

## **certME eID Service Termination Plan**

**Version v1.0**

**Date: 26 Feb.2021**

**Document Security Level: Public**

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**Document History**

Version	Date	Reason	The person who made the change
0.1	February 2021	First draft version document – not-published	Policies Manager
1.0	February 2021	First version	Product Owner

**This document was created and is the property of:**

Owner	Author	Date created
certSIGN	Policies Manager	February 2021

**Distribution List**

Destination	Date distributed
certSIGN Management	February 2021

**This document was approved by:**

Version	Name	Date
1.0	Policies and Procedures Management Body	February 2021

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## 1 Introduction

certSIGN termination plan purpose is to minimize disruptions to Subjects being issued the certME eID and any other Relying Parties, which may arise from a termination of certME eID service. This plan includes the obligations to notify in advance all Subjects about the termination (if such exists) and the transition of responsibilities (services provided to the Subjects, databases, etc.), in compliance with the regulations in force, to another eID operator, if this is the case.

### 1.1 Overview

This plan is providing details on the termination scenarios for the certME eID Service as is defined detailed in the certME White Paper.

### 1.2 Document name and identification rules

This document represents the **certME eID Service Termination Plan**. It is pursuant to the “Guidelines on Termination of Qualified Trust Services” elaborated by the European Union Agency for Network and Information Security (ENISA), and with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

### 1.3 Service to which the termination plan applies

This termination plan applies to certME eID Service.

### 1.4 Termination plan administration

The present document is administered by the certSIGN Policies and Procedures Management Body (PPMB). The PPMB includes senior members of management as well as staff responsible for the operational management of the certSIGN services environment.

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**Table: 1.5.1** Organization administering the document

#### Contact person

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**Table: 1.5.2** Contact person

## 1.5 Applicable national legislation and relevant provisions on trust services termination

- Legea nr. 31/1990 - Legea societăților, republicată, cu modificările și completările ulterioare
- Ordinul ministrului justiției nr. 2594/C/2008 pentru aprobarea Normelor metodologice privind modul de ținere a registrelor comerțului, de efectuare a înregistrărilor și de eliberare a informațiilor
- HG nr. 902/2012 privind aprobarea taxei și tarifului pentru operațiunile efectuate de Oficiul Național al Registrului Comerțului și oficiile registrului comerțului de pe lângă tribunale

## 1.6 Definitions and abbreviations

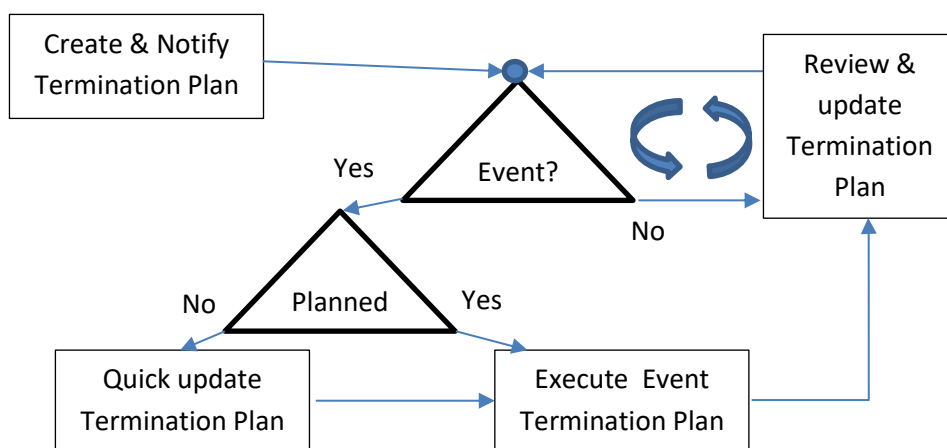
### Abbreviations

ADR	Authority for Romania Digitization – the Romanian National SB
CAB	Conformity Assessment Body
CD	Commission Decision
CEN	Centre Européen de Normalisation
CID	Commission Implementing Decision
CIR	Commission Implementing Regulation
EC	European Commission
EEA	European Economic Area
eID	electronic Identification
EN	European Standard
ETSI	European Telecommunications Standards Institute
ETSI TS	ETSI Technical Specifications
EU	European Union
GDPR	General Data Protection Regulation
ISO	International Organization for Standardization
MS	Member State
OID	Object Identifier
OJ	Official Journal (of the European Union)
SB	Supervisory Body
Sdi	Service digital identifier
SME	Small and Medium-sized Enterprise
TS	Trust Service
URI	Uniform Resource Identifier
Service – certME eID Service	

## 2 Termination Plan Preparation

### 2.1 Service Termination Process

The Service termination process starts with the creation, audit, notification (if it is the case), Supervisory Body - SB validation of a Termination Plan (if it is the case), then enters a cycle of periodic checking & improvement of the plan until any termination event occurs. On specific events the Termination plan is activated, and immediately checked for conformance. If valid the procedures are executed according to the instance of the plan generated for the event. If not valid, a quick update is created, validated and then executed with a tight control on the results.



**certSIGN** established its certME eID Service termination scenarios following the recommendations from ENISA, ETSI, and EU regulations to build the Termination Plan.

This plan set-up controls and procedures to ensure the availability of up-to-date policies, practices, procedures, process, 3rd party arrangements and other Service termination plan associated documentation.

**certSIGN** periodically reviews, updates the termination plan and assess it using best practices over risk analysis and applying appropriate mitigation measures over trustworthy systems.

When considering and before implementing “administrative” changes to the Service (e.g., change of name, merging, acquisition, bankruptcy, receivership, forced administration), the impacts of such changes will be carefully analyzed with regards to the need for changing operations of the Service activities in order to comply with the provisions of the eIDAS Regulation, and/or for terminating them properly.

Besides or as part of obligations from Art.2.4.1. of implementing Regulation (UE) 2015/1502, **certSIGN** maintains sufficient financial resources and/or obtain appropriate insurance to cover the costs required to properly execute the termination plan, particularly in case of unscheduled termination (e.g., in case of bankruptcy).

### 2.2 Communications

Without prejudice of notification of impacted parties once activating its termination plan, **certSIGN** publicly communicate, through the update of Operational Procedures and the terms and conditions, on the existence and updates of the Service termination plan towards customers, relying parties, relevant authorities and entities with which **certSIGN** has agreements regarding the Service it provides.

**certSIGN** includes in its communication to subscribers information on:

- The period of time during which **certSIGN** will ensure data/records to be kept available and of the importance of the use by concerned parties of appropriate procedures and technologies capable of extending such a period when applicable, with regards to the data/records they are concerned with.
- The importance of the use of appropriate procedures and technologies capable of extending the trustworthiness of previously created Service outputs.
- When intending to terminate the Service, partially or globally, **certSIGN** will propose, sufficiently in advance, alternative similar solutions to their impacted Subjects.

## 2.3 Qualifications & Training

certSIGN ensures on its staff/subcontractors expertise, reliability, experience, and qualifications through periodic activities of instructions and trainings, raising their awareness on the processes & procedures.

## 2.4 Documentation

The documentation associated with the termination plan includes by references the following:

- a) Formal termination procedures.
- b) Formal termination procedures internal assessment (including regular internal assessment of the practical feasibility of the implementation of the termination plan).
- c) Formal termination procedures training.
- d) Formal termination procedures training reports.
- e) Formal termination procedures auditing reports.
- f) Formal termination (contractual) arrangements with 3rd parties (incl. subcontractors, taking over parties, SB).
- g) Service terms and conditions, practices and policy documents.
- h) Up-to-date documentations for GDPR compliancy:
  - Records of processing activities and data (and metadata) mapping
  - Privacy impact assessments

## 2.5 Generic Rules & Procedures

certSIGN takes into account the following:

- Potential disruptions to Subjects and other relying parties are minimized as a result of the cessation of the Service, and in particular continued maintenance of information required to verify the correctness of the Service will be provided.
- certSIGN keeps an up-to-date termination plan
- Before certSIGN terminates the Service at least the following procedures apply:
  - o **certSIGN communications on services termination:**
    - to inform (at least 30 days in advance) all Subjects and other entities with which it has agreements or other form of established relations, among which relying parties and relevant authorities such as ADR.
    - to make the information of the termination available to other relying parties.
  - o **certSIGN contracting on services termination:**
    - terminate authorization of all subcontractors to act on behalf of certSIGN in carrying out any functions relating to the process of issuing certME eIDs.



- **certSIGN obligations of transfer on services termination:**
  - transfer obligations to a reliable party for maintaining all information necessary to provide evidence of the operation of certSIGN for a reasonable period – like:
    - registration information,
    - revocation status information
    - event log archives
  - transfer provision of Service for its existing customers to another service provider
  - maintain or transfer to a reliable party its obligations to make available its eIDs to relying parties for a reasonable period.
- **certSIGN secure keys on services termination:**
- In case CERTSIGN will terminate its activities without a partially or full transfer of its activities, it will revoke the certME eIDs one month after having notified the Subjects and will initiate the termination procedure for the contracts signed with the implied partners and/or suppliers.
- certSIGN has an insurance policy to cover the costs to fulfil the minimum requirements in case certSIGN becomes bankrupt or for other reasons is unable to cover the costs by itself, as far as possible within the constraints of applicable legislation regarding bankruptcy

## 2.6 Actions by Roles

### 2.6.1 PPMB – Identify operations to terminate & timing

**Identification of the operations to be ceased and the expected timing/scheduling.**

- a. The responsibility for the identification of Service operations is on **PPMB**.
- b. On the update event he will analyze the requests in order to identify the Service operations
- c. If needed, the list of operations to be ended will be double-checked with **Technical Manager of the Service**
- d. The PPMB Responsible will proceed with the expected timing required for the termination and will schedule the activities proposed, to match the expectations
- e. He will publish in the Teams channel of the Termination team the scheduled plan

### 2.6.2 PPMB – Selection of the termination staff

**Identification of the personnel (staff and/or subcontractors), the requested expertise and the training conditions.**

- a. The responsibility for the required personnel identification is on **PPMB**
- b. The PPMB Responsible will check the specific plan for the roles required and will map the existing staff and/or subcontractors to meet the needs
- c. He will request to certSIGN Management to approve the temporary reallocation of the staff and/or subcontractors during the termination plan execution
- d. Upon validation, the PPMB Responsible will internally publish the allocated resources

### 2.6.3 Policies Manager – Expected impact on Trusted List

- a. NA



#### 2.6.4 DPO – GDPR assesment updates

Personal data impact assessment update and updated mitigation measures.

- a. The responsibility of the GDPR assessment is on the **DP Officer**
- b. He will analyze the termination plan and will evaluate the impact on personal data
- c. The proposed mitigation measures will be added to the existing documentation
- d. All the docs will be analyzed, corrected/updated and validated
- e. Upon validation, the updated GDPR docs will published internally in SharePoint

#### 2.6.5 CISO – Risk Analysis updates

Risk analysis update and updated mitigation measures.

- a. The responsibility for the risk analysis updates is on **certSIGN CISO**
- b. The proposal of the updated mitigation measures is also certSIGN CISO responsibility
- c. All the update will be analyzed, corrected/updated and validated in a PPMB meeting
- d. Upon validation, the updated docs will be published internally in SharePoint

#### 2.6.6 PPMB – Allocate financial resources

Financial resources and/or appropriate insurance to cover the costs required to properly execute the termination plan.

- a. The responsibility for the financial resources allocation is on **PPMB**
- b. The PPMB responsible will analyze the activities from the scheduled plan and will estimate the financial resources required for each
- c. He will check on the existing insurance the coverage of the costs
- d. The PKI Policies Manager will update the scheduled plan with the proposed financial actions required to cover the costs of the termination execution

#### 2.6.7 Policies Manager – Termination Plan update

- a. The responsibility for the Termination Plan update is on the **Policies Manager**
- b. On the update event he will gather the information from the operational teams
- c. Will update the document according to the instruction ENISA guidelines and will request a meeting of the Management Committee for validation
- d. The PPMB committee will analyze, correct/update the proposal and will validate it
- e. The Policies Manager will update the published documents referring the Termination Plan (White Paper, Operational Procedures and Terms & Conditions)
- f. He will proceed for the approval of the updates by PPMB for publishing
- g. On PPMB approval the documents referencing the updated version of the Termination Plan will be published to certSIGN site.

#### 2.6.8 PPMB – Notifications to all related parties

Termination notifications.

- a. The responsibility for the termination notifications is on **PPMB**
- b. The PPMB responsible will identify the entities to be notified of the termination (e.g. SB, Subjects, relying parties, other providers with which the terminated service has trust relationships, staff and/or subcontractors) – and will internally publish their list.
- c. For each notified entity or logical group of notified entities, he will specify the provisions on the termination notifications, the notification means and the expected timing/scheduling of those notifications.

- d. The PPMB responsible will identify the reason for termination and the expected timing/scheduling
- e. He will update the Terms and conditions ruling the notified termination. These may include:
  - i. Arrangement(s) applicable with another Service provider for the provision of future services of similar nature.
  - ii. Preservation of Subject's related (personal) data.
  - iii. Preservation of operational data and other relevant data to sustain the trustworthiness of the Service outputs and related evidence.
  - iv. The conditions on continuation of use or revocation for certME eIDs.
  - v. Foreseen compensations to Subjects, when applicable.

### **2.6.9 PPMB – Execute the termination procedures**

#### **Procedures for termination actions execution.**

- a. The **Exec.Responsible** for the termination execution will be nominated by **PPMB**.
- b. The Exec.Responsible will follow the specific plan for the termination and will announce all the resources on their roles and targets
- c. He will closely monitor and control all the execution activities, with immediate decisions when needed, in order to keep the planned milestones/targets.
- d. The progress will be periodically reported to PPMB through the Teams dedicated channels.
- e. The PPMB is fully responsible for the successful termination of the Service.

### **2.6.10 PPMB – Transfer of records for continuity/archiving**

#### **Transfer of recorded, auditing and archival records to the arranged/contracted custodian(s), and proper identification of custodian(s).**

- a. The responsibility for the required personnel identification is on **PPMB**
- b. The PPMB Responsible will execute the termination plan activities related to the transfer of recorded, auditing and archival records to the arranged/contracted custodian(s), and proper identification of custodian(s).
- c. A verification of the correct transfer will be executed by the receiving team and the results will be communicated to certSIGN team by email.
- d. A formal document certifying the transfer of the data will be sign between the companies involved.

### **2.6.11 CISO – Document the Termination Process executed**

#### **Scheme manager decommissioning protocol**

- a. The responsibility for the documentation is on: **CISO**
- b. The Security Officer documents the entire Service decommission process under the Service decommissioning protocol.
- c. The Service decommission protocol is signed off by all parties: Security Officer, Auditor, System Administrator and certSIGN's Administrator.
- d. A copy of the Service decommission protocol is made available to the Service supervisory body, if this is the case.

## **3 Termination Plan Provisions**

There are different scenarios and situations that need to be taken into consideration. We considered the following situations, detailed in this chapter:

ID	Situations
1	Scheduled termination
1.1	certSIGN is the final entity liable for Service provision
1.2	certSIGN is NOT the liable entity for Service provision
1.2.1	There is a legal custodian/successor for certSIGN
1.2.2	There is NO legal custodian/successor for certSIGN
2	Unscheduled termination
2.1	Due to unrecoverable incident

As for the scenarios, we took into consideration the following scenarios:

ID	Scenarios
1	Decommissioning / End-Of-Life
2	Takeover, merging or acquisition of Service activities
3	Merger by incorporation
4	Service change of name
5	Business driven decisions

We have the following set of plans:

Situations / Scenarios	Decommissioning / End-Of-Life	Takeover, merging or acquisition of Service activities	Merger by incorporation	Service change of name	Business driven decisions
Scheduled termination - certSIGN is the final entity liable for Service provision	√	√	√	√	√
Scheduled termination - certSIGN is NOT the liable entity for Service provision	√	√	√	√	√
With successor					
Without successor					
Unscheduled termination - Due to unrecoverable incident	√	√	√	√	√

Plans with all the details for specific situations, scenarios and cases are presented in Appendix B

### 3.1 Scheduled Termination

This clause describes the provisions and actions to be undertaken:

- In the context of the scheduled termination of the Service; and/or

- In the context of the scheduled actions that could result in the partial or complete termination of the Service.

The arranged/contracted custodian(s), insurers or third parties involved in assisting the implementation of the termination plan are properly identified and their role and scope of assistance is clearly described in Appendix A.

If certSIGN will be the final entity liable for Service provision, with or without legal succession, then certSIGN will manage the whole termination process. If not, the custodian nominated in Appendix A will manage the termination process.

Details of the actions planned for specific scenarios are in Appendix C.

### **3.1.1 certSIGN remains final entity liable for Service provisions**

This case assumes certSIGN remains the final entity having legal liability and responsibility on the terminated Service.

That would allow to keep the existing and unrevoked certME eIDs unrevoked until Subjects receive new electronic identities or an alternative solution is provided. This situation does not prevent **certSIGN** to sub-contract external entities to meet its obligations on terminated services, prior and after their effective termination.

### **3.1.2 certSIGN no longer liable entity for Service provision, with legal succession**

If **certSIGN** will be no longer the final entity bearing liability and having the responsibility to terminate the Service since the obligations regarding the terminated Service are transferred to another legal entity, the following provisions will apply:

- The legal successor is the entity warranting the post-termination obligations of **certSIGN**, with regards to the terminated services (*the legal successor entity does not need to be a Service Provider*). When this is not the case, it needs to be ensured, prior to the termination by **certSIGN**, that an entity will take over these obligations.
- The legal successor may use the assets of the trust services taken over to provide the Service, provided:
  - The legal successor is already a Service provider
  - The legal successor is generating new eIDs.
- With regards to Service provider, the revocation of all existing and unrevoked certME eIDs having been issued by **certSIGN** before termination might not be necessarily carried out.

As long as the eIDAS Regulation requirements are met, the status of the Service taken over may be kept notified and service continuity is provided.

Replacing and revoking existing and unrevoked certME eIDs that have been issued by the terminating Service will occur as soon as possible. Replacement means the provision of new eIDs issued by Service operated by the successor under its own name.

### **3.1.3 certSIGN no longer liable entity for Service provision without legal succession**

This case is when certSIGN, terminating the provision of the Service, either partially or globally, will no longer be the final entity having legal liability and responsibility on the terminated Service and there is no transfer of obligation to a legal successor. Then, from the date and time at which this is effective, the following will apply:

- certSIGN is not to be considered as a Service provider.
- No new Service output will be created under the name of certSIGN.
- certSIGN will revoke any still valid (un-revoked) certME eIDs in use.
- certSIGN executes the procedures and means in order to meet requirements set forth in art. 2.4.1. of the Annex to the Implementing Regulation (EU) 2015/1502

### **3.2 Unscheduled Termination**

This clause describes the provisions and actions to be undertaken:

- In the context of the unscheduled termination of the Service, and/or
- In the context of the unscheduled actions that could result in the partial or complete termination of the Service.

This clause address provisions and actions similar to those covered in clause 3.1 taking into account the unexpected and unscheduled nature of the causes for termination, and the potential limited time space within which those actions need to be undertaken.

The relevant actions and the associated provisions planned for an unscheduled termination:

1. Termination Plan quick update and its provisions notification to SB if this is the case.
2. Quick identification of the closing/closed operations and rough estimation of timing needed.
3. Review of risk analysis and mitigation measures.
4. Contact financial resources and/or appropriate insurance to cover the costs required to quickly execute the termination plan.
5. Personal data impact assessment review and mitigation measures.
6. Termination notifications.
7. Procedures for termination actions execution.
8. Identification of the personnel available (staff and/or subcontractors), with the requested expertise and the training conditions.
9. Transfer of recorded, auditing and archival records to the pre-arranged/contracted custodian(s).

The pre-arranged/contracted custodian(s), insurers or third parties involved in assisting the implementation of the unscheduled termination plan are identified and their role and scope of assistance is clearly described in Appendix A.

In the context of an unplanned termination, the termination plan established for a planned termination should be followed as far as it is possible.

Nevertheless, the termination plan is designed in such a way to circumvent and anticipate potential significant differences and difficulties to a scheduled termination, e.g. shorter time to update and actualise the termination plan, shorter or no “in advance” notification possibility towards the the Subjects and the relying parties.

Prior arrangements are established with selected external third party to ensure proper execution of the termination plan’s “unscheduled version” with the aim to meet requirements set forth by the Implementing Regulation (EU) 2015/1502.

### 3.2.1 Termination due to unrecoverable incident

Unexpected or unscheduled termination of the Service may result from different causes such as severe incident or disaster from which incomplete or unsatisfactory recovery could be reached, bankruptcy, court orders, and any other unexpected reason forcing the Service to execute a termination.

## 4 Compliance internal/external audit and other assessment

This clause addresses internal and external audit and other assessment, in particular:

- **The list of topics covered by the assessment and/or the assessment methodology** used to perform the assessment:

a conformity assessment of the Service to confirm that they fulfil the requirements laid down in the Regulation (UE) 2015/1502- **Frequency of compliance audit** or other assessment.

- Initial audit followed by a regular verification during each of the 2-yearly audits

-

- **The relationship between the assessor and the Service** whose termination plan is being audited, including the degree of independence of the assessor

- No direct or indirect relations allowed

- **Actions taken as a result of deficiencies found** during the termination plan audit or other assessment.

- Corrections measures will be verified at 3 month after the audit conclusions, or as established by the auditors during the compliance audit

- **Internal/external person(s) entitled to be communicated the results** of an assessment, and/or the actions taken as a consequence.

- certSIGN representatives from the PPMB Committee as Contact person mentioned at para 1.4.

## 5 Other provisions

This clause provides any other applicable provisions not neatly fitting in any above clause.

## 6 Appendix A – delegated roles

The arranged/contracted custodian(s), insurers or 3<sup>rd</sup> parties involved in assisting the implementation of the termination are the following:

No	Full Name	Identification	Role	Scope
2	Allianz Global Corporate & Specialty-UK  COLONNADE INSURANCE LUXEMBOURG – SUCURSALA BUCUREST SA	Bucharest Trade Registry no. J40/17214/10.10.2017 Sole registration no. 38335135	Insurer – Professional Insurance  Insurer-liability Insurance	Cover the insurance required in any of the termination scenarios
3	....	...	Supplier	IT equipments supplier
4	....	...	Supplier	HSM equipments supplier
5	TULIP MANAGEMENT S.R.L.	CIF RO18288250 J40/484/2006	Supplier	Office spaces supplier
6	...	...		





## 7 Appendix B – certME eID Service specific termination plans

### 7.1 certME eID Service Scheduled Termination

#### Detailed Information

Service name certME eID

Current status: operational

Starting date & time 2021-02-26 01:00:00

#### The planning for termination of certME eID Service

ID	Task	Responsible	Dependencies	T1	T2	T3	T4	T5	T6	T7	T8
1	Identification of the operations to be ceased and the expected timing/scheduling	PPMB Responsible									
2	Identification of the personnel (staff and/or subcontractors)	PPMB Responsible	2								
3	Personal data impact assessment update and updated mitigation measures	DP Officer	2, 7								
4	Risk analysis update and updated mitigation measures	CISO	2, 5, 7								
5	Financial resources and/or appropriate insurance	PPMB Responsible	3								
6	Termination notifications to all implied	PPMB Responsible	2, 3, 4, 5, 7								
7	Scheduled time for the termination	PPMB	1, 2								
8	Execution of the procedures for termination	PPMB Responsible	1, 6								
9	Transfer of recorded, auditing and archival records	PPMB Responsible	6								
10	Document the Termination Process executed	CISO	8								

- 1 **Identification of the operations to be ceased and the expected timing/scheduling**
  - Stop issuing certME eIDs
  - prepare & announce the Validators teams – duration **T1 = max 1 day**
- 2 **Identification of the personnel (staff and/or subcontractors)**
  - check the availability of the (Trusted) Roles during the scheduled termination period
  - check the availability of the required subcontractors – all Validators
  - identify the staff needed: all Validators and operational personnel need to be aware
  - identify the subcontractors needed – all Validators involved in issuing certME eIDs
  - publish in the Termination Teams group the list of the Validators and operational group members
  - estimate the duration of this task **T2 = max 1 day**
- 3 **Personal data impact assessment update and updated mitigation measures**
  - service termination will affect all existing clients, as all certME eIDs are to be revoked.
  - all affected clients will be notified and on any complaint the standard procedure will be followed
  - estimate the duration of this task **T3 = max 2 days**
- 4 **Risk analysis update and updated mitigation measures**
  - a risks analysis review will be scheduled and sustained.
  - mitigation measures will be re-checked & updated if needed
  - estimate the duration of this task **T4 = max 1 day**
- 5 **Financial resources and/or appropriate insurance**
  - current provisions will be verified for this termination by the PPMB committee

- the insurance will be checked and the conditions to apply for it will be verified
- the estimated provisions for the termination plan fulfilment will be reassessed
- estimate the duration of this task **T5 = max 1 day**
- 6 Termination notifications to all implied**
  - notification to all Subjects with active certME eIDs will be prepared & sent
  - notifications to all Validators and third parties involved will be sent
  - service component termination will be announced internally, on certSIGN Intranet and Teams certME channels for information
  - estimate the duration of this task **T6 = max 2 days**
- 7 Scheduled time for the termination**
  - the exact date (and hour) will be established by the PPMB taking into account the minimum interval (30 days) after the notification.
- 8 Execution of the procedures for termination**
  - the termination procedures will be executed as planned and approved by PPMB
  - estimate the duration of this task **T7 = max 1 day**
- 9 Transfer of recorded, auditing and archival records**
  - as the service records will be transferred for the active certME eIDs to the designated successor, a transfer will be done, but all the records will be archived
  - estimate the duration of this task **T8 = 3 days**

The termination plan should start 3-4 weeks before the scheduled milestone approved by PPMB for the start of notifications on the termination of Service. Then we have the 30 days interval for feedback and communications with the Subjects and third parties involved. The effective termination procedure will take around 5 days.

## 7.2 Unscheduled Termination

certME DApp Owner private key proved to be compromised, the Service will be terminated immediately.

### The planning for unscheduled ending of certME eID Service

ID	Task	Responsible	Dependencies	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11
1	Identification of the operations to be ceased and the expected timing/scheduling	PPMB Responsible												
2	Identification of the personnel (staff and/or subcontractors)	PPMB Responsible	2											
3	Personal data impact assessment update and updated mitigation measures	DP Officer	2, 7											
4	Risk analysis update and updated mitigation measures	CISO	2, 5, 7											
5	Financial resources and/or appropriate insurance	PPMB Responsible	3											
6	Termination notifications to all implied	PPMB Responsible	2, 3, 4, 5, 7											
7	Scheduled time for the termination	PPMB	1, 2											
8	Execution of the procedures for termination	PPMB Responsible	1, 6											
9	Transfer of recorded, auditing and archival records	PPMB Responsible	6											
10	Document the Termination Process executed	CISO	8											

- 1 Identification of the operations to be ceased and the expected timing/scheduling**
  - Stop issuing certME eIDs:
  - prepare & announce the certME teams – duration **T1 = max 1 hour**
- 2 Identification of the personnel (staff and/or subcontractors)**

- check the availability of the (Trusted) Roles during the scheduled termination period
  - check the availability of the required subcontractors – all Validators
  - identify the staff needed: all certME service personnel need to be aware
  - identify the subcontractors needed – all Validators involved in issuing the certME eIDs
  - publish in the Termination Teams group the list of the certME Service and Validators group members
  - estimate the duration of this task **T1 = max 2 hours**
- 3 Personal data impact assessment update and updated mitigation measures**
- service termination will affect existing clients, as all issued/valid certME eIDs are to be revoked
  - all affected clients will be notified and on any complaint the standard procedure will be followed
  - estimate the duration of this task **T1+T2 = max 2 hours**
- 4 Risk analysis update and updated mitigation measures**
- a quick risks analysis review will be sustained.
  - mitigation measures will be re-checked & updated if needed
  - estimate the duration of this task **T2+T3 = max 4 hours**
- 5 Financial resources and/or appropriate insurance**
- current provisions will be verified for this decommissioning by the PPMB committee
  - the insurance will be checked and the conditions to apply for it will be verified
  - the estimated provisions for the termination plan fulfilment will be re-assessed
  - estimate the duration of this task **T2+T3 = max 4 hours**
- 6 Termination notifications to all implied**
- notification to all Subjects with active certME eIDs will be prepared & sent
  - notifications to all Validators and third parties involved will be sent
  - service component termination will be announced internally, on certSIGN Intranet and Teams certME Service channels for information
  - estimate the duration of this task **T4 = max 8 hours**
- 7 Scheduled time for the termination**
- the exact date (and hour) will be established by the PPMB taking into account the maximum interval (24 hours) for the revocation.
- 8 Execution of the procedures for termination**
- the termination procedures will be executed as planned and approved by PPMB
  - estimate the duration of this task **T5 = max 1 day**
- 9 Transfer of recorded, auditing and archival records**
- as the service records remain within certSIGN there is no need for a transfer, but all the records will be archived
  - estimate the duration of this task **T5 = 1 day**

The termination plan should start immediately after the private key compromise detection, as approved by PPMB for the start of notifications on the termination of the certME Service. Then we have the 30 days interval for feedback and communications with the Subjects and third parties involved. The effective termination procedure will take around 1 day.