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## **SECURITY INSTRUCTIONS**

1. During the performance of this Framework Agreement, the Seller is required to comply with the currently valid and effective security regulations related to the handling and protection of classified information as approved by the national security authority of the state in which the activity in which classified information will be handled will be performed; including international agreements on mutual protection of classified information.
2. The Seller as a recipient of classified information is obliged to comply with the provisions of the Agreement between the Government of the Czech Republic and the Government of the Federal Republic of Germany on the Mutual Protection of Classified Information.
3. All classified information and material shall be protected in accordance with the requirements established by the national security authority of the state in which the activities in question will be performed.
4. In particular, the Seller shall:
  - a. appoint an officer to be responsible for overseeing security measures in connection with subject of this Framework Agreement;
  - b. submit in due time to competent national security authority personal particulars of the persons, who will be involved in the relevant activities with a view to obtain the necessary certificates for access to classified information at the required level, if required by national regulations;
  - c. keep records of its staff involved in activities and to whom classified information has been made available. This record must contain the period of validity of the natural person's certificate and an indication of the highest classification of the classified information that the staff member is authorized to access;
  - d. maintain, preferably through the official responsible for security measures, that all classified information forming part of this Framework Agreement or involved in activities pursuant to this Framework Agreement is properly safeguarded;
  - e. limit copying of any classified materials (including documents) entrusted to the Seller by a prior consent of the Buyer, as the originator of the classified documents;
  - f. provide the relevant national security authority at its request with any information on persons who required to have access to classified information;
  - g. deny unauthorized access to classified information;
  - h. limit the dissemination of the classified information to the smallest possible number of persons as is consistent with the proper performance of this Framework Agreement;
  - i. comply with any request from the relevant national security authority and to ensure that persons to be entrusted with the classified information sign a statement undertaking to safeguard 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 Buyer's state relating to the protection of classified information;



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- j. report to the security officer and competent national security authority of any breach or suspected breach of security, suspected sabotage or subversive activities, any breach raising doubts about the employee's credibility, or any changes affecting security measures and any other information that may be required by such national security authority;
- k. obtain the Buyer's prior approval before beginning negotiations with a potential subcontractor with a view to concluding any contract which may allow to subcontractor an access to classified information originating from the Buyer, and to place the subcontractor under appropriate security obligations which shall be in no case less stringent than those provided for this Framework Agreement;
- l. comply with any procedure established by national legislation with respect to the dissemination of the classified information.

5. Any person who will handle classified information during the implementation of the subject of the Framework Agreement (must possess the appropriate security clearance. The level of this clearance must be at least equal to the security category of the document or provided classified information.
6. Unless specifically authorized to do so, the Seller may not pass on the classified information to any third party.
7. No change in the level of classification or de-classification of documentation (classified information) or material may be carried out without the prior written consent of the Buyer.
8. The transport / return of classified documents to the Buyer must be carried out in accordance with the requirements set by the relevant national security authority.