

Pakistan National PKI

Agreement Terms and Conditions for Local Registration Authority (LRA)



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1 Definitions

The following definitions are used throughout this agreement.

"Certificate" means an electronic document that uses a digital signature to connect a public key with an identity (person or organization) and, at least, states a name or identifies the issuing certificate authority, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a digital signature of the issuing certificate authority.

"Certificate Application" means a request to a CA for the issuance of a Certificate.

"**Certification Authority**" or "CA" means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, CA shall mean ECAC.

"Certificate Policy" or "CP" means a document, as revised from time to time, representing the set of rules that indicates the applicability of a Certificate issued by ECAC to a subscriber.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing Certificates. ECAC CPSs are published at public repository at the address at https://ecac.pki.gov.pk

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, trademarks, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Public Key Infrastructure" or "PKI" means a set of hardware, software, people, procedures, rules, policies, and obligations used to facilitate the trustworthy creation, issuance, management, and use of Certificates and keys based on Public Key Cryptography. In the context of this agreement, PKI shall refer to the PKI operated by ECAC to enable the deployment and use of Certificates issued by the Subordinate CAs.

"Local Registration Authority" or "LRA" refers to the organization entering into this agreement with ECAC.

"Local Registration Authority Manual" or "LRA Manual" refers to LRA document delivered by ECAC to the LRA and that lists the core operational processes of the LRA.

"Registration Authority" or "RA" means a Legal Entity that is responsible for identification and authentication of subjects of Certificates, but is not a CA, and hence does not sign or issue Certificates. An RA may assist in the certificate application process or revocation process or both. When "RA" is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA. In the context of this Agreement, the RA





term refers to ECAC internal RA that is responsible for exposing and fulfilling the certifications services from Subordinate CAs.

"Relying Party" Any Natural Person or Legal Entity that relies on a valid Certificate.

"**Repository**" A trustworthy system for storing and retrieving certificates or other information relevant to certificates. ECAC's public repository is accessible at the address at https://ecac.pki.gov.pk

"**Services**" mean, collectively, the services offered by ECAC to Subscribers for the provision of digital certificate issuance and revocation services together with the related supporting functions.

"**Subscriber**" means natural person to whom a Certificate is issued and who is legally bound by a Subscriber Agreement.

"**Subject**" means the device, system, unit, or legal Entity identified in a Certificate as the Subject. In the context of this agreement, the Subject means the natural person that is part of the user base managed by the LRA and for which certificates will be requested and issued by the ECAC's Subordinate CAs.

"**User base**" means the list of subscribers under the responsibility of the LRA. Refer to the Subscriber definition.

2 Service Provided by ECAC

ECAC provides natural person certificate management functions to the LRA entering to this agreement through a web-based service referred as the ECAC Web RA portal.

ECAC shall enroll the LRA to the Web RA portal to enable LRA officers (i.e., LRAO) to authenticate to the Web RA portal with multi-factor authentication and take advantage of the following functionalities:

- Ability to enroll the LRA user base and to personalize PKI tokens for them,
- Ability to request from the relevant Subordinate CAs (i.e., Client Auth CA and S/MIME CA) certificates to the LRA user base and,
- Ability to submit certificate revocation requests related to certificates issued by the relevant Subordinate CAs to the LRA user base.

ECAC ensures that these functionalities are only exposed to an authenticated LRAO.

ECAC ensures the availability of the Web RA portal as a 24 × 7 service. The Web RA portal processes instantly certificate management requests triggered by the LRAO.

ECAC ensures that certificate revocation status check services are exposed to relying parties through Certificate Revocation Lists (CRL) and Online certificate Status Protocol (OCSP).



ECAC

ECAC publishes Information about its Subordinate CAs Certificates, CRLs and applicable CP & CPS documents on a repository that is available 24 × 7 and publicly accessible at https://ecac.pki.gov.pk.

ECAC ensures the availability of a support service to the LRA and the LRAO. This support service is available during normal business hours through the following contact details:

3 Contact Information

The following address is where you can get in touch with the ECAC PMA.

Policy Management Authority
Electronic Certification Accreditation Council (ECAC),
5th Floor NTC HQ Building, G-5/2,
Islamabad, Pakistan
Tel: +92 51 9245739

Email: ecac.certification.info@pki.gov.pk

The PMA accepts feedback regarding this Agreement only when they are addressed to the contact above.

4 Right to use ECAC Services

After the fulfilment of the relevant contractual obligations, including the signature of this agreement, ECAC shall enrol the LRA and the LRAO to the Web RA portal. The LRA will then be granted the right to use the ECAC services as set forth in this agreement. The LRA shall use the ECAC services only for the purposes that are permitted by this agreement and the relevant CPSs.

5 Local Registration Authority (LRA) Obligations

- According to the terms of this agreement, LRA obligations shall be carried out in alignment with the latest applicable CPSs and the LRA manual they received from ECAC.
- The LRA is prohibited from outsourcing any aspect of the LRA function.
- The LRA delegates functional duties to staff referred to as the LRA officers (LRAO).
- The LRA shall ensure that each LRAO is registered at ECAC as an LRA delegate, he
 undergone the necessary screening checks and is competent to carry out verification
 duties.
- The duties of the LRAO shall be consistent with the applicable CPS and the LRA manual received from ECAC. The LRA shall be responsible for training each LRAO to PKI and to his duties as set forth in the LRA manual.



- The LRAO shall be the point of contact between the LRA user base and ECAC. The
 LRAO shall be responsible for collecting the documentation and supporting evidence
 necessary to validate the identity of the users and the legitimacy of their certification
 and revocation requests. This includes the supporting evidence that may be
 requested from end users (i.e., certificate subscribers).
- The LRAO shall ensure subscribers duties are fulfilled in relation to the protection and the usage of subscriber's certificates and as per the provisions of the applicable CPS.
- The LRAO shall collect and provide accurate and complete information to ECAC when requesting a certificate.
- The LRAO shall refrain from submitting to ECAC any material that contains statements that violate any Pakistani laws, any obligations listed in this agreement or any LRA related obligations listed in the applicable CPS. This includes no misleading information within the Subject:organizationName and the Subject:organizationalUnitName attributes.
- The LRA shall ensure all measures are taken by LRAOs to maintain the confidentiality of subscribers' identification information (and relevant collected evidence) and shall comply with the related provisions from the applicable CPS. Secure storage shall be used, must be locked and access to it shall only be permitted to the LRAOs. All this information shall be retained as long as they are required to be retained after it was used during the certificate management process execution.
- The LRAO shall forward certification/revocation requests to the relevant Subordinate CAs (i.e., Client Auth CA & S/MIME CA) soon after the verification and validation procedures were executed successfully.
- Where applicable, The LRA shall ensure that users perform the personalization of PKI tokens according to the procedures listed in the LRA manual, using key length and algorithms as listed and supported by the applicable CPS.
- The LRA shall ensure that PKI awareness on how to use the PKI token securely is executed towards the users using any channels fit for the organization.
- The LRAO shall maintain a register for all the processed certification and revocation applications including all exchanged data, documents, and communications. The register shall be always accessible on demand to ECAC.
- The LRA shall be responsible for fulfilling a regular oversight on the actions performed by each LRAO and ensure that the procedures listed in the applicable CPS and the LRA manual are continuously followed. The LRA shall ensure that identified breaches are timely discussed with ECAC and corrective actions agreed and executed when warranted by ECAC.
- The LRA accepts that ECAC performs regular audit activities on the LRA operations. Audit plans will be communicated by the ECAC and the LRA shall ensure its staff and LRAOs collaborate effectively during the execution of the audit activities.



6 Disclaimer of Warranty

Within the limitations of the laws, ECAC cannot be held liable (except in case of fraud or deliberate abuse) for:

- Profit loss.
- Loss of data,
- Indirect damage that is the consequence of or related to the use, provisioning, issuance or non-issuance of certificate or digital signatures,
- Any liability incurred because of the LRA or the LRA's user base (i.e., certificate subscribers) violating any Pakistani laws, any obligations listed in this agreement or any LRA related obligations listed in the relevant CPS.

7 Term and Termination

This agreement shall terminate at the earliest when:

- Termination at convenience which will happen at the expiry date of the last certificate issued to the LRA user base (subscribers),
- Failure by the LRA to perform any of its material obligations under this LRA Agreement.
- Upon termination of this LRA Agreement for any reason.

7.1 Effect of Termination

Upon termination of this LRA Agreement for any reason, ECAC may revoke the subscriber's certificates in accordance with corresponding CPS.

8 Miscellaneous Provisions

8.1 Governing Laws

The laws of the Islamic Republic of Pakistan shall govern the enforceability, construction, interpretation, and validity of the present Agreement.

8.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, oral or written, between the parties.



8.3 Dispute Resolution

All disputes associated with the provisions of the ECAC services, shall be first addressed by the PMA (i.e., Legal function). If mediation by the PMA (i.e., Legal function) is not successful, then the dispute will be adjudicated by the relevant courts of the Islamic Republic of Pakistan.

8.4 Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

8.5 Force Majeure

ECAC shall not be liable for any losses, costs, expenses, liabilities, damages, or claims arising out of or related to delays in performance or from failure to perform its obligations if such failure or delay is due to circumstances beyond ECAC's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services.



9 Signature

Official Representative Name:				
$\hfill\Box$ I hereby acknowledge that I have read, understand, and agree to the terms and conditions of this LRA agreement				
Official Representative Signature	Stamp			