



# NCIA CONTRACT SPECIAL TERMS AND CONDITIONS

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| Special Terms & Conditions      |                            |                                                                                        |              |                                                                                                                                                                                                          |
|---------------------------------|----------------------------|----------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause Number                   | Applicability              | Title                                                                                  | Version Date | Prescription                                                                                                                                                                                             |
| <b>STC A</b>                    | <b>GENERAL STC CLAUSES</b> |                                                                                        |              |                                                                                                                                                                                                          |
| <b>Full Section Applicable?</b> | <b>YES</b>                 |                                                                                        |              |                                                                                                                                                                                                          |
| <b>STC A.1</b>                  | YES                        | Contract Administration and Project and Technical Direction                            | MAY-26       | The CO shall insert this clause as a supplement to GTC A.1.10 and A.1.11                                                                                                                                 |
| <b>STC A.2</b>                  | YES                        | Incorporation of Core Subsets                                                          | MAY-26       | The CO shall insert this clause when the scope of the contract will cover more than the Core General Terms and Conditions (GTC A).                                                                       |
| <b>STC A.3</b>                  | YES                        | Contract Term                                                                          | MAY-26       | The CO shall insert this clause to indicate the period of performance of the contract which generally cover a Base plus Option period(s).                                                                |
| <b>STC A.4</b>                  | YES                        | Eligible Purchaser                                                                     | MAY-26       | The CO shall insert this clause when the definition of Eligible Purchasers under GTC A.1.3.(a)(21) needs to be restricted.                                                                               |
| <b>STC A.5</b>                  | YES                        | List of Supplemented, Modified, or Replaced NCIA Contract General Terms and Conditions | MAY-26       | The CO shall insert this clause when any of the GTC is to be tailored to a specific contract.                                                                                                            |
| <b>STC A.6</b>                  | YES                        | Interpretation, Definition, Acronym                                                    | MAY-26       | The CO shall insert this clause when the contract will include additional definition specific to the contract and that are not included in GTC A.1.3. This STC should not be in conflict with GTC A.1.3. |
| <b>STC A.7</b>                  | YES                        | Scope of Work                                                                          | MAY-26       | The CO shall insert this clause to define the scope of work of the contract.                                                                                                                             |
| <b>STC B</b>                    | <b>TYPE OF CONTRACT</b>    |                                                                                        |              |                                                                                                                                                                                                          |
| <b>Full Section Applicable?</b> | <b>YES</b>                 |                                                                                        |              |                                                                                                                                                                                                          |
| <b>STC B.1</b>                  | YES                        | Firm Fixed – Economic Price Adjustment                                                 | MAY-26       | The CO shall insert this clause when a Fixed-Price-Economic Price Adjustment type of contract is being contemplated. Alternate 1 is a detailed version.                                                  |
| <b>STC B.2</b>                  | YES                        | Firm Fixed – Economic Price Adjustment-Alternate 2                                     | MAY-26       | The CO shall insert this clause when a Fixed-Price-Economic Price Adjustment type of contract is being contemplated. Alternate 2 is a simplified version.                                                |
| <b>STC B.3</b>                  | YES                        | Fixed Price Incentive (Firm Target) (FPIF)                                             | MAY-26       | The CO shall insert this clause when a Fixed-Price Incentive (Firm Target) type of contract is being contemplated.                                                                                       |
| <b>STC B.4</b>                  | YES                        | Cost-Reimbursement (CR/CPFF/CPIF/Cost-Sharing)                                         | MAY-26       | The CO shall insert this clause when a Cost Reimbursement type of contract is being contemplated.                                                                                                        |
| <b>STC B.5</b>                  | YES                        | Time-and-Material / Labour-Hour (T&M / LH)                                             | MAY-26       | The CO shall insert this clause when a Time and Materials or a Labour Hour type of contract is being contemplated.                                                                                       |
| <b>STC B.6</b>                  | YES                        | Indefinite Delivery Indefinite Quantity (IDIQ)                                         | MAY-26       | The CO shall insert this clause when an Indefinite Delivery Indefinite Quantity type of contract is being contemplated.                                                                                  |
| <b>STC B.7</b>                  | YES                        | Indefinite Delivery Definite Quantity (IDDQ)                                           | MAY-26       | The CO shall insert this clause when an Indefinite Delivery Definite Quantity type of contract is being contemplated.                                                                                    |
| <b>STC B.8</b>                  | YES                        | Indefinite Delivery Requirements Contract                                              | MAY-26       | The CO shall insert this clause when an Indefinite Delivery Requirements type of contract is being contemplated.                                                                                         |

| Special Terms & Conditions      |                                                  |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------|--------------------------------------------------|---------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause Number                   | Applicability                                    | Title                                                         | Version Date  | Prescription                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>STC C</b>                    | <b>ACCEPTANCE AND PAYMENT</b>                    |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Full Section Applicable?</b> | <b>YES</b>                                       |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>STC C.1</b>                  |                                                  | <b>Advance Payment</b>                                        | <b>MAY-26</b> | The CO shall insert this clause when an Advance Payment is permitted. It should only be agreed upon in very rare and exceptional cases, after approval by the Principal Contracting Officer (PCO) and at the lowest value possible. Refer to the NCIA Procurement Regulation for further guidance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>STC D</b>                    | <b>SUPPLIER REQUIREMENTS</b>                     |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Full Section Applicable?</b> | <b>YES</b>                                       |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>STC D.1</b>                  | <b>YES</b>                                       | <b>Performance Guarantee</b>                                  | <b>MAY-26</b> | The CO shall insert this clause when a Performance Guarantee is contemplated following an internal risk assessment. The amount is fixed and must not be altered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>STC D.2</b>                  | <b>YES</b>                                       | <b>Key Personnel</b>                                          | <b>MAY-26</b> | The CO shall insert this clause in service contracts where certain personnel will be deemed key to the performance and continuity of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>STC E</b>                    | <b>CHANGES OR BREACH OF CONTRACT</b>             |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Full Section Applicable?</b> | <b>YES</b>                                       |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>STC E.1</b>                  |                                                  | <b>Limited Liability (Limitation of Liability)</b>            | <b>MAY-26</b> | <p>The CO shall insert this Clause under the following circumstances:</p> <ul style="list-style-type: none"> <li>- Complex or High-Value Contracts: When engaging contractors for high-value or complex procurements involving substantial risk to both parties.</li> <li>- Commercial Items or Services: When procuring commercial goods or services, especially where industry-standard liability limitations apply.</li> <li>- Contracts Involving Third Parties: When the Contract has provisions for third-party claims or subcontractors, to limit potential liability exposure for both the Purchaser and the Contractor.</li> <li>- Insurance and Risk Management Considerations: When liability caps align with the insurance coverage or risk-sharing arrangements defined in the Contract.</li> </ul> <p>The CO is not to insert this Clause when the liability is governed by statute or regulation and cannot be modified (e.g., certain safety or environmental laws). Further, the COs should avoid overly broad limitations that could hinder the Purchaser's ability to seek remedies for significant Contract breaches or losses.</p> |
| <b>STC F</b>                    | <b>CONTRACTOR'S GENERAL TERMS AND CONDITIONS</b> |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Full Section Applicable?</b> | <b>YES</b>                                       |                                                               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>STC F.1</b>                  | <b>YES</b>                                       | <b>Exclusion of Contractor's General Terms and Conditions</b> | <b>MAY-26</b> | <p>The CO shall insert this clause when a determination has been made to specifically exclude the Contractor's terms and conditions from the contract.</p> <p>This must be done explicitly and not via the GTC. This requirement is dictated</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Special Terms & Conditions |                                    |                                                                                                   |              |                                                                                                                                                                                                                                |
|----------------------------|------------------------------------|---------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause Number              | Applicability                      | Title                                                                                             | Version Date | Prescription                                                                                                                                                                                                                   |
|                            |                                    |                                                                                                   |              | by Belgian law (Article 5.23 Civil Code) to indicate that the Contractor accepts to be bound and that their (purchase) terms and conditions do not apply.                                                                      |
| STC F.2                    | YES                                | Acceptance of Contractor's General Terms and Conditions                                           | MAY-26       | The CO shall insert this clause when a determination has been made to include the Contractor's terms and conditions in the contract. If included, GTC Clause A.1.2 ("Order of Precedence and Interpretation") can be modified. |
| STC G                      | IDIQ CLAUSES                       |                                                                                                   |              |                                                                                                                                                                                                                                |
| Full Section Applicable?   | YES                                |                                                                                                   |              |                                                                                                                                                                                                                                |
| STC G.1                    | YES                                | Scope of Work                                                                                     | MAY-26       | The CO shall insert this clause when an Indefinite Delivery Indefinite Quantity type of contract is being contemplated                                                                                                         |
| STC G.2                    | YES                                | Task Orders                                                                                       | MAY-26       |                                                                                                                                                                                                                                |
| STC G.3                    | YES                                | Ordering Procedures                                                                               | MAY-26       |                                                                                                                                                                                                                                |
| STC G.4                    | YES                                | Ordering Limitations                                                                              | MAY-26       |                                                                                                                                                                                                                                |
| STC G.5                    | YES                                | Place and Terms of Delivery                                                                       | MAY-26       |                                                                                                                                                                                                                                |
| STC G.6                    | YES                                | Disposal, Sales and Gainshare Mechanism                                                           | MAY-26       | CO shall insert this clause in any IDIQ Contract that will include the disposal and sale of NCIA assets.                                                                                                                       |
| STC H                      | CYBERSECURITY TERMS AND CONDITIONS |                                                                                                   |              |                                                                                                                                                                                                                                |
| Full Section Applicable?   | YES                                |                                                                                                   |              |                                                                                                                                                                                                                                |
| STC H.1                    | YES                                | Cyber Incident Reporting-Alternate 1                                                              | MAY-26       | CO shall insert this clause into all contracts under EFL E. <i>(note that this clause is also included as part of the Purchase Order Standalone Terms and Conditions)</i> .                                                    |
| STC H.2                    | YES                                | Limitation on the Use or Disclosure of Purchaser Furnished Information (PFI)                      | MAY-26       | CO shall insert this clause in all solicitations and contracts when PFI will be furnished to the contractor or a subcontractor at any tier.                                                                                    |
| STC H.3                    | YES                                | Limitation on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | MAY-26       | CO shall insert this clause in contracts for the acquisition of services that include support for the Purchaser's activities related to cyber incident reporting.                                                              |
| STC H.4                    | YES                                | REACH Capability                                                                                  | MAY-26       | CO shall insert this clause in contracts when the contractor will be provided REACH capability and service during the execution of the Contract. CO shall also insert STC H.5 in all contracts where STC H.4 is included.      |
| STC H.5                    | YES                                | Service Level Agreement (SLA) for the Provision of REACH Laptops in accordance with STC H.4       | JUL-26       | CO shall insert this clause in all contracts where STC H.4 is included.                                                                                                                                                        |
| STC I                      | SUBCONTRACTORS                     |                                                                                                   |              |                                                                                                                                                                                                                                |
| Full Section Applicable?   | YES                                |                                                                                                   |              |                                                                                                                                                                                                                                |
| STC I.1                    | YES                                | Subcontracting to Non-NATO Entities Outside the Local Area                                        | MAY-26       | CO shall insert this clause if it is determined that the contractor will need to subcontract to non-NATO entities.                                                                                                             |

|                          |                                                        |                                                                                  | Special Terms & Conditions |                                                                                                                                                                                                                    |
|--------------------------|--------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause Number            | Applicability                                          | Title                                                                            | Version Date               | Prescription                                                                                                                                                                                                       |
| STC I.2                  | YES                                                    | Integration of Work                                                              | MAY-26                     | CO shall insert this clause if the contract requires the contractor to integrate multiple projects.                                                                                                                |
| STC J                    | CONTRACT CLASSIFICATION                                |                                                                                  |                            |                                                                                                                                                                                                                    |
| Full Section Applicable? | YES                                                    |                                                                                  |                            |                                                                                                                                                                                                                    |
| STC J.1                  | YES                                                    | Security Requirement for NATO Unclassified (NU) Projects with Un-Escorted Access | MAY-26                     | CO shall insert this clause if the project is determined to be 'NATO UNCLASSIFIED (NU)' and requires un-escorted access.                                                                                           |
| STC J.2                  | YES                                                    | Security Requirements for NATO Unclassified (NU) Projects with Escorted Access   | MAY-26                     | CO shall insert this clause if the project is determined to be 'NATO UNCLASSIFIED (NU)' and requires escorted access.                                                                                              |
| STC J.3                  | YES                                                    | Security Requirements for NATO Restricted (NR) Projects with Escorted Access     | MAY-26                     | CO shall insert this clause if the project is determined to be 'NATO RESTRICTED (NR)' and requires escorted access.                                                                                                |
| STC J.4                  | YES                                                    | Security Requirements for NATO Restricted (NR) Projects with Un-Escorted Access  | MAY-26                     | CO shall insert this clause if the project is determined to be 'NATO RESTRICTED (NR)' and requires un-escorted access.                                                                                             |
| STC J.5                  | YES                                                    | Security Requirements for NATO SΞcret (NS) Projects (Classified Projects)        | MAY-26                     | CO shall insert this clause if the project is determined to be 'NATO SECRET (NS)'.                                                                                                                                 |
| STC J.6                  | YES                                                    | Security Requirements for Cosmic Top SΞcret (CTS) Projects                       | MAY-26                     | CO shall insert this clause if the project is determined to be 'NATO COSMIC TOP SECRET (CTS)'.                                                                                                                     |
| STC K                    | SOURCE CODE ESCROW                                     |                                                                                  |                            |                                                                                                                                                                                                                    |
| Full Section Applicable? | YES                                                    |                                                                                  |                            |                                                                                                                                                                                                                    |
| STC K.1                  |                                                        | Source Code Escrow                                                               | MAY-26                     | The CO shall insert this clause when it is determined that there is a high risk of Contractor bankruptcy or that the software is integral to NCIA's mission.                                                       |
| STC L                    | DATA PROCESSING AND TRANSFER AGREEMENT                 |                                                                                  |                            |                                                                                                                                                                                                                    |
| Full Section Applicable? | YES                                                    |                                                                                  |                            |                                                                                                                                                                                                                    |
| STC L.1                  |                                                        | Data Processing and Transfer Agreement                                           | MAY-26                     | CO shall insert the clause in contracts that will require the processing and transfer of personal data. STC L.2 through STC L.5 shall be inserted with this clause as well.                                        |
| STC L.2                  |                                                        | Personal Data Processing and Transfer Agreement Details                          | MAY-26                     | CO shall insert STC L.2 through STC L.5 whenever STC L.1 is included in the Contract.                                                                                                                              |
| STC L.3                  |                                                        | Technical and Organizational Measures                                            | MAY-26                     |                                                                                                                                                                                                                    |
| STC L.4                  |                                                        | List of Sub-Processors                                                           | MAY-26                     |                                                                                                                                                                                                                    |
| STC L.5                  |                                                        | Glossary                                                                         | MAY-26                     |                                                                                                                                                                                                                    |
| STC M                    | BASIC ORDERING AGREEMENT OR BLANKET PURCHASE AGREEMENT |                                                                                  |                            |                                                                                                                                                                                                                    |
| Full Section Applicable? | YES                                                    |                                                                                  |                            |                                                                                                                                                                                                                    |
| STC M.1                  |                                                        | Agreement Order of Precedence                                                    | JUL-26                     | CO shall insert the in each Basic Ordering Agreement and Blanket Purchase Agreement to fix the order in which the Task/Delivery Order and underlying Agreement documents govern in the event of any inconsistency. |

| Special Terms & Conditions |               |                                |              |                                                                                                                                                                                                                                                                                                                |
|----------------------------|---------------|--------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause Number              | Applicability | Title                          | Version Date | Prescription                                                                                                                                                                                                                                                                                                   |
| STC M.2                    |               | Agreement Task/Delivery Orders | JUL-26       | CO shall insert the clause in each Basic Ordering Agreement and Blanket Purchase Agreement to confirm that the Agreement carries no intrinsic monetary value, that obligation arises only through individual Task/Delivery Orders, and that any order placed survives cancellation or expiry of the Agreement. |
| STC M.3                    |               | Agreement Ordering Procedure   | JUL-26       | CO shall insert the clause in each Basic Ordering Agreement and Blanket Purchase Agreement to prescribe the ordering process, the minimum content of each Task/Delivery Order solicitation, and the point at which an order becomes binding on the Contractor.                                                 |

## STC A. GENERAL STC CLAUSES

### STC A.1. Contract Administration and Project and Technical Direction [MAY 2026]

1. This Special Term and Condition (STC) Clause supplements the General Term and Condition (GTC) Clause GTC A.1.10 (f) ("Contract Administration") and GTC Clause A.1.11 ("Project and Technical Direction").

#### (a) Contractor Information:

|                    |                                             |
|--------------------|---------------------------------------------|
| <b>Contractor:</b> | Name: [To be inserted at Contract Award]:   |
|                    | Attn: [To be inserted at Contract Award]    |
|                    | Title: [To be inserted at Contract Award]   |
|                    | Address: [To be inserted at Contract Award] |
|                    | Phone: [To be inserted at Contract Award]   |
|                    | Email: [To be inserted at Contract Award]   |

#### (b) Purchaser Information:

|              |                                |
|--------------|--------------------------------|
| <b>NCIA:</b> | Acquisition Office             |
|              | Address: [Insert NCIA Address] |
|              | Attn: [Insert NCIA PoC]        |
|              | Phone: [PoC Phone Number]      |
|              | Email: [PoC Email]             |

#### (c) Project Manager Information:

|              |                                 |
|--------------|---------------------------------|
| <b>NCIA:</b> | [Insert Organizational Element] |
|              | Address: [Insert NCIA Address]  |
|              | Attn: [Insert NCIA PoC]         |
|              | Phone: [PoC Phone Number]       |
|              | Email: [PoC Email]              |

#### (d) [Insert if there is a Contracting Officer Representative or Technical Representative]

|              |                                 |
|--------------|---------------------------------|
| <b>NCIA:</b> | [Insert Organizational Element] |
|              | Address: [Insert NCIA Address]  |
|              | Attn: [Insert NCIA PoC]         |
|              | Phone: [PoC Phone Number]       |
|              | Email: [PoC Email]              |

### STC A.2. Incorporation of Core Subsets [MAY 2026]

1. The Parties hereby agree and acknowledge that the terms and conditions set out in each of the subsets of the NCIA Contracting General Terms and Conditions (GTC) as listed below are incorporated by reference into this Contract.
2. [Insert list of applicable GTC subsets]

### STC A.3. Contract Term [MAY 2026]

1. The Term of the Contract, unless terminated at an earlier date in accordance with other terms and conditions of the Contract or extended by virtue of a formal Contract modification, shall be as follows:
  - (a) [Basic Period: Effective Date of Contract (EDC) plus 12 months]
  - (b) [Option Period One: The end of the Basic Period plus 12 months]
  - (c) [Option Period Two: The end of Option Period One plus 12 months]
  - (d) [Option Period Three: The end of Option Period One plus 12 months]

(e) [Option Period Four: The end of Option Period One plus 12 months]

#### STC A.4. Eligible Purchaser [MAY 2026]

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.3(a)(21) ("Eligible Purchaser").

(a) The Eligible Purchasers under this Contract are:

(1) [List Eligible Purchasers]

#### STC A.5. List of Supplemented, Modified, or Replaced NCIA Contract General Terms and Conditions [MAY 2026]

1. For the purposes of this Contract, the following Contract General Terms and Conditions (GTC) have been either supplemented, modified, or replaced with a Contract Special Terms and Conditions (STC) as follows:

(a) STC Clause [insert STC Clause number and title] [Choose an item.] GTC [insert GTC Clause number and title].

#### STC A.6. Interpretation, Definition, and Acronyms [MAY 2026]

1. This STC Clause supplements GTC Clause A.1.3 "Definitions of Terms and Acronyms" of the NATO Communications and Information Agency (NCI Agency) Contract General Terms and Conditions.

2. As used throughout this Contract, the following terms shall have the meanings specified below unless otherwise specified in the Contract:

(a) [insert Definitions specific to the contract and not a repetition of the GTC]

#### STC A.7. Scope of Work [MAY 2026]

1. The purpose of this Contract is for the provision of [in clear terms, describe the scope of work specific to the contract].

### STC B. TYPE OF CONTRACT

#### STC B.1. Type of Contract: Firm Fixed – Economic Price Adjustment [MAY 2026]

##### 1. General

(a) This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").

(1) This Contract is a Fixed Price with Economic Price Adjustment Contract.

(b) This clause provides for adjustments to the Contract Price to reflect changes in economic conditions, based on independently published indices, for the performance of those Contract Line Items (CLINs), Deliverables, or Work Packages expressly designated as subject to economic price adjustment.

(c) [Indicate which CLINs Deliverables or Work Packages will be designated as subject to EPA]

(d) No adjustments shall be made to prices for items not expressly designated as Economic Price Adjustment (EPA)-applicable.

- (e) The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables and Services, and on a realistic assessment of the effort, resources and risks involved.
- (f) Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.

## 2. Basis for Adjustment

- (a) The Contract Price for EPA-eligible items shall be adjusted annually based on changes in the [insert applicable index, e.g.: Harmonized Index of Consumer Prices (HICP) or the Euro Area, as published by Eurostat].
- (b) In the case of commodity-dependent contracts, an alternative or additional publicly available index relevant to the commodity or input material (e.g., steel, fuel, aluminium) may be specified in the Schedule of Supplies and Services.

## 3. Formula and Timing

- (a) The Price adjustment shall be calculated as follows:
  - (1) Adjusted Price = Contract Base Price x (Current Index ÷ Base Index).
  - (2) For the purpose of this clause:
    - (i) Contract Base Price means the original unit price stated in the Contract.
    - (ii) Base Index means the value of the applicable index published for the month in which the Contract was signed.
    - (iii) Current Index means the index value published for the month preceding the applicable anniversary of the Contract Effective Date.
    - (iv) Price Adjustment shall take effect annually on the anniversary of the Contract Effective Date, unless otherwise stated in the Contract Schedule.

### (b) Adjustment Thresholds and Limits

- (1) No price adjustment shall be made unless the cumulative percentage change between the Base Index and the Current Index is equal to or exceeds ±3%.
- (2) Any upward adjustment in unit price under this clause shall be capped at a maximum of +7% per annum, unless otherwise authorized in writing by the Purchaser Contracting Authority.
- (3) There shall be no cap on downward adjustments.

## 4. Contractor's Responsibilities

- (a) The Contractor shall submit a written request for price adjustment, including the proposed revised prices, index references, and supporting calculations, no later than thirty (30) calendar days after the applicable adjustment date
- (b) Failure to timely submit a compliant request shall result in the forfeiture of that year's adjustment, unless the Contracting Authority determines that exceptional circumstances apply.

## 5. Purchaser's Contracting Authority Responsibilities

- (a) The Purchaser's Contracting Authority shall review the Contractor's submission and may request clarifications.
- (b) Upon verification and approval, the Purchaser's Contracting Authority shall issue a modification

to the Contract to reflect the adjusted prices. The adjusted prices shall apply prospectively to all deliveries or services performed on or after the effective adjustment date.

## **STC B.2. Type of Contract: Firm Fixed – Economic Price Adjustment-Alternate 1 [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").
2. This Contract is a Fixed Price with Economic Price Adjustment Contract.
3. The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables and Services, and on a realistic assessment of the effort, resources and risks involved.
4. Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.
5. The base Fixed Price of the Contract is as stated on the signature page. This price is subject to upward or downward adjustment in accordance with the economic price adjustment mechanism set out in **[INSERT: Annex / Schedule reference]**
6. Adjustments shall be calculated by reference to **[INSERT: index name and source, e.g., Eurostat HICP, BLS PPI, published exchange rate]**, measured at the intervals specified in **[INSERT: Annex / Schedule reference]**.
7. The maximum aggregate adjustment, upward or downward, shall not exceed **[INSERT: %]** of the base Fixed Price unless agreed in writing by the Purchaser.
8. Other than as adjusted under this paragraph, the Purchaser assumes no liability for costs incurred in excess of the adjusted price.
9. **Contractor's Responsibilities**
  - (a) The Contractor shall submit a written request for price adjustment, including the proposed revised prices, index references, and supporting calculations, no later than thirty (30) calendar days after the applicable adjustment date
  - (b) Failure to timely submit a compliant request shall result in the forfeiture of that year's adjustment, unless the Contracting Authority determines that exceptional circumstances apply.

## **10. Contracting Authorities Responsibilities**

- (a) The Contracting Authority shall review the Contractor's submission and may request clarifications.
- (b) Upon verification and approval, the Contracting Authority shall issue a modification to the Contract to reflect the adjusted prices. The adjusted prices shall apply prospectively to all deliveries or services performed on or after the effective adjustment date.

## **STC B.3. Type of Contract: Firm Fixed Incentive (Firm Target) (FPIF) [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").
2. This Contract is a Fixed Price Incentive (Firm Target) Contract.
3. The Contract is structured around the following parameters, as set out on the signature page or in **[INSERT: Annex reference]**:

- (a) Target Cost: [INSERT amount]
  - (b) Target Profit: [INSERT amount]
  - (c) Target Price (Target Cost + Target Profit): [INSERT amount]
  - (d) Ceiling Price: [INSERT amount]
  - (e) Share Ratio (Purchaser : Contractor): [INSERT, e.g., 70/30 above target, 80/20 below target]
4. Final price shall be calculated upon completion by adjusting the Target Profit in accordance with the Share Ratio, applied to the difference between Target Cost and Final Negotiated Cost, and shall not exceed the Ceiling Price.
  5. The Contractor bears all costs incurred above the Ceiling Price.
  6. Cost data submitted in support of the Final Negotiated Cost shall comply with the cost principles and audit provisions set out in [INSERT: Annex / Clause reference].
  7. The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables and Services, and on a realistic assessment of the effort, resources and risks involved.
  8. Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.

**STC B.4. Type of Contract: Cost-Reimbursement [(CR/CPFF/CPIF/Cost-Sharing)] [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").
2. This Contract is a [Pick one] Contract.
3. The estimated cost of the Contract is [INSERT amount]. *[For CPFF: The fixed fee is [INSERT amount], payable in accordance with [INSERT reference].] [For CPIF: The target fee, minimum fee, and maximum fee are [INSERT amounts], with a Share Ratio of [INSERT].] [For Cost-Sharing: The Contractor shall bear [INSERT %] of allowable costs and the Purchaser shall reimburse the remaining [INSERT %].]*
4. The Purchaser shall reimburse the Contractor for costs determined to be allowable, allocable and reasonable in accordance with the cost principles set out in [INSERT: Annex / Clause Reference], up to the estimated cost stated above.
5. The Contractor shall not incur costs in excess of the estimated cost without the prior written authorisation of the Contracting Officer. The Purchaser is not obliged to reimburse costs incurred above the estimated cost, nor is the Contractor obliged to continue performance once the estimated cost has been reached, except as provided in the Limitation of Cost / Limitation of Funds clause at [INSERT Reference].
6. The Contractor shall maintain accounting systems, records and supporting documentation sufficient to permit verification of claimed costs, and shall make these available for audit in accordance with [INSERT: Annex / Clause Reference].
7. (v) Notice obligations: the Contractor shall notify the Contracting Officer in writing when it has reason to believe that the costs it expects to incur in the next [INSERT: 60/90 days] days, when added to costs already incurred, will exceed [INSERT: 75/85] % of the estimated cost.
8. The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables and Services, and on a realistic assessment of the effort, resources and risks involved.

9. Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.

### **STC B.5. Type of Contract: Time-and-Materials/Labour-Hour (T&M/LH) [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").
2. This Contract is a Time-and-Materials / Labour-Hour Contract.
3. The Contract ceiling price is [INSERT amount], comprising:
  - (a) Labour: hours at the fixed hourly rates set out in [INSERT: Annex / Rate Schedule reference], which rates are inclusive of wages, indirect costs, general and administrative expenses, and profit; and
  - (b) [For T&M only] Materials: reimbursed at actual cost, supported by invoices and without profit, plus any handling rate expressly stated in [INSERT reference].
4. The Contractor shall not exceed the ceiling price without the prior written authorisation of the Contracting Officer. Performance beyond the ceiling is at the Contractor's risk.
5. Hours claimed shall be supported by timesheets identifying personnel, labour category, dates and tasks performed, and shall be subject to verification and audit.
6. The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables and Services, and on a realistic assessment of the effort, resources and risks involved.
7. Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.

### **STC B.6. Type of Contract: Indefinite Delivery Indefinite Quantity (IDIQ) [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").
2. This Contract is an Indefinite Delivery Indefinite Quantity. The provisions of this clause apply to this Contract and, to the extent of any inconsistency, take precedence over Clause GTC A.1.7 (Type of Contract) of the Contract General Terms and Conditions.
3. This Contract establishes the terms under which the Purchaser may issue Task Orders or Delivery Orders during the ordering period set out in [INSERT reference].
4. The guaranteed minimum value of orders during the ordering period is [INSERT reference]. The maximum aggregate value of orders shall not exceed [INSERT amount].
5. Each Task Order or Delivery Order shall identify its own Contract type (which may be Firm Fixed Price, Cost-Reimbursement, Time-and-Materials, or such other type as the parties agree), and the corresponding pricing provisions of this Clause shall apply to that order as if set out in full.
6. In the absence of an express identification of Contract type at the order level, the order shall be deemed a Firm Fixed Price order.
7. The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables

and Services, and on a realistic assessment of the effort, resources and risks involved.

8. Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.

### **STC B.7. Type of Contract: Indefinite Delivery Definite Quantity (IDIQ) [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").
2. This Contract provides for the delivery of a definite quantity of [INSERT: Supplies/Services], as specified in [INSERT: Annex / Schedule reference], with deliveries to be scheduled by the issuance of Delivery Orders during the performance period set out in [INSERT reference].
3. The total definite quantity to be delivered under this Contract is [INSERT quantity and unit of measure]. The Purchaser is obligated to order, and the Contractor is obligated to deliver, the full definite quantity during the performance period.
4. The firm price for the definite quantity is [INSERT amount], calculated at the unit price of [INSERT unit price] per [INSERT unit of measure]. This price is inclusive of all costs of performance.
5. Delivery Orders shall be issued in writing by the Purchaser and shall specify the quantity to be delivered, the delivery location and the required delivery date. Each Delivery Order shall draw down against the definite quantity until the total is exhausted.
6. The minimum quantity per Delivery Order is [INSERT], and the maximum quantity per Delivery Order is [INSERT], unless otherwise agreed in writing.
7. If the Purchaser has not issued Delivery Orders for the full definite quantity by the end of the performance period, the parties shall meet to agree on one of the following remedies: (A) issuance of a final Delivery Order covering the undelivered balance; (B) payment to the Contractor for the undelivered balance in consideration of the Contractor's performance readiness; or (C) an extension of the performance period as agreed in writing by the Purchaser.
8. The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables and Services, and on a realistic assessment of the effort, resources and risks involved.
9. Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.

### **STC B.8. Type of Contract: Indefinite Delivery Requirements Contract [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.1.7 ("Type of Contract").
2. During the performance period set out in [INSERT reference], the Contractor shall furnish all of the Purchaser's actual requirements for the Supplies or Services described in [INSERT: Annex / Scope of Work reference], and the Purchaser shall order such requirements exclusively from the Contractor, subject to the exceptions in [paragraph (vii)].
3. The estimated total quantity of Supplies or Services that the Purchaser anticipates ordering during the performance period is [INSERT estimated quantity and unit of measure]. This estimate is provided for planning purposes only and is neither a representation nor a guarantee of the quantity that will actually be ordered.

4. The unit prices applicable to orders placed under this Contract are as set out in **[INSERT: Annex / Price Schedule reference]**. Unit prices shall be firm throughout the performance period except as may be adjusted under any applicable economic price adjustment provision expressly incorporated into this Contract.
5. The Purchaser's obligation is limited to ordering its actual requirements, which may be zero. The Contractor assumes the risk that actual requirements may fall below the estimated quantity and shall not be entitled to any additional compensation on that basis.
6. A maximum quantity per Delivery Order of **[INSERT]** and a maximum aggregate quantity for the Contract of **[INSERT]** shall apply, unless otherwise agreed in writing. The Contractor is not obliged to deliver quantities in excess of these limits.
7. Orders shall be placed by the issuance of written Delivery Orders by the Purchaser, specifying the quantity required, the delivery location and the required delivery date.
8. The Purchaser reserves the right to satisfy its requirements from sources other than the Contractor where: (A) the Contractor is unable to deliver within the required timeframe; (B) the required Supplies or Services fall outside the scope of this Contract; (C) an exigent operational need so requires; or (D) as otherwise expressly provided in this Contract or authorised under applicable NCIA procurement regulations.
9. The Contractor warrants that the prices, rates, target costs or estimated costs (as applicable) reflected in the Contract are based on a careful examination of the required Supplies, Deliverables and Services, and on a realistic assessment of the effort, resources and risks involved.
10. Any change to the type of Contract or to the parameters of this Contract type, shall be effected only by written modification signed by the Purchaser's Contracting Authority.

## **STC C. ACCEPTANCE AND PAYMENT**

### **STC C.1. Advance Payment [MAY 2026]**

1. On an exceptional basis, Advance Payment has been permitted under this Contract upon submission of a "Pro-Forma" invoice by the Contractor to the Purchaser. The amount of the "Pro-Forma" invoice shall not exceed **[insert exact amount of advance payment]**, which shall be issued in no more than a single invoice. In the event that Contractor fails to deliver any or all of the deliverables commensurate to the Advance Payment, the Contractor is liable to repay the Purchaser the equivalent sum of the Advance Payment.

## **STC D. SUPPLIER REQUIREMENTS**

### **STC D.1. Performance Guarantee [MAY 2026]**

1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) Days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the equivalent value of EUR 300,000.
2. The Performance Guarantee shall remain valid throughout the duration of the Contract period to include any Contract modification, and shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract.
3. The Performance Guarantee shall be an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by any of the banks (used interchangeably with "financial institution") listed on NCIA's website under Business>Procurement>Documents and Resources>[Bank Guarantee](#) for reference (hereafter defined as the "Acceptable Banks") or issued by a different financial institution and confirmed by any of the Acceptable Banks. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming bank shall

clearly state that it will guarantee the funds and the drawing against can be made by the NCIA. The Performance Guarantee shall be substantially similar to the NCIA SLC template provided on the Bank Guarantee section of the NCIA public website and shall be made payable to the: **Treasurer, NCIA**.

4. **"Standby Letter of Credit" or "SLC"** as used herein, means a written commitment by a financial institution included in the list of Acceptable Banks, either on its own behalf or as a confirmation of the SLC issued by a different bank not on the list of Acceptable Banks to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the SLC.
5. The Contractor should note that, regardless of paragraph 12 of the NCIA SLC template, it is possible to issue the SLC subject to a publication similar to the "International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce (ICC) Publication No. 590" (e.g. the Uniform Rules for Demand Guarantees ICC Publication No. 758) as long as the following basic principles remain: (1) it is a written commitment by one of the financial institutions included on the list of Acceptable Banks and (2) it includes the Contract number, bank name, contractor name, amount, expiration date, and that overall, the language of the Performance Guarantee is substantially similar to the NCIA SLC template.
6. Alternatively, the Contractor may elect to electronically make a cash deposit of the required Performance Guarantee directly to the account of the NCIA (no cheques). The NCIA's bank account details will be provided separately upon request to the Purchaser's Contracting Authority. The Performance Guarantee shall be provided in full, without any deduction. Any fees charged that reduce its value shall be borne by the Contractor.
7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract subject to the provisions of the Contract regarding Clause GTC A.4.14 ("Termination for Cause – For Default"), without prejudice to any other rights and remedies provided by law or under the Contract.

## STC D.2. Key Personnel [MAY 2026]

1. **Definition:** "Key Personnel" means those individuals identified in the table below (Key Personnel List) whose qualifications, experience, and continued availability the Purchaser has determined to be essential to successful performance of this Contract. The Contractor acknowledges that the award of this Contract was based, in material part, on the Key Personnel proposed in the Contractor's offer.

| # | Position                               | Name          |
|---|----------------------------------------|---------------|
| 1 | Project Manager                        | [insert name] |
| 2 | Senior Technical Lead                  | [insert name] |
|   | [insert further positions as relevant] | [insert name] |

Table: Key Personne List

2. **Commitment:** The Contractor shall assign the individuals identified as Key Personnel to the performance of this Contract and shall ensure that each devotes the level of effort required to successfully deliver the requirements of the Contract. No Key Personnel may be removed, reassigned, or materially reduced in level of effort without the prior written consent of the Purchaser's Contracting Authority, except as provided in STC Clause STC D.2.4.
3. **Voluntary Substitution**
  - (a) Any request to substitute Key Personnel shall be submitted to the the Purchaser's Contracting Authority in writing not fewer than thirty (30) Days before the proposed effective date of the substitution.

(b) Each request shall include:

- (1) A detailed explanation of the circumstances giving rise to the proposed substitution;
- (2) A complete résumé or curriculum vitae of the proposed substitute, together with copies of any clearances, certifications, or professional licenses required for performance;
- (3) A written certification by the Contractor that the proposed substitute's qualifications, relevant experience, and technical expertise are equal to or greater than those of the individual being replaced; and
- (4) Such other information as the Purchaser's Contracting Authority may reasonably request to evaluate the proposal.

(c) The Purchaser's Contracting Authority will notify the Contractor in writing within fifteen (15) Days of receipt of a complete request whether the proposed substitute is accepted. Acceptance will not be unreasonably withheld, but remains within the sole discretion of the Purchaser's Contracting Authority.

**4. Involuntary Substitution:** Where a Key Personnel becomes unavailable as a result of death, incapacitating illness, voluntary resignation, involuntary termination of employment, or other circumstance beyond the Contractor's reasonable control, the Contractor shall:

- (a) Notify the Purchaser's Contracting Authority in writing within five (5) business days of learning of the unavailability; and
- (b) Propose a qualified substitute, accompanied by the documentation required under Clause STC D.2.3(b)(2), within fifteen (15) Days after the notice.
- (c) Pending acceptance of a substitute, the Contractor shall use its best efforts to minimize disruption to Contract performance, including through the use of interim personnel of comparable qualifications at no additional cost to the Purchaser.

**5. Remedies:** If the Purchaser's Contracting Authority determines that a proposed substitute is unacceptable, or that the Contractor has removed a Key Personnel in violation of Clause STC D.2.2, the Purchaser's Contracting Authority may, at its election and in addition to any other remedy available under this Contract:

- (a) Direct the Contractor to propose one or more additional substitutes within a specified time;
- (b) Suspend further performance, in whole or in part, until acceptable Key Personnel are made available;
- (c) Equitably reduce the Contract price or fee to reflect the diminished value of performance; or
- (d) Terminate this Contract, in whole or in part, for default in accordance with the Termination for Default clause of this Contract.

**6. Minimum Retention Period:** Unless otherwise authorized in writing by the Purchaser's Contracting Authority, the Contractor shall make each Key Personnel available for the first **twelve (12)** months of Contract performance, or for the duration of such individual's assigned role, whichever is shorter.

**7. No Waiver:** The Purchaser's Contracting Authority's acceptance of any substitute shall not constitute a waiver of the qualifications or level of effort required under this Contract, nor shall it relieve the Contractor of any obligation hereunder.

**8. Records:** The Contractor shall maintain, and make available to the Purchaser's Contracting Authority upon request, records sufficient to demonstrate compliance with this clause, including identity, qualifications, and actual level of effort of each Key Personnel charged to this Contract.

## STC E. CHANGES OR BREACH OF CONTRACT

### STC E.1. Limited Liability (Limitation of Liability) [MAY 2026]

1. **General Limitation:** Except as otherwise expressly provided in this Contract, the Contractor's and Purchaser's liability for damages arising from any breach of the Contract, whether in Contract or otherwise, shall not exceed the total amount paid or payable under the Contract.
2. **Exclusions:** This limitation of liability does not apply to:
  - (a) Claims arising from gross negligence,
  - (b) Wilful misconduct or fraud,
  - (c) Liabilities for injuries or death caused by negligence or wrongful acts,
  - (d) Any obligations under indemnification provisions included in this Contract,
  - (e) Any penalties or damages expressly specified in applicable federal laws or regulations.
3. **Indirect and Consequential Damages:** Neither party shall be liable to the other for incidental, indirect, or consequential damages, including but not limited to lost profits, loss of revenue, or loss of use, arising out of the performance of the Contract, even if the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.
4. **Third-Party Claims:** This clause does not limit liability for third-party claims arising under the Contract, where such liability is not expressly limited by law.
5. **Purchaser Rights:** Nothing in this clause shall impair either party's right to seek equitable remedies, specific performance, or other relief as allowed under applicable laws or regulations.

## STC F. CONTRACTOR'S GENERAL TERMS AND CONDITIONS

### STC F.1. Exclusion of Contractor's General Terms and Conditions [MAY 2026]

1. The Parties expressly agree that the Contractor's general terms and conditions, including any standard terms provided in bids, proposals, quotations, or other documentation, are excluded from this Contract. This exclusion shall be binding and shall take precedence over any conflicting provisions, ensuring that the governing terms of this Contract are exclusively those agreed upon herein.

### STC F.2. Acceptance OF Contactor's General Terms and Conditions [MAY 2026]

1. The Parties expressly agree that the Contractor's general terms and conditions, as provided in bids, proposals, quotations, or other documentation, are incorporated into this Contract to the extent that they do not directly conflict with the provisions of the Contract Core General Terms and Conditions and the Contract Special Terms and Conditions. Where inconsistencies arise, the terms of this Contract shall prevail.

## STC G. IDIQ CLAUSES

### STC G.1. Scope of Work [MAY 2026]

1. The scope of work of this Indefinite Delivery Indefinite Quantity (IDIQ) is **[insert broad category of the requirement (e.g.: COTS IT)]**. The Contract has no intrinsic monetary value. The Purchaser will place Orders (Task or Delivery) against the Contract when requirements are identified and funding is available.
2. Each Order will have a monetary obligation and a scope of work that is within the general scope of this Contract.

3. The Purchaser regards this Contract to be a 'preferred vehicle' for obtaining the supplies or services specified in the Statement of Work. The Purchaser may decide to solicit alternative sources if that is deemed more favourable to the Purchaser.
4. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated price of each order.
5. This IDIQ Contract has a Not To Exceed (NTE) ceiling amount of [Insert Ceiling Value] EUR for the period of performance of [insert # of years in the following format, e.g.: Five (5)] Years.

### **STC G.2. Task or Delivery Orders [MAY 2026]**

1. Orders (Task or Delivery) will be issued in writing by the Purchaser and signed by the Purchaser's Contracting Authority. Orders are instruments to initiate Contractor activities and obligate funding to the Contract.
2. The Contractor shall begin Contract performance upon issuance of each written order and provide all products or services listed on the schedule in accordance with all terms and conditions of this Contract.
3. The Contractor is advised that it is not possible to determine the precise types or amounts of supplies or services that will be ordered during the term of the Contract. There is no limit on the number of orders that may be issued.
4. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and Purchaser's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this Contract after the final period of the final purchase order issued.
5. After the Contract term expires, the Contract will remain an active Contract until the final task order is closed out and shall govern the terms and conditions with respect to active task orders to the same extent as if they were completed during the Contract term.

### **STC G.3. Ordering Procedures [MAY 2026]**

1. The Purchaser will initiate the ordering process by issuing an Order detailing the following:
  - (a) Order Number;
  - (b) Effective Date of the Order;
  - (c) Total quantities of equipment or services required by each Contract Line Item Number (CLIN);
  - (d) Statement of Work reference;
  - (e) Schedule and place of delivery and performance;
  - (f) Shipping and transportation;
  - (g) Total Monetary Value of the Order.
2. For the purpose of this Contract, an obligation to deliver as per the Order is deemed to exist for the Contractor upon signature by the Purchaser. Counter-signature by the Contractor is not required for any Order placed under the Contract.
3. An Order is understood to have been received within twenty-four (24) hours if it is a business day, or the first day after a non-business day.
4. Orders may be issued from time to time and there are no limitations on the number of Orders that can be issued up to the ceiling amount of the IDIQ Contract.

## STC G.4. Ordering Limitations [MAY 2025]

1. **Minimum Order.** When the Purchaser requests supplies or services covered by this Contract in an amount of less than [insert minimum order value (e.g.: 5,000.00)] EUR per single order, the Purchaser is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the Contract.
2. **Maximum Order.** The Contractor is not obligated to honour:
  - (a) Any order for a single item in excess of [insert maximum order value (e.g.: 5,000,000.00)] EUR,
  - (b) Any order for a combination of items in excess of maximum value (in Clause STC G.4.2(a) above for each single order), or:
  - (c) A series of orders from the same Organizational Element within five (5) days that together call for values exceeding the limitation in Clauses STC G.4.2(a) or STC G.4.2(b) above.
3. Notwithstanding Clauses STC G.4.2(c) above, the Contractor shall honour any order exceeding the maximum order limitations in Clause STC G.4.2(c), unless that order (or orders) is returned to the Purchaser within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons why. Upon receiving this notice, there is no further obligation regarding the order by either the Contractor or Purchaser.

## STC G.5. Place and Terms of Delivery [MAY 2026]

1. Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services. The Contractor shall that the Purchaser is exempt from direct taxes and duties as set forth in Clause GTC A.3.4 ("Taxes and Duties"). The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

## STC G.6. Disposal, Sales and Gainshare Mechanism [MAY 2026]

1. **Definitions:** In this clause:
  - (a) "Asset" means any redundant Purchaser ICT Asset identified by the Purchaser as suitable for onward sale under this clause.
  - (b) "Contract Credit Register" means the register maintained by the Contractor under Clause STC G.6.6.
  - (c) "Credit of Sums Due" means an amount credited to the Purchaser under STC G.6.7 and applied in accordance with STC G.6.8.
  - (d) "EPA" means the annual Economic Price Adjustment agreement under the Contract.
  - (e) "Sale Price" means the price for an Asset agreed between the Purchaser's Contracting Authority and the Contractor under STC G.6.4.
2. **Scope:** This clause governs the disposal and sale of Assets by the Contractor on the Purchaser's behalf.
3. **Certificate of Disposal:** The Contractor shall issue a Certificate of Disposal to the Purchaser in respect of each sale of an Asset under this clause.
4. **Initiation of a Sale:** Where the Purchaser determines, in accordance with Articles 7 and 8 of NCIA ICT Asset Disposal SOP 06.03.04, that an Asset is suitable for onward sale:
  - (a) the Purchaser's Contracting Authority shall issue a request to the Contractor;
  - (b) the Contractor shall submit a quotation to the Purchaser's Contracting Authority for the proposed Sale Price; and
  - (c) once the Purchaser's Contracting Authority has agreed the Sale Price, the sale shall be formalised by an Order (Credit) signed by the Purchaser's Contracting Authority.

## **5. Transfer of Ownership, Risk and Liability**

(a) On agreement of a sale under STC G.6.4:

- (1) title in the Asset shall pass to the Contractor; and
- (2) all liabilities and risks associated with ownership of the Asset - including, without limitation, safety, lifecycle costs, quality, fitness for purpose and fitness for use - shall pass to the Contractor in full.

(b) The Contractor shall ensure that each prospective and actual onward purchaser of an Asset is informed of the terms on which it acquires the Asset, and that equivalent terms apply to any subsequent sale by the Contractor to a third party.

**6. Contract Credit Register:** The Contractor shall maintain a Contract Credit Register recording each agreed Sale Price and the receipts accrued. The Contractor shall submit the Register to the Purchaser's Contracting Authority quarterly for review and agreement.

## **7. Gainshare**

(a) The aggregate Sale Price of Assets sold under this clause shall be apportioned equally between the Parties on a 50/50 basis, such that:

- (1) 50% shall be credited to the Purchaser as a Credit of Sums Due; and
- (2) 50% shall be retained by the Contractor as a reward fee.

(b) This STC G.6.7 shall be applied in accordance with the scope of work of the Contract.

**8. Settlement of Credits.** No cash shall pass between the Parties in respect of amounts arising under this clause. The Credit of Sums Due shall instead be applied as a percentage discount to the Contract Price under the annual Economic Price Agreement (EPA), and shall be given effect by Contract modification.

## **STC H. CYBERSECURITY TERMS AND CONDITIONS**

### **STC H.1. Cyber Incident Reporting-Alternate 1 [MAY 2026]**

1. This Special Term and Condition (STC) Clause replaces the General Term and Condition (GTC) Clause GTC A.5.5 ("Cyber Incident Reporting").

(a) The Contractor shall report to Purchaser without delay and take remedial action upon discovery or awareness of cyber incidents.

(b) Cyber incident means actions taken directly or indirectly through the use of computer networks that result in a compromise or a potential compromise, or an actual or potentially adverse effect, on an information system and/or the information residing therein.

(c) Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media or external networks may have occurred.

(d) Cyber incidents are considered cybersecurity issues. The Contractor shall establish and maintain a process for identifying, tracking, reviewing, reporting, and resolving cybersecurity issues. The Contractor shall provide all relevant information on cybersecurity issues from this process to Purchaser without delay. Without delay for the purposes of this article means one working day or as soon as possible under the circumstances.

(e) This clause is in addition to any other requirements placed upon the Contractor, and does not replace or modify any other requirement.

## **STC H.2. Limitation on the Use or Disclosure of Purchaser Furnished Information (PFI) [MAY 2026]**

### **1. Definitions.** As used in this clause, PFI includes:

- (a) **“Contractor-acquired information”**, which means information acquired or otherwise collected by the Contractor on behalf of the Purchaser in the context of the Contractor's duties under the Contract.
- (b) **“Purchaser Furnished Information (PFI)”**, which means information in the possession of, or directly acquired by, the Purchaser and subsequently furnished to the Contractor for performance of a Contract. PFI also includes contractor-acquired information if the contractor-acquired information is a deliverable under the Contract and is for continued use under the Contract. Otherwise, PFI does not include information that is created by the Contractor and delivered to the Purchaser in accordance with the requirements of the work statement or specifications of the Contract. The type, quantity, quality, and delivery requirements of such deliverable information are set forth elsewhere in the Contract schedule.

### **2. Information Management and Information**

- (a) The Contractor shall manage, account for, and secure all PFI provided or acquired by the contractor in accordance with the Special Terms and Conditions Clause, “Basic Safeguarding of Contractor Communication and Information Systems (CIS)”. The Contractor shall be responsible for all PFI provided to its subcontractors.

### **3. Use of PFI**

- (a) The Contractor shall not use any information provided or acquired under this Contract for any purpose other than in the performance of this Contract.
- (b) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any PFI covered by this clause.

### **4. Information Alteration and Disposal**

- (a) Except as otherwise provided for in this Contract, the Contractor shall not alter, destroy, or otherwise dispose of any PFI unless expressly directed by the Contracting Officer to do so.

### **5. Subcontracts**

- (a) The Contractor shall include the substance of this clause in subcontracts under this Contract (including subcontracts for the acquisition of commercial products or services in which the subcontractor may have access to PFI).

## **STC H.3. Limitation on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information [MAY 2026]**

### **1.** The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this Contract that is information obtained from a third-party's reporting of a cyber incident pursuant to the Cyber Incident Reporting clause (or derived from such information obtained under that clause):

- (a) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Purchaser in support of the NATO activities related to stipulated clause and shall not be used for any other purpose.

- (b) The Contractor shall protect the information against unauthorized release or disclosure.
- (c) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (d) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Purchaser and the Contractor, as required by Clause STC H.3.1(c).

**2. A breach of these obligations or restrictions may subject the Contractor to:**

- (a) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by NATO.

**3. Subcontracts.** The Contractor shall include this clause, including this Clause STC H.3.3, in subcontracts, or similar contractual instruments, for services that include support for NATO activities related to cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

**STC H.4. REACH Capability [MAY 2026]**

- 1. The purpose of this Clause is to define the conditions under which specific Purchaser provided REACH capability is made available to the Contractor in the execution of this Contract.
- 2. The provision of the REACH capability is governed by the Contract Core General Terms and Conditions, Clause GTC A.1.9, ("Purchaser Furnished Property") and Clause STC H.5 ("Service Level Agreement (SLA) for the Provision of REACH Laptops in accordance with Clause STC H.4.
- 3. Should the Purchaser not be able to meet the SLA related to the provision of the REACH capability as laid down in Clause STC H.5, the Contractor shall not be entitled to claim an excusable delay nor any compensation against any Clauses for the Performance of this Contract and its modifications.

**STC H.5. Service Level Agreement (SLA) for the Provision of REACH Laptops in accordance with Clause STC H.4 [JULY 2026]**

- 1. To improve collaboration between the Contractor and the Purchaser teams, a collaborative environment for the two teams will be established that will provide the ability to process, store and handle information up to and including NATO RESTRICTED (NR). Access to the collaborative environment is provided to the Contractor via the Purchaser NR capability (informally called REACH). This capability will be complemented by a limited access to the Purchaser's Project Portal.

**2. Parties**

- (a) The REACH capability will be provided by the Purchaser to support the Contractor under Contract No. [Enter Contract Number].

**3. General Overview**

- (a) This is an agreement between the Purchaser and the Contractor under this Contract to establish the:
  - (1) Provision of REACH capability for the Contractor,
  - (2) General levels of response, availability, and maintenance associated with the REACH capability,
  - (3) Respective responsibilities of the Purchaser and the Contractor,
  - (4) These Terms and Conditions shall be in effect for an initial period of [Insert Time Frame] from the effective date of the Contract or until the end of Contract No. [Enter Contract Number], whichever occurs first. It can be extended based on a mutual agreement between the Parties.

4. The Purchaser accepts no liability and provides no warranty in respect of the third party software. It is emphasized that the REACH can only be used by the Contractor within the limits set out in this project description.

## 5. Aim

- (a) The REACH capability enables exchanges of information and collaboration up to and including NR classification.

## 6. Limitations

- (a) The use of the REACH capability requires a NATO Security clearance as per STC J Contract Classification requirements.
- (b) The exchange and collaboration of information is provided through email and Instant Messaging.
- (c) Direct printing capability is not provided, but can be arranged through an extension of this Contract requested by the Contractor.
- (d) In case of any problems which cannot be solved remotely from the Purchaser's service desk (e.g. in The Hague, Netherlands), the equipment shall be sent to the Purchaser (at NCIA, The Hague, Netherlands) at the Contractor's expenses. Any damages resulting from inappropriate operation or operation in harsh environment or adverse weather conditions, as well as a loss of the system shall be compensated by the Contractor.
- (e) A maximum of two users can be configured to share one REACH laptop capability.

## 7. Assumptions

- (a) The following assumptions apply to this Agreement:
- (b) Any support provided by Purchaser is documented in the service descriptions above
- (c) Security violations of the non-NCIA REACH users are investigated through their local security officers/managers applying relevant NATO rules.
- (d) Required changes to this Agreement and/or the provision of the REACH capability will be jointly assessed and the implementation agreed between the Parties. The implementation of changes may have an impact on the charges which will be handled through an update to the Contract.

## 8. Roles and Responsibilities

- (a) The roles and responsibilities for the provision of the REACH capability are defined in the Statement of Work.

## 9. Purchaser's Responsibilities

- (a) The Purchaser will:
- (1) Provide to the Contractor the necessary documentation required for the activation of user accounts and certifications;
  - (2) Provide the REACH capability including basic end-user training and deliver the REACH laptop(s);
  - (3) Set up and maintain the project web-portal at NR level;
  - (4) Provide introduction to the management of the portal and service desk for the portal on-site at NCIA, The Hague or through electronic media;
  - (5) Grant temporary use of REACH hardware and the software licences throughout the contracted period.

## 10. Contractor Responsibilities

(a) The Contractor shall:

- (1) Sign and return to the Purchaser the required access and security documentation;
- (2) Provide the internet access required for Remote Access via NCIA REACH;
- (3) Be responsible for any required backup of files and data on authorized removable storage devices;
- (4) Ensure that Contractor personnel operating the REACH units possess security clearance as per STC J Contract Classification requirements;
- (5) Provides the contact details of the local Security Officer or Manager and the commitment to apply relevant NATO rules;
- (6) Return the equipment at the end of the Contract at the Contractor's expense;
- (7) Not use the equipment for any other purposes than the purpose set out herein;
- (8) Not lend, rent, lease and/or otherwise transfer the equipment to an unauthorized third party;
- (9) Not copy or reverse engineer the equipment.

## 11. Hours of Coverage, Response Times & Escalation

(a) As described in the Statement of Work.

## 12. Incidents

(a) As described in the Statement of Work.

## 13. Resolution of disagreements

(a) In case of disagreements, all disputes shall be resolved in accordance with the Contract General Terms and Conditions.

## 14. Changes

- (a) For any changes of the REACH capability which will be required to be made during the term of this Contract, the Purchaser will notify the Contractor at least one week prior to the event and inform about the required consequences.
- (b) Any changes concerning the elements provided by the Contractor shall be communicated to the NCIA Service Desk at least one week prior to the event.

## 15. Maintenance

(a) Use of the REACH capability and/or related components require regularly scheduled maintenance performed by the Purchaser through automatic updates. The Contractor will be informed of any unusual maintenance activities with sufficient notice.

## STC I. SUBCONTRACTORS

### STC I.1. Subcontracting to Non-NATO Entities Outside the Local Area [MAY 2026]

1. The Contractor shall not perform or subcontract any portion of this Contract to a company incorporated or with an individual with citizenship in a Non-NATO country outside the local area (as described in the SOW) without prior written authorization from the Purchaser.
2. Prior to asking the Purchaser for written approval, the Contractor must conduct a thorough vetting process to ensure that the Non-NATO Subcontractor meets at least the same standards of protection and security as required under the Contract, including but not limited to confidentiality, security,

compliance with applicable laws and relevant industry standards, and overall operational reliability. The Contractor shall maintain detailed documentation of such vetting for review by the Purchaser upon request.

3. The Purchaser shall review the Contractor's deviation request and may, at its sole discretion, grant or withhold approval based on concerns about the security, protection, and legal or industry-standard compliance of the Non-NATO Subcontractor.
4. The Contractor shall remain fully responsible for the performance and compliance of any approved non-NATO Subcontractor. Any approval granted by the Purchaser shall not relieve the Contractor of its obligations under this Contract.

## **STC I.2. Integration of Work [MAY 2026]**

1. The Contract is supporting multiple Purchaser projects and is integrating the work of multiple contractors to accomplish its objectives. Therefore, the Purchaser will be utilising the deliverables under the Contract along with deliverables under other Contracts to achieve its overall objectives, and requires the intellectual property rights to do so. The Contractor therefore is providing a non-exclusive and transferrable license to the Purchaser to use all information provided to the Purchaser under the Contract as needed by the Purchaser to accomplish its projects, to include the integration of the work of multiple Contractors.
2. Without the prior consent in writing of the Purchaser, the Contractor shall not make use in the performance of the Contract of inventions, designs or technical information which are the subject of any agreement made after the date of the Contract or make any grant of rights in the results of work under the Contract which they know would restrict their freedom to provide the information as required by this clause.

## **STC J. CONTRACT CLASSIFICATION**

### **STC J.1. Security Requirement for NATO Unclassified (NU) Projects With Un-Escorted Access [MAY 2026]**

1. This Special Term and Condition (STC) Clause supplements the General Term and Condition (GTC) Clause GTC A.3.6 ("Security of Unclassified and NATO Unclassified Materials and Information").
2. The security classification of this Contract is "NATO Unclassified (NU)". "NU" level is the highest access to NATO classified information given, for the implementation to this project.
3. In addition, under the NATO Physical, Personnel and Industrial Security Directives, the Contractor's personnel visiting or working, unescorted, at NCIA or NATO premises in connection with this Contract shall hold a NATO SECRET security clearance valid for the duration of the Contract. For this reason, the Contractor shall have the appropriate Facility Security Clearance (FSC) and obtain the necessary Personnel Security clearances (PSC). This requirement applies to all subcontracts issued by the Contractor for the effort under this prime Contract.
4. It is the responsibility of the Contractor to ensure that their personnel obtain the required security clearances and transmit this information (Request for Visit process) to the sites to be visited in adequate time, (usually two (2) to three (3) weeks) that the site may perform the appropriate administration. The Contractor shall submit a Request for Visit (RFV) for the sites through their National Security Authority. Further details on RFVs and Certificate of Security Obligations (CSO) and can be requested from the Purchaser.
5. The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
6. The Contractor bears full responsibility and liability under the Contract for delays arising from the

- failure of the Contractor to adhere to the security requirements.
7. Any delay caused by non-compliance of the Security clearance requirements under this Contract, shall not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of penalties or a determination of Termination for Default by the Purchaser.
  8. In the absence of valid FSC or PSC for the Contractor's personnel during the performance of the Contract, per STC J.1.3 and STC J.1.4 above, the Purchaser reserves the right to terminate the Contract for "Default" as per Clause GTC A.4.14 ("Termination for Cause- for Default") Article of the Contract Core General Terms and Conditions.
  9. The Contractor shall comply with the security measures prescribed in NATO Security Policy, by the Purchaser and as applicable, by the National Security Authority (NSA) or Designated Security Authority or Agency (DSA), of each of the NATO Member nations, in which the Contract is being performed or in which the Company is based. The Contractor shall be responsible for the safeguarding of information that is indicated as "NATO Classified" ("NATO Classified information") such as NU, NR, NC, NS and CTS, under the "need to know" principal, as well as NATO Classified and "In Confidence" documentation, material and equipment entrusted to them or generated by them in connection with the performance of the Contract. Further Information can be found in the Statement of Work (SOW), Contract Security Clause (CSC), Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given.
  10. The Contractor's personnel acting as Privileged Users shall also be required to comply with the regulations described under the NCIA Code of Ethics and directives for NATO CIS Privileged Users.
  11. The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.
  12. The Contractor shall ensure that the substance of this clause is incorporated into all subcontracts arising under this contract, and shall ensure compliance by its subcontractors.

## **STC J.2. Security Requirements for NATO Unclassified (NU) Projects with Escorted Access [MAY 2026]**

1. This Special Term and Condition (STC) Clause supplements the General Term and Condition (GTC) Clause GTC A.3.6 ("Security of Unclassified and NATO Unclassified Materials and Information").
2. The security classification of this Contract is "NATO Unclassified (NU)". "NU" level is the highest access to NATO classified information given, for the implementation to this project. This requirement applies to all subcontracts issued by the Contractor for the effort under this prime Contract.
3. The Contractor shall comply with the security measures prescribed in NATO Security Policy, by the Purchaser and as applicable, by the National Security Authority (NSA) or Designated Security Authority or Agency (DSA), of each of the NATO Member nations, in which the Contract is being performed or in which the Company is based. The Contractor shall be responsible for the safeguarding of information that is indicated as "NATO Classified" ("NATO Classified information") such as NU, NR, NC, NS and CTS, under the "need to know" principal, as well as NATO Classified and "In Confidence" documentation, material and equipment entrusted to them or generated by them in connection with the performance of the Contract. Further Information can be found in the Statement of Work (SOW), Contract Security Clause (CSC), Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given.
4. The Contractor's personnel acting as Privileged Users shall also be required to comply with the regulations described under the NCIA Code of Ethics and directives for NATO CIS Privileged Users.

5. The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.
6. The Contractor shall ensure that the substance of this clause is incorporated into all subcontracts arising under this contract, and shall ensure compliance by its subcontractors.

### **STC J.3. Security Requirements for NATO R~~E~~stricted (NR) Projects with Escorted Access [MAY 2026]**

1. This Special Term and Condition (STC) Clause supplements the General Term and Condition (GTC) Clause GTC A.3.6 ("Security of Unclassified and NATO Unclassified Materials and Information").
2. The security classification of this Contract is "NATO R~~E~~stricted (NR)". "NR" level is the highest access to NATO classified information given, for the implementation to this project. For this reason, the Contractor shall have the appropriate Facility Security Clearance (FSC), and Personnel Security Clearances (PSC), for NR Level, if necessary, by the respective National Security authority, under National laws and regulations. A Certificate of Security Obligation (CSO) shall be signed by all Contractor's staff, which will have access to NR information, under this Contract. This requirement applies to all subcontracts issued by the Contractor for the effort under this prime Contract.
3. It is the responsibility of the Contractor to ensure that their personnel obtain the required security clearances and transmit this information (Request for Visit process) to the sites to be visited in adequate time, (usually two (2) to three (3) weeks) that the site may perform the appropriate administration. The Contractor shall submit visit requests (RFVs) for the sites through their National Security Authority. Further details on RFVs and Certificate of Security Obligations (CSO) and can be requested from the Purchaser.
4. The Contractor is advised that the facility and personnel security process, if required, may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
5. The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
6. Any delay caused by non-compliance of the Security clearance requirements under this Contract, shall not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of penalties or a determination of Termination for Default by the Purchaser.
7. In the absence of valid facility and personnel security clearances for the Contractor's personnel during the performance of the Contract, as per para STC J.3.2 and STC J.3.3 above, the Purchaser reserves the right to terminate the Contract for "Default" as per Clause GTC A.4.14 ("Termination for Cause - For Default") of the Contract Core General Terms and Conditions.
8. The Contractor shall comply with the security measures prescribed in NATO Security Policy, by the Purchaser and as applicable, by the National Security Authority (NSA) or Designated Security Authority or Agency (DSA), of each of the NATO Member nations, in which the Contract is being performed or in which the Company is based. The Contractor shall be responsible for the safeguarding of information that is indicated as "NATO Classified" ("NATO Classified information") such as NU, NR, NC, NS and CTS, under the "need to know" principal, as well as NATO Classified and "In Confidence" documentation, material and equipment entrusted to them or generated by them in connection with the performance of the Contract. Further Information can be found in the Statement of Work (SOW), Contract Security Clause (CSC), Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given.
9. The Contractor's personnel acting as Privileged Users shall also be required to comply with the regulations described under the NCIA Code of Ethics and directives for NATO CIS Privileged Users.

10. The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.
11. The Contractor shall ensure that the substance of this clause is incorporated into all subcontracts arising under this contract, and shall ensure compliance by its subcontractors.

#### **STC J.4. Security Requirement for NATO R~~E~~stricted (NR) Projects with Un-Escorted Access [MAY 2026]**

1. This Special Term and Condition (STC) Clause supplements the General Term and Condition (GTC) Clause GTC A.3.6 ("Security of Unclassified and NATO Unclassified Materials and Information").
2. The security classification of this Contract is "NATO R~~E~~stricted (NR)". "NR" level is the highest access to NATO classified information given, for the implementation to this project. For this reason, the Contractor shall have the appropriate Facility Security Clearance (FSC), for NR Level, if necessary, by the respective National Security authority, under National laws and regulations. A Certificate of Security Obligation (CSO) shall be signed by all Contractor's staff, which will have access to NR information, under this Contract.
3. In addition, under the NATO Physical, Personnel and Industrial Security Directives, the Contractor's personnel visiting or working, unescorted, at NCIA or NATO premises in connection with this Contract shall hold a NATO S~~E~~CRET security clearance valid for the duration of the Contract. For this reason, the Contractor shall have the appropriate facility Security Clearance (FSC) and obtain the necessary Personnel Security clearances (PSC). This requirement applies to all subcontracts issued by the Contractor for the effort under this prime Contract.
4. It is the responsibility of the Contractor to ensure that their personnel obtain the required security clearances and transmit this information (Request for Visit process) to the sites to be visited in adequate time, (usually two (2) to three (3) weeks) that the site may perform the appropriate administration. The Contractor shall submit visit requests (RFVs) for the sites through their National Security Authority. Further details on RFVs and Certificate of Security Obligations (CSO) and can be requested from the Purchaser.
5. The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
6. The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
7. Any delay caused by non-compliance of the Security clearance requirements under this Contract, shall not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of penalties or a determination of Termination for Default by the Purchaser.
8. In the absence of valid facility and personnel security clearances for the Contractor's personnel during the performance of the Contract, as per para STC J.4.2 and STC J.4.3 above, the Purchaser reserves the right to terminate the Contract for "Default" as per Clause GTC A.4.14 ("Termination for Cause – for Default") of the Contract Core General Terms and Conditions.
9. The Contractor shall comply with the security measures prescribed in NATO Security Policy, by the Purchaser and as applicable, by the National Security Authority (NSA) or Designated Security Authority or Agency (DSA), of each of the NATO Member nations, in which the Contract is being performed or in which the Company is based. The Contractor shall be responsible for the safeguarding of information that is indicated as "NATO Classified" ("NATO Classified information") such as NU, NR, NC, NS and CTS, under the "need to know" principal, as well as NATO Classified

and "In Confidence" documentation, material and equipment entrusted to them or generated by them in connection with the performance of the Contract. Further Information can be provided, in more details within the Statement of Work (SOW), Contract Security Clause (CSC), Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given.

10. The Contractor's personnel acting as Privileged Users shall also be required to comply with the regulations described under the NCIA Code of Ethics and directives for NATO CIS Privileged Users.
11. The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.
12. The Contractor shall ensure that the substance of this clause is incorporated into all subcontracts arising under this contract, and shall ensure compliance by its subcontractors.

### **STC J.5. Security Requirement for NATO S~~E~~cret (NS) Projects (Classified Projects) [MAY 2026]**

1. This Special Term and Condition (STC) Clause supplements the General Term and Condition (GTC) Clause GTC A.3.6 ("Security of Unclassified and NATO Unclassified Materials and Information").
2. The security classification of this Contract is "NATO S~~E~~CRET (NS)". "NS" level is the highest access to NATO classified information given, for the implementation to this project. For this reason, the Contractor shall have the appropriate Facility Security Clearance (FSC), for NS Level, by the respective National Security authority, under National laws and regulations.
3. In addition, under the NATO Physical, Personnel and Industrial Security Directives, the Contractor's personnel visiting or working, unescorted, at NCIA or NATO premises in connection with this Contract shall hold a NATO S~~E~~CRET security clearance valid for the duration of the Contract. For this reason, the Contractor shall have the appropriate facility Security Clearance (FSC) and obtain the necessary Personnel Security clearances (PSC). This requirement applies to all subcontracts issued by the Contractor for the effort under this prime Contract.
4. It is the responsibility of the Contractor to ensure that their personnel obtain the required security clearances and transmit this information (Request for Visit process) to the sites to be visited in adequate time, (usually two (2) to three (3) weeks) that the site may perform the appropriate administration. The Contractor shall submit a Request for Visit (RFV) for the sites through their National Security Authority. Further details on RFVs and Certificate of Security Obligations (CSO) and can be requested from the Purchaser.
5. The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
6. The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
7. Any delay caused by non-compliance of the Security clearance requirements under this Contract, shall not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of penalties or a determination of Termination for Default by the Purchaser.
8. In the absence of valid FSC or PSC for the Contractor's personnel during the performance of the Contract, per STC J.5.3 and STC J.5.4 above, the Purchaser reserves the right to terminate the Contract for "Default" as per Clause GTC A.4.14 ("Termination for Cause- for Default") Article of the Contract Core General Terms and Conditions.

9. The Contractor shall comply with the security measures prescribed in NATO Security Policy, by the Purchaser and as applicable, by the National Security Authority (NSA) or Designated Security Authority or Agency (DSA), of each of the NATO Member nations, in which the Contract is being performed or in which the Company is based. The Contractor shall be responsible for the safeguarding of information that is indicated as "NATO Classified" ("NATO Classified information") such as NU, NR, NC, NS and CTS, under the "need to know" principal, as well as NATO Classified and "In Confidence" documentation, material and equipment entrusted to them or generated by them in connection with the performance of the Contract. Further Information can be found in the Statement of Work (SOW), Contract Security Clause (CSC), Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given.
10. In particular the Contractor undertakes to:
- (a) appoint an official responsible (a Facility Security Officer (FSO)) for supervising and directing security measures in relation to the Contract (where specifically stipulated in the Contract Special Provisions, Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given) and communicating details to the Purchaser;
  - (b) the Contractor acknowledges that the safeguarding of classified information in accordance with this Clause is an essential obligation and that the role of its employee who will act as the official responsible for security measures is important in this respect.
  - (c) such official will undertake their best efforts to obtain clear instructions from the respective NSAs or DSA where they deem it necessary.
  - (d) maintain, through the FSO, a continuing relationship with the contracting authority, the NSA or DSA, ensuring that all NATO classified information involved in the Contract is properly safeguarded;
  - (e) abstain from copying by any means, without the authorization of the Purchaser, and if applicable the NSA or DSA, any classified documents, plans, photographs or other classified material entrusted to them;
  - (f) submit in due time to the NSA or DSA the personal particulars of the person the contractor wishes to employ on the project with a view to obtaining PSCs at the required level where NATO Classified information is involved;
  - (g) maintain at the work site a current record of their employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance. Any security 'Aftercare' concerns regarding employees should be reported to both the appropriate national security authority and the Purchaser's Contracting Authority and Security office;
  - (h) deny access to NATO classified information to any person other than those persons authorized to have such access by the NSA or DSA;
  - (i) limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") and limit the copying to the absolutely minimum as is consistent with the proper execution of the Contract;
  - (j) comply with any request from the NSA or DSA that persons entrusted with NATO classified information sign a statement according to which they undertake to safeguard that information and they confirm their understanding of their obligations under national legislation affecting the safeguarding of classified information, as well as their comparable obligations under the laws of the other NATO Member Nations in which they may have access to classified information; the Purchaser Contracting Authority or Security Authority has the right to demand a clear explanation of the safeguarding obligations mentioned herein before signature of such statement;

- (k) report to the NSA or DSA any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- (l) apply to the Purchaser Contracting and Security Authority, for approval, before subcontracting any part of the work, if the Subcontract would involve that the Subcontractor would have access to NATO classified information, and to place the Subcontractor under appropriate security obligations no less stringent than those applied to their own Contract;
- (m) undertake not to utilize, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or its authorized representative, any NATO classified information furnished to it, including all reproductions in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorized, with the approval of the Purchaser Contracting Authority. Such NATO classified information will be returned at such time as the Purchaser Contracting Authority may direct;
- (n) classify any produced document with the highest classification of the NATO classified information disclosed in that document (Aggregation Principal). No change in level of classification or de-classification of documentation or materiel may be carried out unless written authority in this respect is obtained from Purchaser Contracting Authority.
- (o) The Contractor's personnel acting as Privileged Users shall also be required to comply with the regulations described under the NCIA Code of Ethics and directives for NATO CIS Privileged Users.
- (p) The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.
- (q) The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements
- (r) Failure to implement these provisions and the security regulations established by the respective NSAs or DSAs of the nation where the contractual work is being performed or the company is based in, may result in termination of this Contract without reimbursement to the Contractor or claim against the Purchaser
- (s) The Contractor shall ensure that the substance of this clause is incorporated into all subcontracts arising under this contract, and shall ensure compliance by its subcontractors.

#### **STC J.6. Security Requirements for Cosmic Top ~~S~~ecret (CTS) Projects (Classified Projects) [MAY 2026]**

1. This Special Term and Condition (STC) Clause supplements the General Term and Condition (GTC) Clause GTC A.3.6 ("Security of Unclassified and NATO Unclassified Materials and Information").
2. The security classification of this Contract is "NATO COSMIC TOP ~~S~~ECRET (CTS)". "CTS" level is the highest access to NATO classified information given, for the implementation to this project. For this reason, the Contractor shall have the appropriate Facility Security Clearance (FSC), for NS Level, by the respective National Security authority, under National laws and regulations.
3. In addition, under the NATO Physical, Personnel and Industrial Security Directives, the Contractor's personnel visiting or working, unescorted, at NCIA or NATO premises in connection with this

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Contract shall hold a NATO COSMIC TOP SECRET security clearance valid for the duration of the Contract. For this reason, the Contractor shall have the appropriate facility Security Clearance (FSC) and obtain the necessary Personnel Security clearances (PSC). This requirement applies to all subcontracts issued by the Contractor for the effort under this prime Contract.

4. It is the responsibility of the Contractor to ensure that their personnel obtain the required security clearances and transmit this information (Request for Visit process) to the sites to be visited in adequate time, (usually two (2) to three (3) weeks) that the site may perform the appropriate administration. The Contractor shall submit visit requests (RFVs) for the sites through their National Security Authority. More details can be found in the NCIA Guidance for RFVs and CSOs and can be requested from the contracting authority, or on the PSI, of this Contract.
5. The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
6. Any delay caused by non-compliance of the Security clearance requirements under this Contract, shall not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of penalties or a determination of Termination for Default by the Purchaser.
7. In the absence of valid facility and personnel security clearances for the Contractor's personnel during the performance of the Contract, as per requirements of the para STC J.6.2 and STC J.6.3 above, the Purchaser reserves the right to terminate the Contract for "Default" as per Clause GTC A.4.14 ("Termination for Cause – for Default") of the Contract Core General Terms and Conditions.
8. The Contractor shall comply with the security measures prescribed in NATO Security Policy, by the Purchaser and as applicable, by the National Security Authority (NSA) or Designated Security Authority or Agency (DSA), of each of the NATO Member nations, in which the Contract is being performed or in which the Company is based. The Contractor shall be responsible for the safeguarding of information that is indicated as "NATO Classified" ("NATO Classified information") such as NU, NR, NC, NS and CTS, under the "need to know" principal, as well as NATO Classified and "In Confidence" documentation, material and equipment entrusted to them or generated by them in connection with the performance of the Contract. Further Information can be provided, in more details within the Statement of Work (SOW), Contract Security Clause (CSC), Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given.
9. In particular the Contractor undertakes to:
  - (a) appoint an official responsible (a Facility Security Officer (FSO)) for supervising and directing security measures in relation to the Contract (where specifically stipulated in the Contract Special Provisions, Security Aspect Letter (SAL), Project Security Instructions (PSI), as applicable within this Contract and according to Contract or project classification given) and communicating details to the Purchaser;
  - (b) the Contractor acknowledges that the safeguarding of classified information in accordance with this Clause is an essential obligation and that the role of its employee who will act as the official responsible for security measures is important in this respect.
  - (c) such official will undertake their best efforts to obtain clear instructions from the respective NSAs or DSA where they deem it necessary.
  - (d) maintain, through the FSO, a continuing relationship with the contracting authority, the NSA or DSA, ensuring that all NATO classified information involved in the Contract is properly safeguarded;
  - (e) abstain from copying by any means, without the authorization of the Purchaser, and if applicable the NSA or DSA, any classified documents, plans, photographs or other classified material

- entrusted to them;
- (f) submit in due time to the NSA or DSA the personal particulars of the person the contractor wishes to employ on the project with a view to obtaining PSCs at the required level where NATO Classified information is involved;
  - (g) maintain at the work site a current record of their employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance. Any security 'Aftercare' concerns regarding employees should be reported to both the appropriate national security authority and the Purchaser's Contracting Authority and Security office;
  - (h) deny access to NATO classified information to any person other than those persons authorized to have such access by the NSA or DSA;
  - (i) limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") and limit the copying to the absolutely minimum as is consistent with the proper execution of the Contract;
  - (j) comply with any request from the NSA or DSA that persons entrusted with NATO classified information sign a statement according to which they undertake to safeguard that information and they confirm their understanding of their obligations under national legislation affecting the safeguarding of classified information, as well as their comparable obligations under the laws of the other NATO Member Nations in which they may have access to classified information; the Purchaser Contracting Authority or Security Authority has the right to demand a clear explanation of the safeguarding obligations mentioned herein before signature of such statement;
  - (k) report to the NSA or DSA any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
  - (l) apply to the Purchaser Contracting and Security Authority, for approval, before subcontracting any part of the work, if the Subcontract would involve that the Subcontractor would have access to NATO classified information, and to place the Subcontractor under appropriate security obligations no less stringent than those applied to their own Contract;
  - (m) undertake not to utilize, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or its authorized representative, any NATO classified information furnished to it, including all reproductions in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorized, with the approval of the Purchaser Contracting Authority. Such NATO classified information will be returned at such time as the Purchaser Contracting Authority may direct;
  - (n) classify any produced document with the highest classification of the NATO classified information disclosed in that document (Aggregation Principal). No change in level of classification or de-classification of documentation or materiel may be carried out unless written authority in this respect is obtained from Purchaser Contracting Authority.
- 10.** The Contractor's personnel acting as Privileged Users shall also be required to comply with the regulations described under the NCIA Code of Ethics and directives for NATO CIS Privileged Users.
- 11.** The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

12. The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
13. Failure to implement these provisions and the security regulations established by the respective NSAs or DSAs of the nation where the contractual work is being performed or the company is based in, may result in termination of this Contract without reimbursement to the Contractor or claim against the Purchaser.
14. The Contractor shall ensure that the substance of this clause is incorporated into all subcontracts arising under this contract, and shall ensure compliance by its subcontractors.

## STC K. SOURCE CODE ESCROW

### STC K.1. Source Code Escrow [MAY 2026]

1. Unless the Contractor (or licensor as the case may be) has a Source Code escrow system in place under conditions that are acceptable to the Purchaser, the Contractor shall at the latest within thirty (30) Days after the Signature Date of the Contract deposit a complete, accurate and useable copy of the Source Code of the delivered COTS Software and all Documentation thereto, including without limitation, all customizations and configuration files (collectively, the "Escrow Materials") with a third-party escrow agent acceptable to the Purchaser (the "Escrow Agent").
2. In relation to licensed COTS Software, the Contractor warrants that the Contractor is and shall be at all times the sole owner of the Software, including all IPRs associated therewith or embodied therein. During the term of the Contract (a) the Contractor or licensor shall maintain an Escrow Agreement with the Escrow Agent in full force and effect until terminated by mutual agreement of the Contractor and the Purchaser or until delivery of the Source Code to the Purchaser in accordance with the Escrow Agreement or the Contract, and (b) the Contractor shall maintain the Escrow Materials up-to-date, including without limitation, by promptly correcting any errors discovered in the Escrow Materials, by promptly delivering the Source Code for the corresponding Software and updated versions of the Source Code no later than thirty (30) Days following receipt of any update, customization or new release of the Software.
3. The Purchaser may inspect, compile, test, and review the Escrow Materials at any time and the Escrow Agent shall permit such inspections and testing promptly upon request. In the event of any conflict or ambiguity between the provisions of the Contract and the provisions of the Escrow Agreement (including without limitation any modifications thereto or replacements thereof), the provisions of the Contract will have precedence.
4. **Release Events:** The following shall constitute Escrow Materials release events for the purpose of the Contract and the Escrow Agreement (each a "Release Event"):
  - (a) The Contractor or licensor goes out of business or terminates all or substantially all of its business operations relating to the Software, becomes unable to pay its debts as they become due, becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the readjustment of substantially all of its obligations, files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it; or
  - (b) Any rejection or termination of the Contract or the Escrow Agreement by a receiver or an administrator or any similar officer (hereafter: an "administrator") or any proposal to do so under any applicable bankruptcy, insolvency, receivership or similar law, or the failure of an administrator to assume this Contract and the Escrow Agreement within fifteen (15) Days after the filing of the initial bankruptcy petition or to perform this Contract and the Escrow Agreement;
  - (c) The Contractor or licensor ceases or announces that it plans to cease supporting or maintaining the Software or any portion thereof;
  - (d) The Contractor or licensor refuses to perform within a reasonable period of time a reasonable

request of the Purchaser to update, adapt or enhance the Software, which is necessary or at least important for the use of the Software in accordance with the Specifications and the purposes of the Contract;

- (e) If, at the termination of the Contract or license, the Purchaser has the right to take-over or use and adapt the Software in accordance with the provisions of the Contract, or has the right to make use of the Step-In right provided in Clause GTC A.4.18 of the Contract Core General Terms and Conditions, and has thus the right to adapt the Software in accordance with the Contract;
- (f) Any other Release Event set forth in the Escrow Agreement.
- (g) **Effect of Release Event:** The Contractor or licensor shall promptly notify the Purchaser in writing upon the occurrence of a Release Event. The occurrence of a Release Event entitles the Purchaser to promptly receive a copy of the Escrow Materials directly from the Contractor or licensor and from the Escrow Agent. The Purchaser may exercise its right to receive a copy of such Escrow Materials on account of a Release Event by notifying the Escrow Agent of such Release Event and requesting the release of the Escrow Materials in accordance with the terms of the Escrow Agreement or this Contract. Upon any exercise of such right: (a) the Contractor or licensor shall cooperate with the Purchaser to ensure that the Escrow Agent delivers the Escrow Materials in a timely fashion; (b) notwithstanding anything to the contrary contained herein or in the Escrow Agreement, the Purchaser shall be relieved of its obligation to pay any and all Fees under the Contract other than undisputed Fees due and owing as of the date of the Release Event, and (c) upon the proper and complete delivery to the Purchaser of the Escrow Materials the Contract shall be deemed terminated solely with respect to such Escrow Materials, without prejudice to any other rights or remedies available to the Purchaser.

**5. Escrow Materials License:** The Contractor or licensor hereby grants to the Purchaser, under all of Contractor's or licensor's Intellectual Property Rights, a royalty-free, fully paid up, nonexclusive, nontransferable, perpetual, irrevocable, worldwide license, exercisable by the Purchaser solely upon the occurrence of a Release Event, to use, modify, load, copy, and make derivative works (and own the derivative portion but not the unmodified portion) of the Escrow Materials including the Source Code solely for the purpose of supporting and maintaining the Software for the Purchaser's purposes, including without limitation, use of the Escrow Materials for problem resolution and debugging, bug fixes and patches, enhancements, application understanding in order to develop additional tools and applications, functionality augmentation and any other activities reasonably related to the Purchaser's enjoyment of the license rights granted under the Contract. This Clause is without prejudice to any more extended rights the Purchaser may have under the Contract, a license or the Escrow Agreement.

## STC L. DATA PROCESSING AND TRANSFER AGREEMENT

### STC L.1. Data Processing and Transfer Agreement [MAY 2026]

1. This Clause supplements Clause GTC A.6.1 ("Personal Data Protection") of the Contract Core General Terms and Conditions and applies to Contracts involving the processing of Personal Data by the Contractor on behalf of the Purchaser (beyond ordinary contact details for the purpose of administrating the Contract).
2. **Parties**
  - (a) The Parties:
  - (b) NATO Communications and Information Agency (NCIA) transferring the Personal Data, as listed in STC L.2 (hereinafter "Purchaser"), and
  - (c) The natural or legal persons(s), public authorities, agencies, or other bodies (hereinafter "entities") receiving the Personal Data from the Purchaser, directly or indirectly via another entity also Party to the Agreement, as listed in STC L.2 (hereinafter each "Contractor").

(d) Have concluded this Data Processing and Transfer Agreement (hereinafter “Agreement”).

### **3. Definitions**

(a) Capitalized terms in the Agreement shall have the same meaning as in the Core General Terms and Conditions or in the Glossary herein below.

### **4. Scope and Purpose**

(a) The Parties acknowledge that the performance of the Contract will require the processing, exchange, transmission and/or storage of Personal Data by the Contractor or the Contractors’ Subcontractors or suppliers.

(b) This Agreement applies only to the extent the Contractor processes Personal data on behalf of the Purchaser in connection with the Supplier and Services under the Contract. Where the Supplier and Services does not involve processing of Personal Data, this Agreement shall not apply.

(c) To this end, clause GTC A.6.1 of the Core General Terms and Conditions is hereby incorporated into this Agreement by reference and shall form an integral part hereof. In the event of any conflict between this Agreement and the Core General Terms and Conditions, the provisions of this Agreement shall prevail with respect to data protection and processing matters.

(d) The purpose, nature, and duration of the processing, the types of Personal Data and the categories of Data Subjects are further described in STC L of this Agreement.

### **5. Applicable Legal Framework**

(a) Although NATO, as an international organization, is not subject to the European Union General Data Protection Regulation 2016/679 (GDPR) and national data protection law, it is committed to protecting the Personal Data that it processes. All processing of Personal Data that is considered Purchaser Data will be done in accordance with the Policy and the present Agreement.

(b) Personal Data held by NCIA is to be considered as part of the archives, NATO Records, property and assets of NATO. The Parties agree that the Personal Data processed, hosted or stored by the Contractor are and remain the property of the Purchaser.

(c) In the event of a contradiction between this Agreement and the provisions of any other Contract between the Parties, whether concluded before or after this Agreement, this Agreement shall prevail at any time.

### **6. Description of the Transfer(s)**

(a) The details of the Transfer(s) are specified in STC L.3.

### **7. Instructions by the Purchaser**

(a) The Contractor shall process and/or transfer the Personal Data only for the specific purpose(s) defined in STC L.3 in connection with the performance of the Contract.

(b) The Contractor shall process and/or transfer the Personal Data in accordance with the provisions of the Policy and the present Agreement, and as per the Purchaser’s instructions set out in STC L.3. The Contractor warrants and represents that it has read and fully understood the Policy.

(c) The Contractor will process or host the Personal Data in the countries listed in STC L.3. The Contractor shall inform the NCIA Personal Data Protection Officer ([pdp@ncia.nato.int](mailto:pdp@ncia.nato.int)) of any potential changes of such locations and request at least one month in advance, a written, and

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explicit authorization ("Authorization") from the Purchaser before moving or transferring the Personal Data to another location. Under no circumstances shall the Contractor (nor any Subcontractor or entity acting on behalf of the Contractor) process any Purchaser Data within a non-NATO Member Nation, nor export any Purchaser Data to such nation.

- (d) The Contractor shall disclose in STC L.4 its affiliated companies, Sub-Processors and sub-contractors having access to the locations and/or the Personal Data by any means. The Contractor shall inform the NCIA Protection Officer ([pdp@ncia.nato.int](mailto:pdp@ncia.nato.int)) of any potential changes, additions or replacements of Sub-Processors and request at least one month in advance, a written, and explicit authorization ("Authorization") from the Purchaser before said change. Under no circumstances shall the established in non-NATO Member Nation.
- (e) Requests for Authorization must include sufficient and clear information to enable the Purchaser to assess the proposed change in location or sub-processing arrangement. The Purchaser reserves the right to withhold or withdraw Authorizations at its sole discretion. The Purchaser shall not be liable in any way for any damage, of whatever nature, direct or indirect, arising from its decision.
- (f) If a Sub-processor is authorized by the Purchaser ("Authorized Sub-processor"), the Contractor shall ensure that:
  - (1) the Authorized Sub-processor provide adequate guarantees to implement the appropriate technical and organizational measures to comply with the Contract and this Agreement;
  - (2) The Contractor will enter into an agreement with the authorized Sub-processor by which the latter undertakes to comply with data protection obligations at least equivalent to those laid down in the Policy and this Agreement. Upon request, the Contractor shall provide a copy of such agreement to the Purchaser or a certificate ensuring the implementation of the abovementioned obligations.
  - (3) The authorized Sub-processor shall act under the supervision and liability of the Contractor for the purpose of this Agreement. Where that Sub-processor fails to fulfil its data protection obligations, the Contractor shall remain fully liable for the acts or omissions of its Sub-processors with respect to data protection.
- (g) The Contractor shall not disclose, transfer, or otherwise make Personal Data to accessible to any third party, including affiliated entities, Sub-processors, competent authorities or service providers, without the prior written and explicit authorization of the Purchaser. In cases approved by the Purchaser, the Contractor shall conclude an agreement with the recipient providing sufficient guarantees.
- (h) This restriction applies to any onward transfer, including transfers to entities or infrastructure located in other countries than the countries mentioned in STC L.2, even if within NATO countries. The Contractor shall provide the Purchaser with full details of the intended onward transfer, including the recipient's identity, location, and the purpose of the transfer.
- (i) The Purchaser reserves the right to refuse any onward transfer at its sole discretion. Any unauthorized onward transfer shall constitute a material breach of this Agreement.
- (j) The Purchaser may, at its sole discretion, provide new or amended instructions to the Contractor, documented in writing and at any time. The Contractor shall immediately inform the Purchaser in writing if it is unable to follow any instruction from the Purchaser, providing a clear and motivated explanation for the inability. Following this notification, the Purchaser shall review the provided reasons and determine the appropriate course of action. The Purchaser may then:
  - (1) re-confirm the original instruction, obliging the Contractor to continue the Processing as initially instructed;
  - (2) accommodate the Contractor's concerns or limitations; or
  - (3) revoke the instruction entirely.

- (k) The Contractor shall only on a strict “need-to-know” basis disclose and make available Personal Data to those of its employees, contractors or consultants who are directly involved in the performance of the Contract, provided that they are subject in writing to a similar obligation of confidentiality as that set forth in the Contract or is under a statutory obligation of confidentiality.
- (l) The Contractor shall not keep any copy or store the Personal Data, except when strictly necessary to perform its obligations under the Contract and this Agreement.

## **8. Assistance**

- (a) If the Contractor becomes aware that the Personal Data it has received is inaccurate, or has become outdated, it shall inform the Purchaser within a maximum of five (5) days. In this case, the Contractor shall cooperate with the Purchaser to either erase or rectify the Personal Data in accordance with the Contractor’s instructions.
- (b) Upon first request of the Purchaser, the Contractor shall fully cooperate with and assist the Purchaser in good faith to conduct Personal Data Protection Impact Assessments (PDPIAs) or any other appropriate risk assessment in a manner that may be reasonably expected by the Purchaser.
- (c) The Contractor shall provide to Purchaser’s DPO, free of charge:
  - (1) Its Personal Data Protection Impact Assessment (PDPIA) related to the scope of the Agreement, if drafted at the signature of this Agreement. Contractor will provide Purchaser’s DPO, each year, at latest end of May of the calendar year, any update of the PDPIA related to the scope of this Agreement
  - (2) The required support to realize and maintain during the duration of the Contract the Purchaser’s personal data inventory.

## **9. Security and Access**

- (a) The Contractor and the Purchaser shall implement appropriate technical and organizational measures to ensure the security of the Personal Data, including protection against a Personal Data Breach.
- (b) In assessing the appropriate level of security, each Party shall take due account of the state of the art, the nature, scope, context and purpose(s) of Processing and the risks involved in the Processing for the Data Subjects. The Parties shall in particular consider having recourse to encryption or pseudonymization, including during transmission, where the purpose of Processing can be fulfilled in that manner. In case of pseudonymization, the additional information for attributing the Personal Data to a specific Data Subject shall, where possible, remain under the exclusive control of the Purchaser or a trusted 3rd Party appointed by the Purchaser.
- (c) Contractor warrants and undertakes that, as part of the Services provided to the Purchaser, it shall take, implement and maintain all such technical and organizational measures necessary or appropriate to preserve the security and confidentiality of all Personal Data processed by the Contractor and protect the Personal Data against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. The Contractor shall at least implement the technical and organizational measures specified in STC L.3. The Contractor shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security. The Purchaser reserves the right to request and shall be provided with the results, documentation, and any relevant information pertaining to these checks.

## **10. Personal Data Breaches**

- (a) In addition to the Contractor’s obligations regarding the reporting and remediation of Cyber Incidents (Clause GTC A.5.5 (“Cyber Incident Reporting”) and Clause GTC A.6.5 (“Cyber

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Incidents”) of the Core General Terms and Conditions (GTC), the Contractor shall immediately inform the Purchaser in the event the Contractor becomes aware of any accidental or illegal destruction, loss, alteration, unauthorized disclosure of Personal Data transmitted, stored or otherwise processed, or unauthorized access to such data (“Personal Data Breach”):

- (1) without undue delay and, where feasible, no later than 24 hours after becoming aware of a Personal Data Breach, or
  - (2) when it should have become aware of a Personal Data Breach, whichever occurs first.
- (b) Such notification shall be made by encrypted email to NCIA Personal Data Protection Officer (PDPO) at [pdp@ncia.nato.int](mailto:pdp@ncia.nato.int).
- (c) For the purposes of this section, the Contractor shall be considered to have become “aware” of a Personal Data Breach when it has a reasonable degree of certainty that a breach has occurred, or when facts and circumstances indicate a high probability of a breach. This includes, but is not limited to, the receipt of an alert from a security system, the discovery of unauthorized access logs, notification from a 3rd Party, or internal reports suggesting a compromise of Personal Data.
- (d) Upon initial awareness or reasonable suspicion of a potential Personal Data Breach, the Contractor shall immediately send an initial notification. This notification must be clearly labelled as “Potential Personal Data Breach” in the subject heading and shall contain:
- (1) The details of a contact point where more information can be obtained;
  - (2) A preliminary description of the suspected nature of the breach.
  - (3) Following this initial notification, once the Contractor has confirmed a Personal Data Breach, or if the breach is confirmed immediately upon awareness, the Contractor shall, without undue delay (and in any event, not later than 72 hours from confirmation), provide a comprehensive notification to the Purchaser. This notification must be clearly labelled as “Confirmed Personal Data Breach” in the subject heading and shall contain:
    - (i) A description of the nature of the breach (including, where possible, categories and approximate number of Data Subjects and Personal Data records concerned);
    - (ii) Its likely consequences;
    - (iii) The measures taken or proposed to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.
- (e) Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (f) The Contractor shall cooperate with and assist the Purchaser to enable the Purchaser to complete a data breach form in a manner that may be reasonably expected by the Purchaser.
- (g) Each Party shall cooperate diligently and in good faith to investigate, contain and mitigate the effects of the Personal Data Breach. This cooperation encompasses, but is not limited to:
- (1) Sharing relevant information and documentation;
  - (2) Coordinating efforts for containment and recovery;
  - (3) Assisting the Purchaser in fulfilling any applicable notification obligations under the Policy and, upon request of the Purchaser, the affected Data Subjects.

### 11.Data Subject Requests

- (a) The Contractor shall promptly (but in any case no later than 2 working days) notify the Purchaser of any request regarding the Processing or transferring of Personal Data under this Agreement it has received from a Data Subject. The Contractor shall not respond to that request itself unless it has been authorized in writing by the Purchaser to do so.

- (b) The Contractor shall assist the Purchaser in fulfilling its obligations to respond to Data Subjects' requests for the exercise of their rights under the Policy. In this regard, the Parties shall set out in STC L.3 the appropriate technical and organizational measures.

## **12. Duration and Termination of the Agreement**

- (a) This Agreement enters into effect on the date of the last signature by either Party.
- (b) Any breach by the Contractor of the obligations relating to Personal Data is subject to Contractor liability under the Contract in addition to it constituting a Default that constitutes a right for the Purchaser to terminate the Contract entirely or partially in accordance with Clause GTC A.4.14 ("Termination for Cause - For Default").
- (c) Upon the termination or expiration of the services involving the Processing of Personal Data under the Contract, or upon the Purchaser's written request, the Contractor shall, at the Purchaser's sole option and instruction:
- (1) Securely destroy all Personal Data processed on behalf of the Purchaser;
  - (2) Return all Personal Data to the Purchaser, to a new Contractor or to any 3rd Party designated in writing by the Purchaser.
- (d) Regardless of the option chosen by the Purchaser, the Contractor shall, unless legally mandated to retain a copy (in which case the Contractor shall immediately inform the Purchaser of such requirement and the duration of retention), securely and irretrievably destroy all existing copies of Personal Data within its information systems, including but not limited to backups, archives, and logs. Any such legally retained Personal Data shall remain subject to the same strict safeguards, confidentiality, and security requirements as per this Agreement. Once all applicable destruction has taken place, the Contractor shall, within 30 Days, provide the Purchaser with written certification of destruction, detailing the Personal Data destroyed, the method of destruction, and confirming that no copies have been retained, except as notified and agreed. The Purchaser reserves the right to audit or request verification of this destruction process.
- (e) The Contractor shall not delete or otherwise dispose of any Personal Data without the prior written instruction of the Purchaser, even after the termination or expiration of this Agreement or the Contract.

## STC L.2. Personal Data Processing and Transfer Agreement Details [MAY 2026]

### A. SIGNATURES OF PARTIES

**Purchaser**[**(s)**]:

Name: [add name Purchaser (i.e., NCIA)]

Address: [add address Purchaser]

Contact person's name, position and contact details: [add contact person Purchaser]

Signature and date: [add signature and date]

**Contractor(s)**: [Identity and contact details of the Contractor(s), including any contact person with responsibility for data protection]

Name: [add name Contractor]

Address: [add address Contractor]

Contact person's name, position and contact details: [add contact person Contractor]

Activities relevant to the data transferred under the Agreement: [add activities Contractor]

Signature and date: [add signature and date]

### B. DESCRIPTION OF PROCESSING AND TRANSFER

The Personal Data transferred under the Agreement are described as follows:

|                             |                                                                                                                                                                                                    |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Categories of Data Subjects | [see <b>STC L.4</b> for examples]                                                                                                                                                                  |
| Types of Personal Data      | [see <b>STC L.5</b> for examples]<br>[Describe the type of processed Personal Data;<br><b>EXAMPLE: Name, surname, email address, telephone number, address of the place of residence, national</b> |

|                                                                                                                                          |                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                          | <p>identification number (personal identification number), detailed information on payment, membership number, type of membership]</p> <p>[NOTE: The description should be as detailed as possible, not limited to such abstract statements or only specification of the categories of Personal Data]</p> |
| <i>Description of the Processing and/or the Transfer:</i>                                                                                | [add]                                                                                                                                                                                                                                                                                                     |
| <i>List of countries to which Personal Data is transferred:</i>                                                                          | [add]                                                                                                                                                                                                                                                                                                     |
| <i>List of countries which remote access to Personal Data is possible:</i>                                                               | [add]                                                                                                                                                                                                                                                                                                     |
| <i>Purpose(s) of the data Processing and/or Transfer:</i>                                                                                | [add]                                                                                                                                                                                                                                                                                                     |
| <i>The frequency of the Processing and/or Transfer:</i>                                                                                  | [EXAMPLE: whether the data is transferred on a one off or continuous basis]                                                                                                                                                                                                                               |
| <i>The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:</i> | [add]                                                                                                                                                                                                                                                                                                     |

The table above summarizes the documented instructions of the Purchaser.

These instructions may be modified in the following manner, or the Purchaser may issue new instructions in the following manner: [add]

### C. DATA SUBJECT CATEGORIES - EXAMPLES

|                                                 |                                                                  |
|-------------------------------------------------|------------------------------------------------------------------|
| <b>Member of the Forces (MIL)</b>               | Military personnel assigned to a NATO Body body.                 |
| <b>Member of the Forces (MIL) non-NATO Body</b> | Military personnel assigned to a non-NATO Body body.             |
| <b>NATO International Civilian (NIC)</b>        | Personnel employed by a NATO body/agency under Ottawa Agreement. |

|                                                         |                                                                                                                                                                                         |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NATO International Civilian (NIC) non-NATO</b>       | Personnel employed by a non-NATO body/agency under Ottawa Agreement.                                                                                                                    |
| <b>National Civilian Component (NCC)</b>                | National of a NATO or a NATO PfP member and who is assigned to a NATO body.                                                                                                             |
| <b>National Civilian Component (NCC) non-NATO</b>       | National of a NATO or a NATO PfP member and who is assigned to a non-NATO body.                                                                                                         |
| <b>Members of the teams of National Representatives</b> | Military and civilian component personnel of the staffs of the National Military Representatives (NMR)                                                                                  |
| <b>Temporary Duty Personnel (TDY)</b>                   | Military or civilian components of a NATO or a NATO PfP member, performing official duty at an NATO body for a determined period of time.                                               |
| <b>Temporary Duty Personnel (TDY) non-NATO</b>          | Military or civilian components of a NATO or a NATO PfP member, performing official duty at a non-NATO body for a determined period of time.                                            |
| <b>Temporary Personnel</b>                              | Individual engaged by an NATO body when necessary to replace a member(s) of staff who is(are) absent or to undertake tasks temporarily in excess of the capacity of full time staff.    |
| <b>Temporary Personnel non-NATO</b>                     | Individual engaged by a non-NATO body when necessary to replace a member(s) of staff who is(are) absent or to undertake tasks temporarily in excess of the capacity of full time staff. |
| <b>Intern</b>                                           | A civilian who is participating in an Internship Programme of an NATO body. The intern is normally a citizen of a NATO member nation, a student or recent graduate.                     |
| <b>Intern non-NATO</b>                                  | A civilian who is participating in an Internship Programme of a non-NATO body. The intern is normally a citizen of a NATO member nation, a student or recent graduate.                  |
| <b>Voluntary National Contribution (VNC)</b>            | Military or civilian component personnel voluntarily appointed by the nations at an NATO body, not filling authorized military or civilian posts but rather supernumerary posts.        |
| <b>Voluntary National Contribution (VNC) non-NATO</b>   | Military or civilian component personnel voluntarily appointed by the nations at a non-NATO body, not filling authorized military or civilian posts but rather supernumerary posts.     |
| <b>Members of Partnership for Peace (PfP)</b>           | Military or civilian personnel of a nation participating in NATO's PfP Programme and employed within an NATO body.                                                                      |
| <b>Members of Partnership for Peace (PfP) non-NATO</b>  | Military or civilian personnel of a nation participating in NATO's PfP Programme and employed within a non-NATO body.                                                                   |
| <b>Non-NATO Troop Contributing Nation (NNTCN)</b>       | Military or civilian personnel of a non-NATO/non-PfP nation.                                                                                                                            |
| <b>SHAPE members of NATO Partners other than PfP</b>    | Military or civilian personnel of other NATO Partnerships belonging to the Bi-SC Military Partnership Directorate (MIP).                                                                |
| <b>Consultant</b>                                       | A recognized expert or specialist engaged for a specified and limited period of time by an NATO body.                                                                                   |
| <b>Consultant non-NATO</b>                              | A recognized expert or specialist engaged for a specified and limited period of time by a non-NATO body.                                                                                |
| <b>Prospective Employees</b>                            | Individual applying for job within an NATO body.                                                                                                                                        |
| <b>Prospective Employees non-NATO</b>                   | Individual applying for job within a non-NATO body.                                                                                                                                     |
| <b>Pool member</b>                                      | Individual who applied for position at an NATO body, meets criteria but cannot be added to                                                                                              |

|                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                          | pool due to missing demand. This individual is waiting to become staff.                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Pool member non-NATO</b>                                              | Individual who applied for position at a non-NATO body, meets criteria but cannot be added to pool due to missing demand. This individual is waiting to become staff.                                                                                                                                                                                                                                                                   |
| <b>Dependent Spouse or Legal Partner</b>                                 | The Spouse (Married Partner or Legal Cohabitant) of an NATO member.                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Dependent Spouse or Legal Partner non-NATO</b>                        | The Spouse (Married Partner or Legal Cohabitant) of a non-NATO member.                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Cohabitant other than Dependant Spouse and Legal Partner</b>          | Non-dependent family member permanently residing with an NATO member.                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Cohabitant other than Dependant Spouse and Legal Partner non-NATO</b> | Non-dependent family member permanently residing with a non-NATO member.                                                                                                                                                                                                                                                                                                                                                                |
| <b>Minor Dependent Child</b>                                             | A child of an NATO member, depending on him or her for support, aged 16 or below. (Note: this age may vary depending on the host nation laws and regulations)                                                                                                                                                                                                                                                                           |
| <b>Minor Dependent Child non-NATO</b>                                    | A child of a non-NATO member, depending on him or her for support, aged 16 or below. (Note: this age may vary depending on the host nation laws and regulations)                                                                                                                                                                                                                                                                        |
| <b>Members of Associations with former attachments to an NATO HQ</b>     | SHAPE Officer's Association (SOA), International Association for non-commissioned Officers (NCO's), Association of NATO/ACE retired civilian Personnel (ANARCP), Local Work Rate Association, SHAPE Former Enlisted Association (SFEA)                                                                                                                                                                                                  |
| <b>Members of Associations with former attachments to a non-NATO HQ</b>  | SHAPE Officer's Association (SOA), International Association for non-commissioned Officers (NCO's), Association of NATO/ACE retired civilian Personnel (ANARCP), Local Work Rate Association, SHAPE Former Enlisted Association (SFEA)                                                                                                                                                                                                  |
| <b>SIS-NSU National Civilian Component (NCC)</b>                         | Civilian component personnel of the SHAPE International School (SIS)-National School Unit (NSU) and specified personnel of the General Services Unit of the SIS.                                                                                                                                                                                                                                                                        |
| <b>Contractor</b>                                                        | A self-employed person or a worker of a private company performing work for a determined period of time as part of a Contract of services concluded between NATO and this self-employed person or this private company.                                                                                                                                                                                                                 |
| <b>Contractor non-NATO</b>                                               | A self-employed person or a worker of a private company performing work for a determined period of time as part of a Contract of services concluded between non-NATO body located on NATO premises and this self-employed person or this private company.                                                                                                                                                                               |
| <b>Concessionaire</b>                                                    | Employee of any firm or a self-employed person which is allowed to operate on the NATO installation, by virtue of a Contract with NATO.                                                                                                                                                                                                                                                                                                 |
| <b>Concessionaire non-NATO</b>                                           | Employee of any firm or a self-employed person which is allowed to operate on the non-NATO installation, by virtue of a Contract with non-NATO.                                                                                                                                                                                                                                                                                         |
| <b>Local Wage Rate</b>                                                   | Any person who is not member of a force nor of the civilian component at the moment his or her Contract is signed with SHAPE to perform a job located at SHAPE, regardless of the person's situation (Belgian resident, ordinary resident of Belgium or non-resident in Belgium). At the moment the Contract is signed, the individual becomes subject to Belgian labour legislation and the Registration will consider him/her as LWR. |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Wage Scale</b>                | Any person who is not member of a force nor of the civilian component at the moment his or her Contract is signed with SHAPE's Community Services Fund (SCSF) to perform a job located at SHAPE, regardless of the person's situation (Belgian resident, ordinary resident of Belgium or non-resident in Belgium). At the moment the Contract is signed, the individual becomes subject to Belgian labour legislation and the Registration will consider him/her as LWS. |
| <b>Local Work Force</b>                | Any person who is not member of a force nor of the civilian component at the moment his or her Contract is signed with a National Support Unit to perform a job in Belgium, regardless of the person's situation (Belgian resident, ordinary resident of Belgium or non-resident in Belgium). At the moment the Contract is signed, the individual becomes subject to Belgian labour legislation and the Registration will consider him/her as LWF.                      |
| <b>Visitor</b>                         | Individual hosted by an NATO member who is granted access to non-restricted areas on the NATO premises and to some activities or facilities.                                                                                                                                                                                                                                                                                                                             |
| <b>Visitor non-NATO</b>                | Individual hosted by a non-NATO member who is granted access to non-restricted areas on the NATO premises and to some activities or facilities.                                                                                                                                                                                                                                                                                                                          |
| <b>Third Party Individual</b>          | Beneficiary of the NATO actions, individual giving a testimony...                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Third Party Individual non-NATO</b> | Beneficiary of the non-NATO actions, individual giving a testimony...                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Third Party Minor</b>               | Minor beneficiary of the NATO actions, individual giving a testimony...                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Third Party Minor non-NATO</b>      | Minor beneficiary of the non-NATO actions, individual giving a testimony...                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Supporter</b>                       | Independent private individual organizing e.g. birthday fundraising party, or running in the name of SHAPE...                                                                                                                                                                                                                                                                                                                                                            |
| <b>Satellite</b>                       | External individual without any subordinate link to SHAPE but whose personnel receive the administrative support of SHAPE.                                                                                                                                                                                                                                                                                                                                               |
| <b>Newsletter recipients</b>           | An individual who receives newsletters and other form of communication from an NATO organization.                                                                                                                                                                                                                                                                                                                                                                        |

#### D. PERSONAL DATA CATEGORIES - EXAMPLES

| INTERNAL                    |                                                                                                                                                                  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Knowledge and Belief</b> | Information about what a person knows or believes e.g. religious beliefs, philosophical beliefs, thoughts, what they know and don't know, what someone thinks... |
| <b>Authenticating</b>       | Information used to authenticate an individual with something they know e.g. passwords, PIN, mother's maiden name...                                             |
| <b>Preference</b>           | Information about an individual's preferences or interests e.g. opinions, intentions, interests, favorite foods, colors, likes, dislikes, music...               |
| HISTORICAL                  |                                                                                                                                                                  |

|                                |                                                                                                                                                                                                                                                    |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Life History</b>            | Information about an individual's personal history e.g. events that happened in a person's life, either to them or just around them which might have influenced them (WWII, 9/11)...                                                               |
| <b>EXTERNAL</b>                |                                                                                                                                                                                                                                                    |
| <b>Identifying</b>             | Information that uniquely or semi-uniquely identifies a specific individual e.g. name, user-name, unique identifier, government issued identification, picture, biometric data...                                                                  |
| <b>Ethnicity</b>               | Information that describes an individual's origins and lineage e.g. race, national or ethnic origin, languages spoken, dialects, accents...                                                                                                        |
| <b>Sexual</b>                  | Information that describes an individual's sexual life e.g. gender identity, preferences, proclivities, history...                                                                                                                                 |
| <b>Behavioral</b>              | Information that describes an individual's behavior or activity, on-line or off e.g. browsing behavior, call logs, links clicked, demeanor, attitude...                                                                                            |
| <b>Demographic</b>             | Information that describes an individual's characteristics shared with others e.g. age ranges, physical traits, income brackets, geographic...                                                                                                     |
| <b>Medical and Health</b>      | Information that describes an individual's health, medical conditions or health care e.g. physical and mental health, drug test results, disabilities, family or individual health history, health records, blood type, DNA code, prescriptions... |
| <b>Physical Characteristic</b> | Information that describes an individual's physical characteristics e.g. height, weight, age, hair color, skin tone, tattoos, gender, piercings...                                                                                                 |
| <b>FINANCIAL</b>               |                                                                                                                                                                                                                                                    |
| <b>Account</b>                 | Information that identifies an individual's financial account e.g. credit card number, bank account...                                                                                                                                             |
| <b>Ownership</b>               | Information about things an individual has owned, rented, borrowed, possessed cars, houses, apartments, personal possessions...                                                                                                                    |
| <b>Transactional</b>           | Information about an individual's purchasing, spending or income e.g. purchases, sales, credit, income, loan records, transactions, taxes, purchases and spending habits...                                                                        |
| <b>Credit</b>                  | Information about an individual's reputation with regards to money e.g. credit records, credit worthiness, credit standing, credit capacity...                                                                                                     |
| <b>SOCIAL</b>                  |                                                                                                                                                                                                                                                    |
| <b>Professional</b>            | Information about an individual's educational or professional career e.g. job titles, salary, work history, school attended, employee files, employment history, evaluations, references, interviews, certifications, disciplinary actions...      |
| <b>Criminal</b>                | Information about an individual's criminal activity e.g. convictions, charges, pardons...                                                                                                                                                          |
| <b>Public Life</b>             | Information about an individual's public life e.g. character, general reputation, social status, marital status, religion, political affiliations, interactions, communications meta-data...                                                       |
| <b>Family</b>                  | Information about an individual's family and relationships e.g. family structure, siblings, offspring, marriages, divorces, relationships...                                                                                                       |

|                       |                                                                                                                                             |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Social Network</b> | Information about an individual's friends or social connections e.g. friends, connections, acquaintances, associations, group membership... |
| <b>Communication</b>  | Information communicated from or to an individual e.g. telephone recordings, voice mail, email...                                           |

### STC L.3. Technical and Organizational Measures [MAY 2026]

In addition to what has been outlined in the Agreement, the Contractor undertakes to put in place the following technical and organizational measures. **[To be filled by the Contractor]**.

#### 1.1. Control of physical access to the premises and equipment used for data Processing.

**Objective: prevent unauthorized access to the premises and equipment used for/in data Processing**

- ☐ Anti-intrusion system (locked rooms, security alarm)
- ☐ Backup power supply to guarantee security of physical devices
- ☐ Authentication mechanism when entering premises (badge, key, etc.)
- ☐ Procedure on the handling of authentication mechanism when entering premises
- ☐ Additional measures restricting access to critical technical areas:
  - ☐ locked rooms,
  - ☐ video surveillance with/without recording,
  - ☐ access badge with specific authorization justified by a legitimate professional need
  - ☐ other:
- ☐ Backup devices stored in secured location
- ☐ Video surveillance
- ☐ 24/7 guard service
- ☐ Laptops locked in cabinets at end of day
- ☐ Specific modalities for guest access (signing of a record, temporary badge, etc.)
- ☐ Policy on escorting guests into buildings

#### 1.2. Control of access to IT systems

**Objective: prevent unauthorized access to IT systems on which data are processed**

- ☐ Staff members are nationals of NATO member states
- ☐ Access logging for IT systems
- ☐ User authentication through registered user accounts

- ☐ Limitation of failed login attempts (blocking of user account)
- ☐ Strong password policy (users/administrators)
- ☐ Auditable, binding procedure to reset forgotten passwords
- ☐ Access policy for IT systems with a periodically reviewed procedure for granting authorizations
- ☐ Access to IT systems allowed only after double-factor authentication
- ☐ Secure remote access to IT systems (VPN, strong authentication, etc.)
- ☐ Server systems can only be administered with console password or via password-protected and encrypted connection
- ☐ SIEM/SOC
- ☐ Secure wireless network
- ☐ Mobile terminal devices encrypted
- ☐ Automatic password-protected screen and computer locking when temporarily not in use
- ☐ Regular update (automatic or manual) of antiviruses and firewalls
- ☐ Install critical updates for operating systems without delay
- ☐ Install applications updates in case of critical breach

### 1.3. Control of data access

**Objective: prevent any access or illegal/unauthorized activity on the data**

- ☐ Pseudonymization
- ☐ Data access restricted to persons with an operational need
- ☐ Logging of data access
- ☐ Policy describing access authorization
- ☐ Access limitations on a need-to-know basis

### 1.4. Control of data transfer

**Objective: ensure a secure transmission of data and prevent any unauthorized transmission**

- ☐ Data transmitted through the internet is encrypted (email encryption, SSL encryption)
- ☐ Remote access via VPN connection
- ☐ Use of electronic signature

### 1.5. Control of data integrity

**Objective: protect data against any alteration and ensure tracking of any input, modification or deletion of data**

- ☐ Logging of system administrators' activity
- ☐ Activity logging for users of data Processing tools
- ☐ Other:

#### 1.6. Control of data availability

***Objective: prevent any loss/destruction, even if momentary, of data, whether it is accidental or intentional***

- ☐ Data backup on a regular basis with control over carrying out and verifying these backups
- ☐ Emergency and restore procedures with regular testing
- ☐ Storing backup devices externally
- ☐ Secure technical setups:
  - ☐ UPS with inverters
  - ☐ smoke detectors
  - ☐ temperature control
  - ☐ other:
- ☐ Business continuation plan with regular testing
- ☐ Disaster recovery plan with regular testing
- ☐ Proper, state of the art usage of system protection solutions

#### 1.7. Organizational measures

- ☐ Procedure for testing, analysing and assessing the efficiency of technical and Organizational measures (penetration tests, scans for internal and external vulnerabilities, etc.)
- ☐ Procedure for managing security incidents
- ☐ Security policy
- ☐ IT charter
- ☐ Raising user awareness in terms of security
- ☐ Training employees whose tasks consist in Processing data entrusted to the provider
- ☐ Periodic assessment of sub-processors (prior to and during the sub-contracting)

#### 1.8. Separation control

- ☐ Physical and logical separation/segmentation of data for the providers' different clients
- ☐ Sandboxing

### 1.9. Control in case of IT development

- ☐ IT development tests carried out on fictitious or Anonymized data
- ☐ Training developers in data privacy by default and by design

### STC L.4. List of Sub-Processors [MAY 2026]

The Contractor is authorized to engage the following entities), hereinafter the "*Sub-Processor(s)*" to carry out the following Processing activities: **[To be filled by the Contractor when/if applicable]**.

| <i>Sub-Processor Name</i> | <i>Sub-Processor Address</i> | <i>Contact person's name, position and contact details</i> | <i>Sub-Processor Role and Description of Processing</i>                                                                            |
|---------------------------|------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| [add name sub-processor]  | [add address sub-processor]  | [add contact person sub-processor]                         | [add description sub-processor (including a clear delimitation of responsibilities in case several sub-processors are authorized)] |
|                           |                              |                                                            |                                                                                                                                    |
|                           |                              |                                                            |                                                                                                                                    |
|                           |                              |                                                            |                                                                                                                                    |

## STC L.5. Glossary<sup>1</sup> [MAY 2026]

1. **3rd Party:** Entities which are not *NATO bodies*, such as the Allies and non-NATO entities other than the public (e.g. Partners, other International Organizations, Non-Governmental Organizations, or businesses).
2. **Anonymization** The irreversible *processing* of *personal data* in such a manner that the *data subject* is no longer identifiable. *Personal data* which has been *anonymized* is no longer *personal data*. See also *pseudonymization*.
3. **Consent:** *Consent* is the freely given, informed and explicit approval by a *data subject* for the *processing* of their *personal data*, or the *personal data* of someone who falls under their legal responsibility. *Consent* can be withdrawn at any time without any negative effect or prejudice to the *data subject*.
4. **Data subject:** Any identified or identifiable individual whose *personal data* is *processed* by a *NATO body*, for instance NATO International Civilians and Military assigned to NATO, their family members, members of national delegations, visitors to *NATO bodies*, registered users of NATO web portals and so on.
5. **Deliberative proceedings:** Information exchanges and critical examinations of an issue leading to decision, such as during the complaints process, recruitment process, and so on.
6. **Metadata:** Structured data that describes, explains, locates, and otherwise makes it easier to retrieve, use and understand an information resource. *Metadata* facilitates the association of records within the context of broader business activities and functions.
7. **Minimization:** Collecting the minimal amount of *personal data* required to achieve the specified purpose of *processing*.
8. **NATO body:** A civilian or military headquarters, or agency or other organizational unit established pursuant to Article 9 of the North Atlantic Treaty, including *NATO bodies* established in support of Alliance Operations and Missions (AOM).
9. **NATO records:** Information created, received, and/or maintained as evidence and information by NATO, in pursuance of legal obligations, NATO missions or in the transaction of business. *NATO records* officially document the actions and decisions of the Organization, verbatim from reference G.
10. **Personal data:** Any information that relates to an identified or identifiable living individual. *Personal data* includes information that combined can lead to the identification of a particular person. This is a subset of “Information” as defined in reference A.
11. **Personal data breach:** A compromise of security that leads to unauthorized disclosure, alteration or destruction of *personal data*. A significant compromise shall be understood as one posing a high risk to the rights of the *data subject*.
12. **Personal data controller:** The *personal data controller* defines the purpose and means of *personal data processing*. This role is held by the head of *NATO body* and the responsibility may be delegated. This term roughly corresponds to “Information Owner” in reference A.
13. **Personal data processor:** An element external to a *NATO body*, such as another *NATO body* or a 3<sup>rd</sup> party that *processes personal data* on behalf of the *personal data controller*. The corresponding term in reference A is “Information Custodian,” however an Information Custodian performs only a subset of *processing* – “makes it visible” and “safe-keeping.”
14. **Personal Data Protection Impact Assessment (PDPIA):** Identifies, evaluates and addresses the risks to *personal data* arising from a certain *processing* activity.
15. **Personal Data Protection Officer (PDPO):** A role responsible for providing advice on and overseeing a *NATO body's personal data* protection programme. The *Personal Data Protection Officer* shall be independent from the *personal data controller*.
16. **Processing (of personal data):** any operation, or set of operations, that is performed upon *personal data* such as collecting, recording, organizing, storing, adapting, altering, combining, retrieving, consulting, using, disclosing, transmitting, disseminating, blocking, erasing or destroying. Within reference A, the term “handling” is used. *Processing* may be done manually or through automation.
17. **Pseudonymization:** *Processing of personal data* in such a way that the data can no longer be attributed to a specific *data subject* without the use of additional information. The additional

<sup>1</sup> The Policy as well as the full list of references cited in the Glossary may be found here:

[https://www.nato.int/nato\\_static\\_fl2014/assets/pdf/2024/9/pdf/20240901\\_NATO-personal-data-protection-f.pdf](https://www.nato.int/nato_static_fl2014/assets/pdf/2024/9/pdf/20240901_NATO-personal-data-protection-f.pdf)

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information is kept separately and subject to technical and organizational measures to ensure non-attribution to an identified or identifiable individual. See also *anonymization*.

18. **Sharing (of *personal data*):** An act that makes a *NATO body's personal data* accessible to another *NATO body* or other NATO related entities (e.g. MOU organization) that abide by this Policy.
19. **Special categories of personal data:** *Personal data* compromise of which would reasonably be expected to be exceptionally detrimental to the *data subject*. *Special categories of personal data* include but is not limited to: racial origin; political or religious beliefs; physical or mental health; biometric data; sexual life; criminal convictions or the alleged commission of an offence; trade union membership.
20. **Transfer (of *personal data*):** Any act that makes NATO *personal data* accessible to *3rd parties* that are not *NATO bodies* and do not abide by this policy.

## **STC M.BASIC ORDERING AGREEMENT OR BLANKET PURCHASE AGREEMENT**

### **STC M.1. Agreement Order of Precedence [JULY 2026]**

1. The following is the Order of Precedence to be applied to Task/Delivery Orders placed under this Agreement:
  - (a) Task/Delivery Signature Page;
  - (b) Task/Delivery Order Schedule of Supplies and Services;
  - (c) Task/Delivery Order Special Terms and Conditions
  - (d) Task/Delivery Order Requirement Document
  - (e) Annexes to the Task/Delivery Order Requirement Document
  - (f) Agreement Signature Page
  - (g) BOA Special Terms and Conditions

### **STC M.2. Agreement Task/Delivery Orders [JULY 2026]**

1. The Agreement has no intrinsic monetary value. The Purchaser will place Task/Delivery Orders (TO)/(DO) against the Agreement when requirements are identified, if funding is available, and taking fair opportunity into consideration if the Agreement is a multiple-award. These orders shall comply with the scope of the Agreement defined in PART I of the signed agreement.
2. Each TO/DO will have a monetary obligation and a detailed Contract Line Item Number (CLIN) list with a corresponding requirement document that defines the requirements for the Contractor to perform that is within the scope of the Agreement.
3. In the event that the Agreement is cancelled or expires, the any TO/DO placed against the Agreement remains in full force until the final delivery and closeout.

### **STC M.3. Agreement Ordering Procedure [JULY 2026]**

1. The Purchaser will initiate the ordering process by issuing a Task/Delivery Order solicitation detailing the following:
  - (a) Order Number;
  - (b) Effective Date of the Order;
  - (c) Total quantities of equipment or services required by each Contract Line Item Number (CLIN);
  - (d) Statement of Work reference;
  - (e) Schedule and place of delivery and performance;
  - (f) Shipping and transportation;
  - (g) Total Monetary Value of the Order.
  - (h) Agreement Number
2. For the purpose of this Agreement, an obligation to deliver as per the Task/Delivery Order is deemed to exist for the Contractor upon signature by the Purchaser. Counter-signature by the Contractor is not required for any Task/Delivery Order placed under the Contract.
3. A Task/Delivery Order is understood to have been received within twenty-four (24) hours if it is a business day, or the first day after a non-business day.
4. Task/Delivery Orders may be issued from time to time and there are no limitations on the number of Task/Delivery Orders that can be issued up to the term of the Agreement or ceiling amount (if applicable).