
Project title:

Water Sector Governance

Annex on Information Security

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH operates an Information Security Management System (ISMS) and is planning certification to ISO/IEC 27001 which will be maintained. Certification always documents implementation of the current version of this standard.

The following information security regulations apply to service delivery:

1 Handling confidential data

Any and all data relating to the contract as well as any other information, such as submitted documents and exchanged information, of which the contractor and its employees become aware in the course of performing the contract, shall be treated as confidential during and beyond the term of the contract. Furthermore, the need-to-know principle applies, i.e. such documents and information may be disclosed and made accessible only to persons to whom this information is absolutely essential for fulfilling their duties. This provision applies even if such documentation and information has not been explicitly designated as secret or confidential. Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior consent of GIZ in text form. Third parties under this provision also include the ultimate commissioning party/client. The contractor is also not permitted to use this data and information for its own purposes.

2 Regulations governing subcontractors

The contractor may only award contracts to completely reliable, qualified and competent tenderers under cost-efficient conditions and on the basis of competition. When conducting procurement, the contractor shall ensure transparency, equality of treatment, the eligibility of tenderers and sustainability. As far as possible, at least three tenders should be obtained.

Procurements above the most recently defined EU threshold for contracts for goods and services are subject to the latest versions of both the Act Against Restraints on Competition (GWB) and the Regulation on the Award of Public Contracts (VgV), if the contractor procures the goods or services in the European Economic Area. For procurements outside the European Economic Area, these rules shall be applied by analogy.

The contractor's obligations to provide work and services shall remain unaffected in the event that the contractor commissions third parties to provide subcontracted work and services. Any subcontracting of work and services by the contractor to third parties shall require GIZ's prior approval in text form, unless the contract stipulates that such work or services be procured by the contractor. The contractor shall undertake to ensure that the subcontractors it uses comply with the provisions of these Terms and Conditions.

3 Reporting security incidents

The contractor shall inform GIZ (informationsecuritymanagement@giz.de) without delay and in an appropriate form about information security incidents which (also) affect GIZ information.

An information security incident is an event that may have – or already has – negatively impacted information security, for example through unauthorised viewing/disclosure of information (loss of confidentiality), modification of information (loss of integrity) or deletion of information/disruption of access to information (loss of availability).

4 Retaining GIZ-related records, contract termination

The contractor shall retain contract-related records and work results, including financial records, for ten years after acceptance of the final report or, as the case may be, of the work. They shall be returned at GIZ's request.

Upon termination of the contract, the contractor shall return any other records, aids, materials and objects, which were passed to the contractor by GIZ on a non-permanent basis as intended, without delay and without being prompted to do so. This provision shall also apply to any copies of such items.

In the above-mentioned cases, the return shall follow a procedure defined by GIZ. GIZ is also entitled to request secure (i.e. not re-constructible) erasure or destruction, either in whole or in part. Evidence of the erasure and the erasing procedure used shall be provided to GIZ upon request, e.g. in a written declaration. There shall be no additional remuneration.

Statutory retention obligations and periods shall remain unaffected by this provision.

5 Qualifications and requirements for the assigned experts

The contractor shall be obliged to assign only such experts as are trustworthy and capable of performing the tasks allocated to them, who have the necessary professional and local knowledge, and are adequately informed of and prepared for the security situation in the country of assignment. The contractor shall ensure that the experts assigned are appropriately informed of the contractual regulations governing information security. If participation by the contractor and/or its experts in special preparatory courses is agreed, the preparation period shall not form part of the period of assignment.

6 Access to information

The contractor may access only the information specified in the context of service delivery by analogue or technical means.

Access to areas and information not thus specified is prohibited.

If necessary, GIZ shall specify how the contractor is to handle metadata (bearing in mind the need-to-know principle relating to confidentiality).

7 Use of devices

When devices are used in the course of performing the contract, the contractor shall ensure that the place of use is properly secured and that unauthorised third parties cannot use them. Measures shall also be taken to ensure that unauthorised third parties cannot see any GIZ-related information (e.g. by applying privacy filters).

8 Right of audit

For the entire duration of the project term, the contractor shall grant GIZ the right to audit the security of the information processed by the contractor.

Unless audits are a response to a specific situation, they may generally be carried out no more than once per year. Before any such audit commences, GIZ shall inform the contractor (in good time) of the initial object and the planned scope of the audit, to enable the contractor to plan accordingly.

In the context of service delivery by the contractor, GIZ has the right to audit the service delivered, including the necessary associated infrastructural, organisational, personnel and technical components. This right of audit can also be exercised by third parties acting on behalf of GIZ.

The contractor shall not be recompensed separately for expenses incurred by supporting/performing GIZ's audits.

9 Minimum requirements for means of authentication/passwords

As a minimum, the contractor shall implement the following requirements for password quality for all accounts with which it accesses/can access GIZ information:

- Passwords shall be at least 10 characters long; passwords for privileged accounts shall be at least 16 characters long.
- Passwords for technical accounts shall be at least 20 characters long if passwords cannot be changed regularly (e.g. using Managed Service Accounts).
- A password shall contain three of these four character types: uppercase letters (A to Z), lowercase letters (a to z), numbers (0 to 9) and special characters (for example !, \$, #, %).
- Passwords that are easy to guess may not be used.
- A password may not be identical to one of the last 10 passwords used.
- Passwords shall be changed regularly.

Multi-factor authentication (at least two factors) shall be used for accounts with administrative permissions.

10 User certificate errors

Measures shall be taken to ensure that certificate errors do not occur when certificates are used.

11 Minimum requirements for data backup

The contractor shall meet the following requirements for the procedure for backing up the processed data:

- The data backup shall enable the technical components/applications required for the service provided to be restored in full in line with the following parameters:
 - Data backup shall take place at least once a week (RPO: seven days).
 - Restoration of all technical components/applications shall not take longer than 48 hours (RTO).
 - Data backups shall be retained for a minimum of 21 days.
- The technical components and the storage location for the data backup shall be sited in two different fire compartments.

12 Key performance indicators

The following key performance indicators relevant to information security are agreed for service delivery and the reports:

- availability of the service 99% during business hours (8:00 – 17:00 local Jordan time)
- Security Incidents
 - No critical security incidents affecting the service.
 - Any security incident shall be reported within 24 hours of detection.
- Access Control
 - User access shall be granted, modified, and removed only with approved authorization.
 - User access rights shall be reviewed periodically to ensure compliance with security requirements

Throughout the entire project term, upon request (no more than once every six months) a report on information security shall be made available to GIZ; GIZ and the contractor shall agree on its contents.

If the key performance indicators described are not achieved, GIZ can make claims for damages or reduce the remuneration, pursuant to the legal regulations.

13 Contractor's ISMS

The contractor shall have an appropriate, documented Information Security Management System (ISMS) installed, which satisfies the ISO/IEC 27001:2022 standard (or its latest subsequent version) or a similar standard. The ISMS shall cover the service to be delivered, including the information to be processed along with the necessary associated infrastructural, organisational, personnel and technical components.

The contractor shall appoint a chief information security officer who has the required expertise, and shall inform GIZ of his/her contact details upon request.

GIZ shall appoint an exclusive contact person to handle all the contractor's questions relating to information security.

14 User management

The contractor's ISMS shall include procedures for the documented award, change, locking, unlocking, deactivation and reactivation of (privileged, internal, external and other) user accounts for the unequivocal identification of authorised persons and for resetting passwords.

These procedures shall include technical measures to protect against brute-force attacks (e.g. locking user accounts after multiple failed attempts at authentication).

The contractor shall ensure that its ISMS implements the following aspects of user management:

- User IDs shall be deactivated if they are no longer needed, or if they will not be needed for more than six months.
- User IDs may be deleted only if the deletion does not entail the risk that existing protocols, log files or other records can no longer be unequivocally matched to a person within the archiving period.
- When non-personal user accounts (e.g. root account, user accounts for IT emergencies) are used, suitable measures shall be in place to ensure that the activities conducted using these accounts can be definitively matched at any time to a particular person taking action or a particular responsible person (automatically if possible).
- Technical user accounts may be used solely by services or scripts. These accounts may not be used by a person.
- Technical user accounts may be configured only with minimum permissions in accordance with the permission concept. The principle of least privilege shall be implemented.
- Privileged user accounts may be used solely for administrative activities.
- When privileged user accounts for external users are created, they shall be set to expire after a maximum period of six months, after which they can be extended if necessary.

- User accounts for external users may be issued for a limited period only, which may not exceed one year. The period shall be based on the term of the contract with the external user. Accounts can be actively renewed as necessary.

The contractor shall ensure that administrative activities are performed only through personal accounts and that these accounts are used solely for administrative purposes.

15 Permission management

The contractor's ISMS shall include a documented procedure for the documented approval, award, change, correction, regular updating and prompt withdrawal of permissions.

The contractor's permission concepts shall be based on the principles of 'need to know' and 'least privilege', and shall be implemented effectively.

In the context of permission management, the requirements for the segregation of duties shall be implemented.

The permission concept shall include technical and organisational measures that ensure the effectiveness of the permission concept.

16 Change and patch management

The contractor's ISMS shall include procedures for test, change and patch management based on common standards (e.g. ITIL), so that secure, regular implementation (at least once every six months), and immediate implementation in response to specific situations, of (security) patches and updates are guaranteed for the service delivered.

17 Segregation of the test and production environments

The contractor's ISMS and the technical measures shall ensure that vulnerabilities, user errors and technical faults in test environments do not pose a risk to the production environment (e.g. by using a firewall to separate the test environment from the production environment).

Test environments shall map all significant features of the respective production environments.

18 Management of security incidents

The process for recognising, prioritising, remedying and documenting security incidents and other disruptions shall include the central recording and evaluation of relevant log data.

19 Vulnerability management

The contractor shall implement a procedure for recognising, evaluating (e.g. CVSS), prioritising, eliminating and documenting vulnerabilities for the service delivered.

The contractor shall report to GIZ every quarter on the recognised vulnerabilities that are relevant to the service to be delivered, and on their evaluation and elimination.

The contractor shall implement a procedure for regular (at least once per year), automated and logged vulnerability scans.

20 Hardening concept

The contractor shall implement a procedure for hardening the technical components. In particular, the procedure shall ensure that:

- unnecessary or unwanted services and interfaces are deactivated,
- unnecessary user IDs are either deactivated or deleted,
- default passwords are changed.

21 Internal audits

The contractor shall implement a procedure which includes regular audits – and audits in response to specific situations – of security measures in order to assess their suitability and effectiveness (for example comparisons of the actual and target states of configurations, firewall rules and penetration tests), and which records the audit results.

After notification by GIZ, the contractor shall allow external penetration tests to be performed either by GIZ or by third parties (no more than once per year).

Deficits identified by internal audits or penetration tests shall be remedied by the contractor without delay. The remedial measures shall be carried out by the contractor without separate remuneration.

22 Administrators' workplaces

The contractor shall ensure that systems can be accessed for administrative purposes only from hardened, monitored workplaces with restricted access.

23 Protection against malware

The contractor shall implement a procedure for the uninterrupted protection of technical components against malware and a response concept for large-scale malware attacks (e.g. ransomware).

24 Data backup concept

The contractor shall implement a procedure for data backup, which includes regular and documented tests of the restoration of data backups.

25 Segregation of clients

The contractor shall implement a technical procedure for segregating clients, which ensures that the information and processing contexts of different clients are kept separate.

26 Managing means of authentication

The contractor shall implement a procedure to be used for securely changing, sending and receiving, saving and storing means of authentication (e.g. passwords), and a regulation governing secure management of the means of authentication (e.g. passwords).

Any misuse of means of authentication shall be regarded as a security incident and dealt with accordingly.

27 Erasure concept

The contractor shall implement a procedure for the return, the complete (i.e. not re-constructible) erasure and the destruction of data, so that data classified by GIZ as 'no longer needed' are erased without delay, provided that they are not subject to any statutory or contractual retention or waiting periods, and erasure is possible with reasonable technical effort.

This procedure shall be applied in particular to GIZ information upon the scheduled or unscheduled termination of service delivery.

Upon request, GIZ shall be provided with a declaration or other evidence of the erasure. Evidence of the erasure procedure shall be provided upon request.

28 Secure firewall operation

The contractor shall implement a suitable procedure which ensures that all firewalls are operated with minimum rules (whitelisting).

The rules shall be documented and the current status of the firewalls' rule configuration shall be regularly compared with the documented target status.

29 Use of cryptography – cryptography concept

The contractor shall implement a procedure which includes the effective use of cryptography and key management to protect the confidentiality, authenticity and integrity of information.

During transmission and saving of GIZ data, the contractor shall ensure appropriate encryption (both in transit and at rest).

Communication via non-trustworthy connections (e.g. Wi-Fi, internet) in particular shall be appropriately encrypted.

The contractor's encryption protocols and procedures shall apply the latest technology.

30 IT emergency management

The contractor shall have an appropriate, documented IT emergency management installed which covers the service to be delivered, including the information to be processed along with the necessary associated infrastructural, organisational, personnel and technical components.

The contractor's IT emergency management shall be subject to a continuous improvement process.

As a minimum, the IT emergency management shall cover the following scenarios:

- failure of a building

- failure of a computer centre
- failure of the communication infrastructure.

Emergency tests for these scenarios shall be regularly performed and documented. The results of the emergency tests shall be used for making improvements.