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NORTH ATLANTIC TREATY ORGANISATION

JOINT FORCE TRAINING CENTRE
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**JFTC Special Terms and Conditions
for Commercial Personnel Services Contracts**

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1. SCOPE

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

2. TYPE OF CONTRACT

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

3. DEFINITIONS

a. Billable Hours

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

b. Commercial Personnel Services

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

c. The Contractor Personnel

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

d. JFTC Work Days

Mondays through Fridays with the exception of JFTC Holidays, which are listed in JFTC Directive 19-02. The number of JFTC Holidays may vary from year to year.

e. JFTC Operating Hours

As provided for in JFTC Directive 19-03.

f. Man Year

1840 hours of the service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract

performance at 40 hours assuming 5 JFTC Work Days per week. As a baseline the further assumption is: 15 working days of JFTC Holidays and 15 JFTC Work Days as the minimum individual leave. As, in particular, the number of individual leave days may be greater and the number of JFTC Holidays may vary. In no event shall the ceiling of 1840 hours per man year or corresponding fraction thereof be exceeded.

g. Products

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

4. DELIVERY OF SERVICE

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

5. EXCEPTIONS FROM THE DELIVERY OF SERVICE

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

6. COORDINATION OF DELIVERY OF SERVICE

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

7. COORDINATION OF ABSENCES

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

a. Personal Leave

At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.

b. Illness

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

c. Other Absences

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

8. BILLABLE HOURS

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

a. Billable hours on travel

The maximum number of billable hours for travel time (between the primary location of duty and the destination of travel) is eight (8).

b. Billable hours on courses, conferences and workshops.

In case the Contractor Personnel is sent by the JFTC on duty travel to attend a course, conference or workshop, the maximum number of billable hours for any given work day at the destination where the course, conference or workshop takes place is eight (8).

c. Non-performance

Personal leave, closing of the Headquarters by the order of the JFTC Chief of Staff, sickness, company coordination, company reports, training not required or ordered by JFTC, breaks (except the mid-day break as defined in JFTC Directive 19-03), internal social events (except for the obligatory participation in official JFTC events, as ordered by the Commander or the Chief of Staff) or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

9. COMMITMENT OF CONTRACTOR PERSONNEL

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

10. DEFICIENT PERFORMANCE

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

11. CONTRACTOR RESPONSIBILITY FOR CONTRACTOR PERSONNEL

The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security, registration fees, the contractor's running costs and any

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other applicable mandatory contributions. In case of duty travels to high risk areas required by JFTC, the Contractor may be reimbursed the insurance costs by JFTC, if so decided by the Chief of Staff.

12. BILLING

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

13. BILLING FOR TRAVEL

Travel by the Contractor Personnel shall be authorised and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel" and JFTC Directive 60-50 – Travel on International Duty.

14. INVOICES

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

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

15. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JFTC FACILITIES

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

16. WORK SPACE

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

17. REPRESENTATION OF JFTC/NATO

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

18. OWNERSHIP OF WORK PRODUCTS

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