

REQUEST FOR PROPOSAL
RFP – 2012/38

NORTH ATLANTIC TREATY ORGANISATION (NATO)



**PROVISION OF ACADEMIC SUPPORT SERVICES:
NATO EXECUTIVE DEVELOPMENT PROGRAMME (NEDP)**

REQUEST FOR PROPOSAL

RFP – 2012/38

**PROVISION OF ACADEMIC SUPPORT SERVICES:
NATO EXECUTIVE DEVELOPMENT PROGRAMME (NEDP)**

PART I

**INSTRUCTIONS FOR THE PREPARATION AND
SUBMISSION OF PROPOSALS**

1 GENERAL

1.1 PURPOSE

- 1.1.1 The purpose of this Request for Proposal (RFP) is to award a contract for the provision academic services in the frame of NATO-wide Executive Development Programme (NEDP).
- 1.1.2 NATO International Staff (IS) is looking for an academic partner to work with in the design, delivery and management of its NATO-wide Executive Development Programme (NEDP). Working with the Talent Management & Organizational Development (TMOD) Service, Human Resources Directorate (HR), Executive Management Division (EM), the provider will work closely with TMOD to understand how the objectives of the programme can best be aligned with available resources. Expert resourcing, content delivery and professional management of the programme will ensure continued positive feedback of the programme from major stakeholders.
- 1.1.3 The TMOD Service is located in Brussels at NATO Headquarters and provides the sponsorship and administration for the NEDP on behalf of the numerous NATO entities. The Service comprises five personnel and deals with training, development, staff performance and the development of the Organization. It is part of the Human Resources Directorate, which is in turn part of the Executive Management Division.
- 1.1.4 The present structure of the NEDP includes distance learning and one-week residential modules (currently: the provider's premises; the NATO Defence College in Rome, Italy; the NATO School in Oberammergau, Germany; HQ Allied Command Transformation in Virginia, US; and NATO HQ in Brussels, Belgium). It is expected that the provider be present with the group during residentials whenever possible.

1.2 BACKGROUND INFORMATION

- 1.2.1 NATO comprises over 6.500 international civilian posts dispersed across more than 50 locations and 22 NATO bodies. NATO civilians are governed by the provisions of the Civilian Personnel Regulations and have standard terms and conditions of service, yet the very different locations, nationality mixes, organizational structures and functions of the various bodies make it difficult to define a common "corporate" culture.
- 1.2.2 Civilian staff works under various contracts of definite and indefinite duration and fall into one of four categories: "A", "L", "B" or "C"; each of which has a number of grades equating to levels of responsibility. In principle the NEDP is designed, primarily, for staff members at NATO A2 to A5 (or L2 to L5) who have the potential to grow within the Organization. The programme may consider B grade staff depending on the circumstances or merits of an application.

1.3 DEFINITIONS

- 1.3.1 The term "NATO" shall refer to the North Atlantic Treaty Organization.
- 1.3.2 The term "NATO HQ" or "the NATO HQ" shall refer to the Headquarters of the North Atlantic Treaty Organization.
- 1.3.3 The term "NATO IS" or "IS" shall refer to the International Staff of NATO HQ.

1.3.4 The term “NEDP” shall refer to the NATO-wide Executive Development Programme.

1.4 CONTRACT SCOPE

1.4.1 The scope of services is specified in the attached Statement of Work (Part III of the solicitation documents).

1.4.2 The contract type is a firm fixed-price contract for each one of the items described in the attached Statement of Work (Part III of the solicitation documents).

1.5 PERIOD OF PERFORMANCE

1.5.1 Subject to other contract provisions, the period of performance under the contract will be from the date of contract award (tentative 15th January 2013) through the end of the contract duration established in the prospective contract (clause 4 – “contract duration”).

2 CONTENTS OF PROPOSAL

2.1 The proposal shall consist of the following documentation in electronic format:

- 1) A table of contents for the entire bid.
- 2) Contact Details. One page specifying bidder’s name, address, DUNS number, point of contact, phone and fax numbers, e-mail address, and Internet site.
- 3) Compliance Statement for the prospective contract (use the template in ANNEX A). In case of exceptions, provide justification for deviating from RFP provisions. If required, separate sheets can be used for this purpose.
- 4) Certification regarding bidder’s responsibility. Use the template provided in ANNEX B to the Instructions. A certification that any of the items in paragraph 1 of the stated certification exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the bidder’s responsibility. Failure of the bidder to furnish a certification or provide such additional information as requested by the procurement officer may render the bidders non-responsible.
- 5) Certificate of origin of supplies and services. Use the template provided in ANNEX C to the Instructions.
- 6) Financial condition. This includes the following:
 - a. A statement on whether or not the bidder has, at the time of proposal submission, paid up to date any applicable tariffs and social security obligations relating to its employees and any taxes and duties that may be applicable to the bidder;
 - b. A statement on whether or not the bidder is, at the time of proposal submission, in receivership or has filed with legal authorities for protection from creditors;
 - c. A copy of the last two year’s audited financial statements (if available, otherwise bidders may submit non-audited financial statements) including the income statement, the balance sheet, the statement of cash flows, the notes to the financial statements, and the audit opinion (if applicable). If these financial statements have already been submitted in response to another solicitation of offers issued, within the same year, by the NATO IS

Procurement Service, bidders may replace the aforementioned documentation with a statement that provides the reference and date of the solicitation in response to which the referred financial statements were submitted and;

- d. A statement on whether or not the bidder's organization at large, including national offices, subsidiaries and all subcontractors has, at the time of proposal submission, any on-going legal actions against them with claims in excess of EUR 100 million or equivalent.

7) Corporate resources and capabilities. This document shall include the following:

- a. A description of the overall organizational structure of the bidder and the administration of the service to be performed under the prospective contract within the overall corporate structure. This section should indicate the chain of authority within the bidder's organization from the service/contract manager to the chief executive officer. The same information must be provided for any proposed subcontractor entities.
- b. The identification of the corporate resources, equipment, and facilities which are available to support the project which are resident in the bidder's organization but not directly under the authority of the contract manager. The bidder shall describe the process by which the bidder's contract manager may have access to these "in-house" corporate resources and capabilities and what level of authority is required in the corporation hierarchy to secure the needed resources.
- c. A description of the bidder's corporate human capital management approach, showing the mechanisms through which bidders recruit, retain, and develop their personnel so as to ensure the sustainability and quality of their service offer.
- d. A description of relevant points of contact, and a list of all personnel who might be available for the performance of the contract. Bidders must use the template in ANNEX D.
- e. The bidder must limit the size of this documentation to a total of 10 pages.

8) Resumes of bidder's personnel proposed for the performance of the contract.

- a. Resumes submitted must show that personnel possess the educational background and experience required to perform their tasks as established in the SOW (Part III of the solicitation documents).
- b. Resumes shall include a section describing any prior engagement(s) that are similar in size, complexity and scope. The description must, at a minimum, describe the project, the approach taken and the outcome.
- c. Copies of certificates of relevant education must be attached to these resumes.
- d. Any client statements or endorsements of the individual work performed by the proposed consultant shall also be attached to each resume.
- e. The total size of each resume shall not exceed 4 (four) one-sided pages (without copies of certificates and clients' statements)

- 9) List of performance data of at least three contracts/agreements substantially similar in scope to the requirements described in this solicitation, performed or been awarded within the last five years. The list must specify for each contract/agreement the following details:

- a. Reference of the contract (if any);
 - b. Contract effective date;
 - c. Date completed;
 - d. Description of services;
 - e. Contract value;
 - f. Customer; and
 - g. Customer point of contact (POC) for verification purposes, specifying name, telephone, fax, and e-mail.
- 10) List of sub-contractors (if any) which the bidder intends to use for the performance of the contract (use the attached template in ANNEX E to the Instructions).
 - 11) List of bidder's key personnel and other bidder's focal points (including suitable backup personnel). Bidders must specify name, nationality, and intended position (i.e., primary or backup) for the proposed personnel (use the template in ANNEX D).
 - 12) Labor contracts or letters of commitment for the proposed key personnel. These documents must show the commitment of these employees (both primary and backup personnel) to work for the bidder for the whole duration of the contract, if the contract is eventually awarded to the bidder.
 - 13) Technical understanding of the Statement of Work. Bidders must provide a written description demonstrating their understanding of the nature and extent of NATO's requirement for the tailor-made programme NEDP as described in the Statement of Work. The narrative included in this document must be more than a mere repetition of the descriptions provided in the solicitation.
 - 14) Schedule of exceptions. Bidders shall specify exceptions or deviations from the terms and conditions of the prospective contract. In case of exceptions, provide the alternative text proposed and the justification for deviating from RFP provisions. Substantial deviations from the material elements of the contract such as applicable law, limitations of liability, dispute resolution procedure, confidentiality and security obligations, or intellectual property rights, may lead to the disqualification of the bidder. In case of doubt bidders are encouraged to clarify the acceptability of any potential deviations through the request for clarification process described in section 10 below.
 - 15) Price proposal. The price proposal shall be submitted in the attached template (ANNEX F) or a substantially similar format.
 - 16) Signed contract. Two signed copied of the prospective contract properly filled with all relevant data and information.

2.2 The whole bid shall be written in English.

2.3 As stated in paragraph 4 below, the proposal shall be submitted by mail or hand-carried.

2.4 Bidders shall prepare one single package containing the following documents and media:

- 2.4.1 A hard-copy of the documents specified in paragraph 2.1 above; and
- 2.4.2 A CD-ROM containing electronic copies of the documentation specified in this section, using one or a combination of Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat formats.
- 2.5 Submissions that do not meet the requirements specified in this section may be rejected.

3 RESTRICTION ON DISCLOSURE AND USE OF DATA

- 3.1 If the bidder includes in its proposal data that it does not want disclosed to the public for any purpose, or used by NATO except for evaluation purposes, the bidder must:
 - a. Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside NATO and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this bid. If, however, a contract is awarded to this bidder as a result of -- or in connection with -- the submission of this data, NATO shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit NATO's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - b. Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid.
 - c. Use the submission procedure specified in paragraph 2.4.

4 PROPOSAL SUBMISSION

- 4.1 Proposals shall be received by the point of contact specified in 10.2.2 below, not later than **5th November 2012, at 16:00 (Brussels Time)**.
- 4.2 Bidders may opt for submitting their proposals through one of the following two methods:
 - 4.2.1 Mail submission to the address specified in paragraph 10.2.2.
 - 4.2.2 Hand carry the proposal package to the individual specified in paragraph 10.2.2.
- 4.3 Any proposals received after the closing date and time shall not be considered. NATO is not responsible for equipment or software failure that may cause delay or non delivery.
- 4.4 Proposals received after submission deadline will be considered void and unacceptable. NATO is not responsible for lateness of carrier, etc. and time/date stamp clock in the Procurement Service shall be the official time of receipt.

5 EXTENSION OF CLOSING DATE

- 5.1 Any bidder may request directly to the NATO IS Procurement Service an extension of the proposal closing date. However, the request must reach the procurement officer, in writing (facsimile is acceptable), not later than 10 calendar days prior to the proposal closing date and must include a strong justification for the request. The Procurement Service may, at its own discretion, grant an extension of the proposal closing date.

6 PROPOSAL VALIDITY

- 6.1 The proposal submitted shall remain valid for a period of 90 (ninety) calendar days counted from the proposal closing date. The Organization reserves the right to request an extension of validity if a decision cannot be made within this time. The bidder will be entitled to either grant or deny this extension of validity; the Organization will automatically consider a denial as a withdrawal of the proposal.

7 BIDDERS CONFERENCE AND SITE VISIT

- 7.1 Due to the nature of the requirements under solicitation, no bidder's conference or site visit will take place. Bidders are encouraged to use the request for clarification process specified in section 10 below to raise any questions they may have about the source selection process, the prospective contract, or the specific requirements under solicitation.

8 CLARIFICATIONS OF PROPOSAL

- 8.1 During the proposal evaluation process NATO will discuss any part of the proposal with the designated bidder focal point in order to clarify what is being offered and to resolve any potential areas of disagreement.

9 PROPOSAL EVALUATION AND CONTRACT AWARD

9.1 EVALUATION CRITERIA

- 9.1.1 Proposals will be evaluated under a combination of the following factors and sub-factors:

A. Non-cost related factors:

(1) Bidder's resources, capabilities and engagement. Evaluation of the strengths, weaknesses, risks, and opportunities associated with the bidder's corporate resources and capabilities as documented in the bidder's proposal. The evaluation of this factor includes the assessment of the qualification of proposed personnel and the academic institution (key personnel and focal points), the quality and availability of corporate resources and capabilities, and the ability to mobilize corporate resources and capabilities in a timely manner to support contract objectives. NATO reserves the right to perform interviews and site visits to verify the bidder's resources and capabilities. In this event, bidders concerned will be notified at least 10 (ten) working days before the intended date of the interview or site visit and be provided with all relevant details about the scope and duration of interviews or visits.

(2) Bidder's technical understanding of the Statement of Work. Evaluation of the strengths, weaknesses, risks, and opportunities associated with the bidder's understanding of the scope of work to be performed under the contract and the bidder's recommended approach and methodology for its execution.

(3) Past performance. Evaluation of the strengths, weaknesses, risks, and opportunities associated with the bidder's prior experience in the execution of work substantially similar to the scope of the contract. This includes the evaluation of the relevance and time lapsed or recentness (i.e. how far in the past similar services have been performed) of the past performance references provided by bidders and the verification of the stated references with client organizations. NATO will also reserve the right to consider information not specifically included in the proposals in order to evaluate this factor (e.g., relevant and recent contracts or performance references available within the Organization).

(4) Contractual risks. Evaluation of the risks associated with the terms and conditions of the proposal and proposed exceptions to the terms of the prospective contract (e.g., implied or express limitations of liability, permissible scope of use of intellectual property rights, and any other express or implied deviations with respect to the terms and conditions of the prospective contract that may be identified during the proposal evaluation process) The Organization may determine that a bidder must be disqualified if the contractual risks associated with its proposal are unaffordable or unacceptable.

(5) Compliance with mandatory administrative and security requirements specified in the solicitation. (e.g. minimum proposal contents, mandatory certificates, etc.) (pass/fail). If the stated requirements are not met, the Organization will disqualify the proposal.

(6) Eligibility and responsibility (pass/fail). Verification that bidders meet the eligibility and responsibility requirements established in these instructions. Bidders that are found ineligible or irresponsible will be automatically disqualified.

B. Cost-related factors:

(8) Total evaluated price. Evaluation of the total cost of the service over the projected duration of the prospective contract, including extension options. The total cost will be adjusted based on the impact of any deviations from the terms of the prospective contract that might have a pricing or financial impact.

For the purpose of price comparison all prices will be converted into EURO on the basis of the average official commercial buying and selling exchange rates of the Banque Nationale de Belgique at close of business of the last working day preceding the proposal closing date.

NATO may determine that a proposal is unacceptable if the prices proposed are materially unbalanced, unrealistic, or unreasonable. This will occur when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if it is determined that the lack of balance, realism, or reasonableness poses an unacceptable risk to NATO.

BIDDERS ARE INFORMED THAT THE TOTAL ESTIMATED PRICE (FOR AN ESTIMATED NUMBER OF 24 PARTICIPANTS) SHALL NOT EXCEED THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND EUROS (€ 250.000,00) OR GENERALLY EQUIVALENT PER-PARTICIPANT COST. Bids submitted in excess of this figure may be determined non-compliant and eliminated from further consideration.

9.1.2 For award purposes, bidders must note that the relative importance of evaluation factors and sub factors will be as follows:

9.1.2.1 Factor (1) and (2) will be equal in importance;

9.1.2.2 Factor (1) and (2) will be more important than factor (3);

- 9.1.2.3 Factor (1), (2) and (3) considered together will be strongly more important than factor (4);
- 9.1.2.4 Factors (5) and (6) are just pass/fail factors;
- 9.1.2.5 Non-cost factors (1) thru (4) considered together will be more important than cost factors.

9.2 CONTRACT AWARD

- 9.2.1 The contract will be awarded to the responsible bidder whose conforming proposal represents the best value after evaluation in accordance with the factors and sub-factors specified in the solicitation.
- 9.2.2 NATO intends to evaluate proposals and award the contract without discussions with bidders (except clarifications). Therefore, the bidder's initial proposal should contain the bidder's best terms from a cost or price and technical standpoint. NATO reserves the right to conduct discussions if the procurement officer later determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- 9.2.3 NATO may reject any or all proposals if such action is in NATO's interest. Exchanges with bidders after receipt of a proposal do not constitute a rejection or counteroffer by NATO.
- 9.2.4 NATO may determine that a proposal is unacceptable if the prices proposed are materially unbalanced, unrealistic, or unreasonable. This will occur when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if it is determined that the lack of balance, realism, or reasonableness poses an unacceptable risk to NATO.
- 9.2.5 A written award or acceptance of proposal mailed or otherwise furnished to the successful bidder(s) within the time specified in the proposal shall result in a binding contract without further action by either party.
- 9.2.6 NATO may disclose the following information in post-award debriefings to other bidders:
 - a. The overall evaluated cost or price and technical rating of the successful bidder;
 - b. The overall ranking of all bidders, when any ranking was developed by NATO during source selection; and
 - c. A summary of the rationale for award

10 COMMUNICATIONS AND CONTACTS FOR CLARIFICATION

10.1 COMMUNICATIONS IN GENERAL

10.1.1 Any communications related to this RFP, between your firm and NATO shall only be through a member of the NATO IS Procurement Service; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this RFP.

10.2 REQUEST FOR CLARIFICATION

10.2.1 Bidders should seek clarification as soon as possible. Any explanation desired by bidders regarding the meaning or interpretation of this RFP, specifications etc., must be requested in writing (letter, facsimile or e-mail) to the procurement officer.

Oral explanations or instructions will not be binding unless confirmed in writing by the Procurement Service.

10.2.2 All correspondence will be forwarded to the following point of contact:

Mr. Chris PIEKOSZEWSKI

Email: piekoszewski.krzysztof@hq.nato.int

Fax: +32-2-707-4927

NATO HQ – Procurement Service – CB 1930

Boulevard Leopold III, 1110 Brussels, Belgium

11 DISCLAIMER: AMENDMENT OR CANCELLATION OF RFP.

11.1.1 NATO reserves the right to amend or delete any one or more of the terms, conditions or provisions of the RFP prior to the date set for the proposal closing. An amendment or amendments to this RFP will announce such action.

11.1.2 NATO reserves the right to cancel, at any time, this RFP partially or in its entirety. No legal liability on the part of NATO for payment of any sort shall arise and in no event will a cause of action lie with any bidder for the recovery of any costs incurred in connection with preparing or submitting a proposal in response hereto. All effort initiated or undertaken by the bidder shall be done considering and accepting this fact.

ANNEX B

CERTIFICATION REGARDING BIDDER'S RESPONSIBILITY

[Insert Legal Name of The Firm] ([Abbreviated Name]) warrants that, to the best of our knowledge and belief, that:

1. [Abbreviated Name] and/or any of its principals¹—
 - a. Are / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any NATO entity or national government;
 - b. Have / have not , within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of antitrust law relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating criminal tax laws, or receiving stolen property;
 - c. Are / are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph b. above;
 - d. Have / have not, within a three-year period preceding this offer, been notified of any delinquent taxes² in an amount that exceeds EUR 20,000 for which the liability remains unsatisfied.
2. [Abbreviated Name] has / has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any NATO entity or national government.
3. [Abbreviated Name] shall provide immediate written notice to the procurement officer if, at any time prior to contract award, the [Abbreviated Name] learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to NATO, the procurement officer may terminate the contract resulting from this solicitation for default.

Date :

Signature:

Name & Title:

Company:

Proposal Reference:

¹ "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

² Taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

ANNEX C**ORIGIN OF SUPPLIES AND SERVICES CERTIFICATE**

[Insert Legal Name of The Firm] ([Abbreviated Name]) warrants that, to the best of our knowledge and belief:

1. None of the work specified in our proposal, including project design, labor and services, will be performed other than by firms from and within participating countries;
2. Except those items listed in paragraph 3 below, no materials or items of equipment specified in our proposal, down to and including identifiable sub-assemblies, will be manufactured or assembled by a firm other than from and within a participating country;
3. The following items are or will be manufactured or assembled in non-participating countries or include components, down to and including identifiable sub-assemblies, that are or will be manufactured or assembled in non-participating countries:

CLIN/Item Ref	Description	Country of Origin

4. No items equivalent to the ones specified in paragraph 3 above exist, in sufficient and reasonably available commercial quantities and quality to satisfy the requirements specified in the solicitation of offers, which are manufactured or assembled in participating countries, or which include components, down to and including identifiable sub-assemblies, which are manufactured or assembled in participating countries.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to NATO, the procurement officer may terminate the contract resulting from this solicitation for default.

Date :

Signature:

Name & Title:

Company:

Proposal Reference:

ANNEX D

LIST OF PERSONNEL

Position	Full Name	Nationality	Passport/ID Number

Date :

Signature :

Name & Title :

Company :

Proposal Reference :

ANNEX E**LIST OF SUBCONTRACTORS**

Name and Address of Sub-Bidder	DUNS Number ³	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date :

Signature :

Name & Title :

Company :

Proposal Reference :

³ Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NATO HQ identify SubContractors. If a SubContractor's DUNS is not known this field may be left blank.

ANNEX F**PRICE PROPOSAL – RFP – 2012/38**

On behalf of the firm stated below I hereby offer providing NATO IS with the services and deliverables (collectively referred as “ITEMS”) set forth in the schedule below, at the specified prices, and subject to the terms and conditions stated in the referred RFP.

A) Prices for services to be performed during the base contract period (15th January 2013 thru 31st December 2013)

ITEM	Mandays	Cost /day	Total Price
Preparation work			
Selection improvement proposals			
Programme management			
Programme coordination			
Design, delivery and coordination per residential module			
Design, delivery and coordination per distance module			
Coaching			
Projects			
IT platform			
Alumni activities proposal			
1-week exchange idea			
Travel costs			
Miscellaneous cost (list)			
TOTAL			

Date :

Signature :

Name & Title :

Company :

Proposal Reference :

REQUEST FOR PROPOSAL

RFP – 2012/38

**PROVISION OF ACADEMIC SUPPORT SERVICES:
NATO EXECUTIVE DEVELOPMENT PROGRAMME (NEDP)**

PROSPECTIVE CONTRACT

SERVICES CONTRACT

between

The North Atlantic Treaty Organization, located in Brussels, BELGIUM (hereinafter referred to as NATO)

and

XXXXXXXXXXXXXXXXXX, with its principal office located at XXXXXXXXXXXXXXXXXXXX (hereinafter referred to as the contractor; NATO and the contractor are hereinafter collectively referred to as the "parties").

In consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

1.1 This document (hereinafter referred to as the "signature page" or "Part I"), including all of its annexes, and the following named documents constitute the entire agreement between the parties (hereinafter referred to as the "contract" or the "agreement"):

- a. NATO IS Request for Proposals RFP – 2012/38, dated 8th October 2012;
- b. Contractor's proposal, dated XX XX 2012;
- c. Notification of contract award and
- d. The NATO IS General Contract Provisions (a copy of which can be obtained upon request).

1.2 The Annexes to this signature page are the following:

- a. Annex F: price schedule

1.3 In the event of any conflict or inconsistencies between or among any of the documents comprising this agreement, then the following order of priority shall apply:

- a. First, this Part I and Annex F;
- b. Second, Part II of the RFP (Contract Provisions)
- c. Third, Part III of the RFP (Statement of Work)
- d. Fourth, the NATO IS General Contract Provisions;
- e. Last, the contractor's proposal.

2 SCOPE

- 2.1 The contractor will provide academic support to the Talent Management & Organizational Development Service, Human Resources Directorate, NATO International Staff, in the design, delivery and development of its NATO-wide Executive Development Programme (NEDP).
- 2.2 The scope of work is specified in the Statement of Work (Part III of the solicitation documents).

3 CONTRACT PRICE

- 3.1 NATO shall pay the contractor, for the provision of the services described in this contract, according to the prices stated in Annex F (price schedule).

4 DURATION OF CONTRACT

- 4.1 This contract will be effective from 15th January 2013 (tentative) and, unless terminated at an earlier date by operation of law or in accordance with other terms and conditions of the contract, will terminate on 31st December 2013, without prejudice to the duration of any warranty period, confidentiality obligations, and contracting restraints that may be applicable in accordance with other terms of the contract.
- 4.2 The training course will take place subject to budget availability. The Organization reserves the right to cancel the training programme if not enough suitable candidates are identified. In both cases the contractor will be informed at least three months before the projected starting date of the programme.

5 EXTENSION OPTIONS

- 5.1 The initial contract duration may be extended throughout the exercise of one-year extension options, resulting in an extended contract duration which in no case shall exceed a maximum of 5 years.
- 5.2 NATO reserves the unilateral right to exercise the stated extension options, at its own discretion, and subject to contractor's satisfactory performance of the services specified in the contract.
- 5.3 Extension options shall be exercised in writing by NATO Procurement Service not later than 30 calendar days before the expiration of the basic or extended contract term.

Both parties have read, understand, and accept the terms of this contract which is therefore dated and signed.

Date:

NATO HQ

Date:

CONTRACTOR

Javier Carrasco

Head, Procurement Service

Name:

Position:

THE VALIDITY OF THIS CONTRACT WILL BE CONTINGENT UPON THE SIGNATURE
OF THE FINANCIAL CONTROLLER

Stéphane Chagnot

Financial Controller

Date

REQUEST FOR PROPOSAL

RFP – 2012/38

**PROVISION OF ACADEMIC SUPPORT SERVICES:
NATO EXECUTIVE DEVELOPMENT PROGRAMME (NEDP)**

PART II – CONTRACT PROVISIONS

1 DEFINITIONS, AND ACRONYMS

- 1.1 As used throughout this contract, the following terms shall have meanings specified below unless otherwise specified in the contract:
- 1.1.1 "Acceptance": the action by which NATO IS formally acknowledges that the contractor has fully demonstrated that contract services and deliverables are complete or have been performed according to the requirements set in the contract.
 - 1.1.2 "Days": calendar days;
 - 1.1.3 "Deliverables": the items, features or services to be delivered by the contractor at a milestone date or at any other stage during the performance of this contract and as more particularly described in the SOW or any other relevant contract document;
 - 1.1.4 "IPR": any intellectual property rights of any description irrespective of their stage of development or finalisation, including (but without prejudice to the generality of the foregoing) patents, registered trade marks and registered designs (and applications for the same), unregistered trade marks, copyright which includes the protection of computer software (any code), design right, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.
 - 1.1.5 "NATO HQ background IPR": any IPR owned by NATO IS which is not foreground IPR.
 - 1.1.6 "Contractor background IPR": any IPR owned by the contractor or licensed by a third party to the contractor which is not created in the course of or as the result of work undertaken for any purpose contemplated by the contract, but which is needed for the performance of the contract or for the exploitation of foreground IPR.
 - 1.1.7 "Third party IPR": any IPR owned by a third party not being NATO IS or the contractor or its subcontractor, which is needed for the performance of the contract or for the exploitation of foreground IPR. This term also includes any type of open source IPR.
 - 1.1.8 "Foreground IPR": any IPR created by the contractor or any subcontractor of the contractor in the course of or as the result of work undertaken for any purpose contemplated by this contract.
 - 1.1.9 "Background IPR" refers to any IPR owned by the contractor or by a third party, which is not created in the course of or as the result of work undertaken for any purpose contemplated by the contract, but which is needed for the performance of the contract or for the exploitation of Foreground IPR.
 - 1.1.10 "NATO participating country": any of the nations providing financial support to the project, namely, (in alphabetical order): Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy,

Latvia, Lithuania, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, The United Kingdom and The United States.

1.1.11 “NATO” shall refer to the North Atlantic Treaty Organization.

1.1.12 “NATO HQ” shall refer to the Headquarters of the North Atlantic Treaty Organization.

1.1.13 “NATO IS” shall refer to the NATO International Staff of NATO Headquarters.

1.1.14 The term "NATO Executive Development Programme" shall refer to the tailor-made academic programme to be designed, delivered and managed.

1.1.15 “Independent verification and validation” shall refer to processes independently performed by the contractor in order to determine whether development products of a given activity conform to the requirements of that activity, and whether contract deliverables of NATO projects satisfy their intended use and user needs.

2 SCOPE OF WORK AND DELIVERABLES

2.1 The scope of work and deliverables are specified in the attached Statement of Work (Part III).

3 INSPECTION AND ACCEPTANCE

3.1 All supplies and services may be subject to inspection and test by NATO IS, or its authorised representatives to the extent practicable at all times and places prior to acceptance, including the period of manufacture, or after delivery, or as otherwise specified in the contract.

3.2 No representative appointed by NATO for the purpose of determining the contractor's compliance with the technical requirements of the contract shall have the authority to change any of the specifications. Such changes may only be made by the Procurement Service in writing through a formal contract modification.

3.3 The presence or absence of a NATO representative shall not relieve the contractor from conforming to the requirements of this contract.

3.4 Acceptance of supplies or services shall take place when the NATO confirms acceptance of the supplies or services in accordance with the procedure specified in the contract, or if none is so specified then the NATO shall be deemed to have accepted the supplies or services without prejudice to any other remedies, when and as soon as any of the following events have occurred:

3.4.1 NATO has taken the supplies or services into use;

3.4.2 NATO has not exercised its right of rejection of the supplies or services within any period specified for that purpose in the contract; or

- 3.4.3 There being no period for exercising the right of rejection specified in the contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the supplies or services was effected in accordance with the contract.
- 3.5 Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

4 PRICES

- 4.1 Prices to be paid for the services performed under the contract are stated in the Part I. The referred prices include all the expenses in connection with this contract; therefore, no additional sums will be paid to the contractor for any cost that it could deem as necessary for the performance of the contract, unless otherwise specified in the contract.

5 PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 5.1 The contractor's pricing proposals for changes, amendments and claims shall be prices in accordance with the Organization's general pricing principles and any fair, reasonable and documented government pricing rules and regulations that may be relevant to the situation. The contractor shall provide cost information accompanied by appropriate substantiation as required by the Organization in accordance with the Organization's pricing principles, or such other format as may be agreed between the contractor and the Organization.
- 5.2 This provision will also apply to follow-on contracts of any nature including maintenance and supply of spare parts.
- 5.3 With respect to 5.1 and 5.2 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the contractor shall be responsible substantiation of such cases to the satisfaction of the Organization.
- 5.4 For the purposes of verifying that the cost or pricing data submitted in conjunction with proposals and claims are accurate, complete, and current, the Organization is granted the right of access to the contractor's facilities to examine (i) those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and (ii) the computations and projections used therein which were available to the contractor as of the date of the contractor's price proposal or claim, until the expiration of three (3) years from the date of final payment of all sums due under the contract.
- 5.5 The contractor, subject to the provisions of this clause, shall require subcontractors to provide to the Organization, either directly or indirectly: (i) cost or pricing data, (ii) access to subcontractor's facilities and records for the purposes of verification of such cost or pricing data; and (iii) a certificate of current cost or pricing data when

required.

5.6 If any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because the contractor, its subcontractors, or prospective subcontractors, furnished cost or pricing data which was not complete, accurate and current as certified in the contractor or subcontractor's certificate(s) of current cost or pricing data provided in accordance with paragraph 5.7 below, then the price or cost will be reduced accordingly and the contract will be modified in writing as may be necessary to reflect such reductions.

5.7 Certificate of current cost or pricing data

5.7.1 At the time of negotiating any price, including profit or fee, which is based upon the submission of cost or pricing data by the contractor, the contractor shall be required to submit a certificate of current cost or pricing data ("certificate").

5.7.2 Such certificates will certify that, to the best of the contractor's knowledge and belief, cost or pricing data submitted to the Organization in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.

5.7.3 All such certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as submitted, either actually or by specific identification in writing to the Organization or his representative in support of.....(claim, amendment, ECP#, etc.,) are accurate, complete and current as of(date).

Name of company

Signature

Printed name of signatory

Title of signatory

Date of signature

- 5.8 The contractor shall include the substance of this clause in all subcontracts under this contract that exceed the euro-value of EUR 156,000.
- 5.9 Preferred customer
- 5.9.1 For all supplemental agreements which are made for work which are furnished to the Organization without competition, the contractor shall offer prices on a "preferred customer" basis, that is offer prices which are as favorable as those extended to any government, agency, company, organization or individual purchasing or handling like quantities of equipment, parts, or services covered by the contract under similar conditions. In the event that prior to completing delivery under this contract the contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the contractor shall so notify the Organization and the prices of such items shall be correspondingly reduced by a supplement to this contract.
- 5.9.2 Price in this sense means "base price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on national policies or regulations.
- 5.10 Exceptions from cost or pricing data
- 5.10.1 In lieu of submitting cost or pricing data for modifications under this contract, the contractor may submit a written request for exception by submitting the information described in the following paragraphs. The procurement officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable:
- 5.10.1.1 Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- 5.10.1.2 If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
- 5.10.1.3 For a commercial item exception, the contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously

been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

- 5.10.1.3.1 For catalogue items, a copy of or identification of the catalogue and its date, or the appropriate pages for the offered items, or a statement that the catalogue is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalogue price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- 5.10.1.3.2 For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- 5.10.1.3.3 For items included on an active NATO framework contract, proof that an exception has been granted for the schedule item.
- 5.10.2 The contractor grants the procurement officer or another Organization's authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalogue or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalogue or marketplace.

6 INVOICES

- 6.1 All numbered invoices, exclusively established in English or French, shall be addressed to NATO Headquarters, Accounts Payable, Office of Financial Control, in duplicate. Each copy of the invoices shall contain the following certificate: *"I certify that the above invoice is true and correct and the payment has not been received"*. The certificate must then be followed by the signature of a duly authorised company official. The invoice shall show the reference and give a description of the services delivered.
- 6.2 NATO is fully exempt from customs duties and VAT for all transactions which amount to EURO 123,95 or more, exclusive of VAT. For this purpose, all invoices must bear the words : «NET OF VAT, ARTICLE 42, PARAGRAPH 3 - 3 OF THE CODE CIRCULAR N° 2/3.1.1978».

7 PAYMENTS

- 7.1 Payment for the services performed by the contractor as set forth in this contract shall be made net 60 (40 working days) from invoice reception date.

- 7.2 Payment will be made by NATO by bank transfer after receipt of invoices in duplicate for the agreed amount and after having being signed by NATO's responsible officer certifying that the goods have been received or the services have been rendered.
- 7.3 Payment will be made in the currency of the contract.
- 7.4 The contractor acknowledges that the payment is exclusively due for services rendered and/or deliverables received (where applicable) in accordance with the provisions of this contract and accepted as foreseen in this contract as performed to the satisfaction of NATO, and will be adjusted accordingly.

8 CONTRACT ADMINISTRATION

- 8.1 NATO reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that NATO shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. NATO undertakes to advise the contractor in writing whenever this right is to be exercised.
- 8.2 The contractor shall accept contract modifications only in writing from NATO IS Procurement Service.
- 8.3 All notices and communications between the contractor and NATO shall be written in English and may be personally delivered, mailed or faxed at the following address:

Contractor:

Tel: _____

Fax: _____

NATO HQ
Procurement Service – CB 1930
Boulevard Leopold III, 1110 Brussels, Belgium
Attn: Mr. Chris Piekoszewski
Fax:+32-2-707-4927

or to such address as NATO may from time to time designate in writing.

9 TECHNICAL DIRECTION AND ORDERING OFFICER

- 9.1 For its direct official control and coordination requirements, NATO designates the project manager specified below as the staff element that has authority to order services under the contract and to coordinate, monitor, and control contractor's performance under this contract:

NATO HQ
Executive Management Division
Talent Management & Organizational Development
Boulevard Leopold III
B-1110 Bruxelles, Belgium
Attn: Ms. Dawn Russell
Principal Project Manager
E-mail: russell.dawn@hq.nato.int

- 9.2 NATO may designate other staff elements as technical focal points for the execution of specific tasks. Their designation and contact details will be stated in the corresponding contract modification.
- 9.3 NATO focal point stated above has no authority to change the terms and conditions of the contract. If the contractor has a reason to believe that a purported representative of NATO is requiring effort based on terms inconsistent with those specified in the contract, the contractor shall immediately inform the NATO IS Procurement Service for ratification of the actions. Failure to obtain confirmation that the actions of NATO's employees, agents or representatives are under the authority of the contract shall render any subsequent claim null and void.
- 9.4 Upon receipt of such notification above, the NATO IS Procurement Service will 1) confirm the effort requested is within scope, 2) confirm that the instructions received constitute a change and request a proposal for a modification of scope and/or price or 3) rescind the instructions.

10 CONTRACTOR FURNISHED PROPERTY AND SERVICES

Except for those items or services specifically stated to be NATO furnished, the contractor shall furnish everything required to perform the contract.

11 SUB-CONTRACTS

- 11.1 The contractor has placed or intends to place the subcontracts stated in ANNEX E for the purpose of carrying out work pursuant to this contract.
- 11.2 The contractor shall apply to NATO for approval before placing any additional subcontracts, which approval shall not be unreasonably withheld.
- 11.3 Sub-contractors shall be limited to persons and firms of NATO participating countries, unless specifically authorised by NATO.

12 CONTRACTOR'S EMPLOYEES

- 12.1 The contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this contract; it shall strictly comply with all host nation labour laws, tariffs and social security and other regulations applicable to the employment of its personnel.
- 12.2 NATO shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor's employees, agents, or representatives are not eligible for any diplomatic privileges nor NATO employee benefits.
- 12.3 The contractor shall inform his employees, agents, and representatives under this contract of the terms of the contract and the conditions of the working environment.

13 KEY PERSONNEL

- 13.1 Contractor's employees or agents specifically identified in ANNEX D shall be considered as key personnel for the performance of the contract. Without prejudice to other applicable stipulations of the contract, key personnel shall be subject to the terms and conditions specified below.
- 13.2 A key personnel assigned to this contract shall remain working on the contract for as long as required by the terms of the present contract.
- 13.3 The contractor shall guarantee that suitable backup personnel will be available to promptly remedy situations of key personnel non-availability that may endanger the performance of services or deliverables set in the contract.
- 13.4 NATO reserves the right to reject a contractor's staff member after prior acceptance if NATO determines during contract performance that the individual is not providing the required level of support. NATO will inform the contractor in writing in case such a decision is taken, and the Contractor shall propose a replacement within 30 (thirty) working days after NATO's written notification.
- 13.5 NATO shall approve any replacement or additional key personnel according to the following procedure:

- 13.5.1 The contractor shall provide the name(s) and qualifications statement(s) of a nominee(s) for review by NATO at least 20 days before the intended date of replacement or the date when the nominee(s) is/are required to start work under the contract. If NATO accepts the nominations, this acceptance will be notified in writing to the contractor, who will be authorized to assign the nominated personnel to the contract on the date(s) established in the stated notification.
- 13.5.2 If NATO considers a nominee or nominees to be inappropriate for the required services, the contractor will be so notified and shall have not more than 20 (twenty) days to submit alternate nominees.
- 13.6 If the Contractor fails to provide in due time a compliant candidate, NATO may terminate this Contract for default, and in that event the Contractor shall be liable, in addition to the excess costs of re-procurement, for any damages accruing until such time as NATO may reasonably obtain delivery or performance of similar services.
- 13.7 The delay stated above shall be counted from the day NATO notifies the contractor, in accordance with paragraph 13.5.2 above, that the alternate nominees are considered to be non-compliant or inappropriate for the required services according to the requirements of the contract.

14 INDEPENDENT CONTRACTOR

- 14.1 The contractor's status shall be that of an independent contractor and it is expressly understood that neither the contractor (and its personnel) nor Sub-contractors shall be considered in any respect as being employees, servants or agents of NATO.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 Foreground IPR. Unless the contractor has advised NATO before contract award on existing third parties or contractor's rights arising otherwise than by virtue of this contract, and with due regard to national security regulations, all rights in the results of work undertaken by, or on behalf of, NATO for the purposes of this contract, including any technical data specifications, report, drawings, computer software data, computer programmes, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of NATO.
- 15.2 Background IPR. Background IPR shall remain the property of the party who owns the IPR. NATO hereby grants to contractor a royalty-free, non-exclusive, non-transferable license to use NATO's background IP as required to allow contractor to perform its obligations under the contract. Upon completion of the services and on receipt of payment in full by contractor, contractor will grant to NATO a royalty-free, non-exclusive, non-transferable license to use contractor's background IPR as required to allow NATO to use the deliverables produced by contractor for objectives and purpose related to or derived from this contract.

16 WARRANTIES AND REPRESENTATIONS

16.1 The contractor acknowledges that the certifications and representations provided as part of the contractor's proposal as incorporated in this contract are material representations of fact upon which reliance was placed when making award. If it is later determined that the contractor knowingly rendered an erroneous certification or representation, the Organization may terminate the contract for default, in whole or in part, and pursue such other remedies as may be permitted by law or this contract.

17 WARRANTY PERIOD

17.1 The warranty period for any deliverables and services performed under this contract shall be the longer of: (a) the specific warranty periods established in the SOW for individual deliverables; or (c) six months. The Warranty Period in all cases must commence upon acceptance

17.2 Throughout the warranty period the contractor shall make good any:

17.2.1 Defects in the deliverables; and

17.2.2 Breach of any other express or implied warranties that may be applicable;

arising out of or in connection with the contractor's failure to perform its obligations under this Contract (herein after collectively referred to as "warranty period Incidents") in accordance with this clause.

17.3 The contractor shall correct all warranty period Incidents arising during the warranty period without cost to NATO.

17.4 If the contractor fails to correct any warranty period Incidents within the timeframe specified in the SOW for the type of incident concerned, or if no specific timeframe has been established in the SOW for the type of incident concerned, within 30 working days of notification, NATO may on 10 working days written notice:

17.4.1 correct the warranty period incident or employ a third party to correct it; and

17.4.2 deduct from the prices to be paid, draw from the performance guarantee, or recover as a debt due from the contractor, all reasonable costs in so doing.

17.5 The contractor shall deploy all such additional resources as are reasonably required to remedy any warranty period incident as efficiently and quickly as possible.

18 CONTRACT LAW AND NATO'S SOVEREIGN IMMUNITY

- 18.1 The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract. The contractor confirms that it has been notified by the Organization prior to the contractor's signature of the contract to the effect that NATO, including its personnel, assets and facilities, enjoys immunity from jurisdiction and execution in all member states of the Alliance.
- 20.2 All disputes relating to this contract, which cannot be settled through the procedure specified in clause 19 below, will be subject to the arbitration procedure stated in clause 20 below.

19 DISPUTE RESOLUTION PROCEDURE

- 19.1 Except to the extent to which special provision is made elsewhere in the contract, all disputes, differences or questions which are not disposed of by agreement between the parties to the contract with respect to any matter arising out of or relating to the contract, other than a matter as to which the decision of the Organization under the contract is said to be final and conclusive, shall be decided by the Head of the NATO Procurement Service. The Head of the NATO Procurement Service shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor.
- 19.2 The Head of the NATO Procurement Service shall not proceed with the evaluation and decision in respect of any claim until and unless the contractor has submitted the attestation as foreseen in the "claims" clause of the contract, as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).
- 19.3 The decision of the Head of the NATO Procurement Service shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the Head of the NATO Procurement Service his decision to open arbitration proceedings in accordance with the clauses to follow. The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Head of the NATO Procurement Service.
- 19.4 Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract, unless otherwise instructed by the Head of the NATO Procurement Service or the procurement officer.

20 ARBITRATION CLAUSE

- 20.1 Disputes arising from the performance and/or the interpretation of the contract which are not settled amicably will be submitted to arbitration as follows:
- 20.1.1 The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty days from the date of receipt of this letter, the

parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by NATO, another by the other contracting party, and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal, within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Arbitration Court in The Hague.

- 20.1.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 20.1.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 20.1.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he/she is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO; if he/she is of another nationality, no NATO classified documents or information shall be communicated to him.
- 20.1.5 An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 21.1.1 above.
- 20.1.6 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force.
- 20.1.7 The award of the Arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.

21 RESTRICTIONS ON SUBCONTRACTOR SALES TO NATO

- 21.1 Except as provided in paragraph 21.2 of this clause, the contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Organization of any item (including services) or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- 21.2 The prohibition in paragraph 21.1 of this clause does not preclude the contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph 21.1 applies only to the extent that any agreement restricting sales by subcontractors results in the

Organization being treated differently from any other prospective purchaser for the sale of the commercial item(s).

- 21.3 The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under this contract which exceed the NATO simplified procurement threshold (EUR 39,000).

22 PROTECTING NATO'S INTEREST WHEN SUBCONTRACTING

22.1 The Organization suspends or debar contractors to protect the NATO's interests. The contractor shall not enter into any subcontract in excess of EUR 39,000 with a contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

22.2 The contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed EUR 39,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any NATO entity.

22.3 A corporate officer or a designee of the contractor shall notify the procurement officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment. The notice must include the following:

22.3.1 The name of the subcontractor.

22.3.2 The contractor's knowledge of the reasons for the subcontractor being debarred, suspended, or proposed for debarment.

22.3.3 The compelling reason(s) for doing business with the subcontractor notwithstanding its debarment conditions.

22.3.4 The systems and procedures the contractor has established to ensure that it is fully protecting the NATO's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

23 NOTIFICATION OF OWNERSHIP CHANGES

23.1 The contractor shall make the following notifications in writing:

23.1.1 When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the procurement officer within 30 days.

23.1.2 The contractor shall also notify the procurement officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

23.2 The contractor shall:

23.2.1 Maintain current, accurate, and complete inventory records of assets and their costs;

23.2.2 Provide the procurement officer or designated representative ready access to the records upon request;

23.2.3 Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and

23.2.4 Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

23.3 The Contractor shall include the substance of this clause in all subcontracts under this contract that exceed the euro-value of EUR 156,000.

24 ASSIGNMENT

24.1 The Organization reserves the right to assign this contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO nations. In such a case, the Organization shall notify the contractor in writing.

24.2 The Organization shall remain responsible for its obligations under the contract and for the actions of the body, agency or representative to which this contract may be assigned.

25 TERMINATION FOR DEFAULT

25.1 The Organization may, subject to the provisions of clause 25.6 below, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

25.1.1 if the contractor fails to make delivery of all or part of the services or products within the time specified herein or any purchase order issued under the terms of the contract;

25.1.2 if the contractor fails to perform any of the other provisions of this contract; or

25.1.3 if the contractor so fails to make progress as to endanger performance of this contract in accordance with its terms.

25.2 In the case of any of the three circumstances set forth in clause 25.1 above, the Organization shall issue a letter to the contractor stating that an actual or potential default exists and requiring a response from the contractor within 10 (ten) calendar days that identifies:

25.2.1 In the case of late delivery of services or products, a statement of when the

contractor shall perform the services or deliver the products, and what circumstances exist which may be considered excusable delays under clause 26.6 hereto,

- 25.2.2 In the case of circumstances identified in clauses 25.1.2 and 25.1.3 what steps the contractor is taking to cure such failure(s) within a period of ten (10) days (or such longer period as the Organization may authorize in writing) after receipt of notice in writing from the Organization specifying such failure and identifying any circumstances which exist which may be considered excusable delays under clause 26.6 hereto.
- 25.3 The Organization will evaluate the response provided by the contractor or, in the absence of a reply within the time period mentioned in clause 25.2 above, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 25.3.1 sufficient grounds exist to terminate the contract in whole or in part in accordance with this clause and that the contract is so terminated;
- 25.3.2 there are mitigating circumstances and the contract should be amended accordingly; or
- 25.3.3 the Organization will enter a period of forbearance in which the contractor must show progress, make deliveries, or comply with the contract provisions as specified by the Organization. The Organization may apply other remedial actions as provided by this contract or entitled by law during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Organization's rights to terminate the contract for default.
- 25.4 At the end of the period of forbearance, which may be extended at the Organization's discretion, the Organization may terminate this contract in whole or in part as provided in clause 25.1, if the contractor has not made adequate progress, deliveries or compliance with the contract provisions as per the terms and conditions established for the period of forbearance.
- 25.5 In the event the Organization terminates this contract in whole or in part, as provided in clause 25.1, the Organization may procure, upon such terms and in such manner as the Organization may deem appropriate, services or products similar to those so terminated, and the contractor shall be liable to the Organization for any excess costs incurred in the procurement of such similar services or products as well as for any and all other costs incurred by the Organization due to the contractor's failure to perform; however, the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 25.6 Except with respect to the default of subcontractors, the contractor shall not be held liable for a termination of the contract for default if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, causes of force majeure and acts of sovereign governments which the contractor could not

reasonably have anticipated; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, without the fault or negligence of either of them, the contractor shall not be held liable for a termination for default for failure to perform unless the products, works, or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

25.7 If this contract is terminated as provided in clause 25.1, the Organization, in addition to any other rights provided in this clause and the contract, may require the contractor to transfer title and deliver to the Organization, in the manner and to the extent directed by the Organization:

25.7.1 any completed designs, business process models, data models or definitions, software scripts or code, schemas, training materials or any other material artefact relating to the fulfillment of the contract;

25.7.2 such partially completed designs, business process models, data models or definitions, software scripts or code, schemas, training materials, any other material artefact relating to the fulfillment of the contract, and all contract rights (hereinafter referred to as "Work In Process") as the contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated;

25.7.3 and the contractor shall, upon direction of the Organization, protect and preserve property in the possession of the contractor in which the Organization has an interest. Payment for completed products, works, or services delivered to and accepted by the Organization shall be at the contract price. Payment for work in process delivered to and accepted by the organization and for the protection and preservation of property shall be in an amount agreed upon by the contractor and Organization, failure to agree to such amount shall be a dispute within the meaning of clause 19 of this Contract. The Organization may withhold from amounts otherwise due to the contractor for such completed services or products or Work In process such sum as the Organization determines to be necessary to protect the Organization against loss because of outstanding liens or claims of former lien holders.

25.8 If after such notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause and that the parties agree that the contract should be continued, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. Failure to agree to any such adjustment shall be a dispute that shall be settled through the procedure specified in clause 19 above).

25.9 The rights and remedies of the Organization provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

26 PARTICIPATING COUNTRIES

- 26.1 None of the work performed under this contract, including project design, labour and services, shall be performed by firms other than from and within NATO participating countries.
- 26.2 No materials or items of equipment to be provided under the contract, down to and including identifiable sub-assemblies, will be manufactured or assembled by a firm other than from and within a NATO participating country.
- 26.3 The contractor warrants that, to the best of the contractor's knowledge and belief, any exceptions to the origin of supplies established in paragraph 26.2 above have been disclosed as part of the contractor's proposal as incorporated in this contract.
- 26.4 The contractor agrees that if any deviations from the origin of supplies specified in this clause or in the contractor's proposal is discovered after award, the contractor will make a full disclosure in writing to the Organization. This disclosure shall include a description of the actions which the contractor has taken or proposes to take, after consultation with the Organization, to avoid the deviation and any cost and price data that may be reasonably required by the Organization in order to assess any price reductions that the Organization may be entitled to in accordance with the terms of this clause.
- 26.5 Any deviation from the origin of supplies specified in this clause or in the contractor's proposal must be approved in writing by the Organization. If such a deviation results in a reduction of the costs originally foreseen by the contractor for the performance of the contract, the Organization will be entitled to an equitable reduction of the contract price and the contract will be modified accordingly. In no case a deviation from the origin of supplies specified in this clause or in the contractor's proposal will result in an increase of contract prices.
- 26.6 If the contractor was aware of a potential deviation prior to award or discovered an actual or potential deviation after award and did not disclose or misrepresented relevant information to the Organization, the Organization may terminate the contract for default, in whole or in part, and pursue such other remedies as may be permitted by law or this contract.

27 APPLICABLE REGULATIONS

- 27.1 The contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices of the country of installation with respect of any works carried out at the designated installation sites stated under this contract.
- 27.2 The contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include

compliance with the country of installation's safety provisions.

27.3 In the performance of all work under this contract, it shall be the contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' security officer.

28 CORRUPTION AND ILLICIT GRATUITIES

28.1 The contractor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any NATO personnel, with a view to securing a contract or favorable treatment with regard to the award, modification or execution of this contract.

28.2 The Organization may, by registered letter, terminate this contract without prior notice if it is found, after an investigation instituted by the Organization, that gratuities (in the form of entertainment, gifts or others) were offered or given by the contractor to NATO personnel with respect to the award of this contract or to the taking of any decision regarding its execution.

28.3 If this contract is terminated under paragraph 28.2 of this clause, the Organization shall be entitled to pursue the same remedies as in a breach of the contract and any other remedies and compensations provided by law or regulation.

29 RELEASE OF NEWS/INFORMATION.

29.1 No news release (including photographs and films, public announcements, etc.) on any part of the subject matter of this contract shall be made by the contractor without prior written approval by the NATO procurement officer.

29.2 Furthermore the contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO in connection with its business or for any other purpose outside the scope of this contract.

30 CONFIDENTIAL INFORMATION.

30.1 For purposes of this clause, "confidential information" shall include all information pertaining to any part of this contract or any project related to this contract that has or could have commercial value or other utility in the business in which NATO, the contractor or other current or prospective NATO contractors are engaged. If confidential information is in written form, NATO shall label or stamp the materials with the word "commercial in confidence". If confidential information is transmitted orally, NATO shall promptly provide a writing indicating that such oral communication constituted confidential information. Information provided to the contractor through NATO classified networks shall also be considered as confidential information.

30.2 Contractor's obligations under this clause do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known

through no fault of the contractor; (b) independently discovered or created by the contractor before disclosure by NATO; (c) learned by the contractor through legitimate means other than from NATO or its representatives; or (d) is disclosed by the contractor with NATO's prior written approval.

- 30.3 Without prejudice to other obligations imposed by NATO security regulations, the contractor shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of NATO. The contractor shall carefully restrict access to confidential information to employees, sub-contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this contract. The contractor shall not, without prior written approval of NATO, use for the contractor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of NATO, any confidential information. The contractor shall return to NATO any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to confidential information immediately, if NATO requests it in writing.
- 30.4 The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company contracts to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these contracts to NATO. These contracts are not intended to protect information which is available to NATO or to the contractor from other sources and furnished voluntarily without restriction.
- 30.5 The provisions of this clause and the associated contractor's duties shall survive the termination of this contract and remain in effect until NATO sends the contractor written notice releasing the contractor from the obligations imposed by this clause, or for a further period of 1 (one) year after contract close-out, whichever occurs first, and without prejudice to other obligations imposed by applicable NATO security regulations.
- 30.6 The contractor shall include the substance of the language of this clause in any subcontract/contract issued for the purpose of the fulfilment of the obligations contracted under this contract regardless of the legal nature of the entity subscribing such subcontract. Additionally, contractor's key personnel shall be required to sign the non-disclosure certificate.
- 30.7 If the contractor fails to comply with any of the terms and conditions of this clause, NATO HQ may terminate the contract for default, in whole or in part, and pursue such other remedies as may be permitted by law or this contract.

31 SECURITY

31.1 SECURITY MEASURES

31.1.1 The security officer appointed by the contractor must undertake to:

- 31.1.1.1 Employ only nationals of the NATO member nations at the NATO permanent HQ.
- 31.1.1.2 Use for the present contract only personnel approved by the NATO Office of Security – which is not required to justify its decisions – and for whom a security clearance has been issued by national authorities;
- 31.1.1.3 Provide, at least 2 full working days before each member of his staff begins his duties, a copy of the security clearance for that staff member and confirmation that each staff member has received a security briefing;
- 31.1.1.4 Immediately terminate the employment at the NATO site of any member of his workforce whose presence is regarded as undesirable by the Organization, without the latter being required to give the grounds for its request. Moreover, NATO shall in no circumstances be held liable for the consequences of such a decision.
- 31.1.1.5 Ensure that members of his workforce are informed that they and their vehicles may be searched on entering or leaving NATO.
- 31.1.1.6 Ensure his staff members are informed that they will, on their first visit, be required to sign a certificate acknowledging their liability for their activities at NATO Headquarters.

ANNEX A

DECLARATION

To be signed by the contractor's consultants working in the NATO's premises upon commencement of Contract No 2013/XX

I UNDERSTAND:

That I must preserve the security of all classified /commercial-in-confidence information which comes to my knowledge as a result of the contract stated above and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorised person even within my own company, any classified/commercial-in confidence information gained by me as a result of my involvement in the contract with NATO HQ, unless prior permission for such disclosure has been granted by the NATO HQ.

That I must not, without the approval of the NATO HQ, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my official duties for NATO HQ.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my official duties, save such as I have been duly authorised to retain.

That if I violate prescribed security practices either intentionally or accidentally, my involvement in the referred contract shall be immediately terminated.

That the provisions of the above declaration apply not only during the period of the referred contract with the NATO HQ, but also after the stated contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

That I will be considered as a key personnel as specified in the referred contract and therefore shall comply with all regulations and restrictions applicable to key personnel.

That I commit to fulfil my obligations for the period of performance mentioned in the contract (including the optional periods) unless major events beyond my reasonable control happen.

That should I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the company that is currently employing me has provided NATO with an acceptable suitable substitute in accordance with the terms of the contract.

_____ Date _____
Full name (in block capitals) Signature

REQUEST FOR PROPOSAL

RFP – 2012/38

**PROVISION OF ACADEMIC SUPPORT SERVICES:
NATO EXECUTIVE DEVELOPMENT PROGRAMME (NEDP)**

PART III - STATEMENT OF WORK (SOW)

NATO EXECUTIVE DEVELOPMENT PROGRAMME (NEDP) STATEMENT OF WORK (SOW)

1. PROCUREMENT SCOPE

- 1.1. NATO HQ is looking for an academic partner to work with in the design, delivery and management of its NATO-wide Executive Development Programme (NEDP). Working with the Talent Management & Organizational Development (TMOD) Service, the provider will work closely with TMOD to understand how the objectives of the programme can best be aligned with available resources. Expert resourcing, content delivery and professional management of the programme will ensure continued positive feedback of the programme from major stakeholders.

The TMOD Service is located in Brussels at NATO Headquarters and provides the sponsorship and administration for the NEDP on behalf of the numerous NATO entities. The Service comprises five personnel and deals with training, development, staff performance and the development of the Organization. It is part of the Human Resources Directorate, which is in turn part of the Executive Management Division.

The present structure of the NEDP includes distance learning and one-week residential modules (currently: the provider's premises; the NATO Defence College in Rome, Italy; the NATO School in Oberammergau, Germany; HQ Allied Command Transformation in Virginia, US; and NATO HQ in Brussels, Belgium). It is expected that the provider be present with the group during residentials whenever possible.

2. BACKGROUND INFORMATION

- 2.1. NATO comprises over 6500 international civilian posts dispersed across more than 50 locations and 22 NATO bodies. NATO civilians are governed by the provisions of the Civilian Personnel Regulations and have standard terms and conditions of service, yet the very different locations, nationality mixes, organizational structures and functions of the various bodies make it difficult to define a common "corporate" culture.

Civilian staff work under various contracts of definite and indefinite duration and fall into one of four categories: "A", "L", "B" or "C"; each of which has a number of grades equating to levels of responsibility. In principle the NEDP is designed, primarily, for staff members at NATO A2 to A5 (or L2 to L5) who have the potential to grow within the Organization. The programme may consider B grade staff depending on the circumstances or merits of an application. Definitions of the grades are at Annex A to this Statement of Work.

- 2.2.** First launched in September 2009 after extensive collaboration with key internal stakeholders, the programme is designed to build a cadre of key staff in influential positions across NATO who will have a shared understanding of NATO's complex organisational environment and future challenges. The programme should increase collaboration between civilian staff across NATO, strengthen NATO's core values, improve personal performance and foster a common NATO-wide culture.

NATO does not currently have a career development framework for its employees, but instead uses an open competition approach for internal and external candidates alike for both upward and lateral moves. The NEDP is therefore not a component of an Organization-managed career.

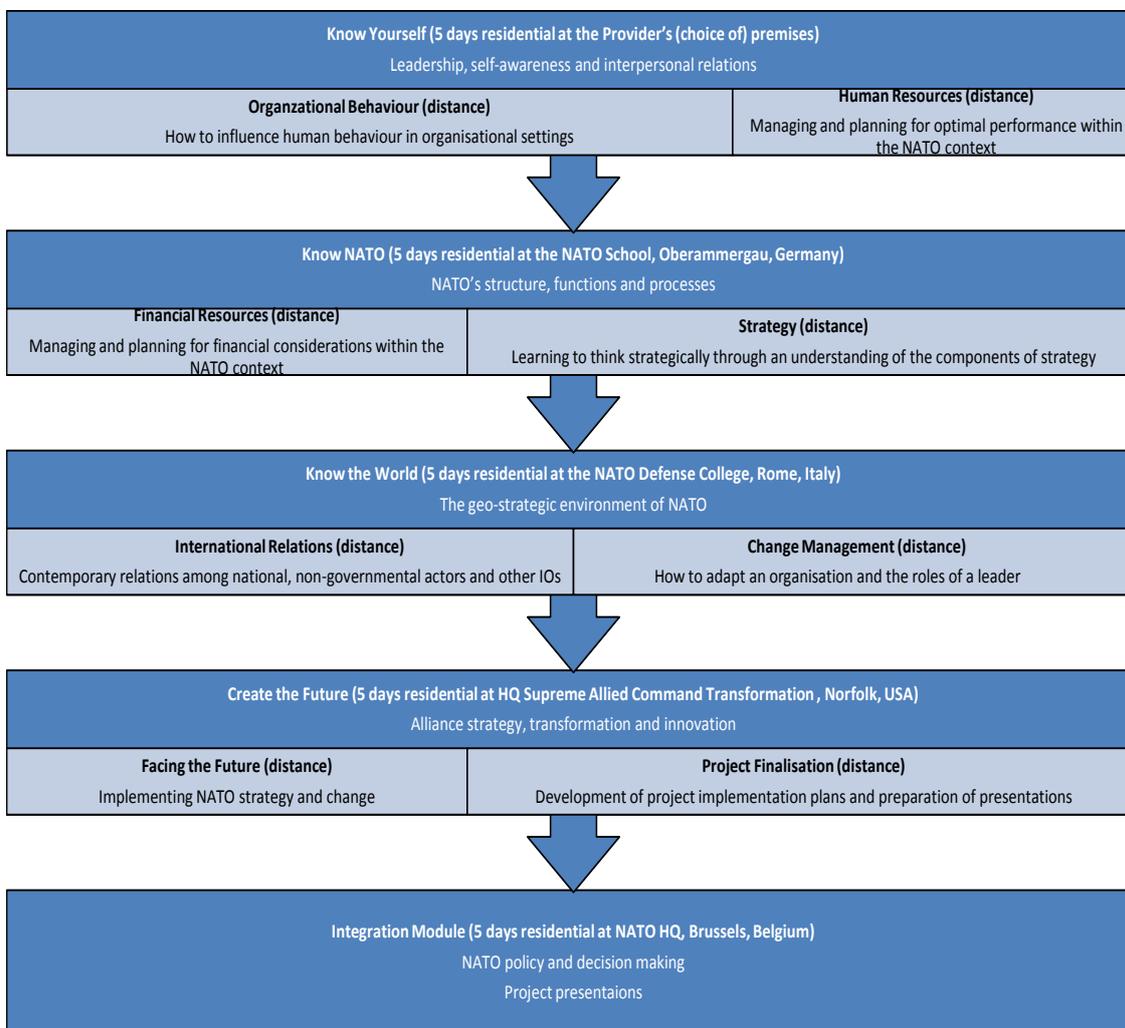
A recent evaluation of the programme and the three completed cycles confirmed that the programme is very well supported across the Organization and gave innovative ideas on further improving the programme quality. In this Request for Proposals (RFP) viable programme improvements have either been incorporated in the description of deliverables or have been mentioned as possible inclusions in future iterations of the programme.

3. PROGRAMME DETAILS

- 3.1.** NATO is searching for an academic partner to provide an integrative framework for the programme based on the action learning principle. It will consist of tailored reading and instruction, interactive learning assignments, case studies, exercises and group interaction over a ten-month period. It will provide skills training and practical exercises in the areas of leadership and intercultural relations, and will prepare staff to collaborate more closely while understanding and working with differences.

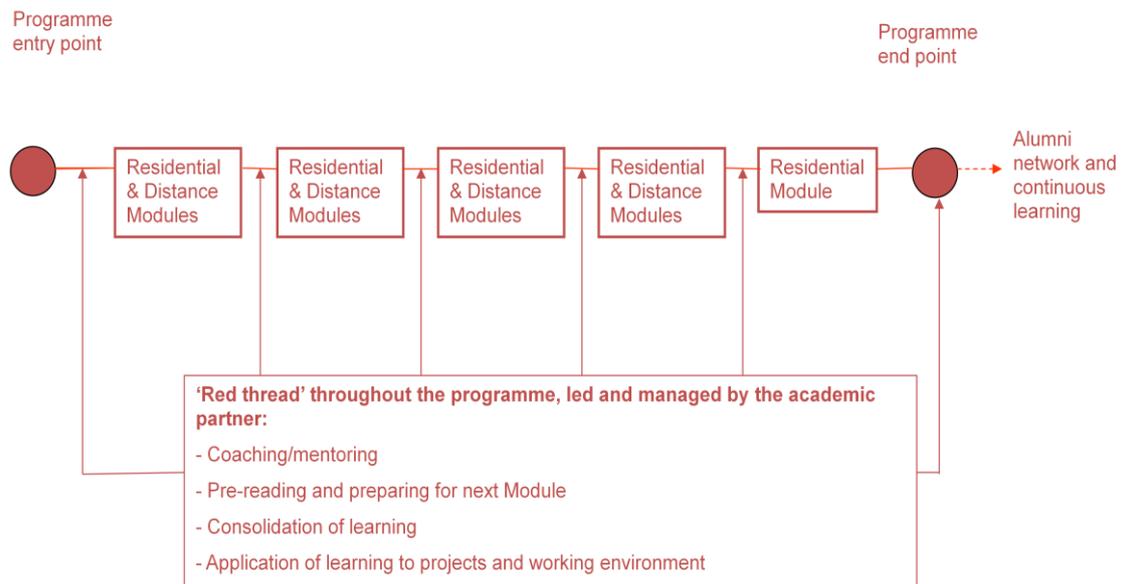
Significant emphasis of the NEDP will be on developing the knowledge, skills and attributes required for success in senior positions within the Organization, i.e. self-awareness, effective communication, strategic thinking and broad knowledge of NATO's working environment and challenges. There will be a focus on group experience in decision making, negotiated consensus, and shared responsibility and accountability. Individuals will be exposed to contemporary theories of management and leadership and will be given opportunities to practice and demonstrate conceptual, critical and creative thinking and problem solving. It is expected that participants will engage in networking during, and long after, the programme's completion through the alumni network.

- 3.2.** The twenty-four selected participants per cycle sign up and commit to the programme which runs from September to May/June. It comprises residential modules of five days each, taking advantage of the existing NATO education structure, plus distance learning modules of study, on-line interaction and research. Each module aims to contextualize and build on the previous module and introduce the next residential module, i.e. providing the 'red thread' of the programme. The distance learning will be carefully tailored by the selected provider to enhance and link the residential modules to bring the programme together.
- 3.3** The module outlines are below and their learning objectives can be found at Annex B to this Statement of Work. Although the proposed structure presents a logical content flow, it may need to be adapted to align with the availability of NATO-offered residential modules.



- 3.4** NATO-specific and -sponsored group projects will be assigned to the participants during the first residential module and will be developed by taking into account and incorporating the relevant learning from each module, and by regular guidance with the NATO project sponsor and academic provider.

- 3.5 Regular feedback and informal assessment should be given to participants during and following each module and throughout the development of group projects. Academic accreditation should be offered whenever possible.



4. ACADEMIC PROVIDER AND PERSONNEL

- 4.1. The provider should have experience of successful collaboration with comparable organisations on similar development programmes and should have at its disposal (in- or outsourced) the necessary staff skills to design, deliver and manage the NEDP. Evidence to this effect should be provided with testimonials, curricula vitae, references and independent rankings.
- 4.2. Roles to be fulfilled by the academic provider include Programme Manager, Programme Co-ordinator, Coach, Lecturer, IT Platform Manager, Contract Manager. A combination of roles may be envisaged.
- 4.3 The Programme Manager, Co-ordinator and Coach in particular will need to routinely demonstrate an understanding of the programme's aims within the NATO context and sensitivity to a political and culturally-diverse working environment.
- 4.4 The main responsibilities of TMOD will be:
- the continuing strategic relevance and appropriateness of the NEDP;
 - programme funding and resourcing;
 - communication with the key sponsor and main stakeholders across NATO;
 - leadership and direction to support the implementation of the NEDP based on its aims and objectives, coupled with the evaluation of available options;
 - assessment of provider performance;
 - provision of group projects and sponsors;
 - programme advertising and communication with NATO-wide HR points of contact and potential candidates.

4.5 A collaborative and open working relationship is desired where joint responsibility and decisions for planning, monitoring and corrective actions can take place with the aim of meeting programme outcomes and implementing continuous programme improvements.

4.6 The instruction and working language of the programme is English. However, an ability to work in French (NATO's other official language) and any additional languages would be an asset, but is not necessary.

5. QUALITY CONTROL & ASSURANCE

5.1. A work plan should be included in the bid that reflects realistic estimations of tasks and timings from the contract award (circa January 2013) to the start of the fourth NEDP cycle (normally in September 2013). Joint working plans will be developed by the Provider and agreed upon by TMOD pre-implementation for the smooth running of the programme thereafter.

5.2 Provider performance will be assessed against areas of work and deliverables detailed below and the subsequent work plans to be submitted as part of the proposal and in the design and preparation for delivery stage.

6. HOURS OF OPERATION

6.1. Normal working hours of TMOD are 08.00-18.00, Monday to Friday excluding recognised NATO holidays and periods of personal leave. Given that the majority of distance learning and NEDP group interaction will take place outside normal working hours, it will be necessary for the relevant lecturers to be available for some of that time for on-line or telephone exchanges.

7. ACADEMIC PROVIDER AREAS OF WORK

7.1. Selection of participants

<i>Currently a four-month process from NATO-wide advertising and communication to the formal selection and informing of candidates, applying NATO bodies and stakeholders. The process includes decentralised selection panels at NATO bodies to put forward short-listed candidates to a central selection panel at NATO HQ.</i>	
Process & Tools	<ul style="list-style-type: none"> • The provider is to work with TMOD to verify and enhance the selection guidance given to local selection panels to propose the most appropriate candidates for the NEDP. • Tools to facilitate the process and selection criteria should also be reviewed and improved.

7.2 Residential modules

<i>Five modules in the programme are residential, each lasting a working week. The first is likely to be held at the provider's premises and the other four at NATO learning establishments and NATO HQs (Oberammergau (GE), Rome (IT), Norfolk (US) and Brussels (BE)).</i>	
Liaison	<ul style="list-style-type: none"> • The provider will establish early contact (through TMOD) with the module points of contact to form an effective and collegial working relationship and start early module planning. • The provider will act as primary point of contact for the programme.
Design & Development	<ul style="list-style-type: none"> • Within the scope of the NATO learning establishment, the provider will work towards designing the module to meet the learning objectives. In the development phase, attention should be given to securing expert briefers who use modern delivery and teaching methods. • Module content may overlap slightly previous/future content (i.e. the red thread) or present a different interpretation, but should not be redundant.
Logistics	<ul style="list-style-type: none"> • Timely provision of clear practical arrangements will be provided to the participants, along with any module pre-reading or preparation. • The provider will act as primary logistics co-ordinator through the NATO learning establishment or HQ.
Learning transfer	<ul style="list-style-type: none"> • The action learning principle should be used to ensure that module learning is applied on return to work.

7.3

Distance modules

<p><i>Delivered between residential modules via an interactive and modern platform and by an expert facilitator, distance modules can last between one and six weeks. It will be important for the momentum of the group following the residential modules be continued and that the red thread be evident.</i></p>	
Delivery	<ul style="list-style-type: none"> • The provider should seek the right balance between synchronous/asynchronous, as well as directed and self-paced work. • On-line facilities are to be provided and should be modern, flexible and able to accommodate multimedia. • Expert and proven lecturers/facilitators are to be resourced by the provider, who can deliver the latest research and concepts and make them relevant to the NATO context.
Design & Development	<ul style="list-style-type: none"> • The provider will work towards designing the modules with the lecturers to meet the learning objectives. In the development phase, attention should be given to module and programme content coherence. • Module content may overlap slightly previous/future content (i.e. the red thread) or present a different interpretation or illustration, but should not be redundant.
Logistics	<ul style="list-style-type: none"> • Timely provision of module pre-reading or preparation should be made available by the provider to participants, as well as clear instructions for module progression and assignments. • The provider will act as primary logistics co-ordinator through the NATO learning establishment or HQ.
Learning transfer	<ul style="list-style-type: none"> • The action learning principle should be used to ensure that module learning is applied on return to work. Assignments on topics of most relevance to the participant and related to a current work objective could be considered at one point or another during the programme.

7.4 IT platform

<p><i>A requirement to support the distance learning modules, the platform should be modern and easy to use and hosted by the provider.</i></p>	
Adaptation or Design	<ul style="list-style-type: none"> • Several working areas need to be available to participants, e.g. module learning, library, links, administration, alumni, chat, private space and project development. Others areas may be proposed. • The platform should require a secure log-on/password and be accessible via the internet. • The provider will ensure that, to the maximum extent possible, information and data be transferred and incorporated into any new or adapted platform.
Platform management	<ul style="list-style-type: none"> • The provider will ensure timely population of the platform with learning and background material, programme information, calendar, profiles and contact details, instructions etc. • The platform should be the first port of call for information for participants. • Maintenance and technical updates to be provided.

7.5 Red thread

<p><i>Coherence will be key in making the NEDP a programme of learning instead of a number of sequenced modules. The core of the programme is the individual and s/he must be given the opportunity to gain the necessary knowledge, skills and abilities to show leadership through learning vehicles.</i></p>	
Core skills of NATO leadership	<ul style="list-style-type: none"> • The provider will ensure a continuous 'leadership' theme is prominent throughout the programme. Module learnings, networking, coaching and project development should all move the participant towards a higher performance levels of NATO leadership skills: awareness of self and others, communication, strategic thinking, NATO knowledge, expertise.
Link to the participant and Organization	<ul style="list-style-type: none"> • Learnings will be made relevant to the participant and his/her particular working environment and personal profile. • Where possible, the provider should integrate the considerable expertise of the participants and leverage it to enhance the content quality and relevance at residential modules.
Links between the modules	<ul style="list-style-type: none"> • Keeping with the key 'leadership' theme of the NEDP, progress through the programme should slowly build these skills in a logical way. • A subject may be tackled at every NATO residential module, but at different levels, e.g. tactical, operational and strategic; or from different perspectives, e.g. NATO, Nations, NGO.
Project development	<ul style="list-style-type: none"> • Very closely connected to the gradual development of the participants, learnings will be integrated into the problem-solving process.

7.6 Group projects

<p><i>Projects are the 'constant' of the programme and the main learning vehicle for participants and the development of their leadership skills. Projects are proposed and sponsored by different NATO bodies, must present a realistic challenge/problem and offer opportunities to impact an important area of NATO work. Participants are assigned to projects that are outside of their expertise.</i></p> <p><i>Project results are one of the primary short-term returns on investment of the NEDP to NATO.</i></p>	
Proposals & Definition	<ul style="list-style-type: none"> The provider will contribute to the assessment of project proposals in terms of project feasibility and work with TMOD to present them clearly to the participants.
Coaching and feedback	<ul style="list-style-type: none"> The provider will coach the project groups in their team dynamics, appropriate interaction with sponsors, logical development of projects, how to think creatively and effective presentation skills.
Implementation and follow-up	<ul style="list-style-type: none"> Very often following the project presentations to stakeholders (and the end of the formal programme), implementation is left solely to the project sponsor. The provider should suggest ways to encourage the sponsor and project group to continue communication and follow-up of recommendations.

7.7 Coaching

Personal leadership and effectiveness	<ul style="list-style-type: none"> The provider will help participants to bridge learning to effective doing in the workplace, leading to higher performance of the individual and their intermediate area of influence. Participants' development should be one of self discovery.
Project deliverables per team	<ul style="list-style-type: none"> Participants will be coached on seeing others' perspectives and finding consensus to reach common goals. Project outputs (written report and presentation) will be designed and delivered in the most effective way possible to assure stakeholder interest and buy-in.

7.8 Programme management

<p><i>The Programme Manager will be the primary point of contact for TMOD for the successful planning, execution and management of the NEDP.</i></p>	
Design & Implementation	<ul style="list-style-type: none"> • The provider will propose the overall design of the programme with the red thread clearly visible, as well as the distance modules and the first residential module. • The second to fifth residential modules will be designed by the Provider in co-ordination with the relevant NATO learning establishment or HQ. • Draft and final designs will be approved by TMOD for implementation by the provider. • Improvement areas recommended by assessment, evaluation and feedback will be incorporated into future designs.
Planning & Monitoring	<ul style="list-style-type: none"> • The provider will develop timely working plans for the different stages of implementation, to be approved by TMOD. • The provider will raise any issues and problems (verbally or written) immediately with TMOD and propose potential solutions for discussion.
Resource management	<ul style="list-style-type: none"> • The Programme Manager will be responsible for the planning and sound management of the project budget and provider personnel. • The Provider will deal directly with NATO's Procurement Service on all contractual arrangements.

7.9 Programme co-ordination

<p><i>The Programme Co-ordinator will be the primary point of contact for TMOD and the participants for the successful day-to-day management of the NEDP.</i></p>	
Information management	<ul style="list-style-type: none"> • The Co-ordinator will co-ordinate and make available to participants all programme information, logistics, instructions and learning materials in the most appropriate form and at the most appropriate time.
Day-to-day group management	<ul style="list-style-type: none"> • Queries on the above will be dealt with efficiently and effectively by the Co-ordinator or put to the Programme Manager if necessary.

7.10 Assessment and evaluation

<i>To verify that there is coherence between the objectives of the programme and its design, and that it remains in line with Organizational requirements.</i>	
Modules	<ul style="list-style-type: none"> The Provider will collect feedback on the achievement of module learning objectives and recommendations for improvement.
Participants	<ul style="list-style-type: none"> The value that participants place on the learning and experience of each module will be assessed by the Provider. In addition, the degree of transfer learning will be assessed and an analysis submitted. Feedback on assignments will be given to participants by the lecturers and/or facilitators.
Programme	<ul style="list-style-type: none"> The Provider will evaluate the success of participants in meeting the wider objectives and aims of the programme, i.e. those outside module learning objectives.
Lecturers/facilitators	<ul style="list-style-type: none"> Participants will be requested to provide feedback on the performance of the lecturers/facilitators so as to perfectly match the needs of the participants.

7.11 Alumni network

<i>Three cycles of the NEDP have so far been completed, building up an alumni pool of 72 NATO potential leaders. TMOD does not offer a formal structure for the group, nor manage the informal initiatives that come from the group.</i>	
Activities	<ul style="list-style-type: none"> The Provider will put forward ideas for low-cost initiatives that will be of benefit to the alumni and to the Organization.
Platform	<ul style="list-style-type: none"> The alumni may use a section of the Provider's distance-learning portal, but other methods may be considered to allow a mobile, free-flowing exchange between members of the group.
Cohesion	<ul style="list-style-type: none"> Given the geographic and functional disparity of group members, the Provider is asked to suggest ideas to bring the group together psychologically and emotionally.

7.12 An idea to consider for the future

<p>A 1-week exchange with another NATO body or industry to learn about other working methods and environments, share best practice, broaden experience and to integrate the learning on return. The provider should make proposals on how this idea might be implemented either as part of the nine-month programme or as an activity for the Alumni.</p>

12. TIMELINES

- 12.1** It is foreseen that the provider be selected to start working with TMOD in January 2013, with the aim of starting the fourth cycle of the NEDP in September 2013.

ANNEX A

DEFINITION OF GRADES:

Category "A" - which is divided into seven grades with the junior at A1 and the senior at A7. It covers posts ranging from junior administrator to Deputy Assistant Secretary General (DASG)/Head of NATO Body. Such posts may be for specialists - including policy developers, senior administrators and financiers - or managers - including those responsible for the management of human and financial resources or for NATO operational activities.

Category "L" - which is divided into five grades with the junior designated at L1 rising to the most senior at L5. It covers different posts held by linguistic personnel (e.g. interpreters, translators or revisers).

Category "B" - which is divided into six grades -designated from B1 up to B6. It covers qualified technical, clerical, secretarial and administrative personnel.

The educational requirements, experience, skills and competencies required will vary from post to post. However, as a broad guide the basic requirements for employment in each grade are as follows:

Category "A" - In addition to a university degree, or equivalent level qualification, A-grade post holders require a professional experience of several years in the subject matter of the particular post, (at least 2 years not including periods of training) together with a good knowledge of the two official NATO languages (English and French).

Category "L" - In NATO Headquarters the interpreters and translators are members of two independent services, the Translation Service and the Interpretation Service both forming part of Conference and Registry Services. The two working languages of NATO are English and French.

Category "B" - The employment conditions vary for secretaries, administrative staff and technicians. Typically, however, a completed higher secondary education is required, supplemented by vocational training and several years of relevant experience. Recruitment is often based on many factors including satisfactory computer skills and linguistic ability.

Residential Module and Distance Learning Objectives

<p>Know Yourself (5 days): Leadership, self-awareness and interpersonal relations</p> <ul style="list-style-type: none"> • Assess personal strengths and weaknesses, leadership styles, motivators and preferences • Assess others' preferences and motivators and apply this understanding to improving negotiation/ consensus-building skills • Understand the steps to solve problems in a structured and creative way 	<p>Organizational Behaviour: How to influence human behaviour in organisational settings</p> <ul style="list-style-type: none"> • Describe a variety of organisational settings in terms of culture and structure, and discuss some of their implications • Understand some of the reasons behind employee behaviour in different organisational settings • Demonstrate appropriate techniques to influence organisational behaviour 	<p>Human Resources: Managing and planning for optimal performance within the NATO context</p> <ul style="list-style-type: none"> • Understand fundamental concepts of HRM • Learn why and how to better attract, manage, develop and deploy human resources effectively in the short and long term • Consider the role of human resources in the meeting of Organizational objectives • Assess the current HRM challenges at NATO
<p>Know NATO (5 days): NATO's structure, functions and processes at the NATO School</p> <ul style="list-style-type: none"> • Increase understanding of the role and functions of NATO bodies and identify interdependent activities • Gain insight into the Defence Planning Process and its challenges • Learn how to manage resources in an integrated way 	<p>Financial Resources: Managing and planning for financial considerations within the NATO context</p> <ul style="list-style-type: none"> • Understand the fundamental concepts of financing and budgeting in the different NATO bodies • Consider the rationale behind allocation of funding • Be able to cost up a project, taking into account capital, overhead, operating and impact costs 	<p>Strategy: Learning to think strategically through an understanding of the components of strategy</p> <ul style="list-style-type: none"> • Identify the components of strategy and understand how they complement each other • Assess the strategic position of your NATO body / Division / or Directorate • Demonstrate the ability to begin to think more strategically and critically through a simulated activity

Know the World (5 days)

The geo-strategic environment of NATO at the NATO Defense College

- Understand the changing security environment and related implications on global security
- Analyse specific security challenges and possible mitigation strategies by the international community
- Recognise the interconnectedness of global security challenges

International Relations

Contemporary relations among national, NGOs and other IOs

- Understand the role and interdependency of actors and institutions that operate in the international political arena
- Consider the role of the Alliance in a changing global environment and international security framework
- Be able to discuss comfortably the position and role of an institution or actor

Change Management

How to adapt an organisation and the roles of a leader

- Identify the steps in managing change and the potential effects on different groups of stakeholders
- Assess the success of a recent change initiative or case-study
- Understand your view and role in change and learn to adapt your leadership style accordingly

Create the Future (5 days)

Alliance strategy, transformation and innovation at ACT, Norfolk

- Appreciate the role and recent challenges of ACT in the wider NATO context
- Gain insight into the transformation efforts being made by ACT and how they contribute to Alliance strategy
- Comprehend and appreciate the transatlantic perspective of the Alliance

Facing the Future

Implementing NATO strategy and change

- Learn how to anticipate potential changes in strategy and areas of interest in the Alliance
- Identify hurdles to implementing a change initiative and possible mitigation strategies
- Communicate more effectively and persuasively in support of a recommended strategy

Project Finalisation

Development of project implementation plans and preparation of presentations

- Plan the timelines and responsibilities for producing the project report and presentation by mid-June and in co-ordination with the sponsor
- Integrate programme learning into the report and develop a comprehensive and realistic plan to implement the recommendations
- Polish presentation skills through coaching and practice

Integration Module (5 days)

NATO policy and decision making

Project presentatians

- Understand the role of NATO International Staff in the development of policies and the implementation of programmes
- Appreciate the complex political environment in which decisions are arrived at through consensus
- Gain insight into the perspectives of the decision-making stakeholders and how they interact with the International Staff
- Persuasively present project overviews and recommendations in front of project stakeholders and interested parties