

Queensland Government Chief Information Office



Queensland Government Enterprise Architecture PKI Framework

Queensland Government Device Policy Certification Authority T2C35 Subscriber Agreement

Version 1.0

Approved on behalf of the CAO



Signature

CITEC

Organisation

DOUG SIOLANI

Name

DIRECTOR, CLIENT SERVICES

Title

23/08/2010

Date

Approved on behalf of the QGPKIPA



Signature

CHRISTOPHER GOM.

Name

Chair

Title

24/08/2010.

Date

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1 Purpose of this Document

1. The purpose of this document is to set out the terms and conditions of an agreement made between:
 1. The Certification Authority Owner (CAO), in this case Queensland Government as represented by the Department of Public Works (“Us”); and
 2. The Subscriber (“You”).
2. The Subscriber is an entity, whether an individual or organisation, to whom Certificates are issued.
3. This Agreement recognises the CAO being responsible for issuance of Certificates binding Private Keys to CAs operated by the Subscriber.
4. This Agreement exists to document Your obligations in relation to the application for, issuance of, and expiry or revocation of Certificates provided by Us. In most cases any liability (legal or otherwise) that arises from the use of a Certificate lies with the Relying Party and, in fewer cases, with You. In the few cases where any liability is attributed to Us, this liability is limited by the terms of this Agreement.

2 Background

5. The Queensland Government Public Key Infrastructure Policy Authority has accredited CITEC to provide limited certification services to, or for the purposes of, Queensland Government agencies including entities recognised by Queensland Government.
6. All documents referred to in this Agreement are published and available in the Repository at <http://T2C35.pki.qld.gov.au/T2C35/>

3 Contact Details

7. The contact details for the QGPKIPA are
 - Department of Public Works
 - Attn: QGPKIPA Chair
 - c/- QGPKIPA Secretariat
 - GPO Box 279
 - Brisbane QLD 4001, Australia

qgpkipa@qld.gov.au

4 Agreement Formation

4.1 Parties to this Agreement

8. This Agreement is made between:
 1. The CAO; and
 2. The Subscriber.
9. Where both parties to this Agreement are separate agencies of the same legal entity then this Agreement shall be interpreted as a Memorandum Of Understanding.

4.2 Term of this Agreement

10. This Agreement comes into effect upon acceptance by You. If You perform either of the following actions, it shall act as an acknowledgement of receipt and acceptance of both the Certificate and associated Keys, and this Agreement:
 1. first use of a User Credential allowing access to the Private Key; or
 2. first use of the Private Key following the issuing of the Certificate.
11. This Agreement terminates upon expiration or Revocation of the Certificate, or upon the end of Subscription as set out in Section 7.5 or upon Notice as set out in Section 8.

4.3 Changes to this Agreement

12. We may make changes to this Agreement, the Certificate Policy (CP), and the Certification Practice Statement (CPS) as specified in each of these documents. We will notify You of these changes through publishing a Notice on the Repository as set out in Section 8.
13. If You continue to use the Private Key or Certificate beyond the date on which a change is specified to take effect, that change will be deemed to have been accepted.
14. If You do not wish to accept a change, You must notify Us before the date on which that change is specified to take effect and You must not use the Private Key or Certificate on or after the date on which that change is specified to take effect.

4.4 Governing Law

15. This Agreement is governed by, and is to be construed in accordance with, the laws from time to time in force in the State of Queensland. The parties agree to submit to the courts having jurisdiction in the State of Queensland.

4.5 Compliance with Applicable Law

16. You agree to abide by the provisions of all applicable Commonwealth, State, Territory, or Local Government laws that relate to the subject matter of this Agreement.

4.6 Survival of Terms

17. Sections of this Agreement that relate to Intellectual Property rights, safety, integrity, accuracy of information, confidentiality, right to information, privacy, insurance, warranty, liability, and indemnity will survive the expiration or termination (for whatever reason) of this Agreement.

4.7 Severability

18. If any part of this Agreement is void or voidable, then that part is severed from the Agreement but without affecting the continued operation of the remainder of the Agreement.

4.8 Waiver

19. A waiver in respect of a breach of a term of this Agreement shall not be taken as a waiver in respect of any other breach. The failure of any party to enforce a term of this Agreement shall not be interpreted as a waiver of that term.

5 Interpretation

5.1 Definitions

20. Subject to the definitions in Section 5.1 paragraph 21, unless the context requires otherwise, terms, expressions, and abbreviations used in this Agreement shall have the meaning given in the public document “Queensland Government Public Key Infrastructure Definitions and References”, published under <http://pki.qld.gov.au/>
21. Within this Agreement, unless the context requires otherwise the following definitions shall apply.

Term	Definition
<i>Agreement</i>	This Subscriber Agreement along with any terms incorporated by reference within this document
<i>Business Day</i>	Any day other than a Saturday, Sunday, or public holiday (including public service holidays) within Queensland
<i>CA</i>	see Certification Authority
<i>CA-certificate</i>	A Certificate for a CA
<i>CAO</i>	Certification Authority Owner
<i>Certificate</i>	An electronic document signed by the Certification Authority which: <ol style="list-style-type: none"> 1. identifies either an individual, a device, or an authorised party; and 2. binds the Subject to a Key Pair by specifying the Public Key of that Key Pair
<i>Certificate Policy (CP)</i>	RFC3647 defines a Certificate Policy as “A named set of rules that indicates the applicability of a Certificate to a particular community and/or class of application with common security requirements”.
<i>Certificate Revocation List (CRL)</i>	A signed, time stamped list of serial numbers of Certificates that have been revoked
<i>Certificate Status</i>	The state of a Certificate at any point in time, being: <ol style="list-style-type: none"> 1. valid (not Revoked or Suspended or expired); 2. Suspended; 3. Revoked; 4. expired; or 5. Unknown
<i>Certificate Status Services</i>	The services available to determine Certificate Status
<i>Certification Authority (CA)</i>	An entity authorised to issue Certificates
<i>Certification Practice Statement (CPS)</i>	A statement of the practices that a CA employs in managing the Certificates it issues
<i>CP</i>	see Certificate Policy
<i>CPS</i>	see Certification Practice Statement
<i>CRL</i>	see Certificate Revocation List
<i>Digital Signature</i>	An electronic signature created using a Private Key
<i>End Entity Certificate</i>	A Certificate which is not a CA-certificate
<i>Key</i>	A string of characters used with a cryptographic algorithm to perform cryptographic transformations
<i>Key Pair</i>	A pair of asymmetric cryptographic Keys consisting of a Public Key and a Private Key
<i>keyUsage</i>	An extension that defines the purpose of the Key contained in a Certificate
<i>Notice</i>	A communication from one party to another party as described in Section 8
<i>OCSP</i>	see Online Certificate Status Protocol
<i>Online Certificate Status Protocol (OCSP)</i>	A protocol for providing Relying Parties with real-time Certificate Status
<i>PA</i>	Policy Authority
<i>PKI</i>	see Public Key Infrastructure

Term	Definition
<i>Private Key</i>	That Key of an entity's Key Pair which should only be used by that entity, and should not be disclosed to any other entity
<i>Public Key</i>	That Key of an entity's Key Pair which can be made public
<i>Public Key Infrastructure (PKI)</i>	The combination of hardware, software, people, policies, and procedures needed to create, manage, store and distribute Keys and Certificates based on public Key cryptography
<i>QGPKI</i>	Queensland Government Public Key Infrastructure
<i>QGPKIPA</i>	Queensland Government Public Key Infrastructure Policy Authority
<i>RA</i>	Registration Authority
<i>Relying Party Agreement</i>	An agreement between the Certification Authority Owner and a Relying Party
<i>Revocation</i>	The process undertaken by the CA to invalidate a Certificate
<i>Suspension</i>	The process undertaken by the CA to reversibly invalidate a Certificate
<i>User Credential</i>	Shared secret, password, PIN, or other authentication information

5.2 Rules of Interpretation

22. The following rules of interpretation shall apply to this Agreement:
1. headings are for convenience only and do not affect interpretation;
 2. a reference to:
 - legislation is a reference to that legislation as amended, re-enacted, or replaced, and includes any subordinate legislation issued under it;
 - a Section is a reference to all of its sub-sections;
 - a document or agreement is a reference to that document or agreement as amended, supplemented, replaced, or novated; and
 - a person includes bodies corporate, unincorporated associations, and partnerships;
 3. if this Agreement expressly or impliedly binds more than one person then it shall bind such persons jointly and severally;
 4. a singular word includes the plural, and vice versa;
 5. a word which suggests one gender includes the other gender; and
 6. if a word is defined, another part of speech of that word has a corresponding meaning.
23. Unless the context requires otherwise, any reference within this Agreement to Us, in relation to rights, obligations, acts, or omissions, shall include the entities to whom We have delegated a trusted role in accordance with the CP.
24. Unless the context requires otherwise, any reference within this Agreement to use of a Certificate does not include any use of a Certificate necessary to determine the status of that Certificate.

6 Subscriber Obligations

6.1 Effect of Digital Signatures with Keys and Certificates

25. You accept that use of a Private Key and Certificate to produce a digitally signed message is intended to have the same legal effect as signing of the same message on paper using a manuscript signature.
26. You acknowledge that You may be bound to the legal effect of any transaction enabled through Your use of a Private Key and Certificate to produce a digitally signed message.

6.2 Accuracy of Your Information

27. You shall ensure that all information You provide to Us in connection with this Agreement and the CP is true, accurate, and complete.
28. You shall promptly notify Us if any of the information You have provided changes or becomes inaccurate.

6.3 Private Key and Certificate Usage

29. You shall use a Private Key and Certificate only for Permitted Uses as set out in Section 6.3.1 and in a manner consistent with the CP and applicable Certificate content (e.g., keyUsage extension).
30. Use of a Private Key and Certificate are subject to the terms of this Agreement.
31. You shall not use a Private Key when the associated Certificate is Revoked or has expired, except to decrypt previously encrypted information.

6.3.1 Permitted Uses

32. The following are Permitted Uses under this Agreement:
 1. operation of an Intermediate CA or Issuing CA subordinate to this CA under the QGPKI,and as varied by Notice given in accordance with Section 4.3.

6.4 Private Key and Certificate Protection

33. You shall take all reasonable steps to protect the safety and integrity of the Private Key and Certificate from the date and time of acceptance.
34. You shall not disclose a User Credential to anyone, or keep a record of a User Credential near any token containing the Private Key.
35. You shall ensure the following actions are taken if You suspect or become aware that Your Private Key has been compromised:
 1. immediately stop using the Private Key and Certificate; and
 2. immediately notify Us as set out in Section 7.2.5.

6.5 Private Key Backup

36. It is Your responsibility to make any backup copies of Your Private Key.
37. All copies of the Private Key made by You must be protected to at least the same level as the original.
38. Escrow of the Private Key shall not be performed.

7 Certificate Life-cycle

7.1 Certificate Management

39. You acknowledge that under this Agreement the Certificate may be:
 1. Revoked,in accordance with the procedures set out in the CP.
40. You acknowledge that under this Agreement the Certificate shall not be:

1. Suspended;
2. Renewed;
3. Re-keyed; or
4. Modified.

7.2 Certificate Revocation

41. Certificate Revocation can be requested by You, Us, or the PA.

7.2.1 Circumstances for Revocation

42. You acknowledge that a Certificate may be Revoked where:
1. Your Private Key has been compromised;
 2. Your Keys or Certificate are no longer required;
 3. the CA or any delegated RA Private Keys have been compromised;
 4. You submit a request to Revoke; or
 5. We request revocation, for whatever reason.
43. You acknowledge that a Certificate may be Revoked at the direction of the PA.
44. We may make reasonable enquiries in accordance with arrangements agreed with You to verify the accuracy of any reported Private Key compromise.
45. A Certificate Revocation request may be fulfilled by the performance of a Suspension followed by a subsequent Revocation, at Our sole discretion.

7.2.2 Request for Revocation of a Certificate

46. By submitting an application for Revocation of a nominated Certificate You are requesting that We Revoke the nominated Certificate previously issued to You, making it permanently invalid for encryption or authentication uses.
47. You agree to cease using the nominated Certificate (except to decrypt previously encrypted information if applicable) from the time You submit the application for Revocation.

7.2.3 Revocation Request Grace Period

48. The Revocation Request Grace Period is the maximum period between when You suspect compromise or loss of control of the Private Key has occurred and when You notify Us.
49. You acknowledge that the Revocation Request Grace Period shall be no greater than one (1) Business Day.

7.2.4 Time to Process Revocation Request

50. You acknowledge that the total time elapsed from Revocation request to approval and execution thereof or rejection of the Revocation request shall be up to two (2) Business Days.

7.2.5 Special Requirements re Key Compromise

51. If Your Private Key is compromised You shall notify Us within one (1) Business Day of discovering the compromise. We will then initiate revocation of the corresponding Certificate in accordance with the CP.

7.3 Certificate Suspension

52. If the CA supports Certificate Suspension, then Certificate Suspension and reversal of Certificate Suspension can be requested by You, Us, or the PA.
53. If the CA supports Certificate Suspension, You acknowledge that the Certificate may be Suspended for a period of up to N/A prior to being Revoked or having the Suspension reversed.
54. If the CA supports Certificate Suspension, We shall provide Certificate Status including information regarding Certificate Suspension in accordance with Section 7.4.

7.3.1 Request for Suspension of a Certificate

55. If the CA supports Certificate Suspension, by submitting an application for Suspension You are requesting that We Suspend the nominated Certificate previously issued to You, making it temporarily invalid for use.
56. If the CA supports Certificate Suspension, You agree to cease using the nominated Certificate (except to decrypt previously encrypted information if applicable) from the time You submit the application for Suspension until the Suspension is reversed.

7.3.2 Request for Reversal of Suspension of a Certificate

57. If the CA supports Certificate Suspension, by submitting an application for Suspension reversal You are requesting that We reverse the Suspension of the nominated Certificate previously Suspended at Your request, making it once more valid for all of its original uses.
58. If the CA supports Certificate Suspension, You acknowledge that We may be unable to perform reversal of Suspension if the Certificate has already been Revoked.

7.4 Certificate Status Services

59. We shall provide the following Certificate Status Services:
 1. CRLs.
60. We shall make the Certificate Status Services available via:
 1. HTTP.
61. If CRLs are made available by Us:
 1. the location of the CRL shall be encoded in the appropriate Certificate extension;
 2. a CRL shall be created every twelve (12) months or less;
 3. a CRL shall be valid for at most thirteen (13) months from creation; and
 4. a CRL shall be published within 24 hours of creation.

7.5 End of Subscription

62. You shall indicate the end of Subscription by requesting Revocation of Your Certificates in accordance with Section 7.2.2.

8 Individual Notices and Communications

63. A Repository for all PKI-related information issued by this CA shall be located at <http://T2C35.pki.qld.gov.au/T2C35/>

64. For the purpose of this Section 8, a Notice includes a consent, information, Certificate application, request, or any other communication provided under or in connection with this Agreement.
65. A Notice to a party under this Agreement is only given or made if it is in writing and distributed in one of the following ways:
1. delivered or posted to that party at its postal address as advised to the other party; or
 2. published on the Repository; or
 3. published via a Certificate Status Service.
66. A Notice shall be provided on the Repository when any of the following events occur:
1. a new CP, CPS, Subscriber Agreement, or Relying Party Agreement is approved;
 2. there is a change or alteration to an existing CP, CPS, Subscriber Agreement, or Relying Party Agreement;
 3. there is a change to any fee or refund payable in connection with this Agreement; or
 4. for any other event which We deem appropriate.
67. If a party gives the other party three (3) Business Days notice of a change of its postal address, a Notice provided by postal delivery is only given or made by that other party if it is delivered or posted to the latest postal address.
68. A Notice is given or made as follows:
1. if it is delivered, when it is left at the last recorded address of the party to whom it is addressed;
 2. if it sent by post entirely within Australia, three (3) Business Days after it is posted;
 3. if it is sent by post to or from a place outside Australia, seven (7) Business Days after it is posted;
 4. if it is published on the Repository, one (1) Business Day after it is published; or
 5. if it is published via a Certificate Status Service, one (1) Business Day after it is published.
69. Each party acknowledges that they are responsible for keeping themselves informed of any Notices issued in accordance with this Section 8.
70. All Notices given to You by Us shall be in accordance with this Section 8, including, though not limited to, Notice of:
1. Certificate issuance;
 2. Certificate Revocation;
 3. Certificate Suspension; and
 4. reversal of Certificate Suspension.

9 Insurance Coverage

71. You acknowledge that We and Our associated entities do not provide any insurance coverage or warranty for Your benefit and it is Your sole responsibility to determine the appropriate insurance coverage in regard to any loss or damage that may be suffered as result of using the Certificate or Private Key.

10 Subscriber Information

10.1 Confidential Information

72. You acknowledge that in performing Our functions under this Agreement and the CP, We may receive Confidential Information from You.
73. Subject to Section 10.1 paragraph 74, Confidential Information means information that is not trivial and:
1. is by its nature confidential;
 2. is communicated by You to Us as being confidential; and
 3. We know or ought to know is confidential.
74. Notwithstanding Section Section 10.1 paragraph 73, Confidential Information does not include information which:
1. was already lawfully disclosed by Us prior to Us being required to treat the information as confidential;
 2. is lawfully received from a third party who is not bound by a duty of confidentiality;
 3. has become public knowledge, other than through a breach of an obligation of confidence under this Agreement;
 4. was independently developed or released by Us without reference to the Confidential Information;
 5. is information that You provide for inclusion within a Certificate;
 6. is information indicating that a Certificate has been Revoked or Suspended, though not including the reason behind this Certificate Status; or
 7. is information relating to Your use of the Repository
75. Subject to Section 10.1 paragraph 76, We shall protect any Confidential Information provided by You in accordance with this Agreement and any applicable law, and shall not, without Your prior written approval (which approval shall not be withheld unreasonably), make public or disclose to any person, Your Confidential Information.
76. Nothing within this Section 10.1 shall be construed as preventing Us from disclosing any information provided by You:
1. to any Minister or to Parliament in connection with the carrying out of any functions, duties, powers and discretions conferred on Us;
 2. to such legal advisors, financial advisers, auditors, or insurers of Us as may be necessary for any proceedings or investigation involving Us, or for the purposes of facilitating Our performance of Our functions under this Agreement and the CP; or
 3. to the extent required by law.

10.2 Right to Information and Disclosure

77. The *Right to Information Act 2009 (QLD)* (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
78. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt, or on balance disclosure is contrary to the public interest.
79. Information relating to You is potentially subject to disclosure to third parties pursuant to the RTI Act and any such disclosure will not constitute a breach of any obligation to You under this Agreement.

80. If disclosure under the RTI Act, or general disclosure of information provided by You in connection with this Agreement, would be of substantial concern to You, because it would disclose trade secrets, information of commercial value, the purpose or results of research, or other information of a confidential nature, this should be indicated by You, however We cannot guarantee that any information provided by You will be protected from disclosure under the RTI Act.
81. Despite any other provisions of this Agreement, We are entitled to publish the information about You that is contained within a Certificate or related to Your use of the Repository.

10.3 Privacy of Personal Information

82. In this Section 10.3, “Personal Information” has the same meaning as in Section 12 of the *Information Privacy Act 2009 (QLD)* (Privacy Act).
83. You acknowledge that in performing Our functions under this Agreement and the CP We may receive Personal Information from You.
84. Notwithstanding any other provisions within this Section 10.3, the following information will not be treated as Personal Information by Us for the purposes of this Agreement:
1. any information contained within a Certificate; and
 2. any information relating to Your use of the Repository.
85. We shall protect any Personal Information received from You in accordance with Our obligations under the Privacy Act, the terms of this Agreement, and any other applicable law.
86. You consent to the collection, use, storage, transfer, and disposal of information by Us for the purpose of fulfilling Our functions under this Agreement and the CP.
87. Nothing within this Section 10.3 shall be construed as preventing Us from disclosing any Personal Information of Yours to the extent required by law.

11 Disclaimer of Implied Terms

88. We disclaim and exclude, to the maximum extent permissible by law, any terms or conditions implied by law relating to any loss or damage that may be suffered by You as a result of using the Certificate or Private Key.
89. Without limiting Section 11 paragraph 88, We disclaim and exclude, to the maximum extent permissible by law, all warranties, express or implied, including without limitation any warranty as to:
1. the accuracy of any information contained in a Certificate; and
 2. the status of any Certificate or Key.

12 Intellectual Property Rights

12.1 Queensland Whole-of-Government Materials

90. QGPKI Materials include, but are not limited to:
1. the CA’s Certificate and associated Keys;
 2. the CP;
 3. the CPS;

4. the contents of the CA's Repository;
 5. any other data or database created by the PA, CAO, or other party, for the purpose of the QGPKI;
 6. all Certificate applications and Terms and Conditions between the Queensland Government and the PKI Participants; and
 7. all other documents owned by Queensland Government for the purposes of the QGPKI.
91. The right and title to Intellectual Property Rights in QGPKI Materials, including any modifications or enhancements made to QGPKI Materials, shall subsist with the Queensland Government.
92. You shall ensure that QGPKI Materials are, to the extent that is practicable, identified as the property of the Queensland Government and that QGPKI Materials remain at all times free of any lien, charge, or other encumbrance of a third party.
93. The Queensland Government grants to You a perpetual, revocable, royalty-free, nonexclusive, non-transferable licence to view and use (including downloading and printing) QGPKI Materials for the sole purpose of:
1. participating in the QGPKI; or
 2. understanding Your rights and obligations under the QGPKI, including obtaining legal or other advice as necessary.

12.2 Subscriber's Intellectual Property

94. You grant to Us, and any related Queensland Government entity, a perpetual, irrevocable, royalty-free, nonexclusive, non-transferable licence to use any Intellectual Property Rights You may own in a DN for the sole purpose of performing Our functions under this Agreement and the CP.

13 CAO Representations and Warranties

95. You acknowledge that We do not provide any specific representations or warranties as to the accuracy of the information contained in any Certificate issued by the CA under the CP.

14 Certification Authority Owner Liability

96. You agree to release Us from all liability in contract, or in tort, or pursuant to any other common law or statutory cause of action whatsoever arising under this Agreement or in connection with the CA, for any loss or damage whether or not reasonably foreseeable, including but not limited to liability for:
1. an entity described in the CP carrying out, or failing to carry out, any activity described in, or contemplated by, any document published by Us relating to the CA; and
 2. the carrying out of, or failure to carry out, any activity related to the CA accreditation process.
97. If any term or condition implied by law is unable to be excluded by Us, then the liability of each of the RCA, Policy CAs, Intermediate CAs, Issuing CAs, RAs, and Us (and of any of their officers, employees, agents, and contractors) for any breach of the implied term or condition is limited, at Our option, to:
1. re-performing the services to which the term or condition applies; or

2. paying the cost of re-performing those services.

15 Indemnities

98. You agree to indemnify Us and Our officers, employees, agents, and contractors (including sub-contractors) (“those indemnified”) from and against all actions, proceedings, claims, demands, costs (including all reasonable legal costs and all reasonable costs associated with defending those indemnified), losses, damages, and expenses, including those arising out of the terms of any settlement, which:

1. may be brought against or made upon those indemnified; and
2. those indemnified may incur on their own behalf or sustain as a result of a third party claim,

arising out of or as a consequence of:

3. any breach of this Agreement by You; or
4. any wilful, unlawful, or negligent act or omission by You relating in any way to the CA.