

Statnett - Security agreement

for securing sensitive energy information

This agreement (“the Agreement”) has been concluded between
Statnett SF and

Supplier/Partner

For Supplier/Partner:

Location	Date
Name supplier/partner	Organisation No.
Name	Job title
Signature	

For Statnett SF:

Location	Date
Statnett SF	Organisation No. 962 986 633
or subsidiary	Organisation No.
Name	Job title
Signature	

1. Background and purpose of the agreement

Statnett SF ("Statnett") maintains installations and possesses information covered by a duty of confidentiality pursuant to Section 9-3 of the Norwegian act relating to the generation, conversion, transmission, trading, distribution and use of energy, etc. (the Energy Act) of 29 June 1990, no. 59, as well as Section 6 (Information Security) of the regulations relating to Security and Emergency Preparedness in the Energy Supply System (Emergency Preparedness Regulation) of 7 December 2012, no. 1157.

Pursuant to the relevant regulations, Statnett is permitted to provide others with access to sensitive information about energy supply as long as Statnett considers the party in question to have a legitimate need to access such information.

The purpose of the present agreement is to ensure compliance with the regulations in connection with the execution of assignments, or collaborations on the execution of assignments, by Suppliers/Partners for Statnett.

2. Duty of confidentiality

The Supplier/Partner undertakes to prevent anyone other than persons with official work-related grounds from gaining access to or familiarity with sensitive information about the power supply (sensitive energy information), cf. Section 9-3 of the Energy Act and Sections 6-1 and 6-2 of the Emergency Preparedness Regulation. The duty of confidentiality applies to the Supplier's/Partner's employees, subcontractors and other third parties acting on their behalf in connection with the execution of the Agreement.

The Supplier/Partner may not make sensitive energy information available orally or in writing to subcontractors or other third parties without the express consent of Statnett. With the consent of Statnett, only necessary sensitive energy information limited to the execution of the agreement may be communicated to the third party in question. The Supplier/Partner shall impose an equivalent obligation on the third party to comply with the information security and confidentiality provisions applicable to the Supplier/Partner, cf. Section 6 of the Emergency Preparedness Regulation.

The duty of confidentiality shall not prevent the transfer of information that must be disclosed pursuant to a directive from the public authorities on the basis of legislation or official regulations. Before any sensitive energy information is disclosed in such cases, the Supplier/Partner must notify Statnett where possible. The recipient shall be made aware that the information provided is sensitive energy information that is subject to confidentiality.

The duty of confidentiality shall remain in effect subsequent to the termination or expiry of the Agreement. The duty of confidentiality regarding the conditions mentioned above shall also be imposed on employees or others who leave the service of the Supplier/Partner or other third parties, even after their departure.

3. Information covered by the Agreement

The Agreement covers sensitive energy information. "Sensitive energy information" is information that can be used to damage facilities and systems or affect functions that are of significance to the power supply and is considered to be sensitive under Section 6-2 of the Emergency Preparedness Regulation.

Before handing over / providing access to sensitive energy information to the Supplier/Partner, Statnett must label all relevant documents and storage media so as to identify clearly all sensitive energy information. If the Supplier/Partner uses the sensitive energy information in derived documents/compilations etc., these shall be marked by the Supplier/Partner in accordance with Statnett's instructions. Similarly, sensitive energy information that the Supplier/Partner produces itself as part of the assignment/collaboration must be labelled according to Statnett's assessment and instructions. Statnett has a specific form that is to be used for the specification and follow-up of information sharing.

4. Security requirements

The Supplier/Partner must ensure effective shielding, protection and access control to sensitive energy information in compliance with the requirements set out in Section 6-3 of the Emergency Preparedness Regulation.

If the Supplier/Partner uses digital information systems to store, process and/or transmit sensitive energy information, relevant digital information systems must be secured in order to safeguard confidentiality, integrity and accessibility, cf. Section 6-9 of the Emergency Preparedness Regulation.

5. Security instructions

The Supplier/Partner shall prepare and apply security instructions designed to ensure compliance with information security requirements, cf. Section 6-4 of the Emergency Preparedness Regulation.

6. Procurements

For procurements, the Supplier/Partner shall ensure that subcontractors and other third parties are obliged to comply with the provisions on information security and the duty of confidentiality for sensitive energy information, cf. Section 6-5 of the Emergency Preparedness Regulation. Agreements shall stipulate that the Supplier/Partner has the right to confirm the third party's compliance with the regulations; this includes conducting audits.

The Supplier/Partner's use of sensitive energy information in procurement processes requires Statnett's consent, cf. Section 2.2 of the present Agreement, and shall furthermore be implemented in accordance with Section 6-6 of the Emergency Supply Preparedness Regulation.

7. Background checks

For assignments/collaborations that require access to Statnett's control centres or backup facilities, the Supplier/Partner must conduct background checks on its own employees and contractors who will have access, cf. Sections 5-11 and 6-7 of the Emergency Supply Preparedness Regulation. Statnett may require that background checks include credit checks, cf. Section 6-7, second article. Background checks shall be made available to Statnett as a basis for assessing a person's suitability for access to classified facilities, systems etc.

8. Declaration of non-disclosure

The Supplier/Partner must make any person granted access to sensitive energy information aware that the information being accessed is sensitive, subject to a duty of confidentiality and must be protected as confidential information.

The Supplier/Partner is obliged to ensure that any person who is given access to sensitive energy information is subject to confidentiality through the signing of a declaration of non-disclosure /

confidentiality agreement. The Supplier/Partner shall provide information about the individual's duty to protect sensitive energy information.

Statnett's standard declaration of non-disclosure may be used by the Supplier/Partner for all persons granted access in connection with assignments for / collaboration with Statnett.

On request, the Supplier/Partner shall submit to Statnett an updated list of everyone who has signed a declaration of non-disclosure.

The declarations of non-disclosure shall be retained by the Supplier/Partner for as long as the assignment lasts, and for five years after the conclusion of the assignment.

9. Use of sensitive energy information received in connection with the assignment/collaboration

In the absence of express, written consent from Statnett, sensitive energy information to which Statnett has allowed the Supplier/Partner access may not be used for any purpose other than execution of assignments for / collaboration with Statnett.

10. Notification of changes and undesirable incidents

The Supplier/Partner shall notify Statnett in writing and in advance of any changes in its business that are of significance to the fulfilment of its obligations under the present Agreement.

In the event of incidents which result or may result in sensitive energy information going astray, the Supplier/Partner must notify Statnett without undue delay.

In the event that the Supplier/Partner commences debt negotiations, or the Supplier/Partner files a petition for bankruptcy, the Supplier/Partner must notify Statnett without undue delay. In such situations, the Supplier/Partner must also take steps to prevent sensitive energy information from going astray.

11. Returning and deleting sensitive energy information on the conclusion of assignments

If the nature of an assignment/collaboration changes, the Supplier/Partner must return or delete any and all sensitive energy information that is no longer relevant to the assignment/collaboration. On conclusion of a request for tender, an assignment or the present Agreement, the Supplier/Partner must return any and all documents and/or storage media containing sensitive energy information. Sensitive energy information on storage media belonging to the Supplier/Partner must be deleted in a recognised manner. The return, deletion or shredding of information must be documented for auditing purposes.

12. Audit and inspection

Statnett, or a representative of Statnett, may perform a security audit of the Supplier/Partner to confirm compliance with the present Agreement.

The parties to this Agreement may agree that it is sufficient for a third party to have completed a security audit of the Supplier/Partner. In such cases, Statnett shall have access to reports from the third-party security audits.

The Norwegian Water Resources and Energy Directorate (NVE) may, pursuant to the Energy Act, perform inspections of compliance with provisions concerning the duty of confidentiality, cf. Section 9-3.

13. Breach, entry into effect and alterations

If the Supplier/Partner intentionally, through gross negligence or otherwise negligently breaches this Agreement, Statnett may claim coverage of its financial losses deriving as a result of said breach.

If Statnett and the Supplier/Partner have entered into an associated agreement that contains provisions for limiting the amount in the liability of the Supplier/Partner, such provisions shall take precedence.

In the event of material breach, the Agreement may be rescinded.

The agreement shall enter into force once it is signed by both parties.

The agreement shall remain in force until it is terminated on justifiable grounds by one of the parties on 30 calendar days' notice in writing.

The Supplier/Partner is obliged to comply with the at any one time applicable information security requirements in the regulations. Other amendments and additions to this Agreement must always be made in writing and signed by both parties.
