



## **Annex E**

Security provisions concerning classified information

## **1. BACKGROUND**

This Annex contains rules and regulations concerning the protection of classified information which the Supplier shall contribute to ensuring are complied with in the performance of this Contract.

“Classified information” means all forms of classified information, equipment, documentation, documents, material, objects, files, audio files, etc., whether in physical form or stored on a medium.

The requirements applicable in Denmark can be found in Defence Command Provision 358-1 (FKOBST 358-1) (available at the website of the Danish Defence Intelligence Service (DDIS)), [www.fe-ddis.dk](http://www.fe-ddis.dk)), and in the Security Circular (Circular no. 10338/2014 on the security protection of information of common interest to NATO or EU member states, other classified information and information of security-related protective interest in general) (available at Retsinformation, [www.retsinformation.dk](http://www.retsinformation.dk)).

The security clearance requirements and the Supplier's obligations are set out in clauses 2-5, but in general terms the following should be noted in particular:

- A. The Supplier shall have a facility security clearance if classified information is to be stored (physically or electronically) at the facility or if the DDIS decides on a case-by-case basis that a facility security clearance for the Supplier is required, for example if the scope of the work to be performed requires the Supplier's own administration of personnel security clearances.

The security clearance requirements and processes for Danish facilities are described on the DDIS's website and the version in force at any time of FKOBST 358-1. Facility security clearance shall at least include security clearance of the CEO and the chairman of the board of directors as well as approval of the facility's physical security measures.

If the facility is not domiciled in Denmark, it is a requirement that the facility is domiciled in a country that has entered into a security agreement<sup>1</sup> with Denmark and that the facility is security cleared by its national security authority responsible for defence security.

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<sup>1</sup> By “security agreement” is understood an agreement regarding mutual protection of classified information.

If the facility acts solely as a provider (e.g. technician or consultant) without storing classified information, only the personnel who are to perform the tasks are subject to security clearance, while the facility itself does not generally need to be security cleared.

- B. Persons who are to have access to classified information or access to classified areas must be security cleared to the corresponding level of classification by either DDIS or a national security authority responsible for defence security in a country that has concluded a security agreement with Denmark.
- C. The Supplier is responsible for applying for and obtaining or renewing the necessary security clearances from its national security authority responsible for defence security in a timely manner.
- D. Points A-C shall also apply to Subcontractors and their personnel.
- E. The Supplier/Subcontractor shall bear the costs of obtaining, managing and renewing security clearance.

## **2. SECURITY CLEARANCE REQUIREMENTS/CLASSIFICATION LEVEL**

As part of the Supplier's performance of this Contract, information classified at *TIL TJENESTEBRUG (TTJ)* ("*NATO RESTRICTED*" / "*EU RESTRICTED*") will be included.

## **3. THE SUPPLIER'S OBLIGATIONS**

The Supplier shall ensure that the Supplier, the Supplier's personnel and, to the relevant extent, Subcontractors and their personnel at all times fulfil the security clearance requirements following from the classification level specified in clause 2.

The Supplier is responsible for obtaining and renewing the required security clearances in a timely manner and for ensuring that the requirements for interior layout, conduct, etc., related to the security clearance are met and complied with at all times.

## **4. CRIMINAL LIABILITY**

Attention is drawn to the fact that failure to comply with the security requirements may be punishable by law.



## **5. BREACH**

Non-compliance with the provisions of this Annex is deemed a material breach of the Contract entitling DALO to terminate the Contract for cause.

The Supplier shall have no claim against DALO or the Supplier's national security authority in connection with such termination.