

PO and OA Annex II Security Aspects Letter (SAL)

1. In the performance of this contract, the prime Contractor and any Sub-contractor(s) are required to comply with NATO security regulations as implemented by the NSA/DSA of the nation in which the work is performed or in the contracts involving NR information only as established in the Contract Security Clause.

2. All classified information and material shall be protected in accordance with the requirements established by the NSA/DSA of the nation in which the work is performed or in the case of NR information as may also be established in the Contract Security Clause.

3. In particular, the Contractor shall:

(a) appoint an individual to be responsible for supervising and directing security measures in relation to the Request for Proposals (RFP), contract or sub- contract;

(b) submit in due time to the NSA/DSA the personal particulars of the person the contractor wishes to employ on the project with a view to obtaining PSCs at the required level where NC and above is involved;

(c) maintain, preferably through this officer responsible for security measures, a continuing relationship with the NSA/DSA and /or the Contracting Authority in order to ensure that all NATO classified information involved in the bid, contract or sub-contract is properly safeguarded;

(d) limit the copying of any classified materiel (including documents) to the absolute minimum to perform the contract;

(e) supply the NSA/DSA, when so requested by the latter, with any information on the persons who will be required to have access to NATO classified information;

(f) maintain a record of his employees taking part in the project and who have been cleared for access to NATO classified information. This record must show the period of validity and the level of the clearances;

(g) deny access to NATO classified information to any persons other than those authorized to have access by the NSA/DSA or in the case of NR information as determined by the need-to-know;

(h) limit the dissemination of NATO classified information to the smallest number of persons as is consistent with the proper execution of the contract or sub- contract;

(i) comply with any request that persons to be entrusted with NATO classified information, sign a statement undertaking to safeguard that information and signifying their understanding of their obligations under national legislation on the safeguarding of classified information, and that they recognise that they may have comparable obligations under the laws of the other NATO nations in which they may have access to classified information;

(j) report to the Security Officer and to his NSA/DSA any breaches or suspected breaches of security, suspected sabotage or subversive activity, any breach giving rise to doubts as to the trustworthiness of an employee, any changes in the ownership, supervisory or managerial staff of the facility or any changes that affect the security arrangements and security status of

the facility, and any other information which may be required by the NSA/DSA, such as reports on holdings of NATO classified information or materiel;

(k) obtain the approval of NSPA and NSA/DSA before beginning negotiations with a view to sub-contracting any part of the work which would involve the Sub-contractor having possible access to NATO classified information, and to place the Sub-contractor under appropriate security obligations which in no case may be less stringent than those provided for his own contract;

(l) undertake not to utilise, other than for the specific purpose of the bid, contract or sub-contract, without the written permission of NSPA or the prime Contractor, any NATO classified information supplied to him, and return to NSPA all classified information referred to above, as well as that developed in connection with the contract or sub-contract unless such information has been destroyed, or its retention has been duly authorised by the contracting office or the sub-contracting officer. Such NATO classified information shall be returned at such time as the contracting office may direct; and

(m) comply with any procedure established with respect to the dissemination of NATO classified information in connection with the contract or sub-contract.

4. Any person taking part in the performance of work the classified parts of which are to be safeguarded, must possess the appropriate NATO security clearance issued by his NSA/DSA. The level of this clearance must be at least equal to the security category of the materiel, the related information or specifications where NC or above is involved.

5. Unless specifically authorised to do so by NSPA, the Contractor may not pass on any NATO classified information to any third party to whom a request to supply goods or services has been submitted.

6. No change in level of classification or de-classification of documentation or materiel may be carried out unless written authority in this respect is obtained from NSPA.

7. No CIS may be used for processing classified information without prior accreditation by the responsible authorities. At the level of NR, such accreditation can be under delegated authority of the responsible accreditation authority or the contracting authority in accordance with Contract Security Clause for NR information (Annex I to this RFP).

8. Failure to implement these provisions and the security regulations established by the NSA of the nation where the contractual work is being performed may result in termination of this contract without reimbursement to the Contractor or claim against NATO, NSPA or the national government of the said nation.

9. The NSPA security classification check list indicates the degree of classification of the data and materiel (equipment, information, technical manuals, specifications) which may be handled in the performance of work under this contract and which must be safeguarded in accordance with the provisions of this letter.

10. The contractor shall destroy or return any classified information provided or generated under the contract unless the contracting authority has given written approval to retain such classified information, e.g. for warranty purposes.

11. The Contractor shall be required to acknowledge receipt of an accompanying SAL that is made part of the applicable contract and confirm that it understands the security aspects defined. With respect to contracts involving only NR information the Contractor shall also be required to confirm that it will comply with the provisions of the Contract Security Clause and

specifically that any company CIS used to handle or process NR classified information has been appropriately security accredited.