

NSPA KC-135 Group A-Kits Contract Flowdown

Contract Flow-Downs NATO Support Agency Contracts NSPA Contract LC-CC 460004024

NSPA General Provisions for this contract (Materials) are available at
<https://www.nspa.nato.int/business/procurement/general-information>

1. The condition of the material must be NEW of current production, (i.e. Item of latest production in accordance with applicable specifications / drawings in conformance with the appropriate airworthiness standards in production, quality, condition monitoring and documentation).
2. Parts manufactured should be traceable back to the Type Certification holder, the Production Approval Holder, the Original Equipment Manufacturer (OEM) or his authorized representative. For commercial parts, delivery from an authorized representative or distributor with Certificate of Conformance – COC - from the licensed/authorized manufacturer is acceptable unless certificates such as EASA Form One or FAA Form 8130-3 for aircraft flying under relevant airworthiness regulations are provided. Should the latter be mandatory for aircrafts flying under civilian airworthiness regulations, this will be documented against each order line below.
3. SURPLUS material (parts originally bought by a Government and sold as surplus), PMA parts, or otherwise alternate parts, will not be accepted except as otherwise approved on this Order.
4. Aircraft common hardware and fasteners: Sub-Contractor's/Supplier's delivery documentation must document the production lot and inspection/testing protocol.
5. In the event that the Sub-Contractor/Supplier encounters difficulty in meeting the time limits specified for any delivery, it shall immediately notify Borsight in writing, giving pertinent details.
6. The Sub-Contractor/Supplier is responsible for maintaining effective control of the quality of materiel. If the Sub-Contractor/Supplier himself is not the manufacturer of the contracted materiel, it shall impose these quality requirements upon his subcontractor.
7. The Sub-Contractor/Supplier shall maintain applicable ISO 9001 certifications for the duration of the contract.
8. Whenever circumstances require the substitution of an item or part thereof ordered by a purchase order under this contract, the Sub-Contractor/Supplier must refer the proposed substitute to Borsight for approval, together with the NATO Stock Number (if available), Part Number of the proposed substitute, and if applicable, drawing built standard for the part number, including revision details and all major and minor waivers and deviations incorporated.
9. When both NATO Stock Number and Part Number identify an item, the NATO Stock Number will govern.
10. The Sub-Contractor/Supplier shall comply with the applicable national environmental regulations, including those applicable to Ozone Depleting Substances as of date of this outline agreement.
11. The Sub-Contractor/Supplier warrants that he has suitable facilities available and that he has all necessary license rights and skilled personnel, technical orders, data, specifications, drawings,

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standard and special test equipment, and tooling to enable him to comply with the requirements of this contract.

12. No *hazardous material* will be used in the production, supply or maintenance of any item placed on contract by the NATO Support and Procurement Agency (NSPA). If the item purchased or serviced in any manner contains hazardous materiel due to the replacement of spares or hardware, the Sub-Contractor/Supplier shall inform Borsight accordingly. Failure to provide the above information will be considered as justification for cancellation of the contract for cause. PLEASE NOTE THAT NO ITEMS CONTAINING ASBESTOS MAY BE USED.
13. Any procedures developed by the Sub-Contractor/Supplier not specified in the prescribed execution and performance specifications shall be approved prior to implementation. All deviations & waivers, Source Approval Requests, engineering test, etc., (including those associated with spare part purchases) shall require approval from the NSPA Procurement Officer (PO) who will liaise with the customer design authorities.
14. The Sub-Contractor/Supplier shall indemnify and keep indemnified NSPA, against cases of injury (including death) to any persons or loss of or damage to any property which may arise out of the act, default or negligence of the Sub-Contractor/Supplier, their employees or agents in consequence of the Sub-Contractor/Supplier obligations under the contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Sub-Contractor/Supplier agrees that he has complete freedom of choice of means and capabilities to comply with the obligations of the contract.
15. Without thereby limiting his responsibilities in the above paragraph, the Sub-Contractor/Supplier shall take insurance with a reputable insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in consequence of his obligations under the contract and against all actions, claims, demands, costs and expenses in respect thereof. The Sub-Contractor/Supplier will provide documentary evidence that he took the appropriate insurance. The Sub-Contractor/Supplier must submit a certificate from a reputable company. Acceptance of this certificate in no way equates or implies amendment of the insurance obligation in the contract. Change of insurance level cannot be implied but is to be explicitly accepted by NSPA as an amendment for which the contract defines agreed procedure.
16. The Sub-Contractor/Supplier will comply with the applicable national and/or international product liability regulations.
17. In performing any work or services under this contract on premises which are under the direct control of NSPA's customers, the Sub-Contractor/Supplier shall conform to all safety rules and requirements and take such additional precautions as may be prescribed on such premises for safety and accident prevention purposes. The Sub-Contractor/Supplier agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Sub-Contractor's/Supplier's personnel, NSPA's personnel and/or any third party, performing or in any way involved in the performance of this contract on such premises.
18. The Sub-Contractor/Supplier guarantees that it is in possession of all the necessary intellectual property rights in force in the countries where the items will be manufactured and / or services will be performed, under this contract and in other countries where the intellectual property rights are in force. The Sub-Contractor/Supplier possesses any licenses necessary for the performance of this contract and made any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The Sub-Contractor/Supplier will at his expense hold NSPA harmless and fully indemnify NSPA against all damages, costs, charges,

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expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.

19. The Sub-Contractor/Supplier agrees to assure himself that the Original Equipment Manufacturer(s) (OEM) or any entitled third party have not retained any intellectual property rights, before it provides services and / or manufactures items under the contract. NSPA shall not be liable for intellectual property rights infringements as may be caused by the Sub-Contractor/Supplier.
20. The Sub-Contractor/Supplier confirms that no payments of royalties or fees for intellectual property rights will be claimed by the OEM or any entitled third party for the services performed and / or materiel provided under this contract. In the event that such fees are claimed, the Sub-Contractor/Supplier will bear any and all responsibility.
21. The hereafter mentioned intellectual property right conditions apply to all data deliverables under this contract, wherein the term data means all recorded information, regardless of form or media, and includes technical data and software, and wherein software means any computer program, computer database, and software associated documentation.
22. Intellectual property rights of the data package(s) or information developed and furnished under the terms of this contract shall become NSPA property for the unique use of NSPA or its customers' requirements.
23. NSPA shall have the right to use, copy, modify, release and re-use the data deliverables. The rights of NSPA to use, copy, modify, release and re-use data shall be free of charge.
24. The Sub-Contractor/Supplier shall keep confidential any information obtained under or in connection with the contract and shall not divulge the same to any third party without the consent in writing of NSPA. The provision of this Part shall not apply to:
 - Any information in the public domain otherwise than by breach of the contract
 - Information in the possession of the receiving party before divulgence as aforesaid.
 - Information obtained from a third party who is free to divulge the same.
25. The Sub-Contractor/Supplier shall divulge confidential information only to those employees who are directly involved in the contract or use of the Software and shall ensure that such employees are aware of and comply with these obligations as to confidentiality. And shall ensure that their Sub-Contractors are bound by the requirements of confidentiality.
26. The Sub-Contractor/Supplier warrants that on the basis of information available to him, it is not aware of any national law or regulation, or any circumstances that might prevent him from fulfilling his obligations under this contract in time of alert or war.
27. The contract contains technical data which has been assigned as "Distribution Statement D". As such, it is a condition of the Contract that the Sub-Contractor/Supplier shall maintain a valid approval to access the aforementioned technical data throughout the duration of the Contract, as evidenced by an approved Form DD 2345.
28. Subject to prior notification, NSPA representatives will have reasonable access to the premises where the work required by the contract is being undertaken and to observe or inspect any work or test performed. Accordingly, the Sub-Contractor/Supplier undertakes to permit such access to

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his own premises and to ensure that similar rights are included in the terms and conditions of all sub-contracts.

29. Upon NSPA request, the Sub-Contractor/Supplier shall make available all relevant drawings, specifications, procedures, tools, measuring instruments, test equipment and records.
30. NSPA draws the Sub-Contractors'/Suppliers' attention to the fact that it is strictly forbidden to offer gifts or other advantages to Agency staff members. This also includes any so-called end-of-year gifts, which cannot be considered to be advertising presents.
31. The Sub-Contractor/Supplier shall advise Borsight if any ex-NSPA employees are engaged in the work under this Contract. This only applies to employment with NSPA less than two years before the date of involvement in this Contract.
32. The Warranty provisions for Materials as per NSPA General Provisions for Fixed-Price Contracts (Materiel) are supplemented to include the following:
 - a. "The Sub-Contractor grants a warranty of five hundred (500) flight hours for aircraft peculiar parts, or two (2) years after delivery, whichever is shortest, or twelve (12) months after delivery of the materiel for other parts.
 - b. In case a defective item is accepted by the sub- contractor for return and replacement / repair under the warranty conditions of this contract, the transportation costs for the defective item from Borsight to the place where replacement and correction will be made and back to Borsight, will be borne by the sub-contractor.
 - c. The sub-contractor will comply with the applicable national and / or international regulations with respect to product liability.

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