

Framework Contract for provision of interpretation services Terms of Reference

Annex II to the Invitation to Tender no

Frontex/OP/76/2019/MS

1. Specific information - Terms of Reference

1.1. Background information

European Border and Coast Guard Agency (Frontex) with its seat in Warsaw at Europejski Square coordinates the cooperation between the Member States allowing key border and coast management institutions to share experiences, knowledge and best practices in the field of border control.

Important element of Frontex activity are meetings and events attended by high level officials from the EU Member States and other countries representatives cooperating with Frontex.

Therefore Frontex seeks to conclude a contract for provision of interpretation services regularly, in principle during Frontex Management Board (MB) meetings and other meetings involving participation of high-level visitors using other language than English (Agency's working language). Meetings and events are mainly organised at Frontex premises as well as outside of Frontex Headquarters, in Warsaw and in other locations.

Table 1: Interpretation services provided in 2018 - for information purposes only

Month	Requested languages	Number of participants to the event	Place
January	EN, RU	18 participants	Warsaw, FX HQ
March	DE, EN, FR, ES, IT, PL, HR, CS, ET, LV, HU	90 participants (Management Board Meeting)	Warsaw, FX HQ
March	EN, RU (+ equipment)	35 participants	Warsaw, Golden Tulip Warsaw Centre
April	EN, FR	Video conference	Warsaw, FX HQ
June	DE, EN, FR, ES, IT, PL, EL, LT, PT, RO, SK	90 participants (Management Board Meeting)	Warsaw, FX HQ
June	EN, FR	6 participants	Warsaw, FX HQ
June	EN, FR, DE, IT, ES	Video-conference	Warsaw, FX HQ
July	EN, FR	15 participants	Warsaw, FX HQ
September	DE, EN, FR, ES, IT, PL, CS, ET, LV, LT, SL	90 participants (Management Board Meeting)	Warsaw, FX HQ
September	EN, FR, AR	80 participants	Warsaw, FX HQ
November	RU, EN	60 participants	Warsaw, FX HQ
December	RU, EN	20 participants	Warsaw, FX HQ

1.2. Scope of contract

The subject of this framework contract is:

- 1) Provision of professional services in the field of simultaneous and consecutive interpretation during various meetings and conferences organized by Frontex in Warsaw or its close vicinity. It will mainly concern Frontex Management Board meetings (high-level) held in Warsaw, however, Frontex may request interpretation services for other events in Warsaw or other location.
- 2) Rental of the necessary equipment related to the interpretation service that will be ordered upon the request of Frontex.

1.3. Place of performance

The conferences and meetings shall take place either at Frontex premises in Plac Europejski 6 in Warsaw or, occasionally, in other venue rented or made available to Frontex in Warsaw or in its close vicinity (up to 50 km outside Warsaw). In any case, Frontex will cover the costs of the venue, utilities and media provided by the venue (electricity, access to the Internet, if necessary, etc.).

Exceptionally, the interpretation services may be required at another Polish and European destination, e.g. a capital of the country hosting EU Presidency, or in a Third Country. In such a case, Frontex will reimburse the travel and accommodation costs in line with the reimbursement rules annexed to the Terms of Reference (Appendix 3).

1.4. Language requirements

1.4.1. Standard provision of interpretation services

The Contractor shall be capable of ensuring professional simultaneous and consecutive interpretation from and into the most frequently used, by Frontex, EU official languages: Bulgarian, Croatian, Czech, English, Estonian, French, German, Greek, Italian, Latvian, Lithuanian, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish. Additionally, the same services shall be provided in Danish, Dutch, Finnish, Hungarian, Irish, Maltese, Swedish as well as Arabic, Albanian, Bosnian, Serbian, Chinese, Macedonian, Montenegrin, Russian, Persian (Dari/Farsi), Turkish and Ukrainian upon request.

The financial offer should include the price of all the aforementioned languages.

The choice of the relay language is not imposed, it may depend on particular language combinations to be covered, but Frontex would recommend either English, French or Polish.

It is assumed that during the MB meetings the interpretation will be provided into 10-11 languages selected from EU official languages mentioned above. In the last two years, the frequency of the particular languages was as follows: English, German, Spanish, Italian and French were always required, whereas the remaining languages were required at between 10% to 60% of meetings.

The subjects discussed in these meetings are mostly related to border management, immigration, security, foreign affairs etc. It is expected that the dedicated interpreters shall be proficient with the relevant vocabulary and specialized terminology in this field.

1.4.2. Exceptional provision of language services

In exceptional cases Frontex may require provision of interpretation of languages not included in the Annex IV Financial Offer during various meetings and conferences. The subjects discussed in these meetings are mostly related to border management, immigration, security, foreign affairs etc. It is expected that the dedicated interpreters shall be proficient with the relevant vocabulary and specialized terminology in this field.

The price for exceptional services are subject of an agreement between Frontex and the Contractor for each specific service. For more information please see point 1.13.2. - Implementation of the framework contract.

1.5. Security

No security clearance is required on the part of the contractor; however, the observance of the standards of the Security Aspects Letter (SAL) (Annex IX), the submission of a recent (validity not exceeding 6 months) criminal record and the signature of the Declaration of Confidentiality (Annex VII) by each interpreter/technician providing services under this contract prior to the start of his/her duties are required.

1.6. Number and duration of events

The foreseen number of conferences/meetings to be held within the 1st year of the contract will be approximately 15. The conferences are usually one or two-day long. However the Contractor shall be obliged to provide a one-day or half-day service according to Frontex needs, with the assumption that the payment is always calculated on the basis of the unit, defined as 4 hours of service. Lunch and travel time are not included in this calculation. The conference time will vary, however as far as MB meetings are concerned, the usual hours of duration are 9:00-17:00. For example if the conference hours are 8:30 - 13:00 and 14:30 - 16:00 (4,5 ha + 1,5 ha) the Contractor shall be eligible to the payment for two units.

In case a conference/meeting contracted under a signed purchase order needs to be extended, due to unforeseen circumstances, above the time limits of any of the 4-hour units indicated in such a signed purchase order, in such a way that interpretation service is continued without interruption or with a short interruption for a coffee break, following the lapse of a unit, payment will be calculated as follows:

- a) If the extension of the contracted duration is 15 minutes or less, the Contractor is not entitled to any additional payment,
- b) If the extension of the contracted duration is between 16 and 60 minutes, the Contractor is entitled to a payment of $\frac{1}{4}$ of the unit price,
- c) If the extension of the contracted duration is between 61 and 120 minutes, the Contractor is entitled to a payment of $\frac{1}{2}$ of the unit price,
- d) There will be no extensions of the contracted duration longer than 120 minutes. However, if such extensions occur for imperious reasons, the Contractor shall be paid the full unit price.

As a principle, Frontex and the Contractor shall manage the time of the interpretation service under general rules, by way of official meeting agendas and specific orders. The abovementioned price arrangements concerning unplanned time overruns shall be applied as a matter of exception, and shall not be used by Frontex as a regular time management tool in order to lower the Contractor's service fees.

1.7. Number of participants

The estimated average number of Management Board participants is 90 whereas other meetings, when the interpretation services are required, host from 5 up to 200 people.

1.8. Equipment

- a) Meetings taking place at Frontex premises:
In its premises, Frontex owns permanently installed equipment which allows for simultaneous interpretation into 13 languages from 12 available cabins. All cabins satisfy standards of interpretation equipment requirements, namely the international standard ISO 2603. High standard interpretation

equipment is provided by Frontex (internationally known brand BRÄHLER ICS). Therefore for meetings held at Frontex premises there shall be no or very limited need for provision of additional equipment.

b) Meetings taking place outside of Frontex premises:

For meetings taking place outside of Frontex, the Contractor must assume that there is no equipment at the venue where the meeting will be held and shall be able to provide (rent) it. The Contractor must also assume that some venues will not be adapted to place cabins in the conference room, but in the adjoining rooms. The equipment must be fully operational to avoid malfunctioning. Based on previous experiences, the Contractor shall ensure back up pieces of equipment.

In such event, the Contractor shall provide the list of all the equipment for simultaneous interpretation and sound system for all participants before issuing the Specific Order by Frontex. The equipment/services minimum requirements:

- minimum one interpretation cabin for each language meeting standard international requirements,
- minimum one monitor in each cabin,
- relevant sound and video system,
- headphones/receivers for each participant,
- minimum one stationary microphone for each 2 participants and one portable microphone for each 40 participants,
- audio (and video, upon request) recording in English or other language,
- cameras (including operator and cabling),
- portable interpreting system.

Responsibility for the equipment:

The Contractor shall be fully responsible for the equipment provided by him. In any case, during the meetings held at Frontex premises and outside, the Contractor shall take the necessary measures to avoid any loss or damage of the equipment. The Contractor shall be responsible for distribution and collection of the equipment among the participants of the conference/meeting.

In addition, the Contractor shall also be able to provide technical support prior to and during the meetings. Prior to, preferably on the eve of the meeting, the technicians shall verify that all equipment is in working order and ready for use the following day. The presence of technicians is also required throughout the entirety of each of the 4-hour units specified in the purchase order. Technical support services shall constitute a separate item in the financial offer of the Contractor.

1.9. Profile of interpreters

The interpretation services shall be provided in line with the European norms and standards.

Each interpreter providing the services within this contract must meet the following requirements:

- a) a level of education which corresponds to completed university studies of at least 3 years attested by a diploma;
- b) native-level fluency in the language for which this person is proposed and the other language relevant for the interpretation (target and source languages, may be via relay) evidenced by bachelor degree and/or master degree and/or other completed studies/formal course in interpreting/or/linguistic attested by diploma or certificate;
- c) appropriate qualification in interpreting - certificates and/or diplomas in interpreting issued by recognised institutions;
- d) professional experience of at least 2 years in provision of simultaneous interpretation services;

- e) experience in providing simultaneous interpretation in the language he/she is proposed for during at least 8 high-level meetings of a similar scale to the Frontex Management Board Meetings during the last three years;
- f) experience in interpretation of such topics as immigration, border management, security and foreign affairs presented by a list of topics dealt with;
- g) being trustworthy, discreet, reliable and a person of integrity.

1.10. Replacement of interpreters

Interpreters proposed in the offer as a response to this tendering procedure shall be always included in the list of interpreters proposed for each conference/meeting. In case of conferences/events when only two interpreters of English, Italian, Spanish, French and German are needed, there shall be 2 of 3 proposed interpreters included in the list.

Replacement of the interpreters requested by the Contractor will be accepted by Frontex only in exceptional situations, based on written explanation providing reasons for the replacement and it will be subject to Frontex prior approval. Such situations may happen due to death, sickness or accident, or if a member of staff is unable to continue providing his services or for other reasons beyond the Contractor's control (e.g. resignation).

Frontex reserves the right to request replacement of the proposed interpreter if the quality of his/her services in practice appears to be unsatisfactory.

In both cases, the substitute interpreter shall meet Frontex requirements and prove the experience in interpretation in a given language as it is required in the Terms of reference, i.e. in point 1.9 - Profile of interpreters. The following evidence is required:

- CV presented in the Europass CV format available under this link: <https://europass.cedefop.europa.eu/editors/en/cv/compose>

1.11. Coordination

Prior to the start of the meeting the interpreters should be briefed by the Contractor on the relevant logistics related to the venue of the meeting and technical equipment to be used. However, in case the number of requested interpreters exceeds 6 persons the Contractor should provide the coordinator of the interpreters to be present at the venue of the meeting. The cost of the coordination should be included in the price of the interpretation services.

1.12. Costs

All costs connected to the provision of the interpreters, coordination and the equipment, such as fees, travel, daily allowances, transportation, insurance, installation, de-installation, etc. shall be covered by the Contractor in case of meetings in Warsaw and its vicinity (up to 50 km outside Warsaw). In case of other places of provision of services Frontex shall reimburse the travel and accommodation costs in line with the reimbursement rules annexed to the Terms of Reference (Appendix 3).

Frontex will provide the interpreters and technical staff of the Contractor with coffee, tea or water, but will not provide lunch or snacks.

1.13. Implementation of the framework contract

1.13.1. Standard provision of interpretation services

The contract shall be implemented through Specific Orders that Frontex will issue, in general, separately for each conference/meeting. The procedure of ordering each interpretation service will be performed in the following steps:

- 1) Specific Order is sent by Frontex to the Contractor, as a rule no later than 3 weeks before the event. However, in exceptional situations, i.e. unplanned meetings, Frontex may request the Contractor's services on a shorter notice. The Order includes:
 - a. required languages,
 - b. title of the meeting/conference,
 - c. date, hours and venue of the event,
 - d. number of participants,
 - e. special requirements concerning equipment (if any),
 - f. declaration that all the proposed interpreters meet Frontex requirements and prove the experience in interpretation in a given language as it is required in the Terms of reference , i.e. in point 1.9 - Profile of interpreters
- 2) Within 5 working days from the receipt of the Specific Order the Contractor shall return it duly signed to Frontex (via e-mail).
- 3) The Contractor shall provide the list of the interpreters assigned to the event at least 5 working days before the event takes place.

Penalties:

Proposed interpreters for each order shall meet Frontex requirements listed in point 1.9 - Profile of interpreters. Frontex reserves the right to request the Contractor to provide Frontex with the proposed interpreter's CVs and other supporting documents (certificates, diplomas etc.) before as well as after the event takes place in order to verify whether all the requirements are met.

Ultimately, it is the responsibility of the Contractor to provide Frontex with qualified interpreters, within timeframes indicated above, for all the languages listed in Annex IV - Financial Offer. If the contractor is unable to do so, a penalty of EUR 1 000 per language for a Specific Order will apply.

1.13.2.Exceptional provision of language services

In case of provision of interpretation of languages not included in Annex IV - Financial Offer, Frontex will provide a list of languages required and will request a proposal from the Contractor.

The Contractor will have three working days to respond with the CVs of proposed interpreters for the languages specified and with the cost of interpretation. Frontex, within three working days, will accept or reject the candidates. In case of rejection, the Contractor shall provide Frontex with the CVs of other qualified candidates.

The price for exceptional services is subject of an agreement between Frontex and the Contractor for each specific service. The pricing of such services must be based on competitive market prices.

Once an agreement is reached concerning both quality and price, a Specific Order is placed by Frontex.

1.13.3.Conference materials

The conference materials such as agenda and programme of the meeting, will be made available to the Contractor one week-before the event. Only this kind of conference materials will be given for information to the Contractor. Reference terminology can be found at: www.frontex.europa.eu

1.14. Cancellations and changes in the orders

In case of necessary changes or partial cancellations caused by unforeseen circumstances, Frontex reserves the right to request such changes by issuing a written amendment to the already issued order. The Contractor shall take immediately all necessary steps to adjust to the requested changes and make all efforts to minimize the costs connected to the changes/cancellations.

The Contractor shall be entitled to a financial compensation of unrecoverable costs incurred before the amendment is sent to the Contractor. Supporting documents and relevant justifications shall be provided by the Contractor.

The Contractor shall be entitled to a compensation of an interpreter's fee only providing that the cancellation notice is issued less than 15 calendar days before the date of performance and the contract with an interpreter has been signed before the date of issue of the cancellation notice. On the request of Frontex the Contractor shall provide an evidence that the contract with interpreters has been signed before the date of issue of the cancellation notice.

Appendixes:

Appendix 1 - Declaration of Confidentiality A and B

Appendix 2 - Security Aspects Letter

Appendix 3 - Reimbursement Rules

Appendix 1

Declaration of Confidentiality A

Contract no: Frontex/OP/76/2019/MS
Framework Contract for provision of interpretation services

DECLARATION FOR SOUND ENGINEERS PERFORMING TASKS FOR FRONTEX

I, (full name)

in my function of sound engineer for the meeting held on (date) in (place),
declare that I have taken notice of the following provisions, that I have fully understood them and that I will
comply with them.

- a) It is not permitted to bring into the meeting room any private cameras, film equipment, video or audio recorders, radio transmission equipment (cell phones included), portable personal computers or palmtops;
- b) It is not allowed to share any of the (sensitive/classified) information that is handled/discussed during the meeting and to which in the course of the execution of their tasks sound engineers may have access to with others;
- c) It is not allowed to take any of the copies of the documents that are available in the meeting room;
- d) In case during the meeting classified information is going to be handled/discussed the sound engineers shall hold a security clearance up to the level of the kind of classified information that will be dealt with.

Place and date:

Signature:

Declaration of Confidentiality B

Contract no: Frontex/OP/76/2019/MS
Framework Contract for provision of interpretation services

DECLARATION FOR INTERPRETERS PERFORMING TASKS FOR FRONTEX

I,(full name)

in my function of.....(language)

Interpreter for the meeting held on (date) in (place), declare that I have taken notice of the following provisions, that I have fully understood them and that I will comply with them.

- a) It is not permitted to bring into the meeting room any private cameras, film equipment, video or audio recorders or radio transmission equipment. Cell phones have to be switched off during the duration of the meeting;
- b) It is not allowed to share any of the (sensitive/classified) information that is handled/discussed during the meeting and to which in the course of the execution of their tasks interpreters may have access to with others;
- c) It is not allowed to take any of the copies of the documents that the interpreter(s) have received during the meeting in order to facilitate the execution of their task outside the meeting room;
- d) All (copies of) documents have to be left in the meeting room at the end of the meeting and will be collected by the Meeting Security Officer;
- e) In case during the meeting classified information is going to be handled/discussed the interpreters shall hold a security clearance up to the level of the kind of classified information that will be dealt with.

Place and date:

Signature:

Appendix 2

Security Aspects Letter (SAL) for RESTREINT UE/EU RESTRICTED Contracts

1. The performance of the Contract may involve national or EUCI up to the level of **RESTREINT UE/EU RESTRICTED** or its national equivalent.
2. All Contractor's personnel as well as sub-contractors' personnel involved in work under this Contract shall hold the nationality of an EU Member State unless otherwise agreed in advance with Frontex.
3. For the purpose of this Security Aspects Letter the following definitions shall apply:
 - a. **'EU classified information' (EUCI)** means any information or material designated by an EU security classification, the unauthorised disclosure of which could cause varying degrees of prejudice to the interests of the European Union or of one or more of the Member States.;
 - b. **'National Classified information'** shall mean information provided in connection with the Contract requiring protection in the interest of the originating EU Member State, and which has been applied a national security classification marking as shown in the table of equivalent security classifications in Appendix 2A below;
 - c. **'Document'** means any recorded information regardless of its physical form or characteristics;;
 - d. **'Material'** means any document or item of machinery or equipment, either manufactured or in the process of manufacture;
4. Classified Information at RESTREINT UE/EU RESTRICTED level shall be handled and protected as described in Appendix 2A below.
5. The Agency reserves the right to request the responsible security authorities to monitor at the Contractor's facilities the implementation of any security requirements as stipulated in this contract.
6. If the Contractor fails to observe the security provisions described and regulations referred to under this Annex Frontex shall have the right to terminate the Contract with immediate effect in accordance with the relevant provisions of the General Terms and Conditions for Contracts

For work performed on the Agency's premises, the Contractor and its personnel shall comply with the security requirements as described in Appendix 2C below.

Appendix 2A

Handling and protection of RESTREINT UE/EU RESTRICTED Information

Documents or material containing RESTREINT UE/EU RESTRICTED information, any national classified information of the EU Member States or classified information originated by another international organisation classified at equivalent level, which has been generated or provided in connection with the Contract shall be handled and protected in accordance with the provisions described hereafter unless more stringent handling procedures are prescribed by applicable national security laws and regulations.

The provisions of this document also may be supplemented by specific security provisions applicable to a given multinational project or programme.

1. Access by Personnel

RESTREINT UE/EU RESTRICTED information shall only be made accessible to contractor personnel requiring such information for the performance of the Contract ("Need-to-Know-Principle"). All persons having access to RESTREINT UE/EU RESTRICTED information shall be made aware of their responsibilities for the protection of such information according to these provisions and the consequences of failure to comply.

A Personnel Security Clearance shall not be required.

2. Restrictions on Use and Release to Third Parties

RESTREINT UE/EU RESTRICTED information furnished to or generated by the Contractor shall not be used for purposes other than those defined by the Contract and shall be released only to EU Government establishments or contractor facilities located in an EU Member State, whose access is necessary in connection with the performance of the Contract.

Release to any other government, international organisation or representatives thereof or to contractors not located in an EU Member State requires prior approval by the Agency or the originator, as appropriate.

3. Security Classification and Marking of Documents and Material

RESTREINT UE/EU RESTRICTED documents or material provided to the Contractor shall maintain the security classification markings assigned by the Agency or any other originator of the classified information. Accordingly, copies and reproductions of documents or material shall be assigned the security classification and the marking of the original document or material, if appropriate.

However, documents or material and derivatives and reproductions thereof generated by the Contractor in connection with the Contract shall be classified and marked to identify the RESTREINT UE/EU RESTRICTED information as provided for in the Security Classification Guide or any other guidance on security classification described by the Agency.

Documents (hard copies and electronic files), copies or reproductions thereof containing RESTREINT UE/EU RESTRICTED information will be stamped, typed, printed or written in bold and capital letters at the top and bottom centre of each front cover or cover letter, page, and of all annexes and attachments with the appropriate classification marking as thus:

EXAMPLE:

RESTREINT UE/EU RESTRICTED

Material or computer storage media and other optical, acoustical or electronic recordings containing RESTREINT UE/EU RESTRICTED information shall be marked properly either on the material itself or - if not possible - on the container holding the material in such a manner that any recipient will know RESTREINT UE/EU RESTRICTED information is involved (e.g. by affixing a tag or sticker).

4. Downgrading or Declassification

Documents containing classified information at RESTREINT UE/EU RESTRICTED must not be downgraded or declassified without the prior written consent of the Agency or the originator, as appropriate.

5. Handling and Storage

Documents or computer storage media as well as interim material containing RESTREINT UE/EU RESTRICTED information must not be left unattended or handled in a manner that could result in unauthorised access. Such RESTREINT UE/EU RESTRICTED material must 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.

During travel the documents or data storage media must remain under the permanent personal custody of the holder and must not be left unattended in hotel rooms or vehicles and not be displayed in public.

6. Reproduction and Destruction

Reproductions of documents or material containing RESTREINT UE/EU RESTRICTED information shall be produced under conditions that can prevent unauthorised persons from gaining access.

Material, including interim material, such as working drafts, shorthand notes or spoilt copies, containing RESTREINT UE/EU RESTRICTED information must be destroyed in a manner to ensure that it cannot be easily reconstructed.

Documents and computer storage media containing RESTREINT UE/EU RESTRICTED information should be reviewed on regular intervals to determine whether they can be destroyed.

To prevent unnecessary accumulation of RESTREINT UE/EU RESTRICTED information, documents or data storage media containing such information, which is superseded or no longer needed, and provided there is no residual interest, should be destroyed as soon as practicable or returned to the originator.

7. Transfer

RESTREINT UE/EU RESTRICTED information shall normally be transferred in a single envelope either by

- Commercial courier services;
- Personal carriage by staff members without formal courier orders.

However, the envelope must not bear a classification marking.

RESTREINT UE/EU RESTRICTED information must not be transmitted by communication systems or via the Internet unless an encryption system is used, which has been properly approved by Council of the EU or the respective EU Member State's security authority.

In exceptional circumstances, telephone conversations, video conferencing or facsimile transmissions containing RESTREINT UE/EU RESTRICTED information may be in clear text, if an approved encryption system is not available at that moment and time is of paramount importance.

8. Use of IT-Equipment

RESTREINT UE/EU RESTRICTED information must be stored on stand-alone computers or dedicated networks accredited for the processing and storage of EUCI, which may only be accessed by staff having a need to know the information.

Laptops storing or processing RESTREINT UE/EU RESTRICTED information must be password protected, should have a hard disk encryption and must not be directly connected to the Internet.

The following minimum security measures must be in place when processing RESTREINT UE/EU RESTRICTED information on IT systems:

- managed access to system and hardware components (up-to-date lists of authorised users, storage in locked rooms);
- proper identification and authentication features (passwords, log-in); positive identification of all users at the start of each processing session;
- Passwords should have a minimum of six (preferably nine) characters and include alphabetical, numeric as well as special characters.
- general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations);
- software versions (floppy disks, CD ROMs) in use must be checked for presence of malicious software or computer viruses before starting work on RESTREINT UE/EU RESTRICTED information;
- removable computer storage media (e.g. floppy discs, compact disks) to be stored as described under Section 5 above;
- proper data backup with secure local or external storage;
- anti-virus software (implementation, with updates, of an acceptable industry standard anti-virus software); such software must be verified at regular intervals to ensure their integrity and correct functioning;
- no use of privately-owned removable computer storage media and software (e.g. floppy disks, compact disks) or other IT hardware like laptops or PCs;
- no direct connection to Internet unless protected by firewall of an acceptable industry standard;
- use of specific software tools designed for proper deletion of data;
- proper instruction on the use of IT systems in place;
- proper security monitoring and auditing.

The following events should be recorded:

- all log on attempts whether successful or failed;
- log off, including time out where applicable;
- initial creation, changes or withdrawal of access rights and privileges;
- initial creation or changes of passwords.

Such records must be carried out by dedicated IT specialists only and be accessible to authorised personnel only. Copies of such records should be provided to responsible IT Security Staff, as appropriate.

Each page of hard-copy output or removable computer storage media must be marked with the RESTREINT UE/EU RESTRICTED marking.

9. Destruction and Maintenance of IT systems and Equipment

At the end of their life-cycle, or for specific operational reasons, removable computer storage media such as diskettes or compact disks shall be erased, degaussed or shredded.

On fixed data media RESTREINT UE/EU RESTRICTED information must be deleted by overwriting after completion of work unless data is not encrypted by means of approved encryption systems.

If deletion is not possible the data media shall be removed and retained.

External facilities involved in the maintenance or repair work must be obliged, where required on a contractual basis, to comply with the applicable provisions for handling of RESTREINT UE/EU RESTRICTED information.

10. Sub-Contracts involving RESTREINT UE/EU RESTRICTED Information

All sub-contractors must be contractually required, under penalty of termination of their contract, to comply with the security requirements for the handling of RESTREINT UE/EU RESTRICTED information as prescribed in this document.

Appropriate statements or supplementary documentation (e.g. "Security Aspects Letter"), identifying the information or those parts of the contract / sub-contract involving RESTREINT UE/EU RESTRICTED must be part of any contractual arrangement.

A Facility Security Clearance shall not be required for contractors/sub-contractors requiring access to RESTREINT UE/EU RESTRICTED information during the performance of contracts/sub-contracts or in pre-contractual stage unless explicitly required under applicable national laws and regulations.

Frontex may - in co-ordination with the responsible NSA/DSA - conduct inspections at contractor facilities to verify the implementation of the security requirements for the handling of RESTREINT UE/EU RESTRICTED information.

11. Loss, Unauthorised Disclosure or Violation of Procedures

Holders of RESTREINT UE/EU RESTRICTED information shall investigate all cases in which it is known or there is reason to suspect that RESTREINT UE/EU RESTRICTED information has been lost or disclosed to unauthorised persons. Any cases of loss, unauthorised disclosure of RESTREINT UE/EU RESTRICTED information or any violation of provision described in this document must be reported to EU Member States' NSA's/DSA's concerned, the Agency and/or the originator of the information, as appropriate. Action may be taken by the competent authorities, as deemed necessary.

12. Termination of Contract

All RESTREINT UE/EU RESTRICTED information provided or generated under this Contract shall continue to be protected in accordance with the provisions of this article in the event of termination of the Contract. Such information shall be destroyed as described in Section 6 and 9 above or shall be returned to the Agency, if requested.

13. Equivalent Security Classification Markings for RESTREINT UE/EU RESTRICTED

The following security classification markings are equivalent:

Frontex / EU		RESTREINT UE/EU RESTRICTED	
Country / Organisation	Security Classification	Country / Organisation	Security Classification
Austria	Eingeschränkt	Latvia	Dienesta vajadzībām
Belgium	nota below ¹	Lithuania	Riboto naudojimo
Bulgaria	За служебно ползване	Luxembourg	Restreint Lux
Cyprus	Περιορισμένης Χρήσης Abr: (ΠΧ)	Malta	Ristrett
Czech Republic	Vyhrazené	Netherlands	Dep. VERTROUWELIJK
Denmark	Til tjenestebrug	Poland	Zastrzeżone
Estonia	Piiratud	Portugal	Reservado
Finland	KÄYTTÖ RAJOITETTU BEGRÄNSAD TILLGÅNG	Romania	Secret de serviciu
France	nota below ²	Slovakia	Vyhradené
Germany	VS – NUR FÜR DEN DIENSTGEBRAUCH	Slovenia	Interno
Greece	Περιορισμένης Χρήσης Abr: (ΠΧ)	Spain	DIFUSIÓN LIMITADA
Hungary	Korlátozott terjesztésű!	Sweden ³	HEMLIG/RESTRICTED HEMLIG
Ireland	Restricted	United Kingdom	Restricted
Italy		Riservato	

¹ Diffusion Restreinte/Beperkte Verspreiding is not a security classification in Belgium. Belgium handles and protects 'RESTREINT UE/EU RESTRICTED' information in a manner no less stringent than the standards and procedures described in the security rules of the Council of the European Union

² France does not use the classification 'RESTREINT' in its national system. France handles and protects 'RESTREINT UE/EU RESTRICTED' information in a manner no less stringent than the standards and procedures described in the security rules of the Council of the European Union

³ Sweden: the security classification markings in the top row are used by the Defence authorities and the markings in the bottom row by other authorities

Appendix 2B

SECURITY CLASSIFICATION GUIDE

Hardcopies or electronic versions of documents (e.g. studies, reports, analysis, specifications and descriptions, technical requirements, performances or any other documentation) as well as data storage media (e.g. floppy disks, compact disks, CD ROMS, DVD, MP3, memory sticks, microchips, etc.) containing information generated in connection with the Contract shall be assigned an EU security classification as prescribed in this appendix. This includes copies, reproductions, extracts or any other derivatives of documents or data storage media containing such EUCL.

Unless otherwise specified hereafter each document or data storage media shall bear the overall security classification at maximum RESTREINT UE/EU RESTRICTED.

In case documents or parts thereof contain information not requiring a security classification or requiring a security classification at a lower level, the different elements shall be identified in a separate check list, stating their respective level of classification. In such a case, each document or data storage media shall bear the highest level of classification of the information contained therein.

A higher classification may be assigned to compilations of documents, which individually require a security classification at a lower level, provided the compilation provides an added factor that warrants a higher classification than that applied to its component parts. However, such classification of compilations shall not exceed the highest classification level provided for under this Contract.

Any uncertainties concerning security classifications to be applied or any proposals for changes or amendments shall be addressed to the Agency.

Appendix 2C

ACCESS TO THE AGENCY'S PREMISES

1. The contractor or sub-contractor and its personnel shall comply with the Agency's internal security and safety rules and regulations and shall follow any instructions given by the Agency's security personnel.
2. Any failure to comply with the Agency's security or safety instructions may result in access to the premises being denied or the personnel being expelled from Frontex premises.
3. Unless otherwise agreed with the Agency, contractor or sub-contractor personnel performing work on the Agency's premises or in Member States Authorities' premises, except attendance of meetings with Frontex representatives, shall hold the nationality of an EU Member State.
4. Any information or material provided to the contractor's or sub-contractor's personnel shall be treated as if supplied officially by the Agency.
5. The contractor shall notify the Agency's designated department at least 5 working days in advance with the names, date of birth, nationality, and where appropriate the details of vehicles, of all contractor or sub-contractor personnel temporary performing work on the Agency's premises.
6. The Agency shall be entitled to refuse access to its premises to any contractor or sub-contractor personnel without giving justification, as deemed necessary for security reasons.
7. Any security-related notices or communication to the Agency shall be addressed to:

Security Sector
Frontex
Plac Europejski 6
Warsaw 00-844
Poland

Email: HoS.SEC@frontex.europa.eu

Appendix 3

REIMBURSEMENT RULES - template

Frontex shall reimburse interpreters participating in the meetings taking place above 50 km outside Warsaw on the basis of the following rules:

1. Reimbursement covers travel expenses and accommodation costs. The reimbursement is always subject to the following limitations:
 - Travel expenses cover the costs of transport used between the place of contractor's seat and the place of the meeting. They are reimbursed at the maximum amount of 1100 EUR for travels within Europe. They include: travel insurance (if obligatorily imposed by the carrier) and long distance means of transport (one or more) such as: plane (economy class), train, long-distance bus, ferry or car and are reimbursed upon presentation of supporting documents: a ticket (with a clearly indicated price) or an invoice. As a general rule, a taxi is not to be treated as a long-distance means of transport. The costs of travel by car are reimbursed upon presentation of a statement indicating the exact route and number of kilometers or a kilometer log. The kilometer allowance is fixed at the maximum rate of €0.28 per km and it covers all costs related to the use of a car such as: fuel, motorway tolls, parking fees, etc. If justified, car rental costs are eligible for reimbursement based on the car rental invoice. An additional maximum rate of €0.28 per km is granted to cover the costs related to the use of the rented car such as fuel, motorway tolls, parking fees, etc.
 - For hotel accommodation the amounts claimed cannot exceed the rates used by the European Commission for the country where the meeting takes place, i.e. currently EUR 116 for Poland.
 - Accommodation expenses cover the costs of nights at the place where the meeting is held and/or during travel period if necessary. Non-obligatory expenses such as charity contributions, pay TV, mini bar, etc. are not reimbursed. The number of nights reimbursed must not exceed the number of meeting days + 1, unless otherwise agreed with Frontex. Accommodation expenses are reimbursed on presentation of supporting documents: hotel bill or invoice.
2. In the framework of this specific order Frontex will reimburse maximum EUR.
3. All reimbursements are paid to the bank account of the Contractor.
4. In order to make reimbursement the contractor shall indicate separately the amount of reimbursement on the invoice related to the specific order and attach the supporting documents, as described above.