

**SECTION 24
CONTRACTOR TRAVEL**

1. Scope. This policy applies to travel performed by contractor personnel working under a contract with an ACT entity. It does not apply to:
 - a. Senior Mentors, Senior Concept Developers or Senior Analysts hired for specific events or Flag-level speakers, moderators or facilitators hired to support strategic-level conferences, seminars, and war games. Their respective contracts may contain provisions regarding their travel that may deviate from this policy.
 - b. Any personnel hired under the NATO Civilian Personnel Regulations.
2. General Policy.
 - a. In accordance with Section 10, paragraph 2.b(2) of this manual, travel by contractors in support of the ACT mission will only be performed when a member of the approved International ACT Peacetime Establishment is unable to perform the mission.
 - b. Contractor travel is based on the contract entered into between the contractor company and the relevant ACT entity. The contractor company has the sole responsibility for ensuring that the necessary transport arrangements for individual contractor personnel are in place to support the terms of their contract and mission requirements. The contractor company will be reimbursed for the expenses incurred for approved travel in accordance with the terms specified in the AFM and other applicable documentation (e.g., ACT contract document).
 - c. Contractors working in SACT Headquarters may not travel using U.S. Government airfares.
 - d. It shall be established in the terms and conditions of the contract that all contractor personnel may represent the company with respect to the arrangement of their own travel performed for the ACT entity.
3. Process when the contractor travel is authorized in an existing contract.
 - a. The Contracting Officer's Technical Representative (COTR):
 - (1) fills out his/her portion of the "ACT Contractor Travel Request" form;
 - (2) signs the form;
 - (3) ensure that the form is delivered to the in-house travel agency. It is recommended that this step actually be performed by the traveler. The primary

transport will be reserved. The in-house travel agency will annotate the cost and the expiration date/time of this transport reservation on the form. **This transport cost serves as the ceiling (maximum) cost for which the contractor company will be entitled to reimbursement. When air or train transport is utilized as the primary mode, the ceiling price will be based on the lowest economy class non-refundable fare whenever such a fare is available to meet the requirement.** However, the contractor company is free to purchase any ticket for any class of transport that meets the requirement.

(4) ensure that the form is immediately delivered to the Contracting Officer.

b. The Contracting Officer (or designated representative):

(1) verifies that the travel is within the scope of the applicable contract;

(2) verifies that, in his/her judgment (based on the annotated primary transport cost and a rough estimate of the additional costs to be incurred), sufficient travel funds are available in the contract to support the requested travel. If the Contracting Officer determines a lack of sufficient travel funds, he/she will inform the Fund Manager about the requirement for additional funds to be added to the travel line of the contract.

(3) approves or disapproves a rental car, if requested. **Note:** If a rental car is required, a separate purchase order may be required for billing purposes.

(4) annotates the contract number on the form;

(5) signs the form to approve the travel;

(6) immediately communicates the transport cost ceiling and expiration date to a representative of the contractor company.

c. The contractor company representative:

(1) Elects on the form to either allow the in-house travel agency to purchase the reserved transport tickets, or elects not to utilize the in-house travel agency at the current time with the understanding that the reserved transport arrangements are valid only until the expiration date/time annotated on the form;

(2) signs the form acknowledging the travel on behalf of the contractor company and certifying the above election.

4. Contractor travel outside of an existing contract. Contractor travel not included in the scope of work on a negotiated contract should generally not be requested. In accordance with Section 10, paragraph 2.b of this manual, in the exceptional case where such travel is essential, the travel request must be approved by the applicable ACOS (or equivalent authority at non-HQ SACT activities). Following this approval, and the identification of required funding by the Fund

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Manager, the Contracting Officer will attempt to negotiate a modification to the existing contract to add the requirement to travel.

5. Timeliness of travel arrangements. Travel arrangements should be made as early as possible to take advantage of lower rates. However, when non-refundable tickets are involved, the tickets should only be purchased when a reasonable certainty exists that the travel requirements will not change or be canceled.

6. Rental Cars. Generally, as with travel of the NATO staff, rental cars will not be authorized. The Contracting Officer is responsible for screening the form for a rental car request and only authorizing a rental car when justified by the situation.

7. Changes to transport tickets that have already been purchased. When the transport tickets have already been purchased and a change to the itinerary is necessitated by factors beyond the control of the contractor, the increase in cost due to penalties or increased fares will only be authorized upon completion of a new "ACT Contractor Travel Request" form containing sufficient justification for the change. A memorandum from the Branch Head or COTR will also suffice. When a nonrefundable transport ticket has been purchased and the requirement to travel ceases to exist at no fault of the contractor company, the ACT entity will be responsible for the cost of the unused tickets.

8. Reimbursement of Contractor Travel Expenses.

a. The contractor company will be reimbursed based on the prevailing NATO daily subsistence allowance covering meals, lodging, incidental expenses and any applicable overhead and/or fees. NATO daily subsistence allowances will be posted on HQ SACT website at <http://www.act.nato.int/Support/Resources/FinancesBu/Travel>. This entitlement should be claimed on the contractor company's invoice, which should be submitted to the Contracting Officer within ten working days of the completion of travel.

b. The contractor company is entitled to reimbursement of any miscellaneous reimbursable expenses listed in Section 10, paragraph 14 of this manual. When incurred, these expenses should also be included on the invoice submitted to the Contracting Officer within ten days working days of the completion of travel.

c. When transport tickets are purchased through the in-house travel agency, payment will be made by the ACT entity directly to the in-house travel agency, charging the applicable travel line of the contract. These costs will not be invoiced by, or paid to, the contractor company.

d. When the contractor company purchases transport tickets from a source other than the in-house travel agency, these costs should be included on the invoice submitted to the Contracting Officer within ten working days of the completion of travel. Supporting documentation, such as receipts, should also be provided. As mentioned in paragraph 3.a(3) above, the maximum reimbursement for transport tickets will be the ceiling price annotated on the form by the in-house travel agency.

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9. Certification of invoices. Upon receipt of the contractor company's invoice, the Contracting Officer will forward it promptly to the COTR for certification. COTR certification is required prior to payment.
10. ACT Contractor Travel Request Form. The "ACT Contractor Travel Request" form is available at <http://www.act.nato.int/Support/Resources/FinancesBu/Travel>.