
PROVISIONS FOR NSPA SMALL VALUE PURCHASE ORDERS (Services)

(03 June 2021)

1. SPECIAL AREAS

Material and Services shall not be acquired for use in the performance of this Purchase Order (PO) from any sources in communist or communist controlled countries.

2. SERVICES TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish to NSPA the services listed and priced in the attached document entitled "List of services".

Unless otherwise specified in this purchase order, the repairs must be accomplished in accordance with the manufacturer's specifications and drawings. If such specifications and drawings are not available, the repairs are to be accomplished in accordance with specifications existing for similar equipment, or as may be mutually agreed between the parties hereto. All repair parts required in the performance of the services requested shall be obtained from qualified sources. NSPA reserves the right to demand proof of compliance with this requirement

3. PRICES

The Contractor shall inspect the materiel, determine the repair costs and submit to NSPA a fixed price offer - "FCA" Incoterms 2020). The offer will include:

- the manhour breakdown
- a costed list of spare parts
- the delivery schedule
- the new item price

This offer will be furnished within 30 days after receipt of the equipment at the Contractor's facility. If NSPA accepts the offer and delivery terms, NSPA will issue an amendment to this purchase order, authorizing the Contractor to proceed with the performance of the required work. If NSPA does not accept the offer, disposition instructions will be provided and the Contractor will be reimbursed the costs of incoming inspection.

4. QUALITY ASSURANCE

The Contractor is responsible for maintaining effective control of the quality of materiel and/or services. If the Contractor himself does not render the contracted services, he shall impose these quality requirements upon his sub-contractor.

In case where an AQAP is specified, the Contractor shall meet its requirements. The Contractor must provide a CoC. In case AQAP is specified, the NSPA MISR shall not be used in lieu of a CoC.

5. DELIVERY TERMS

NSPA shall deliver the equipment to be repaired/overhauled DAP (Delivered at Place) (Incoterms 2020) to the Contractor's facilities.

The Contractor shall deliver all components processed under this contract FCA Contractor's facilities (free carrier) (Incoterms 2020) and shall inform NSPA of their availability.

At a minimum the Notice of Availability shall indicate: Purchase Order number, nomenclature, Part and / or NATO Stock Number, quantity and unit of issue, number of shipping containers, gross weight and volume of each container in metric units.

6. PACKING, SHIPPING DOCUMENTS AND MARKING

All items are to be preserved, packed and marked to assure safe arrival at destination, and, depending on the weight, volume and nature of goods, should be preferably delivered on europallet(s) at no additional cost to NSPA. Unless otherwise specified, packing must be adequate for inside covered storage for at least one year.

The shipping documentation and all items or tags attached thereto will bear the following information: PO number, PO line number, MRN n°, Stock number/Part number and quantity.

7. REPORTING

The Contractor shall duly fill in and return the following reports:

- Acknowledgment of Receipt (AOR) – copy attached. This document must be faxed to NSPA within 3 days after receipt of the repairable item.
- Notice of Availability (NOA) – copy attached. This document must be faxed to NSPA upon completion of the repair when the item is ready for dispatch
- DLM report – copy attached. This document must be duly completed and submitted together with the invoice.

8. PAYMENT

Original invoices should be submitted as PDF-Document to

CIMO@nspa.nato.int

(Only invoices and credit notes are treated under this email address.)
Hardcopies must not be sent in parallel!

ALTERNATIVELY as Hardcopy to

NSPA
CIMO OFFICE
11 rue de la Gare
L-8302 CAPELLEN

Faxed invoices will not be accepted for payment.
Any other issue is to be addressed to the undersigned.

Invoices must quote the PO number, the description of the item, quantity, man-hours of labour, individual price of spare parts and total prices and be supported by proof of dispatch.

Unless otherwise stated in the PO, payments will be made within 30 days following the receipt by NSPA of the Contractor's original invoice drawn for payment in the currency in which the PO is established.

NSPA will pay the net invoice amount and support the charges of its bank. All other bank charges will be for the Contractor.

The most efficient method of payment (and NSPA's preferred method) is by electronic funds transfer (EFT).

In order to pay the Contractor in a timely manner, the Contractor is requested to specify the following information on the invoice or in a separate letter to NSPA, Attention Finance Division:

1. Full name and address of banker(s)
2. Detailed bank account information as follows:
 - a) For EU countries: IBAN code plus BIC.
 - b) For USA: bank account number(s) + ABA code (or SWIFT code).
 - c) For Canada: bank account number(s)+ bank code (5 digits) and branch code (3 digits).
 - d) For any other country: bank account number(s) plus any country-specific codes, if applicable.

9. TAXES AND DUTIES

NSPA, as a subsidiary body of NATO is, by application of the Ottawa Agreement, dated 20 September 1951, exempt from all taxes and duties (and this includes Value Added TAX (VAT) within the European Union).

NSPA is specifically exempt from all duties and taxes (and this includes Value Added Tax within the European Union). Nevertheless, the Luxembourg tax authorities granted NSPA with a VAT number LU15413172. The Contractor is only allowed to use this VAT number, in conjunction with the reverse charge mechanism, where the place of taxation of the services is Luxembourg.

In any other cases, the Contractor shall invoice NSPA without VAT in consideration of any applicable exemption, including the exemption from indirect taxes granted by the Ottawa Agreement. The Contractor may request NSPA to provide an official exemption certificate to confirm that the exemption provided for in the Ottawa Agreement are applicable.

However, NSPA acknowledges that it is the sovereign prerogative of each State to interpret and apply its fiscal legislation and regulation. The prices quoted in the Purchase Order are deemed to be inclusive of any tax or duties the Contractor may be liable to pay to third parties or governmental authorities in spite of the provisions of the paragraphs above.

In case of doubt on the taxes and duties treatment applicable to the transaction, the Contractor shall liaise with NSPA prior to issuing invoices. NSPA reserves its right to

refuse any invoice applying an incorrect tax or duty regime or an erroneous interpretation of national tax laws

NOTE: If the services are to be performed in Luxembourg, the Agreement between the Government of Luxembourg and NSPA dated 19 June 1968 is applicable.

10. CONTRACTOR'S FACILITIES AND CAPABILITIES

The Contractor warrants that he has suitable facilities available and that he has all necessary license rights, skilled personnel, technical orders, data, specifications, drawings, standard and special test equipment and tooling to enable him to comply with the requirements of this purchase order.

11. INTELLECTUAL PROPERTY RIGHTS, ROYALTIES AND LICENSE RIGHTS

The Contractor guarantees that he is in possession of all the necessary intellectual property rights in force in the countries where the items will be manufactured and / or services will be performed, under this contract and in other countries where the intellectual property rights are in force. The Contractor possesses any licenses necessary for the performance of this contract and made any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The Contractor will at his expense hold NSPA harmless and fully indemnify NSPA against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.

The Contractor agrees to assure himself that the Original Equipment Manufacturer(s) (OEM) or any entitled third party have not retained any intellectual property rights, before he provides services and / or manufactures items under the contract. NSPA shall not be liable for intellectual property rights infringements as may be caused by the Contractor.

The Contractor confirms that no payments of royalties or fees for intellectual property rights will be claimed by the OEM or any entitled third party for the services performed and / or materiel provided under this contract. In the event that such fees are claimed, the Contractor will bear any and all responsibility.

12. NSPA PROPERTY UPON WHICH WORK IS TO BE PERFORMED

Title to NSPA property upon which work is to be performed shall remain in NSPA. The Contractor shall protect such property in accordance with sound industrial practice. For the purpose of this part, it shall be assumed that title to NSPA property upon which work is to be performed is vested in NSPA even though it may, in actuality, be owned by one or more NSPA customers or NATO member states. NSPA shall at all reasonable times have access to the premises where such NSPA property is located.

13. WARRANTY

The Contractor hereby guarantees that he will perform all services under this contract in a good and workmanlike manner; in accordance with any technical orders or other instructions and that the items on which the work is performed will be guaranteed for a period of two years after completion of the work.

If the Contractor supplies any spare parts hereunder such items shall be unused and in new condition, of the latest production, and conform to the latest applicable specifications, drawings, and other descriptions, if any, of appropriate military and/or civilian agencies, and, if any, of the Contractor and shall be free from defects in material, design and/or workmanship.

If any equipment incident to services or component thereof to which this guarantee applies, fails to provide such service due to defective services of the Contractor or defective spare parts furnished by the contractor, the Contractor agrees either to repair the equipment, or component, at its own expense, including any transportation costs, or reach an agreement with NSPA for an equitable settlement. The Contractor shall undertake, if he chooses to carry out the repair work, to grant the same guarantee for the repaired equipment as was applied to the original equipment.

14. INTEGRITY/NO BRIBE

NSPA draws the Contractor's attention to the fact that it is strictly forbidden to offer gifts or other advantages to Agency staff members. This also includes any so-called end-of-year gifts that cannot be considered to be advertising presents. If the Agency establishes that this ban has been disregarded, NSPA may terminate this contract at no cost to NSPA and your firm may be removed from the Agency's source file after the Agency has informed the relevant national authorities

15. COMMUNICATIONS

All communications must be sent to the Point of Contact indicated on the PO. Please acknowledge receipt of PO promptly. All communication must cite the NSPA PO number and item number.