**CONTRACT FOR THE PROTECTION OF CLASSIFIED INFORMATION**

**registered at the State Printing Works of Securities (STC) under Ref. No. ..............**

**entered into pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code**

(hereinafter referred to as the "Contract")

**I.**

**Parties**

**STÁTNÍ TISKÁRNA CENIN, státní podnik**

with its registered office at Prague 1, Růžová 6, building No. 943, 110 00, Czech Republic

listed in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, File 296

Company ID No.: 00001279

Tax ID No.: CZ00001279

represented by: **Tomáš Hebelka, MSc**, Chief Executive Officer

bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

account number: 200210010/2700

(hereinafter referred to as the “**Originator**”)

and

**[•]**

with its registered office at **[•]**

listed in the Commercial Register maintained by **[•]**

Company ID No.: **[•]**

Tax ID No.: **[•]**

represented by: **[•]**

bank details: **[•]**

account number: **[•]**

(hereinafter referred to as the “**Recipient**”)

(hereinafter collectively referred to as the “**Parties**”)

**II.**

**Preamble**

1. For the purpose of samples testing as a part of cooperation before a conclusion of a “**Contract for the Production and Supply of Threads for Passport Books”** (registered at the STC under Ref. No. 054/OS/2021) within a public contract for supplies awarded in below-threshold regime in a simplified below-threshold tender procedure pursuant to the provisions of Section 53 of Act No. 134/2016 Coll., on public procurement, as amended, with the title “**Production and Supply of Threads for Passport Books”**, Ref. No.: STC/007689/ÚSV/2021(hereinafter referred to as the “Public Contract”), the recipient will be provided with classified information at the level of confidentiality “RESTRICTED” filed on the Originator’s premises under Ref. No. **V18/2017/STC** (hereinafter referred to as “classified information”).
2. By signing this Contract, the Recipient undertakes to handle the provided classified information in compliance with currently applicable and effective security regulations on the protection of confidential information according to the requirements of the national security authority of the country in which activities are to be performed, or in which the classified information is to be handled, and further in accordance with relevant international treaties on mutual protection of classified information.
3. Given the fact that the Originator of the classified information has its registered office in the Czech Republic and is subject to Act No. 412/2005 Coll., on the protection of classified information and on security capability, the Recipient to whom the Originator provides the classified information must adhere to the obligations specified in Article III. of the Contract when becoming acquainted with and handling the classified information.

**III.**

**Obligations of the Recipient**

1. The Recipient is obliged:
2. to appoint an employee responsible for supervising security measures relating to the subject matter of the Public Contract;
3. to provide the relevant domestic security authority, in a timely manner, with the personal data of persons who will be involved in the relevant activities and who will need access to the Confidential Information in order to obtain a certificate of a natural person for access to classified information of the required confidentiality level, if national law so requires;
4. to provide, at the request of the relevant domestic security authority, all information on persons who have requested access to the classified information;
5. to keep records of its employees who are involved in the activities and to whom the classified information has been disclosed. These records must contain the validity period of certificates of natural persons and must indicate the highest level of classified information that employees are authorised to access;
6. to limit disclosure of the classified information to the bare minimum number of persons;
7. to deny unauthorised persons access to the classified information;
8. to inform the responsible employee and the relevant domestic security authority of every breach or suspected breach of security, any breach that raises doubts about an employee’s credibility, any changes affecting the security measures, and any other information that may be required by the national security authority;
9. to ensure, ideally through an employee responsible for security measures, that all classified information is properly secured;
10. to restrict copying of any classified information (including documents) entrusted to the Recipient according to the Originator’s prior consent;
11. to accommodate requests of the relevant national security authority and to ensure that persons who have been granted access to classified information sign a declaration in which they undertake to protect such information, to store and label classified information according to national legislation on protection of classified information, and to acknowledge that they have comparable obligations under legislation of the Originator’s country relating to protection of classified information;
12. before commencing contract negotiations with a potential subcontractor that will grant access to classified information of which the Recipient is not the originator, to obtain the Originator’s prior consent to such negotiations and to bind the subcontractor to the appropriate security obligations, which may not be any less strict than the conditions stipulated in the Contract;
13. to adhere to all procedures stipulated by domestic legislation regarding handling and disclosure of classified information.
14. All persons must have the relevant security clearance if they are to be familiarised with and to handle classified information in connection with participation in the contracting authority’s, or more precisely the Originator’s selection procedure. The level of this clearance must be at least equal to the level of security under which the classified information is provided.
15. Unless expressly permitted, the Recipient must not provide classified information to any third parties.
16. The Recipient is not authorised to change the level of confidentiality or to lift the confidentiality of classified information without the Originator’s prior written consent.
17. Transporting/returning classified information to the Originator must be carried out in compliance with requirements stipulated by the competent national security authority.

**IV.**

**Sanctions**

1. If the Recipient commits a breach of its obligations specified in Article III. of the Contract, the Originator shall be entitled to charge a contractual fine in the sum of EUR 7 850 for each ascertained breach of these obligations.
2. The contractual fine shall be payable by the deadline stated in a legitimate and duly issued invoice. A charged contractual fine shall not affect or limit the right of the injured Party to full damages, including damages exceeding the contractual penalty.

**V.**

**Final Provisions**

1. Contractual relationships not expressly regulated by this Contract shall be governed by Czech law.
2. The Parties undertake to settle disputes arising from this contractual relationship in an amicable way by mutual negotiation. If no agreement can be reached, either Party shall be entitled to refer the dispute to the relevant court of law, where both Parties have agreed that the necessary jurisdiction shall belong to Czech courts of law. The Parties stipulate that the competent court for settling any disputes connected with this Contract shall be the court with local jurisdiction over the location of the Client’s registered office. Based on an agreement between the Parties, any potential disputes shall be resolved in accordance with the relevant Czech law, as amended.
3. This Contract may only be altered or supplemented by an agreement between the Parties in the form of appropriately named and sequentially numbered written amendments.
4. This Contract has been drawn up in two counterparts, both with the validity of an original. Each of the Parties shall receive one counterpart.
5. This Contract shall enter into force and effect on the date it is signed by both Parties.

In Prague, dated In \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated

On behalf of the Originator: On behalf of the Recipient:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tomáš Hebelka, MSc [•]**

Chief Executive Officer **[•]**

STÁTNÍ TISKÁRNA CENIN, státní podnik **[•]**