

## **Trusted agent for the NBB-SSS Registration Authority: Terms and conditions**

### **1. Scope**

In accordance with Article 6.2.1.1.2 of the “Terms and conditions for the participation in the NBB-SSS”, any Participant can send instructions manually and can send data to or receive information from the NBB-SSS in U2A modus and in pull and push mode through the RAMSES GUI, having a connection with which is in principle mandatory for each Participant.

The conditions of use of the RAMSES GUI, including the related certificates and tokens, are described in Annex 8 of the Terms and conditions. Article 4.2.2 of the said Annex 8 provides that the NBB, in its role of verification authority, needs to deliver the Tokens against written receipt, either physically, by postal mail or by courier. In principle, the Token should be directly delivered by the NBB to the Certificate applicant, but in many cases such physical delivery raises practical problems or appears materially impossible. In such cases, the Token needs to be delivered, either physically, by postal mail or by courier, by the NBB to a Participant’s member entrusted, in the framework of the Participant’s organisation, to verify the identity of the Certificate user before physically delivering the Token to the latter on behalf of the NBB acting as verification authority in accordance with the CPS and the CP. For this reason, Article 4.2.3 of Annex 8 provides that each Participant needs to appoint at least one (preferably two or more) Trusted agent among the Participant’s members in order to materially exert, on the basis of a power of attorney delivered by the NBB, the competence to verify the identity of the Certificate user on behalf of the NBB before physically delivering the Token to the said Certificate user.

This sub-Annex 3 defines the terms and conditions of the power of attorney delivered by the NBB to the Trusted agent appointed by the Participant for the above mentioned purpose.

### **2. Definitions**

Unless otherwise stated, the terms in this sub-Annex shall follow the definitions as provided for in Article 2 of the Terms and conditions, in Article 2 of Annex 8 and in the sub-Annexes 8.1 and 8.2 of the Terms and conditions.

### **3. Terms and conditions**

#### **3.1 Principle**

In the framework of the operation of the RAMSES GUI, the NBB relies on the ESCB-PKI certificates and services. When carrying out the tasks of the NBB acting as Registration authority as described in Annex 8 of the Terms and conditions, the CPS and the CP, the Trusted agent shall similarly comply with the terms of Annex 8, the CPS and the CP.

Trusted agents will not have automated interfaces with the NBB acting as Registration authority.

### **3.2 Roles and responsibilities of the Participant and of the Trusted agent**

The Participant and the Trusted agent shall carry out all the tasks and assume all the responsibilities corresponding to their role as Trusted agent as defined above and as described in more detail in the CPS and the CP. In performing their obligations under these terms and conditions, the Participant and the Trusted agent shall be bound by the CPS, the CP and any security measure implemented and required by the NBB. They shall fulfil their obligations in accordance with the applicable national laws and regulations and shall take the utmost care to mitigate any loss or damage.

The Participant shall verify that the Trusted agent has signed the present sub-Annex 8.3 of the Terms and conditions, and shall send the duly signed form to the NBB.

The Trusted Agent shall:

- a) deliver to the NBB a written receipt for the Tokens received from the NBB;
- b) identify each Certificate applicant by physically checking their identity against a physical person;
- c) validate the documentation required during the identification process by requesting the submission by the Certificate's applicant of any official document that evidences the Certificate applicant's identity, at least on the basis of a Certificate applicant's recent photography, and that has legal validity in Belgium. Hence, the acceptable documents must be either a valid and not expired passport or national identity card,
- d) countersign the Certificate application form signed by the Certificate applicant;
- e) deliver to the duly identified Certificate applicant the envelope containing one Token, its initial PIN code and its PUK code, as well as the data needed for the Certificate applicant to download its certificate from the ESCB-PKI website.

Together with the Trusted agent, the Participant shall be responsible for the performance of the above mentioned identity verification and Token delivery tasks by the Trusted agent and bears the exclusive responsibility for the use of the said Tokens in order to sign and send instructions in the Participant's name as soon as the Trusted agent has delivered to the NBB a signed receipt of the concerned Tokens.

### **3.3 Liability**

The Participant shall be liable toward other Participants and third parties, if any, for any misinformation, mistakes, losses or damages arising as a result of any deliberate or negligent action and/or omission of the Trusted agent in the performance of its obligations under these terms and conditions as soon as the Trusted agent has delivered to the NBB a signed receipt of the concerned Tokens. Therefore, the NBB shall not incur any liability for any damage resulting from a possible misuse of the said Tokens as from the same moment in time.

### **3.4 Confidentiality and personal data protection**

#### ***3.4.1 Confidentiality protection***

The Participant and the Trusted agent shall keep confidential all sensitive, secret or confidential information or know-how (whether such information is of a commercial, financial, regulatory, technical or other nature) that is marked as such and belongs to the ESCB-PKI and/or the NBB or which the ESCB-PKI and/or the NBB has a lawful right to use, and shall not disclose such matters to any third party without the express, prior and written consent of the ESCB-PKI and/or the NBB.

The Participant shall restrict access to the information or know-how referred to in the previous paragraph to the appointed Trusted Agent, and such access shall only be permitted in cases of explicit operational need. The Participant shall take all appropriate measures to prevent access to such confidential information or know-how by persons other than the appointed trusted agent.

The duty of confidentiality under this Article does not apply where disclosure is:

- a) warranted by the defence of the Participant's legitimate interests in court proceedings, arbitration or similar legal proceedings; or
- b) required by law.

### **3.4.2 Personal data protection**

The Trusted Agent hereby acknowledges:

- the processing by the NBB of the following personal data with the sole purpose of identifying the Trusted Agent: name, surname, e-mail address, and identity of the Participant by which it is appointed as Trusted Agent;
- the fact that the NBB is the sole responsible entity for the said processing of personal data;
- the NBB's complete address, as mentioned in the header of this form;
- the Trusted Agent's personal rights to consult and correct the above mentioned personal data processed by the NBB;
- the fact that these personal data shall be irrecoverably removed from the NBB's files one year after the revocation by the Participant of the Trusted Agent's appointment;
- the transmission to the NBB of a copy of a valid and not expired identity document (passport, national identity card, or equivalent official document) evidencing the Trusted agent's identification, which clearly and readably mentions the Trusted Agent's name and surname.

Access to the above mentioned personal data shall be granted only to those with an official need to know.

## **4. Identification data**

### **Representative entitled to validly commit the NBB**

First name:

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Surname:

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Title or capacity:

### **Participant's data**

Organisation's name:

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BIC11:

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Address:

### **Representative(s) entitled to validly commit the Participant**

First name:

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Surname:

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Title or capacity:

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**Trusted agent's data**First name:  

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Surname:  

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E-mail address:  

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By signing this document, the representative entitled to validly commit the Participant and the Trusted Agent irrevocably agree to the Terms and conditions, the terms of Annex 8 thereof, the CPS, the CP and the present terms and conditions.

Made in Brussels on ..... in two original versions, one intended for the NBB and one intended for the Participant.

Name and signature of the NBB's  
representative

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Name and signature of the Participant's  
representative

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Name and signature of the Participant's  
Trusted agent

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*Please attach to this document copies of the appointed Trusted Agent's valid passport or national identity card (or equivalent official document).*