



NATO Communications and Information Agency  
Agence OTAN d'information et de communication

---

## **NATO Communications Infrastructure (NCI)**

### **Amendment 4**

IFB-CO-13735-NCI

BOOK II - PART II

CONTRACT SPECIAL PROVISIONS

NATO RESTRICTED (NATO UNCLASSIFIED WHEN SEPERATED FROM  
BOOK II PART IV SOW)

IFB-CO-13735-NCI AMD4  
Book II – Part II Contract Special Provisions

**THIS PAGE INTENTIONALLY LEFT BLANK**

NATO RESTRICTED (NATO UNCLASSIFIED WHEN SEPERATED FROM  
BOOK II PART IV SOW)

## TABLE OF CONTENTS

	Table of Contents.....	1
1	ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCIA CONTRACT GENERAL PROVISIONS.....	3
2	SCOPE.....	3
3	ORDER OF PRECEDENCE.....	4
4	OPTIONS.....	4
5	PARTICIPATING COUNTRIES.....	5
6	CONTRACT ADMINISTRATION.....	6
7	SECURITY.....	7
8	INTELLECTUAL PROPERTY.....	8
9	INTELLECTUAL PROPERTY RIGHT INDEMNITY AND ROYALTIES.....	8
10	PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS.....	9
11	ACCEPTANCE OF DESIGN DOCUMENTATION.....	9
12	INDEMNITY.....	9
13	KEY PERSONNEL.....	10
14	LANGUAGE OF WORK.....	12
15	CARE AND DILIGENCE OF PROPERTY.....	12
16	APPLICABLE REGULATIONS.....	12
17	PRICE BASIS.....	12
18	SCHEDULE OF PAYMENTS.....	13
19	INDEPENDENT CONTRACTOR.....	14
20	RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT.....	14
21	LIQUIDATED DAMAGES.....	15
22	SYSTEMS WARRANTY.....	16
23	PLACE AND TERMS OF DELIVERY.....	17
24	SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS.....	18
25	SOFTWARE.....	18
26	COMPREHENSION OF CONTRACT AND SPECIFICATIONS.....	18
27	OBSOLESCENCE.....	19
28	OPTIMISATION.....	20
29	REACH CAPABILITY.....	20
30	CERTIFICATES.....	21
31	THIRD PARTIES.....	21
32	TECHNICAL DIRECTION.....	21
33	CARE AND DILIGENCE FOR PROPERTY.....	22
34	DIFFERING SITE CONDITIONS.....	24

**SERVICE LEVEL AGREEMENT (SLA) FOR THE PROVISION OF REACH  
CAPABILITY IN ACCORDANCE WITH CLAUSE 31 OF THE  
CONTRACT SPECIAL PROVISIONS ..... 1**

## **1 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI CONTRACT GENERAL PROVISIONS**

- 1.1 Article 3 “Order of Precedence” modifies Clause 1 “Order of Precedence” of the NCI Agency Contract General Provisions.
- 1.2 Article 5 “Participating Countries” augments Clause 9 “Participating Countries” of the NCI Agency Contract General Provisions.
- 1.3 Article 7 “Security” augments Clause 11 “Security” of the NCI Agency Contract General Provisions.
- 1.4 Article 8 “Intellectual Property” augments Clause 30 “Intellectual Property” of the NCI Agency Contract General Provisions.
- 1.5 Article 9 “Intellectual Property Right, Indemnity and Royalties” augments Clause 29 “Patent and Copyright Indemnity” of the NCI Agency General Provisions.
- 1.6 Article 10 “Pricing of Changes, Modifications, Follow-on Contracts and Claims” augments Clause 19 “Pricing of Changes, Amendments and Claims” of the NCI Agency Contract General Provisions.
- 1.7 Article 11 “Acceptance of Design Documentation” augments Clause 22 “Inspection and Acceptance of Documentation” of the NCI Agency Contract General Provisions.
- 1.8 Article 16 “Applicable Regulations” augments Clause 6 “Authorisation to Perform/Conformance to National Laws and Regulations” of the NCI Agency General Provisions
- 1.9 Article 21 “Liquidated Damages” replaces Clause 38 “Liquidated Damages” of the NCI Agency Contract General Provisions.
- 1.10 Article 22 “Inspection and Acceptance” augments Clause 21 “Inspection and Acceptance of Work” and Clause 22 “Inspection and Acceptance of Documentation” of the NCI Agency Contract General Provisions.
- 1.11 Article 23 “Systems Warranty” augments Clause 27 “Warranty of Work (Exclusive of Software)” and Clause 30 “Software Warranty” of the NCI Agency Contract General Provisions.
- 1.12 Article 25 “Place and Terms of Delivery” replaces Clause 20 “Notice of Shipment and Delivery” of the NCI Agency Contract General Provisions.

## **2 SCOPE**

- 2.1 The Contractor shall deliver a NATO Communications Infrastructure (NCI) as per Part IV - Statement of Work and in accordance with Part I - Schedule of Supplies and Services for the firm fixed prices stated in this Contract

### **3 ORDER OF PRECEDENCE**

3.1 Clause 1 of the Contract General Provisions is modified to read as follows;

“In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:

1. Schedule of Supplies and Services, Part I,
2. Contract Special Provisions, Part II,
3. Contract General Provisions, Part III,
4. Statement of Work, and its Annexes, Part IV,
5. System Requirements Specification and its Appendices, Part V
6. The Purchaser reserves the right to include in the Contract the Bidder’s Technical Proposal submitted in response to IFB-CO-13735-NCI dated \_\_\_\_\_ and any subsequent clarifications or modifications thereto (TBD).

### **4 OPTIONS**

4.1 The Purchaser shall have the right to exercise any or all of the Options so identified in Part I Schedule of Supplies and Services until the end of the longest warranty period at the prices and at the same terms and conditions as per the contract. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of additional or alternative supplies and services at such times and to such destinations as instructed by the Purchaser.

4.2 Prices for all optional line items shall have a validity period that corresponds to the option exercise period cited above.

4.3 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. The Contractor will use all reasonable endeavours to maintain the prices specified therein. Changes to these prices shall be accompanied with documentation and explanation of the change. If this Option 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.

4.4 The Contractor understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or

partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions

- 4.5 The options shall be exercised by written amendment to the contract.

## **5 PARTICIPATING COUNTRIES**

- 5.1 This Article augments Clause 9 of the Contract General Provisions.

- 5.2 The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order): BELGIUM, BULGARIA, CANADA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVENIA, SLOVAKIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

- 5.3 The Contractor may issue sub-contracts to firms and purchase from qualified vendors in any participating NATO Nation. None of the work, including project design, labour and services, shall be performed other than by firms from and within participating countries, as per NATO policy.

- 5.4 The Contractor shall notify in writing to the Purchaser immediately upon being informed of any change in the nationality of its Subcontractor Subcontractor(s) which would prevent the Contractor from further complying with Clause 5.3 above. Upon receipt of this information from the Contractor, the Purchaser may, within three months from this notification, require the Contractor to find an alternate subcontractor, complying with the requirements set out in Clause 5.3 above.

- 5.5 Unless authorized by NATO Policy, no material or items of equipment down to and including identifiable sub-assemblies delivered under this Contract shall be manufactured or assembled by a firm other than from and within a participating country.

- 5.6 The Intellectual Property Rights to all designed documentation and system operating software shall reside in participating NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

## 6 CONTRACT ADMINISTRATION

- 6.1 The Purchaser is the NATO CI Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Technical issues. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.
- 6.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in English. Contract modifications only become valid when received in writing from the General Manager, NCI Agency, and his authorised representative.
- 6.3 Formal letters and communications shall be personally delivered or sent by mail, registered mail, email, courier or other delivery service, to the official points of contact quoted in this Contract.
- 6.4 Informal notices and informal communication may be exchanged by any other means, including telephone.
- 6.5 All notices and communication shall be effective upon receipt.
- 6.6 Official Points of Contact are:

### PURCHASER

#### Primary :

NCI Agency  
ACQ/ASG  
Bâtiment Z  
Boulevard Léopold III  
B-1110 Brussels  
Belgium

POC: Joseph Vitale  
Tel: +32 2 707 8321  
Fax: +32 2 707 8770  
E-mail Joseph.vitale@ncia.nato.int

#### Courtesy Copy To:

NCI Agency  
DIS/NSII  
Oude Waalsdorperweg 6  
2597 AK The Hague  
The Netherlands

POC: Andre Regtien  
Tel: + 31 70 374 3443  
Fax: + 31 70 374 3079  
E-mail: andre.regtien@ncia.nato.int

### CONTRACTOR

#### Contractual issues:

*Company Name*  
*Address*

POC:  
Tel:

#### Technical issues:

*Company Name*  
*Address*

POC:  
Tel:

Fax:  
E-mail

Fax:  
E-mail:

## **7 SECURITY**

- 7.1 This Article augments Clause 11 of the Contract General Provisions.
- 7.2 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.
- 7.3 The security classification of this contract is “NATO RESTRICTED (NATO UNCLASSIFIED WHEN SEPERATED FROM BOOK II PART IV SOW)”.
- 7.4 Contractor's personnel visiting or working at Purchaser's facilities in connection with this Contract shall hold a NATO SECRET security clearance valid for the duration of the Contract. This requirement applies to all sub-contracts issued by the Contractor for the effort under this prime Contract.
- 7.5 The Contractor's staff in the NeCT shall possess a NATO COSMIC TOP SECRET (CTS) security clearance.
- 7.6 It is the responsibility of the Contractor to ensure that his personnel obtain the required security clearances and transmit this information to the sites to be visited in adequate time that the site may perform the appropriate administration.
- 7.7 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.
- 7.8 Failure of the Contractor to obtain proper security clearances to have access to any NATO sites, and any attendant delay in the project which results from this access refusal, is not the basis for excusable delay under the terms of the contract concerning default. 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.
- 7.9 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.

- 7.10 In the absence of valid security clearances for the Contractor's personnel at contract signature, the Purchaser reserves the right to terminate the Contract for "Default".
- 7.11 The Contractor's facilities shall meet NATO security regulations to permit handling and storage of information classified up to and including NATO RESTRICTED.
- 7.12 Any work required to be performed requiring processing information classified higher than NATO RESTRICTED shall be performed at the Purchaser's facilities in Mons (BE).

## **8 INTELLECTUAL PROPERTY**

- 8.1 This Article augments Clause 30 of the Contract General Provisions.
- 8.1.1 Any use of Contractor Background IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO and NATO Nations a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.

## **9 INTELLECTUAL PROPERTY RIGHT INDEMNITY AND ROYALTIES**

- 9.1 This Article augments Clauses 29 of the Contract General Provisions.
- 9.2 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 licences 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.
- 9.3 The Contractor shall exclude from his prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilised free of charge by member nations of NATO and by NATO organisations.
- 9.4 The Contractor shall report in writing to the Purchaser during the performance of this Contract:

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

## **10 PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS**

- 10.1 This Article augments Clause 19 of the Contract General Provisions.
- 10.2 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, in accordance with Clause 16 (Changes) of the Contract General Provisions.
- 10.3 Changes, modifications, follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 (Pricing of Changes, Amendments and Claims) of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex to the Contract General Provisions.
- 10.4 Contractor price quotations for Contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.
- 10.5 The pricing information contained in the cost breakdown sheets submitted with the Bidding sheets, as part of the Contractor's proposal, and especially the forward labour rates provided, will constitute the basis for any future negotiations related to possible future amendments to this Contract.

## **11 ACCEPTANCE OF DESIGN DOCUMENTATION**

- 11.1 This Article augments Clause 22 of the Contract General Provisions.
- 11.2 The acceptance by the Purchaser of the Contractor's design 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 by the Purchaser and does not relieve the Contractor of the obligation to meet the performance requirements of this contract in the event that the design eventually proves to be non-compliant at the testing.

## **12 INDEMNITY**

- 12.1 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

Supplies and Services under this Contract, including the provisions set out in Article 9, "Intellectual Property Rights, Indemnity and Royalties".

- 12.2 The parties will indemnify each other against claims made against the other by their own personnel, and their Subcontractor Subcontractors (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.
- 12.3 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.
- 12.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or wilful 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.

**13 KEY PERSONNEL**

- 13.1 The individuals listed below are considered to be key to the performance of this contract and shall not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser. The Key Personnel are as follows:

POSITION	NAME
Project Manager	
Deputy Project Manager	
Technical Lead	
System Design Engineer	
CIS Security Manager	
System Implementation Manager	
Site Installation Team Leader	
NESG NATO Embedded Contractor Team (NeCT)	
Training Manager	
Test Director	

POSITION	NAME
Senior ILS Engineer	
Quality Assurance Manager	

- 13.2 In such cases where the services of the Key Personnel are lost to the Contractor beyond the reasonable control of the Contractor, the Contractor must nominate a substitute(s) of equivalent or higher qualification and experience within 15 working days of the date at which the Contractor has knowledge of the loss of service of such key personnel. The replacement personnel shall be in place within a reasonable time.
- 13.3 If the Contractor is unable to nominate and/or replace the lost personnel within the timeframe mentioned in 13.2 above, the Purchaser may conclude that the loss of the Key Personnel endangers progress under the Contract to the extent that the Purchaser may resort to the Clause 39 – “Termination for Default” of the Contract General Provisions for redress of the situation.
- 13.4 The Purchaser shall approve the dedicated personnel, as well as the replacement personnel. The Purchaser has the right to refuse any proposed substitution as not meeting the qualifications and request the Contractor to offer another qualified individual in lieu thereof.
- 13.5 The Purchaser reserves the right to reject a Contractor’s staff member after acceptance of a Contractor’s staff member on the basis of his/her CV if the individual is not providing the required level of support. The Purchaser will inform the Contractor in writing in case such a decision is taken and the Contractor shall propose and make another staff member available within three working days after the written notification.
- 13.6 A Contractor’s staff member assigned to the present Contract shall remain working on the Contract for as long as required by the terms of the present Contract. However, in the event 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 working 3 days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications.
- 13.7 The Purchaser has the right to refuse any proposed substitution if not meeting the qualifications and request the Contractor to offer another qualified individual in lieu thereof. The Purchaser will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent.
- 13.8 After acceptance in writing by the Purchaser of a substitution of staff, based on a CV, the above paragraph shall be applicable again, if necessary.

## **14 LANGUAGE OF WORK**

14.1 The working language of the Project Team is English and the associated technical documents are printed in English.

## **15 CARE AND DILIGENCE OF PROPERTY**

15.1 The Contractor shall use reasonable care of avoid damaging building, equipment work site premises. If the Contractor damages any such building or equipment, he shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If he 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.

15.2 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 wilful misconduct. The Purchaser will, however, not assume any liability except for gross negligence and wilful misconduct on the part of the Purchaser's personnel or agents.

15.3 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.

## **16 APPLICABLE REGULATIONS**

16.1 This Article augments Clause 6 of the Contract General Provisions.

16.2 The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices of the country of installation with respect of any works carried out at the designated installation sites stated under this Contract.

16.3 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 installation's safety provisions.

16.4 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.

## **17 PRICE BASIS**

17.1 This is a Firm Fixed Price contract.

17.2 The Priced Schedule of Supplies and Services of the present contract, divided by major Contract Line Items list all services and/or deliverables, their due date, the place of delivery and their firm fixed price contract line item price.

17.3 The Firm Fixed Price of this contract includes all travel and accommodation, between NATO Locations and the Contractor's own premises.

## 18 SCHEDULE OF PAYMENTS

18.1 The Contractor shall submit to the Purchaser invoices prepared in accordance with Clause 25 – “Invoices and Payment” of the Contract General Provisions upon achievement of the Project Milestones listed below. The invoices shall be calculated on the basis of the total price of the Basic Contract excluding the exercise of any options.

18.2 Payment shall be made in the currency specified following purchaser acceptance of the supplies and services to be furnished. The price to be charged is the total firm fixed price stated in the Contract Schedule of Supplies and Services. The total firm fixed price is an overall price including expenses. No payment shall be made with respect to undelivered supplies, works not performed and/or services not rendered.

18.3 Invoice shall be prepared for each Milestone in accordance with the Milestones Payment Schedule as indicated below. Therefore an invoice shall correspond to the successful completion of a Milestone, and shall contain the required documented evidence of the successful completion of each Item of that Milestone, including all required testing and acceptance documents for all the Item of that milestone.

18.4 Payment will be made by the Purchaser to the Contractor's financial institution as indicated on the invoice within sixty (60) calendar days of receipt of a properly prepared invoice. Invoices shall be submitted in quadruplicate.

18.5 Payment milestones are as follows:

Milestone Number	Description	Payment
1	Acceptance of SDS Final Draft 1 and Configuration Capturing Report (CLIN 2.2.2)	5% of Total Contract Value
2	Acceptance of Final PIP (CLIN 1.1.1)	10% of Total Contract Value
3	Acceptance of Final SASP (CLIN 3.1 and 3.2)	5% of Total

		Contract Value
4	Acceptance of Final System Design Specification (SDS) (CLIN 2.4), Final SIDP (CLIN 4.1.2 till 4.1.5), and Final PSAT Procedures (CLIN 5.5)	20% of Total Contract Value
5	Acceptance of PSA Report R&TF facility (CLIN 4.2.9) and NOC (3 sites) (CLIN 4.3.8)	5% of Total Contract Value
6	Acceptance PSA Reports for Wave 1 (14 sites - IOC) (CLIN 4.4.9)	10% of Total Contract Value
7	Acceptance PSA Reports for Wave 2 (10 sites) (CLIN 4.5.9)	10% of Total Contract Value
8	Acceptance PSA Reports for Wave 3 (23 sites) (CLIN 4.6.9)	10% of Total Contract Value
9	Acceptance PSA Reports for Wave 4 (23 sites) (CLIN 4.7.9)	10% of Total Contract Value
10	Acceptance FSA Report (CLIN 5.14)	5% of Total Contract Value
11	Conclusion of First Year CLS (CLIN 7.6)	10% of Total Contract Value

## 19 INDEPENDENT CONTRACTOR

19.1 The Personnel provided by the Contractor 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.

19.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Consultants employed under this Contract are not eligible for any diplomatic privileges or NATO employee benefits.

## 20 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

20.1 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.

20.2 Specifically, 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. The selection of adequate personnel shall remain sole responsibility of the Contractor.

## **21 LIQUIDATED DAMAGES**

21.1 This Article replaces Clause 38 of the Contract General Provisions.

21.2 If the Contractor fails to meet the delivery/performance at the times specified in the Schedule of Supplies and Services (SSS), or any agreed extension thereto, 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 liquidated damages of ten hundreds of one per cent (0.1%) of the value of the associated payment milestone in the payment schedule set forth in Article 18 of the Contract Special Provisions per day of delinquent delivery/performance.

21.3 Alternatively, the Purchaser may terminate this Contract in whole or in part, as provided in paragraph 39.1 of Clause 39 – “Termination for Default” of the Contract General Provisions and in that event the Contractor shall be liable to pay the excess costs provided in paragraph 39.5.

21.4 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 paragraph 39.6 of Clause 39 – “Termination for Default” of the Contract General Provisions. In such event, subject to 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 his judgement the findings of fact justify an extension.

21.5 Liquidated damages shall be payable to the Purchaser from first day of delinquency in achieving the specified Major **Payment** Milestones and shall accrue at the rate specified in paragraph 21.2 to a maximum of Fifteen Per Cent (15%) of the applicable payment for the milestone.

21.6 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:

- By deducting such damages from the amounts due to the Contractor against the Contractor's invoices;
- By proceeding against any surety;
- By reclaiming such damages through appropriate legal remedies.

## **22 SYSTEMS WARRANTY**

- 22.1 This Article augments Clauses 27 and 31 of the Contract General Provisions.
- 22.2 The Contractor shall warrant that all equipment and software furnished under this Contract and all installation work performed under this Contract conform to the requirements and is free of any defect in material, code or workmanship for a period starting at date of FSA to date of FSA plus one (1) year.
- 22.3 The Contractor shall fix/repair/replace all items received as per his internal procedures with the highest priority allocated.
- 22.4 If the Contractor becomes aware at any time before acceptance by the Purchaser that a defect exists in any supplies, the Contractor shall coordinate with the Purchaser and promptly correct the defect.
- 22.5 Defect magnetic, solid state and electronic media storage devices (e.g. CD-ROM's, DVD's, USB sticks, solid state storage drives, hard drives) shall remain NATO property, at no additional cost, and not be returned to the Contractor when being replaced. Any such defect storage devices shall be replaced by the Contractor with new storage devices at no additional cost to the Purchaser.
- 22.6 The Contractor shall be responsible for the provision of any alternative or superseding items, should the original part be no longer available, ensuring compliance with the original design provided by this Contract.
- 22.7 During the warranty period, the Contractor shall be responsible for supplying all COTS hardware and software upgrades and updates. The availability of COTS hardware and software upgrades and updates shall be made known to the Purchaser and, if proposed for introduction by the Contractor for whatever reason, including any corrective action for an identified fault, shall always be subject to Purchaser approval.
- 22.8 The Contractor shall not be responsible for the correction of defects in Purchaser furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.
- 22.9 As an option the Purchaser can request additional warranty under the same conditions on a yearly basis.

## **23 PLACE AND TERMS OF DELIVERY**

- 23.1 This Article replaces Clause 20 of the Contract General Provisions.
- 23.2 All deliverables under this Contract shall be delivered DDP (“Delivered Duty Paid”) as defined by the INCOTERMS published by the International Chamber of Commerce (Publication No. 560) to the places and at such times as stipulated in the Schedule of Supplies and Services. The Contractor shall note that the Purchaser is exempt from customs duties and Value Added Tax as per Clause 26 – “Taxes and Duties” of the Contract General Conditions.
- 23.3 Partial deliveries are acceptable as long as all related shipping costs are born by the Contractor and subject to advance notification and agreement from the Purchaser.
- 23.4 The Contractor shall, for the purpose of transportation, package, crate, or otherwise prepare the various supplies in accordance with the best commercial practises for the type of supplies involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- 23.5 The item number of each System in the Schedule is not indicative of the order of installation of the NCI Systems at the sites. The Contractor shall be responsible for achieving PSA at the site of destination in accordance with the Schedule. The Purchaser may change the stated destination up to 30 days prior to scheduled delivery at no change in the Contract price and delivery schedule. If the Purchaser makes a change in destination in less than 30 days prior to scheduled delivery, the Contractor may consider this to be a change in accordance with the clause of this Contract entitled "Changes".
- 23.6 If the Contractor foresees that Delivery of the NCI System(s) may be accelerated, the Contractor may notify the Purchaser and the Purchaser may concur with such early delivery(ies) if it can meet its site readiness and inspection and acceptance obligations. The Purchaser reserves the right to refuse such requests for early delivery and insist the Contract delivery schedule be maintained in an unmodified form.
- 23.7 The Contractor shall start work on each site, only after notification by the Purchaser that the site is ready for start of work.
- 23.8 The Contractor will have no right for any claims in reference to a delay in the Purchaser's confirmation of start of work, as long as the delay does not exceed 90 days. This includes the delivery of all Purchaser Furnished Equipment (PFE).

## **24 SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS**

- 24.1 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 Clause 29 – “Termination for Default” of the Contract General Conditions.
- 24.2 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 finalised 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.

## **25 SOFTWARE**

- 25.1 The Purchaser reserves the right to exclude from the awarded Contract the purchase of software licenses for which NATO has established centralized Contracts. In this case, the contract terms, schedule and prices will be modified accordingly, and the software licenses will be provided to the Contractor in the form of "Purchaser Furnished Equipment".

## **26 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 26.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications (including drawings) 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.
- 26.2 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.

- 26.3 The Contractor hereby acknowledges that he 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 that are based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 26.4 Notwithstanding the “Changes” Clause 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 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.

## **27 OBSOLESCENCE**

- 27.1 It is the responsibility of the Contractor to ensure that adequate supplies of replacement parts and equipment are available to perform the services for the duration of the Period of Performance. It is recognised that in some cases, the end of production of certain items of hardware and/or the end of support for certain software and software tools may occur suddenly and/or with limited or no warning. In the case where limited or no warning has been provided or where the acquisition of logistics stocks is not an adequate response, the Contractor shall notify the Purchaser of the event in writing as early as practicable after the Contractor has first knowledge. The notification shall provide a brief description of the nature of the event and the potential impact of the event on the ability of the Contractor to meet the performance requirements of the SOW. The Contractor shall further provide recommendations in the form of one or more Engineering Change Proposals (ECPs) as to the solution(s) to the potential impacts. These recommendations shall provide a full life cycle cost of implementation and support as well as the technical risks and impacts involved if the solution(s) or each of the solutions were implemented (trade off analysis).
- 27.2 ECPs issued pursuant to this Clause may also include proposals for Optimisation as set forth in Article 30 below.
- 27.3 After review and analysis, the Purchaser will inform the Contractor of the acceptance of one or more ECP(s) and the changes which will be incorporated

into the Contract by formal Amendment. The Purchaser may also decide to take no action and accept the impact on system performance/supportability as detailed by the Contractor. In such a case, an Amendment to the Contract will be executed changing the aspects of the SOW as required to reflect the impact of not taking any action.

## **28 OPTIMISATION**

- 28.1 The Contractor is encouraged to examine methods and technology that may increase efficient operation and management of the system(s) on which the required services are provided to the Purchaser, thus reducing operating and manpower costs and the overall cost to the Purchaser.
- 28.2 The Contractor may, at any time during the Period of Performance, introduce Engineering Change Proposals (ECPs) offering innovations and/or technology insertion with a view towards reducing the overall cost to the Purchaser.
- 28.3 Any such ECP submitted shall cite this Clause as the basis of submission and provide the following information:
- 28.3.1 A detailed description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;
- 28.3.2 A full analysis of the prospective savings to be achieved in both equipment and manpower, including, as appropriate, utility and fuel consumption and NATO manpower, travel, etc.;
- 28.3.3 A full impact statement of changes that the Purchaser would be required to make, if any, to its operational structure and management procedures;
- 28.3.4 A fully detailed proposal of any capital investment necessary to achieve the savings;
- 28.3.5 A schedule of how the changes would be implemented with minimal negative impact to on-going performance and operations.

## **29 REACH CAPABILITY**

- 29.1 The purpose of this Article is to define the conditions under which specific Purchaser provided REACH capability is made available to the Contractor in the course of CO-13735-NCI.
- 29.2 The provision of the REACH capability is not governed by the standard Clause 13 of the Contract General Provisions (Purchaser Furnished Property) but solely by Clause 31 of the Contract Special Provisions and by the Service Level Agreement (SLA) in Annex A of the Contract Special Provisions.
- 29.3 Should the Purchaser not be able to meet the Service Level Agreement (SLA) related to the provision of the REACH capability as laid down in Annex A of the

Contract Special Provisions, the Contractor shall not be entitled to claim an excusable delay nor any compensation against any of CO-13735-NCI clauses for the performance of CO-13735-NCI and its Amendments.

### **30 CERTIFICATES**

30.1 The Contractor shall comply with the Certificates of Premium Level Partner Status with the active network equipment and software manufacturers in effect at the Effective Date of Contract (EDC) and during the duration of the Contract.

### **31 THIRD PARTIES**

31.1 The Contractor shall be aware of the possible need to work closely with and participate in meetings and reviews to be held jointly with third parties who perform work which contributes to, or is strongly related to, work conducted under this Project, mainly constituted by, but not limited to, the Contractor performing work under the NCIRC contract and other related NATO Contractors.

31.2 The Contractor shall have no rights to raise claims, ask for delays or interrupt the performance of the Contract on the basis of, or in connection with, his responsibilities to work/ co-ordinate with third parties running work on or related to this Project.

31.3 The above described effort is already included in the Total Firm Fixed price of this Contract and the Contractor shall have no recourse for additional costs or delays in the performance of this Contract on the basis of the above described effort.

31.4 The Purchaser reserves the right to make technical documentation available to third parties.

### **32 TECHNICAL DIRECTION**

32.1 The Contract will be administered by the NATO C&I Agency in accordance with Article 6 of these Contract Special Provisions entitled "Contract Administration.

32.2 At each site of efforts, the Purchaser will 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 to interpret the Statement of Work and provide direction to the Contractor personnel in performance of their duties. The absence of

Technical Representatives at a work site shall not provide justification for the Contractor to Claim.

- 32.3 The absence of Technical Representatives at a work site shall not provide justification for the Contractor to Claim.
- 32.4 During the performance of the Work under the Contract, the Technical Representative will also provide guidance with regard to authorised working hours at each site. In setting the working schedule for each site, the Contractor shall comply with National and local laws and regulations.
- 32.5 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, he shall immediately inform in writing the NCI Agency Contracting Authority, who will either confirm or revoke such direction. If such direction is confirmed as a change, this change will be formalised by written amendment to the Contract pursuant to the Clause 16 “Changes” of the NCI Agency Contract General Provisions.
- 32.6 The Purchaser will inform the Contractor of the names of all assigned Technical Representatives. The Contractor shall not accept guidance or instructions, in the form of interpretation of the Statement of Work, or technical direction from anyone other than the nominated Technical Representatives.
- 32.7 Failure of the Contractor to notify the NCI Agency Contracting Authority of any technical direction constituting a change of the Contract will result in a waiver of any claims pursuant to such change.
- 32.8 Failure of the Contractor to notify the NCI Agency Contracting Authority of any technical direction constituting a change of the Contract will result in a waiver of any claims pursuant to such change.

### **33 CARE AND DILIGENCE FOR PROPERTY**

- 33.1 The Contractor shall preserve and protect all structures, buildings, equipment and vegetation (such as trees, shrubs and grass) on the work site, except where such facilities are identified for removal and disposal.
- 33.2 The Contractor shall preserve and protect all structures, buildings, equipment and vegetation (such as trees, shrubs and grass) on the work site, except where such facilities are identified for removal and disposal.
- 33.3 The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs

or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Authority. The Contractor shall make good any damage to grasses or shrubs as directed by the Purchaser and at no expense to the Purchaser. If he 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.

33.4 The Contractor shall protect from damage all existing improvements and utilities as follows:

- at or near the work site, and;

- on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

33.5 The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Authority may have the necessary work performed and charge the cost to the Contractor.

33.6 The Purchaser will exercise due care and diligence for the Contractor's equipment and materials on site. The Purchaser will, however, not assume any liability except for gross negligence and wilful misconduct on the part of the Purchaser's personnel or agents.

33.7 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste, material or rubbish. Upon completion of the work to be carried out under this Contract, the Contractor shall remove any remaining rubbish from the premises as well as all tools, scaffolding equipment and materials not the property of the Purchaser and leave the site area and its surroundings in a clean and neat condition satisfactory to the Purchaser.

### **34 DIFFERING SITE CONDITIONS**

- 34.1 The Contractor acknowledges that it has taken the steps reasonably necessary to ascertain the nature and location of the installation work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including uncertainties of weather, or similar physical conditions at the site and the character of equipment and facilities needed preliminary to and during work performance.
- 34.2 Having had the opportunity to verify the drawings and data provided, and having had the opportunity to visit the sites, the Contractor shall have no recourse to claims of additional work and cost in connection with activities performed under this Contract, except in such cases as additional effort and cost is occasioned by unusual circumstances that could not have reasonably been foreseen (e.g., buried obstacles or pollutants which are not shown on any drawings furnished).
- 34.3 If the Contractor encounters a situation which, consistent with this clause, would be the cause of unforeseen additional effort and cost, he shall report this immediately to the Purchaser, who will then make a determination as to the resolution of the difficulty.
- 34.4 The Contractor shall note that instructions or requests to perform additional tasks other than what is set forth in the Statement of Work shall not be honoured except as such instructions are issued by the Purchaser's Contracting Authority.

## ANNEX A

### SERVICE LEVEL AGREEMENT (SLA) FOR THE PROVISION OF REACH CAPABILITY IN ACCORDANCE WITH CLAUSE 31 OF THE CONTRACT SPECIAL PROVISIONS

#### 1. Introduction

NATO Communications and Information Agency (NCI Agency) via the NCI Agency REACH Service capability is offering a service to access a collaborative environment able to process, store and handle project deliverables, supporting documentation and other project related information up to and including NATO RESTRICTED.

#### 2. Parties

This Service Level Agreement is only valid between the parties listed hereafter.

- **Service Provider:** NATO Communications and Information Agency (hereinafter referred to as “*NCI Agency*”)
- **Service Sponsor:** CUSTOMER PROJECT NAME (hereinafter referred to as “*The Customer*”)

#### 3. Service period

**Start Date:** DATE (Hereinafter the Start Date is referred to as “*Service Start*”)

**End Date:** DATE (Hereinafter the End Date is referred to as “*Service End*”)

This SLA shall cover the period between Start Date and End Date.

(Hereinafter this period is referred to as “*Service Period*”)

#### 4. Signatures

For the Service Provider:	For the Service Sponsor:
.....	.....
Name: LtCol Brian Kastning	Name: First name LAST NAME
Title: REACH Service Manager	Title:
Date:	Date:

NATO UNCLASSIFIED

## 5. References

A. NC3A-RD-2780 – BLST Services Catalogue Edition 1.0 (19.05.2009).

## 6. Funding

All service charges for REACH service delivery to *The Customer* will be covered by the Project Service Costs (PSC) of **PROJECT NUMBER & ID**. The PM will assure availability of adequate funding for continuation of the REACH services to *The Customer* until project closure.

## 7. Service Charges

### 7.1 Standard Charges

NCI Agency is providing numbers of REACH systems: forty-eight (48) (#), (Hereinafter this period is referred to as “*The Requested Number*”).

Total amount: 48,000 EURO.

The annual cost per REACH capability for duration of the *Service Period* is calculated at

- 2,000 Euro/year for a *Service Period* of three years

An optional cost of 3,000 Euro for delivery, identity management and mandatory training at customer location.

If *The Customer* terminates the contract prior to the *Service End* and prior to the full payment of the total cost for the *Service Period*, *The Customer* will be charged a compensation fee of 1,000 Euro per REACH.

### 7.2 Payment and Invoices

NCI Agency will invoice *The Customer* as specified in the table below to the address indicated herein. Payment is due within 30 days of the date of invoice.

Invoice Dates	Amount	Description
Upon acceptance of Proposal/agreement	€ 48,000	8 REACH subscriptions for 3 years

Optional REACH Service	Description	Duration	Costs/Invoice Dates
Option No 1	Additional REACH capability	N/A	After 3 years subscription: 2,000 Euro/piece/year
Option No 2	Deployment of REACH capability at any European location different from the Hague (NLD) or Brussels (BEL)	N/A	3,000 Euro
Option 3	Deployment of REACH capability at any location different from Europe	N/A	TBD

NCI Agency costs are not subject to VAT.

## 8. Roles

### 8.1 Customer, points of contact:

Organisation	Name, Position and Role	Address and Contact Information
POC		

### 8.2 REACH Users

REACH #	Organisation	Name, Position and Role	Address and Contact Information
User 1			
User x			

### 8.3 NCI Agency:

NATO UNCLASSIFIED

Points of contact	Name, contact information
Address	NCI Agency Oude Waalsdorperweg 61, 2591 AK The Hague The Netherlands
Project Manager	
Account Manager	
Service Owner	Atanur Ataol Phone: +31 70 374 3034 Email: <a href="mailto:frank.mikla@ncia.nato.int">frank.mikla@ncia.nato.int</a>
Service Level Manager	LtCol Brian Kastning Phone: +31 70 374 3332 Email: <a href="mailto:peter.munk@ncia.nato.int">peter.munk@ncia.nato.int</a>
Incident Manager:	Mark Vandevenne Phone: +32 2 707 8767 Email: <a href="mailto:mark.vandevenne@ncia.nato.int">mark.vandevenne@ncia.nato.int</a>
Service Desk	Phone: +31 70 374 3320 Email: <a href="mailto:servicedesk@ncia.nato.int">servicedesk@ncia.nato.int</a>

## 9. General Overview

*NCI Agency* will deliver the REACH capability to support *The Customer* under this agreement.

This is a project between the *NCI Agency* and *The Customer* to establish the:

- Provision of REACH capability for *The Customer*;
- General levels of response, availability, and maintenance associated with the REACH capability;
- Responsibilities of *NCI Agency* and *The Customer*.

## **10. Provided Capability**

### **10.1 References**

NCI Agency NC3A-RD-2780 – BLST Services Catalogue Edition 1.0 specifies in chapter 6.1 the Managed Desktop/Laptop Service and the definitions for such capability. The REACH capability refers to the BLST Managed Desktop/Laptop Service and offers:

- REACH enabled Laptop including Microsoft Office 2013 Professional and the associated collaboration toolset (E-mail, Instant Messaging, Live meeting and Presence Awareness);
- Access to the collaborative environment of the REACH community with the capability to communicate, store, and process information up to and including NATO RESTRICTED;
- Remote Access at NR level via the NCI Agency Service Delivery REACH capability;
- Support through NCI Agency Service Desk.
- The following software and tools are provided through the REACH capability:
  - a. Microsoft Windows 7;
  - b. Microsoft Office 2013 Professional;
  - c. Lync 2013;
  - d. McAfee Anti-Virus protection;
  - e. Adobe Reader XI;
  - f. Cisco AnyConnect VPN Client;
  - g. NCI Agency Reach Compliance Check application;
  - h. Aladdin PKI e-Token;
  - i. NATO NPKIv2 user certificate.

### **10.2 Scope**

- The support level is specified as minimum Level 2 as defined in the BLST Services Catalogue chapter 2.2.
- The availability of the REACH capability is 24/7 – the time to resolve issues is 24h during business weeks.

### **10.3 Aim**

The REACH capability enables exchanges of information and collaboration up to and including NATO Restricted classification.

### **10.4 Limits**

The use of the REACH capability requires a NATO Security clearance at NATO SECRET level.

The exchange and collaboration of information is provided through e-mail and Instant Messaging.

Direct printing capability is not provided, but can be arranged through an extension of this agreement requested by *The Customer*.

In case of any problems, which cannot be solved remotely from the NCI Agency Service Desk (The Hague, NLD), the equipment needs to be sent to *NCI Agency*, The Hague on *The Customer* expenses. Any damages resulting from inappropriate operation or operation in harsh environment or adverse weather conditions, as well as a loss of the system are not covered by the agreed charges and have to be compensated by *The Customer*.

A maximum of two users can be configured to share the REACH capability.

The Service provider grants one-time interchange of the user's rights during the usual period of contract, which is three years.

## 10.5 Assumptions

The following assumptions apply to this project:

- Any support by *NCI Agency* is clearly documented through this project description and the Managed Desktop/Laptop service description (ref. [1] chapter 6.1);
- The REACH capability will be provided in accordance with the BLST Service Catalogue conditions (ref. [1] chapter 2 and chapter 4);
- Security violations of the non-NCI Agency REACH users are investigated through their local security officers/managers applying NATO rules (CM (2002)49, NCI Agency AD3-2, and NCI Agency Service Delivery NR SECOPS).
- Required changes to this project description and/or the provision of the REACH capability will be jointly assessed and the implementation agreed between the Parties. The implementation of changes may have an impact on the charges which will be handled through an update of this project description.
- Management and scheduling of all *NCI Agency* activities related to the provision of the REACH capability will be conducted in accordance with the service description (ref. [1]).

## 11. Standards and Quality

*NCI Agency* applies PRINCE 2 methodology for project management and ITIL best practices for service management.

NATO UNCLASSIFIED

## 12. Roles and Responsibilities

The roles and responsibilities for the provision of the REACH capability are defined in Reference A, but summarized also herein:

- *The Customer* receives *The Requested Number* of REACH system terminals.
- *NCI Agency* provides the REACH capability and related services.

### 12.1 NCI Agency's responsibilities

*NCI Agency's* responsibilities are:

- Provides the REACH capability including basic end-user training (1.5 hours duration) at the NCI Agency Service Delivery The Hague or Brussels site;
- Grants temporary use of REACH hardware and the software licences for the contracted period;
- Meets response times associated with the priority assigned to incidents and change requests as stipulated in the Service Catalogue;
- Notifies *The Customer* about all scheduled maintenance through email;
- Communicates all issues with *The Customer*;
- Implements the processes defined in this project description and in the NCI Agency BLST Service Catalogue to support the REACH capability;
- Provides backup on portals and shred drives.

### 12.2 *The Customer* Team Responsibilities

*The Customer* has the following responsibilities and/or requirements:

- Provides the internet access required for Remote Access via NCI Agency Service Delivery REACH;
- Backup of files and data of the REACH on NR accredited media on an authorized Removable Storage Device provided by service provider;
- Provides a NATO security clearance for up to and including NATO SECRET for the personnel using the REACH capability. It is the responsibility of the REACH capability user to ensure that the Service Provider has a valid and registered Security Clearance during the service period. If the user fails to provide a valid Security Clearance, the user account will automatically be disabled on the recorded expiration date on the registered Security Clearance;

- Provides the contact details of the local Security Officer/Manager and the commitment to apply NATO rules as defined in CM(2002)49, NCI Agency AD3-2, and NCI Agency NR SECOPS for the investigation;
- Signs and implements the NR SECOPS;
- Returns the equipment at the end of the project at its expenses to NCI Agency Service Desk.

### **13. Hours of Coverage, Response Times & Escalation**

NCI Agency Service Desk operates from 07:00 - 19:00 CET (Mon-Thursday) and 07:00 - 16:30 CET (Friday) and in accordance with the corresponding SLA of the NCI Agency Internet Service Provider. Support outside the normal business hours as defined above is not provided. In no event will *NCI Agency* be liable for damages of any kind arising out of or in connection with the use of the REACH.

### **14. Incidents**

Any incidents (Problems/issues) need to be reported either by email to [servicedesk@ncia.nato.int](mailto:servicedesk@ncia.nato.int) or by phone to +31703743320.

*Response to Incidents:*

*NCI Agency* will assess the incident, identify criticality and respond to the *The Customer* within one business day.

*Prioritization:*

Any prioritization with respect to time and effort for the incidents, which cannot be resolved immediately, will be discussed with *The Customer*.

*Resolution of disagreements:*

In case of disagreements, all disputes shall be resolved by consultation between the Parties and shall not be referred to any national or international tribunal or other third party for settlement.

### **15. Changes**

For any changes of the REACH capability which will be required to be made during the use of the REACH capability, *NCI Agency* will inform *The Customer* one week prior to the event and inform about the required consequences.

Any changes concerning the elements provided by *The Customer* need to be communicated to the POC Service Owner as per 8.3 above one week prior to the event.

## **16. Maintenance**

Use of the REACH capability and/or related components require regularly scheduled maintenance (“Maintenance Window”) performed by NCI Agency. These activities will render systems and/or applications unavailable for normal user interaction as communicated via email.

## **17. Reporting, Reviewing and Auditing**

A report will be provided every three months on the availability of the system and issues during these three months, including the feedback from The Customer.

## **18. Associated Policies, Processes and Procedures**

All related polices, processes and procedures are defined in BLST Services Catalogue (ref. [1]).

## **19. Duration, Termination**

The REACH capability will be provided for *The Service Period*.

If the *NCI Agency* discontinues the REACH capability for any reason, it will notify such termination with three (3) months written notice.

*The Customer* may terminate this agreement with three (3) months written notice. Charges for early termination may apply.

For a one year subscription *The Customer* may terminate this agreement with no refund.

The hardware must be returned to the NCI Agency Service Desk. It is recommended to request a receipt from the NCI Agency Service Desk upon returning the hardware.