



N A M S A

**AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT
NATO MAINTENANCE AND SUPPLY AGENCY**

CONTRACT N°

LR-RBG/4600001202

(Please refer to this number in all further correspondence)

Validity period from: 01 Nov 2005
to: 31 Oct 2008

MANTECH C2S CORP
200 WHEELER ROAD
BURLINGTON MA 01803
USA

Attn: L. C. GENTILE / LINDY MARTIN

Vendor No: XU982
Fax No : 0017812722721

OFFER: DATE REFERENCE
05 Sep 2004 EMAIL

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<p>CONTRACTOR 16 Nov 05</p> <p><i>L. C. Gentile</i> LAWRENCE C. GENTILE Sr. Contract Administrator Tel: +1 (781) 229-9482 (x21) Fax: +1 (781) 272-2721 Name, title, signature & date</p>	<p>NORTH ATLANTIC TREATY ORGANIZATION NATO Maintenance and Supply Agency (NAMSA)</p> <p><i>Gary M. Salava</i> GARY M. SALAVA Senior Contracting Officer Tel. +352 30636345 Fax. +352 307255</p>
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Your firm is encouraged to visit www.natolog.com
NAMSA's electronic commerce website.

09 Nov 2005

REFERENCE: LR-RBG/ 4600001202
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NAMSA L-8302 CAPELLEN(Luxembourg)

TEL:(+352)3063(+ext.)

FAX:(+352)3063 4300

CONTRACT

SCOPE OF CONTRACT : Consultancy Services in Systems Engineering, Configuration and Quality Management Support to the IT Systems and Applications fielded in NATO.

The Contractor represents that he operates as ☐ an individual ☐ a non-profit organization ☒ a corporation incorporated in United States of America.

The Contractor agrees to furnish and perform all the services set forth in the list of services attached to the Terms and Conditions for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions and the General Provisions. To the extent of any inconsistency between the Terms and Conditions or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Terms and Conditions and the General Provisions shall control. To the extent of any inconsistency between the Terms and Conditions and the General Provisions, the Terms and Conditions shall control.

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This contract consists of:

- Terms and conditions containing 21 Parts
- NAMSAs General Provisions for Fixed Price Contracts (Services)
- Termination for Convenience of NAMSAs
- Security Aspects Letter and Security Requirements Check List
- Appendix "A": Statement of Work
- List of services

all of which are hereby made a part of the contract and incorporated herein by reference.

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Part 1 - Services to be furnished by the Contractor

1. The Contractor shall furnish to NAMSA the services listed and priced in the attached document entitled "List of Services" and in accordance with Appendix A – Statement of Work.
2. The consultants contracted to provide the Consultancy Services are:

Name / First name / Job position: **LUDORF Peter – TIS Slot 1000**
Name / First name / Job position: **MANNING John – TIS Slot 1010**
Name / First name / Job position: **BECKER David – TIS Slot 1020**
Name / First name / Job position: **HEMBERG David – QoS Slot 1070**
3. The Contractor guarantees that the consultants have the skills, essential and desirable, corresponding to the requirements expressed in Para 11 of the Statement of Work, attached hereto.
4. The consultants will perform the required services during the normal NCSA working hours, 8:30 – 17:30 Monday to Thursday and 8:30 – 15:30 Friday.
5. NCSA holidays will be observed.
6. The project manager may consider deviations on an exceptional basis, however, always within the limits specified in the Purchase order. Please refer to Part 4 - hereof entitled "Purchase orders".
7. The hours performed by the consultants will be registered in the appropriate time-sheets, however, only hours performed during normal working time will be accounted unless otherwise agreed with the project manager. The Contractor will provide the time-sheets to the Section Chief TIS or the System Manager NGCS-PTC, indicated in Part 19, Contract Administration, for acceptance.
8. In case one or more of the consultant(s) listed in paragraph 2 above will no longer be able to provide the required services, the Contractor ensures that this (these) person(s) is (are) replaced without any negative impact on the timely delivery and quality of the services provided to NAMSA/NCSA. The Contractor shall provide evidence to NAMSA that the replacement offered is at the required standard. NAMSA shall have the right to interview the proposed individual(s) at no cost to NAMSA and to refuse those, which it judges to be below standard.
9. Should any of the consultants not perform properly or to the level of expertise required by the SOW, the Contractor will take immediate action to propose a new consultant who meets the SOW requirements.
10. Non-compliance by the Contractor with the requirements outlined in paragraphs 2 through 10 above but not exclusively limited to, might result in the contract being terminated under Clause 10 of the NAMSA General Provisions entitled "Default".
11. The pricing arrangements set forth in the "List of Services" attached hereto cover full and unconditional acceptance by the Contractor of all the requirements and

conditions included in the contract. These pricing arrangements satisfy any and all expenses incurred by the Contractor for a satisfactory performance of the services required under the contract.

Part 2 - Workload Forecast

The estimated workload per contract year is 220 working days per consultant. No minimum no maximum workload is guaranteed and NAMSA has no obligation to order any services under this contract.

Part 3 - Validity of Contract

1. The contract shall be effective for the period commencing with the effective date indicated on page one of the contract and shall be valid for a period of 3 years.
2. NAMSA reserves the unilateral right to extend the contract for either one (1) further period of two (2) years or two (2) further periods of one (1) year with the issue of a Change Order to this contract three (3) months prior to its expiration date.

Part 4 - Purchase Orders

1. All services to be performed by the Contractor under the contract shall be ordered by NAMSA by purchase orders.
2. Purchase Orders shall be in writing, dated and numbered, and shall set forth:
 - The description of the services to be rendered;
 - The period of performance;
 - The firm-fixed daily rates.
3. The terms and conditions, as well as the firm-fixed prices set forth herein shall govern all Purchase Orders issued against this contract. Amendments to Purchase Orders may be issued subject to the same conditions as the original Purchase Order. The Contractor will acknowledge receipt of the Purchase Order or amendment by signing it.
4. No Purchase Orders will be issued by NAMSA beyond the period of the contract. In case of Purchase Orders which have been issued but are not completed prior to the expiration of the contract, their processing will continue until completion, at the terms and conditions specified herein or in the relevant Purchase Order(s), unless otherwise notified by NAMSA.

Part 5 - Taxes and Duties

Clause 7. "Taxes and Duties" of the NAMSA General Provisions for Fixed- Price Contracts (Maintenance) is amended as follows:

1. If not located in Luxembourg, the Contractor is specifically responsible for obtaining any documentation required to permit NAMSA and its Customers to benefit from the fiscal regime applicable to exports.
2. NAMSA is specifically exempt from all duties and taxes (and this includes Value Added Tax within the European Union). For the purchase of supplies or services in countries within the European Union, NAMSA will, upon the request of the Contractor, provide a copy of the form "Request for exemption of value added tax on the basis of Article 15 (10) of Council Directive 77/388/CEE". This form will be signed and stamped by a NAMSA official for completion and processing by the Contractor as may be required by the national authorities concerned.
3. Contractors should note that NAMSA has **no** VAT number and **no** VAT identification number.

Part 6 - Invoicing and Payment

1. The services satisfactorily rendered under the terms of this contract shall be invoiced at the end of each month of performance.
2. The invoices shall be submitted in duplicate and accompanied by 2 copies of the approved monthly time sheets and a statement of satisfactorily performed services. Each invoice submitted shall bear the contract and Purchase order reference number, and shall refer to the service type and service line item. Faxed invoices are not accepted for payment.
3. In addition the following certificate shall be affixed to each invoice submitted for consultancy services:

"I certify that this invoice is correct and just, that payment has not been received and that the price is exclusive of all taxes and duties from which NAMSA is exempted."

4. Payment

Payment for services performed by the Contractor under the terms of this contract shall be made in EURO within fourteen (14.) days with 1% prompt payment discount or thirty (30) days net following receipt by NAMSA of invoices duly certified, supported and substantiated as specified above.

NAMSA will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.

The most efficient method of payment (and NAMSA's preferred method) is by electronic funds transfer (EFT). In order to pay the Contractor in a timely manner,

the Contractor is requested to specify the following information on the invoice or in a separate letter to NAMSA (Attn: Finance Division):

- a. Full name and address of banker(s)
- b. Detailed bank account information as follows:
 - For USA : bank account number(s) + ABA code (or SWIFT code)

Part 7 - Liquidated Damages

1. If the Contractor fails to deliver the services within the time specified in the purchase order, he shall pay NAMSA liquidated damages at the rate of 1 % for each full week of such delay but not more than a total of 10 % of the total price and/or total cost of the services.
2. Without prejudice to the final judgment regarding the liquidated damages, NAMSA shall be entitled to deduct imposed liquidated damages when paying invoices, even in the event that claims deriving from submitted invoices have been assigned or otherwise transferred to third parties. The total of the deductions made by NAMSA pursuant to this clause will be considered as full and final satisfaction of all claims received out of late delivery of any service.
3. During a period of one year after delivery and acceptance of the services performed, NAMSA shall have the right to claim liquidated damages even if such right is not reserved at the time when delivery is accepted.
4. The liquidated damages will not apply if the Contractor's failure to perform is due to causes beyond his control and without his fault or negligence.
5. Such causes may include but are not limited to: Acts of God or of the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and failure of subcontractors to perform due to such causes.
6. The foregoing provisions of this part apply only to delinquencies in deliveries and do not prejudice NAMSA's rights under the provisions of the clause entitled "Default" of the General Provisions for Fixed Price Contracts (Services).

Part 8 - Quality Assurance

The Contractor is responsible for maintaining effective control of the quality of the services provided.

Part 9 - Indemnity and Insurance

1. The Contractor shall indemnify and keep indemnified NAMSA, against cases of injury (including death) to any persons or loss of or damage to any property which may arise out of the act, default or negligence of the Contractor, a Sub-Contractor, their employees or agents in consequence of the Contractor's obligations under the

contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

2. Without thereby limiting his responsibilities in paragraph 1 above, the Contractor shall take insurance with a reputable insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in consequence of his obligations under the contract and against all actions, claims, demands, costs and expenses in respect thereof. The Contractor will provide documentary evidence that he took the appropriate insurance.

Part 10 - Confidentiality

1. The Contractor shall keep confidential any information obtained under or in connection with the contract and shall not divulge the same to any third party without the consent in writing of NAMSA.
2. The provision of this Part shall not apply to:
 - Any information in the public domain otherwise than by breach of the contract
 - Information in the possession of the receiving party before divulgence as aforesaid.
 - Information obtained from a third party who is free to divulge the same.
3. The Contractor shall divulge confidential information only to those employees who are directly involved in the contract or use of the Software and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
4. The Contractor shall ensure that his Sub-Contractors are bound by the requirements of this Part.
5. The provisions of this Part shall continue in force notwithstanding the termination of the contract.

Part 11 - Place of Performance and NCSA's Premises

1. The place of performance is:

NCSA/SMD
B – 7010 MONS / Belgium
2. If specifically defined in a Purchase order, part of the services may be performed at the Contractor's premises or via remote work.
3. NCSA will provide access to its premises and facilities as the Contractor may reasonably require for the provision of the Service. The Contractor may work on the premises only with the authorization of NCSA.

Part 12 - NAMSA provided space/facilities

NCSA will provide the necessary office space and facilities to allow the Contractor's personnel to properly perform the services ordered under this contract.

Part 13 - Security

1. A NAMSA Security Aspect Letter and a Security Requirements Check List are attached hereto and made a part hereof.
2. The Contractor undertakes to inform NAMSA within 2 weeks following the contract award date of the identities and NATO clearances of the members of his staff who may require access under the contract to NATO classified information and/or facilities.
3. For each identified person, the following particulars must be clearly mentioned:
Full Name,
Nationality,
Date and Place of Birth,
Passport/ID Card N°,
Expiration Date,
Where issued,
Security Clearance, if any
(NATO TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, NATIONAL SECRET, NATIONAL CONFIDENTIAL)
4. NAMSA must be informed of any change to this list of personnel at least three (3) working days prior to any performance and/or scheduled visit. In case of urgency, NAMSA will take the necessary measures for escorted access for (contractor) personnel, as required.
5. Non compliance with security requirements might result in the contract being terminated under the terms of Clause 10 of the NAMSA General Provisions entitled "Default".

Part 14 - Materials, Equipment and Data supplied by NAMSA

1. All material, equipment or data, wherein the term data means all recorded information, regardless of form or media, and includes technical data and software, and wherein software means any computer program, computer database, and software associated documentation supplied by NAMSA for use in the contract shall be kept by the Contractor strictly for the use of this contract and shall not be re-allocated to any other work whatsoever without the prior consent in writing of NAMSA.
2. All material, equipment or data so supplied shall remain the property of NAMSA and the Contractor shall at all times and places until its return to NAMSA, keep and

maintain such material and equipment under proper conditions and with all due and reasonable care subject in the case of equipment to fair wear and tear.

3. The Contractor shall be liable for all loss or damage however caused to such material, equipment or data throughout the whole of the period during which they are in his custody.

Part 15 - Safety and Accident Prevention

1. In performing any services under this contract on premises which are under the direct control of NAMSA or its customers, the Contractor shall conform to all safety rules and requirements, and take such additional precautions as may be prescribed on such premises for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor's personnel, NAMSA's personnel and/or any third party, performing or in any way involved in the performance of this contract on such premises.
2. The Contractor is responsible for and must strictly comply with the safety and environmental provisions, if any of the attached SOW.

Part 16 - Subcontractors

1. The Contractor is solely responsible for the performance of the contract. No consent or approval by NAMSA of any sub-contract or any provisions thereof shall be construed to be a determination of the acceptability of any sub-contract price or of any amount paid under any sub-contract or to relieve the Contractor of any responsibility for performing the contract in accordance with its terms and conditions, unless such approval or consent specifically provides otherwise.
2. The Contractor shall not enter into any sub-contract with firms located outside NATO countries or having their legal residence outside NATO countries without the written approval of NAMSA - Contracting Officer. Only in exceptional cases would NAMSA consider such approval.
3. In order to ensure NAMSA's rights under this contract the Contractor shall flow down the relevant requirements of this contract i.e. those for which the Contractor has an obligation towards NAMSA to any subcontract he will conclude.
4. Paragraphs 2 and 3 above are critical elements in the performance under this contract.

Part 17 - Termination for Convenience of NAMSA

The provisions applicable to "Termination for Convenience of NAMSA" are attached.

Part 18 - Notification of Changes

1. If at any time during the performance of this contract, the Contractor considers that he has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this contract, he shall notify the contracting officer immediately. This notification shall as a minimum contain a cost breakdown of the additional costs to be incurred by the Contractor if he would implement the change/deviation and the related impacts on the schedule. This information must be provided to such level of detail to allow the contracting officer to provide a comprehensive response within 14 days after receipt of the notification from the Contractor.
2. Following the submission of this notification, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as originally agreed.
3. NAMSA shall not bear any responsibility for services performed by the Contractor outside the contract scope and NAMSA shall not compensate the Contractor in either time or money for such services not specifically authorized or requested by the contracting officer in writing and subsequently included in the contract through a Supplemental Agreement.
4. Consequently, the Contractor cannot claim additional money and/or time for services performed during the performance of the contract which has not been identified as part of the scope of this contract.

Part 19 - Contract Administration**By the Contractor:**

The names of the officials designated by the Contractor to administer this contract are:

Contractual matters:

Company name: ManTech C2S Corporation
Address: 200 Wheeler Road
South Tower – 4th Floor
USA – BURLINGTON, MA 01803
Attn: Mr. Lawrence C. GENTILE
Phone: +1 781 229 9482 X21
Fax: +1 781 272 2721
email: larry.gentile@mantech.com

Technical matters:

Company name: ManTech C2S Corporation
Address: 200 Wheeler Road
South Tower – 4th Floor

Attn: USA – BURLINGTON, MA 01803
Mr. Lindy MARTIN
Phone: +32 2 751 6149
Fax: +32 2 751 6150
email: lindy.martin@mantech.com

By NAMSA:

All correspondence and communications pertaining to contract administration shall be sent to the following:

NATO MAINTENANCE AND SUPPLY AGENCY (NAMSA)
L-8302 CAPELLEN, LUXEMBOURG
Attn: LR-MMC (Mr. Gary SALAVA, Senior Contracting Officer)
Phone: +352 3063 6345
Fax: +352 3063 4300 or 4345
email: gsalava@namsa.nato.int

For all **technical** matters, the responsible Contract Technical Officer (CTO) is:

NATO MAINTENANCE AND SUPPLY AGENCY (NAMSA)
L-8302 CAPELLEN, LUXEMBOURG
Attn: LR-MG (Ms. Marie-Laure REILAND, Section Chief)
Phone: +352 3063 6053
Fax: +352 30 72 55
email: mlreiland@namsa.nato.int

By NCSA:

For all **technical** matters, the responsible System Manager is:

NATO COMMUNICATIONS AND INFORMATION SYTEMS SERVICES AGENCY
(NCSA)
B – 7010 SHAPE / Belgium

Attn: Mr. Bernd KREMER
Phone: +32 6544 7359
email: bernd.kremer@nacosa.nato.int

Part 20 - Publicity and Public Relations

The Contractor shall not make any press release or public statement concerning this contract without the prior written approval of NAMSA.

Part 21 - Integrity / No Bribe

1. NAMSA draws the contractors' attention to the fact that it is strictly forbidden to offer gifts or other advantages to Agency staff members. This also includes any so-called end-of-year gifts which cannot be considered to be advertising presents.
2. If the Agency establishes that this ban has been disregarded, NAMSA may terminate this contract at no cost to NAMSA and your firm may be removed from the Agency's source file after the Agency has informed the relevant national authorities.

STATEMENT OF WORK

SAR Implementation Technical Support

1. INTRODUCTION

NATO CIS SERVICES AGENCY/SYSTEM MANAGEMENT DIVISION (NCSA/SMD) has the responsibility to provide Systems Engineering, Configuration and Quality Management support to those IT Systems and Applications fielded in NATO. This Statement of Work (SOW) is in support of the Transmission Infrastructure Section.

2. SCOPE OF THE PROJECT

NATO has a requirement for 10-man consultancy to perform the subject work. The current Secure NATO IP WAN is designed of a heterogeneous Network (Bay, 3Com, CISCO) of est. 300 Routers. These Routers are connected to each other via Serial links and bulk encryption devices. Part of them is under central control and another part is under national/local control. The NATO General purpose Communication and Information System – Packet Transport Component Project (NGCS-PTC) will provide a Group of CISCO 7206 Backbone Routers (still interconnected with Serial Links) and the NICE Project will provide Hardware IP encryption devices plus the adjacent CISCO Service Access Routers (creating a QoS, Management and Multicast environment). For this implementation effort we require consultancy support to take over and standardize the full network to enable the contractor to deliver and implement the new Routers in a fast and efficient manner. These contractors will assist as well central NCSA to cope with the expected workload during cutover to the new Network.

3. OBJECTIVES

The deliverables can be described as essential consultancy to perform NS-WAN, NGCS-PTC and SAR level two technical support and cut over support resulting in a well documented Network Configuration Baseline to enable in future an efficient Network Management:

- Drafting, verifying and executing Cut over plans
- Drafting, verifying and implementing ILSPs
- Drafting, verifying and implementing Equipment Baselines
- Drafting, verifying and implementing QoS and Diffserv Plans
- Fine tuning QoS and Diffserv implementation
- Generating the appropriate Circuit modifications
- Operating and Controlling the Network in the start-up phase

4. TEAM COMPOSITION

4.1. Three people (TIS Support) are required to augment the existing Team of one System Manager, one System Engineer and 3 Router Technicians. One will be required as cut over director and System Management Support (conceptual Planning). The other two people are required as Technician support (router hands on programming) one as Senior Technician and the other as Technician.

The Team will be supported by various external Consultancy Services of the System Experts (CISCO, Trusted Solaris - SUN, HP-OV – HP, Netscout Systems..).

4.2. Four people (CMC Support) are required to augment the NCC-P (Network Control Centre – Primary) team to provide 24/7 coverage in Network Monitoring of the NGCS-PTC and SAR Network. Three of them will work on shift.

4.3. Three people (QoS Support) are required to assist NCSA in Quality of Service Management of the respective Network.

5. RESOURCE

Seven (3 TIS, 3 QoS, 1 CMC) full-time consultants are required for a period of 220 man-days each of 8 working hours each but excluding SHAPE official holiday periods. All leave periods requested by the contractor shall be at the discretion of NCSA/SMD.

Three (CMC) full-time consultants are required for a period of 220 man-days working in a shift schedule after the Network starts carrying traffic. All leave periods requested by the contractor shall be at the discretion of NCSA/SMD.

The start of the consultancy work is as soon as possible after the contract has been signed.

6. MANAGEMENT

For the duration of the consultancy period the consultant shall work at NCSA/SMD under the supervision of the NCSA/SMD System Manager, Mr. Bernd Kremer. NCSA/SMD will provide office accommodation and facilities for use by the consultant. The working language shall be English. The consultant shall submit in writing monthly manpower timesheets in accordance with SHAPE reporting procedures. Those timesheets countersigned by the Section Chief TIS or by the System Manager NGCS-PTC including a statement that the services are performed to NCSA's full satisfaction shall be attached to the Contractor's monthly invoices submitted in the frame of this contract.

7. TRAVEL

The consultant may be required, at NCSA/SMD discretion, to travel to remote NGCS-PTC sites in order to provide on-site support. Such travel is normally of short duration, up to 1 week and occurs

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infrequently, possibly 3 times a year. All travel requests in support of this contract shall be approved by NATO. All travel costs associated to on-site support (Travel and Per Diem) are to be paid by NATO.

8. WORK LOCATION

The working location will be the SHAPE Control Centre, a secure, windowless computer facility, located at SHAPE, Mons, Belgium with the exception of one dayshift staff member (CMC slot 1060) who will work at NCC-A in Northwood UK.

9. REQUIRED HARDWARE AND SOFTWARE TOOLS

NCSA will provide the necessary workspace, hardware and software on the NCSA premises.

10. TIME FRAME

The period of performance will be: 1st September 2005 until 220 working days are achieved. There will be 2 possible extension periods of 220 days each at NATO's discretion.

11. REQUIRED QUALIFICATIONS

11.1 SYSTEM MANAGEMENT CONSULTANT (TIS Slot 1000)

Essential Skills:

- System Management Skills/Experience in a Network Environment
- Experience in writing operations and support procedures in big (Military or Service Provider) Organisations
- Basic NATO background
- English SLP level 3333

Desirable Skills:

- Degree in Management / Business Administration
- Conversant with NATO ILSP's (Integrated Logistic Support Plans)
- Knowledge about NATO's IT Systems
- System Management Skills/Experience in a ROUTER Network Environment

11.2 SENIOR CISCO ROUTER TECHNICIAN (TIS Slot 1010)

Essential Skills:

- CCNP (CISCO Certified Network Professional) on Routing even if expired in recent timeframe
- Experience with router programming / management in Networks
- In-depth knowledge of OSPF
- UNIX / SOLARIS essentials
- HP-OV Experience
- Good understanding of the concept of QoS in IP-Networks

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- English SLP level 3333

Desirable Skills:

- CCIE (CISCO Certified Internetworking Expert)
- Knowledge and experience with IP packet encryption.
- Experience of systems implementation in the NATO environment.
- Experience of installing of the TCE 621 IP Crypto would be an asset.
- Solaris experience / Certification
- HP-OV experience / Certification
- CISCO works experience
- Netscout contacts
- 3Com / Bay Networks Experience

11.2 CISCO ROUTER TECHNICIAN (TIS Slot 1020)

Essential Skills:

- CCNA
- Experience with router programming / management in Networks
- Knowledge of OSPF
- UNIX / SOLARIS contact
- HP-OV contact
- Understanding of the concept of QoS in IP-Networks
- English SLP level 3333

Desirable Skills:

- CCNP
- Knowledge and experience with IP packet encryption.
- Experience of systems implementation in the NATO environment.
- Experience of installing of the TCE 621 IP Crypto would be an asset.
- Solaris experience / Certification
- HP-OV experience / certification
- CISCO works experience
- Netscout contacts
- 3Com / Bay Networks Experience

11.3 NETWORK CONTROLLER (CMC – 3 Slots 1030, 1040, 1050)

Essential Skills:

- CCNA
- Experience with router programming / management in Networks
- Knowledge of OSPF
- UNIX / SOLARIS contact
- HP-OV contact
- Understanding of the concept of QoS in IP-Networks
- English SLP level 3333

Desirable Skills:

- CCNP
- Knowledge and experience with IP packet encryption.

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- Experience of systems implementation in the NATO environment.
- Experience of installing of the TCE 621 IP Crypto would be an asset.
- Solaris 8 experience / Certification
- HP-OV experience / certification
- CISCO works experience
- Remedy AR contacts
- Netscout contacts
- 3Com / Bay Networks Experience

11.4 NETWORK CONTROLLER DAYSHIFT (CMC Slot 1060)

Essential Skills:

- CCNA
- Experience with router programming / management in Networks
- Knowledge of OSPF
- UNIX / SOLARIS contact
- HP-OV contact
- Understanding of the concept of QoS in IP-Networks
- English SLP level 3333

Desirable Skills:

- CCNP
- Knowledge and experience with IP packet encryption.
- Experience of systems implementation in the NATO environment.
- Experience of installing of the TCE 621 IP Crypto would be an asset.
- Solaris experience / Certification
- HP-OV experience / certification
- CISCO works experience
- Remedy AR contacts
- Netscout contacts
- 3Com / Bay Networks Experience

11.5 NETWORK QoS TECHNICIAN (QoS -- 2 Slots 1070, 1080)

Essential Skills:

- CCNA
- Experience with router programming / management in Networks
- Knowledge of OSPF
- UNIX / SOLARIS contact
- HP-OV contact
- Understanding of the concept of QoS in IP-Networks
- English SLP level 3333

Desirable Skills:

- CCNP
- Knowledge and experience with IP packet encryption.
- Experience of systems implementation in the NATO environment.
- Experience of installing of the TCE 621 IP Crypto would be an asset.
- Solaris experience / Certification
- HP-OV experience / certification
- CISCO works experience

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- Netscout contacts
- 3Com / Bay Networks Experience

11.6 NETWORK TECHNICIAN DATABASE OPS (QoS Slot 1090)

Essential Skills:

- Experience with router programming / management in Networks
- Knowledge of OSPF
- UNIX / SOLARIS contact
- HP-OV contact
- Understanding of the concept of QoS in IP-Networks
- Knowledge of Circuit Management
- English SLP level 3333

Desirable Skills:

- CCNA
- Knowledge and experience with IP packet encryption.
- Experience of systems implementation in the NATO environment.
- Previous work with NATO's CAST
- Experience of installing of the TCE 621 IP Crypto would be an asset.
- Solaris experience / Certification
- HP-OV experience / certification
- CISCO works experience
- Netscout contacts
- 3Com / Bay Networks Experience

The candidates will be selected based on their CV's, if deemed necessary they may be interviewed by NCSA POCs. Interviews, if required, will take place at SHAPE Mons, Belgium.

12. SECURITY CLEARANCE

The minimum security clearance that consultants must have to work at NCSA/SMD is NATO SECRET. However, a TOP SECRET clearance is required to allow the consultant to perform specific tasks without him/her having to be supervised by NATO personnel, therefore CTS clearance shall be requested for the respective personnel immediately after contract signature.

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NAMSA SECURITY ASPECTS LETTER

In the performance of this contract, the prime contractor and any subcontractor(s) are required to comply with NATO Security Regulations as implemented by the National Security Authority of the country in which the work is performed.

1. All classified information and material shall be safeguarded in accordance with the requirements established by the National Security Authority of the country in which the work is performed.

In particular, the contractor shall:

- 1.1 appoint an officer to be responsible for supervising and directing security measures in relation to the Request For Proposals, contract or sub-contract;
- 1.2 within 30 calendar days of selection, submit the personal particulars of the persons he wishes to employ on the contract to those individual's national security authorities with a view to obtaining security clearances at the required level. A letter attesting to the fact that the paperwork has been submitted must be forwarded to the NAMSAs Security Officer;
- 1.3 maintain, preferably through the officer responsible for security measures, a continuing relationship with the national security authority in order to ensure that all NATO classified information involved in the bid, contract or sub-contract is properly safeguarded;
- 1.4 abstain from copying by any means, without first obtaining NAMSAs permission, any classified material (including documents) entrusted to him by NAMSAs;
- 1.5 supply his national security authority, when so requested by the latter, with any information on the persons who will be required to have access to NATO classified information concerning the contract;
- 1.6 maintain a record of his employees taking part in the project and who have been cleared to have access to NATO classified information. This record must show the period of validity and the level of the clearances;
- 1.7 deny access to NATO classified information to any persons other than those authorized to have access by his national security authority;
- 1.8 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;
- 1.9 comply with any request from NAMSAs or his national security authority that persons to be entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding of their obligations under national legislation on the safeguarding of classified information;

-
- 1.10 report to the NAMS Security Officer and to his national security authority 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 his national security authority, such as reports on holdings of NATO classified information or material;
 - 1.11 obtain the approval of NAMS 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 in his own contract;
 - 1.12 undertake not to utilize, other than for the specific purpose of the bid, contract or sub-contract, without the written permission of NAMS or the prime contractor, any NATO classified information supplied to him, and to return to NAMS 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 authorized by the contracting officer or the sub-contracting officer. Such NATO classified information shall be returned at such time as the contracting officer may direct;
 - 1.13 comply with any procedure established with respect to the dissemination of NATO classified information in connection with the contract or sub-contract.
 - 1.14 within 30 calendar days of contract award, submit the required documentation to the company's national security authority with a view to obtaining clearance for the company to work under contract to NATO. A letter attesting to the fact that the paperwork has been submitted must be forwarded to the NAMS Security Officer.
2. Any person taking part in the performance of work the classified parts of which are to be safeguarded, must possess the appropriate NATO security clearance issued by his national security authority. The level of this clearance must be at least equal to the security category of the material, the related information or specifications.
 3. Unless specifically authorized to do so by NAMS, 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.
 4. No change in level of classification or declassification of documentation or material may be carried out, unless written authority in this respect is obtained from NAMS.
 5. Failure to implement these provisions and the security regulations established by the National Security Authority of the country where the contractual work is being performed may result in termination of this contract without reimbursement to the contractor or claim against NATO, NAMS or the national government of the said country.
 6. The attached NAMS Security Requirements Check List (SRCL) indicates the level of classification of the data and material (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.

7. The transportation/return of NATO classified material from private firms to NAMSA is to be performed on the firms' initiative through their national security authorities.
8. If item 21 (Access to Sites) of the Security Requirements Check List is the only item requiring a classification other than NATO Unclassified, the following procedures apply:
 - 8.1 If the contractor personnel have submitted their personal particulars to their national authorities in accordance with paragraph 1.2 above, and if the company has applied for clearance in accordance with paragraph 1.14 above, then contractor personnel may have restricted access to Agency facilities.
 - 8.2 Restricted access is defined as requiring escort while in the administrative or operational workspace of the Agency. Administrative or operational workspace is defined as any indoor space other than:
 - the bank, the canteen, and the NAMSA Staff Association Shop, or,
 - any formally designated security area specifically set aside to permit unescorted access (e.g. the AO Administrative Security Area of building 24).
 - 8.3 If access is required prior to the submission of the documentation required in paragraphs 1.2 and 1.14 above, then the contractor personnel will be admitted under escort (in accordance with the normal administrative procedures for escorted access).

**NATO MAINTENANCE & SUPPLY AGENCY
L-8302 CAPELLEN /LUXEMBOURG**

SECURITY REQUIREMENTS CHECK LIST (SRCL)

ITEMS APPLICABLE: ALL SERVICES INCLUDED IN CONTRACT LR-RBG/4600001202 – ManTech US		SECURITY CLASSIFICATION IN THIS CONTRACT					
S U B J E C T: Consultancy Support for NCSA		see remark N°	CTS	NS	NC	NR	NU
1	CONTRACT LR-RBG/4600001202						X
2	GENERAL DESCRIPTION OF ITEMS IN THIS CONTRACT						X
2A	DETAILED DESCRIPTION OF INDIVIDUAL ITEMS						X
3	EXISTENCE OF CONTRACT						X
4	COMPLETE EQUIPMENT						X
5	DRAWINGS AND SKETCHES						X
6	SPECIFICATIONS						X
7	DESIGN CALCULATION						X
8	TEST AND PERFORMANCE DATA						X
9	ASSEMBLIES AND SUB-ASSEMBLIES						X
10	TEST EQUIPMENT						X
11	SUB-CONTRACTS						X
12	TECHNICAL REPORTS						X
13	PROGRESS REPORTS AND PRODUCTION REPORTS						X
14	INSTALLATIONS						X
15	OPERATING INSTRUCTIONS						X
16	MAINTENANCE INSTRUCTIONS						X
17	PARTS LIST						X
18	PACKAGING AND PACKING INSTRUCTIONS						X
19	SHIPPING INSTRUCTIONS						X
20	QUANTITIES						X
21	ACCESS TO SITES			X			
22	LAN ADMINISTRATION		X				
23							
24							
25							

APPROVED BY:

Marie-Laure REILAND

03.11.2005

LR-MG Section Chief

REMARKS: n/a

GENERAL PROVISIONS FOR FIXED-PRICE CONTRACTS (SERVICES)

Clause 1 - DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- 1.1 The term "NAMSA" means "NATO Maintenance and Supply Agency",
L - 8302 Capellen, Grand-Duchy of Luxembourg.
- 1.2 All correspondence and contacts concerning contracts for services shall be with
the Contracting Officer/buyer unless otherwise directed.
- 1.3 The term "NAMSO Member State" means a member state of the NATO
Maintenance and Supply Organization (NAMSO).
- 1.4 The term "Customer Country" means that particular NAMSO member state for
which NAMSA is obtaining the services called for under this contract, or a part thereof.
- 1.5 The term "Contractor" means the party who has entered into this contract with
NAMSA.
- 1.6 The term "Contract" means the contractual instrument to which these General
Provisions apply.
- 1.7 The term "Subcontract" means, except as otherwise provided in this contract,
any agreement, contract or subcontract made by the Contractor with any other party in fulfillment of any part
of this contract, and any agreement, contract or subcontract thereunder.

Clause 2 - CHANGES

2.1 Except as otherwise provided in this contract, NAMSA may at any time, within
the general scope of this contract, by a written order make changes in any one or more of the following:

2.1.1 specifications, or make additions thereto, issue additional
instructions, require modified or additional services, within the scope of this contract; or change the amount
of NAMSA furnished property;

2.1.2 marking, method of shipment or packing;

2.1.3 place of delivery; and

2.1.4 place of inspection and acceptance.

2.2 If any such change causes an increase or decrease in the cost of, or the time
required for, the performance of this contract or of any part of the work under this contract, whether changed
or not changed by any such order, an equitable adjustment shall be made and the contract shall be modified
in writing accordingly. Any claim by the Contractor for adjustment under this Clause must be asserted within
thirty (30) days from the date of receipt by the Contractor of the notification of change, provided, however,
that NAMSA, if it decides that the facts justify such action may receive and act upon any such claim asserted
at any time prior to final payment under this contract. Failure to agree to any adjustment shall be considered
a dispute within the meaning of the Clause entitled "Disputes" in these General Provisions. Pending
arbitration the Contractor shall proceed with the contract as changed, without delay.

2.3 Where the cost of property made obsolete or excess as a result of a change is
included in the Contractor's claim for adjustment, NAMSA shall have the right to prescribe the manner of
disposition of such property.

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2.4 Any other change in the terms of this contract, including but not limited to,
changes in price, quantity, delivery schedules, or performance schedules, may be made only by agreement
in writing executed by both parties.

Clause 3 - ASSIGNMENT

Except as otherwise provided in this contract, this contract shall not be assignable by the
Contractor or operation of law without the prior approval of NAMSA in writing. No such assignment shall
become effective until the assignee has received written approval from NAMSA. Any request for such
approval shall be accompanied by a true copy of the intended instrument of assignment. NAMSA will not
unreasonably withhold any such approval or assignment.

Clause 4 - PATENT INDEMNITY

Except as otherwise provided in this contract, the Contractor agrees to assume all liability for
the infringement, if any, of patents in force in the countries where the services will be performed under this
contract and in other countries where the patents are in force; and will be responsible for obtaining any
patent licenses necessary for the performance of this contract and for making any other arrangements
required to protect NAMSA from any liability for patent infringement in said countries. The Contractor will
notify NAMSA of any claim of which it has knowledge, or may be notified, of patent infringement pertaining
thereto.

Clause 5 - SECURITY

If any plans, specifications or other similar documents relating to the contract or the
performance of same are marked "Cosmic Top Secret", "NATO Secret", "NATO Confidential", or "NATO
Restricted", the Contractor shall safeguard NATO security by:

5.1 ensuring that no such document is accessible to any person not entitled to
knowledge of such document;

5.2 complying with the national security regulations currently in force in its country;

5.3 complying with any special NATO or NAMSA security regulations which may be
supplied by NAMSA.

Clause 6 - IMPORT AND EXPORT FORMALITIES

The Contractor shall be responsible for compliance with all applicable national import and
export customs regulations and formalities, including payment of fees incident thereto and the posting of a
customs bond, if required, and further, including all required licenses, customs declarations and other
documentation, concerning the entry to and the exit from the Contractor's facility, including delivery to final
destination, of all items or material pertinent to the Contractor's performance under this contract except as
otherwise provided herein.

Clause 7 - TAXES AND DUTIES

7.1 NAMSA, as a subsidiary body of NATO is, by application of the Ottawa
Agreement, dated 20 September 1951, exempt from all taxes and duties.

7.2 Services sold to or through NAMSA are to be considered as exports.
Consequently, the Contractor is responsible for obtaining any documentation required to permit NAMSA and
its customers to benefit from the fiscal regime applicable to exports.

7.3 However, if the Contractor is compelled by application of any governmental law
or regulation to pay any readily identifiable tax or duty in relation to this contract, he will indicate such tax or

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duty as a separate item of cost on his invoice(s). Any such tax or duty shall be fully identified by reference to the governmental law or regulation pursuant to which such tax or duty is enforced.

7.4 Following payment by NAMSA of the amount(s) for taxes and/or duties pursuant to paragraph 7.3 above, should the Contractor receive a rebate or rebates, of any part or all of the said amount(s) so paid by NAMSA, the Contractor shall notify NAMSA promptly and the amount(s) of such rebate(s) shall be credited or paid over by the Contractor to NAMSA at NAMSA's option. The Contractor shall take any action that could be reasonably required in order to obtain such rebate(s) whenever he is aware of the possibility of obtaining it (them).

7.5 The submission of an invoice for taxes and/or duties under the provisions of this Clause shall constitute the Contractor's guarantee that such taxes have or will be paid. If for any reason, the taxes and/or duties are not paid, they shall be refunded in full with any interest earned while the funds for such payment(s) were held by the Contractor.

NOTE: If the contract is to be performed in Luxembourg, the foregoing clause is to be made inapplicable to the contract by mention to that effect in the Schedule and the following clause added in lieu thereof in the same Schedule provision:

"Taxes and Duties

The Agreement between NAMSA and the Government of Luxembourg, dated 19 June 1968, entitled 'Agreement regarding exemption from taxes, duties and rates granted to NAMSA by the Luxembourg Authorities' is applicable to this contract and is made a part hereof by reference."

Clause 8 - SPECIAL AREAS

8.1 Except as otherwise provided in this contract, the Contractor shall not acquire for use in the performance of this contract any material and/or services originating from sources in countries which are:

8.1.1 subject to a formal trade embargo to be observed by NATO;

8.1.2 known to disregard international trade conventions in respect of

copyright;

8.1.3 under communist control:

- China (PRC)
- Cuba
- Laos
- North Korea
- Vietnam.

8.2 Except as otherwise provided in this contract, the Contractor agrees to insert the provisions of this clause in subcontracts hereunder.

Clause 9 - WARRANTY

9.1 Contractor hereby guarantees that he will perform all services under this contract in a good and workmanlike manner, in accordance with any technical orders or other instructions as specified in the Schedule of this contract and that the items on which the work is performed will be guaranteed for the period of time specified in such Schedule, as more fully set forth in the Schedule of this contract.

9.2 If Contractor supplies any spare parts hereunder, unless otherwise specified in this contract, such items shall be unused and in new condition, of the latest production, and conform to the latest applicable specifications, drawings, and other descriptions, if any, of appropriate military and/or civilian

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agencies, and, if any, of the Contractor and shall be free from defects in material, design and/or workmanship.

9.3 If any equipment incident to services or component thereof to which this guarantee applies, fails to provide such service due to defective services of the Contractor or defective spare parts furnished by the Contractor, the Contractor agrees either to repair the equipment, or component, at its own expense, including any transportation costs, or reach an agreement with NAMSA for an equitable settlement. The Contractor shall undertake, if he chooses to carry out the repair work, to grant the same guarantee for the repaired equipment as was applied to the original equipment. Failure to reach such an agreement shall be a dispute within the meaning of the clause entitled "Disputes" in these General Provisions.

Clause 10 - DEFAULT

If the Contractor fails to perform the services within the time specified, becomes bankrupt, or otherwise fails to comply with his obligations under this contract, NAMSA may by written Notice of Default to the Contractor terminate the whole or any part of this contract at no cost to NAMSA. Thereafter, NAMSA may procure or otherwise obtain the services so terminated, and the Contractor shall be liable to NAMSA for any excess costs for such services, unless Contractor's failure to perform is due to causes beyond his control and without his fault or negligence. The Contractor shall continue to perform under this contract to the extent not terminated hereunder.

Clause 11 - TERMINATION FOR CONVENIENCE OF NAMSA

In the event NAMSA determines that services ordered hereunder are no longer required, the Contractor agrees to cease its work hereunder and cancel any subcontracts hereunder and will use its best endeavours to effect such stoppage and/or cancellation on terms as favourable to NAMSA as can be granted or obtained, or as may be more fully set forth in the Schedule of this contract.

Clause 12 - NAMSA FURNISHED PROPERTY

12.1 It is the policy of NAMSA that the Contractor shall furnish all property, including spare parts, necessary for the successful and timely performance of the services required under its maintenance contracts. Therefore, the following provisions are applicable to this contract only if NAMSA furnishes NAMSA property to the Contractor for his use in the performance of this contract, or requires the Contractor to acquire property, to which NAMSA will assume title, for such use.

12.2 NAMSA Furnished Property

NAMSA shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described as NAMSA furnished property in the Schedule, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "NAMSA furnished property"). The delivery or performance dates for the material or services to be furnished by the Contractor under this contract are based upon the expectation that NAMSA furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule, or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that NAMSA furnished property is not delivered to the Contractor by such time or times, NAMSA shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor hereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes". In the event NAMSA furnished property is received by the Contractor in a condition not suitable for the intended use the Contractor shall, upon receipt thereof, notify NAMSA of such fact and, as directed by NAMSA, either (i) return such property at the NAMSA expense or otherwise dispose of the property, or (ii) effect repairs or modifications. Upon the completion of (i) or (ii) above, NAMSA upon written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification, in

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accordance with the procedures provided for in the clause of this contract entitled "Changes". The foregoing provisions for adjustment are exclusive and NAMSA shall not be liable for breach of contract by reason of any delay in delivery of NAMSA furnished property or delivery of such property in a condition not suitable for its intended use.

12.3 Changes in NAMSA Furnished Property

12.3.1 By notice in writing, NAMSA may (i) decrease the property provided or to be provided by NAMSA under this contract, or (ii) substitute other NAMSA property for property to be provided by NAMSA, or to be acquired by the Contractor for NAMSA under this contract. The Contractor shall promptly take such actions as NAMSA may direct with respect to the removal and shipment of property covered by such notice.

12.3.2 In the event of any decrease in or substitution of property pursuant to paragraph (a) above, or any withdrawal of authority to use property provided under any other contract, which property NAMSA had agreed in the Schedule to make available for the performance of this contract, NAMSA, upon the written request of the Contractor (or, if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this contract.

12.4 Title

12.4.1 Title to all property furnished by NAMSA shall remain in NAMSA. In order to define the obligations of the parties under this clause, title to each item of facilities, special test equipment, and special tooling acquired by the Contractor for NAMSA pursuant to this contract shall pass to and vest in NAMSA when it has been fully paid for by NAMSA either through amortization under this contract or otherwise.

12.4.2 All NAMSA furnished property, together with all property acquired by the Contractor title to which vests in NAMSA under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "NAMSA property". Title to NAMSA property shall not be affected by the incorporation or attachment thereof to any property owned or leased by the Contractor, nor shall such NAMSA property or any part thereof be or become a fixture or lose its identity as a personality by reason of affixation to any realty. For the purposes of this clause, it shall be assumed that title to property furnished under this contract is vested in NAMSA even though it may, in actuality, be owned by one or more NAMSA customers or NATO member countries.

12.5 Property Administration

The Contractor shall comply with the provisions of this contract identified in the Schedule as "Property Administration".

12.6 Use of NAMSA Property

NAMSA property shall, unless otherwise provided herein or approved by NAMSA be used only for the performance of this contract.

12.7 Utilization, Maintenance and Repair of NAMSA Property

The Contractor shall maintain and administer, in accordance with sound industrial practice, and in accordance with any other applicable provision as may be specified in the Schedule, a program for the utilization, maintenance, repair, protection and preservation of NAMSA property, until disposed of by the Contractor, in accordance with this clause. In the event that any damage occurs to NAMSA property the risk of which has been assumed by NAMSA under this contract, NAMSA shall replace such items or the Contractor shall make such repair of the property as NAMSA directs; provided, however, that if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by NAMSA. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which NAMSA is responsible and an equitable adjustment will be made in any contractual provisions affected by such repair

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12.8

Risk of Loss

12.8.1 Except for losses, destruction or damage resulting from a failure of the Contractor due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel as defined herein, to maintain and administer the program for the maintenance, repair, protection and preservation of NAMSA property as required by paragraph 12.7 hereof, and except as specifically provided in the clause or clauses of this contract designated in the Schedule, the Contractor shall not be liable for loss or destruction or damage to the NAMSA property provided under this contract.

12.8.1.1 caused by any peril while the property is in transit off the Contractor's premises; or

12.8.1.2 caused by any of the following perils while the property is on the Contractor's or subcontractor's premises or on any premises where such property may properly be located, or by removal therefrom because of any of the following perils, called "excepted perils":

fire, lightning, windstorm, cyclone, tornado, hail; explosion; riot, riot attending a strike, civil commotion; vandalism and malicious mischief, sabotage; aircraft or objects falling therefrom; vehicles running on land or tracks; excluding vehicles owned or operated by the Contractor or any agent or employee of the Contractor; smoke; sprinkler leakage; earthquake or volcanic eruption, flood, meaning thereby rising of a body of water; nuclear reaction, nuclear radiation or radioactive contamination; hostile or warlike action, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority using military, naval, or air forces; or by an agent of any such government, power, authority or forces; or,

other peril, of a type not listed above,

as may be specified in the Schedule.

12.8.2 If the Contractor transfers NAMSA property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of or damage to the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of or damage to the property while in the latter's possession or control, except to the extent that the subcontract, with the prior approval of NAMSA, provides for the relief of the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all NAMSA property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of the prime contract.

12.8.3 The term "Contractor's managerial personnel" as used herein means the Contractor's directors, officers and any of his managers, superintendents, or other equivalent representatives who have supervision or direction of:

all or substantially all of the Contractor's business;

all or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed;

a separate and complete major industrial operation in connection with the performance of this contract.

12.8.4 The Contractor represents that he is not including in the price hereunder, and agrees that he will not hereafter include in any price to NAMSA, any charge or reserve for

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insurance (including any self-insurance funds or reserve) covering loss or destruction of or damage to the NAMSAs property caused by any excepted peril.

12.8.5 Upon the happening of loss or destruction of or damage to any NAMSAs property caused by an excepted peril, the Contractor shall notify NAMSAs thereof and shall take all reasonable steps to protect the NAMSAs property from further damage, separate the damaged and undamaged NAMSAs property, put all the NAMSAs property in the best possible order, and furnish to NAMSAs a statement of:

- the lost, destroyed and damaged NAMSAs property;
- the time and origin of the loss, destruction, or
- all known interests in commingled property of which
- the insurance, if any, covering any part of or interest
- the NAMSAs property is a part; and
- in such commingled property.

12.8.6 The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made by him in performing his obligations under this subparagraph 12.8.5 in accordance with the procedures provided for in the "Changes" clause of this contract.

12.8.7 With the approval of NAMSAs after loss or destruction of or damage to NAMSAs property, and subject to such conditions and limitations as may be imposed by NAMSAs, the Contractor may, in order to minimize the loss to NAMSAs or in order to permit resumption of business or the like, sell for the account of NAMSAs any item of NAMSAs property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor's, that separation is impracticable.

12.8.8 Except to the extent of any loss or destruction of or damage to NAMSAs property for which the Contractor is relieved of liability under the foregoing provisions of this clause, and except for reasonable wear and tear or depreciation, or the utilization of the NAMSAs property in accordance with the provisions of this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of or damage to NAMSAs property, and such property (other than that which is permitted to be sold) shall be returned to NAMSAs in as good condition as when received by the Contractor in connection with this contract, or as repaired under paragraph 12.7 above.

12.8.9 In the event the Contractor is reimbursed or compensated for any loss or destruction of or damage to the NAMSAs property, caused by an excepted peril, he shall equitably reimburse NAMSAs. The Contractor shall do nothing to prejudice NAMSAs's rights to recover against third parties for any such loss, destruction or damage and, upon the request of NAMSAs, shall at NAMSAs's expense, furnish to NAMSAs all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favour of NAMSAs) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of or damage to NAMSAs property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the NAMSAs property, for the benefit of NAMSAs.

12.9 Access

NAMSAs and any person designated by it, shall at all reasonable times have access to the premises wherein any NAMSAs property is located, for the purpose of inspecting the NAMSAs property.

12.10 Final Accounting and Disposition of NAMSAs Property

Upon the completion of this contract, or at such earlier dates as may be fixed by NAMSAs, the Contractor shall submit, in a form acceptable to NAMSAs inventory schedules covering all items of NAMSAs property not consumed in the performance of this contract (including any resultant scrap) or not

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heretofore delivered to NAMSAs, and shall prepare for shipment, deliver f.o.b. origin, or dispose of the NAMSAs property, as may be directed or authorized by NAMSAs. The net proceeds of any such disposal shall be credited to the contract price or shall be paid in such other manner as NAMSAs may direct.

12.11 Restoration of Contractor's Premises and Abandonment

Unless otherwise provided herein, NAMSAs:

12.11.1 may abandon any NAMSAs property in place, and thereupon all obligations of NAMSAs regarding such abandoned property shall cease; and

12.11.2 has no obligation to the Contractor with regard to restoration or rehabilitation of the Contractor's premises, neither in case of abandonment of property, disposition thereof on completion of need of the Contractor, nor otherwise, except for restoration or rehabilitation costs which are properly included in an equitable adjustment under paragraph 12.8.5 above.

12.12 Communications

All communications issued pursuant to this clause shall be in writing.

Clause 13 - DISPUTES

13.1 Any dispute arising out of this contract shall be settled by arbitration.

13.2 The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by NAMSAs, another by the other contracting party, and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal, within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration in the Hague.

13.3 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.

13.4 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.

13.5 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO; if he is of another nationality, no NATO classified documents or information shall be communicated to him.

13.6 An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator shall be replaced under the procedure laid down in the first paragraph of this article.

13.7 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of the signature of the present contract.

13.8 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.

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Clause 14 - GOVERNING LAW

Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with French law and such law shall govern in the event of arbitration.

Clause 15 - EXAMINATION OF RECORDS

15.1 This clause is applicable to this contract only:

15.1.1 if the price, or any of the prices, to be paid for the supplies and/or services to be furnished hereunder is/are other than (a) firm fixed price(s);

15.1.2 if this contract is terminated by NAMSA, in whole or in part, and the Contractor submits a termination claim as a result thereof, or

15.1.3 in the event a dispute arises between the parties and arbitration proceedings are instituted pursuant to the clause of this contract entitled "Disputes".

15.2 The Contractor agrees that NAMSA or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

15.3 The Contractor further agrees to include in all his subcontracts hereunder a provision substantially as set forth in this clause, including this paragraph. In addition a provision is to be added in such subcontracts to the effect that the auditing of the subcontractors' books, documents, papers and records involving transactions related to the subcontract may be performed by the subcontractors' national auditing services.

15.4 The period of access and examination described in paragraphs 15.2 and 15.3 above for records which relate to either appeals under the "Disputes" clause of this contract or litigation, or the settlement of claims arising out of the performance of this contract, shall continue until such appeals, litigation or claims have been disposed of.

Clause 16 - MISCELLANEOUS

16.1 The entire agreement between the contracting parties is contained in this contract and is not affected by any oral understanding or representation whether made previous to or subsequent to this contract.

16.2 The Contractor is considered to have fully read all terms, clauses, specifications and detailed special conditions stipulated in this contract. He unreservedly accepts all the terms thereof.

16.3 In the event of any disagreement between the original text of this contract and any translation into another language, the original text will govern.

16.4 All written correspondence and reports by the Contractor to NAMSA shall be in the language in which this contract is written.

EXHIBIT : TERMINATION FOR CONVENIENCE OF NAMSA

1. The performance of work under this contract may be terminated by NAMSA in accordance with this PART in whole or from time to time in part, whenever NAMSA shall determine that such termination is in the best interest of NAMSA, or of the customer country. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective.

2. After receipt of a Notice of Termination and except as otherwise directed by NAMSA the Contractor shall :

a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;

b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;

c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

d. Assign to NAMSA in the manner, at the time, and to the extent directed by NAMSA all of the rights, title, and interest of the Contractor under the orders and/or subcontracts so terminated, in which case NAMSA shall have the right, in its discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

e. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts with the approval or ratification of NAMSA, to the extent NAMSA may require, which approval or ratification shall be final and conclusive for all purposes of this Part;

f. Transfer title to NAMSA to the extent that title has not already been transferred and deliver to NAMSA in the manner, at the time, and to the extent, if any, directed by NAMSA :

(1) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of or acquired in connection with the performance of the work terminated by the Notice of Termination,

(2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to NAMSA, and,

(3) the jigs, dies and fixtures, and other special tools and tooling acquired or manufactured for the performance of this contract, if expressly required by NAMSA, for the cost of which the Contractor has been or will be reimbursed under this contract.

g. Use his best efforts to sell in the manner, at the times, to the extent, and at the price or prices directed or authorized by NAMSA any property of the types referred to in subparagraph 1. above, provided however, that :

(1) the Contractor shall not be required to extend credit to any purchaser,

(2) the Contractor may acquire any such property under the conditions prescribed by and at the price(s) approved by NAMSA, and

(3) the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by NAMSA to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as NAMSA may direct.

h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination, and

i. Take such action as may be necessary, or as NAMSA may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which NAMSA has or may acquire an interest.

3. a. The Contractor shall submit to NAMSA, not later than sixty (60) days after receipt of a Notice of Termination, a list containing :

(1) the state of the completion of his plans and production under this contract and those of his orders and subcontracts,

(2) actions planned or initiated by the contractor in order to fulfill his obligations under paragraph 2. above.

b. NAMSA shall be entitled to be represented during the Contractor's preparation of the list mentioned in subparagraph a. above.

4. a. After receipt of a Notice of termination, the Contractor shall submit to NAMSA its termination claim, in the form and with the certification prescribed by NAMSA. Such claim shall be submitted promptly but in no event later than nine (9) months from the effective date of termination, unless one or more extensions in writing are granted by NAMSA, upon request of the Contractor made in writing within such nine (9) months period or extension thereof, if NAMSA determines that the facts justify such action.

b. Upon failure of the Contractor to submit his termination claim within the time allowed, NAMSA may, subject to the provisions of paragraph 6. below, determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay the Contractor the amount so determined. NAMSA's decision on the amount due to the Contractor shall in such case, be final, subject to no appeal nor arbitration. However, the decision of NAMSA relative to whether an extension of time should be granted shall be subject to appeal as a "dispute" within the meaning of the Clause entitled "Disputes" in the General Provisions.

5. Subject to the provisions of paragraph 4. above, the Contractor and NAMSA agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination or work pursuant to this Part, which amount or amounts may include a reasonable allowance for profit on work done, provided the contract terms do not otherwise prohibit the allowance of profit on items thereunder, and provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount or payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in paragraph 6. below, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and NAMSA to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Part, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph 5.

6. If NAMSA terminates the contract according to this PART and the Contractor and NAMSA fail to agree in whole or in part on the amount to be paid to the Contractor by reason of the termination of work pursuant to this PART as provided in paragraph 5. above, the Contractor shall be entitled to the following reimbursement :

a. For completed supplies accepted by NAMSA (or sold or acquired as provided in paragraph 2.g. above) and not paid for previously, a sum equivalent to the aggregate price of such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges.

b. (1) the costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusively of any costs attributable to supplies and/or services paid, or to be paid for under subparagraph a. above.

(2) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph 2.e. above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (1) above, and,

(3) a sum, as a profit, equal to two percent (2 %) of that part of the amount determined under (1) above, which represents the costs of articles and materials not processed by the Contractor, plus a sum equal to eight percent (8 %) of the remainder of such amount, but the aggregate of such sums shall not exceed six percent (6 %) of the whole of the amount determined under (1) above, which amount for the purpose of this subdivision (3) shall exclude any charges for interest on borrowings, provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (3) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

c. The reasonable costs of settlement including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with protection or disposition of property allocable to this contract.

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d. The total sum to be paid to the Contractor under subparagraphs a. and b. of this paragraph 6., shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that NAMSA shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in paragraph a. above and paragraph b. (1) above, the fair value, as determined by NAMSA of property which is destroyed, lost, stolen or damaged, so as to become undeliverable to NAMSA, or to a buyer pursuant to paragraph 2.g. above.

e. In arriving at the amount due to the Contractor under this clause there shall be deducted :

(1) all unliquidated advance or other payments on account therefor, previously made to the Contractor, applicable to the terminated portion of this contract.

(2) any claim which NAMSA may have against the Contractor in connection with this contract, and,

(3) the agreed price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to NAMSA.

f. If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract, i.e. the portion not terminated by the Notice of Termination, and such equitable adjustment as may be agreed upon shall be made in such price or prices.

7. NAMSA may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever, in the opinion of NAMSA, the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Part, such excess shall be payable by the Contractor to NAMSA upon demand, together with interest computed at the rate of six percent (6 %) per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to NAMSA, provided, however, that no interest shall be charged with respect to any excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by NAMSA by reason of the circumstances.

8. Except as otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this contract, shall preserve and make available to NAMSA at all reasonable times at the office of the Contractor but without direct charge to NAMSA, all his books, records, documents and other evidence bearing on work terminated hereunder or to the extent approved by NAMSA, photographs, microphotographs, or other authentic reproduction thereof.

17-Jun-04

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N A M S A

NATO MAINTENANCE AND SUPPLY AGENCY
AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT

SUBJECT : **Confidential Disclosure Agreement**

REFERENCE(S) : NAMSA Outline Agreement LR-RBG/4600001202
NATO Secure Access Router (SAR) Consultancy Support

This Agreement is entered into this 1 day of November, 2005 by and between

Mr. Peter LUDORF (hereinafter "Recipient"); and

NAMSA/LR, with offices at:

11 Rue de Gare, L-8302 Capellen, G.D. Luxembourg (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to the NATO Secure Access Router (SAR) that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of the NATO Secure Access Router (SAR) support;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure.** Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. **Confidentiality.**

2.1 **No Use.** Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 **No Disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential

Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or
- (d) was ordered to be publicly released by the requirement of the appropriate NATO agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (NAMSA/LR)

RECIPIENT (Mr. Peter LUDORF)

Signed: _____

Signed: _____

Name: **GARY SALAVA**

Print Name: Peter LUDORF

Title: SR PROCUREMENT OFFICER, MMC
COMMUNICATIONS & CALIBRATION
PROGRAMME

Title: System Management Consultant

Date: _____

Date: _____



N A M S A

NATO MAINTENANCE AND SUPPLY AGENCY
AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT

SUBJECT : **Confidential Disclosure Agreement**

REFERENCE(S) : NAMSA Outline Agreement LR-RBG/4600001202 for
NATO Secure Access Router (SAR) Consultancy Support

This Agreement is entered into this 1 day of November, 2005 by and between

Mr. John Manning (hereinafter "Recipient"); and

NAMSA/LR, with offices at:

11 Rue de Gare, L-8302 Capellen, G.D. Luxembourg (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to the NATO Secure Access Router (SAR) that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of the NATO Secure Access Router (SAR) support;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure.** Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. **Confidentiality.**

2.1 **No Use.** Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 **No Disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential

Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or

(d) was ordered to be publicly released by the requirement of the appropriate NATO agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (NAMSA/LR)

RECIPIENT (Mr. John MANNING)

Signed:

Signed: _____

Name: **GARY SALAVA**

Print Name: John MANNING

Title: SR PROCUREMENT OFFICER, MMC
COMMUNICATIONS & CALIBRATION
PROGRAMME

Title: Senior CISCO Router Technician

Date: _____

Date: _____



N A M S A

NATO MAINTENANCE AND SUPPLY AGENCY
AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT

SUBJECT : **Confidential Disclosure Agreement**

REFERENCE(S) : NAMS A Outline Agreement LR-RBG/4600001202 for
NATO Secure Access Router (SAR) Consultancy Support

This Agreement is entered into this 1 day of November, 2005 by and between

Mr. David BECKER (hereinafter "Recipient"); and

NAMS A/LR, with offices at:

11 Rue de Gare, L-8302 Capellen, G.D. Luxembourg (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to the NATO Secure Access Router (SAR) that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of the NATO Secure Access Router (SAR) support;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure.** Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. **Confidentiality.**

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2.2 **No Disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential

Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or
- (d) was ordered to be publicly released by the requirement of the appropriate NATO agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (NAMSALR)

RECIPIENT (Mr. David BECKER)

Signed:

Signed: _____

Name: **GARY SALAVA**
Title: SR PROCUREMENT OFFICER, MMC
COMMUNICATIONS & CALIBRATION
PROGRAMME
Date: _____

Print Name: David BECKER
Title: CISCO Router Technician
Date: _____



N A M S A

NATO MAINTENANCE AND SUPPLY AGENCY
AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT

SUBJECT : **Confidential Disclosure Agreement**

REFERENCE(S) : NAMSA Outline Agreement LR-RBG/4600001202 for
NATO Secure Access Router (SAR) Consultancy Support

This Agreement is entered into this 1 day of November, 2005 by and between

Mr. David HEMBERG (hereinafter "Recipient"); and

NAMSA/LR, with offices at:

11 Rue de Gare, L-8302 Capellen, G.D. Luxembourg (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to the NATO Secure Access Router (SAR) that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of the NATO Secure Access Router (SAR) support;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure.** Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

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2.2 **No Disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential

L-8302 CAPELLEN (G.D. LUXEMBOURG)

Tél. : (+352) 3063-6345

Fax : (+352) 307255

e-mail : gsalava@namsa.nato.int

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Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or

(d) was ordered to be publicly released by the requirement of the appropriate NATO agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (NAMSA/LR)

RECIPIENT (Mr. David HEMBERG)

Signed: _____

Signed: _____

Name: **GARY SALAVA**

Print Name: David HEMBERG

Title: SR PROCUREMENT OFFICER, MMC
COMMUNICATIONS & CALIBRATION
PROGRAMME

Title: NETWORK QoS Technician

Date: _____

Date: _____



N A M S A

AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT NATO MAINTENANCE AND SUPPLY AGENCY

List of Services

Item	Description					
10	SAR consultancy TIS Slot 1000					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			1,047.00		EUR
Job title: SYSTEM MANAGEMENT CONSULTANT Post : TIS Slot 1000 Location : SHAPE Belgium Period : 2005 - 2006 Consultant: Mr Peter LUDORF						

Item	Description					
20	SAR consultancy TIS Slot 1010					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			725.00		EUR
Job title: SENIOR CISCO ROUTER TECHNICIAN Post : TIS Slot 1010 Location : SHAPE Belgium Period : 2005 - 2006 Consultant: Mr John MANNING						

Item	Description					
30	SAR consultancy TIS Slot 1020					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			650.00		EUR
Job title: CISCO ROUTER TECHNICIAN Post : TIS Slot 1020 Location : SHAPE Belgium Period : 2005 - 2006 Consultant: Mr. David BECKER						



NAMSA

AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT NATO MAINTENANCE AND SUPPLY AGENCY

Item Description

40 SAR consultancy QoS Slot 1070

Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			623.00		EUR
Job title: NETWORK QoS TECHNICIAN Post : QoS Slot 1070 Location : SHAPE Belgium Period : 2005 - 2006 Consultant: Mr David HEMBERG						

Item Description

50 SAR consultancy TIS Slot 1000

Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			1,047.00		EUR
Job title: SYSTEM MANAGEMENT CONSULTANT Post : TIS Slot 1000 Location : SHAPE Belgium Period : 2006 - 2007 Consultant: Mr Peter LUDORF						

Item Description

60 SAR consultancy TIS Slot 1010

Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			725.00		EUR
Job title: SENIOR CISCO ROUTER TECHNICIAN Post : TIS Slot 1010 Location : SHAPE Belgium Period : 2006 - 2007						



N A M S A

AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT NATO MAINTENANCE AND SUPPLY AGENCY

Consultant: Mr John MANNING

Item	Description					
70	SAR consultancy TIS Slot 1020					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			650.00		EUR
Job title: CISCO ROUTER TECHNICIAN Post : TIS Slot 1020 Location : SHAPE Belgium Period : 2006 - 2007						
Consultant: Mr. David BECKER						

Item	Description					
80	SAR consultancy QoS Slot 1070					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			623.00		EUR
Job title: NETWORK QoS TECHNICIAN Post : QoS Slot 1070 Location : SHAPE Belgium Period : 2006 - 2007						
Consultant: Mr David HEMBERG						

Item	Description					
90	SAR consultancy TIS Slot 1000					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			1,047.00		EUR
Job title: SYSTEM MANAGEMENT CONSULTANT Post : TIS Slot 1000 Location : SHAPE Belgium Period : 2007 - 2008						



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AGENCE OTAN D'ENTRETIEN ET D'APPROVISIONNEMENT NATO MAINTENANCE AND SUPPLY AGENCY

Consultant: **Mr Peter LUDORF**

Item	Description					
100	SAR consultancy TIS Slot 1010					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			725.00		EUR
Job title: SENIOR CISCO ROUTER TECHNICIAN Post : TIS Slot 1010 Location : SHAPE Belgium Period : 2007 - 2008						
Consultant: Mr John MANNING						

Item	Description					
110	SAR consultancy TIS Slot 1020					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			650.00		EUR
Job title: CISCO ROUTER TECHNICIAN Post : TIS Slot 1020 Location : SHAPE Belgium Period : 2007 - 2008						
Consultant: Mr. David BECKER						

Item	Description					
120	SAR consultancy QoS Slot 1070					
Line	Serv.N° Description	Unit of Issue	Qty	Unit Price	Total Price	Curr
00010	1025840 CONSULTANCY SUPPORT (DAILY) Firm / Fixed Price			623.00		EUR
Job title: NETWORK QoS TECHNICIAN Post : QoS Slot 1070 Location : SHAPE Belgium						



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NATO MAINTENANCE AND SUPPLY AGENCY

Period : 2007 - 2008

Consultant: **Mr David HEMBERG**

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