

INSTRUCTIONS

FOR NATO SUPPORT AND PROCUREMENT
AGENCY (NSPA) CONTRACTORS
DEPLOYED ON OPERATIONS

13 April 2017 Edition

Including:

ANNEX A : Specific requirements: NATO
Operation

ANNEX B : Deployment Instruction Forms

Contract : **TBD**



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1. **BACKGROUND**

The increasing operations tempo in NATO has highlighted that increasingly it is necessary, to consider the use of contractors to perform a variety of support functions in a military operational environment. The following sets out general guidance to the Contractor as well as the obligations of the Contractor deployed on NATO operations. The overarching principles that must be followed by the Contractor are:

- a. The Contractors must provide an assured service for the military commander under normal operating and threat levels.
- b. The Contractor must support the military mission on a priority basis; disputes of a contractual nature must not affect the Contractor's obligation to support the military mission;
- c. Disputes related to the application of the above principles shall be dealt with in accordance with the Disputes and Change provisions contained in the Terms and Conditions of the Contract.

2. **AIM OF INSTRUCTIONS FOR NSPA CONTRACTORS DEPLOYED ON (name the specific NATO OPERATION)**

To provide the Contractor, its personnel, its sub-contractors and their personnel with the instructions and guidance applicable to NSPA contractors supporting NATO operations. Within this document, the term INSTRUCTIONS refers to Instructions for Contractors Deployed on NATO Operations.

3. **SCOPE**

- 3.1 These INSTRUCTIONS apply to Contractors who are participating in NSPA contracts in support of (name the specific NATO operation) and define the Contractor's rights and obligations in the context of providing various support services for this deployed operation.
- 3.2 These INSTRUCTIONS are only applicable to Contractors directly employed by NSPA. They do not apply to contractors engaged directly by nations or by other authorities.
- 3.3 These INSTRUCTIONS provide general guidance and requirements that are applicable to NSPA Contractors supporting (name the specific NATO operation). Where necessary, additional instructions specific to an Operation are included in Annex A to these INSTRUCTIONS and the contract Statement of Work (SOW) applicable to the Operation.
- 3.4 Operational environments are by their nature, subject to change. NSPA will endeavour to inform the Contractor as soon as possible of changes to the operational environment that could affect work priorities, the Contractor or the Contractor personnel. If the change affects the Scope of the contract, the change provisions of the Contract shall apply.

- 3.5 These INSTRUCTIONS apply equally to a Subcontractor deployed to the same location and listed in the Contract. Within these INSTRUCTIONS any reference to the Contractor or to the Contractor Personnel applies equally to a “Subcontractor” or the Subcontractor Personnel unless stated otherwise in Annex A.
- 3.6 These INSTRUCTIONS also apply to Vendors while on the deployed military premises and performing work on behalf of the Contractor to the extent that the conduct of Vendors must comply with Local Military Commander’s Orders while on the deployed premises. The Contractor shall ensure the Vendors are made aware of their obligations with respect to the Local Military Commander’s Orders.
- 3.7 The Contractor shall implement these Instructions with its Subcontractors deployed on (name the specific NATO operation) and shall implement these Instructions with its Vendors, to the extent required by paragraph 3.6.

4. **DEFINITIONS**

4.1 The following definitions apply:

- a. **Host Nation:** A nation which, by agreement, receives forces and materiel of NATO or other nations operating on/from or transiting through its territory, allows materiel and/or NATO organizations to be located on its territory; and/or provides support for these purposes.
- b. **Contractor:** The commercial entity or organization that undertakes to supply, perform services, or both, in a deployed operation, for the benefit of NATO and/or Nations under a NSPA contract.
- c. **Sub-contractor:** Any contractor engaged by the Contractor for the performance of a NSPA contract and formally identified in the Contract. Within these INSTRUCTIONS, the word Contractor means ‘Contractor and Subcontractor’.
- d. **Vendor:** Any contractor engaged by the Contractor and not listed in the Contract, performing services on the deployed location or delivering supplies.
- e. **Contractor Personnel:** This refers to all the Contractor personnel bound to the Contractor through a labour/employment contract, working as part of a NSPA administered contract in a deployed operation. There are two categories of Contractor personnel:
- f. **Contractor Employees:** Contractor Personnel from NATO nations and non-NATO nations excluding the country/countries in which the contracted Services are being performed, who are employed by the Contractor in connection with the performance of the contract.
- g. **Local Civilian Hire (LCH):** Personnel hired by the Contractor and who reside in the country/countries in which the contracted Services are being performed. LCHs are not covered by the full provisions contained in these INSTRUCTIONS.
- h. **Arms:** Arms means weapons carried for self-protection, which, for the avoidance of doubt, excludes any weapon carried for the purpose of performing a specific contractual obligation.

An instrument, such as a nail gun, used for primary contractual duties is not to be construed as arm(s).

- i. **Deployment:** Deployment means any act of preparing, moving, initial setting up of equipment and personnel for the delivery of Services within the Theatre of Operations.
- j. **Deploy:** Deploy means any act of bringing a Contractor under the administration and control of the Military Commander and NSPA within the Theatre of Operations and “deployed” shall be construed accordingly.
- k. **Authority to Deploy:** Authority to deploy means the formal granting to the Contractor of the written authority to deploy personnel and equipment into theatre. The issue of a written Authority to Deploy is an essential element of complying with the Geneva Convention 3 Article 4(A.4) -civilians supporting a military force.
- l. **Operation:** Means any military action or the carrying out a strategic, operational, tactical, service, training or administrative military mission or the process of carrying on combat including any movement, supply, attack, defence and manoeuvre needed to gain objectives of any battle campaign. For these INSTRUCTIONS, the term Operation refers to the specific NATO Operation for which NSPA has awarded the Contract.
- m. **Theatre:** Means the defined area where a NATO military action (an Operation) is taking place, an area of land, sea and airspace (can be a country) in which the operational commander plans and conducts military operations or exercises to accomplish a specific mission.
- n. **NSPA:** The NATO Support and Procurement Agency, a subsidiary body of NATO, sharing wholly NATO’s international legal personality. It is mandated to award and administer contracts in support of NAC approved deployed operations.
- o. **Local Military Commander:** means the senior military person within a specific area where Operations are taking place or where the Contractor is expected to deploy, who is the senior military authority and responsible for discipline, security and administration of the area.
- p. **Local Military Commander’s Orders:** These are the instructions, procedures and regulations issued by the Local Military Commander to ensure the security and smooth operation of the military establishment where the deployed Contractor is providing support.
- q. **Military Technical Agreement (MTA):** An agreement between a military organisation and the local government, defining the respective roles and responsibilities of the parties in the performance of the mission. The Military Technical Agreement also defines the status of the forces in the country as well as that of the Civilian component employed by these forces in support of the mission.
- r. **Status of Forces Agreement (SOFA):** An agreement between two nations or NATO and a Nation defining the status of the forces and the extent of their immunity from the law and jurisdiction of the state in which they are stationed.
- s. **Statement of Work (SOW):** Describes the context and specific obligations of the

Contractor to perform its Contract for a specific Operation. While these INSTRUCTIONS are applicable to all the NSPA deployed Contractors, the contract SOW will contain contextual as well as contractual obligations that are specific to the Contract.

- t. **OPLAN:** The military “Operational Plan” for each mission providing specific guidance and direction for all participants within the framework of the deployment.

5. **APPLICATION**

The Contractor shall follow the procedures, guidelines and regulations contained herein while deployed in support of (name the specific NATO operation). These INSTRUCTIONS may be further detailed in Annex A and/or the applicable contract SOW.

6. **DEPLOYMENT**

- 6.1 Authority to Deploy: The Contractor and its Employees do not move into or within the Theatre in connection with the performance of the Contract until the Contractor has:

- 6.1.1 received the NSPA Authority to Deploy Contractors * as per the form at Annex B, Appendix 1. The Contractor shall note that issue of a written Authority to Deploy Contractors is an essential element of complying with the Geneva Convention 3 Article 4(A.4);

- 6.1.2 provided NSPA with the completed form at Annex B, Appendix 2;

- 6.1.3 confirmed that its Employees have completed the employment related training identified by and to the standards set by NSPA; and

- 6.1.4 received confirmation and notified to NSPA that their Employees have been security cleared to the levels required and specified for the Operation.

* NSPA will coordinate with the Military Authorities

- 6.2 NSPA’s Right to Withhold, Withdraw and Remove Authorization: NSPA may at any time for any operational reason which NSPA in its absolute discretion shall determine:

- 6.2.1 withhold or withdraw the Authority to Deploy issued to the Contractor;

- 6.2.2 move or require the removal of the Contractor from his current location to another location designated by NSPA;

- 6.2.3 move or require the removal of any of the Contractor Employees or LCHs from their current location to a location designated by NSPA. The Contractor shall, as soon as

reasonably practicable, move or remove any of its Employees, or LCHs whom NSPA requires to be moved or removed; where such action is due to non performance or the conduct of Contractor Employees or LCHs, it shall be solely at the Contractor's expense.

- 6.3 NSPA shall not be obliged to give reasons for taking any action in accordance with paragraph 6.2 but may, in its sole discretion, indicate its reasons for so doing.
- 6.4 Notwithstanding the provisions of paragraphs 6.2 and 6.3 of these INSTRUCTIONS, in the event that the Contractor is involved in any employment claim or dispute arising in connection with any action taken by NSPA under paragraphs 6.2 and 6.3 of these INSTRUCTIONS, NSPA shall, where reasonably practicable, provide to the Contractor any relevant information that the Contractor may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of NATO security, in breach of a confidentiality or contractual obligation of NSPA or as otherwise reasonably specified by NSPA.
- 6.5 The Contractor shall comply with the Host Nation entry and exit requirements and the requirements for work visas. The Contractor shall also comply with the MTA or SOFA applicable to the specific operation. The MTA or SOFA may provide exceptions or additions to the Host Nation entry and exit requirements. At the Contractor's request, NSPA can provide the Contractor a letter confirming that the Contractor is supporting (name the specific NATO operation).
- 6.6 Entry and exit on deployment: The Contractor shall ensure all its personnel report to a NSPA designated entry and exit point respectively on arrival and departure from the THEATRE and, during the Deployment. Local Military Commander's Orders or Annex A hereto may contain specific entry and exit procedures.
- 6.7 Contractors shall also operate within the guidance of the military Operational Plan (OPLAN) for that specific mission.

7. CONTRACTOR PERSONNEL – GENERAL

- 7.1. The living conditions in theatre can be austere in view of the military operational environment, the climate and the movement restrictions that could apply to a particular Operation. It is the responsibility of the Contractor to provide employment conditions that take into consideration the overall situation of the deployed operation. He must provide safe and secure as well as equitable working conditions that promote a motivated and satisfied workforce, equivalent to internationally accepted social and labour standards.
- 7.2. Personnel Protection Equipment (PPE) - Occupational: The Contractor shall provide its personnel with the PPE-Occupational specific to the work performed by the Contractor's personnel. This PPE shall comply with the national standards of the contractor for such equipment or in case such standards do not exist it shall meet the standard of any NATO nation.

- 7.3. The Contractor shall ensure that the Contractor's Employees, and LCHs, as far as reasonably practicable, undertake all work in a manner comparable with the requirements of the EU's health, safety and environmental legislation, or in accordance with the equivalent requirements of the Host Nation where these are more stringent.
- 7.4. PPE - Body Armour. The Contractor shall provide its personnel with the PPE – Body Armour associated with the military threat for the specific Operation. Annex A defines the PPE – Body Armour required for a specific operation. The PPE – Body Armour could include such items as fragmentation protection vests, helmets etc. To distinguish from the military colours, Contractor personnel helmets should have non-military like colours or patterns.
- 7.5. The Contractor shall ensure it remains abreast of the security environment on deployment and shall ensure all its personnel comply with the Local Military Commander's Orders.
- 7.6. Chemical, Biological, Radiological and Nuclear (CBRN) Threat: Where there is a CBRN threat at the deployed location, NSPA will inform the Contractor on the latest situation prior to deployment. The Contractor shall ensure its personnel are provided full information on the situation. If required, the Contractor shall provide the required CBRN PPE to its personnel. Where the available CBRN PPE is only available in military versions, the Contractor shall ensure that the CBRN PPE has the required markings to ensure the civilian status of the Contractor Personnel under the Geneva Convention is not affected.
- 7.7. In the event that the security situation requires additional or more widespread use of PPE (Body Armour and/or CBRN), NSPA will amend the Contract accordingly and the Contractor will have the opportunity to submit a change proposal. Once the additional PPE is approved, the Contractor shall issue the equipment to its personnel prior to their departure or have it available immediately upon arrival. Unless a waiver is provided by NSPA, the Contractor Personnel must not deploy unless the PPE (Body Armour and/or CBRN) is available.

8. CONDUCT OF CONTRACTOR PERSONNEL

- 8.1 The Contractor shall ensure its personnel act in a responsible manner and the Contractor shall ensure its personnel are aware of and comply with the Local Military Commander's Orders.
- 8.2 The Contractor shall, based on the information it has available:
 - 8.2.1 Inform the Contractor Employees, prior to them being deployed, of their status as well as expected conduct whilst they are deployed;
 - 8.2.2 Inform the Contractor's LCHs of their status as well as expected conduct whilst they are on duty;
 - 8.2.3 Provide all its personnel with updates in relation to their respective status as appropriate;

- 8.2.4 Inform its employees that movement outside the military facility where the Contractor is performing may be subject to restrictions due to military operational reasons and, is under the full responsibility of the Contractor and at the Contractor and employees' risk;
- 8.3 The Contractor shall ensure that the Contractor Personnel are aware that they may at any time be subject to a search of their person, property or vehicles and require their co-operation in relation to any such search.
- 8.4 The Contractor shall ensure that the Contractor Personnel do not carry arms whilst they are on the deployment location.
- 8.5 The Contractor shall ensure that the Contractor's Personnel do not wear clothing, including company livery/uniform, which detracts from their civilian status. The Contractor shall avoid the use of vehicles, equipment and property that could be confused with military pattern vehicles, equipment and property, other than those issued to the Contractor by NATO for the purposes of the Contract or as otherwise directed by the Local Military Commander.
- 8.6 If NSPA in its absolute discretion restricts the movement, within the Theatre, of the Contractor and the Contractor Personnel, the Contractor shall inform the affected Contractor Personnel as soon as practicable and require the Contractor's Personnel, to comply with any such restriction.
- 8.7 Tobacco/Alcohol and Drugs:
- 8.7.1 Smoking is allowed in designated areas as defined by the Local Military Commander's Orders.
- 8.7.2 The policy applicable to the possession and consumption of alcohol is defined in the Local Military Commander's Orders. Some NATO installations do not allow any possession or consumption of alcohol.
- 8.7.3 No contractor personnel shall use, manufacture, sell, give away, possess, consume, barter, deliver, exchange, or distribute any illegal/controlled substance e.g. drugs, other than for the person's own medical use as authorised by a medical doctor's prescription while in-theatre. The prohibitions against drug use are applicable to all NATO facilities, events and activities and apply to all the Contractors' Personnel.
- 8.8 Disciplinary measures:
- 8.8.1 The Contractor is responsible to ensure that all Contractor Personnel maintain an appropriate level of discipline. The Local Military Commander is charged to maintain discipline in an austere and high threat area and will have a great interest in the overall level of discipline amongst the civilian and military population at the military installation. Notwithstanding any lack of direct jurisdictional authority on the part of the Local Military Commander, he has an overriding duty to enforce good order and discipline, to prevent serious crimes from occurring or to protect an individual or individuals from harming

themselves or others. To this end, all Contractor Personnel may be subject to restraint or temporary detention commensurate with the stabilisation of a critical situation. Such drastic measures would be undertaken only if the seriousness of any situation, as determined by the Local Military Commander's Law Enforcement authority, so dictated.

8.8.2 Any individual identified as being the subject of a serious incident will be transported as soon as possible from the Theatre. The Contractor, depending on the urgency of the situation and the means of transport used, will be liable for the cost of transporting this individual to a place where the problem can be handled by responsible legal authorities with the appropriate jurisdiction. Having said this, normally NATO will expect the Contractor to discipline its own personnel where appropriate.

9. RECRUITMENT AND HUMAN RESOURCES MANAGEMENT

- 9.1 The Contractor shall establish standards for its personnel that are compliant with the labour standards of the Host Nation (applicable to LCHs) or of the Country where the Contractor is registered or recognised labour standards such as the International Labour Organisation standards (applicable to Contractor employees)(or the Contractor may propose other equivalent standards, for acceptance by NSPA). All personnel must be adequately cared for in terms of work, remuneration, benefits, leave, working hours, rest time and overall working conditions given the environment they are working in.
- 9.2 The Contractor shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees for obtaining services.
- 9.3 The Contractor shall provide all employees with a signed copy of their employment contract, in English as well as in the employee's native language, that defines the terms of their employment/remuneration.
- 9.4 The Contractor shall provide NSPA with a copy of signed employment contracts upon request by the Contracting Officer.
- 9.5 The Contractor shall only hold employee passports and other identification documents for the shortest period of time reasonable for administrative processing purposes.
- 9.6 The Contractor is responsible for the return of its employees to their country of residence.
- 9.7 The Contractor shall inform NSPA if it is aware that the Contractor or its Personnel are involved in human trafficking or inflict inhumane living conditions on its Personnel.
- 9.8 NSPA may conduct random checks to ensure the Contractor and its subcontractors at all tiers are :

9.8.1 Adhering to international law on human trafficking and the NATO Policy on Combating Trafficking In Human Beings "Trafficking of Human Beings (PO (2004) 0057 and PO

(2004)0103, updated by PO (2007)0025) and “Review of practical aspects of implementing of NATO policy on Trafficking of Human Beings”

9.8.2 Providing humane living conditions

9.8.3 Not unduly withholding their Employee passports.

Any violation of these provisions may result in Termination for Default.

- 9.9 Local Civilian Hires (LCH): Where possible, the Contractor is encouraged to hire local personnel, referred as Local Civilian Hire (LCHs) in particular those that are already performing similar functions in theatre. Where specified, the Contractor shall adhere to the Local Military Commander’s direction concerning the hiring of LCHs in general or the hiring of LCHs who could be affected by a change of contractor or the contracting out of functions.
- 9.10 The Contractor shall keep employment records of all its personnel, including general employment records, training and qualifications records/certificates, medical records etc (preferably at the deployed location). The Contractor shall make these records available to NSPA upon request.
- 9.11 Where NATO Furnished Facilities or Equipment is provided, the Contractor shall ensure their optimal use. Where necessary, the Contractor shall complement the NATO Furnished Facilities or Equipment with Contractor Furnished Facilities or Equipment to ensure Contractor personnel have working, living and welfare conditions equivalent to other personnel on the camp and with personnel support services and infrastructure adapted to the staff involved i.e. Morale, Welfare and Recreation (MWR) activities, internet, TV, social center, etc.
- 9.12 Where applicable, and unless specified otherwise in Annex A or the SOW, the Contractor shall provide adequate living conditions (sanitation, health, safety, living space) for its employees. The Contractor shall comply with the Local Commander’s standards applicable at the deployed location which could be constrained for space or operational reasons or in view of a short duration deployment. Where standards have not been established, the Contractor shall provide as a minimum, a standard ISO container (2.4 meters by 6.1 meters or 8 feet by 20 feet) or equivalent for a maximum of 2 people for personal living space. Upon the Contractor's written request, Contracting Officers may grant a waiver in writing and for a defined period, in cases where the proposed or existing space is less than the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable.
- 9.13 Unless provided by NATO, the Contractor shall provide working and welfare conditions equivalent to that provided to other personnel on the camp and personnel support services and infrastructure adapted to the staff involved i.e. Morale, Welfare and Recreation (MWR) activities, internet, TV, social center, etc.

- 9.14 For any works performed by the Contractor at the deployed location, the Contractor shall comply with the Local Military Commander's Orders with respect to the allocation of land, building permits and building standards.
- 9.15 The Contractor shall be responsible for the provision of transportation for its Employees, LCHs and their equipment to, from and within the Theatre. Where the provision of such transportation by the Contractor is not commercially available or cost effective, NSPA may in its sole discretion and where reasonably practicable, offer assistance on a repayment basis at a price to be agreed.
- 9.16 The Contractor shall establish leave policies and arrangements for its Personnel that do not jeopardise the work performance. The Contractor is responsible for making the required travel arrangements for its Personnel and for the associated costs.
- 9.17 Compassionate Leave. The Contractor is responsible for establishing Compassionate Leave policies and arrangements for its Personnel, to make the necessary transportation arrangements and where necessary, to bring a replacement in theatre. The Contractor shall implement measures to ensure there is no degradation to the performance of the service as a result of the granting of such leave.

10. REAL LIFE SUPPORT FACILITIES AND SERVICES

- 10.1 Unless otherwise agreed with NSPA and specified in the Annex A or the contract SOW, the Contractor shall provide Real Life Support Facilities and Services to its personnel. These are to include as a minimum, living accommodations, laundry facilities, food and dining facilities, potable water, transportation, facilities for personal recreation and welfare, communications, entertainment.
- 10.2 The Contractor shall provide and operate Real Life Support Facilities and Services for its personnel to a level equivalent to that provided to military personnel, unless otherwise agreed with NSPA and specified in Annex A or the contract SOW.
- 10.3 Unless otherwise agreed with NSPA and specified in Annex A or the contract SOW, the Contractor shall provide all the required support services for the above including power, fuel, water, sewage, waste disposal, etc.
- 10.4 Where applicable, limited supplies and services may be available to the Contractor on a cost recoverable basis. Annex A or the contract SOW specifies services that may be provided.

11. MEDICAL PREPARATION

- 11.1 The environment where the Contractor is deployed can impose severe physical and mental strains on individuals. These stresses may include environmental effects (heat and dust, cold, natural diseases, poor hygiene, etc), poor health & safety arrangements, the possibility of hostile

acts etc. It is the Contractor's responsibility to set and enforce medical and dental standards in accordance with the guidance given in Annex A and ensure that its personnel are fit for purpose (including appropriate immunisations) in order to meet contracted tasks whilst on deployment and who will not be a burden on the limited medical resources in Theatre.

- 11.2 It is the contractor's responsibility to obtain a copy of the medical guidance document from the authority specified in Annex A and to apply it in conjunction with any relevant national guidelines applicable to the Theatre where the Contractor will deploy. Prior to being deployed, the Contractor shall obtain updated medical information. If available, NSPA can provide an update on the medical issues specific to the Theatre, supplementing that provided in the Request for Proposal.
- 11.3 The Contractor is responsible for assessing the medical environment with particular attention to the harsh environment and working conditions that the Contractor personnel may experience in Theatre. It is the responsibility of the Contractor to ensure only employees declared medically, mentally and dentally fit are appointed once they have passed the Contractor's pre-deployment medical examination.
- 11.4 In deploying its personnel to Theatre, the Contractor confirms that deployed personnel do not suffer from any conditions and diseases that will prevent their employment in the Theatre.
- 11.5 The contract SOW may include specific medical screening requirements, for example for food handlers or medical personnel.

12. INOCULATIONS

- 12.1 The following vaccinations are provided as a guideline. The Contractor shall seek medical advice from independent sources regarding the specific vaccinations required prior to deployment to the specific area of Operation:
 - 12.1.1 Tetanus
 - 12.1.2 Rabies
 - 12.1.3 Diphtheria
 - 12.1.4 Poliomyelitis
 - 12.1.5 Typhoid
 - 12.1.6 Hepatitis A
 - 12.1.7 Hepatitis B
 - 12.1.8 Meningitis
 - 12.1.9 Influenza
 - 12.1.10 Tuberculosis
- 12.2 If an employee refuses to have a required inoculation for personal or health reasons he cannot be deployed. NSPA may require that certain LCHs undergo regular health and hygiene

examinations (and inoculations), especially if they are employed in food services, a catering environment, are handling food or employed in an area that requires similar precautions.

13. MEDICAL SUPPORT DURING DEPLOYMENT

- 13.1 Unless specified otherwise in Annex A or the contract SOW, the Contractor is responsible for providing medical support to the Contractor Employees while on deployment, commensurate with the conditions that prevail in the Theatre as well as the conditions of the deployment.
- 13.2 Contractor Employees should deploy with a minimum 90-day supply of any required medication, or as recommended by their medical doctor.
- 13.3 The Contractor shall ensure its personnel are aware that deployed military facilities are equipped and staffed to provide emergency care to healthy adults. The military medical facilities will not be able to care for, or provide medications required for routine treatment or chronic medical conditions.
- 13.4 NATO may provide the Contractor Personnel with medical treatment in cases of emergency where life, limb, or eyesight would be jeopardised without immediate medical intervention. For medical care beyond this, the Contractor shall provide or make arrangements for Contractor Personnel to obtain medical care or to arrange for a medical evacuation.
- 13.5 If one of the Contractor Personnel is diagnosed with a communicable disease, the Contractor shall immediately advise NSPA and the Military medical authorities of the case. The Contractor shall take immediate action to limit any propagation and shall consult with the Military medical authorities to determine the actions required.
- 13.6 The Contractor shall provide, free of charge, first-aid treatment to LCHs whilst they are on duty.
- 13.7 With regard to repatriation and medical evacuation:
 - 13.7.1 The Contractor shall arrange the repatriation of deceased Contractor Employees and the medical evacuation of the Contractor Employees unless otherwise specified in Annex A;
 - 13.7.2 Where it is not safe or practicable for the Contractor to discharge his responsibilities under paragraph 13.7.1 above, NSPA shall, where reasonably practicable, offer assistance on either a repayment basis or, where circumstances justify it, at NSPA's discretion, free of charge.
- 13.8 If the Contractor becomes aware that any of its Employees, its Subcontractor Employees or LCHs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the Contractor shall ensure that the next of kin of the Contractor Employee or LCH concerned and NSPA, are informed as quickly as possible.

14. IDENTITY CARDS (ID cards)

- 14.1 Where ID cards or security passes if applicable (for example day passes for LCHs), must be worn by the Contractor Personnel, the Contractor shall ensure that all information, required for the issue of ID cards or security passes as applicable is provided to NSPA in accordance with the processes set out in Annex A or the contract SOW applicable to the specific Operation or in the Local Military Commander's Orders.
- 14.2 For Contractor Employees and subject to local variances specified in Annex A or the contract SOW or Local Military Commander's Orders the following information is required:
- a. Full name (as shown on passport)
 - b. Passport sized photograph
 - c. Passport number and expiry date
 - d. Date of Birth
 - e. Company name
 - f. Expiry date of contract
 - g. If applicable, Security Clearance including certificate, and
 - h. Address for card to be dispatched to, unless issued on arrival
- 14.3 ID Cards for LCHs: The requirements for security screening and the issue of ID Cards to LCHs are contained in Annex A or the contract SOW applicable to the specific Operation or in the Local Military Commander's Orders.
- 14.4 Security Checks: For an ID card to be issued, in addition to the above details, the Contractor shall provide written confirmation that a basic security check has been completed, comprising the following:
- a. the employee's identity is confirmed
 - b. the employee is not subject to any type of probation or lawsuit
 - c. no legal action is pending against the employee, and
 - d. the employee is not known to associate with any organisation that may pose a risk to the aims and mission of NATO
- 14.5 The Local Military Commander may perform additional security verifications as required.
- 14.6 Where Local Military Commander's Orders require separate identity cards and "Red Cross armlets" for the Contractor Personnel employed solely on medical, dental or spiritual welfare services, the Contractor shall identify the relevant personnel to ensure they are issued the required ID.

- 14.7 The Contractor shall be responsible for the safe-keeping of all ID cards and security passes issued to the Contractor Personnel and shall require the Contractor Personnel to wear those ID cards and security passes as instructed by the Local Military Commander's Orders. The Contractor shall inform the Contractor Personnel that any misuse, modification or misappropriation of their identity cards or security passes may result in action being taken by NSPA under paragraph 6.2, NSPA's Right to Withhold, Withdraw and Remove.
- 14.8 The Contractor shall immediately advise NSPA of any loss of an ID card.

15. TRAINING AND QUALIFICATIONS

- 15.1 The Contractor shall ensure that its Employees are provided a pre-deployment training prior to deploying into the operations area and/or shortly after arrival. Annex A provides details, where required, of the level of training applicable to a specific operation.
- 15.2 Unless otherwise stated in Annex A or the contract SOW, the Contractor shall provide all the required functional and deployment related training to the Contractor Personnel. The Contractor shall organize the necessary training and preparation prior to deployment and/or during mobilization in order to start services with a qualified and functional workforce and therefore minimize the start up period.
- 15.3 If NSPA or the local Military Commander offers training or briefings such as security awareness, to Contractors or its personnel, the Contractor shall make the Contractor's representative or concerned personnel available for such training or briefings at the time and place specified by NSPA.
- 15.4 Personnel qualifications - mobilization and initial start: For the mobilization phase and initial start up, the Contractor shall ensure all key personnel (managers, supervisors and specialists requiring specific qualifications or certificates) have recognised qualifications from NATO countries or from countries with equivalent professional regimes.
- 15.5 Personnel qualifications - steady state: Once the initial start-up phase is completed, the Contractor may phase-in other personnel but must ensure they have the required qualification and complementary training to ensure they are competent to perform the functions in the NATO environment. The Contractor shall manage the transition such that there is no degradation of service.
- 15.6 The Contractor shall ensure all its key personnel, as well as all those of its personnel requiring interaction with personnel other than its own personnel, have English language skills commensurate with their task. The contract SOW may provide specific language skill requirements and standards.

- 15.7 The Contractor shall ensure its personnel is authorised to operate equipment (for example generators, cranes, aircraft servicing equipment etc.) and vehicles have the requisite certifications prior to their operation.
- 15.8 While operating any vehicle, the Contractor shall abide by the local regulations with respect to traffic regulations, traffic violations and accidents.
- 15.9 The Contractor shall be liable for damages resulting from negligent or unsafe operation by its Personnel of any vehicle or equipment.

16. CONTRACTOR SECURITY

- 16.1 NSPA will provide the Contractor with available information affecting the security whilst on deployment. The level of information may however be restricted due to limited security clearance. At all times, the Contractor shall be responsible to make the final risk assessment and make the final decision to deploy its employees into theatre even though the NATO or Local Military Commander has given clearance.
- 16.2 Where the Local Military Commander determines that a previously relatively benign area becomes non-benign, the Local Military Commander will, in conjunction with the NATO HQ, NSPA and the Contractor, assess whether to keep the Contractor Personnel in theatre. The following over-arching principles apply:
- 16.2.1 Force Protection. NATO will provide Force Protection to the Contractor, as determined by the Local Military Commander, commensurate to the threat. Should the situation deteriorate, the Local Military Commander may order the removal of all, or some civilians. NATO will coordinate this extraction and where the Contractor does not have access to transportation, will attempt, within means, to provide transport to a safe location. This safe location may not be the Contractor's home location or its off theatre support base. Once evacuated to a safe location, the Contractor shall make the necessary arrangements for the onward transportation of its employees. There is no guarantee in such a situation that personal belongings can be returned to the employees although every effort will be made to do this. It could be impossible for the Contractor Personnel to return to the deployed location, it is therefore essential that employees have insurance to cover the loss of personal items. Where NATO is unable to provide FP, it will either hire private security firms or will allow contractors to hire their own private security firms.
- 16.2.2 Contractor Decision to Withdraw. NSPA must be informed as early as possible if a Contractor makes a unilateral decision to withdraw its personnel. In such a case NSPA will consult with the Local Military Commander to implement alternative services and to determine whether the security situation allows the Contractor to achieve the withdrawal safely or whether the Contractor Personnel must be kept in-theatre for their own safety or because of operational priorities. Should it be

anticipated that it is necessary to keep Contractor Personnel in theatre, potentially contrary to the wishes of the Contractor or its Personnel in question, NSPA will endeavour to minimise the delay of withdrawal.

16.2.3 In the case of a partial withdrawal, the Contractor shall provide partial services and shall cooperate with NSPA to determine the services to be subsequently performed and to determine the revised prices for those services.

16.2.4 A unilateral decision by the Contractor to withdraw will not, in itself, be considered as being dictated by an act of Force Majeure under the terms of the NSPA Contract.

17. CONTRACTOR PERSONNEL AND TAX STATUS

17.1 Primarily, a MTA or SOFA will define the status of the Contractor while on deployment. Annex A defines the agreements applicable to a specific operation.

17.2 The Contractor shall ensure its Personnel are aware of their status while on deployment.

17.3 All materiel and services supplied to the deployed force, either from external contractors or local contractors, should be free of local taxes, Value Added Tax (VAT), duty or any other similar constraint as stated in the applicable MTA or SOFA.

18. INFORMATION SHARING AND SECURITY

18.1 Open information sharing is encouraged between NSPA and the Contractor, subject to NATO security policy and commercial confidentiality considerations. Communication and Information Systems (CIS) will be used to ensure an accurate and timely information flow. The contract SOW specifies whether NATO will provide part or all the CIS or whether it is the responsibility of the Contractor.

18.2 Where the Contractor must provide its CIS, NSPA will specify whether there are standards or constraints applicable to the deployed location as well as interface and interoperability specifications.

18.3 Where there are communication security (COMSEC) considerations applicable to the Contractor's CIS or its interface and interoperability in a NATO environment, the Contractor shall comply with the COMSEC policy in theatre. The Contractor shall ensure its relevant Personnel are aware of the applicable COMSEC policy and are aware of, and abide by, the limitations that it may involve such as:

18.3.1 Access to information

- 18.3.2 Access to IT systems
- 18.3.3 Dissemination of information
- 18.3.4 Use of cell phones and cameras
- 18.3.5 Limited and/or no access to restricted areas designated by the Local Military Commander
- 18.3.6 Access to the World Wide Web

19. SUPPORT TO THE LOCAL COMMUNITY IN THEATRE

NATO and the nations have traditionally enjoyed an enviable reputation for effective interaction with the local population within the theatre. The Contractor shall support the maintenance of NATO's international reputation through hiring local civilians and civilian firms where possible.

20. INSURANCE AND INDEMNITY

- 20.1 The Contractor shall make the necessary arrangements for the health and life insurance cover for its employees. This cover must be in effect before its employees enter Theatre and must cover travel in military vehicles and aircraft. The Contractor shall also make provisions to cover for accident, medical, medical repatriation / repatriating of the body, and personal effects insurance. NATO shall not be held liable for any damage, injury, including death, to the Contractor's property and/or employees as a result of this contract.
- 20.2 Subject to any express additional provisions in the Contract, the Contractor shall be liable for all damage to or loss of any equipment provided by NATO or borrowed from a nation. Having said this, if such loss or damage to this equipment is the result of a Force Majeure, then liability may be mitigated. For property of the Contractor and/or the Contractor Personnel, the Contractor shall ensure they have the necessary insurance cover.

21. NSPA RESPONSIBILITIES

- 21.1 Within these INSTRUCTIONS, any reference to NSPA actions means NSPA will take the necessary measures for its obligation to be fulfilled by NSPA or by the NATO or National organisations on whose behalf NSPA has awarded and is administering the Contract.
- 21.2 Unless otherwise stated in Annex A, NSPA in coordination with the Local Military Commander shall afford protection commensurate with the threat for the Contractor Employees and the Contractor's property whilst deployed and for LCHs whilst on duty and take such steps as are reasonable to ensure their safety, including, if necessary, removing or evacuating them from the area under threat.
- 21.3 NSPA shall, subject to the Local Military Commander's Orders, issue or arrange for the issue, the appropriate ID cards and security passes for the Contractor Personnel.
- 21.4 Where available and required, NSPA (or the Local Military Commander) will provide at NSPA's nominated briefing centre, appropriate operational briefings free of charge to the

Contractor Employees and where required, LCHs as well, as part of the initial reception process and thereafter as necessary.

- 21.5 NSPA shall make the Local Military Commander's Orders, instructions, regulations and procedures available to the Contractor in the Theatre in such a manner as to facilitate compliance by the Contractor with its obligations on deployment.
- 21.6 If NSPA becomes aware that any of the Contractor Employees or LCHs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage and where NSPA believes that the Contractor is not already so aware, NSPA shall advise the Contractor accordingly.

22. SUBCONTRACTS

- 22.1 If the Contractor enters into any Subcontract, the Contractor shall incorporate into any such Subcontract the terms set out in these INSTRUCTIONS. The Contractor shall ensure that the Subcontractor is aware of its rights and obligations described in these INSTRUCTIONS and shall ensure that its Subcontractor informs the Subcontractor Personnel of the rights and obligations described in these INSTRUCTIONS. The Contractor shall notify NSPA that this requirement has been implemented.
- 22.2 NSPA may enforce against a Subcontractor any provision conferring a benefit on NSPA contained in these INSTRUCTIONS as incorporated into any Subcontract and neither the Contractor nor any Subcontractor shall be entitled to exclude such right of NSPA.
- 22.3 Subject always to the Subcontractor complying with the terms of these INSTRUCTIONS, any Subcontractor having these INSTRUCTIONS incorporated into its Subcontract may enforce against NSPA any provision of these INSTRUCTIONS conferring a benefit upon it, and neither NSPA nor the Contractor shall be entitled to exclude such right of any such Subcontractor.

23. PERFORMANCE BY THE CONTRACTOR

- 23.1 The parties acknowledge that, if NSPA exercises its rights under paragraph 6.2 NSPA's Right to Withhold, Withdraw and Remove Authorization or the Local Military Commander's Orders introduce significant changes, the Contractor may be unable to perform certain or all of his obligations under the Contract in accordance with its terms, either in the manner or at the time intended or at all.
- 23.2 Subject to paragraph 21.3, to the extent that it can be established that the exercise of NSPA's rights or changes in the Local Military Commander's Orders as described in 23.1 has directly caused:
- 23.2.1 The Contractor's non-performance of an obligation under the Contract; or
- 23.2.2 The Contractor's delay in performing an obligation under the Contract; or

23.2.3 A change in the Contractor's costs of performing his obligations under the Contract which is attributable to the exercise of those rights described in paragraph 23.1;

the Contractor shall be entitled to seek:

23.2.4 relief from performing that obligation; or

23.2.5 to delay his performance of that obligation; or

23.2.6 a corresponding adjustment to the Contract in relation to price or delivery.

23.3 Notwithstanding the provisions of paragraph 23.1 and 23.2, the Contractor shall not be entitled to be granted relief from performing an obligation under the Contract, or to delay the performance of an obligation, or to a corresponding adjustment to the Contract in relation to price or delivery, where and to the extent that the Contractor failed to comply with his obligations under these INSTRUCTIONS and such failure gave rise to the exercise of the provisions described in paragraph 23.1.

Annex A

Specific requirements applicable to: (Named NATO Operation)

Contract: *(To be completed prior to contract Award)*

Contract Number: _____

CONTRACTOR: _____

Reference paragraph	Subject	Specific Instruction

Annex B

DEPLOYMENT INSTRUCTION FORMS

(Named NATO Operation)

Contract: (To be completed prior to contract Award)

1. This Annex contains the following forms: Authorisation to Deploy Contractors, Nominal Roll for Contractor Personnel Deploying, Manpower Return.
2. Forms for the Authorisation for contractors to deploy (Appendix 1) and the list of named personnel (Appendix 2) in this Annex are to be completed and authorized as early as possible and at least 48 hours prior to deployment. Parts 1, 2 & 3 of Appendix 1 are to be completed by NSPA before being passed to **(Named NATO Operation)** Security for approval. When Part 4 is completed the form must be passed to **(Named NATO Operation)** Security for completion at part 5. The original must then to be sent to JFC HQ J4 for action, distribution and archiving. The contractor must provide a list of named personnel and other relevant information to NSPA as soon as possible after the Authority to Deploy has been given and before the actual deployment commences (using the form at Appendix 2).
3. **NSPA Responsibilities.** After the completion of the “Authorisation to Deploy Contractors” form, the **(Named NATO Operation)** Pass & Permits Arrivals Organisation must be advised of the arrival date(s) of the contractor’s personnel so that briefings and preparation requirements can be arranged.
4. NSPA must ensure that the total number of contractors authorized for deployment on the original form is not exceeded. If additional manpower is required or the duration of the deployment is exceeded, then a further authorisation will be required to ensure that accurate records are maintained.

MANPOWER RETURN

5. The manpower return at Appendix 3 is to be completed by the contractor and passed to NSPA as detailed in this document.

Appendices:

1. Authorisation to Deploy Contractors
2. Nominal Roll for Contractor Personnel Deploying
3. Manpower Return

Annex B, Appendix 1**AUTHORISATION TO DEPLOY CONTRACTORS****OPERATION:** *(Named NATO Operations)***CONTRACT NUMBER**.....**Authorisation Serial no**.....

<u>PART 1 – NSPA Details</u> Contact..... Address..... Tel No..... E-mail.....	<u>HQ OF NAMED NATO OPERATION Details</u> Contact..... Address..... Tel No..... E-mail.....
<u>PART 2 – Justification</u> (Completed by NSPA) Provide a brief outline of the task of the contractor and possible employment locations (no mention of cost/value of the contract is to be made) Signed..... Name..... Tel No.	
<u>PART 3 – Details of Contractor</u> (Numbers involved not named personnel) Contractor..... (Include Main & Sub Contractor Names) Address(es)..... Tel No Estimated Maximum number of personnel involved Date of expected arrival in-theatre..... Point of Entry into theatre Expected Duration..... Weeks/Months/Years/Enduring* (Delete as applicable) HR Point of Contact Name/Office.....Tel No.....	

PART 4 – Approval

To be signed by Appropriate Tasking Agency

Active/Non-Active Deployment *

Signed (OF4 Minimum)

Name

Appointment

Date

PART 5 – Authority

Employment of Contractors outlined in Part 3 is Authorised/Not Authorised*

Signed

Name Date

ALL COMPLETED FORMS TO BE FORWARDED TO HQ NAMED NATO Operation J4

PART 6 – Action by HQ OF NATO OPERATION

Noted

Distribution (by HQ OF NAMED NATO Operation):

JFC

Contractor*/Prime Contractor*

NSPA

* Delete as appropriate

Annex B, Appendix 2

NOMINAL ROLL FOR CONTRACTOR PERSONNEL DEPLOYING TO ***(Named NATO Operation)***

To HQ ***(NATO Operation)*** J4

From

Unit Name

Op Name

HQ NAMED NATO Operation AUTHORISATION SERIAL No.....

Serial (HQ NATO OPERATION use)	Surname	Initials	Expected Date of		Expected Work Location	Pre Deployment Training Undertaken & Location	List of current Inoculations	Running Total (HQ NATO Operation use)
			Arrival in Theatre	Departure from Theatre				

To be completed by the contractor and sent to NSPA for onward transmission to *(HQ NAMED NATO Operation)*** & JFC HQ**

HQ *(NAMED NATO Operation)***: When completed this must be attached to the Authority to Deploy form.**

TO BE SUBMITTED 48 HOURS PRIOR TO DEPLOYMENT

MANPOWER RETURN

(TO BE SUBMITTED MONTHLY ON THE FIRST DAY OF THE MONTH)

To HQ (NAMED NATO Operation) /NSPA Programme Management Office (delete as appropriate)

From

Location

Op Name

CONTRACTOR PERSONNEL IN “MONTH”/”YEAR”

SURNAME	FIRST NAME	DOB	NATIONALITY	MALE / FEMALE	TRADE	WORK LOCATION	Arrival in theatre	Departure from theatre	GENERAL COMMENTS INCL: TRAINING UNDERTAKEN DETAILS OF INJURIES/DISCIPLINARY MATTERS ETC.

NAME (BLOCK CAPITALS):

SIGNATURE:

Date: