



Acquisition

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NCIA/ACQ/2023/07137

20 July 2023

To: Distribution List

Subject: **INVITATION FOR BIDS – BOA PLUS COMPETITION**

IFB- CO-115759-DAMS-WCM– DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM (DAMS-WCM)

- References:
- A. BC-D(2018)0004-FINAL BC Budget Procurement Guidance dated 16 January 2018
 - B. NCIA/ACQ/2023/06936 - NOI-IFB-CO-115759-DAMS-WCM dated 02 June 2023

Dear Madam/Sir,

1. Your company is hereby invited to participate in an Invitation for Bid procedure for the provision of Digital Asset and Web Content Management Systems.
2. The NCI Agency intends to place one contract to cover the entire scope of the project. No partial bidding will be allowed on the evaluated CLINs.
3. Issuance of a Contract will be made on a Fixed Price Basis (except for optional years 2029-31 which will be subject to Economic Price Adjustment) to the offer evaluated as the best value for money in accordance with predefined bid evaluation criteria set forth in the Bidding Instructions (Book I) attached to this letter.
4. The scope of the envisaged Contract is described in the Prospective Contract (Book II), part of the Invitation for Bid (IFB) package.
5. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS IFB IS 14:00 HOURS (BRUSSELS LOCAL TIME) ON MONDAY, 21 AUGUST, 2023.**



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Avenue du Bourget 140
1140 Brussels, Belgium
www.ncia.nato.int

6. This IFB consists of the Bidding Instructions, including Administrative Certificates and Bidding Sheets (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), Contract General Provisions (Part III); as well as, the Statement of Work and Annexes (Part IV) detailing specifications governing the performance requirements of the Contract.
7. The overall security classification of this IFB is "NATO UNCLASSIFIED".
8. This IFB remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
9. The Invitation for Bid does not constitute either a financial or contractual commitment at this stage.
10. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw, or suspend this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if IFB cancellation, withdrawal, or suspension occurs.
11. The successful Bidder may be required to handle and store classified information up to the level of "NATO RESTRICTED". Individuals working with "NATO RESTRICTED" information shall have a need-to-know and require a Certificate of Security Obligation (CSO) or a Request for Visit (RFV), depending on the national laws of the NATO country they are situated in. Should a Contractor be unable to perform the Contract due to the fact that the CSO or RFV cannot be provided, this cannot be the basis for a claim of adjustment or an extension of schedule, nor is it considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
12. Prospective Bidders are requested to complete and return the enclosed "Acknowledgement of Receipt" at Attachment A within 7 days of receipt of this IFB, informing the NCI Agency of their intention to bid or not to bid. Companies are not bound by their initial decision, and should a firm decide to reverse its stated intention at a later date, it is requested to advise the NCI Agency via e-mail.
13. The reference for this IFB is IFB-CO-115759-DAMS-WCM. All correspondence related to this IFB shall reference this number.
14. The Contracting Officer responsible for this solicitation is Mrs. Lise Vieux-Rochat, all correspondence regarding this IFB should solely be addressed to

IFBCO115759DAMSWCM@ncia.nato.int

FOR THE CHIEF OF ACQUISITION:

Lise Vieux-Rochat
Contracting Officer

Attachment(s): IFB-CO-115759-DAMS-WCM

- A. Acknowledgement of Receipt
- B. Book I – Bidding Instructions, Certificates and Bidding Sheets
- C. Book II – Prospective Contract
 - Signature Page
 - Part I Schedule of Supplies and Services
 - Part II Contract Special Provisions
 - Part III Contract General Provisions
 - Part IV Statement Of Work and annexes

Distribution List:

Bidders List

NATO Delegations (Attn: Infrastructure Adviser)

Embassies in Brussels (Attn: Commercial Attaché)

NCI Agency – All NATEXs

Internal Distribution



ACKNOWLEDGEMENT OF RECEIPT OF
INVITATION FOR BID

IFB-CO-115759-DAMS-WCM

PLEASE COMPLETE AND RETURN WITHIN 7 DAYS AFTER RECEIPT OF
THE IFB

(VIA EMAIL TO IFBCO115759DAMSWCM@ncia.nato.int)

We hereby advise that we have received the Invitation For Bid IFB-CO-115759-DAMS-WCM on, together with all the enclosures.

CHECK ONE

- AS OF THIS DATE AND WITHOUT COMMITMENT ON OUR PART WE DO INTEND TO SUBMIT A BID.
- WE DO NOT INTEND TO SUBMIT A BID
- WE ARE REVIEWING THE REQUIREMENTS OF THE IFB AND WILL NOTIFY YOU OF OUR DECISIONAS SOON AS POSSIBLE.

SIGNATURE.....
 PRINTED NAME
 TITLE
 COMPANY.....
 ADDRESS.....

 TEL:.....
 E-MAIL:.....

BOOK I – BEST VALUE

INVITATION FOR BIDS

IFB-CO-115759-DAMS-WCM

**DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM
(DAMS-WCM)**



Book I

BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1 Purpose

- 1.1.1 The purpose of this Invitation for Bids (IFB) is to procure DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM (DAMS-WCM).
- 1.1.2 All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

1.2 Scope of Work

- 1.2.1 NATO Headquarters' Public Diplomacy Division (PDD) is undergoing a transformation program to improve the communication infrastructure of the alliance. The Contract Scope is to replace the current Digital Asset and the Web Content Management Systems by a single fit-for-purpose Content Management System. This service will support improved NATO multimedia asset lifecycle processes by providing optimized privileges and workflow management, optimize the access to public NATO multimedia assets of the media and the general public by improved discoverability and presentation of content and increase retrieval and availability of NATO multimedia assets by other NATO bodies.

1.2.2 Overview of the Prospective Contract

- 1.2.2.1 The Prospective Contract (Book II) requires the successful Bidder to perform the requirements as described in this IFB. The successful Bidder shall perform all activities required per Book II, Part IV (SOW) and its annexes and shall deliver the associated deliverables per Book II, Part I (Schedule of Supplies and Services (SSS)).
- 1.2.3 The contract resulting from this IFB shall be awarded to the best valued Bidder on a Firm-Fixed-Price basis for the base period (2023-2028) and subject to Economic Price Adjustment (EPA) for the optional years (2029-2031).
- 1.2.4 The Prospective Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.3 Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1 This IFB is issued in accordance with the BC procedures BC-D(2018)0004-FINAL, dated 16 January 2018.
- 1.3.2 Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see paragraph 2.1.1.8) for which a Declaration of Eligibility has been issued by their respective national authorities.

1.4 Best Value Evaluation Method

- 1.4.1 The evaluation method to be used in the selection of the successful Bidder under this IFB will follow the BC-D(2018)0004-FINAL, dated 16 January 2018.
- 1.4.2 The Bid evaluation criteria and the detailed evaluation procedures are described in section 4 of these Bidding Instructions.

1.4.3 The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.7 "IFB Clarification Requests".

1.5 Security

1.5.1 This IFB only contains NATO UNCLASSIFIED material.

1.5.2 The proposed technical personnel will be required to possess a security clearance of NATO RESTRICTED for the performance of the Prospective Contract.

1.5.3 The successful Bidder may be required to handle and store classified material to the level of NATO RESTRICTED. The successful Bidder may be required to handle and store classified information up to the level of "NATO RESTRICTED". Individuals working with "NATO RESTRICTED" information shall have a need-to-know and require a Certificate of Security Obligation (CSO) or a Request for Visit (RFV), depending on the national laws of the NATO country they are situated in. Should a Contractor be unable to perform the Contract due to the fact that the CSO or RFV cannot be provided, this cannot be the basis for a claim of adjustment or an extension of schedule, nor is it considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser. The successful Bidder shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the successful Bidder be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance shall not be (i) the basis for a claim of adjustment or an extension of schedule, or

(ii) considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.

1.5.4 Bidders are advised that Contract signature will not be delayed in order to allow the processing of NATO RESTRICTED security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within 30 calendar days due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's offer to be non-compliant and offer the Contract to the Bidder next-in-rank. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee, if any.

1.5.5 Some NATO Nations, as identified in the table below and as mandated by their national laws and regulations, require a Facility Security Clearance (FSC) and Personnel Security Clearance (PSC) for contractors/sub-contractors under their jurisdiction, for access to NATO RESTRICTED information.

MEMBER NATION	FSC		Notification of contract/subcontract involving NR information to NSA/DSA		PSC	
	YES	NO	YES	NO	YES	NO
Albania		X	X			X
Belgium		X		X		X
Bulgaria		X		X		X
Canada	X		X		X	
Croatia		X	X			X

Czech Republic		X		X		X
Denmark	X		X		X	
Estonia	X		X			X
France		X		X		X
Germany		X		X		X
Greece		X		X		X
Hungary		X		X		X
Iceland		X		X		X
Italy		X		X		X
Latvia		X		X		X
Lithuania		X		X ²		X
Luxembourg	X			X	X	
Netherlands	X ¹		X ²			X
Norway		X	X			X
Poland		X		X		X
Portugal		X		X		X
Romania		X	X			X
Slovakia	X		X			X
Slovenia	X		X			X
Spain		X	X			X
Türkiye	X				X	
United Kingdom		X		X		X
United States	X			X		X

¹For military-related contract only

²National Security Authority/Designated Security Authority however requests notification by NATO contracting authorities

1.6 Documentation

1.6.1 All documentation – including the IFB itself, all applicable documents and any reference documents provided by the Purchaser – are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and it is understood that the Purchaser used its best effort to warrant the quality and accuracy of the provided reference documents.

1.6.2 Statement of Work Applicable Documents

1.6.2.1 Bidders neither require physical access to the documents listed in the “Applicable Documents” section of the SOW in order to make their offers compliant, nor shall the Purchaser make these documents available, as all pertinent information relevant for bidding have been retrieved and made a part of this IFB.

END OF SECTION 1

SECTION 2 GENERAL BIDDING INFORMATION

2.1 Definitions

2.1.1 In addition to the definitions and acronyms set forth in Article 1 of Part II of the Prospective Contract and the definitions and acronyms set forth in Article 2 of the NCI Agency Contract General Provisions (Part III), the following terms and acronyms, as used in this IFB shall have the meanings specified below:

2.1.1.1 **“Bid”** or **“Quotation”**: a binding offer to perform the work specified in the Prospective Contract (Book II).

2.1.1.2 **“Bidder”** or **“Offeror”**: a firm, consortium, or joint venture, which submits an offer in response to this IFB. Bidders/Offerors are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements, a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, partnership or corporation, herein referred to as the “Principal Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The Principal Contractor shall be vested with full power and authority to act on behalf of all members of the consortium within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the Principal Contractor shall be enclosed and sent with the Bid. Failure to furnish proof of authority may be a reason for the Bid being declared non-compliant.

2.1.1.3 **“Compliance”**: strict conformity to the requirements and standards specified in this IFB.

2.1.1.4 **“Contractor”**: the awardee(s) of this IFB, which shall be responsible for the fulfilment of the requirements established in the Contract.

2.1.1.5 **“Clarification Request”**: a documented process to provide given information in a more detailed way to allow better understanding and resolve any ambiguity. Bidders may submit Clarification Requests to the Purchaser during the bidding process in accordance with the instructions set out in paragraph 2.7. The Purchaser may submit Clarification Requests to the Bidder at any time during the evaluation, as set out in paragraph 4.1.4.

2.1.1.6 **“Declaration of Eligibility”**: is a document issued by the Bidders’ national authorities signifying that the firm is technically, financially and professionally capable of undertaking a project of the scope envisaged in the IFB.

2.1.1.7 **“Firm of a Participating Country”**: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.

2.1.1.8 **“Participating Country”**: any of the [31] NATO nations contributing to the project, namely, (in alphabetical order): [Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, The Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Republic of Türkiye, The United Kingdom, and The United States].

2.1.1.9 “Purchaser”: The Purchaser is defined as the NCI Agency or its legal successor.

2.2 Eligibility and Origin of Equipment and Services

2.2.1 As stated in paragraph 1.3.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.

2.2.2 In addition, all Contractors, subcontractors and manufacturers, at any tier, must be from Participating Countries.

2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

2.2.4 No materials 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.

2.2.5 Unless otherwise authorized by the terms of the Prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3 Bid Delivery and Bid Closing

2.3.1 The closing time for the electronic submission of Bids in response to this IFB is Monday, August 21, 2023, **14:00 hours Central European Time (CET)**.

2.3.2 Bids shall be submitted to the following email address:
IFBCO115759DAMSWCM@ncia.nato.int

2.4 Late Bids

2.4.1 Any Bid received at the Purchaser email address after the exact date and time indicated in paragraph 2.3.1 is “late” and may not be eligible for award.

2.4.2 Bids submitted electronically may be considered late unless the Bidder is able to show that it completed the entire transmission of the Bid before the closing date and time indicated in paragraph 2.3.1.

2.4.3 Consideration of Late Bid

2.4.3.1 The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified closing date and time. A late Bid will only be considered for award under the following circumstances:

- (i) A contract has not already been awarded pursuant to this IFB;
- (ii) The Bid was sent to the correct email address specified in paragraph 2.3.2 above; and
- (iii) The delay was due solely to the fault of the Purchaser.

2.4.4 Receipt of an Unreadable Electronic Bid

2.4.4.1 If a Bid sent to the Purchaser is unreadable to the degree that conformance to the essential requirements of the IFB cannot be ascertained, or due to electronic files that are encrypted or which contain passwords (contrary to the instructions in paragraph 3.3.3 below), the Point of Contact indicated in paragraph 2.6.1 below shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

- (i) of the content of the Bid as originally submitted; and
- (ii) that the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4.4.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

2.4.4.3 If it is discovered, during either the administrative, price or technical evaluation, that the Bidder has submitted an unreadable electronic Bid, the Bidder may be determined to have submitted a non-compliant Bid.

2.5 Requests for Extension of Bid Closing Date

2.5.1 The Bidder is informed that requests for extension to the Bid Closing Date for this IFB shall be submitted to the Point of Contact indicated in paragraph 2.6.1 below under the following condition:

- (i) only through the delegation of the country of origin of the firm which has been invited to Bid or by that country's embassy, and
- (ii) no later than fourteen (14) calendar days prior to the established Bid Closing Date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO delegation or embassy to deliver the formal request to the Purchaser within this time limit.

2.6 Purchaser's Point of Contact

2.6.1 The Purchaser Point of Contact for all information concerning this IFB is:

Lise Vieux-Rochat – Contracting Officer

Email: IFBCO115759DAMSWCM@ncia.nato.int

2.6.2 All correspondence related to this IFB, including the actual Bid submission, shall be sent to the email address specified above.

2.7 IFB Clarification Requests

2.7.1 Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to seek clarification of any matters of an administrative, contractual, price, or technical in nature pertaining to this IFB.

2.7.2 All questions and Clarification Requests shall be submitted via email (no phone calls) to the Point of Contact identified in paragraph 2.6.1 above, using the Clarification Request Form provided at ANNEX B of this Book I.

- 2.7.3** Such questions and Clarification Requests shall be submitted **no later than fourteen (14) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Clarification Requests must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification, except as noted in paragraph 2.7.4 below.
- 2.7.4** Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's Clarification Requests. Such additional requests shall arrive no later than ten(10) calendar days before the established Bid Closing Date.
- 2.7.5** It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the Clarification Request (i.e. email or form by which the Clarification Request is forwarded).
- 2.7.6** The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.7.5 above.
- 2.7.7** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all prospective Bidders. Bidders shall immediately inform the Purchaser in the event that their submitted questions are not reflected in the answers published.
- 2.7.8** Where the extent of the changes implied by the response to a Clarification Request is of such a magnitude that the Purchaser deems it necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment in accordance with paragraph 2.9.
- 2.7.9** The Purchaser may provide for a re-wording of questions and Clarification Requests where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.7.10** The Purchaser reserves the right to reject Clarification Requests clearly devised or submitted for the purpose of artificially obtaining an extension of the solicitation time (i.e. Clarification Requests re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.7.11** The published responses issued by the Purchaser will be regarded as the authoritative interpretation of the IFB. Any amendment to the language of the IFB included in the answers will be issued as an IFB amendment and shall be incorporated by the Bidder in its submission.

2.8 Requests for Waivers and Deviations

- 2.8.1** Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB will not be considered after the Clarification Request process. Requests for alterations to the other requirements, terms or conditions of the IFB may only be considered as part of the IFB Clarification Request process set forth in paragraph 2.7.

2.8.2 Requests for alterations to the specifications, terms and conditions of the Prospective Contract, which are included in a Bid as submitted, may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9 Amendment of the IFB

2.9.1 The Purchaser may amend the IFB at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the Clarification Request process set forth in paragraph 2.7 or may be an independent action on the part of the Purchaser.

2.9.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the Bid Closing Date at its discretion and such extension will be set forth in the amendment.

2.9.3 All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at ANNEX A.2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

2.10 Cancellation of IFB

2.10.1 The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with the preparation and submission of a Bid in response to this IFB.

2.11 Modification and Withdrawal of Bids

2.11.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted Bid.

2.11.2 Modifications to Bids that arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth in paragraph 2.4 concerning "Late Bids". Except that, unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Late Bid will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the successful Bidder on the basis of the Bid submitted and disregard the late modification.

2.11.3 A Bidder may withdraw its Bid at any time prior to Bid opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide a statement of the firm's decision to withdraw the Bid, submitted to the Purchaser Point of Contact set out in Section 2.6.1.

2.11.4 Except as provided in paragraph 2.12.4.2 below, a Bidder may withdraw its Bid after Bid opening only by forfeiture of the Bid Guarantee.

2.12 Bid Validity

2.12.1 Bidders shall be bound by the term of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1.

2.12.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in ANNEX A.4. Bids offering less than this period of time, may be determined non-compliant.

2.12.3 The Purchaser will endeavour to complete the evaluation and make an award within the Bid validity period. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the Bid validity period for all Bids that remain under consideration for award.

2.12.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

2.12.4.1 accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity will be extended accordingly; or

2.12.4.2 refuse this extension of time and withdraw the Bid in which case the Purchaser will return the Bid Guarantee to the Bidder in the full amount without penalty].

2.12.5 Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.13 Bid Guarantee

2.13.1 The Bid Guarantee shall be submitted by:

(i) email: either directly by the banking institution or the Bidder to the email address specified in paragraph 3.4.1.2; and

(ii) postal mail: the original copy to the address specified in paragraph 3.4.1.3.

2.13.2 The Bidder shall furnish with its Bid, a guarantee in an amount equal to Three Hundred Thousand Euro (€300,000).

2.13.3 The Bid Guarantee shall be an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by any of the banks (used interchangeably with “financial institution”) listed on the [Bank Guarantee section](#) of the NCI Agency public website (hereafter defined as the “Acceptable Banks”) or issued by a different financial institution and confirmed by any of the Acceptable Banks. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming bank shall clearly state that it will guarantee the funds and the drawing against can be made by the NCI Agency. The Bid Guarantee shall be substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website and shall be made payable to the: Treasurer, NCI Agency.

- 2.13.4 "Standby Letter of Credit" or "SLC"** as used herein, means a written commitment by a financial institution included in the list of Acceptable Banks, either on its own behalf or as a confirmation of the SLC issued by a different bank not on the list of Acceptable Banks to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the SLC.
- 2.13.5** Bidders should note that, regardless of paragraph 12 of the Bid Guarantee-Standby Letter of Credit template provided on the [Bank Guarantee section](#) of the NCI Agency public website, it is possible to issue the SLC subject to a publication similar to the "International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce (ICC) Publication No. 590" (e.g. the Uniform Rules for Demand Guarantees ICC Publication No. 758) as long as the following basic principles remain: (1) it is a written commitment by one of the financial institutions included on the list of Acceptable Banks and (2) it includes the IFB/contract number, bank name, Bidder/contractor name, amount, expiration date, and that overall, the language of the Bid Guarantee is substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website.
- 2.13.6** Alternatively, a Bidder may elect to electronically make a cash deposit of the required Guarantee directly to the account of the NCI Agency (no cheques). The NCI Agency's bank account details will be provided separately upon request to the Point of Contact set out in Section 2.6.1.
- 2.13.7** If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid validity date occasioned by such extension.
- 2.13.8** Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for Bid the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.13.9** The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under any of the following conditions:
- 2.13.9.1** The Bidder has submitted a successful Bid, but the Bidder declines to sign the Contract or is unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required];
- 2.13.9.2** The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements within the period stated in paragraph 1.5.5.
- 2.13.10** The Bid Guarantee will be returned to Bidders as follows:
- 2.13.10.1** To non-compliant Bidders forty-five (45) calendar days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) calendar days after a final determination of non-compliance);
- 2.13.10.2** To all other unsuccessful Bidders within thirty (30) calendar days following the award of the Contract to the successful Bidder;

2.13.10.3 To the successful Bidder upon submission of the Performance Guarantee..

2.13.10.4 To Bidders who withdrew their Bid pursuant to paragraph 2.12.4.2.

2.14 Electronic Transmission of Information and Data

2.14.1 The Purchaser will communicate answers to Clarification Requests and amendments to this IFB to the prospective Bidders as soon as practicable.

2.14.2 Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14.3 Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET) not allowed.

2.15 Supplemental Agreements and Export Controlled Information

2.15.1 Bidders are required, in accordance with the certificate at ANNEX A.10 of this Book I, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.

2.15.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.

2.15.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Contract, including the schedule, to the extent that either key objectives cannot be accomplished.]

2.16 Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser

2.16.1 Bidders are instructed to review Article 7 of the Contract Special Provisions and x Article 30 of the Contract General Provisions. These Articles set forth the definitions, terms and conditions regarding the rights of the parties concerning Intellectual Property (IP) developed and/or delivered under the Prospective Contract or used as a basis of development under the Prospective Contract.

2.16.2 All Contract deliverables are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in Book II, Prospective Contract.

2.16.3 Bidders are required to disclose, in accordance with ANNEX A.14 and ANNEX A.15 of these Bidding Instructions, the Intellectual Property (IP) proposed to be used by the Bidder that will be delivered with either Background IPR or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third Party IP is made.

2.16.4 The identification of Bidders' Background and/or Third Party IP shall be limited to those

IPs associated with products and/or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.

2.16.5 Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the Book II's Prospective Contract concerning use or dissemination of such IP.

2.16.6 Bidders are informed that any restriction on use or dissemination of IP conflicting with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall render the Bid non-compliant.]

2.17 Notice to Bidders of Contract Distribution and Disclosure of Information

2.17.1 The resulting Contract may be subject to release to (i) NATO Resource Committees through the NATO Office of Resources for audit purposes (including audits carried out using third party companies (see Book II, Special Provisions Article entitled "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audit by Resource Committees", and (ii) to the customer holding a Service Level Agreement with the NCI Agency related to this requirement, upon request from that customer.

END OF SECTION 2

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1 General

- 3.1.1** Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2** Bidders shall prepare a complete Bid, which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of this IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services in accordance with the milestones therein.
- 3.1.3** The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the Bid to be non-compliant.
- 3.1.4** Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the Bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final rating.
- 3.1.5** Bids containing conditional statements on evaluated CLINs will be declared non-compliant, unless expressly allowed under this IFB.
- 3.1.6** Bidders are advised that the Purchaser reserves the right to incorporate the successful Bid's offer in whole or in part by reference in the resulting Contract.
- 3.1.7** All documentation submitted as part of the Bid shall be classified at a level not higher than "NATO UNCLASSIFIED".

3.2 Language of Bid

- 3.2.1** All notices and communications regarding this IFB shall be written and conducted in English.
- 3.2.2** All Bids shall be submitted in English.

3.3 Bid Volume Content and Marking

- 3.3.1** The complete electronic Bid shall consist of three distinct and separate volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.
 - (i)** Volume 1: Administration (paragraph 3.4)
 - (ii)** Volume 2: Technical (paragraph 3.5)
 - (iii)** Volume 3: Price (paragraph 3.6)
- 3.3.2** "Arial" fonts in size 11 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.

- 3.3.3 File Size:** Emails submitted in response to this IFB shall be less than 10 MB in size per email with no encryption or password protection to the file.
- 3.3.4 Page Limit:** The submitted Bid shall be in accordance with the page limit set out in the Bidder’s Checklist in paragraph 3.7.
- 3.3.5** The Bid shall be consolidated into as few emails as possible and sent to the email address stated in paragraph 2.6.1.
- 3.3.6** The email shall have the following subject line: Book I – Best Value Bid for *{Insert Company Name}*.
- 3.3.7** In the event the Bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.3.3, the Bidder shall add “Email 1 of 2”, “Email 2 of 2” as necessary to the subject line of the email.
- 3.3.8** “*Company Name*” – in the subject line of the email, and in the names of the individual files, the name of the Bidder shall be abbreviated to no more than 10 characters. For example, if a company’s name is “*Computer and Technology Research Company*”, the company name could be shortened to “*CTRC*” in the email and file names.
- 3.3.9 Acceptable File Formats**
- 3.3.9.1** Unless otherwise directed, files shall be submitted in Adobe PDF format.
- 3.3.9.2** The Purchaser will NOT accept hard copies of Bid, CDs, thumb drives or zip files.
- 3.3.10** The individual electronic files sent by email shall have the naming convention listed in the table below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.2.2), the Bidder shall add “Part 1 of 2”, “Part 2 of 2” as necessary to the file names. Bid

Volume 1, Administration:	Book I – Best Value -Company Name–Vol 1–Admin
	Book I – Best Value -Company Name–Vol 1–BidGuarantee]
Volume 2, Technical:	Usability
	Book I – Best Value -Company Name-Vol 2-PMP
	Book I – Best Value -Company Name-Vol 2-RTM
	Book I – Best Value -Company Name-Vol 2-TP
	Engineering
	Book I – Best Value -Company Name-Vol 2-BQ
	Book I – Best Value -Company Name-Vol 2-SDS
	Book I – Best Value -Company Name-Vol 2-SDP
	Book I – Best Value -Company Name-Vol 2-STA
	Book I – Best Value -Company Name-Vol 2-PMTP
	Book I – Best Value -Company Name-Vol 2-PMS
	Security
	Book I – Best Value-Company Name-Vol 2-D38
	Book I – Best Value-Company Name-Vol 2-D32
	Book I – Best Value-Company Name-Vol 2-FBS
Volume 3, Price:	Book I – Best Value-Company Name–Vol 3–Price

	Book I – Best Value-Company Name-Vol 3-OfferSum
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3.4 Volume 1: Administration

3.4.1 Quantity:

3.4.1.1 One (1) merged PDF file containing all of the Certificates specified in paragraph 3.7.1.1, signed in the original or electronically by an authorized representative of the Bidder. No alternative versions of certificates will be recognised and may lead to non-compliance;

3.4.1.2 One electronic (1) PDF file of the Bid Guarantee submitted to: NCIABankGuarantee@ncia.nato.int, cc to IFBCO115759DAMSWCM@ncia.nato.int

3.4.1.3 Failure to comply with paragraph 3.4.1.2 may be cause for the Bid to be determined non-compliant.]

3.4.2 No information disclosing or contributing to disclose the Bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

3.5 Volume 2: Technical

3.5.1 Quantity:

3.5.1.1 One (1) merged PDF file containing all the documents / One (1) PDF file per requested line item as] specified in paragraph 3.7.1.2;

3.5.2 No information disclosing or contributing to disclose the Bid Price shall be made part of Volume 2 (Technical). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

3.5.3 It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all annexes) and all the Bidding Instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met. A simple copy/paste of the requirements from the IFB into a Bid will not be constitute sufficient grounds of compliance and may lead to a determination of non-compliance.

3.5.4 Volume 2 (Technical) shall include:

3.5.4.1 **Table of Contents:** which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Volume 2 (Technical). This is not included as part of the page limit count.

3.5.4.2 **Executive Summary:** Bidders shall provide an overview of the salient features of their Volume 2 (Technical) in the form of an executive summary. An executive summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed 1 page.

3.5.5 Part 1: Usability

3.5.5.1 All areas of Part 1 (Usability) shall comprehensively demonstrate usability of the proposed solution.

3.5.5.2 Part 1 (Usability) shall include:

3.5.5.2.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Bidding Instructions or implicit in the organisation of Part 1 (Engineering).

3.5.5.2.2 **Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 1 and in accordance with the Statement of Work.

3.5.6.1 Part 2 (Engineering) shall include:

3.5.6.1.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 2 (Engineering).

3.5.6.1.2 **Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 2 and in accordance with the Statement of Work.

3.5.7 Part 3: Security

3.5.7.1 All areas of Part 3 (Security) shall comprehensively demonstrate feasibility and reasonableness of the proposed solution.

3.5.7.2 Part 3 (Security) shall include:

3.5.7.2.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 3 (Security).

3.5.7.2.2 **Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 3 and in accordance with the Statement of Work.

3.6 Volume 3: Price

3.6.1 Introduction

3.6.1.1 Bid pricing requirements as addressed in this section 3.6 are mandatory. Failure to abide to these Bid pricing requirements may lead to the Bid being declared non-compliant and not being taken into consideration for award.

3.6.1.2 No alteration of the Bidding Sheet - including, but not limited to quantity indications, descriptions, titles or pre-populated not-to-exceed amounts - are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheet file.

3.6.1.3 Additional price columns may be added if multiple currencies are used, including extra provisions for all totals.

3.6.2 Quantity

3.6.2.1 One (1) completed MS Excel (native) file of the Bidding Sheet document. This MS Excel file shall be duly completed, shall be able to be manipulated (i.e. not an image), and shall be the full and complete Volume 3 (Price).

3.6.2.2 One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.

3.6.3 General Rules

3.6.3.1 Bidders are required, in preparing their Volume 3 (Price), to utilise the electronic files provided as part of this IFB and referenced in paragraph 3.6.2.

3.6.3.2 This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the Bid pricing. These instructions are mandatory.

3.6.3.3 All metrics (e.g. cost associated with labour) will be assumed to be standard or normalised to 7.6 hours/day, for a five-day workweek at NATO and national sites and Contractor facilities.

3.6.3.4 Should the apparent successful Bid be in currency other than Euro, the award of the Contract will be made in the currency or currencies of the Bid.

3.6.3.5 Bidders are advised to insert formulae, designed to ease evaluation of their Bid, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae used in electronic copies of the Bidding Sheets.

3.6.3.6 Bidders are responsible for the accuracy of their price. The Volume 3 (Price) that has apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

3.6.3.7 If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through the IFB Clarification Request process described in section 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.

3.6.3.8 The total price of the Bidder shall not exceed the financial ceiling stated below in paragraph 3.6.3.9. Bidders submitted in excess of this ceiling may be determined to be non-compliant and eliminated from further consideration.

3.6.3.9 Bidders are advised that the total price shall not exceed a ceiling of € 7,600,000 for the base contract (2023-2028). The structure of the Bidding Sheets shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each contract line item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW.

- 3.6.3.10** With the exception of any pre-populated not-to-exceed amounts, Bidders shall furnish Firm-Fixed Price for all required items in accordance with the format set forth in the instructions for preparation of the Bidding Sheets. This includes Firm-Fixed-Prices for all optional CLINs, if any.
- 3.6.3.11** Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.
- 3.6.3.12** Bidders shall quote in their own national currency or in EURO. Bidders may also submit Bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.6.3.12.1** The currency is of a Participating Country in the project, as defined in paragraph 2.1.1.8, and
- 3.6.3.12.2** The Bidder can demonstrate, either through subcontract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value shall be listed in ANNEX A.13, List of Prospective Subcontractors, with the breakdown of the value reflected in the Bidding Sheet.
- 3.6.3.13** The Purchaser, by virtue of its status under the terms of Article IX and X of the [Ottawa Agreement](#), is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. Bidders shall acknowledge such exemption through execution of the Certificate at ANNEX A.6.
- 3.6.3.13.1** Following contract award, the successful Bidder agrees to verify prior to issuance of any invoice and in consultation with the Purchaser, whether in the nation where the VAT would be due, the Purchaser is exempt from VAT at source or is entitled to claim reimbursement of VAT. Where the Purchaser is exempt from VAT at source, the Bidder shall exclude VAT from the invoice. Outside of this, the successful Bidder will cooperate with the Purchaser to provide all necessary documentation to ensure Purchaser obtains the VAT exemption.
- 3.6.3.14** Unless otherwise specified in the instructions for the preparation of Bidding Sheets, all prices quoted in the Bid shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International [Chamber of Commerce INCOTERMS® 2020](#).
- 3.6.3.15** The Bidder’s attention is directed to the fact that the Volume 3 (Price) shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.7 Bidder’s Checklist

- 3.7.1** The tables below provide an overview of all items to be delivered by the Bidder as part of this Bid. Bidders are invited to use these tables to verify the completeness of their Bid.

3.7.1.1 Volume 1: Administration

#	Item	Quantity and Format	Requirements and Evaluation Criteria (IFB Reference)		
1	ANNEX A.1 Certificate of Legal Name of Bidder	1 (merged) PDF file containing documents #1 to #16	Section 4.4		
2	ANNEX A.2: Acknowledgement of Receipt of IFB Amendments (if applicable)				
3	ANNEX A.3: Certificate of Independent Determination				
4	ANNEX A.4: Certificate of Bid Validity				
5	ANNEX A.5: Certificate of Price Ceiling				
6	ANNEX A.6: Certificate of Acknowledgement of Purchaser Exemption from Taxes, Duties, and Charges				
7	ANNEX A.7: Certificate of Origin of Equipment, Services and Intellectual Property				
8	ANNEX A.8: Comprehension and Acceptance of Contract General and Special Provisions				
9	ANNEX A.9: Disclosure of Involvement of Former NCI Agency Employment				
	ANNEX A.9a: Excerpt of NCI Agency AD. 05.00, Code of Conduct <i>Please note this excerpt is for information only and does not need to be signed or submitted.</i>				
10	ANNEX A.10: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements				
11	ANNEX A.11: Certificate of AQAP 2110 or ISO-9001:2015 Compliance. (The Bidder shall attach a copy of such certificate to Volume 1).				
12	ANNEX A.12: List of Proposed Key Personnel				
13	ANNEX A.13: List of Prospective Subcontractors/Consortium Members				
14	ANNEX A.14: Bidder Background IPR				
15	ANNEX A.15: Subcontractor and Third Party IPR				

16	Bid Guarantee – Standby Letter of Credit] <i>Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.</i>	1 PDF file + 1 original (paper) copy	Section 3.4.1.2.
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3.7.1.2 Volume 2: Technical

#	Item	Quantity and Format	Maximum Page Limit	Requirements and Evaluation Criteria (IFB Reference)
1	Executive Summary	1 PDF file	1	
2	Table of Contents		No page limit	
3	Part 1: Usability	-	60	
	a. Table of Contents	1 PDF file	No page limit	
	b. Draft Project Management Plan (PMP)	1 PDF file	20	4.4.1
	c. Draft Requirement Traceability Matrix (RTM)	1 PDF file	20	4.4.6
	d. Draft Training Plan (TP)	1 PDF file	20	4.4.9
4	Part 2: Engineering		100	
	a. Table of Contents	1 PDF file	No page limit	
	b. Bidder Qualifications	1 PDF file	No page limit	
	c. Draft System Design Specification (SDS)	1 PDF file	20	4.4.7
	d. Draft Service Delivery Plan (SDP)	1 PDF file	20	4.4.3
	e. Draft Stress Test Approach (STA)	1 PDF file	20	5.5
	f. Draft Project Master Test Plan (PMTTP)	1 PDF file	20	11.2.1
	g. Draft Project Management Schedule (PMS)	1 PDF file	20	4.4.2
5	Part 3: Security		20	
	a. Table of Contents	1 PDF file	No page limit	
	b. AC322-D(2019)0038 CIS Security	1 XLSX	No page limit	Annex F

	Technical Implementation Directive Web Applications-Compliance Matrix	file		
	c. AC322-D(2021)0032 Directive for the Protection of NATO Information within Public Cloud-Based CIS-Compliance Matrix	1 XLSX file	No page limit	Annex G
	d. Draft Fall-back Solution Description (FBS)	1 PDF file	20	A.1.5.

3.7.1.3 Volume 3: Price

#	Item	Quantity and Format	Requirements and Evaluation Criteria (IFB Reference)
1	Bidding Sheets (i.e. "Book I – Best Value_Book I-Bidding Sheets.xlsx")	1 completed MS Excel file	Section 4.6
2	Offer Summary sheet (i.e. Tab 1) of the Bidding Sheets	1 PDF file	

END OF SECTION 3

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1 General

- 4.1.1** The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements in this IFB.
- 4.1.2** The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid or included only by reference. Bidders are therefore invited not to include documents by reference, as those will not be taken into account.
- 4.1.3** To ensure that sufficient information is available, the Bidder shall furnish with its Bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.4** The Purchaser, at its own discretion, reserves the right to request clarifications of the Bid at any time during the evaluation and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the Bid. Receiving such Clarification Request(s) shall by no means construe an impending award. The sole purpose of such Clarification Requests will be to resolve ambiguities in the Bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Clarification Request stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of its Bid at any time.
- 4.1.5** The Bidder's prompt response to the Purchaser's Clarification Requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.6** The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed key personnel. Physical inspections and interviews shall also apply to assertions in the Bid made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to its own or subcontractors' facilities and personnel.
- 4.1.7** The evaluation will be conducted in accordance with NATO BC Procedures as set forth in BC-D(2018)004-FINAL dated 29 January 2018..

4.2 Best Value Award Approach and Bid Evaluation Factors

- 4.2.1** The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the best value to NATO, as evaluated by the Purchaser in compliance

with the requirements of this IFB and according to the evaluation method specified in this section.

4.2.2 The top level criteria are [60]% Technical and [40]% Price.

4.2.3 Technical Scoring (TS)

4.2.3.1 The 2nd level criteria for the technical evaluation are:

4.2.3.1.1 Usability (U): [50]% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in paragraph 4.5.2.

4.2.3.1.2 Engineering (E): [25]% weight, based on the criteria listed in order of descending importance in paragraph 4.5.3.

4.2.3.1.3 Security (S): [25]% weight, based on the criteria listed in order of descending importance in paragraph 4.5.4.

4.2.3.2 The Technical Score will be calculated using the following formula:

4.2.3.2.1 $TS = ([50]\% * Usability\ Score) + ([25]\% * Engineering\ Score) + ([25]\% * Security\ Score)$

4.2.4 Price Scoring (PS)

4.2.4.1 The PS will be calculated using the following formula:

4.2.4.1.1 $PS = 100 * (1 - (Bid\ Price / (2 * Average\ Bid\ Price)))$

4.2.4.2 The “Bid Price” and the “Average Bid Price” will be calculated based on the sum of the proposed prices as defined in paragraph 4.6.3.2.

4.2.4.3 Only those Bids evaluated as compliant in the administrative and technical evaluations will be used in the calculation of the price score. Therefore, the price scores cannot be calculated until after the technical evaluation is complete.

4.2.4.4 Bidders shall note that any Bid in excess of the stated ceiling price set forth in paragraph 3.6.3.9 may not be scored as the Bid may be determined to be non-compliant.

4.2.5 Best Value Final Scoring

4.2.5.1 The Best Value Final Score (FS) will be the sum of the weighted Technical Score (TS) and weighted Price Score (PS), according to the following formula:

4.2.5.1.1 $FS = (TS * [60]\%) + (PS * [40]\%)$

4.2.5.2 The maximum possible Best Value FS is 100. The Bid with the highest FS will be recommended to be the apparent successful Bidder.

4.2.6 A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the technical evaluation. This weighting scheme has been password protected and is not known to any of the Purchaser staff beyond the originator and the Chairperson of the Contracts Award Board. The weighting scheme remains sealed until

Step 4 of the evaluation process described in paragraph 4.7 is reached.

4.3 Evaluation Procedure

4.3.1 The evaluation will be done in a four-step process, as described below:

4.3.1.1 Step 1: Administrative Compliance

4.3.1.1.1 Bids received will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

4.3.1.2 Step 2: Technical Evaluation

4.3.1.2.1 Volume 2 (Technical) will be evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.3 above), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.

4.3.1.2.2 Bidders are advised that any Bid of which Volume 2 (Technical) scores less than 20% of the total unweighted raw score possible in any of the sub-criteria listed in paragraph 4.5 may be determined non-compliant by the Purchaser and not considered for further evaluation.

4.3.1.3 Step 3: Price Evaluation

4.3.1.3.1 Volume 3 (Price) will be opened and evaluated in accordance with paragraph 4.6.

4.3.1.4 Step 4: Determination of Apparent Successful Bidder

4.3.1.4.1 Upon completion of the technical and price evaluations, the scores of the Bids considered to be technically compliant will be calculated. The apparent successful Bid will be determined in accordance with paragraph 4.7.

4.4 Evaluation Step 1: Administrative Compliance

4.4.1 Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of Volume 1 (Administration). The evaluation of Volume 1 (Administration) will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a Bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

4.4.1.1 The Bid was received by the Bid Closing Date and Time stated in paragraph 2.3.1;

4.4.1.2 The Bid is composed and marked properly as stated in paragraph 3.3;

4.4.1.3 Volume 1 (Administration) contains the documentation listed in paragraph 3.7.1.1 and complies with the formal requirements established in paragraph 3.3;

4.4.1.4 The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned its Bid on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

4.4.2 Receipt of an unreadable electronic Bid

4.4.2.1 If a Bid received by email is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Point of Contract in paragraph 2.6.1 shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

- (i) Of the content of the Bid as originally submitted; and,
- (ii) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

4.4.3 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.4.4 Bids that are determined to be administratively compliant will proceed to Evaluation Step 2, Technical Evaluation.

4.4.5 Notwithstanding paragraph 4.4.4, if it is later discovered during the administrative, technical or price evaluation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Bid on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid at the time of discovery.

4.5 Evaluation Step 2: Technical Evaluation

4.5.1 Volume 2 (Technical) will be evaluated against the criteria set forth in this section. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published in this IFB but are predetermined and included in the Technical Evaluation Weighting Scheme, which is sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the evaluation and rating of Volume 2 (Technical).

4.5.2 Part 1: Usability

4.5.2.1 The criteria used to evaluate Part 1, Usability are listed in descending order of importance.

4.5.2.2 Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.2.3 The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.2.4 Solution Demo (SD)

The Bidder shall provide a demo of their solution that is tailored to the scenario described in Annex E of Book II, Part IV, Statement of Work (SOW). This demo shall showcase the capabilities of the solution and the way that the contractor intends to configure the solution. The aim of the demo is for the Purchaser to assess the usability of the system.

- The demo shall take place in-person at NATO Headquarters in Brussels, Belgium.

- Two possible timeslots will be presented to the Bidder between 2 and 6 weeks after the bid closure date.
- If the Bidder is not able to plan the demo in one of the two slots provided or is unable to provide a demo, the Bid may be declared non-compliant and may not be evaluated further by the Purchaser..
- The demo shall take no longer than 90 minutes after which there will be a 30-minute free-form session where the Purchaser can ask clarifying questions.
- A meeting room with large screen and Internet connectivity will be available for this demo, any other demo equipment shall be provided by the Bidder.
- Any cost (including travel) associated with the demo shall be carried by the Bidder.

4.5.2.4.1 The Bidder provided a demo that displayed the usability of the Solution to the Purchaser using the scenario described in Annex E of Book II, Part IV, Statement of Work (SOW) as the scenario for this demo.

4.5.2.4.2 The Bidder provided a demonstration on the way their Solution satisfies the functional requirements marked (SHALL) in Section 4 and Section 13 of Book II, Part IV, SOW

4.5.2.4.3 **Draft Project Management Plan (PMP)**

4.5.2.5.2 The Bidder submitted a draft PMP and used paragraph 4.4.1 of Book II, Part IV, Statement of Work (SOW) as the structure in submitting this draft PMP.

4.5.2.5.3 The draft PMP describes how the totality of the project as specified in the SOW will be implemented successfully with a realistic expectation of NATO staff involvement.

4.5.2.6 **Draft Requirements Traceability Matrix (RTM)**

4.5.2.6.2 The Bidder submitted a draft RTM and used paragraph 4.4.6. of Book II, Part IV, SOW as the structure in submitting this draft RTM.

4.5.2.6.3 The draft RTM described how their solution will satisfy each of the functional requirements marked (SHALL) in Section 4 and Section 13 of Book II, Part IV, SOW.

4.5.2.7 **Draft Training Plan (TP)**

4.5.2.7.2 The Bidder submitted a draft TP and used paragraph 4.4.9. of Book II, Part IV, SOW as the structure in submitting this draft TP.

4.5.2.7.3 The draft TP described an effective and realistic training approach that will lead to qualified User staff.

4.5.2.7.4 The draft TP described a realistic planning in the TP that aligns with the project schedule.

4.5.3 **Part 2: Engineering**

4.5.3.1 The criteria used to evaluate Part 2, Engineering are listed in descending order of importance.

- 4.5.3.2** Within those criteria, all of the sub-criteria are also listed in order of descending importance.
- 4.5.3.3** The criteria of high importance will have higher weighting factors than the criteria of lower importance.
- 4.5.3.4 Bidder Qualifications**
- 4.5.3.4.1** The Bidder described and demonstrated prior experience in successfully implementing and configuring the CMS solution in a non-commercial multi-national or national organization with similar size as NATO.
- 4.5.3.5 Draft System Design Specification (SDS)**
- 4.5.3.5.1** The Bidder submitted a draft SDS and used paragraph 4.4.7. of Book II, Part IV, SOW as the structure in submitting this draft SDS.
- 4.5.3.5.2** The draft SDS described a technically feasible solution that limits the implementation risk of the project.
- 4.5.3.5.3** The draft SDS described how the Solution will successfully integrate with the Purchaser's Security Information and Event Management System (SIEM) and Edge Security Solution.
- 4.5.3.5.4** The draft SDS described how the Solution will provide the SAW as described in A.1.2. of the of Book II, Part IV, SOW.
- 4.5.3.6 Draft Service Delivery Plan (SDP)**
- 4.5.3.6.1** The Bidder submitted a draft SDP and used paragraph 4.4.3. of the of Book II, Part IV, SOW as the structure in submitting this draft SDP. The draft SDP described the approach to Service Delivery that realistically provides the requirements marked as (SHALL) as described in the SLA (Annex B of the of Book II, Part IV, SOW).
- 4.5.3.6.3** The draft SDP described the how the requirements marked as (SHALL) as described in the SLA (Annex B of the of Book II, Part IV, SOW) will be measured and reported to the Purchaser.
- 4.5.3.7 Draft Stress-Test Approach (STA)**
- 4.5.3.7.1** The Bidder submitted a draft STA and used paragraph 5.5. of the of Book II, Part IV, SOW as the requirement for this draft STA.
- 4.5.3.7.2** The draft STA described a realistic approach to provisioning a static website with the history of the nato.int website that meets the requirements marked (SHALL) as described in 5.5. of the of Book II, Part IV.
- 4.5.3.8 Draft Project Master Test Plan (PMTP)**
- 4.5.3.8.1** The Bidder submitted a draft PMTP and used paragraph 11.2.1. of the of Book II, Part IV, SOW as the requirement for this draft PMTP.
- 4.5.3.8.2** The draft PMTP describes how the Solution will be tested in order to verify adherence to the requirements marked (SHALL) in the Book II, Part IV, SOW.

4.5.3.9 Draft Project Management Schedule (PMS)

- 4.5.3.9.1 The Bidder submitted a draft PMS and used paragraph 4.4.2. of the of Book II, Part IV, SOW as the structure in submitting this draft PMS.
- 4.5.3.9.2 The Bidder provided a realistic planning for the Solution Provisioning phase of the project and took the dependencies described in the SOW into consideration.
- 4.5.3.9.3 The Bidder provided a realistic planning for the completion and approval of the Security Accreditation Documentation Set (ADS)

4.5.4 Part 3: Security

- 4.5.4.1 The criteria used to evaluate Part 3, Security are listed in descending order of importance.
- 4.5.4.2 Within those criteria, all of the sub-criteria are also listed in order of descending importance.
- 4.5.4.3 The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.4.4 D38 Compliance Matrix

- 4.5.4.4.1 The Bidder submitted the D38 Compliance Matrix and populated all required fields.
- 4.5.4.4.2 The D38 Compliance Matrix indicates that all applicable requirements in CIS Security Technical and Implementation Directive for the Security of Web Applications (reference [AC/322-D(2019)0038 (INV)]) shall be satisfied

4.5.4.5 D32 Compliance Matrix

- 4.5.4.5.1 The Bidder submitted the D32 Compliance Matrix and populated all required fields.
- 4.5.4.5.2 The D38 Compliance Matrix indicates that all applicable requirements in the CIS Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems (reference [AC/322-D(2021)0032]) shall be satisfied

4.5.4.6 Draft Fall-back Solution Description (FSD)

- 4.5.4.6.1 The Bidder submitted a draft FSD and used paragraphs A 1.5. of the of Book II, Part IV, SOW as the structure in submitting this draft FSD.
- 4.5.4.6.2 The draft FSD described a solution that will satisfy the requirements as described in A 1.5. of the of Book II, Part IV, SOW.

4.6 Evaluation Step 3: Price Evaluation

- 4.6.1 The Bidder's Volume 3 (Price) will be assessed for compliance against the following

standards, and to determine that the proposed price is fair and reasonable:

- 4.6.1.1 The total amount of the Bid (base contract 2023-2028) shall not exceed the ceiling in paragraph 3.6.3.9.
- 4.6.1.2 The price meets the requirements for preparation and submission of Volume 3 (Price) set forth in the Bid Preparation Instructions (section 3).
- 4.6.1.3 Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
- 4.6.1.4 Volume 3 (Price) meets requirements for price realism as described below in paragraph 0.
- 4.6.2 A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.6.3 Basis of Price Comparison

- 4.6.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.6.3.2 The evaluated Bid price to be inserted into the formula specified at paragraph 4.2.4.1 will be derived as follows:
 - 4.6.3.2.1 The sum of the Firm Fixed Prices proposed for CLINs 1-3 as detailed below:

CLIN Number	CLIN Name
Base Contract	
1.0	Work Package 1 PROVISIONING OF THE SOLUTION
2.0	Work Package 2 SERVICE DELIVERY YEAR UNTIL END 2028
Options-Evaluated	
3.0	ADDITIONAL CONTRACTOR SUPPORT

4.6.4 Accuracy – Order of Precedence

- 4.6.4.1 Bidders are responsible for the accuracy of their price bid. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the Clarification Request process described at paragraph 4.1.4, for the purpose of determining the bid price subject to evaluation, the price in the ‘Offer Summary’ worksheet of the bidding sheets will be given precedence.

4.6.5 Price Realism

- 4.6.5.1.1** In the event that the successful Bidder has submitted a Price Volume that is less than two thirds of the average of remaining compliant Bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the Bid and will inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both the Purchaser and their national delegation on the basis of one of the following reasons:
- 4.6.5.1.2** An error was made in the preparation of Volume 3 (Price). The Bidder must document the nature of the error and show background documentation regarding the preparation of Volume 3 (Price) that convincingly demonstrates that an error was made by the Bidder. In such a case, the Bidder may request to remain in the competition and accept the Contract at the bid price, or to withdraw from the competition;
- 4.6.5.1.3** The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce the costs of Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the Technical Volume offered and convincingly and objectively describe the competitive advantage and the savings achieved by this advantage over standard market costs, practices and technology; The Bidder understands that the submitted Volume 3 (Price) is unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.5.2** If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the Bid non-compliant and the Bidder will be so notified.
- 4.6.5.3** If the Purchaser accepts the Bidder's explanation of mistake and allows the Bidder to accept the Contract at the bid price or the explanation regarding competitive advantage is convincing, the Bidder shall agree that the supporting pricing data submitted with its Bid will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications or additions to the Contract and that no revisions of proposed prices will be made.
- 4.6.6** Once the offered prices as described in paragraph 4.6.3.2 have been calculated and checked, the formula set forth in paragraph 4.2.4.1 will be applied to derive the Price Score of each Bid.

4.7 Evaluation Step 4: Calculation of Best Value Scores

- 4.7.1** Upon conclusion and approval of the technical evaluation and price evaluation results, the pre-determined weighting scheme for the technical evaluation will be unsealed and the scores for the engineering, management and supportability factors will be calculated for each compliant Bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each Bid.
- 4.7.2** The highest scored Bid will be recommended as the apparent successful Bid.
- 4.7.3** A statistical tie is deemed to exist when the final scores of the highest scoring Bids are within one point (1.0) of each other. For example, final scores of 67.30 and 68.30 are

within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a statistical tie. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.

- 4.7.4** Prior to confirmation of award, the Purchaser may invite the Bidder with the apparent successful Bid to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the IFB documents, any remaining topics and results in the preparation of the final contractual documents.
- 4.7.5** Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final Bid compliance will be noted.
- 4.7.6** The Purchaser will deliver the final set of contractual documents to the Bidder for their signature.

END OF SECTION 4



ANNEX A

Prescribed Administrative Forms and Certificates

The Administrative Forms and Certificates are provided separately as a fillable PDF form.



ANNEX B

Clarification Request Form

The Clarification Request Form is provided separately as an Excel Workbook.

NATO UNCLASSIFIED



IFB-CO-115759-DAMS-WCM

**Digital Asset Management System (DAMS)/
Web Content Management (WCM) Replacement**

BOOK II PART II

CONTRACT SPECIAL PROVISIONS

NATO UNCLASSIFIED

**CONTRACT SPECIAL PROVISIONS
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ANNEX A: NCI AGENCY NON-DISCLOSURE DECLARATION 28

ARTICLE 1 ORDER OF PRECEDENCE

- 1.1 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 – NCI Agency General Provisions
 - e. Part IV – The Statement of Work
 - f. The Contractor’s Bid including any clarifications thereto, incorporated by reference, and the formal documentation of pre-Contract discussions agreed by both parties.

ARTICLE 2 DISPOSITION OF CHANGES TO THE CONTRACT GENERAL PROVISIONS

- 2.1 Article 7 “Firm Fixed Price Contract” of the Contract General Provisions is replaced by Article 4 “Contract Type” of the Special Provisions.
- 2.2 Article 8 “Performance Guarantee” of the Contract General Provisions is supplemented by Article 27 “Performance Guarantee” of the Special Provisions
- 2.3 Article 9 “Participating Countries” of the Contract General Provisions is supplemented by Article 9 “Participating Countries” of the Special Provisions.
- 2.4 Article 10 “Sub-Contracts” of the Contract General Provisions is supplemented by Article 17 “Sub-Contractors” of the Special Provisions.
- 2.5 Article 30 “Intellectual Property” of the Contract General Provisions is supplemented by Article 7 “Intellectual Property” of the Special Provisions.
- 2.6 Article 21 “Inspection and Acceptance of Work” of the Contract General Provisions is supplemented by Article 11 “Inspection and Acceptance” of the Special Provisions.
- 2.7 Article 22 “Inspection and Acceptance of Documentation” of the Contract General Provisions is supplemented by Article 12 “Review and Acceptance of Documentation” of the Special Provisions.
- 2.8 Articles 27 “Warranty of Work” and 31 “Software Warranty” of the Contract General Provisions are supplemented by Article 16 “Warranty” of the Special Provisions.

ARTICLE 3 SCOPE

- 2.1 The scope of this Contract is to provide NATO with Digital Asset Management System and Web Content Management replacement as specified in Part I Schedule of Supplies and Services (SSS) and in Part IV Statement of Work (SOW) for the prices stated in this Contract.

- 2.3 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 4 CONTRACT TYPE

- 4.1 This Contract is a Firm Fixed Price Contract subject to Economic Price Adjustment (EPA) subject to timeline hereafter. From the Effective Date of Contract (EDC) to the end of year 2028, the contract shall be Firm Fixed Price (FFP). From Year 2029 until 2031, the contract type becomes Fixed Priced with Economic Price Adjustment (FP-EPA), where price variation shall be applied.
- 4.2 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.
- 4.3 The Total Contract price is inclusive of all expenses related to the performance of the present Contract.
- 4.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2020).

ARTICLE 5 TERM OF CONTRACT

- 5.1 The term of this Contract will be from the Effective Date of Contract until 31 December 2028 with three (3) separate twelve (12)-month option periods if/when exercised by the Purchaser.

ARTICLE 6 ECONOMIC PRICE ADJUSTMENT

- 6.1 The price of this Contract is subject (upwards or downwards) to adjustment within the limits defined herein:
- i. All base period years EDC-2028 for all CLINs are FFP, therefore shall not be subject to EPA.
 - ii. Price for Annual support starting after the base period (as of year 2029) shall be adjusted (upwards or downwards), in accordance with the formula in paragraph 6.4 below at the time the options are exercised.

The labour (L) and material (M) indexes, shall be the ones published no later than 3 months before the start date of the performance of the option period.

- iii. The revision shall be based on the evolution of the Labour Cost Index and the Material (Producer Price) index, as published by OECD statistics (see paragraph [6.4.ii]).
- 6.2 The labour (L) and material (M) allocations and the portion of the contract price subject to price adjustment have been established, they remain fixed through the life of the contract and shall not be modified except in the event of significant changes to the scope of the contract.

6.3 When a price adjustment is due (i.e. at the beginning of yearly support option – starting with Year 2029), the Contractor shall: (i) submit a revised Schedule of Supplies and Services in accordance with this EPA clause, (ii) show the total cumulated amount of price indexations implemented to date. The revised price (i.e. P) per the EPA formula becomes the new contract price. Contract amendment shall be executed to reflect the final contract prices as adjusted.

6.4 Economic Price Adjustment Formula

i.
$$P = P_{n-1} * (0.2 + (0.4 * (L_n / L_{n-1})) + (0.4 * (M_n / M_{n-1})))$$

In which

P_n Revised price for the yearly support applicable after EPA

P_{n-1} SSS prices at Year n-1

L_n Labour index value published for Q4 of Year n or the most recent available.

L_{n-1} Basic index for Labour value at Year n-1

M_n Material (Producer Price) index published for Q4 of Year n or the most recent available

M_{n-1} Basic index for Material (Producer Price) value at Year n-1.

ii. **Indices**

Labour (P & Po)

OECD Stats – Unit labour costs and labour productivity, total economy (ULC_EEQ)

Subject – Unit Labour Costs

Measure – Index, seasonally adjusted

https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en

Material (M & Mo)

OECD Stats – Producer Prices (MEI_PRICES_PPI)

Subject – Economic activities – Total producer prices - Manufacturing

Measure – Index

https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI_PRICES_PPI&lang=en

- iii. The Contractor shall calculate the price adjustment and present in writing the calculation and revised prices for the subsequent year for approval.
- iv. Where any index figure published is stated to be a provisional figure, the contractor may opt either: to use that provisional figure in its calculation and present an appropriate invoice, or: to delay presentation of its invoice until a definitive index figure is published.
- v. No further adjustment will be allowed, up or down, following revision of any index figure if an invoice is presented using provisional indices.
- vi. The index applicable to the revision formula and to be read from the OECD website mentioned above, shall be the one from Belgium.

- 6.5 During the entire Term of the Contract, the Contractor explicitly refrains from invoking hardship, significant economic changes or similar concepts for any alleged or proven increase in costs on Contractor side, even for reasons beyond its control.

ARTICLE 7 INTELLECTUAL PROPERTY

- 7.1 Article 30 “Intellectual Property” in the General Provisions is hereby supplemented with this Article:

Reference is made to the paragraphs relating to Intellectual Property in Articles 4.1.1.1 of the Statement of Work. The minimum requirements set out therein, insofar not sufficiently covered already by the General Provisions, shall be included into these Special Provisions. In summary, the Purchaser should remain the sole owner of all intellectual property rights relating to the output (code, products, documentation, solutions, derivative works) created by the Contractor within the cloud framework.

ARTICLE 8 DATA GOVERNANCE

Reference is made to the paragraphs relating to Data Governance in Articles 4.1.1.2 of the Statement of Work. The minimum requirements set out therein, insofar not sufficiently covered already by the General Provisions, shall be included into these Special Provisions. In summary, the Contractor shall process any type of data provided by the Purchaser in accordance with the applicable regulatory framework (subject to inviolability of NATO data) and shall provide the Purchaser with an easy data and solution extraction option upon termination of the Contract (for whatever reason). This reversibility requirement shall be applicable throughout the entire duration of the Contract, including the maintenance part.

ARTICLE 9 ADDITIONAL CONTRACT TASKS AND OPTIONS

- 9.1 The tasks identified in the Contract Schedule of Supplies and Services as Options (if any) - see Part I - are to be intended as options to be exercised by the Purchaser and at his sole discretion. The Purchaser shall have the right to unilaterally exercise any of the listed priced options multiple times at his discretion any time during the performance of the Contract and up to its conclusion at the unit prices listed in the Schedule of Supplies and Services.
- 9.2 Should any options be exercised, the Purchaser will increase the firm fixed price of the Contract via a formal Contract Amendment by the amount of the line items so exercised and the period of performance of the Contract will be extended as mutually agreed when necessary.
- 9.3 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 at the prices stated therein any time during the period of performance of the Contract.
- 9.4 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.

- 9.5 In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I - Schedule of Supplies and Services. 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.
- 9.6 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.
- 9.7 In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.
- 9.8 In addition to the specific Contract options as identified above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or service deliverables, listed or not, either occasionally or at a further stage in the life of the project, which it deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced consistently with the rates provided by the Contractor as part of its proposal and included in this Contract by reference.
- 9.9 Contractor's 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.
- 9.10 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument
- 9.11 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.

ARTICLE 10 PARTICIPATING COUNTRIES

- 10.1 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, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, REPUBLIC OF TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES.

- 10.2 None of the work, including project design, labor and services, shall be performed other than by firms from and within Participating Countries.

- 10.3 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 Participating Country.
- 10.4 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 Participating Countries 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 Participating Country.

ARTICLE 11 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 Notwithstanding the "Changes" Article of 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 12 INSPECTION AND ACCEPTANCE

- 12.1 Article 21 "Inspection, Acceptance of Work " in General Provisions is hereby supplemented with this Article:
- 12.2 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.

- 12.3 Under the terms of this Contract, Acceptance will be made as follows and as specified in Part IV, Statement of Work (SOW):
1. Successful Service Delivery:
 - a. Written approval by the Purchaser of the Monthly Report.
 - b. Written approval by the Purchaser of the Annual Report.
 2. On-site Consultancy Services: Written confirmation by the Purchaser of successful provision of the respective Services.
- 12.4 Review and Acceptance of documentation is specified in below Article 12 of the Contract Special Provisions.

ARTICLE 13 REVIEW AND ACCEPTANCE OF DOCUMENTATION

- 13.1 Article 22 “Inspection and Acceptance of Documentation” in General Provisions hereafter, is hereby supplemented with this Article.
- 13.2 Unless otherwise specified in the Statement of Work:
- 13.3 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.
- 13.4 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.
- 13.5 Within one (1) week 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 and acceptance in accordance with the SOW.
- 13.6 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.
- 13.7 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.

13.8 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 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 (accepted) 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-115759-DAMS-WCM
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [...],[TBC]
 - 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:

CLIN(s)	Payment Milestone	Upon	Payment of CLIN value
1	Successful Solution Provisioning Delivery	Final System Acceptance	100% of CLIN 1
1	Successful Service Delivery per month	Acceptance of the monthly report	CLIN 2 Monthly value
2	Optional CLINs	Subject to Contract Amendment(s)	

- 14.5 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Article 26 "Taxes and Duties" of the NCI Agency 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-115759-DAMS-WCM and PO [TBD at Contract award]** shall be submitted in electronic format only to:
 accountspayable@ncia.nato.int
 Whilst copying the Contracting Officer as well, as specified in Article 15 “Contract Administration” below.
- 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 39 of the General Provisions hereafter.
- 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.
- 15.3 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.
- 15.4 For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 16 CONTRACT ADMINISTRATION

- 16.1 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.
- 16.2 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.
- 16.3 Formal letters and communications shall be sent by e-mail to the official Points of Contact quoted in this Contract.
- 16.4 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.
- 16.5 All notices and communications shall be effective on receipt.
- 16.6 Official Points of Contact:

Purchaser	Contractor
NATO Communications and Information Agency (NCI Agency) Boulevard Leopold III B-1110 Brussels Belgium	
For contractual matters: Attn: TBD Title: Tel: E-mail:	For contractual matters: Attn: TBD Title: Tel: Mobile: E-mail:

For technical/project management matters (Purchaser Technical Representative): Attn: TBD Title: Tel: E-mail: TBD@ncia.nato.int	For technical/project management matters: Attn: Title: Tel: Mobile: E-mail:
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or to such address as the Purchaser may from time to time designate in writing.

ARTICLE 17 WARRANTY

- 17.1 Articles 27 “Warranty of Work” and 31 “Software Warranty” of the NCI Agency General Provisions hereafter, are supplemented with the following:
- 17.2 The Contractor shall warrant that the services provided by the Contractor staff shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. The Contractor shall therefore possess a certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.
- 17.3 In the event of any breach of the foregoing warranty, the Contractor shall, at its own expense, in its discretion either: (1) re-perform the non-conforming services to conform to this standard; or (2) pay to Purchaser an amount equal to a fixed daily fee of EUR 500 for the number of man-days that would have been lost due to inadequate performance. In order for a warranty claim to be effective, the Purchaser will give the Contractor written notice specifying in detail the non-conformities within 60 days after performance of the non-conforming services.
- 17.4 The Contractor shall warrant the work and the performance thereof by its sub-Contractors and shall incur liability for such performance.
- 17.5 On-site interventions and related timelines shall be in line with the specifications in the Statement of Work.

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 Participating Countries 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 SERVICE PERFORMANCE AND SERVICE CREDITS

- 19.1 This Article applies to the Service Deliverables as defined in the Schedule of Supplies and Services.
- 19.2 If the Contractor fails to deliver or to perform the services within the prescribed performance levels specified in the SOW, the Contractor shall be charged with service credits as described and calculated in the relevant section of the SOW as the Purchaser's remedy for the damages directly arising out of the failure to deliver or perform the Services as specified in the SOW without prejudice of Clause 39 "Termination for Default" of the Contract General Provisions.
- 19.3 Service performance status shall align per the review periods as described in the SOW.
- 19.4 Charged penalties shall be deducted from the invoices covering the service period to which the penalties apply unless specified otherwise.
- 19.5 If corresponding value is not deducted from the monthly invoice or from the total Contract amount but converted into a commensurate EUR value being transposed into the provision of specific additional support, agreed by both parties, the exchange rate to be used is the Euro foreign exchange reference rates of the monthly report date.

ARTICLE 20 KEY PERSONNEL

- 20.1 The key personnel proposed by the Contractor that satisfy the personnel requirements laid down in the SOW 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.
- 20.2 If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.
- 20.3 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:

Key Personnel	Name	Function within organisation

- 20.4 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 five (5) days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser.
- 20.5 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.
- 20.6 In the event of a substitution of any key personnel listed in paragraph 19.3 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.
- 20.7 The Contractor shall take all necessary 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.
- 20.8 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 (10) 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.

- 20.9 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.
- 20.10 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 19.5 and 19.6 above.
- 20.11 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 Provisions Article entitled "Default".
- 20.12 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.
- 20.13 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.
- 20.14 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.
- 18.15 Each of the Contractor's Key Personnel shall be required to sign Annex A to these Contract Special Provision: "NCI Agency Non-disclosure declaration."

ARTICLE 21 NON DISCLOSURE AGREEMENT

- 21.1 Notwithstanding Key Personnel shall sign Annex A, all Contractor and Subcontractor personnel working at any NATO Organization / Commands premises or having access to NATO classified / commercial-

in-confidence information must certify and also sign the Declaration attached hereto at Annex A and provide it to the Purchaser's Contracting Officer prior to the commencement of any performance under this Contract.

- 21.2 The Contractor shall not apply any Contractor restrictive marking on information assigned or owned by the Purchaser.

ARTICLE 22 CONFLICT OF INTEREST

22.1 A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.

22.2 The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Contracting Officer. If, after award of this Contract or Purchase Order herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Contracting Officer.

22.3 If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract or Purchase Order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

22.4 The Contractor's notice called for in Article 21.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Contracting Officer in analysing the situation. Any changes to the Contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the contract, should be also detailed.

22.5 The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the Contracting Officer, for review and

consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.

- 22.6 If the Contracting Officer in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Contracting Officer will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Contracting Officer has the discretion to terminate the Contract for Default.
- 22.7 The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

ARTICLE 23 OPTIMISATION

- 23.1 The Contractor shall 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
- 23.2 The Contractor may, at any time during the Period of Performance, introduce Change Proposals offering innovations and/or technology insertion with a view towards reducing the overall cost to the Purchaser.
- 23.3 Any such Proposal submitted shall cite this Clause as the basis of submission and provide the following information:
- 23.4 A detailed description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;
- 23.5 A full analysis of the prospective savings to be achieved in both equipment and manpower, including, as appropriate, NATO manpower, travel, energy consumption, etc.; A full impact statement of changes that the Purchaser would be required to make, if any, to its operational structure and management procedures;
- 23.6 A fully detailed proposal of any capital investment necessary to achieve the savings;
- 23.7 A schedule of how the changes would be implemented with minimal negative impact to on-going performance and operations.

ARTICLE 24 SOFTWARE

- 24.1 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".

ARTICLE 25 INDEPENDENT CONTRACTOR

25.1 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 26 APPLICABLE REGULATIONS

26.1 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.

26.2 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 health and safety provisions.

26.3 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 27 AUDITING AND ACCOUNTING

27.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.

27.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 13 "Invoices and Payment" of the Contract Special Provisions.

27.3 In the event of this Contract being terminated in accordance with Article 40 "Termination for Convenience of the Purchaser" of 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 28 NCI AGENCY SUPPLIER CODE OF CONDUCT

28.1 The Contractor shall at all times fully adhere to the Purchaser's Supplier Code of Conduct located at <https://www.ncia.nato.int/business/do->

business-with-us/code-of-conduct.html which constitutes an entire part of the Contract.

- 28.2 This Supplier Code of Conduct sets standards and practices for suppliers and their sub-contractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.
- 28.3 In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

ARTICLE 29 INDEMNITY

- 29.1 The Contractor will indemnify and hold harmless NATO and its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under the Contract, including the provisions set out in Clauses 29 "Patent and Copyright indemnity" and 30 "Intellectual Property" of the NCI Agency General Provisions.
- 29.2 The Contractor will indemnify NATO and its servants or agents, against claims made against NATO and its servants or agents, by their 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.
- 29.3 The Contractor will consult with the Purchaser over the handling of any claim or action to which the provisions of this Clause may be relevant and will consult with the Purchaser over the handling of any such claim and conduct of any such action and will not without prior consultation and without the concurrence of the Purchaser settle or compromise any such claim or action.
- 29.4 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 Contractor shall involve the Purchaser in any investigation into the cause of the accident.

ARTICLE 30 PERFORMANCE GUARANTEE

- 30.1 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.

- 30.2 Such guarantee 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.
- 30.3 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.
- 30.4 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.
- 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.
- 30.5 The Contractor shall request in writing relief from the performance guarantee upon expiration of the service period as specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 30.6 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 five per cent (5%) 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.
- 30.7 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 39 "Termination for Default for Default" of the NCI Agency General Provisions.
- 30.8 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 33.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 39 "Termination for Default" of the NCI Agency General Provisions.

**ARTICLE 31 BASIC SAFEGUARDING OF CONTRACTOR
COMMUNICATION AND INFORMATION SYSTEMS (CIS)**

31.1 Definitions.

“Contractor Communication and Information System” means an information system that is owned or operated by a contractor that processes, stores, or transmits NATO Information.

“NATO Information” means all information, classified and unclassified, circulated within NATO, whether such information originates in NATO Civil or Military bodies or is received from member nations or from non-NATO sources to include but not limited to:

NATO Information that is provided by or generated for the Purchaser under a contract to develop or deliver a product or service to NATO, but not including information provided by the Purchaser to the public (such as on public websites) or simple transactional information, such as necessary to process payments. Examples of NATO Information are:

NATO technical information that is subject to controls on its access, use, reproduction, modification, performance, display, release, disclosure, or dissemination that is technical data or computer software in nature; such as, research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, executable code and source code, design details, or formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

NATO infrastructure information such as Emergency Management, Infrastructure Security Information, Information Systems Vulnerability Information, Physical Security.

NATO security information such as Internal Data or Operations Security, Security Agreement Information, Security Enforcement Information, Transportation Arrangements, Personnel Security Information, Privacy Information, or Sensitive Personally Identifiable Information.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Safeguarding” means measures or controls that are prescribed to protect information systems.

31.2 Safeguarding requirements and procedures. The Contractor shall provide adequate security on all contractor CIS. To provide adequate security, the Contractor shall implement, at a minimum:

For contractor CIS that are part of a cloud computing service or an Information Technology (IT) service or system developed or operated on behalf of NATO shall be subject to the security requirements specified elsewhere in this contract.

For contractor CIS storing, processing, or transmitting NATO RESTRICTED Information the security requirements specified in SoW clause, “Safeguarding of NATO Restricted Information” as mandated in NATO’s Security Committee reference document number, AC/35-D/2003-REV5, dated 13 May 2015, entitled, “Directive on Classified Project and Industrial Security” shall apply.

For contractor CIS storing, processing, or transmitting NATO UNCLASSIFIED Information that are not part of a cloud computing service or IT service or system operated on behalf of NATO, the Contractor shall apply the minimum mandatory security measures as prescribed for NU controls for national systems in the NATO’s Consultation, Command and Control Board (C3B) reference document number AC/322-D/0048-REV3 (INV) dated 18 November 2019, entitled, “Technical and Implementation Directive on CIS Security”.

Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified elsewhere in this contract or of other applicable NATO or national regulatory requirements.

A breach of these obligations may subject the Contractor to contractual actions in law and equity for penalties, damages, and other appropriate remedies by the Purchaser.

Subcontracts. The Contractor shall include the substance of this clause, in subcontracts under this contract (including subcontracts for the acquisition of commercial products or services in which the subcontractor may have NATO Information residing in or transiting through its CIS.

ARTICLE 32 CYBER INCIDENT REPORTING

32.1 Definitions.

“Contractor attributional/proprietary Information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or

unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“NATO Information” means as defined in clause, Basic Safeguarding of Contractor Communication Information Systems (CIS).

“Cyber incident” means any detected anomaly compromising, or that has the potential to compromise, communication, information or other electronic systems or the information that is stored, processed or transmitted in these systems.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which NATO Information is recorded, stored, or printed within a contractor CIS.

32.2 Cyber incident reporting requirement.

When the Contractor discovers a cyber incident that affects a contractor CIS or NATO Information residing therein, or that affects the contractor’s ability to perform the requirements of the contract, the Contractor shall—

Conduct a review for evidence of compromise of the NATO Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing contractor CIS that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised NATO Information, or that affect the Contractor’s ability to perform the requirements of the contract; and,

Report the cyber incident(s) to the Contracting Officer within 72 hours of discovery of any cyber incident.

Cyber incident report. The cyber incident report shall be treated as information created by or for the Purchaser and shall include, at a minimum, the following content:

- Company name
- Facility Clearance Level
- Company point of contact information (name, position, telephone, email)
- NCI Agency Project Manager point of contact (name, position, telephone, email)
- Contract number(s) or other type of agreement affected or potentially affected
- Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
- Contract or other type of agreement classification level
- Impact to NATO Information and/or provided products/services
- Ability to provide operational support
- Date incident discovered
- Location(s) of compromise
- NATO programs, platforms or systems involved
- Classification of the systems involved
- Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
- Description of technique or method used in the cyber incident
- Incident outcome (successful compromise, failed attempt, unknown)
- Incident/Compromise narrative (Ex: Chronological explanation of event/incident, threat actor TTPs, indicators of compromise, targeting, mitigation strategies, and any other relevant information to assist in understanding what occurred) Include in this section what actions have been taken to mitigate the risk/damage of both hardware and software assets.
- Confirm whether news media are already aware/informed of the incident
- Any additional information

Subject to the Purchaser's consultation with the contractor's national cyber defence authority and/or as prescribed in the contractor's nation's Memorandum of Understanding (MoU) on Cyber Defence with NATO, the Purchaser reserves the right to request the following:

Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, inform the Contracting Officer to allow the Purchaser to request the malicious software or decline interest. Do not send the malicious software to the Contracting Officer.

Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraphs of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow the Purchaser to request the media or decline interest.

Access to additional information in support of an incident investigation. Upon request by the Purchaser, the Contractor shall provide the Purchaser with access to additional information that is necessary to conduct an incident investigation

Cyber incident damage assessment activities. If the Purchaser elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph below.

Information Handling. The Purchaser shall protect information reported or otherwise provided to the Purchaser under this clause that includes contractor attributional/proprietary information in accordance with applicable NATO policies. To the maximum extent practicable, the Contractor shall identify and mark contractor attributional/proprietary information. The Purchaser may use contractor attributional information and disclose it only for purposes and activities consistent with this clause. The Purchaser will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such an authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

The Contractor shall conduct activities under this clause in accordance with applicable NATO regulations and contractor national laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

Other reporting requirements. The cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other cyber incident reporting as required by other applicable clauses of this contract, or as a result of other applicable NATO regulations or contractor national law or regulatory requirements.

Subcontracts. The Contractor shall—

Include this clause in subcontracts, or similar contractual instruments, for which subcontract performance will involve NATO Information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as NATO

Information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and,

Require subcontractors to provide a copy of the incident report to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to the Purchaser as required in this clause.

ANNEX A: NCI AGENCY NON-DISCLOSURE DECLARATION

We, the undersigned..... (Company) duly represented by (hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-115759-DAMS-WCM

_Date	Full name (in block capitals)	Signature
=====		

TO BE SIGNED BY THE CONTRACTOR'S EMPLOYEES WORKING IN THE NATO'S PREMISES UPON COMMENCEMENT OF THEIR WORK.

I UNDERSTAND:

That I must preserve the security of all classified /commercial-in-confidence Information which comes to my knowledge as a result of this contract with NATO and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorised person, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI Agency or by his designated representative.

That I must not, without the approval of the General Manager of the NCI Agency, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under CO-115759-DAMS-WCM.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under CO-115759-DAMS-WCM, save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-115759-DAMS-WCM, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

NATO UNCLASSIFIED

IFB-CO-115759-DAMS-WCM
Part III - The General Provisions

NATO COMMUNICATIONS AND INFORMATION AGENCY



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

NATO UNCLASSIFIED

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ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA1-1

1. ORDER OF PRECEDENCE

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:

- 1.1. The Signature Page;
- 1.2. The Contract Schedules, Part I;
- 1.3. The Contract Contract Special Provisions, Part II;
- 1.4. The Contract General Provisions, Part III;
- 1.5. The Statement of Work, Part IV of the Contract;
- 1.6. The Annexes to the Statement of Work.

2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1 **Assembly-** An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.2 **Acceptance-** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements..
- 2.3 **Claims-** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause-** A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority-** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)-** The term “Commercially Off-the-Shelf Item (COTS)” means any item that:is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
 - a) is sold in substantial quantities in the commercial marketplace; and
 - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

- 2.8 **Contractor Background IPR-** Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.
- 2.9 **Correction-** Elimination of a Defect.
- 2.10 **Contract-** The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).
- 2.11 **Contracting Authority-** The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 2.12 **Contractor-** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 2.13 **Day-** A calendar day
- 2.14 **Defect-** Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.
- 2.15 **Deliverable-** Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.
- 2.16 **Design Defect-** Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.
- 2.17 **Effective Date of Contract (or "EDC")-** 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.
- 2.18 **Failed Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.
- 2.19 **Foreground IPR -** Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.
- 2.20 **IPR-** Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

- 2.21 **Manufacturing Defect-** Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO-** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.
- 2.23 **NCI AGENCY-** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes-** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part-** An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country-** A NATO member country that participates in financing the effort.
- 2.28 **Parties-** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser-** The NCI Organisation, as represented by the General Manager, NCI 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.
- 2.30 **Purchaser Background IPR-** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property-** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)-** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect-** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

- 2.34 **Sub-Assembly-** A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.
- 2.35 **Sub-contract-** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor-** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.
- 2.37 **Third Party IPR-** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work-** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. **AUTHORITY**

- 3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.
- 3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.
- 3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.
- 3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

- 4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

5. LANGUAGE

- 5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS

- 6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.
- 6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

- 7.1 This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall 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.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance 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.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.
- 8.8. The rights and remedies provided to the Purchaser under the present Clause

are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.

- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NCI Agency, Finance, Accounting & Operations
Boulevard Leopold III, B-1110, Brussels
Belgium

1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ of _____ We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR).
2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR) (herein called the “Contract”), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount denominated in the currency of the Contract, Amount up to the maximum available under the LOC, such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit.

4. This Letter of Credit is effective the date hereof and shall expire at our office located at _____ (Bank Address) _____ on _____. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“The NCI Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency from, or on behalf of (NAME OF CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in

accordance with paragraph 6 above.

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, 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 Participating Country.
- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
- 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
 - and
 - 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
 - 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.
- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

- 11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information,

documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

- 11.2 In particular the Contractor undertakes to:
- 11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
 - 11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
 - 11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
 - 11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
 - 11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
 - 11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;
 - 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;
 - 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
 - 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance

which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;

- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.
- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.
- 12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. PURCHASER FURNISHED PROPERTY

- 13.1 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 Clause 16 (Changes).
- 13.2 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, authorise 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 Clause 16 (Changes).
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 The inventory shall note whether:
- 13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);
 - 13.6.2 The property was otherwise destroyed;
 - 13.6.3 The property remains in possession of the Contractor;
 - 13.6.4 The property was previously returned

- 13.7 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 authorised 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.
- 13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9 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.

14. **CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**

- 14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.
- 14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.
- 14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

- 14.4 All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

- 15.1 If the Purchaser notifies the Contractor in writing of any non-compliance in the performance of this Contract with safety and health rules and requirements prescribed on the date of this Contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Purchaser may order the Contractor to stop all or part of the Work until satisfactory corrective action has been taken. Such an order shall not entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

16. CHANGES

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:
- 16.1.1 Specifications (including drawings and designs);
 - 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
 - 16.1.3 Marking and method of shipment and packing;
 - 16.1.4 Place of delivery;
 - 16.1.5 Amount, availability and condition of Purchaser Furnished Property.
- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.
- 16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this

proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.

- 16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.
- 16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.
- 16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.
- 16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.
- 16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.
- 16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

17. STOP WORK ORDER

- 17.1 The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor,

and for any further period to which the Parties may agree.

- 17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.
- 17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
- 17.3.1 cancel the Stop Work Order; or
 - 17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).
- 17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.
- 17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:
- 17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;
 - 17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.
- 17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

18. CLAIMS

- 18.1 The Contractor shall specifically identify the Contract Clause(s) under which the Claim(s) is/are based.

18.2 Claims shall be specifically identified as such and submitted:

18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".

18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

Ithe responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable.

.....

.....

SIGNATURE

Date

18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also

where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.

- 18.7 Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority, the schedule for which is beyond the Contracting Authority's control. A decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.

18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its "Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.

19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.

19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:

19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or

19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.

19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:

19.4.1 cost or pricing data;

19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and

19.4.3 a Certificate of Current Cost or Pricing Data, when required.

19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:

19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;

- 19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
 - 19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
 - 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
- 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of.....(*Claim, Amendment, ECP#, etc.*) are accurate, complete and current as of(*Date*).

By submitting the price proposal, the Contractor/sub-

Contractor or prospective sub-Contractor grant the Purchaser or his authorized representative(s) the right to examine those records, data and supporting information, used as a basis for the pricing submitted.

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

19.6.3 The Contractor shall insert the substance of this Clause 19.7 in each Sub-contract.

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. **NOTICE OF SHIPMENT AND DELIVERY**

- 20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.
- 20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.
- 20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.
- 20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.
- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
- 20.5.1 Purchaser's Contract number;
 - 20.5.2 Contract item number, designation and quantities;
 - 20.5.3 destination;
 - 20.5.4 number and description of the packages (gross and net weight);
 - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)
 - 20.5.6 consignor's name and address;
 - 20.5.7 consignee's name and address;
 - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.

- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.
- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.
- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after

notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:

- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being performed.
- 21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- 21.12 All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the Work.
- 21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.
- 21.15 The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be

discovered prior to acceptance.

- 21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);
 - 21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;
 - 21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.
- 21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- 21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

- 22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.
- 22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. 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 in relation to the requirements of the Statement of Work.

- 22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.
- 22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.
- 22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.
- 22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:
- 22.6.1 the items have been accepted;
 - 22.6.2 the acceptance of the items is deferred pending further revision;
- or
- 22.6.3 The items are rejected and significantly fail to meet Contract requirements.
- 22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.
- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

- 23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.
- 23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.
- 23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

- 24.1 Except as may be otherwise stated in the Contract Special Provisions and Clause 23 (Use and Possession prior to Acceptance), ownership and title to all Work will pass to the Purchaser only upon Acceptance by the Contracting Authority in writing. Where the Contract provides for Provisional Acceptance and Final Acceptance, ownership and title will pass to the Purchaser upon written notification of Final Acceptance.

25. INVOICES AND PAYMENT

- 25.1 Unless otherwise specified in the Contract Special Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total prices and currency(ies) as set out under the Schedule of Work.
- 25.2 Invoices in respect of any Work or services shall be prepared and submitted to the Purchaser and shall contain all of the elements listed below:
- 25.2.1 Contract number;
 - 25.2.2 Purchaser's Purchase Order number ;
 - 25.2.3 accounting codes (as specified in this Contract);
 - 25.2.4 item number (as defined in the Contract);
 - 25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and
 - 25.2.6 extended totals. Details of Bills of Lading or Freight Warrant

numbers and weight of shipment shall be identified on each invoice as appropriate.

25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.

25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.

*Order placed for official use. Exemption from VAT Article 42, §3&3*of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services."*

25.5 All invoices shall be addressed to the NCI Agency - Financial Management

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

NATO Communications and Information Agency
Finance, Accounting & Operations
Batiment Z
Av du Bourget 140
B-1140 Belgium

OR

shall be addressed to Financial Management at the following electronic address:

["NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT](mailto:NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT) (note there is an underscore between BEL and E-INVOICES)

Note: When used for NCI Agency The Hague or Mons the addresses shall be dictated in the Contract Special Provisions

Once the manner of forwarding the invoice is chosen, the contractor shall keep this manner throughout the contract.

25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the

International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.

- 25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.
- 25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. **TAXES AND DUTIES**

- 26.1 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- 26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.
- 26.4 If, after complying with all national and local legal and administrative procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.
- 26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and

administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.

- 26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.
- 26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.
- 26.8 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. WARRANTY OF WORK (Exclusive of Software)

- 27.1 For the purpose of this Clause:
- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;
- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.
- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that

result from the modifications or other Work.

- 27.3 Unless another period of time is indicated in the Contract Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.
- 27.8 The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned

item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.

- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.
- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
 - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.
- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following

receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:

27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:

27.16.2 correct the Work;

27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

27.16.3.1 obtain applicable data and reports; and/or

27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.

27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. **RIGHT OF ACCESS, EXAMINATION OF RECORDS**

28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until

final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

- 28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.
- 28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

- 29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for IPR infringement in said countries.
- 29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.
- 29.3 This indemnity shall not apply under the following circumstances:
- 29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;
 - 29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;
 - 29.3.3 An infringement resulting from changes made to the Work by the

Purchaser without the Contractor prior written consent;

29.3.4 An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

30.1.1 The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.

30.1.2 The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.

30.1.3 The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

30.2 *Contractor Background IPR*

30.2.1 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 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.

30.2.2 Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.3 *Foreground IPR*

30.3.1 All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR.

30.3.2 The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents,

Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.

- 30.3.3 The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.
- 30.3.4 The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.
- 30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.
- 30.3.6 The Contractor shall:
 - 30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and
 - 30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.
- 30.3.7 The Contractor undertakes:
 - 30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and
 - 30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to:
 - (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.
- 30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a

registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 ***Third Party IPR***

- 30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.
- 30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).
- 30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.
- 30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.
- 30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license

associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

- 30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY

31.1 *Statement of the Warranties*

- 31.1.1 The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.

- 31.1.2 Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured, tested, and verified by tests and procedures set forth in this Contract.

31.2 *Notification Requirement*

- 31.2.1 The Contractor agrees to notify the Purchaser in writing immediately after he first discovers that a defect(s) may exist in Software delivered under this Contract, unless the Purchaser has first notified the Contractor, in writing, of the same defect(s).

- 31.2.2 The Purchaser shall notify the Contractor upon discovery that a defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

31.3 *Duration of the Warranty*

- 31.3.1 For each Software delivered under this Contract, the Contractor

Warranties stated in paragraph 31.1 above shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.

31.4 Purchaser Remedies for Breach

- 31.4.1 The rights and remedies of the Purchaser under this Software Warranty:
- 31.4.2 Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and
- 31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;
- 31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:
 - 31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;
 - 31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as may be necessary to eliminate the defect, or;
 - 31.4.4.3 Equitably reduce the contract price
- 31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

- 31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

31.5 Limitations and Exclusions from Warranty Coverage

- 31.5.1 This Software Warranty shall not apply to alleged defects that the Contractor demonstrates to be in or otherwise attributable to the Purchaser furnished property as determined, tested, and verified by the tests and procedures set forth in this Contract. Notwithstanding this paragraph, a defect is not attributable to Purchaser furnished property if it is the result of installation or modification of Purchaser furnished property by the Contractor or of the integration of Purchaser furnished property into any Software delivered under this Contract.
- 31.5.2 Any Purchaser Furnished Property needs to be checked and approved by the Contractor. Approval is implied once the Contractor starts using the Purchaser Furnished Property.

31.6 Markings

- 31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

32. NATO CODIFICATION

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the

extent and in the form to be agreed between the Codification Authority and the Contractor.

- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).
- 32.6 Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.

- 32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.
- 32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: ["http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"](http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm)

32.11 Markings

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

33. RELEASE FROM CLAIMS

- 33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:

- 33.1.1 specified claims in stated amounts or in estimated amounts where the

amounts are not susceptible to exact statement by the Contractor;

- 33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.
- 33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.
- 33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

- 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.

35. TRANSFER AND SUB-LETTING

- 35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

- 36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.
- 36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:
 - 36.2.1 to the extent that performance would have been delayed or

interrupted by any other cause, including the fault or negligence of the Contractor; or

36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.

36.3 No claim under this Clause shall be allowed:

36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;

36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and

36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

37.1 In the event that the Contractor encounters difficulty in complying with the Contract schedule date(s) for whatever reason, including actual or potential labour disputes, the Contractor shall immediately notify the Contracting Authority in writing, giving pertinent details. This data shall be deemed to be informational in character and shall not be construed as a waiver by the Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.

37.2 Notwithstanding the above the Contractor shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due date.

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

38.1.1 fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or

38.1.2 fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered.

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 deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent)

per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

- 38.2 In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.
- 38.3 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 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), 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 the fact justify an extension.
- 38.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 20% of the value of each line item individually not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 38.5 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

39. TERMINATION FOR DEFAULT

- 39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:
- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
 - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
 - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
 - 39.1.4 fails to comply with Clause 11 (Security);
 - 39.1.5 transfer this Contract without the Purchaser's prior written consent;

- 39.1.6 breaches any provision of this Contract; or
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
 - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorize in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;
 - 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
 - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.
- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as

provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:

39.7.1 any completed Work with associated rights ;

39.7.2 such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;

39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.

- 39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.
- 39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.
- 39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).
- 39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.14 The rights and remedies of the Purchaser provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.
- 40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:

- 40.3.1 stop the Work on the date and to the extent specified in the notice of termination;
- 40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- 40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- 40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
- 40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
- 40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:
 - 40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
 - 40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
- 40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:
 - 40.3.7.1 shall not be required to extend credit to any

Buyer; and

- 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorized extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to Work paid or to be paid for under Clause 40.7.1;
 - 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
 - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

- 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:
- 40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or
- 40.10.2 if an appeal has been taken, the amount finally determined on such appeal.
- 40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:
- 40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
- 40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and
- 40.11.3 the agreed price for, or the proceeds of the sale of, any materials,

Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

- 40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.
- 40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.
- 40.14 Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

41. DISPUTES

- 41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final and conclusive, shall be decided by the Contracting Authority. The Contracting

Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

- 41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).
- 41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.
- 41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

- 42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.
- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be

communicated to him.

- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.
- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.
- 42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

- 43.1 If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

44. APPLICABLE LAW

- 44.1 This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

* *

ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA. General

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.
2. As may be requested by the Purchaser, the Contractor shall provide documentation that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.
3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.
4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.
5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.
6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles

1. Allowable cost

A cost is allowable for consideration by the Purchaser if the following conditions are fulfilled:

- (a) it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;

i. Direct Costs

A direct cost is any cost which can be identified specifically with a particular cost objective as generally accepted. Direct costs are not limited to items which are incorporated in the end product as material or labour.

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When

presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

- (b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.
- (c) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (d) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.
- (e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. =Examples of such costs are, among others:

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.
- (h) Costs incurred to raise capital.

- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.
- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

- (a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.
- (b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.
- (c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

IFB-CO-115759-DAMS-WCM

**DIGITAL ASSET MANAGEMENT SYSTEM (DAMS)/ WEB
CONTENT MANAGEMENT (WCM) REPLACEMENT**



**BOOK II - PART IV
STATEMENT OF WORK (SOW)**

NATO UNCLASSIFIED

IFB-CO-115759-DAMS-WCM

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SECTION 1 : INTRODUCTION

1.1. Background

1.1.1. The North Atlantic Treaty Organization (NATO) Public Diplomacy Division (PDD) efforts serve a vital function within the Alliance by communicating its purpose and priorities to audiences worldwide. In fulfilling this role, the PDD actively strengthens NATO's public image, thereby fostering awareness and understanding of NATO's policies and activities, and ultimately enhances trust in and support for the Alliance.

1.1.2. Currently, this effort is supported by two main systems:

1.1.2.1. **The Web Content Management (WCM)** system, which is the technical system currently used to support the public NATO website (<https://www.nato.int>). It includes a hardware component (network infrastructure, servers, databases, IT security devices), a software component (the content management, application), and the content of the NATO website (text, photos, audio, design).

1.1.2.2. **The Digital Asset Management System (DAMS)**, which is the media management system that manages, processes and stores public NATO multimedia content. It currently includes 3rd party software that enables the management and storage of content produced by NATO and its partners, as well as the publication of a selection of the assets to be shared through the NATO multimedia portal (<https://www.natomultimedia.tv>) for viewing by any visitor and for download by professional media.

1.1.3. To continuously improve and adapt to the changing environment, the PDD is undergoing a transformation program to improve the communication infrastructure of the alliance. Part of this transformation includes extending the functionality provided by the current WCM and DAMS systems. This project seeks to re-compete the WCM and DAMS system as a public cloud-based solution while also ensuring a static archive of the current www.nato.int website remains available for historical reference.

1.1.4. In a 2020 design study and market survey, the Purchaser examined possible WCM candidates which resulted in the following short-list:

Product	Website
Liferay Experience platform	https://www.liferay.com
Sitecore	https://www.sitecore.com
Adobe Experience Manager	https://business.adobe.com/
Storyblok	https://www.storyblok.com/
Kentico	https://www.kentico.com/
Contentstack	https://www.contentstack.com/

Table 1 Short-list of WCM Products

1.2. Standards for Interpretation of the Statement of Work (SOW)

1.2.1. The use of shall is defined as follows:

- Shall: This requirement is mandatory and must be implemented.
- Shall not: means that the definition is an absolute prohibition of the specification.
- Could: means that the definition is a Contract option that could be exercised by the Purchaser.

1.3. Scope of Work

1.3.1. The scope of work consists of providing, integrating, configuring, transitioning to, and maintaining a Public Software as a Service (SaaS) solution for the Purchaser that delivers workflow management, content management, and large-scale digital asset management, and content publication according to the styling preferences and way of working of the Purchaser.

1.4. Period of Performance (POP)

1.4.1. The POP is captured in multiple milestones and is detailed in SECTION 3. In summary, the Contract consists of three phases:

1.4.1.1. The first phase constitutes the provisioning and configuration of the Solution, under the Base Contract, shall be no more than 12 months from the Effective Date of Contract (EDC), and is completed via Purchaser confirmed Final System Acceptance (FSA).

1.4.1.2. The second phase constitutes service delivery and will start after the first phase and shall extend until the end of 2028 and is completed by Purchaser confirmation. During this phase, also option 3 of this Contract can be exercised by the Purchaser.

1.4.1.3. The optional third phase constitutes an additional three years of service delivery that could commence after the completion of the second phase and is completed by Purchaser confirmation. During this phase, also option 4 of this Contract can be exercised by the Purchaser.

Figure 1 and Figure 2 display these timelines (both subject to Section 3 of this SOW)

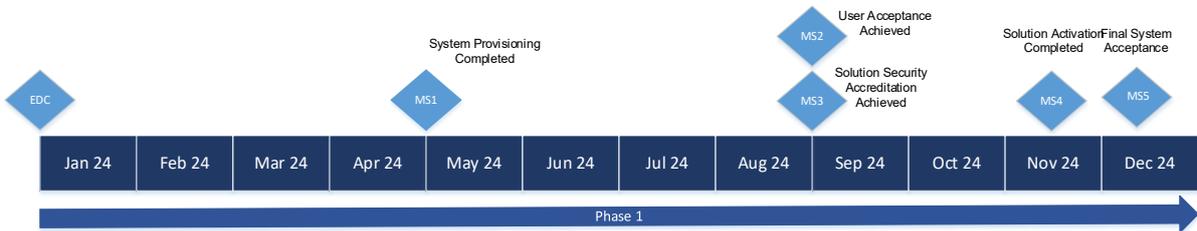


Figure 1 Timeline Year 1



Figure 2 Timeline following years

1.5. Place of Performance

- 1.5.1. The majority of the work shall be performed offsite, through virtual collaboration and remote working, with the possible exception of workshops and training sessions with the PDD. These workshops and training sessions may be conducted at NATO Headquarters in Brussels, Belgium.

1.6. High-level Objectives

- 1.6.1. Provide a solution that provides the out-of-the box functionality of one of the Content Management System (CMS) products identified in Table 1 Short-list of WCM Products, the functional requirements identified in this SOW, and the SLA requirements described in ANNEX B.
- 1.6.2. Ensure that the Solution receives Security Accreditation (SA) by the NATO Security Accreditation Authority (SAA) by adhering to all relevant security directives,, (reference 2.2.3) including the integration of the Solution with the Purchaser's Security Information and Event Management System (SIEM) and the Purchaser's solution for Secure Edge Protection.
- 1.6.3. Identify all configuration items needed for the PDD to operate the Solution in an effective manner by executing workshops and business analysis of the PDD way-of-working. Then continue to implement these discoveries into the Solution and providing the appropriate training to the PDD.
- 1.6.4. Migrate the data maintained in the current WCM and DAMS system to the Solution and coordinate the transition into operations of the new solution.
- 1.6.5. Continue to update and maintain the configuration, functionality, technical, and security aspects of the system once it has received FSA for the ongoing year and for a period of 4 years and additional optional years, according to the Service Level Agreement (SLA) in ANNEX B.

1.7. Critical Periods

Several times per year, the Purchaser will host publically important events like ministerial meetings and summits. These periods are considered critical and the Contractor should consider the following during critical periods:

- During phase 1 of the project, the PDD will be unavailable for configuration solicitation or training, and no technical works can take place on any NATO systems;
- During phase 2 and 3, additional usage of the Solution is expected and additional support from the Contractor will be required.

These critical periods can be planned (approximately 10 times per year) but also unplanned in case of a crisis situation. Planned critical period start and finish dates will be communicated to the Contractor at least 30 calendar days before the start of the period. Unplanned critical periods will be communicated to the Contractor as soon as possible.

- 1.7.1. (SHALL) The Contractor shall incorporate Critical Periods into all planning aspects of the project.

1.8. Limited Maintenance Periods

Before, during and after critical periods, the Purchaser's organization moves into a Limited Maintenance Period (LMP). During these periods there is limited availability of Purchaser Staff and no significant technical works can take place on any NATO system to reduce risk. Planned LMPs start and finish dates will be communicated to the Contractor at least 30

calendar days before the start of the period. Unplanned LMPs will be communicated to the Contractor as soon as possible.

1.8.1. (SHALL) The Contractor shall incorporate LMPs into all planning aspects of the project.

SECTION 2 : APPLICABLE DOCUMENTS

2.1. Documentation

The documentation related to this Contract consists of NATO documents and non-NATO documents.

2.1.1. The Contractor shall be aware and comply with the documents listed in SECTION 2 throughout the Contract.

2.2. NATO Documents

2.2.1. Reference documents for Quality Assurance (QA) purposes

Abbreviation	Full document Name and Reference
[AQAP-2105, Ed.C, Ver.1]	NATO Requirements for Quality Plans. Ed.C, Ver.1, 2019.
[AQAP-2131, Ed.C, Ver.1]	NATO Quality Assurance Requirements for Final Inspection and Test. Ed.C, Ver.1, 2017.
[AQAP-2210, Ed.A, Ver.2]	NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310. Ed.A, Ver.2, 2015.
[AQAP-2310, Ed.B, Ver.1]	NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers. Ed.B, Ver.1, 2017.

Table 2 QA Reference Documents

2.2.2. NATO Standards Guidance

Abbreviation	Full document Name and Reference
[STANAG 4281, Ed.3]	NATO Standard Marking for Shipment and Storage. Ed.3, 2016.

Table 3 NATO Standards Guidance Reference Documents

2.2.3. NATO Security Documents

Abbreviation	Full document Name and Reference
[NAC AC/35-D/2000-REV8, 2020]	Directive on Personnel Security (AC/35-D/2000-REV8), 2020
[AC/322-D(2019)0038 (INV)]	CIS Security Technical and Implementation Directive for the Security of Web Application, 2019
[AC/322-D(2021)0032]	Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems, 2021
[AC/322-D/0048-REV3 (INV)]	Technical and Implementation Directive on CIS Security, Revision 3, 2019
[AC/322-D/0030-REV6]	Technical And Implementation Directive For The Interconnection Of Communications And Information Systems (CIS)

Table 4 NATO Security Reference Documents

2.2.4. Other NATO Documents

Abbreviation	Full document Name and Reference
[NCIA AD 06.03.04, 2015]	Agency Directive AD 06.03.04 Test Verification and Validation - 20 February 2015

Table 5 NATO Reference Documents

2.3. Non-NATO Documents

2.3.1. Reference documents for Quality, Testing, and Integrated Logistic Support (ILS)

Abbreviation	Full document Name and Reference
[ISO/IEC 15288, 2015]	Systems and software engineering -- System life cycle processes
[ISO/IEC 12207, 2008]	Systems and software engineering -- Software life cycle processes
[ISO/IEC 25010, 2011]	Systems and software engineering — Systems and Software Quality Requirements and Evaluation (SQuaRE) — System and software quality models
[ISO 9000/ 9001, 2015]	Quality management systems - Fundamentals and vocabulary & Requirements
[ISO/IEC/IEEE 29119]	Software and systems engineering — Software testing
[ISO/IEC/IEEE-29119-3]	Software and systems engineering — Software testing - Test documentation
[SX000i-B6865-0X000-00, 1.1, 2016.]	International Guide for the use of the S-Series Integrated Logistics Support (ILS) specifications,

Table 6 Non-NATO Reference Documents

2.3.2. Applicable Hyperlinks

Hyperlink	Full document Name and Reference
https://developers.cloudflare.com/	Onboarding criteria for Cloudflare Edge Security Solution

Table 7 Hyperlinks

SECTION 3 : PHASES AND MILESTONES

3.1. Introduction

The delivery timelines for the project are ambitious and the Contractor shall make every effort necessary to avoid delays in execution of the Contract. The phases and delivery milestones of the project are described in this section. The Contract shall take these phases into consideration when creating the Project Management Plan (PMP) and the Project Master Schedule (PMS).

- 3.1.1. (SHALL) The Contractor shall meet or “exceed” the dates mentioned in Table 8 Milestone (Note: “Exceed” is to be understood as a situation where the Contractor has delivered earlier than the dates mentioned in the schedule, and the Purchaser has accepted the milestone accordingly).
- 3.1.2. (SHALL) The Contractor shall incorporate the Phases mentioned in this section into the PMP and PMS. Changes to the phases of the project shall only be considered after Purchaser approval.
- 3.1.3. (SHALL) The Contractor shall ensure that anything that may delay the implementation is brought to the attention of the PPM promptly.

3.2. Effective Date of Contract (EDC)

- 3.2.1. (SHALL) The EDC will be established at the time of Contract Award.

3.3. Phases

3.3.1. Phase one

Phase one aligns with Work Package 1 and constitutes the provisioning of the system. This phase has three distinct tracks: security, technical, and configuration. These phases and timelines are displayed in Figure 3.

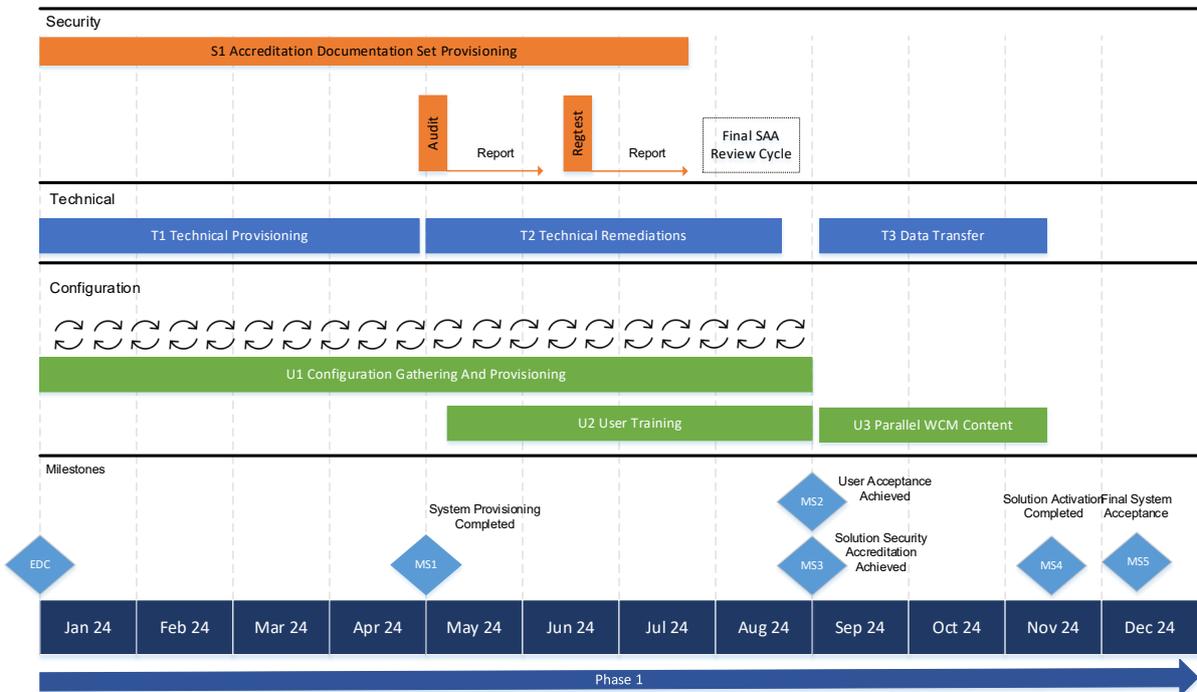


Figure 3 Milestones and Tracks - Phase 1

3.3.1.1. Security Track

The security track relates to all activities that are required to optimize the Security of the Solution and achieve SA. Without forward planning, Security Documentation and Achieving SA will pose a big risk to the success of the project. The Security Track is divided into four elements:

- S1 Security Accreditation Documentation Provisioning.

The Contractor shall deliver all SA documentation and gain written approval of all documents. The Contractor is free to choose the most suitable process for this effort but shall take the different dependencies and review times for documents into consideration. The process, exact planning, and Purchaser and SAA involvement shall be captured in the PMP and PMS

- Audit and Report.

The Security Audit on the system shall be performed by the Purchaser and will require 7 calendar days. On the last day of the audit, an audit debrief will be organized to discuss all findings that the Contractor shall remediate before the Audit Regression Test starts. After the audit debrief, a planning period of 30 calendar days is planned for the delivery of the Audit report by the Purchaser.

- Regression Test and Report

If there are any audit findings that are remediation by the Contractor, the Purchaser will organize an Audit Regression Test on the Solution to verify the changes made by the Contractor. The Audit Regression test will require 7 calendar days. On the last day of the regression test, a debrief will be organized to discuss all findings. After the regression test debrief, a planning period of one calendar month should be considered for the delivery of the Audit Regression Test report by the Purchaser.

- Final SAA Review Cycle

In the final review cycle, the SAA will review all documents and the results of the audit reports to conclude on a decision to grant SA of the Solution. This final review cycle takes one month.

- 3.3.1.1.1. (SHALL) The Contractor shall include one calendar month of SAA review time per review cycle per document in the ADS in the PMP and PMS. These reviews can be executed in parallel.
- 3.3.1.1.2. (SHALL) The Contractor shall include at least two review cycles per document before gaining SAA approval for that document in the PMP and PMS.
- 3.3.1.1.3. (SHALL) The Contractor shall include a planned Audit in week 19 of 2024 and a planned Regression Test in in week in 25 of 2024 as critical planning items in the PMP and PMS.
- 3.3.1.1.4. (SHALL) The Contract shall include the completion of MS1 (System Provisioning Completed) as a dependency for the start of the Audit in the PMP and PMS.
- 3.3.1.1.5. (SHALL) The Contractor shall include a calendar month of time required for the writing of the audit report and a calendar month of time required for the writing the regression test report in the PMP and PMS.

3.3.1.1.6. (SHALL) The Contractor shall include the ADS Dependencies displayed in Figure 4 in the PMP and PMS. Each document shall be approved before the next dependent document approval process is started.

3.3.1.1.7. (SHALL) The Contractor shall include a calendar month of time required for the SAA to execute a final review cycle in the PMP and PMS.

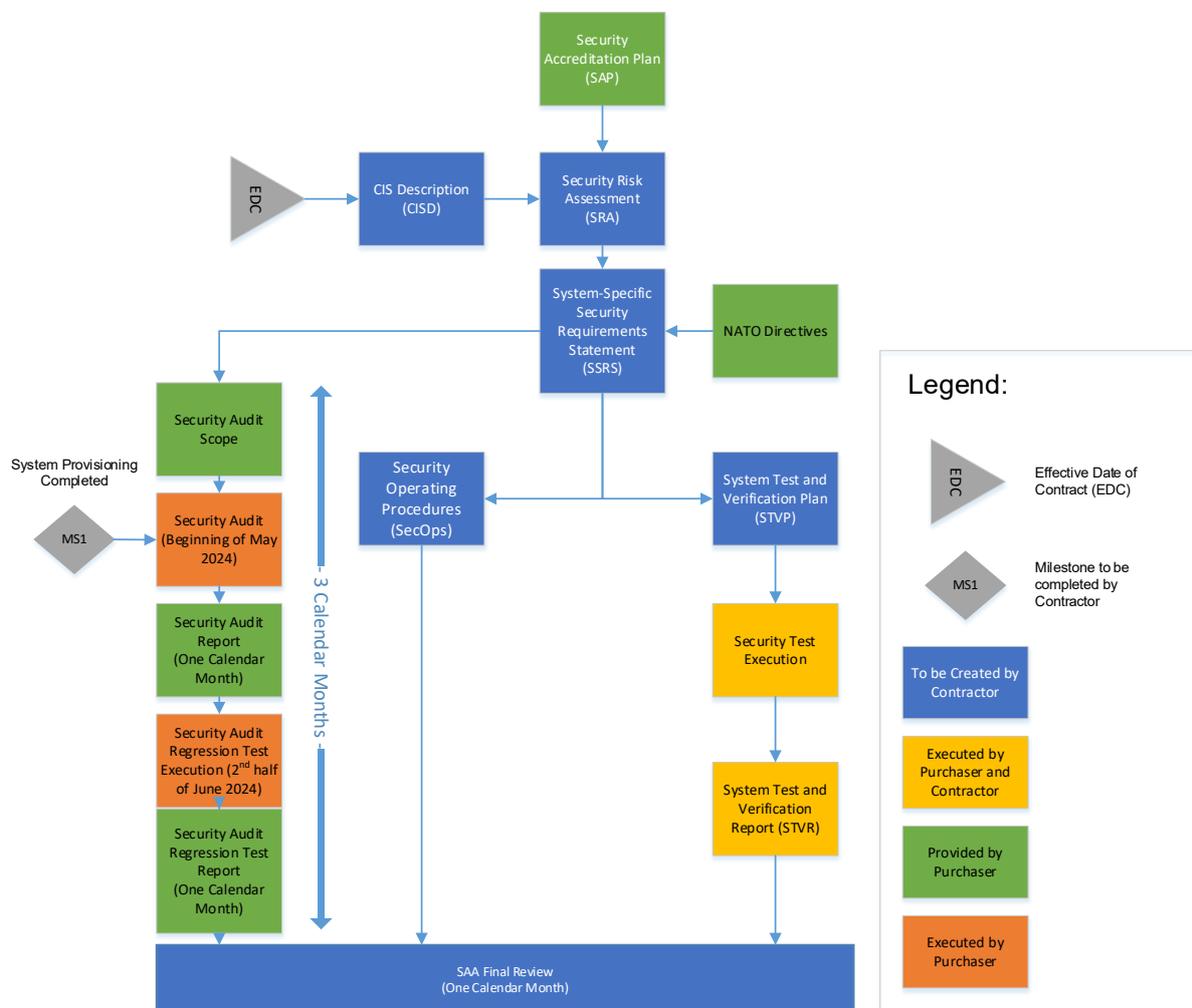


Figure 4 Dependencies ADS Documents and Audits

Further details on the responsibilities and content of each of the audits and documents in ADS during the SA process can be found in SECTION 8.

3.3.1.2. Technical Track

The technical track involves all the technical effort required to deliver a feasible solution that adheres to all the requirements in this SOW, including the transfer of the data from the WCM and DAMS systems to the Solution.

- T1 – Technical Provisioning

This block constitutes all the technical works needed to create the Solution, including the integration with NATO systems and the system of other Contractors. At the end of this phase, the milestone “System Provisioning Complete” is achieved and the system is considered mature enough to receive the security audit and start the configuration of the system.

- T2 – Technical Remediation

The security Audit for the solution is planned for 7 calendar days in the beginning of May 2024 and shall be concluded by an out-brief that details all the remediation actions that will be required to achieve accreditation of the Solution. The Contractor shall effectively use the time between the Audit and the Audit Regression test to ensure all technical remediation items are completed before Audit Regression Test Start (2nd half of June 2024).

- T3 Data Transfer and Activation

After the final SAA review cycle of the ADS has been completed and SA has been achieved for the solution, the Contractor shall execute a data-transfer from the WCM and DAMS systems to the Solution as per the Data Migration Plan (DMP). After the data transfer has successfully concluded, the Contractor shall activate the Solution so that end-users start using the new websites.

3.3.1.2.1. (SHALL) The Contractor shall include the dependency between the provisioning of the technical solution and the Security Audit in the PMP and the PMS.

3.3.1.2.2. (SHALL) The Contractor shall include the dependency between the Technical Remediation and the Security Audit Regression test in the PMP and the PMS.

3.3.1.2.3. (SHALL) The Contractor shall include the dependency between achieving SA for the Solution and the Start of the Data Migration in the PMP and PMS.

3.3.1.2.4. (SHALL) The Contractor shall include the dependency between achieving user acceptance and the start of the Data Migration in the PMP and PMS

3.3.1.2.5. (SHALL) The Contractor shall include the dependency between completing the Data Migration and Solution Activation in the PMP and PMS.

3.3.1.3. Configuration Track

The Configuration track constitutes all the effort required to ensure the User can effectively use the system. This includes the solicitation and implementation of the different configuration items as well as training for the users and ensuring a period in which the current WCM and DAMS systems as well as the Solution operate in parallel.

- U1 - Configuration Gathering and Provisioning

In this block, the Contractor will solicit the configuration items from the User and implement them in the Solution. For this effort, the Contractor is free to propose the most effective process that takes availability of the User organization into consideration. This block will focus on the creation and execution of the Solution Configuration Plan (SCP).

- U2 - User Training

After the Technical System Provisioning has been achieved and a baseline of configuration items have been included in the system. The Contractor can start training of the PDD staff. The most effective way of training and the time commitment required from the PDD staff will be proposed by the Contractor through the Training Plan (TP), which is subject to Purchaser approval.

- U3 – Parallel WCM Content

In the period of time that SA and UA for the Solution have been achieved but the Solution has not been activated yet, there will be a period of overlap during which there may be some duplication of effort across the systems. This period should be kept as short as possible.

3.4. Milestone Overview

Milestone	Delivery
MS1 System Provisioning Completed	EDC + 4 months
MS2 User Acceptance Achieved	MS1 + 4 months
MS3 Solution Accreditation Achieved	MS1 + 4 months
MS4 Solution Activation Completed	MS3 + 2.5 months
MS5 Final System Acceptance	MS4 + 1 month
MS6 Service Delivery Completed	End 2028
(Additional Years of Service)	End of each year

Table 8 Milestone Timelines and Dates

3.4.1. MS1 – System Provisioning Completed

This milestone is achieved when the technical provisioning of the system has been achieved according to the functional and non-functional system requirements defined in this SOW. Completion of this milestone is achieved by Purchaser acceptance of the technical implementation.

3.4.2. MS2 – User Acceptance Achieved

This milestone is achieved when the Purchaser considers the Solution configured and fit-for-purpose to be used in an operational capacity, including satisfactory training of the Purchaser staff. Completion of this milestone is achieved by Purchaser approval of the SCP (reference 4.4.12), TP (reference 4.7.7), and written acceptance of the configuration and training deliverables by the Purchaser.

3.4.3. MS3 – Solution Security Accreditation Achieved

This milestone is constitutes the granting of SA of the system according to the applicable security directives described in this SOW. Completion of this milestone is achieved by signature of the SA Statement of the Solution by the SAA.

3.4.4. MS4 – Solution Activation Completed

This milestone constitutes the cutover from the current WCM and DAMS system to the new solution, including transfer of the data. Completion of this milestone is achieved by Purchaser approval of the DMP, and the Solution Activation Plan. The Solution Activation can only be executed if the Purchaser formally approves the Pre-Activation Test (PAT).

3.4.5. MS5 – Final System Acceptance

FSA is the act by which the Purchaser has evaluated and determined that the implemented capability meets the requirements of Work Package 1 and that the Contractor has fully delivered all related requirements. This milestone is achieved by achieving MS1 through MS4.

3.4.6. MS6 – Service Delivery Completed

Service Delivery Completed constitutes the delivery of the service in an operational capacity according to the SLA requirements described in ANNEX B from the point of achieving MS5 (FSA) until the end of 2028. This milestone is achieved by Purchaser signoff.

3.4.7. Additional Years of Service

Additional Service Delivery Completed constitutes the delivery of the service in an operational capacity according to the SLA requirements described in ANNEX B from the point of achieving

MS6 until the end of each extended year. This milestone is achieved by Purchaser signoff at annual review.

An overview of the timelines and milestones is provided in Figure 1 Timeline Year 1 and Figure 2 Timeline following years.

SECTION 4 : WORK PACKAGE 1: PROVISIONING OF THE SOLUTION (CLIN 1)

4.1. Providing the Solution

The provisioning of the Solution shall entail all the resources including services, personnel, materials, components, training, equipment, data, documentation, and effort required to deliver a system. This work package shall include all the requirements marked (SHALL) in the System Requirements Statement (SRS) as described in SECTION 13 as well as all the project deliverables marked as (SHALL) in this section.

4.1.1. (SHALL) The Contractor shall procure and configure a public cloud based solution for the Purchaser while ownership of that solution will remain with the Purchaser at all times (see hereafter subsections 4.1.1.1 and 4.1.1.2). The Solution shall be provided as described by the requirements marked (SHALL) in as well as the requirements in this Section.

4.1.1.1 Intellectual Property

The Purchaser shall retain exclusive ownership, title and interest to any development, object/source code, any product, service, tool, application or result (regardless of the stage of finalisation), and derivative works thereof, developed by the Contractor or delivered under the Contract, both directly on the cloud based solution as well as outside a cloud based framework.

The Contractor shall ensure that the Purchaser shall be able to use all necessary or relevant third party technology (including cloud based technology) at its convenience based on a royalty-free, worldwide, irrevocable, sub-licensable, perpetual license to use. Such use shall be included into the overall Contract price.

The Contractor shall remain exclusively liable and responsible towards the Purchaser for any usage of third-party hosting, application or services throughout the Term of the Contract. Any cost or fee related to the licensing of any such third-party hosting, application or services shall be fully included into the final price for the Contract.

The Purchaser shall retain exclusive ownership, title, interest and all applicable intellectual property rights in and to the data (including personal data) and/or content provided (directly or indirectly) to the Contractor throughout the Contract.

4.1.1.2 Data Governance

The Contractor acknowledges that the performance of the Contract will require data (including personal data) to be processed, transmitted and/or stored (including via the Contractor's managed cloud provider). The Contractor shall comply with all applicable Data Protection Laws throughout the Term of the Contract. The Purchaser shall act as the data controller and the Contractor shall act as the data processor.

The Contractor shall provide, as integral part of its offer, a detailed and comprehensive overview of all necessary and/or appropriate **administrative, physical, and technical safeguards** that will be taken (both by the Contractor as well as the managed (cloud) service providers) to ensure the security, confidentiality and integrity of the Purchaser's data processed during the Term of the Contract.

The Contractor shall ensure that the (personal) data processed during the Term of the Contract (including cloud storing) shall be done so in a NATO country.

The Contractor ensures that the Purchaser shall at all times retain full access and control of the data processed by the Contractor (and/or its managed (cloud) service providers).

At the end of the Contract, regardless of the reason for its termination, the Purchaser shall have the right to an easy and rapid (latest 7 calendar days) **data extraction solution** offered by the Contractor at no additional cost. This shall mean that whenever the Contract is terminated or expires, in addition to any rights or remedies the Purchaser might have, the Purchaser shall have the right to obtain the solution and services provided for under the Contract by a third party, and that the Contractor hereby explicitly agrees to cooperate to the fullest extent necessary with the Purchaser and/or any third party (assigned by the Purchaser) so as to accomplish the transaction of the solution/data without an interruption or disruption of the business operations of the Purchaser. The Purchaser shall have one (1) year to request the Contractor to fully cooperate with the Purchaser and/or such assignee, if any, to facilitate the transfer of all deliverables provided by the Contractor up until such termination. This shall include a full transfer of all documentation, licenses for use of third-party (cloud) tools/solutions, and for the Contractor (including any managed (cloud) service provider) to prove that all of the Purchaser's data provide throughout the Contract have been destroyed (unless other instructions provided by the Purchaser). For reasons of clarity: the present paragraph shall also apply to Section 5 of the present SoW.

The Contractor acknowledges that any data provided by the Purchaser during the Contract is **protected by international treaties** and falls under the **inviolability of archives** as set out in the 1951 Ottawa Agreement on the Status of the North Atlantic Organization, National Representatives and International Staff and the 1952 Paris Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty. The Contractor shall ensure to invoke the aforementioned inviolability of NATO data towards any authority, instance or legally competent requestor asking for access to said NATO data. The Contractor shall inform the Purchaser of any such requests immediately and let the Purchaser interact with any authority, instance or legally competent requestor

- 4.1.2. (SHALL) The Contractor shall provide a solution that utilizes one of the products mentioned in Table 1 for the WCM functionality of the system.
- 4.1.3. (SHALL) The Contractor shall ensure that any system requirements described in this SOW by the requirements marked (SHALL) that are not covered by the system in 4.1.2 shall be provided by Commercial of the Shelf (COTS) solutions.

The current WCM and DAMS system have integrations with external systems (ANNEX C). The Contractor is free to re-use these integrations to provide the functionality described in this SOW.

- 4.1.4. (SHALL) If the Contractor decides to re-use one or more of the integrations, the Contractor takes full responsibility of the interconnection and the external system, including adherence to all (security) requirements described in this SOW.
- 4.1.5. (SHALL) Only if the functionality described in this SOW is not available as a COTS and if the functionality cannot be realized with current integrations shall the Contractor create custom functionality for the Purchaser – subject to Purchaser approval.

4.2. Organization

During the Solution Provisioning, clear definition of roles and responsibilities will be needed to ensure success. The mandatory roles are described in below and in Figure 5.

- 4.2.1. (SHALL) The Contractor shall appoint a Contractor Project Manager (CPM) as a single Point of Contact (POC) for the project.
- 4.2.2. (SHALL) The Contractor shall appoint a Contractor Quality Assurance Representative (CQAR) as the single POC for all quality-related aspects of the project (reference SECTION 12).

- NATO Roles

During the Solution Provisioning phase, NATO has specific roles assigned to the project.

- The **User** is one or more representatives of the PDD. They are the Points of Contact (POC) for all items related to configuration and functional requirements of the Solution.
- The Purchaser Project Manager (PPM) is an individual from the NATO Communication and Information (NCI) Agency and is the main POC for all items related to technical provisioning and Contracting during this phase of the project.
- The **SAA** is the NATO Office of Security (NOS) and they are the party within NATO that review the risk assessment and grant SA for the Solution
- The **NATO Quality Assurance Representative (NQAR)** is the NCI Agency Independent Verification and Validation (IV&V) Service line and their role is described in SECTION 12).

- 3rd Party Solution POC

The current WCM and DAMS system, as well as some of the integrated systems are (partially) managed by 3rd Party Contractors. In this project, each of these 3rd Party Contractors will have a POC for the integration with the Solution.

- Contractor Roles

During the Solution Provisioning phase, the Contractor shall have the following roles as a minimum to the project. The Contractor is free to propose additional roles as part of the PMP.

- The **CPM** is the main POC for this phase for all items that are not related to the quality of the project or the quality of the deliverables.
- The **CQAR** is the Contractor's POC for quality and their role is described in SECTION 12.

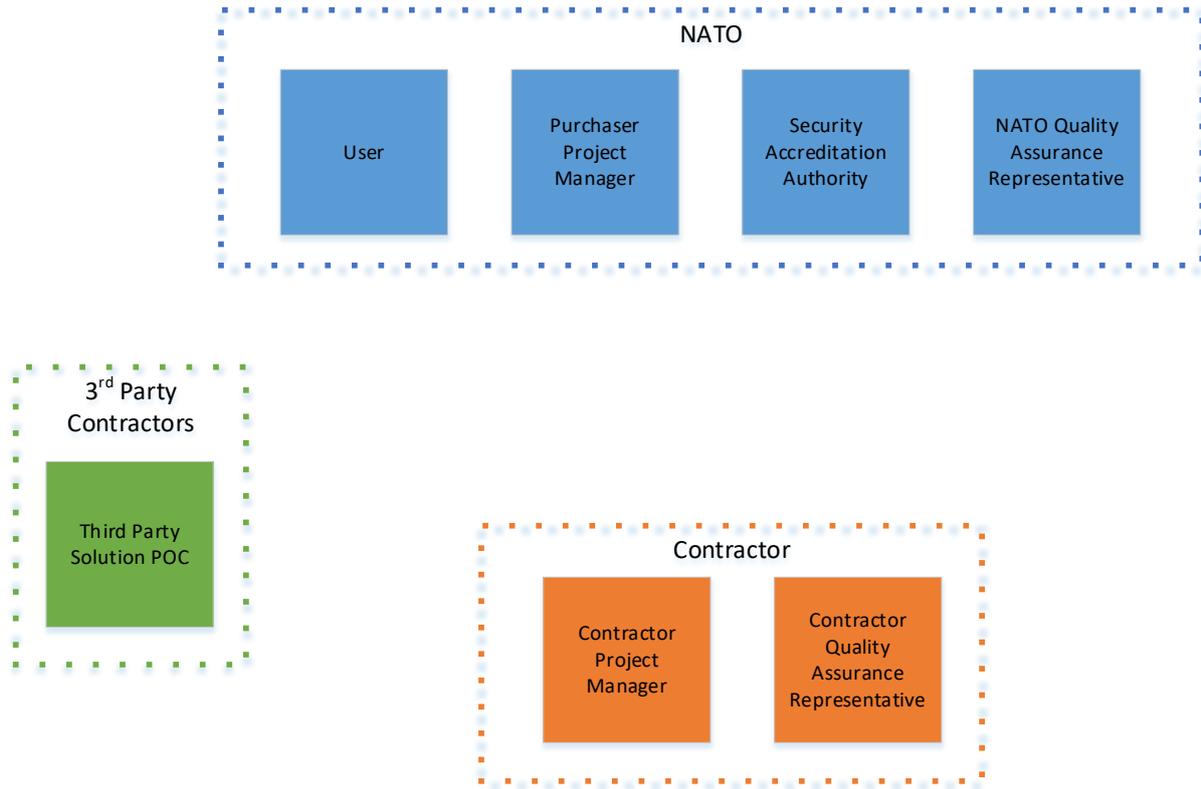


Figure 5 Roles During Solution Provisioning

The roles for the Service Delivery phase of the project are described in SECTION 5.

4.3. Project Management

The Purchaser uses the Projects IN Controlled Environments (PRINCE2) Agile Project Management Methodology during the execution of this Contract. The Contractor is free to use any project management methodology deemed efficient for this effort as long as there is a single POC for the project

4.3.1. (SHALL) The Contractor shall at all times ensure that:

- Adequate resources are applied to all activities undertaken under the Contract;
- Milestones are achieved in a timely manner;
- The project status information is comprehensively reported to the Purchaser in a timely manner;
- All risks to project achievement are identified and managed;
- Professional standards of project activities and deliverables through the application of QA techniques are applied;

4.3.2. (SHALL) The Contractor shall proactively coordinate and collaborate with other parties (NATO, Contractors) as required for the implementation of this project, in close coordination with the Purchaser.

4.3.3. (SHALL) The Contractor shall attend, organise and conduct meetings as required by the Purchaser.

4.4. Project Documentation

4.4.1. Project Management Plan (PMP)

4.4.1.1. (SHALL) The Contractor shall establish and maintain a PMP which shall describe how the Contractor will implement the totality of the project as specified in this SOW.

4.4.1.2. (SHALL) The Contractor's PMP shall cover all aspects of the project implementation that are appropriate to provide the capability as required by this Contract.

4.4.1.3. (SHALL) The Contractor's PMP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor plans with insight into the Contractor's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in this SOW.

4.4.1.4. (SHALL) The Contractor shall ensure that the PMP comprises of the following sections unless otherwise agreed to by the Purchaser:

- An 'Organisation' section describing the Contractor's organisation for this project according to the requirements. This section shall include an organisational chart showing the members of the Contractor's Project Team (including the members of the Contractor PMO) and showing their respective responsibilities and authority. This section should also include proposed Project Communication Plan.
- A 'Project Planning' section describing the Contractor's processes supporting the development and maintenance of the deliverables according to the requirements.
- A 'NATO Staff Involvement' section describing interactions with NATO staff, including the timeframes and expected involvement from NATO staff with the implementation and configuration activities.
- A 'Risk management' section describing the Contractor's processes supporting Risk Management by the Contractor.

4.4.2. Project Master Schedule (PMS)

The PMS will form the basis of aligning the planning between the Contractor and the Purchaser and will remain relevant throughout the lifecycle of the project.

4.4.2.1. (SHALL) The Contractor shall establish, maintain and deliver as required a PMS containing all tasks and milestones.

4.4.2.2. (SHALL) The PMS shall contain the following items unless otherwise stated by the Purchaser:

- Contain all events and milestones
- Delivery times of all documentation to be provided to the Purchaser

- Identify the critical path for the overall project
- Identify the start and finish dates, duration, predecessors, constraints (as necessary) and the total slack of each task
- Identify the main project milestones
- Identify the progress for each task
- Identify the applicable baseline, and shall show progress against the baseline
- Minimise the use of constraints and absolute dates
- Identify the main deliverables.

4.4.3. Service Delivery Plan (SDP)

The SDP shall describe the approach to Service Delivery after FSA has been reached and the Solution is in operations.

4.4.3.1. (SHALL) The Contractor shall create and maintain a SDP that describes the following items:

- Organization
 - The Contractor and Purchaser roles during the Service Delivery Phase
 - The Contractor's Points of Contract for each of the Contractor roles
- Communication
 - Communication mechanisms for service delivery and incident response
 - Hours of availability for both incident response and service support
 - Approach to reporting, including meeting formats and report formats
- SLA
 - Metrics used for each of the items in the SLA (reference ANNEX B)
 - Traceability between system components (COTS products) and the functional requirements in this SOW
 - Patching, Security, and License management
- Changes
 - Change management process for Purchaser-initiated changes (normally perfective changes (as per ISO 9126 (reference 2.3)))
 - Change management process for Contractor-initiated changes (normally corrective, adaptive, and preventive changes (as per ISO 9126 (reference 2.3))).
- Testing
 - Approach, timing, and cadence to each test related to service delivery (reference SECTION 5):
 - Monthly Stress Test
 - Yearly Fall-back Solution Test
 - Yearly Backup Test
 - Security Tests and Audits

- Contractor, Purchaser, and third-party responsibilities per test
- Risks and mitigations involved in each of the tests

4.4.3.2. Project Status Report (PSR)

The PSR is one of the mechanisms used by PMs to increase understanding and keep track of the progress of the project

4.4.3.3. (SHALL). The Contractor shall provide a weekly PSR to the Purchaser.

4.4.3.4. (SHALL) The Contractor's PSR shall at minimum summarise completed, ongoing, and upcoming activities, as well as attached updated PMS.

4.4.3.5. (SHALL) The Contractor shall ensure that the PSR summarises activities, including (but not limited to):

- Changes in key Contractor personnel;
- Summary of Contract activities during the preceding month, including the status of current and pending activities;
- Progress of work and schedule status, highlighting any changes since the preceding report;
- Change Requests status;
- Off-Specifications status;
- Test(s) conducted and results;
- Plans for activities during the following reporting period;

4.4.4. Security Accreditation Documentation Set (ADS)

The ADS contains all of the documentation required for the accreditation of the Solution.

4.4.4.1. (SHALL) The Contractor shall ensure that ADS comprises all documentation described in SECTION 8.

4.4.5. Contractor Cyber Incident Management Plan (CIMP)

4.4.5.1. (SHALL) The Contractor shall be required to deliver a CIMP that is aligned to cyber security controls in line with NATO Security Policy and its supporting directives.

4.4.5.2. (SHALL) The Contractor shall create, maintain and operate a formal incident response and forensic capability for protection of NATO Information residing on non-NATO Information Systems. The Contractor shall include the subcontractors and suppliers that perform support work that involves NATO Information.

4.4.5.3. (SHALL) The Contractor shall establish an incident-handling capability plan that consists of:

- Incident response policy and plan
- Procedures for performing incident handling and reporting
- Guidelines for communicating with outside parties regarding incidents

- Incident team structure and staffing model relationships and lines of communication between the incident response team and other groups,
- Both internal and external services the incident response team should provide, and
- Staffing and training the incident response team

- 4.4.5.4. (SHALL) The final Program CIMP shall be in Adobe Acrobat format with a digital signature from the Contractor cognizant authority
- 4.4.5.5. (SHALL) If no approved Program CIMP currently exists between the Contractor and NATO, then one must be created and submitted. If an approved Program CIMP already exists and sufficiently satisfies the CIMP requirements for the Contract, then no new CIMP delivery is required. In such cases, the Contractor in consultation with the Purchaser shall only submit a Contract Letter to the Contracting Officer stating that all CIMP requirements are satisfied by the existing Program CIMP.
- 4.4.5.6. (SHALL) The Contractor shall report cyber incidents that result in an actual or potentially adverse effect on the Contractor Communication and Information Systems (CIS) and/or NATO Information residing therein, or on a Contractor's ability to deliver on the requirement.
- 4.4.5.7. (SHALL) The Contractor shall report status of the incident-handling capability including plan-of actions for capabilities not at full operational status, and periodic operational status.
- 4.4.5.8. (SHALL) The Contractor shall provide status of a cyber-incident from first identification to closure as described in the CIMP.
- 4.4.5.9. (SHALL) The Contractor shall report cyber incidents for all section of the SOW to the Purchaser as described in the NCI Agency Special Provisions Clause, Cyber Incident Reporting.
- 4.4.5.10. (SHALL) The Contractor shall establish and document a digital forensics readiness plan, and upon an incident execute the plan on the Contractor CIS to include the collection, examination, analysis, and reporting.
- 4.4.5.11. (SHALL) The Contractor shall use a community-developed, standardized specification language for representing and exchanging information in the broadest possible range for cyber-investigation domains, including forensic science, incident response, and counter terrorism.
- 4.4.5.12. (SHALL) The Contractor forensic team assessment as required shall initiate corrective actions to include securing identified vulnerabilities, improve existing security controls, and provide recommendations for improvement to policies, procedures, tools, and other aspects of the forensic process.

4.4.5.13. (SHALL) Subject to the Purchaser's consultation with the Contractor's national cyber defense authority and/or as prescribed in the Contractor's nation's Memorandum of Understanding (MoU) on Cyber Defence with NATO, the Purchaser reserves the right to examine and audit all records and other evidence sufficient to reflect proper program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of NATO Information. If the Purchaser identifies any security deficiencies during the audit, the Contractor shall implement corrective actions to address the shortfalls identified during these assessments at its own expense within a timeframe agreed with the Purchaser. The Purchaser reserves the right to re-examine and audit evidence of the implemented corrective actions.

4.4.6. Requirements Traceability Matrix (RTM)

4.4.6.1. (SHALL) The Contractor shall develop and maintain a RTM that establishes a complete cross-reference between on the one hand the requirements stated in the SRS, System Security Requirements Statement (SSRS), and on the other hand the detailed contents of the SDS in terms of SDS statements and lowest-level CIs.

4.4.6.2. (SHALL) The Contractor shall maintain the RTM updated during the project lifecycle.

4.4.6.3. (SHALL) The Contractor shall provide the Purchaser with updates (via the tools) to the RTM daily during the execution of each formal test event, and following the conclusion of each acceptance test event. Content, Verification Methods to be used and the workflow for updating the RTM shall be proposed and documented in the PMTP by the Contractor and approved by the Purchaser.

4.4.6.4. (SHALL) The Contractor shall ensure that the RTM includes the following information (but is not limited to):

- List of all functional and non-functional requirements
- List of all numbered requirements in the SRA and the SSRS.
- For each requirement, two-way traceability between the requirement and the design feature that implements the requirement.
- For each requirement, identification of any Off-specifications associated with the requirement.
- For each requirement already successfully tested: identification of the test(s) or test waiver(s) on the basis of which the requirement was demonstrated.
- For each requirement not yet successfully tested: identification of the test(s) or test waiver(s) that are intended to demonstrate the requirement; identification of the associated problem report.

4.4.7. Technical System Design Specification (SDS)

4.4.7.1. (SHALL) The Contractor SDS shall describe the Solution to a level of detail that is sufficient for the Purchaser to be able to ensure that the requirements in this SOW are implemented.

4.4.8. Log Ingestion and Processing Survey (LIPS)

4.4.8.1. (SHALL) The Contractor shall support the Purchaser in the creation of a LIPS that details the logs to be provided from the solution to the Purchaser's SIEM. These logs will be a subset of the following:

- All event logs of cloud components that will process data related to the Solution
- All application of logs of the Solution
- All Security logs of cloud components that will process data related to the Solution

What logs are needed will be based on the SRA of the solution. Therefore it is important the planning takes the dependency between the SRA and the LIPS into consideration.

4.4.8.2. (SHALL) The Contractor shall include the dependency between the SRA and the LIPS in the PMP and PMS.

4.4.9. Training Plan (TP)

4.4.9.1. (SHALL) The Contractor shall provide a TP that describes the training approach, modality, planning, content, and Purchaser Involvement for the initial training activities required to make all users and application admins proficient operators of the Solution;

4.4.9.2. (SHALL) The TP shall include all the training required for the Users to execute works and responsibilities as described in 5.3.

4.4.10. Data Migration Plan (DMP)

The migration of data from the WCM and DAMS system to the solution is critical to the continuous character of the NATO websites. The Contractor shall prepare and execute a DMP that ensures safe transition of data between the systems without affecting availability.

4.4.10.1. (SHALL) The Contractor shall provide a DMP that describes the approach, activities, timing, responsibilities, risks, and rollback approach for data migration between the WCM and DAMS system and the Solution.

4.4.10.2. (SHALL) The DMP shall describe the full migration of data and metadata from the DAMS system to the Solution.

4.4.10.3. (SHALL) The DMP shall describe the migration of the initial WCM content that shall be migrated to the Solution as described by the Purchaser

4.4.10.4. (SHALL) The DMP shall describe the migration of WCM data that shall be migrated to the static archive website.

4.4.10.5. (SHALL) The Contractor shall ensure the structure, format and context of the migrated data will fit the new configuration as per the SCP (reference 4.4.12)

4.4.11. Solution Activation Plan (SOAP)

- 4.4.11.1. (SHALL) The Contractor shall provide a SOAP that describes the approach, activities, timing, responsibilities, risks, and rollback approach for switching end-user-traffic from the current WCM and DAMS systems to the Solution, including the activation of the fall-back solution.

4.4.12. Solution Configuration Plan (SCP)

The detailed requirements for configuring the system will have to be distilled from the User organization in the first stage of the project (reference 1.4.1.1). The Contractor shall create a collaboration process the User to ensure all the detailed configuration requirements are identified, captured, and implemented. The Contractor is free to select the most effective process but an iterative process that is based on close collaboration is advised. This requirements gathering process, together with the result will be described in the SCP.

The Contractor shall be aware that the configuration requirements will not be based on the current WCM and DAMS systems and processes. Instead, the configuration requirements shall be created "green field" with the User.

- 4.4.12.1. (SHALL) The Contractor shall provide a SCP that describes:

- **The Requirements Gathering Approach (RGA):** The process, planning, and Purchaser involvement to capture the solution implementation requirements from the User.
- **The Solution Configuration Approach (SCA):** The process, planning, and Purchaser involvement to configure the Solution so these workflows, privileges, and templates are available for use by the Purchaser.

- 4.4.12.2. (SHALL) The Contractor shall describe the following elements in the RGA and SCA of the SCP :

- Site Templates
- Component Schemas
- Content Statuses
- Workflows
- User-groups
- Users
- Privileges
- Dashboards
- Information Exchanges
- API Configurations

4.4.13. System Test Documentation Package (STDP)

- 4.4.13.1. (SHALL) The Contractor shall provide a STDP as per SECTION 11.

4.5. Documentation Delivery and Review

- 4.5.1.1. (SHALL) The Contractor shall deliver all documents to the Purchaser in electronic format (MS Office unless otherwise stated in this SOW) for review and approval. The Purchaser shall provide reasonable effort to review and approve these documents in a timely manner.
- 4.5.1.2. (SHALL) The Contractor shall ensure that any documentation delivered to the Purchaser has been properly reviewed according to Contractor quality management process.
- 4.5.1.3. (SHALL) All documentation provided by the Contractor shall be subject to Purchaser approval. The Contract should expect additional review rounds of the documentation before acceptance by the Purchaser is achieved.
- 4.5.1.4. (SHALL) The Contractor shall take into account Purchaser comments and shall issue up other documentation versions as required.

The acceptance of documents by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This acceptance in no way relieves the Contractor from its responsibilities to meet the requirements stated in this Contract.

- 4.5.1.5. (SHALL) The Contractor shall remain responsible for updating the documents in the course of the Contract (to correct errors, inconsistencies, omissions, etc. and to reflect changes in the system design, system implementation, support arrangements).

4.6. Design activities

- 4.6.1.1. (SHALL) The Contractor shall conduct the necessary activities and develop a design of the Solution at the Preliminary and Critical levels, including all interfaces to other systems to meet the SOW requirements.
- 4.6.1.2. (SHALL) The Contractor shall keep the SDS up to date throughout project execution, in particular in order to obtain and maintain the SA.

4.7. Solution Provisioning Activities

- 4.7.1. The Purchaser reserves the right to suspend the Contractor's installation and/or or activation work for up to 14 calendar days to avoid interfering with or disrupting other activities.
- 4.7.2. Technical System Provisioning
 - 4.7.2.1. (SHALL) The Contractor shall provision a solution that provides the functionality described in SECTION 12 and adheres to the SLA requirements in ANNEX B.

4.7.3. System Migration

(SHALL) The current WCM and DAMS systems contain data that is used daily by various users and end-users. The content, assets, metadata, user-data, workflow data, and privileges shall be migrated to the Solution.

- 4.7.3.1. DAMS Data

The current DAMS system contains approximately 450. TB of data consisting of videos, audios, images, texts, and metadata. This data will need to be included in the new solution to ensure its operational use in the new solution and to ensure the current on-premises DAMS solution can be decommissioned.

4.7.3.1.1. (SHALL) The Contractor shall migrate all DAMS data to the Solution according to the DMP (reference 4.4.10)

4.7.3.1.2. (SHALL) The Contractor shall preserve the logical structure in the migration of the DAMS data: hierarchies and dependencies and web content linkages.

4.7.3.1.3. (SHALL) The Contractor shall preserve the security restrictions of the content in alignment with the DAMS system and compatibility with the new solution.

4.7.3.2. WCM Data

The WCM data in the content-related data that is used on the nato.int website. A small portion of this data shall be transferred to the new solution as part of the new nato.int website while most of the data will be transferred to a Static Archive Website (SAW) that is accessible for historic reference.

4.7.3.2.1. (SHALL) The Contractor shall migrate the data of the WCM system to the Solution according to the DMP (reference 4.4.10)

4.7.3.2.2. (SHALL) The Contractor shall assist the User with the manual migration of selected content from the WCM system to the Solution to be used as active content, taking into consideration the new configuration.

4.7.3.2.3. (SHALL) The Contractor shall export the remaining data of the WCM system to the new solution as part of the SAW as per the DMP (reference 4.4.10)

4.7.4. Solution Activation

After the technical solution has been provisioned, testing has successfully concluded, and SA has been achieved, all the user-facing elements of the old WCM and DAMS system will have to be re-directed to the new solution.

4.7.4.1. (SHALL) The Contractor shall create a SOAP as per 4.4.11.

4.7.4.2. (SHALL) After Purchaser approval of the SOAP, the Contractor shall activate the Solution in close coordination with the Purchaser.

4.7.5. Solution Testing

4.7.5.1. (SHALL) The Contractor shall create a System Test Documentation Package as per 4.4.13 and in accordance with SECTION 11

4.7.5.2. (SHALL) The Contractor shall execute a series of tests to confirm that the Solution meets its requirements, in accordance with SECTION 11.

4.7.6. System Configuration

The new solution will have to be configured in a way that is aligned with the way-of-working of the PDD staff. This requires all configurable elements to be identified, captured, and

implemented during the first phase of the project (reference 1.4). ANNEX D gives an indication on the complexity of the configuration.

4.7.6.1. (SHALL) The Contractor shall create a SCP as per 4.4.12.

4.7.6.2. (SHALL) After Purchaser approval of the SCP, the Contractor shall execute the SCP.

4.7.7. Training

Training of the PDD as users and application administrators of the system will be a critical part of the adoption of the solution.

4.7.7.1. (SHALL) The Contractor shall provide a TP as described in 4.4.9.

4.7.7.2. (SHALL) After Purchaser approval, the Contractor shall provide the training as described in the TP.

4.7.8. Security Accreditation

All NATO systems require SA before NATO information can be processed. Therefore the Contractor will have to work with the SAA and the Purchaser to get SA of the system before it can become operational.

4.7.8.1. (SHALL) The Contractor shall achieve SA for the Solution as per SECTION 8.

SECTION 5 : WORK PACKAGE 2: SERVICE DELIVERY YEAR UNTIL END 2028

5.1. Introduction

After the Contractor has completed the first phase and the FSA milestone has been achieved, the Contractor will continue to coordinate and operate the service on behalf of the Purchaser as per the SLA (reference ANNEX B) and the below annual requirements.

5.2. Administering and Operating the Solution

5.2.1. (SHALL) The Contractor shall continue to administer and operate the Purchaser-owned public cloud based solution in section 4.1 and the SDP (reference 4.4.3)

5.2.2. (SHALL) The Contractor shall ensure that all licenses are registered with the NCI Agency as end-User. The Contractor shall ensure that any and all User Licenses and User Agreements presented to the Purchaser for signature shall be coherent with and make cross-reference to the terms of this Contract.

5.3. Organization

During the Service Delivery phase, the roles involved with the Solution shall be different from the Solution Provisioning phase. The roles for each of the parties involved is describe below and displayed in Figure 6.

- NATO Roles

During the Solution Provisioning phase, NATO has specific roles assigned.

- The **User** is one or more representatives of the PDD. They are the POC for all items related to service delivery and functional requirements of the Solution. The user has elevated privileges in the Solution and can connect to the Solution from a NATO network using a NATO-managed device or through Internet using a non-NATO managed device. It is planned to have 100 Users for the Solution. During this phase, the User will have the following responsibilities:
 - Application admin – able to configure the application (e.g. privileges, templates, workflows) with elevated privileges.
 - Content and asset management (e.g. creating and publishing content, creating and enriching assets).
- The **Service Delivery Manager (SDM)** is an individual from the NCI Agency and is the main POC for all items related to technical provisioning and Contracting during this phase of the project.
- The **SAA** is the NOS and they are the party within NATO that review the risk assessment and grant SA for the Solution
- The **NQAR** is the NCI Agency Independent Verification and Validation (IV&V) Service line and their role is described in SECTION 12).
- 3rd Party Contractor Roles
 - The **Third Party Solution POCs** are the 3rd Party Contractors responsible for different solution that have interaction or an interaction with the Solution. These will be the primary POCs for each solution.
 - The **Third Party Users** are individuals that operate the Solution and provide content to the NATO Users. They hold privileged access to the system and do not operate from within a NATO network, but instead shall use unmanaged devices to

access the Solution. Examples of these are translators and external content contributors. It is planned to have up to 100 Third Party Users for the Solution.

- Contractor Roles

During the Solution Provisioning phase, the Contractor shall have the following roles as a minimum to the project. The Contractor is free to propose additional roles as part of the PMP.

- The **SDM** is the main POC for this phase for all items that are not related to the quality of the service or the QA of the service.
- The **CQAR** is the Contractor’s POC for quality and their role is described in SECTION 12.

Next to the formal roles, there are also roles that could be utilized on an optional basis as described in SECTION 7

- End-users

The end-users are the ones that will be consuming the content and assets of the Solution. These users are the audience of the system and are categorized into three sets:

- **Regular End-users** are individuals that browse each of the sites and consume the information. They have no elevated privileges on the system and cannot download assets. The number of regular end-users is described in B.1.
- **Authenticated End-users** are individuals that can also browse each of the websites but they have the extended ability to download assets from the DAM portion of the Solution. This privilege is granted through single-factor authentication. There are around 10.000 Authenticated End-users.
- **Authenticated CIS** are digital systems that are allowed to connect to the Solution’s API and execute download and search actions in an automated manner. These systems require authentication by the User before they are granted these privileges.

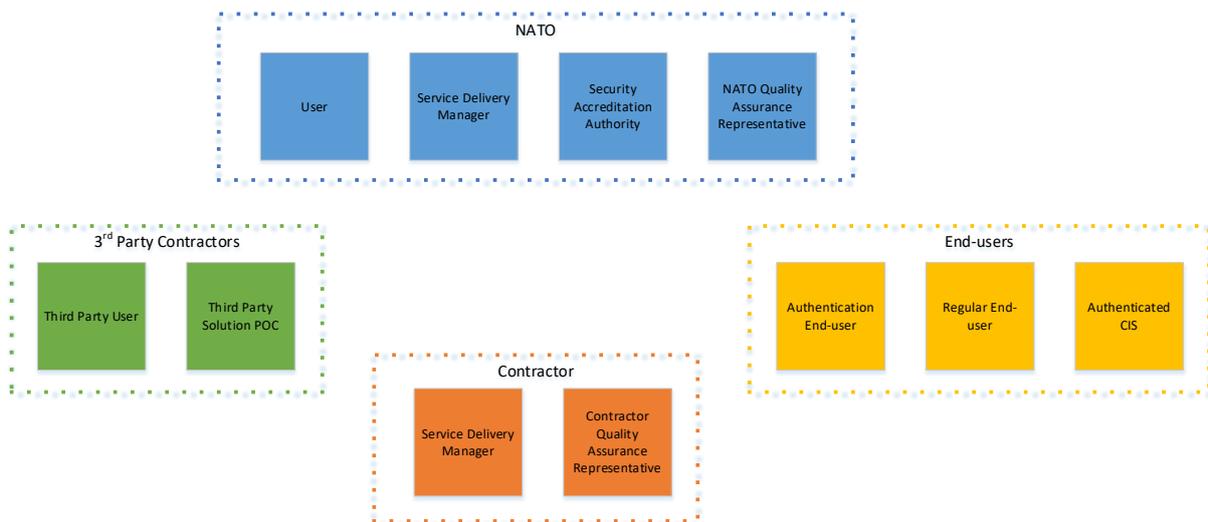


Figure 6 Roles During Service Delivery

5.4. Changes

Technology will continue to evolve over the course of this Contract. It is important that the Solution stays secure and relevant in the POP.

- 5.4.1. (SHALL) The Contractor shall inform the Purchaser of any significant changes in technology, software, dependencies, or best practices arising in the content management industry.
- 5.4.2. (SHALL) All changes considered corrective, adaptive, and preventive as per ISO 9126 (reference 2.3) shall be considered regular maintenance of the Solution and shall be executed by the Contractor without additional cost to the Purchaser.
- 5.4.3. (SHALL) At the request of the Purchaser, the Contractor shall incorporate any changes to the Solution that fall outside of corrective, adaptive, or preventive changes as per ISO 9126 (reference 2.3), based on the Costed Options List (COL – reference 7.2).

5.5. Monthly Stress Test

Part of the Purchaser's business continuity approach is a monthly stress test of the Solution.

- 5.5.1. (SHALL) On a monthly basis, the Contractor shall organize a Stress Test that is executed by the Contractor. A report of this test shall be provided to the Purchaser.
- 5.5.2. (SHALL) The Stress Test shall be executed by the independent third-party in close coordination with the Purchaser and the Contractor.
- 5.5.3. (SHALL) The Stress Test shall be based on the peak metrics for the system, as described in B.1.

5.6. Yearly Fall-back Solution Test

As the Fall-back Solutions remains critical to the business continuity approach of the Purchaser, the Fall-back Solution shall be tested on an annual basis.

- 5.6.1. (SHALL) The Contractor shall organize a yearly test of the Fall-back Solution together with the Purchaser.

5.7. Yearly Backup Test

Because of the historic value of the data maintained in the Solution, yearly tests of the backups shall be executed.

- 5.7.1. (SHALL) The Contractor shall organize a Yearly Restore Test of the backups. This includes the data backups and backups of the logs.
- 5.7.2. (SHALL) The Contractor shall provide the Purchaser with a report of the Yearly Restore Test.

5.8. Monthly Service Delivery Reporting

- 5.8.1. (SHALL) The Contractor shall provide a Monthly Service Delivery Report to the Purchaser with the following information:

- Patching
- Monthly Stress Test results
- Upcoming and ongoing changes (including status)
- Service Requests and their Status
- Overview of (security) incidents and findings

- Changes in Contractor personnel and/or points of contact
- Any downtime/service degradation in reporting period
- If applicable: results of the Fall-back test results and backup-test results
- Site usage in terms of
 - Monthly usage (# of Requests)
 - Data Transferred
 - Storage used

5.8.2. (SHALL) The Contractor shall organize a Monthly Service Delivery Retrospective meeting with the Purchaser in which the contents of the Monthly Service Delivery Report are presented.

5.9. Yearly Service Delivery Report

Next to the monthly reporting, the Contractor shall provide an annual reporting of the Service delivery of that year.

5.9.1. (SHALL) The Contractor shall provide an annual service report with an aggregate of the monthly Service Delivery Report with specific focus on outlying metrics and visible trends in the service delivery metrics.

5.10. Service Support

During the POP of the Contract, the Purchaser shall receive service support for the Solution. Service support is considered first-line helpdesk that deals with service requests, information sharing, and non-critical issues of the users.

(SHALL) The Contractor shall provide service support in the POP of the Contract from 08:00 until 18:00 on business days (excluding Belgium holidays) in the GMT+1 time zone.

(SHALL) The Contractor shall allow the Purchaser to make service request via phone and a ticketing system.

(SHALL) The Service Support shall include:

- Providing information on known issues and workarounds
- Answers to Frequently Asked Questions
- Registering of Non-critical Issues
- Logging of Feature Request
- Service Requests for changes to the following items:
 - Site Templates
 - Component Schemas
 - Content Statuses
 - Workflows
 - User-groups
 - Users
 - Privileges
 - Dashboards

5.11. Incident Response

An incident can either be discovered by the Contractor or the Purchaser and consists of two types:

- Critical – an incident (include cyber incident) that causes the end-user functionality of the Solution to be interrupted or degraded.
- Normal – an incident (including cyber incident) that causes other functionality (back-end) functionality of the Solution to be interrupted or degraded

5.11.1. (SHALL) The Contractor shall respond to Incidents from 08:00 until 18:00 on business days (excluding NATO holidays) in the GMT+1 time zone.

5.11.2. (SHALL) The Contractor shall respond to Incidents 24 hours per day during the entire duration of Critical Events (reference 1.7) and LMPs (reference 1.8).

5.11.3. (COULD) The Contractor could respond to Incidents 24 hours per day, 365 days per year.

SECTION 6 : WORK PACKAGE 3 (OPTION): ADDITIONAL 3 YEARS OF SERVICE DELIVERY

6.1. Introduction

After the Contractor has completed the first five years of Service Delivery by completing Milestone MS5 (reference 3.4.5), the Contract can optionally be extended to include another three years of service delivery.

6.2. Continuation of Service Delivery

6.2.1. (SHALL) The Contractor shall continue to deliver the service as described under Work Package 2 as described in SECTION 4.

SECTION 7 : WORK PACKAGE 4 (OPTION): ADDITIONAL CONTRACTOR SUPPORT

7.1. Introduction

During the execution of Work Package 2 and optionally Work Package 3, additional (technical) support from the Contractor might be required to further configure the system and to make perfective changes to the system (as per ISO 9126 (reference 2.3)). The Purchaser can decide to execute multiple instances of the options mentioned in this Work Package.

7.1.1. (SHALL) In the case that multiple options are needed to accomplish a perfective change to the Solution, the Contractor shall create a non-binding quote to the Purchaser that describes all options required. The process for providing and approving a quote will be established at EDC.

7.2. Costed Option List (COL)

7.2.1. (COULD) **Project Management Support** - The Contractor could provide one hour of Project Management Support where an individual is assigned to oversee all the Contractor efforts required for a significant perfective change.

7.2.2. (COULD) **Junior Technical Support** – The Contractor could provide one hour of Senior Technical Support where an individual shall plan, execute, test, and document complex perfective technical changes to the Solution.

7.2.3. (COULD) **Senior Technical Support** - The Contractor could provide one hour of Senior Technical Support where an individual shall plan, execute, test, and document complex perfective technical changes to the Solution.

7.2.4. (COULD) **Data Expert Support** - The Contractor could provide one hour of Data Expert Support where an individual execute any complex data-related effort, including but not limited to data-mining, data-analysis, data-structuring, data-migration, and data quality checks

7.2.5. (COULD) **Workflow Support** - The Contractor could provide one hour of Workflow Support where the Purchaser is assisted by an individual to make changes to the workflow of the Solution.

7.2.6. (COULD) **Content Support** - The Contractor could provide one hour of Content Support where the Purchaser is assisted by an individual to make changes to content (e.g. templates and component schemas).

7.2.7. (COULD) **Privilege Management and IAM Support** - The Contractor could provide one hour of Privilege Management and IAM Support where the Purchaser is assisted by an individual to make changes to the IAM aspect and privileges in the system (e.g. Identity Access Management and user-group management).

7.2.8. (COULD) **Solution Training** - The Contractor could provide one hour of Solution Training on the Solution as provisioned for this environment (e.g. on-the-job training). The per diem is not included in this option and will be contracted separately.

7.2.9. (COULD) **Product Training** - The Contractor could provide one hour of Product Training on one of the six products that will be provisioned as part of the Solution (reference Table 1 Short-list of WCM Products. The per diem is not included in this option and will be contracted separately.

- 7.2.10. (COULD) **Per Diem** – The Contractor could provide one day of travel, per diem, and any cost associated with providing any support on-premises at NATO Headquarters in Brussels, Belgium.

SECTION 8 : SECURITY ACCREDITATION

8.1. Information Classification

The Solution as well as the WCM and DAMS system have various levels of sensitive information that need to be viewed and processed by the Contractor.

- The maximum classification and ownership level of the information that is processed by the Solution is NATO UNCLASSIFIED.
- Notwithstanding the NATO UNCLASSIFIED confidentiality level of the information contained in the Solution, it is of utmost importance that the integrity and availability of the information is ensured at all times.
- While integrating with the Purchaser's CIS or CIS provided by 3rd party contractors, the Contractor might need to process NATO RESTRICTED information.

8.1.1. (SHALL) The data in the current WCM and DAMS systems as well as in the future Solution shall protected as NATO UNCLASSIFIED because the public information originated from NATO.

8.1.2. (SHALL) The Contractor shall be aware of sensitivity and ownership of the data being processed and shall adhere to the applicable Security Requirements of the data according to the policies in 2.2.3.

8.2. Security Accreditation Requirements

The SAA for the Solution is the NOS. Coordination with the SAA will be conducted by the Purchaser.

8.2.1. (SHALL) The Solution shall achieve SA, in order to demonstrate compliance with the NATO relevant Security Policy, supporting directives and system-specific documentation (e.g., System Security Requirement Statements (SSRS) and to be granted authority to go live.

8.2.2. (SHALL) To receive a SA statement from the SAA, the Contractor shall develop an ADS (reference 8.3) and obtain SAA approval for the individual documents. The Contractor should expect a number of review rounds per document before it will be approved by the SAA.

8.2.3. (SHALL) The Contractor shall produce a Security Test and Verification Plan (STVP), execute security testing witnessed by the Purchaser and formally documented in a Security Test and Verification Report (STVR) as part of the ADS.

8.2.4. (SHALL) The Contractor shall support security audits from both independent third-party auditors (selected by the Contractor) and Audits executed by the Purchaser, including but not limited to:

- Security Testing and Verification
- Type 3 Security Audits (i.e. validation tests)
- Type 4 Security Audits (i.e. pen-testing)

- 8.2.5. (SHALL) Type 3 and Type 4 Security Audits are conducted by the NATO Cyber Security Center (NCSC) in line with [AC/35-D/2005-REV3]. A Type 3 Security Audit audit comprises amongst others vulnerability detection, software inventory, system patching & update services, insecure port & service detection, anti-malware measures, data loss prevention and security configuration. The Audit results will be communicated in a report. The Contractor shall address any findings and recommendations from the Audit and report on remediation status.
- 8.2.6. (SHALL) Where the remediation of audit findings results in the modification of the design (without introducing additional components), other documentation requirements, and changes to configuration of components, the Contractor shall consider these changes to be within the technical and financial scope of this Contract; no Engineering Change Proposal (ECP) shall be generated. Where the implementation of security measures results in a requirement for additional components to be procured for implementation that could not be reasonably foreseen beforehand, an ECP shall be raised by the Contractor.
- 8.2.7. (SHALL) The Contractor shall take action to follow, carry out the necessary work, and to implement the advice, instructions and changes required to remediate findings resulting from security testing and security audit(s).
- 8.2.8. (SHALL) The Contractor shall take action to follow, carry out the necessary work, and to implement the advice, instructions and changes required by the SAA.
- 8.2.9. (SHALL) The Contractor shall designate Security Subject Matter Experts (SME) as points of contact for SA and security-related issues.
- 8.2.10. The Contractor may need to request Approval for Pilot (AfP) before the interim Security Accreditation (iSA) can be requested to the SAA. The AfP will have to be agreed by the Purchaser with the SAA, in order to define to what extent the Solution may be operated during a period of time ad until iSA is requested and granted.

8.3. Security Accreditation Documentation Set (ADS)

The achievement of the Solution SA will require a prescribed set of security documentation to be produced based on SA documentation templates. The templates will be made available to the Contractor after the EDC.

- 8.3.1. (SHALL) The Contractor shall produce SA documentation and provide inputs to documents in support of the Solution SA.
- 8.3.2. (SHALL) The Contractor shall identify and document any COTS products included in the system in the security documentation.

The documentation to be developed to support the Solution SA process is listed in the table; which also summarizes responsibilities related to the development of each document Column “Baseline/Guidance” lists available templates, relevant NATO Security Directives and Guidance, and similar documentation existing NATO CIS which can be used as an example or initial input. All Security Accreditation documents will be subject to Purchaser and SAA approval.

Document	Baseline/Guidance	Contractor Responsibility (The Contractor shall)	Purchaser Responsibility
Security Accreditation Plan (SAP)	Latest approved SAP template	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Create the SAP

Document	Baseline/Guidance	Contractor Responsibility (The Contractor shall)	Purchaser Responsibility
CIS description (CISD)	CISD template NU Reference baselines	<ul style="list-style-type: none"> • Create the CISD document based on the CISD template provided by the Purchaser. 	<ul style="list-style-type: none"> • Provide template and guidance to the Contractor • Review • Coordination with the SAA
Security Risk Assessment (SRA)	SRA template	<ul style="list-style-type: none"> • Provide support to Purchaser for SRA development • Address any additional technical security requirements from the SRA 	<ul style="list-style-type: none"> • Provide SRA template • Identify scope, assets, threats and vulnerabilities • Review • Coordination with the SAA
Site Security Requirement Statement (SSRS)	SSRS template	<ul style="list-style-type: none"> • Develop SSRS • Provide technical input to SSRS 	<ul style="list-style-type: none"> • Provide template • Provide guidance and support to Purchaser • Review • Coordination with the SAA
Security Test & Verification Plan (STVP)	STVP template	<ul style="list-style-type: none"> • Develop STVP 	<ul style="list-style-type: none"> • Provide template • Provide guidance and support to the Contractor • Review • Coordination with the SAA
Security Test Report (STR)	STVR template	<ul style="list-style-type: none"> • Execute testing • Record results 	<ul style="list-style-type: none"> • Provide test report template • Supervise and witness security testing
Security Operating Procedures (SecOPs)	SecOPs	<ul style="list-style-type: none"> • Production and delivery of SecOPs 	<ul style="list-style-type: none"> • Provide generic SecOPs template • Provide guidance and support to the Contractor • Review • Coordination with the SAA

Table 9: Security Accreditation Documentation and Contractor Responsibility

Security Accreditation Plan (SAP)

- 8.3.3. (SHALL) A Security Accreditation Plan for the Solution shall be developed by the Purchaser.
- 8.3.4. (SHALL) The SAP shall describe the steps to be taken to achieve SA of the Solution.
- 8.3.5. (SHALL) The Contractor shall strictly adhere to the SA activities described in the SAP as approved by the SAA. All activities related with the SA process shall be identified in the PMP and correlated with the overall system design and implementation.

CIS Description (CISD)

- 8.3.6. (SHALL) A CISD for the Solution shall be developed by the Contractor. A template will be provided by the Purchaser.
- 8.3.7. (SHALL) The CISD shall be formulated by the Contractor at the earliest stage of the project. The Contractor shall maintain the CISD during the project, including all relevant information taken from the SDS as required to understand the content of the CISD document. CISD shall be standalone document and shall not refer to any document from SDS.
- 8.3.8. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the CISD document as many times as necessary in order to obtain SAA approval.

Security Risk Assessments (SRA)

- 8.3.9. (SHALL) The Contractor shall support the development of the SRA, including risks related to modern CIS technologies and the Solution specific risks. The SRA shall be conducted in accordance with AC/35-D/1017.
- 8.3.10. (SHALL) The Contractor shall consider any change to be within the technical and financial scope of this Contract whenever the implementation of security measures results in the modification of the design, other documentation requirements, and changes to the Solution; no changes to the Contract shall be generated.
- 8.3.11. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the SRA as many times as necessary in order to obtain SAA approval.

System-specific Security Requirements Statement (SSRS)

A SSRS will be developed, as directed by the SAA, defining the security requirements for the Solution.

- 8.3.12. (SHALL) The Contractor shall support the development of the SSRS to include the minimum levels of security deemed necessary.
- 8.3.13. (SHALL) The SSRS shall be formulated at the earliest stage of the project and shall be further developed and enhanced and updated as the project develops.
- 8.3.14. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and SHALL update the SSRS as many times as necessary in order to obtain SAA approval.

Security Test and Verification Plan (STVP)

The STVP provides a plan of all security tests. The STVP shall be generated by the Purchaser with support provided by Contractor.

- 8.3.15. (SHALL) The Contractor shall support the development of STVP, using the STVP template provided by the Purchaser.
- 8.3.16. (SHALL) The Contractor shall ensure all security mechanisms are planned for testing.
- 8.3.17. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the STVP as many times as necessary in order to obtain SAA approval.

Security Test and Verification Report (STVR)

The STVR provides results of all security tests specified in the STVP.

- 8.3.18. (SHALL) The Contractor shall execute the SAA approved STVP under the supervision of the Purchaser.
- 8.3.19. (SHALL) The Contractor shall produce and deliver a STVR, containing results of all security tests specified in the STVP, using the template provided by the Purchaser.
- 8.3.20. (SHALL) The Contractor shall ensure security test identifiers are preserved in the Report as defined in the STVP.

Security Operating Procedures (SecOPs)

SecOPs will be developed for the Solution. The SecOPs are a description of the implementation of the security measures to be adopted, the operating procedures to be followed and the responsibilities of the personnel.

- 8.3.21. (SHALL) The Contractor shall deliver the Solution SecOPs using the template provided by the Purchaser.
- 8.3.22. (SHALL) SecOPs shall also cover all security requirements identified in the SRA and SSRS which are not fully fulfilled by technical countermeasures. For example, following security procedures should be addressed (not exhaustive list):
- System configuration and maintenance;
 - System backup;
 - System recovery, etc.
- 8.3.23. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the SecOPs as many times as necessary in order to obtain SAA approval.

8.3.24. Security Documentation Review

All documents for SA shall be subject to Purchaser and SAA review and approval. The Contractor should expect a number of review rounds per document before it will be approved by the SAA.

- 8.3.25. (SHALL) The Contractor shall produce Security Documentation under the close supervision and guidance of Purchaser's specialists.
- 8.3.26. (SHALL) The Contractor shall submit Security Documentation to the Purchaser for review before submission to SAA for approval.
- 8.3.27. (SHALL) The Contractor SHALL take into account any comments from the Purchaser and SAA and shall update the ADS as many times as necessary in order to obtain SAA approval.
- 8.3.28. Security Mechanisms to be implemented by the Solution
The Security Mechanisms to be implemented by the Solution will be based on:
- a. The outcome of the SRA, and
 - b. CIS Security Technical and Implementation Directive for the Security of Web Applications (Reference 2.2.3) and
 - c. Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems (Reference 2.2.3), and
 - d. Technical and Implementation Directive on CIS Security (Reference 2.2.3), and
 - e. Technical And Implementation Directive For The Interconnection Of Communications And Information Systems (Reference 2.2.3).
- 8.3.29. (SHALL) The Contractor shall address SRA-recommended changes in security mechanisms in the design.
- 8.3.30. (SHALL) The Contractor, in the Solution design, shall include implementation of the Security Mechanisms and provide full traceability of high level security measures requirements down to the implementation level.
- 8.3.31. (SHALL) The Contractor shall maintain an end-to-end traceability of the required security measures throughout the project.
- 8.3.32. (SHALL) The Contractor shall include any additional security measures resulting from the follow-on risk assessments as part of the end-to-end traceability.
- 8.3.33. (SHALL) The Contractor shall design the security mechanisms for the Solution to be complementary to not overlap with the NATO wide IA Services capability already provided by other NATO systems.
- 8.3.34. (SHALL) The Contractor shall design the Solution security mechanisms to integrate with the existing NATO wide IA Services capability.
- 8.3.35. (SHALL) The Contractor shall implement the security mechanisms, approved by the Purchaser after coordination with the SAA, as a part of the Solution design and SA work and shall produce the associated documentation.

SECTION 9 : NATO INFORMATION PROTECTION

- 9.1. (SHALL) The Contractor shall identify all NATO Information associated with the execution and performance of this Contract. At the post-award conference, the Contractor and Purchaser PM shall identify and affirm marking requirements for all NATO Information to be provided to the Contractor, and/or to be developed by the Contractor, associated with the execution and performance of this Contract.
- 9.2. (SHALL) The Contractor shall track all NATO Information associated with the execution and performance of this Contract. The Contractor shall document, maintain, and upon request, provide to the Purchaser, a record of subcontractors, vendors, and/or suppliers who will receive or develop NATO Information and associated with the execution and performance of this Contract.
- 9.3. (SHALL) The Contractor shall restrict unnecessary sharing and/or flow down of NATO Information associated with the execution and performance of this Contract – in accordance with NATO marking and dissemination requirements and based on a ‘need-to-know’ to execute and perform the requirements of this Contract.
- 9.4. (SHALL) The Contractor shall develop and store all NATO technical data (e.g., source code) in a secure facility. The Contractor shall prevent computer software, in the possession or control of non-NATO entities on non-NATO information systems, from having connections to the network through segregation control (e.g., firewall, isolated network, etc.).
- 9.5. (SHALL) The Contractor shall flow down the requirements of this clause to their subcontractors, vendors, and/or suppliers.

SECTION 10 : SAFEGUARDING OF NATO RESTRICTED INFORMATION

- 10.1.** (SHALL) The Contractor shall identify all NATO Information associated with the execution and performance of this Contract. At the post-award conference, the Contractor and Purchaser PM shall identify and affirm marking requirements for all NATO Information to be provided to the Contractor, and/or to be developed by the Contractor, associated with the execution and performance of this Contract.
- 10.2.** (SHALL) The Contractor shall track all NATO Information associated with the execution and performance of this Contract. The Contractor shall document, maintain, and upon request, provide to the Purchaser, a record of subcontractors, vendors, and/or suppliers who will receive or develop NATO Information and associated with the execution and performance of this Contract.
- 10.3.** (SHALL) The Contractor shall restrict unnecessary sharing and/or flow down of NATO Information associated with the execution and performance of this Contract – in accordance with NATO marking and dissemination requirements and based on a ‘need-to-know’ to execute and perform the requirements of this Contract.
- 10.4.** (SHALL) The Contractor shall develop and store all NATO technical data (e.g., source code) in a secure facility. The Contractor shall prevent computer software, in the possession or control of non-NATO entities on non-NATO information systems, from having connections to the network through segregation control (e.g., firewall, isolated network, etc.).
- 10.5.** (SHALL) The Contractor shall flow down the requirements of this clause to their subcontractors, vendors, and/or suppliers.

SECTION 11 : TEST, VERIFICATION AND VALIDATION

11.1. TV&V activities

- 11.1.1. (SHALL) All information items used during the verification and validation activities shall be handled according to their security classification, in accordance with the applicable Security Directives (reference 2.2.3).
- 11.1.2. (SHALL) The Contractor shall have the overall responsibility for meeting the TV&V requirements and conducting all related activities. This includes the development of all TV&V documentation required under the Contract, the conduct of all-independent verification and validation as well as the evaluation and documentation of the results.
- 11.1.3. (SHALL) All Contract-related deliverables supplied by the Contractor shall be verified and validated to meet the requirements of this Contract.
- 11.1.4. (SHALL) All document-based deliverables shall be produced in a manner compliant with the templates provided by the Purchaser.
- 11.1.5. (SHALL) Each (Acceptance) Test Event shall start with the Test Readiness Review (TRR) and finishes with the Event Review Meeting (ERM).
- 11.1.6. (SHALL) During each (Acceptance) Test, a daily progress debrief shall be scheduled. Participation to the daily progress debrief will be agreed between Purchaser and Contractor. The aim of the debrief is to get a common understanding on what tests were run, which passed, which failed, and whatever defects were reported during the day.
- 11.1.7. (SHALL) For each TV&V activity, the Contractor shall provide log/record of the event, including but not limited to individual test results, defects found, requirement coverage, test execution durations, deviations during execution and sign-off for each result by both the Contractor and Purchaser.
- 11.1.8. (SHALL) The Contractor shall support Purchaser led Validation activities to confirm that the Solution is fit for purpose.
- 11.1.9. (SHALL) The Contractor shall be responsible for the planning, execution and follow-up of all TV&V activities. The Purchaser will assist in preparations by reviewing and providing feedback on all Contractor produced Configuration Items. The Purchaser will also provide testing and Functional Expertise during all TV&V activities to witness and assist with these activities.
- 11.1.10. (SHALL) The Contractor shall demonstrate to the Purchaser that there is a Test Process in place for the project, supported by Contractor QA.
- 11.1.11. (SHALL) Where requested by the Purchaser, the Contractor shall provide test data to support all TV&V activities. Test data shall be prepared by Contractor with support from the Purchaser and made available before each test activity. The Contractor shall provide, if necessary, a Data Sheet with all Master data needed to execute the test scenarios.
- 11.1.12. (SHALL) The Contractor shall follow the Purchaser defined TV&V processes.
- 11.1.13. (SHALL) If the Contractor wishes to propose a modification to the process, the proposal shall be approved by the Purchaser and documented accordingly.
- 11.1.14. (SHALL) The Contractor shall ensure that rigorous testing, including regression testing when required, is performed at every step in order to identify and correct defects as early as possible and minimise impact on cost and schedule.

- 11.1.15. (SHALL) All test, verification and validation material developed and used under the Contract shall be delivered to the Purchaser.
- 11.1.16. (SHALL) The Contractor shall appoint a Test Manager (See Section 2.3.4.11) for the activities defined in Table 6. Who will work closely with the Purchaser's assigned NQAR. The Purchaser will appoint Functional Experts for each test activity.
- 11.1.17. (SHALL) The Contractor shall have the overall responsibility for meeting the TV&V requirements and conducting all related activities during each Test Step or Event defined in Table 6 below:

Phase	TV&V Activity	Purchaser Involvement
<p>Phase 1 (Solution Provisioning)</p>	<p>System Integration Test (SIT) – Requirements based testing, focused on verifying integration of the different components together and with any external interface as defined by the SOW. Including but not limited to the Purchaser SIEM, the Purchaser Edge Security Solution, and APIs with external systems</p> <p>User Acceptance Test (UAT) – Scenario based testing, focused on validating the system as per User needs. Testing by users to determine whether or not a system complies with its functional requirements and satisfies user needs.</p> <p>Initial Stress Test (IST) – Initial peak-test of the non-functional requirements of the Solution. The Initial Stress Test shall test all elements described in the SLA (reference ANNEX B) under the peak circumstances described in B.1.</p> <p>Fall-back Solution Test (FBST) - Operational test of the Fall-back Solution described in 5.5. This test shall validate the readiness of the fallback Solution to be activated by the Purchaser at any time.</p> <p>Pre-activation-test (PAT) – A regression test of the SIT, UAT, IST, and FBST after the WCM and DAMS data have been transferred to the Solution. This test shall assess the readiness for the Solution to be activated.</p>	<p>Review: Test Plans, Test Data, Test Planning, and Test Reports of all tests in phase 1.</p> <p>Participate: Test Preparation of the Purchaser owned Systems and test execution/witness.</p>

Phase	TV&V Activity	Purchaser Involvement
<p>Phase 2 and optionally phase 3 (Service Delivery)</p>	<p>Monthly Stress Test (MST) – Peak-test of the non-functional requirements of the Solution. The Monthly Stress Test shall test all elements described in the SLA (reference ANNEX B) under the peak circumstances described in B.1.</p> <p>Yearly Fall-back Solution Test (YFBST) - Annual test of the Fall-back Solution described in section A.1.5. This test shall validate the readiness of the fallback Solution to be activated by the Purchaser at any time.</p> <p>Yearly Backup Test – Annual restoration test of both the data-backups and the log backups. This test is to verify both types of backup adhere to the restoration-time and retention time described in the SLA (reference ANNEX B)</p>	<p>Review: Test Plans, Test Data, Test Planning, and Test Reports of all tests in phase 2 and optionally phase 3.</p> <p>Participate: Test Preparation of the Purchaser owned Systems and test execution/witness.</p>

Table 6 - List of TV&V Activities

- 11.1.18. The Purchaser reserves the right to monitor and inspect the Contractor’s TV&V activities to verify their compliance with the requirements set forth in this Contract.
- 11.1.19. (SHALL) The Contractor shall only proceed to the next formal TV&V activity, after the successful achievement of the previous TV&V activity and after the agreement/approval by the Purchaser.
- 11.1.20. (SHALL) The Contractor shall generate and deliver automated test procedures/cases compatible with Purchaser test management and automation tools.
- 11.1.21. (SHALL) The Contractor shall make use of automated testing and supporting testing tools (Test management, requirement coverage, defect management, etc.) to the maximum applicable extent, for all system development, implementation, internal and formal tests. The process and proposed supportive tools shall be described in the Project Master Test Plan (PMTP).
- 11.1.22. (SHALL) The Contractor shall identify and describe in the Project Master Test Plan (PMTP) which best practices and international standards will be applied and how.
- 11.1.23. (SHALL) The Contractor shall describe how the Quality Based Testing is addressed and implemented in the PMTP. ISO 25010 should be used as product quality criteria model.
- 11.1.24. (SHALL) The Contractor shall describe all formal TVVA activities in the PMTP with testing methodology and strategy that fit the development methodology chosen by the Project.
- 11.1.25. (SHALL) At the start of each Test Steps or Event, the Contractor shall follow TV&V process defined in PMTP to perform the following activities:
 - Planning and management of the test activity;

- The design and development of all tests cases and associated documentation required under this Contract;
- Running a TRR to go through the TRR checklist;
- The conducting of all testing;
- Reporting the results in a Test Review Meeting (TRM) ; and,
- Closure of the test Event (including the final version of all test artefacts created during the test event, providing an updated status of requirements verified and an updated status of all defects).

11.1.26. (SHALL) The Contractor shall describe in the PMTP the proposed testing methodology to complete and achieving the success in all the test phases and shall describe how the following objectives will be met:

- Compliance with the requirements of the Contract;
- Verification that the design produce the capability required;
- Compatibility among internal system components;
- Compliance with the SRS requirements;
- Compliance with external system interfaces and/or systems;
- Confidence that system defects are detected early, classified and tracked through to correction, including re-test and regression approach;
- Compliance with Purchaser policy and guidance (i.e. security regulations, etc.)
- Operational readiness and suitability; and
- Product Quality Criteria.

11.1.27. (SHALL) The Contractor shall describe the Contractor's Test Organization and its relationship with the Contractor's Project Management Office and Quality Assurance (QA) functions in the PMTP.

11.1.28. (SHALL) The Contractor shall describe in the PMTP the "Entry" and "Exit" criteria for each of the formal TVVA events. The Contractor shall seek approval of all criteria related to an event not later that the TRR of the event.

11.1.29. (SHALL) The Contractor shall provide in the PMTP the schedule, location and scope for all the events to be run, specifying to which phase they belong. When the Contractor identifies that multiple events are required for a phase, this shall also be specified in the PMTP.

11.1.30. (SHALL) The Contractor shall provide together with the PMTP a Defect Reporting and Management Plan (DRMP) to explain the Defect Reporting and Management process to be applied during all TVVA activities. Additionally, Contractor shall describe how defects/non-conformances encountered during TVVA events will be reported, managed and remedied.

11.2. Deliverables

11.2.1. (SHALL) The Contractor shall provide a STDP, that is comprised of the following documents:

Deliverable	Sent to Review/Approve
The Project Master Test Plan (PMTP)	With the PMP
Event Test Plans for individual test events (ETP)	30 calendar days before start of TV&V event (i.e. Test Step)
Any submitted test Waivers together with supporting material	30 calendar days start of TV&V event
The Test Cases/Scripts/Steps	30 calendar days before start of TV&V event
Status Reports	Periodically (to be defined in the PMTP)
Test Completion Report	7 calendar days after end of TV&V event

Table 7 - Test Deliverables

The following timeline indicates by when the deliverables need to be provided to the Purchaser (and approved by the Purchaser) for each Test iteration (dates follow the timelines of the previous table):

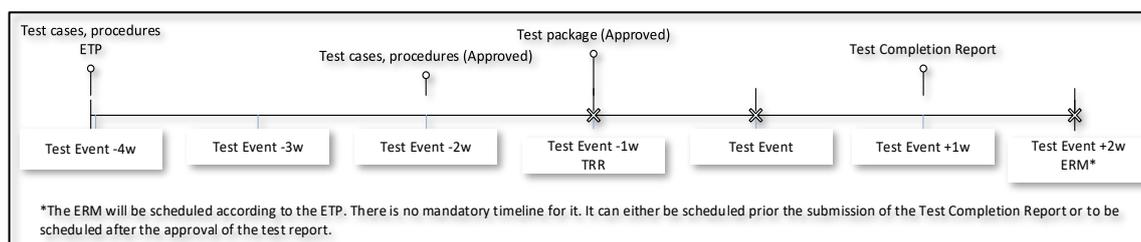


Figure 7 Test Event Timeline

- 11.2.2. (SHALL) Modification of inaccurate or inadequate TV&V deliverables and any subsequent work arising as a result shall be carried out at the Contractor's expense.
- 11.2.3. (SHALL) Templates provided by the Purchaser are to be utilized by the Contractor as structure guides and for the content, the Purchaser expects to be detailed. If the Contractor would like to propose a modification of the templates, it shall be approved by the Purchaser.
- 11.2.4. (SHALL) All deliverables shall undergo as many review cycles as are required, and shall be approved once all deficiencies have been corrected.

SECTION 12 QUALITY ASSURANCE

12.1. Introduction

- 12.1.1. (SHALL) The Contractor shall establish, execute, document and maintain an effective QA programme throughout the Contract.
- 12.1.2. (SHALL) The QA programme shall apply both the Contractual requirements and the NATO requirements for ISO 9000/ 9001:2015 (reference 2.3.1) to provide confidence in the Contractor's ability to deliver products that conform to the Contractual requirements.
- 12.1.3. (SHALL) If any inconsistency exists between the SOW requirements and the references, the SOW requirements shall prevail.
- 12.1.4. (SHALL) The Contractor's QA effort shall apply to all services and products (both management and specialist) to be provided under the Contract. This includes all software and documentation being developed, designed, acquired, installed, integrated, maintained, or used under the Contract.
- 12.1.5. (SHALL) The Contractor's QA efforts shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production, purchasing, installation, inspection, testing, configuration management and customer support of all services and all products, in accordance with the requirements of this Contract.

12.2. Roles and Responsibilities

- 12.2.1. (SHALL) During the entire Contract implementation, the NQAR(s) assures the Contractor's compliance with all Quality related Contractual requirements. The Purchaser, through its NQAR(s), is the authority concerning all Quality related matters.
- 12.2.2. (SHALL) The Contractor shall be responsible for assurance and control of quality for all deliverables and associated Contractual products, processes and services through the Contract.
- 12.2.3. (SHALL) The CQAR shall be accountable for the compliance to the defined QA process.
- 12.2.4. (SHALL) The CQAR(s) shall be responsible for assessing that the Contractual requirements have been complied with, prior proposing the Contractual services and products.
- 12.2.5. (SHALL) The CQAR shall report to a distinct manager within the Contractor's organisation.
- 12.2.6. (SHALL) The CQAR shall be the POC for interface with and resolution of quality matters raised by the NCI Agency or its delegated NQAR.
- 12.2.7. (SHALL) The Contractor shall support any Purchaser or its delegated NQAR activity focused on monitoring Contractor activities at Contractor's facilities or other sites related to the development, testing and implementation. In particular, the Contractor shall:
- Make themselves available to answer questions and provide information related to the project,
 - Allow the Purchaser representatives to inspect and monitor testing activities, and management, technical and quality processes applicable to the project.

- Transfer to the Purchaser representatives all information deemed necessary to perform the QA activities, on his/her own initiative or on request by the Purchaser representative.
- 12.2.8. (SHALL) The Contractor shall ensure that CQAR(s) have the required qualifications, knowledge, skills, ability, practical experience and training for performing their tasks.
- 12.2.9. (SHALL) The CQAR(s) shall have sufficient responsibility, resources, authority and independence to review and evaluate activities, identify problems and initiate or recommend appropriate corrective actions.
- 12.2.10. (SHALL) The CQAR(s) shall participate in the early stages of the project to ensure that all quality related requirements are specified in plans, standards, specifications and documentation.
- 12.2.11. (SHALL) The Contractor, through its CQAR(s), shall be responsible for product quality control and for submitting to Purchaser acceptance products, supplies and services that conform to Contractual requirements only.
- 12.2.12. (SHALL) The Contractor shall maintain and, when required, deliver objective evidence of this conformance.
- 12.2.13. (SHALL) The Contractor shall prepare the testing process according to the Contractual requirements and ISO/IEC/IEEE 29119 and ISO/IEC/IEEE-29119-3 (reference 2.3.1)
- 12.2.14. (SHALL) The Contractor shall perform verification and validation of the Contractual deliverables before proposing them for the Purchaser review and approval.

12.3. Quality for Project Documents

- 12.3.1. (SHALL) A formal change management process shall be applied to all project documents, including documents naming conventions as defined by the Purchaser and coordinated with the Contractor.
- 12.3.2. (SHALL) Project documents shall be configuration controlled. Each version of a project document is subject to Purchaser approval (unless otherwise specified).
- 12.3.3. (SHALL) The Contractor shall ensure that any change related to the project documents are controlled, with the identity, approval status, version and date of issue are clearly identified.
- 12.3.4. (SHALL) Project documents file names shall not contain any variable part, like version number, reviewer initials or maturity status. Version numbers and maturity status shall be designated in the document content and/or attributes.

SECTION 13 SYSTEM REQUIREMENTS SPECIFICATION (SRS)

A.1. Functional Requirements

This section describes the functional requirements of the Solution.

A.1.1. General Functional Requirements

- A.1.1.1. (SHALL) The Solution shall provide any and all out-of-the-box functionality provided by one the six products in Table 1 Short-list of WCM Products.
- A.1.1.2. (SHALL) The Solution shall be configured according to the System Configuration Plan (reference 4.4.12)
- A.1.1.3. (SHALL) The Solution shall contain the sanitized data from both the WCM and DAMS system, according to the DMP (reference 4.4.10)
- A.1.1.4. (SHALL) The Solution shall comply with the CIS Security Technical and Implementation Directive for the Security of Web Applications (reference 2.2.3)
- A.1.1.5. (SHALL) The Solution shall comply with the Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems (reference 2.2.3)
- A.1.1.6. (SHALL) The Solution shall receive SA as described in SECTION 8.
- A.1.1.7. (SHALL) The Solution shall support different domain names (top URL) per site (e.g.: www.nato.int, www.nato-example-event.nato.int)
- A.1.1.8. (SHALL) The Solution shall support multisite functionality allowing the creation and management of multiple sites, as well as the management of and access to content on different sites through a centralized system.
- A.1.1.9. (SHALL) The end-user facing aspect as well as the user-facing backend of the system shall be accessible in all common modalities (for example phone, browser, and tablet).

A.1.2. Static Archive Website (SAW)

The Solution shall contain small portion of the (most actual) content data residing in the WCM system. For historic purposes, it is critical that the remaining WCM content stays available to the end-users in a static and searchable format.

- A.1.2.1. (SHALL) The Solution shall provide a SAW of all the content on the nato.int website at the time of the Solution Activation Completed milestone (reference 3.4.4) for the duration of the Contract.
- A.1.2.2. (SHALL) The Solution shall have no elements in the SAW that allow the user to interact with the website other than navigation and search (e.g. no subscription subscriptions forms, etc.)
- A.1.2.3. (SHALL) The Solution shall provide end-users that access the SAW with a notification that they are visiting the archived version of the nato.int website.
- A.1.2.4. (SHALL) The Solution shall report dead links in the SAW, both within the SAW or for external links. The Solution shall have a redirect configurable interface where

customer notifications can be created for 301 (moved permanently) and 302 (moved temporary) HTTP response codes.

A.1.3. Backup

The backup strategy is split-up between the backup of content and assets, and the backup of logs that are required by the NATO Security Directives. Each type of backup has different requirements in terms of retention time and time to restore (reference ANNEX B).

A.1.3.1. (SHALL) The Solution shall create a backup strategy for the Solution logs in accordance with the Security Requirements as defined in SECTION 8 and 2.2.3.

A.1.3.2. (SHALL) The Solution shall ensure backups of the Solution's content and assets are retained for the full POP of the Contract.

A.1.4. Purchaser Backup

A Purchaser-maintained copy of the Solution data is part of the Purchaser's backup and archiving strategy.

A.1.4.1. (COULD) The Contractor could provide a monthly full backup of all asset-data of the Solution to a location specified by the Purchaser. The Contractor could provide a weekly incremental backup of all new and/or changed asset-data of the Solution to a location specified by the Purchaser

A.1.5. Fall-back Solution

Given the nature of the information that will be processed by the Solution, compromised data on the website and possible defacement is considered one of the major risks. Part of the disaster planning by the Purchaser is the ability to activate a Fall-back Solution that reverts the website to an older state before it was compromised.

A.1.5.1. (SHALL) The Solution shall have a Fall-back Solution that can be activated if the origin server(s) of the Solution have been compromised or there is loss of service

A.1.5.2. (SHALL) The Solution shall allow for a mechanism that only NATO can activate the Fall-back Solution

A.1.5.3. (SHALL) The Solution shall ensure that the Fall-back Solution can be activated at all times (even then when the data and origin of the Solution have been compromised and are not reachable)

A.1.5.4. (SHALL) The Solution shall ensure that there are three points-in-time to which the Fall-back Solution can revert:

- 2 Hours from activation
- 24 Hours from activation
- 72 Hours from activation

The Fall-back Solution shall remain updated according to the service level described in the SLA (reference ANNEX B) even if the Fall-back Solution is activated. It is acceptable that the information displayed by the Fall-back Solution is static and can only be manually updated by the Purchaser.

A.1.6. Workflows and Templates

To maximize usability and to maintain a consistent look and feel towards the end-user of the Solution, re-use of information in the system is encouraged. Therefore, the system shall consist of re-usable site templates and content component schemas that can be shared amongst the users of the system. The correlation between these items is displayed in Figure 8 Solution Information Structure. An example of a typical User Journey is described in ANNEX D.

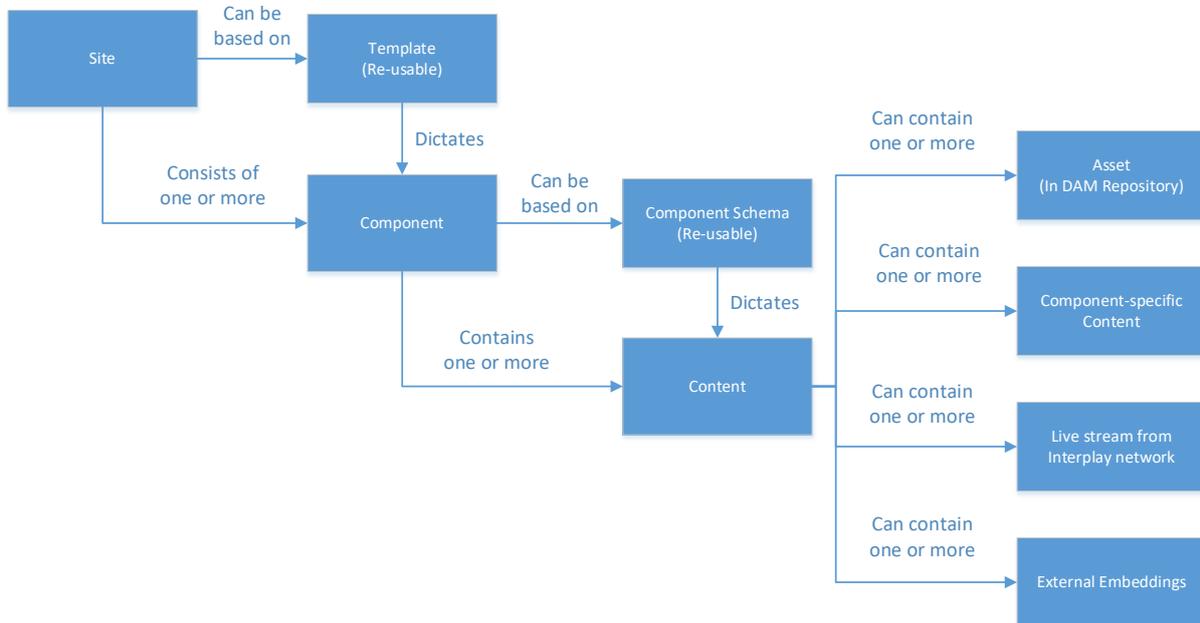


Figure 8 Solution Information Structure

A.1.6.1. (SHALL) The Solution shall provide re-usable templates and content components and shall provide an easy way to build new templates and custom content components.

A.1.6.2. (SHALL) The Solution shall keep the history of content templates so point-in-time rollbacks of content are possible.

A.1.6.3. (SHALL) The Solution shall ensure content is managed in workflows

A.1.6.4. (SHALL) The workflows shall be configurable based on business rules and based on the following criteria:

- Stage of the workflow
- Type of content
- Status of the content
- User assigned to the content

A.1.6.5. (SHALL) The Solution shall ensure content can be assigned to users and that user privileges can be limited based on the following actions on the content:

- Create
- Read
- Update
- Delete

- Publish
- Move
- De-publish
- Retire

A.1.7. Usability

A.1.7.1. (SHALL) All end-user facing elements of the Solution shall comply with the latest version of the Web Content Accessibility Guidelines (WCAG) on the AA level.

A.1.8. Content

A.1.8.1. (SHALL) The Solution shall use content components. These components can consist of the following items:

- A What You See Is What You Get (WYSIWYG) content editor with the following options:
 - Header: H1, H2, H3, H4, H5, H6
 - Paragraph
 - Text format: bold, underline, strikethrough, italic
 - Unordered list
 - Ordered list
 - Nested list
 - Link (both internal reference links as external links)
 - Table
 - Paste without formatting
 - Code / Source view & editor
 - CSS styles
 - Inline images
 - JavaScript
- Assets from the DAM functionality of the system (photo, audio, video).
- Metadata from the assets in the DAM functionality of the system
- The EXIF metadata of images
- IPTC metadata of images
- Embedded references (e.g. embedded Tweets and YouTube videos).
- HTML Forms (potentially through FormStack)
- Live Video streaming (in H264/AAC or HLS/MP4)
- Information from external system received through API, including:
 - TALEO
 - Campaign Monitor
 - Empty

- Twitter
 - Youtube
 - FormStack (or any other external forms provider)
 - Theo Player (or any other external video player)
 - Any other APIs that receive data and are included in the SCP (reference 4.4.12)
- A.1.8.2. (SHALL) The Solution shall allow users to create component schemas that pre-define the elements that should be contained within a content component.
- A.1.8.3. (SHALL) The Solution shall allow for sharing and re-use of the component schemas among users.
- A.1.8.4. (SHALL) The Solution shall have the ability to bulk manage content statuses, at least:
- Content publication and de-publication
 - Content deletion
 - Content workflow status updates
 - Content duplication
 - Content moving
 - Assign content to a user
 - Viewport/device configurable
- A.1.8.5. (COULD) The Solution could have the possibility to choose if a component block should be visible according to the select device / viewport. For example:
Component X can be hidden on mobile but shown on desktop. Component Y can be hidden on desktop but shown on mobile only.
- A.1.8.6. (SHALL) The Solution shall store the history of content changes with version control. Each content change should be stored as a new version both for drafts as well as published content.
- A.1.8.7. (COULD) The Solution could provide a comparison interface to view and compare change between content versions. For multimedia assets (video and audio) only versioning for metadata is required.
- A.1.8.8. (SHALL) The Solution must have advanced scheduling for content publishing with and de-publishing, based on a date and time.

A.1.9. **Content Editing**

- A.1.9.1. (SHALL) The Solution shall have a WYSIWYG page builder to generate stand-alone pages (for example: event pages). These stand-alone pages shall not be constraint by a content schema and can use component-blocks.
- A.1.9.2. (SHALL) The Solution shall contain provide easy way for the user to preview content in the final look & feel before publishing where the preview is a 100% match with the final publication.
- A.1.9.3. (SHALL) The Solution shall allow users to select and/or upload multiple assets when creating content.

A.1.9.4. (COULD) The Solution could have an integrated A/B testing suite. The editor could configure a test based on:

- defined pages
- test duration
- extra known visitor criteria such as region, visit count, general known interest of previous visits

A.1.9.5. (COULD) The Solution could have a Social media preview to show Users how the page will show up in social media platforms like:

- Google Search
- Bing Search
- Facebook share
- Twitter share
- LinkedIn share

A.1.10. **Dashboard and Notifications**

A.1.10.1. (SHALL) The Solution shall provide dashboard functionality that shall be configured according to the SCP (reference 4.4.12) and shall at least display the following real-time information:

- Overview of all individual content blocks and the state of that content
- Overview of all changed content, including the status change and date/time of change
- End-user engagement metrics of the individual content blocks, including views, clicks, shares, audio clicks and video views
- End-user engagement metrics of individual sites and the aggregate of content blocks used in that website.

A.1.10.2. (COULD) The Solution could send notifications of content status updates. For example as an e-mail or SMS.

A.1.11. **Content Publishing**

Publishing content refers to the act of displaying information to the end-user optimally adapted to standard devices (e.g. smartphone, tablet, desktop) through one of the sites provided by the Solution.

A.1.11.1. (COULD) The Solution could have a customisation features to personalize content/target audience/authenticated visitors on the level of content block.

A.1.11.2. (SHALL) By default the Solution shall provide an auto-generated, unique, and human readable URL (slug) for the generated content. This will be based on the page title.

A.1.11.3. (SHALL) The Solution shall allow the editor to overwrite the auto-generated URL with a custom input. The Solution will validate the input on submissions to see if the exact URL is not yet in use. An URL must be unique.

- A.1.11.4. (COULD) The Solution could allow the user to enable a generated short URL for the current content. The Solution must preserve this URL. Even if the linked content is removed, the URL may not be reused. The shorted URL returns response code 301.
- A.1.11.5. (COULD) The Solution could implement Canonical tag to indicate the canonical URL if multiple URL's exist for the same page.
- A.1.11.6. (SHALL) The Solution shall report dead links, both within the Solution or for external links.
- A.1.11.7. (COULD) The Solution could have a redirect configurable interface. The editor can configure URLs to redirect to a new URL with HTTP response code 301 (301 Moved permanently) or 302 (302 Moved temporarily).
- A.1.11.8. (SHALL) The Solution shall provide system generated SEO metadata constructed from the content. Users shall be able to overwrite this metadata when required. This metadata includes, but is not limited to:
- <title> tags
 - og:title
 - og:url
 - og:type
 - og:description
 - og:image
 - og:site_name
 - twitter:title
 - twitter:description
 - twitter:url
 - twitter:image
 - twitter:site
- A.1.11.9. (COULD) The Solution could allow the management of email responses: view, re-send, tag and archive.

A.1.12. **Integrations and connections**

- A.1.12.1. (SHALL) The Solution shall provide an API for content delivery so content can be shared without the visual layer and in pure data form.
- A.1.12.2. (SHALL) The API shall have a REST architecture.
- A.1.12.3. (SHALL) The API shall have a GraphQL architecture.
- A.1.12.4. (SHALL) The Solution shall allow live streaming in H264/AAC format to be embedded content blocks on the sites.
- A.1.12.5. (SHALL) The Solution shall integrate with Google Analytics using Google Tag Manager or a similar web analysis service.
- A.1.12.6. (SHALL) The Solution shall integrate with the Purchaser SIEM Solution

- A.1.12.7. (SHALL) The Contractor shall configure the Cloud Service such that it integrates with the Purchaser's services including Security Monitoring and Incident Management, and write procedural descriptions for NCSC to include the Cloud Service into the NATO Enterprise scope. The Solution shall provide security and event logs of all services, components, and devices that are utilised by the Solution.
- A.1.12.8. (SHALL) The Solution shall be accessible from the Purchaser's Magellan network and Interplay network, while maintaining compliance with the applicable NATO security directives (reference 2.2.3)
- A.1.12.9. (SHALL) The Solution shall provide Email functionality for mass emailing, with configurable addressees list, content templates and scheduling.
- A.1.12.10. (SHALL) The Solution shall provide Web Forms functionality based on HTML 5 standards for user input.
- A.1.12.11. (SHALL) The Solution shall be able to publish video and audio to a dedicated player that supports multiple tracks for audio for different languages.
- A.1.12.12. (SHALL) The Solution shall integrate with systems like Taleo and Emplify, or similar to sync career information that is published to the end-users through content blocks.

Next to the functional integrations the Contractor shall also ensure integration with the Purchaser's SIEM and Edge Security Solution are present to maintain the security posture and response for the Solution

A.1.13. Security Information and Event Management System (SIEM) Integration

The Purchaser's SIEM solution ingests a subset of event logs, security-logs, and application logs of different systems within the Solution. The exact logging ingestion and processing requirements are based on the Solution's SRA and can only be detailed after a LIPS.

- A.1.13.1. (SHALL) The Solution shall integrate with the Purchaser SIEM Solution
- A.1.13.2. (SHALL) The Solution shall provide logs to the Purchaser According to the LIPS (reference 4.4.8) until the end of the POP.
- A.1.13.3. (SHALL) The Solution shall provide the logs near real-time. Meaning that the logs have to be ingested by the Purchaser SIEM Solution < 1 minute.
- A.1.13.4. (SHALL) The Solution shall provide the logs in in one of the following ways:
- Through a SPLUNK universal forwarder – configured by the Purchaser
 - Through delivery of logs in JSON format

A.1.14. Integration Edge Security Solution

The Purchaser uses an enterprise-wide Solution for the edge security protection of Internet-facing websites.

- A.1.14.1. (SHALL) The Solution shall integrate with the Purchaser's Secure Edge Protection Solution as per the Solution documentation and guidance from the Purchaser (reference 2.3.2).

To avoid conflicts in functionality, certain Security Elements shall not be included in the Solution.

A.1.14.2. (SHALL NOT) The Contractor shall not provide Boundary Web Application Firewall, API protection, Distributed Denial of Service Protection, Rate Limiting, Content Delivery Network Services, and Bot Management.

A.1.15. Digital Asset Management

Digital assets are all the “NATO Generated” assets that are used in the Solution. These assets are used for historic purposes but also serve as input to the different content components of the system. Figure 9 gives a schematic overview of the DAM within the Solution.

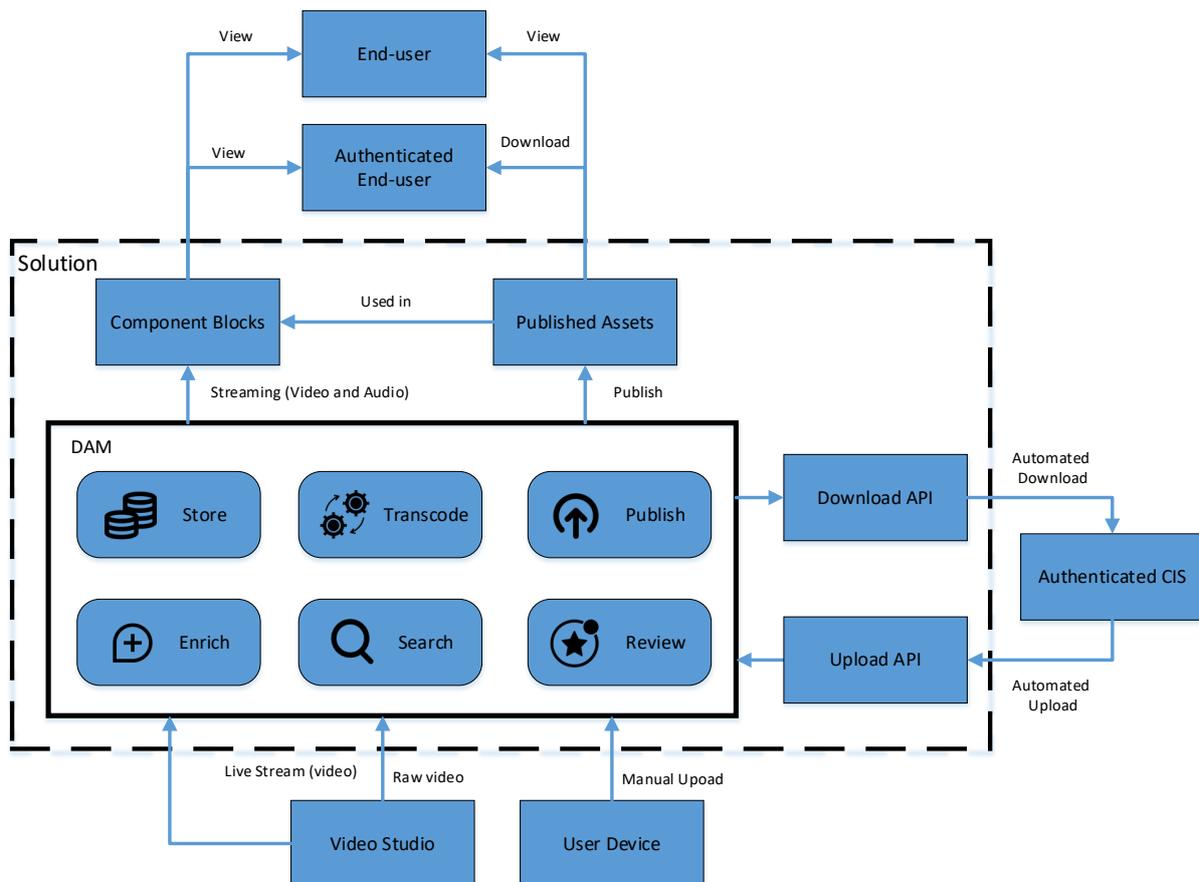


Figure 9 Schematic Overview DAM

A.1.16. Uploading to DAM

A.1.16.1. (SHALL) The Solution shall allow for manual uploading of assets by users

A.1.16.2. (SHALL) The Solution shall including bulk upload of assets by users.

A.1.16.3. (SHALL) The Solution shall allow for automated uploads of assets to the Solution by means of an API by Authenticated CIS.

A.1.16.1. (SHALL) The Solution shall allow for automated extraction of metadata embedded inside the media assets during uploads (e.g. XMP metadata embedded in JPG)

- A.1.16.2. (SHALL) The Solution shall allow (bulk) uploading of raw assets from the NATO Interplay network to the Solution (.mxr format)
- A.1.16.3. (SHALL) The Solution shall support uploading average file size of 1 MB and up to 100 GB maximum file size.
- A.1.16.4. (SHALL) The Solution shall enable the multiplication of video feed through the Purchaser provided CDN. This feed shall reach audiences worldwide with one or more live video feeds coming from media encoders located within the NATO TV Studio in HSL/SRT or technically similar video format with multiple audio channels embedded.
- A.1.16.5. (COULD) The Solution could support the raw format Adobe Digital Negative (DNG).
- A.1.16.6. (SHALL) The following MIME types shall be supported out of the box including, but not limited to:
- .pdf application/pdf
 - .svg image/svg+xml
 - .png image/png
 - .jpeg image/jpeg
 - .jpeg image/pjpeg
 - .jpg image/jpeg
 - .jpg image/pjpeg
 - .gif image/gif
 - .webp image/webp
 - .mp3 audio/mpeg3
 - .mp3 audio/x-mpeg-3
 - .wav audio/wav
 - .mp3 video/mpeg
 - .mp3 video/x-mpeg
 - .mp4 video/mp4
 - .mxr video/mxr

A.1.17. **Encoding and Transcoding in DAM**

- A.1.17.1. (SHALL) The Solution shall allow transcoding (conversion) of high quality (1080i/p and/or 4K HD) video.
- A.1.17.2. (SHALL) The Solution shall transcode H.264 for video.
- A.1.17.3. (SHALL) The Solution shall transcode AAC for audio.
- A.1.17.4. (SHALL) The Solution shall allow for transcoding of commonly-used video formats.

A.1.18. **Storing and Searching in DAM**

- A.1.18.1. (SHALL) The Solution shall store all assets (published and unpublished) until completion of the Contract.
- A.1.18.2. (SHALL) The Solution shall provide a Search functionality for searching assets based on keywords, tags, asset types, and faceted search.
- A.1.18.3. (SHALL) The Solution shall have the functionality to create, automatically manage, and publish a collection of assets based on their properties like format, size and tags.

A.1.19. **Enriching DAM Assets**

- A.1.19.1. (SHALL) The Solution shall have an integrated image resize and optimization service. Image are auto scaled to a defined list of dimensions.
- A.1.19.2. (SHALL) The Solution must allow assets to be tagged with free and or auto-completed tags. Auto-completed tags will show up for selection when a match is found to a previous tag.
- A.1.19.1. (COULD) The Solution could provide a functionality to indicate focal points for responsive images when resizing and cropping.
- A.1.19.2. (COULD) The Solution could provide a mechanisms to automatically tag the uploaded assets based on the content. For instance using Artificial Intelligence or content inspector.
- A.1.19.3. (COULD) The Solution could allow facial and object recognition to aid with the recognition and subsequent tagging of images. This could happen through integration with a 3rd party image analysis and tagging tool via an API.
- A.1.19.4. (SHALL) The Solution must have a mechanism to manage multiple assets for bulk management of tags, and CRUD operations on the asset.
- A.1.19.5. (SHALL) The Solution shall including the option to manually enrich the missing metadata when bulk-uploading media (reference A.1.16.2).
- A.1.19.6. (SHALL) The Solution shall allow the editor to append ALT tags to images
- A.1.19.7. The DAM must allow basic manipulation of images, including, but not limited to:
- rotation
 - modifying brightness
 - modifying contrast
 - cropping
 - focal point
- A.1.19.8. (SHALL) The Solution shall have an integrated image resize and optimization service. Image are auto scaled to a defined list of dimensions.
- A.1.19.9. (COULD) The Solution could provide multiple media file (video and image) renditions aside from original asset format:
- Images: to Preview, Thumbnail, Banner and PDF
 - Video: to Preview, Thumbnail, Banner

A.1.20. Reviewing and Publishing in DAM

- A.1.20.1. (SHALL) The Solution shall provide a Graphical User Interface (GUI) for publishing content.
- A.1.20.2. (SHALL) The Solution shall be able to support multi-channel distribution through an API, including all renditions of the original asset.
- A.1.20.3. (SHALL) The Solution shall provide a workflow functionality to manage assets approval, via stages so that authorized users approve/reject assets changes.
- A.1.20.4. (SHALL) The Solution shall allow for the streaming of audio and video assets directly in content blocks in HLS and MP4 format.

A.2. Non-functional Requirements

The non-functional requirements of the system are captured in the SLA (reference ANNEX B) and SECTION 5.

ANNEX B Service Level Agreement (SLA)

Table 10 describes the SLA for work package 2 and 3 (reference SECTION 5 and SECTION 6)

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
1	Availability	Uptime	The percentage of time in a given period that the Solution is accessible and usable.	99.999% Uptime – this excludes any downtime introduced by the Purchaser’s Edge Security Solution	Tracked continuously from the Edge Security Solution. Monthly Stress Test	<p>Monthly: If more than 26.30 seconds of total downtime are measured for that month, the credit will be 20% of the monthly payment in CLIN 2.</p> <p>Yearly: If more than 315.60 seconds of total downtime are measured for that year, the credit will be 5% of the yearly payment of CLIN 2.</p> <p>Monthly Stress-test: If the Solution experiences more than 5.00 seconds of total downtime during the monthly stress-test, the credit will be 10% of the monthly payment in CLIN 2.</p>

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
2	Performance	First View	The time for the Solution to send an initial response to the Purchaser's Edge Security Solution after receiving a request.	< 300 Milliseconds	Measured at 80 th percentile in from all requests from the Edge Security Solution Monthly Stress Test	<p>Monthly: If more than 80% of the request that month do not receive a response faster than 300 milliseconds, the credit will be 20% of the monthly payment in CLIN 2.</p> <p>Monthly Stress-test: If more than 80% of the requests during the test do not receive a response time faster than 300 milliseconds, the credit will be 10% of the monthly payment in CLIN 2.</p>
3	Resilience	Maximum Service failure notification time	The maximum time it takes take the Contractor to notify the Purchaser of any (partial) service outage	< 1 Minute	Monthly report of all interruptions	N/A
4	Resilience	Maximum Service restore notification time	The maximum time it takes the Contractor to notify the Purchaser of any (partial) service restoration.	< 1 Minute	Monthly report of all interruptions	N/A

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
5	Resilience	Data Backup – Retention Time	The retention time for the backup of all the assets and content of the Solution	The total POP of the Contract	Yearly backup-test	N/A
6	Resilience	Data Backup – Time to Restore (TTR)	The time needed to restore the assets and content data of the Solution	24 Hours	Yearly backup-test	Yearly backup-test: If during the Yearly Backup-test, the recovery time for the assets of the Solution is more than 48 hours, the credit is 1% of the yearly payment of CLIN 2.
7	Security	Logs Backup – Retention Time	The retention time for the backup of the required Solution logs (reference 2.2.3)	3 Years	Yearly backup-test	N/A
8	Security	Logs Backup – Time to Restore (TTR)	The time needed to restore the backup of the required Solution logs (reference 2.2.3)	48 Hours	Yearly backup-test	Yearly backup-test: If during the Yearly Backup-test, the recovery time for the logs of the Solution is more than 48 hours, the penalty is 2%

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
9	Security	Information Security	The Level of Security of the Solution Provided by the Contractor	Continuous compliance with the applicable NATO security directives described in 2.2.3. Including security documentation, audits, and any security testing.	Yearly re-accreditation by the SAA.	For every month that the Solution does not have a SA by the SAA, the total credit will be 0.5% of the yearly payment of CLIN 2.
10	Security	Incident Response Time	Time needed to provide an initial response to an incident notification from the Purchaser.	Critical Incidents: 10 minutes Normal Incidents: 2 hours	Ticket logs (monthly reporting)	N/A
11	Security	Incident Resolution Time	Time needed to resolve an incident after the incident notification from the Purchaser.	Critical Incidents: 1 Hour Note: Any downtime due to critical incidents will also count negative toward the Uptime SLA Metric (#1). Normal Incidents: 48 Hours	Ticket logs (monthly reporting)	N/A
12	Security	Fall-back Solution Availability	The percentage of time in a given period that the Fall-back Solution is accessible and usable.	99.999% Uptime – this excludes any downtime introduced by the Purchaser’s Edge Security Solution	Tracked continuously from the Edge Security Solution.	Yearly: If more than 315.60 seconds of total downtime are measured for that year, the credit will be 2% of the yearly payment of CLIN 2.

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
13	Security	Fall-back Solution Activation Time	The time between activation of the Fall-back Solution and the time it is available to the end-users	< 5 Minutes	Yearly Fall-back Solution Test	<p>Yearly Fall-back Solution Test:</p> <p>If the activation time is longer than 5 minutes during the yearly Fall-back Solution test, the credit will be 1% of the yearly payment of CLIN 2.</p>
14	Service Support	Service Support Request Response Time	Time needed to provide an initial response to a service request from the Purchaser.	1 Working Hour	Ticket logs (monthly reporting)	<p>Monthly:</p> <p>If more than 25% of the tickets raised that month did not receive an initial response within one hour, the penalty will be 5% of the monthly payment of CLIN 2.</p>

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
15	Service Support	Service Support Resolution Time	Time needed to provide the requested service support to the Purchaser.	<p>2 Working Hours after initial response for the following information requests:</p> <ul style="list-style-type: none"> • Known issues and workarounds • Frequently Asked Questions • Registering of Non-critical Issues • Logging of Feature Request <p>8 Working Hours after initial response for the following service requests:</p> <ul style="list-style-type: none"> • User-groups • Users • Privileges <p>5 Working Days for the following service requests</p> <ul style="list-style-type: none"> o Site Templates o Component Schemas o Content Statuses o Workflows o Dashboards 	Ticket logs (monthly reporting)	<p>Monthly:</p> <p>If more than 25% of the requests raised that month did not receive support within the specified goal, the penalty will be 5% of the monthly payment of CLIN 2.</p>

Table 10 Service Level Agreement

B.1. Current System Metrics:

Order to meet the SLA Requirements, the Contractor should take the following current system(s) metrics into account:

- Average data-transfer is 13 TB per month
- Peak data-transfer is 61 TB per month
- Average throughput (monthly): 3,250 Mbps
- Peak throughput (monthly): 16,900 Mbps
- Current storage of DAMS data is 400 TB slow accessible storage and 50 TB fast accessible storage
- Average hourly users on the nato.int website is 2,000
- Peak hourly of users on the nato.int website is 400,000
- Average monthly page views on the nato.int website is 2.7 MLN
- Peak monthly page views on the nato.int website is 20 MLN.

These metrics are anticipated to grow 10% annually.

B.1.1. (SHALL) The Contractor shall take 10% annual growth in into account for both average and peak utilization for the following aspects of the Solution: throughput, storage, hourly users, data transfer, and number of hits on the site.

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ANNEX C WCM and DAMS System Integrations

Displays the integration of the WCM and DAMS that will remain relevant for the scope of this Contract. The Contractor could choose to take ownership of these integrations and use them as part of the Solution to provide the functionality described in this SOW.

Integration	Function	Technical Description
FormStack	Integration of interactive forms and surveys.	On https://www.nato.int/cps/en/natohq/198183.htm the code for a form including reCAPTCHA functionality generated by Formstack is embedded via an iFrame. Formstack forwards the incoming forms to preselected NATO email addresses
Theo Player	Advanced (Live) media player functionality	The code for the THEO media player is inserted on the page at https://www.nato.int/cps/en/natohq/events_67375.htm to play the web stream from a CDN, to offer a more user-friendly UI to choose between the different audio/languages of the webstream and to allow monitoring and assessment of the usage of the webstream (duration of viewing; selection of languages)
Campaign Monitor	Mass email, email scheduling, email address-list management, email response tracking.	Via the page at https://www.nato.int/cps/en/natohq/e-mail_distribution.htm visitors can subscribe to receive multiple newsletters via e-mail. Via the page at: https://www.natomultimedia.tv/app/home visitors can register and automatically be added to the distribution list to receive notifications when new videos are published. Content is manually copied and pasted by users into Campaign Monitor for distribution via e-mail.
Taleo/ HR Clearing House	Job vacancies to be displayed on the website.	On the page at: https://www.nato.int/cps/en/natohq/recruit-wide.htm a list of all vacancies in all NATO bodies worldwide is published and update on an hourly basis. The list is exported from an internal server, synchronized to the NATO webserver and embedded in this page.
Google Analytics	Site and engagement analytics	Using the Google Tag Manager, usage of both www.nato.int and www.natomultimedia.tv is being monitored using Google Analytics 4.
YouTube	Embedding of video player on webpages to play NATO videos hosted on YouTube	A wide selection of public NATO videos are hosted on YouTube. Many of these videos are embedded on pages at www.nato.int using the YT video player.

Table 11 WCM and DAMS System Integrations

ANNEX D Use Case

The following Use Cases describe the different actors and flow of content for a typical publication on the nato.int website. This is a fictional example that can be used to size the Solution and level of configuration required for the Solution.

1. Official visit

The NATO Secretary General visits a capital of a NATO nation to meet with the national representatives. Next to bilateral meetings, the NATO Secretary General also hosts a press conference with the prime minister.

A photographer accompanies the Secretary General and on average makes a selection of 50 photos that he/she uploads to the Solution using a non-managed laptop. At NATO HQ, a Photo Editor using the Solution on a NATO-managed device immediately sees the 50 photos, adds generic metadata for all photos (what, when, where) and specific metadata for each photo (who). The Photo Editor prepares a selection of photos to be published as a photo gallery on the website and/or to be shared via social media.

A cameraperson and an audio engineer film the press conference and transmit the live video feed in high definition and in real time to NATO HQ. A Video Editor at NATO HQ retransmits the live HD video via web streaming (using the Solution) and via social media. The Video Editor also records and edits the HD video. The Video Editor uploads the finished HD Video Product to the Solution and adds metadata to be published.

A Press Officer sits at NATO Headquarters and uses a NATO Managed Laptop to write a draft News Story which is one part of a predetermined template for News Stories that usually follows the following format:

- Title
- First paragraph
- Story Text
- Start Date
- End Date (optional)
- Keywords
- Header Picture (selected from the related photos in the Solution)
- Supporting Picture (optional)
- Links to related content (optional)
- External Links (optional)
- Supporting Video (optional)

This News Story is intended to be published on a site for a specific NATO event with a distinct URL (e.g. www.nato.int/news/year_month_day_title-of-webstory)

After writing the News Story, the Press Officer illustrates the News Story by selecting an existing Header Picture from the DAM repository of the Solution. Finally, the Press

Officer submits the draft story and Header Picture for review and approval. The Solution notifies the relevant Senior Press Officer based on the workflow.

The Senior Press Officer uses a non-NATO device to review the draft News Story and decides to automatically publish the News Story at 20:00 that evening. Next to publication on the event URL, the Senior Press Officer also selects the option to have the News Story distributed at 20:00 using the mass e-mail functionality to an email-correspondence group called “external-test-event – Relevant press”, who will receive a notification that the News Story is ready on the event URL and a copy of the article is included.. Finally, the Senior Press Officer notifies the Social Media Expert that the News Story will be published at 20:00 that evening.

The Social Media expert uses the Solution’s Social Media Preview functionality to ensure that the link to the event-URL is displayed correctly on Twitter, Facebook, and Instagram and continues to pre-plan the notification releases to these Social Media Platforms from the official NATO accounts by adding additional text relevant to each social media platform.

After publication, a Content Manager monitors the engagement of the News Story by using the Solution’s dashboard to examine e.g.:

- How often was the News Story viewed? How much time did viewers spend on the page?
- On which geographical location where viewers located?
- How did viewers come to the News Story (e.g. via Social Media, via E-mail, via Referrer websites, via search engines?)
- Is there additional traffic to the related content, links or other NATO websites after the release of the Web Story

As part of the approval process, the Senior Press Officer selects in which languages the webstory needs to be translated and published. Upon approval, the Solution sends a notification to the relevant translators according to the workflow. The translator is notified that a translation is requested, translates the text and submits the translation of the Web Story by logging-in the Solution using an external non-NATO device.

2. Storytelling videos

NATO Video Journalists are sent outside of NATO HQ to produce videos illustrating NATO in action during exercises, missions and other events. These videos are posted by NATO on social media channels to engage with our audiences and/or are shared in high resolution with professional media and broadcasters. Video products are produced in multiple formats for standard broadcasting (16:9), but also tailored for social media (9:16; 1:1)

The Video Journalist films and edits recorded HD video footage into multiple video products: B-roll (i.e. an extensive selection of recorded HD video footage), master file (edited finished video product with a voice-over and lower-thirds) and international version (edited video product without voice-over or lower-thirds).

The Video Journalist uploads the different format and files into the Solution.

The Media Producer is notified when a new video has been uploaded and approves the video. The Media Producer adds relevant metadata to the video prior to publication and links the video to a relevant web story or transcript.

As part of the publication, the Media Producer sends an e-mail message to the list of Professional Broadcasters to notify them that a new video is available to be viewed and downloaded.

After publication, the Media Producer monitors the engagement of each video product by using the Solution's dashboard to examine e.g.:

- How often was the Video Product viewed/downloaded? How much time did viewers spend watching the video?
- On which geographical location where viewers located?
- How did viewers come to the Video Product (e.g. via Social Media, via E-mail, via Referrer websites, via search engines?)
- Is there additional traffic to the related content, links or other NATO websites after the release of the Video Product

Next.

ANNEX E List of Acronyms

Acronym	Text
ADS	Accreditation Documentation Set
AfP	Approval for Pilot
API	Application Programming Interface
AWS	Amazon Web Services
CIMP	Cyber Incident Management Plan
CIS	Communication and Information System
CISD	CIS Description
CMS	Content Management System
COL	Costed Option List
COTS	Commercial of the Shelf
CPM	Contractor Project Manager
CQAR	Contractor Quality Assurance Representative
DAMS	Digital Asset Management System
DMP	Data Migration Plan
ECP	Engineering Change Proposal
EDC	Effective Date of Contract
ERM	Event Review Meeting
GUI	Graphical User Interface
iSA	Interim Security Accreditation
IV&V	Independent Verification and Validation
IV&V	Independent Verification and Validation
LIPS	Log Ingestion and Processing Survey
LMP	Low Maintenance Period
MoU	Memorandum of Understanding
NATO	North Atlantic Treaty Organization
NCI Agency	NATO Communication and Information Agency
NCSC	NATO Cyber Security Center
NOS	NATO Office of Security
NQAR	NATO Quality Assurance Representative
PAT	Pre-Activation Test
PDD	Public Diplomacy Division
PFE	Purchaser Furbished Equipment

Acronym	Text
PMP	Project Management Plan
PMS	Project Master Schedule
PMTF	Project Master Test Plan
POC	Point of Contact
POP	Period of Performance
PPM	Purchaser Project Manager
PRINCE2	Projects IN Controlled Environments
PSR	Project Status Report
QA	Quality Assurance
RFP	Request for Proposal
RGA	Requirements Gathering Approach
RSR	System Requirements Statement
RTM	Requirements Traceability Matrix
SA	Security Accreditation
SAA	Security Accreditation Authority
SaaS	Software as a Service
SAP	Security Accreditation Plan
SAW	Static Archive Website
SCA	Solution Configuration Approach
SCP	Solution Configuration Plan
SDP	Service Delivery Plan
SDS	System Design Specification
SecOPs	Security Operating Procedures
SIEM	Security Information and Event Management System
SLA	Service Level Agreement
SME	Subject Matter Expert
SOAP	Solution Activation Plan
SOW	Statement of Work
SRA	Security Risk Assessment
SSRS	System Security Requirements Statement
STDP	System Test Documentation Package
STVP	Security Test and Verification Plan

Acronym	Text
STVR	Security Test and Verification Report
TP	Training Plan
TRM	Test Review Meeting
TRR	Test Readiness Review
WCAG	Web Content Accessibility Guidelines
WCM	Web Content Management
WYSIWYG	What You See Is What You Get

Table 12 List of Acronyms