

**CERTIFICATION SERVICES CONTRACT  
(QUALIFIED CERTIFICATES)  
eIDAS-Contract-1**

№ \_\_\_\_\_

This, \_\_\_/\_\_\_/20\_\_\_ in the city of Sofia this contract was made and entered into by and between:

**1. INFORMATION SERVICES JSC**, having its registered office and principal place of business in the city of Sofia, 2, Panayot Volov Street, entered in the Trade register under company identification number 831641791, represented by \_\_\_\_\_, acting in the capacity of attorney for Ivaylo Filipov – Executive director, hereinafter referred to as **CERTIFICATION SERVICES PROVIDER** (or **“PROVIDER”**), on the one hand,

and

**2.**“ \_\_\_\_\_”, BULSTAT/company identification number \_\_\_\_\_, represented by \_\_\_\_\_, personal number \_\_\_\_\_, holder of identity card № \_\_\_\_\_, issued on \_\_\_/\_\_\_/20\_\_\_ by \_\_\_\_\_ Police Department, hereinafter referred to as **SUBSCRIBER**, on the other hand.

**The parties agreed upon, as follows:**

**I. SUBJECT MATTER OF THE CONTRACT**

**Article 1.** /1/ The **Provider** shall provide to the **Subscriber** for payment services related to the delivery and administration of qualified certificate for electronic signature / qualified certificate for electronic seal / qualified website authentication certificate, hereinafter referred to as “the certificate”.

/2/ The type and description of the services under paragraph 1, as well as the price of the specific service are detailed in Annex № 1 being integral part of this contract.

**Article 2.** /1/ The Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services issued by Information Services JSC form integral part of this contract.

/2/ The **Subscriber** agrees with the provisions of the Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services issued by Information Services JSC, effective as at the date of signing hereof which are made available to the **Subscriber** at the following website: <http://www.stampit.org>.

**II. TERM OF THE CONTRACT**

**Article 3.** This contract shall be valid for a term of ..... /...../ year / years as from the date of certificate delivery by the **Provider**.

### III. RIGHTS AND OBLIGATIONS OF THE PARTIES

**Article 4./1/** The **Provider** may request from the **Subscriber** to produce the necessary data and documents related to the issue, administration and renewal of the certificate.

/2/ The **Provider** may store the information and documents produced by the **Subscriber** under paragraph 1.

**Article 5.** The **Provider** shall:

/1/ deliver the certificate to the **Subscriber** in line with the procedures for delivery of certificates;

/2/ publish the delivered certificate so as to enable the access of third parties to the said certificate, unless the **Subscriber** has explicitly stated his disagreement with such publication of the certificate.

/3/ not store or copy data related to the creation of **Subscriber's** private key;

/4/ undertake immediate steps related to registration of the changes, suspension, resuming or termination of certificate validity upon discovery of the relevant grounds thereby;

/5/ notify the **Subscriber** on circumstances related to the validity or reliability of the delivered certificate;

/6/ electronically publish and update a list of suspended and terminated certificates issued by the **Provider**;

/7/ not use the information stored thereof for purposes other than those related to its business activity. The **Provider** may make available to third parties only such information as is contained in the certificate.

**Article 6.** The **Subscriber** shall:

/1/ make available to the **Provider** true and complete information necessary for the delivery of the certificate and shall not infringe any third party's rights on trade names, trademarks, rights on domain names or other intellectual property rights;

/2/ notify the **Provider**, within 3 (three) days as from the date of publication of the certificate, for any discovered defects in the contents of the delivered certificate.

/3/ only use the delivered certificate with software which is compatible with X.509v3 standard and the other applicable standards for work with certificates;

/4/ promptly notify the **Provider** about any changes of the data and/or circumstances stated at the time of delivery of the certificate or specified therein;

/5/ promptly request to terminate the operation of the certificate in case of grounds available thereby;

/6/ only use the delivered certificate for the designated purpose and in compliance with the limitations specified therein, in this contract and in **Provider's** official documents;

/7/ not disclose information to third parties regarding the contents and the performance of this contract without **Provider's** explicit consent in writing;

/8/ pay within the agreed deadlines the price for delivery and use of the certificate, as well as the prices of the other services delivered by the **Provider** as detailed in Annex № 1 to this contract;

/9/ abide also by his obligations under article 7 in case of delivered website authentication certificate.

### IV. OBLIGATIONS OF THE HOLDER OF ELECTRONIC SIGNATURE / CREATOR OF ELECTRONIC SEAL

**Article 7.** The holder of electronic signature / creator of electronic seal shall have, in respect of the qualified certificate under article 1, paragraph 1, the following obligations:

1. To change the User PIN-code for access to the smart card before using the certificate for the first time;
2. To notify the Provider, within 3 (three) days as from the date of publication of the certificate, for any discovered defects in the contents of the delivered certificate;
3. To keep the private key so as to protect the key from compromising, loss, disclosure, modification or other unauthorized use;
4. To only use the delivered certificate with software which is compatible with X.509v3 standard and the other applicable standards for work with certificates;
5. To promptly notify the **Provider** about any changes of his personal data made available at the time of delivery of the certificate or specified therein;
6. To only use the delivered certificate for the designated purpose and in compliance with the limitations specified therein, in this contract and in **Provider's** official documents;
7. To carry out all obligations ensuing from the provisions of the Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services issued by Information Services JSC.

#### V. PRICES AND TERMS OF PAYMENT

**Article 8.** /1/ The price for delivery and use of the certificate, as well as the prices of the other services delivered by the **Provider** are detailed in Annex № 1 to this contract.

/2/ The **Subscriber** shall pay the price under paragraph 1 in any of the following ways:

1. Cash or at a POS-terminal (if such terminal is available at **Provider's** office) – upon signing of the contract. These ways of payment are accessible to all **Subscribers**.
2. By bank transfer – within 3 (three) days upon signing the contract and delivery of original invoice. The payment shall be made to the **Provider's** bank account specified in the invoice. This way of payment is only accessible to **Subscribers** being legal entities or sole proprietorship companies. If the Subscriber fails to effect the payment within the agreed term the validity of the contract and the certificate shall be terminated.

/3/ The costs for delivery of the data necessary to activate the smart card (User PIN-code) by courier service shall be covered by the **Subscriber**.

#### VI. LIMITATION OF PROVIDER'S LIABILITY

**Article 9.** The **Provider** shall not be liable to the **Subscriber** for damages resulting from:

1. use of the certificate beyond its limitations for use;
2. delivery of the certificate based on untrue information provided by the **Subscriber** or based on information concealed thereof;
3. default to comply with or inaccurate compliance with the security requirements as set forth by the **Provider**;
4. **Subscriber's** untimely request or failure to request the termination of certificate validity provided that the **Subscriber** learned that the private key was used illegally or there is a risk of such illegal use;
5. improper provision of the private key matching the public key specified in the certificate;
6. **Provider's** impossibility to discharge its obligations resulting from technical failure of equipment or telecommunications failure occurred beyond **Provider's** control;
7. physical failure, lockout or another impairment of the certificate, the smart card or the card reader by the **Subscriber**;

8. Subscriber's failure to discharge his obligations as stated herein, in the Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services issued by Information Services JSC.

## VII. TERMINATION OF THE CONTRACT

**Article 10.** /1/ This contract shall be terminated:

1. upon expiry of the term of validity of the certificate unless the certificate would be renewed within 30-days upon the date of expiry of the said term of validity;
2. upon termination of the certificate validity based on the relevant grounds;
3. if it is evidenced that the certificate was issued based on untrue information provided by the **Subscriber** or based on information concealed thereof;
4. if **Provider's** legal entity is wound up and the business is not transferred to another certification services provider;
5. in case of death or interdiction of **Subscriber** being natural person or winding up of **Subscriber's** legal entity or deletion of **Subscriber** being sole proprietorship company from the Trade register;
6. provided that either party to the contract files for bankruptcy or liquidation;
7. in case of force majeure events whereby the parties shall duly notify each other;
8. in case of Subscriber's failure to discharge his obligations set forth in this contract, the Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services issued by Information Services JSC;
9. in case of default of payment of the price under article 8, paragraph 2.

/2/ The termination of the contract shall also mean termination of the relevant **Subscriber's** certificate(s).

## VIII. GENERAL PROVISIONS

**Article 11.** The delivery of the certificate and the smart card by the **Provider** to the **Subscriber** shall be made after signing of takeover record by the parties.

**Article 12.** /1/ This contract may only be amended or supplemented by the parties by way of written agreement.

/2/ The operation of the contract shall be extended by **Subscriber's** submission of "Renewal application". The operation of the certificate shall be renewed in compliance with the provisions of the Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services issued by Information Services JSC, effective as at the date of submission of the "Renewal application".

**Article 13.** /1/ The parties shall resolve the disputes arising out in the course of execution of this contract by agreement and mutual consent.

/2/ Failing agreement the dispute shall be referred for resolution to the competent court in the city of Sofia pursuant to article 117, paragraph 2 of the Civil procedure code.

**Article 14.** /1/ The provisions of the Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services issued by the **Provider**, which are made available to the **Subscriber** at the following website: <http://www.stampit.org>, shall apply to all unsettled matters herein.

/2/ The provisions of the civil law of Republic of Bulgaria shall apply to all unsettled matters in the Practice statement for provision of qualified certification services by Information Services JSC, the relevant Policy for provision of qualified certificates and the General terms and conditions for provision of qualified certification services

This contract is made and signed in two originals – one for each party.

The following documents form integral part of the contract:

1. Annex № 1 – Price of equipment and certification services delivered by the Provider;
2. Annex № 2 – Statement by the holder of the electronic signature / creator of seal

**Subscriber:**.....  
/ \_\_\_\_\_ /

**Provider** .....  
/ \_\_\_\_\_ /

**Price of equipment and certification services delivered by the Provider**

Description	Quantity / pcs	Unit price (BGN)	Price (BGN)
<b>1. Delivery of qualified certificate</b>			
Type.....			
<b>2. Smart card</b>			
<b>3. Card reader</b>			
.....			
<b>4.</b>			
Total (net of VAT)			
Value added tax (20%)			
<b>Grand total</b>			

\* The warranty term of the card reader is 1 (one) year.

Subscriber:.....  
/ \_\_\_\_\_ /

Provider .....  
/ \_\_\_\_\_ /