
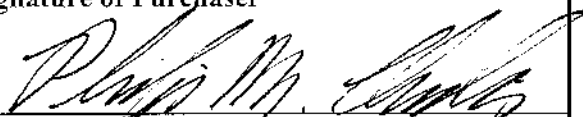


| NC3A CONTRACT | |
|---|---|
| 1. Original 2 of 3 | 2. RESERVED |
| 3. Contract Number: CO-12043-SSC | 4. Effective Date: Same as Block 17 |
| 5. Contractor: ManTech Command Control Systems Corporation 200 Wheeler Road South Tower, 4 th Floor Burlington, Massachusetts USA 01803 | 6. Purchaser: NC3O represented by: The General Manager NATO C3 Agency Boulevard Leopold III B-1110 Bruxelles Belgium |
| SUPPORT SERVICES CONTRACT – AREA 7 | |
| 8. TOTAL AMOUNT OF CONTRACT: | \$129,966.30 Through Task Order 1 |
| 9. DELIVERY As per individual Task Order | 10. SHIP TO/MARK FOR: As per individual Task Order |
| 11. CONTRACT AGREEMENT: The Contractor agrees to furnish all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the Contractor's Basic Ordering Agreement No. 11357 currently in effect with the Purchaser, and the Special Conditions attached to this Contract. | |
| 12. Signature of Contractor  | 13. Signature of Purchaser  |
| 14. Name and Title of Signer Lindy E. Martin Executive Director ManTech Command and Control Systems | 15. Name and Title of Signer Philip M. CHULICK Principal Contracting Officer NC3A |
| 16. Date signed by Contractor 14 August 2006 | 17. Date Signed by Purchaser 14 August 2006 |

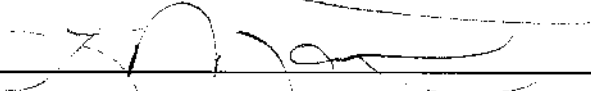
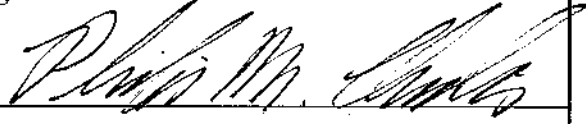

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|  |  |
| 14. Name and Title of Signer Lindy E. Martin Executive Director ManTech Command and Control Systems | 15. Name and Title of Signer  |
| 16. Date signed by Contractor 14 August 2006 | 17. Date Signed by Purchaser 14 August 2006 |

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Part I Schedule of Supplies and Services

| Area 7 - Acquisition and Support Core Competency | | | | | | |
|--|------------|------------|---------------|------------|---------------|------------|
| Labour Categories/Levels (See Annexes A and B to SOW) | Basic Term | | Option Term 1 | | Option Term 2 | |
| | ON-SITE | OFF-SITE | ON-SITE | OFF-SITE | ON-SITE | OFF-SITE |
| 3. Analysts & Administrative and Management Support | | | | | | |
| 66. Contracting Specialists | | | | | | |
| Level 2 | \$1,174.83 | \$1,006.99 | \$1,213.01 | \$1,039.71 | \$1,252.43 | \$1,073.51 |
| Level 3 | \$1,148.95 | \$702.20 | \$1,186.29 | \$725.03 | \$1,224.85 | \$748.59 |
| 68. ILS Specialists | | | | | | |
| Level 2 | \$1,174.83 | \$839.16 | \$1,213.01 | \$866.43 | \$1,252.43 | \$894.59 |
| Level 3 | \$1,062.94 | \$652.62 | \$1,097.48 | \$673.83 | \$1,133.15 | \$695.73 |
| 67. Cost Estimators/Analysts | | | | | | |
| Level 2 | \$1,066.97 | \$878.88 | \$1,101.64 | \$907.44 | \$1,137.45 | \$936.94 |
| Level 3 | \$984.97 | \$671.33 | \$1,016.98 | \$693.15 | \$1,050.04 | \$715.67 |
| 60. Documentation Specialists | | | | | | |
| Level 2 | \$1,058.72 | \$671.33 | \$1,093.13 | \$693.15 | \$1,128.66 | \$715.67 |
| Level 3 | \$1,001.16 | \$539.66 | \$1,033.70 | \$557.20 | \$1,067.29 | \$575.31 |
| 65. Technical Writers/ Editors | | | | | | |
| Level 2 | \$1,187.65 | \$837.46 | \$1,226.25 | \$864.67 | \$1,266.10 | \$892.78 |
| Level 3 | \$1,062.94 | \$747.32 | \$1,097.48 | \$771.61 | \$1,133.15 | \$796.69 |

Part I Schedule of Supplies and Services

(Continued)

| Area 7 - Acquisition and Support Core Competency | | | | | | | |
|---|------------|------------|---------------|------------|---------------|------------|--|
| Labour Categories/Levels (See Annexes A and B to SOW) | Basic Term | | Option Term 1 | | Option Term 2 | | |
| | ON-SITE | OFF-SITE | ON-SITE | OFF-SITE | ON-SITE | OFF-SITE | |
| 71. Building Maintenance Specialists | | | | | | | |
| Level 2 | \$1,148.95 | \$702.20 | \$1,186.29 | \$725.03 | \$1,224.85 | \$748.59 | |
| Level 3 | \$1,066.97 | \$697.30 | \$1,101.64 | \$719.96 | \$1,137.45 | \$743.36 | |
| | | | | | | | |
| 74. Lawyers | | | | | | | |
| Level 2 | \$1,516.37 | \$1,113.96 | \$1,565.65 | \$1,150.16 | \$1,616.53 | \$1,187.54 | |
| | | | | | | | |
| 75. Human Resources Specialist | | | | | | | |
| Level 2 | \$1,075.76 | \$761.67 | \$1,110.72 | \$786.42 | \$1,146.82 | \$811.98 | |
| Level 3 | \$949.89 | \$742.17 | \$980.76 | \$766.29 | \$1,012.63 | \$791.19 | |
| | | | | | | | |
| 69. Project Managers | | | | | | | |
| Level 1 | \$1,444.07 | \$1,230.77 | \$1,491.00 | \$1,270.77 | \$1,539.46 | \$1,312.07 | |
| Level 2 | \$1,174.83 | \$1,006.99 | \$1,213.01 | \$1,039.71 | \$1,252.43 | \$1,073.51 | |
| Level 3 | \$893.77 | \$730.00 | \$922.82 | \$753.72 | \$952.81 | \$778.22 | |

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ARTICLE 1 ORDER OF PRECEDENCE

- 1.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
 - 1.1.1 The Schedule of Supplies and Services
 - 1.1.2 The Special Contract Provisions
 - 1.1.3 The General Provisions of the Basic Ordering Agreement No 11825 in effect at Contract Signature
 - 1.1.4 The Statement of Work (SOW)
 - 1.1.5 The Contractor's Bid in response to IFB-CO-11590-SCC dated 20 October 2005 and any modifications thereto.

ARTICLE 2 SCOPE

- 2.1 The scope of this contract is for the provision of Support Services to the NATO Consultation Command and Control Agency (NC3A) as set forth in the Schedule of Supplies and Services and the Statement of Work (SOW) contained herein and in accordance with the Contract Terms and Conditions and the Contractor's bid.
- 2.2 The agreement and acceptance of this contract by the parties neither implies an obligation on the Purchaser to extend the contract beyond the specified scope or terms of specific task orders, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 3 DURATION

- 3.1 The contract shall commence upon the Effective Date of Contract (EDC) as specified on the cover page of the contract.
- 3.2 The period of the contract performance shall be twelve (12) months from the Effective Date.
- 3.3 The period of the contract performance may be extended for two further increments of twelve (12) months each in accordance with the provisions of Article 18.

ARTICLE 4 NATURE OF CONTRACT

- 4.1 This contract is a Requirements type contract. This means the contract has no intrinsic monetary value. The Agency will place definitive Task Order against this contract when requirements are identified and funding is available. Each Task Order will have a monetary obligation and a detailed Statement of Work for the contractor to perform that is within the general scope of this

contract. This contract will come into effect with the placing of the first Task Order which will constitute the initial obligation.

4.2 The Purchaser considers this contract to be the "preferred vehicle" for obtaining the types of work specified in the Statement of Work. Only if the contractor is unable to meet the requirements with suitable candidates, within the required timeframe, or at a reasonable price, will another source be solicited. If the contractor fails to perform well in executing Task Orders under this contract, the Agent is under no obligation to continue to use the contract as a preferred vehicle.

4.3 If the Contractor, in response to a Level of Effort Task Order, is unable to provide personnel meeting the qualifications set forth in the Statement of Work or the Contractor's bid within the time specified in Article 6, including any extension given by the Purchaser, the Purchaser may secure the required services from another source.

4.4 If the Contractor fails to have the qualified personnel available to complete a Completion Task Order or fails to materially fulfil the terms of the Completion Task Order, the Purchaser may secure the required services from another source.

4.5 Limitations:

4.4.1 Within the twelve (12) month term of the contract, the Contractor may decline to accept without penalty Task Orders which, in the aggregate, call for an excess of the man/days of effort per category and level specified in the Schedule of Supplies, Services and Prices.

4.4.2 Within any quarter of the twelve (12) month term, the Contractor may decline to accept without penalty any Task Order exceeding, in the aggregate, forty per cent (40%) of the total specified in 4.4.1 above.

4.4.3 The Contractor may decline to accept without penalty any individual Task Order that exceeds ten percent (10%) of the total man/days specified in 4.4.1 above.

4.4.4 The Contractor may decline to accept without penalty any individual Task Order where the reporting date for the beginning of the services "on-site" is less than five (5) calendar days.

4.5 The Contractor recognizes Orders under this Contract are dependent on funding not always under the control of the Purchaser. Consistent with the provisions of 4.1 above, the Purchaser is not obligated to issue any certain amounts of Task Orders under this Contract beyond the initial Task Order activating the Contract.

ARTICLE 5 FIXED RATES FOR SERVICES

- 5.1 This is a contract with firm fixed rates. The rates are fully loaded with all indirect and fringe charges, profit and, in the case of "on-site" rates, the cost of the initial travel to the Purchaser's site, lodging and subsistence whilst on task, and return travel to the Contractor's site. The Purchaser will not pay travel days as working days.
- 5.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the amounts stated in the authorised tasks, except as provided under other provisions of this Contract.
- 5.3 The cost of any Purchaser directed travel will be reimbursed in accordance with the provisions of Article 20 hereunder.

ARTICLE 6 TASK ORDERS

6.1 Task Orders will be issued in writing by the Purchaser and signed by the Purchaser's Contracting Authority. Task Orders are instruments to initiate Contractor activities and obligate funding to the Contract. Task Orders will be issued in two types: Level of Effort and Completion. Regardless of type, issued Task Orders will contain the following information:

- 6.1.1 Task Order number
- 6.1.2 Effective Date and Schedule of Services
- 6.1.3 Total Number of Man-Days authorised for expenditure
- 6.1.4 Quantity and Category of Labour to be Utilised
- 6.1.5 Material and Travel authorised
- 6.1.6 Statement of Work
- 6.1.7 Place of Performance or Delivery
- 6.1.8 Name and contact points for the TORO
- 6.1.9 Total Monetary Value of the Task Order
- 6.1.10 Funding Authority
- 6.1.11 Signature of Purchaser Contracting Authority

6.2 Task Orders may only be issued within the duration of the Contract pursuant to article 3. The period of performance of the individual task orders issued within the duration of the contract may exceed the contract duration by a maximum of six (6) months

6.3 *Level of Effort Task Orders*

6.3.1 Level of Effort Task Orders require the Contractor to furnish personnel of specified qualifications to perform work for a definite amount of man-days within an identified scope of work. For this type of Task Order, the Purchaser will notify the Contractor either by telephone, e-mail or fax and request that the Contractor propose personnel of certain job descriptions to work on a level-of-effort basis within a specified scope of work. The Contractor shall have Seven (7) calendar days to respond with nomination(s), providing the name(s) and qualifications statement(s) of the nominee(s). If the Purchaser accepts the nomination(s), a formal Task Order will be issued and the Contractor shall furnish the required services. If the Purchaser considers the nominee(s) to be inappropriate for the required services, the Contractor will be so notified. If the Contractor fails to submit qualified alternative nominees within the required time period, the Purchaser reserves the right to obtain such services from another source pursuant to Article 4.2 above. Upon issuance of the formal Task Order, the Contractor's personnel shall report for duty within Fifteen (15) calendar days.

6.3.2 *Completion Type Task Orders* require the Contractor to deliver a specific item or perform a specific service with a defined output within a defined amount of time. For this type of Task Order, the Purchaser will notify the Contractor by e-mail or fax providing a detailed statement of work the proposed effort. Within the time specified for response, Contractor shall prepare and submit a proposal for accomplishing the effort that will contain the following:

- (a) Names and qualifications of proposed personnel,
- (b) Proposed man-days of effort for each category of labour,
- (c) Proposed other direct costs, material and travel, as appropriate,
- (d) A brief technical proposal featuring proposed methodology and a work breakdown structure of milestones and labour expenditure by milestones projected to be needed to complete the effort on schedule,
- (e) A listing of any proprietary or restricted technical data or computer software to be delivered as part of the end product or service.

6.3.3 The Purchaser will review and discuss any modifications required. The Parties will arrive at a mutual agreement on price and statement of work. A formal Task Order will then be issued.

6.3.4 If the Parties fail to agree on a final version of the price and statement of work, the Purchaser may unilaterally issue a Task Order containing a fair and reasonable price and a statement of work, and the Contractor shall complete such Task Order. The Contractor may appeal the

decision of the Purchaser on the basis of the Clause of the applicable Basic Ordering Agreement dealing with disputes, but must continue the work on the Task Order to the best of his ability while such appeal or dispute is adjudicated.

- 6.3.5 If the Contractor is unable to provide the resources necessary to accomplish the Task Order, or fails to make delivery of an acceptable product or service during the specified schedule, the Purchaser may secure the product or services from another source in accordance with Article 4 above.

ARTICLE 7 INVOICING AND PAYMENTS

7.1 For *Level of Effort Task Orders* tasks the Contractor shall:

- 7.1.1 Submit invoices monthly in arrears for work performed by the consultants, at the daily rate set forth in the schedule. Consultant timesheets must be submitted to the Task Order Requiring Officer (TORO) for approval on weekly basis. Timesheets approved by the TORO must accompany all invoices submitted for payment. All invoices must reference the appropriate Task Order number and name of TORO.

7.2 For *Completion Type Task Orders* the Contractor shall:

- 7.2.1 Submit invoices either at the completion and acceptance of all work under the task or in accordance with the payment plan indicated in the Task Order. Invoices shall be accompanied by a copy of the letter of acceptance issued by the TORO. It shall be the responsibility of the Contractor to ensure such letter is provided.
- 7.2.2 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

7.3 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the task and, if appropriate, the milestone payment plan.

7.4 Unless otherwise specified, invoices, complete with supporting timesheets and travel requests, approved by the TORO, shall be submitted to:

NATO C3 Agency
Financial Management Branch
Attn : Senior Financial Officer

7.6 Payment to the Contractor will be made within 45 days of receipt by NC3A of properly certified invoices.

ARTICLE 8 CORRESPONDENCE AND CONTRACT ADMINISTRATION

- 8.1 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the Purchaser's Contracting Authority.
- 8.2 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this contract. Facsimile may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 8.3 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. A formal letter or other formal communication to be contractually binding must confirm all informal communication.
- 8.4 All notices and communications shall be effective on receipt.
- 8.5 Official Points of Contact:

For the Purchaser:

NATO C3 Agency
Boulevard Leopold III
B-1110 Bruxelles
Belgium

POC: Ms. Suzanne Hogedoor

Tel: 32 2 707 8319

Fax: 32 2 707 8770

E-mail: suzanne.hogedoor@nc3a.nato.int

For the Contractor:

ManTech Space Systems
Perksesteenweg 34
1820 Melsbroek
Belgium

POC: Mr. Lindy Martin

Tel: 32 2 751-6149

FAX: 32 2 751.6150

GSM : 32 0477.271.117

E-mail : lindy.martin@ss.mantech.com

Or to such address as the above-mentioned may from time to time designate in writing.

- 8.6 It shall be the Contractor's responsibility, as part of this Contract, to reproduce and supply all the necessary forms and reports in the quantities required.

ARTICLE 9 APPLICABLE REGULATIONS

It is the Contractor's responsibility, without expense to the Purchaser, to obtain necessary permits or licences to comply with national codes, laws and regulations or

local rules and practices of the Territorial Nation with respect to the execution of the works carried out under this contract.

ARTICLE 10 SECURITY

- 10.1 The security classification of the contract is NATO UNCLASSIFIED.
- 10.2 The Contractor and all sub-Contractors shall handle and safeguard NATO CLASSIFIED material in accordance with NATO and national security regulations.
- 10.3 Contractor Personnel working under this contract must possess a NATO SECRET security clearance as a minimum. It is possible that personnel may be required with a different level of clearance, any such requirements will be indicated in the Task Order.
- 10.4 It shall be the Contractor's responsibility to obtain the necessary clearances and to have such clearances confirmed to the Purchaser by the relevant national security authority providing staff under a task.
- 10.5 ~~Failure to meet the timely security requirement shall not constitute a valid reason to delay commencement of a task and shall constitute a material breach of the contract, which, at the discretion, of the Purchaser shall enable immediate determination of the contract with no further remedy.~~
- 10.6 In the performance of all works under this contract it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the Host Nation and by the local Headquarters.

ARTICLE 11 PRICING OF CHANGES, MODIFICATIONS, AND COMPLETION TASK ORDERS

- 11.1 Changes, modifications and Completion-Type Task Orders and claims shall be priced in accordance with the Purchaser's Pricing Principles as stated in Attachment A.
- 11.2 Except as otherwise provided for in this contract, prices quoted for the above-mentioned changes, modifications, etc. shall have a minimum validity period of 6 months from submission.
- 11.3 Any such negotiations shall be based on Preferred Customer Pricing principles.

ARTICLE 12 PURCHASER FURNISHED FACILITIES AND SUPPORT

- 12.1 The Purchaser shall provide, or arrange to be provided, office space and equipment (desks, chairs, and storage facilities) at the NC3A and other locations to support Contractor performance under the Task Orders.
- 12.2 No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Purchaser in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall only be used in performance of this contract.
- 12.3 *Equipment*
- 12.3.1 When performing work directly related to a Task Order, the Purchaser will provide the Contractor access to basic office equipment. Basic office equipment includes telephones, computer hardware and software, and use of a facsimile machine and copier. The Contractor will be responsible for any long distance telephone or facsimile calls, which are not directly related to the performance of the Task Order.
- 12.3.2 The aforesaid office automation resources are for use by the Contractor to provide services to the Purchaser. Such office automation resources shall be Purchaser inventory, subject to Purchaser rules of assignment, information accessibility, protection and control. The Purchaser may, inspect and copy without notification or delay the information on these office automation systems at all times. The Contractor may not store Contractor-owned or Contractor-proprietary data on these office automation systems.
- 12.3.3 The Purchaser shall not be responsible for loss of or for protection of Contractor-proprietary information stored or processed on these machines.
- 12.3.4 If the Purchaser cannot make any of the foregoing available it will be indicated in the Task Order. Specifications in the Task Orders take precedence over this paragraph.
- 12.3.5 Except for those items or services specifically stated elsewhere to be Purchaser-furnished, the Contractor shall furnish everything required to perform this contract in accordance with all of its terms.
- 12.4 General-purpose items include clerical supplies, telephone charges and postage. General purpose items required for the conduct of the Contractor's normal business operations is considered as Contractor overhead and the cost shall be included in the labour rates listed in the Schedule of Supplies and Services. General-purpose items used in the performance of this contract shall not be billed separately as materials and equipment.

ARTICLE 13 TECHNICAL DIRECTION

- 13.1 The individuals working on this Contract shall perform the effort within the general scope of work identified in the SOW, and as specifically described in the tasking documentation. This effort will be directed on a more detailed level by the Task Order Requiring Officer (TORO) who will provide detailed tasking and instruction as to how to proceed and whether deliverables are required under the task.
- 13.2 The Contractor is advised that the TORO has no authority to change the terms and conditions of the Contract or a formally issued Task Order. If the Contractor has reason to believe that the TORO is requiring effort on terms inconsistent with that in the Contract or Task Order, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions of the TORO. Failure to obtain confirmation that the action of the TORO is under the authority of the Contract will render any subsequent claim of change null and void.
- 13.3 Upon receipt of such notification detailed in 13.2 above, the Purchaser's Contracting Authority will 1) confirm the actions of the TORO as within scope, 2) confirm that the TORO's instructions constitute a change and request a quotation for a modification of scope and/or price or 3) rescind the instructions of the TORO.

ARTICLE 14 PACKAGING, MARKING AND SHIPPING REQUIREMENTS

Documentation shall be delivered to the Purchaser at the specified destination by best commercial practice and shall be clearly marked with the appropriate contract and task reference.

ARTICLE 15 PLACE AND TERMS OF DELIVERY

- 15.1. Unless otherwise stated in the Task Order, services and items called for under this Contract shall be delivered DDP (Delivery Duty Paid in accordance with INCOTERMS to the destination(s) and at such times as set forth in the tasking documentation.
- 15.1. By reclaiming such damages through appropriate legal remedies.

ARTICLE 16 RIGHTS IN TECHNICAL DATA AND DATA LEGENDS

- 16.1 Subject to the rights of third parties and to any rights of the Contractor arising otherwise than by virtue of this contract, and with due regard to national security regulations, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this contract, including any technical data

specifications, report, drawings, computer software data, computer programmes, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser. Third party rights and any existing contractor's right must be disclosed to the purchaser before task order signature.

- 16.2 All reports, presentations, etc. produced for the Purchaser under this Contract are to include the following data legend on the title page:

"This material is the property of NATO and may not be reproduced without written permission "

ARTICLE 17 PROTECTION OF NATO BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on NATO installations. If the Contractor's failure to use reasonable care causes damage to any NATO property, the Contractor shall replace or repair the damage at no expense to NATO as the Purchaser directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

ARTICLE 18 OPTIONS

- 18.1 The Purchaser has the option to extend the term of this contract by two twelve (12) month periods at the fixed rates contained in the Schedule of Supplies and Services/Prices.
- 18.2 Each option may be exercised within sixty (60) days of the expiration of the existing term.

ARTICLE 19 SUSPENSION OF WORK

- 19.1 The Purchaser may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the work of this contract for ninety (90) days.
- 19.2 By the end of such period, the Purchaser shall notify the Contractor whether 1) the suspended portion of the work may be resumed and under what terms, 2) the suspended work is to be terminated for default or 3) the terminated portion is to be terminated for the convenience of the Purchaser.
- 19.3 In any of the above situations, the Contractor shall be entitled to an equitable adjustment if it is found that the reason for the suspension did not arise do to actions attributable to the Contractor but was for the convenience of the Purchaser alone.

- 19.4 If the Purchaser has not made a decision by the end of the ninety (90) day period, the suspended work is considered to be terminated for the convenience of the Purchaser.

ARTICLE 20 PURCHASER DIRECTED TRAVEL

- 20.1 Other than the initial and return travel of consultant personnel to and from their "On-Site" location, all travel and other expenses incurred whilst on task will be authorised in advance and sufficient funding to cover such costs will be included in the Task Order.
- 20.2 All staff provided under tasks are considered to be in Group II for the purposes of reimbursement, therefore, NATO A3/A4/A5 per diem rates will apply. Reimbursement will be made on the basis of these rates and not on "actual costs" incurred.
- 20.3 Expenses for transportation will be reimbursed on the basis not to exceed" the price of economy air or first class rail ticket. Rate of compensation for personal automobile used in travel shall not exceed the same rate as a first-class rail ticket between point of departure and destination.
- 20.4 The Contractor is responsible for insuring its own personnel. Travel may be required in hazardous areas. The Purchaser accepts no liability for any loss or damages whatsoever caused as a result of Purchaser directed travel.
- 20.5 Per Diem will not be paid for one day trips between SHAPE or Brussels, Belgium and The Hague, Netherlands and vice versa, but travel costs in accordance with the foregoing Articles may be claimed.
- 20.6 All travel, other than Purchaser directed travel under this Article, is included in the fully loaded rates detailed in the Schedule of Supplies and Services or as detailed in a Task Order.
- 20.7 *Intermittent Tasks:* Where Task Orders may be issued that require the consultant to make a significant break in the work and it is deemed most cost effective for the consultant to return to his contractor's facility, the NC3A will pay for travel costs to and from his home base to enable the consultant to continue the work at a later time.
- 20.8 Consultants travelling on weekends or public holidays will not be entitled to charge those days as work days.

ARTICLE 21 PERSONNEL REQUIREMENTS

- 21.1 The Contractor shall provide the services of qualified personnel meeting the standards applicable to each labour category as set forth in the SOW to ensure efficient and high quality execution of this contract.

- 21.2 Qualification Verifications. The Contractor shall provide with its response to a Task Order a Curriculum Vita for nominees for each position. In the event the Contractor intends to assign to a particular TO personnel who do not meet the minimum qualifications stated in the SOW, the Contractor shall provide the following in his proposal to the Purchaser.
- 21.2.1 Curricula Vitae
 - 21.2.2 An identification of the labour category (ies)
 - 21.2.3 A short rationale for making the assignment
 - 21.2.4 Consideration offered to the Purchaser for failing to meet a contract requirement.
- 21.3 The Purchaser may, at its discretion, accept such assignments by providing written notice to the Contractor. The Contractor may assign personnel in question only after receiving written acceptance from the CO to include any exceptions or restrictions placed on the assignment by the Purchaser. The Purchaser reserves the right to reject any such Contractor assignments, which decision shall be final and conclusive.

ARTICLE 22 INDEPENDENT CONTRACTOR

The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

ARTICLE 23 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

- 23.1 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 23.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Consultants employed under this Contract are not eligible for any diplomatic privileges or NATO employee benefits.

ARTICLE 24 WORKING CONDITIONS

- 24.1 The consultants working at any of the sites shall work a standard 38 hour work week normally consisting of approximately 8 hour days, the beginning and start times set by the TORO..
- 24.2 Overtime and weekend work shall neither be ordered by the Purchaser nor performed by the Contractor. When specific tasks or other activities require Contractor personnel to work beyond the approximately 8-hour duty day, compensatory accommodations will be made to ensure the Contractor personnel working week will not exceed 38 hours.
- 24.3 The Contractor's personnel will observe official NATO holidays.
- 24.4 Requests for leave from work and other time off shall be co-ordinated and approved by the TORO in advance. Leave taken shall result in a pro rata credit to the Purchaser for the month in which the leave occurs.

ARTICLE 25 KEY PERSONNEL

- 25.1 The Key Personnel provisions of this contract will apply to named consultants furnished in response to the individual Task Orders issued by the Purchaser.
- 25.2 The Contractor may not remove these personnel to other duties without the prior written approval of the Purchaser.
- 25.3 Consultants accepted as the basis of the Purchaser's issuance of a Task Order are to be considered Key Personnel for purposes of this Article.
- 25.4 If the services of the Key Personnel are lost to the Contractor beyond the reasonable control of the Contractor, the Contractor must provide a substitute of equivalent or higher qualification and experience within 21 days of the date on which the Contractor has knowledge of the loss of service of this key person.

ARTICLE 26 EXCLUSION FROM PRESENT AND FUTURE WORK

The Purchaser reserves the right to exclude the Contractor and his Sub-Contractors, if any, from any future work if a potential conflict of interest is deemed to exist by the Purchaser.

ARTICLE 27 NON DISCLOSURE

- 27.1 Contractor's performance under this Contract may require access to third party data and information. The Contractor shall exercise the same degree of care for such third party data and information that it undertakes to preserve and protect its own data and information.
- 27.2 The contractor and all Sub-contractors may be required to sign non disclosure agreements or certificates for access to specific information to complete tasks. Any such requirements will be indicated on the Task Order.

- 27.3 The Contractor shall ensure that its officers, employees, agents and Sub-contractors shall have been made aware of the requirements of confidentiality and shall not cause or permit the data and/or information to be either totally or partially disclosed to any third party.
- 27.4 Notwithstanding the above all officers, employees, agents and subcontractors working on-site at NATO or, under circumstances where the TORO warrants, shall sign a Non Disclosure Agreement (NDA) in the format at Attachment B.
- 27.5 The Contractor shall be liable for all damages resulting from the non-authorised use of the data and/or information.

ARTICLE 28 QUALITY ASSURANCE

- 28.1 A Quality Assurance (QA) programme for all work performed under this Contract shall be applied by the Contractor based on the Allied Quality Assurance Publications (AQAPs) and its referenced ISO standards, or demonstrated equivalent.
- 28.2 Any specific QA requirements will be indicated on a case by case basis in the issued Task Order.

ARTICLE 29 SOFTWARE LICENCES

- 29.1 Any software supplied under a TO will include a valid licence enabling the Purchaser to operate it legitimately in the location(s) and manner indicated in the TO.
- 29.2 Any upgrades/patches or items of a similar nature will be similarly licensed.
- 29.3 The Contractor shall hold the Purchaser wholly harmless from any claims, actions or dispute howsoever arising under this Article.

ATTACHMENT A TO PART II

PURCHASER'S PRICING PRINCIPLES

The following principles shall apply to all contracts not awarded on the basis of an adequate price competition as well as to all contract modifications.

The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

A. Allowability of costs**1. Allowable cost**

A cost is allowable if the following conditions are fulfilled:

- a. it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;
- b. it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- c. it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.

2. Partially allowable cost

The following cost items are examples of costs which are normally partially allowable only as indirect costs within the limitations described below provided that such costs are reasonable in nature and amount and are allocated as indirect costs to all work of the Contractor.

- a. Advertising costs.
- b. Contributions.
- c. Bonuses paid pursuant to an agreement entered into before the contract was made or pursuant to a plan established and consistently followed before the contract was concluded.
- d. Depreciation of plant equipment or other capital assets.
- e. Costs of normal maintenance and repair of plant, equipment and other capital assets.

- f. The costs of general research and development work which are not chargeable directly to a contract and which are not aimed at the preparation or development of a specific product.
- g. Travel costs, except those which, according to the terms of the contract, are to be charged directly to it.
- h. Pre-contract cost (cost prior to the effective date stated in the contract) in anticipation of the award of the Contract or pursuant to its negotiation

3. Unallowable costs

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

- a. Costs of a particular advertising campaign without prior agreement of the Purchaser or which has no connection with the Contract.
- b. Costs of remuneration, having the nature of profit sharing.
- c. Costs of maintaining, repairing and housing idle and excess facilities.
- d. Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- e. Losses on other contracts.
- f. Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- g. Losses on bad debts, including legal expenses and collection costs in connection with bad debts.
- h. Costs incurred to raise capital.
- i. Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- j. Taxes on profits.
- k. Contractual penalties incurred.
- l. Commissions and gratuities.
- m. Interest on borrowings.

B. Cost Groupings

1. In estimating or calculating the costs of the supplies to be furnished and the services to be performed under the Contract, the Contractor shall distinguish the following cost groupings:

a. **Direct Costs**

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

b. **Indirect Costs**

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

2. The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.

C. **Overhead Rates**

1. Indirect costs, which as a rule are to be allocated to all work of the Contractor, shall be accumulated by logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

2. The Contractor shall inform the Purchaser of his overhead rates and the basis upon which they were computed.

3. The term "provisional overhead rate" means a tentative overhead rate established for interim billing purposes pending negotiation and agreement to the final overhead rate.

4. An overhead rate is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An overhead rate is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined overhead rates shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3 above shall apply pending agreement to post-determined rates.

5. Such rates shall be determined on the basis of Contractor's properly supported actual cost experience.

6. If the overhead rates of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

7. If the overhead rates of the Contractor for similar contracts placed by national or international public services have not been established or approved by a government agency or an agency accepted by his government, he shall provide the necessary data to support the proposed rates.

ATTACHMENT B TO PART II

NON DISCLOSURE DECLARATION

To be signed by the Contractor's Consultant working in the NATO's premises upon commencement of this Contract.

I UNDERSTAND:

- That I must preserve the security of all classified /commercial-in-confidence information which comes to my knowledge as a result of this contract with the NATO C3 Agency and that I undertake to comply with all relevant security regulations.
- That I must not divulge to any unauthorised person, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the appropriate NATO authority.
- That I must not, without the approval of the appropriate NATO authority, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my official duties for NATO.
- That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my official duties, save such as I have been duly authorised to retain.
- That if I violate prescribed security practices either intentionally or accidentally, my contract shall be immediately terminated.
- That the provisions of the above Declaration apply not only during the period of my contract with the Agency, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.
- That by accepting the position of Support Contractor for NATO corresponding to the tasks and duties described in the present contract, I will be considered as a Key personnel as specified in special provision Article X.
- That I commit to fulfil my obligations for the period of performance mentioned in the Schedule of Supplies and Services (including the optional periods) unless major events beyond my reasonable control happen.
- That should I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the Company that is currently employing me has provided NATO with an acceptable suitable substitute in accordance with Special Provision – Article X.
- That I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as a member of NATO and to discharge these functions with the interests of NATO only in view. I undertake not to seek or accept instructions in regard to the performance of my duties from any government, company or from any authority other than that of NC3A.
- That within the next two weeks I shall acquaint myself with the NATO security regulations and security operating instructions.

| | | |
|------|-------------------------------|-----------|
| Date | Full name (in block capitals) | Signature |
|------|-------------------------------|-----------|

Part III STATEMENT OF WORK

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1. Introduction

- 1.1. The NATO C3 Agency is responsible for developing, procuring and implementing state of the art C3 capabilities for NATO and it is providing unbiased scientific advice and support to NATO authorities.
- 1.2. There is a recurring requirement for consultant services over a wide spectrum of engineering discipline and administrative support functions to support these activities. In general, the consultant support required may take the form of studies, information, advice, opinions, alternatives, analyses, evaluations, recommendations, training and services to complement the Purchaser's technical expertise both at peak periods and when this expertise is required for shorter periods than provided by normal NATO staff contracts. Services are generally short-term (under six months) support of subject matter experts to the Agency's scientific community. Occasionally, there is longer term support up to a year or more.

2. Scope of Contract

- 2.1. Under this Contract, the Contractor will be required to furnish consultant support services by supplying the expertise identified in the Schedule as required in discrete Task Orders issued by the Agency. The Task Orders will be in support of the Agency's mission as set forth in this Statement of Work, and within the general areas of competency identified by the appropriate Division described herein. The majority of the Task Orders will be issued on a Fixed Rate/Definite Quantity basis by Man/Day of effort. In some cases, a Task Order will be issued that is Firm Fixed Price in nature, having a defined product to be delivered and a firm schedule for completion.
- 2.2. Annex A hereto describes the projected skills, abilities and duties that may be expected of personnel of particular labour categories. The Purchaser reserves the right to require skills and abilities that are not specifically called out in the Annex, but could reasonably be expected to be possessed by individuals with such background and experience.
- 2.3. Annex B hereto describes the general requirements for personnel at a certain level of career or professional development. The Contractor shall demonstrate that personnel offered in a response to a Task Order reasonably approximate this level of career or professional development in order to be accepted by the Purchaser as meeting the criteria of classification at the level required.

3. Overview of the NC3A Organisation

- 3.1. The NATO C3 Agency is an integrated team of more than 500 professionals, civilian and military, from NATO member nations dedicated to provide to NATO high quality expertise in the domain of Consultation, Command and Control.

- 3.2. The activities of the Agency are primarily grouped into four Divisions: Communications and Information Systems, Operations and Research, Acquisition and Management, and Command and Control Systems. Amongst these four Divisions are twelve Integrated Project Teams (IPTs), responsible for implementing the Agency's Programme of Work (PoW). The personnel with the skills and expertise (or Core Competencies) necessary to carry out the IPTs' PoW reside in ten Resource Centres. The Resource Centre Managers assign personnel to the twelve IPTs. Under this Contract, programmatic control of the contractor's activities will reside with one or more Resource Centre Managers responsible for the various Areas of Core Competency.
- 3.3. Under this Contract the Contractor shall furnish personnel to support the NC3A in the conduct of its mission in the specified area of activity. Personnel meeting the expertise requirements of the Labour Categories and the level of expertise specified may be required to be furnished by the Contractor in response to Task Orders. In addition, using the personnel pool specified under this Contract, the Contractor may be required to complete specific efforts having defined items to be delivered in accordance with a Schedule and Statement of Work.

4. Communication and Information Systems Division

- 4.1. This area relates to the Transmission and Networks and Information Systems Technology Area of Core Competency, Areas 1 and 2 of the Schedule of Supplies and Services of this contract.
- 4.2. This area provides scientific and technical support in the areas of fixed and mobile communications and transmission systems, information security, and information systems. Their work encompasses CIS architectural, structural and integration issues and their relevance to the progressive acquisition of CIS capabilities.
- 4.3. Together, communications and information systems allow a logical and synergistic approach to providing support to the Agency's customers in the above-mentioned areas. At the core of this support is an architectural framework that ensures consistency and coherence in the provision of seamless, end-to-end services to users, whether that be for network communications, deployed communications, or the underlying wireless communication technologies needed to support them.
- 4.4. The crises in the Balkans and Afghanistan have emphasized the importance of timely and secure access to relevant and reliable information. Such information is vital for rapid decision-making and support. Quite often such information is disseminated from different organizations across multiple networks and ideally available via a single interface "portal" such as a web browser.

4.5. The components of the Communications and Information Systems Area are as follows:

- 4.5.1. IPT 1 Architecture
- 4.5.2. IPT 3 Support to Operations and Urgent Requirements
- 4.5.3. IPT 4 Research and Technology
- 4.5.4. IPT 9 Information Security and Cyber Defence
- 4.5.5. Transmissions and Network Resource Centre
- 4.5.6. Information Systems Technology Resource Centre

5. Operations Research Division

- 5.1. This area relates to the Applications Development and Operations and Exercises Areas of Core Competency, Areas 3 and 4 of the Schedule of Supplies and Services in this contract.
- 5.2. This area provides services ranging from studies of future military concepts and requirements to detailed support for ongoing operations. OR staff bring to bear acute operation research expertise and other analytical techniques to complex military problems. They are a major contributor to NATO Strategic Commands defence planning and indeed its growing customer set also includes Supreme Headquarters Allied Powers Europe (SHAPE), NATO Regional Headquarters, NATO nations (individually and in groups), Exercise Programmes, the NATO Standardization Agency, and Reaction Force Air Staff (RFAS).
- 5.3. Their projects emphasize and provide for horizontal and vertical interoperability. This focus is found throughout the diverse OR activities including requirements analysis and advanced concepts, prototyping, support to current operations and exercises, and transition to acquisition.
- 5.4. The areas of expertise are:
 - 5.4.1. Defence Planning: A major continuing effort in Defence Planning is the Bi-Strategic Command biennial Defence Requirements Review Process to support NATO Force Planning.
 - 5.4.2. Operational, Intelligence and Logistical Planning: Projects carried out in this area provide strategic and operational planners with tools that enable a timely, efficient and detailed planning across the full spectrum of military operations to meet the rapidly changing political-military situation.
 - 5.4.3. Analysis of current NATO operations: Since 1992 SHAPE has been involved with various aspects of planning and executing military operations associated with Bosnia and Kosovo. OR staff have provided key scientific advice to operational planners at SHAPE. They have provided databases, assessment tools, models and operational research expertise as well as on site assistance at military headquarters in Bosnia and Kosovo.

5.4.4. Support to the Allied Command Europe (ACE) Exercises Programme:

Staff in OR provide operational analysis support for ACE Commanders and their staffs. Computer-assisted exercises (CAX) are conducted to support collective training of staffs in a "train as you fight" environment. MDEX and HILEX are seminar training events that train individual staff members and flag officers on operational planning and joint command structures. On 17 September 2001, OR staff conducted an asymmetric warfare exercise the scenario and model of which have been provided to several NATO nations.

5.5. Modern computing capabilities allow sophisticated models of military operations and decision-support tools to be built. The OR staff are very much involved in the conception, development and refinement of such systems to support a variety of project activities. Example of tools developed by OR personnel include:

5.5.1. *ACE Resource Optimization Software System (ACROSS):* ACROSS is capable of generating capability descriptions and requirements, acquisition requirements and trade-off analyses for different acquisition strategies, has been made available for use by NATO stockpile planners.

5.5.2. *Allied Deployment and Movement System (ADAMS):* ADAMS has been developed in support of multinational force movement planning. This system is in wide use throughout NATO and NATO nations for analysis, generation and coordination of movement plans. ADAMS provides the users with the tools to plan and manage deployment operations. The software also includes conversion modules for interfacing between ADAMS and national mobility management systems.

5.5.3. *Tool for Operational Planning, Force Activation and Simulation (TOPFAS):* TOPFAS is designed to speed and improve the fidelity of the NATO operational planning process. This system will pervade all levels of operational planning from strategic/operational level through to the tactical level.

5.5.4. *Theatre-level Assessment Model for Air-Related Issues (TAMARI):*

Models and simulations are used to investigate the likely performance of NATO forces under a variety of circumstances. TAMARI is a key model used in the derivation of future aerospace force requirements. Models with similar scope and functionality are used to examine joint, land, maritime and logistics operations. Assessment and decision aids are also developed to assist OR analyses as well as military planning. Such aids are often based on sophisticated use of relational databases and simple models of military operations.

5.6. This area provides Information Systems Prototypes for Intelligence and Operations. User-driven rapid prototyping for requirements definition and creation of urgently needed information systems capabilities have contributed greatly to the success of NATO's peace-support operations in the 1990's as exemplified in IFOR, SFOR, AFOR and KFOR activities.

5.7. The components of the Operational Research Area are:

- 5.7.1. IPT 2 Capability Planning
- 5.7.2. IPT 10 NRF and Interoperability
- 5.7.3. IPT 12 Modelling, Simulation, and Training
- 5.7.4. Applications Development Resource Centre
- 5.7.5. Operations and Exercises Resource Centre

6. Command and Control Division

6.1 This area will be supported by the Command and Control and Surveillance and Sensors Areas of Core Competency, Area 5 and 6 of the Schedule in this contract.

6.2 This area provides essential scientific and technical support to the NATO C3 Agency customers in the areas of command and control (C2) technology, sensors and surveillance, and Theatre Missile Defence.

6.3 A primary example of the ability to apply analytical studies, simulation, exploratory prototyping, systems engineering and technology exploitation to meet operational military requirements is the NATO-wide Integrated Command and Control (ICC) capability for air operations. Through the use of the Air C2 Simulation and Demonstration Facility, and a strategic partnership with the NATO Programming Centre (NPC) in Glons, Belgium, their efforts have resulted in the provision of operational capabilities to NATO and national headquarters. The ICC is deployed in over 130 locations, including a number of research and industrial locations for possible use in the development of the Air Command and Control System (ACCS).

6.4 Through TMD expertise the Agency supports ACT, ACO, and NATO Nations in the development and implementation of effective theatre missile defence operations to protect NATO territory and forces. TMD architectures will need to be an integrated part of NATO C2, including ACCS Bi-SC AIS.

6.5 Staff in this area also provide support to NATO in relation to airborne early warning and surveillance and C2, in particular with regard to the NATO Airborne Early Warning & Control system and its integration into and interoperability with the future backbone and deployable ACCS components, and with maritime and army systems. Support is also provided to SHAPE in connection with the relationship between air operations and ground-based air defences.

6.6 They also undertake work in the area of air and ground surveillance identification and reconnaissance, particularly in relation to the definition,

evaluation, implementation, and operation of the ACCS surveillance and identification system, the emerging Air Defence and Aerospace Ground Surveillance and Reconnaissance (AGSR) capability, and the multi-tactical data-link operation. They conduct research into means of detecting, tracking and identifying new forms of military capabilities (such as ballistic and cruise missiles, uninhabited aerial vehicles and low-observables), interoperability of AGSR assets, integration of AGSR data products into NATO resources and dissemination of AGSR information, and performance specifications for future fixed or deployable active and passive sensor systems.

6.7 A number of electronic warfare (EW) projects conducted provide essential and fundamental resources for EW support to SHAPE while allowing technical features to be improved regularly. This support covers a wide range of topics and applications such as surveillance, radar, communications, electro-optics, directed energy and EW technology.

6.8 This area is the Agency's focal point for knowledge concerning emerging EW technologies and trends. It operates an electro-optical laboratory, which includes a mobile facility, as well as an EW simulation facility. Work carried out under the EW projects also contributes to the Strategic Commanders' Command and Control Warfare (C2W) Strategy and to the emerging Information Operations (INFO OPS) in NATO.

6.9 Components of the Command and Control Systems Area are:

- 6.1.1. IPT 8 Battle Management C2 and Missile Defence
- 6.1.2. IPT 11 Joint Intelligence, Surveillance and Reconnaissance (ISR) and Sensors
- 6.1.3. Command and Control Resource Centre
- 6.1.4. Surveillance and Sensors Resource Centre

7. Acquisition and Support

7.1. This area will be supported by the Acquisition and Support Area of Core Competency, Area 7 of the Schedule in this contract.

7.2. This area brings together project management, technical, contracting and logistics expertise to the customer-oriented projects of the NC3A. These projects and procurements concern mainly CIS equipment and air defence radars for NATO military commands, organizations and the various NATO nations.

7.3. All Acquisition projects are tailored to the specific needs of the customer. Requirements for projects supporting the NATO Security Investment Programme (NSIP) are approved and authorised by the NATO nations. The current acquisition strategy is to use wherever possible Commercial Off-The-Shelf (COTS) products as the basis for these acquisitions. This is the most cost-effective way of providing up-to-date NATO CIS capabilities which can evolve and remain relevant over time.

7.4. Responsive procurement requires a comprehensive support system. The Acquisition provides a full range of contracting, cost estimation and analysis, logistics support, quality assurance, facilities engineering and documentation services for the NC3A, as well as for other NATO activities and NATO nations.

7.5. Components of the Acquisition Management Area are:

- 7.5.1. IPT 5 – Alliance Automated Information Systems
- 7.5.2. IPT 6 – Static Communications and Infrastructure
- 7.5.3. IPT 7 – SATCOM and Deployable CIS
- 7.5.4. Project Management Resource Centre
- 7.5.5. Acquisition Support Resource Centre

Annex A Labour Category Descriptions

Software Engineers

1) RESERVED

2) RESERVED

3) RESERVED

4) RESERVED

5) RESERVED

6) RESERVED

7) RESERVED

8) RESERVED

9) RESERVED

10) RESERVED

11) RESERVED

Analysts

12) RESERVED

13) RESERVED

14) RESERVED

15) RESERVED

16) RESERVED

17) RESERVED

18) RESERVED

19) RESERVED

20) RESERVED

21)RESERVED

22)RESERVED

23)RESERVED

24)RESERVED

25)RESERVED

26) RESERVED

Information Systems Specialists

27)RESERVED

28)RESERVED

29)RESERVED

30)RESERVED

31)RESERVED

32)RESERVED

33)RESERVED

Network Communications Systems Specialists

34)RESERVED

35)RESERVED

36)RESERVED

37)RESERVED

38)RESERVED

39)RESERVED

40)RESERVED

41)RESERVED

42)RESERVED

43)RESERVED

44)RESERVED

45)RESERVED

46)RESERVED

47)RESERVED

48)RESERVED

49)RESERVED

Sensor, Reconnaissance & TMD Specialists

50)RESERVED

51)RESERVED

52)RESERVED

53)RESERVED

54)RESERVED

55)RESERVED

56)RESERVED

57)RESERVED

58)RESERVED

59)RESERVED

Administrative and Management Support Specialists

60)Documentation Specialists with the following skills and background:

- i) Create User Guides, Tutorials and User Manuals for applications
- ii) Create and maintain Context-sensitive help (based on Compiled HTML) for applications

61)RESERVED

62)RESERVED

63)RESERVED

64)RESERVED

65) Technical Writer/Editor

- a) Responsible for the content, context and proper control and formatting of information contained in the production of all Requests For Quotes (RFQ), Statement's Of Work (SOW), procurement initiation documentation (TBCE) and intranet content.
- b) Responsible for establishing and maintaining a centralized content (documentation) management server for all Business Processes, architectures and Interface Control Documents in support of projects and programs.
- c) Provide technical writing guidance to all Project and Program Managers.
- d) Assist Project Managers in technical writing matters.
- e) Create and maintain standards (process, policy, and templates) for writing network designs and documentation reviews that will result in a framework for standardised plans and designs.
- f) Exercise authority for facilitating documentation reviews and project walkthroughs to reduce conflict and confusion between stakeholders, reduced unnecessary communications, and improve understanding of subject matter and commitment through clear and concise reporting.
- g) Coach engineers and Project Managers on the use of branch document management and document control processes.
- h) Manage and maintain all project User Requirements, Concepts of Operation and Concepts of Operational Support documentation
- i) Improve the organisational quality of documentation and products as related to organisational and/or ISO 9000 procedures.
- j) Assist in establishing project documentation deliverables standards for user, system and training guides.
- k) Serve as the intranet information content manager.
- l) Write reports on associated activities and projects.
- m) Perform any other duties as may be required.

66) Contract/Procurement Specialist with the following skills and background:

- i) Expertise and experience in procurement procedures and processes including drafting of acquisition strategies, solicitations, contract terms and conditions, negotiation of prices and contracts with industry, cost and price analysis, award of contracts, and administration of contracts.
- ii) Expertise and experience in both systems level acquisitions and procurement of COTS items.
- iii) Skill and expertise in the use of automated procurement tools.

67) Cost Analyst/Estimator with the following skills and background:

- i) Demonstrated experience in the application of cost estimating and analysis techniques (including life cycle costing), work breakdown structures, cost estimating models, and the use of automated tools for cost estimating and analysis of systems level acquisitions.

68) Integrated Logistics Support Engineer with the following skills and background:

Expertise and experience in logistics support elements including training, planning of logistics support for new systems and upgrades/modifications to existing systems, inventory control, warranty management, spares provisioning. Knowledge of defence logistics concepts and familiarity with NATO logistics organisation and processes.

69) Project Manager with the following skills and background:

Provide expertise in performing all aspects of C4I project management functions including the definition of requirements, project and funding authorisation, acquisition, testing, acceptance, fielding, supporting, training, schedule management and integrated project reviews.

70) Systems Integration Engineer with the following skills and background:

- a) Provide expertise in the areas of design, specification, integration, test and documentation of NATO C4I systems functional requirements, software systems and subsystems, hardware, commercial off the shelf software, telecommunications interface control protocols, and security accreditation/certification analysis.
- b) Evaluation and preparation of computer or telecommunication systems schematics, written technical assessments, and interface control documents of C4I systems, networks and telecommunication interfaces.
- c) The documentation of existing network architectures; engineering analysis of C4I architectures, the research and cutting edge technologies that relate to system engineering; technical analysis and spiral development of C4I system.
- d) The identification, analysis, documentation on multilevel network security of communication and sensor systems.

71) Building Maintenance Specialists (Environmental Control)

- a) Provide expertise in the areas of design, specification, integration, test and documentation of Heating, Ventilating and Air-Conditioning systems functional and operational requirements, control engineering software systems and subsystems,
- b) Expertise and experience in Programmable Logical Controller (PLC) hardware such as SAIA PLC's and the know-how + knowledge to program these PLC's appropriately.
- c) Expertise and experience in Axeda/Wizcon building management-SCADA (Supervisory Control and Data Acquisition) system software.

72) RESERVED

73) RESERVED

74) Lawyer

- a) A university degree in Law from a university of recognised standing
- b) At least ten years experience in the legal profession which should preferably include work in the field of international law

- c) Experience in the field of contract law as related to implementation of major procurement projects
- d) The incumbent must have good analytical skills and be able to present legal issues in a clear and concise way both in writing and orally
- e) Excellent knowledge of English, both written and spoken, is essential; a good knowledge of French is desirable.
- f) Experience in negotiating contracts
- g) Experience in dealing with intellectual property rights and export control issues
- h) Experience in administrative law

75) Human Resources Specialist

- a) Ability to develop, review and implement human resources policies and procedures.
- b) Experience in coordination, formatting, and assisting in implementation of HR policies and procedures
- c) Ability to set up a training section within HR, develop employee development and training plan for dynamic and changing organisation. Ability to determine training needs for the organisation.
- d) Ability to develop, deliver and conduct training such as induction training, performance management skills, teambuilding etc.
- e) Ability to assist the Training Manager in all aspects of employee development and training plans implementation in the organisation. Monitor & report on training, administrator of database, including skills database.
- f) Ability to perform payroll administration, including pension, insurances, allowances, entitlements & benefits. Ability to administer personnel contracts. Ability to perform Post management (post numbers & budget).
- g) Ability to support all new staff members & spouse coming on board (removal etc.), housing, schooling, settling in, bank, health system, tax issues, visa issues etc, in an international environment. Assist in induction training.
- h) Ability to support management on all aspects of Human Resources, give advice with regard to performance management, planning, training, recruitment, and mediate in conflict and team situations.
- i) Ability to research, develop, implement and train new performance management system.

Annex B

Levels of Expertise

Consultant Support is divided into the following classifications dependent on education and experience:

1. Level 1: The most senior or principal staff. Individuals in this category possess unusual and unique technical knowledge and experience in the given discipline. These individuals are normally the corporate experts on a subject. An advanced degree, normally a doctorate would be expected at this level. If a doctorate is not possessed, extensive and unique experience would be required. An individual at this level would be expected to have published literature in his field or have been a collaborator on published works.
2. Level 2: Individuals in this category are Senior Staff that are experts in their discipline with considerable experience. Individuals at this level have normally been Lead Staff on large and complex projects within the company or been responsible for significant research work within the company. The individual would be expected to have a minimum of a Masters Degree, if not a doctorate. If such educational level has not been attained, extensive or unique knowledge or experience would be required.
3. Level 3: Individuals in this category are considered journeymen staff, personnel with excellent knowledge and significant experience in their discipline. The individual would normally be expected to have a minimum of a Baccalaureate Degree but may compensate for a lack of formal education by extensive or unique experience. An individual at this level would be expected to have assisted senior staff on major projects in his field.