

HQ SACT Special Terms and Conditions for Personnel Services Contracts

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HQ SACT Special Terms and Conditions for Commercial Personnel Services Contracts

1. Scope. These special terms and conditions address all issues pertaining to the Commercial Personnel Services to be rendered by the Contractor to HQ SACT under this Contract, thereby taking precedence over the HQ SACT General Terms and Conditions.
2. Type of Contract. As far as the Commercial Personnel Services under this Contract are concerned this is a Level of Effort Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Contractor and HQ SACT. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor.
3. Definitions.
 - a. Billable Hours. As further specified in these Special Terms and Conditions, hours spent by Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill HQ SACT at the hourly rate set out in this contract.
 - b. Commercial Personnel Services. As specified in the SOW, the continuous performance to be provided by Contractor Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.
 - c. Contractor Personnel. An individual employed by the Contractor to perform the services required under this Contract for HQ SACT.
 - d. HQ SACT Work Days. Mondays through Fridays with the exception of HQ SACT Holidays. The number of HQ SACT Holidays may vary from year to year. A list may be obtained through the Contracting Officer.
 - e. HQ SACT Working Hours. On HQ SACT Work Days, 7.5 hours daily between 0800 and 1700 hours.
 - f. Man Year. 1800 hours of service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance at 37.5 hours assuming 5 HQ SACT work days per week. As a baseline the further assumption is: 15 days of HQ SACT holidays and 15 days as the minimum individual leave, thus allowing for the allocation of a minimum of 75 hours per year as possible overtime. As, in particular, the number of individual leave days may be greater and the number of HQ SACT holidays may vary, the allowable overtime figure will change accordingly. In no event shall the ceiling of 1800 hours per man year or corresponding fraction thereof be exceeded.
 - g. Overtime. Hours within the contracted man year or fraction thereof (1800 hours maximum for full year's service) served by Contractor Personnel outside of the limitations of the Delivery of Service stated in paragraph 4 and the SOW, as for each occasion requested by the COTR in writing.
 - h. Products. Any item, document, writing, study, briefing, data base, piece of software or any other physical or intellectual result of the performance of the

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commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

4. Delivery of Service. All Commercial Personnel Services under this Contract will be performed only on HQ SACT Work Days and during HQ SACT Working Hours to total no more than 7.5 hours per HQ SACT Work Day.
5. Exceptions from Delivery of Service. Under exceptional circumstances Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4.
 - a. Overtime requires a specific written request to the Contractor by the COTR.
 - b. Permanent deviation has to be in writing in the SOW with the signature of the Contracting Officer.
6. Coordination of Delivery of Service and Personal Leave. In order to ensure a balanced professional performance of the Contractor Personnel employed by the Contractor, during their performance for HQ SACT, the Contractor shall ensure that each Contractor Personnel will take a minimum of 15 and not more than 30 HQ SACT Work Days as personal leave during the course of a calendar year.
7. Coordination of Absences. To ensure the uninterrupted flow of HQ SACT projects, any absence by Contractor Personnel requires earliest possible coordination with the COTR. Generally, such absence requires the approval by the COTR.
 - a. Personal Leave. At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.
 - b. Sickness. Should absences caused by sickness affect the performance of an HQ SACT project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual.
 - c. Other Absences. Unless otherwise arranged for, the Contractor shall ensure the full presence of the Contractor Personnel in accordance with the Delivery of the Service set out in paragraph 4.
8. Billable Hours. Only time spent by Contractor Personnel in the immediate performance of this Contract.
 - a. Billable hours on travel. Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.
 - b. Overtime. All overtime within the limit of the contracted manyear or fraction thereof (total of 1800 hours for full year's service) shall be billed at the normal hourly rate set out in this contract.
 - c. Non-performance. Personal leave, closing of the Headquarters by the order of the HQ SACT Chief of Staff, sickness, company coordination, company reports,

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training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

9. Commitment of Contractor Personnel. The Contractor warrants that the Contractor Personnel initially presented for the performance of this Contract will perform this Contract for its duration. Any exchanges of Contractor Personnel shall meet the requirements of the SOW and be performed only with written consent by the Contracting Officer.
10. Deficient performance. Should committed Contractor Personnel perform unsatisfactorily the Contractor will exchange such Contractor Personnel, at the request of HQ SACT Contracting Officer for Contractor Personnel meeting the quality requirements set out in the SOW.
11. Contractor Responsibility for Contractor Personnel. The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security and workmen's compensation schemes due.
12. Billing. The Contractor shall bill time for Contractor Personnel at the hourly rate set out in this contract ONLY for billable hours.
13. Billing for Travel. Travel by Contractor Personnel shall be authorised and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel".
 - a. The in-house Travel Agency will set the transport ceiling cost.
 - b. Transport tickets purchased through the in-house travel agency will be reimbursed by HQ SACT directly to the in-house travel agency. These costs will not be invoiced by, or paid to, the contractor company. When transport tickets are purchased by the Contractor through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the Contractor.
 - c. All incidental expenses to include overhead for the performance of travel will be reimbursed through a flat NATO Civilian subsistence allowance as posted on <http://www.act.nato.int/organization/contracting/forms-contractor-travel>.
14. Invoices. All invoices shall be provided by the Contractor in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Commercial Personnel Services shall contain, at a minimum,
 - a. A breakdown of the Contractor Personnel;
 - b. The billable hours performed by each of them by day; and also
 - c. Indicating travel, absences our other relevant information; as well as
 - d. Any overtime shall be provided together with the requisite COTR request.

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15. Instructions for safety and management of the HQ. The Contractor shall ensure that the Contractor Personnel honour all HQ SACT Directives and further guidance by the Chief of Staff regarding the safety and management of HQ SACT.
16. Work Space. If provided for in the SOW, HQ SACT will provide working spaces for the Contractor Personnel. Should these spaces not be considered adequate by the Contractor, the Contractor will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.
17. Representation of HQ SACT/NATO. When dealing with third parties during the execution of this Contract, the Contractor Personnel shall present themselves as representatives of the Contractor working under contract for HQ SACT/NATO. Contractor Personnel shall not take decisions or commitments for HQ SACT/NATO.
18. Ownership of Work Products. All Products created by Contractor Personnel under this contract are to be original and are the property and under the copyright of HQ SACT, unless otherwise specifically stated in this Contract.
19. Disclosure of Information.

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

19.1. Subject to this clause each party shall;

- (a) Treat in confidence all information it receives from the other party;
- (b) Agree not to disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract.
- (c) shall, upon request from the other party, return any Information or erase any electronic files in its possession.
- (d) shall not use any of that Information otherwise than for the purpose of the Contract
- (e) shall not copy any of that Information except to the extent necessary for the

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

- (a) Is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract.

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- (b) Is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for HQ SACT under the Contract or any sub-contract under it.
- 19.3 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations of this Clause before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.
- 19.4 Neither party shall be in breach of this Clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory or judicial obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Clause.