

Agreement no. 888.15.6020.00

dated mm.dd.2017

concerning the delivery of six Bird Radar Systems

The State of the Netherlands, represented in this matter by the Minister of Defence, hereinafter referred to as "the State"

and, represented in this matter by, hereinafter referred to as "the Supplier"

Whereas:

- **bird strike prevention is an important issue in the Royal Netherlands Air Force**

agree as follows:

Number of pages: 29

Number of annexes: 8

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Article 1 Definitions and abbreviations

Definitions:

Agreement:	This Agreement, including annexes.
Bird Radar System:	System, comprises of the following subsystems: bird radar with processing unit, ADS-B receiver, vehicle transponders, one portable device for the bird control user, two portable devices for Air Traffic Control and a subscription which enables communication between bird radar, transponders and portable devices.
Corrective Maintenance:	Maintenance carried out following a malfunction or damage.
Defence Purposes:	Any use by or on behalf of the Netherlands armed forces in the widest sense of the word.
Fixed Price:	Price that is fixed and invariable throughout the duration of the Agreement.
Functional Requirements:	The Functional Requirements set out in ANNEX 1 - PROGRAMME OF REQUIREMENTS.
Maintenance Agreement:	Agreement 070.44.5750.43, dated dd.mm.2017 concerning the Preventive, Corrective and Modification Maintenance of 6 Bird Radar Systems.
Modification Maintenance:	Maintenance for the purpose of continued improvement to operational usability, safety, reliability or maintainability of a particular type of equipment.
Other Requirements:	Requirements, other than Functional Requirements, as set out in ANNEX 1 - PROGRAMME OF REQUIREMENTS.
Partial Delivery:	Part of the total quantity to be delivered, as determined pursuant to ANNEX 3 - DELIVERY SCHEDULE.
Preventive Maintenance:	Scheduled maintenance aimed to optimise the availability and reliability of the Bird Radar System, with due regard for the technical and economic lifespan of that system or subsystem.

Abbreviation:

CGAS, Defence Cluster:	Central Government Audit Service, Defence Cluster
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Article 2 Scope of the Supplier's obligations

1. Under the terms and conditions set out in the Agreement the State hereby places an order with the Supplier, who hereby accepts the same, for:
 - a. The delivery, installation and putting into operation of six (6) Bird Radar Systems, as specified in ANNEX 1 - PROGRAMME OF REQUIREMENTS;
 - b. The delivery of a subscription, as part of the Bird Radar System, which enables communication (3G/4G) between the bird radar and three (3) tablet devices, as specified in ANNEX 1 - PROGRAMME OF REQUIREMENTS;
 - c. The delivery of documentation, as specified in ARTICLE 13 - DOCUMENTATION;
 - d. The delivery of training materials and the provision of training, as specified in ARTICLE 14 - TRAINING;
 - e. The delivery of one (1) laptop for analyses of the bird radar data, as specified in ANNEX 1 - PROGRAMME OF REQUIREMENTS;
 - f. Taking care of the project management, as specified in ARTICLE 16 - PROJECT MANAGEMENT, REPORTS AND NOTICES;
 - g. The delivery of two (2) shelters for the bird radar with processing unit on locations in Woensdrecht and Den Helder. as specified in ANNEX 1 - PROGRAMME OF REQUIREMENTS;
2. The Supplier shall perform the Preventive, Corrective and Modification Maintenance of the goods delivered under this Agreement. The Preventive, Corrective and Modification Maintenance and additional services shall be performed under the terms and conditions set out in ANNEX 6 – MAINTENANCE AGREEMENT 070.44.5750.43.
3. The Bird Radar Systems delivered and/or the services rendered shall meet the requirements set out in ANNEX 1 - PROGRAMME OF REQUIREMENTS and shall be designed and constructed in conformity with the technical specifications set out in ANNEX 2 - TECHNICAL SPECIFICATIONS. The Bird Radar Systems must be new from the factory.
4. If compliance with the Other Requirements set out in ANNEX 1 - PROGRAMME OF REQUIREMENTS would result in non-conformity with the Functional Requirements set out in the same annex, the Functional Requirements shall prevail and the Supplier shall present proposals for the necessary amendment of the Other Requirements. After such proposals have been approved by the State, all work already done as well as any work still to be done shall be carried out in conformity with the amended requirements. The application of the provisions of this sub-clause shall not affect either the price or the delivery time in a manner that is unfavourable for the State, unless the Supplier could not have reasonably discerned that compliance with a Functional Requirement would result in non-compliance with one of the Other Requirements, in which case the State and the Supplier shall make further arrangements about the price and/or delivery time.
5. If compliance with ANNEX 2 - TECHNICAL SPECIFICATIONS would result in non-compliance with the requirements set out in ANNEX 1 - PROGRAMME OF REQUIREMENTS, then the requirements of ANNEX 1 - PROGRAMME OF REQUIREMENTS shall prevail and the Supplier shall present proposals for the necessary amendment of ANNEX 2 - TECHNICAL SPECIFICATIONS.

After such proposals have been approved by the State, all work already done as well as any work still to be done shall be carried out in conformity with the amended specifications. The application of the provisions of this sub-clause shall not affect either the price or the delivery time in a manner that is unfavourable for the State.

6. Where no further specification has been given of the requirements to be met by the Bird Radar System or services, these shall in any case at least satisfy the legal requirements that have been drawn up for the Bird Radar System and be of good quality and meet the customary standards of soundness, safety, suitability and workmanship, or be carried out professionally and efficiently.
7. By signing the Agreement the Supplier declares that he has sufficiently familiarised himself with the objectives of the State in acquiring the aforementioned Bird Radar Systems and services, that the State has furnished him with adequate and accurate information with respect thereto and that the said Bird Radar System and services are suitable for the State's purposes as described in ANNEX 1 - PROGRAMME OF REQUIREMENTS.
8. The State's approval of and/or agreement with drawings, specifications, diagrams, documents and other information shall leave the Supplier's responsibility for the conformity of the Bird Radar System and services with the Agreement fully intact.
9. The Supplier shall point out to the State any unsuitability or defects of the Bird System and/or processes furnished and/or prescribed by or on behalf of the State that the Supplier was or reasonably should have been aware of.
10. The Bird Radar Systems delivered and services rendered by the Supplier under the Agreement shall be free from all and any special charges and restrictions, with the exception of charges and restrictions that have been expressly accepted by the State in writing.

Article 3 Assignment of Supplier's obligations and performance of work by third parties

1. The Supplier's obligations under the Agreement or its legal relationship with the State may only be transferred to a third party with the State's prior consent in writing. Notwithstanding the provisions of ARTICLE 19 - DISSOLUTION, paragraph 1, this situation may arise if the Supplier is declared bankrupt or if the Supplier is granted a court ordered provisional or definitive suspension of payment.
2. The Supplier may only assign work and deliveries to third parties with the prior written consent of the State. [Permission is hereby as granted to the third parties specified in ANNEX 8 - PERFORMANCE OF WORK BY THIRD PARTIES.]
3. The consent referred to in paragraph 2 of this article shall not detract from the Supplier's full responsibility for performance of the Agreement.
4. The consent referred to in paragraphs 1 and 2 of this article may be subject to conditions. To the extent that such conditions concern third parties, the Supplier shall stipulate the same conditions vis-à-vis such third parties on behalf of the State.
5. The Supplier shall include the relevant provisions of the Agreement in any agreements to be concluded by Supplier with third parties in connection with the Agreement. The provisions referred to in the preceding sentence shall in any case include the provisions pertaining to audits, quality assurance and intellectual property. If a third party does not accept any of the relevant provisions or otherwise refuses to cooperate, the Supplier shall immediately consult with the State. The State shall decide whether such third party may nevertheless be engaged by the Supplier.
6. This article does not apply to agreements concluded by the Supplier with third parties for the procurement of items common in commercial practice and for the provision of standard services.

Article 4 Prices

1. The total price payable in consideration for the obligations of the Supplier as described in ARTICLE 2 - SCOPE OF THE SUPPLIER'S OBLIGATIONS, paragraph 1 amounts to € (in words ...). The price shall comprise all costs of performing the Agreement, the profit, the duties and taxes (with the exception of turnover tax).
2. The prices for the performance of Preventive, Corrective and Modification Maintenance are stated in ANNEX 6 – MAINTENANCE AGREEMENT 070.44.5750.43.
3. The price stated in paragraph 1 of this article breaks down as follows:
 - a. The delivery, installation and putting into operation of the Bird Radar Systems:
 - i. Bird radar with processing unit: €(* 6)
 - ii. ADS-B receiver: €(* 6)
 - iii. Vehicle transponders: € (* 35 * 6)
 - iv. Tablet device for the bird control user:€ (* 6)
 - v. Tablet devices for Air Traffic Control: €(* 2 * 6)
 - b. The delivery of a subscription which enables communication (3G/4G) between the bird radar and three (3) tablet devices: € (* 6)
 - c. The delivery of documentation: € (* 6)
 - d. The delivery of training materials and the provision of training: €(* 6)
 - e. The delivery of one (1) laptop for analyses of the bird radar data €
 - f. Taking care of the project management: €
 - g. The delivery of two (2) new shelters for the bird radar on locations in Woensdrecht and Den Helder: € ... (* 2)
3. The prices mentioned in paragraphs 1 and 3 of this article are:
 - Delivered Duty Paid (DDP), INCOTERMS 2010, resp. place of delivery: Volkel, Gilze Rijen, Eindhoven, Leeuwarden, Woensdrecht, Den Helder and Breda, the Netherlands.
 - Fixed Prices.

Article 5 Payment

1. When ownership of a Bird Radar System has been transferred in accordance with ARTICLE 10 - DELIVERY, ACCEPTANCE, OWNERSHIP AND RISK, or a service has been properly rendered, the Supplier may submit an invoice for the same based on the provisions of ARTICLE 4 - PRICES.
2. The invoices referred to in paragraph 1 of this article must be accompanied by a DECLARATION OF PERFORMANCE (ANNEX 4), signed by the State. Invoices shall be paid by the State within 30 days of receipt.
3. The invoice shall at least state the number and date of the Agreement, as well as the VAT identification number NL00.80.78.452.B02. The invoice should include a description of the Bird Radar System and/or services, a currency symbol and the total amount. In addition to the Chamber of Commerce registration number, Suppliers must include their bank account number, the Bank Identification Code (BIC) and the International Bank Account Number (IBAN) of the house banker on the invoice.
4. Payment shall be made in Euro.
5. Invoices shall be sent electronically to the address stated in paragraph 2 of ARTICLE 21 - CORRESPONDENCE accompanied by the required documents.
6. Only invoices without a late payment surcharge shall be accepted.
7. The State shall in no case be bound to make payment if it has not received the invoice at the agreed address, if the invoice does not state the number and date of the Agreement or if the invoice does not state the other information or is not accompanied by the documents required pursuant to the Agreement. The State shall inform the Supplier in writing forthwith and request the submission of a correct invoice.
8. In the event of an imputable failure of the State to meet any of its obligations for payment within 30 days of receipt of the invoice, the State shall be in default without notice of default and shall owe the legal interest on the arrears for the period during which the default continues.
9. Upon verification of an invoice, if any invoice amount is found to be incorrect, the State will notify the Supplier in writing. The Supplier shall submit a corrected invoice within 30 days after aforementioned notification. If the difference is to be credited to the State, the Supplier shall owe the legal interest thereon from the date of payment of the original invoice.

Article 6 Audit

1. The State is authorised to cause an examination to be made by or on behalf of the Central Government Audit Service (CGAS), Defence Cluster of all new calculations and pricings in connection with the Agreement, of the correct compliance in a general sense with the financial terms and terms having financial aspects included in the Agreement and of the acceptability of any deviations from such terms.
2. For the purposes of the examination the Supplier shall promptly grant inspection of all books and records and shall further provide all such additional information as the CGAS, Defence Cluster will deem necessary for properly carrying out its examination. The Supplier shall ensure that the information required by the CGAS, Defence Cluster can be derived from the accounting records in a simple manner.
3. When carrying out its examination the CGAS, Defence Cluster shall be authorised to call in the assistance of experts to be designated by the State. The audit is of a confidential nature and does not extend further than is necessary for the assessment of the elements mentioned in this article.
4. By signing the Agreement, the Supplier declares that, to the best of its ability, all information involving financial aspects that he has presented or will still present to the CGAS, Defence Cluster for assessment in connection with the Agreement was or will be true, complete and valid on the date of its presentation to the CGAS, Defence Cluster.
5. In addition, the CGAS, Defence Cluster may cause examinations to be carried out more or less frequently in order to help the State form a picture of the financial and economic State of affairs in the Supplier's enterprise as a whole, from the point of view of the terms and conditions agreed by the State with the Supplier and the possible risks in connection with the Agreement.

Article 7 Quality assurance

1. For the duration of the Agreement, the Supplier must maintain a quality-management system that demonstrably complies with ISO 9001:2015, or an equivalent quality-management system, which applies to the delivery of radar systems.
2. The Supplier must ensure that the Bird Radar System comply with the requirements set. The Bird Radar System shall undergo a factory acceptance test in conformity with ANNEX 1 - PROGRAMME OF REQUIREMENTS, chapter 5. With respect to aforementioned test, the Supplier shall give the State at least 3 weeks' notice before the said inspection or testing activities are to take place.
3. Signing the recorded verification test data sheets, as stated ANNEX 1 - PROGRAMME OF REQUIREMENTS, chapter 5, by the State's representative leaves the State's rights arising from the Agreement intact.

Article 8 Verification

1. The State will verify the first Bird Radar System before accepting it. The State will verify the first Bird Radar System prior to the delivery of the second till the sixth Bird Radar System in order to ascertain whether it meets the requirements laid down in ANNEX 1 - PROGRAMME OF REQUIREMENTS. This verification or final site acceptance test will take place in conformity with ANNEX 1 - PROGRAMME OF REQUIREMENTS, Chapter 5. Verification of the Bird Radar System will have been completed within one month after it was made available. Within one week of the expiration of that period, the State shall notify the Supplier which shortcomings have been found in the verified Bird Radar System.
2. After receiving notification from the State, the Supplier undertakes to immediately start modifying the Bird Radar System in such a way that the shortcomings that were identified no longer occur. The modification of the Bird Radar System already manufactured and still to be manufactured in order to remove the shortcomings that were found shall not entail any cost for the State and shall not result in any change in the ANNEX 3 - DELIVERY SCHEDULE.

After the necessary modifications have been made, the Bird Radar System may be subjected to another verification by the State. If shortcomings are found again, the State shall be entitled to invoke any or all of the provisions of ARTICLE 18 - PERFORMANCE and ARTICLE 19 - DISSOLUTION.

3. The State is also entitled to verify the second till the sixth Bird Radar System before accepting them. Such verification shall start within one week of the Bird Radar System being made available. The State shall notify the Supplier within one week of the verification which shortcomings have been found in the verified Bird Radar System. When shortcomings have been identified, the Supplier shall, without prejudice to the rights of the State arising from ARTICLE 12 - WARRANTY, at no cost to the State, modify the Bird Radar System accepted and still to be accepted in such a way that the shortcomings no longer occur. If the Supplier proves to be unable to rectify the said shortcomings within one month of receiving the notification, the State may suspend the remaining deliveries of the Bird Radar System from the batch production or invoke any or all of the provisions of ARTICLE 18 - PERFORMANCE and ARTICLE 19 - DISSOLUTION.
4. The delivery schedule and the other obligations of the Supplier arising under the Agreement shall not be affected regardless of whether a Bird Radar System is subjected to verification by the State and regardless of the results of such verification.
5. The risk of loss and/or damage to the Bird Radar System to be verified shall rest with the State from the moment that the Bird Radar System is received by the State until the moment that the ownership of the Bird Radar System has been transferred in accordance with ARTICLE 10 - DELIVERY, ACCEPTANCE, OWNERSHIP AND RISK. If a Bird Radar System is returned to the Supplier, the risk of loss and/or damage to the Bird Radar System shall rest with the State until the moment that the Bird Radar System has been returned to the Supplier, unless the State proves that the loss or damage is attributable to Supplier or the result of an unforeseen external cause.

Article 9 Technical changes

1. The State may amend the requirements laid down in ANNEX 1 - PROGRAMME OF REQUIREMENTS or the technical design of the Bird Radar System or its subsystems.
2. The Supplier may suggest amendments of the requirements laid down in ANNEX 1 - PROGRAMME OF REQUIREMENTS or of the technical design of the Bird Radar System or its subsystems.
3. For the purpose of implementing paragraph 1 of this article the Supplier shall present a document containing proposed amendments in conformity with ANNEX 5 - ENGINEERING CHANGE PROPOSAL to the State for approval. If the amendments will have consequences for the performance pursuant to ANNEX 1 - PROGRAMME OF REQUIREMENTS, or for prices, delivery times or documentation, the Supplier shall indicate this.
4. Until the Supplier has received the document containing proposed amendments signed as agreed by the State, the Supplier shall carry out the order as originally agreed.
5. All proposals for amendments shall be submitted electronically at the address stated in ARTICLE 21 - CORRESPONDENCE.

Article 10 Delivery, acceptance, ownership and risk

1. The Supplier shall deliver the Bird Radar Systems and render services in accordance with the delivery schedule set out in ANNEX 3 - DELIVERY SCHEDULE.
2. The delivery dates or terms agreed are strict and final deadlines. If no Bird Radar System or services conforming to the Agreement have been delivered or rendered in full, respectively at the agreed place and within the agreed time, the Supplier shall be in default without notice of default being required.
3. The places at which the Bird Radar Systems are to be delivered are stated in ANNEX 1 - PROGRAMME OF REQUIREMENTS, Annex A. The delivery, installation and putting into operation of the Bird Radar Systems will take place Delivered Duty Paid (DDP), INCOTERMS 2010, resp. location.
4. The Supplier shall notify the State electronically of each delivery 10 working days prior to such delivery.
5. If a Bird Radar System and/or services rendered are not found to be in order, the State shall notify the Supplier thereof in writing, stating the reasons. The Supplier shall in such case rectify the defects and as yet deliver the Bird Radar System conforming to the Agreement. This shall not result in postponement of the agreed delivery date.
6. By signing the document of ANNEX 4 - DECLARATION OF PERFORMANCE the State accepts the Bird Radar System delivered or agrees that the services have been rendered properly, as the case may be. Such acceptance shall leave the obligations of the Supplier under the Agreement intact.
7. The ownership and risk of the Bird Radar System passes to the State upon its acceptance of the Bird Radar System.

Article 11 Penalty clause

1. If at the agreed place and within the agreed time, no Bird Radar Systems conforming to the Agreement have been delivered in full or no services conforming to the Agreement have been rendered in full, the Supplier shall, without notice of warning or other prior notice, owe the State a penalty that shall be immediately due and payable in the amount of 0.1% of the price, plus Netherlands turnover tax, of the goods or services in question for each day that the failure continues up to a maximum of 10%. If the delivery or the rendering of services has become permanently impossible, the full penalty shall be immediately payable. If the Agreement is dissolved by the State for grounds other than stated in ARTICLE 19 - DISSOLUTION paragraph 1, the penalty becomes immediately payable in full.
2. The State shall be entitled to payment of the penalty without prejudice to all its other rights or claims, including:
 - a. his right to claim performance of the obligation to deliver Bird Radar Systems or to render services which conform to the Agreement (in so far as performance has not become permanently impossible);
 - b. his right to claim damages to the extent that the damages exceed the amount of the penalty.
3. The penalty shall be set off against any amounts owed by the State whether or not the claim for payment thereof has passed to a third party.

Article 12 Warranty

1. During a period ending 24 months after a Bird Radar System was taken in use the Supplier shall repair all errors or defects in the Bird Radar Systems delivered (including software) or services rendered or replace the Bird Radar Systems.
2. If at least two (2) Bird Radar Systems delivered have identical errors or defects, the Supplier shall repair or replace all the Bird Radar Systems delivered, unless he proves that the errors or defects will occur only in an identifiable number of the Bird Radar Systems, in which case the Supplier needs only repair or replace the said number of Bird Radar Systems. This obligation shall cease 6 months after acceptance of the last Bird Radar System delivered under the Agreement.
3. In addition to the provision of paragraph 1 of this article, if the Bird Radar System delivered does not meet the agreed requirements the Supplier shall, during a period ending 10 years after acceptance of the last Bird Radar System delivered under the Agreement, repair or replace the Bird Radar System delivered in such manner that it does meet the aforesaid requirements. The State may not exercise his rights under this warranty provision if the Supplier proves that the fact that the delivered Bird Radar System does not meet the requirements is not the result of an error or defect in the design or construction of the Bird Radar System delivered. If so requested, the State shall make available to the Supplier any relevant information concerning the use of the Bird Radar System at the State's disposal, in so far as the State is authorised to do so, and render the necessary cooperation to the Supplier, in so far as this is reasonable.
4. The State may not exercise its rights under paragraphs 1, 2 and 3 of this article if the Supplier proves that the errors or defects or the non-compliance with the requirements, are the result of unforeseen external causes, ordinary wear and tear, the late or incorrect performance of maintenance work prescribed in the technical manuals or incorrect or improper use by the State.
5. The State shall notify the Supplier of any claims under paragraph 1 or 3 of this article within 4 weeks of detecting the error or defect or non-compliance with the requirements. The State shall notify the Supplier of any claims under paragraph 2 of this article in within 4 weeks after it has been determined that at least two (2) Bird Radar Systems delivered have identical errors or defects.
6. Immediately upon receiving the notice referred to in paragraph 5 of this article the Supplier shall take the repair or replacement of the delivered Bird Radar Systems in hand and shall complete the same with all due speed. If the Supplier has not taken the repair or replacement in hand within one month after the date of the notice referred to in paragraph 5 of this article or if the repair or replacement is not pursued vigorously, the State may carry out the repair or replacement or cause the same to be carried out for the expense and at the risk of the Supplier without leave of court.
7. If the State invokes paragraph 1, 2 or 3 of this article, the costs resulting therefrom shall fall on the Supplier. The same applies to the cost of updating documentation..

8. The periods mentioned in paragraphs 1, 2 and 3 of this article shall be extended by the time in these periods during which the delivered Bird Radar System cannot be used as a result of an error or defect or failure to meet the requirements, for which the Supplier is liable pursuant to this article.
9. If the Supplier can prove to the satisfaction of the State that the State has made a wrongful claim under the warranty, he may charge the costs he was forced to incur on expense thereof to the State on a costing basis.
10. Both during and after the expiry of the warranty periods the provisions of the preceding paragraphs of this article shall not prejudice any rights or claims which the State derives from any shortcoming.

Article 13 Documentation

1. The Supplier shall deliver the following documentation (in the Dutch or English language):
 - a. a full (technical) description of the Bird Radar System;
 - b. manuals which shall hold at least the following information:
 - safe and efficient operation of the Bird Radar System;
 - maintenance that has to be performed by the user of the Bird Radar System;
 - support at tracing and solving of deficiencies of the Bird Radar System
 - c. as built drawings, which shall be self-explanatory and independent of other documents and shall at least indicate:
 - full dimensional details of how all major assemblies of the supplied Bird Radar System and its subsystems are physically installed and mechanically and/or electrically integrated;
 - interconnecting cable layout;
 - detailed electrical diagrams, indicating power, grounding and circuit connections. When applicable, use IEC regulations and ISO norms for the electrical diagrams. The Supplier is obliged to indicate which IEC regulations and/or ISO Norms were used for the electrical diagrams;
 - definitions may be given on the drawing or on a summary sheet at the front of the documents;
 - the number and scale of each drawing shall be clearly indicated, in addition to the issue number of each drawing;
 - all drawings shall at least be of a scale of 1:50.
2. The Supplier shall deliver the documentation in accordance with the provisions of ANNEX 3 - DELIVERY SCHEDULE.
3. The Supplier shall deliver one (1) set of the documentation as stated in paragraph 1 to each of the six locations, mentioned in ANNEX 1 – PROGRAMME OF REQUIREMENTS, Annex A; Delivered Duty Paid (DDP) in conformity with the INCOTERMS 2010.
4. As soon as possible, but no later than one month after receipt of the documentation, the State shall examine it for quality and completeness. If the State finds it correct, the documentation shall be accepted. For that purpose, a signed DECLARATION OF PERFORMANCE in accordance with ANNEX 4 prepared by the State will be sent to the Supplier as soon as possible but no later than two weeks after the end of the abovementioned period. Such acceptance shall leave the rights of the State under the Agreement intact. If the documentation or parts thereof are not found correct by the State, it shall notify the Supplier to that effect, stating the reasons, within two weeks. The Supplier shall rectify the defects and deliver documentation conforming to the Agreement yet. None of the above shall result in any postponement of the agreed delivery date.
5. Upon delivery, the State acquires a right of use as defined in ARTICLE 15 - INTELLECTUAL PROPERTY, paragraph 4 of the documentation package The State has the right to reproduce the documentation free of charge for the purpose of exercising the said right of use.

6. Errors or defects in the documentation delivered shall be corrected by the Supplier without any cost for the State during a period of 24 months after acceptance of the last Bird Radar System delivered under the Agreement.
7. For a period of 10 years after the acceptance of the documentation, the Supplier shall inform the State of any updates that are necessary to the documentation provided. Urgently required updated data must be provided to the State as soon as possible at the address mentioned in paragraph 3 of this article. The State shall then initiate consultations with the Supplier in respect of the price and (other) terms of delivery for the updating of the data when the State considers such delivery to be necessary. Unless otherwise agreed the data shall be supplied in the form in which the original documentation was supplied.
8. For every transmitter device that is to be delivered in accordance with ARTICLE 2 – SCOPE OF THE SUPPLIER'S OBLIGATIONS, the Supplier shall fill in ANNEX 7 – FREQUENCY SUPPORTABILITY REQUEST FORM.
9. The Supplier is responsible for the accuracy and completeness of the data and instructions provided in any documentation.

Article 14 Training

1. The Supplier shall provide trainings for all three types of users as mentioned in ANNEX 1 – PROGRAMME OF REQUIREMENTS, chapter 1. After the training, the resp. user must be able:
 - to use the Bird Radar System (and its subsystem) safely and correctly;
 - to extract operational information from the Bird Radar System;
 - to carry out the user's maintenance.
2. The training courses shall be given in Dutch or in English.
3. One month before the commencement of a training course, the Supplier shall present a teaching plan specifying the subject matter to be taught in each lesson to the State for approval. The latter shall notify the Supplier within 2 weeks of its assent or its comments. The comments, if any, shall be incorporated by the Supplier in the training materials before the training is started.
4. Books and course materials used for training shall become the property of the State. The State has the right to reproduce the books and course materials for its own use free of charge.
5. The number of personnel to be trained is:
 - a. 2-6 bird control users for each location
 - b. 1-2 air traffic control users for each location
 - c. 2-3 bird control staff users at Royal Netherlands Air Force Command
6. The training courses shall take place at every location (in the Netherlands) where a Bird Radar System is delivered, installed and put into operation.
7. The training courses shall be provided when a Bird Radar System is delivered, installed and put into operation on the location concerned. The State may request the provision of training courses during the duration of the Maintenance Agreement.
8. After the Supplier has provided a training, the State shall prepare a DECLARATION OF PERFORMANCE in accordance with Annex 4 and send it to the Supplier.
9. Travel and accommodation expenses and personnel expenses of the State's personnel shall fall on the State.

Article 15 Intellectual property

1. The Bird Radar System to be delivered by the Supplier under the Agreement shall be free of all restrictions arising from patents, copyrights or other intellectual property rights, with the exception of the restrictions that have been expressly accepted by the State in writing. The Supplier shall indemnify and hold the State harmless against any claims of third parties in respect thereof. If the State is held liable by a third party, the State shall inform the Supplier in writing immediately and make available to the Supplier all information it has at its disposal to enable the Supplier to assess the third party's claim and to take measures or other types of action, if required.
2. The preceding paragraph of this article does not apply to restrictions inherent in a design furnished by the State which must be followed by the Supplier. The State will indemnify the Supplier against claims from third parties, unless the Supplier has accepted them.
3. The indemnification referred to in paragraph 1 of this article shall apply subject to the condition that, without having received written permission in advance, the State shall not make any statement, promise, admission of rights or facts, either verbally or in writing, or give any undertaking to or enter into any arrangement with the third party that is alleging the intellectual property infringement. The preceding sentence shall not apply to witness statements in court proceedings by or on behalf of the State or the party to which the State has granted the use of the goods. The indemnification by the State under paragraph 2 of this article shall be subject to the same conditions.
4. The Supplier grants the State a non-exclusive, transferable right of use for Defence Purposes, free of charge, of the information made available to the State in connection with the Agreement, including software and documentation.
5. The Supplier will use any knowledge contributed by the State for the purposes of the Agreement exclusively in the context of agreements to be concluded with the State, unless such knowledge is public knowledge or can be obtained from other sources without any restrictions on the disposal thereof.

Article 16 Project management, reports and notices

1. The Supplier shall take care of the project management and shall therefore provide the:
 - a. Contract Work Breakdown Structure;
 - b. Project Master Plan;
 - c. Project Master Schedule;
 - d. Configuration Management;
 - e. Project communication management;
 - f. Site Preparation Requirement and Installation Planas stated in ANNEX 1 - PROGRAMME OF REQUIREMENTS, chapters 4 and 6.
2. The Supplier shall also promptly report verbally, followed by a written report within 2 weeks, as soon as a problem occurs which may affect the performance of the Agreement. Such report shall at least comprise the following elements:
 - a. detailed description of the problem;
 - b. date that the problem was detected;
 - c. how the problem arose;
 - d. who are involved in the problem;
 - e. estimated duration of the problem;
 - f. the intended solution to the problem;
 - g. the impact of the problem on the delivery schedule;
 - h. the (estimated) technical and other consequences.
3. The reports shall be sent to the address stated in paragraph 2 of ARTICLE 21 - CORRESPONDENCE.
4. All correspondence shall include a reference stating the name and number of the Agreement.

Article 17 Non-imputable failures (force majeure)

To the extent that a failure to perform an obligation cannot be imputed to the Supplier, he shall not be in default nor be liable for damages nor owe any penalty, provided that he has notified the State of the failure and the reason thereof without delay and in any case within the period agreed for the performance of the obligation.

Article 18 Performance

1. If a Bird Radar System (or its subsystems) and/or services that meet the terms of the Agreement are not delivered and/or not rendered, respectively, at the agreed place and the agreed time, the State can require the Supplier to deliver the missing Bird Radar System (or its subsystem) or to restore or replace the Bird Radar System (or its subsystem) or to render the services properly. The costs entailed thereby shall be borne by the Supplier.
2. If the Supplier, after receiving a demand notice to such effect from the State, fails to comply with a demand as referred to in paragraph 1 of this article within a reasonable period to be granted for compliance in the demand notice, the State shall be authorised to cause the delivery, the repair or the replacement of the Bird Radar System (or its subsystem(s)) or the rendering of services by a third party without prior leave of the court being required, and to recover the costs thereof from the Supplier.
3. The preceding paragraphs of this article do not prejudice any other rights or claims which the State can derive from any failure to perform an obligation.

Article 19 Dissolution

1. Without prejudice to all other rights or claims the State may dissolve the Agreement in whole or in part by notice in writing if:
 - a. the Supplier is in default with meeting its obligations arising from the Agreement unless the shortcoming, in view of its specific nature or minor significance, does not justify such dissolution with all the consequences thereof;
 - b. the Supplier is temporarily or permanently unable to meet any obligation that can be claimed under the Agreement;
 - c. the Supplier is declared bankrupt or granted a court-ordered suspension of payments to creditors, whether temporarily or otherwise;
 - d. any benefit is or has been offered or provided by the Supplier or any of its employees to any person forming part of an organ of the State or to any of its employees or representatives.
2. The State is entitled to dissolve the Agreement by giving written notice if in a civil action the court orders the State to do so, or if it is apparent that the State will be ordered by the court to do so, after being called on by a third party to dissolve the Agreement, in which case the Supplier shall receive compensation from the State for any costs reasonably incurred and any obligations reasonably entered into by the Supplier, in so far as these cannot be reversed.
3. If the Agreement is dissolved pursuant to any provision of paragraph 1 or 2 of this article, the Supplier shall refund to the State any and all amounts already paid to him, increased by the legal interest on such amounts from the day on which they were paid. If only part of the Agreement is dissolved, the liability to repay shall exist only with respect to the amounts that relate to the dissolved part of the Agreement.
4. The State may also suspend the performance of the Agreement in whole or in part or dissolve the Agreement in whole or in part in other situations than those provided for by law or in paragraph 1 or 2 of this article, provided that in such cases the State compensates the Supplier for the loss suffered by the latter as a result thereof.

Article 20 Disputes

1. All disputes in connection with the Agreement or related agreements shall be settled by the competent court in The Hague, the Netherlands.
2. Paragraph 1 of this article shall leave intact:
 - a. the right of the State to choose to have a dispute settled by the court having jurisdiction pursuant to the law;
 - b. the right of the parties to conclude a submission agreement referring a dispute to arbitration.

Article 21 Correspondence

1. Unless otherwise provided elsewhere, the Supplier shall send all correspondence relating to this Agreement to: bhw.heetkamp@mindef.nl.
2. Unless otherwise provided elsewhere, the Supplier shall send all correspondence relating to the performance of the Agreement to: ms.vd.rest.01@mindef.nl.
3. Unless otherwise provided elsewhere, the Supplier shall send all correspondence relating to ARTICLE 9 – TECHNIAL CHANGES to:
ms.vd.rest@mindef.nl: before the ownership and risk of the Bird Radar System has passed to the State as stated in ARTICLE 10 – DELIVERY, ACCEPTANCE, OWNERSHIP AND RISK.
LCW.PM.ATCenC2@mindef.nl and LPW.vd.Heijden.01@mindef.nl after the ownership and risk of the Bird Radar System has passed to the State as stated.
4. The Supplier shall send invoices to e-mail address FABK.Buitenlandse.Facturen@mindef.nl / FABK.Digitale.Facturen@mindef.nl.
5. Unless otherwise provided elsewhere, the State shall send all correspondence relating to the Agreement to:

...
6. The parties shall state the number and name of the Agreement on all correspondence.
7. All communications by one party to the other party of any nature whatsoever in connection with the Agreement shall be valid only if made in writing (incl. e-mail).

Article 22 Liability

1. A party that imputably fails to comply with its obligations is liable towards the other party for any damage incurred or to be incurred up to a maximum of ..[amount of article 4, par. 1]

The limitation of liability referred to above does not apply:

- a. in case of claims for compensation made by third parties resulting from death or injury;
 - b. in case of wilful misconduct or gross negligence on the part of the party that is imputably in breach or its personnel, subordinates or auxiliary persons;
 - c. in case of infringement of intellectual property rights.
2. A party that imputably fails to comply with its obligations indemnifies and holds harmless the other party against any and all claims for compensation made by third parties resulting from the failure to comply with its obligations referred to in paragraph 1 of this article.
 3. A party can never be held liable for consequential loss or any other indirect loss or damages. Consequential loss or other indirect loss or damages means loss which was reasonably not objectively foreseeable as a result from acts or omissions on the part of the party to which the loss can be imputed.

Article 23 Export control

1. The Supplier is responsible for submitting applications, or for having applications submitted for the required import and export permits, based on the applicable export control legislation and regulations. The State is responsible for ensuring that the use and/or the onward supply of delivered goods and/or services and/or information by the State complies with all applicable export control legislation and regulations.
2. If so required by the Supplier, the State shall immediately issue a so-called End User statement to the Supplier related to the end use and/or destination of the delivered goods and/or services.
3. The inability to deliver the Bird Radar System (or its subsystems) and/or to provide the services on the part of the Supplier or subcontractors of the Supplier due to restrictions based on export control legislation and regulations, including decisions based on the aforementioned legislation and regulations, shall solely be regarded as a form of force majeure as described in ARTICLE 17 - NON-IMPUTABLE FAILURES (FORCE MAJEURE) in the Agreement, if the Supplier conducted an adequate investigation into the possibilities for export prior to the Agreement, or if it is the result of a decision of the competent authority and/or relevant Government body, or if it is the result of an amendment to export control legislation and/or regulations and/or policy of the Government or an international organisation based on such legislation and regulations established after the Agreement was concluded.

Article 24 General

1. Amendments to the Agreement shall be valid only if they have been agreed in writing between the State and the Supplier.
2. In the event of a conflict between the contents of this Agreement and agreement 070.44.5750.43, the contents of this Agreement shall prevail.
3. In the event of a conflict between the contents of the Annexes and the provisions of the articles of the Agreement, the provisions of the articles shall prevail.
4. The Agreement is governed by Dutch law.
5. The general sales conditions of the Supplier shall not apply to the Agreement.
6. The application of the "United Nations Convention on contracts for the International Sale of Goods" (the "Vienna Convention on the Sale of Goods") is excluded.
7. All matters not provided for in the Agreement shall be governed by the regular rules of law.

On behalf and for the State of the Netherlands

The Minister of Defence

Supplier

On behalf and for the Minister

The Director of the Defence Materiel Organisation

...

...

name:

name:

position:

position:

date:

date:

city:

city:

ANNEX 1 PROGRAMME OF REQUIREMENTS

See separate document

ANNEX 2 TECHNICAL SPECIFICATIONS

To be provided by the Supplier. The technical specifications are part of the quotation.

ANNEX 3 DELIVERY SCHEDULE

To be provided by the Supplier. The delivery schedule is part of the quotation.

ANNEX 4 DECLARATION OF PERFORMANCE

To be added later.

ANNEX 5 ENGINEERING CHANGE PROPOSAL																																																																	
Supplier's Ref. No :		Sub-Supplier's Ref. No :																																																															
NOTE : 1. If the application is prepared by a subsupplier it must be signed and submitted by the supplier, unless otherwise agreed 2. In determining the price increase or reduction, a complete calculation must include any waste or surplus material produced.																																																																	
PART 1 – TO BE COMPLETED BY THE SUPPLIER																																																																	
1. Supplier (Name and Address)		3. Sub-Supplier (Name and Address)																																																															
2. Contract No:		4. Sub-contract No:																																																															
5. Description of Material or Component:																																																																	
6. Specification/Drawing No., etc.																																																																	
7. Description of change																																																																	
8. Reason for proposed change: Request from Acquirer ☐ Unsafe situation ☐ Performance outside stated tolerance ☐ Maintainability outside stated tolerance ☐ Interchangeability outside stated tolerance ☐ Incorrect deliverable documentation ☐ Material specified no longer obtainable ☐ Technical improvement ☐ Standardization ☐ Cost reduction ☐ Any other reason ☐ Particulars are attached ☐	9. Has the change effect on: <table border="0"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Safety</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Functioning</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Operational specifications</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Technical specifications</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Reliability</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Maintainability</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Interchangeability</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Deliverable documentation</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Live of item</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Spare parts</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Special Tools</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>On board Tools</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Test Equipment</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table> If any answer is "Yes" Particulars are attached ☐		Yes	No	Safety	☐	☐	Functioning	☐	☐	Operational specifications	☐	☐	Technical specifications	☐	☐	Reliability	☐	☐	Maintainability	☐	☐	Interchangeability	☐	☐	Deliverable documentation	☐	☐	Live of item	☐	☐	Spare parts	☐	☐	Special Tools	☐	☐	On board Tools	☐	☐	Test Equipment	☐	☐	10. Will the change affect any documentation supplied e.g: <table border="0"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Design drawings</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Technical manuals</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Data collection sheets</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Exploded views</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>List of spare parts</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Other documentation</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table> If any answer is "Yes" propose date(s) on which the replacement documentation will be supplied:		Yes	No	Design drawings	☐	☐	Technical manuals	☐	☐	Data collection sheets	☐	☐	Exploded views	☐	☐	List of spare parts	☐	☐	Other documentation	☐	☐
	Yes	No																																																															
Safety	☐	☐																																																															
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Exploded views	☐	☐																																																															
List of spare parts	☐	☐																																																															
Other documentation	☐	☐																																																															
11. Effect on delivered material: (including accessories) Not applicable ☐ Must also be changed ☐ No change necessary ☐ Can be changed later ☐ Particulars are attached ☐	12. Has the change effect on the agreed delivery date: Yes ☐ No ☐ If the answer is "Yes" propose new delivery date:	13. If the proposed change is approved before: the change will be executed on (batch) number :																																																															

14. Effect on cost price (excl VAT)		
	<i>Price increase</i>	<i>Price reduction</i>
Material per piece		
Wages: hours per piece		
Total per piece		
Total for pieces		
Change material already supplied/produced		
Replacement documentation		
Replacement accessories		
Subtotal		
Design and development		
General Total		
15. Accept the supplier system responsibility for the change: Yes ☐ No ☐		
If no, state reason:		
16. Design approval where the supplier is the design authority, or has a delegated design authority. AGREED Conditions attached		
Signature	(Design Department)	Date
17. Submitted by :		
Signature	On behalf of	
Date	Position held	
PART 2 - TO BE COMPLETED BY THE GQAR and/or Sub-tier GQAR		
1. GQAR's REMARKS AND OPINION		Ref. :
Date :	Signature	Title / Rank
PART 3 – TO BE COMPLETED BY THE ACQUIRER		
2. ACQUIRER'S DECISION		
Date :	Signature	Authority

ANNEX 6 MAINTENANCE AGREEMENT 070.44.5750.43

See separate document

ANNEX 7

FREQUENCY SUPPORTABILITY REQUEST FORM

CLASSIFICATION

REQUEST FOR FREQUENCY SUPPORTABILITY
DEMANDE DE DISPONIBILITE DE FREQUENCES

DATE

PAGE

TO -A :	FROM (Office making request) DE (Bureau qui présente la demande):
1-EQUIPMENT NOMENCLATURE AND/OR MODEL NUMBER DESIGNATION DU MATERIEL ET NUMERO DE MODELE	
2-STATUS OF SUPPORTABILITY REQUEST (Check one) CENTRE DE DEMANDE (Cochez une seule case)	
☐ EXPERIMENTAL RESEARCH OR EXPLORATORY DEVELOPMENT RECHERCHE EXPERIMENTALE OU DEVELOPPEMENT PRELIMINAIRE	☐ ADVANCED OR ENGINEERING DEVELOPMENT DEVELOPPEMENT AVANCE OU INGENIERIE
☐ OPERATIONAL UTILISATION OPERATIONNELLE	

1 - EQUIPMENT USAGE - UTILISATION DU MATERIEL

3-FUNCTION AND PURPOSE - FONCTION ET BUT			
4-METHOD OF OPERATION - MODE DE FONCTIONNEMENT			
5-EXTENT OF USE - EXTENSION DE L'UTILISATION			
6-OPERATIONAL ENVIRONMENT - MILIEU D'UTILISATION			
7-GEOGRAPHICAL AREA OF EXPERIMENTAL RESEARCH OR DEVELOPMENTAL EVALUATION - REGION GEOGRAPHIQUE DE LA RECHERCHE EXPERIMENTALE OU DE L'EVALUATION DU DEVELOPPEMENT			
8-GEOGRAPHICAL AREA OF OPERATIONAL USE - REGION GEOGRAPHIQUE DE L'UTILISATION OPERATIONNELLE			
9-NUMBER OF EQUIPMENTS IN INITIAL PHASE - NOMBRE D'APPAREILS PENDANT LA PHASE INITIALE			
10-NUMBER OF THESE EQUIPMENTS PLANNED FOR OPERATIONAL USE - NOMBRE D'APPAREILS PREVU POUR L'UTILISATION OPERATIONNELLE			
11- NUMBER OF THESE EQUIPMENTS OPERATING SIMULTANEOUSLY IN THE SAME ELECTROMAGNETIC ENVIRONMENT - NOMBRE D'APPAREILS FONCTIONNANT SIMULTANEMENT DANS LE MEME MILIEU ELECTROMAGNETIQUE			
12-TARGET DATE FOR THE START AND END OF EXPERIMENTAL OR DEVELOPMENTAL EVALUATION - DATE PREVUE POUR LE COMMENCEMENT ET LA FIN DE L'EVALUATION EXPERIMENTALE OU DE L'EVALUATION OU DEVELOPPEMENT			
13-TARGET DATE FOR OPERATIONAL USE - DATE PREVUE D'UTILISATION OPERATIONNELLE			
14-PREVIOUS APPLICATION NUMBER - NUMERO DE L'ANCIEN FORMULAIRE			
☐ CONTINUED UNCHANGED RESTE EN VIGUEUR	☐ SUPERSEDED EST REMPLACÉ	☐ RELATED DEMEURE CONNEXE	☐ NONE AUCUN

INSTRUCTIONS FOR COMPLETING FREQUENCY SUPPORTABILITY FORM

1. Type in classification and downgrading stamp and insert nomenclature and equipment type, e.g., AN/FPS-16 Instrumentation Radar. Indicate by check mark whether for Experimental Research or Exploratory Development. Advanced or Engineering Development, or Operational. The classification of the title will be appropriately indicated. Classified information contained in the completed form will be indicated either as a general statement in the Remarks paragraph such as "The purpose, functions ... are classified" or by an enumeration of the applicable paragraphs and subparagraphs with their classification, or the classification may be marked alongside each entry on the form.

EXPERIMENTAL RESEARCH OR EXPLORATORY DEVELOPMENT

- 2.a. To test the feasibility of new techniques or concepts of natural phenomena and environment and efforts towards solution of problems in the physical behavioural and social sciences that have no direct military application.
- b. To test the feasibility of adapting conventional techniques to new purposes prior to projection into development planning includes all effort!directed toward solution of specific military problems, short or major development projects.

ADVANCED OR ENGINEERING DEVELOPMENT

- a. To develop equipment which have moved into the development of hardware for experimental or operational test.
- b. To modify existing operational equipment for improved performance.
- c. To develop programs being engineered for service use but which have not yet been approved for production and service deployment.
- d. To continue development of equipment/systems that have been approved for production and service use.

OPERATIONAL

To operate and test equipment which have passed the development phase and are planned for operational use for:

- (1) Tactical and training purposes.
- (2) Non-tactical purposes such as for test range instrumentation purposes.
3. Describe the function and purpose to be performed as specifically as possible. For example, Guided Missile Control Radar; Troposcatter Communications equipment; provides acquisition and tracking information; short range communications; telemetry for quality control.
4. Describe the method of operation. For example: Radar activates beacon transponder in missile with coded pulses; Beacon provides missile track; Radar also transmits coded pulse command signals to missile beacon receiver for guidance.
5. Describe operational extent of usage. For example: Continuous or intermittent-expected duty cycle during mission; expected number of hours of operation per day or other appropriate time period; Indicate any conditions governing intermittent use; When appropriate, describe mission phase during which system operates.
6. Give brief description of ultimate operational environment. For example: Amphibious landing operations; Defence of strategic target area; sea areas; field army. Provide any additional environment factors pertinent to a meaningful assessment of electromagnetic compatibility such as: specific vehicle/platform types; expected mobility; or other factors affecting the environment variability.
7. State geographical area used for experimental research or development.
8. State geographical area for potential use. Provide latitude and longitude of centre of operational area and radius of operation in kilometres.
9. List number of equipment's planned for experimental or developmental phase.
10. List number of equipment's planned for operational use.
11. Indicate maximum number of these equipment's which will be operating simultaneously in the same environment. For example: 3 missiles will be flown simultaneously in an operating area.
12. Indicate the dates on which it is expected that experimental or developmental phase will start and finish.
13. Indicate target date for operational use as defined in item 6.

CLASSIFICATION

TRANSMITTER EQUIPMENT CHARACTERISTICS CARACTERISTIQUES DU MATERIEL EMETTEUR

PAGE

1. Nomenclature, Manufacturer's Model No. - Désignation, no de modèle du fabricant:	2. Manufacturer's Name - Nom du fabricant:	
3. Transmitter installation - Installation émettrice:	4. Transmitter Type - Type d'émetteur:	
5. Tuning Range - Gamme d'accord:	6. Method of Tuning - Méthode d'accord:	
7. RF Channeling Capability - Répartition des voies RF:	8. Emission Designator(s) - Identificateur(s) d'émission:	
9. Frequency Tolerance - Tolérance de fréquence:		
10. Filter employed - Filtre utilisé: Yes - Oui ☐ No - Non ☒	12. Emission Bandwidth - Calculated ☐ Measured ☒ Largeur de bande de l'émission: Calculée Mesurée	
11. Spread Spectrum - Spectre étalé: Yes - Oui ☐ No - Non ☒	(a) -3 dB (b) -20 dB (c) -40 dB (d) -60 dB (e) OCCBW Larg. de bande occupée	
13. Maximum Bit Rate - Débit binaire maximal:	15. Maximum modulation Frequency - Fréquence de modulation et de codage:	
14. Modulation Techniques and Coding - Techniques de modulation et de codage:		
16. Pre-emphasis - Préaccentuation: Yes - Oui ☐ No - Non ☒	17. Deviation Ratio - Rapport de déviation:	
18. Pulse Characteristics - Caractéristiques des impulsions: (a) Rate - Fréq. de récurrence _____ (b) Width - Durée _____ (c) Rise Time - Temps de montée _____ (d) Fall Time - Temps de descente _____ (e) Comp Ratio - Rapport de comp. _____ Larg. de bande occupée	19. Power - Puissance: (a) Mean - Moyenne _____ (b) PEP - En crête _____	
21. Harmonic Level - Niveau des harmoniques: (a) 2nd - 2e _____ (b) 3rd - 3e _____ (c) Other - Autres _____	20. Output Device - Dispositif de sortie:	
24. Remarks - Remarques:	22. Spurious Level - Niveau du rayonnement non essentiel:	

CLASSIFICATION

TRANSMITTER EQUIPMENT CHARACTERISTICS

1. Enter the government assigned equipment designation. If above is not available, enter the manufacturer's model number, e.g. MIT502, and complete item 2. If above is not available enter a short descriptive title, e.g. ATS-6 telemetry transmitter.
2. Enter if available. If a manufacturer's model number is listed in item 1, this item must be completed.
3. List specific type(s) of vehicle(s), ship(s), plane(s) or building(s) etc. where the transmitter(s) will be installed.
4. Enter the generic class of the transmitter, e.g. Frequency scan, Scan While Track Radar, Monopulse Tracker, AM or PM communications. In addition, for radar enter the radar type e.g. Non-FM Pulse, FM-Pulse, Frequency Hopping, CW or FM-CW.
5. Enter the frequency range through which the transmitter is capable of being tuned, e.g. 225-400 MHz. For equipment designed to operate only at a single frequency, enter the frequency indicate units e.g. kHz, MHz or GHz.
6. Enter the method of tuning, e.g. crystal, synthesiser or cavity. If the equipment is not readily tuneable in the field. Indicate in Remarks (item 23) the complexity factors such as skill levels involved, major assemblies involved, time required and location (factory or depot) where equipment is to be tuned.
7. Describe the RF channelling capability. For uniformly spaced channels, enter the centre frequency of the first channel and channel spacing e.g. first channel 406MHz, 100kHz increments; for continuous tuning, enter the lowest frequency and the word "continuous"; for others, such as SSB or cases where channel selection is under software control, enter a detailed description in Remarks (23), e.g. degraded channels, internal hardwiring limitations or lockout capability for frequency hopping systems.
8. Enter the emission designator(s) including the necessary bandwidth for each designator e.g. 16K0F3E. For systems with a frequency hopping mode as well as a non-hopping mode, enter the emission designators for each mode. Identify each mode such as hopping or non-hopping.
9. Enter the frequency tolerance, i.e. the maximum departure of a transmitter from its assigned frequency after normal warm-up time has been allowed. Indicate the units in part per million (ppm) for all emission types except single side band, which shall be indicated in Hertz (Hz).
10. Check the appropriate box.
11. Check the appropriate box. If YES see instructions for item 14.
12. Enter the emission bandwidths for which the transmitter is designed at the -3, -20 and -60dB levels and the occupied bandwidth. The bandwidth at -40dB shall also be entered for pulse radar transmitters. The emission bandwidth is defined as that appearing at the antenna terminals and includes any significant attenuation contributed by filtering in the output circuit or transmission lines. Values of emission bandwidth specified should be indicated as calculated or measured by checking the appropriate block. Note that the occupied bandwidth (item 12(e)) is defined as the frequency bandwidth such that, below its lower and above its upper frequency limits, the mean powers radiated are each equal to 0.5% of the total mean power radiated.
13. Enter the maximum information bit rate for digital equipment, in bits per second. If spread spectrum is used, enter the bit rate after encoding.
14. Describe in detail the modulation and/or coding techniques employed. For complex modulation schemes such as direct sequence spread spectrum, frequency hopping, frequency agile, provide information relating to hop rate, processing gain, clock rate, No of hop sets, No of frequencies per hop set, etc. If too lengthy, use item 23.
15. For frequency or phase-modulated transmitter, enter the maximum modulation or base band frequency. The frequency is assumed to be the frequency at -3dB point on the high frequency side of the modulator response curve. Indicate the units, e.g. Hz, kHz or MHz.
16. For frequency or phase modulated transmitter check the appropriate block to indicate whether pre-emphasis is available.
17. For frequency or phase modulated transmitter enter the deviation ratio computed with the formula:

$$\text{Deviation ratio} = \frac{\text{maximum frequency deviation}}{\text{maximum modulation frequency}}$$
18. For pulse modulated transmitters
 - a. enter the pulse repetition rate in pulses per second (pps)
 - b. enter the pulse width at the half voltage levels in usec
 - c. enter the pulse rise time in microseconds (usec). This is the time duration for the leading edge of the voltage pulse to rise from 10% to 90% of its peak amplitude
 - d. enter the pulse fall time in microseconds (usec). This is the time duration for the trailing edge of the voltage pulse to fall from 90% to 10% of its peak amplitude
 - e. enter the maximum pulse compression ratio if applicable.
 For coded pulse waveform see instructions for item 14.
19. Enter the mean power delivered to the antenna terminals for all AM and FM emissions or the peak envelope power (PEP) for all other classes of emissions. If there are any unique situations such as interrupted CW, provide details in Remarks (23). Indicate the units e.g. W or kW.
20. Enter a description of the device used in the transmitter output stage e.g. ceramic diode, reflex klystron, transistor or TWT.
21. Enter the harmonic level of the 2nd and 3rd harmonics in dB relative to the fundamental. Enter in item (c) the relative level in dB of the highest-powered harmonic above the 3rd.
22. Enter the maximum value of spurious emission in dB relative to the fundamental which occurs outside the -60dB point on the transmitter fundamental emission spectrum (item 12) and does not occur on a harmonic of the fundamental emission spectrum (item 12) and does not occur on a harmonic of the fundamental frequency. Indicate in kHz or MHz the location of the spurious from the fundamental frequency.
23. Remarks.

CLASSIFICATION

RECEIVER EQUIPMENT CHARACTERISTICS CARACTERISTIQUES DU MATERIEL RECEPTEUR

PAGE

1. Nomenclature, Manufacturer's Model No. - Désignation, no de modèle du fabricant:	2. Manufacturer's Name - Nom du fabricant:		
3. Receiver installation - Installation réceptrice:	4. Receiver Type - Type récepteur:		
5. Tuning Range - Gamme d'accord:	6. Method of Tuning - Méthode d'accord:		
7. RF Channeling Capability - Répartition des voies RF:	8. Emission Designator(s) - Identificateur(s) d'émission:		
9. Frequency Tolerance - Tolérance de fréquence:			
10. IF Selectivity - Sélectivité FI:	11. RF Selectivity - Sélectivité RF:		
1st 1ère 2nd 2e 3rd 3e (a) -3 dB (b) -20 dB (c) -70 dB 	Calculated ☐ <i>Calculée</i>	Measured ☒ <i>Mesurée</i>	(a) -3 dB (b) -20 dB (c) -60 dB
12. IF Frequency - Fréquence intermédiaire:	13. See instructions / Voir instructions		
(a) 1st - 1ère (b) 2nd - 2e (c) 3rd - 3e	14. See instructions / Voir instructions		
15. Oscillator Tuned - Oscillateur accordé:	16. Maximum Bit Rate - Débit binaire maximal:		
1st 1ère 2nd 2e 3rd 3e (a) Above Tuned Frequency <i>au-dessus de la fréq. d'accord</i> ☒ (b) Below Tuned Frequency <i>au-dessous de la fréq. d'accord</i> ☐ (c) Either Above or Below the Freq. <i>soit au-dessus, soit au-dessous de la fréq. d'accord</i> ☐	17. Sensibility - Sensibilité: (a) Sensibility - Sensibilité _____ (b) Criteria - Critère _____ (c) Noise Fig - Facteur de bruit _____ dB (d) Noise Temp - Temp. de bruit _____ kelvins		
18. De-emphasis - Désaccentuation:	20. Spurious Rejection - Rejet des fréquences parasites:		
Yes - Oui ☐ No - Non ☒			
19. Image Rejection - Rejet de fréquence image:			
21. Remarks - Remarques:			

CLASSIFICATION

RECEIVER EQUIPMENT CHARACTERISTICS

1. Enter the alphanumeric equipment designation. If above is not available, enter the manufacturer's model number e.g. MIT502 and complete item 2. If above is not available, enter a short descriptive title e.g. GPS receiver. A separate receiver submission is required for each receiver in a complex system e.g. radar ECCM receivers.
2. Enter the manufacturer's name if available. If a manufacturer's model number is listed in item 1, this item must be completed.
3. List specific type(s) of vehicle(s), ship(s), plane(s) or building(s) etc. where the receiver(s) will be installed.
4. Enter the generic class e.g. Dual conversion super-heterodyne or homodyne.
5. Enter the frequency range through which the receiver is capable of being tuned e.g. 225-400 MHz. For equipment designed to operate only at a single frequency, enter this frequency. Indicate units: kHz, MHz or GHz.
6. Enter the method of tuning e.g. crystal, synthesiser or cavity. If the equipment is not readily tuneable in the field, indicate in Remarks (21), the complexity of tuning include complexity factors, such as skill levels involved, major assemblies involved, time required and location (factory or depot) where equipment is to be tuned.
7. Describe the RF channelling capability. For uniformly spaced channels, enter the centre frequency of the first channel and channel spacing e.g. first channel 408 MHz, 100 kHz increments, for continuous tuning, enter the lowest frequency and the words "continuous", for others, including cases where channel selection is under software control, enter a detailed description in Remarks (21).
8. Enter the emission designator(s) including the necessary bandwidth for each designator e.g. 16K0F3E. For systems with a frequency hopping mode as well as non-hopping modes, enter the emission designators for each mode.
9. Enter the frequency tolerance, i.e., the maximum departure of a receiver from its assigned frequency after normal warm-up time has been allowed. Indicate the units in parts per million (PPM) for all emission types except single side band, which shall be indicated in Hertz (Hz).
10. Enter the bandwidth for each IF stage at -3, -20 and -60dB levels. Indicate units, e.g. kHz or MHz.
11. Enter the bandwidth at -3, -20 and -60dB levels. The RF bandwidth includes any significant attenuation contributed by filtering in the input circuit or transmission line. Values of RF bandwidths specified should be indicated as calculated or measured by checking the appropriate block. Indicate units, e.g. kHz or MHz. Enter the pre-selection type, e.g. tuneable cavity.
12. Enter the tuned frequency of the 1st, 2nd and 3rd IF stages. Indicate units, e.g. kHz or MHz.
13. and 14. Intentionally left blank to match US form.
15. Check the appropriate block to indicate the location of the 1st, 2nd and 3rd oscillator frequencies with respect to the associated mixer input signal.
16. Where applicable, enter the maximum bit rate (BPS) that can be used. If spread spectrum is used, enter the bit rate after decoding. Describe any error detecting/correcting codes in Remarks (21).
17. a. enter the sensitivity in dBm.
b. specify criteria used, e.g. 12dB SINAD (signal + noise + distortion over noise + distortion)
c. if the receiver is used with terrestrial systems, enter the receiver noise figure in dB.
d. if the receiver is used with space or satellite earth stations, enter the receiver noise temperature in Kelvin.
18. For frequency modulated or phase modulated receivers indicate whether de-emphasis is available.
19. Enter the image rejection is the ratio of the image frequency signal level required to produce a specified output, to the desired signal level required to produce the same output.
20. Enter the spurious rejection in dB. Enter the single level of spurious rejection that the receiver meets or exceeds at all frequencies outside the -60dB IF bandwidth. Spurious rejection is the ratio of a particular out-of-band frequency signal level required to produce a specified output, to the desired signal level required to produce the same output.
21. Remarks.

CLASSIFICATION

ANTENNA EQUIPMENT CHARACTERISTICS CARACTERISTIQUES DU MATERIEL D'ANTENNE

PAGE

1. Transmitting ☒ Emission Receiving ☐ Réception Transmitting and Receiving ☐ Emission et réception	
2. Nomenclature, Manufacturer's Model No. - Désignation, no de modèle du fabricant:	
3. Manufacturer's Name - Nom du fabricant	
4. Frequency Range - Gamme de fréquences:	
5. Type:	
6. Polarization - Polarisation:	
7. Scan Characteristics - Caractéristiques de balayage:	
8. Gain:	(a) Type _____ (b) Vertical Scan: Balayage vertical: _____ (1) Max Elev Angle de site max. _____ (2) Min Elev Angle de site min. _____ (3) Scan Rate Vitesse de balayage _____
9. Beamwidth - Largeur du faisceau:	(c) Horizontal Scan: Balayage horizontal: _____ (1) Sector Scanned Secteur balayé _____ (2) Scan Rate Vitesse de balayage _____ (d) Sector Blanking Effacement de secteur Yes ☐ No ☐ Oui Non
21. Remarks - Remarques:	
(a)	
(b)	

CLASSIFICATION

ANTENNA EQUIPMENT CHARACTERISTICS

1. Check the appropriate block to indicate the type of antenna. For multi-antenna system, use one page for each antenna.
2. Enter the assigned alphanumeric equipment designation. If above is not available, enter the manufacturer's model number e.g. DS6558 and complete item 3. If above is not available, enter a short descriptive title e.g. ATS-6 Telemetry antenna.
3. Enter the manufacturer's name if available. If a manufacturer's model number is listed in item 2, this item must be completed.
4. Enter the range of frequencies for which the antenna is designed. Indicate units e.g. kHz or MHz.
5. Enter the generic name or describe general technical features e.g. Horizontal, Log periodic, Cassegrain with polarisation twisting, Whip, Phased Array or Conformal Array.
6. Enter the polarisation: if circular, indicate whether it is left or right hand.
7. a. If this antenna scans, enter the type of scanning, e.g. vertical, horizontal, vertical and horizontal.
b. Vertical scan:
 - (1) enter the maximum elevation angle in degrees (positive or negative referenced to the horizontal) that the antenna can scan.
 - (2) enter the minimum elevation angle in degrees (positive or negative referenced to the horizontal) that the antenna can scan.
 - (3) enter the vertical scanning rate in scans per minute.
c. Horizontal scan:
 - (1) enter the angular scanning range in degrees of the horizontal sector scanned.
 - (2) enter the horizontal scan rate in scans per minute.
d. Indicate if antenna is capable of being sector blanked. If yes, enter details in Remarks (10).
8. a. Enter the maximum gain in dB relative to an isotropic radiator (dBi).
b. Enter the nominal gain of the 1st major side lobe in dBi and the angular displacement from the main beam in degrees.
9. Enter the -3dB beam width in degrees.
10. Use this item to describe any unusual characteristics of the antenna, particularly as they relate to the assessment of electromagnetic compatibility. Use this item to amplify or clarify any of the information provided above. In addition, enter the following information if applicable:
 - a. the front to back ratio in dB for directional antennas used in Radio Relay circuits.
 - b. for phased array antennas, enter:
 - (1) mode of operation, single or multiple beam;
 - (2) single beam parameters;
 - (3) multiple beam parameters:
 - (a) polarisation of each beam;
 - (b) gain of each beam;
 - (c) beam width of each beam;
 - (d) scan characteristics of each beam (refer to item 7).

ANNEX 8 PERFORMANCE OF WORK BY THIRD PARTIES.

To be added later