

Enclosure B – Special Terms and Conditions

**SPECIAL TERMS AND CONDITIONS FOR SHORT TERM OPERATIONAL COMMERCIAL
PERSONNEL SERVICES CONTRACTS**

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1. SCOPE

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

2. TYPE OF CONTRACT

As far as Short Term Operational Commercial Personnel Services (STOCPS) under this Contract are concerned this is a Level of Effort, Firm-Fixed Price Contract with a not to exceed limit as provided in the Statement of Work (SOW). This Contract establishes a contractual relationship strictly between the Contractor and the JALLC. All financial risks and liabilities undertaken by the Contractor for the purpose of the service provision shall fall on 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 STOCPS referring to the Contractor Personnel are equally applicable

3. DEFINITIONS

- a. Billable Days: days spent by the Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill the JALLC at the daily rate set out in this Contract, as further specified in these Special Terms and Conditions.
- b. Short Term Operational Commercial Personnel Services: continuous performance to be provided by the Contractor Personnel, as specified in the Statement of Work.
- c. The Contractor Personnel: an individual/individuals employed by the Contractor to perform the services required under this Contract for JALLC.
- d. JALLC Work Days: Mondays through Fridays with the exception of JALLC Holidays, which are notified prior to the end of the previous year. The number of JALLC Holidays may vary from year to year.
- e. Surge capability requirement is a contract vehicle used in case emerging circumstances requiring a quick and temporary increase of effort from existing Contractor Personnel in order to meet specific requirements within the scope of the SOW. Surge capability shall not exceed the limit provided in the SOW. Man-day rate for surge capability will remain at the same level as for applicable base or option contract period. Surge capability is an extra effort above contracted man-days limit, requested by the respective Contracting Officer Technical Representative (COTR) and duly supported by approved Purchase Order.
- f. 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 STOCPS under this Contract will be performed primarily on JALLC Work Days, but may include also delivery of services during weekends and JALLC Holidays.

5. COORDINATION OF ABSENCES

To ensure uninterrupted provision of services, any absence by the Contractor Personnel requires earliest possible coordination with the COTR and Contracting Officer. Should absence affect the tasks and deliverables planned in the SOW, the Contractor, upon request by the Contracting Officer, shall immediately replace the Contractor Personnel with an equally qualified individual. The JALLC reserves the right to approve such substitute based on his/her suitability and qualifications.

6. BILLABLE DAYS

Only time spent by the Contractor Personnel in the immediate performance of this Contract, subject to the rules and procedures set out in paragraph 10, 11 and 12.

a. Billable days

- (1) 100% of the daily rate will be applicable for days above 7.5 hours worked.
- (2) 50% of the daily rate will be applicable for days between 4 and 6 hours worked.
- (3) 25% of the daily rate will be applicable for days between 2 and 4 hours worked.
- (4) There will be no payment for days less than 2 hours worked.

b. Non-performance

Personal leave, closing of the Headquarters by the order of the JALLC Commander, sickness, company coordination, company reports, training not required or ordered by JALLC, breaks (except the mid-day break as defined in JALLC Standard Operation Procedures), internal social events (except for the obligatory participation in official JALLC 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.

7. 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.

8. 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.

9. CONTRACTOR RESPONSIBILITY FOR CONTRACTOR PERSONNEL

- a. 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 to obtain all necessary accreditations, licenses and permits required in connection with the contract and for all insurances, emoluments as well as taxes and payments to the health, social security, registration fees, the contractor's running costs and any other applicable mandatory contributions. In case of duty travels to high risk areas required by JALLC, the Contractor may be reimbursed the insurance costs by JALLC, if so decided by the Chief of Staff.
- b. It is the Contractor responsibility to ensure that all provisions related to taxation in Portugal are complied with. The JALLC shall liaise with the Portuguese Ministry of Finance to ascertain that the contractor is following the correct procedures required by its status and shall immediately terminate the contract for default in case of non-compliance.

10. BILLING

The Contractor shall bill time for the Contractor Personnel at the daily rate set out in this contract ONLY for billable days. The remuneration shall cover all the Contractor's expenses, except for travel expenses as described in 11 below.

11. BILLING FOR TRAVEL

Travel by the Contractor Personnel shall be authorised and reimbursed in accordance with ACT Financial Policy Directive 60-1 Paragraph 6-32, "Contractor Travel" and JALLC Supplements.

12. INVOICES

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

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

13. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF JALLC FACILITIES

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

14. WORK SPACE

If provided for in the SOW, JALLC 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.

15. REPRESENTATION OF JALLC/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 JALLC/NATO. Contractor Personnel shall not take decisions or commitments for JALLC/NATO.

16. 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 JALLC, unless otherwise specifically stated in this Contract.

17. DISCLOSURE OF INFORMATION

'Information' means all information or material, whether in oral, written, visual, electronic and/or other form disclosed to one party by or on behalf of the other party under or in connection with the Contract.

17.1 Subject to this clause each party shall:

17.1.1 Treat in confidence all information it receives from the other party;

17.1.2 Agree not to disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

17.1.3 shall, upon request from the other party, return any Information or erase any electronic files in its possession;

17.1.4 shall not use any of that Information otherwise than for the purpose of the Contract;

17.1.5 shall not copy any of that Information except to the extent necessary for the performance of the SOW;

17.2 The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of JALLC under or in connection with the Contract:

17.2.1 Is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract;

17.2.2 Is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for JALLC under the Contract or any sub-contract under it;

17.3 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations of this Clause before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

17.4 Neither party shall be in breach of this Clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory or judicial obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Clause.

Date: _____

Signature: _____

Printed Name (Company): _____