

# DoD ECA Trusted Agent Agreement



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## **Trusted Agent Addendum to Subscribing Organization Authorization Agreement**

Subscribing Organization hereby recommends that the Candidate identified below ("Candidate") be appointed to the role of Trusted Agent in the Department of Defense External Certification Authority program conducted by IdenTrust Services, LLC ("IdenTrust") and, by signing where indicated below, Candidate pledges to fulfill the responsibilities of that role, as summarized below. If approved by IdenTrust, Candidate will assist IdenTrust in performing such identity verification tasks as may be required by the terms of the Certificate Policy for External Certification Authorities ("CP") published by the United States Department of Defense ("DOD") and the public version of IdenTrust's ECA Certification Practices Statement ("CPS").

*(These policies are available for review at <https://www.identrust.com/support/documents/eca>)*

From time to time, the DOD ECA Policy Management Authority may amend the CP and the IdenTrust Policy Management Authority may amend the CPS. Any such amendments and any required notices will be pursuant to the terms of those documents and shall be binding upon Subscribing Organization and Candidate unless and until Candidate resigns or Subscribing Organization or IdenTrust terminates the status of Candidate as a Trusted Agent.

Candidate confirms that he or she has read the relevant provisions of the CP and the public version of the CPS required by IdenTrust and understands, and will fully and faithfully discharge, his or her obligations as described in those documents and summarized below.

***As a Trusted Agent of IdenTrust under the ECA Program, I, Candidate, will be performing a key role in the identification and authentication of Applicants for ECA certificates. In the capacity as a Trusted Agent of IdenTrust, I agree to do the following:***

1. Conform to the CP and the public version of the CPS in providing services as a Trusted Agent and Registrar under the IdenTrust ECA Program. (A Trusted Agent is one of the several kinds of Registrars defined in the CPS.)
2. Follow IdenTrust's instructions relative to the services I perform for IdenTrust.
3. Comply with all export and reexport related laws and regulations, including but not limited to the export- license related requirements applicable to ECA Certificates and any cryptographic hardware device provided by IdenTrust in connection therewith (which export license-related requirements IdenTrust will provide to Candidate as part of IdenTrust's instructions for Candidate).
4. Inform myself of my responsibilities as a Trusted Agent by reading and following all written instructions and any training materials provided by IdenTrust.
5. Ensure that each Applicant receives a copy of the Instructions for Applicant. This provides information about the In-Person Identification Form and gives the Applicant the responsibility to review and accept the Subscriber Agreement and policies.
6. Ensure that each Applicant completes all required fields on the In-Person Identification Form presents the required identification credentials to me for inspection, and signs the form in my presence.
7. Sign each In-Person Identification Form as its Registrar, with a declaration attesting that I reviewed the Applicant's identification credentials, confirmed that the Applicant is the holder of the identification credentials and that the picture and name on the Photo ID match the appearance and name of the Applicant.
8. Supply the appropriate Human Resource Department(s) in the Subscribing Organization with the provided Instruction Form to ensure that IdenTrust is notified in the event of certificate revocation events, such as separation of a Subscriber from the Subscribing Organization.
9. Immediately notify IdenTrust in the event that a Subscriber or Subscribing Organization requests the revocation of any ECA certificate or whenever I believe that circumstances requiring revocation of any Certificate may exist.
10. Immediately notify IdenTrust in the event that I suspect or have reason to believe a Subscriber's Private Key corresponding to an ECA Certificate has been or may be compromised.
11. Receive from Subscribers and authorized representatives of Subscribing Organization certificate revocation requests, authenticate them, and immediately forward them to IdenTrust for processing.

12. If applicable, receive from Subscribers and authorized representatives of Subscribing Organization cryptographic modules or tokens containing ECA certificates to be revoked, erase or destroy such modules or tokens pursuant to procedures required by IdenTrust, and request revocation of the certificates they contain.
13. In the case of a cryptographic module or token containing an ECA certificate that is not returned by a Subscriber, request revocation of such Certificate with a reason code of key compromise.
14. Provide support to Subscribers within Subscribing Organization under procedures established by IdenTrust.
15. Contact IdenTrust at [ecaservices@identrust.com](mailto:ecaservices@identrust.com) or 1-888-882-1104 (U.S.) or 1-801-384-3474 (International) with any questions I may have.

With respect to US Government Subscribers, Trusted Agents or Relying Parties, this Addendum shall be governed by, and interpreted and construed under, the Contracts Disputes Act of 1978, as amended (41 U.S.C. § 601 et seq.). In all other cases, irrespective of the place of performance, this Trusted Agent Addendum shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Utah, without regard to its conflicts of law principles.

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Trusted Agent Candidate Signature

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Print Name

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Telephone Number

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Email Address

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Date

#### **Agreement by Subscribing Organization**

1. Subscribing Organization hereby confirms that Candidate named above is an employee of Subscribing Organization and appoints and authorizes Candidate to fulfill all the responsibilities of a Trusted Agent on behalf of Subscribing Organization, as prescribed above and in the CP and public version of the IdenTrust ECA CPS.
2. Subscribing Organization warrants that, in the event it ever concludes that Candidate has breached any term of this Agreement, or any applicable requirement of the CP or the public version of the CPS, Subscribing Organization will immediately revoke Candidate's authorization to act as a Trusted Agent.
3. Subscribing Organization undertakes to supervise Candidate in connection with his or her responsibilities in the role of Trusted Agent and ensure that there will be no conflict between Candidate's duties as an employee of Subscribing Organization and duties as a Trusted Agent. Subscribing Organization agrees that, if requested by IdenTrust at any time, it will immediately revoke the authorization of Candidate to act as a Trusted Agent, and promptly appoint a new individual to serve as a Trusted Agent.
4. Subscribing Organization agrees to notify IdenTrust in the event that a Trusted Agent is no longer authorized to act as a Trusted Agent.
5. In the event that IdenTrust may determine, in its reasonable sole discretion, that the Candidate has breached any of the applicable terms of his or her agreement above, the CP, or the public version of the CPS, or that Subscribing Organization has breached any of the applicable terms of this Agreement or the

CP or the public version of the CPS, then IdenTrust may revoke or suspend any or all of the ECA Certificates registered by Candidate or issued to Subscribing Organization.

6. In consideration of IdenTrust's appointment, Subscribing Organization hereby agrees to indemnify and hold IdenTrust, its parent company, and the officers, directors, employees and agents of either of them harmless from and against any loss, cost, damage, liability or expense any of the foregoing may incur or be liable for, including reasonable attorneys' fees and expenses, arising out of this appointment; any act or omission of Candidate in the capacity as a Trusted Agent; or any act or omission of Subscribing Organization in connection with the ECA Program or any ECA Certificate issued as a result of Trusted Agent's actions. If Subscribing Organization is the U.S. Government, this provision may not apply.

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Subscribing Organization Name

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Subscribing Organization Officer Signature

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Print Name

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Telephone Number

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Email Address

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Date

#### **Appointment by IdenTrust**

The above nomination by the Subscribing Organization of the individual named above to serve as a Trusted Agent in the IdenTrust ECA program must be accepted in writing by IdenTrust within thirty (30) days after the later of the date of signature by the individual or the Subscribing Organization shown above, or such nomination shall be deemed rejected, and the Subscribing Organization must nominate another individual to the role, or may re-nominate the original individual, provided that any circumstance which prevented IdenTrust from accepting the original nomination shall have been remedied to the satisfaction of IdenTrust.

#### **IdenTrust Services, LLC**

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IdenTrust Representative Signature

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Print Name

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Date