

SECURITY ASPECT LETTER REF. No.			
SECURITY ASPECT LETTER (SAL)			
NAME OF CONTRACTING ENTITY	CONTRACT REFERENCE NUMBER	CLEARANCE	
-----	-----	Security Clearance required ¹ (-----Indicate level-----)	
CONTRACTING ENTITY'S VAT Nº	PROGRAMME/CONTRACT NAME	Facility Security Clearance required ¹ (-----Indicate level-----)	
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1. THIS SAL IS FOR:			
<input type="checkbox"/>	Prime Contract	<input type="checkbox"/>	Subcontract
<input type="checkbox"/>	Pre-contractual phase	<input type="checkbox"/>	Post-contractual phase
2. LEVEL OF CLASSIFICATION OF THE CONTRACT			
(-----Indicate level-----)			
3. BRIEF DESCRIPTION OF THE WORK TO BE DONE UNDER THE CONTRACT			

4. CONTRACTING ENTITY (refers to either the commercial or Government contracting entity)			
a. Name, Address, and Zip Code (name) (address) (zip code, city and country))		b. ONS or competent DSA (name) (address) (zip code, city and country)	
5. CONTRACTOR OR SUBCONTRACTOR (refers to the commercial entity contracted or pre-contracted)			
a. Name, Address, and Zip Code (name) (address) (zip code, city and country)		b. Corresponding NSA / DSA (name) (address) (zip code, city and country)	
6. AREAS OF LIMITED ACCESS (list of facilities in which a classified part of the contract is developed or accessed)			
a. LOCATION (address) (zip code, city and country) (Facility Security Clearance)		b. LOCATION (address) (zip code, city and country) (Facility Security Clearance)	
c. LOCATION (address) (zip code, city and country) (Facility Security Clearance)		d. LOCATION (address) (zip code, city and country) (Facility Security Clearance)	

¹ According to the **Table of equivalent security classifications**

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7. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO
Spanish Classified Information		<input type="checkbox"/>	<input type="checkbox"/>
Spanish Classified Information handled outside of Spain		<input type="checkbox"/>	<input type="checkbox"/>
Foreign Government Information (COUNTRY/IES OF ORIGIN)		<input type="checkbox"/>	<input type="checkbox"/>
ESA Classified Information		<input type="checkbox"/>	<input type="checkbox"/>
EU Classified Information		<input type="checkbox"/>	<input type="checkbox"/>
NATO Classified Information		<input type="checkbox"/>	<input type="checkbox"/>
Information from foreign International Organisations (name of originating International Organization)		<input type="checkbox"/>	<input type="checkbox"/>
SECRETO / TOP SECRET Classified Information		<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify) -----		<input type="checkbox"/>	<input type="checkbox"/>
8. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
Access Classified Information in CIS systems (appropriate authorization/accreditation required)		<input type="checkbox"/>	<input type="checkbox"/>
Access Classified Information only in a Contractor or Government Facility of a third party		<input type="checkbox"/>	<input type="checkbox"/>
Require a CRYPTO account		<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify) -----		<input type="checkbox"/>	<input type="checkbox"/>
9. PUBLIC RELEASE			
<p>The unilateral release by the Contractor of any Classified Programme/Contract Information to other than Programme/Contract Participants and their Contractors is prohibited without specific written authorization of the Originator.</p> <p>Proposed releases shall be submitted for approval prior to release through: (Contracting Entity).</p>			
10. SECURITY CLASSIFICATION GUIDE			
<p>The Security Classification Guide specific to this contract is attached to this document as Annex (2). This Security Classification Guide is open to ongoing modifications that must be communicated by the Contracting Entity.</p> <p>If circumstances arise which indicate a need for change in this Guide, the Contractor is authorized to propose the recommended changes which he considers convenient and to submit any questions for interpretation of this Guide to the Security Officer identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.</p> <p>This Security Classification Guide shall comply with the Programme Security Classification Guide (Name of Programme) and its subsequent versions.</p>			
11. ADDITIONAL SECURITY REQUIREMENTS		YES	NO
<p>If additional Industrial Security requirements to those laid down in Annex 1 of this SAL are established for this contract, an Annex with the contractual clauses shall be attached or a statement shall be provided which identifies the additional requirements.</p> <p>(If those additional requirements exist, a copy shall be provided to the Corresponding NSA / DSA indicated in 4b and 5b).</p>		<input type="checkbox"/>	<input type="checkbox"/>
12. CERTIFICATION AND SIGNATURE. Exact compliance with the Security Requirements (Annex 1) and the applicable security laws and regulations guarantee the adequate safeguarding of Classified Information to be handled or generated under this contract. All relevant questions shall be referred to the Security Officer named below.			
a. Name of Security Officer -----	b. Position -----	c. Telephone/Fax (include area code) ----- - -----	d. e-mail -----
d. Address (name) (address) (zip code, city and country)		e. Signature and Stamp	

TABLE OF EQUIVALENT SECURITY CLASSIFICATIONS

State or International Organization	TOP SECRET	SECRET	CONFIDENTIAL	RESTRICTED
SPAIN	SECRETO	RESERVADO	CONFIDENCIAL	DIFUSIÓN LIMITADA
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LIST OF SECURITY LAWS AND REGULATIONS APPLICABLE TO THE CONTRACT

- a. Laws and regulations of the Spanish NSA
- b. Security laws and regulations of the Spanish Ministry of Defence
- c. NATO Security Regulations
- d. EU Security Regulations (Council)
- e. EU Security Regulations (Commission)
- f. ESA Security Regulations
- g. OCCAR Security Regulations
- h. Security Regulations of other International Organisations (Name of Organisation)
- i. Security Regulations of the European Defence Industry Restructuring Framework Agreement (LOI)
- j. Bilateral Security Agreement for the protection of Classified Information between the Kingdom of Spain and (country)
- k. Others: -----

REQUIRED DISTRIBUTION OF THIS SAL

- a. Contracting Entity (see section 4a)
- b. Contractor or Subcontractor (see section 5a)
- c. ONS or competent Spanish DSA (see 4b) -----
- d. Other NSA/DSA or competent Security Authority (see 5b) -----
- e. Programme Office (Programme name)
 - (name of PoC)
 - (address)
 - (zip code, city and country)
- f. Others (if applicable) -----

(Guidelines²) Security Requirements for Classified Information

1. All Classified Information furnished or generated pursuant to this contract shall be protected according to the applicable security rules and regulations.
2. Classified Information from third countries or international organizations shall be protected according to the applicable bilateral or multilateral agreements regarding the protection of Classified Information.
3. Classified Information shall not be released to a third country, international organization, person or firm without the prior written consent of the originator³.
4. Classified Information handled or generated pursuant to this contract shall not be used for other than the purpose for which it was furnished or generated unless prior written consent of the originator is obtained through the Contracting Entity.
5. Classified Information handled or generated pursuant to this Contract shall be transmitted through official channels or through any other channel which has been agreed in writing by the National Security Authorities or other competent Security Authorities.
6. Access to Classified Information shall be limited to those individuals who:
 - a. have a Personal Security Clearance at the appropriate level
 - b. have a "need-to-know"
 - c. have the appropriate access authorization
7. Handling or generation of Classified Information must always be carried out in facilities duly authorized by the ONS or the competent Security Authority.
8. Handling or generation of Classified Information in Communication and Information Systems of the contractors is subject to the proper authorization of these systems by the National Security Authority or competent Security Authority.
9. Classified Information furnished by a third party shall be re-marked by the recipient with the equivalent national security classification if required by the applicable laws and regulations to facilitate recognition of the level of protection to be applied.
10. The Information generated pursuant to this Contract shall be classified and marked according to the specifications contained in the Security Classification Guide of the Contract/Programme.
11. In all cases in which it is known or in which there are reasons to suspect that Classified Information handled or generated pursuant to this Contract has been or could be compromised, the Contractor shall immediately provide a complete report of the incident to their National Security Authority or competent Security Authority.
12. Classified Information furnished or generated pursuant to this contract shall not be provided to another potential contractor or subcontractor except in the following circumstances:

² This **Annex 1** contains general requirements for the safeguarding of Classified Information which must form part of the classified contract.

The requirements must conform to the specifications contained in the Contract and with the applicable security laws and regulations. Generic references established in these requirements must not make the text more difficult to understand.

³ **Originator**.- The state or international organization under whose authority information has been produced.

- a. If the potential contractor or subcontractor is located in either of the countries of the contracting parties, (section 4 and 5 of the SAL), it must be in possession of a Facility Security Clearance at the appropriate level issued by their National Security Authority or competent Security Authority.
 - b. If the potential contractor is not located in either of the countries of the contracting parties:
 - i. The release must be approved in writing by the Originator and there must be a Security Agreement in place with the third country which guarantees that it will afford adequate protection to the Classified Information received,
 - ii. The potential contractor or subcontractor must be in possession of a Facility Security Clearance at the appropriate level issued by their National Security Authority or competent Security Authority.
13. Upon completion of the Contract, all Classified Information furnished or generated pursuant to the Contract will be returned to the Contracting Entity or be destroyed appropriately (according to the applicable laws and regulations and with the prior written consent of the Originator).
14. The Contractor's obligations under these Security Clauses shall continue to apply after the completion or termination of this Contract.
15. In all subcontracts which involve access to Classified Information furnished or generated pursuant to this contract, the Contractor shall insert:
- a. the relevant part of the Security Classification Guide.
 - b. the Security Requirements for Classified Information contained in this Annex.

Security Classification Guide ----- dated dd / mm / yyyy

	Information	Classification	Remarks
1.	Section 1		
1.1			
1.2			
1.3			
1.4			
2.	Section 2		
2.1			
2.2			
2.3			
2.4			
3.	Section 3		
3.1			
3.2			
3.3			
3.4			