



NIS 2 ART. 21(2)(D)

Questionnaire fournisseur NIS 2

Un questionnaire ouvert et ancré dans le droit de l'UE pour l'évaluation des fournisseurs au titre de NIS 2

Profil du fournisseur	16 champs
Pratiques de sécurité	28 champs
Logiciel en tant que service (SaaS)	2 champs
Logiciel installé chez le client (on-premise)	4 champs

Chaque question indique sa source au niveau de l'UE : le règlement d'exécution (UE) 2024/2690, la Technical Implementation Guidance de l'ENISA, le RGPD ou le Cyber Resilience Act. Lorsqu'elle sert des mesures de l'annexe A de l'ISO/IEC 27001:2022, celles-ci figurent à côté. Chaque fournisseur répond à 21 questions ; chacune des autres indique la réponse dont elle dépend. Cela découle de ce à quoi le fournisseur accède chez ses clients : leurs données, leurs systèmes, leurs locaux, ou les logiciels qu'il exploite ou livre. Les compléments sectoriels (TISAX, VDA ISA, BSI C5, KRITIS) s'ajoutent à cette base.

Source : github.com/NISD2/nis2-supply-chain-questionnaire-schema (MIT + CC BY 4.0)

OPEN SOURCE

NISD2.euwww.nisd2.eu

Licence : MIT
(schéma) +
CC BY 4.0
(contenu). Libre
d'utilisation, de
fork et
d'adaptation.

1. Profil du fournisseur

16 champs

Raison sociale

STRING · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2

Le nom enregistré de votre entreprise, tel qu'il figure au registre du commerce. Exemple : Müller GmbH ou Acme Software Ltd.

Adresse du siège social

STRING · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2

L'adresse commerciale enregistrée de votre entreprise. Une seule adresse suffit, même si vous avez plusieurs sites.

Pays

COUNTRY · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2

Le pays où votre entreprise est légalement établie. Deux lettres, par exemple DE pour l'Allemagne.

Domaine principal

DOMAIN · FACULTATIF · BASE JURIDIQUE: CIR 2024/2690 §5.2(A)

Votre domaine principal, généralement l'URL de votre site web. Exemple : acmesoftware.com.

Description of services provided

TEXT · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2(B) · ISO/IEC 27001:2022 A.5.19, A.5.22

One paragraph on what you deliver to customers: concrete products, services or work, not marketing. Examples: "Office cleaning three evenings a week, with keys to the building" or "Payroll accounting for up to 200 employees".

Nom du contact sécurité

STRING · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2(A) · ISO/IEC 27001:2022 A.5.20, A.5.24

La personne que les clients contactent lors d'un incident de sécurité. Dans les petites entreprises, souvent le directeur général ou le responsable informatique. Une seule personne suffit.

E-mail de contact pour les incidents

EMAIL · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2(A) · ISO/IEC 27001:2022 A.5.20, A.5.24

Adresse e-mail que les clients utilisent pour signaler un incident de sécurité. Idéalement une liste de diffusion comme security@example.com qui atteint plusieurs personnes.

Incident contact phone

PHONE · FACULTATIF · BASE JURIDIQUE: CIR 2024/2690 §5.2(A) · ISO/IEC 27001:2022 A.5.20, A.5.24

Phone number for urgent incident reports. Add the hours it is answered in brackets; round-the-clock cover is not expected.

How fast you inform customers of an incident (hours)

INTEGER · FACULTATIF · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(D) · ISO/IEC 27001:2022 A.5.20, A.5.24

At most this many hours after you notice a security incident that affects a customer, for example a data leak, a hacked account or a lost key. A customer under NIS 2 must send its authority an early warning within 24 hours of becoming aware of a significant incident (Art. 23(4)(a) NIS 2), so a promise of 24 hours or less helps them most. Give a value you keep.

Nous fournissons des services SaaS / hébergés

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2(B) · ISO/IEC 27001:2022 A.5.19, A.5.22, A.5.23

Vous exécutez des logiciels pour les clients sur votre propre infrastructure et les livrez via internet. Cochez plusieurs cases si vous proposez plusieurs modèles.

Nous livrons des logiciels on-premise

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2(B) · ISO/IEC 27001:2022 A.5.19, A.5.22

Vous livrez des logiciels que les clients installent et exécutent sur leur propre infrastructure.

Nous fournissons des services gérés / MSP

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.2(B) · ISO/IEC 27001:2022 A.5.19, A.5.22

Vous exploitez pour le client une partie de son informatique, avec votre propre personnel. Typique des modèles MSP et MSSP.

We process or store our customers' data

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: ENISA TIG §5.1.2 · ISO/IEC 27001:2022 A.5.19

Tick yes if you hold or handle your customers' data or documents, electronically or on paper, for example in software, a data centre, a ticket system, accounting or an archive.

Pays / régions où les données des clients sont traitées

STRING · CONDITIONNEL · BASE JURIDIQUE: ENISA TIG §5.1.4 TIPS · ISO/IEC 27001:2022 A.5.20, A.5.23, A.5.34

Seulement si: We process or store our customers' data = Oui

Tous les pays où les données de vos clients sont stockées ou traitées. Séparés par des virgules, codes pays ISO. Exemple : DE, NL, US. Si vous traitez entièrement au sein de l'UE, lister les pays de l'UE suffit.

We access our customers' systems

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: ENISA TIG §5.1.2 · ISO/IEC 27001:2022 A.5.19

Tick yes if you can sign in to your customers' systems, remotely, as an administrator or on site, for example for maintenance, support or operations.

Our staff enter our customers' premises

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §11.1.2(A); §13.3.2(B) · ISO/IEC 27001:2022 A.5.19

Tick yes if your staff or subcontractors go into a customer's offices or buildings, escorted or not, for example for cleaning, maintenance, repairs, deliveries into the building or on-site support. Holding keys, badges or door codes counts.

2. Pratiques de sécurité

28 champs

Staff who work for customers are instructed in security when they start and at regular intervals

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(B) · ISO/IEC 27001:2022 A.6.3

Tick yes if everyone who works for customers learns the security rules that apply to them when they start, and again at regular intervals, for example in a short briefing, an e-learning course or written rules they sign.

We accept audits by customers or provide audit reports

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(E) · ISO/IEC 27001:2022 A.5.20, A.5.22

Tick yes if you either let customers audit you or give them audit reports instead (for example SOC 2, ISAE 3402).

We use subcontractors to deliver our service

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(G) · ISO/IEC 27001:2022 A.5.20, A.5.21

Tick yes if other companies help you deliver your service and in doing so reach customer data, systems or premises. Examples: a cloud host such as AWS or Azure, a payment provider, or a subcontracted crew that works on site.



List of subcontractors

TEXT · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(G) · ISO/IEC 27001:2022 A.5.20, A.5.21

Seulement si: We use subcontractors to deliver our service = Oui

Every subcontractor with name, location and what they do for you. One per line is enough. Update it whenever you add or remove one.

We bind subcontractors to comparable security requirements

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(G) · ISO/IEC 27001:2022 A.5.20, A.5.21

Seulement si: We use subcontractors to deliver our service = Oui

Tick yes if your contracts with subcontractors contain security requirements that match what your customers ask of you, for example on incidents, access and data handling.

We inform customers of material changes, including where their data is processed

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: ENISA TIG §5.1.4 · ISO/IEC 27001:2022 A.5.22

Tick yes if you tell customers before anything material changes in how you deliver: a takeover, a new subcontractor, another hosting provider, or a new country where their data is processed.

On request, we tell customers about security incidents that affected customers

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: ENISA TIG §5.1.2 · ISO/IEC 27001:2022 A.5.22

Tick yes if, when a customer asks, you say openly whether and which security incidents affecting customers you had in the past.

We give customers the information their authority asks for

BOOLEAN · OBLIGATOIRE · BASE JURIDIQUE: ENISA TIG §5.1.4 · ISO/IEC 27001:2022 A.5.20, A.5.31

Tick yes if you give your customers the information their supervisory authority asks for after an incident or during an audit. Unless you are an essential or important entity under NIS 2 yourself, you owe that authority nothing directly; the duty is your customer's, and you help them meet it.

Everyone who works for our customers is bound to confidentiality

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: ENISA TIG §5.1 TIPS; CIR 2024/2690 §10.3.2 · ISO/IEC 27001:2022 A.6.6

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Our staff enter our customers' premises = Oui

Tick yes if everyone who works for customers has signed a confidentiality commitment, in the employment contract or a separate agreement, or is bound by professional secrecy by law.

We check that staff who get access at customers are suitable

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §10.2.1 · ISO/IEC 27001:2022 A.6.1

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Our staff enter our customers' premises = Oui

Tick yes if, before they start, you check that people who will have access to customer data, systems or premises (key holders, for example) are suitable for that role, as far as employment and data protection law allow: references, for example, or a criminal record certificate where lawful and needed for the role. Checking every member of staff is not expected.

At contract end we hand back or destroy what we hold of the customer

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(H); §5.1.2(D) · ISO/IEC 27001:2022 A.5.11, A.8.10

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Our staff enter our customers' premises = Oui

Tick yes if your contract commits you to hand back the customer's data in a usable, documented format (for example CSV or JSON) and then delete it, return keys, badges and documents, and close accounts you had with them.

Data processing agreement (Art. 28 GDPR)

ENUM · CONDITIONNEL · BASE JURIDIQUE: GDPR ART. 28(3); ART. 4(7) · ISO/IEC 27001:2022 A.5.34

Seulement si: We process or store our customers' data = Oui

Needed when you process personal data on a customer's behalf and on their instructions (Art. 28(3) GDPR). Some professions are controllers by law and sign none, in Germany tax advisers (§ 11(2) StBerG).

- ☐ Yes, we offer a standard DPA
- ☐ Not needed: we are an independent controller (for example a tax adviser)
- ☐ Not needed: we process no personal data for customers
- ☐ No

Customer data we hold electronically is encrypted

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(C); §9.2(A) · ISO/IEC 27001:2022 A.8.24

Seulement si: We process or store our customers' data = Oui

Tick yes if customer data is encrypted wherever you store it electronically: on servers, laptops, phones and backups, for example with BitLocker, FileVault or your cloud provider's disk encryption.

Customer data we send is encrypted in transit

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(C); §9.2(A) · ISO/IEC 27001:2022 A.8.24

Seulement si: We process or store our customers' data = Oui

Tick yes if your websites and interfaces use HTTPS with TLS 1.2 or higher, and files go to customers through an encrypted portal or encrypted email.

We run a documented information security management system (ISMS)

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(A) · ISO/IEC 27001:2022 A.5.1

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui ou Nous fournissons des services gérés / MSP = Oui

Tick yes if you have a written information security policy with assigned roles, regular reviews and documented incident handling. ISO/IEC 27001 certification, also on the basis of IT-Grundschutz, implies yes.

We hold a current security certificate or audit report that covers the service we deliver to customers

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(A); ENISA TIG §5.1.2 · ISO/IEC 27001:2022 A.5.19, A.5.22

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui ou Nous fournissons des services gérés / MSP = Oui

Counts: ISO/IEC 27001 (also on the basis of IT-Grundschutz), a BSI C5 attestation, a TISAX label, a SOC 2 Type II or ISAE 3402 report, or a European cybersecurity certificate. Tick yes only if its scope covers the service you deliver to customers.

Certificate or report: standard, issuer, valid until, scope

TEXT · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(A); ENISA TIG §5.1.2 · ISO/IEC 27001:2022 A.5.22

Seulement si: We hold a current security certificate or audit report that covers the service we deliver to customers = Oui

Copy the scope as it is printed on the certificate or report. Several? One per line.

We install security updates promptly and follow up known vulnerabilities

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(F) · ISO/IEC 27001:2022 A.8.8

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui ou Nous fournissons des services gérés / MSP = Oui

Tick yes if you have a set routine for security holes in the systems and software you use for customers: you learn about them, judge how urgent they are, and install the update or take another measure in time.

We have a written plan for security incidents

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(A); §3.1 · ISO/IEC 27001:2022 A.5.24, A.5.26

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui ou Nous fournissons des services gérés / MSP = Oui

Tick yes if a written plan sets out how you handle a security incident: who decides, who informs customers and who documents.

We have a written plan for outages, including backups

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(C); §4.1; §4.2 · ISO/IEC 27001:2022 A.5.29, A.5.30, A.8.13

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui ou Nous fournissons des services gérés / MSP = Oui

Tick yes if a written plan says how you keep working or restart after an outage, including backups of the data you hold for customers, kept apart from the live systems and test-restored. It names your critical systems, the fallback, and how long an outage may last and how much data may be lost at most.

All internal administrator accounts are protected with a second factor

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(A); §11.7 · ISO/IEC 27001:2022 A.8.5, A.8.2

Seulement si: We process or store our customers' data = Oui ou We access our customers' systems = Oui ou Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui ou Nous fournissons des services gérés / MSP = Oui

Tick yes if every account with administrator rights in your own systems (email, cloud, servers, accounting) needs a second factor to sign in, such as an authenticator app or a security key. Codes by SMS count but are the weakest option.

The systems we use to serve customers are security tested by an independent party

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(A); §6.5 · ISO/IEC 27001:2022 A.8.29, A.8.8

Seulement si: Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui ou Nous fournissons des services gérés / MSP = Oui

Tick yes if an independent party tests these systems for security holes, as often as your risk calls for. A penetration test and an external vulnerability scan both count.

We develop to defined secure development rules

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(A) · ISO/IEC 27001:2022 A.8.25, A.8.28

Seulement si: Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui

Tick yes if your development follows set rules, for example a review before every change goes live, dependencies kept up to date, tests, and a check for known vulnerabilities. Asked only of suppliers who run software as a service or ship software.

We publish how to report a security hole to us

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(F); CRA ANNEX I PART II(5), (6) · ISO/IEC 27001:2022 A.8.8, A.5.21

Seulement si: Nous fournissons des services SaaS / hébergés = Oui ou Nous livrons des logiciels on-premise = Oui

Tick yes if your website says how to report a security hole and what you then do, for example in a security.txt file (RFC 9116). From 11 December 2027 the Cyber Resilience Act requires such a policy and a contact address from makers of software products.

Access to customer systems uses personal accounts with a second factor

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(A); §11.3.2(A); §11.5.2(B) · ISO/IEC 27001:2022 A.8.2, A.8.5, A.5.16

Seulement si: We access our customers' systems = Oui

Tick yes if everyone who signs in to customer systems uses their own account with a second factor, including remote maintenance tools such as TeamViewer; nobody shares a login.

Administrative access to customer systems is logged

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(A); §3.2.3(E) · ISO/IEC 27001:2022 A.8.15

Seulement si: We access our customers' systems = Oui

Tick yes if it is recorded who accessed your customers' systems with administrator rights, and when, so it can be traced afterwards. Recording whole sessions is not expected.

We keep track of the keys, badges and codes customers give us

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(A); §11.2.2(D); §13.3.2(B) · ISO/IEC 27001:2022 A.7.2, A.5.11, A.5.18

Seulement si: Our staff enter our customers' premises = Oui

Tick yes if you always know who holds which key, badge or code, take it back when someone leaves or changes job, and tell the customer without delay when one is lost.

Our staff on customer premises follow written rules of conduct

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: ENISA TIG §5.1 TIPS; CIR 2024/2690 §8.1.1 · ISO/IEC 27001:2022 A.7.2, A.7.7, A.6.3

Seulement si: Our staff enter our customers' premises = Oui

Tick yes if your staff have written rules for working at customers, for example: let no one in, leave screens, devices and documents alone, report anything unusual to the customer.

3. Logiciel en tant que service (SaaS)

2 champs

Customers can protect their accounts with a second factor

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.2(C); §11.7 · ISO/IEC 27001:2022 A.8.5, A.5.23

Seulement si: Nous fournissons des services SaaS / hébergés = Oui

Tick yes if your application offers sign-in with a second factor (an authenticator app, a security key or a one-time code), at least for your customers' administrators. Your own internal admin accounts are a separate question under security practices.

Longest outage until your service is restored (hours)

INTEGER · CONDITIONNEL · BASE JURIDIQUE: ENISA TIG §5.1 TIPS · ISO/IEC 27001:2022 A.5.30, A.5.23

Seulement si: Nous fournissons des services SaaS / hébergés = Oui

The most hours your service may be unavailable before it is restored. Give a value you keep.

4. Logiciel installé chez le client (on-premise)

4 champs

Until when you supply security updates for the version you deliver

STRING · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §6.1.2(B); CRA ART. 13(19) · ISO/IEC 27001:2022 A.5.21

Seulement si: Nous livrons des logiciels on-premise = Oui

Month and year, or the rule you apply. From 11 December 2027 the Cyber Resilience Act requires manufacturers to state this date at the time of purchase.

Deadline for security updates for critical vulnerabilities (hours)

INTEGER · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §5.1.4(F); CRA ANNEX I PART II(2) · ISO/IEC 27001:2022 A.8.8

Seulement si: Nous livrons des logiciels on-premise = Oui

Hours from a critical vulnerability becoming known to your fixed release. From 11 December 2027 the Cyber Resilience Act requires manufacturers to fix vulnerabilities without delay.

Customers can get a Software Bill of Materials (SBOM)

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §6.1.2(C); CRA ANNEX I PART II(1) · ISO/IEC 27001:2022 A.5.21

Seulement si: Nous livrons des logiciels on-premise = Oui

Tick yes if you give customers an SBOM for your releases (CycloneDX or SPDX). From 11 December 2027 the Cyber Resilience Act requires manufacturers to keep an SBOM in the technical documentation of products with digital elements; handing it to customers is up to you.

Releases and updates are signed

BOOLEAN · CONDITIONNEL · BASE JURIDIQUE: CIR 2024/2690 §6.6.1(C); CRA ANNEX I PART II(7) · ISO/IEC 27001:2022 A.5.21

Seulement si: Nous livrons des logiciels on-premise = Oui

Tick yes if every release and update carries a signature your customers can check before installing, for example Sigstore, Authenticode or PGP.