

NCIA/ACQ/2025/ 06587 20 February 2025

REQUEST FOR INFORMATION PROJECT "GSM Relay Replacement"		
NCI Agency Reference: RFI-424236-ANWI		
NCI The Agency is requesting information from Nations and their qualified vendors regarding potential solutions to replace the outdated GSM Relay system with a modern, state-of-the-art alternative to operate at the NATO HQ in Belgium.		
NCI Agency Point of Contact Senior Contracting Assistant: Mihaela Zoicas		
E-mail: CO-424236-ANWI@ncia.nato.int		

To : Distribution List (Annex A)

## Subject : NCI Agency Request for Information GSM Relay Replacement

 NCI Agency requests the assistance of the Nations and their Industry to identify a commercially available solution that can meet or exceed NATO requirements for ensuring enhanced GSM Relay capabilities at NATO HQ in Brussels. This Market Survey is being issued to identify potential solutions and possible suppliers. The broadest possible dissemination by Nations of this RFI to their qualified and interested industrial base is requested.

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- 2. A summary of the requirements is set forth in the Annex B attached hereto. Additional technical details (Annex C) and Questionnaire (Annex D) will be distributed by email, upon request to qualified suppliers and subject to receiving a signed Non-Disclosure Undertaking (Annex F). Companies with intention to submit a response to this RFI are invited to request the additional technical details and the questionnaire as soon as possible and return the NDU signed accordingly. Respondents are requested to reply to the required information at Annex D Other supporting information and documentation (technical data sheets, descriptions of existing
  - 3. The NCI Agency reference for this Request for Information is **RFI-424236-ANWI** and all correspondence and submissions concerning this matter should reference this number.
  - 4. Respondents are invited to carefully review the requirements in Annex B and C.

installations, etc.) are also desired.

- 5. Responses shall in all cases include the name of the firm, telephone number, e-mail address, designated Point of Contact, and a NATO UNCLASSIFIED description of the capability available and its functionalities. This shall include any restrictions (e.g. export controls) for direct procurement of the various capabilities by NCI Agency. Non-binding pricing information is also requested as called out in Annex D.
- 6. Responses are due back to NCI Agency no later than **12:00 Brussels time on 06-March-2025**.
- 7. Please send all responses via email to the following NCI Agency Point of Contact:
- 8. For the attention of: Mihaela Zoicas at CO-424236-ANWI@ncia.nato.int
- 9. The Agency may request a demonstration of the described solution. Respondents will be contacted if such a demonstration is desirable to make further arrangements. Respondents are requested to await further instructions after their submissions and are requested not to contact directly any NCI Agency staff other than the POC identified above in Paragraph 8.
- 10. Respondents are requested to await further instructions after their submissions and are requested not to contact directly any NCI Agency staff other than the POC identified above in Paragraph 8.
- 11. Any response to this request shall be provided on a voluntary basis. Not responding will not prejudice or cause the exclusion of companies from any future procurement that may arise from this Request for Information.
- 12. Responses to this Request for Information, and any information provided within the context of this survey, including but not limited to pricing, quantities, capabilities, functionalities and requirements will be considered as information only and will not be construed as binding on NATO for any future acquisition.

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NATO Communications and Information Agency 13. The NCI Agency is not liable for any expenses incurred by firms in conjunction with their responses to this Request for Information and this shall not be regarded as a commitment of any kind concerning future procurement of the items described.

14. Your assistance in this Request for Information is greatly appreciated.

### FOR THE CHIEF OF ACQUISITION

Mihaela Zoicas Senior Contracting Assistant

### Enclosures:

Annex A (Distribution List) Annex B (Summary of Requirements) Annex C (Additional Technical Information) – distributed upon request to qualified suppliers and after receiving a signed NDU (Annex F) Annex D (Questionnaire - Information requested) – distributed upon request to qualified suppliers and after receiving a signed NDU (Annex F) Annex E (Abbreviations) Annex F (Non-Disclosure Undertaking)

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### ANNEX A

# Distribution List for Request for Information RFI-424236-ANWI

All NATO Delegations (Attn: Investment Adviser)

NATO Members Embassies in Brussels (Attn: Commercial

Attaché) NCI Agency – All NATEXs

NCI Agency – (reserved)

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Annex B NCIA/ACQ/2025/ 06587

### ANNEX B

### Scope and Requirements

### 1 Information

- 1.1 Purpose of the RFI: Request for Information is the first step in this process gather insights from Industry about solutions to replace outdated GSM Relay system at NATO HQ with a modern, state-of-the-art alternative.
- 1.2 Scope of the RFI: At this stage, NCI Agency is willing to evaluate all the available services on the market which can provide technological, robust, capable and cost effective solutions to NATO. Industry are invited to share insights on technical feasibility, especially on cyber security compliance of the new system with standalone or NATO HQ CIS integrated installation.
- 1.3 Vendors are invited to propose innovative solutions for providing the GSM Relay service. We encourage you to think beyond the constraints of our existing system overview and requirements. Your proposals can include new technologies, methodologies, or any creative approaches that enhance the efficiency, coverage, and reliability of the GSM Relay service.
- 1.4 We are particularly interested in solutions that:
  - Leverage the latest advancements in telecommunications technology,
  - Provide enhanced coverage and signal strength,
  - Offer scalability and flexibility for future expansion,
  - Improve energy efficiency and reduce operational costs,
  - Ensure robust security and data protection,
  - Reuse existing wiring.

Please include detailed descriptions of your proposed solutions, along with any supporting documentation or case studies that demonstrate their effectiveness and potential benefits.

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- 2.1 NATO HQ building materials and surfaces at the campus, such as concrete, metal, and glass, aggravate radio signal propagation by causing reflection and negatively impacting signal penetration and distribution.
- 2.2 The Provider shall coordinate with mobile network operators in Belgium and assure that the NATO HQ campus has 100% indoor coverage and capacity to support the volume of prospective users and that all public services are available within the campus for all Belgium operators. It is believed that the building may not allow GSM signals to propagate into the complete building or designated areas. The Provider shall identify a solution to provide a GSM coverage throughout the building and to act as an interface between users' personal GSM handset and his/her GSM provider without any additional roaming changes. There are two cases to consider. One the official mobile phone provider for NATO and one for the major mobile phone providers in NATO countries. The solution must satisfy the first use case and should satisfy the second use case.
- 2.3 The scope of the "GSM Relay Replacement" Project is to support the award of a five-years contract as a minimum.
- 2.4 The first tranche is allocated to the project phase, which involves replacing the existing obsolete GSM Relay solution at the NATO HQ campus with a state-of-the-art solution to be accredited in keeping with NATO security directives and guidelines. This phase also includes all maintenance activities until the end of the year.
- 2.5 The subsequent tranches are dedicated to maintaining the new GSM Relay solution and its capabilities.

### 3 <u>Eligibility</u>

3.1 Eligible suppliers of the service and the equipment used must be from Participating NATO Nations (ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, SWEDEN, REPUBLIC OF TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES), unless otherwise specifically authorized by the NCI Agency.

### 4 <u>Service Delivery Scenarios:</u>

- 4.1 NCIA is focusing on two possible scenarios with preference on Contractor Owned Contractor Operated (COCO) option – for the implementation and operation of the new GSM Relay service/capability:
  - A. <u>NATO Owned Contractor Operated (NOCO)</u>:

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The supplier may provide a cost estimate for:

- Initial investment: including the supply of the new GSM Relay solution and its associated digital capabilities.
- The accreditation/certification of the new GSM Relay solution and its associated digital capabilities in case it runs on or interconnect with an existing NATO HQ CIS.
- Operation & Maintenance (O&M): covering services on-site support with required response times, routine maintenance, updates, and periodic security testing.

### B. Contractor Owned - Contractor Operated (COCO):

Under this scenario, the supplier retains ownership of all equipment and provides the required services under a comprehensive yearly fee. The supplier may provide a cost estimate for the yearly fee.

The yearly fee shall include:

- The installation of the new GSM Relay solution.
- The accreditation/certification of the service in case it runs on or interconnect with an existing NATO HQ CIS.
- The supply and maintenance of provisions for the service.
- Comprehensive O&M services as detailed above, including technical support and training.
- 4.2 The potential solutions can be provided in different ways, two example options are below we encourage companies to discover/consider other options as well:
  - A. Shared deployment (as-is)

In this option the GSM Relay antennas (eq. Femto cell) and its infrastructure backend (GSM Controllers) are purchased as onetime fee, including device, license and installation costs by Purchaser, operated and maintained by the Provider (NATO Owned Contractor Operated – NOCO). The existing IP data network is used as a carrier to interconnect the GSM relay antennas with its backend infrastructure, using the ANWI (active, IP network equipment) and PNWI (passive, structured cabling and distribution) services provided and operated by NATO (NATO Owned NATO Operated – NONO).

The physical cabling use to interconnect GSM relay antennas, and the backend infrastructure will use PNWI services (passive, structured cabling and distribution) provided and operated by NATO (NATO Owned NATO Operated – NONO).

If additional or alternative cabling is required, the Provider must include the one-time material and installation costs in the budget. Once installed, the passive wiring will be owned and operated by NATO (NATO Owned NATO Operated – NONO).

Solution component breakdown by ownership and operational entity:

• GSM Relay Antennas – (NOCO)

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NATO Communications and Information Agency IP based Access, Distribution and Core Layers and DMZ – (NONO)

- GSM Relay Service Infrastructure Backend (COCO)
- Mobile Service Provider connectivity / integration (COCO)
- Passive Infrastructure (structured cabling and distribution) (NONO)

#### B. Full end-to-end deployment

In this option, the Provider will cover all initial, one-time costs, including the procurement of GSM relay antennas (e.g., Femto cells), access and distribution layer devices (switches, hubs, etc.) connecting the antennas to the backend infrastructure, the infrastructure backend (GSM Controllers), software licenses, installation, and setup. The Provider will also be responsible for ongoing operational and maintenance expenses and will own the solution (Contractor Owned Contractor Operated - COCO). This option does not integrate with any existing CIS or IP data network available at the site.

The physical cabling use to interconnect GSM relay antennas, the newly deployed access and distribution layers, and the backend infrastructure will use PNWI services (passive, structured cabling and distribution) provided and operated by NATO (NATO Owned NATO Operated – NONO).

If additional or alternative cabling is required, the Provider must include the one-time material and installation costs in the budget. Once installed, the passive wiring will be owned and operated by NATO (NATO Owned NATO Operated – NONO).

The Provider will recover these costs through an annual subscription fee billed to the Purchaser. This model ensures seamless service delivery, eliminates upfront capital expenditures for the Purchaser, and provides predictable, consolidated annual costs for budgeting and financial planning.

Solution component breakdown by ownership and operational entity:

- GSM Relay Antennas (COCO)
- Access, Distribution, Core Layers and DMZ (COCO)
- GSM Relay Service Infrastructure Backend (COCO)
- Mobile Service Provider connectivity / integration (COCO)
- Passive Infrastructure (structured cabling and distribution) (NONO)
- 4.3 Both approaches will be evaluated based on their overall cost-effectiveness, scalability, and alignment with the project's operational and strategic objectives. Vendors are encouraged to outline the benefits and risks associated with each approach and to provide detailed cost breakdowns, indicative timeline for implementation, along with a clear explanation of how their solution will be maintained and supported over time for comparison.
- 4.4 The aim of this future service is to be operational by the end of December 2025.

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### ANNEX E Abbreviations

- 5G NR 5G New Radio
- ANWI Active Network Infrastructure
- CIS Communication and Information Services
- **CISD CIS Description**
- COCO Contractor Owned Contractor Operated
- COTS Commercial Off-The-Shelf
- DMZ Demilitarized Zone
- GSM Global System for Mobile Communications
- HQ Headquarters
- IP Internet Protocol
- **IPSEC Internet Protocol Security**
- LTE Long-Term Evolution
- LWx Long Wing x
- NHQ NATO Headquarters
- NCI Agency NATO Communications and Information Agency
- NOCO NATO Owned Contractor Operated
- NONO NATO Owned NATO Operated
- O&M Operations and Maintenance
- PNWI Passive Network Infrastructure
- POC Point Of Contact
- **RFI** Request For Information
- ROM Rough Order of Magnitude
- S/ADS Security Accreditation Documentation Set
- SecOPs Security Operating Procedures
- SAP Security Accreditation Plan
- SM Single Mode
- SRA Security Risk Assessments

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STVP – Security Test and Verification Plan

- SWx Short Wing
- TER Technical Equipment Room

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Annex F Acquisition Office

Boulevard Léopold III B-1110 Brussels, Belgium

# NON-DISCLOSURE UNDERTAKING

NATO Communications and Information Agency, a subsidiary body of the North Atlantic Treaty Organisation (NATO) established pursuant to Article 9 of the North Atlantic Treaty and subject to the 1951 Ottawa Agreement (hereinafter referred to as the "NCI Agency")

Each a "Party" and together the "Parties".

The disclosure of any Confidential Information belonging to the NCI Agency, either preceding, during, or in the aftermath of the Purpose, shall be governed by the conditions of confidentiality set out in this Undertaking.

### Article 1. <u>Confidential Information</u>

- 1.1 For the purposes of this Undertaking, "Confidential Information" shall mean any information shared by the NCI Agency, or any information that is not generally available to the public and that is treated as confidential by the NCI Agency, or which the Supplier otherwise obtains as knowledge or as a result of its relationship with, access to premises of, or communication with the NCI Agency's employees or independent contractors, whether in written, oral, graphic, electromagnetic, digital, or any other tangible or intangible form, including information without limitation relating to NCI Agency's organization, business, projects, technology, products, services, marketing, research, activities and/or the existence of the Purpose itself.
- 1.2 Without being limited thereto, Confidential Information shall include the following tangible and intangible forms of information: concepts, agendas, designs, drawings, presentation slides, ideas, minutes, e-mails, inventions, specifications, techniques, discoveries, models, data, database structures, database schema, metadata, source code, object code, documentation, diagrams, flow charts, videos (including GIFs and other formats), research, development, processes, procedures, know-how, new product or new technology information, training materials, marketing techniques and materials, marketing plans, letters, online messages, verbal conversations, timetables, strategies and development plans (including prospective trade names or trademarks), intellectual property, customer names and any other information related to customers, pricing and pricing policies, and financial information.
- 1.3 The NCI Agency shall only disclose Confidential Information to the Supplier as necessary for the Purpose.

#### Article 2. <u>Confidentiality Obligation</u>

- 2.1 Scope and identification of the Parties:
  - (a) <u>The NCI Agency</u> shall include divisions, organizations, agencies, and other bodies of the NATO Organization, including NATO HQ, agencies, and military commands in accordance with the NATO's policy framework relating to the need-to-know principle.
  - (b) <u>The Supplier</u> shall limit the internal dissemination of Confidential Information to the most restricted number of individuals required for the satisfactory execution of the Purpose (need-to-know). Only the following exhaustive list of members of the Supplier shall have access to Confidential Information under the present Undertaking:

#	Name	Title
1		
2		
3		

(c) Every addition to the list at Article 2.1(b) above shall occur on an exceptional basis only, following the prior written approval of an authorized representative of the NCI Agency, in accordance with Article 2.2(a) below.



2.2 The Supplier undertakes with respect to all Confidential Information:

(a) to maintain strict confidentiality and to not disclose or reveal to any third party (not mentioned in the list under Article 2.1(b) above), including professional consultants or affiliates of the Supplier, any Confidential Information received hereunder from the NCI Agency without the clear and express prior written consent of a duly authorized representative of the NCI Agency.

For the avoidance of doubt, the Supplier shall only communicate about Confidential Information with the following individuals acting as duly authorized representatives of the NCI Agency for this Undertaking, unless explicitly instructed otherwise in writing by the following individuals:

- (b) to solely use the Confidential Information for the Purpose, and not to make any use, directly or indirectly, by act or by omission, of the Confidential Information in a manner inconsistent with the Purpose;
- (c) to inform the NCI Agency of the location of any physical representations of Confidential Information in the possession of the Supplier, and to inform the NCI Agency should the location of this Confidential Information change following physical handling;
- (d) to not produce tangible or intangible copies or reproductions of any part of the Confidential Information without the prior express written consent of an NCI Agency's representative;
- (e) to use the same degree of care and means that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means, technical or other, to ensure the confidentiality of such Confidential Information and avoid a third party to have access to the Confidential Information;
- (f) not to alter, modify, disassemble, reverse engineer or decompile any Confidential Information without the clear and express prior written consent of a duly authorized representative of the NCI Agency;
- (g) to immediately, upon instructions from the NCI Agency, return or destroy any Confidential Information in tangible or intangible form, together with any copies that may have been made, in accordance with Article 2.2(d):
  - i) upon completion or abandonment of the Purpose or the activities to which they relate; or
  - ii) upon termination of the Undertaking or any business or other relationship between the Parties; or
  - iii) in any event, upon written request of the NCI Agency:
- (h) in the event of an actual or suspected breach of confidentiality, not limited to but including any misappropriation or unauthorized disclosure of Confidential Information, to inform the NCI Agency immediately in writing of such breach and of the actions the Supplier has undertaken to remediate the actual or suspected breach;
- (i) to remain exclusively responsible for any of its staff, agents or similar personnel's compliance with the terms of this Undertaking.

### Article 3. Exceptions to the obligation of confidentiality

- 3.1 The restrictions on the use or disclosure of Confidential Information set out in Article 2 hereinabove shall not apply to any Confidential Information which:
  - (a) is or falls within the public domain through no act or omission of the Supplier and as such loses its confidential character; or
  - (b) is disclosed to the Supplier by a third party who is not in breach of any obligation of confidentiality; or
  - (c) was known to the Supplier before such Confidential Information was imparted by the NCI Agency as can be evidenced by its records; or
  - (d) is independently developed by the Supplier without any reference to any Confidential Information.
- 3.2 In the event the Supplier is required to disclose any Confidential Information relating to the Purpose of this Undertaking, due to any statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the Supplier shall advise the NCI Agency of the request for disclosure within 14 calendar days to apply for such legal protection as may be available with respect to the confidentiality of the Confidential Information. The Supplier shall not disclose any Confidential Information until a non-appealable decision is granted. The Supplier shall let the NCI Agency interact with any authority, instance, or legally competent requestor.



### Article 4. Indemnity and Enforcement

- 4.1 The Supplier acknowledges that the Confidential Information has been developed or obtained by the investment of significant time, effort and expense, and that this Confidential Information, as well as its confidential nature, is key for the continued well-functioning and critical security of the NCI Agency. The Supplier understands that the NCI Agency will thus suffer substantial and irreparable harm in the event that the Supplier fails to comply with any of its obligations set forth in this Undertaking.
- 4.2 The Supplier acknowledges that the NCI Agency reserves the right to record instances of any actual breaches of confidentiality by the Supplier, as defined within the terms of this Undertaking, for the purposes of minimising risk and safeguarding Confidential Information. In the extreme circumstance the Supplier is found to have caused repeated or grave breaches of confidentiality, the NCI Agency reserves the right of imposing monetary relief in the form of compensation, for the actual or potential harm caused by the actual breach(es) of confidentiality.

#### Article 5. Scope of the Undertaking

- 5.1 This Undertaking shall not be assignable by the Supplier and the NCI Agency may not delegate its duties hereunder, without the clear and express prior written consent of a duly authorized representative of the NCI Agency, which consent may be granted or denied in the sole discretion of the NCI Agency. All of the terms and provisions contained herein shall be binding upon the Supplier and their respective heirs, successors and permitted assigns.
- 5.2 Nothing in this Undertaking shall be construed as creating any obligation on the part of the NCI Agency to disclose any Confidential Information whatsoever.
- 5.3 All Confidential Information is, and shall remain, the sole property of the NCI Agency. Nothing in this Undertaking shall be construed as granting the Supplier any license or any other rights with respect to the NCI Agency's Confidential Information or proprietary rights.
- 5.4 Nothing contained in this Undertaking shall be construed as creating any obligation or an exception on the part of the NCI Agency to enter into a business relationship with the Supplier, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in the Undertaking shall be construed as creating a joint venture, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, neither Party shall have any right, power or implied authority to create any obligation or duty express or implied, on behalf of the other Party.

#### Article 6. <u>General</u>

- 6.1 This Undertaking shall take effect on its signature date or the first exchange of Confidential Information by the NCI Agency to the Supplier, whichever occurs first, and shall only cease in effect upon the express written consent of an authorized representative of the NCI Agency (regardless of the status of the Purpose). The Supplier agrees that any undertaking given in relation to the Confidential Information shall remain valid after termination of the discussion process relating to the Purpose between Parties.
- 6.2 This Undertaking sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.
- 6.3 No provision of this Undertaking shall be amended, modified or waived without the clear and express prior written consent of a duly authorized representative of the NCI Agency.
- 6.4 If any provision of this Undertaking is held invalid or unenforceable for any reason, this Undertaking shall remain otherwise in full force apart from such provision which shall be deemed deleted, or be amended.
- 6.5 The fact that the NCI Agency does not demand the strict execution by the Supplier of any provision or condition of the present Undertaking at any time will not be considered as a final waiver of the exercise of this right.
- 6.6 The Supplier agrees that, without the prior written consent of the NCI Agency, the Supplier will refrain from attributing any Confidential Information to the NCI Agency in any external or internal communication for any purpose, including but not limited to press releases or otherwise to the media, web sites, offering memoranda, and conversations with third parties including professional consultants and affiliates of the Supplier.



#### Article 7. Disputes and arbitration

- 7.1 The Supplier acknowledges that the NCI Agency, as a subsidiary body of the NATO and subject to the 1951 Ottawa Agreement enjoys full immunity from every form of legal process, unless expressly waived by the NATO Secretary General. Similarly, the NCI Agency staff is immune from legal process with respect to words spoken or written, and of acts conducted within their official capacity and limits of their authority.
- 7.2 All disputes arising under, or which are related to this Undertaking or with respect to its effectiveness, shall be resolved by consultation between the Parties. If no agreement can be found, either Party may open arbitration proceedings in accordance with the following arbitration provisions.
- 7.3 The Party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of their desire to have recourse to arbitration. Within a period of thirty (30) days from the date of receipt of this letter, the Parties shall jointly appoint an arbitrator. In the event of failing to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the NCI Agency, another by the Supplier 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 (15) days following the expiration of the said first period, the appointment shall be made, within twenty-one (21) days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.
- 7.4 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. Any arbitrator must be of the nationality of any one of the member states of the NATO and shall be bound by the rules of security in force within NATO.
- 7.5 Any individual appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if they are of the nationality of one of the member states of the NATO, be bound by the rules of security in force within NATO; if they are of another nationality, no NATO classified documents or information shall be communicated to them.
- 7.6 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Article 7.3 above.
- 7.7 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 at the date of signature of the present Undertaking. The awards 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 appointment of the arbitration expenses
- 7.8 Pending final decision of a dispute, the Supplier shall proceed diligently with the performance of the Purpose, unless otherwise instructed by the NCI Agency.

#### Article 8. <u>Representation</u>

8.1 The Supplier warrants and represents that it has carefully read and understood this Undertaking, and acknowledges receipt of a copy thereof. The individual executing this Undertaking warrants and represents that they have the authority to enter into this Undertaking on behalf of the individual, firm or corporation, of any, listed below their name.

IN WITNESS WHEREOF, the duly authorized representative of the Supplier has executed this Undertaking electronically, each Party retaining a copy of the signed document.

#### For the Supplier

Name:

Title:

Date:

Signature: