



RFQ-CO-14308-UR6B

BOOK II – PART II

CONTRACT SPECIAL PROVISIONS

This page is intentionally left blank

CONTRACT SPECIAL PROVISIONS
INDEX OF CLAUSES

ARTICLE 1 SCOPE 5

ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA
GENERAL AND SPECIAL PROVISIONS 5

ARTICLE 3 ORDER OF PRECEDENCE..... 5

ARTICLE 4 DEFINITIONS..... 6

ARTICLE 5 DURATION OF CONTRACT..... 6

ARTICLE 6 PRICE BASIS..... 6

ARTICLE 7 ADDITIONAL CONTRACT TASKS AND OPTIONS 7

ARTICLE 8 PARTICIPATING COUNTRIES..... 7

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS..... 7

ARTICLE 10 PLACE AND TERMS OF DELIVERY 8

ARTICLE 11 INSPECTION AND ACCEPTANCE..... 8

ARTICLE 12 REVIEW AND ACCEPTANCE OF DOCUMENTATION..... 9

ARTICLE 13 TITLE AND RISK OF LOSS 9

ARTICLE 14 INVOICES AND PAYMENT 10

ARTICLE 15 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND
PERMISSIONS 11

ARTICLE 16 WARRANTY..... 11

ARTICLE 17 CONTRACT ADMINISTRATION 13

ARTICLE 18 SUB-CONTRACTORS..... 14

ARTICLE 19 CONTRACTOR COTS RESPONSIBILITY 14

ARTICLE 20 LIQUIDATED DAMAGES 14

ARTICLE 21 SECURITY 15

ARTICLE 22 KEY PERSONNEL..... 16

ARTICLE 23 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE 18

ARTICLE 24 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND
ROYALTIES 18

ARTICLE 25 INDEMNITY..... 18

ARTICLE 26 TECHNICAL DIRECTION..... 19

ARTICLE 27 CARE AND DILIGENCE OF PROPERTY 19

ARTICLE 28 INDEPENDENT CONTRACTOR 20

ARTICLE 29 APPLICABLE REGULATIONS 20

ARTICLE 30 AUDITING AND ACCOUNTING..... 20

**ARTICLE 31 RESPONSIBILITY OF THE CONTRACTOR TO INFORM
EMPLOYEES OF WORK ENVIRONMENT 20**

ARTICLE 32 PERFORMANCE GUARANTEE..... 21

ARTICLE 33 TRANSPORTATION OF EQUIPMENT..... 22

ARTICLE 34 ASSIGNMENT 22

ARTICLE 35 PURCHASER FURNISHED PROPERTY 22

ANNEX A: PAYMENT MILESTONES 24

ARTICLE 1 SCOPE

- 1.1 The scope of this Contract is the procurement of networking components, workstations, printers and related ancillaries for further installation and implementation by NCI Agency for UR6B Project (Urgent Requirement 6B) in support of NATINAMDS (NATO Integrated Air and Missile Defence System) C2 (Command and Control) Communications. This includes the supply and delivery of the required items at the installation sites by the Contractor for implementation by NCI Agency resources. In addition the Contract makes provision for testing and acceptance, integrated logistics support and project management activities.
- 1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA GENERAL AND SPECIAL PROVISIONS

Article 2 – “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 4 – “DEFINITIONS”

Article 7 – “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 11 – “INSPECTION AND ACCEPTANCE” and ARTICLE 12 – “REVIEW AND ACCEPTANCE OF DOCUMENTATION”.

Article 5 – “Title and Risk of Loss” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 13 – “TITLE AND RISK OF LOSS”

Article 9 – “Payments” of BOA No. [...] Special Provisions is replaced by ARTICLE 14 – “INVOICES AND PAYMENT”

Article 7 – “Warranty” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 16 – “WARRANTY”

Article 26 – “Security” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 21 – “SECURITY”

ARTICLE 3 ORDER OF PRECEDENCE

- 3.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Signature sheet
 - b. Part I - The Schedule of Supplies and Services
 - c. Part II - The Contract Special Provisions
 - d. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11 on the signature sheet
 - e. Part IV – The Statement of Work

ARTICLE 4 DEFINITIONS

- 4.1 Article 2 “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by the following:
- 4.2 “Contract” shall mean “The agreement concluded between the Purchaser and Contractor, duly signed by both parties. The Contract includes the documents referred to in Article 3 above of these Contract Special Provisions”.
- 4.3 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorized representatives of the Chief of Contracts of the NCI Agency”.
- 4.4 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 4.5 “NCI Agency (NCIA)” shall mean “The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorized to enter into contracts on behalf of the NCI Organization”.
- 4.6 “NCI Organization (NCIO)” shall mean “The NATO Communications and Information Organization. The NCI Organization constitutes an integral part of the North Atlantic Treaty Organization (NATO). The NCI Organization is a legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts”.
- 4.7 “Effective Date of Contract (EDC)” shall mean “The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties”.
- 4.8 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 4.9 “Purchaser” shall mean “The NCI Organization, as represented by the General Manager, NCIA Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties”.

ARTICLE 5 DURATION OF CONTRACT

- 5.1 It is the Purchaser’s intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services and the Statement of Work with the exception of the Options (if any). Options may be exercised and funded in accordance with the prescriptions of Article 7 “Additional Contract Tasks and Options”.
- 5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services and Statement of Work.

ARTICLE 6 PRICE BASIS

- 6.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 6.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.

- 6.3 The Total Contract price is inclusive of all expenses related to the performance of the present Contract.
- 6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2010).

ARTICLE 7 ADDITIONAL CONTRACT TASKS AND OPTIONS

- 7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.

ARTICLE 8 PARTICIPATING COUNTRIES

- 8.1 The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 8.2 None of the work, including project design, labor and services, shall be performed other than by firms from and within NATO member countries. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 8.3 No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a NATO member nation.
- 8.4 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within NATO member nations and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO member nation.

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 9.1 The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and

that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

- 9.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.
- 9.3 The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
 - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 9.4 Notwithstanding the "Changes" Article of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 10 PLACE AND TERMS OF DELIVERY

- 10.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2010 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services.

ARTICLE 11 INSPECTION AND ACCEPTANCE

- 11.1 Article 7 "Inspection, Acceptance and Rejection" of BOA No. [...] General Provisions is hereby supplemented with this Article:
- 11.2 The work to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the contract for Default.
- 11.3 Under the terms of this Contract, Acceptance will be made in two (2) steps:

- a. Review and Acceptance of documentation is specified in below Article 12 of the Special Contract Provisions, and
- b. Review and Acceptance of equipment following Acceptance Tests as specified in Book II Part IV Statement of Work (SOW), Section 7 Testing and Acceptance.

ARTICLE 12 REVIEW AND ACCEPTANCE OF DOCUMENTATION

- 12.1 Article 7 "Inspection, Acceptance and Rejection" of BOA No. [...] General Provisions is hereby supplemented with this Article.
- 12.2 Unless otherwise specified in the Statement of Work:
- 12.3 Upon delivery of the Draft Deliverable items, the Purchaser will have a period of two (2) weeks to review the items. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance within the Scope of Work. When applicable, a presentation of the deliverable item including the Purchaser's comments will be made by the Contractor to the Purchaser, at a time which coincides with a progress meeting.
- 12.4 During the review, if the specific Item requires proposal of dates for delivery or reviews, the Purchaser will either accept or adjust the proposed dates.
- 12.5 Within two weeks after receipt of the Purchaser's comments (and associated progress meeting if appropriate), the Contractor shall incorporate changes, revisions and corrections required by the Purchaser and present the revised deliverable in Final Form to the Purchaser for inspection in accordance with the delivery dates specified in the Schedule or approved by the Purchaser.
- 12.6 The Contractor shall not have the right to ask for additional periods if the delivered draft is considered not satisfactory by the Purchaser and therefore requires many changes and/or corrections.
- 12.7 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.
- 12.8 The acceptance by the Purchaser of the Contractor's documentation required by this Contract signifies that the documents delivered appear logical and consistent. The acceptance does not constitute an endorsement or approval of the design or proposed implementation by the Purchaser and does not relieve the Contractor of the obligation to meet the schedule and the performance requirements of this Contract in the event that the design eventually proves to be non-compliant in factory or field testing.

ARTICLE 13 TITLE AND RISK OF LOSS

- 13.1 Article 5 "Title and Risk of Loss" of BOA No. [...] General Provision is supplemented by the following:
- 13.2 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon Final System Acceptance (FSA) as defined in the SOW.

ARTICLE 14 INVOICES AND PAYMENT

- 14.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 14.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 14.3 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-14308-UR6B
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [...],
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 14.4 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule explained in Annex A of this document.
- 14.5 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Article 10 "Taxes and Duties" of the BOA No. [...] General Provisions.
- 14.6 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 14.7 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 14.8 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 14.9 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 14.10 The invoice shall contain the following certificate:
"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."
- 14.11 The certificate shall be signed by a duly authorised company official on the designated original.
- 14.12 Invoices referencing "**CO-14308-UR6B/ PO [...]**" shall be submitted to:

NCI Agency Financial Management Unit (FMU)
Boulevard Léopold III
B-1110 Brussels
Belgium

14.13 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 15 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

15.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Article 19 “Termination for Default” of BOA No. [...] General Provisions.

15.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

| Type of Agreement | National Authority of Reference | Subject |
|-------------------|---------------------------------|---------|
| | | |
| | | |

ARTICLE 16 WARRANTY

16.1 Article 7 “Warranty” of BOA No. [...] Special Provisions is supplemented with the following:

16.2 Warranty shall start after Purchaser confirmed Equipment Acceptance, in accordance with Book II Part IV Statement of Work, Section 7 Testing and Acceptance, and shall be the standard warranty with a minimum duration of two (2) calendar years for all hardware and one (1) year for all software and for all services to be provided as part of this Contract. Until successful Equipment

Acceptance, all hardware and software to be provided under this Contract shall be under the Contractor's responsibility.

- 16.3 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items of hardware and software, that:
- a. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
 - b. the system will, under normal conditions, perform without errors which make it unusable; and
 - c. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 16.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the Purchaser's personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractor's responsibility within the warranty. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor's facility for service or repair. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within 15 days of their arrival at the Contractor's facility.
- 16.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.
- 16.6 The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 16.7 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:
- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
 - b. equitably reduce the Contract price; and/or
 - c. terminate for default that portion of the Contract relating to the defective work.
- 16.8 Notwithstanding the provision of above paragraph 16.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.

16.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Article 17 “Disputes and arbitration” of BOA No. [...] General Provisions.

ARTICLE 17 CONTRACT ADMINISTRATION

17.1 The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

17.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.

17.3 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official Points of Contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.

17.4 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.

17.5 All notices and communications shall be effective on receipt.

17.6 Official Points of Contact:

| Purchaser | Contractor |
|--|--|
| NCI Agency Boulevard Leopold III B-1110 Brussels Belgium | [...] |
| For contractual matters: Attn: Ms Esther Asensio Broodkoorn Title: Senior Contracting Officer Tel: +32 2 707 8625 Fax: +32 2 707 8770 E-mail: Esther.Asensio@nr.ncia.nato.int | For contractual matters: [...] Attn: Title: Tel: Fax: E-mail: |

| | |
|--|---|
| For technical/project management matters: Attn. Mr Atanur Ataol NSII Service Line, Principal Project Manager Tel: +32 2 707 8478 Fax: +32 2 707 8770 E-mail: atanur.ataol@ncia.nato.int | For technical/project management matters: [...] Attn: Title: Tel: Fax: E-mail: |
|--|---|

ARTICLE 18 SUB-CONTRACTORS

- 18.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.
- 18.2 The Contractor shall not place sub-contracts outside the NATO member Nations unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 19 CONTRACTOR COTS RESPONSIBILITY

- 19.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 19.2 For COTS items which are or could be impacted by obsolescence issues, as changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance and/or lower life-cycle support costs, or enhanced performance without a price or cost increase.
- 19.3 The Contractor will provide evidence with respect to price and performance of the equipment being proposed as well as data proving an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.
- 19.4 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software or hardware to be utilized. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this Contract.

ARTICLE 20 LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to:
 - a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or

- b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of 20.1.a and 20.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in the Article 14 "Invoices and Payments" of the Contract Special Provisions.

- 20.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Article 19 "Termination for Default" of BOA No. [...] General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 20.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause "Termination for Default" of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.
- 20.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 14. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 20.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 21 SECURITY

- 21.1 This Article supplements Article 26 "Security" of BOA No. [...] General Provisions.
- 21.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 21.3 The security classification of this Contract is "NATO UNCLASSIFIED".

- 21.4 Contractor's personnel visiting or working at Purchaser's facilities in connection with this Contract shall hold a confirmed NATO SECRET security clearance valid for the duration of the Contract at the Effective Date of Contract (EDC). This requirement applies to all sub-Contracts issued by the Contractor for the effort under this prime Contract.
- 21.5 It is the responsibility of the Contractor to ensure that its personnel obtain the required security clearances and transmit this information to the purchaser and to the sites to be visited at least 3 weeks before personnel deployment that the site may perform the appropriate administration.
- 21.6 The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
- 21.7 The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
- 21.8 If during the performance of the Contract, Contractor's personnel need to be escorted because of non-availability of the security clearance required by the Site, the Contractor shall pay to the Purchaser a compensatory fee of 500 Euro per day of escort that may be deducted by the Purchaser univocally and at its sole discretion from any invoice submitted and relevant to the performance under this Contract.
- 21.9 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance applicable security regulations.
- 21.10 In the absence of valid security clearances for the Contractor's personnel during the performance of the Contract, the Purchaser reserves the right to terminate the Contract for Default as per the "Termination for Default" Article of the BOA General Provisions.

ARTICLE 22 KEY PERSONNEL

- 22.1 The key personnel proposed by the Contractor in its Project Management Plan (Project Manager/Test Director/Quality Assurance Manager) are considered to be key to the performance of this Contract and may not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.
- 22.2 If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.
- 22.3 The following personnel are considered to be Key Personnel for successful contract performance and are subject to the provisions of this Article as set forth in the following paragraphs:
- Project Manager: [...]
- Test Director: [...]
- Quality Assurance Manager: [...]
- 22.4 Under the terms of this Article, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract. In cases where the Contractor has no control over the individual's non-availability (e.g., resignation,

sickness, incapacity, etc.), the Contractor shall notify the Purchaser of a change of key personnel within 10 days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser.

- 22.5 Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.
- 22.6 In the event of a substitution of any key personnel listed in paragraph 22.3 above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate:
- Full details of professional and educational background;
 - Evidence that the personnel is qualified in pertinent contract related areas per the SOW.
- 22.7 The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted.
- 22.8 Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the required level of competence. The Purchaser will inform the Contractor, in writing in cases where such a decision is taken and the Contractor shall propose and make another staff member available within ten working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of its responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.
- 22.9 After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.
- 22.10 The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with paragraph 22.5 and 22.6 above.
- 22.11 In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Article may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract in accordance with the terms of the General Article entitled "Default".
- 22.12 Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.

22.13 The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if requested official documents destined for distribution during the course of the Contract in English.

22.14 The Purchaser may, for just cause, require the Contractor to remove its employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice for default and the remedies to be sought by the Purchaser.

ARTICLE 23 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

23.1 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

ARTICLE 24 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

24.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries. The Contractor shall exclude from its prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilized free of charge by member nations of NATO and by NATO organization.

24.2 The Contractor shall report in writing to the Purchaser during the performance of this Contract:

- The royalties excluded from its price for patent utilised under the agreements mentioned in the previous paragraph;
- The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

ARTICLE 25 INDEMNITY

25.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out

in Article 24 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.

- 25.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 25.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 25.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

ARTICLE 26 TECHNICAL DIRECTION

- 26.1 At the site of efforts, the Purchaser may assign Technical Representatives who will monitor work in progress and provide Contractor personnel with instruction and guidance (within the general scope of work) in performance of their duties and working schedule. The Technical Representatives do not have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract. The Technical Representatives do have the authority, within the general scope of work, to provide direction to the Contractor personnel in performance of their duties.
- 26.2 In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications of the Contract, it shall immediately inform in writing the Purchaser Contracting Authority, who will either confirm or revoke such direction. If such direction is confirmed as a change, this change will be formalized by written amendment to the Contract pursuant to Article 12 "Changes" of BOA No. [...] General Provisions.
- 26.3 Failure of the Contractor to notify the Purchaser Contracting Authority of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

ARTICLE 27 CARE AND DILIGENCE OF PROPERTY

- 27.1 The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment and vegetation (such as trees, shrubs and grass) on the work site. If the Contractor damages any such buildings, walls, equipment or vegetation, it shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If it fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 27.2 The Purchaser shall exercise due care and diligence for Contractor's furnished equipment, tools and materials on site premises. The Purchaser will not assume

any liability except for gross negligence and willful misconduct on the part of the Purchaser's personnel or agents.

- 27.3 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

ARTICLE 28 INDEPENDENT CONTRACTOR

- 28.1 The Personnel provided by the Contractor in response to this Contract are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

ARTICLE 29 APPLICABLE REGULATIONS

- 29.1 The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices in the country of performance under this Contract.
- 29.2 The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of performance's safety provisions.
- 29.3 In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' Security Officer.

ARTICLE 30 AUDITING AND ACCOUNTING

- 30.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 30.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 14 "Invoices and Payment" of the Contract Special Provisions.
- 30.3 In the event of this Contract being terminated in accordance with Article 20 "Termination for Convenience of the Purchaser" of BOA No. [...] General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

ARTICLE 31 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

- 31.1 The Contractor shall inform its employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 31.2 Specifically, Contractor personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the

performance is to take place and living conditions while performing within the boundaries of the Contract.

- 31.3 The selection of adequate personnel shall remain sole responsibility of the Contractor.

ARTICLE 32 PERFORMANCE GUARANTEE

- 32.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the Effective Date of Contract, a bank guarantee to the value of five per cent (5%) of the total Contract Price.
- 32.2 Such guarantee, the validity of which shall not elapse before the expiration of the warranty period as specified in Article 16.2, shall be made payable to the Purchaser and may be delivered in the form of:
- a) A certified cheque;
 - b) An irrevocable letter of credit; or
 - c) A bank guarantee such as a performance bond or promissory note.
- 32.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 32.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.
- 32.5 The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.
- 32.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 16.2 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 32.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.
- 32.8 The failure of the Contractor to deposit such performance guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article 19 "Termination for Default" of BOA No. [...] General Provisions.

- 32.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 32.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 19 "Termination for Default" of BOA No. [...] General Provisions.

ARTICLE 33 TRANSPORTATION OF EQUIPMENT

- 33.1 All supplies covered under this Contract shall be transported to final destination at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.
- 33.2 Items shipped under Warranty for repair or otherwise from the NCI Agency to the Contractor shall be the responsibility of the Purchaser.
- 33.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

ARTICLE 34 ASSIGNMENT

- 34.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.
- 34.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

ARTICLE 35 PURCHASER FURNISHED PROPERTY

- 35.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Article 12 "Changes" of BOA No. [...] General Provisions.
- 35.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorize repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Article 12 "Changes" of BOA No. [...] General Provisions.
- 35.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.

- 35.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 35.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.
- 35.6 The inventory shall note whether:
- a) The property was consumed or incorporated in fabrication of final deliverable(s);
 - b) The property was otherwise destroyed;
 - c) The property remains in possession of the Contractor;
 - d) The property was previously returned.
- 35.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorized by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 35.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorized by the Purchaser or directed by the terms of the Contract.
- 35.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

ANNEX A: PAYMENT MILESTONES

| Payment milestones: | Payment Milestone 1: Planning completion | Payment Milestone 2: Equipment delivery and acceptance completion | Payment Milestone 3: Equipment delivery and acceptance completion | Payment Milestone 4: Equipment delivery and acceptance completion | Payment Milestone 5: End of warranty and support completion |
|-----------------------------------|--|--|--|--|--|
| Deliverables (as per SOW): | <ul style="list-style-type: none"> • PIP (Project Implementation Plan) • Corresponding Highlight Reports/Project Progress Reports (up to invoice date) • Corresponding Project Progress Meeting Minutes (up to invoice date) • Acceptance Test Procedure • ILS Plan • Transportation Plan • Recommended Spares List | <ul style="list-style-type: none"> • Corresponding Highlight Reports/Project Progress Reports (up to invoice date) • Corresponding Project Progress Meeting Minutes (up to invoice date) • All equipment under respective CLIN • Corresponding Acceptance Tests and Reports completed and accepted | <ul style="list-style-type: none"> • Corresponding Highlight Reports/Project Progress Reports (up to invoice date) • Corresponding Project Progress Meeting Minutes (up to invoice date) • All equipment under respective CLIN • Corresponding Acceptance Tests and Reports completed and accepted | <ul style="list-style-type: none"> • Corresponding Highlight Reports/Project Progress Reports (up to invoice date) • Corresponding Project Progress Meeting Minutes (up to invoice date) • All equipment under respective CLIN • Corresponding Acceptance Tests and Reports completed and accepted | <ul style="list-style-type: none"> • Corresponding Highlight Reports/Project Progress Reports (up to invoice date) • Corresponding Project Progress Meeting Minutes (up to invoice date) |

NATO UNCLASSIFIED
RFQ-CO-14308-UR6B
Book II Part II

| Payment milestones: | | Payment Milestone 1: Planning completion | Payment Milestone 2: Equipment delivery and acceptance completion | Payment Milestone 3: Equipment delivery and acceptance completion | Payment Milestone 4: Equipment delivery and acceptance completion | Payment Milestone 5: End of warranty and support completion |
|---------------------|--|--|---|---|---|---|
| CLIN | CLIN description | Payment Percentage of related CLIN | Payment Percentage of related CLIN | Payment Percentage of related CLIN | Payment Percentage of related CLIN | |
| 1 | Project Activities and Project Management | | | | | |
| 1.1 | Project Implementation Plan (PIP) | CLIN 1.1: 100% | | | | |
| 1.2 | Project Highlight Reports/Project Progress Reports | CLIN 1.2: 20% | CLIN 1.2: 20% | CLIN 1.2: 20% | CLIN 1.2: 20% | CLIN 1.2: 20% |
| 1.3 | Project Progress Meetings | CLIN 1.3: 25% | CLIN 1.3: 25% | CLIN 1.3: 25% | CLIN 1.3: 25% | |
| 1.4 | Project Progress Meeting Minutes | CLIN 1.4: 25% | CLIN 1.4: 25% | CLIN 1.4: 25% | CLIN 1.4: 25% | |
| 2 | Equipment Delivery | | | | | |

NATO UNCLASSIFIED
RFQ-CO-14308-UR6B
Book II Part II

| Payment milestones: | | Payment Milestone 1: Planning completion | Payment Milestone 2: Equipment delivery and acceptance completion | Payment Milestone 3: Equipment delivery and acceptance completion | Payment Milestone 4: Equipment delivery and acceptance completion | Payment Milestone 5: End of warranty and support completion |
|---------------------|---------------------|---|--|--|--|--|
| 2.1 | Sofia Plodviv (BGR) | | CLIN 2.1: 100% | | | |
| 2.2 | Karmelava (LTU) | | CLIN 2.2: 100% | | | |
| 2.3 | Warszawa-Pyry (POL) | | CLIN 2.3: 100% | | | |
| 2.4 | Balotesti (ROU) | | CLIN 2.4: 100% | | | |
| 2.5 | Tirana-Rinas (ALB) | | CLIN 2.5: 100% | | | |
| 2.6 | Maageroy (NOR) | | CLIN 2.6: 100% | | | |
| 2.7 | Zvolen (SVK) | | CLIN 2.7: 100% | | | |
| 2.8 | Ahlatlibel (TUR) | | CLIN 2.8: 100% | | | |
| 2.9 | Diyarbakir (TUR) | | | CLIN 2.9: 100% | | |
| 2.10 | Kutahya (TUR) | | | CLIN 2.10: 100% | | |

NATO UNCLASSIFIED
RFQ-CO-14308-UR6B
Book II Part II

| Payment milestones: | | Payment Milestone 1: Planning completion | Payment Milestone 2: Equipment delivery and acceptance completion | Payment Milestone 3: Equipment delivery and acceptance completion | Payment Milestone 4: Equipment delivery and acceptance completion | Payment Milestone 5: End of warranty and support completion |
|---------------------|--------------------------------|---|--|--|--|--|
| 2.11 | Erndtebrueck (DEU) | | | CLIN 2.11: 100% | | |
| 2.12 | Schoenewalde (DEU) | | | CLIN 2.12: 100% | | |
| 2.13 | Holzdorf (DEU) | | | CLIN 2.13: 100% | | |
| 2.14 | Grand Canaria - Gando (ESP) | | | CLIN 2.14: 100% | | |
| 2.15 | Zaragoza (ESP) | | | CLIN 2.15: 100% | | |
| 2.16 | Mont De Marsan (FRA) | | | CLIN 2.16: 100% | | |
| 2.17 | RAF Boulmer (GBR) | | | CLIN 2.17: 100% | | |
| 2.18 | RAF Scampton (GBR) | | | CLIN 2.18: 100% | | |
| 2.19 | Athens - Parnis (GRC) | | | | CLIN 2.19: 100% | |
| 2.20 | Crete - Ziros (GRC) | | | | CLIN 2.20: 100% | |
| 2.21 | Thessaloniki - Hortiatis (GRC) | | | | CLIN 2.21: 100% | |

NATO UNCLASSIFIED
RFQ-CO-14308-UR6B
Book II Part II

| Payment milestones: | | Payment Milestone 1: Planning completion | Payment Milestone 2: Equipment delivery and acceptance completion | Payment Milestone 3: Equipment delivery and acceptance completion | Payment Milestone 4: Equipment delivery and acceptance completion | Payment Milestone 5: End of warranty and support completion |
|---------------------|--------------------------------------|---|---|--|--|--|
| 2.22 | Zagreb - Podvornica (HRV) | | | | CLIN 2.22: 100% | |
| 2.23 | Keflavik (ISL) | | | | CLIN 2.23: 100% | |
| 2.24 | Licola (ITA) | | | | CLIN 2.24: 100% | |
| 2.25 | Bari Palese (ITA) | | | | CLIN 2.25: 100% | |
| 2.26 | Pacos de Ferreira - Beja (PRT) | | | | CLIN 2.26: 100% | |
| 2.27 | Ljubljana - Brnik (SVN) | | | | CLIN 2.27: 100% | |
| 2.28 | NGCS POP Interfaces | | CLIN 2.28.1: 100% CLIN 2.28.2: 100% CLIN 2.28.3: 100% CLIN 2.28.4: 100% CLIN 2.28.5: 100% | CLIN 2.28.6: 100% CLIN 2.28.7: 100% CLIN 2.28.8: 100% | CLIN 2.28.9: 100% CLIN 2.28.10: 100% CLIN 2.28.11: 100% | |
| 3 | Test and Acceptance | | | | | |
| 3.1 | Acceptance Test Procedure (document) | CLIN 3.1: 100% | | | | |

NATO UNCLASSIFIED
RFQ-CO-14308-UR6B
Book II Part II

| Payment milestones: | | Payment Milestone 1: Planning completion | Payment Milestone 2: Equipment delivery and acceptance completion | Payment Milestone 3: Equipment delivery and acceptance completion | Payment Milestone 4: Equipment delivery and acceptance completion | Payment Milestone 5: End of warranty and support completion |
|---------------------|---|--|---|---|---|---|
| 3.2 | Acceptance Tests | | CLIN 3.2: 100% | | | |
| 3.3 | Acceptance Test Reports | | CLIN 3.3: 100% | | | |
| 4 | ILS (Integrated Logistic Support) | | | | | |
| 4.1 | ILS Plan | CLIN 4.1: 100% | | | | |
| 4.2 | Transportation Plan, Material Data Sheet (MDS), Packing List(s), Notice of Shipment(s), Request for 302 Customs form (if required), Final System Inventory, Transportation Report | CLIN 4.2: 10% | CLIN 4.2: 30% | CLIN 4.2: 30% | CLIN 4.2: 30% | |

NATO UNCLASSIFIED
RFQ-CO-14308-UR6B
Book II Part II

| Payment milestones: | | Payment Milestone 1: Planning completion | Payment Milestone 2: Equipment delivery and acceptance completion | Payment Milestone 3: Equipment delivery and acceptance completion | Payment Milestone 4: Equipment delivery and acceptance completion | Payment Milestone 5: End of warranty and support completion |
|---------------------|---|---|--|--|--|--|
| 4.3 | Product Documentation (incl. COTS documentation, Certificate of Conformity, COTS Warranty statement (2 years for hardware, 1 year for software), and License Agreement) | | CLIN 4.3: 40% | CLIN 4.3: 30% | CLIN 4.3: 30% | |
| 4.4 | Warranty | | CLIN 4.4: 10% | CLIN 4.4: 10% | CLIN 4.4: 10% | CLIN 4.4: 70% |
| 4.5 | Standard OEM support (standard included with equipment delivered) | | CLIN 4.5: 10% | CLIN 4.5: 10% | CLIN 4.5: 10% | CLIN 4.5: 70% |
| 4.6 | Recommended Spares List | | CLIN 4.6: 100% | | | |