

Security Measures

DEFCON 659A

Edition 02/17

Definition

1. In this Condition:-

- a. 'Secret Matter' means any matter connected with the Contract, or its performance which is designated by the Authority in the security aspects letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
- b. 'Employee' shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given.
- c. 'Security Policy Framework' means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.

The Official Secrets Acts

2. The Contractor shall:

- a. take all reasonable steps to ensure that all Employees engaged on any work in connection with the Contract have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Contract; and
- b. if directed by the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Contract and after its completion or termination, he is bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

Security Measures

3. Unless he has the written authorisation of the Authority to do otherwise, neither the Contractor nor any of his Employees shall, either before or after the completion or termination of the Contract, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

- a. who is not a British citizen;
- b. who does not hold the appropriate authority for access to the protected matter;
- c. in respect of whom the Authority has notified the Contractor in writing that the Secret Matter shall not be disclosed to or acquired by that person;
- d. who is not an Employee of the Contractor;
- e. who is an Employee of the Contractor and has no need to know the information for the proper performance of the Contract.

4. Unless he has the written authorisation of the Authority to do otherwise, the Contractor and his Employees shall, both before and after the completion or termination of the Contract, take all reasonable steps to ensure that:

- a. no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Contract;
- b. any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request, is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Contractor has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

5. The Contractor shall:

- a. provide to the Authority:
 - (1) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Sub-clause 4.b.;
 - (2) upon request, such information as the Authority may from time to time require so as to be satisfied that the Contractor and his Employees are complying with his obligations under this Condition, including the measures taken or proposed by the Contractor so as to comply with his obligations and to prevent any breach of them;
 - (3) full particulars of any failure by the Contractor and his Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;
- b. ensure that, for the purpose of checking the Contractor's compliance with the obligation in Sub-clause 4.b., a representative of the Authority shall be entitled, at any time, to enter and inspect any premises used by the Contractor, which are in any way connected with the Contract, and inspect any document or thing in any such premises which is being used, or made for the purposes of the Contract. Such representative shall be entitled to all such information as he may reasonably require.

6. If at any time either before or after the completion or termination of the Contract, the Contractor or any of his Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Contractor shall forthwith inform the Authority of the matter with full particulars thereof.

Subcontracts

7. If the Contractor proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Contractor shall:

- a. submit for approval of the Authority the name of the proposed subcontractor, a statement of the work to be carried out and any other details known to the Contractor which the Authority shall reasonably require;
- b. incorporate into the sub-contract the terms of the Appendix to this condition and such secrecy and security obligations as the Authority shall direct. In the appendix "Agreement" shall mean the "Sub-Contract", "First Party" shall mean the "Contractor" and "Second Party" shall mean the "Sub-Contractor";
- c. inform the Authority immediately he becomes aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the sub-contract.

Termination

8. The Authority shall be entitled to terminate the Contract immediately if:

- a. the Contractor is in breach of any obligation under this Condition; or
- b. the Contractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

the Authority consider the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and claim such damages as may have been sustained as a result of the Contractor's breach of this Condition.

APPENDIX TO DEFCON 659A

Security Measures

Provisions to Be Included In Relevant Sub-Contracts

Definition

1. In this Condition:-

- a. 'Secret Matter' means any matter connected with the Agreement, or its performance which the First Party informs the Second Party in writing has been designated by the Authority as "TOP SECRET" or "SECRET" and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
- b. 'Employee' shall include any person who is an employee or director of the Second Party or who occupies the position of a director of the Second Party, by whatever title given.
- c. The 'Authority' means the Secretary of State for Defence.
- d. 'Security Policy Framework' means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.

The Official Secrets Acts

2. The Second Party shall:

- a. Take all reasonable steps to ensure that all Employees engaged on any work in connection with the Agreement have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Agreement; and
- b. If directed by the First Party or the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Agreement and after its completion or termination, he is bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

Security Measures

3. Unless he has the written authorisation of the Authority to do otherwise, neither the Second Party nor any of his Employees shall, either before or after the completion or termination of the Agreement, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

- a. who is not a British citizen;
- b. who does not hold the appropriate authority for access to the protected matter;

- c. in respect of whom the Authority has notified the Second Party in writing that the Secret Matter shall not be disclosed to or acquired by that person;
 - d. who is not an Employee of the Second Party;
 - e. who is an Employee of the Second Party and has no need to know the information for the proper performance of the Agreement.
4. Unless he has the written permission of the Authority to do otherwise, the Second Party and his Employees shall, both before and after the completion or termination of the Agreement, take all reasonable steps to ensure that:
- a. no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Agreement;
 - b. any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Second Party has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

5. The Second Party shall:
- a. provide to the Authority:
 - (1) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Sub-clause 4.b.;
 - (2) upon request, such information as the Authority may from time to time require so as to be satisfied that the Second Party and his Employees are complying with his obligations under this Condition, including the measures taken or proposed by the Second Party so as to comply with his obligations and to prevent any breach of them;
 - (3) full particulars of any failure by the Second Party and his Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;
 - b. ensure that, for the purpose of checking the Second Party's compliance with the obligation in Sub-clause 4.b), a representative of the First Party or the Authority shall be entitled at any time to enter and inspect any premises used by the Second Party which are in any way connected with the Agreement and inspect any document or thing in any such premises, which is being used or made for the purposes of the Agreement. Such representative shall be entitled to all such information as he may reasonably require.

6. If at any time either before or after the completion or termination of the Agreement, the Second Party or any of his Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Second Party shall forthwith inform the Authority of the matter with full particulars thereof.

Sub-Contracts

7. If the Second Party proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Second Party shall:

- a. submit for approval of the Authority the name of the proposed sub-contractor, a statement of the work to be carried out and any other details known to the Second Party which the Authority shall reasonably require;
- b. incorporate into the sub-contract the terms of this Condition and such secrecy and security obligations as the Authority shall direct.
- c. inform the Authority immediately he becomes aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the Agreement.

Termination

8. The First Party shall be entitled to terminate the Agreement immediately if:

- a. the Second Party is in breach of any obligation under this Condition;
or
- b. the Second Party is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

where the Authority consider the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and notifies its contractor accordingly.