

GSA/NP/09/12- "EGNOS Service Provision"

Annex F to Tender Information Package-
COMPLIANCE MATRIX TO THE CORE REQUIREMENTS OF SECURITY ASPECTS LETTER
TO CONTRACT GSA/NP/09/12

Compliance matrix to the requirements of the Security Aspects Letter

1 Introduction

The Candidates are required to submit the present compliance matrix to the requirements of the Security Aspects Letter (SAL) indicated below as part of their request to participate. This compliance matrix may require when necessary the provision of supporting data or information relating to the necessary security measures for the exchange of classified information.

Please Note

The Compliance Matrix forms part of the selection criteria – only candidates fully compliant with all requirements of the Matrix may be further considered regarding eligibility for participation in the tender process.

You are therefore kindly asked to carefully read and answer truthfully all the requested requirements. Also submit attachments / supporting documents where requested. Untruthful answering of the requirements will result in exclusion from the tendering process and may be subject to further legal procedures.

2. Applicable documents

AD 1 The European GNSS PSI issued by the GNSS Security Board (GNSS SB); current version: Issue 3 Rev 0 dated 06.03.2012

3. Reference documents

RD 1 Commission Decision 2001/844/EC, ECSC, Euratom published in OJ L 317 of 3.12.2001 as last amended by Commission Decision 2006/548/EC, Euratom published in OJ L 215 p.38 of 5.8.2006, amending its internal Rules of Procedure (COMMISSION PROVISIONS ON SECURITY)

Amendments to Commission Decision 2001/844/EC, ECSC, Euratom

Commission Decision 2005/94/EC, Euratom, of 3 February 2005 published in OJ L 31 of 4.2.2005 amending Decision 2001/844/EC, ECSC, Euratom

Commission Decision 2006/70/EC, Euratom, of 31 January 2006 published in OJ L 34 of 7.2.2006 amending Decision 2001/844/EC, ECSC, Euratom

Commission Decision 2006/548/EC, Euratom, of 2 August 2006 published in OJ L 215 of 5.8.2006 amending Decision 2001/844/EC, ECSC, Euratom

4. Access to the GSA's premises

1. Contractors or subcontractors and their personnel shall comply with the GSA's internal security and safety rules and Regulations and shall follow any instructions given by the GSA's Security Department. They will be briefed accordingly by the GSA Local Security Officer. They shall grant their full co-operation to prevent and report any (security) incident.

2. Any failure to comply with the GSA's security or safety instructions may result in access to the premises being denied or the personnel being expelled from the GSA premises.

3. Unless otherwise agreed with the GSA, contractor or subcontractor personnel performing work on the GSA's premises, except attendance at meetings with the GSA representatives, shall hold the nationality of an EU Member State.

4. Any information or material provided to the contractor's or subcontractor's personnel shall be treated as if supplied officially by the GSA.
5. The contractor shall notify the GSA's Security Department at least 5 working days in advance of any visit with the names, dates of birth and nationalities together with a certification of the individual's security clearance and where appropriate the details of vehicles, for all contractor or subcontractor personnel temporary performing work on the GSA's premises using the procedure laid down in the SAL.
6. The GSA shall be entitled to refuse access to its premises to any contractor or subcontractor personnel without giving justification, as deemed necessary for security reasons.

5. Compliance Matrix

Preliminary note:

The current level of classified information for EGNOS which the contractor shall handle is UE RESTREINT. However, should the need arise, all industrial or other entities participating in classified contracts which involve access to information classified CONFIDENTIEL UE or above shall hold a Facility Security Clearance (FSC). The FSC is granted by the National Security Authority or Designated Security Authority (NSA/DSA) of the participating State in which it is located to confirm that a facility can afford and guarantee adequate security protection of classified information to the appropriate classification level.

Compliance matrix to the core requirements of the Security Aspects Letter for Contract GSA/NP/09/12	Compliance status or agreement
SAL Requirement	YES/NO (Remarks)
- [REQ 1] The documents referenced in section 2, Applicable Documents, in their latest version shall be applicable to the contractor and subcontractors and the security principles they contain shall govern the execution of the contract. The documents referenced in section 3, Reference Documents, in their latest version are additional guidance to the applicable documents.	
- [REQ 2] Information generated by the contractor or any subcontractor which requires classification shall be marked using the EU security classification markings.	
- [REQ 3] When a doubt arises about the classification level of information generated under contractual activity, the contractor or subcontractor(s) involved shall ask the GSA in writing about the classification level to adopt.	



<p>- [REQ 4] The contractor shall handle and protect classified information or material provided to them or generated by the contractor pursuant to this Contract in accordance with its classification as described in AD 1, The European GNSS PSI or, provided they are no less stringent, in accordance with national regulations.</p>	
<p>- [REQ 5] If the contractor's responsible National Security Authority or Designated Security Authority (NSA/DSA) identifies a failure by the contractor to observe the security provisions described and Regulations referred to under this SAL, it shall inform the GSA. If this failure is of such a nature as to result in the withdrawal of the contractor's Facility Security Clearance (FSC) to handle classified documents as necessary for the execution of the Contract, the GSA shall have the right to terminate the Contract with immediate effect in accordance with the relevant provisions of the General Terms and Conditions for Contracts awarded by the GSA, without prejudice to criminal and civil proceedings against the contractor.</p>	
<p>- [REQ 6] If the responsible National Security Authority or Designated Security Authority (NSA/DSA) has identified such a failure to comply with the relevant security Regulations by any subcontractor resulting in the withdrawal of the subcontractor's FSC, the GSA shall be entitled to require the contractor to terminate the sub-contract with immediate effect, without prejudice to the GSA's right to terminate the contract with immediate effect and/or to initiate criminal and/or civil proceedings against the subcontractor.</p>	
<p>- [REQ 7] For work performed on the GSA's premises, the contractor and its personnel shall comply with the security requirements as described in point 4 of this annex: Access to the GSA's premises.</p>	
<p>- [REQ 8] For work performed on other locations than the GSA and the contractor's premises, the contractor and its personnel shall comply with the local security rules provided they are not less stringent than those of AD 1, the European GNSS PSI.</p>	
<p>- [REQ 9] The contractor shall not transmit to a subcontractor any information or material classified CONFIDENTIAL or above without the prior written consent of the originator and the GSA.</p>	
<p>- [REQ 10] The ultimate responsibility for protecting classified information within industrial or other entities rests with the management of those entities.</p>	
<p>- [REQ 11] It may be necessary for the contractor to negotiate classified subcontracts with subcontractors at various levels. The contractor is responsible for ensuring that all subcontracting activities are undertaken in accordance with the common minimum standards contained in this SAL. The procedures for subcontracting in AD 1, The European GNSS PSI will be applied to all potential subcontracts.</p>	



<p>- [REQ 12] A Security Classification Guide (SCG) shall also be a part of each classified subcontract, describing the specific elements which are classified and specifying the applicable security classification levels. The provisions of both the SAL and SCG shall not be less stringent than the ones applicable to the prime contractor.</p>	
<p>- [REQ 13] Classified information released to the contractor or subcontractor or generated under contractual activity shall not be used for purposes other than those defined by the classified contract and shall not be disclosed to third parties without the prior written consent of the originator and of the GSA.</p>	
<p>- [REQ 14] If changes to the security requirements emerge during the performance of the contract and if such changes significantly deviate from the initial arrangements, the contract shall be amended accordingly or terminated, as appropriate.</p>	
<p>- [REQ 15] Where changes of security requirements result in additional security measures to be taken or investments to be made by the contractor, a contract amendment shall be negotiated on a fair and reasonable basis.</p>	
<p>- [REQ 16] In case the contractor cannot comply with increased security requirements, the contract shall be terminated. However, any contract termination resulting from changes of the security requirements shall not be by default the responsibility of the contractor, and the contractor may be entitled to compensation by the GSA (subject to a specific agreement).</p>	
<p>- [REQ 17] The National Security Authority or Designated Security Authority (NSA/DSA) of the participant in which the contractor is registered shall be informed by the contractor and by the GSA Security Department separately of the award of a classified contract.</p>	
<p>- [REQ 18] When a classified contract or a classified subcontract is terminated, the contractor and the GSA Security Department shall notify separately this termination in less than one month to the National Security Authority or Designated Security Authority (NSA/DSA) of the participants in which the contractor and subcontractors are registered.</p>	
<p>- [REQ 19] Throughout the life of the classified contract, compliance with all its security provisions shall be monitored by the GSA, in conjunction with the relevant National Security Authority or Designated Security Authority (NSA/DSA). Any security incidents shall be reported, in accordance with the provisions laid down in the European GNSS PSI. Any change to or withdrawal of an FSC shall immediately be communicated to the GSA Security Department.</p>	
<p>- [REQ 20] The contractor shall - under penalty of termination of the contract - comply with any security requirements prescribed by the Contracting Authority as detailed in the Security Aspects Letter for Contract</p>	



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- [REQ 21]The contractor shall describe its security organisation in detail in its bid and provide as well the details of the Contract Manager and the company Security Officer.	
- [REQ 22]Any subsequent changes of the Contract Manager or Security Officer shall be communicated in writing to the GSA using National Security Authority or Designated Security Authority (NSA/DSA) channels within 30 days of their occurrence.	
- [REQ 23]The classified information, whenever stored on a digital media for transmission and whatever its classification level, shall be handled according to the prescriptions of AD 1, The European GNSS PSI.	
- [REQ 24]Security violations shall be handled as prescribed in in AD 1, The European GNSS PSI.	
- [REQ 25]Reports of security violations shall be communicated to the GSA Local Security Officer.	
- [REQ 26]Reports of security violations shall be classified as appropriate and transmitted accordingly. Should the classification of the report be higher than RESTREINT UE (or equivalent), a sanitized report allowing a classification at the level RESTREINT UE of lower shall be established in order to allow a quick transmission of it using appropriate channels and tools.	

For (legal entity): _____

Name:

Date:

Signature:
