

RFP: RFP-ACT-SACT-26-17

Reference: Q&A #5

Date of Issue: 2 June 2026

The following questions were raised with respect to subject **RFP-ACT-SACT-26-17- NexGen M&S**. Responses are to provide clarification.

Questions	Responses
<p>1. Given the iterative nature of the Agile Sprint process, can NATO clarify whether Prime Contractors are permitted to adjust or substitute subcontractors between Sprints, subject to security and compliance requirements?</p>	<p>Consistent with section 23 of HQ SACT General Terms and Conditions and paragraph 1.1 of the RFP the answer is yes, subject to approval by the contracting officer. For example, the contracting officer may consider such a request if the Prime Contractor requests substitution of subcontractor that performs unsatisfactorily.</p>
<p>2. Is there any possibility of contractors securing a license to use the foreground IP under this contract for other projects or development?</p>	<p>Regarding modifications to Vendor/Bidders' solutions generated during participation in Sprints, Vendors/Bidders are licensed to use that IP for other projects or development. Regarding foreground IP created after final contract award upon BAFO, HQ SACT retains full ownership, with no license being granted to the Contractor, unless otherwise expressly agreed in writing by the Contracting Officer.</p>
<p>3. Is NATO expecting that background IP that is included in the deliverable(s) transfers to NATO ownership and is treated as foreground IP?</p>	<p>No transfer of Contractor's background IP is expected. However, the Contractor grants a perpetual royalty-free worldwide license of its Background IP embedded in the foreground for purposes of unencumbered and unrestricted use of the developed solution, updates to maintain its functionality in NATO systems, access to the source code and to enable future modifications to the solution.</p>
<p>4. SOO 6.1; SOO 6.2</p> <p>Intellectual Property. In NATO's initial Q&A responses, when asked in Q&A #22 whether NATO intends to own the platform or receive managed services, NATO responded: "Industry will deliver a managed service".</p> <p>Under the managed service model described in NATO's response to Q&A #22, will subcontractors developing, or contributing to, tools and software using their own resources retain ownership of the IP with NATO receiving licensing rights, or does NATO require full IP ownership transfer?</p> <p>How will background IP (pre-existing tools, models, methodologies) be treated differently from foreground IP</p>	<p>HQ SACT corrects what was previously communicated. Consistent with section 32 of HQ SACT General Terms and Conditions, HQ SACT shall be the sole and exclusive owner of all rights resulting from work undertaken by, or on behalf of, ACT's contracting authority for the purposes of the Contract. Regarding Contractor's background IP, the Contractor grants a perpetual royalty-free worldwide license of its Background IP embedded in the foreground for purposes of unencumbered and unrestricted use of the developed solution, updates to maintain its functionality in NATO systems, access to the source code and to enable future modifications to the solution.</p>

<p>(new capabilities developed under this contract)?"</p> <p>For university subcontractors subject to institutional IP policies, what IP arrangements are acceptable to NATO while still meeting the managed service requirement?"</p>	
<p>5. Please confirm whether the resulting ecosystem is intended to be distributed free of charge among NATO countries?</p> <p>Additionally, will there be a follow-on tender, or does the selected winner automatically become the final product provider?</p>	<p>The selected solution will be made available for NATO Command Structure and subordinates but not directly for individual Nations.</p> <p>Nations should be able to purchase their own instances from the vendor.</p>
<p>6. 4d Eligibility Pg. 6</p> <p>Bidders shall be working in the Modelling and Simulation field of study and legally authorised to operate in the country and countries in which this contract is to be performed, at the time of award. Please identify all countries in which the contract will be performed.</p>	<p>Consistent with previous Answers (Q&A #3, Q 12; Q&A #3 Question # 11) the Place of Performance of the contract, after final contract award after BAFO, are expected to be the Capability Management Office (Norfolk, VA, USA), SHAPE (Belgium), JWC (Norway), and JFTC (Poland)</p>