

INSTRUCTIONS FOR BIDDERS

BOOK I, ANNEX A – ADMINISTRATIVE CERTIFICATES

STEP 1. If you see the blue fillable fields as in *Figure 1*, skip to Step 3. If not, follow the instructions in Step 2.

STEP 2. Adjust your Adobe settings as follows (also see *Figure 2*):

- Go to the “Edit” menu and select “Preferences”
- In the “Forms” tab, check the box “show border hover color for fields”.
- Click “OK” to save your settings.

**ANNEX A.4.
CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorized representative of [redacted] (Company Name), hereafter referred to as the “Bidder” submitting this Bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of twelve (12) months from the Bid Closing Date of this IFB.

[redacted]
SIGNATURE DATE

[redacted]
SIGNATURE OF AUTHORIZED REPRESENTATIVE

[redacted]
PRINTED NAME

[redacted]
TITLE

Figure 4

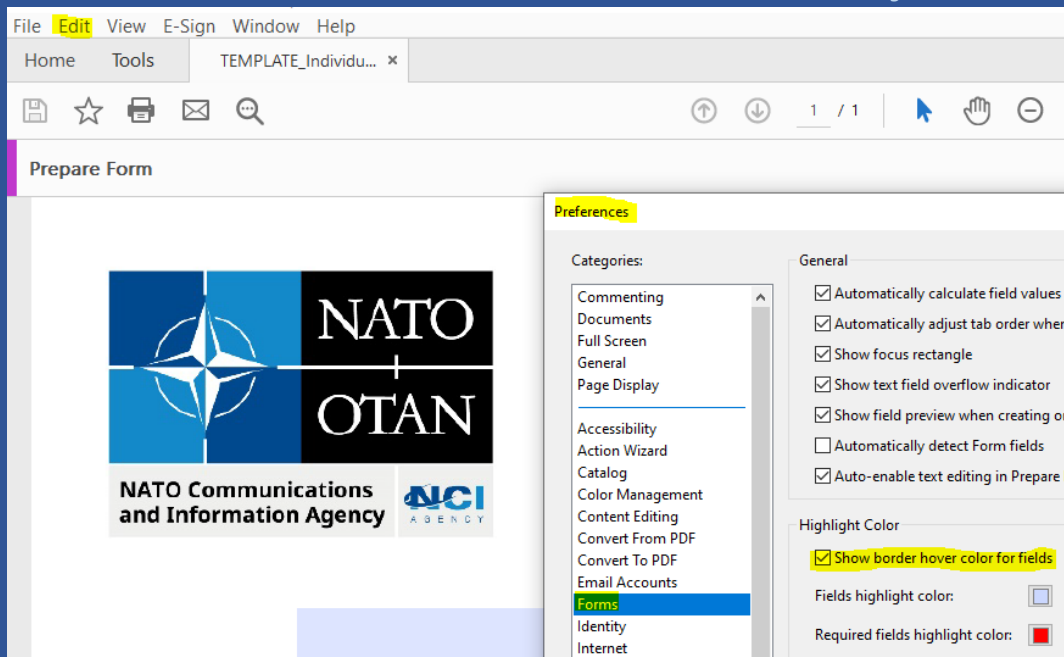


Figure 5

STEP 3. Complete the certificates by filling out the fields.

STEP 4. Click on the signature box to electronically sign each certificate.

Important: once you sign a certificate, the fillable fields on that page will be locked and you will no longer be able to correct the information.

STEP 5. In case there is not enough space in the fillable fields to complete the requested information, please refer to the last page “Continous Information” to continue.

STEP 6. Before signing any of the certificates, please review your input for correctness and ensure you have not missed any fields or checkboxes.

REMINDER: In accordance with Section 3.4 of Book I, no information disclosing or contributing to disclose the Bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

For further assistance, please contact the Purchaser’s Point of Contact indicated in Section 2.6.1 of Book I.



ANNEX
CERTIFICATE OF LEGAL NAME OF BIDDER

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB-DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

EMAIL ADDRESS: _____

POINT OF CONTACT (POC) FOR THIS BID:

MAIN POC:

ALTERNATIVE POC:

NAME: _____

NAME: _____

POSITION: _____

POSITION: _____

TELEPHONE: _____

TELEPHONE: _____

EMAIL: _____

EMAIL: _____

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

- I, the undersigned, as an authorized representative of the Bidder, confirm there were **no amendments** to RFQ No.
- I, the undersigned, confirm to have received the following amendment(s) to RFQ No. and the Bid, as submitted, reflects the content of such amendment(s)*:

AMENDMENT NUMBER	DATE OF ISSUE BY THE PURCHASER	DATE OF RECEIPT BY THE Bidder

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder signing this Bid shall, in connection with this RFQ, certifies that:
 - a) It has read and understands all documentation issued as part of this RFQ.
 - b) The Bid submitted in response to the referred RFQ is fully compliant with the provisions of the RFQ and the Prospective Contract.
 - c) This Bid was prepared independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or competitor;
 - d) The contents of this Bid was not knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor*, and;
 - e) No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certifies that:
 - They are the person within the Bidder's organisation responsible for the contents of this Bid and confirms that they have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, or;
 - They are not the person within the Bidder's organisation responsible for the contents of this Bid but that they have been authorized in writing to act as agent for the person(s) responsible for the contents and certifies that:
 - (i) such person(s) has/have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, and;
 - (ii) they themselves have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above.

** Note: if the Offeror deletes or modifies subparagraph (1d) of this ANNEX A.3, the Offeror must furnish a signed statement with its Quotation setting forth in detail the circumstances of such disclosure.*

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorized representative of _____
_____(Company Name),
hereafter referred to as the “Bidder” submitting this Bid, do hereby certify that the pricing
and all other aspects of our Bid will remain valid for a period of _____ months
from the Bid Closing Date of this RFQ.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
CERTIFICATE OF PRICE CEILING

I, the undersigned, as an authorized representative of the Bidder, hereby certify that the total price offered in Volume 3 (Price) of this Bid does not exceed the price ceiling provided in paragraphs 3.6.3.9 - 3.6.3.11 of the Bidding Instructions.

Note: All prices, or supporting pricing information, shall be included in Volume 3 (Price) only. There shall be no pricing information disclosed in either the Administration or Technical Volumes.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I, the undersigned, as an authorized representative of the Bidder, for the purposes of this RFQ, hereby acknowledge that the NCI Agency ("the Purchaser") is excluded from all taxes, duties and customs charges from which the Purchaser is exempt by the terms of Article IX and X of the Ottawa Agreement.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
CERTIFICATE OF ORIGIN OF EQUIPMENT, SERVICES AND INTELLECTUAL PROPERTY

I, the undersigned, as an authorized representative of the Bidder, hereby certify that, if awarded the Contract pursuant to this RFQ, the Contract will be performed subject to the following conditions:

- a. None of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- b. No material or items of equipment, down to and including identifiable sub-assemblies, shall be manufactured or assembled by a firm other than from and within a participating NATO member country. A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity; and
- c. The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or governments other than within the NATO member countries.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
COMPREHENSION AND ACCEPTANCE OF CONTRACT GENERAL
AND SPECIAL PROVISIONS

I, the undersigned, as an authorized representative of the Bidder, hereby certify that I have reviewed the Contract Special Provisions and Contract General Provisions set forth in the Prospective Contract, in Book II of this RFQ. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the articles and clauses of the prospective contract. The Bidder additionally certifies that the Bid submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and it will accept and abide by the stated Special Contract Provisions if awarded the prospective contract as a result of this RFQ.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



**ANNEX
DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT**

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g. draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency personnel as per the excerpt of the NCI Agency Code of Conduct, attached hereto as ANNEX .

The Bidder hereby certifies that its personnel working as part of the company’s team, at any tier, preparing the Bid:

- have **not** held employment with the NCI Agency within the last two (2) years.
- have held employment with the NCI Agency within the last two (2) years, but attests in a **signed statement**, which will be attached hereto, that they were not previously involved in the project under competition (as defined in the excerpt of the NCI Agency Code of Conduct).

The Bidder hereby also certifies that, to best of its knowledge:

it **neither employs nor receives services from** former NCI Agency personnel at grades G22 (formerly A5) and above or ranks OF-5 and above, who departed the NCI Agency within the last twelve (12) months. This prohibition covers negotiations, representational communications and/or advisory activities.

If applicable, complete the details of former NCI Agency personnel below:

EMPLOYEE NAME	FORMER NCI Agency POSITION	CURRENT COMPANY POSITION

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX
EXCERPT OF NCI AGENCY AD. 05.00, CODE OF CONDUCT DATED MAY 2017

Article 14 PROCUREMENT AND CONTRACTORS

- 14.1** NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2** NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3** NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4** Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5** Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6** NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7** NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.



- 14.8** Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotations / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

Article 15 INDUSTRY INITIATIVES

- 15.1** Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre- contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2** Industry initiatives which go beyond routine interaction in connection with on- going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3** Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

Article 17 POST EMPLOYMENT MEASURES

- 17.1** The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2** Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when they were under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information



that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 17.3** In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 17.4** NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 17.5** The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6** NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7** The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

For information purposes only. No signature required.



ANNEX
DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF
SUPPLEMENTAL AGREEMENTS

I, the undersigned, as an authorized representative of the Bidder, certify that *(check the applicable statement below)*:

- I **do not** have any supplemental agreements to disclose for the performance of this prospective contract *(making points 1 to 3 below obsolete)*.
- I **do** have supplemental agreements to disclose for the performance of this contract *(complete points 2 and 3 below in a separate attachment to this certificate)*.

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the prospective contract but required by my government, and the governments of my sub-contractors, to be executed by the NCI Agency as a condition of my firm’s performance of the Contract, have been identified as part of the Bid.
2. Examples of the terms and conditions of such agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the prospective contract, see *(complete, if any)*: _____
These anticipated restrictions, and potential conflicts, are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
3. The processing time for these agreements is calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see *(complete, if any)*: _____.
4. We recognise that additional supplemental agreements, documents and permissions presented as a condition of contract performance or Memorandum of Understanding signature after our firm would be selected as the successful Bidder, may be cause for the NCI Agency to determine the submitted offer to be non-compliant with the requirements of this RFQ.
5. We accept that, should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the prospective contract in accordance with its schedule, terms or specifications, the prospective contract may be terminated by the Purchaser at no cost to either Party (i.e. Purchaser and Bidder).

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

I, the undersigned, as an authorized representative of the Bidder, hereby certify that (*check the applicable statement below*):

- the Bidder is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified for at least 6 months after the Bid Closing Date of this RFQ. **A copy of the quality certification is attached herewith.**
- the Bidder is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified but the expiry date will occur within the next 6 months after the Bid Closing Date of this RFQ. **A copy of the quality certification is attached herewith, as well as the Company's written intention to extend such certificate.**
- the Bidder is currently **not compliant** with the AQAP 2110 or ISO 9001:2015 Quality Assurance.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

**ANNEX A.12.
LIST OF PROPOSED KEY PERSONNEL**

Position	Full Name	NATO SECRET Clearance	
		Yes/No	If no, expected date of obtaining Clearance
Design			
Project Manager			
Technical Lead			
Work Package Architect			
Chief Engineer IaaS			
Chief Engineer CPS			
Chief Engineer SMC			
Chief Engineer Cyber Security			
Chief Engineer ECS			
Engineer Security			
Engineer Identify and Access Management			
DevOps Engineer- Automation Architect			
DevOps Engineer- IaaS			
DevOps Engineer- Networking			
Test Engineer Quality Manager			
Risk Manager			
Test Director			
IMPLEMENTATION (AGILE SPRINTS)			
Project Manager			
Technical Lead			
Work Package Architect			
Chief Engineer IaaS			
Chief Engineer CPS			
Chief Engineer SMC			
Chief Engineer Cyber Security			
Chief Engineer ECS			
Engineer Security			
Engineer Identify and Access Management			



DevOps Engineer- Automation Architect			
DevOps Engineer- IaaS			
DevOps Engineer- Networking			
Test Engineer			
Quality Manager			
Risk Manager			
Scrum Master			
Release and Integration Lead			
Test Director			

Personal Data Protection

Although NATO, as an international organization, is not subject to GDPR and national data protection law, it is committed to protecting the personal data that it processes. All processing of personal data will be done in accordance with applicable NATO policies and regulations.

 SIGNATURE
 DATE

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 PRINTED NAME

 TITLE



ANNEX
LIST OF PROSPECTIVE SUBCONTRACTORS/CONSORTIUM MEMBERS

I, the undersigned, as an authorized representative of the Bidder, certify that (*check the applicable statement below*):

- there are no** subcontractors/consortium members involved to perform under the prospective contract.
- the **following** subcontractors/consortium members will be involved to perform under the prospective contract:

NAME AND ADDRESS OF SUBCONTRACTOR, INCL. COUNTRY OF ORIGIN/REGISTRATION	PRIMARY LOCATION OF WORK	ITEMS/SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT (IN CURRENCY)

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX
BIDDER BACKGROUND IPR

The Bidder Background Intellectual Property Rights (“IPR”), specified in the table below, will be used for the purpose of carrying out work pursuant to the prospective contract.

ITEM	DESCRIPTION	INDICATE IF COTS ¹

The Bidder has and will continue to have, for the duration of the prospective contract, all necessary rights in and to the Background IPR specified above.

The Background IPR stated above complies with the terms specified in _____ of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Article 30 of the Contract General Provisions.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

¹ Indicate whether the IPR is applicable to a COTS product, as defined in the Contract General Provisions.



ANNEX
SUBCONTRACTOR AND THIRD PARTY IPR

The subcontractor and third party Intellectual Property Rights (“IPR”), specified in the table below, will be used for the purpose of carrying out work pursuant to the prospective contract.

ITEM	DESCRIPTION / IP OWNERSHIP	INDICATE IF COTS ²

The Bidder has and will continue to have, for the duration of the prospective contract, all necessary rights in and to the IPR specified above necessary to perform the Bidder’s obligations under the prospective contract.

The subcontractor and third party IPR stated above complies with the terms specified in Article 30 of Part III – Contract General Provisions.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

² Indicate whether the IPR is applicable to a COTS product, as defined in the Contract General Provisions.

ANNEX PAST PERFORMANCE REFERENCES

For each of the references listed below, Bidders are required to explain what aspects of the referenced contracts relate to the proposed effort. Please review the sub-factors in Book I Technical Volume Section 3.

Reference Number 1: Contract			
POC Name:		Phone Number:	
Title:			
Company name/Agency, Address:			
E-Mail Address:			
Contract Title:			
Contract No./Type			
Contract POP:		Contract Value:	

**POP is Period of Performance.*

Reference Number 2: Contract			
POC Name:		Phone Number:	
Title:			
Company name/Agency, Address:			
E-Mail Address:			
Contract Title:			
Contract No./Type			
Contract POP:		Contract Value:	

Reference Number 3: Contract			
POC Name:		Phone Number:	
Title:			
Company name/Agency, Address:			
E-Mail Address:			
Contract Title:			
Contract No./Type			
Contract POP:		Contract Value:	



N A T O U N C L A S S I F I E D

Book I – Bidding Instructions
Annex A – Administrative Certificates

Bidders are required to provide a brief description of the work performed under the referenced effort **Number 1**:

N A T O U N C L A S S I F I E D



N A T O U N C L A S S I F I E D

Book I – Bidding Instructions
Annex A – Administrative Certificates

I hereby declare that I have provided at least one (1) and maximum three (3) contract references as part of Annex A.16.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

N A T O U N C L A S S I F I E D



ANNEX
VENDOR SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT

I, the undersigned, as an authorized representative of the Bidder, hereby affirm that the security of the supply chain for the following product(s) (*list the product(s) below*):

has/have been assessed against the requirements laid down in directive AC/322-D(2017)0016 (INV), named “NATO SUPPLY CHAIN SECURITY REQUIREMENTS FOR COMMERCIAL OFF THE SHELF COMMUNICATION AND INFORMATION SYSTEMS SECURITY ENFORCING PRODUCTS”, attached hereto as ANNEX .

I endorse this supply chain security statement for the product(s) listed in the first paragraph of this certificate, which covers the following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX

EXCERPT OF THE NATO SUPPLY CHAIN SECURITY REQUIREMENTS, DATED 30 MARCH 2017

Appendix 2 - Vendor Specific Requirements for Supply Chain Security

This annex is providing the expectations and associated taxonomy for supply chain security for a vendor of CIS Security Enforcing Products to NATO.

1. This section describes the practices applicable to the portions of such vendors' Value Chains as identified in the Scope Section.
2. These practices provide a framework regarding supply chain security areas and steps to be deployed, as applicable, by all suppliers and vendors of CIS products to NATO. Through the procurement process the final vendor will establish a supply chain security self-attestation statement. Annex A of this directive provides a template.
3. These practices address the following key security areas applicable to the supply chains of vendors of CIS to NATO:

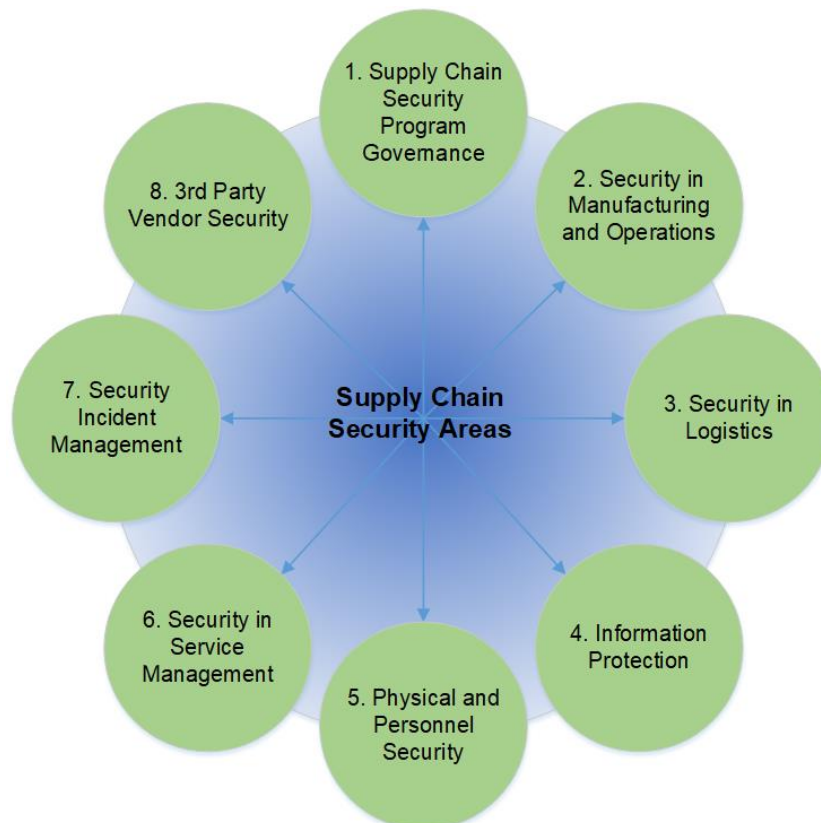


Figure 3 – Supply Chain Security Areas

1.1. Supply Chain Security Program Governance

- 1.1.1. This area of security describes the practices for a CIS product vendor's overall governance for supply chain security and compliance. The program shall cover the following issues:

- Governance model:
 - Clearly defining roles and responsibilities
 - Taking into account key third party vendor and their supply chain security conformance
- Security policies, standards and procedures:
 - Include supply chain security issues in their quality baseline, especially dealing with delivery and manufacturing issues;
 - Maintain a supplier management procedure in their quality baseline;
 - Security incident response procedures;
 - Define supply chain security self-assessment and internal audit processes.

1.1.2. The vendor, to improve its practices, should:

- Develop and implement a supply chain security program including roles and responsibilities, with identifying clearly 3rd party vendor.
- Conform with existing standard and practices like Assurance Life Cycle (ALC) assurance requirements of ISO/IEC 15408, Informational Technology – Security techniques – Evaluation criteria for IT security.
- Develop its policies to manage supply chain security risks in the following areas:
 - Manufacturing and service operations
 - Implementation control and validation processes
 - Scrap management processes
 - Cyber threat and vulnerability management
 - Anomaly detection and investigation
 - Counterfeit mitigation, integrity and trapping
 - Compliance management to manufacturing specification note
 - Conduct short-periodic assessments by independent third parties against supply chain security leading practices to identify potential gaps

1.2. Security in Manufacturing and Operations

The governed supply chain security program shall address security in manufacturing and operations.

1.2.1. The area of security in manufacturing and operations describes the practices to protect against supply chain security threats and risks in manufacturing operations. It shall address, at least, the following:

- Security of production platform
- Security in Inventory Management
- Segregation of Duties
- Tracking and Accountability
- Scrap Management
- Tampering and Malicious Modification
- Counterfeit Mitigation

1.2.2. The CIS product vendor, to improve its practices, should:

- Implement controls to manage access to material inventory within the



production environment.

- Maintain accounting of inventory throughout the production lifecycle.
- Maintain inventory tracking documentation and/or information for an appropriate agreed time period.
- CIS equipment/components should be marked with one or more markers such as company logo, forgery-proof part number to prevent counterfeiting.
- Implement applicable separation of duties controls to limit opportunities for counterfeiting, malicious modification and tampering.
- Scrap should be tracked and controlled until destroyed or deemed unusable.

1.3. Security in Logistics

The governed supply chain security program shall address security in logistics.

1.3.1. The area of security in logistics describes the practices to protect against security threats and risks during storage and distribution of software, components and products through the supply chain. It shall address, at least, the following:

- Packaging Security
- Transportation Security, including tampering detection
- Secured Warehousing and Storage

1.3.2. The CIS product vendor, to improve its practices, should:

- Ensure anonymity of client by implementing technical mechanism that does not require to show human-readable or direct information about client (example given: bar-code...).
- Implement a control policy for each equipment/component before their packaging.
- Ensure robust tamper detection by advanced mechanism (seal, secure packaging...)
- Implement anti-tamper mechanisms
- Store proprietary material in an access controlled area.
- Uniquely identify all shipped components using valid identification and tracking techniques (e.g., serial numbers, date codes, license labels).

1.4. NATO Procurement and Sustainment Information Protection

The governed supply chain security program shall address NATO procurement and sustainment information protection.

This area addresses the protection of all NATO information handled during the operation of the CIS product and all the services linked to its usage. It covers information related to the support service and the hotline involved in the maintenance of the product during the sustain phase; information required by an ancillary service, like signature pushing, necessary for the correct operation of the product and any residual information in equipment handled all along the sustain and end-of-life phases and scrap management.

The vendor shall address these issues by:



- Using of cryptographic mechanisms and products to protect sensitive information exchanged
- Setting up information access controls
- Enforcing a network security policies regarding confidentiality consistent with the sensitivity data handled, which may include parameters for use of third party cloud service providers.

1.4.1. The CIS product vendor, to improve its practices, should:

- Secure and control NATO and procurement and sustainment information in a manner such that:
 - It limits the use for intended purpose;
 - Limits the access to authorized personnel compliancy with need-to-know concept and cleared at the appropriate NATO level;
 - Ensures segregation from that of other customers (e.g. separate information system customer directories).
- Ensure confidentiality of information during storage, scrapping and while in transit, using techniques as permitted by NATO directives.
- Implement all procedures and technical measures to prevent leakage of NATO procurement and sustainment information.
- Ensure anonymization or confidentiality of shipping and information gathered during the support and maintenance phases.
- Periodically have access control procedures, including visitor access, and all technics used to prevent leakage of information audited by independent control office.
- Ensure confidentiality of design and development information that could jeopardize product security.

1.5. Vendor Physical and Personnel Security

The governed supply chain security program shall address vendor physical and personnel security.

1.5.1. This area of personnel security describes the practices to protect NATO's operational or business confidential information when employees and contractors have physical access to such information on vendor premises. It shall address, at least, the following:

- Physical Access Controls and Monitoring, in compliance with NATO directive protection of such a confidential information at proper level.
- Security training and awareness, in compliance with NATO directive on protection of such a confidential information at proper level.

1.5.2. The CIS product vendor, to improve its practices, should:

- Implement applicable physical access controls for entering as well as exiting facilities.
- Periodically have development and loading premises, including all remote network access point audited by independent control office.
- Periodically review and update physical access entitlement and privilege. This review should be based on employee background, adjusting the roles.

- Deploy periodic security awareness campaigns and training to all personnel addressing the following areas, as applicable:
 - Security and information protection practices against social engineering, phishing, malware, etc.
 - Information systems access
 - Security incident detection and reporting
 - Response to burglary, robbery and in-transit theft
 - Visitor access and challenging unidentified persons or vehicles
 - Management and disposal of scrap
 - Detection of counterfeit items and malicious modification

1.6. Security in Service Management

The governed supply chain security program shall address security in service management.

1.6.1. This area of service management describes the practices to continue to securely deliver support and ancillary services required for the security product to be operated – e.g. online services like signature server – and maintained – e.g. online update server – in an event of a service disruption. It shall address, at least, the following:

- Security in Business Continuity Planning issues;
- Business Continuity Plan Testing procedures;
- Activity Recovery Plan.

1.6.2. The CIS product vendor, to improve its practices, should:

- Implement security controls as part of business continuity efforts (e.g. processes, location) to ensure confidential information is protected during periods of disruption.
- Implement vulnerability survey, both from customers and open sources.
- Post-sale services and configuration support.
- Test business continuity plans for security periodically and update them based on the results of the testing.

1.7. Security in Incident Management

The governed supply chain security program shall address security in incident management.

1.7.1. This area of security incident management describes the practices to establish and implement a robust incident management process to identify, document and resolve security incidents. It shall address, at least, the following:

- Incident handling and response procedures

1.7.2. The CIS product vendor should:

- Establish capabilities to identify and respond to security incidents.
- Assign roles and responsibilities to personnel, including response procedures, to manage security incidents effectively.
- Review incident response plan periodically and update based on evolving



security risks and threats.

- Vulnerability review and impact analysis on CIS product facilities.
- Implement analysis of 0-day incidents, including their impact on the supply chain.

1.8. 3rd Party Supplier Management

The governed supply chain security program shall address 3rd party supplier management.

1.8.1. This area of 3rd party security describes making multiple tiers of suppliers to a CIS product vendor to NATO aware of all applicable security practices. The prior vendor shall ask to their 1st tier of underlying suppliers/partners for an assessment of the suppliers' supply chain security expressing compliance to this directive. Direct vendors to NATO should make supply chain security statement of their underlying suppliers available to the contracting authorities.

1.8.2. Direct vendors to NATO should provide 3rd party suppliers with this directive and make them aware of its content, both requirements and recommended practices.

For information purposes only. No signature required.

