

NATO UNCLASSIFIED



**HQ Supreme Allied Commander Transformation
Purchasing and Contracting Section
Office of Budget and Finance**

Norfolk, Virginia | USA



Internal Tracking No:

FROM: HQ SUPREME ALLIED COMMANDER
TRANSFORMATION HEAD OF CONTRACTS
7857 Blandy Road, Suite 100
Norfolk, VA 23551-2490

TO:

SUBJECT: NATO SECURITY ASPECTS LETTER

DATE:

REFERENCE: A) AC/35-D/2003-REV5 – Directive on Classified Project and Industrial Security

Dear ,

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 ACT and the National/Designated Security Authority (NSA/DSA) of the nation in which the company is based, or the nation in which the work is performed or in the contracts involving NATO RESTRICTED (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 ACT and the NSA/DSA of the nation in which the company is based, or 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 a Facility Security Officer (FSO) 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 Personnel Security Clearances (PSCs) at the required level where NATO CONFIDENTIAL (NC) and above is involved;

NATO UNCLASSIFIED

- (c) maintain, through the FSO responsible for security measures, a continuing relationship with the NSA/DSA and/or the ACT 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 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. All records must be kept for a minimum of 5 years;
- (g) deny access to NATO classified information to any persons other than those authorised 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 (Acknowledgement of Responsibilities) 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 Office of ACT and to the appropriate 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 ACT and the NSA/DSA, such as reports on holdings of NATO classified information or materiel;
- (k) obtain the approval of the ACT Contracting Authority 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 by contract;

NATO UNCLASSIFIED

- (l) undertake not to utilise any shared NATO classified information, other than for the specific purpose of the bid, contract or sub-contract, without the written permission of ACT, and return to ACT 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 ACT Contracting Authority. 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 of classified parts of which are to be safeguarded, must possess the appropriate NATO security clearance issued by their 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 ACT, 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 ACT.

7. No Communication and Information Systems (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 Appendix 4 of the Industrial Security Directive (Contract Security Clause for Inclusion in Tenders and Contracts Involving NR Information).

8. Failure to implement these provisions and the security regulations established by ACT and the NSA/DSA of the nation where the company is based, or 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, ACT or the national government of the said nation.

9. The Security Classification Guide 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.

NATO UNCLASSIFIED

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 Security Aspects Letter (SAL) or Program security Instruction (PSI) 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.

Signature,

HQ SACT Contracting Officer

CONTRACTOR ACKNOWLEDGEMENT

The Contractor acknowledges receipt of this Security Aspects Letter that is made part of the applicable contracts and confirm that it understands and will comply with the security aspects defined. The Contractor further acknowledges that it will comply with the provisions of the Contract Security Clause, specifically any contractor CIS used to handle or process NR classified information has been appropriately security accredited.

Company: _____

Contractor's Facility: _____

Security Officer's Name (print): _____

Security Officer's Signature: _____

Date: _____