

APPENDIX W**CONTRACT SECURITY CLAUSES****MULTINATIONAL INDUSTRIAL SECURITY WORKING GROUP**

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CONTRACT SECURITY CLAUSES**INTRODUCTION**

The following contract security clauses have been developed by the Multinational Industrial Security Working Group (MISWG) in order to standardize the security clauses used by nations participating in multinational and bilateral international contracts. They are provided primarily for guidance and may be used at the discretion of each nation. Participants of MISWG are encouraged to provide copies of these clauses to their Contracting Authorities who negotiate and award international contracts.

ALL classified information exchanged or generated in connection with international contracts will be used, transmitted, stored, handled and safeguarded in accordance with the participant's applicable national security laws and regulations, to the extent that they provide a degree of protection no less stringent than that provided for NATO classified information as set forth in the document "Security Within the North Atlantic Treaty Organization." CM(2002) 49 dated 17 June 2002, and its subsequent amendments.

In all cases where NATO classified information is involved, the basic principles and minimum standards of security set forth in the document "Security Within the North Atlantic Treaty Organization," CM(2002) 49 dated 17 June 2002, and its subsequent amendments will apply.

"Contracting Authorities," as used in this Document, is the Government Entity that awards the contract.

NOTE: These clauses may not apply, in some respects, to contracts involving RESTRICTED information. For such contracts, the contracting authority will consult with their National Security Authority (NSA) or Designated Security Authority (DSA) to determine which clauses are appropriate. Certain clauses may have to be inserted or deleted, as applicable, to accommodate various regulation of all participating nations.

CONTRACT SECURITY CLAUSES

The following security clauses or derivatives thereof are recommended for use in international contracts, by contracting authorities. The terms National Security Authority (NSA), and Designated Security Authority (DSA), as used in these clauses, are defined as follows:

a. National Security Authority (NSA): The participating government entity responsible for national security policy guidance.

b. Designated Security Authority (DSA): The government security office approved by national authorities to be responsible for the industrial security aspects of this contract/programme/project.

1. CLASSIFIED information provided or generated pursuant to this contract shall be protected as follows:

a. The recipient shall not disclose the CLASSIFIED information to a third party government, person, or firm, or representative thereof, without the prior written consent of the releasing government. Such consent shall be sought from the recipient's NSA/DSA. **(NOTE: THE APPROPRIATE NSA/DSA MUST BE IDENTIFIED IN THIS PARAGRAPH).**

b. The recipient shall provide the CLASSIFIED information a degree of protection no less stringent than that provided by the releasing government in accordance with National Security regulations and as prescribed by its NSA/DSA;

c. The recipient shall not use the CLASSIFIED information for any purpose other than for which it was provided or generated, without the prior written consent of the releasing government. **(NOTE: THE CONTRACTING OFFICE WILL PRESCRIBE IN THIS PARAGRAPH THE CHANNELS THAT MUST BE FOLLOWED TO OBTAIN SUCH CONSENT).**

2. CLASSIFIED information provided or generated pursuant to this contract shall be transferred internationally only through government channels or as specified in writing by the Governments concerned.

3. CLASSIFIED information shall only be disclosed to individuals who have an official need-to-know for the performance of the contract and who have a Personnel Security Clearance at least equal to the classification of the information involved.

4. CLASSIFIED information provided pursuant to this contract shall be marked by the recipient with its government's equivalent security classification.

5. CLASSIFIED information generated pursuant to this contract shall be assigned a security classification in accordance with the security classification specifications provided with this contract, as attached at ANNEX _____. **(NOTE: THE SECURITY CLASSIFICATION SPECIFICATIONS SHALL BE PROVIDED IN SUFFICIENT DETAIL IN THE FORM OF A SECURITY CLASSIFICATION CHECKLIST, SECURITY CLASSIFICATION GUIDE OR PROJECT SECURITY INSTRUCTION, AS APPLICABLE.)**
6. All cases in which it is known or there is reason to suspect, that CLASSIFIED information provided or generated pursuant to this contract has been lost or disclosed to unauthorized persons, shall be reported promptly and fully in accordance with National Regulations.
- 7. NOTE: THIS PARAGRAPH WILL SPECIFY WHETHER CLASSIFIED INFORMATION WHICH IS NO LONGER REQUIRED SHALL BE DESTROYED OR RETURNED TO THE ORIGINATOR. THE DETERMINATION WILL BE MADE BY THE CONTRACTING AUTHORITY.**
8. CLASSIFIED information provided or generated pursuant to this contract shall not be further provided to another potential contractor or subcontractor unless:
- a. Written assurance is obtained from the recipient's NSA/DSA to the effect that the potential contractor or subcontractor has been approved for access to CLASSIFIED information by its NSA/DSA; and
 - b. Written consent is obtained from the contracting authority for the prime contract if the potential subcontractor is located in a third country.
9. All CLASSIFIED information and material provided or generated under this contract will continue to be protected in the event of withdrawal by the recipient party or upon termination of the contract, in accordance with national regulations.
10. The recipient contractor shall insert terms that substantially conform to the language of these clauses, including this clause, in all subcontracts under this contract that involve access to CLASSIFIED information provided or generated under this contract.