

## SUB-LRA AGREEMENT

BETWEEN:

- (1) Jisc (Company Registration Number 05747339) whose registered office is at One Castlepark, Tower Hill, Bristol, BS2 0JA (“**JISC**”); and
- (2) You, the Organisation using the Jisc Certificate Service (the “**Appointed sub-LRA**”)

### BACKGROUND

- A. JISC has entered into a Certificate Services Agreement under which QuoVadis will supply Certificates and in respect of which JISC, among other things, will act as an LRA and license sub-LRAs to obtain QuoVadis Certificates.
- B. You acknowledge that in order to participate in the QuoVadis PKI System you must be appointed as a sub-LRA and appoint Sub-LRAOs.

### AGREEMENT

#### 1. General

- 1.1. Appointment and undertakings of sub-LRA. The Appointed sub-LRA’s obligations include performing the role, tasks and functions of a sub-LRA in accordance with this Sub-LRA Agreement and each applicable Compliance Document in respect of:
  - (a) Organisation Certificates for it or for Domains, servers, hosts or devices owned, leased or licenced by or otherwise under the control of the Appointed sub-LRA; and
  - (b) End User Certificates for End Users employed or contracted by or otherwise affiliated (for the purposes for which the Certificate is required) with the Appointed sub-LRA; and
  - (c) any other services it obtains in connection with this Sub-LRA Agreement,

JISC’s primary role as LRA is to appoint sub-LRAs and to identify and authenticate sub-LRAs and their associated Agent Administrators. The Appointed sub-LRA remains responsible for its Agent Administrators and other Users, their use of Certificates and other services and for all due diligence checks required in relation to its Users, Certificates and services acquired.

- 1.2. Sub-LRA licence. Subject to clause 1.3 (and the other provisions of this Sub-LRA Agreement), JISC grants the Appointed sub-LRA and its authorised Agent Administrators, Subscribers, Registrants and End Users a limited, revocable, non-exclusive, non-transferable licence to validate and authorise the issuance of Certificates, and to manage, use and revoke Certificates, through the QuoVadis PKI System for the sole use of the Appointed sub-LRA through only its authorised Agent Administrators, Registrants, Subscribers and End Users.

The above licence is revoked in respect of each of the Appointed sub-LRA’s Agent Administrators, Registrants, Subscribers and End Users immediately upon the individual ceasing to be employed or engaged by the Appointed sub-LRA to act in that capacity.

- 1.3. Rights and licence subject to eligibility and compliance. JISC may at any time by written notice to the Appointed sub-LRA suspend the Appointed sub-LRA’s access to QuoVadis PKI System and/or terminate this Sub-LRA Agreement, without liability, either immediately or subject to certain conditions not being satisfied within a specified period if:
  - (a) JISC is not satisfied it has all forms and other information it requires to approve the Appointed sub-LRA for participation in the QuoVadis PKI System, or QuoVadis does not authorise the Appointed sub-LRA in the QuoVadis PKI System, for any reason;
  - (b) the Appointed sub-LRA does not continue to meet eligibility criteria imposed under any document issued by QuoVadis from time to time; or
  - (c) QuoVadis refuses to approve or maintain, or suspends or terminates, the Appointed sub-LRA’s account for any reason.
- 1.4. Provision of information. The Appointed sub-LRA must promptly provide all information JISC reasonably requests from time to time that is related to the Appointed sub-LRA’s participation in the QuoVadis PKI System, including regarding: (a) compliance (or otherwise) with this Sub-LRA Agreement and/or applicable Compliance Documents; or (b) use of the QuoVadis PKI System or any Certificate (including regarding applications, use, misuse or revocation).
- 1.5. Errors in and changes to information.

- (a) The Appointed sub-LRA must promptly update their online Certificate account if there is a change to the contact or other details for a Sub-LRAO or if a person that was authorised to act as a Sub-LRAO ceases to be authorised to act in that capacity for the Appointed sub-LRA;
  - (b) The Appointed sub-LRA must promptly notify and update JISC (and, if necessary under any Compliance Document, QuoVadis) in writing:
    - (i) if the information contained in a valid Certificate has any error or has changed or has become, or is reasonably likely to be, misleading;
    - (ii) if there is a change to the details for a Domain the Appointed sub-LRA is authorised to issue Certificates for; or
    - (iii) if there is a change to the contact or other details for an Agent Administrator or if a person that was authorised to act as an Agent Administrator ceases to be authorised to act in that capacity for the Appointed sub-LRA; or
    - (iv) if any other information provided to JISC or QuoVadis (including provided by way of entry into the QuoVadis PKI System) has for any reason ceased to be accurate or has become misleading or reasonably likely to mislead any person.
  - (c) Any notice (and updated information) required under this clause must be provided no later than 3 Business Days after the later of: (i) the date the information changed or became misleading or likely to mislead or the error occurred; and (ii) the date the Appointed sub-LRA ought reasonably to have become aware of such change, misleading characteristic or error.
- 1.6. Changes to Certificates: Without limiting any other right to vary this Sub-LRA Agreement, JISC may add, modify or discontinue any type of Certificate or any certificate category, or change a volume limit, upon written notice to the Appointed sub-LRA if the arrangements between JISC and QuoVadis in respect of Certificates change or if QuoVadis makes any such change (including via a CP/CPS) for any reason or if a law or Mandatory Standard changes (including any introduced).
- 1.7. EV SSL Certificates. EV SSL Certificates may only be applied for if, and should not be used unless, the Appointed sub-LRA's relevant personnel have completed and submitted an EV SSL Authority Letter in the form JISC requires from time to time.
- 1.8. Certificate Holder Agreements. (a) The Appointed sub-LRA acknowledges that before it is entitled to obtain (or use) any Certificate, QuoVadis may require the Appointed sub-LRA to enter into a Certificate Holder Agreement with a QuoVadis entity that details, among other things, the obligations of the Certificate Holder.
- (b) The Appointed sub-LRA must ensure each Subscriber or End User (as applicable) complies with each such Certificate Holder Agreement.
  - (c) A breach of any such Certificate Holder Agreement by or caused or contributed to by the Appointed sub-LRA or its personnel which does or is likely to entitle the QuoVadis entity to terminate the Certificate Holder Agreement, is a material breach of this Sub-LRA Agreement.
  - (d) A non-compliance with any such Certificate Holder Agreement by or caused or contributed to by the Appointed sub-LRA or its personnel, is a breach of this Sub-LRA Agreement.
- 1.9. Certificates no longer used or compromised. If a Certificate issued is no longer needed, or if the corresponding private key may have been compromised, the Appointed Sub-LRA must ensure all affected Certificates are promptly revoked.
- 1.10. Revocation by JISC. JISC and its administrators (and QuoVadis and its personnel) may revoke (or in the case of User's accounts, change, suspend or cancel the account), and the Appointed sub-LRA irrevocably authorises each of their personnel to submit requests to the QuoVadis PKI System and/or to QuoVadis to ensure such action is taken in respect of, Certificates issued, and User's accounts used, in connection with this Sub-LRA Agreement:
- (a) in respect of which JISC administrators or QuoVadis personnel reasonably suspect:
    - (i) there was an Erroneous Issuance or the Certificate contains information that is not complete, up to date and correct or that is, or is reasonably likely to be, misleading;
    - (ii) the Certificate relates to an individual that is no longer employed or engaged by the Appointed sub-LRA or is otherwise no longer entitled to use the Certificate; or
    - (iii) the secrecy of any private key or other non-public information related to the Certificate

has been compromised or confidential information related to the Certificate has been misused;

- (iv) the User's account has been accessed or used for an improper purpose or by a person that is not the authorized User; there was or is non-compliance with this Sub-LRA Agreement or any applicable Compliance Documents;
  - (v) the misuse or potential misuse of any Certificate, including: (i) actual or potential use for fraud or illegal activity or by a person that is not the authorised User (which includes any person that is not the End User named in an End User Certificates); or (ii) breach of any restrictions on use of the Certificate;
  - (vi) the Certificate, if not revoked, may compromise the trust status of JISC or QuoVadis;
  - (vii) the Certificate's Operational Period has expired or the Appointed sub-LRA (including any of its Users) has requested revocation of the Certificate; and
  - (viii) the Appointed sub-LRA has breached or exceeded any restrictions on use of the Certificate, or Certificates in the relevant certificate category (including if the Appointed sub-LRA has exceeded any volume limit in a certificate category);
- (b) if JISC's Certificate service operations cease or are terminated for any reason;
  - (c) if JISC's administrators or QuoVadis personnel reasonably suspect the Appointed sub-LRA has or any of its Users have: (i) been added as a denied party or prohibited person to any blacklist JISC or QuoVadis observe; or (ii) been identified (in any lists or publications JISC or QuoVadis observe) as publishers of malicious software or computer code; or (iii) impersonated other persons or entities; or (iv) have operated from a jurisdiction prohibited under the laws of JISC's or QuoVadis' jurisdiction of operation;
  - (d) if the Appointed sub-LRA is in breach of this Sub-LRA Agreement or any applicable Compliance Document; or
  - (e) if any Compliance Document states that JISC or QuoVadis (or persons with their responsibilities as an LRA or CA, respectively) is entitled to do so in the circumstances.

With respect to references above or elsewhere in this Sub-LRA Agreement to JISC reasonably suspecting something, without limiting the grounds on which JISC's suspicion may be reasonable, JISC is deemed to have a reasonable suspicion if JISC requests evidence to disprove the suspicion and reasonable evidence disproving it is not provided by the Appointed sub-LRA within the period JISC requested (which period shall be not less than 3 Business Days except in relation to matters JISC considers are serious or urgent).

1.11. Revocation directions. Without limiting JISC's rights JISC may direct the Appointed sub-LRA to do all things necessary (including in the QuoVadis PKI System) to ensure the Certificate or account is revoked.

1.12. Name changes. (a) Where an End User's name appears in an End User Certificate, and the End User's name changes or the End User ceases to be employed or engaged by the Appointed sub-LRA, the Appointed sub-LRA must ensure that the Certificate is immediately revoked.

(b) If the name of the Appointed sub-LRA is going to change (or, in exceptional circumstances, changes unexpectedly) then the Appointed sub-LRA must provide JISC with as much notice in advance as is reasonably practicable in the circumstances and JISC will use reasonable endeavours to (subject always to any requirements of QuoVadis, the Compliance Documents, the QuoVadis PKI System and to QuoVadis' cooperation) assist the Appointed sub-LRA: (i) to establish a new organisation in the QuoVadis PKI System; and (ii) maintain the old organisation name and account to enable the Appointed sub-LRA to manage the transition (including to obtain reports and revoke Certificates using the old name); (iii) to transition Certificates across to the new name by issuing new Certificates under the new name and revoking the corresponding Certificate issued under the old name. The Appointed sub-LRA must comply with JISC's reasonable directions in relation to the transition and with any timeframes and requirements imposed by QuoVadis.

## 2. Sub-LRA Responsibility

2.1. General obligations. The Appointed sub-LRA must and must ensure that its personnel:

- (a) comply with all applicable laws;
- (b) comply with all communications, systems and network policies and protocols notified by JISC or QuoVadis when accessing or using the QuoVadis PKI System;

- (c) promptly inform JISC in writing if the Appointed sub-LRA becomes aware of any misuse of the Certificates and assist JISC and QuoVadis in preventing, curing and rectifying any misuse;
- (d) obtain and keep in force any authorization, permission or licence necessary for the Appointed sub-LRA and its Users to use the Certificates and the QuoVadis PKI System and in the case of the Appointed sub-LRA, carry out any other activities in connection with this Sub-LRA Agreement;
- (e) immediately cease using a Certificate and the related private key and request revocation of the Certificate if: (i) any information in the Certificate is or becomes incorrect or inaccurate or misleading or reasonably likely to mislead (except as may be permitted by JISC and QuoVadis under clause 2.10(b)); or (ii) there is any actual or suspected misuse or compromise of the Certificate or its associated private key or the Certificate's Operational Period has expired; and
- (f) immediately notify JISC of any breach of this Sub-LRA Agreement or any Compliance Document.

2.2. Compliance with CP/CPS and other Compliance Documents. The Appointed sub-LRA must, and must ensure its Users, comply with (including performing all tasks and following the processes and procedures in), and fulfil their respective roles as described in, each applicable CP/CPS, JISC guideline and all other Compliance Documents.

Non-compliance with any provision of an applicable Compliance Document by the appointed sub-LRA or its personnel is a breach of this Sub-LRA Agreement.

### **Glossary of Defined Terms**

**“Agent Administrator”** means an individual employed, contracted or otherwise affiliated with a sub-LRA who the sub-LRA has, by written notice to JISC (including by notice from the sub-LRAO), appointed as an Agent Administrator to act on behalf of the sub-LRA (in its capacity as a sub-LRA).

**“CA”** Certificate Authority or Certification Authority

**“CP/CPS”** Certificate Policy & Certification Practice Statement as can be found at <https://www.quovadisglobal.co.uk/Repository.aspx>

**“Certificate”** or **“Digital Certificate”** means a digital identifier within the QuoVadis PKI System that, at least, states the name or identifies the issuing CA, identifies the Certificate Holder's End User, Domain or server/host/device or organisation in respect of which the certificate is issued, and contains the public key relating to the Certificate Holder.

**“Certificate Holder”** means:

(a) in respect of an End User Certificate – the legal entity that employed or contracted the Registrant at the time the Certificate application was submitted; or

(b) in respect of an Organisation Certificate – either:

(i) the legal entity that owns, leases, licenses or otherwise controls the Domain or server/host/device identified in the subject field of the Certificate (or that will be identified in the Subject Field if the Certificate is issued); or

(ii) if no Domain, server, host or device is identified in the Certificate's Subject Field, then the organisation named in the Subject Field of the Certificate (or that will be named in the Subject Field if the Certificate is issued).

**“Certificate Holder Agreement”** is the agreement entered into between a Certificate Holder and QuoVadis relating to the provision of designated Certificate related services that governs QuoVadis' and the Certificate Holder's rights and obligations related to the Certificate.

**“Compliance Document”** means any customer held document/data or information relating to the provision of JISC Certificate Services that JISC or QuoVadis may request from time to time to fulfil any audit requirements imposed on them for the purposes of maintaining its accreditations; including but not limited to WebTrust and the CA Browser Forum Baseline Requirements.

**“CT”** Certificate Transparency

“**Domain**” means a Fully Qualified Domain Name (FQDN), non-FQDN or private or public IP address, in a Certificate.

“**End User**” means the individual who is identified by the name, email address and organisational association included in the Subject Field of a Certificate.

“**End User Certificate**” means a Certificate issued (or that will be issued once the Certificate application is accepted) to an End User using the TrustLink System (and includes s/mime certificates, code signing certificates, grid (personal) certificates and QV Advanced+ Certificates used as PDF Signing Certificates for End Users).

“**Erroneous Issuance**”, in respect of a Certificate, means the issue of a Certificate which contains incorrect identification information regarding the Certificate Holder, Registrant, server, host or device identified in the Certificate (either because of an error in the information provided for or included in the Certificate or because false information was provided for or included in the Certificate);

“**EV**” Extended Validation

“**EV SSL Authority Letter**” means the form for identifying and authorising individuals to act as ‘contract signer’, ‘certificate requester’ and ‘certificate approver’ when they apply for an EV SSL Certificate.

“**EV SSL Certificate**” means an Extended Validation Certificate (EV) is an X.509 public key certificate issued according to a specific set of identity verification criteria. These criteria require extensive verification of the requesting entity’s identity.

“**LRA**” Local Registration Authority

“**Mandatory Standards**” means the mandatory standards and guidelines (and the requirements for IGTF Accreditation with The International Grid Trust Federation (IGTF)) that QuoVadis must comply with in order to maintain its IGTF Accreditation or to maintain its membership of the CA/Browser Forum (also known as the CAB Forum).

“**Operational Period**” means the term of validity of a Digital Certificate commencing on the date of its issue and terminating on the earlier of (i) its expiry date; or (ii) the date the Certificate is revoked.

“**Organisation Certificate**” means a Certificate that is not an End User Certificate that is issued (or that will be issued once the Certificate application is accepted and includes SSL Certificates, EV SSL Certificates, grid (server/host) Certificates and QV Advanced+ Certificates used for Organisations (such as PDF Signing Certificates for Organisations).

“**PKI**” Public Key Infrastructure

“**QuoVadis**” means the QuoVadis Group of Companies

“**QuoVadis PKI System**” means Public Key Infrastructure

“**Registrants**” mean any Entity applying to or using the QuoVadis PKI.

“**SSL**” Secure Sockets Layer

“**Subscriber**” means:

(a) with respect to a Certificate application for an Organisation Certificate – the individual employed or contracted by or otherwise affiliated with the prospective Certificate Holder, whom the prospective Certificate Holder has charged with responsibility for making the Certificate application; and

(b) with respect to an Organisation Certificate that has been issued – the individual employed or contracted by or otherwise affiliated with the Certificate Holder, whom the Certificate Holder has charged with responsibility for managing the Certificate.

“**Sub-Local Registration Authority**” or “**sub-LRA**” means an entity with the function and responsibilities assigned to sub-LRAs as set out in the applicable CP/CPS (including responsibility to identify and authenticate Registrants, Subscribers and Domains and other information the JISC requires for completion of the Digital

Certificate issuance process) and which has been appointed as a sub-LRA in accordance with the Certificate Services Agreement.

**“Sub-LRA Agreement”** means this agreement

**“Sub-LRAO”** means the Agent Administrator (including his or her replacement or alternate) nominated by the sub-LRA (by written notice to the JISC) from time to time as being the sub-LRA’s primary point of contact and who is authorised to instruct JISC, on the sub-LRA’s behalf, to make changes to the sub-LRA’s authorised Agent Administrators. A sub-LRA can have more than one sub-LRAO.

**“TrustLink System”** means any software issued or used by any member of the QuoVadis PKI in the issuance and management of SSL & End User Certificates.

**“Users”** means any Entity that uses or relies upon any QuoVadis PKI software.