

SA RFP JATEC 04-26

REQUEST FOR PROPOSAL

INNOVATION AND EXPERIMENTATION MANAGER CONTRACTOR
SERVICES

13 July 2026

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PART I - BIDDING INSTRUCTIONS

1. General

The purpose of this Request for Proposal is the competitive selection of the lowest priced compliant bidder offering services for Innovation and Experimentation Manager Contractor Services. The result of this bidding will be Commercial Personnel Services Contract in accordance with the JATEC Special Terms and Conditions for Commercial Personnel Services Contracts.

2. Classification

This RFP is an UNCLASSIFIED document.

3. Definitions

- a) The term "Potential Bidder", shall refer to the entity that intends, without commitment, to participate in this RFP.
- b) The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this RFP.
- c) The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this RFP.
- d) The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JATEC.
- e) "Man-day" is one person's working time for a day, or the equivalent, used as a measure of how much work or labor is required or consumed to perform some tasks.
- f) The term "ACT" shall refer to the Allied Commander Transformation located in Norfolk, USA.
- g) The other definitions are explained in Paragraph 1 of Part II of this RFP.

4. Eligibility

This RFP is opened to governmental or commercial entities that:

- a) Originate and are chartered/incorporated within NATO member nations.
- b) Contractor personnel performing services under the contract must be citizens of a NATO nation, having appropriate professional training and experience in related field(s), and meet applicable criteria for personal security clearance.

5. Exemption of taxes

In accordance with Article VIII of the Paris Protocol dated 28 August 1952 and Art. 17 of the Supplementary Agreement between the Government of the Republic of Poland and Headquarters, Supreme Allied Commander Transformation and the Supreme Headquarters Allied Powers Europe to the Protocol on the status of International Military Headquarters set up pursuant to the North Atlantic Treaty, dated 9 July 2016, goods and services under this Contract are exempt from taxes, duties and similar charges.

6. Terms and Conditions of the Bid

All the terms and conditions of a bid are deemed to be accepted by the Bidder and incorporated into the Bidder's proposal submission. It is JATEC's intention that the General and Special Terms and Conditions stated in this bid and the successful Bidder's response to this bid will form the contract between JATEC and the successful Bidder.

7. Amendment or Cancellation

- a) JATEC reserves the right to amend or delete any one or more of the requirements, terms, conditions or provisions of the SA RFP prior bid closing. A solicitation amendment or amendments shall announce such an action.
- b) JATEC reserves the right to cancel, suspend or withdraw and re-issue this SA RFP, either partially or in its entirety, at any time. No legal liability on the part of JATEC shall be considered for recovery of costs in connection with bid preparation. All efforts undertaken by any bidder shall be made considering and accepting that no costs shall be recovered from JATEC.

8. Clarifications to the Solicitation

- a) Potential Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of terms, clause, provision or specifications of this RFP, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 14 calendar days before bid closing date. The Contracting Officer is under no obligation to answer questions submitted after this time.
- b) Information in response to a request for clarification to a potential bidder shall be furnished to all potential Bidders as a Question and Answer (Q&A) amendment (except for the identity of the questioner). All such amendments shall be incorporated into this RFP and published on the JFTC website as part of this solicitation. Published answers issued by the Contracting Officer shall be regarded as the authoritative interpretation of the RFP. Oral interpretations shall not be binding unless confirmed in writing by the Contracting Officer.
- c) The [Frequently Asked Questions](#) (FAQ) published on the JFTC official website contain answers to some of the commonly asked questions. The aim of FAQ is to help the potential bidders to understand bidding process. Please peruse them first.

9. Bid Closing Date

- a) Bids shall be received at the JFTC Contracting Office, no later than **17 August 2026**, 13:00 hours, Central European Time. No bids shall be accepted after this time and date.
- b) Written and duly justified requests for extensions of the bid closing date shall be submitted directly to the Contracting Officer and may be granted at his discretion. Such requests must reach the Contracting Officer not later than 14 calendar days prior bid closing date. When extensions of the bid closing date are granted, the Contracting Officer will immediately advise all the potential offerors by publishing it on the JFTC website, and when possible, by sending the notification via email.

10. Bid Validity

- a) Bids shall be irrevocable for a period of ninety days (90) from the applicable closing date set forth within this RFP.
- b) In order to comply with this requirement, the bidder shall complete the Certificate of Bid Validity set forth in Enclosure 7. Bids offering less than the period referred to above for acceptance by the Contract Award Committee may be determined as non-compliant.
- c) The JATEC will endeavor to complete the evaluation and make an award within the period referred to above. However, should that period prove insufficient to render an award, the JATEC reserves the right to request an extension of the period of validity.
- d) Upon notification by the Contracting Officer of such a request for a time extension, the bidders shall have the right to:
 - a. accept this extension of time in which case bidders shall be bound by the terms of their offer for the extended period and Certificate of Bid Validity extended accordingly; or
 - b. refuse this extension of time and withdraw the Bid.
- e) Bidders shall not have the right to modify their Bids due to Contracting Officer request for extension of the Bid validity unless expressly stated in such request.

11. Contents of Proposal

The proposal must consist of the following:

- (a) A table of contents for the entire proposal (Enclosure #1);
- (b) Compliance Statement (Enclosure #2);
- (c) Company Price Proposal (Enclosure #4);
- (d) Certificate of Bid Validity (Enclosure #5);
- (e) Certificate of Independent Determination (Enclosure #6);
- (f) Certificate of Exclusion of Taxes and Charges (Enclosure #7);
- (g) Statement of Absence of Conflict of Interest (Enclosure #8);
- (h) Certificate of Legal Name of Bidder (Enclosure #9).
- (i) Proposals for suitable named candidates that meet all requirements defined in the Statement of Work (SOW). Bidders shall fill Enclosure 3 and outline how compliance is achieved and specifically reference the information within the relevant supporting documentation. Index of supporting documentation is mandatory.

12. Proposal Submission

- a) The proposal shall be made in English language. Any documents supporting the bid that are not translated into English language shall not be considered eligible and may result the bid to be administratively not complaint. Self-translation of non-English language documents into English language will be accepted.
- b) Bids must be submitted electronically as three (3) separate e-mails sent to Contracting Officer (ryszard.piasecki@nato.int):

- **Email 1 – containing one single PDF Administrative Proposal**
 - **Email 2 - containing one single PDF Price Proposal**
 - **Email 3 – containing one single PDF Technical Proposal**
- each of them properly identified (including bidder name).**

No hard copy proposals are required or will be accepted.

- c) The email title shall clearly cite the RFP solicitation reference number and identify if it is Technical/Administrative or Pricing.
- d) The Administrative, Technical and Price Proposals shall be sent as separate PDF files compressed to minimise the size. There shall be one file per Volume with all documents/enclosures combined.
- e) It is strictly required that bids are presented in the correct format and include all documents necessary to enable JATEC to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.
- f) **The Technical Proposal must not exceed 25 pages in total. Text must be written in Arial, font size 10. The Technical Proposal must be submitted in A4 format as single searchable PDF file. The total Technical Proposal size must not exceed 17 MB.** Technical Proposal exceeding these limits will be deemed as administratively not compliant and will not be evaluated further.
- g) **Partial bidding is permitted.**
- h) Quotations shall be made as net prices in the National Currency of the Bidder.
- i) For the price comparison all quoted prices will be converted by the Contracting Officer into PLN based on the Bank Pekao S.A. selling exchange rates at close of business of the last working day preceding the Bid Closing Day.
- j) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- k) No oral bids or oral modifications or telephonic bids shall be considered.
- l) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

13. Late Proposals

- a) It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches the JFTC prior to the established closing date and time. None of the late bids shall be accepted.
- b) The date and time of delivery of the last e-mail with proposal submitted by the Bidder to the mailbox provided above in point 12.f) will be considered for establishing delivery time.
- c) A bid is considered "received" only when all three volumes (Administrative, Technical, Price) are received in the designated mailbox. If any volume is received after the Bid Closing Date/Time, the entire bid will be treated as late and will not be considered.

14. Bid Withdrawal

A bidder may withdraw their bid up to the date and time specified for bid closing. Such withdrawal must be completed in writing, with attention to the Contracting Officer.

15. Bid Evaluation

- a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance of the services requested shall at the discretion of JATEC. JATEC is not responsible for any content that is not clearly identified in any proposal package.
- b) The Bidder is to submit valid and recognised documents to prove that dedicated personnel possess the required qualifications. Evaluation and determination of administrative responsiveness and technical compliance will be performed by JATEC in accordance with the evaluation criteria stated in this SA RFP and documented in the evaluation record.
- c) The following rules apply to submitted reference letters (including letters of appreciation, etc.):
 - (1) The reference letter must include the exact dates during which the signatory worked with or supervised the bidder/proposed contractor.
 - (2) The signatory must include their job title and role during the period of supervision including valid contact information (work email and phone number).
 - (3) The signatory must sign a declaration attesting that the information provided is truthful and accurate to the best of their knowledge.
 - (4) Reference regarding work performed outside the period during which the signatory worked with or supervised the bidder/proposed will be disregarded.
 - (5) References may be subject to random audits, and discrepancies between the information provided and verified records will result in bid disqualification.
- d) Prior to the commencement of the Technical and Price Evaluation, Bids will be reviewed for administrative compliance with the Bid Submission Requirements of this RFP. These are as follows:
 - (1) The Bid was received by the Bid Closing Date and Time.
 - (2) The Bid is complete, i.e., contains separate PDF files with administrative, technical and price volumes sent as three separate emails, as described in point 12.c. above.
 - (3) The Bidder has submitted scans of originally signed copies of the required certificates and statements and provided all other required Enclosures.
 - (4) The Bid is made in English language. Any documents supporting the bid that are not translated into English language (self-translation will be accepted) shall not be considered eligible.
 - (5) The Technical Proposal volume of pages and size are within limits defined in point 12. above.
 - (6) The Technical Proposal is complete and meets the purpose of this RFP.

A Bid that fails to conform to one or more of the above requirements will be declared non-compliant and shall not be evaluated further by JATEC (selection criteria: pass or fail).

- b) Determination of Technical Compliance (selection criteria: pass or fail).

- c) Upon determination that the technical volume is responsive and technically compliant, such offers shall be approved to the final phase of bidding process which is the evaluation of price proposals.
- d) Successful cost price criteria (Lowest Price Technical Compliant Offer). The Contracting Officer shall record the price proposals for the Technically Compliant Offers only. No deviation from proposed pricing is authorised.

16. Clarifications of Proposals

Clarifications may be used only to resolve ambiguities or clerical/administrative errors and shall not permit a bidder to cure substantive noncompliance, revise the technical approach, substitute key personnel, or change price.

17. Award

- a) JATEC shall award the contract to Bidder, whose conforming proposal represents the lowest priced compliant offer.
- b) The contract award date is anticipated before 31 August 2026.
- c) JATEC reserves the right to withdraw the award of the contract to a successful Bidder within 30 days of the award if in the opinion of JATEC the successful Bidder is unable or unwilling to enter a form of contract satisfactory to JATEC. JATEC shall be entitled to do so without any liability being incurred by the JFTC to the Bidder.

18. Disputes

Disputes will be settled between the bidder and the Contracting Officer by mutual agreement through negotiation, while respecting and observing NATO regulations and policies.

19. Communications

- a) All communication related to this RFP, between potential bidder and the JATEC shall be only through the Contracting Officer. Designated contracting staff shall assist the Contracting Officer in the administrative process. There shall be no contact with other JATEC personnel regarding this RFP. Such adherence shall ensure fair and open competition with equal consideration and competitive footing leverage to all interested parties.
- b) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the bidding process or JATEC during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of its bid.

20. Point of Contact

Ryszard PIASECKI, Contracting Officer
ryszard.piasecki@nato.int

Joint Force Training Centre
BUDFIN – Contracting Office
Szubinska 2 street
85-312 Bydgoszcz, Poland

and

Tomasz Kopytowski, Buyer
tomasz.kopytowski@nato.int

Joint Analysis, Training and Education Centre
BUDFIN
Potockiego 14 street
85-309 Bydgoszcz, Poland

PROPOSAL CHECKLIST

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ADMINISTRATIVE

- ☐ Bidder's full name, address, POC, telephone number, e-mail address.
- ☐ Compliance Statement (Enclosure #2).
- ☐ Certificate of Bid Validity (Enclosure #5)
- ☐ Certificate of Independent Determination (Enclosure #6)
- ☐ Certificate of Exclusion of Taxes and Charges (Enclosure #7)
- ☐ Statement of Absence of Conflict of Interest (Enclosure #8)
- ☐ Certificate of Legal Name of Bidder (Enclosure #9)

TECHNICAL

- ☐ Technical proposal, including:
 - ☐ Technical Evaluation Matrix for proposed SMEs (Enclosure #3)
 - ☐ Index of Supporting Documentation
 - ☐ Supporting Documentation for proposed SMEs (relevant certificates, CV, diplomas, letters of appreciation, confirmation letters etc.)

PRICE

- ☐ Price Proposal (Enclosure #4)

COMPLIANCE STATEMENT

It is hereby stated that our Company has read and understood all documentation issued as a part of the SA RFP JATEC 04-26. There are no further questions or requests for clarifications regarding this RFP.

Company: _____ Signature: _____

Name & Title: _____ Date: _____

The proposal of our Company submitted in response to the referenced solicitation is fully compliant with the provisions of SA RFP JATEC 04-26, and the intended contract with the following exception(s); such exemptions are considered non substantial to the JATEC solicitation provisions issued.*

Clause	Description of Minor Deviation
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(If applicable, add another page)

Company: _____ Signature: _____

Name & Title: _____ Date: _____

Company Bid Reference: _____

* Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the RFP and all future clarifications and/or amendments. The Bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non-substantial deviations may be accepted. Substantial changes shall be considered non responsive.

TECHNICAL EVALUATION MATRIX

INNOVATION AND EXPERIMENTATION MANAGER

..... (Name and Surname)

#	Criteria	JFTC Evaluation (C/N)	Comments (Bidder shall complete each section below outlining how compliance is achieved and specifically reference the information within the proposal [index/page/para] that demonstrates compliance with the criteria)
1	Minimum 5 years of relevant professional experience in defence, security, government, international organization, military, innovation, experimentation, capability development, or programme/project support		Sample: <i>Compliance narrative: ...</i> <i>Unequivocal reference evidenced by:</i> <i>Index item #, Proposal page #</i> <i>Index item #, Proposal page #</i>
2	Minimum 3 years of experience supporting innovation, experimentation, testing, demonstrations, trials, capability assessment, operational analysis, or emerging technology activities		
3	Experience working in a NATO, military, Ministry of Defence, multinational, international security, or comparable stakeholder environment		
4	Demonstrated experience coordinating multiple stakeholders, including technical experts, operational users, programme staff, and senior decision-makers		
5	Demonstrated experience producing professional staff products such as reports, briefings, SOPs, trackers, templates, evidence packages, or analytical summaries		

6	Demonstrated experience supporting events such as workshops, working groups, demonstrations, exercises, wargames, trials, or stakeholder coordination meetings		
7	Native English language speaker or individual presenting very good command of spoken and written English, with a proven ability to communicate effectively orally and in writing at the level of (SLP) NATO STANAG 6001 - 3333 (Listening, Speaking, Reading and Writing). <i>The Bidder must provide supporting document(s)/evidence per SOW 6.2.2.</i>		

MANDATORY PRICE PROPOSAL

On behalf of (**Insert: Company Name**) please find the Price Proposal submitted in accordance with the terms and conditions stated in SA RFP JATEC 04-26 and solicitation provisions.

INNOVATION AND EXPERIMENTATION MANAGER

..... (Name and Surname)

BASE PERIOD* (77 man-days, if started on 01 September 2026)	Option Period* (153 man-days)
Rate per man-day:	Rate per man-day:
Total for 77 man-days:	Total for 153 man-days:

Grand Total Net Price** _____ **Currency** _____

**For details please refer to SOW point 3.2.*

***The proposed daily rates must be **fully "loaded"** and they must include per diem (meals, lodging and incidentals).*

Please verify and acknowledge propriety of above by duly completing signatures below.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....			

CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our original offer as modified by our revised proposal will remain valid for a period of ninety days (90) from the applicable closing date set forth within SA RFP JATEC 04-26.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....			

CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other bidder or with any competitor;
 - b. The contents of this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made, or will be made by the bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
2. Each person signing this Bid shall also certify that he/she is the person in the bidder's organisation responsible within that organisation for the decision as to the Bid and that he has not participated and will not participate in any action contrary to 1.a. through 1.c. above, or:
 - a. They are not the person in the bidder's organisation responsible within that organisation for the Bid but that they have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1.a. through 1.c. above, and as their agent does hereby so certify, and
 - b. They have not participated and will not participate in any action contrary to 1.a. through 1.c. above.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....			

CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES

I hereby certify that the prices offered in the price proposal of this Bid exclude all taxes, duties and customs charges from which JATEC has been exempted by international agreements.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....			

STATEMENT OF ABSENCE OF CONFLICT OF INTEREST

I, the undersigned, **being the authorised signatory** for the above-mentioned company for the SA RFP JATEC 04-26, hereby solemnly declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and implementation of the contract. In the event of the contract being awarded to us, we commit ourselves to act with complete impartiality and in good faith in what concerns its performance and outcome.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....			

CERTIFICATE OF LEGAL NAME OF BIDDER

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

Full Name of Bidder	
Division (if applicable)	
Sub-Division (if applicable)	
Official Mailing Address	
Email address	
Point of Contact regarding this Bid	
Name	
Position	
Phone	
Alternative Point of Contact	
Name	
Position	
Phone	

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....			

PART II – GENERAL AND SPECIAL CONTRACT TERMS AND PROVISIONS

**JATEC Special Terms and Conditions
for Commercial Personnel Services Contracts**

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6. Coordination of Delivery of Service
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10. Deficient Performance
11. Contractor Responsibility for Contractor Personnel
12. Billing
13. Billing for Travel
14. Invoices
15. Instructions for safety and management of the JATEC facilities
16. Workspace
17. Representation of JATEC/NATO
18. Ownership of Work Products

1. SCOPE

These Special Terms and Conditions address all issues pertaining to Commercial Personnel Services in support of the Joint Analysis, Training and Education Centre (JATEC) to be rendered by the Contractor under this Contract, thereby taking precedence over the JATEC 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 JATEC. 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 JATEC 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 number 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 JATEC.

d. JATEC Workdays

Mondays through Fridays except for JATEC Holidays. There are approximately 15 JATEC Holidays during the calendar year. The number of JATEC Holidays may vary from year to year.

e. JATEC Operating Hours

From Monday to Friday between 8:00 and 16:30 CET.

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 JATEC workdays 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 JATEC Workdays and during JATEC Operating Hours.

5. EXCEPTIONS FROM THE DELIVERY OF SERVICE

Under exceptional circumstances, i.e. during the execution of the Program of Work events 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

To ensure balanced professional performance of the Contractor Personnel during their performance for JATEC, 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 JATEC 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 JATEC 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 long term illness affect the performance of a JATEC project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual. JATEC 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 applicable local Travel on International Duty directive).

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 JATEC in advance.

d. Non-performance

Personal leave, closing of the Headquarters by the order of the JATEC leadership, sickness, company coordination, company reports, training not required or ordered by JATEC, breaks (except the mid-day break), internal social events (except for the obligatory participation in official JATEC events, as ordered by the JATEC leadership) 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 JATEC, the Contractor may be reimbursed the insurance costs by JATEC, if so decided by the JATEC leadership.

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 the applicable local Travel on International Duty directive.

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
- c. Indicating travel, absences and other relevant information.

15. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JATEC FACILITIES

The Contractor shall ensure that the Contractor Personnel honour all JATEC Directives and further guidance by the JATEC leadership regarding the safety and management of JATEC.

16. WORKSPACE

If provided for in the SOW, JATEC 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 JATEC/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 JATEC/NATO. Contractor Personnel shall not take decisions or commitments for JATEC/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 JATEC, unless otherwise specifically stated in this Contract

JATEC General Contract Terms and Conditions

01 January 2026

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1. DEFINITIONS

As used throughout this Contract, the following terms shall have meanings as set forth below:

- d) "JATEC" means The Joint Analysis, Training and Education Centre and is a joint NATO–Ukraine organization activated by order of the North Atlantic Council on December 16th, 2024. JATEC is part of the NATO Command Structure and directly subordinate to Headquarters, Supreme Allied Commander Transformation (HQ SACT). Remaining legal personality rests with HQ SACT. JATEC is located at 14 Bronislawa Potockiego Street, 85-309 Bydgoszcz, Poland, and holds Tax ID Number: 1020001782.
- e) The Contracting Officer means the person executing and managing this Contract on behalf of JATEC.
- f) The Contracting Officer Technical Representative (COTR) means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the Contract.
- g) The North Atlantic Treaty Organization is hereafter referred to as "NATO".
- h) NATO information for the purpose of the Contract means all information, classified, and unclassified, or not classified, circulated within NATO, whether such information originates in NATO civil or military bodies or is received from NATO member nations or from non-NATO sources and which is obtained by the Contractor during the performance of the Contract.
- i) The term "days" shall be interpreted as meaning calendar days.
- j) Contract Effective Date (CED) is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

2. APPLICABLE LAW

Except as otherwise provided in this Contract, this Contract shall be governed, interpreted and construed with the laws of the Republic of Poland.

3. ASSIGNMENT

This Contract is not assignable by the Contractor either in whole or in part unless agreed in writing by the Contracting Officer in accordance with the following reservations:

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing by the Contracting Officer.
- b. Contractor and its sub-Contractors shall be limited to citizens or legal entities of member nations of NATO and performing therefrom, unless specifically authorized by the Contracting Officer.

- c. The Contractor shall, consistent with paragraph 8, ensure that any Subcontractor proposed for the furnishing of supplies or services, which involves access to NATO RESTRICTED information and above, holds the appropriate facility security clearance (FSC) granted by the Subcontractor's national authorities, which is still in effect, prior to being given access to such classified information. Such FSC must remain in effect for the duration of the subcontract.

4. ACCEPTANCE

- a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract.
- b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which JATEC acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:
 - Availability at final destination of all deliverables.
 - Successful completion of acceptance testing.
 - Verification of the inventory.
 - Satisfactory completion of all training or other services, if any, required by that date.
 - Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.
- c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

5. SERVICE AND PARTS AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Contractor and his sub-Contractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.

6. PREFERRED CUSTOMER

- a. The Contractor warrants that the prices set forth in this Contract are as favourable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the Contract under similar conditions. In the event that prior to complete 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 JATEC and the prices of such items shall be correspondingly reduced by a supplement to this Contract.

- b. Prices in this sense means "Base Price" prior to applying any bonuses.

7. NOTICE OF SHIPMENT

- a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.
- b. The following information shall be included in such notification:
 - (1) Contract number
 - (2) Shipping address
 - (3) From: (Name and complete address of consignor)
To: (Name and complete address of consignee)
 - (4) Listing of supplies by Contract Items(s)
 - (5) Number of and marking on packages(s)
 - (6) Weight and dimensions of packages(s)
 - (7) Name and address of Carrier, mode and date of shipment with waybill number
 - (8) Customs documents required by the Contractor (if applicable)

8. SECURITY

- a. The Contractor shall comply with all security requirements prescribed by NATO Policies, JATEC directives and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
- b. Consequently, the Contractor shall ensure that it, and its Subcontractors, possess, or obtain upon award, a Facility Security Clearances, if required, and that all individuals working on JATEC requirements possess valid personnel security clearances, as required. All individuals working on such a contract, regardless of their status, must be sponsored/employed by a company that possesses its own Facility Security Clearance, whether the company is performing as the Prime Contractor or Subcontractor. Contractors shall clearly identify the current or intended status of individuals serving, or proposed to serve, on a JATEC contract (e.g., employees, subcontractors, etc.).
- c. Further, the Contractor shall be responsible for safeguarding NATO classified information, material and equipment entrusted or generated in connection with the performance of the Contract.
- d. Any known or suspected breaches of security or other matters of security shall be reported immediately by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.

- e. The Contractor shall request Contracting Officer's approval before subcontracting any part of the work, if the subcontract would involve the Subcontractor in access to classified information. The Contractor shall place the Subcontractor under security obligations no less stringent than those applied to the prime Contractor.

9. CONFIDENTIALITY

- a. Except as foreseen under the Contract, required under applicable law, or as otherwise expressly permitted, Contractor and Contractor's employees must not disclose non-public NATO information obtained during the performance of the Contract to any third party. The Contractor will limit the disclosure of the NATO Information to those performing the Contract who reasonably require access to such data for the purposes of performing Contractor's obligations under the Contract and will ensure that non-disclosure provisions are part of Contractor's employees employment contracts. The Contractor will not use any NATO Information for any purpose other than performing the obligations under the Contract.
- b. JATEC may require that individual non-disclosure agreements regarding specific Contract implementation requirements be signed between Contractor and JATEC. Such non-disclosure agreements form part of the Contract and Contractor's employee(s) will acknowledge the non-disclosure obligations in writing.
- c. Except when clearly identified as commercial-in-confidence, all Contractor information and data related to any part of the performance of the Contract, including Contractor's name, deliverables, performance reports, and alike, may be shared within NATO.
- d. Unless otherwise expressly stated by JATEC, all NATO Information received or created during the performance of the Contract must be returned or destroyed by Contractor and accordingly Contractor must certify, if requested, such destruction in writing, after the Contract has ended or otherwise at such time as JATEC or its authorised representative may direct.
- e. The obligations arising under this paragraph survives the termination of any relationship between the parties.

10. PERSONAL DATA PROTECTION

- a. In situations of personal data transfer, the Contractor will fully comply with all relevant NATO policies, regulations and directives and ensure that the necessary protection measures are in place. The personal data transferred under the Contract will be clearly defined and identified in a separate annex to the Contract. At all times the Contractor will inform ACT's contracting authority in writing about any actual or suspected breaches of data occurring under the Contract, including any security breach affecting the security of the personal data, without undue delay.

11. INSPECTION

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the

most suitable grade of their respective kinds for the purposes intended, commensurate with accepted practices and industry standards.

- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by JATEC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, JATEC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.
- d. If any inspection or test is made by JATEC on the premises of the Contractor or sub-Contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to COTR in the performance of their duties. If JATEC inspection or test is made at a point other than the premises of the Contractor or a sub-Contractor, it shall be at the expense of JATEC except as otherwise provided in this Contract. In case of rejection JATEC shall not be liable for any reduction in value of samples used in connection with such inspection or test. JATEC reserves the right to charge to the Contractor any additional cost of JATEC inspection and test when supplies are not ready at the time of such inspection, when test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on JATEC therefore.
- e. The inspection and test by JATEC of any supplies 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. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

12. OWNERSHIP

Unless specified elsewhere in this Contract, ownership and title to services, deliverables or supplies furnished under this Contract shall pass to JATEC upon acceptance, regardless of when or where JATEC takes physical possession.

13. WARRANTY AND GUARANTEE

- a. The Contractor is liable vis a vis JATEC for any and all faults or defects depreciating value or affecting the usability of the delivered product and depreciating or compromising the standards as defined in the Contract, or by Polish Law.
- b. The Contractor is obliged to, during a warranty period of 12 (twelve) months from the date of delivery and acceptance, to remove or repair physical defects in the product, no matter if the defect or fault occurs after the date of delivery and acceptance, provided that the condition, which causes the defect or fault, existed on the day of delivery and acceptance – but was not discovered and recorded in the protocol.

- (1) The warranty applies to all faults or defects as described in this paragraph, and reported by JATEC in accordance as stated below, before the expiry of the warranty period.
- (2) In case the Contractor is unable to remove or repair faults or defects occurring within the warranty period, JATEC is entitled to:
 - reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the product;
 - if the fault or defect affects the general usability of the product, set aside and declare the Contract void and subject to compensation, or request another company to do the remaining and necessary works at Contractor's expense.
- (3) JATEC is obliged to notify the Contractor in writing, of any fault or defect no later than 7 (seven) days after JATEC has identified or discovered the fault or defect.
- (4) The parties will jointly inspect the fault or defect, and their findings and conclusions are to be jointly recorded. The obligation to call for joint inspection rest with JATEC. JATEC will in writing give the Contractor 7 (seven) days prior notice of the time and place for a joint inspection, along with an outline of the fault(s) or defect(s), the impact on the usability of the product, and a deadline for repairing the fault or defect.
- (5) Repairing of the defect should be reported in a protocol.
- (6) The Contractor issues a guarantee on the product for a period of 24 months, from the date of delivery and acceptance, certifying that the product fulfils the agreed standards. Under the guarantee the Contractor is obliged to repair or put into working order any fault or defect at Contractor's own expense, no matter when JATEC – within the period of the guarantee - notifies Contractor of the fault or defect. All repair work will be granted the same guarantee of 24 months, from the date of delivery and acceptance of the repair work.
- (7) Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period of 12 months starting at the time the part is received back at the user's location.
- (8) In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
- (9) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Dispute" clause of this Contract.
- (10) The word "supplies" as used herein includes related services.
- (11) The rights and remedies of JATEC provided in this clause are in addition to and do not limit any rights afforded to JATEC by any other clause of the Contract.

14. INVOICES

- a. The Contractor shall submit an invoice in original or electronic form, if authorized, to the address designated in the Contract to received invoices. All invoices shall be submitted no later than 30 days upon completion of work or services performed. Standard Payment Terms are NET 30 days.

- b. An invoice must include:
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Purchase Order number and Purchase Order or Contract line item number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- c. All invoices shall be certified by the signature of a duly authorized company representative.
- d. Invoices provided by Contractors registered in Poland must specify all applicable taxes and duties.
- e. Invoices for Contractor Travel shall include:
- (1) Contractor name;
 - (2) Date of Travel;
 - (3) Number of days;
 - (4) Destinations.
- f. All invoices shall be submitted to:
- Joint Analysis Training and Education Centre
BUDFIN
14 Bronisława Potockiego Street
85-309 Bydgoszcz,
POLAND*
- g. Electronic Fund Transfer is the prescribed method of payment for JATEC. Contractors are requested to submit copies of banking information (Supplier Registration Form) available at www.jftc.nato.int. Such information shall be submitted to JATEC 14 days prior to any contract award.

15. PAYMENT

Payment shall be made for items accepted by JATEC that have been delivered to the delivery destinations set forth in this Contract. Payments under this Contract may be made by JATEC by electronic funds transfer payments. In the event the Contractor, during

the performance of this Contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by JATEC thirty (30) days prior to the date such change is to become effective. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by JATEC, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the specified payment date when an electronic funds transfer payment is made.

16. TAXES

The Contract shall exclude all taxes and customs charges. Prices quoted by the Contractors registered in Poland shall include all taxes and will be subject of the reimbursement by Polish authorities.

17. EXCUSABLE DELAYS

The Contractor shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of JATEC in its sovereign or contractual capacity, fires, force majeure (i.e. floods, epidemics, quarantine restrictions, strikes, unusually severe weather), and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

18. INDEMNITY

The Contractor shall indemnify and hold JATEC, its officers, employees and agents harmless from any and all claims, liabilities, damages and losses, including such claims arising from:

- a. any personal injury or damage of any property arising out of or in any way connected with any act or omission by the Contractor in the provision of services under this Contract, unless it is caused by negligence on the part of JATEC and/or JATEC's employees;
- b. any claim by any third party that the work or materials provided hereunder infringes a right or a claim including copyright, patent, trade secret or other intellectual property and contractual right of such third party.

19. DISPUTES

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce their decision to writing and mail or otherwise and furnish a copy thereof to the Contractor. The decision of JATEC shall be final and conclusive unless, within thirty (30) days from the date of receipt, the Contractor furnishes to JATEC a written appeal, which will be decided by ACT Financial Controller. In connection with any appeal of JATEC decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer documentary evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. ACT Financial Controller decision is final.

20. TERMINATION FOR CONVENIENCE

JATEC reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and sub-contractors to cease work. Subject to the terms of this Contract, the Contractor shall be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of JATEC using its standard record keeping system have resulted from the termination. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph 19 d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give JATEC any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

21. TERMINATION FOR DEFAULT

- a. JATEC may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this Contract, or does not make adequate progress such that failure endangers performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event JATEC terminates this Contract in whole or in part as provided in paragraph a, of this clause, JATEC may procure supplies or services similar to those so terminated and the Contractor shall be liable to JATEC for any excess costs for such

similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

- c. Except with respect to defaults of sub-Contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. 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 liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If this Contract is partly terminated as provided in paragraph a. of this clause, JATEC, in addition to any other rights provided in the clause, may require the Contractor to transfer the ownership and deliver to JATEC in the manner and to the extent directed by the Contracting Officer:
 - (1) Any completed supplies and
 - (2) Such partially completed supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which JATEC has an interest. Payment for completed supplies delivered to and accepted by JATEC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JATEC and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Dispute". JATEC may withhold in accordance with Polish Civil law from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Officer determines to be necessary to protect JATEC against loss.
- e. 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, if the Contract contains a clause providing for termination for convenience of JATEC, be the same as if the notice of termination had been issued pursuant to such clause. 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 if this Contract does not contain a clause providing for termination for convenience of JATEC 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 concerning a question of fact within the meaning of the clause of this Contract entitled "Dispute",

- f. Both parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practice applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

22. LIMITATION OF LIABILITY

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to JATEC for consequential damages resulting from any defects or deficiencies in accepted items.

23. EXPORT CONTROL

The Contractor warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Contractor require export pre-approval JATEC legal staff will be provided a preview of said companies request PRIOR to the companies submission to a Government entity. Upon validation of request by JATEC Legal staff, subject agreement or request may be submitted to appropriate authority.

24. RISK OF LOSS

Unless the Contract specifically provides otherwise, risk of loss or damage to the supplies provided under this Contract shall remain with the Contractor until, and shall pass to JATEC upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- b. Delivery of the supplies to JATEC at the destination specified in the Contract, if transportation is f.o.b. destination.

25. AUTHORIZATION TO PERFORM

- a. The Contractor warrants that he and his sub-Contractors have been duly authorized to operate and do business in the country or countries in which this Contract is to be performed; that he and his sub-Contractors have obtained all necessary licenses and permits required in connection with the Contract; that he and the sub-Contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this Contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon JATEC.
- b. Contractors and subcontractors are required to obtain a Facility Security Clearance if undertaking a contract involving access to and/or generation of Information Classified NATO RESTRICTED and above. The Contractor warrants that it and its subcontractors have obtained, or will initiate upon award, the necessary Facility Security Clearances from their respective National Security Authorities.

26. PERFORMANCE

Candidates/Contractors who accept JATEC issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of Contract period of performance. Contracts with performance periods having less than 180 days in totality shall require Contractors to serve a minimum of 50% of estimated performance period. Should a Candidate vacate the Contract in less time than described, JATEC reserves the right to cancel the Contract in whole or part. Replacement candidates, if acceptable to JATEC, shall be reviewed by JATEC for compliance, and/or technical acceptance per the original Statement of Work and final acceptance by the Contracting Officer.

27. TRAVEL

- a. Travel by Contractors in support of the JATEC mission will only be performed when a member of the approved International JATEC Peacetime Establishment is unable to perform the mission.
- b. Since travel may be required during the period of performance, it will be up to the COTR to identify requirements, as well as to obtain NATO authorized travel orders for Contractor's personnel in accordance with the ACT Financial Manual, Section 24 and applicable to JATEC Directive "Travel on International Duty", including to obtain advance approval from the Contracting Officer on travel and per diem costs.
- c. Once Contractor travel has been established under a Contract and the Contractor is tasked to travel, the JATEC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
- d. The JATEC Travel Office will set the Transport Ceiling Cost and at that time the Contractor may elect to book their transportation with the JATEC Travel Office.
- e. Transport tickets purchased through the JATEC Travel Office will be paid by JATEC, and the applicable travel line of the Contract will be charged. These costs will not be invoiced by, or paid to, the Contractor company. When transport tickets are purchased through another source only the ceiling cost allocated by the JATEC Travel Office will be reimbursed to the Contractor company.
- f. Expenses for travel and per diem will be in addition to the firm-fixed-price hourly rates for contracted services presented herein. The Contractor will be reimbursed for travel expenses based on the NATO Group III daily subsistence allowance for meals, lodging, incidental expenses and any applicable overhead and/or fees in connection with the travel. When air or train transportation is utilised as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available to meet the requirement. JATEC is not responsible for any costs associated with e.g. initial travel to take up duties, travels for leave or holidays, and final travel from the normal duty station to home country.
- g. Within the scope of this Contract, Contractor Personnel are not required to travel outside the NATO/PfP Area. Should travel to Areas of Operation/s (AO) be required in order to comply with the tasks stated in this Contract, a separate annex will be concluded

between the parties. If the parties fail to reach an agreement and conclude an annex within 3 weeks from a date announced by JATEC, JATEC holds the right to terminate the entire Contract.

- h. The SUPPLIER should submit an invoice for travel within ten (10) working days after completion of the travel. Such invoice must contain copies of all relevant back-up documentation in addition to JATEC signed approval of the travel.
- i. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
- j. Upon termination or expiry of this Contract the deadline for submitting travel expense claims is one (1) month from the date of Contract termination or expiry.

28. PROPOSED CANDIDATES

No proposals shall be accepted or considered for candidates already assigned to an existing contract with JATEC, without the prior permission of the Contracting Officer

29. CONTRACTOR NOTICE REGARDING DELAY

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by JATEC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

30. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against JATEC on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to JATEC, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of JATEC except where the Contractor has agreed to indemnify JATEC.
- c. This clause shall be included in all sub-contracts.

31. HEALTH, SAFETY AND ACCIDENT PREVENTION

If the Contracting Officer 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 regulations, and the Contractor

fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

32. INSURANCE

The Contractor and any Subcontractor shall during the entire performance of this Contract and at its own costs hold adequate insurance to meet any liabilities related to the performance of this contract and be compliant with all applicable mandatory insurance requirements. Equally, the Contractor and any Subcontractor are required by this Contract to hold and provide proof of appropriate professional insurance (i.e., worker's compensation or equivalent), and health insurance for their employees, regardless where they perform under this Contract.

33. PATENT INDEMNITY

The Contractor shall indemnify JATEC and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this Contract, or out of the use or disposal by or for the account of JATEC of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by JATEC of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

- a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- c. A claimed infringement which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

34. INTELLECTUAL PROPERTY

Materials developed by the Contractor as part of this Contract to JATEC shall however become the intellectual property of JATEC, unless otherwise agreed in writing, without prejudice to the residual rights of the Contractor to use the same or similar materials on future occasions in connection with work carried out for JATEC. The Contractor will not in any way use, license, or allow third parties to use the results of the work procured or any portion thereof without the express prior written consent of JATEC.

35. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- a. Ownership of Work Product. JATEC is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the research performed under this agreement, including but not limited to inventions, derivative works, documents, reports, summaries, raw data, algorithms, charts, graphs, research results, methods, models, maps or drawings, tools, software (including source code), and other works which are created due to or as part of the research by JATEC, and including all patents, copyrights, trademarks, trade secrets and other work product (all of the above-described results and proceeds of the research are herein referred to as "Work Product") and shall be deemed to be work made for hire. Accordingly, JATEC may modify, protect, publish, incorporate into other documents, share with others, or otherwise use without restriction all aspects of the Work Product as JATEC deems fit in its sole discretion. Contractor will not in any way use, license, or allow third parties to use the Work Product or any portion thereof without the express prior written consent of JATEC.
- b. Technical data and software delivered under this Contract shall be marked with the number of this Contract, name of the Contractor and the rights transferred to JATEC.

36. PUBLICITY, PUBLIC RELATIONS, AND BRANDING

- a. Unless authorised in writing by the Contracting Officer, the Contractor shall not advertise or otherwise make public, including but not limited to photographs and films or public statements concerning this Contract, the fact that it is a contractor to HQ SACT [JATEC, JALLC, JFTC, JWC], or use the name, emblem, logo, official seal or any abbreviation of the HQ SACT [JATEC, JALLC, JFTC, JWC]. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.
- b. The Contractor shall ensure that all deliverables in support of the contract are consistent with NATO Approved Branding.

37. CODE OF CONDUCT

- a. The Contractor acknowledge and agree that the Contractor and Contractor's employees, agents, representatives, Subcontractors or any other parties delivering under the contract shall recognize and conduct themselves in a manner suitable for the purpose of this contract and in accordance with Allied Command Transformation (ACT) Standard of Personnel Conduct, directives, orders, and JATEC internal regulations..
- b. In particular:
 - 1) The Contractor warrants that it had no unfair advantage nor a conflict of interest when successfully being awarded this contract and shall further exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of JATEC.
 - 2) The Contractor certifies that neither it nor its agents, employees, or representatives have offered or given an illicit gratuity whatsoever to any JATEC personnel, with a view to securing a contract or favourable

treatment with regard to the award, modification or execution of this contract.

- 3) The Contractor shall not commit fraud as defined by the NATO-wide strategy on the prevention, detection and responses to fraud and corruption.
 - 4) Contractor and Contractor's employees will also not engage in any conduct that would constitute workplace harassment or discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to JATEC and NATO's code of conduct or related policies.
- c. In the performance of the contract, should sufficient information of conduct described above against the Contractor or Contractor's employees be brought to JATEC's attention, JATEC shall commence a review into the Contractor's or Contractor's employees' conduct in this regard in accordance with JATEC and/or NATO regulations, rules, policies and procedures.

38. SOFTWARE RELEASES AND UPDATES

- a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.
- b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to JATEC all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

39. PROHIBITION OF SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT

- a. The Contractor shall take all appropriate measures to prevent and respond to sexual exploitation or Sexual Abuse ("SEA") and Sexual Harassment ("SH") of anyone by its employees or any other persons engaged and controlled by the Contractor, or its Subcontractor, to perform any services under the contract, including but not limited to vetting its potential employees. In the performance of the contract, the Contractor shall comply with the standards of conduct set forth in the "The NATO Policy on Preventing and Responding to Sexual Exploitation and Abuse" of 20 November 2019.
- b. In particular, the Contractor and Contractor's employees shall not engage in any conduct that would constitute sexual exploitation or sexual abuse:
 - (1) Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Acts that constitute sexual exploitation include, but are not limited to, the exchange of money, goods or other commodities and or services, employment or any exchange of assistance that is due to the local population in exchange for sex, including sexual favours or other

forms of humiliating, degrading or exploitative behaviour. All such transactional sex, including the exploitation of the prostitution of others, is a form of sexual exploitation. Sexual relationships based on inherently unequal power dynamics are a form of sexual exploitation.

- (2) Sexual abuse is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Acts that constitute sexual abuse include, but are not limited to, any action or behaviour of a sexual nature that coerces, threatens or forces a person to engage in a sexual activity, or any unlawful sexual activity with a person under the age of eighteen (18).
- c. Contractor and Contractor's employees will also not engage in any conduct that would constitute sexual or workplace harassment:
 - (1) Sexual harassment is any unwelcome and unwanted behaviour of a sexual nature, whether verbal or physical that is offensive and creates a hostile or intimidating work environment.
 - (2) Sexual harassment may include unwelcome sexual advances, unsolicited requests for sexual favours, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. Sexual harassment is particularly egregious when it is linked with direct or implied threats or promises about career prospects ("quid pro quo" harassment).
 - (3) Sexual harassment may occur between persons of any gender who can be either the target or the perpetrators of sexual harassment.
- d. Contractor and Contractor's employees will also not engage in any conduct that would constitute workplace harassment or discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to ACT, HQ SACT and NATO's code of conduct policies.
- e. In the performance of the contract, should sufficient information of conduct described above against the Contractor or Contractor's employees be brought to JATEC's attention, JATEC, shall commence a review into the Contractor's or Contractor's employees' conduct in this regard in accordance with JATEC and /or NATO regulations, rules, policies and procedures.
- f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the contract. The Contracting Officer may terminate the contract without notice if it is found, after an inquiry instituted by JATEC, that illicit gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor, its agents, employees or representatives to JATEC personnel with respect to the award of this contract or to the taking of any decision regarding its execution.

- g. In addition, nothing herein shall limit the right of JATEC to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

40. ORGANISATIONAL CONFLICTS OF INTEREST (OCI)

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.
- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once OCI are identified, the primary burden of detecting, identifying and disclosing OCI to the Contracting Officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding OCI are:
 - (1) Preventing the existence of conflicting roles that might bias a contractor's judgment; and
 - (2) Preventing unfair competitive advantage. An unfair competitive advantage exists where a contractor competing for award of any contract possesses:
 - (3) Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
 - (4) Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.
- d. Contracting Officers and potential bidders shall analyse planned acquisitions in order to:
 - (1) Identify and evaluate potential OCI as early in the acquisition process as possible; and
 - (2) Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the OCI is not revealed prior to award.
- e. The Contracting Officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the Contracting Officer shall notify the Contractor, provide the reasons therefor, and allow the Contractor a reasonable opportunity to respond. If the Contracting Officer finds that it is in the best interest of JATEC to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the OCI to the Financial Controller. The waiver request and decision shall be included in the contract file.
- f. Obligations of the Parties.
 - (1) When a Contractor or Prospective Contractor becomes aware of the existence or potential for an OCI, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective

Contractors will be deemed to be aware of the existence or potential for an OCI when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential OCI.

- (2) If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

41. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

In the event of inconsistency between any terms of this Contract and any translation thereof into another language, the English language meaning shall control.

42. CONTRACT EFFECTIVE DATE

The effective date of the Contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

43. ENFORCEMENT

Failure by either party to enforce any provision of this Contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects if such invalid or unenforceable provisions were omitted.

44. ORDER OF PRECEDENCE

Any inconsistencies in the solicitation or Contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions; (2) General Terms and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other JATEC documents, exhibits and attachments; (6) addenda to this solicitation or Contract, including any license agreements for computer software, or other contract agreements.

45. ENTIRE AGREEMENT

This Contract sets for the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. JATEC shall not be bound by, and specifically objects to any term, condition, or other provision inconsistent with or in addition to any provision of this Contract that is submitted by the Contractor in any correspondence or any document unless JATEC specifically agrees to such provision in a written instrument signed by an authorized representative of JATEC.

PART III
TECHNICAL INFORMATION

STATEMENT OF WORK

for

INNOVATION AND EXPERIMENTATION MANAGER CONTRACTOR SERVICES

1. INTRODUCTION

The mission of the Joint Analysis, Training and Education Centre (JATEC) as one of the strategic pillars of the NATO - Ukraine evolving jointness is to provide for the NATO - Ukraine interoperability, to contribute to the development of NATO and Ukraine's transformation in defence, deterrence, crisis prevention, crisis management and cooperative security. The JATEC, as the first joint NATO-Ukraine civil-military organization, plays a transformative role in enhancing collective security. It serves as a catalyst for strengthening NATO-Ukraine relations and delivering rapid solutions and long-term benefits for both NATO and Ukraine

2. BACKGROUND AND SCOPE OF WORK

- 2.1. The Office of the Commander (O/COM) assists the Commander (COM) in executing roles and missions assigned by the North Atlantic Council (NAC), NATO-Ukraine Council (NUC), as well as those directed by the Supreme Allied Commander Transformation (SACT).
- 2.2. The Staff Advisory Group (SAG) provides a functional grouping of different competencies, including Legal, Engagement, Finance, Gender Advisor, and Liaison.
- 2.3. The Concept Development and Experimentation (CD&E) Branch is tasked in the JATEC Concept to, among other things:
 - Develop and implement a structured experimentation framework to evaluate and integrate innovative military concepts, technologies, and tactics derived from lessons learned in Russia's war against Ukraine, ensuring alignment with NATO standards and operational priorities.
 - Facilitate collaborative experimentation initiatives between Ukraine and NATO to enhance interoperability and operational readiness, leveraging joint exercises and real-world scenarios to validate new approaches.
 - Establish a systematic process for testing, validating, and integrating new operational concepts into NATO and partner frameworks, ensuring relevance to current and future operational environments.
 - Facilitate collaborative concept development between Ukraine, NATO, and Allied nations to address shared security challenges, ensuring the adaptability of new concepts across diverse operational environments.
- 2.4. CD&E also engages with and supports innovation activities within JATEC, which aim to:
 - Strengthen Ukraine's Defence Innovation Capacity: Enhance Ukraine's ability to develop and implement innovative defence solutions that align with international standards, fostering a sustainable national innovation ecosystem that supports national security and defence objectives.
 - Promote Collaborative Defence Partnerships: Facilitate strategic partnerships between Ukraine and NATO to drive innovation, share best practices, and ensure effective integration of defence capabilities, enhancing regional security and crisis management efforts
- 2.5. The Contractor shall provide Innovation and Experimentation Manager support to JATEC Project #14 by supporting NATO-Ukraine innovation activities, developing and maintaining testing and demonstration coordination mechanisms, supporting experimentation and analytical outputs, coordinating stakeholders and events, maintaining auditable workflow traceability, and producing required progress, synchronization, lessons identified, and close-out reports.

3. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

3.1. Type of Contract

This is a Commercial Personnel Services Contract in accordance with the Special Terms and Conditions for Commercial Personnel Services Contracts further referred to as the Special Ts & Cs. As such it is a Level of Effort contract with a maximum limit or fraction thereof as set forth in the Statement of Work. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor.

3.2. Period of Performance

The contract performance begins on the date of award (estimated 1 September 2026) until 31 December 2026 (base period) and will extend for a maximum duration of twelve (12) months, ending on 31 August 2027, or until the maximum labor ceiling is reached, whichever occurs first (option period).

The total number of billable working days across this entire 12-month period is strictly limited to a maximum of 230 man-days.

This ceiling spans the calendar year transition. For example, if the contractor utilizes 80 man-days between 1 September 2026 and 31 December 2026, a maximum of 150 man-days will remain available for the balance of the base period from 1 January 2027 through 31 August 2027.

If the actual contract award is delayed past 1 September 2026, the 230-day ceiling will be prorated downward based on the remaining days left in the 12-month performance window.

The contract option period may be exercised at the sole discretion of the Contracting Officer, based on satisfactory performance, availability of funds and ongoing/ evolving requirements.

4. TASKING AND DELIVERABLES

4.1. The Contractor, also referred to as the Innovation and Experimentation Manager, shall be individually assigned to the appropriate JATEC organisational element responsible for Innovation and Experimentation Management. The Innovation and Experimentation Manager shall:

4.2. Support NATO–Ukraine Innovation and Experimentation Activities, including:

- supporting execution and documentation of innovation challenges and experimentation events;
- compiling results into evidence packages;
- drafting governance arrangements, roles, responsibilities, meeting rhythm, and basic SOPs;
- preparing stakeholder linkage plans covering relevant NATO, Ukrainian, and national innovation pathways;
- preparing briefs, reports, and presentations related to innovation activities;
- Coordinating event execution.

4.3. Develop and Maintain the Testing and Demonstration Mechanism. The Contractor shall support development of a repeatable mechanism for coordinating testing and demonstration of candidate solutions in support of Ukraine, where feasible and authorized. This includes:

- developing and updating the testing roadmap;
- defining test objectives, prioritization logic, metrics, and data-capture approach;
- drafting and maintaining the testing and demonstration SOP;

- preparing templates, checklists, test cards, and reporting formats;
 - compiling approved movement, import/export, or process-support checklists without providing legal determinations;
 - consolidating materials into a version-controlled coordination package.
- 4.4. Support Experimentation and Analytical Activities, including:
- supporting experimentation planning and documentation;
 - capturing objectives, conditions, observations, lessons identified, and recommendations;
 - packaging experimentation results into decision-support products;
 - supporting preparation of wargaming outcome reports based on SME inputs;
 - developing synchronization assessments across testing, experimentation, and innovation outputs.
- 4.5. Coordinate Stakeholders, Schedules, and Inputs. The Contractor shall coordinate stakeholder inputs and schedules necessary to deliver the required outputs. This includes:
- coordinating with JATEC elements, Ukrainian stakeholders, NATO bodies, national pathways, and SMEs as directed;
 - supporting recurring coordination meetings;
 - maintaining action trackers, decision logs, and issue trackers;
 - ensuring stakeholder inputs are captured and reflected in deliverables;
 - supporting alignment with the JATEC project calendar and relevant milestones.
- 4.6. Support Events, Workshops, Demonstrations, and Meetings. The Contractor shall support planning, execution, and follow-up for events required to produce the SOW deliverables. This includes:
- workshops;
 - pitch days;
 - testing and demonstration events;
 - experimentation activities;
 - wargaming-related sessions;
 - NATO–Ukraine coordination meetings;
 - stakeholder synchronization sessions.
- The Contractor shall prepare agendas, read-aheads, attendance lists, observation logs, action trackers, and post-event summaries as required.
- 4.7. Maintain Workflow Traceability and Project Artefacts. The Contractor shall maintain an auditable workflow showing traceability from demand signal through assessment, testing, experimentation, and decision-support outputs. This includes:
- maintaining relevant project artefacts in the approved JATEC toolset;
 - linking stakeholder inputs to outputs and recommendations;
 - ensuring deliverables are version-controlled and professionally formatted;
 - maintaining briefs, reports, SOPs, trackers, templates, evidence packages, and close-out materials.
- 4.8. Produce Periodic Reports, Lessons Identified, and Close-Out Products. The Contractor shall prepare required progress, synchronization, lessons identified, and close-out reporting products. This includes:
- monthly progress reports;
 - quarterly stakeholder synchronization briefs;
 - end-of-year summary reports;
 - end-of-contract close-out reports;
 - identification of risks, issues, dependencies, lessons, and recommended follow-on actions.

- 4.9. The duties listed above are intended only as general illustrations of the various types of duties that may be performed. Specific statements of tasks not included do not exclude them from the function if there is a direct logical link to the primary functions. SOWs are subject to change by the JATEC as the needs of the JATEC and work requirements change.
- 4.10. The Contractor shall perform only work necessary to deliver the SOW outputs and shall not perform inherently governmental, command, legal, or contracting functions. The Contractor shall:
- not commit NATO funds or resources;
 - not provide legal determinations on movement, import/export, customs, or sanctions matters;
 - not direct NATO, national, or Ukrainian personnel;
 - refer any request affecting scope, cost, schedule, or level of effort to the Contracting Officer through the appropriate channels.

5. CONTRACTOR PERFORMANCE REQUIREMENTS AND REPORTING

5.1. Contract Execution Coordination

The Contractor is expected to establish his/her own daily routine based on a self-assessment of defined requirements and priorities. The Contractor shall be assigned to a COTR. The COTR may provide additional guidance as required or requested and may provide prioritization of work. The SOC, in consultation with the COTR, shall administer the Contract and has final authority to determine if the Contract/SOW should be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical non-performance. The COTR shall:

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
- Review (and approve) all Contractor duties for completeness and accuracy;
- Review the Contractor's work at a minimum of monthly, or more often if needed. The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor's invoices to be successfully processed.

The COTR, while authorized to make direct "without commitment" engagement with the contractor, will not have delegated authority to make any commitments or changes that affect price, quality, quantity, delivery, scope or other terms and conditions of the contract.

5.2. Reporting

The monthly report of contracted man-days expended showing a comparison with budgeted man-days shall be submitted together with an invoice to the CO.

6. PERSONEL REQUIRED FOR STATEMENT OF WORK

6.1. Overview.

The Contractor shall provide the qualified and experienced resources able to execute the described work. The services shall be performed by professional individuals educated, experienced, qualified and skilled as described within this SOW.

If the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the

Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the JATEC, as appropriate, or, at the discretion of the Contracting Officer if he finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the JATEC for any resultant delay, loss, or damage.

6.2. Experiences, Skills, Language and Education Requirements.

6.2.3. Essential Experience (Pass/Fail)

- Minimum 5 years of relevant professional experience in defence, security, government, international organization, military, innovation, experimentation, capability development, or programme/project support.
- Minimum 3 years of experience supporting innovation, experimentation, testing, demonstrations, trials, capability assessment, operational analysis, or emerging technology activities..
- Experience working in a NATO, military, Ministry of Defence, multinational, international security, or comparable stakeholder environment..
- Demonstrated experience coordinating multiple stakeholders, including technical experts, operational users, programme staff, and senior decision-makers.
- Demonstrated experience producing professional staff products such as reports, briefings, SOPs, trackers, templates, evidence packages, or analytical summaries.
- Demonstrated experience supporting events such as workshops, working groups, demonstrations, exercises, wargames, trials, or stakeholder coordination meetings.

6.2.4. Language

Native English language speaker or individual presenting very good command of spoken and written English, with a proven ability to communicate effectively orally and in writing at the level of (SLP) NATO STANAG 6001 - 3333 (Listening, Speaking, Reading and Writing). To meet this requirement the Contractor must provide one of the following pertaining to the Key Personnel':

- NATO STANAG 6001 – 3333 certificates,
- Common European Framework (CEF) B2+ Vantage+ certificate,

- Council of Europe (COE) B2 Vantage certificate,
- Association of Language Testers in Europe (ALTE) level 3 Independent User certificate,
- Cambridge ESOL – FCE certificate,
- International English Language Testing System (IELTS) - level 5 certificate.

In lieu of the certificates it will be at the discretion of the JFTC contract award authorities, to consider equivalent English proficiency the following:

- Evidence having an English-speaking background*, or
- Evidence of being employed for at least 24 months within the last 3 years in a position requiring the use of English as the primary working language, or
- Evidence of provision of services under a contract requiring English as the primary working language for at least 24 months within the last 3 years.
- Supporting documentation must be provided in the form of written references on company letterhead including contact details and confirmation of employment or service period.

6.3. Post Entry Training:

- on-the-job training,
- familiarization with JATEC and NATO written guidance, publications and regulatory documents.

7. PLACE OF PERFORMANCE

The Contractor shall deliver the service mainly at the Joint Analysis and Training Centre located in Bronislawa Potockiego 14, 85-309 Bydgoszcz, Poland.

8. REQUIRED TRAVEL

8.1. Travel may be required (within and outside of NATO's boundaries). As a general rule, Contractors are authorised to travel on duty only in exceptional circumstances. The contractor may, however, be required to travel up to 30 calendar days per year. Expenses incurred for travel shall be billed at a cost, not to exceed economy air (changes authorised) or second-class rail ticket.

8.2. Any official travel shall be approved by the CO, Fund Manager and Deputy Commander/Chief of Staff through designated COTR and will be conducted in accordance with Directive for Travel on International Duty. Rates of per diem shall be that of a NATO employee as cited in the NATO per diem rates chart.

9. FURNISHED MATERIALS AND SERVICES

JATEC shall provide all necessary working space; office furniture, telephones, computers, software, peripherals and support equipment; office supplies; classified/unclassified storage space; and access to unclassified and classified NATO wide area networks (granted on an as needed basis to individuals with appropriate security clearances) and the Internet for work to be performed at all NATO sites.

10. SECURITY

10.1. Security Requirements.

For the Request for Visit procedures, Personal Security Clearances (PSC), and Facility Security Clearance (FSC), the Directive on Classified Project and Industrial Security (AC/35-D/2003-REV5) applies.

10.2. Personal Security Clearance (PSC).

The Contractor must provide in advance the Request for Visit signed by the National Security Agency confirming valid clearance to NATO SECRET level throughout the term of contract at JFTC according to NATO Directive on Classified Project and Industrial Security Dated 19 May 2015 mainly in Appendix 8 Annex 1 AC/35-D-Rev5 herein. No waiver to this requirement shall be granted. No personnel without the needed clearance in place may be assigned. If the Contractor cannot assign personnel with the required security clearance on the start date, the Contractor shall be liable for bid non-compliance or immediate contract termination. The Contractor shall obtain all needed security clearances for its personnel performing the services under this SOW prior to start of the contract. The Contractor must provide advance written proof of the ability to assign fully cleared personnel prior to contract award.

10.3. Contractor's Facility Security Clearance (FSC).

The facility of the Contractor/Sub-contractor shall hold a NATO Secret Facility Security Clearance with or without storage capabilities based on the Project - Contract Security Classification Guide outcome. The Bidders may provisionally participate in a bidding process pending final receipt of the national clearances. However, all clearances required to execute the contract should be in-place prior to contract award. Facility Security Clearance Confirmation must be provided by respective NSA (based on JFTC request) before start of the contract.

10.4. Security Conditions.

The Contractor must adhere to current security conditions at the JFTC and other work sites. The Contractor personnel shall comply with all local Host Nation, NATO security provisions and other policies and procedures, as required. Access passes will be provided subject to the JFTC regulations. The contractor undertakes to familiarize, sign and follow the Security Aspects Letter presented to them, see enclosure to this SOW.

1.1. Confidentiality requirements.

The Contractor shall keep confidential any information obtained under or in connection with this Contract and shall not divulge the same to any third party without the prior written consent of JFTC. Provisions of this clause will remain in force notwithstanding the termination of this Contract regardless of the cause for termination.

11. NON-COMPLIANCE

JATEC reserves the right to refuse services and to remove from the Contract any individual provided by the Contractor due to poor performance, misconduct, security breaches, or if found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent or any other reason based on a failure to satisfy the requirements of this SOW. The Contractor shall remove immediately the personnel from performing under this Contract upon notification by the CO. Once the Contractor is notified that a particular individual has been disqualified, the Contractor shall not provide services of such person in any JATEC function, unless reinstatement is granted by the Contracting Officer.

12. MISCELLANEOUS

12.1. Personal Appearance.

Personnel working under this contract shall present a professional appearance commensurate with standards delineated for government civilian/military personnel acting in similar capacities.

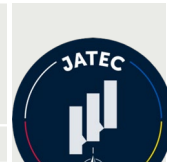
Annexes:

Annex A -Security Aspects Letter



Joint Analysis, Training and Education Centre

Bydgoszcz | POLAND



Internal tracking:

FROM: **JOINT ANALYSIS, TRAINING AND EDUCATION CENTRE**

TO:

SUBJECT: **NATO SECURITY ASPECTS LETTER**

DATE:

REFERENCES: A) AC/35-D/2003-REV5 – Directive on Classified Project and Industrial Security

Dear Recipient,

1. In the performance of this contract, the prime Contractor and any Sub-contractor(s) are required to comply with NATO security regulations as implemented by Joint Analysis, Training and Education Centre (JATEC) and the National/Designated Security Authority (NSA/DSA) of the nation in which the company is based, or the nation in which the work is performed or in the contracts involving NATO SECRET (NS) information as established in the Project - Contract Security Classification Guide.
2. All classified information and material shall be protected in accordance with the requirements established by JATEC and the NSA/DSA of the nation in which the company is based, or the nation in which the work is performed or in the case of NS information as may also be established in the Contract Security Clause.
3. In particular, the Contractor shall:
 - (a) appoint a Facility Security Officer (FSO) to be responsible for supervising and directing security measures in relation to the Request for Proposals (RFP), contract/s or sub-contract/s;
 - (b) submit in due time to the NSA/DSA the personal particulars of the person the contractor wishes to employ on the project with a view to obtaining Personnel Security Clearances (PSCs) at the required level where NATO CONFIDENTIAL (NC) and above is involved;
 - (c) maintain, through the FSO responsible for security measures, a continuing relationship with the NSA/DSA and/or the JATEC Contracting Authority in order to ensure that all NATO classified information involved in the bid, contract or sub-contract is properly safeguarded;
 - (d) limit the copying of any classified material (including documents) to the absolute minimum to perform the contract;

- (e) supply the NSA/DSA, when so requested by the latter, with any information on the persons who will be required to have access to NATO classified information;
- (f) maintain a record of employees taking part in the project and who have been cleared for access to NATO classified information. This record must show the period of validity and the level of the clearances. All records must be kept for a minimum of 5 years;
- (g) deny access to NATO classified information to any persons other than those authorised to have access by the NSA/DSA or in the case of NR information as determined by the need-to-know;
- (h) limit the dissemination of NATO classified information to the smallest number of persons as is consistent with the proper execution of the contract or sub- contract;
- (i) comply with any request that persons to be entrusted with NATO classified information sign a statement undertaking (Acknowledgement of Responsibilities) to safeguard that information and signifying their understanding of their obligations under national legislation on the safeguarding of classified information, and that they recognise that they may have comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
- (j) report to the Security Office of JATEC and to the appropriate NSA/DSA any breaches or suspected breaches of security, suspected sabotage or subversive activity, any breach giving rise to doubts as to the trustworthiness of an employee, any changes in the ownership, supervisory or managerial staff of the facility or any changes that affect the security arrangements and security status of the facility, and any other information which may be required by JATEC and the NSA/DSA, such as reports on holdings of NATO classified information or materiel;
- (k) obtain the approval of the JATEC Contracting Authority before beginning negotiations with a view to sub-contracting any part of the work which would involve the Sub-contractor having possible access to NATO classified information, and to place the Sub-contractor under appropriate security obligations which in no case may be less stringent than those provided for by contract;
- (l) undertake not to utilise any shared NATO classified information, other than for the specific purpose of the bid, contract or sub-contract, without the written permission of JATEC, and returns to JATEC all classified information referred to above, as well as that developed in connection with the contract or sub-contract unless such information has been destroyed, or its retention has been duly authorised by the JATEC Contracting Authority. Such NATO classified information shall be returned at such time as the contracting office may direct; and
- (m) comply with any procedure established with respect to the dissemination of NATO classified information in connection with the contract or sub-contract.

4. Any person taking part in the performance of work of classified parts of which are to be safeguarded, must possess the appropriate NATO security clearance issued by their NSA/DSA. The level of this clearance must be at least equal to the security category of the materiel, the related information or specifications where NC or above is involved.

5. Unless specifically authorised to do so by JATEC, the Contractor may not pass on any NATO classified information to any third party to whom a request to supply goods or services has been submitted.
6. No change in level of classification or de-classification of documentation or materiel may be carried out unless written authority in this respect is obtained from JATEC.
7. No Communication and Information Systems (CIS) may be used for processing classified information without prior accreditation by the responsible authorities.
8. Failure to implement these provisions and the security regulations established by JATEC and the NSA/DSA of the nation where the company is based, or the nation where the contractual work is being performed may result in termination of this contract without reimbursement to the Contractor or claim against NATO, JATEC or the national government of the said nation.
9. The Security Classification Guide indicates the degree of classification of the data and materiel (equipment, information, technical manuals, specifications) which may be handled in the performance of work under this contract, and which must be safeguarded in accordance with the provisions of this letter.
10. The contractor shall return any classified information provided or generated under the contract unless the contracting authority has given written approval to retain such classified information, e.g. for warranty purposes.
11. The Contractor shall be required to acknowledge receipt of an accompanying Security Aspects Letter (SAL) or Program security Instruction (PSI) that is made part of the applicable contract and confirm that it understands the security aspects defined. With respect to contracts involving only NS information the Contractor shall also be required to confirm that it will comply with the provisions of the Contract Security Clause and specifically that any company CIS used to handle or process NS classified information has been appropriately security accredited.

Signature

JATEC Contracting Officer

CONTRACTOR ACKNOWLEDGEMENT

The Contractor acknowledges receipt of this Security Aspects Letter that is made part of the applicable contracts and confirm that it understands and will comply with the security aspects defined. The Contractor further acknowledges that it will comply with the provisions of the Contract Security Clause, specifically any contractor CIS used to handle or process NS classified information has been appropriately security accredited.

Company: _____

Contractor's Facility: _____

Security Officer's Name (print): _____

Security Officer's Signature: _____

Date: _____