

procedures to be followed. The responsibilities and the procedures to be followed shall be documented and acknowledged by CIS users in writing.

- 37.32.** Advice or clarification of the provisions of this Article shall be obtained from the Purchaser.
- 37.33.** At the request of the Purchaser or relevant NSA/DSA/SAA, the Contractor shall provide evidence of compliance with this Article and permit an audit of inspection of the Contractor's processes and facilities by representatives of the Purchaser or the Contractor's NSA/DSA or relevant NATO security authorities to ensure compliance with these requirements.

25. ANNEX C: TASK ORDER EVALUATION PRINCIPLES

1. TASK ORDER QUOTATION SUBMITTAL AND QUOTATION CLOSING DATE

1.1 All Quotations shall be in the possession of the Purchaser at the email address given below in paragraph 1.2 below before **[Insert Time]** (CENTRAL EUROPEAN TIME) on **[Insert Date]** at which time and date Quotations shall be closed.

1.2 Quotations shall be submitted via email to:

Email: CO-115537-CSSF@ncia.nato.int

1.3 Quotations which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award.

1.4 It is the responsibility of the IDIQ Contractor to ensure that the Quotation submission is duly completed by the specified Quotation Closing time and date. If a Quotation received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the IDIQ Contractor that the Quotation will be rejected unless the IDIQ Contractor provides clear and convincing evidence:

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

2. REQUESTS FOR EXTENSION OF QUOTATION CLOSING DATE

2.1 All questions and requests for extension of the Quotation Closing Date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in section 3 below and shall arrive not later than four (4) calendar days prior to the stated "Quotation Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the quotation closing date are at the discretion of the Purchaser.

3. PURCHASER POINT OF CONTACT

3.1 The Purchaser point of contact for all information concerning Task Orders is:

NATO Communications and Information Agency
Acquisition Directorate
Boulevard Léopold III
1110 Brussels

Belgium

Attention:

To be confirmed at contract award

Emails:

Questions/Clarifications: CO-115537-CSSF@ncia.nato.int

Quotation: CO-115537-CSSF@ncia.nato.int

4. REQUESTS FOR TASK ORDER CLARIFICATIONS

4.1 IDIQ Contractors, during the Task Order quotation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to the Task Order.

4.2 All questions and requests must reference the section(s) in the Task Order subject for clarifications. The questions and/or requests shall be forwarded to the email address specified in paragraph 4.1 above and shall arrive not later than four (4) calendar days prior to the stated "Quotation Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the IDIQ Contractor for any given area, as the IDIQ Contractor will generally not be permitted to revisit areas of the Task Order Quotation for additional clarification.

4.3 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the Task Order, and may lead to a formal amendment to the Task Order. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the Task Order. Amendments to the language of the Task Order included in the answers, and/or the formal Task Order amendment, shall be incorporated by the IDIQ Contractor in its Task Order offer.

4.4 It is crucial that IDIQ Contractors request clarification of any perceived assumptions, dependencies, exclusions (or equivalent) during the Task Order clarification phase. Any assumptions, dependencies, exclusions (or equivalent) which are included in a Task Order quotation submitted may be regarded by the Purchaser as a qualification or condition of the Task Order and may be grounds for a determination of non-compliance.

5. AMENDMENT OF THE TASK ORDER

5.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the Task Order documents at any time prior to the date set for the Quotation Closing Date. Any and all modifications will be transmitted to all prospective IDIQ Contractors by an official amendment designated as such and signed by the Contracting Authority. This process may be part of the clarification procedures set forth in section 4 above or may be an independent action on the part of the Purchaser.

5.2 The Purchaser will consider the potential impact of amendments on the ability of prospective IDIQ Contractors to prepare a proper Task Order quotation within the allotted time. The Purchaser may extend the "Quotation Closing Date" at his discretion and such extension will be set forth in the amendment document.

5.3 In no case, however, will the closing date for receipt of quotation be less than three (3) days from the date of issuance of any amendment to the Task Order.

6. MODIFICATION AND WITHDRAWAL OF QUOTATION

6.1 Task Order quotations, once submitted, may be modified by the IDIQ Contractor, but only to the extent that the modifications are in writing, conform to the requirements of the Task Order, and are received by the Purchaser prior to the exact time and date established for Quotation Closing. Such modifications shall be considered as an integral part of the submitted bid.

6.2 Modifications to quotations which arrive after the Quotation Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotation", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a quotation which is determined to be late will not be considered in the evaluation and selection process. If the IDIQ Contractor submitting the modification is determined to be the successful IDIQ Contractor on the basis of the unmodified quotation, the modification may then be opened. If the modification makes the terms of the quotation more favourable to the Purchaser, the modified quotation may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful IDIQ Contractor on the basis of the quotation submitted and disregard the late modification.

6.3 An IDIQ Contractor may withdraw his Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the IDIQ Contractor must provide an original statement of the firm's decision to withdraw the Quotation.

7 QUOTATION VALIDITY

7.1 IDIQ Contractors shall be bound by the term of their Quotation in which the IDIQ Contractor has provided a quotation for a period of three (3) months starting from the Quotation Closing Date specified in section 1 above.

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

7.3 Upon notification by the Purchaser of such a request for a time extension, the IDIQ Contractors shall have the right to:

(a) accept this extension of time in which case IDIQ Contractors shall be bound by the terms of their quotation for the extended period of time; or

7.4 (b) refuse this extension of time and withdraw the quotation without penalty.

IDIQ Contractors shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

8. CANCELLATION OF REQUEST FOR QUOTATIONS

8.1 The Purchaser may cancel, suspend or withdraw for re-issue at a later date the Task Order 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 IDIQ Contractor have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a quotation in response to the Task Order.

9. GENERAL

9.1 IDIQ Contractors shall prepare a complete quotation which comprehensively addresses all requirements stated in the Task Order. The quotation shall demonstrate the IDIQ Contractor's understanding of the Task Order and his ability to provide all the deliverables and services listed in the Task Order Schedule of Supplies and Services (SSS) and Statement of Work (SoW). Quotations which are not complete will be declared non-compliant.

9.2 IDIQ Contractors are advised that the Purchaser reserves the right to incorporate their Quotation in whole or in part in the resulting Task Order.

9.3 Partial Quotations on a Schedule and/or Quotations containing conditional statements will be declared non-compliant.

9.4 The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in the Task Order.

9.5 The evaluation of Quotations 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 IDIQ Contractor and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation.

9.6 To ensure that sufficient information is available, the IDIQ Contractor shall furnish with its Quotation 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 IDIQ Contractor proposes to furnish and whether the offer meets the technical and contractual requirements of the Task Order. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.

9.7 During the evaluation, the Purchaser may request clarification of the Quotation from the IDIQ Contractor, and the IDIQ Contractor shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the IDIQ Contractor to state its intentions regarding certain statements contained therein. The IDIQ Contractor is not permitted any cardinal alteration of the Quotation regarding technical matters and shall not make any change to its price quotation at any time nor restate the Task Order SOW or SSS.

9.7 The IDIQ Contractor's prompt response to the Purchaser's Task Order clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the Quotation to be deemed non-compliant.

10. PREPARATION OF THE QUOTATION

10.1 The IDIQ Contractor shall prepare their quotation by submitting one (1) email containing the completed Task Order Bidding Sheets provided with the Task Order in Excel format.

10.2 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the Task Order documentation including but not limited to those expressed in the Task Order SoW and SSS.

10.3 The IDIQ Contractor shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Task Order Bidding Sheets.

10.4 The IDIQ Contractor is responsible for the accuracy of their quotation. Quotations that have 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.

10.5 The IDIQ Contractor shall quote in their own national currency or in EUR, the host nation currency. The IDIQ Contractor may also submit Quotations in multiple currencies including other NATO member states' currencies under the following conditions:

- (a) the currency is of a "Participating Country" in the Task Order, and
- (b) The IDIQ Contractor can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the quotation.

10.6 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. The IDIQ Contractor, therefore, shall certify that the prices stipulated in the Task order do not include amounts to cover such direct taxes or customs duties.

10.7 The IDIQ Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The IDIQ Contractor (and its 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 the Task Order nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.

10.8 Unless otherwise specified in the instructions for the preparation of Bidding Sheets or the Task Order, all prices quoted in the quotation shall be DDP (Delivered Duty Paid) to the specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

10.9 The IDIQ Contractor's attention is directed to the fact that quotation shall contain no document and/or information other than the priced copies of the Task Order Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser unless specified otherwise in the Task Order.

10.10 When completing the Task Order Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. IDIQ Contractors are required to insert price information in all cells marked in yellow in the Task Order Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the Task Order requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the quotation, the IDIQ Contractor shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Task Order Bidding Sheets is the responsibility of the IDIQ Contractor. The Purchaser in its favour may resolve ambiguous computation of prices.

10.11 The IDIQ Contractor shall furnish Firm Fixed Price quotations, for all proposed items in the Task Order. Partial quotations shall be rejected.

10.12 The IDIQ Contractor understands that there is no obligation under the Task Order for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such Option. Furthermore, the Purchaser reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.

10.13 The IDIQ 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 the Task Order. It is the IDIQ Contractor's responsibility to inform itself of its liability in each country where such liability may arise.

10.14 Quotations exceeding the deadlines for delivery and completion of works indicated in the Task Order may be declared non-compliant.

10.15 The IDIQ Contractor shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000.

10.16 The IDIQ Contractor shall separately price the cost of Warranty. Zero values or the statement that the Quotation price includes the cost of warranty are not allowed.

10.17 The IDIQ Contractor shall send the quotation via email to the Purchaser's email address specified in paragraph 1.2 above.

11. EVALUATION CRITERIA

11.1 Quotations will be reviewed for compliance with the Quotation Submission Requirements of the Task Order. These are as follows:

- (a) The Quotation was received by the Quotation Closing Date and Time;
- (b) The Quotation is provided in the English language;
- (c) The price against the standards in section 11;
- (d) The technical proposal.

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

11.3 If it is discovered, during either the Price or Technical evaluation, that the IDIQ Contractor has taken exception to the Terms and Conditions of the IDIQ or Task Order, or has qualified and/or otherwise conditioned its Quotation on a modification or alteration of the Terms and Conditions or the language of the Task Order of IDIQ, the IDIQ Contractor may be determined to have submitted a non-compliant Quotation.

11.4 The IDIQ Contractor's quotation will be first assessed for compliance against the following standards:

- A) The quotation meets the requirements for preparation and submission of the quotation set forth in the Quotation Preparation Section and the Instructions for preparation of the Task Order Bidding Sheets.
- B) The IDIQ Contractor has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Task Order Bidding sheets, i.e. to fill out all yellow fields, may render the Quotation non-compliant. Prices cannot be embedded/included in other prices.
- C) All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Task Order Bidding Sheets.
- D) Quotation prices include all costs for items supplied, delivered, and supported.
- E) All prices have been accurately entered into appropriate columns and accurately totalled.

F) The IDIQ Contractor has provided accurate unit prices (where required) and a total price for each line item.

G) The IDIQ Contractor has provided accurate unit prices and a total price of each of the sub-items it added (if any).

H) The currency of all line items has been clearly indicated.

I) The IDIQ Contractor has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of paragraph 10.5 shall be met.

J) The IDIQ Contractor has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.

K) Quotations for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).

L) Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.

M) The Quotation meets requirements for Price Realism as described below in section 11.

11.5 A Quotation 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.

Basis of Price Comparison to determine lowest compliant Quotation

11.6 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 Quotation Closing Date.

11.7 The price comparison will be based on the Offered Grand Total Firm Fixed Price which includes all CLINs in the Task Order Bidding Sheets.

11.8 Inconsistencies and discrepancies in Quotation price quotation. In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the Quotation price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the IDIQ Contractor, for the purpose of determining the total price of the Quotation, the following order of precedence shall apply:

A) Microsoft Excel copy of the completed Bidding Sheets

Aa) Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the IDIQ Contractor

Bb) Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)

Price Realism

11.9 Should an IDIQ Contractor submit a quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic offer and may be determined to be non-compliant.

11.10 Indicators of an unrealistically low Quotation may include, but are not limited to, the following:

- A) Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the IDIQ Contractor locality for the types of labour proposed.
- B) Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- C) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

11.11 If the Purchaser has reason to suspect that an IDIQ Contractor has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the Quotation in this regard and the IDIQ Contractor shall provide explanation on one of the following basis:

- A) An error was made in the preparation of the quotation. In such a case, the IDIQ Contractor must document the nature of the error and show background documentation concerning the preparation of the Quotation that makes a convincing case that a mistake was made by the IDIQ Contractor. In such a case, the IDIQ Contractor shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- B) The IDIQ Contractor has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of IDIQ Contractor performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- C) The IDIQ Contractor recognises that the submitted Quotation is unrealistically low compared to its cost of performance and, for business reasons, the IDIQ Contractor is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Quotation and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the IDIQ Contractor shall estimate the potential loss and show that the financial resources of the IDIQ Contractor are adequate to withstand such reduction in revenue

11.12 If an IDIQ Contractor fails to submit a comprehensive and compelling response on one of the basis above, the Purchaser may determine the Quotation submitted as non-compliant. If the IDIQ Contractor responds on the basis of the above and requests to withdraw from the

competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the IDIQ Contractor to withdraw.

11.13 If the Purchaser accepts the IDIQ Contractor's explanation of mistake in section 11.11 and allows the IDIQ Contractor to accept the Task Order at the offered price, or the Purchaser accepts the IDIQ Contractor's explanation pursuant to section 11.11, the IDIQ Contractor shall agree that the supporting pricing data submitted with its Quotation will be incorporated by reference in the resultant Task Order. The IDIQ Contractor shall agree as a condition of Task Order signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Task Order and that no revisions of proposed prices will be made.

11.14 If the IDIQ Contractor presents a convincing rationale pursuant to section 11.11 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Quotation may be determined to be non-compliant.

11.15 Upon determination of the lowest-priced Quotation as described in section 11, the Quotation shall be evaluated to confirm compliance with the technical criteria specified in the Task Order.

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

Index of Clauses

1.	ORDER OF PRECEDENCE	1
2.	DEFINITIONS OF TERMS AND ACRONYMS.....	1
3.	AUTHORITY	4
4.	APPROVAL AND ACCEPTANCE OF CONTRACT TERMS	5
5.	LANGUAGE	5
6.	AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS	5
7.	FIRM FIXED PRICE CONTRACT	5
8.	PERFORMANCE GUARANTEE	6
9.	PARTICIPATING COUNTRIES.....	9
10.	SUB-CONTRACTS.....	10
11.	SECURITY.....	11
12.	RELEASE OF INFORMATION.....	12
13.	PURCHASER FURNISHED PROPERTY.....	13
14.	CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES	14
15.	HEALTH, SAFETY AND ACCIDENT PREVENTION.....	15
16.	CHANGES	15
17.	STOP WORK ORDER	17
18.	CLAIMS	18
19.	PRICING OF CHANGES, AMENDMENTS AND CLAIMS	20
20.	NOTICE OF SHIPMENT AND DELIVERY	23
21.	INSPECTION AND ACCEPTANCE OF WORK.....	24
22.	INSPECTION AND ACCEPTANCE OF DOCUMENTATION	27
23.	USE AND POSSESSION PRIOR TO ACCEPTANCE.....	28
24.	OWNERSHIP AND TITLE	28
25.	INVOICES AND PAYMENT	28
26.	TAXES AND DUTIES.....	30
27.	WARRANTY OF WORK (Exclusive of Software)	31
28.	RIGHT OF ACCESS, EXAMINATION OF RECORDS	35
29.	PATENT AND COPYRIGHT INDEMNITY	35
30.	INTELLECTUAL PROPERTY	36
	<i>Purchaser Background IPR</i>	36
	<i>Foreground IPR</i>	37
	<i>Third Party IPR</i>	38
	<i>Subcontractor IPR</i>	39
31.	SOFTWARE WARRANTY.....	39
	<i>Notification Requirement</i>	40

The Contract General Provisions

Duration of the Warranty 40

Purchaser Remedies for Breach 40

Limitations and Exclusions from Warranty Coverage 41

Markings 41

32. NATO CODIFICATION 42

 Markings..... 43

33. RELEASE FROM CLAIMS 44

34. ASSIGNMENT OF CONTRACT 44

35. TRANSFER AND SUB-LETTING..... 44

36. PURCHASER DELAY OF WORK..... 45

37. CONTRACTOR NOTICE OF DELAY 45

38. LIQUIDATED DAMAGES 46

39. TERMINATION FOR DEFAULT 46

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER 50

41. DISPUTES 55

42. ARBITRATION 55

43. SEVERABILITY..... 57

44. APPLICABLE LAW 57

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.

The Contract General Provisions

- 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

The Contract General Provisions

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 _____ . 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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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.

The Contract General Provisions

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);

The Contract General Provisions

- 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

The Contract General Provisions

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.

The Contract General Provisions

- 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

The Contract General Provisions

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.

The Contract General Provisions

- 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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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.

The Contract General Provisions

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.

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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 Contract General Provisions

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"

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

The Contract General Provisions

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.

The Contract General Provisions

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

The Contract General Provisions

- 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 authorise 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;

The Contract General Provisions

- 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 Contract General Provisions

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:

The Contract General Provisions

- 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 authorised 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

The Contract General Provisions

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 authorised 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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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.

RFQ-CO-115537-CSSF



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

BOOK II, SECTION IV

STATEMENT OF WORK



Table of Contents

SECTION 1. INTRODUCTION	3
SECTION 2. STANDARDS FOR INTERPRETATION OF THE SOW	5
SECTION 3. APPLICABLE DOCUMENTS	6
SECTION 4. PROJECT MANAGEMENT	10
SECTION 5. SCOPE OF WORK.....	22
SECTION 6. DELIVERY ACTIVITIES AND PROCESSES	35
SECTION 7. INTEGRATED PRODUCT SUPPORT.....	62
SECTION 8. QUALITY ASSURANCE AND CONTROL	77
SECTION 9. CONFIGURATION MANAGEMENT.....	83
SECTION 10. PERSONNEL SECURITY REQUIREMENTS.....	88
SECTION 11. IDIQ MANAGEMENT	89
SECTION 12. SAFETY REQUIREMENTS.....	90
ANNEX A CONTRACT DATA REQUIREMENTS LIST (CDRL)	91
ANNEX B MAINTENANCE AND SUPPORT DEFINITIONS	96
ANNEX C ENGINEERING QUALIFICATIONS AND EXPERTISE	104
ANNEX D NCSC CORE ARCHITECTURE OVERVIEW	110
ANNEX E TECHNICAL OVERVIEW AND SPECIFICATIONS.....	111

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SECTION 1. INTRODUCTION

1.1 Mission Overview

- 1.1.1 The NATO Communications and Information Agency (NCI Agency) is responsible for delivery of secure, coherent, cost effective and interoperable communication and information systems and services in support of consultation, command & control and enabling intelligence, surveillance and reconnaissance capabilities, for NATO, where and when required.
- 1.1.2 As part of the Agency leading the NATO's Digital Endeavour, the NATO Cyber Security Centre (NCSC) vision is to be the centre of technical expertise for Cyber Security within the Alliance by leading the technical collaboration within NATO and with Allied cyber defenders.
- 1.1.3 The NCSC mission is to:
- provide effective, agile and resilient cyber defences in order to enable the secure execution of the Agency's Mission and NATO's Consultation, Operations and Missions, enhancing the Alliance's collective cyber defence;
 - maintain and enhance the cyber hygiene of NATO's Enterprise networks; and
 - lead in the development and delivery of cyber security capabilities and services.

1.2 Purpose

- 1.2.1 This Statement of Work (SoW) for the Cyber Security Services Framework (CSSF) multiple-award, indefinite delivery indefinite quantity (IDIQ) contract covers the technical support that the NCSC intends to request from the selected industry partners, required to deliver NCSC services, vital to the cyber security posture of the NATO network and information infrastructure.

1.3 Key Business Benefits

- 1.3.1 The key business benefits, which the Purchaser seeks to achieve from this CSSF IDIQ Contract, are:
- 1.3.1.1 Efficient maintenance of the security of NATO network and information infrastructure, through NCSC services under the NCI Agency administration;
- 1.3.1.2 Leveraged industry best practice and know-how in NATO;
- 1.3.1.3 Flexibility to meet changing NATO requirements;
- 1.3.1.4 Improved, consistent, and justifiable value for money;
- 1.3.1.5 Reduced overheads and faster administration.
- 1.3.2 The key business benefits, which the Contractor can receive from this CSSF IDIQ Contract, are:
- 1.3.2.1 Better understanding of requirements for cyber security capabilities in large, international organisations.
- 1.3.2.2 Influential position to affect developments in large scale cyber security solutions.

1.4 Introduction and Scope

- 1.4.1 The NCI Agency, the Purchaser, potentially has growing requirements for further developments of the NCSC services. However, the Agency currently does not have a preferred vehicle to efficiently execute required procurement campaigns for services in support of NCSC capabilities.
- 1.4.2 The CSSF IDIQ Contract is aimed at establishing a multiple-award with selected suppliers as the preferred vehicle for the procurement of services as required in support of NCSC capabilities during the Period of Performance.
- 1.4.3 The Contractor shall supply items within the scope of the CSSF IDIQ to all authorised NATO Command Locations in Europe and North America including any of NATO's Affiliates, upon issuance of TOs in accordance with the terms of the Contract. The list of existing affiliates is available at <http://www.nato.int/cps/en/natolive/structure.htm>.
- 1.4.4 The Contractor shall perform to the standards in the contract and comply with all national laws and regulations during the services performed. This is a non-personal services contract. The Purchaser shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks.

1.5 General Rules

- 1.5.1 The Contractor shall deliver items under this Contract upon reception of a TO. The TO and ordering process are detailed in the "Task Orders and Ordering" Clause of the Contract Special Provisions.
- 1.5.2 This CSSF IDIQ SoW details the overarching performance requirements and is applicable to all TOs placed under this IDIQ. The Contractor shall deliver the services and equipment as requested in the TO SoW, to the destination(s) specified in the TO, in relation to the outline scope of this CSSF IDIQ SoW.
- 1.5.3 The Contractor shall establish project management organization in compliance with stipulations in SECTION 4.
- 1.5.4 The Contractor shall perform activities and follow process in compliance with stipulations in SECTION 5, SECTION 6 and SECTION 7.
- 1.5.5 The Contractor shall apply quality control measures as stipulated in SECTION 8.
- 1.5.6 The Contractor shall provide configuration management processes as stipulated in SECTION 9.
- 1.5.7 The Contractor shall comply with personnel security requirements as stipulated in SECTION 10.
- 1.5.8 The Contractor shall maintain the IDIQ Management as stipulated in SECTION 11.
- 1.5.9 The Contractor shall comply with safety requirements as stipulated in SECTION 12.

SECTION 2. STANDARDS FOR INTERPRETATION OF THE SOW

- 2.1** Throughout the SOW, the following standard interpretations shall apply:
- 2.1.1 Whenever requirements are stated herein to “include” a group of items, parameters, or other considerations, “include” shall be construed to mean “include but not limited to”.
 - 2.1.2 The word “shall” in the text express a mandatory requirement which is to be delivered through the respective Task Order(s), departure from such a task is not permissible without formal written agreement between the Contractor and the Purchaser, or unless specified otherwise in the Task Order(s).
 - 2.1.3 The word “may” in the text expresses a permissible practice or action. It does not express a requirement of the Contractor.
 - 2.1.4 The word “should” in the text express a recommendation or advice on implementing such a requirement. It is expected such recommendation or advice to be followed unless good reasons are stated for not doing so.
 - 2.1.5 The word “must” in the text is used for legislative or regulatory requirements (e.g., Health and Safety) with which both the Purchaser and the Contractor shall comply.
 - 2.1.6 The word “will” in the text express a provision or service by the Purchaser or an intention by the Purchaser in connection with a requirement of the Contractor. The Contractor is implicitly authorised to rely on such service or intention.
 - 2.1.7 All work performed under this Contract shall be in accordance with the requirements specified in this SOW and any associated Task Order.
 - 2.1.8 “Week” shall be understood as five (5) working days, taking into consideration NATO’s latest official holidays list for Belgium.
 - 2.1.9 In accordance with the “Order of Precedence” Clauses of the Contract Special Provisions, the Task Order Statement of Work and Schedule of Supplies and Services will take precedence over this IDIQ Statement of Work. Unless specified otherwise in the Task Order, the [shall], [should] and [must] requirements set forth in this IDIQ Statement of Work shall apply to all Task Orders placed under the IDIQ.

SECTION 3. APPLICABLE DOCUMENTS

3.1 General Statements

- 3.1.1 This section provides a list of references, considered applicable for the CSSF IDIQ.
- 3.1.2 The list of standards in this section does not relieve the Contractor from the obligation to comply with other applicable National Standards in countries to which the hardware and services shall be provided/ integrated/ tested.
- 3.1.3 The Contractor shall note that additional applicable publications, which may introduce detailed hardware and software measures, are also listed in other sections of the SoW or directly in the Task Orders.

3.2 NATO Standardization Agreements (STANAGS) and Publications

- 3.2.1 STANAG 4107 Ed. 11, Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications (AQAPs) – and underpinning AQAPs;
- 3.2.2 STANAG 4280 - NATO Levels of Packaging;
- 3.2.3 STANAG 4281 Ed. 3 – NATO Standard Marking for Shipment and Storage;
- 3.2.4 STANAG 4427 Ed. 3 - Configuration Management in System Life Cycle Management – and underpinning Allied Configuration Management Publications (ACMPs);
- 3.2.5 STANAG 6001, Language Proficiency Levels.

3.3 NATO Security Policy Documents

- 3.3.1 C-M(2002)49-REV1, Security within the North Atlantic Treaty Organization, dated November 2020;
- 3.3.2 (AD) 070-001, ACO Security Directive, dated January 2019;
- 3.3.3 (AD) 070-005 ACO Communication and Information Systems Security, dated May 2021;
- 3.3.4 AC/35-D/2001-REV3, Directive on Physical Security, dated November 2020;
- 3.3.5 AC/35-D/2004-REV3, Primary Directive on CIS Security, dated November 2013;
- 3.3.6 AC/35-D/2005-REV3, Management Directive on CIS Security, dated October 2015;
- 3.3.7 AC/322-D/0030-REV5, INFOSEC Technical & Implementation Directive for the Interconnection of Communication and Information Systems (CIS), dated February 2011;
- 3.3.8 AC/322-D/0048-REV3 (INV), Technical and Implementation Directive on CIS Security, dated November 2019;
- 3.3.9 AC/322-D(2017)0016, Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products, dated March 2017;
- 3.3.10 NATO Security Accreditation Plan (SAP) for NATO Computer Incident Response Capability (NCIRC), v.7.0, dated Feb 2021.

3.4 SECAN Doctrine and Information Publication

- 3.4.1 SDIP-27/2 - Published as C3B Document AC/322-D(2016)0022, NATO TEMPEST Requirements and Evaluation Procedures (NATO CONFIDENTIAL), dated March 2016;
- 3.4.2 SDIP-29/2 - Published as C3B Notice AC/322-N(2014)0158-ADD3, Selection and Installation of Equipment for the Processing of Classified Information, dated March 2015.

3.5 NCI Agency Documents

- 3.5.1 NATO Communications and Information Agency Costed Customer Services Catalogue;
- 3.5.2 Agency Directive AD 06.00.08 Information Management, latest published version;
- 3.5.3 Agency Directive AD 06.00.03 Risk Management, Aug 2014;
- 3.5.4 Agency Process Definition and Execution Document (PDED) 06.01.03 Govern Risk Management, latest published version;
- 3.5.5 Agency Instruction AI 16.31.03 – Requirements for the Preparation of IPSP;
- 3.5.6 Agency Instruction AI 16.31.10 – Spare Parts Modelling;
- 3.5.7 Agency Instruction AI 16.31.07 – GD (Guidance Document) for ASD-AIA-ATA S1000D TechPubs;
- 3.5.8 Agency Instruction AI 16.31.07 Annex A – S1000D Issue 5.0 Business Rules Decision Point (BRDP) Index;
- 3.5.9 Agency Instruction AI 16.31.11 – Requirements for the Preparation of TNA Reports;
- 3.5.10 Agency Instruction AI 16.31.12 – WSG (Writing Style Guide) for ASD-AIA-ATA S1000D TechPubs;
- 3.5.11 Agency Instruction AI 16.31.13 – ISG (Illustration Style Guide) for ASD-AIA-ATA S1000D TechPubs;
- 3.5.12 Agency Instruction AI 16.31.04 – Requirements for the preparation of TRNP;
- 3.5.13 Agency Instruction AI 16.31.04 Annex A – Training POAP (Plan On A Page);
- 3.5.14 Agency Instruction AI 16.31.04 Annex B – Training Feedback Form;
- 3.5.15 Agency Instruction AI 16.31.04 Annex C – Training Evaluation Report Form;
- 3.5.16 Agency Instruction AI 16.32.04 – ABL Template;
- 3.5.17 Agency Instruction AI 16.32.05 – PBL Template;
- 3.5.18 Agency Instructions AI 16.32.02 – Preparation of ECP forms;
- 3.5.19 Agency Instructions AI 16.32.03 – Preparation of RFC forms.

3.6 International Standards and Specifications

- 3.6.1 ISO 9001:2015 – Quality Management Systems;
- 3.6.2 ISO 10007 – Configuration Management in Systems Life Cycle Management;
- 3.6.3 ISO 15288:2015 – System and Software Engineering;

- 3.6.4 ISO 19011:2002 – IEEE Standard 15288.2:2014 – IEEE Standard for Technical Reviews and Audits on Defense Programs;
- 3.6.5 ISO/IEC/IEEE 29119-1:2013 Software and systems engineering – Software testing – Part 1: Concepts and definitions;
- 3.6.6 ISO/IEC/IEEE 29119-2:2013 Software and systems engineering – Software testing – Part 2: Test processes;
- 3.6.7 ISO/IEC/IEEE 29119-3:2013 Software and systems engineering – Software testing – Part 3: Test documentation;
- 3.6.8 ISO/IEC/IEEE 29119-4:2015 Software and systems engineering – Software testing – Part 4: Test techniques;
- 3.6.9 ISO/IEC 25010-2011, Systems and software engineering – Systems and software Quality Requirements and Evaluation (SQuaRE) – System and software quality models;
- 3.6.10 IEC 61078:2016 – Reliability Block Diagrams;
- 3.6.11 IEC 60812: 2018 – Failure Modes and Effects Analysis (FMEA and FMECA);
- 3.6.12 IEC 62550:2017 – Spare Parts provisioning;
- 3.6.13 ASD S1000D Issue 5.0 – International Specification for the Procurement and Production of Technical Publications;
- 3.6.14 ASD S2000M Issue 6.0 – International Specification for Material Management;
- 3.6.15 ASD S3000L Issue 1.1 – International Procedure Specification for Logistic Support Analysis (LSA);
- 3.6.16 INCOTERMS 2020 – International Chamber of Commerce: International Commercial Terms.

3.7 MIL Standards and Handbooks

- 3.7.1 MIL-STD-882E – Systems Safety;
- 3.7.2 MIL-HDBK-338B – Electronic Reliability Design Handbook;
- 3.7.3 MIL-HDBK-470A – Designing and Developing Maintainable Products and Systems;
- 3.7.4 MIL-STD-1629A – Procedures for Performing a Failure Mode, Effects, and Criticality Analysis;
- 3.7.5 AR 700-82/SECNAVINST 4410.23/AFMAN 21-106 – SMR Coding.

3.8 Health and Safety (H&S) Directives and Standards

- 3.8.1 Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety;
- 3.8.2 Directive 2014/30/Eu of The European Parliament and of The Council of 26 February 2014 – electromagnetic compatibility;
- 3.8.3 Directive 2014/35/Eu of The European Parliament and of The Council of 26 February 2014 – ‘low voltage directive’;

- 3.8.4 RoHS-2 Directive [2011/65/EU] shall be applied to all individual components of the hardware. 2015/863 RoHS 2 amendment shall be applied for products placed on the market on or after 22 July 2019;
- 3.8.5 IEC 60950 series: Information technology equipment – Safety;
- 3.8.6 IEC 61508 Functional safety of electrical/electronic/programmable electronic safety-related systems;
- 3.8.7 IEC 62821 series: Electric cables - Halogen-free, low smoke, thermoplastic insulated and sheathed cables of rated voltages up to and including 450/750V;
- 3.8.8 IEC 61000 series – Electromagnetic compatibility (EMC);
- 3.8.9 IEC 60529 – Degrees of protection provided by enclosures (IP Code);
- 3.8.10 EN 61340-5-1:2016 Electrostatics. Protection of electronic devices from electrostatic phenomena;
- 3.8.11 MIL-STD-1472G, DoD Design Criteria Standard, Human Engineering, dated 2012.

SECTION 4. PROJECT MANAGEMENT

4.1 Project Organization

4.1.1 Purchaser Project Organization and Responsibilities

- 4.1.1.1 The Project will be managed and subject to review by the Purchaser who will be represented by the NCI Agency Project Management Team (PMT). The PMT will include NCI Agency functional elements, including ACQ Contracting Officer and IPS Officer. It will be chaired by the NCI Agency Project Manager (PM).
- 4.1.1.2 The PMT will be responsible for reviewing the deliverables for the supervision of the implementation and for acceptance of the system. The PMT will constitute the interface with the Contractor.

4.1.2 Contractor's Responsibilities, Organization and Personnel

- 4.1.2.1 The Contractor shall establish a project management organization for the purpose of performing and managing the efforts necessary to satisfactorily discharge their responsibilities under the TO Contract.
- 4.1.2.2 The Contractor shall also provide the necessary manpower and resources to conduct and support the management and administration of their operations to meet the overall objectives of the TO Contract.
- 4.1.2.3 The Contractor shall apply the PRINCE2 project management methodology to the planning and delivery of the services under the TO Contract.
- 4.1.2.4 Contractor shall provide highlight reports and attend project progress meetings as required.
- 4.1.2.5 During project execution, the project shall be controlled in accordance with the approved Project Implementation Plan (PIP).
- 4.1.2.6 As part of the monitoring and control function, the Contractor shall advise the Purchaser at all times of potential problems and schedule risks.
- 4.1.2.7 Both the Contractor Project Manager and the Contractor Technical Lead identified below shall be considered as Key Personnel in accordance with the Special Provisions of this Contract. Because of their role in coordinating with the Purchaser, all Key Personnel must be fluent in English.

4.1.3 Contractor Project Manager (CPM)

- 4.1.3.1 The Contractor shall designate a CPM, responsible for the performance for the work.
- 4.1.3.2 The CPM shall
 - be fluent in the technical aspects and requirements;
 - oversee the QC/QA of the project (single Task Orders or projects);
 - monitor Task Order progress;
 - serve as Task Order spokesperson and primary contact for the Purchaser's PM
 - provide conflict resolution;

- provide resource management; and
 - serve in an on-site role as designated per Task Order.
- 4.1.3.3 Contractor PM Qualifications shall include at least six years' experience as the PM for an effort of similar scope, duration, complexity and cost, including the application of a formal project management methodology such as PRINCE2.
- 4.1.4 Contractor Technical Lead
- 4.1.4.1 The Contractor shall designate a Technical Lead (TL) for the project. The TL shall lead the analysis, design, development, integration, transition and follow-on efforts of the Contractor.
- 4.1.4.2 Contractor TL Qualifications shall include:
- a Master's degree in engineering or computer science or shall have equivalent work experience;
 - at least seven (7) years of experience in engineering positions associated with the review, design, development, integration, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use;
 - a membership of recognised professional body;
 - at least seven (7) years of experience in system design and integration of networking and communication component parts similar to those being utilised for the purpose of the TO Contract.
- 4.1.5 Contractor Test Director
- 4.1.5.1 The Contractor shall designate a Test Director for all test activities conducted under the TO Contract. The Test Director shall direct test planning, design and tools selection, establish guidelines for test procedures and reports, and co-ordinate with the Purchaser on test support requirements and manage the Contractor test resources.
- 4.1.5.2 Contractor Test Director Qualifications shall include at least five (5) years' experience in the design and execution of communication information systems test campaigns as well as proven knowledge of test automation techniques and tools.
- 4.1.6 Contractor Quality Assurance Representative
- 4.1.6.1 The Contractor shall designate a qualified individual to serve as the Contractor Quality Assurance Representative (CQAR), who will act as the Quality Assurance Manager for activities under the TO Contract. The CQAR shall report to a separate manager within the Contractor's organization at a level equivalent to or higher than the PM.
- 4.1.6.2 CQAR Qualifications shall include at least seven (7) years' experience in working with quality control methods and tools, applying industry quality assurance standards as well as have a broad knowledge of NATO Standards (e.g. STANAG 4107 Ed. 11), processes and procedures applicable to Quality Assurance (QA) and Quality Control (QC) in the industry.
- 4.1.6.3 The CQAR shall be independent from the project team and be involved in any project review, acceptance and delivery.

- 4.1.7 Contractor Integrated Product Support Manager
 - 4.1.7.1 The Contractor shall designate an Integrated Product Support (IPSP) manager for the project.
 - 4.1.7.2 The IPS Manager shall have at least ten years' experience in Supportability Engineering for HW/SW intensive Systems, preferably in the Defense and Electronic sector.
 - 4.1.7.3 Contractor IPS Manager Qualifications shall include a systems engineering background or a supportability engineering equivalent certification with deep knowledge of the IPS related NATO standards, handbooks, ISOs/IEC and ASD (Aerospace & Defence) Suite (S1000D, S2000M, S3000L) and tools. The IPS manager shall have experience in all the files of IPS (e.g. LSA – Logistic Support Analysis, RAMT – Reliability, Availability, Maintainability and Testability, Training, Documentation etc.) and Configuration Management standards and procedures (e.g. STANAG 4427 Ed. 3 and ISO 10007).
- 4.1.8 Contractor Configuration Manager
 - 4.1.8.1 The Contractor shall designate a Configuration Manager for the project.
 - 4.1.8.2 The Configuration Manager shall be responsible for the preparation and execution of the entire set of configuration management processes and procedures in accordance with configuration management standards including STANAG 4427 Ed. 3 (and underpinning ACMPs) and ISO 10007: 2017 (or equivalent, e.g. EIA649C).
 - 4.1.8.3 The Configuration Manager shall have at least ten (10) years of proven experience on configuration management activities for hardware/software intensive solutions, preferably in the defence and electronics sector and/or IT, or hold a formal certification in configuration management with 5 (five) years of proven experience in CM.

4.2 Project Implementation Plan (PIP)

- 4.2.1 Scope of the PIP
 - 4.2.1.1 The Contractor shall submit a Project Implementation Plan (PIP) that describes how the Contractor implement project/contract administration, including details of the controls that are applied to supervise Sub-Contractor performance.
 - 4.2.1.2 The plan shall also define the details of liaison amongst the Purchaser, the Contractor and any Sub-Contractors.
 - 4.2.1.3 The PIP shall be furnished with the quotation and its related documentation shall be the primary guideline in developing the PIP to be provided in accordance with the requirements set forth therein.
 - 4.2.1.4 After approval by the Purchaser, any new version of the PIP shall constitute the unique Contractor's reference for the project implementation.
 - 4.2.1.5 The PIP shall consider all project implementation aspects, which include management provisions, facilities, schedules, personnel assignments, external relationships and project control.

- 4.2.1.6 The PIP shall be in sufficient detail to allow the Purchaser to assess the Contractor's plans and abilities in implementing the entire project in conformance with the requirements specified.
- 4.2.1.7 The PIP to be prepared by the Contractor shall include as a minimum the following sections:
- Section 1: Project Overview
 - Section 2: Applicable Documents
 - Section 3: Project Management Plan
 - Section 4: System Design, Integration and Implementation Plan
 - Section 5: Integrated Product Support Plan
 - Section 6: Quality Assurance Plan
 - Section 7: Configuration Management Plan
 - Section 8: Master Test Plan
 - Section 9: Documentation Plan
 - Section 10: Training Plan.
- 4.2.2 Project Overview
- 4.2.2.1 Section 1 of the PIP shall contain a Project overview, which shall provide an executive summary overview of activities within the scope of the TO SoW, summarising the main features of each of the PIP sections and indicate how the Project will be executed during the full lifetime of the Project.
- 4.2.3 Applicable Documents
- 4.2.3.1 Section 2 of the PIP shall contain the list of documents or standards referenced by the other sections of the PIP.
- 4.2.4 Project Management Plan
- 4.2.4.1 Section 3 of the PIP shall provide the Project Management Plan (PMP), which shall include:
- 4.2.4.1.1 The management structure of the Contractor's team.
 - 4.2.4.1.2 A list of Key Personnel assigned to the Contractor's team and their respective roles, responsibilities and authority, as well as their qualifications, experiences and security clearances.
 - 4.2.4.1.3 The PMP shall identify all major Contractor operating units and any Sub-Contractors and suppliers involved in the delivery of the services, and a description of the portion of the overall effort or deliverable item for which they are responsible.
 - 4.2.4.1.4 The PMP shall include a Project Breakdown Structure (PBS) that shall contain the critical work elements (tasks) of the project and illustrate their relationships to each other and to the project as a whole.
 - 4.2.4.1.5 The PBS shall be represented either as a hierarchical list, or mind map.
 - 4.2.4.1.6 The PMP shall include the details of the Contractor's methodology for Project Control, including Project Reporting (paragraph 4.6.1) and Project Meetings (paragraph 4.6.2).

- 4.2.4.1.7 The PMP shall include the details of the Contractor's Risk Management approach.
- 4.2.4.1.8 The PMP shall include the details of the Contractor's Issue Management approach.
- 4.2.4.1.9 The PMP shall include the contact details of all Contractor and Sub-Contractor personnel.
- 4.2.4.1.10 The PMP shall include a current and maintained Calendar for all Contractor and Sub-Contractor resources, identifying any periods of leave, National or Official holidays.
- 4.2.5 System Design, Integration and Implementation Plan
 - 4.2.5.1 Section 4 of the PIP shall cover the System Design, Integration and Implementation aspects of the Project.
 - 4.2.5.2 The Contractor shall include all the areas as required within the scope of the TO SoW to present how the functional, performance and technical specifications shall be met.
 - 4.2.5.3 The Contractor shall include a Site Implementation Plan, detailing the strategy that will be followed to enable the successful implementation of services at a site to achieve Preliminary System Acceptance.
- 4.2.6 Integrated Product Support Plan
 - 4.2.6.1 Section 5 of the PIP shall cover the IPS aspects of the Project.
 - 4.2.6.2 This Section shall detail the Contractor's approach to meeting the IPS requirements, as specified in SECTION 7 of this CSSF IDIQ SOW.
 - 4.2.6.3 Section 5 shall include the Integrated Product Support Plan (IPS Plan, refer to paragraph 7.1).
- 4.2.7 Quality Assurance Plan
 - 4.2.7.1 Section 6 of the PIP shall cover the Quality Assurance and Quality Control aspects of the Project, as specified in SECTION 8 of this CSSF IDIQ SOW.
 - 4.2.7.2 This Section shall include the QA Plan (QAP), with details of how the Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) program, throughout the lifetime of the TO Contract.
- 4.2.8 Configuration Management
 - 4.2.8.1 Section 7 of the PIP shall cover the Configuration Management aspects of the Project.
 - 4.2.8.2 This Section shall include the Configuration Management Plan, as specified in paragraph 9.3.1 of this SOW.
- 4.2.9 Master Test Plan
 - 4.2.9.1 Section 8 of the PIP shall define the Contractor's Master Test Plan (MTP).
 - 4.2.9.2 The MTP shall include a description of the allocation of personnel, testing strategy and the schedule to accomplish all the test and acceptance activities, up to and including Site Acceptance Test, as specified in 6.5.2.6.

4.2.10 Documentation Plan

4.2.10.1 Section 9 of the PIP shall define all Documentation being delivered by the Contractor and all referenced documentation.

4.2.11 Training Plan

4.2.11.1 Section 10 of the PIP shall define the Contractor's Training Plan.

4.2.11.2 The Training Plan shall include a description of the allocation of personnel, training strategy and the schedule to accomplish all the training activities, as specified in the TO SoW.

4.3 Project Master Schedule (PMS)

4.3.1 The Contractor shall establish and maintain a Project Master Schedule (PMS) that contains all TO Contract events and milestones for the Project.

4.3.2 The Contractor shall ensure all planned deliverables are completed in accordance with the Schedule of Supplies and Services (SSS) and that all deliverables are completed on or before the Effective Date on Contract (EDC) of the TO Contract plus (+) dates in accordance with the TO SSS.

4.3.3 The PMS shall show all contractual deliverables, the work associated with them, and their delivery dates.

4.3.4 The PMS shall not be cluttered with events or tasks internal to the Contractor, unless they are of major importance to the Project.

4.3.5 The PMS shall be provided in Microsoft Project format. For each task, the PMS shall identify the start and finish dates, duration, predecessors, constraints, and resources.

4.3.6 The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.

4.3.7 The Contractor shall produce a PMS Plan on a Page (PMSPOAP) representing the whole project as detailed in the PMS.

4.3.8 The PMSPOAP shall be produced in Microsoft Visio Format, and be updated on a monthly basis as part of the Project Status Reporting cycle.

4.4 Documentation

4.4.1 The Contractor shall submit all documents as specified in the TO, based on the timelines defined in the TO delivery matrix; see the Contract Data Requirements List (CDRL) template, Annex A, Table 1.

4.4.2 Documents marked in the TO with an asterisk* are living documents and shall be updated throughout the life of the project.

4.4.3 File formats marked in the TO with double asterisk ** may be managed as SharePoint forms on the portal rather than the format defined in the table – subject to approval by the Purchaser Project Manager.

4.4.4 Documents shall be mastered in the Project Portal provisioned by the Purchaser.

4.4.5 All documents shall conform to the file naming and versioning standards identified in section 7.5 of this SOW.

- 4.4.6 Any formal submission of any document on the portal will not be recognised unless an email is submitted to the Project Managers and Contracting Officers of both parties (Purchaser and Contractor).
- 4.4.7 Document reviews must adopt Track Changes (for Microsoft Word documents). Review comments for other file formats will be managed as separate files.

4.5 Documentation Review and Acceptance

- 4.5.1 The Purchaser will review each Document in detail for a period of up to ten (10) working days after submission on to the Portal. During this review period, the Contractor shall make available to the Purchaser technical and contractual support as necessary to enable the Purchaser to perform the review. At the end of this period, the Purchaser will provide the Contractor with a detailed review.
- 4.5.2 Within ten (10) working days of receiving the Purchaser's review of a document, the Contractor shall incorporate all the modifications, additions and expansions required by the Purchaser. The Purchaser, provided that all comments are incorporated, shall then formally accept the document.
- 4.5.3 The Purchaser reserves the right to request an additional cycle of review for each document should the Contractor not incorporate all the modifications, additions and expansions required by the Purchaser. Any delays to the project will be the responsibility of the Contractor.
- 4.5.4 The Purchaser reserves the right to exercise Articles defined in the Special Provisions should the additional review cycles of a document be incomplete.
- 4.5.5 The Purchaser reserves the right to require the Contractor to make further changes to any document, to correct any errors detected during the implementation or to reflect any technical or contractual changes necessary as a result of any supplemental agreement made to the TO contract.
- 4.5.6 The approval of the PIP by the Purchaser signifies that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from their responsibilities to achieve the contractual and technical requirements of the TO Contract. The requirements of the TO Contract supersede any statement in the PIP in case of any conflict, ambiguity or omission.

4.6 Project Controls

- 4.6.1 Project Status Reports (PSR)
- 4.6.1.1 The Contractor shall provide a Project Status Report (PSR), five (5) working days prior to the Project Review Meeting (PRM) as detailed in paragraph 4.6.5.
- 4.6.1.2 Failure to submit the PSR onto the project portal five (5) working days prior to the PRM may result in a delay of the PRM – any additional costs or expenses as a result of this delay will be borne by the Contractor.
- 4.6.1.3 The PSR shall include the following items:
- Summary of project activities during the preceding month, as well as including the status of current and pending activities;
 - Progress of stage plan, exception plan(s), and schedule status, highlighting any changes since the preceding report;
 - Description of any identified issues and high risk areas with proposed

solutions and corrective actions;

- Test(s) conducted and results;
- Proposed changes in Contractor personnel;
- Summary of Change Requests requested or approved;
- Plans for activities during the following reporting period, identifying all dependencies;
- Risk and Issues log update;
- Warranty claims report (during the warranty period) detailing, as a minimum, the incidents and service requests for the period alongside their respective statuses, progress, fixes, workarounds and solutions implemented for each incident in the period.

4.6.1.4 The Purchaser will by mutual agreement with the Contractor amend the content, format and regularity of the PSR throughout the life of the project.

4.6.2 Project Meetings

4.6.2.1 Except otherwise stated in the TO Contract, the following provisions shall apply to all meetings to be held under the TO Contract.

4.6.2.2 Meetings shall take place at NCI Agency premises in Mons. However, at the discretion of the Purchaser PM, alternative locations or virtual meetings may be permitted.

4.6.2.3 The Contractor shall submit a meeting request and meeting agenda five (5) working days prior to any meeting. However, at the discretion of the Purchaser PM, meetings may be arranged with shorter notice.

4.6.2.4 The Contractor shall take meeting minutes with records of topics, problems, discussions and all decisions made, including copies of the current Action Item List, Project Schedule and Risk Analysis/Assessment, as Annexes.

4.6.2.5 The Contractor shall take meeting minutes real time during a meeting and shall be agreed, signed and countersigned by the Contractor and the Purchaser representatives, daily, by close of business unless agreed otherwise before the meeting.

4.6.2.6 The Contractor shall schedule approval (signatures) of the final content, both recorded discussion items and agreed action items, to take place by close of business on the last day of the meeting.

4.6.2.7 The participants shall not regard these minutes as a mechanism to change the terms, conditions or specifications of the TO Contract, or as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by authorised mechanisms as set forth in the TO Contract.

4.6.2.8 Any documentation, even in draft format, that may be useful to the Purchaser in preparing for meetings and ensuring efficient discussions during the meetings shall be provided to the Purchaser no later than two (2) working days before the meeting.

4.6.3 Project Kick-Off Meeting

4.6.3.1 The CPM shall participate in the kick-off meeting of the TO SoW-related project with the Purchaser's Project Team within 10 (ten) working days following the EDC.

- The meetings shall be held at the Purchaser's facility in Mons, and shall be arranged by the Purchaser.
- 4.6.3.2 The Contractor shall propose which resources shall be in attendance (including Sub-Contractor personnel). This must be agreed by the Purchaser PM in advance 2 weeks prior to the meeting.
- 4.6.3.3 The Contractor (and Sub-Contractor) Project personnel shall introduce themselves, and explain which project deliverables they are accountable for and what work they are responsible for.
- 4.6.3.4 The CPM shall present the PIP as defined in paragraph 4.2 and explain how the Contractor intends to manage the implementation and deployment approach to the sites.
- 4.6.3.5 The Contractor's Technical Lead resources shall introduce how the Contractor intends to fulfil the technical implementation work, mandated to follow phases as listed in paragraph 6.2. This shall include the Service Transition and Site Survey aspects.
- 4.6.3.6 The Contractor's IPS resource shall introduce how the Contractor intends to fulfil the IPS scope of work as described in SECTION 7.
- 4.6.3.7 The Contractor's Test Director shall introduce how the Contractor intends to fulfil the Testing scope of work, part of the implementation phase, following processes as described in section 5.6.
- 4.6.4 Design Review Meetings
- 4.6.4.1 The Contractor shall co-ordinate the Design Reviews.
- 4.6.4.2 Meetings shall take place at NCI Agency premises in Mons. However, at the discretion of the Purchaser PM, alternative locations or virtual meetings may be permitted.
- 4.6.4.3 In addition to the scope and requirements for design reviews as described in 6.4, the Contractor shall provide the following, if applicable, at all design reviews:
- Changes to the PMS;
 - Risk assessment of proposed changes, and an update of the Risk Log and Issue Logs.
- 4.6.5 Project Review Meetings
- 4.6.5.1 The Contractor shall coordinate and hold Project Review Meetings (PRM) with the Purchaser.
- 4.6.5.2 The PRMs shall be held at least once a month throughout the Period of Performance, and one every three (3) months during the Warranty period.
- 4.6.5.3 The Contractor shall provide a PSR, five (5) working days prior to each PRM.
- 4.6.5.4 The Contractor shall submit a meeting request and meeting agenda five (5) working days prior to the PRM.
- 4.6.5.5 Project delivery problems shall be identified, discussed and escalated with the Purchaser PM promptly, and shall not be held until PRMs.
- 4.6.5.6 The PRMs shall be conducted in one of the Purchaser's sites or the Contractor's sites and the location shall be subject to the Purchaser PM's approval. Mons shall

be considered the primary location to conduct the PRMs. However, the location of PRMs may vary and, where possible, be scheduled with other project meetings.

- 4.6.5.7 The PRM shall be held on the first Tuesday of each month. Deviation from this is subject to approval by the Purchaser PM.
- 4.6.5.8 The Contractor shall conduct a PRM once a month throughout the TO Contract period of performance and once a quarter during the warranty period (if required). This cadence may increase or decrease if deemed necessary by the Purchaser.
- 4.6.6 Other Meetings
 - 4.6.6.1 The Purchaser will host all other meetings unless there is a specifically agreed need to review material, witness technical demonstrations or testing, or perform any other activity outside of the Purchaser's premises, as part of the meeting.
 - 4.6.6.2 The Contractor shall identify to the Purchaser's PM any other meetings with NATO personnel required to support the TO Contract.
 - 4.6.6.3 Upon approval by the Purchaser's PM, the Contractor shall schedule, organise, and conduct such meetings.

4.7 Risk Management

- 4.7.1 The Contractor shall establish an overall Risk Management process for the project, subject to Purchaser's approval, and maintain the process throughout the TO Contract period, in compliance with ref. 3.5.3 and 3.5.4.
- 4.7.2 The Contractor shall apply the Risk Management process and identify all risks (management, technical, schedule, and cost risks), evaluate each risk, and select a proposed response for each risk, subject to Purchaser's approval.
- 4.7.3 The Contractor shall evaluate each risk, result in the risk being rated as High, Medium, or Low, based on its probability and impact.
- 4.7.4 For each risk, the proposed response shall be selected from the following list:
 - 4.7.4.1 Prevention: Terminate the risk by doing things differently and thus removing the risk, where it is feasible to do so. Countermeasures are put in place that either stop the threat or problem from occurring or prevent it from having any impact on the project or business.
 - 4.7.4.2 Reduction: Treat the risk by taking action to control it in some way where the action either reduces the likelihood of the risk developing or limits the impact on the project to acceptable levels.
 - 4.7.4.3 Acceptance: Tolerate the risk – e.g. if no mitigation determined at a reasonable cost or the likelihood and impact of the risk occurring are at an acceptable level.
 - 4.7.4.4 Contingency: Plan and organise actions to come into force as and when the risk occurs.
 - 4.7.4.5 Transference: Pass the management of the risk to a third party (e.g. insurance policy or penalty clause), such that the impact of the risk is no longer an issue for the health of the project.
- 4.7.5 The Risk Management data shall be presented in a Risk Log.
 - 4.7.5.1 The Contractor shall create a Risk Log in the Project Portal, and shall be responsible for maintaining the log throughout the project.



4.7.5.2 The Risk Log shall be a table listing the risks, and shall include the following information:

- Risk identifier: unique code to allow grouping of all information on this risk;
- Description: brief description of the risk;
- Risk category (e.g. commercial, legal, technical);
- Impact: effect on the project if this risk were to occur;
- Probability: estimate of the likelihood of the risk occurring;
- Proximity: how close in time is the risk likely to occur;
- Countermeasure(s): what actions have been taken/will be taken to counter this risk;
- Owner: who has been appointed to keep an eye on this risk;
- Author: who submitted the risk;
- Date identified: when was the risk first identified;
- Date of last update: when was the status of this risk last checked;
- Status: e.g. dead, reducing, increasing, no change.

4.8 Issue Management

4.8.1 An issue is anything that could have an effect on the Project, either detrimental or beneficial (change request, problem, error, anomaly, risk occurring, query, change in the project environment). An Issue Log shall be established, to record and track all issues and their status.

4.8.2 The Contractor shall create an Issue Log and a related Action Item List (AIL) in the Project Portal, and shall be responsible for maintaining both the log and the AIL throughout the project.

4.8.3 The Issue Log shall be a table and shall comprise the following information:

- Project Issue Number,
- Project Issue Type (Request for change, Off-specification, general issue such as a question or a statement of concern),
- Author,
- Date identified,
- Date of last update,
- Description,
- Action items, linked to items in the AIL,
- Responsible (assigned individual in charge of the issue),
- Suspense date (suspense date for the issue resolution),
- Issue Priority,
- Issue Status.

4.8.4 The AIL shall be a table and shall comprise the following information:

- Project Action Identifier,
- Action details,
- Action Owner (assigned individual, leading execution of the action item),

- Action Actors (individuals and/or organisations involved),
- Date initiated,
- Date of last update,
- Project Issue Number, related to the action,
- Suspense date (suspense date for the action item),
- Action Priority,
- Action Status.

4.9 Independent Verification, Validation and Quality (IVVQ)

- 4.9.1 The Purchaser will appoint an Independent Verification, Validation and Quality (IVVQ) representative at execution of TOs. The main objective of the IVVQ activities will be the evaluation of the performance of the Contractor and the verification of the work being performed under the related effort, in particular evaluation of Contractor deliverables and testing activities.
- 4.9.2 The IVVQ representative will also monitor, assess, and report on the Contractor's performance in order to identify, as early as possible, perceived problem areas.
- 4.9.3 The Contractor shall transfer all information deemed necessary to perform the IVVQ activities to the Purchaser, on the Contractor's own initiative or on request by the IVVQ representative of the Purchaser.

4.10 Project Portal

- 4.10.1 The Contractor shall maintain a Project Portal (provided by the Purchaser), if requested in the TO SoW, in order to maintain all relevant (classified up to NATO Restricted) project documentation and datasets.
- 4.10.2 The Contractor shall enable the Purchaser to access the Portal, using the Purchaser provided REACH laptops as provided under the "REACH Capability" Clauses of the Contract Special Provisions or any other approved device/mechanism for the exchange of NATO Restricted information.
- 4.10.3 The Contractor shall make available to the Purchaser access to the Issue Log, Risk Log, Project Master Schedule, and other datasets and tools required by this SOW on the Project Portal.
- 4.10.4 The Contractor shall make available the Project Portal to allow the Purchaser access to the finished and in-progress items, including design specifications and documentation.
- 4.10.5 The Contractor shall use version control for all documentation published in the project portal.
- 4.10.6 The portal shall include all contractor-provided technical documentation.
- 4.10.7 The portal shall include other documents as directed by the Purchaser's PM, CO or NATO Quality Assurance Representative (NQAR).
- 4.10.8 The documents posted to the portal shall clearly indicate the version number inside the document.
- 4.10.9 The Contractor shall keep the portal up to date, in support of access by the users, or the Purchaser, through the warranty period, and any subsequent extensions.

SECTION 5. SCOPE OF WORK

5.1 Scope overview

- 5.1.1 This SoW defines the general requirements for services and supplies provided under this Framework.
- 5.1.2 Services within the scope of this Framework fall under three primary categories of tasks as follows:
 - 5.1.2.1 Tasks Category 1: Deployment, configuration and integration of NCSC-CORE-Tier-3 (remote) enclaves, further detailed in section 5.2.
 - 5.1.2.2 Tasks Category 2: Integration services for specialised cyber security services, further detailed in section 5.3.
 - 5.1.2.3 Tasks Category 3: Level of Effort (LoE)-based Subject Matter Expert (SME) consultancy services from the Cyber and Core Infrastructure areas of expertise to support of development of capabilities in the NCSC CORE solution, further detailed in section 5.4.
- 5.1.3 The Contractor shall provide all knowledge, expertise, facilities, equipment, personnel, materials required to provide the services described below.

5.2 Tasks Category 1: NCSC-CORE-Tier-3 Enclave

- 5.2.1 This section further details delivery of NCSC CORE-Tier-3 Enclaves in a Purchaser site, following processes as detailed in this SoW.
- 5.2.2 Generic overview of the NCSC architecture is provided in Annex D.
- 5.2.3 NCSC CORE Tier-1 is out of scope of this SoW.
- 5.2.4 The Contractor shall include all necessary configuration updates in Tier-2 of the NCSC CORE solution (further in this document called NCSC CORE-T2), required for NCSC CORE-Tier-3 enclave integration with the corresponding Tier-2 NCSC CORE-T2 instance.
- 5.2.5 Implementation details of NCSC CORE-Tier-3 services are provided in corresponding 5.3 paragraphs.
- 5.2.6 The Contractor shall provide project management services for NCSC CORE-Tier-3 tasks, further detailed in SECTION 4.
- 5.2.7 The Contractor shall provide system engineering services to cover requirements review, site surveys, detailed design, site implementation, integration, and testing planning in compliance with requirements in SECTION 6.
- 5.2.8 The Contractor shall procure and prepare the NCSC CORE-Tier-3 Enclave components for delivery to the Purchaser site, within the scope of hardware and software as defined in the SSS of the TO.
- 5.2.9 The Contractor shall deliver the required hardware and software when the Purchaser site is prepared, within the scope of hardware and software defined in the SSS of the TO.
- 5.2.10 The Contractor shall execute installation/deployment, on-site testing, training, and activation activities.

- 5.2.11 The Contractor shall modify the Local Compliance Statement for each affected interface of NCSC CORE-T2 management components, following a template and guidance from the Purchaser, provided as PFE at the TO execution.
- 5.2.12 The Contractor shall update the existing design documentation for the Purchase site, including elements under the scope of the TO.

5.3 Tasks Category 2: Cyber Security Services

- 5.3.1 This section describes details of specific NCSC CORE services under the scope of this SoW. Each service, as described in this section, is identified as separate tasks in the related SSS CLIN and should be seen as separate deliverables.
- 5.3.2 Generic technical description of cyber security services within the scope of this SoW is provided in corresponding sections of Annex E.
- 5.3.3 **General requirements**
 - 5.3.3.1 This section specifies generic requirements, applicable for all services below.
 - 5.3.3.2 The Purchaser may request delivery of services in Greenfield Installation and/or Brownfield Installation mode, specified in the TO SoW.
 - 5.3.3.2.1 The Greenfield Installation mode assumes no footprint of NCSC CORE services in a Tier 3 site within the scope of the TO SoW; typically, applicable for new remote sites with NATO CIS infrastructure in development;
 - 5.3.3.2.2 The Brownfield Installation mode assumes an existing footprint of the NCSC CORE services in a Tier-3 site within the scope of the TO SoW; typically applicable for sites with an existing NATO CIS infrastructure. Tasks in Brownfield Installation mode may take the form of either:
 - 5.3.3.2.2.1 New: provide a new CORE NCSC system, technology, or service
 - 5.3.3.2.2.2 Upgrade: provide an upgrade for an existing NCSC CORE system, technology, service.
 - 5.3.3.3 The Contractor shall apply the NCSC CORE sensor placement methodology guidance when deploying services within the scope of the TO, provided by the Purchaser as PFE at the TO execution.
 - 5.3.3.4 The Contractor shall configure the local enclave switch to enable remote management solution for applicable hardware components, as described in Annex E, paragraph E.2.2.
 - 5.3.3.5 The Contractor shall perform activities and apply processes as defined in paragraph 6.6 when implementing services of the Tasks Category 2.
 - 5.3.3.6 The Contractor shall plan for and facilitate service archiving, decommission, and outages with details provided in the Site Installation Specifications (SIS) for all tasks, in addition to other service-specific activities.
 - 5.3.3.7 The Contractor shall coordinate the raising of an Approved Service Interruption through the NCI Agency Information Technology Service Management (ITSM) tool, within the specified timeframes, approved by the Purchaser.

- 5.3.3.8 The Contractor shall request allocation of IP addresses, and coordinate network/device /service identification details with the NCI Agency Naming Registration Authority (NRA)¹, utilizing the NCI ITSM ticketing system.
- 5.3.3.9 The Contractor shall request and facilitate network services from the NCI Agency Network Services Fulfilment Cell for any provisioning of communications services and integration with the existing NATO network infrastructure, utilizing the NCI Agency ITSM tool and the Service Request Tracking System (SRTS).
- 5.3.3.10 The Contractor shall request and facilitate boundary protection services from the NCI Agency Gateway Security Services cell for any update of the site boundary protection settings, utilizing the NCI Agency ITSM tool and SRTS.
- 5.3.3.11 The Contractor shall request X.509 certificates from the NATO Public Key Infrastructure (NPKI) for all services within the scope of this SoW that utilise asymmetric cryptography techniques (e.g. for interactions over SSH or HTTPS).
- 5.3.3.12 The Contractor shall request all requisite X.509 certificates from the NPKI through the existing NCI Agency business processes, utilising the ITSM tool.
- 5.3.3.13 The Contractor shall apply a certificate requesting mechanism that relies on generation of Certificate Signing Requests (CSRs), required for obtaining and provision of X.509 certificates from the NPKI, unless a different mechanism is specified in the TO SOW.
- 5.3.3.14 The Contractor shall not use self-signed X.509 certificates unless explicitly approved by the Purchaser.
- 5.3.3.15 The Contractor shall apply the latest version of software components, including operating systems, recorded on the NATO Approved Fielded Products List (AFPL), provided by the Purchaser as a PFE at the TO execution.
- 5.3.3.16 The Contractor shall be responsible for patching activities in coordination with the Purchaser until the effective handover to Purchaser's Service Delivery team.
- 5.3.3.17 The Contractor shall configure services with suitable time synchronisation software to take network time through the Network Time Protocol (NTP), sourced from the NCSC CORE-T2 network via the NATO General Purpose Communication System (NGCS) WAN.
- 5.3.3.18 The Contractor shall configure power supply failure e-mail notifications via the management connection when an appliance is featured to support such functionality.
- 5.3.3.19 In case of appliances with dual redundant power supplies, email notifications shall be sent also if one of the power supplies fails. The Contractor shall perform all activities in compliance with the NATO Security Policy and supporting directives and guidelines, including but not limited to:
 - 5.3.3.19.1 Basic security principles in ref. 3.3.1 and 3.3.2;
 - 5.3.3.19.2 Physical Security in ref. 3.3.4;

¹ An organisation within NATO, corresponding to the Internet Assigned Numbers Authority (IANA).

- 5.3.3.19.3 CIS Security aspects in ref. 3.3.5, 3.3.6, 3.3.7, 3.3.8, and 3.3.3;
- 5.3.3.19.4 Supply security in ref. 3.3.9;
- 5.3.3.19.5 TEMPEST security in ref. 3.4.1;
- 5.3.3.19.6 Secure selection and installation of equipment in ref. 3.4.2.
- 5.3.3.20 The Contractor shall apply NATO security settings and security configuration instructions, provided by the Purchaser as PFE at the TO execution, for Operating Systems that host NCSC CORE services within the scope of this SoW.
- 5.3.4 NATO Cyber Defence Platform (NCDP)**
 - 5.3.4.1 Technical overview of current NCDP installations at NCSC CORE-Tier-3 enclaves are provided in Annex E, paragraph E.1.
 - 5.3.4.2 The Contractor shall design, build and deploy a Hyper Converged Infrastructures² (HCI), utilizing the hardware described in the TO SoW, required to operate the virtualised components of NCSC CORE-Tier-3 enclave services.
 - 5.3.4.3 The Contractor shall implement the NCDP component, providing capacity sufficient for the deployment as requested in the TO SoW, including the growth of all services hosted on the enclave for eight years. See paragraph E.2.4 for an overview of common hardware requirements of the hosted services, subject to further details in the TO and/or validation at site survey if requested in the TO.
 - 5.3.4.4 The Contractor shall configure components of the NCDP in such a manner that all servers have dual connectivity to both enclave switches to ensure high availability.
 - 5.3.4.5 The Contractor shall configure the NCDP such that management and operational traffic utilise separate physical and logical network links. Therefore each node will contain, at a minimum, two connections (one for operational traffic and one for management traffic).
 - 5.3.4.6 The Contractor shall ensure that the NCDP is centrally managed from the existing NCSC CORE-T2.
 - 5.3.4.7 The Contractor shall integrate all compatible components of the solution with the hardware management tool, hosted at the NCSC CORE-T2.
 - 5.3.4.8 The Contractor shall integrate all compatible components of the solution with the NCSC Service Monitoring solution, hosted at the NCSC CORE-T2.
 - 5.3.4.9 For tasks in the Brownfield Installation mode, the Contractor shall include migration activities of the services onto the new hosting infrastructure as well as archiving and decommission of the replaced services.
- 5.3.5 Tier-3 Security Log Collection**
 - 5.3.5.1 Technical overview of the target solution for Log Collection services at NCSC CORE-Tier-3 enclaves in support of the NCSC CORE Security Incident Information and Event Management (SIEM) processing are provided in Annex E, paragraph E.3.

² HCI is defined as an IT infrastructure that provides, at a minimum, virtualised computing (a hypervisor), a virtual SAN (VSAN or software defined storage) and virtualised networking (software-defined networking).

- 5.3.5.2 The Contractor shall determine the exact topology of the network and services on the site, and identify log sources and types in the site survey phase, based on criteria in the TO.
- 5.3.5.3 The Contractor shall design, deploy, and configure a mechanism to collect logs, including allocation of components, in accordance to the NCSC CORE target solution.
- 5.3.5.4 The Contractor shall deploy the solution to be integrated with all SIEM components in each security domain.
- 5.3.5.5 The Contractor shall design, deploy, and configure a solution for the deployment of log data collection/forwarding components and all supporting infrastructure for the Endpoints at the site within the scope of the TO.
- 5.3.5.6 The Contractor shall deploy and configure log data collection/forwarding components and all supporting infrastructure log data, enabling the data transfer to the Log Collection Solution at that same site/location.
- 5.3.5.7 For sites with a missing NCSC CORE-Tier-3 enclave, the Contractor shall deploy a solution as specified in the TO SoW.
- 5.3.5.8 The Contractor shall design, deploy, and configure a solution for the deployment of Endpoint log data source at the site (see Annex E, paragraph E.3.5).
- 5.3.5.9 The Contractor shall design, deploy, and configure a Passive Metadata Generation instance in in the NCSC CORE-Tier-3 enclave (see Annex E, paragraph E.3.6).
- 5.3.5.10 The Contractor shall integrate the solution with the Purchaser's network traffic inspection and capture services, including interfaces with the network packet brokers at the site in order to feed the solution with network traffic for metadata/log generation (see section 5.3.6).
- 5.3.5.11 The Contractor shall supply, deploy, and configure a passive, network traffic analyser solution to derive metadata and logs from applications and protocols as specified in Annex E, paragraph E.3.7.
- 5.3.5.12 The Contractor shall configure the solution to enable data-in-rest analysis as specified in Annex E, paragraph E.3.8.
- 5.3.5.13 The Contractor shall deploy the solution to be customisable by the Purchaser in order to expand the applications and protocols supported by the solution product(s) in production of metadata and logs.
- 5.3.5.14 The Contractor shall configure the solution to feed all produced metadata and logs into the Purchaser's instances of the SIEM infrastructure as agreed in the design and by the Purchaser.
- 5.3.5.15 The Contractor shall configure the solution to utilise the Common Event Format (CEF) for metadata.
- 5.3.5.16 The Contractor shall install, configure, and fully integrate the deployed instances of passive network monitoring into the Purchaser's Splunk environments within each domain utilizing a mechanism as specified in Annex E, paragraph E.3.9.
- 5.3.5.17 All metadata ingested in Purchaser's SIEM solution shall be Common Event Format (CEF) compliant.

- 5.3.5.18 The contractor shall determine valid use cases and support the initial configuration and tuning of the logs sources, including validation the existing use cases to ensure relevant data is ingested into Purchaser's SIEM solution.
- 5.3.5.19 The Contractor shall integrate the solution to be centrally manageable from the NCSC CORE-T2 within the same security domain, including the distribution of software updates, policy changes, signatures/rules, user management, and all other operations. For the avoidance of doubt, the Purchaser will not be required to log into each Tier-3 instance to make any configuration or software changes.
- 5.3.5.20 The Contractor shall configure the solution to deploy software updates to all sensors automatically (virtual, physical, cloud or container based).
- 5.3.5.21 The Contractor shall configure the solution to provide sensor health monitoring enabling the Purchaser to monitor uptime, hardware health and identify abnormal performance metrics of each managed sensor.
- 5.3.5.22 The Contractor shall follow the guidance from the Purchaser, provided as PFE at the TO execution, to design, deploy, and configure a Security Operations Centre (SOC) Site Server instance at the site, independent of Purchaser's SIEM solution deployment, with the following primary two primary functionalities:
 - 5.3.5.22.1 Provide a platform for interfacing with the Passive Metadata Generation service directly on site;
 - 5.3.5.22.2 A Linux platform for performing ad-hoc analysis and staging of arbitrary security related data.
- 5.3.5.23 For tasks in the Brownfield Installation mode, the Contractor shall archive, replace, and decommission the legacy log collectors at Tier-3 with components of Purchaser's target SIEM solution.
- 5.3.6 **Network Intrusion Protection (NIPS)/Full Packet Capture (FPC) Tasks**
 - 5.3.6.1 Technical details on current Network Intrusion Protection (NIPS)/ Full Packet Capture (FPC) installations at NCSC CORE-Tier-3 enclaves are provided in Annex E, paragraph E.4.
 - 5.3.6.2 NIPS Appliance Installation activities
 - 5.3.6.2.1 By default the Contractor shall implement NIPS solution as described in E.4.2.1.
 - 5.3.6.2.2 For tasks in the Brownfield Installation mode, the Contractor shall perform all requisite upgrade and migration activities to facilitate operation of the NIPS; a typical legacy NIPS solution in the NCSC CORE environment is described in section E.4.
 - 5.3.6.2.3 For tasks in the Brownfield Installation mode, the Contractor shall decommission the legacy NIPS and remove it from the rack. Note – where the NIPS appliance to be decommissioned is deployed in the inline mode, an outage will need to be coordinated with the site before the legacy device can be removed. The Purchaser will support the Contractor in the coordination and execution of the site outages.
 - 5.3.6.2.4 For tasks in the Brownfield Installation mode, the Contractor shall update the configuration of the existing packet brokers to integrate with the new NIPS.



- 5.3.6.2.5 For tasks in the Brownfield Installation mode, the Contractor shall determine a requirement to apply updates enabling 10Gbps connections at the Site Survey and design phases; this activity shall include the installation of any new connectivity modules (SFP, SFP+) as determined.
- 5.3.6.3 FPC installation activities
- 5.3.6.3.1 The Contractor shall deploy the FPC backend solution of the type as specified in the TO (see paragraph E.4.10), each incorporating different combinations of concentrator, decoder and/or hybrid appliances, along with the appropriate attached storage. Each FPC type of solution is reflected as separate tasks in the related SSS CLIN and should be seen as separate deliverables.
- 5.3.6.3.2 The Contractor shall configure the management port of each physical appliance and connect it to the NCSC CORE-Tier-3 management switch.
- 5.3.6.3.3 The Contractor shall connect the Decoder traffic monitoring ports to the local Packet Broker. When the approach (a single 10Gbps port or multiple 1Gbps ports) is not specified in the TO, the Contractor shall determine it at the site survey.
- 5.3.6.3.4 For tasks in the Brownfield Installation mode, the Contractor shall perform all requisite upgrade and migration activities to facilitate operation of the FPC. The migration of the packets and metadata from the legacy Decoder and Concentrator appliances to the newly deployed appliances is excluded from this requirement. Where possible (no constraints of space, power and cooling) the legacy FPC appliances shall be left installed and accessible from the NCSC CORE-T2.
- 5.3.6.3.5 The Contractor shall install Tier-3 Packet Brokers at the physical site in accordance with the breakdown in the TO.
- 5.3.6.3.6 The Contractor shall install the latest GeolP database to all Decoders, received as PFE from the Purchaser in the MaxMind DB (MMDB) format.
- 5.3.6.3.7 The Contractor shall integrate the new FPC Concentrators, Decoders with the NCSC CORE SIEM.
- 5.3.6.3.8 The Contractor shall replicate the existing mechanism to allow packet capture scripts to be downloaded directly from the NCSC CORE-T2 SIEM Management Dashboard.
- 5.3.6.3.9 The Contractor shall replicate the existing configuration of the Decoders, Concentrators and FPC Brokers to forward system log messages to the NCSC CORE-T2 SIEM.
- 5.3.6.3.10 The Contractor shall integrate the FPC components with the NCSC CORE-T2 Central Management server
- 5.3.6.3.11 The Contractor shall integrate the new FPC appliances and virtual Brokers with the NCSC CORE-T2 monitoring solution.
- 5.3.6.4 Network Taps & Aggregation (Packet Brokers)
- 5.3.6.4.1 The Contractor shall determine the exact network topology on the site, and identify tap types and quantities needed during the site survey phase, based on criteria in the TO.

5.3.6.4.2 The Contractor shall determine allocation of taps, interfaces, and ports as part of the design activities.

5.3.7 Online Vulnerability Assessment (OVA) Tasks

5.3.7.1 An overview of current Online Vulnerability Assessment (OVA) installations at NCSC CORE-Tier-3 enclaves are provided in Annex E, paragraph E.5.

5.3.7.2 Two types of activities are envisioned for deployment of the OVA service in NCSC CORE-Tier-3 enclave, defined as separate tasks in the related SSS CLIN and should be seen as separate deliverables

- installation of OVA backend component,
- deployment of OVA agents to endpoints,
- provision of OVA service to devices not applicable for OVA agents.

5.3.7.3 The Contractor shall integrate with and enable remote access from the NCSC CORE-T2 Management Console for remote administration of the OVA elements within NCSC CORE-Tier-3.

5.3.7.4 For tasks in the Brownfield Installation mode, the Contractor shall perform all requisite archiving, upgrade, migration, and decommissioning activities to facilitate operation of the OVA service in the site.

5.3.7.5 Installation of OVA backend

5.3.7.5.1 The Contractor shall deploy and configure OVA components (Nessus scanners and Nessus Agents managers) on the Tier-3 NCDP:

5.3.7.5.2 The contractor shall ensure the installed Tier-3 OVA components can communicate with and are fully managed by the NCSC CORE-T2 Tenable.SC and the agents licenses are provided through the central Nessus Agents Manager.

5.3.7.5.3 The Contractor shall perform activities required for updating network and host firewall security rules to allow all ports to be accessed within the subnets from the IP address of the OVA server (an 'Any-Any' rule limited to the scanner's IP address).

5.3.7.6 Deployment of OVA agents to endpoints

5.3.7.6.1 The Contractor shall determine endpoints for deployment of the OVA endpoint agents as part of the Site Survey activities if not specified in the TO.

5.3.7.6.2 The Contractor shall deploy automated provisioning of OVA endpoint agents, following a guidance from the Purchaser (a typical mechanism is described in Annex E, paragraph E.5.4), provided as PFE at the TO execution.

5.3.7.6.3 The Contractor shall perform manual/ad-hoc deployment of OVA endpoint agents (e.g. installer executable with command line switches) for endpoints within the scope of the TO where automated provisioning is not possible.

5.3.7.6.4 The Contractor shall achieve a minimum of 95% deployment to all endpoints within each domain at each site in the scope of the TO SoW for all necessary endpoint OVA software agents.

5.3.7.6.5 The contractor shall implement endpoint security solutions (allow-listing, antimalware, host IPS etc.) to ensure the functionality of OVA agents.

- 5.3.7.7 Provision of OVA service to devices not applicable for OVA agent deployment
- 5.3.7.7.1 The Contractor shall determine endpoints not applicable for deployment of OVA endpoint agents due to technical or operational reasons as part of the Site Survey activities if not specified in the TO.
- 5.3.7.7.2 The Contractor shall perform the following activities required to enable affected AD domains within the site under the NCSC CORE-Tier-3 protection:
- creation of accounts with local administrative privileges, following the privileged accounts scheme of the local CIS;
 - configuration of required services (remote registry, WMI etc.);
 - updating the AD Group Policy Objects (GPO);
 - updating endpoint security configurations (host firewall, antimalware, IPS etc.) in order to ensure the effective scanning of systems in authenticated and non-authenticated modes.
- 5.3.7.7.3 The Contractor shall perform activities required for the creation of accounts available on non-AD devices within network zones of the site under the NCSC CORE-Tier-3 protection, such as routers, switches, non-Windows servers and all other endpoints where OVA agents were not deployed, following the privileged accounts scheme of the local CIS.
- 5.3.8 Online Computer Forensics (OCF) Tasks**
- 5.3.8.1 A generic overview of current Online Computer Forensics (OCF) installations at NCSC CORE-Tier-3 enclaves are provided in Annex E, paragraph E.6.
- 5.3.8.2 The following are the types of activities that are envisioned for deployment of the OCF service in NCSC CORE-Tier-3 enclave, recognised as separate tasks, defined as separate tasks in the related SSS CLIN and should be seen as separate deliverables:
- OCF Service installation,
 - Provision of OCF endpoint agents.
- 5.3.8.3 The Contractor shall integrate with and enable remote access from the NCSC CORE-T2 Management Console for remote administration of the OCF elements within NCSC CORE-Tier-3.
- 5.3.8.4 For tasks in the Brownfield Installation mode, the Contractor shall perform all requisite archiving, upgrade, migration, and decommissioning activities to facilitate operation of the OCF service in the site.
- 5.3.8.5 For tasks in the Brownfield Installation mode, the Contractor shall include archiving and decommission activities of existing OCF components, including management/server/back-end and/or endpoint agents where applicable.
- 5.3.8.6 OCF Service Deployment
- 5.3.8.6.1 The Contractor shall deploy and configure the OCF service, applying the service approach as specified in the TO (see paragraph Annex E, E.6.5). Each OCF service approach on the local site is defined as separate tasks in the related SSS CLIN and should be seen as separate deliverables.

5.3.8.7 Provision of OCF Endpoint Agents

- 5.3.8.7.1 The Contractor shall deploy automated provisioning of OCF endpoint agents, following a guidance from the Purchaser (a typical mechanism is described in Annex E, paragraph E.6.3), provided as PFE at the TO execution.
- 5.3.8.7.2 The Contractor shall perform manual/ad-hoc deployment of OCF endpoint agents (e.g. installer executable with command line switches) for endpoints within the scope of the TO where automated provisioning is not possible.
- 5.3.8.7.3 The Contractor shall determine endpoints for deployment of the OCF endpoint agents as part of the Site Survey activities if not specified in the TO.
- 5.3.8.7.4 The Contractor shall achieve a minimum of 95% deployment to all endpoints within each domain at each site in the scope of the TO SoW for all necessary endpoint OCF software agents. For the avoidance of doubt, if the OCF solution requires two (2) agents, then both shall be required to be deployed to each endpoint.

5.3.9 NCSC CORE-Tier-3 Supporting Services

- 5.3.9.1 This section provides an overview of tasks related supporting services, required in NCSC CORE-Tier-3 sites. Related technical overview is provided in Annex D, paragraph D.5.3.9, and Annex E, paragraph E.7.
- 5.3.9.2 The Contractor shall apply configuration settings for the supporting services in NCSC CORE-Tier-3 enclaves, following a guidance from the Purchaser, provided as PFE at the TO execution.
- 5.3.9.3 Tier-3 Enclave Management Switch.
 - 5.3.9.3.1 The Contractor shall configure NCSC CORE Tier-3 enclave management switches as clusters in a redundant manner for high availability.
 - 5.3.9.3.2 The Contractor shall configure NCSC CORE Tier-3 enclave switches to enable network connectivity within the Enclave.
 - 5.3.9.3.3 The Contractor shall configure NCSC CORE Tier-3 enclave switches to enable network integration in support of Enclave services within the Tier-3 site domains.
 - 5.3.9.3.4 The Contractor shall configure NCSC CORE Tier-3 enclave switches to enable network integration with services of the NCSC CORE-T2.
 - 5.3.9.3.5 The Contractor shall integrate all compatible networking components of the Management Switch solution with the management services, hosted at NCSC CORE-T2, as described in Annex E, paragraph E.7.2.1.
- 5.3.9.4 Virtual Private Network appliance
 - 5.3.9.4.1 The Contractor shall configure the VPN functionality, utilizing X.509 certificates from the NPKI when applying asymmetric cryptography techniques, to terminate and transit connections of VPNs for at least the following types:
 - Internet Protocol Security (IPsec) (up to and including IPsec Version 2, as per IETF RFCs),
 - Transport Layer Security (TLS v1.2 or higher).

5.3.9.4.2 The Contractor shall configure the firewall functionality to protect the NCSC CORE-Tier-3 enclave.

5.3.9.5 Tier-3 Analyst Workstation

5.3.9.5.1 Three types of activities are envisioned for deployment of the Tier-3 Analyst Workstation (T3AW) service in NCSC CORE-Tier-3 enclave, defined as separate tasks in the related SSS CLIN and should be seen as separate deliverables:

- provision of a rack-mounted workstation,
- provision of a standalone workstation,
- provision of a virtual workstation within the NCDP environment,

5.3.9.5.2 The Contractor shall configure a Tier-3 Analyst Workstation (T3AW) to enable NCSC CORE-Tier-3 enclave administration.

5.3.9.5.3 The Contractor shall configure the KVM along with configuration of the T3AW.

5.3.9.6 Rack installation

5.3.9.6.1 The Contractor shall determine the exact location of NCSC CORE-Tier-3 racks during the site survey phase, based on criteria in the TO.

5.3.9.6.2 The Contractor shall determine all aspects of the physical footprint and connectivity, including cooling and power supply constraints, power supply and network connections, as part of the design activities.

5.3.9.6.3 The Contractor shall perform installation works in the NCSC CORE-Tier-3 enclave.

5.3.9.6.4 The Contractor shall mount a UPS solution where determined at Site Survey or stated in the TO explicitly to be required.

5.3.9.6.5 The Contractor shall mount devices in racks in accordance to the space allocation as determined at the Site Survey if explicitly and/or specified in the TO.

5.4 Tasks Category 3: Subject Matter Expert Services – Level of Effort

5.4.1 This section provides an overview of areas where subject matter expertise can be requested within the scope of this SoW. A detailed description of roles with required technical expertise is provided in Annex C.

5.4.2 The Contractor shall provide consultancy services, on a call-off basis, per year of contract performance for the day-to-day operation, which will require the presence of external engineers at the site as specified in the TO.

5.4.3 The Contractor shall provide to this contract several (minimum of two) qualified engineers for each role as detailed in Annex C.

5.4.4 The Contractor shall submit relevant CVs of a group of engineers, included into the resource pool under this contract, available on request in the TO.

5.4.5 The Contractor shall demonstrate the ability of the engineers in the resource pool to fulfil duties in support of services as specified in paragraphs 5.4.7 and 5.4.8.

5.4.6 The Contractor shall provide the experience of five (5) years in the corresponding areas of expertise, in addition to qualifications as detailed in Annex C.

- 5.4.7 The Contractor shall provide the expertise in support of the NCSC services within the scope of this SoW as follows:
- 5.4.7.1 Cyber Security Assessment Service, providing assessment of compliance to standards and identify vulnerabilities, through the online or onsite analysis of CIS, websites, customer sites and communication equipment, in order to allow remediation to occur (ref. SEC002 service in 3.5.1);
 - 5.4.7.2 Cyber Security Analysis Service, providing CIS Forensics and Malware analysis which are conducted to better understand security threats, to support the understanding, mitigation, remediation of incidents and to gather evidence. (ref. SEC004 service in 3.5.1);
 - 5.4.7.3 Cyber Security Incident Management Service, providing COMSEC and COMPUSEC Incident, Violation and Insecurity Investigation. The service enables an effective and efficient response to immediately contain a detected and/or reported Incidents, including incident containment, eradication, recovery and follow-up (ref. SEC006 service in 3.5.1);
 - 5.4.7.4 Gateway Security Service, providing a secure interconnection of different networks or network sections in order to protect an organization's key information. Service is comprised principally of Data Diodes, Firewalls, Guard, Mailguard and VPN (ref. SEC011 service in 3.5.1);
 - 5.4.7.5 CIS Endpoint Protection Support Service, providing provision of expert guidance for the implementation, configuration and management of NATO Enterprise-wide endpoint security software, utilised to harden NATO CIS against attack and compromise (ref. SEC012 service in 3.5.1);
 - 5.4.7.6 Security Certificate Service, providing Certification Authority, Revocation and Life Cycle Management of digital certificates (ref. SEC015 service in 3.5.1);
 - 5.4.7.7 Cyber Security Operational Support Services, combining a number of subservice flavours as follows (ref. SEC019 service in 3.5.1);
 - Cyber Security Tools Consultancy Services, proving expertise for installation, configuration, operation and maintenance in Full Packet Capture, Online Computer Forensics, Online Vulnerability Assessment;
 - Cyber Security Logs Collection and Retention Support Services, providing a consultancy service able to optimise customer solutions that collect, store, normalise, correlate and review logs from different sources as well as provision of expertise in customised development of log parsers, log collection, correlation/SIEM management;
 - Intrusion Detection Systems (IDS)/Intrusion Prevention Systems (IPS) Management and Tuning Support Services, proving expertise in the configuration, maintenance and operations of IDS/IPS at the Network and Host level;
 - Custom Signatures Development Services, providing expertise to write custom signature to detect specific network traffic or system behaviour.
- 5.4.8 The Contractor shall provide the following core infrastructure expertise in support of the scope of this SoW:
- 5.4.8.1 System Integration Service, providing with processes of linking together different computing systems and software applications physically and/or functionally with

the objective for the aggregated subsystems to act as a system and to deliver the overarching functionality.

- 5.4.8.2 Local Area Network (LAN) Services, providing users with local network connectivity. Over a cabled infrastructure for all networks and as a wireless infrastructure for accessing only the unclassified and restricted networks (ref. INF001 service in 3.5.1);
- 5.4.8.3 Wide Area Network (WAN) Point of Presence (PoP) Services, providing the infrastructure at points between communicating entities, where a connection is required. The NATO Network POP Service is defined as the provision of the infrastructure assets, capacity provisioning, and cyber security management elements that enable the user to establish any-to-any connectivity at supported sites and between connected networks (ref. INF002 service in 3.5.1);
- 5.4.8.4 Infrastructure Hosting Services, providing standard virtualised and physical operating platforms to securely host applications on the required hosting environment (ref. INF004 service in 3.5.1);
- 5.4.8.5 Infrastructure Integration Service, providing essential services like Domain Name Resolution (DNS), Dynamic IP allocations (DHCP), Network Time Services (NTP), Directory Services (Active Directory). Additionally, the service incorporates the remote access infrastructure for the mobility of applicable Managed Devices. The Service also provides optional load balancing and network acceleration for applications (ref. INF005 service in 3.5.1);
- 5.4.8.6 Infrastructure Storage Service, providing the user with data storage capacity in support of applications, user and system data, accessible through SAN and/or NAS environments (ref. INF007 service in 3.5.1);
- 5.4.8.7 Active Directory and Federation Service, providing controlled access based on Kerberos- or SAML-based token services (ref. PLT005 service in 3.5.1);
- 5.4.8.8 Rack and Stack Services, proving assembly and deployment of enterprise IT and computer equipment, including servers, networking equipment, routers, switches, cooling units, cables, cable management trays, etc. in data centres and server rooms.
- 5.4.9 The Purchaser makes no commitment to exercising the days agreed in the TO and provided by the Contractor. For the avoidance of doubt, the Purchaser will only pay for the days utilised.

SECTION 6. DELIVERY ACTIVITIES AND PROCESSES

6.1 Introduction

- 6.1.1 This section provides a description of delivery activities and processes, structured for the work and deliverables required for a successful delivery of NCSC CORE-Tier-3 enclaves at NATO sites.
- 6.1.2 The Contractor shall follow all activities and processes as described in this section execute for tasks defined in paragraphs 5.1.2.1 and 5.2 (deployment and integration of NCSC CORE-Tier-3 sites).
- 6.1.3 The Contractor shall follow a subset of activities and processes in this section in accordance to requirements in the TO for tasks defined in paragraphs 5.1.2.2 and 5.3 (integration with NCSC CORE services).
- 6.1.4 The Contractor shall perform the following activities when deploying NCSC CORE-Tier-3 enclaves:
 - 6.1.4.1 Requirements review to ensure a common understanding of the work in the scope of the TO.
 - 6.1.4.2 Survey the sites to collect all information necessary to perform other activities below.
 - 6.1.4.3 Design a site Product Baseline and determine necessary installation, preparation, and support arrangements.
 - 6.1.4.4 Assess the training requirements.
 - 6.1.4.5 Prepare implementation plan for a site.
 - 6.1.4.6 Prepare and execute the release and deployment of Software Release Units or Packages.
 - 6.1.4.7 Ship all required supplies to the site(s) if explicitly requested in the TO.
 - 6.1.4.8 Unpack and install the supplies in Purchaser provided facilities.
 - 6.1.4.9 Connect, integrate and test the new Tier-3 installation with the NCSC CORE-T2 Architecture.
 - 6.1.4.10 Connect, integrate and test each NCSC CORE-Tier-3 enclave with the agreed local networks at the associated security classifications.
 - 6.1.4.11 Deploy all agreed sensors and agents within local networks.
 - 6.1.4.12 Identify, status report, audit, and control of Configuration Items and Baselines.
 - 6.1.4.13 Conduct onsite Training and deliver Training material.
 - 6.1.4.14 Prepare Service Performance Test and Evaluation.
 - 6.1.4.15 Provide Operation and Maintenance documentation.
 - 6.1.4.16 Provide Support documentation.
 - 6.1.4.17 Prepare and conduct Handover/Takeover of products and support responsibilities from the Project Implementation team to the NCSC CORE Service Provider.
- 6.1.5 The Contractor shall ensure each Tier-3 site will have its own independent delivery life cycle, made up of phases as defined in paragraph 6.2.

- 6.1.6 The Contractor shall establish a Project Management organization when explicitly requested in the TO, following requirements as specified in SECTION 4.
- 6.1.7 In following the prescribed phases, and adhering to the project gates at the end of each phase, the Contractor and Purchaser will coordinate to assure the delivery of the project.

6.2 Tier-3 Phases and Gates

- 6.2.1 The Contractor shall deliver NCSC CORE-Tier-3 enclaves by following the site delivery life cycle phases in the order as follows:
 - 6.2.1.1 Requirements Analysis and Review,
 - 6.2.1.2 Site Survey,
 - 6.2.1.3 Design,
 - 6.2.1.4 Pre-Stage,
 - 6.2.1.5 Implementation,
 - 6.2.1.6 Service Update.
- 6.2.2 The Contractor shall complete each phase in its entirety, subject to Purchaser's approval in writing, before advancing to the next phase.
- 6.2.3 The Contractor shall maintain the independence of each site life cycle when delivering a group of NCSC CORE-Tier-3 enclaves.
- 6.2.4 Requirements Analysis and Review Phase
 - 6.2.4.1 The Contractor shall review the specification of requirements and all documents applicable for the TO.
 - 6.2.4.2 The Contractor shall host and conduct a TO Requirements Review to present and discuss its findings and proposed changes to the requirement baseline for the design and integration within the scope of the TO. The purpose of this review is to agree upon the requirement baseline for the design and integration of the deliverables under the scope of the TO.
 - 6.2.4.3 The Contractor shall communicate to the Purchaser any findings that affect compliancy of the solution with TO requirements.
 - 6.2.4.4 The Contractor shall determine applicability of guidance documentation from the Purchaser to perform specific activities as specified in for the gates to follow.
 - 6.2.4.5 Upon completion of the TO Requirements Review, the Contractor shall identify any proposed changes to TO Requirements Specification in the form of one or more Change Requests in accordance with AI 16.32.02.
 - 6.2.4.6 The Contractor shall submit amendments for affected requirements within 10 (ten) working days following the completion of the TO Requirements Review.
 - 6.2.4.7 Upon completion of the TO Requirements Review, the Contractor shall identify any guidance documentation from the Purchaser, required to perform specific activities within the scope of the TO, as specified in definition of gates to follow.
 - 6.2.4.8 The Contractor shall submit a list of required guidance documents within 10 (ten) working days following the completion of the TO Requirements Review.



- 6.2.4.9 The Purchaser will provide requested guidance documentation, following the schedule as agreed at the TO Requirements Review.
- 6.2.5 NCSC CORE-Tier-3 Enclave Delivery Life Cycle Gates
 - 6.2.5.1 In the interest of assuring TO delivery quality, all phases will culminate in a gate. The Purchaser will hold a Phase Gate Meeting at the end of each Phase.
 - 6.2.5.2 The objective of the gate is to formally collate all deliverables from the phase and ensure they are completed and accepted to the level previously agreed between the Contractor and the Purchaser.
 - 6.2.5.3 Each Gate will have entry criteria, and exit criteria.
 - 6.2.5.4 Entry criteria will be defined in accordance with the deliverables of the associated phase. Once all the entry criteria has been achieved, the Contractor shall formally state their readiness for the phase gate to the Purchaser's Project Manager.
 - 6.2.5.5 When planning their activities, the Contractor shall assume the Purchaser requires no less than five (5) working days to process gate entry and exit criteria.
 - 6.2.5.6 The Contractor may submit any entry criteria elements when the product is deemed complete, and therefore, ready for review by the Purchaser.
 - 6.2.5.7 Unless explicitly stated within the deliverables list of the given phase, the Contractor shall be responsible for the production and submission of every deliverable document.
 - 6.2.5.8 Unless explicitly stated within the deliverables list of the given phase, the Contractor shall be responsible for the achievement of every effort-based deliverable.
 - 6.2.5.9 The Exit Criteria are defined for each associated phase gate. Exit criteria will consist of a subset of the deliverables for the associated phase being accepted by the Purchaser as meeting the quality as defined and agreed during the project kick-off meeting.
 - 6.2.5.10 Until the Purchaser confirms acceptance of all the Exit Criteria, the gate will not be passed.
 - 6.2.5.11 Once all Entry Criteria has been accepted by the Purchaser, the Purchaser will request a Gate Acceptance Meeting to confirm acceptance to the Contractor.
 - 6.2.5.12 The Contractor shall not progress to the next phase of a delivery life cycle until the gate has been successfully accepted by the Purchaser in writing.
 - 6.2.5.13 Tier-3 Gates:
 - 6.2.5.13.1 Gate-2: Site Survey Phase Acceptance
 - 6.2.5.13.2 Gate-3: Design Phase Acceptance
 - 6.2.5.13.3 Gate-4: Pre-Stage Phase Acceptance
 - 6.2.5.13.4 Gate-5: Implementation Phase Acceptance
 - 6.2.5.13.5 Gate-6: Service Update Phase Acceptance

6.3 Gate 2: Tier-3 Site Survey Phase

6.3.1 Purpose and Scope

- 6.3.1.1 The objective of the Site survey Phase is to determine an agreed and acceptable baseline understanding of the site prior to design and installation of NCSC CORE components.
- 6.3.1.2 The baseline produced is required for the Contractor to design delivery of services that align to TO tasks, and also the agreed NCSC CORE product baseline.
- 6.3.1.3 The baseline produced is required by the Purchaser to enable accurate review of the design issued by the Contractor.
- 6.3.1.4 The Contractor shall identify all necessary agent technologies and deployment methodologies, routing, firewall, Operating System (OS) and Internal Operating System (IOS) entities that require changes to facilitate sensor deployment.
- 6.3.1.5 The Contractor shall identify all networks and subnets with accurate approximation (within 10%) of client devices, network equipment and servers, against or on which sensors will be deployed. This shall be recorded by sensor type, network IP address, network subnet, and device hostname and host type.
- 6.3.1.6 The Contractor shall coordinate, with the Site and the Purchaser, any additional cooling and/or power requirements. The Site will be required to provide sufficient space, air-conditioning and power for the Contractor-delivered equipment.
- 6.3.1.7 All of the equipment shall be supplied with power plugs and power supplies (e.g., 220/230v, 50Hz) that are compatible with the Site standards
- 6.3.1.8 The Contractor shall identify any site-specific Information and Knowledge Management (IKM) aspects, related business activities, processes, products, records and transitory records and information, which are created, amended or received and stored in repositories or exported as files, their retention and disposal over the period of the TO execution (reference 3.5.2).

6.3.2 NCSC CORE-Tier-3 Enclave Site Survey Phase Deliverables

6.3.2.1 The deliverables for the Tier-3 Site survey Phase are:

- 6.3.2.1.1 The Site Survey Questionnaire (SSQ),
- 6.3.2.1.2 The Site Survey Report Template,
- 6.3.2.1.3 The Site Survey Execution,
- 6.3.2.1.4 The Site Survey Report (SSR).

6.3.2.2 Site Survey Questionnaire

- 6.3.2.2.1 The Contractor shall agree the Site Survey Questionnaire (SSQ) structure and quality requirements with the Purchaser following the Project kick-off, but ahead of its requirement.
- 6.3.2.2.2 The Contractor shall define a preliminary SSQ document, which will be sent to the site of the NCSC CORE-Tier-3 enclave in order to have a first view of the site status before any site survey.

- 6.3.2.2.3 The Contractor shall address all the topics within the SSQ, that seem necessary for the contractor to define efficiently the different groups, e.g.:
- information to support the site requirements analysis, design and implementation;
 - to preliminarily survey physical, logistical, and system configuration requirements to support Sensors implementation; and
 - information to establish a communications plan, including minimum period of in-advance notifications to schedule TO-related on-site activities.
- 6.3.2.2.4 The Site Survey for each site shall be preceded by the return of a completed SSQ.
- 6.3.2.2.5 The Contractor shall send the SSQ to the Site Point of Contact, giving the Site Point of Contact at least ten (10) working days to complete and return to the Contractor.
- 6.3.2.3 Site Survey Report Template
- 6.3.2.3.1 The Contractor shall agree the Site Survey Template structure and quality requirements with the Purchaser following the Project kick-off, but ahead of its requirement.
- 6.3.2.3.2 The Contractor shall provide an NATO UNCLASSIFIED Site Survey Report template to the Purchaser at least ten (10) working days before the beginning of any site survey, for onward submission to the site in order to enable the local site to prepare for the site survey.
- 6.3.2.4 Site Survey Execution
- 6.3.2.4.1 The Contractor shall carry out a Site Survey for every Tier-3 site as specified in the TO.
- 6.3.2.4.2 The Contractor shall be responsible for the Site Survey activity, but the Purchaser will provide adequate passage and clearance onto and within each site.
- 6.3.2.4.3 The Contractor shall visit Purchaser facilities at which it is required to install elements of the NCSC CORE; survey physical, logistical, and system configuration requirements to support NCSC CORE-Tier-3 enclave installation and activation; and interview site personnel involved in NCSC CORE installation, training, activation, and use.
- 6.3.2.4.4 The Contractor shall verify at the Site Survey the provided detailed design and identify if there are any design or implementation issues which have not been documented or described.
- 6.3.2.4.5 The Contractor shall conduct the site survey with representatives of the Purchaser.
- 6.3.2.4.6 The Contractor shall assume the Site Survey will require at least three (3) calendar days for a single NCSC CORE-Tier-3 enclave site.
- 6.3.2.4.7 The Contractor shall provide the site Point Of Contact with details of all equipment requested to be taken on site for the purposes of the Site Survey. The Contractor shall only take cleared equipment on site for the Site Survey.

- 6.3.2.4.8 The Contractor shall give at least 10 working-day notice to co-ordinate in advance with the Purchaser access to any classified spaces which require an escort.
- 6.3.2.4.9 The Contractor shall resolve the following issues as the minimum:
- Co-ordination of site installation periods;
 - Survey of the physical plant (server rooms, site layout, networking elements, etc.) and identification if additional power or civil works are required;
 - Coordination of the installation with the site, identifying all responsibilities, tasks, their sequence and required resources (e.g., space, personnel, data);
 - Identification of the exact shipment addresses and NATO Points of Contact (POCs) for subsequent equipment delivery;
 - Identification and documentation of any minor elements not addressed in other project documentation;
 - Identification and documentation of training requirements and audience for the Tier-3 staffs
 - Identify all necessary agent technologies and deployment methodologies, routing, firewall, Operating System (OS) and Internal Operating System (IOS) entities that require changes to facilitate sensor deployment;
 - Identify all networks and subnets with accurate approximation (within 10%) of client devices, network equipment and servers, against or on which sensors will be deployed. This shall be recorded by sensor type, end device hostname and host type;
 - Coordination of a proposed work schedule and migration strategy with the site, including identification of unique technical and design issues to be considered during implementation.
- 6.3.2.4.10 The Contractor shall identify any and all equipment pertaining to the provision of NCSC CORE Services that will be replaced, modified or updated.
- 6.3.2.5 Site Survey Report
- 6.3.2.5.1 The Contractor shall report all findings related to facility support issues, including modifications and/or additions required, within one week after the Site Survey.
- 6.3.2.5.2 The Contractor shall submit the report to the Purchaser in the softcopy (electronic), accompanied by engineering drawings, checklists, or any other supporting information. This will be known as the Site Survey Report (SSR).
- 6.3.2.5.3 The Contractor shall provide a Site Survey Report detailing its findings from the site survey, identifying all required Purchaser and Contractor actions to prepare for, conduct, or support NCSC CORE installations, transition and activation, and identifying the number of Purchaser staff to be trained.
- 6.3.2.5.4 The Contractor shall provide the Site Survey Report not later than one week following the completion of the Site Survey.

- 6.3.2.5.5 Facilities support issues that represent Medium or High risk items shall be highlighted in the Highlight Report of the corresponding project for the month in which they are identified.
- 6.3.2.5.6 The Contractor shall identify any civil works dependencies required to complete the execution of the TO. The Contractor is not required to conduct any civil works as part of the TO activities.
- 6.3.2.5.7 The Site Survey Report can only be deemed as complete and Accepted by the Purchaser when the Site Survey is complete and all requirements above are met.

6.3.3 Gate-2 Criteria

6.3.3.1 Tier-3 Site Survey Phase Gate Entry Criteria are:

- 6.3.3.1.1 All deliverables as described at 6.3.2, completed and submitted to the Purchaser.

6.3.3.2 Tier-3 Site Survey Gate Exit Criteria are:

- 6.3.3.2.1 Completed and accepted Site Survey Report

6.4 Gate 3: Design Phase

6.4.1 Tier-3 Design Phase Scope

- 6.4.1.1 The objective of the Design Phase is to define a suitable NCSC CORE service design and deployment definition at sites and at security domains within the scope as defined in the TO. To ascertain the correct design, the previously produced Site Survey Report shall be used by the Contractor.
- 6.4.1.2 The Contractor shall ensure that the design of an enclave meets the requirements established in the TO.
- 6.4.1.3 The Contractor shall apply industry best practice and frameworks like the Open Group Architecture Framework (TOGAF) or equivalent for enterprise architecture when performing design activities.
- 6.4.1.4 The Contractor shall utilise enterprise architecture modelling tool like The Open Group ArchiMate, IBM System Architect or equivalent when producing architectural artefacts for use in the design package.
- 6.4.1.5 The Contractor shall define sensor deployment approaches for all sensors, networks and subnets with accurate approximation (within 10%) of client devices, network equipment and servers, against or on which sensors will be deployed. This shall be recorded by sensor type, network IP address, network subnet, end device hostname and host type.
- 6.4.1.6 The Contractor shall be able to trace all requirements established in the TO.
- 6.4.1.7 The deliverables for this phase are:
 - 6.4.1.7.1 Lightweight Site Design,
 - 6.4.1.7.2 Requirements Traceability Matrix,
 - 6.4.1.7.3 Draft Training Needs Analysis (TNA) Report.

- 6.4.2 The Lightweight Site Design (LSD)
- 6.4.2.1 The LSD is a collection of information pertaining to the design of each security domain of each site.
- 6.4.2.2 The contractor shall ensure the LSD contains as a minimum:
 - 6.4.2.2.1 Sensor Placement Definition, with rationale
 - 6.4.2.2.2 Sensor Model Definition
 - 6.4.2.2.3 Sensor Target Pack
 - 6.4.2.2.4 Complete and accepted information required to initiate an SRTS SR, in accordance with NCI Agency stencils, including NCN and LocID for existing equipment/connections.
 - 6.4.2.2.5 Exact civil works required to host the defined NCSC CORE Services (power, space, cooling).
 - 6.4.2.2.6 Migration of existing services and Disposal Plan
- 6.4.2.3 The Contractor shall record the LSD in a form that can be transferred to the Site Installation Specifications (SIS) and Site Implementation and Cut-over Plan (SICP) during the Pre-Stage Phase.
- 6.4.2.4 The Contractor and the Purchaser shall agree the template and quality requirements of all components forming the LSD during the project kick-off.
- 6.4.2.5 The Contractor shall indicate how any and all data and equipment pertaining to the provision of legacy NCSC CORE Services shall be archived decommissioned. This is to be recorded in the Existing Services Migration and Disposal Plan.
- 6.4.2.6 The Contractor shall be responsible for the identification, coordination and removal of any legacy NCSC sub-systems or services that are decommissioned as part of this project activity. The Contractor shall handover said systems to the local CIS staffs for disposal.
- 6.4.2.7 Where legacy NCSC CORE sub-systems are decommissioned as part of the TO, the Contractor shall be responsible for their identification, coordination (with networking staffs), removal and return to the NCSC at SHAPE for possible re-use in other projects.
- 6.4.2.8 The Contractor shall define how reconsolidation of any devices will be achieved where viable. This is to be recorded in the Existing Services Migration and Disposal Plan.
- 6.4.3 Requirements Traceability Matrix
- 6.4.3.1 The Contractor shall provide and maintain Requirements Traceability Matrix (RTM), in a format compatible for processing by the IBM Engineering Requirements Management DOORS tool, that establishes a complete cross-reference between the requirements stated in the TO and the test approach against each requirement.
- 6.4.3.2 The RTM shall include Identification of requirements:
 - 6.4.3.2.1 List of all numbered requirements as defined in the TO.
 - 6.4.3.2.2 For each requirement, traceability to the design documentation shall be provided, pointing at the corresponding description of a solution.

- 6.4.3.2.3 For each requirement, identification of any Off-specifications associated with the requirement.
- 6.4.3.2.4 For each requirement already successfully tested, identification of the test(s) or test waiver(s) on the basis of which the requirement was demonstrated.
- 6.4.3.2.5 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.
- 6.4.3.3 The RTM shall include Identification of design reference points
 - 6.4.3.3.1 List of design reference points, identified in the design documentation (e.g. sections if LDS).
 - 6.4.3.3.2 For each design reference point, traceability to requirements shall be provided, pointing at addressed requirements.
 - 6.4.3.3.3 Granularity of the design reference points shall be sufficient for the Purchaser to easily determine requirement-specific statements in the design documentation.
- 6.4.4 Draft Training Needs Analysis (TNA) Report
 - 6.4.4.1 The Contractor shall deliver a draft TNA Report as defined in paragraph 7.6.
- 6.4.5 Gate-3 Criteria
 - 6.4.5.1 The Gate-3 Entry Criteria are:
 - 6.4.5.1.1 Completed Lightweight Site Design, as defined in 6.4.2, submitted to the Purchaser.
 - 6.4.5.1.2 Completed Requirements Traceability Matrix, as defined in 6.4.3, submitted to the Purchaser.
 - 6.4.5.1.3 Completed draft TNA Report, as defined in 6.4.4, submitted to the Purchaser.
 - 6.4.5.2 The Gate-3 Exit Criteria are:
 - 6.4.5.2.1 Completed Lightweight Site Design, accepted by the Purchaser.
 - 6.4.5.2.2 Completed Requirements Traceability Matrix, accepted by the Purchaser.
 - 6.4.5.2.3 Completed draft TNA, accepted by the Purchaser.

6.5 Gate 4: Tier-3 Pre-Stage Phase

- 6.5.1 Tier-3 Pre-Stage Phase Scope
 - 6.5.1.1 The objective of the Pre-Stage Phase is to further document and define the design for each domain and each site, and to procure and part-build the equipment and configurations.
 - 6.5.1.2 As part of the Pre-Stage Phase, define all necessary agent technologies and deployment methodologies, routing, firewall, Operating System (OS) and Internal Operating System (IOS) changes necessary to full facilitate sensor deployment.
 - 6.5.1.3 As part of the Pre-Stage Phase, define all other changes necessary to facilitate full sensor deployment.

6.5.2 Tier-3 Pre-Stage Phase Deliverables

6.5.2.1 The deliverables for this phase are:

- 6.5.2.1.1 SIS
- 6.5.2.1.2 SICP
- 6.5.2.1.3 Local Compliance Statement (per security domain)
- 6.5.2.1.4 SIVP per domain
- 6.5.2.1.5 Tier-3 Site Acceptance Test (SiAT) Plan & Site Acceptance Checklist
- 6.5.2.1.6 Definition of test cases in the test tool from the Purchaser
- 6.5.2.1.7 NPKI Certificate profiles confirmation and making available for installation
- 6.5.2.1.8 Site Works Completion (both, physical and logical) confirmation
- 6.5.2.1.9 Transportation Report
- 6.5.2.1.10 Site Material Data Sheet
- 6.5.2.1.11 Integrated Product Support documents
 - 6.5.2.1.11.1 Site Packing List
 - 6.5.2.1.11.2 Site Notice of Shipment
 - 6.5.2.1.11.3 Site Customs Form 302 Request (if required)
- 6.5.2.1.12 Hardware Shipment
- 6.5.2.1.13 Operational Change Request
- 6.5.2.1.14 Site Software Release Plan
- 6.5.2.1.15 Site Software Distribution List
- 6.5.2.1.16 Site Product Baseline Report
- 6.5.2.1.17 Training Needs Analysis (TNA) Report

6.5.2.2 Site Installation Specifications (SIS)

- 6.5.2.2.1 The Contractor shall provide a Site Installation Specification document per site to be implemented as per the TO contract
- 6.5.2.2.2 The Contractor shall provide site specific low level design (LLD) as part of the SIS, providing full as-to-be-built details and schedule of how all of the major assemblies of the Purchaser/Contractor supplied equipment are to be physically installed and mechanically/electrically integrated with the existing facilities.
- 6.5.2.2.3 The Site Installation Specification development process will make use of the approved design as depicted in the approved LSD.
- 6.5.2.2.4 The Site Installation Specification documentation shall consist of:
 - 6.5.2.2.4.1 All applicable floor and wall plans including cable penetrations, and routing. The plans shall include details regarding the positions and distances from adjacent equipment and other metallic objects.
 - 6.5.2.2.4.2 Physical details of all equipment, in both tabular and diagrammatic form, of all NCSC CORE networking devices, their interfaces

- (including interface numbering and interface settings (speed and duplex)) and their interconnections with site networking infrastructure. The level of detail should be sufficient to allow for effective diagnosis of issues during O&M maintenance and fault-finding activities.
- 6.5.2.2.4.3 Locations plan with complete details of all cross-connection frames and patch panels.
 - 6.5.2.2.4.4 Location plan of all ancillary equipment, terminations and/or connections.
 - 6.5.2.2.4.5 A plan showing the descriptions of all grounding conductors, electrodes and joints and where they are connected to the existing grounding system.
 - 6.5.2.2.4.6 All power, cooling and space requirements of the equipment to be deployed.
 - 6.5.2.2.4.7 Physical details of all cable racking and cable runs with cable numbers and cable functions to include as appropriate all connections, connectors and sockets.
 - 6.5.2.2.4.8 Details covering all wiring termination points including wire numbers and colour coding.
 - 6.5.2.2.4.9 The functions of all inter-connecting cables with their codes, colour code and the function of each separate conductor.
 - 6.5.2.2.4.10 The physical details covering all the cable runs for inter-communication equipment being part of this contract.
 - 6.5.2.2.4.11 IP Naming and Addressing scheme (Note - all information pertaining to NATO's IP Addressing is Classified).
 - 6.5.2.2.4.12 A detailed Site Transition Plan describing all tasks associated with the Commissioning of the units. This Transition Plan shall include step by step instructions on how to introduce the Configuration Items to the existing NATO information infrastructure and to migrate or decommission Users/Systems from the existing environment into the new if required. The instructions shall include the applicable local configuration parameters and assignments to allow the executing personnel to perform the transition without having to refer to any other documentation.
- 6.5.2.2.5 Prior initiating the installation, the Contractor shall submit the proposed Site Installation Specification to the Purchaser for approval, in both hard copy and soft copy form.
 - 6.5.2.2.6 This proposed Site Installation Specification package shall be submitted to allow ten (10) working days for review and acceptance by the Purchaser and to enable the provision to the Purchaser and the Site POC of the updated and approved Site Installation Specification two weeks prior to the relevant Start of Site Installation.
 - 6.5.2.2.7 Approval of the SIS by the Purchaser shall in no way relieve the Contractor of his responsibilities to achieve the contractual and technical requirements of this Contract.

6.5.2.3 Site Implementation and Cut-over Plan (SICP)

6.5.2.3.1 The SICP shall have a group outline section in which the overall implementation and high-level cutover strategy shall be addressed. Site Specific implementation and cutover plans shall be provided as Annexes to the overall SICP.

6.5.2.3.2 The SICP Plan shall describe, at a high level, how the Contractor plans to configure cut-over NCSC CORE services & sensors. Individual SIS may be attached as Annexes or references to avoid overlap or redundancy. The SICP shall be prepared by the Contractor on the basis of actual Network configuration and transmission assets information collected by the Contractor from the Site Surveys and visits at Mons (Belgium) to the NCSC CORE-T2, NCI Agency CIS Management Centre (CMC) and Network Management Centre (NNMC).

6.5.2.4 Local Compliance Statement

6.5.2.4.1 The Contractor shall prepare a Local Compliance Statement for the NCSC CORE-Tier-3 Enclave, following a template and guidance from the Purchaser, provided as PFE at the TO execution.

6.5.2.5 Security Implementation Verification Procedures (SIVP)

6.5.2.5.1 The Contractor shall develop the SIVP as a complement to the LSD.

6.5.2.5.2 As an accompaniment to the SIVP, the Contractor shall provide an execution record sheet and T3 security tests sections tailored to the T3 model (1-6) in which the reference documents, test results and notes related to the tests shall be recorded during the verification.

6.5.2.5.3 As part of the SIVP, the Contractor shall describe, at a high level, how they plan to test the VPN (prior and after) connection as well as tests of all the sensors connection. The Contractor shall name this the SIVP Plan. The Contractor shall prepare the SIVP on the basis of actual Network configuration and transmission assets information collected by the Contractor from the Site Surveys and visits at Mons (Belgium) to the NCSC CORE-T2, NCI Agency CIS Management Centre (CMC) and Network Management Centre (NNMC).

6.5.2.6 Tier-3 Site Acceptance Test (SiAT) Plan and Site Acceptance Test Checklist

6.5.2.6.1 The Contractor shall develop the Tier-3 SiAT Plan as a complement to the LSD. A Master Test Plan (MTP) may be required in a TO SoW for tasks with deployment of multiple NCSC CORE-Tier-3 enclaves in the scope.

6.5.2.6.2 The Contractor shall describe all test activities and test cases to be performed for pre-sensor cutover and post sensor cutover phases, at both Tier-3 and NCSC CORE-T2.

6.5.2.6.3 The contractor shall test all operational aspects of the Tier-3 enclave, including integration with NCSC CORE-T2 services.

6.5.2.6.4 As part of the Tier-3 SiAT Plan, the Contractor shall define a list of all test cases, including:

- test case prerequisites,
- expected results,

- test case script (including all steps, and input data), and
- acceptance criteria.

6.5.2.6.5 The Contractor shall refer to this as the Tier-3 Site Acceptance Test Checklist.

6.5.2.6.6 As a minimum within the Tier-3 SiAT Plan, the Contractor shall provide test procedures for each of the following subsystems and/or services (where subsystems or services are not represented upon the site, the Contractor shall distinguish this fact in the Test Plan):

6.5.2.6.6.1 Enclave

- The enclave infrastructure is fully operational;
- The T2 VPN connection is functional and NCSC CORE Operations can remotely manage the enclave;
- The physical connections to the operational network sensors are in place;
- Assessment of the bandwidth consumption with all sensors deployed and operational. NCSC CORE bandwidth utilisation shall be less than 20% of the total link bandwidth of the site Tuning of the amount of traffic exchanged between Tier-2 and Tier-3 (for instance updates).

6.5.2.6.6.2 NIPS/NIDS

- All inline connections are installed, all active interfaces are checked to ensure no errors are reported, and traffic is passed through the device within the agreed latency and packet loss margins, in line with the accepted design for the associated site.
- All sensor interface configuration is completed and correctly documented.
- The NIPS receives the traffic collected from all passive taps & SPAN ports from the aggregator where deployed in line with the accepted design for the associated site.
- The agreed global policy is deployed (Balanced Security and Connectivity).
- RUA is deployed and activated on every site as agreed in the design phase.
- All alerts are received in Tier-2
- RNA is activated.
- Span ports where designed are configured and traffic is received.
- Implementation of all existing NCSC CORE custom signatures is confirmed.

6.5.2.6.6.3 FPC

- Where deployed in accordance with the accepted design for the associated site.
- The FPC receives the traffic collected from all passive taps & SPAN ports from the aggregator.
- Basic Content Development (sites configured in FPC).

- Deployment of the FPC SharePoint solution for document capture, search and retrieval shall be installed on every site, following a guidance from the Purchaser, provided as PFE at the TO execution.
- Live Feed Updates configured and enabled.
- SharePoint Tested at each site for document capture and retrieval.
- Initial Span ports activation where agreed as part of the design.
- Application of an initial deduplication through the use of filtering configuration on the FPC & aggregator.

6.5.2.6.6.4 OCF

- Where deployed in accordance with the accepted design for the associated site
- Coordination with site to ensure data flow: Network routes, FW ports, credentials, GPO deployment
- Support agent rollout (e.g. SCCM, GPO) conducted by NATO site & personnel
- At least 90% of all workstations in each domain/subnet have the OCF DATA Access Agent installed.
- At least 90% of all selected servers (Domain Controllers, Exchange Servers, Web Servers, File Servers, Blackberry Servers, Proxies) have the OCF DATA Access Agent installed.

6.5.2.6.6.5 OVA

- Where deployed in accordance with the accepted design for the associated site
- Support agent rollout (e.g. SCCM, GPO) conducted by NATO site & personnel
- Coordination with site to ensure data flow: Network routes, FW ports, credentials, GPO deployment, McAfee EPO policies
- All connected systems (coordinated with local site to ensure these are active and authorization to be scanned is provided): Windows, Linux/Unix, Virtualization (esxi/hyperv) and network devices are successfully scanned either in agent- or network-based (authenticated & non-authenticated) mode.
- The scan success criteria are as follows:
 - All OVA credentials are implemented using the tiered model, and specific OVA requirements: local administrator, no interactive login privileges, only network logon, member of protected users group (for windows); using SSH keys for remote login (on linux/unix systems and network devices – where available), meeting password complexity and account expiration requirements.
 - Windows systems:
 - the scan is completed successfully;
 - network authentication (if agents are not used) is successful with local admin privileges;

- the scan results contain: software inventory, running processes list, services list, registry settings;
- no errors are reported regarding: remote registry service or wmi not accessible, authentication (access, privileges)
- Linux/Unix systems:
 - the scan is completed successfully;
 - SSH authentication using keys and privilege escalation using sudo is successful;
 - the scan results contain: software inventory, processes list, services list;
 - no errors are reported regarding authentication (access, privileges).
- Network devices:
 - the scan is completed successfully,
 - SSH authentication using keys/password and privilege escalation using enable is successful;
 - the scan results contain: running and start configurations;
 - no errors are reported regarding authentication (access, privileges).
- Virtualization infrastructure (ESXI/VCenter):
 - the scan is completed successfully,
 - SOAP authentication using VCenter/ESXI credentials is successful,
 - the scan results contains: list of managed nodes and virtual machines;
 - no errors are reported regarding authentication (access, privileges).
- Local Site scanning templates are approved and available for use via T3AW.
- Local Site can initiate scans and access the results via T3AW.

6.5.2.6.6.6 Log Collection

- Where deployed in line with the accepted design for the associated site.
- Coordination with site to ensure proper data flow: Network routes, FW ports, credentials, GPO deployment.
- Contractor-guided configuration of all log sources and types in conjunction with local site personnel.
- Full deployment of the log source types and log sources according to the agreed design.
- Perform tuning (verbosity).
- Logs accessible in enclave, and events are collected and parsed in the logger. All agreed logs are forwarded to T2 SIEM, ingested and validated according to the agreed design.

6.5.2.7 Definition of test cases in the Test Tool

6.5.2.7.1 The Purchaser will provide an access for the Contractor to the Test Management Tool (Jira) for allowing to automate and trace execution of test cases.

6.5.2.7.2 Upon approval of test case definitions (see paragraph 6.5.2.6.2) by the Purchaser, the Contractor shall upload all test cases into the Test Tool, managed by the Purchaser.

6.5.2.8 Site Works Completion Confirmation

6.5.2.8.1 The Contractor shall coordinate with the Purchaser to plan and oversee all site works necessary to support delivery of the TO, to be identified during the Site Survey Phase. The Contractor shall maintain a list of all activities to be carried out, their estimated completion date, their progress, their actual completion date, an individual responsible for delivery and an escalation contact. The Contractor shall ensure this list is updated at least weekly. The Contractor shall use this to plan TO delivery schedules, raising risks and issues to schedule to the Purchaser at the earliest opportunity.

6.5.2.9 Transportation Report

6.5.2.9.1 The Contractor shall co-locate all equipment to be shipped to a Tier-3 site prior to the inspection by the Purchaser at a location to be determined by the Contractor.

6.5.2.9.2 Handling and storage

6.5.2.9.2.1 The Contractor shall be responsible for all handling and storage of equipment, packages, boxes and containers during the project. The Contractor shall also be responsible for organising and operating any handling equipment and storage facilities required.

6.5.2.9.2.2 The Contractor is responsible for arranging all that is necessary to access the sites where equipment is handled or stored.

6.5.2.9.2.3 In the case of dangerous goods and goods requiring export licenses the Contractor shall ensure that all required forms and certificates are provided and that all procedures for such goods are followed.

6.5.2.9.3 The Contractor shall request Purchaser approval for the Transportation Report for each designated Tier-3 site once all of the following entry criteria have been met:

6.5.2.9.3.1 The equipment to be shipped is complete in accordance with the LSD.

6.5.2.9.3.2 The equipment to be shipped is complete in accordance with the site specific Installation Specification.

6.5.2.9.3.3 The equipment to be shipped is completely and correctly registered down to the LRU level in the NCI Agency Asset and Inventory Forms.

6.5.2.9.3.4 All elements of the equipment to be shipped is labelled in accordance with the NCI Agency labelling standard.

6.5.2.9.3.5 All packing, handling, and transportation related documentation is prepared and ready for final review by the Purchaser.

- 6.5.2.9.3.6 Complete and correct packing lists per site submitted to the Purchaser.
- 6.5.2.9.3.7 The equipment to be shipped is registered in the NCSC CORE CMDB and a CMDB Report is ready for Purchaser review.
- 6.5.2.9.4 Upon request by the Contractor for the Transportation Stage-1 approval, the Purchaser will conduct a formal Transportation Stage-1 inspection at the Contractor chosen premises where the equipment to be shipped is staged for delivery to a Tier-3 site. The planned date and location of the Transportation Stage-1 Inspection shall be defined in the Transportation Plan. The Contractor shall notify the Purchaser not later than ten (10) working days in advance of the formal Stage-1 Inspection planned date.
- 6.5.2.9.5 Only in case the Contractor fully meets all criteria defined above and the Purchaser approves the Transportation Stage-1 Inspection Report, the Contractor shall ship the approved equipment to be shipped towards the designated Tier-3 site and prepare the Transportation Stage-2 Inspection.
- 6.5.2.9.6 In case the Contractor fails to meet one or more criteria defined above and the Purchaser does not approve the Transportation Stage-1 Inspection Report, the Contractor shall fix all deficiencies observed and request the repetition of the Transportation Stage-1 Inspection with a minimum of five (5) working days' notice. The equipment to be shipped shall not leave the Contractor facility unless the Transportation Stage-1 Inspection has been completed and approved by the Purchaser.
- 6.5.2.10 The Contractor shall provide Site Packing List
- 6.5.2.11 The Contractor shall provide integrated product support documents such as Site Packing List, Site Notice of Shipment, Site Customs Form 302 Request in compliance with SECTION 7.
- 6.5.2.12 Hardware Shipment
 - 6.5.2.12.1 The Contractor shall ship to the site all hardware equipment, labelled in compliance with SECTION 7.
- 6.5.2.13 Operational Change Request
 - 6.5.2.13.1 The Contractor shall trigger, perform and support the NCSC CORE Operational Change and Configuration Management processes, following a guidance from the Purchaser, provided as PFE at the TO execution.
 - 6.5.2.13.2 In order to comply with the NCSC CORE Change Management Process the Contractor shall:
 - 6.5.2.13.2.1 Create one Change Request and associated documents for each Service and Site under update prior to Gate-4,
 - 6.5.2.13.2.2 Coordinate and assess the impact of the Change prior Gate-4,
 - 6.5.2.13.2.3 Present the Change Implementation Plan for approval at Gate-4,
 - 6.5.2.13.3 Handover the Change Request and associated documentation to the NCSC CORE Change Manager (Service Provider) prior Gate-4,
 - 6.5.2.13.3.1 Support the NCSC CORE Change Manager to present the Change Request to the Operations CMB for approval at Gate-4,

6.5.2.14 Site Software Distribution List

6.5.2.14.1 The Contractor shall document the Tier-3 site Software Distribution List as per paragraph 7.7.14.

6.5.2.15 Site Product Baseline Report

6.5.2.15.1 The Contractor shall deliver the Site Product Breakdown (PBL) Report generated in accordance with AI 16.32.05.

6.5.2.16 Training Needs Analysis (TNA) Report

6.5.2.16.1 The Contractor shall deliver the TNA Reported, as stipulated in paragraph 7.6.

6.5.3 Gate-4 Criteria

6.5.3.1 The Gate-4 Entry Criteria are:

6.5.3.1.1 All deliverables as described at 6.5.2, completed and submitted to the Purchaser.

6.5.3.2 The Gate-4 Exit Criteria are:

6.5.3.2.1 Complete and accepted Site SIS,

6.5.3.2.2 Complete and accepted Site Specific SICP,

6.5.3.2.3 Complete and accepted Local Compliance Statement,

6.5.3.2.4 Complete and accepted SIVP per domain,

6.5.3.2.5 Complete and accepted Tier-3 SiAT Test Plan and Site Acceptance Test Checklist,

6.5.3.2.6 Complete and accepted upload of test cases into the Test Tool,

6.5.3.2.7 NPki Certificates confirmation and available for installation (this is to exclude 'online-only certificate request' certificates),

6.5.3.2.8 Site Works Completion (both, physical and logical) Confirmation,

6.5.3.2.9 Complete and accepted Transportation Report, proving delivery of the hardware equipment to the site,

6.5.3.2.10 Operational Change Request approved by NCSC CORE CMB,

6.5.3.2.11 Complete and accepted Site Software Distribution List.

6.5.3.2.12 Complete and accepted TNA Report.

6.5.3.3 Until the Gate-4 Acceptance Meeting is successfully complete, the Hardware, Software or documentation associated with the deployment of the particular site in question shall not be deemed as complete.

6.6 Gate 5: Tier-3 Implementation Phase

6.6.1 Implementation Phase Scope

6.6.1.1 The Objective of the Implementation phase is to deliver services to sites within the scope of the TO. This is formed of many subordinate yet high level tasks that include:

6.6.1.1.1 Equipment installation

- 6.6.1.1.2 Equipment integration into NCSC CORE
- 6.6.1.1.3 Equipment integration into site networks
- 6.6.1.1.4 Sensor Deployment and agent proliferation
- 6.6.1.1.5 Testing
- 6.6.1.1.6 Archiving, decommission and disposal of legacy NCSC CORE service (including data and equipment)
- 6.6.1.1.7 Site statement of compliance activities in accordance the security accreditation plan (reference 3.3.10) and site acceptance
- 6.6.1.1.8 Update of the Support documentation
- 6.6.1.1.9 Service Update Preparation
- 6.6.1.1.10 Handover/Takeover from Implementation to Service Delivery
- 6.6.1.2 The Contractor shall develop and integrate the components identified in the Site Design documentation (LSD, SIS, SICP).
- 6.6.1.3 The Purchaser reserves the right to suspend the Contractor's installation or activation work for up to two (2) working days to avoid interfering with or disrupting a critical operational event.
 - 6.6.1.3.1 If this suspension exceeds two (2) working days, an adjustment of the Work Package price can be submitted for consideration in connection with rescheduling efforts required. During the installation activities, if the Contractor receives any indication of a possible requirement for a suspension, this shall be made known immediately to the Purchaser's PM.
- 6.6.2 Tier-3 Implementation Phase Deliverables
 - 6.6.2.1 The associated deliverables for the Implementation Phase are:
 - 6.6.2.1.1 Equipment installation and labelling
 - 6.6.2.1.2 Enclave Activation & Integration with NCSC CORE-T2
 - 6.6.2.1.3 Site activation and operational networks cut-over
 - 6.6.2.1.4 Tier-3 SiAT Testing
 - 6.6.2.1.5 Tier-3 Training
 - 6.6.2.1.6 Archiving, Decommission and Disposal
 - 6.6.2.1.7 Sensor & Agent Deployment
 - 6.6.2.1.8 Site Installation Checklist
 - 6.6.2.1.9 Updated (Red-line) SIS
 - 6.6.2.1.10 Updated (Red-line) SICP
 - 6.6.2.1.11 Updated (Red-line) SIVP
 - 6.6.2.1.12 Updated (Red-line) Packing List
 - 6.6.2.1.13 Tier-3 SiAT Report
 - 6.6.2.1.14 Training
 - 6.6.2.1.15 Site Activation Checklist

- 6.6.2.1.16 Local Compliance Statement
- 6.6.2.1.17 Site Inventory
- 6.6.2.1.18 Support Documentation
- 6.6.2.1.19 Service Performance Test Plan
- 6.6.2.1.20 Service Update Activation Checklist

6.6.2.2 Transportation Report

- 6.6.2.2.1 The Contractor shall unpack and completely assemble and mount the kit into its designated location(s) at the Purchaser premises, as defined in the Site Installation Specification.
- 6.6.2.2.2 The Contractor shall request Purchaser approval for the Transportation Stage-2 Inspection once all of the following entry criteria have been met:
 - 6.6.2.2.2.1 The equipment delivered is complete in accordance with the Packing List,
 - 6.6.2.2.2.2 The equipment delivered is configured in accordance with site specific pre-configuration settings as defined in the Site Specific Installation Specification,
 - 6.6.2.2.2.3 The equipment delivered is completely and correctly registered down to the LRU level in the NCI Agency Asset and Inventory Forms,
 - 6.6.2.2.2.4 All elements of the equipment delivered is labelled in accordance with the NCI Agency labelling standard,
 - 6.6.2.2.2.5 The Site Inventory List is signed off by the Purchaser site POC,
 - 6.6.2.2.2.6 The Site "As-Built Drawings" are in line with the onsite "As-Installed" configuration,
 - 6.6.2.2.2.7 Site De-commissioning and disposal documentation is complete,
 - 6.6.2.2.2.8 The equipment delivered is validated against the NCSC CORE CMDB and a CMDB Report is ready for Purchaser review.
- 6.6.2.2.3 Upon request by the Contractor for the Transportation Stage-2 approval, the Purchaser will conduct a formal Transportation Stage-2 Inspection at the Tier-3 site. The planned Transportation Stage-2 Inspection shall be defined in the Transportation Plan. The Contractor shall notify the Purchaser not later than ten (10) working days before the formal Stage-2 Inspection will take place.

6.6.2.3 Equipment Installation and labelling

- 6.6.2.3.1 The Contractor shall be responsible installation and configuration of all items at their respective deployment locations.
- 6.6.2.3.2 The Contractor shall develop a site-specific installation plan based on the information provided within the Associated Site Survey Report, Site Implementation Specification and all other associated design documentation.
- 6.6.2.3.3 The installation plan shall describe any special measures necessary to implement the new sensors alongside the existing node during the testing and cut-over period at sites where space is limited.

6.6.2.3.4 The Contractor shall provide original equipment manufacturer manuals for all installed NCSC CORE COTS hardware and software. At least one hard copy and one soft copy shall be provided for each hardware and software CI delivered to a site.

6.6.2.3.5 At installation, the Contractor shall adapt the NCSC CORE solution to local organisational needs. Adaptation is not intended to include changes to the Product Baseline, but shall include, as necessary, establishment of local system interfaces; creation of initial user accounts and privileges; adaptation of workflows.

6.6.2.4 Site activation and operational networks cut-over

6.6.2.4.1 Following installation and NCSC CORE integration, but prior to cut-over of the installation, the Contractor shall perform testing to ensure that the new equipment is fully manageable from the specified remote management locations as agreed in the Test Plan.

6.6.2.4.2 Prior to cut over at any site, the Contractor shall perform testing on the equipment to ensure disruption to users is minimised as agreed in the Test Plan.

6.6.2.4.3 Cut over shall be performed in agreement with the local site manager, and in a progressive manner, transferring services and users to the new equipment on an interface by interface basis, without unscheduled loss of service for the site or connected sites/users.

6.6.2.4.4 At each Site, the Contractor shall be responsible for implementation of a fully integrated and operational NCSC CORE Service. The Contractor shall provide all the necessary material and perform all the services required to execute the installation and achieve the cut-over of the present users/systems from the current to the new configuration.

6.6.2.4.5 The Contractor shall identify all integration and interface resolutions that may occur during the Installation Phase, and the responsibility for the system's operation, support, and performance rests solely with the Contractor until completion of the Service Update Phase.

6.6.2.4.6 The Contractor shall provide a roll-back action plan as part of the documentation, in case any (singular or multiple) parts of the implementation fail.

6.6.2.4.7 The Contractor shall be responsible for planning with local site manager and the appropriate NCI Agency divisions to ensure that all parties accept the implementation plan, and have scheduled appropriate downtime.

6.6.2.4.8 The Contractor shall minimise the effort from the Purchaser, NCI Agency and the local staff for the implementation and commissioning to be achieved. The Contractor shall therefore perform the following activities at each Site:

6.6.2.4.8.1 Prepare a transition plan as part of the SIS, which fully details each and every configuration change necessary to the existing networks, new facilities to be implemented (e.g. sensors, etc.) and any temporary facilities needed for sustaining user services during the cut-over process.

- 6.6.2.4.8.2 Produce step by step detailed procedures identifying the exact sequence in which the above configuration changes are implemented.
- 6.6.2.4.8.3 Implement the required service/component (e.g. sensors as applicable), perform the Site Acceptance Test and provide a Site Acceptance Test Report for Purchaser review and approval.
- 6.6.2.4.8.4 Perform the cut-over using the detailed procedures in accordance with the agreed project implementation schedule, when authorised by the Purchaser. This authorisation to proceed may be given progressively for parts or all of the procedure after Purchaser review and approval of the Site Acceptance Test Report.
- 6.6.2.4.9 The Contractor shall be responsible for performing all transitional and cut-over activities including provision and dismantling of transitional and/or temporary assets and services unless explicitly agreed otherwise in writing by the Purchaser.
- 6.6.2.4.10 The Contractor shall be responsible for the installation of VPN functionality. This responsibility includes provision of all additional hardware and software required for the connectivity of the sensors between the SAR layer and the Switching Component at the Routing Layer.
- 6.6.2.4.11 The Contractor shall record any deficiencies and observations and it shall be added to the Issues Summary Report for remedial action by the Contractor as an Annex of the Test Report.

6.6.2.5 Tier-3 SiAT Testing

- 6.6.2.5.1 Prior to cut-over of the first installation, The Contractor shall perform testing to ensure that the new equipment is fully manageable from the specified remote management locations as agreed in the Test Plan.
- 6.6.2.5.2 Prior to cut over at any site, the Contractor shall perform testing on the equipment to ensure disruption to users is minimised as agreed in the Test Plan.
- 6.6.2.5.3 The Contractor shall provide a draft SiAT Report for Purchaser review immediately after execution of the SiAT. The Draft Site Acceptance Test Report may be submitted with hand-written entries in the Test Result Fields in the Test Data Sheets and in the Observation Sheets.
- 6.6.2.5.4 The Purchasers approval of the Draft Site Acceptance Test Report for the purpose of granting permission to proceed with the Cut-over shall not be an implied approval of the final Site Acceptance Report.

6.6.2.6 Training

- 6.6.2.6.1 The Contractor shall deliver a Tier-3 Training in compliance with paragraph 7.6.

6.6.2.7 Legacy NCSC CORE Decommission and Disposal

- 6.6.2.7.1 During any migration effort to the new NCSC CORE appliances, the Contractor shall ensure no unscheduled or agreed disruption to local users or existing services.

- 6.6.2.7.2 The Contractor shall be responsible to provide all the additional assets and services that may be required during the migration effort (e.g. equipment, racks, connectivity). Any additional assets, which may be provided by the Contractor shall remain the property of the Contractor, with the exception of any storage medium connected to the NR or NS operational networks, which shall become the property of the Purchaser due to existing Security Regulations.
- 6.6.2.7.3 The Contractor shall perform migration of the existing services and users, following successful completion of the Site Acceptance Test at the respective site and the "Authorisation to Proceed Migration" by the Purchaser.
- 6.6.2.7.4 The Contractor shall decommission any equipment pertaining to the provision of legacy NCSC CORE Components/Services. The Contractor shall package any and all decommissioned legacy NCSC CORE equipment in a manner commensurate with its final value when new, and the organisational value of any potential remnant data. The Contractor shall ensure the equipment is delivered within the site to the equipment Account Owners for disposal under NATO regulations. The Contractor shall maintain documentary evidence of decommission, packaging and delivery as part of the on-site Implementation documentation. Any Temporary storage of this equipment, prior to the delivery to the necessary persons for disposal under NATO regulations, will be stored in an environment that is secured and accredited to a level commensurate with the protective marking level of the data processed by the devices. This storage shall be in line with NATO regulations.
- 6.6.2.7.5 The Contractor shall decommission, modify or update any and all equipment pertaining to the provision of legacy NCSC CORE Components/Services that requires replacement, modification or updating as part of the implementation of the design agreed at the associated Design Phase of the Tier-3 Deployment work package for that site.
- 6.6.2.7.6 Where NCSC CORE Equipment is to be decommissioned, The Contractor shall package any and all decommissioned legacy NCSC CORE equipment in a manner commensurate with its final value when new, and the organisational value of any potential remnant data.
- 6.6.2.7.7 The Contractor shall ensure all NCSCS CORE equipment to be disposed of as agreed at the Design Phase for the associated site is delivered within the site to the necessary persons for disposal under NATO regulations. The Contractor shall maintain documentary evidence of decommission, packaging and delivery as part of the on-site Implementation documentation. Any Temporary storage of this equipment, prior to the delivery to the necessary persons for disposal under NATO regulations, will be stored in an environment that is secured and accredited to a level commensurate with the protective marking level of the data processed by the devices. This storage shall be in line with NATO regulations.
- 6.6.2.7.8 The Contractor shall ensure all NCSC CORE equipment to be reconstituted as agreed at the Design Phase for the associated site will be handled in accordance with the NATO Regulation and commensurate with the accredited protective marking level of the data processed by the devices. Where the protective marking is deemed NATO UNCLASSIFIED, The

Contractor shall clear all residual memory where possible, and ship to the location defined by The Contractor for reconsolidation.

6.6.2.8 Site Inventory

- 6.6.2.8.1 The Contractor shall create and maintain one Inventory List per site.
- 6.6.2.8.2 The inventory shall include all items delivered and shall comprise the following categories:
 - 6.6.2.8.3 Sites and System Inventory
 - 6.6.2.8.3.1 All items (both Commercial Off The shelf - COTS and developmental Items - DIs, both hardware and software) down to MRI/MSI level, hierarchically structured and conforming the LBS/PBS and Product baseline (PBL);
 - 6.6.2.8.3.2 All interconnecting equipment/elements, either special-to-type or standard, required to install, integrate or operate the System delivered in the frame of the project;
 - 6.6.2.8.3.3 All special-to-type and standard tools and test equipment(both hardware and software), required to operate and maintain the delivered System and conforming with the procedures reported in the Maintenance and Support manuals and in the training
 - 6.6.2.8.3.4 All spare parts (any MRI/MSI category) handed over by the Purchaser
 - 6.6.2.8.3.5 All documentation (manuals, training material/handbooks, as built drawings, plans, procedures, data records and any Contract Data Requirement List - CDRL in general).
 - 6.6.2.8.3.6 All the Software (see Section 7.7.14).
- 6.6.2.8.4 The inventory shall be exportable from the CMDB as an MS-Excel file for delivery to the Purchaser on hardcopy and electronic media.
- 6.6.2.8.5 A site specific inventory shall be made readily available and delivered to the site together with the deliverables at the time of acceptance. Required changes shall be recorded during the acceptance process and fed back to the CMDB database.

6.6.2.9 Support Documentation

- 6.6.2.9.1 The Contractor shall provide operation, maintenance, and support manuals in compliance with stipulation in paragraph 7.5.

6.6.2.10 Service Performance Test Plan

- 6.6.2.10.1 The Contractor shall provide performance figures for services in scope of the TO.

6.6.2.11 Service Update Activation Checklist,

- 6.6.2.11.1 The Contractor shall create and complete the Service Activation Checklist per Service following a guidance from the Purchaser, provided as PFE at the TO execution.
- 6.6.2.11.2 The Contractor shall liaise with the NCSC CORE Service Provider to prepare the Service Update Activation event and Service Update Acceptance event.

6.6.2.11.3 The Contractor shall demonstrate all measures taken to successfully Handover/Takeover from the Implementation team to Service Delivery team.

6.6.2.12 Purchaser Deliverables

6.6.2.12.1 OCF

6.6.2.12.1.1 The Purchaser will:

- Confirm with local site complete IP ranges and subnets, routing and firewall rules at the local network infrastructure are in line with information provided by the Contractor.
- Ensure the legacy OCF agents have been removed by the Contractor as indicated by the Site survey report.
- Identify and share the agent deployment mechanism to the local site administrators. This deployment and any negative side effect caused by the Agent implementation shall be resolved by the Contractor. A fix is to be provided by the Contractor not later than thirty (30) working days after the date of discovery.
- Liaise with the local site to obtain GPO where requested by the Contractor.
- Provide guidance for the deployment of agents across the sites.

6.6.2.12.2 OVA

6.6.2.12.2.1 The Purchaser will:

- Confirm with local site complete IP ranges and subnets, routing and firewall rules at the local network infrastructure are in line with information provided by the Contractor.
- Liaise with the local site to obtain GPO where requested by the Contractor.

6.6.2.12.3 Log Collection

6.6.2.12.3.1 The Purchaser will:

- Confirm with local site complete IP ranges and subnets, routing and firewall rules at the local network infrastructure are in line with information provided by the Contractor.
- Confirm with that the contractor has successfully installed the Log Collection software and matching licensing
- Liaise with the local site to obtain credentials where requested by the Contractor.
- Liaise with the local site to perform configuration activities on log sources, as requested by the Contractor.

6.6.2.12.4 NIPS/RUA

6.6.2.12.4.1 The Purchaser will:

- Confirm with local site complete IP ranges and subnets, routing and firewall rules at the local network infrastructure are in line with information provided by the Contractor.

6.6.3 Gate-5 Criteria

6.6.3.1 The Gate-5 Entry Criteria are:

6.6.3.1.1 The Contractor shall complete all deliverables as described at 6.6.2, completed and submitted to the Purchaser.

6.6.3.2 The Gate-5 Exit Criteria are:

6.6.3.2.1 Complete and accepted Site Installation Checklist

6.6.3.2.2 Updated Red-line SIS

6.6.3.2.3 Updated Red-line SICP

6.6.3.2.4 Updated Red-line SIVP

6.6.3.2.5 Updated Red-line Packing List

6.6.3.2.6 Complete and accepted Tier-3 SiAT Report

6.6.3.2.7 Complete and accepted Tier-3 Training Report

6.6.3.2.8 Complete and accepted Site Activation Checklist

6.6.3.2.9 Local Compliance Statement

6.6.3.2.10 Sensor & Agent Deployment

6.6.3.2.11 Complete and accepted Transportation Report

6.6.3.2.12 Complete and accepted Support Documentation

6.6.3.2.13 Complete and accepted Service Performance Test Plans

6.6.3.2.14 Complete and accepted Service Update Activation Checklist

6.6.3.2.15 Corresponding Operational Change is confirmed to state

6.6.3.3 Until the Tier-3 Gate-5 is successfully passed, the Contractor shall not advance to the Tier-3 Service Update Phase.

6.6.3.4 The Successful completion of the Gate-5 shall instigate an update to the Operational Change(s). The Contractor shall update the change with all necessary criteria to close it.

6.7 Gate-6: Service Update Phase Acceptance

6.7.1 Scope

6.7.1.1 The Contractor shall update all affected NCSC CORE Business Services following a guidance from the Purchaser, provided as PFE at the TO execution.

6.7.1.2 For each Business Service, the Contractor shall perform Service Performance Test and Evaluation, following a guidance from the Purchaser, provided as PFE at the TO execution.

6.7.2 Deliverables

6.7.2.1 Service Performance Test report,

6.7.2.2 Service Performance Evaluation Report.

6.7.3 Gate-6 Criteria

6.7.3.1 The Gate-6 Entry Criteria are:

- 6.7.3.1.1 The Contractor shall complete all deliverables as described at 6.7.2, completed and submitted to the Purchaser.
- 6.7.3.2 The Gate-6 Exit Criteria are:
 - 6.7.3.2.1 Complete and accepted updates of affected NCSC CORE Business Services
 - 6.7.3.2.2 Complete and accepted Service Performance Test report
 - 6.7.3.2.3 Complete and accepted Service Performance Evaluation Report.

6.8 Purchaser Furnished Elements (PFE)

- 6.8.1 A list of hardware equipment, provided as PFE shall be specified in the TO SoW.
- 6.8.2 A list of software and licenses for software components provided as PFE shall specified in the TO.
- 6.8.3 The Contractor shall assume enabling NIPS service as PFE in those NCSC CORE-Tier-3 enclaves where the Threat Prevention Subscription on Palo Alto firewalls is used (see Annex E, paragraph E.4.2).
- 6.8.4 The Contractor shall request of the Purchaser all Operational PKI certificates to be readied within NCSC CORE in advance of site installation, and installed ahead of activation.
- 6.8.5 The Purchaser will provide the Data Pack which will include NR material relating to the design documents of services requested in the TO and a sample Site Specific Site Installation Specification (SIS) document.
- 6.8.6 The Purchaser will provide GeoIP database as PFE in the MaxMind DB (MMDB) format.
- 6.8.7 The Purchaser will provide security settings and security configuration instructions for Operating Systems to be provided as PFE.
- 6.8.8 When determined as applicable at the requirements review, the Purchaser will provide the following guidance documentation as PFE:
 - 6.8.8.1 Local Compliance Statement,
 - 6.8.8.2 NATO Approved Fielded Products List (AFPL),
 - 6.8.8.3 NCSC CORE Sensor placement methodology guidance for NCSC CORE services,
 - 6.8.8.4 NCSC CORE-Tier-3 services installation methodology guidance,
 - 6.8.8.5 Security Operations Centre (SOC) Site Server installation guidance,
 - 6.8.8.6 NCSC CORE-Tier-3 Support Services implementation guidance,
 - 6.8.8.7 NCSC CORE-Tier- 3 SharePoint installation guidance,
 - 6.8.8.8 NCSC CORE Operational Change and Configuration Management guidance,
 - 6.8.8.9 NCSC CORE Tier-3 Site Software Release Plan and Recording template,
 - 6.8.8.10 NCSC CORE Service Activation Checklist template and guidance,
 - 6.8.8.11 NCSC CORE Business Services definitions and change process description.
- 6.8.9 PFE delivery dates will be specified in the TO and/or agreed in the Requirements Analysis and Review Phase.

SECTION 7. INTEGRATED PRODUCT SUPPORT

7.1 Introduction

- 7.1.1 This section details all Integrated Product Support (IPS) requirements covering the through-life supportability aspects that the Contractor shall implement for the tasks required by this CSSF IDIQ SoW and any TOs issued.
- 7.1.2 The Contractor shall include an IPS Plan (IPSP) as part of the PIP describing all aspects of support and how the Contractor proposes to meet the IPS requirements, following the requirements set in the Agency Instruction (AI) 16.31.03 – Requirements for the Preparation of IPSP (ref. 3.5.5).
- 7.1.3 The IPSP shall include details that demonstrate how the Contractor proposes to meet all IPS requirements throughout the entire period of performance of the contract including the warranty period as detailed in Section 7.8 below.
- 7.1.4 The Purchaser will verify that the activities, deliveries, analyses and documentation delivered by the Contractor(s) are integrated, coherent and consistent with the contractual requirements and do not degrade the current operational availability of the Systems and of the Services.

7.2 Maintenance and Support Concept

- 7.2.1 The maintenance and support definitions applicable to this CSSF IDIQ SoW and any TOs issued are defined and detailed in Annex B.
- 7.2.2 The Contractor shall design/deliver the system/elements and the support/maintenance documentation, instructions, and resources (skills, spares, repairs, tools/test equipment etc.) in order to allow the Purchaser to fully operate the delivered NCSC-CORE-Tier-3 Enclave, to perform HL1/2 and SL1/2 maintenance and support the delivered NCSC-CORE-Tier-3 Enclave up to Level 3 (centralised) from the relevant Tier-3 SiAT.
- 7.2.3 The Contractor shall be fully responsible, in accordance with the above defined maintenance and support concept, to deliver all the resources (spares, repairs, training, documentation, tools, test equipment etc.), analyses, studies required to sustain the delivered NCSC-CORE-Tier-3 Enclave and meet the performance and functional requirements defined in this CSSF IDIQ SoW and any TOs issued until the end of the warranty.
- 7.2.4 All activities on-sites beyond NATO capabilities/skills (as per maintenance concept and contractor delivered training and documentation) required to restore the delivered NCSC-CORE-Tier-3 Enclave from a critical failure shall be carried on by the Contractor by dedicated on-site interventions in no more than 24 hours from purchaser request and including the required materials and tools (HW/SW).
- 7.2.5 All activities on-sites beyond Purchaser capabilities/skills (as per Maintenance Concept and Contractor delivered training and documentation) required to fix any non critical issue affecting the delivered NCSC-CORE-Tier-3 Enclave, shall be carried on by the Contractor by dedicated on-site interventions to be planned with the Purchaser in the first available preventative maintenance downtime slot; the activity shall include the required materials and tools (hardware/software) at no additional cost for the purchaser.



7.3 Logistic Support Analysis (LSA) and Reliability, Maintainability and Availability (RMA)

- 7.3.1 When explicitly requested within the scope of the TO SoW, the Contractor shall develop and document a detailed Logistic Support Analysis (LSA) as per the requirements defined in this paragraph.
- 7.3.2 The LSA shall be developed in accordance with the ASD S3000L Specification, documented as part of a Maintenance and Support Case, scheduled for delivery as specified in the Table 1 Project Delivery Matrix CDRL.
- 7.3.3 The Contractor shall propose to the Purchasers a tailoring of the S3000L Specification, to be agreed with the Purchaser, in order to define as a minimum the following elements in accordance with the maintenance and support levels defined in Annex B and the maintenance and support concept defined in paragraph 7.2:
- Full Logistic Support Analysis (LSA) Breakdown Structure (LBS)/Product Breakdown Structure (PBS);
 - Level of Repair Analysis identifying the maintenance level of each individual element of the LBS/PBS, both for Preventative (PM) and Corrective Maintenance (CM) and including troubleshooting;
 - Full and detailed range of PM and CM tasks, including troubleshooting, and relevant durations, periodicities, resources (skills/trades, tools, materials), Safety data/procedures.
- 7.3.4 The tailoring of the S3000L specification, the minimum dataset and the formats of the data/deliverables shall be delivered as part of the Design Phase.
- 7.3.5 The IPS activities shall, as a minimum, generate the data, structures and deliverables required by this SOW, subject to Configuration Management as defined in SECTION 9 and under the Quality constraints defined in SECTION 8.
- 7.3.6 The Contractor shall define, design and document (in the Maintenance and Support Case) the Maintenance tasks and resources associated to the new/modified/upgraded equipment in order to allow 95% of the failures to be recovered and operations to be executed at organizational Level (HL1/2 and SL1/2) by Purchaser personnel.
- 7.3.7 The Contractor shall support the NCI Agency, from SiAT up to the end of the warranty period, for the HL3/4 and SL3/4 activities, for the provision of HL1/2 repairs/spares and for the provision of remote and onsite technical assistance beyond the scope and capabilities of organizational level maintenance.
- 7.3.8 The organization level maintenance shall be executed on site and include preventative maintenance, corrective maintenance and related troubleshooting activities to be reflected in the training, training material and Operation and Maintenance (O&M) manuals that the Contractor shall provide.
- 7.3.9 The Contractor shall provide, as part of the Maintenance and Support Case, the following data/elements for the hardware (including firmware) and software delivered and/or installed/integrated as part of this project, in conformance with the latest applicable Product Baseline (PBL, see SECTION 9):
- Detailed hierarchical Logistic Support Analysis (LSA) Breakdown Structure (LBS)/Product Breakdown Structure (PBS) down to the Maintenance Relevant/Significant Item (MRI/MSI), hybrid type as per S3000L Specification;

- MRI/MSIs category (Line Replaceable Unit - LRU, Insurance Item - II, Attaching Part - AP, Technical and/or non-Technical consumable, Next Higher Assembly - NHA, not- MRI/MSI) as per definitions given in Annex B;
 - Full configuration management data (identification of Configuration Items - CIs, type of CI, relationships, dependencies) in accordance with STANAG 4427 Ed.3 (see SECTION 9);
 - Maintenance Level (preventative, corrective, troubleshooting) associated to each individual item identified in the LBS/PBS;
 - MTBF (Mean Time Between Failure) and MTBCF (Mean Time Between Critical Failures) for each HW element down to MRI/MSI level and relevant calculation method (predicted, allocated, field data, specification) and conditions (temperature, environment etc.);
 - MTTR (Mean Time to Repair) for each HW element down to MRI/MSI (as per definition of MIL-HDBK-470A, Appendix D);
 - Failure modes, failure mode ratio and criticality number and categorization for each HW element down to MRI/MSI level (simplified Failure Modes Effects and Criticality Analysis - FMECA, including HW & SW, using MIL-STD-1629A as guideline or IEC 60812: 2018);
 - RBDs (Reliability Block Diagrams) from System level down to MSI/MRI level and relevant MTBCF (Mean Time Between Critical Failures) and MTTRS (Meant Time To Restore System) calculations as per MIL-HDBK-338B and IEC 61078:2016;
 - Corrective maintenance tasks and their durations, skills/trades, tools, materials and step by step procedures required to feed the IETPs;
 - Preventative maintenance tasks, their periodicities and their durations (Mean Time Between Preventative maintenance - MTBP and Mean Time To Preventive - MTTP as per guidelines given by MIL-HDBK-338B), skills/trades, tools, materials and step by step procedures required to feed the IETPs;
 - Population at each MRI/MSI level and QEI (Quantity per End Item);
 - SMR (Source, Maintenance, Recoverability) Coding down to MRI/MSI level in accordance with AR 700-82/SECNAVINST 4410.23/AFMAN 21-106;
 - Safety instructions.
- 7.3.10 The Contractor shall provide operational and maintenance instructions, training and manuals to enable the Purchaser to support the delivered NCSC-CORE-Tier-3 Enclave up to Level 3 (centralised) and maintain it up to HL1/2-SL1/2 as per maintenance/support concept defined in paragraph 7.2.
- 7.3.11 The operational instructions shall specify the tasks, the processes and the resources required at each support level (as per support concept defined in paragraph 7.2) including the interaction/coordination with the maintenance activities.
- 7.3.12 All LSA and RMA data shall be provided both as raw MS Excel tables and/or S3000L XML dumps and as summary reports (with supporting MS Excel data, calculation methods and applicable standards and handbooks), fully consistent with the LBS/PBS and the relevant PBL, as per agreed tailoring of the S3000L specification.

7.4 Supply Support

- 7.4.1 When explicitly requested within the scope of the TO SoW, the Contractor shall define the data (and document them in the Maintenance and Support Case) relevant to the spares parts (LRUs, Insurance Items), technical and non-technical consumables for the site in accordance with the requirements and specifications outlined in this paragraph.
- 7.4.2 The defined spare parts and consumables shall be coherent and consistent with the operation and maintenance concept defined in Annex B and in paragraph 7.2 and with the procedures reported in the maintenance, support and operation manuals and training material.
- 7.4.3 The Contractor shall propose to the Purchasers, n.l.t. the Design Phase, a tailoring of the S2000M Specification, in order to define the minimum dataset (TEI – Text Element Identifiers) in accordance with the maintenance and support levels defined in Annex B, the maintenance and support concept defined in paragraph 7.2 and requirements in 7.4.4 below.
- 7.4.4 The Contractor shall provide at Design Phase to the Purchaser the following data (as part of the Maintenance and Support Case), in accordance with S2000M Spec., for each list of Spare Parts and Consumables candidates and for each set of calculated spares and consumables, including (but not limited to):
- Part Number,
 - NCAGE (NATO Commercial and Government Entity code),
 - NCAGE Data (name, address, Point of Contact – POC, etc.),
 - Description/nomenclature,
 - MRI/MSI type,
 - MTBF (for Spare parts – LRUs and Insurance Items only),
 - Consumption Rate (for consumables),
 - Quantity per End Item,
 - Recommended quantity,
 - Unit Price,
 - Price Unit Of Measure (UOM),
 - Minimum Order Quantity (MOQ),
 - SMR Code,
 - Turn-Around-Time (TAT) or Lead Time (LT), coherent with the SMR Code.

7.5 Technical Documentation and Data

- 7.5.1 In addition to the documentation/data listed and detailed in other sections of this CSSF IDIQ SOW, when explicitly requested within the TO SoW and in accordance with the requirements established in the following sub-paragraphs, the Contractor shall deliver:
- Interactive Electronic Technical Publications (IETPs);
 - Logistic Data;
 - System Inventory;
 - As-Built Documentation and Interface Control Documents.

7.5.2 Interactive Electronic Technical Publications (IETPs)

- 7.5.2.1 The Contractor shall develop and deliver the Interactive Electronic Technical Publications (IETPs) in accordance with the S1000D Issue 5.0 specification as per the tailoring provided by the Purchaser with the following Agency Instructions:
- AI 16.31.07 – GD (Guidance Document) for ASD-AIA-ATA S1000D TechPubs (ref. 3.5.7)
 - AI 16.31.07 Annex A – S1000D Issue 5.0 Business Rules Decision Point (BRDP) Index (ref. 3.5.8)
 - AI 16.31.12 – WSG (Writing Style Guide) for ASD-AIA-ATA S1000D TechPubs (ref. 3.5.10)
 - AI 16.31.13 – ISG (Illustration Style Guide) for ASD-AIA-ATA S1000D TechPubs (ref. 3.5.11)
- 7.5.2.2 The Contractor shall deliver the following IETPs (fully compliant with S1000D Spec. as per AIs above) for the delivered NCSC-CORE-Tier-3 Enclave:
- HL1/2 and SL1/2 Maintenance Manuals, including (but not limited to):
 - System description, controls and indicators,
 - Corrective, Preventative and Troubleshooting procedures down to MRI/MSI level,
 - Illustrated Parts Catalogue;
 - Support Levels 1, 2 and 3 Instructions, including:
 - Operating Instructions,
 - HW and SW Monitoring,
 - Network integration description and management,
 - SW installation, policies management, fine tuning,
 - SW troubleshooting, debugging, patching, re-installation,
 - SW performance improvement procedures,
 - System Administrator instructions;
 - COTS Manuals (in their original format, PDF) encapsulated in the IETPs Data Modules (DMs) as required in the AI 16.31.07 (GD) (ref. 3.5.7):
 - Modules (DMs) as required in the AI 16.31.07 (GD).
- 7.5.2.3 The above listed IETPs shall be delivered to the Purchaser's PM and IPS Officer as a preliminary version (in the form of Publication Module(s)/Data Module(s) as required in the AI 16.31.07 GD) not later than SiAT – eight (8) working weeks and be ready, used and commented when the training sessions will occur.
- 7.5.2.4 The Contractor shall execute a desktop verification of the IETPs content, structure and layout and usability on a S1000D fully compliant browser³ and shall be QA approved by the contractor QA authority before such manuals are delivered to the Purchaser.

³ The S1000D browser is not part of the provision and any available S1000D browser can be used by the Contractor for the IETPs verification.

- 7.5.2.5 The Purchaser will validate the IETPs and will collect comments to the IETPs in different stages (including the training sessions) and will provide all the comments to the Contractor not later than SiAT – 4 working weeks or after training completion.
- 7.5.2.6 The Contractor shall deliver the original version (starting from the preliminary version including the implementation of all the comments) not later than SiAT – one (1) working week.
- 7.5.2.7 The IETPs shall be delivered as an installation package to be viewed/browsed with an S1000D fully compliant browser for Windows 10 environment.

7.5.3 Logistic Data

- 7.5.3.1 The Contractor shall generate/predict/collect and deliver the following data, fully aligned with the applicable PBL as per requirements in SECTION 9 and sub-sections of this CSSF IDIQ SOW:
 - 7.5.3.1.1 the LSA/RMA Data, required in paragraph 7.3, in accordance with the Purchaser's agreed Contractor tailoring of S3000L Specification, and
 - 7.5.3.1.2 the Supply Support data, required in paragraph 7.4, in accordance with the Purchaser's agreed Contractor tailoring of S2000M Specification.
- 7.5.3.2 The Contractor shall deliver S3000L analyses and data and the S2000M analyses and data as part of an incremental Maintenance and Support Case, not later than Design Phase and reviews anytime there are updates/upgrades (through ECP process if and when applicable) and Purchaser comments affecting such data and documentation.
- 7.5.3.3 The Maintenance and Support Case shall be delivered as a formal document (including the original raw data and all annexes/appendixes) to the Purchaser's PM and IPS officer for assessment, commenting and eventually re-issuance if needed.
- 7.5.3.4 The Contractor shall agree with the Purchaser, not later than the Design Phase, the tailoring of the above mentioned specifications (S2000M and S3000L), the mandatory and additional fields and the format of the data to be delivered.
- 7.5.3.5 The Contractor is fully responsible of the data, their validity, correctness and overall quality and shall update the information any time major changes are required (e.g. implementation of an ECP – see section 8 – affecting the data, amendment of incorrect numbers, improvements due to field data, escalations etc.).

7.5.4 As-Built Documentation and Interface Control Documents

- 7.5.4.1 The Contractor shall create (or modify, if available) and deliver to the Purchaser a full set of As-Built Documentation (ABDs) and Interface Control Documents (ICD), in electronic format, not later than SiAT – 4 working weeks.
- 7.5.4.2 Should the ABDs require corrections, the Contractor shall take in charge all Purchaser comments and re-deliver the documentation within two (2) working weeks from the reception of Purchaser comments.
- 7.5.4.3 The title of each drawing plus all included text and annotations shall be in English.
- 7.5.4.4 The appropriate NATO classification shall be on the top and bottom of each drawing.

- 7.5.4.5 The number and scale of each drawing (where applicable) shall be clearly indicated, in addition to the issue number of each drawing. Definition(s) may be given on the drawing, where used, or a summary sheet, or sheets, at the front of the document.
- 7.5.4.6 All drawings showing physical installations shall be to a scale of not less than 1:50.
- 7.5.4.7 The as-built drawings shall provide full details of how all of the major assemblies of the supplied equipment have been physically installed and mechanically/electrically integrated. As- built drawings shall be self-sufficient and independent of any other documents.
- 7.5.4.8 The as-built drawings shall cover the following (whatever is applicable) for any item replaced, modified or integrated in the frame of the project in the existing System/site:
- All floor and wall plans to include the physical details of all installed equipment, apparatus and devices;
 - Location plans with complete details of all cross-connection frames and patch panels.
 - Physical and logical details of all cable racking and cable numbers and cable functions to include as appropriate all connections, connectors and sockets;
 - Details covering all wiring termination points including wire numbers and colour coding, if applicable;
 - Ancillary equipment details to include, as appropriate, connection points and termination points, patch panels etc.;
 - The functions of all inter-connecting cables, including cross-site cabling with their codes/labels;
 - Update of existing As-Built Drawings to reflect alteration works carried out by the Contractor to existing racks, elements, panels, rooms etc.
- 7.5.4.9 The Contractor shall provide the ABDs in electronic form and with file formats compatible with MS Visio (2016).
- 7.5.4.10 A copy of the ABDs shall also be provided in PDF.

7.6 Training

- 7.6.1 The Contractor shall deliver a training programme including Training Needs Analysis (TNA), planning, preparation/design, delivery/execution and assessment of the training activities.
- 7.6.2 The training programme shall cover all maintenance, operation and support aspects relevant to the delivered NCSC-CORE-Tier-3 Enclave in accordance with the maintenance and Support Concept defined in paragraph 7.2.
- 7.6.3 The Contractor shall deliver 1 (one) Operation training on the delivered NCSC-CORE-Tier-3 Enclave to allow analyst personnel to fully operate the delivered enclave.
- 7.6.4 The Contractor shall deliver 1 (one) Maintenance and Support training session on the delivered NCSC-CORE-Tier-3 Enclave to allow maintenance and support personnel to perform maintenance at level 1 and 2 and support at level 1 and 2 of the delivered equipment (HW, FW) and SW as per Maintenance and Support concept defined in 7.2 and in Annex B.

- 7.6.5 The Contractor shall deliver 1 (one) Administrator training session on the delivered NCSC-CORE-Tier-3 Enclave site in order to train the local administrators on primary administration activities in line with the support level 3 and as per maintenance and support concept defined in 7.2 and in Annex B. The training shall enable the administrators to perform full installation, re-installation, set-up, customisation, troubleshooting, patching, updating, upgrading, testing and release and administration of the new delivered equipment and SW, including automation, scripting and adaptations that may be required in the life cycle of the delivered enclave.
- 7.6.6 The Contractor shall deliver each training session up to a maximum of 10 trainees (per session) that will have at least a basic starting knowledge on systems similar to the ones in the scope of this project and at the same maintenance/support level(s).
- 7.6.7 The Contractor shall deliver the training considering a proper combination of classroom and hands-on training or propose any alternative training method for discussion and concurrence with the Purchaser (at no additional cost).
- 7.6.8 In preparation of the training activities, the contractor shall deliver a draft Training Needs Analysis (TNA) not later than the Design Phase in accordance with the Purchaser provided AI 16.31.11 – Requirements for the Preparation of TNA Reports (ref. 3.5.9).
- 7.6.9 The Contractor shall deliver a draft Training Plan (including the TP-POAP, ref. 7.6.11) with the PIP and a final Training Plan at Design Phase including the resolution of all the comments provided by the Purchaser on the draft version.
- 7.6.10 The Training Plan shall describe in detail the training programme that the Contractor will implement including the proposed duration for each session, sequence of the sessions, daily planning and any other information deemed important for the correct planning and execution of the trainings.
- 7.6.11 The Contractor shall develop and deliver the Training Plan (TRNP) in accordance with the Purchaser provided Agency Instructions (ref.3.5.15):
- AI 16.31.04 – Requirements for the preparation of TRNP
 - AI 16.31.04 Annex A – Training POAP (Plan On A Page)
 - AI 16.31.04 Annex B – Training Feedback Form
 - AI 16.31.04 Annex C – Training Evaluation Report Form
- 7.6.12 The Contractor's proposed duration of the trainings shall be accepted by the Purchaser and be adequate to the content, complexity and required knowledge to be transferred to the trainees in accordance with the requirements of this SOW, the maintenance and support concept defined in 7.2 and Annex B and the result of the TNA required above.
- 7.6.13 The Contractor shall propose to the Purchaser the formats and templates for the training data and material at Design Phase.
- 7.6.14 Upon review of the proposed format and templates for the training data and material, the Purchaser will provide comments (if any) or acceptance within four (4) working weeks from the reception of Contractor's proposed format and templates for the training data and material.

- 7.6.15 In case of comments of the Purchaser, the Contractor shall provide an amended version of the format and templates for training not later than two (2) working weeks from the reception of Purchaser's comments.
- 7.6.16 The Contractor shall prepare/design the training data and material on the basis of the maintenance and support concept (paragraph 7.2), specialties (maintenance, support, and operation), levels and requirements defined in this CSSF IDIQ SoW.
- 7.6.17 The training data and material shall be delivered to the Purchaser in electronic format not later than eight (8) working weeks before the expected training for Purchaser review and acceptance before training start.
- 7.6.18 Upon review of the training data and material, the purchaser will provide comments (if any) or acceptance within four (4) working weeks.
- 7.6.19 In case of comments of the Purchaser, the Contractor shall provide an amended version of the training data and material not later than two (2) working weeks from the reception of Purchaser's comments.
- 7.6.20 The Contractor shall be responsible for the timely provision on the training site/location of the following training data and material for each trainee:
- trainee guidebook;
 - Training material, properly structured and organised, including (but not limited to) video/audio material, drawings and procedures, slides/presentations, COTS documentation etc.;
 - Interactive Electronic Technical Publications (in accordance with S1000D Spec.);
 - Final training test questionnaire;
 - Completion certificates (upon successful completion of the final test).
- 7.6.21 The Contractor shall be responsible for the instructor material and tools (instructor's guidebook, laptop, portable projector etc.).
- 7.6.22 The Contractor shall be fully responsible for the quality, content, completeness and correctness of the training material and shall implement the modifications, corrections and improvements required by the Purchaser to achieve acceptance and deliver the training accordingly.
- 7.6.23 The training and training material shall be delivered in simplified English language and the instructor shall be fluent in English or proficient and certified in English language (STANAG 6001 level 4333 at least – reference 3.2.5).
- 7.6.24 Any training session/course shall be delivered by an instructor with a minimum of two (2) years' experience of the product/system/capability involved.
- 7.6.25 The Contractor shall deliver and complete (achieving full purchaser acceptance) all the training sessions by the end of the Tier-3 Implementation Phase.
- 7.6.26 The level 1/2 (Maintenance and Support) and the support Level 3 (Administrator) training sessions shall not be run in parallel.
- 7.6.27 At training start, the Contractor shall make available the draft version of the IETPs to be used as integral part of the training material and data during each session.

7.7 Packaging, Handling, Storage and Transportation (PHST)

- 7.7.1 The Contractor shall be fully responsible for the Packaging, Handling, Storage and Transportation of the equipment to the destination sites or up to Tempest Testing Facility, if applicable, except for PFEs for which the Purchaser will be responsible.
- 7.7.2 The Contractor shall define the best method for the Packaging, fulfilling as a minimum the requirements of STANAG 4280 "NATO Levels of Packaging", NATO packaging level 4 (reference 3.2.2).
- 7.7.3 The Contractor shall ship all required supplies to the specified site or alternatively to the Tempest Testing facility as per the Schedule.
- 7.7.4 The Contractor shall be fully responsible for the decision and the selection of the proper packaging and marking means (reference 3.2.2, 3.2.3).
- 7.7.5 The Contractor shall be fully responsible for transportation means (air, sea, land), making proper considerations about and including (but not limited to) vibrations, shocks, management of Electrostatic Discharge (ESD) sensitive devices, altitude/pressure, temperature and humidity limits not to be exceeded during the PHST activities.
- 7.7.6 The Contractor shall unpack and install the supplies in Purchaser provided facilities.
- 7.7.7 The Contractor shall be responsible for any malfunction/failure of the equipment within the scope of the TO SoW, at the delivery destination (e.g., site/location or Tempest testing facility) assessed at incoming inspection, inventory or testing level.
- 7.7.8 In such circumstances, the Contractor shall immediately notify the provider of the defect and the estimated time to correct the defect.
- 7.7.9 Within ten (10) working days, the Contractor shall follow up the initial notification with a confirmed time to correct the defect.
- 7.7.10 PHST costs including insurances, security, Customs duties (if any), manufacturing/adaptations and/or purchase of commercial or special boxes/packages/containers for PHST activities (e.g. including interfaces for pulling, lifting, handling etc.) and the rent/purchase/lease/use of any tool and facility (crane, forklift, box, container, storage area etc.) including Safety arrangements, aids and instructions for Contractor personnel, shall be under the sole responsibility and cost of the contractor.
- 7.7.11 The Contractor shall coordinate with the Purchaser and with the local authorities the access to the sites and the proper Safety and Security procedures to be put in place for the PHST activities, for installation, integration and testing (if applicable).

7.7.12 302 Forms

- 7.7.12.1 Although the Contractor is not expected to purchase and deliver any material to the destinations sites, should this become necessary the Contractor shall be responsible for the timely request of Customs Forms 302 which are required for duty free import/export of supplies between certain countries. Following receipt of the request by the Purchaser, normally a maximum of three (3) working days are required for the issue of the form.
- 7.7.12.2 These forms shall be originals and can therefore not be faxed but have to be mailed or sent by mail/express courier.
- 7.7.12.3 In case that an express courier has to be used to ensure that the form is available in time before shipment, the Contractor shall create an account with a Contractor's

designated freight forwarder (e.g. DHL, FEDEX) that the Purchaser can use for this purpose. The purchaser will provide a template detailing the required information for completion of the forms and the Purchaser's PoC to address the requests.

- 7.7.12.4 If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall pay these customs duties and the Purchaser will reimburse the Contractor at actual cost against presentation of pertaining documents. Should such an event occur, the Contractor shall immediately inform the Purchaser by the fastest means available and before paying, obtain from the Customs officer a written statement establishing that his Country refuses to accept the Form 302.
- 7.7.12.5 Forwarding agents shall be informed of the availability of Form 302 and how this form is utilised to avoid the payment of customs duties.
- 7.7.12.6 This Form 302 shall be added to the shipping documents to be provided to the carrier.

7.7.13 Physical Labelling

- 7.7.13.1 The Purchaser will provide labels with the NATO coding schema compliant with STANAG 4329 and AAP-44, which the Contractor shall attach to the equipment immediately after the equipment has completed the tests and is ready to be SiAT-ed.
- 7.7.13.2 The Purchaser will provide the labels for the system, subsystems, units, assemblies and MRIs/MSIs matching the system breakdown that the Contractor shall generate in accordance with the requirements in SECTION 9.
- 7.7.13.3 The Purchaser will also provide label for non-volatile storage media devices (e.g. hard disk drives, solid-state drives, M.2 drives, compact flash memory cards, microSD cards, multimedia cards), which the Contractor shall attach – directly on the device or, where the label is incompatible with the physical properties of the device, on its proximity – before their first installation on NATO environment.

7.7.14 Software Delivery

- 7.7.14.1 The Contractor shall provide a detailed Software Distribution List (SWDL), which details comprehensively all CSCIs and associated software, firmware or feature/performance licenses provided/ installed/ integrated/ tested under this Contract (including PFEs).
- 7.7.14.2 The SWDL shall include, the following data/elements:
- Computer SW Configuration Item (CSCI) identification number
 - Nomenclature
 - Version number
 - OEM/Vendor Product Identification number
 - OEM/Vendor Identifier
 - External POC
 - License key (if applicable)
 - License renewal date (if applicable)
 - Warranty expiration date

- Date of distribution
- Distribution location (geographically)
- Distribution target (server)
- Hosting Platform (e.g. O/S, version etc.) of the SW/HW under license
- License Expiry date (next)
- Renewal periodicity (e.g. 3m, 6m, 1y etc.)
- License media (e.g. HW Key, Dongle, SW key, simple key etc.)
- EOL/EOS (End of Life/End of Support)
- Alternative version (if any)
- Minimum Order Quantity (MOQ) for renewal (if different from Qty=1)
- Price per licence (and eventually discounts by quantity).

7.7.14.3 The Contractor shall make sure that all licenses are registered with the NCI Agency NCSC Service Desk as end-user (if not yet done by the Purchaser).

7.7.14.4 The SWDL shall be delivered, as part of each site's inventory list, SiAT.

7.7.15 Packing Lists

7.7.15.1 The Contractor shall establish the packing lists in such a way as to permit easy identification of the items to be delivered to destinations.

7.7.15.2 These packing lists shall accompany any shipment for which the Contractor is responsible (if any).

7.7.15.3 Each individual container/box from a consignment shall have one packing list in weather-proof envelope affixed to the outside of each container/box which indicates exactly what is contained inside.

7.7.15.4 One copy of the packing list shall also be put inside each container/box.

7.7.15.5 All deliveries shall be notified by the Contractor through the issuance of a Notice of Shipment to the Purchaser's PoC, at least ten (10) working days in advance of each delivery.

7.7.15.6 The Contractor shall await for the confirmation from the Purchaser of the availability of the destination site before shipment of the equipment takes place.

7.7.15.7 The Notice of Shipment shall be accompanied by a packing list.

7.7.15.8 The Packing list shall include the following data:

- the Purchaser's Contract Number
- the NCI Agency project number
- names and addresses of the Contractor and the Purchaser
- names and addresses of the Carrier, Consignor and Consignee (if different from Contractor or Purchaser)
- final destination address and POC
- method of shipment
- for each item shipped:
- Schedule number as per the SSS (Scope of Supply and Services)
- nomenclature

- part number
- NCAGE (coherent with the part number)
- serial number (if applicable)
- quantity
- for each box, pallet and container:
 - box/pallet/container/crate/transit case etc. identification number
 - Number of boxes/pallets/containers/crates/transit cases etc.
 - Weight (metric)
 - dimensions (metric)

7.7.15.9 Each individual box/pallet/container etc. shall have one packing list in weather-proof envelope affixed to the outside of each box/pallet/container etc. which indicates exactly what is contained inside.

7.7.15.10 One copy of the same packing list shall also be put inside each box/ pallet/ container or package.

7.7.16 Notice of Shipment

7.7.16.1 Ten (10) working days before each shipment of supplies, the Contractor shall provide the Purchaser with a Notice of Shipment comprising the following details:

- Shipment Date
- Purchaser Contract Number
- Schedule number
- Consignor's and Consignee's name and address
- Number of Packages/Containers
- Gross weight
- Final/Partial Shipment
- Mode of Shipment (e.g. road...)
- Number of 302 Forms used

7.7.16.2 The Contractor shall ship all required equipment and installation or testing tools to the locations designated by the Purchaser.

7.7.16.3 The Contractor shall be responsible for resolving any loss incurred in shipping under its responsibility.

7.7.17 Shipments

7.7.17.1 The Contractor shall make all shipments DDP (Delivery Duty Paid) in accordance with INCOTERMs 2020.

7.8 Warranty

7.8.1 The activities described in this section shall start immediately after the SiAT of the site is granted. SiAT is granted after all the installations/integration and testing activities are completed and accepted, including (but not limited to) spares provision (if included within the scope of the TO SoW), trainings completion and requested documentation delivered and accepted.



- 7.8.2 At SiAT, the Purchaser will take title of the equipment and will perform the operation, maintenance and support activities defined in the maintenance concept (paragraph 7.2).
- 7.8.3 The warranty period shall start at site's SiAT and shall complete after 12 months from SiAT, except for extensions due to the Contractor(s)' induced delays.
- 7.8.4 All materials required to keep the site operational will be under the responsibility of the Contractor until the end of warranty, excluding the material directly provided by the Purchaser for the execution of the work defined in this SOW that shall be under Purchaser's responsibility.
- 7.8.5 The warranty shall cover the installation and integration activities, workmanship, adaptations, changes, analyses, documentation, software, firmware, licenses and the equipment specifically provided by the Contractor for the purposes of the relevant TO and shall exclude all other equipment provided as PFE.
- 7.8.6 In the warranty period, the Purchaser will inform the Contractor of any defect on the services (labour, activities) delivered by the Contractor in the scope of the TO SoW through the issuance of Warranty Claims that the Contractor shall take in charge and solve in accordance with the given timelines.
- 7.8.7 The Contractor shall issue the entire set of warranty claims raised in each quarter from start of warranty in the form of Warranty claims report; the report will be analysed by the Purchaser to assess the performance of the contractor in the warranty phase and will be discussed by both parties during the Project Review Meetings for acceptance or rejection of the relevant warranty milestone.
- 7.8.8 The Contractor shall warrant that all installation/ Integration/ testing works performed under the corresponding TO and the relevant documentation/data conform to the requirements and are free of any defect during the warranty period.
- 7.8.9 Before SiAT and prior to warranty start, the activities, equipment, artefacts (including COTS HW/SW) and documentation shall remain under full responsibility of the Contractor and shall be delivered to NCI Agency, free of major⁴ deficiencies.
- 7.8.10 The Contractor shall manage and correct all major deficiencies as formal class I changes in accordance with AI 16.32.02 and the requirements defined in SECTION 9, starting from the Purchaser's approval of the first Contractor's issued PBL.
- 7.8.11 The Contractor shall manage and correct all minor deficiencies as formal class II changes in accordance with AI 16.32.02 and the requirements defined in SECTION 9, starting from the Purchaser's approval of the first Contractor's issued PBL.
- 7.8.12 The Contractor shall warrant that all equipment and software Installed/ Integrated/ Tested under the TO SoW are genuine and free of any malicious components, firmware and software to ensure overall security of the delivered NCSC-CORE-Tier-3 Enclave and its supply chain.

⁴ [Definition] Major deficiencies are any malfunction, error, anomaly, deviation etc. preventing the System(s), workmanship and documentation to meet the original contract performance, safety, security and interoperability requirements, including RAMT KPIs and Services Levels. Minor deficiencies are all deviations not classified as major.



- 7.8.13 If the documentation does not reflect the product, the Contractor shall provide the updated documentation within ten (10) working days upon Purchaser's request.
- 7.8.14 In case of failures of PFE items due to the execution of the corresponding TO or failures of Contractor delivered items, the Contractor shall repair/replace the faulty items, at its own expenses and under its responsibility, with the highest priority allocated and shall be responsible to return the item to the destination site.
- 7.8.15 If the delivered NCSC-CORE-Tier-3 Enclave is unserviceable for a period of time, during the implementation of the corresponding TO, due to Contractor induced failures/delays, the warranty period shall be extended accordingly for the site and for the amount of time the delivered NCSC-CORE-Tier-3 Enclave has been unserviceable without any cost to be incurred by the Purchaser.
- 7.8.16 If the Contractor becomes aware at any time before SiAT and during warranty that a defect exists in any supplies or services or documentation, the Contractor shall promptly correct the defect.
- 7.8.17 All the SW and FW changes (in addition to the HW ones) shall follow the mandatory configuration management standards, processes and procedures required in SECTION 9.
- 7.8.18 The Contractor shall provide Technical Assistance to the Purchaser or his representatives until the end of the warranty.
- 7.8.19 Technical assistance information details shall be provided at Design Phase.
- 7.8.20 Technical Assistance shall be provided from assistance centers located strictly within NATO countries boundaries and by staff who are nationalised citizens of NATO member nations.
- 7.8.21 The Technical Assistance shall provide support in English for requests that correspond to information demands limited to the perimeter of delivered products, evolution proposals, problem reports, or any information needed by the Purchaser or its representatives, which are not included in the supplied technical documentation.
- 7.8.22 All activities and issues during the warranty period shall be reported in the PRM minutes and Action Items List (AIL) for tracking and closure purposes.

SECTION 8. QUALITY ASSURANCE AND CONTROL

8.1 Definitions

- 8.1.1 AQAP (reference 3.2.1), ISO 9000:2015 (reference 3.6.1), Prince2 and ITIL definitions apply unless specified otherwise in this document.
- 8.1.2 Quality Assurance (QA) is a process and set of procedures intended to ensure that a product or service, during its definition, design, development, test and deployment phases will meet specified requirements.
- 8.1.3 Quality Control (QC) is a process and set of procedures intended to ensure that a manufactured product or performed service adheres to a defined set of quality criteria and meets the requirements of the customer.
- 8.1.4 Under the Contract, the terms "QA process" will also include Quality Control process.
- 8.1.5 A "Project document" is a document developed and maintained to help in the management of the project. Typically the plans (amongst which, the Quality Assurance Plan (QAP)) are project documents.
- 8.1.6 The term "NATO Quality Assurance Representative" (NQAR) shall apply to any of the Purchaser appointed Quality Assurance Representative.
- 8.1.7 The term "Contractor Quality Assurance Representative" (CQAR) shall apply to any of the Contractor appointed Quality Assurance Representative.

8.2 Introduction

- 8.2.1 The Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) programme throughout the Contract's lifetime.
- 8.2.2 The QA programme shall apply both the contractual requirements and the NATO requirements for quality identified by AQAP 2110, AQAP 2210 and AQAP 2310 and AQAP 2105 (reference 3.2.1), to provide confidence on the Contractor's capability to deliver products that conforms to the Contractual requirements. If any inconsistency exist between the SOW requirements and the references, the SoW requirements shall prevail.
- 8.2.3 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 hardware, software, firmware and documentation being developed, designed, acquired, integrated, maintained, or used under the Contract (including deliverable and non-deliverable items like test and support hardware and software), without limitation.
- 8.2.4 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.

8.3 Roles and Responsibilities

- 8.3.1 During the entire contract implementation, the NQAR assures the Contractor's and Sub-Contractor's compliance with all Quality related contractual requirements. The Purchaser, through its NQAR, is the authority concerning all Quality related matters
- 8.3.2 The Contractor shall be responsible for assurance and control of quality for all deliverables and associated Contractual products, processes and services through the life-cycle of the Contract.
- 8.3.3 The CQAR shall be accountable for the provision of the QA Plan and the compliance to the defined QA process.
- 8.3.4 The CQAR shall define the major quality checkpoints that shall be implemented while executing the project and the quality process to be used at each checkpoint.
- 8.3.5 The CQAR shall establish and maintain the project quality register that lists all planned and performed quality checks on Contractor deliverables.
- 8.3.6 The CQAR shall be responsible for assessing that the Contractual requirements have been complied with, prior to proposing the Contractual services and products.
- 8.3.7 The CQAR shall report to a distinct manager within the Contractor's organisation at a level equivalent to or higher than the Project Manager.
- 8.3.8 The CQAR shall be the point of contact for interface with and resolution of quality matters raised by the NCI Agency or their delegated NQAR.
- 8.3.9 The Contractor shall support any NCI Agency or their 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 CQAR shall:
- Make themselves available to answer questions and provide information related to the project;
 - Allow the NQAR to inspect and monitor testing activities, as well as management, technical and quality processes applicable to the project;
 - Transfer to the NQAR all information deemed necessary to perform the QA activities, on their own initiative or on request by the NQAR.
- 8.3.10 The Contractor shall ensure that CQAR has the required qualifications, knowledge, skills, ability, practical experience and training for performing their tasks.
- 8.3.11 The CQAR shall have sufficient responsibility, resources, authority and independence to review and evaluate activities, identify problems and initiate or recommend appropriate corrective actions.
- 8.3.12 The CQAR shall participate in the early planning and development stages to ensure that all quality related requirements are specified in plans, standards, specifications and documentation.
- 8.3.13 After establishment of attributes, controls and procedures, the CQAR shall ensure that all elements of the QA Process are properly executed, including inspections, tests, analysis, reviews and audits.
- 8.3.14 The Contractor, through its CQAR, shall be responsible for product quality control and for submitting to Purchaser acceptance products, supplies and services which conform to contractual requirements only.

- 8.3.15 The Contractor shall maintain and, when required, deliver objective evidence of this conformance.
- 8.3.16 The Contractor shall give written notice to the NQAR at least four (4) weeks in advance that the services and/or products are being presented for review, testing, verification, validation and acceptance.
- 8.3.17 Testing shall only be permitted by using test procedures and plans approved by the Purchaser.

8.4 Quality Management System (QMS)

- 8.4.1 The Contractor shall establish, document and maintain a Quality Management System in accordance with the requirements of ISO 9001:2015 (reference 3.6.1).
- 8.4.2 The Contractor's and Sub-Contractor's QMS relevant to performance under the Contract shall be subject to continuous review and surveillance by the cognizant NQAR.
- 8.4.3 The Contractor shall include in orders placed with his Sub-Contractor(s) and Supplier(s), the QMS requirements necessary to ensure the supplies and services covered by the Sub-contract(s) and/or Purchase Orders conform to the requirements of the prime contract.
- 8.4.4 The Contractor shall specify in each order placed with his sub-Contractor(s) and Supplier(s), the Purchaser's and his NQAR rights of access to all premises where contractual work is performed, in order to carry out audits, inspections, tests and other functions as may be required by the NQAR.
- 8.4.5 If sub-contracted quality resources are used, the Contractor's Quality Management process shall describe the controls and processes in place for monitoring the sub-Contractor's work against agreed timelines and levels of quality.

8.5 Quality Assurance Process

- 8.5.1 The Contractor's QA process shall ensure that procedures are developed, implemented and maintained to adequately control the development, design, production, testing and configuration of all deliverables.
- 8.5.2 The requirements for these processes shall be derived from the CSSF IDIQ Contract, the TO Contract, the QMS, the applicable AQAPs and referenced best practices, in that sequence of priority.
- 8.5.3 The Contractor shall prepare, perform and document Requirements Review and Design Review according to the contractual requirements and IEEE 15288.2:2014 (reference 3.6.3).
- 8.5.4 The Contractor shall prepare the testing process according to the contractual requirements and ISO/IEC/IEEE 29119 (references 3.6.5 to 3.6.8).
- 8.5.5 The Contractor shall prepare the test documentation in accordance to the contractual requirements and ISO/IEC/IEEE-29119-3 (reference 3.6.7).
- 8.5.6 The Contractor shall perform verification and validation of the Contractual deliverables before proposing them for the Purchaser review and approval.
- 8.5.7 The Contractor's QA process shall be described in the QA Plan as outlined below. The process is subject to approval by the Purchaser.

- 8.5.8 The Contractor shall demonstrate, with the Quality Assurance process, that the processes set up for design, develop, test, produce and maintain the product will assure the product will meet all the requirements.
- 8.5.9 The Contractor shall assure that all the test and procedure used to demonstrate the requirements will be monitored and controlled under the QA process.
- 8.5.10 On request, the Contractor shall provide the Purchaser with a copy of any subcontracts or orders for products related to the contract.
- 8.5.11 The Contractor shall notify Purchaser if a subcontract or order has been identified as constituting or involving risk. It shall be documented in accordance to chapter 6.7.
- 8.5.12 The Contractor shall periodically review the QA process and audit it for adequacy, compliance and effectiveness, and report any changes to the Purchaser NQAR.
- 8.5.13 The Contractor shall ensure that all contractual requirements, including NATO supplements, are included in internal audits.

8.6 The Quality Assurance Plan (QAP)

- 8.6.1 The Contractor shall provide a Quality Assurance Plan (QAP) for review to the Purchaser in accordance with the requirements identified by AQAP-2015 (reference 3.2.1) and the TO SoW requirements.
- 8.6.2 The Contractor's QAP shall be compatible and consistent with all other plans, specifications, documents and schedules, which are utilised under the Contract.
- 8.6.3 All Contractor procedures referenced in the QA Plan shall either be submitted with the plan, or described in the plan and made available for review by the Purchaser upon demand.
- 8.6.4 The QA Plan and all related QA procedures, and all their versions/revisions, shall be subject to NQAR approval based on an agreed checklist.
- 8.6.5 The acceptance of the QAP by the Purchaser only means 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.
- 8.6.6 The Contractor shall review his QA programme periodically and audit it for adequacy, compliance and effectiveness.
- 8.6.7 The Contractor shall ensure that all contractual requirements, including NATO supplements, are included in internal audits.
- 8.6.8 The Contractor shall inform the NQAR of deficiencies identified during internal audit unless otherwise agreed between the NQAR and/or the Purchaser and the Contractor.
- 8.6.9 The Contractor shall include a risk management section within the QAP including the risks connected to the sub-contractors of the Contractor.
- 8.6.10 The Contractor shall make his quality records, and those of his subcontractors, available for evaluation by the NQAR throughout the duration of the Contract.
- 8.6.11 The Contractor shall update the document, as required, from the delivery date of the initial QAP through the period of the TO execution, under Configuration control. The



Contractor shall provide a copy of each new version of the QAP to the Purchaser for review and approval.

8.7 Quality for Project Documents

- 8.7.1 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.
- 8.7.2 Project documents shall be configuration controlled. Each version of a project document is subject to Purchaser approval (unless specified otherwise in the TO SOW).
- 8.7.3 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.
- 8.7.4 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 marked in the document content and/or attributes.

8.8 Risks

- 8.8.1 The Contractor and Sub-contractor shall provide objective evidence, that risks are considered during planning, including but not limited to Risk Identification, Risk analysis, Risk Control and Risk Mitigation.
- 8.8.2 The Contractor shall start planning with risk identification during contract review and updated thereafter in a timely manner. The Purchaser reserve the right to reject QPs, Risk Plans and their revisions.

8.9 Deficiencies

- 8.9.1 The Contractor shall establish and implement a quality/product assurance issue tracking system (ITS) to ensure prompt tracking, documentation and correction of problems and deficiencies, during the life cycle of the contract.
- 8.9.2 The ITS shall implement a life cycle (status, as well as responsibilities, relationship to affected contract requirements, if applicable, and due dates for each recorded deficiency).
- 8.9.3 If the Contractor becomes aware at any time before acceptance by the Purchaser that a deficiency exists in any supplies, the Contractor shall log it in the ITS, coordinate with the Purchaser and promptly correct it.
- 8.9.4 The Contractor shall demonstrate that all deficiencies are solved / closed before product acceptance.
- 8.9.5 When the Contractor establishes that a subcontractor or a Purchaser Furnished Equipment (PFE) product is unsuitable for its intended use, he shall immediately report to and coordinate with the Purchaser the remedial actions to be taken.
- 8.9.6 The Contractor shall ensure that only acceptable products, intended for delivery, are released. The Purchaser reserve the right to reject non-conforming products.



8.10 Support Tools

- 8.10.1 The Contractor shall make all support tools available for demonstration to the NQAR, upon request.
- 8.10.2 The Contractor shall also make available to the Purchaser for review upon request, associated records and documentation, including but not limited to, control, authorization for use, calibration, validation, qualification, as applicable, per respective contract requirement.

8.11 Certificates of Conformity

- 8.11.1 A Certificate of Conformity (CoC) is a document, signed by the Supplier / Vendor of a product, stating that the product conforms to contractual requirements and regulations. A Certificate of Conformity template is available in AQAP-2070 (reference 3.2.1).
- 8.11.2 The CoC, provides an evidence that the items produced or shipped comply with test procedures and quality specifications prescribed by the customer.
- 8.11.3 The Contractor is accountable for the conformance to requirements, of products provided to the Purchaser.
- 8.11.4 The Contractor shall deliver all the CoC's for Commercial-off-the-Shelf (COTS) products (software (including firmware) and hardware) released by the COTS Vendors.
- 8.11.5 The CoC's delivered by the Contractor shall be part of the acceptance data package of the product.
- 8.11.6 The Contractor shall provide a CoC at release of product to the Purchaser unless otherwise instructed.

SECTION 9. CONFIGURATION MANAGEMENT

9.1 Configuration Management General Requirements

- 9.1.1 The Contractor shall establish and maintain CM policies, processes and practices in conformance with STANAG 4427 Ed. 3 (reference 3.2.4, underpinned in ACMPs ACMP-2000, ACMP- 2009, ACMP-2100) and ISO 10007:2017 (reference 3.6.2).
- 9.1.2 The Contractor shall implement the CM activities for any hardware, software and firmware delivered, integrated, tested and/or customised and document provided, used or defined in the frame of this project.
- 9.1.3 The Contractor shall fully integrate the COTS elements-data in order to implement a unique CM framework.

9.2 Configuration Management Responsibility

- 9.2.1 Responsibilities and authorities
 - 9.2.1.1 The Purchaser will retain all responsibilities and authorities on configuration decisions that impact the capability requirements.
 - 9.2.1.2 The Purchaser will retain all responsibilities and authorities on configuration decisions that impact the functional requirements, and any changes to them.
- 9.2.2 Dispositioning Authority
 - 9.2.2.1 The Purchaser will reserve the right to disapprove the Contractor's CM Plan when it fails to meet requirements.

9.3 Configuration Management Process

- 9.3.1 Configuration Management Planning
 - 9.3.1.1 The Contractor shall provide a Configuration Management Plan (CMP) as part of the PIP in accordance with the requirements set in the ACMP-2009-SRD-40.1 ref. # 4.3.C.
 - 9.3.1.2 The CMP shall be delivered to the Purchaser for approval as per Table 1 Project Delivery Matrix CDRL.
 - 9.3.1.3 The CMP, when approved, shall serve as a working document to plan, guide, and measure the CM process.
 - 9.3.1.4 CM shall be implemented in accordance with the approved CMP.
- 9.3.2 Configuration Identification
 - 9.3.2.1 The Contractor shall recommend a structured list of potential CI(s) to the Purchaser, using the selection criteria specified in 9.3.2.3.
 - 9.3.2.2 The final selection of CI will be made by the Purchaser.
 - 9.3.2.3 Criteria for selection of CI shall include, but not be limited to:
 - a. Safety of personnel and/or equipment;
 - b. Criticality, complexity, and state-of-the-art, high cost items;
 - c. Critical performance or operational effectiveness;
 - d. Functionality and performance;

- e. Interface with other systems, government or sub-contractor furnished items, NATO standard items and support equipment;
 - f. Integrated logistic support;
 - g. Applications that effect a delivered product;
 - h. Reliability and maintainability;
 - i. Organization, management and responsibility considerations;
 - j. Second sourcing; and
 - k. Susceptibility to change.
- 9.3.2.4 The Contractor's identification numbering system shall be used to assign a unique identifier to each CI and its associated documentation.
- 9.3.2.5 Configuration Identification shall identify the documents that establish each baseline.
- 9.3.2.6 The identification process shall continue as long as the system is undergoing change.
- 9.3.2.7 The Contractor shall assign nomenclature in accordance with the approved Contractor's CMP (see 9.3.1.1).
- 9.3.2.8 For each CI, the Contractor shall develop and maintain configuration identification documentation.
- 9.3.2.9 The Contractor shall document the functional and physical characteristics of all selected CI.
- 9.3.2.10 The Contractor shall establish the Functional Baseline (FBL) of each CI.
- 9.3.2.11 The FBL functional configuration documentation shall be in the form of a system specification(s) plus other applicable documentation.
- 9.3.2.12 The FBL functional configuration documentation shall also identify the documentation for selected items that are to be integrated or interfaced with the CI such as items separately developed or currently in the inventory.
- 9.3.2.13 FBL functional configuration documentation shall include but are not limited to:
- a. All necessary functional characteristics;
 - b. Test requirements;
 - c. The necessary interface characteristics with associated items;
 - d. Key lower level CI, if any; and
 - e. Design constraints.
- 9.3.2.14 The Contractor shall establish the Allocated Baseline (ABL) for each CI.
- 9.3.2.15 The Contractor shall establish the Product Baseline (PBL) for each CI.
- 9.3.2.16 The Contractor shall prepare the documentation required for each baseline in accordance with 'AI 16.32.04 – ABL Template' (ref. 3.5.16), 'AI 16.32.05 – PBL Template' (ref. 3.5.17), and requirements specified in this SOW.
- 9.3.2.17 Each succeeding level of configuration documentation from the FBL to the ABL to the PBL shall be traceable to, and be a detailed extension of, its predecessor(s).



- 9.3.2.18 The Contractor shall propose for Purchaser approval, as a part of the configuration identification process, the Product Structure, the CI's, the required baselines, the interfaces, and the associated identification/numbering schemes.
- 9.3.2.19 The Product Structure shall be in the form of a top-down hierarchical breakdown – i.e. the Product Breakdown – on which each node/leaf is clearly defined and identified, following the guidelines from the Purchaser, provided at the TO execution, and consisting of:
- a. Configuration Item (CI);
 - b. Hardware Configuration Item (HWCI);
 - c. Computer Software Configuration item (CSCI);
 - d. Hardware Parts (HWP); or
 - e. Computer Software Component (CSC).
- 9.3.2.20 The Contractor shall incorporate under a unique Product Breakdown, all the information relevant to the OEMs/COTS hardware, software and firmware used and integrated in the System.
- 9.3.3 Change Control
- 9.3.3.1 The Contractor shall prepare and process Class I and Class II Engineering Change Proposals (ECP) for engineering, design, development changes, and shall classify and submit them to the Purchaser.
- 9.3.3.2 The Contractor shall prepare and process ECP in accordance with 'AI 16.32.02 – Preparation of ECP forms' (ref 3.5.18).
- 9.3.3.3 The Contractor shall prepare and process Request for Concessions (RFC) for permission to use or release a product that has nonconforming characteristics within specified limits for an agreed time or quantity of that product – it should be noted that some organizations use terms such as “waivers” or “deviations” instead of “concession”.
- 9.3.3.4 Concessions shall not affect the configuration baseline.
- 9.3.3.5 The Contractor shall prepare and process RFC in accordance with 'AI 16.32.03 – Preparation of RFC forms' (ref. 3.5.19).
- 9.3.3.6 The Contractor shall use Purchaser 'AI 16.32.02 Annex A – ECP Form' for ECP.
- 9.3.3.7 The Contractor shall use Purchaser 'AI 16.32.03 Annex A – RFC Form' for RFC.
- 9.3.3.8 If the Contractor determines, prior to deployment of an item, that it is impossible to satisfy the mandatory requirements of the specification or drawings, the Contractor shall prepare and submit a RFC/Deviation to the Purchaser.
- 9.3.3.9 If the Contractor determines, either during or after deployment of an item, that the item does not meet specified requirements, but nevertheless believes that the item is suitable for use "as is" or after rework by an approved method, the Contractor shall prepare and submit an RFC/Waiver to the Purchaser.
- 9.3.4 Configuration Status Accounting
- 9.3.4.1 The Contractor shall be responsible to acquire, deliver and provide access to the configuration information necessary to operate, maintain and support the procured solution



- 9.3.4.2 The Contractor, at the commencement of the project, shall propose a Configuration Status Accounting (CSA) system for the project that satisfies the Purchaser and meets all contractual requirements.
- 9.3.4.3 The Contractor shall ensure that all configuration documentation is incorporated into the CSA information system.
- 9.3.4.4 The Contractor's CSA system shall be capable of, but not be limited to, providing the following reports:
- a. An historical list of (sub-) contracts which will include information on the contact number, contractor's name and NCAGE and contract purpose;
 - b. A list of configuration documents for a CI;
 - c. A list of all ECP, RFC against a CI;
 - d. An historical list of all changes including information on the change status and implementation status (e.g. progress);
 - e. A list of all outstanding, programmed or planned audits;
 - f. A list of all outstanding actions, corrective and otherwise, as a result of an audit against a CI;
 - g. A list of CI which have been subject to an audit with the date of the audit, the result of the audit and the status of the audit; and
 - h. A breakdown list of the top level CI and all lower level CI.
- 9.3.5 Configuration Audit
- 9.3.5.1 The Contractor shall be responsible for conducting the Functional Configuration Audits (FCA).
- 9.3.5.2 The Contractor shall conduct the FCA for the CI in accordance with the FCA checklist provided by the Purchaser.
- 9.3.5.3 The Contractor shall be responsible for conducting the Physical Configuration Audits (PCA).
- 9.3.5.4 The Contractor shall conduct the PCA for the CI in accordance with the PCA checklist provided by the Purchaser.
- 9.3.5.5 The Contractor shall ensure that differences between the actual configuration of the CI being audited and the configuration described in the CI configuration documentation shall be a matter of record in the minutes of the PCA.
- 9.3.6 General Audit Requirements
- 9.3.6.1 The Contractor shall perform the audit(s) as scheduled in the CMP.
- 9.3.6.2 The Contractor shall be responsible for establishing the time, place and agenda for each audit in accordance with the master milestone schedule, subject to coordination with the Purchaser.
- 9.3.6.3 This shall be accomplished sufficiently in advance of each audit to allow adequate preparation for the meeting by the Contractor, any Sub-Contractors, and the Purchaser or designated representative.
- 9.3.7 Post Audit Requirements
- 9.3.7.1 After completion of the audit(s), the Contractor shall publish and distribute copies of audit minutes.



- 9.3.7.2 The Purchaser will officially acknowledge completion of the audit as indicated in 9.3.7.4 c.
- 9.3.7.3 The Contractor shall prepare and submit to the Purchaser for approval, audit report(s) complete with evidence of the closure of outstanding action items, in a format agreed to by the Purchaser.
- 9.3.7.4 The Purchaser will:
- a. Provide the name, organization and security clearance of each participating individual to the Contractor prior to each audit;
 - b. Review the minutes and ensure that the minutes reflect all significant Purchaser inputs; and
 - c. Provide formal acknowledgement to the Contractor of the accomplishment of each audit after receipt of the audit minutes. The Purchaser establish the adequacy of the Contractor's audit performance by notification of:
 - i. Approval – to indicate that the audit was satisfactorily completed;
 - ii. Contingent Approval – to indicate that the audit is not considered accomplished because some action items still remain outstanding (costs incurred for the resolution of all outstanding action items are the Supplier's responsibility), or
 - iii. Disapproval – to indicate that the audit was seriously inadequate.
- 9.3.8 Internal CM Process Verification
- 9.3.8.1 The Contractor shall plan Configuration process audits to assure an efficiently tailored CM system is implemented and that the configuration baselines have been set at the appropriate time in the contract.
- 9.3.8.2 The Contractor shall perform the configuration management process audits, in accordance with approved CMP, and the guidelines of ISO 19011:2002, Guidelines for quality and/or environmental management system auditing or using the principles of SAE/EIA-649B.
- 9.3.8.3 The Contractor shall capture configuration process audit planning, results, and action closures as part of the CM activities and information and make this available to the Purchaser.
- 9.3.8.4 The Purchaser reserves the right to conduct his own process audits of the Contractor, if the approved CMP is not matched by process execution results and presents added risk to the contract.

SECTION 10. PERSONNEL SECURITY REQUIREMENTS

- 10.1 The Contractor shall contact the responsible Point of Contact (PoC) indicated in the TO SOW to coordinate access to the site.
- 10.2 A valid NATO Secret security clearance shall be maintained by the Contractor's personnel during the Period of Performance. Cosmic Top Secret (CTS) clearance may be requested occasionally in the TO SoW.
- 10.3 The following information must be provided to be allowed access to the site:
 - 10.3.1 Name (Last, First);
 - 10.3.2 Identity Card/ Passport Number;
 - 10.3.3 Nationality;
 - 10.3.4 Security Clearance Number with Validity Period;
 - 10.3.5 Place and Date of Birth;
 - 10.3.6 For car: mark and license plate.
- 10.4 No claim will be accepted from the Contractor due to the fact that any of its personnel were refused access to the sites because of non-provision of information detailed in section 10.3 above.
- 10.5 The Purchaser will provide base access passes for the Contractor's resources once the required security information from the Contractor has been provided.
- 10.6 The Purchaser will provide office space and ensure access to relevant computer networks and documentation to fulfil the on-site technical support as required in the TO SoW.



SECTION 11. IDIQ MANAGEMENT

11.1 Account Manager

- 11.1.1 The Contractor shall designate an IDIQ Manager (IM), who will direct and coordinate the activities of the Contractor.
- 11.1.2 The IM shall be the Contractor's primary contact for the Purchaser and shall coordinate the execution of this SOW.
- 11.1.3 The IM shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser's official points of contact as detailed in Clause 15.5 of the Contract Special Provisions.

11.2 Account Kick-Off Meeting

- 11.2.1 The Contractor shall arrange an Account Kick-Off Meeting no later than ten (10) working days after Effective Date of Contract (EDC), where the Contractor's and the Purchaser's teams meet, introduce themselves and review key elements of the IDIQ.

11.3 Annual IDIQ Review Meeting

- 11.3.1 The Contractor shall coordinate and hold IDIQ Review Meetings (IRM) with the Purchaser.
- 11.3.2 The IRMs shall be held at least once per year throughout the Contract period of performance.
- 11.3.3 The Contractor shall coordinate and hold IDIQ Review Meetings (IRM) with the Purchaser to review overall performance under the IDIQ and respective Task Orders. The IRM will also be an opportunity to discuss improvement suggestions for the IDIQ.
- 11.3.4 Additionally, the IRM shall review all support activities performed during the year, customer satisfaction, share information on releases, discuss obsolescence and proposed solutions.
- 11.3.5 Five (5) working days before each IRM, the Contractor shall provide an IDIQ Status Report (ISR) covering, as a minimum, the activities described in sections 4-9 of this CSSF IDIQ SoW and any TOs issued.
- 11.3.6 Problems shall be identified and discussed with the Purchaser points of contact promptly, and shall not be held until IRMs
- 11.3.7 The IRMs shall be conducted in one of the Purchaser's sites or the Contractor's site and the location shall be subject to the Purchaser's approval. By default, NCI Agency Mons shall be considered as the location to conduct IRMs.

SECTION 12. SAFETY REQUIREMENTS

12.1 General Safety Requirements

- 12.1.1 The contractor shall undertake all measures to comply and ensure compliance with respective Regulations for Industrial Safety applicable throughout this Contract.
- 12.1.2 When working at the purchaser's facilities, the contractor shall comply with all safety and security directives and procedures applicable to the site, contracted scope of work and premises in which the contractor will perform their duties.
- 12.1.3 The detailed procedures, instructions and guidance shall be obtained from the site commander/ the principal, the security manager and Health & Safety manager respectively at given site.
- 12.1.4 The contractor shall learn respective procedures.
- 12.1.5 The contractor shall confirm in writing that their understood the procedures.
- 12.1.6 The contractor shall confirm in writing commitment to comply with the procedures and apply them in practise.
- 12.1.7 The contractor shall provide personnel mentally and physically capable of undertaking their duties as stipulated in the subject contract.
- 12.1.8 The contractor is responsible for provision of Personal Protective Equipment (PPE) for its employees that meets respective territorial host nation standards, accordingly to the activities and scope of works stipulated in the subject contract.

Annex A CONTRACT DATA REQUIREMENTS LIST (CDRL)

- A.1 The Contract Data Requirements List (CDRL) contains the initial list of information deliverables that should be provided in accordance with the CSSF IDIQ SoW and the corresponding TOs.
- A.2 The CSSF IDIQ CDRL will contribute to ensure that the TO execution is properly administrated and the contractual, technical, and logistical requirements are met.
- A.3 The initial CDRL detailing the overarching list of information deliverables for the CSSF IDIQ SoW is provided in Table 1 Project Delivery Matrix CDRL.
- A.4 Table 1 Project Delivery Matrix CDRL shall be reviewed and updated as required at each TO execution, in order to establish the TO-specific CDRL delivery matrix.
- A.5 The CSSF IDIQ CDRL delivery matrix provides for each CDRL element:
- Paragraph number of the CDRL element;
 - Title of the CDRL element;
 - Delivery timeframes – For CDRL elements associated with:
 - Effective Date of Contract (EDC);
 - Kick-Off Meeting (KoM);
 - Requirements Analysis and Review (ReqRew);
 - Gate 2 – Site Survey Phase Acceptance (Gate 2 - Survey);
 - Gate 3 – Design Phase Acceptance (Gate 3 - Design);
 - Gate 4 – Pre-Stage Phase Acceptance (Gate 4 - Pre-Stage);
 - Gate 5 – Implementation Phase Acceptance (Gate 5 - Implem); and
 - Gate 6 – Service Update (Gate 6 - Service);
- The values indicate the number of calendar weeks before (negative) or after (positive) the event is due.
- For example, “-2w” under “Gate 3 Design” indicates the document is due 2 calendar weeks before Gate 3;
- Frequency of delivery for recurring CDRL elements;
 - Delivery Notes – Provides amplifying or addition information for CDRL element delivery.
- A.6 Unless specified otherwise in the TO SoW, the submittal date stated on the delivery timeframes of the CDRL delivery matrix is the required date of both the availability of the information deliverable in the Project Website and the Collaborative Working Environment (CWE), established in the TO, and the notification to the Purchaser of such delivery.
- A.7 Distribution to other recipients of the information deliverable shall be made on the same date.
- A.8 Delivery dates falling on non-working days (Saturday, Sunday, Purchaser legal holidays) shall be construed to mean the first calendar day following such non-working days.



- A.9 All reports and other information deliverable submittals within the scope of the TO SoW shall be prepared in the format(s) specified in this CSSF IDIQ SoW, if not specified differently in the corresponding TO SoW.
- A.10 Where not specified, deliveries may be made in Contractor format which shall be subject to Purchaser Approval.
- A.11 The Contractor shall provide information deliverables for the review at least four (4) weeks before the review date, unless specified differently in either this CSSF IDIQ SoW or the corresponding TO SoW.
- A.12 Unless stated otherwise in either this CSSF IDIQ SoW or the corresponding TO SoW, the Purchaser will by default provide comments in writing to the CDRL information deliverable within the two (2) calendar weeks following their formal release (i.e. the information deliverable being uploaded to the portal). Comments will be uploaded to the portal, either in-line on the actual document, or in tabular form in a separate document.
- A.13 The Contractor shall provide the Final version of the information deliverable, for approval, within two (2) weeks after the review, unless specified differently in either this CSSF IDIQ SoW or the corresponding TO SoW.
- A.14 Any deviation from the CDRL shall be coordinated with and requires approval by the Purchaser.



Table 1 Project Delivery Matrix CDRL

CDRL N.	SOW Ref.	Title	EDC	KoM	PRM	ReqRew	Gate 2 Survey	Gate 3 Design	Gate 4 Pre-stage	Gate 5 Implem	Gate 6 Service	Frequency	Delivery Note
010	4.2	Project Implementation Plan (PIP)		+2w									Living document to be kept up-to-date till end of TO warranty
020	4.2.4.1	Project Management Plan (PMP)		+2w									Section 3 of the PIP
030	4.3	Project Master Schedule (PMS)		-1w								Monthly	Managed as SharePoint form on the portal
050	4.6.1	Project Status Reports			-1w							Monthly	No later than the third working day of each month
070	4.7.5	Risk Log			-1w, 1w							Monthly	Managed as SharePoint form on the portal
080	4.8.3	Issue Log			-1w, 1w							Monthly	Managed as SharePoint form on the portal
100	4.8.4	Action Item List (AIL)			-1w, +1w							Monthly	Managed as SharePoint form on the portal
110	4.6.5	Project Review Meeting Minutes		+1w	+1w							Per meeting	Draft minutes at the PRM event
140	4.2.5	System Design, Integration and Implementation Plan		+2w									Section 4 of the PIP
150	4.2.6	Integrated Product Support Plan (IPSP)		+2w									Section 5 of the PIP
160	4.2.8	Configuration Management Plan (CMP)		+2w									Section 6 of the PIP
170	4.2.7	Quality Assurance Plan (QAP)		+2w									Section 7 of the PIP
180	4.2.10	Documentation Plan		+2w									Section 9 of the PIP
190	4.2.11	Training Plan (TRNP)		+2w									Section 10 of the PIP
200	4.2.9	Master Test Plan (MTP)		+2w									Section 8 of the PIP
	6.2.4.5	Engineering Change Proposal (ECP)				+2w							As an outcome of the Requirements Analysis and Review, and any time a formal change is required



CDRL N.	SOW Ref.	Title	EDC	KoM	PRM	ReqRew	Gate 2 Survey	Gate 3 Design	Gate 4 Pre-stage	Gate 5 Implem	Gate 6 Service	Frequency	Delivery Note
	6.3.2.2	Site Survey Questionnaire					-2w						At least ten (10) working days to complete and return to the Contractor
	6.3.2.3	Site Survey Report (SSR) template					-2w						
	6.3.2.5	Site Survey Report (SSR)					+2w						
	6.4.2	Lightweight Site Design (LSD)						-4w					
	6.4.3	Requirements Traceability Matrix (RTM)						-4w					
	6.5.2.2	Site Installation Specification (SIS)							-4w	-4w			
	6.5.2.3	Site Implementation and Cut-over Plan (SICP)							-4w	-4w			
	6.5.2.4	Local Compliance Statement							-4w				
	6.5.2.5	Security Implementation Verification Procedures (SIVP)							-4w	-4w			
	6.5.2.6	Tier-3 Site Acceptance Test (SIAT) Plan							-4w				
	6.5.2.6	Site Acceptance Checklist							-4w	-4w			As part of the Tier-3 SIAT Plan
	6.5.2.9	Transportation Report							-4w	-4w			
	6.6.2.8	Site Inventory							-4w	-4w			
	7.7.14	Site Software Distribution List (SWDL)							-4w				
	7.7.16	Notice of Shipment							-4w			At each ship of equipment	2w in advance of each delivery
	7.7.15	Packing Lists							-4w	-4w		At each ship of equipment	Attached to Notice of shipment
	6.6.2.5	SIAT Acceptance Report								-4w			



CDRL N.	SOW Ref.	Title	EDC	KoM	PRM	ReqRew	Gate 2 Survey	Gate 3 Design	Gate 4 Pre-stage	Gate 5 Implem	Gate 6 Service	Frequency	Delivery Note
400	7.6	Training Needs Analysis (TNA) Report						-2w					Draft at Gate 3, Final at Gate 4
410	7.6	Templates for Training Data and Materials						-2w					
420	7.6	Training Materials										For each training	8w weeks before the expected training
430	7.6	Tier-3 Training Report								-2w		For each training	
440	7.5.2	OEM Technical Manuals							-4w				As standalone documents at shipment of equipment to sites.
450	7.5.2	Interactive Electronic Technical Publications (IETP)								-12w, -1w	-4w, +52w		Additional updates as required by the warranty services
460	7.3	Maintenance and Support Case						-2w					
470	7.3	Logistic Support Analysis (LSA) Report						-2w	-2w				As an annex of the Maintenance and Support Case. S3000L tailoring at Gate 3; LSA data at Gate 4
480	7.3	Reliability, Availability, Maintainability and Testability (RAMT) Report						-2w	-2w				As an annex of the Maintenance and Support Case; it includes Reliability Block Diagrams (RBD) at Gate 3, and RAMT Data at Gate 4
490	7.4	Provisioning Report						+2					As an annex of the Maintenance and Support Case. S2000M tailoring at Gate 3; Provisioning Data at Gate 4
520	7.5.4	As-Built Documentation								-4w			
530	7.5.4	Interface Control Documents								-4w			
570	9.3.2.10	Functional Baseline				-2w							
580	9.3.2.14	Allocated Baseline				-2w		-2w	-2w				
590	9.3.2.15	Product Baseline							-2w	-2w			

Annex B MAINTENANCE AND SUPPORT DEFINITIONS

B.1 Scope

B.1.1 This Annex specifies the maintenance levels, the support levels and the relevant activities to be carried on by the involved stakeholders.

B.2 Maintenance Concept

B.2.1 Maintenance Concept is a definition of the maintenance objectives, line of maintenance, indenture levels, maintenance levels, maintenance support and their interrelationships.

B.2.2 Maintenance Concept is applied for both hardware and software and produces maintenance tasks that will be performed on site, at civil or military maintenance facilities, at Industry (OEM, Contractor) maintenance facilities. The maintenance concept identifies who-does-what-at-what-level in accordance with the Maintenance levels and definitions defined below. The main SOW clearly identifies what is the maintenance concept for the project(s).

B.3 Maintenance Levels (line of maintenance)

B.3.1 A maintenance level is the position in an organization where specified levels of maintenance are to be carried out. The line of maintenance is characterised by the skill level of the personnel, the facilities and tools provided, the location, etc.

B.3.2 There are four maintenance levels to ensure the highest possible availability of the Product.

- Level 1: implies a fast and easy exchange of Maintenance Significant Items (MSIs, see B.4.2) performed on the Product by organizational personnel when a malfunction occurs;
- Level 2: implies exchange of MSIs and/or the replacement of modules, performed on the Product by organizational personnel when a malfunction occurs;
- Level 3: implies the repair of subassemblies, modules and MSIs after their replacement at maintenance Level 1 and Level 2. Testing on test-benches or integration tests can be included. This maintenance level can be performed either on product (e.g. on-site) or at specific repair shops/facilities;
- Level 4: all repairs and overhaul activities beyond Level 1 to Level 3 capabilities must be ensured (e.g.: repair of subassemblies, modules and LRUs after their replacement at maintenance Level 1 to Level 3; major modifications to improve the design and/or operational activities will be prepared and, if necessary, embodied at this level).

B.4 Hardware Maintenance and Hardware Change

B.4.1 The hardware maintenance is:

B.4.1.1 Corrective:

- Deferred: maintenance carried out to perform a Remove & Replace action of a faulty item not affecting system operation. It is done in a time slot that does not further impact the Operational Availability (e.g. during a schedules

maintenance downtime period) or on “live” equipment if this is possible (e.g. when active redundancy or hot stand-by are implemented).

- Run-to-failure: maintenance carried out to perform a Remove & Replace action of a faulty item affecting system operation (critical failure). The action is done as soon as all the resources (skills, tools and spares) are available to minimise the System downtime.

B.4.1.2 Preventative:

- On-condition: maintenance carried out to mitigate degradation and reduce the probability of failure after analysis of system conditions through defined indicators assessed on a periodic basis.
- Scheduled (planned): maintenance carried out on a periodic basis (time-related or number-of-occurrences-related).

B.4.2 The hardware maintenance concept is based on the modularity of the equipment. The items to be removed from the system/equipment for replacement, to be repaired or to be replaced/refilled for preventative maintenance shall be defined MSIs (Maintenance Significant Items), with the following characteristics:

- Include those items in the Logistic Breakdown Structure (LBS) which are significant for maintenance at the Organisational Level.
- Include all the candidate items of the spare parts and consumables lists.

B.4.3 MSIs are subdivided into the following categories:

B.4.3.1 LRU (Line Replaceable Unit)

- Its failure can be detected and indicated by a BIT (Built In Test System) system or by abnormal condition/failure display/alarm, in conjunction with Technical Manuals (TMs) and general-purpose test equipment and troubleshooting procedures;
- It is easily accessed for replacement purposes;
- It is easy to replace, through the use of a plug-in connector, screwed terminal, nut/bolt fixing or similar connector;
- It has minimal adjustment/alignment requirements, such as voltage level settings, software/firmware installations/adaptations etc.;
- Adjustments may be carried out with the Built-In test (BIT) or with general-purpose hardware/software tools and test equipment;
- When only one LRU has failed, its replacement returns the system/equipment to full operational status.
- LRUs are subdivided into the following two categories:
 - Statistical (LS): This category includes (but it's not limited to) the items subject to faults that occur with a statistical probability (most of them are electronic items) e.g. IF/RF strips/boards, SBCs, PPCs, Computers/Servers/Workstations and their components/peripherals, Networking equipment (Routers, switches), Power Supplies, electric/electronic components in general etc.
 - Limited Life (LL): This category includes (but it's not limited to) the items whose faults are due to ageing (most of them are electromechanical items) e.g. TWTs, Rotary Joints, Slip Rings, Engines, T/R switches, Fans and Fan Assemblies, etc.

- B.4.3.2 Insurance Item (II): This category includes (but it's not limited to) those items that have a very low failure rate and whose replacement may be necessary as a consequence of deterioration or fault by accident e.g. passive elements (attenuators, couplers, circulators, terminations), circuit breakers, patch panels, cables, metallic frames/cabinets/chassis etc.
- B.4.3.3 Consumable Items: subdivided into the following three categories:
- Technical Consumables (C[T]): This category of consumables includes (but it's not limited to) Fuses, Bulbs, Lamps, Gaskets, o-rings, EMI/Tempest seals, Surge Protectors, gas dischargers, Batteries and, in general, any other item replaced in case of preventive or corrective maintenance on the System etc.
 - Not-Technical Consumables (C[NT]): This category of consumables includes (but it's not limited to) all POLs (Petrol, Oils, Lubricants), adhesive, sealing paste, gas and, in general, any other item replaced in case of preventative or corrective maintenance on the System etc.
 - Generic Consumables (C[G]): This category of consumables includes (but it's not limited to) ink cartridges, toners, printing paper, print ribbons, generic cleaning material and in general all the materials whose consumption cannot be predicted (e.g. is not associated to any preventative or corrective maintenance on the System) etc.
- B.4.3.4 Attaching Parts (AP): the Attaching Parts are the items reported in the corrective and preventative Maintenance Procedures and in the Illustrated Parts Breakdown such as screws, gaskets, nuts, bolts, washers etc.
- B.4.4 Hardware Maintenance Levels
- B.4.4.1 The hardware maintenance levels used are generally known as HL1, HL2 HL3 and HL4.
- B.4.4.2 Organizational Maintenance (HL1) is Hardware maintenance capable of being carried out:
- on-site;
 - by relatively low technical skill level personnel performing preventive maintenance and changing Line Replaceable Units (LRU) and Insurance Items (IIs) on the basis of diagnostic outputs;
 - using Built-In-Test (BIT) facilities for start-up and on-line diagnostics, by referring to main equipment Technical Manuals (TM);
 - no Special Tools and Test Equipment (TTE) are envisioned to be used;
 - typical tasks will include visual inspection, preventative maintenance tasks, manual reconfiguration if necessary, external adjustments, removal and replacement of LRUs/IIs;
 - includes system failure recovery by the application of simple on-line diagnostics or technician initiated restart of the system and the use of off-line diagnostics which do not require external test module support;
 - generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.
- B.4.4.3 Organizational Maintenance (HL2) is Hardware maintenance capable of being carried out:

- on-site;
- by higher technical skill level personnel performing preventive maintenance and changing Line Replaceable Units (LRU) and Insurance Items (IIs) on the basis of diagnostic outputs;
- using Built-In-Test (BIT) facilities for start-up and on-line diagnostics, simple Tools and Test Equipment (TTE) (standard and special-to-type) in addition to BIT as a means for on-line and off-line diagnostics, and by referring to main equipment Technical Manuals (TM) to perform exhaustive fault isolation;
- simple either commercial or special-to-type TTE are envisioned to be used (e.g.: screwdrivers, multimeters, oscilloscope, adapters, peculiar support equipment);
- where the fault is beyond the capabilities of HL1 technical support, HL2 activities will be performed by Support Site personnel (through on-site intervention);
- where remote fault management is not feasible, technicians from the host site will travel to the remote site hand carrying relevant spares to perform maintenance tasks;
- generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

B.4.4.4 Intermediate Maintenance (HL3) is Hardware maintenance capable of being carried out:

- at maintenance facilities and through technical support and assistance or on-site intervention/work by maintenance personnel with skills enabling tasks to be accomplished within the relevant technologies;
- by higher technical skill level personnel performing:
 - repairing, testing and calibrating Line Replaceable Units (LRU), Shop Replaceable Units (SRU) and secondary spare parts (SSPs);
 - on-site investigations and major scheduled servicing/overhaul, detailed inspection, major equipment repair, major equipment modification, complicated adjustments, system/equipment testing;
 - failure trend analysis including reporting to relevant Purchaser authorities and Post Design Services (PDS);
- repair tasks will be performed using Automatic Test Equipment (ATE), general purpose and special-to-type TTE, calibration equipment, any applicable support software, and the necessary equipment TMs and a Technical Data Package (TDP);
- where the fault is beyond the capabilities of HL1/2 technical support, HL3 activities will be performed by Support Site personnel (through on-site intervention) or by the Contractor, depending on the Maintenance Concept;
- It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

B.4.4.5 Depot Maintenance (HL4) is Hardware maintenance capable of being carried out:

- at maintenance facilities (industry or military, OEMs) and through technical support and assistance or on-site intervention/work by maintenance

personnel with skills enabling tasks to be accomplished within the relevant technologies;

- where the fault is beyond the capabilities of HL1-3 technical support, HL4 activities will be performed by the Contractor;
- It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

B.5 Software Maintenance and Software Change

B.5.1 The software maintenance is a modification for the purposes of software fault removal, adaptation to a new environment, or improvement of performance.

B.5.2 The software maintenance for the purposes of software faults avoidance, identification and/or removal can be:

- Corrective/Unscheduled - it refers to tasks necessitated by actual errors in a software product. If the software product does not meet its requirements, corrective maintenance is performed. It is a Reactive modification of a software product performed after a new version is made available (patch/update) to correct the discovered problem(s). This activity is linked to Configuration Management, change management (Contractor initiated ECP), new software release(s) and Product baseline (PBL) change.
- Preventative/Scheduled – it refers to tasks necessitated for detecting potential errors in a software product or anticipate and avoid potential failures (daily checks, DBs clean up/integrity checks, cache cleaning, rebooting/restarting etc.). The task can lead, if latent failures are discovered, to a modification of a software product after delivery to detect and correct latent faults in the software product before they become effective faults (leading to a deferred corrective action).

B.5.3 The software maintenance for the purposes of adaptation to a new environment, or improvement of performance is a software change that enhances the software product. These changes are those that were not in the original design specifications or in the originally released software and are subject to Purchaser initiated ECPs:

- Adaptive maintenance: software maintenance for the purposes of adaptation to a new environment (e.g.: a new environment could be a new type of hardware or a new operating system on which the software is to be run). Adaptive refers to a change necessary to accommodate a changing environment. Adaptive changes include changes to implement new system interface requirements, new system requirements, or new hardware requirements. This is a modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
- Perfective maintenance: software maintenance performed to improve the performance, maintainability, or other attributes of a computer program (e.g.: maintenance that adds new required functions is often referred to as enhancement). Perfective refers to a change that improves the software product's performance. A perfective change might entail providing new functionality improvements for users or reverse engineering to create maintenance documentation that did not exist previously or to change existing documentation. This is a modification of a software product after delivery to improve performance or maintainability.

B.5.4 Software Maintenance Levels

- B.5.4.1 The software maintenance levels used are generally known as SL1, SL2 SL3 and SL4.
- B.5.4.2 Organizational Maintenance (SL1) is Software maintenance capable of being carried out with the same characteristics highlighted for HL1. SL1 are those functions/tasks in support of the on-site software that are within the capabilities of site maintenance personnel. This includes software failure recovery by the application of simple diagnostics, or site maintenance personnel initiated restart.
- B.5.4.3 Organizational Maintenance (SL2) is Software maintenance capable of being carried out with the same characteristics highlighted for HL2 e.g. software settings, simple software customizations (per site/instance), software reloading/installation with automated or detailed procedures reported in the TMs, execution of scripts, management of users/profiles. SL2 are those functions/tasks in support of the on-site software that are within the capabilities of a System Administrator.
- B.5.4.4 Intermediate Maintenance (SL3) is Software maintenance capable of being carried out with the same characteristics highlighted for HL3 e.g. software/firmware fine tuning (per site/instance), software/firmware bugs recording and reporting, software/firmware troubleshooting including Operating Systems. SL3 (on-site intervention) comprises those functions/tasks in support of the on-site software that require specialist intervention (software System architects, software programmers, experienced Systems' Administrators, Network specialists). The tasks can be performed either by software personnel visiting the site or by remote diagnostics if enabled by the System and allowed by NCIRC.
- B.5.4.5 Depot Maintenance (SL4) is Software maintenance capable of being carried out with the same characteristics highlighted for HL4 e.g. software/firmware debugging, re-coding and testing (both in simulated and emulated environments), software/firmware patches creation and deployment. The tasks can be performed by software engineers in properly configured environments (software development and testing facilities) under strict Configuration Control.

B.6 Support Concept

- B.6.1 A Support Concept is a definition of the support objectives (scenarios) in relation with maintenance levels, maintenance support and their interrelationships.
- B.6.2 This is peculiar for IT software-intensive and IT software-driven systems and shall be implemented in conjunction and coordination with the Maintenance Concept.
- B.6.3 Support levels
- B.6.3.1 There are (4) support levels.
- B.6.3.2 First level support (on-site, non-specialised):
- It consists of simple routine administration and activities. This level is user facing and is the first line of technical support. A single point of contact inside the NCI Agency central Service Desk is provided to customers for the implemented services. The Service Desk will log, categorise, prioritise, diagnose and resolve incidents within the boundaries of their training and permissions. The pertinent NCI Agency CIS Support Units (CSUs) carry out this level of support, in coordination with the NCI Agency Centralised Service Desk.

- The 1st Level Support Process implements the Incident Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;
- As part of the Incident Management, the Service Desk receives the issue from the user, puts it into a standard format (Trouble Ticket, TT), performs an initial assessment and distributes it to the predefined actors to solve it.

B.6.3.3 Second level support (centralised):

- It provides escalated technical support to incident investigation and diagnosis. This level delivers advanced expertise to process services related to centralised system operations, fault isolation, system administration, management of maintenance services, system configuration, including reconfiguration of data sources and data connectivity to restore operations, assistance to first level and on-site support. This level performs end-to-end service monitoring and takes actions to resolve the incident and recover the services impacted.
- The 2nd Level Support Process implements the Problem Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;
- The Problem Management process receives the TT from the Service Desk and performs the following tasks:
 - (Re-)evaluation of TT category, criticality and priority,
 - Identification of the root cause of the issue (e.g. by issue replication testing),
 - Identification of workarounds,
 - Identification and initial planning of possible short, medium and long-term solutions (e.g. Workarounds, Patches, or new Baseline or CI Releases),
 - Create Problem Analysis Report and Change Request (CR) incl. schedule of implementation, and synchronisation with the Baseline Maintenance process;
 - Presentation of the Problem Analysis Report and CR to the Change Control Board (CCB) for approval,
 - Monitor and Control the approved CR during implementation,
 - Trigger 3rd Level Support and/or 3rd Level Maintenance process to implement the CR;
 - Perform the post- CR implementation review.

B.6.3.4 Third level support (centralised):

- It consists of central service management, central problem isolation and resolution, system-level maintenance, local repairs or spares provision, and management of deficiencies and warranty cases, beyond the capability of the second level support.
- The 3rd Level Support Process implements the Deployment and Release Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.
- The Deployment and Release Management process receives the approved Change Request from the 2nd Level Support and performs the following tasks:
 - Release of the solution (release unit/record)

- Development of the solution (e.g. new CI Fix, Repair, Replacement, Patch, or Release),
- Testing of the solution (e.g. Regression testing, issue/deficiency replication testing),
- Update of Baseline content and status,
- Delivery and deployment of the solution.

B.6.3.5 Fourth level support (OEM/vendor):

- It consists of off-site factory/vendor problem resolution and maintenance, beyond the capability of third level support.

B.6.4 Support scenarios

B.6.4.1 The support concept is the apportionment of maintenance activities:

B.6.4.2 NATO Maintenance Task (NMT) will be performed by NATO personnel (military or civilian),

B.6.4.3 Industry Maintenance Task (IMT) will be performed by industry personnel under the arrangement called Warranty or Post Warranty Arrangement.

B.6.4.4 Theoretically there are four possible scenarios:

B.6.4.4.1 NONO – NATO Owned / NATO Operated. If this approach is chosen the solution would be procured as a system and would be operated and maintained by NATO. The responsibilities for NATO maintenance levels are defined in the Maintenance Concept.

B.6.4.4.2 COCO – Contractor Owned / Contractor Operated. If this approach is chosen NATO would have the solution delivered by a contractor as a Service.

B.6.4.4.3 NOCO – NATO Owned / Contractor Operated. With this approach NATO would procure a system, but would “outsource” the Operation and Maintenance of it.

B.6.4.4.4 CONO – Contractor Owned / NATO Operated. This approach exists and is usually called “Financial leasing”.

B.6.4.4.5 For NONO and CONO scenario the Contractor shall agree with the Purchaser on maintenance levels commitments and develop a tailored logistic support concept based on a blended sharing of maintenance levels (this means that the Contractor shall apply the Maintenance Concept defined in the SOW).

B.6.4.4.6 For NOCO and COCO scenario the Contractor is responsible for all the Maintenance Levels (HL 1/2/3/4 and SL 1/2/3/4).

Annex C ENGINEERING QUALIFICATIONS AND EXPERTISE

C.1 Security Tools Engineer

C.1.1 Responsibilities/duties

- C.1.1.1 The Security Tools Engineer will support different NCSC teams in Cyber Defence operations that require to install, maintain, tune, update, and decommission Cyber Defence specialist tools and their configurations in order to match the threat environment.
- C.1.1.2 The Security Tools Engineer will be responsible for working with the Operations and Maintenance (O&M) Service Staff to help tune the security tools for optimum performance. Ensuring that all NCSC CORE specialist applications such as event correlation (and its associated remote data collection feeds), network discovery, network traffic pattern/flow analysis, mail content checking, extrusion detection and on-line computer forensics tools are installed, configured and fully available to enable NATO Cyber Defence Operations.
- C.1.1.3 This role will require to perform activities for a range of Cyber Defence specialist tools, including but not limited to the tools as follows:
- Security Incident Event Management (SIEM) – Splunk;
 - Log Collection;
 - Network Intrusion Protection (NIPS);
 - Full Packet Capture (FPC);
 - Online Computer Forensics (OCF);
 - Malware Analysis;
 - Cyber Operations Management Service (COMS);
 - Standalone Computer Forensics (SCF) / Forensic Evidence Management Service (FEMS);
 - Cyber Defence Situational Awareness (CDSA).
- C.1.1.4 The Security Tools Engineer may become involved in the investigation of Security Events to establish if these are expected tool behaviours, events and/or a security threat.
- C.1.1.5 The additional responsibilities will include the following:
- Ensuring that all NCSC CORE specialist applications such as event correlation (and its associated remote data collection feeds), network discovery, network traffic pattern/flow analysis, mail content checking, extrusion detection and on-line computer forensics tools are installed, configured and operational;
 - Maintain keen understanding of evolving Internet threats to ensure the security of the NATO networks;
 - Integrate with other services of NCSC service portfolio , such as Gateway Services, NATO Public Key Infrastructure (NPKI), Communications Security (COMSEC),
 - Write technical articles for internal knowledge base;

- Participate in knowledge sharing with other personnel and develop solutions efficiently;
- Coordinate or participate in individual or team projects;

C.1.2 Essential qualifications and expertise:

- A graduate or equivalent in IT, CIS security, or a related science/ mathematics subject;
- Industry leading certification in the area of Cybersecurity such as CISSP, CISM, MCSE/S, CISA, GSNA, SANS GIAC;
- Professional qualifications relating to the tools and technologies of relevance for the TO SoW;
- A sound knowledge of network and systems security, IT security best practice, common attack types and detection / prevention methods;
- Experience and/or qualifications in network and systems monitoring and support;
- Capable of communicating clearly with team members and other analysts in reading, writing and spoken English.

C.1.3 Desirable/personal qualifications:

- Demonstrable experience of analysing and interpreting system, security and application logs in order to diagnose faults and spot abnormal behaviours Experience of maintaining a secure enterprise network through configuring and managing typical Security Enforcing Devices, such as Firewalls, Proxies, IDS/IPS devices, HIDS/EPO;
- Experience of other common devices configuration and administration, such as routers, switches, hubs;
- Troubleshooting of Linux and/or Windows infrastructures;
- High level of interpersonal skills and ability to work independently and as part of a team, capable to work under pressure.

C.2 Online Vulnerability Assessment (OVA) Tool Engineer

C.2.1 Responsibilities/duties

C.2.1.1 The OVA Engineer will support different NCSC teams by providing expertise in vulnerability management processes, vulnerability scanning, and security posture analysis.

C.2.1.2 The OVA Engineer responsibilities include:

- Install, deploy, update, monitor, maintain, configure, troubleshoot and keep in operational conditions the Vulnerability Assessment (VA) systems;
- Configure the VA systems to support vulnerability, compliance and remediation verification scanning;
- Define, maintain, update advanced VA configurations, e.g. low performance impact VA scans, and audit files that implement specific hardening guides;
- Troubleshoot issues arising from vulnerability scanning and serve as technical expert for online vulnerability assessment tools;
- Ensure the level of security (Confidentiality, Integrity, and Availability) of the VA systems meet or exceed the minimum security requirements defined by NATO security authorities;

- Compile, draft, review and deliver inputs on all aspects relevant to VA capabilities and VA scan results and processes, and associated documentation;
- Develop reports and dashboards that reflect the Online VA systems availability, scans performance, success/failure effectiveness and efficiency and perform targeted historical analysis; review historical trending data and recommend improvement opportunities;
- Perform functions to ensure Cyber Security Hygiene Indicators (CSHI) programme is implemented effectively and efficiently.
- Develop the NCI Agency specific Request for Change formal documentation for VA products, configure the test of the VA systems and provide support for conducting functional and security tests required by the Change Management processes for having the systems approved to be used on NCI Agency managed networks;
- Produce metrics to be integrated into wider CSSL or NCI Agency products that are being delivered up to NATO executive management level;
- Proactively recommend optimizations to VA capabilities to provide effective and efficient service operations;
- Maintain awareness of new technologies and developments, industry standards and best practices within the wider IA community and provide support for the selection of the vulnerabilities management and vulnerabilities assessment tools;
- Produce technical reports and support the production of executive level reports;
- Review security documentation and provide technical advice;
- Performs other duties as may be required.

C.2.2 Essential qualifications and expertise:

- A graduate or equivalent in IT, CIS security, or a related science/ mathematics subject;
- Industry leading certification in the area of Cybersecurity such as CISSP, CISM, MCSE/S, CISA, GSNA, SANS GIAC;
- Tenable Certified Security Engineer;
- Knowledge of software engineering including programming and/or scripting knowledge (python, shell scripting, PowerShell);
- Capable of communicating clearly with team members and other analysts in reading, writing and spoken English.

C.2.3 Desirable/personal qualifications:

- Completed NCISS-279 INFOSEC (COMPUSEC) training at the NATO CIS School;
- Completed NCISS-280 Cyber Defence NATO CIS Security Office training at the NATO CIS School;
- Troubleshooting of Linux and/or Windows infrastructures;
- Experience in implementation of INFOSEC policies and procedures.
- Experience in defining, implementing and validating NCI Agency CSSL security settings;
- Prior experience of working in an international environment comprising both military and civilian elements;

- Good reporting skills;
- High level of interpersonal skills and ability to work independently and as part of a team, capable to work under pressure.

C.3 System Engineer and Integrator

C.3.1 Responsibilities/duties

- C.3.1.1 The System Engineer and Integrator will support different NCSC teams by providing expertise in a secure interconnection and integration of different networks, network sections and services in order to protect an organization's key information.
- C.3.1.2 The System Engineer and Integrator will support different NCSC teams by providing expertise in security aspects of Infrastructure Services, to include applying security services in the underlying data centre and hardware, software, network, storage and backup functions required for the existence, operation and management of an enterprise ICT environment.
- C.3.1.3 The System Engineer and Integrator will support different NCSC teams by providing expertise in security aspects of Platform Services, to include:
- providing a package of middleware allowing users to develop, run, and manage applications or data sets without the complexity of building and maintaining the underlying infrastructure;
 - delivery of the infrastructure and middleware components that enable IT administrators and end users to build, integrate, migrate, deploy, secure, and manage mobile and web applications;
 - delivery of cost-effective, fully managed operating platforms with expanded, inheritable, and (NATO) recommended security controls.
- C.3.1.4 The System Engineer and Integrator will support different NCSC teams by providing expertise in processes and techniques (such as computer networking, enterprise application integration, business process management and/or manual programming) to combine various subsystems into an integrated solution, comprised of different hardware, software, and service components.
- C.3.1.5 The System Engineer and Integrator additional responsibilities include:
- Install, deploy maintain, configure, troubleshoot and keep in operational conditions infrastructure components of the Tier-3 NDCP element;
 - Support applying endpoint security in systems and networks of a local site;
 - Coordination of firewall rules updates;
 - Troubleshooting of infrastructure and platform issues in NCSC CORE-Tier-3 enclaves;
 - Performing other duties as may be required.

C.3.2 Essential qualifications and expertise:

- A graduate or equivalent in IT, CIS security, or a related science/ mathematics subject;
- Industry leading certification in the area of virtualization technology (e.g. VMware Certified Professional) and/or platform solutions architectures (e.g. MS Power Platform Solution Architect Expert);
- Experience in applying different methods of system integration in complex distributed IT environments with distributed computing capabilities.

- Experience in deploying and supporting virtual environment architectures and tools, including demonstrable experience in troubleshooting and resolving complex technical virtual infrastructure and system problems;
- Experience in complex and secure Microsoft based multisegment TCP/IP network infrastructure including Active Directory and MS Windows Server family, starting from the release of Windows Server 2016 operating systems and associated services and hardware;
- High level of experience and expert knowledge of MS Exchange and message systems including content filtering technologies and mail Anti-Malware applications, as utilised at NCSC CORE-Tier-3 enclaves (see Annex E);
- Experience in deploying and supporting Microsoft IIS and SharePoint Server/MOSS Infrastructures;
- Experience with Enterprise Management Systems such as MS MCEM, McAfee ePO, Nimsoft, as utilised at NCSC CORE-Tier-3 enclaves (see Annex E);
- Experience in the development, enhancement and implementation of security settings relating to Microsoft operating systems and associated applications;
- Experience in the development, enhancement and implementation of security settings relating to any of Cisco, Linux, Unix operating systems;
- Experience and good knowledge of back-up software and applications, such as Symantec BackupExec;
- High level of hands-on demonstrable experience in troubleshooting and resolving complex technical infrastructure and system problems;
- Capable of communicating clearly with team members and other analysts in reading, writing and spoken English.

C.3.3 Desirable/personal qualifications:

- Industry leading certification in the area of Cybersecurity such as CISSP, CISM, MCSE/S, CISA, GSNA, SANS GIAC;
- A sound knowledge of complex TCP/IP based secure network infrastructure;
- Experience supporting and configuring firewall devices (PaloAlto, Juniper);
- A sound knowledge of intrusion detection systems / intrusion prevention systems integration with the underlying infrastructure;
- Experience with standard office automation tools (MS Office Professional);
- Prior experience of working in an international environment comprising both military and civilian elements;
- Good reporting skills;
- High level of interpersonal skills and ability to work independently and as part of a team, capable to work under pressure.

C.4 Network Engineer

C.4.1 Responsibilities/duties

- C.4.1.1 The Network Engineer will support different NCSC teams by providing expertise in vulnerability management processes, network vulnerability scanning, and security posture analysis.
- C.4.1.2 The Network Engineer will support different NCSC teams by providing expertise in the network communications services, including provision of the network infrastructure assets and capacities, cyber security management elements that

enable the user to establish any-to-any connectivity at supported sites and between connected networks.

C.4.1.3 The Network Engineer responsibilities include:

- Network integration activities between sites;
- Enabling NCSC CORE-Tier-3 enclave services communications with Tier-2 components;
- Determination local site network topology;
- Establishing VPN services;
- Coordination of firewall rules updates;
- Troubleshooting of network communications issues;
- Supporting provision of endpoint security in systems and networks of a local site;
- Applying endpoint security measures on network infrastructure components;
- Support provisioning of NIPS/FPC solutions;
- Performing other duties as may be required.

C.4.2 Essential qualifications and expertise:

- A graduate or equivalent in IT, CIS security, or a related science/ mathematics subject;
- Industry leading certification in the area of the core telecommunications network (e.g. CTNS);
- Expert level of experience with WAN implementations, utilizing complex TCP/IP based secure network infrastructure;
- Expert level of experience supporting and configuring network routers, switches, and firewall devices (Palo Alto, Juniper);
- Expert level of experience with central VPN installation, and maintenance and troubleshooting with IDS and Firewall technologies, as proposed in the Contractor's NCSC CORE design.
- High level of experience supporting provisioning of intrusion detection systems / intrusion prevention systems;
- Knowledgeable in virtualization techniques and technologies;
- High level of hands-on demonstrable experience in troubleshooting and resolving complex technical infrastructure and system problems.

C.4.3 Desirable/personal qualifications:

- Industry leading certification in the area of Cybersecurity such as CISSP, CISM, MCSE/S, CISA, GSNA, SANS GIAC;
- Experience in defining, implementing and validating NCI Agency CSSL security settings;
- Prior experience of working in an international environment comprising both military and civilian elements;
- Good reporting skills;
- High level of interpersonal skills and ability to work independently and as part of a team, capable to work under pressure.



Annex D NCSC CORE ARCHITECTURE OVERVIEW

Offerors are advised that Annex D to this Statement of Work is classified as NATO RESTRICTED and will not be sent via email alongside the RFQ package. Offerors wishing to view the NATO RESTRICTED documents shall request copies of the documents from the Purchaser's point of contact in section 2.6 of the Book I Bidding Instructions.

[Provided under separate PDF file]:

"RFQ-CO-115537-CSSF – IDIQ Statement of Work – Annex D and Annex E - NR



Annex E TECHNICAL OVERVIEW AND SPECIFICATIONS

Offerors are advised that Annex E to this Statement of Work is classified as NATO RESTRICTED and will not be sent via email alongside the RFQ package. Offerors wishing to view the NATO RESTRICTED documents shall request copies of the documents from the Purchaser's point of contact in section 2.6 of the Book I Bidding Instructions.

[Provided under separate PDF file]:

"RFQ-CO-115537-CSSF – IDIQ Statement of Work – Annex D and Annex E - NR