

CONTRACT no./2024

Concluded on September 2024 in Szczecin between:

Headquarters Multinational Corps Northeast with the seat in Poland, Szczecin, ul. Łukasińskiego 33, operating under the Convention between the government of the Republic of Poland, the government of the Kingdom of Denmark and the government of the Federal Republic of Germany on Multinational Corps Northeast (Journal of Laws of 2000 no 21 item 259), represented by:

- 1.Col Marcin Matla – Financial Controller
- 2.LtCol Jan Glargaard – Branch Head Contracting

hereinafter referred to as the „Client” or HQ MNC NE

and

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Represented by:

.....
hereinafter referred to as the „Contractor”,

The content of this Contract has been constructed according to the conditions defined in the Invitation for Bid ICB 07/24, dated 10 September 2024 and the Contractor’s bid dated 2024.

§1 Subject of the contract

1. The Contractor undertakes to deliver the following products (hardware) and services:

9 CISCO Routers (with Tempest Level B certificates):

- Cisco Catalyst C8300 - 1N1S-4T2X Router
- CON-SNT-C8304T2X–SNTC-8X5XNBD Cisco Catalyst C8300
- C-NIM-4X - 4-port Layer 2/3 GE Switch Network Interface Module
- DNA-P-T1-A-3Y - Cisco DNA Advantage On-Prem Lic 3Y-upto 200m(Aggr,400M)

CON-DSNT-C8304T2X - CDAR SNTC 8X5XNBDCisco Catalyst C8300

SVS-PDNA-ADV - Embedded Support for SW - Tiered DNA Advantage On-Prem

- a) Documentation, including warranty documentation.
2. Details describing subject of the contract are defined in Annex no. 1 to the contract and the Contractor's price proposal constituting Annex no. 3 hereto, being integral part of this contract.
 3. Contractor must deliver TEMPEST certificates or confirmation of authorized TEMPEST laboratory that devices passed successfully emission tests executed by the authorized TEMPEST laboratory. Only TEMPEST Certificates issued by the HQ Security Accreditation Authority (Polish Military Counterintelligence Service or Polish Internal Security Agency), NATO TEMPEST Authority or NATO TEMPEST Vendor (with green status) can be accepted. In case of required clarification the TEMPEST Authority appropriate for the HQ MNC NE will be consulted for final guidance.
 4. The products, including any related licenses, manuals etc, will become the property of HQ MNC NE upon their delivery.
 5. The Contractor declares that the products being subject matter of this contract:
 - are new (not used in any other activities like demonstration etc.) and free of any legal and physical defects,
 - meet qualitative and functional standards of required functions to be performed and it has no faults or defects that could reduce its value or applicability for the normal and contractually stipulated use,
 - come from the manufacturer's authorised distribution channel and be covered by the manufacturer's service in Poland,
 - are not purchased from manufacturers that come from a country that directly or indirectly supports states generally regarded by the international community as terrorist.
 6. The Contractor warrants that hardware will be registered at the respective or existing HQ MNC NE account with a manufacturer of a specific piece of equipment (if required). Account details will be provided to the contractor by HQ MNC NE after signing of the contract.
 7. The equipment must be covered by the service of manufacturer for the warranty period.

§2 Delivery

1. The Contractor is responsible for the effective delivery (and installation) of the products being the subject of the contract. The delivery time and collection of products must be agreed with the person indicated in § 2 point 10.
2. Time of delivery of products shall be not later than **.... weeks** after signing of the contract.
3. The general place of delivery shall be Headquarters Multinational Corps Northeast at ul. Łukasińskiego 33, 70-215 Szczecin, Poland .

4. A truck with a lift is required in case of delivery equipment stored on pallet.
5. The delivery shall be confirmed with a Delivery Acceptance Protocol (DAP).
6. Property right to the products will be transferred to the Client after signing of DAP - the model protocol is attached as Annex no. 2. The Contractor shall provide the necessary documentation of the products, together with the devices. The devices, including any related licences, manuals etc. will become the property of HQ MNC NE at the moment of signing of DAP.
7. The guarantee shall become effective on the day of the signing of DAP mentioned in § 2 point 5.
8. Together with delivery of products specified in §1, the Contractor will provide required TEMPEST certificates to confirm respective TEMPEST level B in accordance with SDIP 27/1. Individual certificates shall be provided for each set of devices.
9. HQ MNC NE does not allow for partial deliveries.
10. On the part of HQ MNC NE the person responsible for receiving the hardware (and certificates) and to sign Delivery Acceptance Protocol shall be Mr Bartosz Stępień (tel. +48 91 44 45 653, e-mail: BARTOSZ.STEPIEN@mncne.nato.int).

§3 Payments

1. The Parties to the contract set the net remuneration for completion of the subject of the contract at **EUR/PLN/USD** (say:.....
..... **00/100 EUR/PLN/USD**).
2. The invoice issued to the Client shall be VAT and customs duty exempted. The Contractor will be provided EU exemption certificate, if required.
3. The Parties to the contract agree that remuneration for providing the product shall be paid to the Contractor within **30 days** since receiving a proper invoice based on the signed delivery acceptance protocol (DAP).
4. Remuneration due for the Contractor shall be transferred from the HQ MNC NE bank account to the Contractor's bank account number:
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(compliant on the day of transfer with the bank account specified in the list of entities referred to in the Art 96b item 1 on the Tax on goods and services Act).
5. The remuneration shall comprise all the taxes binding in Poland including VAT and customs duty as well as other fees related to delivery and work performance.
6. Remuneration in the invoice may be determined in EUR/USD or in PLN with the reservation that in case an invoice is issued in PLN, the average National Bank of Poland (NBP) exchange rate PLN/EUR (PLN/USD) applicable on the date of an invoice issuance shall be applied for conversion.
In any case VAT shall be calculated and will be paid in PLN following the above principle.
7. The remuneration includes the cost of delivery (and installation) to HQ MNC NE premises, ie. Poland, Łukasinskiego 33, 71-215 Szczecin.
8. The remuneration shall include all licence fees necessary for the software which is the subject of this contract.
9. HQ MNC NE does not allow for partial payments.

§4 Warranty and Guarantee

1. The Contractor shall grant the Client guarantee and service support for the product within a period of **36 months**.
2. The guarantee document shall be delivered to the Client on the day of final acceptance of delivery.
3. The warranty period for physical defects of the delivered equipment equal to the guarantee period and the guarantee period shall commence on the date of final acceptance.
4. Removal of faults of equipment found in the shall take not longer than 30 calendar days from reporting the fault by the Client (by fax or e-mail). The work will start not later than on next business day after the Client reporting the fault.
5. If a repair takes longer than 30 days, until it is completed, the Contractor shall provide substitute equipment having the same parameters and the same quality.
6. If a repaired device would require passing emission test to confirm a respective emission security standard (NATO SDIP-27/1 TEMPEST level B) and a new certificate will be required in this regard, all related costs shall be borne by the Contractor.
7. If the Contractor fails to remove a defect within the deadline defined in subparagraph 4 of this paragraph, the Client has the right to have the defect removed by another entity at the cost of the Contractor (including the cost of Tempest certificate level B).
8. Contractor accepts that any spare parts/elements of faulted/replaced equipment will stay at HQ MNC NE (will not be returned to factory or Contractor).

§5 Contractual penalties

1. The Contractor shall pay contractual penalties for:
 - a) A delay in performing the subject of the Contract in the amount of 0,2% of the net price specified in § 3.1 for each day of the delay of day of delivery, specified in § 2.2.
 - b) A delay in performance of guarantee and warranty repairs specified in § 4 of the Contract within the time specified in § 4.4 in the amount of 0,2% of the total net value of the contract specified in § 3.1, for each day of delay.
 - c) **Withdrawal** from the contract for reasons for which the Contractor is responsible in the amount of 15% of the total value of the contract as specified in § 3.1.

2. A delay in performing the subject of the contract exceeding 15 days entitles the Client to withdraw from the contract with immediate effect. In this case, the contractual penalty shall be due from the moment the contractor receives the notice of withdrawal.
3. Total amount of calculated contractual penalties may not exceed 20% of the net value of the contract.
4. Contractual penalties shall be payable by the Party in default within 14 days from a date of receiving a notification from the Party claiming a penalty.
5. The Client reserves the right to deduct the value of the accrued penalties from the invoice due for the subject matter of the Contract.
6. The Parties to the contract are entitled to seek compensation according to the principles stated in the Polish Civil Code, if the damage caused to them exceeds the amount of applicable contractual penalties.

§6 Confidentiality

Any information received in relation to this Contract shall be considered confidential. Contractor shall keep secret all data and information obtained in connection with the contract, unless the information has been revealed due to actions of persons not connected to the Contractor.

§7 Correspondence

1. Any contractual correspondence is to be forwarded to the addresses specified in the introduction part of the contract.
2. Any change in the addresses should be notified by the party to the other party under the pain of assumption that the correspondence send to the current address was serviced effectively.

§8 Final Provisions

1. Any changes to this Contract require a written form (under pain of nullity) of an Annex to this Contract and need to be signed by authorized representatives of both Parties.
2. Any disputes or claims arising out of or in connection with this Contract shall be settled by the competent court in Szczecin.
3. This contract shall be governed by and interpreted in accordance with the laws of Poland.
4. This Contract (and its Annex) shall be drawn up and executed in two (2) identical copies, in English language, of which each Party receives one.

Annexes:

1. Annex no. 1: Technical specification - 2 pages.
2. Annex no. 2: Delivery Acceptance Protocol - 2 pages.
3. Annex No 3: Contractor's price proposal - pages
4. Annex no. 4: Provision on Personal Data Protection – 2 pages

CLIENT
Contracting Officer

CLIENT
Financial Controller

CONTRACTOR

TECHNICAL SPECIFICATION

I. Subject of the contract / bidding

The subject of the bidding is **procurement of 9 CISCO Routers (with Tempest Level B certificates) for HQ MNC NE**, with delivery (and installation) to Baltic Barracks, ul. Łukasieńskiego 33, Szczecin.

Detailed description and configuration of one Cisco Router with all additional services is described in paragraph II below.

II. Technical Specifications and number of items

1. Procurement of nine (9) CISCO Routers (with Tempest Level B certificates).

Detailed description and configuration of **one** CISCO Router is described below:

- Cisco Catalyst C8300 - 1N1S-4T2X Router
- CON-SNT-C8304T2X-SNTC-8X5XNBD Cisco Catalyst C8300
- C-NIM-4X - 4-port Layer 2/3 GE Switch Network Interface Module
- DNA-P-T1-A-3Y - Cisco DNA Advantage On-Prem Lic 3Y – upto 200M (Aggr, 400M)
- SV-PSTL1-T1-A3Y - Success Track L1 – DNA Advantage OnPrem Lic, T1,3Y
- CON-DSNT-C8304T2X - CDAR SNTC 8X5XNBDCisco Catalyst C8300
- SVS-PDNA-ADV - Embedded Support for SW - Tiered DNA Advantage On-Prem

All routers with electromagnetic protection test TEMPEST in line with standard: SDIP-27 Level B.

Modification TEMPEST SDIP-27 Level B:
SDIP-27/1 Level B (or tested for NATO Equipment Zone 1 (i.a.w SDIP-28/1)
TEMPEST certificates or confirmation of authorized TEMPEST laboratory
Tempest enclosure specification: all system
Power line certification: yes,
TEMPEST modification: TEMPEST level B switch modification

2. Documentation:

- documentation related to the equipment, systems, licences, manuals, etc.
- documentation related to the warranty.

Delivery Acceptance Protocol

to the Contract no

I confirm, that the subject matter of the Contract no has been delivered

to HQ MNC NE on:.....

Quantity	Name of the product	Description	Category	Service type	YES/ NO
9	Cisco Catalyst C8300 - 1N1S-4T2X Router	-CON-SNT-C8304T2X-SNTC-8X5XNBD Cisco Catalyst C8300 -C-NIM-4X - 4-port Layer 2/3 GE Switch Network Interface Module -DNA-P-T1-A-3Y - Cisco DNA Advantage On-Prem Lic 3Y – upto 200M (Aggr, 400M) -SV-PSTL1-T1-A3Y - Success Track L1 – DNA Advantage OnPrem Lic, T1,3Y	Product / Service	NEW	
Certificates related to 9 sets of devices/systems	Modification TEMPEST SDIP-27 Level B	- SDIP-27/1 Level B (or tested for NATO Equipment Zone 1 (i.a.w SDIP-28/1)) - TEMPEST certificates or confirmation of authorized TEMPEST laboratory - Tempest enclosure specification: all system - Power line certification: yes, - TEMPEST modification: TEMPEST level B switch modification.	Service	Made by authorized laboratory	
9 sets	Documentation	- Documentation related to the equipment, systems, licences, manuals, etc. - Documentation related to the warranty. - Documention on the client's equipment.	Product	NEW	

Remarks:

.....

Date of signature of the protocol:

Accepted by:

CLIENT

CONTRACTOR

Provision on Personal Data Protection

1. The performance of the Agreement requires the collection of personal data (information and data exchanged in connection with the Agreement that are linked to any identified or identifiable natural person or, to the extent that they conflict with applicable laws, that are subject to applicable data protection laws). The scope of personal data includes personal data necessary for the performance of the subject matter of the Agreement, in particular, which may concern employees of the Parties to the Agreement, and other natural persons whose personal data are necessary for the performance of the subject matter of the Agreement. Personal data may include: name and surname, business email address, business telephone number, job position, information on qualifications and trainings held.

2. Both Parties shall comply with applicable data protection laws regarding personal data processed in connection with activities under this Agreement. The Parties shall take all commercially reasonable and legal steps to protect personal data from unauthorised access.

3. If both Parties transfer personal data, they will ensure that they are authorised to do so. The party transferring personal data will notify the persons whose personal data it has transferred of such transfer prior to transferring personal data to the recipient.

4. Both Parties may share personal data with their service providers, but only in accordance with applicable data protection legislation and with appropriate safeguards implemented.

5. To the extent that both Parties process Personal Data under this Agreement, they shall be entitled to retain the Personal Data for the duration of this Agreement and thereafter as required by the Agreement to protect the rights of both Parties or to comply with legal and reporting requirements. To the extent that a Party processes

Personal Data for purposes separate and apart from this Agreement, it shall act as data controller and assume the legal obligations of the data controller, including the determination of an appropriate storage period for the data.

6. If Personal Data are associated with a Data Breach Incident (any circumstance involving the actual or reasonable possibility of unauthorised persons accessing, coming into possession of, losing or destroying Personal Data), the Party on whose system the Data were stored shall be responsible for any notification and associated costs. Unless contrary to law or prohibited by a regulatory authority having jurisdiction over one of the Parties, the notifying Party shall use reasonable endeavours to make arrangements with the other Party to enable it to have an input into the content of the notification before it is made.

7. If, in the course of performing its obligations under this Agreement, either Party becomes aware of: (i) a complaint or allegation indicating a breach of applicable data protection laws; (ii) a request by one or more persons seeking access to, correction of, or deletion of personal data; or (iii) an enquiry or complaint by one or more persons in relation to the processing of personal data, then that Party shall make all reasonable efforts to promptly notify the other Party of the aforementioned circumstances, except where prohibited by law, prohibited by law enforcement authorities or by a relevant regulatory authority. The Parties will provide each other with commercially reasonable support in reviewing the above information, identifying relevant information, preparing responses, implementing corrective actions and/or cooperating in the conduct of and defending against any claims and legal or regulatory proceedings.

8. For matters not regulated in this section, the relevant provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and the Act of 10 May 2018 on the protection of personal data shall apply.