



PRC/RIA

Appendix 4
Trust Federation

PRC 2286/2401/16
RIA 16-0448-001

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Responsibilities of Governing Authorities

This Appendix is made by and between the Information System Authority of the Republic of Estonia and the Population Centre of Finland and is an integral part of the General Agreement (PRC 2286/2401/16; RIA 16-0448-001) concerning the Trust Federation of Estonian X-Tee and Finnish Palveluväylä.

Trust Federation of Estonian X-tee and Finnish Palveluväylä

APPENDIX 4 - RESPONSIBILITIES OF GOVERNING AUTHORITIES

I Responsibilities of Governing Authorities

Definitions

1. Governing Authority (hereinafter GA) – Organisation responsible for maintenance the data exchange platform in national domain.
2. Estonian Information System Authority (RIA) – Estonian X-tee GA.
3. Population Register Centre (VRK) – Finnish Palveluväylä GA.
4. Member – Member organisation using Finnish Palveluväylä or Estonian X-tee.
5. Service Provider – Member which has the right to define the service and grant access rights.
6. Service Consumer – Member which invokes the service usage.
7. X-Road – Technical solution behind Finnish Palveluväylä and Estonian X-tee
8. Base protocol – Base protocol here is referring to X-Road message protocol, X-Road message transport protocol, X-Road protocol for downloading configuration, Profile for High-Performance Digital Signatures and X-Road service metadata protocol.

II Generic provisions and responsibilities

1. RIA and VRK mutually acknowledge:
 - a. Both GAs are responsible for maintaining, administering and developing a platform for data exchange with relevant laws and regulations and in accordance with the General Agreement concerning the Trust Federation of Estonian X-Tee and Finnish Palveluväylä (PRC 2286/2401/16; RIA 16-0448-001).
 - b. Other GA is informed at least two (2) months ahead of changes considered to be relevant in relations of Trust Federation to GA's or Members responsibilities in national legislation or changes in the administration or use of platform for data exchange. In extraordinary situations shorter notification terms are allowed with reasoning why the minimal term of notification was not followed.
 - c. Other GA is informed at least 18 months in advance before making changes to Base protocol. If changes made are backwards compatible shorter notification



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terms are allowed. In extraordinary situations shorter notification terms are allowed with reasoning why the minimal notification was not followed.

- d. All the changes initiated to Base protocol are primarily made backwards compatible.
 - e. Local GAs provide the first level helpdesk for local support requests and for cross-border issues forward the issue to the other Governing Authority's support.
 - f. For information security incidents related to X-tee or Palveluväylä members that use cross-border services the respective contact must be informed in the GA without any delays.
 - g. Contract for using data service or such between X-tee and Palveluväylä Members are done based on the legislation of Service Provider.
 - h. The Trust Federation (between X-tee and Palveluväylä) does not reduce the business data confidentiality or integrity when exchange between X-tee and Palveluväylä members using data services.
2. RIA acknowledge and informs Estonian X-tee Members of the following:
- a. VRK has authorisation for supervision over on Palveluväylä Members, but VRK does not proactively audit the Members. Supervision is handled and platform reliability is maintained in accordance with Terms and Agreements of Palveluväylä.
 - b. VRK does not provide means for Palveluväylä Members for consuming data services without technical development work.
 - c. VRK ensures that information about Palveluväylä Members is authentic in regards of the information that can be found from the Finnish Trade Register and the Register of Foundations or the Register of Associations.
 - d. VRK ensures the authentic information about services published in Palveluväylä is published in the API catalogue (Liityntäkatologi, <http://api.suomi.fi>)
 - e. VRK ensures the authentic relationship between a Palveluväylä Member and certificates used on Palveluväylä.
 - f. Electronic seals produced by Palveluväylä members are "Advanced electronic seal". However, by default message payload is excluded from electronic seals and only message headers are included. The data integrity cannot be verified afterwards using the data stored by the Palveluväylä Member.
 - g. Palveluväylä Members might host information systems in foreign countries (outside from Finland).
 - h. VRK does not assess information security of information systems of Members of Palveluväylä, but information systems governed by the Finnish organisations are maintained and handled in accordance of the Finnish legislation and other regulations (e.g. Governmental organisations following VAHTI guidelines). VRK



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guarantees the identity of Members. The Members have agreed to the Terms of Use.

- i. Every Member shall join the test environment prior to joining the production environment. No test services by Service Providers are ensured.
 - j. Further processing and sharing of received information over X-Road by Palveluväylä Member is not exposed/manifested.
3. VRK acknowledges and informs Finnish Palveluväylä Member of the following:
- a. RIA has authorisation for supervision over on X-tee Members. Platform reliability is maintained in accordance with Terms and Agreements of X-tee.
 - b. X-tee Member can mediate data services to third parties in accordance of a service mediation policy if the Member has published a such policy.
 - c. Certifying Authorities which are acknowledged by RIA ensure the authenticity of X-tee Members that can be found from <https://riha.eesti.ee/>.
 - d. X-tee Members are responsible for sufficient description of X-tee data services in RIHA (<https://riha.eesti.ee/>).
 - e. Electronic seal produced by X-tee Members are "advanced electronic seals based on a qualified certificate". By default, message payload is included in the electronic seal. The data integrity can be verified afterwards by the X-tee Member.
 - f. X-tee Members are not allowed to host information system outside of Estonia without an explicit approval from X-tee GA.
 - g. X-tee Members have the explicit right to store received information in format, where integrity of received data is not reduced.
4. Responsibilities of Members when executing a cross-border data exchange. As GAs are not taking responsibility to data exchange or its requirements the Members must take the following issues to consideration when deciding of the data processing.
- a. Estonian Members:
 - i. Prior an X-tee Member is authorized to use a Palveluväylä Members data service the Palveluväylä member shall request from the X-tee member to sign a contract for using data service.
 - ii. Prior an X-tee Member authorizes a Palveluväylä Member to use the X-tee data services a confirmation from Palveluväylä Member should be acquired that conformance to integrity and confidentiality requirements met for any kind of data processing including acceptance to share data and service to third parties.
 - iii. Received electronic seals must be considered valid for the period of OSCP validity in Palveluväylä.
 - b. Finnish Members

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- i. Prior an Palveluväylä Member is authorized to use a X-tee Members data service the X-tee member shall request from the Palveluväylä member to sign a contract for using data service.
- ii. Prior a Palveluväylä Member as a Service Provider authorizes X-tee Member or Palveluväylä Member as a Service Consumer to use the data or otherwise grant access to data the service Provider should acquire an adequate clarification how the integrity, confidentiality, data security and data privacy requirements defined by the Service Provider are met for any kind of data processing. The Palveluväylä Member is responsible for evaluating the possibility the disclose data or give access against the requirements which it as a Service Provider states.
- iii. Received electronic seals must be considered valid for the period of OCSP validity in X-tee.

5. This Appendix is an integral part of the General Agreement (PRC 2286/2401/16; RIA 16-0448-001) concerning the Trust Federation of Estonian X-Tee and Finnish Palveluväylä.

6. Parties must notify each other the occurrence of circumstances which might lead to the amendments of this Appendix. Previously mentioned notifications shall be in a written form.