



## **OCCAR Management Procedure**

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## Record of changes

<b>Date</b>	<b>Issue</b>	<b>Changes</b>
14/02/05	1	Initial issue
13/09/06	2	Editorial changes as requested by FR, GE and UK
01/06/07	3	Separation of forms
01/10/08	4	Separation from the main document
08/03/10	5	Re-organisation of Paragraphs to be in line with the main document; amendment of the provisions regarding requirement of FSC/PSC.
04/07/13	6	Full revision of provisions
13/06/17	7	Update to reflect changes to OMP11 with regard to CIS Security requirements.

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## List of Definitions

Classified Information	<p>Classified Information means any information, Document or Material the unauthorised disclosure of which could cause prejudice to the interests of OCCAR, its Member States or any other State participating in an OCCAR Programme, whether such information originates within OCCAR or is received from its Member States or from States participating in an OCCAR Programme and which has been so designated and marked with a security classification.</p> <p>Classified Information may include information provided by any other state or International Organisation for purposes of the Programme.</p>
Contractor	Any person or legal entity awarded an OCCAR Classified Prime Contract under the provisions of OCCAR Security Regulations, e.g. consultants, private companies.
Contracting Entity	Entity letting a Contract or Sub-Contract.
Controlled Cryptographic Item (CCI)	Approved hardware and software systems and equipment used for secure transmission and processing of Classified Information in communication and information systems requiring distribution control and being subject to specific procedures for handling and transfer.
Designated Security Authority (DSA)	The security authority approved by national authorities to be responsible for the implementation of and compliance with the applicable security regulations and Programme Security Instructions (PSI) within Government establishments and / or industrial facilities.
Document	Any recorded information regardless of its physical form or characteristics, e.g. written or printed matter, (letter, drawings, plan), computer storage media (fixed disc, diskettes, chip, magnetic tape, CD), photographs and video recordings, optical or electronically signal / message and reproductions of them.
Facility Security Clearance (FSC)	Confirmation issued by a NSA/DSA certifying that a facility under its security oversight has, in accordance with national security laws and regulations, the capability to handle and, if appropriate, store Classified Information up to a certain level and has the requisite security cleared personnel for access to such Classified Information.
Material	Any item or substance from which information can be derived. This includes Documents, as defined above, equipment or weapons. Small-sized Material in principal means computer storage media and portable electronically components.
National Security Authority (NSA)	Government authority having overall responsibility for the security of Classified Information.
Need-to-Know	A determination made by an authorised holder of information that a prospective recipient has a requirement for access to, knowledge of, or possession of the information in order to accomplish a designated and approved task involving the Classified Information required to be accessed.

OCCAR	European organisation for joint armament co-operation named "Organisation Conjointe de Coopération en Matière d'Armement" (OCCAR). OCCAR consists of the Board of Supervisors (BoS) and the Executive Administration.
OCCAR CIS	Any Communication or Information System (CIS) that intends to store, forward or process OCCAR Classified Information.
OCCAR Executive Administration (OCCAR-EA)	Standing executive body of OCCAR headed by the OCCAR-EA Director responsible for the day-to-day management in accordance with regulations adopted by the Board of Supervisors (BoS). The EA comprises the Central Office (OCCAR Headquarters) and OCCAR-EA Programme Divisions whether co-located with the Central Office or located in OCCAR Member States.
OCCAR Member States	The OCCAR Member States are those European States, which are parties to the Convention on the establishment of OCCAR.
OCCAR Programme	Armaments Programme, project or any other initiatives, e.g. Technical Demonstrator Projects and related contractual pre-activities, managed by OCCAR-EA.
Originator	The State or International Organisation under whose authority or on whose behalf information has been classified.
(Programme) Participating States	States participating in an OCCAR Programme and member of the relevant Programme Board.
Personnel Security Clearance (PSC)	A determination by an NSA/DSA that an individual is, in accordance with national security laws and regulations considered suitable to access Classified Information up to a certain security classification level.
Programme Security Instruction (PSI)	The Document produced by OCCAR-EA in coordination with and approval of the Programme Participating States' NSAs/DSAs and other competent national authorities where appropriate. The PSI shall describe the compulsory security provisions required for the performance of an OCCAR-managed Programme (or during its integration into OCCAR), including details of classification, marking, handling, processing, safeguarding, releasing and transmission of Programme related Classified Information or Material. The PSI shall include the Security Classification Guide(s) and may also include a transportation plan etc. The provisions of a PSI supplement the OCCAR Security Regulations and/or national security laws and regulations.
Sub-Contractor	Any person or legal entity awarded an OCCAR Classified Sub-Contract under the provisions of OCCAR Security Regulations.

## **1. Applicability**

This Document describes the requirements for the handling by Contractors or Sub-Contractors of Documents and Material containing OCCAR RESTRICTED Information.

It is also applicable to all phases of pre-contract activity, including solicitation (bids, quotations, Invitation to Tender), pre-contract negotiations or post-contract activity or repair and maintenance work requiring access to OCCAR RESTRICTED Information by a Contractor or Sub-Contractor.

## **2. Access by Personnel**

Information classified OCCAR RESTRICTED shall only be made accessible to personnel that require such information applying the "Need-to-Know" principle.

All persons having access to OCCAR RESTRICTED Information shall be made aware of their responsibilities for the protection of such information according to these provisions and the consequences of negligence.

Employees, who do not comply with the provisions of this Document or who otherwise prove to be unsuitable for access due to their actions, behaviour or conduct shall be excluded from work on OCCAR RESTRICTED Information.

A Personnel Security Clearance (PSI) or a Facility Security Clearance (FSC) shall not be required for access to OCCAR RESTRICTED information.

## **3. Release**

Except with the written consent given by the Originator the Contractor shall not release OCCAR RESTRICTED Information to any persons other than employees of the Contractor or to any other Contractor, government or International Organisation not participating or otherwise involved in the OCCAR Programme or activity the information relates to.

Requests for the release of such information shall be submitted via the contracting chain to the OCCAR-EA.

## **4. Security Classification, Marking and Declassification**

The responsibility for classifying information and for any subsequent declassification rests solely with the Originator.

Contractors or Sub-Contractors shall mark any information, which needs to be classified OCCAR RESTRICTED, as specified in applicable PSI or relevant contract security arrangements.

"OCCAR RESTRICTED" Information generated in the execution of the Contract shall be marked as such adding the name of the OCCAR Programme underneath the classification marking.

The entity creating OCCAR RESTRICTED Information shall ensure that all Documents and copies or reproductions thereof containing such information shall be conspicuously stamped, typed, printed or written in bold and capital letters at the top of the front cover or cover letter and at the top of each page in black or blue colour indicating the overall classification of the Document.

Other Material containing Classified Information must be marked in such a manner as to ensure that any recipient or viewer shall know that Classified Information of a specified level is involved. The assigned security classification shall be conspicuously stamped, printed, written, painted or affixed by means of a tag, sticker, decal or similar device on classified Material.

The Contractor shall maintain the security classifications of OCCAR RESTRICTED Information generated by or furnished to the Contractor and not declassify it without prior written consent to be requested from OCCAR-EA via the contracting chain.

In case approval for declassification has been obtained holders of OCCAR RESTRICTED information shall ensure that recipients of the information are informed about the declassification, as appropriate.

## **5. Handling and Storage**

The Contractor shall not use OCCAR RESTRICTED Information for purposes other than those defined by the Contract.

Documents or computer storage media or interim Material not immediately destroyed and containing OCCAR RESTRICTED Information must not be left unattended or handled in a manner that could result in unauthorised access.

Documents or Material containing OCCAR RESTRICTED Information shall be stored in locked desks, cabinets or similar containers or may be secured in locked rooms/offices, provided access to the room is restricted only to persons authorised to have access to the information.

## **6. Reproduction and Destruction**

Reproductions of OCCAR RESTRICTED Information shall be produced under conditions that can prevent unauthorised persons from gaining access. Reproductions of Documents or Material shall be assigned the security classification and markings of the original.

Documents or Material containing OCCAR RESTRICTED Information, including interim Documents or Material such as working drafts, shorthand notes or spoilt copies, shall be destroyed in a manner to ensure that it cannot be easily reconstructed.

To prevent unnecessary accumulation of OCCAR RESTRICTED Information superseded or no longer needed, OCCAR RESTRICTED Information shall be destroyed as soon as practicable or returned to the Originator.

Documents or computer storage media containing OCCAR RESTRICTED Information should be reviewed on regular intervals to determine whether they can be destroyed.

## **7. Movement**

Consignments containing OCCAR RESTRICTED Information shall as minimum be moved either by:

- Ordinary or registered mail;
- Commercial courier services;
- Personal carriage by staff members without formal Courier orders.

When moving OCCAR RESTRICTED consignments the Documents or Material shall, as a minimum, be put in a single envelope, package or similar wrapping.

The envelope or package must not bear a classification marking.

In the case of personal carriage, Documents or Material containing OCCAR RESTRICTED Information shall be kept under permanent personal custody and must not be left unattended in hotel rooms or vehicles, and must not be read or displayed in public.

The movement of Crypto Controlled Items (CCI) classified OCCAR RESTRICTED is subject to specific requirements involving the competent National Distribution Agency (NDA) for crypto Material. Prior to the dispatching of OCCAR RESTRICTED CCI the Contractor shall liaise with the NDA so as to obtain necessary approval and guidance on specific handling procedures.

## **8. Communication and Information Systems**

The protection of OCCAR RESTRICTED Information within Contractor Communication and Information Systems (CIS) relies upon the balanced and proportionate application of measures designed to control and reduce the likelihood of deliberate or accidental compromise, without inhibiting its use. This specifically concerns:

- Loss of Confidentiality – unauthorised disclosure or compromise of information to unauthorised individuals;
- Loss of Integrity – corruption or unauthorised alteration of information;
- Loss of Availability – untimely access to information by authorised staff.

All CIS intending to store, forward, or process OCCAR Classified Information shall obtain prior approval to operate. This shall be achieved by successfully undertaking an accreditation process overseen by a competent Security Accreditation Authority (SAA). CIS shall demonstrate compliance with these regulations; specifically the minimum technical requirements as outlined in Annex OMP 11-F (for RESTRICTED).

Where national laws and regulations of OCCAR Member States and Programme Participating States allow, the SAA activities of CIS handling OCCAR RESTRICTED information may be delegated to Contractors<sup>1</sup>. Nevertheless, where this delegation is exercised, the Contracting Authority and relevant National Security Authority (NSA)/ Designated Security Authority (DSA) shall have the right to inspect the security measures taken by the Contractors. In addition, the Contractor shall provide the Contracting Authority and, where appropriate, its NSA/DSA with a statement of compliance certifying that the CIS handling OCCAR RESTRICTED information has been accredited in compliance with these regulations. The NSA/DSA is the acknowledged authority having responsibility for certifying in accordance with national laws and regulations at international level that the CIS handling OCCAR RESTRICTED information has been accredited.

## **9. Sub-Contracts Involving OCCAR RESTRICTED Information**

The letting of Sub-Contracts shall be subject to the restrictions on release for OCCAR RESTRICTED Information as detailed in para. 3.

Sub-Contracts involving only access to OCCAR RESTRICTED Information shall contain a clause, which makes this Document binding upon the Sub-Contractor. In addition, PSIs or

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<sup>1</sup> This is exercised by Belgium, France, Germany, Spain, and UK

other relevant Contract security clauses may outline additional security responsibilities of the Contractor and identify any information, which need to be classified OCCAR RESTRICTED, and shall oblige the Sub-Contractor to respect any instructions given by the Sub-Contractor's responsible NSA/DSA.

Accordingly, in invitations to tender for sub-contracts the tenderer shall be required to sign an arrangement, which makes the provisions of this Document binding upon the tenderer.

In case of tenders, all invitations to tender in respect of OCCAR RESTRICTED Contracts shall contain a clause requiring a prospective Sub-Contractor, who does not submit a bid or who has been notified that his bid was not successful to return all OCCAR RESTRICTED Documents or Material, which was provided to it or generated during the tendering phase to the Contracting Entity.

Prior to considering the letting of a Sub-Contract to a Sub-Contractor located in a Non-Programme Participating State and which requires the release of OCCAR RESTRICTED Information to that Sub-Contractor the Contracting Entity shall seek written approval from OCCAR-EA via the contracting chain. Contracts placed with Contractors in a non-Programme Participating and Non-OCCAR Member State shall include a security clause requiring the Contractor to protect OCCAR RESTRICTED Information in accordance with the Security Agreement or Arrangement in place between OCCAR and the Contractor's Government or the relevant Security Agreement / Arrangement and Security Assurance in place between the Contractor's Government and an OCCAR Member State, which is a Programme Participating State.

All OCCAR RESTRICTED Information generated or received shall be returned to the Contracting Entity upon completion or termination of the Contract, unless the information has been destroyed or authorised for retention.

OCCAR RESTRICTED Information approved for retention must be protected in accordance with the provisions of this Document and must not be used for other purposes without the prior written consent of OCCAR-EA.

Contracting Entities of Contracts involving OCCAR RESTRICTED Information only shall be responsible for ensuring compliance of their Sub-Contractors with applicable security provisions for the protection of OCCAR RESTRICTED Information and, if necessary conduct verification visits on Sub-Contractor facilities located in OCCAR Member States or Programme Participating States in coordination with the responsible NSA/DSA.

## **10. Loss or Unauthorised Disclosure**

Holders of OCCAR RESTRICTED Information shall investigate all cases in which it is known or there is reason to suspect that such Information has been lost or disclosed to unauthorised persons.

The Contractor shall promptly and fully report any such occurrences to its NSA/DSA and to OCCAR-EA.

Action may be taken by OCCAR-EA in co-ordination with the Contractor's responsible security authorities, as deemed necessary.

## **11. Visits**

Visits requiring access to OCCAR RESTRICTED Information only shall be arranged directly between the sending and receiving establishments or facilities without formal requirements.