



**JFTC Special Terms and Conditions
for Commercial Personnel Services
Contracts in Support of Training Events**

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1. SCOPE

These Special Terms and Conditions address all issues pertaining to Commercial Personnel Services in support of training events to be rendered by the Contractor to JFTC under this Contract, thereby taking precedence over the JFTC General Terms and Conditions.

2. TYPE OF CONTRACT

As far as Commercial Personnel Services under this Contract are concerned this is a Level of Effort, Firm-Fixed Price Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Contractor and JFTC. All financial risks and liabilities undertaken by the Contractor for the purpose of the service provision fall with the Contractor. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor. In case the Contractor is self-employed individual those Special Terms and Conditions referring to the Contractor Personnel are equally applicable to him/her except for individual leave entitlement which is to be considered as period of permitted absence.

3. DEFINITIONS

a. Billable Days

As further specified in these Special Terms and Conditions, days spent by the Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill JFTC at the daily rate set out in this Contract.

b. Commercial Personnel Services

As specified in the SOW, the continuous performance to be provided by the Contractor Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.

c. The Contractor Personnel

An individual/individuals employed by the Contractor to perform the services required under this Contract for JFTC.

d. JFTC Work Days

Mondays through Fridays with the exception of JFTC Holidays, which are listed in JFTC Directive 10-01. There are approximately 15 JFTC Holidays during a calendar year. The number of JFTC Holidays may vary from year to year.

e. JFTC Operating Hours

As provided for in JFTC Directive 10-01.

f. Man Year

230 man-days of the service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance assuming 5 JFTC work days per week. In no event shall the ceiling

of 230 man-days per man year or corresponding fraction thereof be exceeded. The billable time on travel defined in paragraph 8.b. is not included in a man-year limit.

g. Surge capability.

Surge capability requirement is a contract vehicle used in case emerging circumstances require a quick and temporary increase of effort from existing personnel (to meet specific requirements within the scope of the Statement of Work). Surge capability shall not exceed 30 man-days annually. Man-day rate for surge capability will remain at the same level as for applicable contract base or option period. Surge capability is an extra effort above man-year limit, requested by the respective COTR and duly supported by approved Purchase Order.

h. Products

Any item, document, writing, study, briefing, data base, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

4. DELIVERY OF SERVICE

All Commercial Personnel Services under this Contract will be performed primarily on JFTC Work Days and during JFTC Operating Hours.

5. EXCEPTIONS FROM THE DELIVERY OF SERVICE

Under exceptional circumstances, i.e. during the execution of the training event Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4, as directed by the respective COTR.

6. COORDINATION OF DELIVERY OF SERVICE

In order to ensure a balanced professional performance of the Contractor Personnel during their performance for JFTC, the Contractor shall ensure that each Contractor Personnel will take his/her applicable leave. All periods of non-delivery of services must be coordinated with the respective COTR.

7. COORDINATION OF ABSENCES

To ensure the uninterrupted flow of JFTC projects, any absence by the Contractor Personnel requires earliest possible coordination with the COTR. Generally, such absence requires the approval by the COTR.

a. Personal Leave

At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel. There should be minimum of 15 JFTC working days during a year dedicated for personal leave, although the number of individual leave days may be greater.

b. Illness

Should absences caused by illness affect the performance of a JFTC project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual. JFTC reserves the right to approve such substitute based on his/her suitability and qualifications.

c. Other Absences

Unless otherwise arranged for, the Contractor shall ensure the full presence of the Contractor Personnel in accordance with Delivery of the Service set out in paragraph 4.

8. BILLABLE DAYS

Only time spent by the Contractor Personnel in the immediate performance of this Contract, subject to the rules and procedures set out in paragraph 12 and 14.

a. Billable days

(1). 100% of the daily rate will be applicable for days above 6 hours worked.

(2). 50% of the daily rate will be applicable for days between 4 and 6 hours worked.

(3). 25% of the daily rate will be applicable for days between 2 and 4 hours worked.

(4). There will be no payment for days less than 2 hours worked.

b. Billable time on travel

Travel time used for Travel on International Duty (to/from place of destination) will be paid as follows:

(1). 100% of the daily rate for intercontinental travel,

(2). 75% of the daily rate for continental travel, and

(3). 50% of the daily rate for travel within Poland (except Local Area Travel as is defined in the JFTC Directive 60-50 – Travel on International Duty).

c. Billable days on courses, conferences and workshops.

Time spent by Contractor Personnel attending a course, conference or workshop, is only billable in accordance with paragraph 8-a., if the participation is specifically ordered by the JFTC in advance.

d. Non-performance

Personal leave, closing of the Headquarters by the order of the JFTC Deputy Commander and Chief of Staff, sickness, company coordination, company reports, training not required or ordered by JFTC, breaks (except the mid-day break as defined in JFTC Directive 10-01), internal social events (except for the obligatory participation in official JFTC events, as ordered by the Commander or the Deputy Commander and Chief of Staff) or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable days.

9. COMMITMENT OF CONTRACTOR PERSONNEL

The Contractor warrants that the Contractor Personnel initially presented for the performance of this Contract will perform this Contract for its duration. Any exchanges of the Contractor Personnel shall meet the requirements of the SOW and be performed only with written consent by the Contracting Officer.

10. DEFICIENT PERFORMANCE

Should committed Contractor Personnel perform unsatisfactorily the Contractor will exchange such Contractor Personnel, at the request of the Contracting Officer for Contractor Personnel meeting the quality requirements set out in the SOW.

11. CONTRACTOR RESPONSIBILITY FOR CONTRACTOR PERSONNEL

The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security, registration fees, the contractor's running costs and any other applicable mandatory contributions. In case of duty travels to high risk areas required by JFTC, the Contractor may be reimbursed the insurance costs by JFTC, if so decided by the Deputy Commander and Chief of Staff.

12. BILLING

The Contractor shall bill time for the Contractor Personnel at the daily rate set out in this contract ONLY for billable days. The remuneration shall cover all the Contractor's expenses, except for travel expenses as described in paragraph 13 below.

13. BILLING FOR TRAVEL

Travel by the Contractor Personnel shall be authorised and reimbursed in accordance with JFTC Directive 60-50 – Travel on International Duty.

14. INVOICES

All invoices shall be provided by the Contractor in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Commercial Personnel Services shall contain, at a minimum:

- a. A breakdown of the Contractor Personnel;
- b. The billable days performed by each of them; and also
- c. Indicating travel, absences and other relevant information.

15. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JFTC FACILITIES

The Contractor shall ensure that the Contractor Personnel honour all JFTC Directives and further guidance by the Deputy Commander and Chief of Staff regarding the safety and management of JFTC.

16. WORK SPACE

If provided for in the SOW, JFTC will provide working spaces for the Contractor Personnel. Should these spaces not be considered adequate by the Contractor, the Contractor will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.

17. REPRESENTATION OF JFTC/NATO

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

18. OWNERSHIP OF WORK PRODUCTS

All products created by the Contractor Personnel under this Contract are to be original and are the property and under the copyright of JFTC, unless otherwise specifically stated in this Contract.