Contract is from;
(Expected the following dates will be amended to reflect actual Contract Award)

- i. Base Year 1/1/2027 to 12/31/2027
- ii. (Option Year 1) 1/1/2028 to 12/31/2028
- iii. (Option Year 2) 1/1/2029 to 12/31/2029
- iv. (Option Year 3) 1/1/2030 to 12/31/2030
- v. (Option Year 4) 1/8/2031 to 12/31/2031

2. REMUNERATION AND PRICES

- b. All prices are firm fixed and shall be in accordance with **Bidding Instruction and must be stipulated in Form Annex C-1.**
- c. All prices are in **NOK** and exclusive of Value Added Tax (VAT).

3. POINTS OF CONTACTS

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

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

d. The JWC POCs are:

CRP Timothee Maillefer Contracting Officer
E-mail address: timothee.maillefer@nato.int

Ms. Vivian Evensen, Senior buyer
E-mail address: vivian.evensen@nato.int

The SUPPLIER's POC is:

(Will be completed at contract award)

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PART III – SECTION B – STATEMENT OF WORK



JOINT WARFARE CENTRE

Post Box 8080
N-4068 Stavanger, Norway Telephone
Direct dial: 52879291/9290

Visiting address: Gamle Eikesetvei 29



Engineering Support for modernization and maintenance of the NEC CCIS application

PART III

TECHNICAL SPECIFICATIONS – STATEMENT OF WORK IFIB- ACT-JWC-26-0008

1. Introduction

Northern European Command, Command and Control Information System (NEC CCIS) is a NATO owned Air Command and Control (Air C2) system. It is currently funded by Supreme Headquarters Allied Powers Europe (SHAPE), NATO Airborne Early Warning & Control Force (NAEW&C F), NATO Alliance Ground Surveillance Force (NAGSF) and Norway.

The NEC CCIS System Support Centre (SSC) is located at the Kolsås Base military facilities in Bærum, ca 20km west of Oslo, Norway.

NEC CCIS has served NATO and nations for more than two decades, adapting to constantly changing operational needs. It now supports air operations at more than 30 sites in NATO, the NAEW&C Force with its E-3A Component in Geilenkirchen (DEU), NISRF in Sigonella (ITA), and the nations Estonia, Iceland, Lithuania, Norway, Sweden and Denmark. Within the nations, NEC CCIS is used at Headquarters (HQs), Control- and Reporting Centers (CRCs) and at Air Bases. During operations, NEC CCIS can be deployed to forward operating locations using the NEC CCIS deployable kit.

The system provides a wide spectrum of Air C2 operational functionality used for planning, tasking, execution and reporting of air operations, from the Combined Air Operations Centre (CAOC) or the national equivalent NAOC, to the Wing Operation Centre (WOC), Squadron Operation Centre (SQOC) and Surface-Based Air Defence (SBAD) level. NEC CCIS is recognized for its comprehensive operational functionality and support tools.

2. NEC CCIS operational architecture

NEC CCIS has a three-tier client/server architecture with several supporting systems on the server-side, providing a wide range of data:

- Database: Oracle 19c (minimum).
- Application server: JEE application in WildFly application server.
- Clients: Java desktop and HTML5/JavaScript-based web clients operate against the server systems, running on Windows 10 workstations.

The current deployment method is using a containerized setup primarily targeting installation on Linux servers using podman, evolving towards full Kubernetes support.

The sites are connected via database replication between the Oracle databases, allowing for sharing data updates across sites. Each site normally contains a full configuration of servers and clients, allowing for operations even in the case of loss of network connectivity.

To ensure interoperability within the NATO Air Command & Control Structure, NEC CCIS is interfaced with other Air C2 systems, e.g. NEC CCIS – ICC gateway (NISI) used to interface with ICC at CAOC Udem (DEU), CAOC Torrejon (ESP) and AIRCOM Ramstein (DEU). For broader interoperability ADatP-3/APP-11 MTF messages are used.

NEC CCIS also supports a range of other interfaces, such as those providing Recognized Air and Maritime Picture monitoring, Joint ISR workflow exchange, meteorology information, flight plans, missile warnings and military messaging.

3. NEC CCIS development environment description

The software engineers developing the NEC CCIS software primarily work on an isolated network that is local to the SSC facilities at Kolsås. There is no remote access to this network. The development environment is virtualized using VMWare products. The operating systems in use are

Windows servers and workstations, Kubernetes clusters, Linux servers, as well as some Linux workstations. The development and support staff are the key users of this network.

The development environment is transitioning towards use of an internet accessible software factory for the bulk of development but maintaining some development on the internal network.

There are zero-clients in the offices of each staff member at the SSC to connect to the operational networks and development networks that run inside the SSC. The SSC also supports network for Internet connection, and staff members have their laptops and/or workstations for Internet connectivity. This is the primary network for the SSC management staff.

4. Bidder personnel

This bid calls for development resources and support in different areas as detailed in Annex A to this SOW.

For the positions to which the bidder wishes to respond, **they must provide the minimum full number of candidates expected for each position** corresponding to the Full Time Functionality planned for the 1st year of the contract.

- Lot 1
 - 1.1 Full-stack developer: minimum – **5 candidates may be proposed, and 3 candidates must be compliant**
 - 1.2 DevOps/cloud application engineer: minimum – **4 candidates may be proposed, and 2 candidates must be compliant**
 - 1.3 User Experience (UX) experts: minimum – **4 candidates may be proposed, and 2 candidates must be compliant**
- Lot 2
 - 2.1 Front-end analyst/developers: minimum – **2 candidates may be proposed, and 1 candidate must be compliant**
 - 2.2 Maintainer for application installer, integration test, documentation: minimum - **2 candidates may be proposed and 1 candidate must be compliant**
 - 2.3 Database/replication developer: minimum - **2 candidates may be proposed and 1 candidate must be compliant**
 - 2.4 Cloud Software Factory Lead: minimum - **2 candidates may be proposed and 1 candidate must be compliant**
 - 2.5 Cloud Platform Engineer: minimum - **2 candidates may be proposed and 1 candidate must be compliant**
 - 2.6 Senior Systems Engineer: minimum - **2 candidates may be proposed and 1 candidate must be compliant**

- 2.7 Networking Engineer (Federated Networking): minimum - **2 candidates may be proposed and 1 candidate must be compliant**
- 2.8 Strategic Planning: minimum - **2 candidates may be proposed and 1 candidate must be compliant**

Work shall be executed by **clearly defined contractor roles**, each accountable for specific functional outcomes. Tasks shall not be treated as isolated activities but as **role-based responsibilities producing measurable results**.

5. Ordering Process

The ordering process is described in the Part III – Annex B to this SOW.

6. Security

Bidder's personnel must be able to obtain, by the start date of the contract, an active NATO Personnel Security Clearance Certificate granting access to information classified up to the NATO Secret (NS) level. The candidate(s) selected to fulfil the contracting duties within each of the areas of expertise must hold a valid NS Security Clearance Certificate that will be active from the start date of the contract through the expiration date of the contracting period in order to have access to the SSC systems and facilities.

7. Location

Bidder's personnel covered by the contract shall be working on-site at the NEC CCIS SSC office facilities at Kolsås. Short term assignments/travel may be required and will be covered per Part II – Section A – General Terms & Conditions paragraph 26.

8. Continuity

It shall be possible to reduce or increase the effort provided by the Bidder according to the requirements for support to the SSC. This means that there may be periods where no support is required and others where more personnel are required. Such periods of manning down or up will be discussed with the Bidder and fair warnings will be given. The Bidder shall include the required notice period for changes to staffing in the bid.

9. Contract dates

The duration of this contract is for one year, with possible four (4) extension-

options Notice of execution of the optional extension(s) will be provided in writing by the Contracting Officer no later than 60 (sixty) days before the contract expiration date.

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

10. Contract cost

The bid must specify the all-inclusive cost per Work Unit for the offered personnel.