

**STANDARDS BOARD**

Berne, 22 January 2008

Collaboration between the European Telecommunications Standards Institute (ETSI) and the Universal Postal Union (UPU)

(Agenda item 9)

Document by Macau Post

1 Subject	References/Paragraphs
Proposal to formalize the relationship between the European Telecommunications Standards Institute (ETSI) and the Universal Postal Union (UPU)	§§ 1-9
2 Decision expected	
The SB is invited to support and endorse the proposal for further consideration by the POC Chairman	§ 10

I. Background

1 The European Telecommunications Standards Institute (ETSI), based in France, is an independent, non-profit organization represented by 59 countries whose mission is to define and develop information and communications technologies (ICT) standards: telecommunications, broadcasting, and related areas such as intelligent transportation and medical electronics. ETSI is officially recognized by the European Commission and the European Free Trade Association (EFTA) secretariat.

2 The Universal Postal Union's Standards Board (SB), with seven Permanent Working Bodies, is the sole coordination and approval authority for international postal standards for its entire membership of 191 countries. The standards developed by the UPU cover the entire postal sector.

3 In 2006, ETSI embarked on a project (STF 318) to define and develop a standard for registered email (REM). In October of the same year, ETSI contacted the UPU to inform it of this activity in order to establish areas of commonalities with the aim of streamlining work by avoiding duplication of efforts. The development activities of the REM standard by ETSI are closely related to UPU's Secure Electronic Postal Services (S43) standard. It was agreed that because of the relationship between the two standards, it would be important to build synergies between the two organizations and to collaborate in defining and developing ICT standards.

4 During Phase 2 of the STF 318 project by ETSI which began in August 2007, an expert member of the Advanced Electronic Services User Group (AES UG) from Macau Post was engaged

by ETSI on a voluntary basis to participate in the REM project. The engagement letter is attached as annex 1.

5 In October 2007, the AES UG invited a representative from ETSI to its meeting in Bern to better understand its activities and to explore the possibilities of formalizing the relationship between ETSI and UPU.

II. Considerations

6 In view of the current informal arrangement existing between ETSI and the UPU with regards to the collaboration in standardization activities, real risks exist in the form of potential infringement of copyright and intellectual property rights, and improper disclosure of information.

7 ETSI has issued a letter to the AES UG representative from Macau Post (Annex 1) that clearly defines his terms and conditions for engagement in the REM project. Since the AES UG representative will be making reference to the UPU S43 standard in his engagement in the REM project, without an official agreement, the relationship is one-sided and UPU may be exposed to legal risks.

III. Conclusions

8 There is an urgent need for a cooperation agreement to be entered between the UPU and ETSI providing for mutual observer status, information exchange, cooperation on standardization work items of common interest, and possible adoption of each other's postal sector standards.

9 This official agreement will protect the interests of the UPU in line with similar other agreements already entered between the UPU and such international standards organizations such as CEN to alleviate any legal risks.

IV. Decision expected

10 The Standards Board is invited to support and endorse the proposal for further consideration by the POC Chairman.

Annex:

1 Letter of Engagement issued to the AES UG representative (Macau Post)

**LoE-STF 318V/09**

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31 August 2007
<070154>

***Letter of Engagement (LoE)
free of charge***

For the participation of **Mr. Gregory Sun** in **STF 318V** on Registered e-mail – Phase 2 - VOLUNTARY.

Between

The European Telecommunications Standards Institute (ETSI)

located at:
650, Route des Lucioles
06921 Sophia Antipolis Cedex
France

which, for the purpose of signature of this engagement,
is represented by **Dr. Walter Weigel**, ETSI Director General

on the one part

and

Direcção dos Serviços de Correios (Macao Post)

located at:
Largo do Senado
MO - Macau

hereinafter referred to as "**the COMPANY**"
which, for the purpose of signature of this engagement,
is represented by **Mr. Gregory Sun**

on the other part.

Preamble

CONSIDERING THAT:

- The purpose of this letter is to define the terms and conditions for the participation of an expert from the COMPANY in the ETSI Specialist Task Force STF318V on Registered e-mail - VOLUNTARY.
- ETSI is a non-profit association, whose mission is to produce the telecommunications standards requested by its Members, using the technical expertise they provide.
- The COMPANY has been supported by a Member of ETSI for the purpose of the participation to this STF
- An STF is a team of experts from different Companies working together under the technical guidance of an ETSI Technical Body, to achieve the standardization objectives requested by the ETSI Members and defined in the STF Terms of Reference.
- The experts have the shared responsibility for achieving the objectives defined in the STF Terms of Reference. The STF Leader is responsible for co-ordinating the work and for allocating the tasks to the experts, according to the requirements in the ToRs and following the technical direction given by the Technical Body.
- After a selection process of proposed individuals, ETSI has requested a specific expert employed by the COMPANY to participate in STF318V because of her/his skills, knowledge and experience of the subject.
- The expert is provided by the COMPANY to fulfil the specified work and shall remain at all times an employee of the COMPANY. However the COMPANY agree to respect the internal rules of ETSI as appropriate to the achievement of technical standardization tasks of the STF.
- In relation with their interest to progress the standard and recognizing the MCC Task as an effective tool to achieve this purpose, the COMPANY is prepared to make such expertise available free of charge for ETSI, as set forth in this letter.
- ETSI will only refund the COMPANY for the real cost incurred by the expert to accomplish mission travels required to perform this activity, as set forth in this letter

THE COMPANY AND ETSI (HEREINAFTER REFERRED TO AS "THE PARTIES") HEREBY AGREE THE FOLLOWING ENGAGEMENT:

Article 1. Subject of the engagement

This Letter of engagement concerns the participation of **Mr. Gregory Sun** (hereinafter referred to as the "EXPERT") in **STF 318V** (hereinafter referred to as "the STF") to assist **TB ESI** (hereinafter referred to as "the TECHNICAL BODY" or "TB") to achieve the standardization objectives outlined in the STF ToR provided in Annex 1 (hereinafter referred to as "the ToRs"), in the period from **03.September.2007** to **31.December.2007**.

Based upon the analysis of the work to be performed, the COMPANY estimates that the effort required to complete the tasks allocated to the EXPERT for the period concerned by this letter is **10 working days** (ten).

If more than 10 working days and/or a longer period result to be necessary to complete the work, the PARTIES may negotiate a possible extension of the present engagement.

In the event that the EXPERT named herein ceases to be entitled to perform the tasks for whatever reason, the COMPANY may propose the replacement of the named EXPERT with another expert of equivalent qualification to complete the performance of their engagement. ETSI shall reserve the right to accept the proposed replacement or to terminate this engagement according to the procedure described under Article 15 b) below.

Article 2. Execution of the work

The STF shall work under the technical guidance of the TB and/or its appointed Working Groups.

The ETSI Director-General, assisted by the ETSI Secretariat and represented by the STF Manager, is responsible for the supervision of this engagement with regard to the application of the ETSI Working Procedures and the timely availability of the STF deliverables according to the interests of the ETSI Members.

The STF Leader will co-ordinate the work within the STF and allocates tasks to the experts to achieve the objectives defined in the ToR, in accordance with the technical direction given by the TB. The STF Leader will report to the TB Chairman and the ETSI Director-General, who have the authority to assess the performance of the STF with respect to the production of deliverables and performance of tasks as stated in the ToR.

The EXPERT shall apply his specific knowledge and skills to the best of his ability in co-operation with the other members of the STFs to ensure the production of high quality deliverables.

The EXPERT shall work according to the requirements in the "ETSI Directives", and other relevant procedures established by the ETSI Secretariat for the production of deliverables and the management of the STFs. These include in particular the requirement to produce the ETSI standards according to the ETSI Drafting Rules.

The relevant procedures to be applied for the execution of this engagement can be found on the ETSI Portal, at the following addresses:

- ETSI Directives <http://portal.etsi.org/directives/home.asp>
- STF management rules: <http://portal.etsi.org/stfs/process/home.asp>
- ETSI drafting rules: <http://portal.etsi.org/edithelp/guides.asp>

In all cases, the latest available versions apply.

The ETSI Secretariat will inform the EXPERT of any changes in the procedures that are relevant to the execution of the STF work.

Failure to comply with the requirements in the ToR, the direction of the TB Chairman, the STF Leader, the ETSI Director-General or their delegates and/or to apply the ETSI Drafting Rules for the production

of the ETSI standards shall be treated as a serious breach of this engagement, as described under Article 15 b) below.

ETSI and the COMPANY designate a member of their executive team to serve as liaison to resolve inconsistencies that may rise from different interpretation of this engagement and/or its governing rules (hereinafter referred to as the "SUPERVISORS" of this engagement, as stated in Article 17). If problems arise, the SUPERVISORS must be available to participate in preliminary informal discussions on fact-findings, on a weekly basis.

In the case where the work is not satisfactorily performed or remains incomplete within the period agreed under Article 1, the situation will be reviewed by the TB Chairman, the ETSI Director-General, the STF Leader, and the SUPERVISORS, to determine a way forward.

Article 3. Working Conditions

The STF work will be normally performed by the STF experts in common sessions to be held in the ETSI premises according to the time table proposed by the STF Leader in consultation with the STF experts and the TB Chairman and agreed by the ETSI SUPERVISOR.

The EXPERT may be authorized to perform part of the work outside the ETSI premises, with the agreement of the STF Leader and the ETSI SUPERVISOR.

ETSI shall provide a standard STF working environment in the ETSI premises, in order to help achieve project goals. This includes office space and access to IT facilities during normal ETSI office hours.

Considering the qualification required for the execution of this work and the nature of the activity, the EXPERT will not be tied strictly to the daily working hours; however, in order to work efficiently with the other STF experts and the ETSI Secretariat staff, the EXPERT shall endeavour to follow the normal ETSI working hours. Working outside the normal ETSI working hours, during week-ends and other ETSI closing periods shall remain exceptional and must be agreed in advance with the STF Leader and authorized by the ETSI SUPERVISOR.

The EXPERT shall strictly follow the health and safety instructions applicable in the ETSI premises.

Article 4. Mission travels required by the STF activity

Travel cost for the EXPERT to participate in the STF working sessions is included in the flat-rate sum compensation of this engagement and is not reimbursed by ETSI.

In the event that the expert is required to travel in the context of the STF activity and the mission is expressly authorized by the ETSI Director-General, the travel and subsistence costs shall be covered by ETSI, according to the provisions set forward in the ETSI Mission Expenses Reimbursement Rules, as applicable to STF experts.

Mission travel reimbursement claims should be submitted to ETSI **no later than one month** after the travel has occurred. If this is not possible, the expert shall inform ETSI of the amount that will be claimed.

ETSI will reimburse to the COMPANY the real cost incurred by the EXPERT for the performance of the mission travel, against the presentation of an invoice established by the COMPANY and a reimbursement claim with attached copies of the detailed bills, invoices, air tickets, boarding cards and any other element required to justify the actual cost incurred.

In case the EXPERT attends a meeting other than an ETSI Technical Body, she/he shall produce an executive summary of the outcome of the meeting relevant to the STF work, to be sent to the STF Manager before submitting the reimbursement claim.

Since, according to this engagement, the EXPERT remains an employee of the COMPANY during her/his work for the STF, she/he shall be covered by the mission insurance regime of the COMPANY.

Article 5. Financial conditions

The PARTIES agree that the participation of **Mr. Gregory Sun** as expert in **STF 318V** is performed without remuneration from ETSI.

ETSI will refund the COMPANY only for the real cost incurred by the expert for the mission travels as set forth in Article 4.

Article 6. Obligations of the COMPANY regarding the EXPERT

6.1 General obligations

The PARTIES agree that the EXPERT shall at no time be deemed to be an employee of ETSI, and that the EXPERT shall remain an employee of the COMPANY.

The COMPANY shall continue to fulfil all legal obligations of an employer (e.g. social security, medical insurance and other employer tax contributions) for which the COMPANY is liable.

In addition, the COMPANY will make adequate provision, whether by insurance or otherwise, to compensate the EXPERT for any injury or illness he/she may suffer whilst participating in STF sessions, held in ETSI or elsewhere, and/or mission travel authorized by ETSI, in the course of the execution of the present engagement.

On request by ETSI, the COMPANY shall provide ETSI with official documents demonstrating that these obligations have been and continue to be fulfilled.

6.2 Obligations to be fulfilled when the expert works in the ETSI premises

If the COMPANY is not established under the French law, they must complete Annex 3 for submission by ETSI to the French labour inspection authorities.

The COMPANY shall ensure that the EXPERT fulfils the obligations required by the relevant international regulations and French legislation regarding immigration procedures and taxation.

A copy of the documents showing that the EXPERT fulfils the obligations regarding immigration procedures must be delivered to ETSI prior to the start of the work. Failure to provide these documents and/or to comply with the obligations deriving from the French law shall be treated as a serious breach of this engagement, as described under Article 15 b) below.

If the EXPERT contracts an incapacitating illness or sustains an accident which is likely to prevent, or does prevent the EXPERT from fully carrying out the duties under this engagement, the MEMBER shall immediately notify ETSI of such illness or accident in order for remedial actions to be taken. If the COMPANY so requests, ETSI shall arrange at the expense of the COMPANY, the transport of the EXPERT to her/his home or to a specified hospital.

Article 7. Intellectual Property Rights

By virtue of this engagement, the COMPANY agrees, on his own behalf and on behalf of the EXPERT that ETSI owns the copyright to the text, graphics, figures, tables and other content of standards and other publications and software development resulting from work done under this engagement.

Regarding other Intellectual Property Right (hereinafter referred to as "IPR") than the copyright stipulated in the preceding paragraph, it is agreed that nothing in this engagement shall be deemed to, or require the COMPANY to transfer, assign or license any of the COMPANY's IPR to ETSI. However, the EXPERT who provides to ETSI information covered by IPR owned or controlled by the COMPANY, for the purpose of its inclusion in standards and standards-related publications, shall use its reasonable endeavours to timely inform ETSI of essential IPRs it becomes aware of. In particular, the EXPERT shall, on a bona fide basis, draw the attention of ETSI to any of the COMPANY's IPR,

which might be essential if that proposal is adopted. When such an essential IPR is notified to ETSI, the COMPANY shall provide ETSI with an undertaking in writing that it is prepared to grant irrevocable licences on fair, reasonable and non-discriminatory terms and conditions under such IPR as provided by the ETSI IPR Policy.

Article 8. Confidentiality

The EXPERT will not disclose COMPANY confidential information under this engagement.

The EXPERT is not providing legal advice and is not responsible for identifying or raising any legal issues or otherwise rendering any legal services, all of which are the sole responsibility of ETSI.

The COMPANY undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to the EXPERT's attention during the performance of the engagement, or any result arising from the work specified in the engagement which is not available publicly or intended to become available publicly.

The COMPANY shall ensure that the EXPERT will respect the confidentiality of any information brought to her/his attention during the performance of the work and that he/she will not divulge to third parties or use for her/his own benefit or that of any third party any document of information not available publicly, even after completion of this engagement.

Article 9. Liability of the Parties

Neither the COMPANY nor its officers, directors or employees, shall have any liability to ETSI or to ETSI employees or representatives for any loss, damage or claim of any kind or character arising from or in any way connected with any act or omission on the part of ETSI under this engagement.

Neither ETSI nor its officers, directors or employees shall have any liability to the COMPANY or to the COMPANY employees or representatives for any loss, damage or claim of any kind or character arising from or in any way connected with any act or omission on the part of the COMPANY or its staff during the performance of the engagement.

Article 10. Applicable law

This Engagement Letter between the parties shall be governed under French law without any application of conflicts of law rules.

Article 11. Jurisdiction

In the event that a mutual agreement proves impossible between the PARTIES, the French Courts shall have exclusive jurisdiction to determine any dispute arising between the PARTIES in the performance of this engagement. Venue: Grasse, Alpes Maritimes, France.

Article 12. Successors and Assigns

This engagement shall bind and inure to the benefit of the successor of the COMPANY and ETSI respectively. The Engagement shall not be assigned by either of the PARTIES in whole or in part without the prior written consent of the other PARTY.

Article 13. Duration

This engagement shall take effect on the date it is signed by both PARTIES and shall last for the period specified in Article 1, unless terminated in accordance with Article 15. The EXPERT shall not

start work for the STF before the engagement is signed by both PARTIES and any other documentation requested under this engagement has been provided. In any case, this offer is valid for a maximum period of **forty days** from the date this LoE has been sent to the COMPANY.

Article 14. Entire engagement, amendments and additions to the engagement

The terms in this Engagement Letter constitute the entire engagement between the COMPANY and ETSI for the participation of the EXPERT in the STF and supersede all prior or contemporaneous oral and written representations, understandings or agreements relating to the subject matter hereof. This Engagement Letter may be changed only by a written agreement signed by an authorized representative of the COMPANY and ETSI.

Article 15. Termination of the engagement

- a) Either PARTY may, of its own volition, terminate this engagement by giving formal notice ONE month in advance.
- b) In the event of a serious breach of any of the conditions of this engagement by the COMPANY, ETSI will inform the COMPANY of the reasons for this breach by registered letter, and the engagement shall be terminated without further formal notice.

Article 16. Annexes

The following annexes form an integral part of the present engagement:

- Annex 1 – STF Terms of Reference
- Annex 2 – Milestones
- Annex 4 – Support from an ETSI Member

This engagement is made in two originals in English, one of which is for the COMPANY and the other for ETSI.

Article 17. Supervisors

The parties appoint the following persons as SUPERVISORS for the execution of this engagement:

For the COMPANY

Mr. Carlos Alberto Roldao Lopes
Role/title: Post Master General

e-mail: director@macaupost.gov.mo
tel: +853 572950
fax: +853 336603

For ETSI

Mr. Alberto Berrini
STF Manager

e-mail: alberto.berrini@etsi.org
tel: +33 4 9294 4264
fax: +33 4 9238 5264

Article 18. Correspondence

All correspondence concerning this engagement, concerning other than the SUPERVISORS shall be addressed to:

For the COMPANY

Mr. Gregory Sun
Direcção dos Serviços de Correios (Macao Post)
Edf. de Correios 12 Andar
Estrada de Dona Maria II Nos 11A -11D
MO - Macau

e-mail: gregsun@esigntrust.com
tel: 001-853-717522
fax: 001-853-717523

For ETSI

STFLINK
ETSI
650, route des Lucioles
F-06921 Sophia Antipolis CEDEX
FRANCE

e-mail: stflink@etsi.org
tel: +33 4 9294 4950
fax: +33 4 9294 4371

Agreed:

On behalf of
Direcção dos Serviços de Correios (Macao Post),
I hereby assent
to the Terms and conditions embodied
in this Engagement Letter and Annexes
incorporated by reference herein:

For the COMPANY

Mr. Gregory Sun

Date:

On behalf of
ETSI,
I hereby assent
to the Terms and conditions embodied
in this Engagement Letter and Annexes
incorporated by reference herein:

For ETSI

Dr. Walter Weigel
ETSI Director General

Date:

Annex 1



ToR STF 318 Phase 2 (TC ESI)

Status: approved by Board#62
Version: 3.2 - Date: 15 May 2007
Author: R. Genghini/J.C. Cruellas
Last updated by: A. Berrini

Terms of Reference for Specialist Task Force STF 318 (TC ESI) Phase 2 and preliminary information for Phase 3 “Electronic Signatures Applied to Registered Emails: formats and policies.”

1 Background

ETSI Board#59 has agreed the ToR for an STF to prepare standards for the application of Electronic Signatures to Registered Emails.

The ESI proposal was based upon a work plan in three phases:

Phase 1 (preliminary study and production of a TR): November 2006 to June 2007 (ESI#17)

Phase 2 (production of TSs on formats and policies): July/August 2007 to June 2008

Phase 3 (dissemination, promotion and harmonization): July/August 2008 to December 2008

The preliminary cost estimate for the whole project was 264 000 EUR, split as follows:

Phase 1: 66 000 EUR (60 000 EUR manpower, 6 000 EUR travels)

Phase 2: 132 000 EUR (120 000 EUR manpower, 12 000 EUR travels)

Phase 3: 66 000 EUR (60 000 EUR manpower, 6 000 EUR travels)

The Board agreed funding for Phase 1 (66 000 EUR) and invited ESI to apply for funding of Phase 2 under the second allocation of the 2007 budget, with updated ToR, to be reviewed according to the outcome of Phase 1.

The present document provides the updated ToR and confirms the request to fund 132 000 EUR for Phase 2, to be spent across 2007 and the first half of 2008. The resources for Phase 2 may be equally split under the 2nd allocation of the ETSI budget 2007 (66 000 EUR) and the 1st allocation of the budget 2008 (66 000 EUR).

TC ESI will review the progress of the STF before confirming the request for funding under budget 2008.

2 Results of STF-318 Phase 1

Phase 1 of STF-318 started in November 2007. Since then, the most relevant achievements at the moment of writing this document are listed below and have been already reported within the Progress Reports delivered as established in milestones A and B of Phase 1 work-plan:

The team has developed a very extensive questionnaire (envisaging over 550 possible replies) encompassing all aspects of Registered E-Mail, receiving about 35 replies some of which were filled in with the responders and, where necessary, reviewed with them. The information collected are being processed, with the help of a summarisation spreadsheet, to identify the prominent requirements deriving from actual implementations, existing specific standards, legislation actually in force, experts suggestions.

As a provisional outcome the team has produced a preliminary draft of the DTR/ESI-00051 which has been circulated to the ESI list on March the 20th, as scheduled in the original work-plan. This Technical Report contains the results of the initial (and in consequence not completed) analysis performed by the STF team on the information provided by the aforementioned fulfilled questionnaires. In addition to that, and as it was established in the STF-318 ToR, this Technical Report also provides the necessary elements to identify the exact scope of Phase 2, so that ESI may upgrade the ToR and estimate the required resources.

The scope for the next STF-318 phases has been discussed with the Technical Committee, and a number of relevant issues have been identified that have resulted in the production of a proposal of updated Terms of References for phases 2 and 3.

Some work related to the STF Phase 3, has already been anticipated, with a presentation for at the 2nd ETSI Security Workshop held in Sophia Antipolis 16th and 17th of January 2007, by the ESI Chairman; and producing a note on the ESI/STF-318 concept for the electronic journal of EEMA.

2.1 Market identification

Stakeholders' interest may be asserted by the fact that the information gathered proves that there already exists a significant market for Registered E-Mail services in Europe, with more or less strictly REM related services existing or planned in at least 10 European nations with an existing user community of over 500,000 and a potential community that some questionnaire responder assessed of 100 million. More than 14 such services have been already reported, most of them already deployed and working. In one country a REM specific legislation even exists, that provides legal validity per se to the REM. This means that the need for this kind of service was already identified in different communities some time ago and several organizations have already made the effort of designing, implementing, deploying and running it. In addition the number (non negligible by any means) of services/products being implemented and planned seems to indicate that there is still margin for increasing the penetration of REM systems.

The team also gathered information on the status of regulations and the legal validity of evidences provided by REM services within different European countries, which confirmed big differences among them, spanning from full legal validity, as hinted above, to recognition only under general evidential and contractual legislation. This shows a need for harmonisation throughout Europe, therefore the Technical Specification that would be produced by the STF Phase 2 should be drafted in a way that avoids suggesting we might interfere with national legislations, or, at least, in a way that makes it possible to the currently implemented systems to interact with the REM model proposed by the STF.

Phase 1 is now entering in its final phase, mainly focussing on the production of the final version of the DTR/ESI-00051. This will incorporate the dispositions of any comment raised by ESI committee and also the information corresponding to the last completed questionnaires arrived to the STF-318 team.

3 Reasons for proposing updated Terms of Reference for Phases 2 and 3

3.1 Overview of the proposal

As it is proved by the information gathered during Phase 1, registered email is becoming more and more essential to exchange and share digitally signed documents. Registered email can provide a tool to grant additional evidential value to digitally signed data, providing trustworthy evidence on the sending and on the receiving entity/person.

This proposal is to establish specifications for the provision of signed evidence in support of registered electronic mail based on the results into a study on the range of solutions that currently exist across Europe.

3.2 Purpose of the work

In at least 10 European states one or more application(s) are in place providing strong evidence of the handling of emails, including proof of submission and delivery, to support registered electronic mail. A

study has been carried out into these registered email systems. Several approaches providing different forms of evidence were identified. As a result the need has been identified to establish agreed specifications for the provision of signed evidence in support of registered electronic mail.

Specifications for the provision of signed evidence in support of registered e-mail are required to ensure a consistent form of signed evidence which can be recognised across Europe. Such specifications are also required to maximise interoperability between REM service providers. Through the provision of agreed specifications, competition between REM providers would be maximised and users would be able to transfer easily between service providers.

In particular, to achieve these goals the development of the one multi-part specification was identified as necessary, including the parts listed below:

1) Architecture for the provision of signed evidence in support of Registered E-Mail.

This part should address the architectural elements of Registered E-Mail and examples of how they are used to provide registered E-Mail. The architecture will describe the different forms of evidence to be provided, the entities involved and the events and conditions under which the evidence is to be produced.

2) Data requirements and formats for signed evidence in support of Registered E-Mail.

This part will identify the data requirements for the different forms of evidence identified in the architecture and specify how this may be provided using alternative data syntaxes.

3) Policy requirements for trust service providers supporting Registered E-Mail.

This part will specify auditable policy requirements and obligations on the parties involved in Registered E-Mail with the purpose of making them trustworthy up to the point that the evidences they provide are robust and reliable enough to be used in court.

The trusted mechanism of this signed evidence would reasonably be based on Advanced Electronic Signatures, based on ETSI TS 101 733 and/or TS 101 903.

The work will be carried out in liaison with the Universal Postal Union. In addition it will be considered the opportunity of submitting the resulting specifications to other international organisations such as IETF SMIME (<http://www.ietf.org/html.charters/smime-charter.html>), and International Standards Organisation JTC1 SC27 (Security Techniques) in order to become globally accepted.

3.3 Relation with the ETSI Strategic Objectives

With respect to the ETSI Strategic objectives outlined in GA40PD11r1 the proposal is in support of "Security throughout networks" and is also in support of the recommendations from the ETSI GA HLRG to move towards ICT standardisation.

3.4 Relation with other activities within ETSI and/or related organizations

ETSI TC ESI developed in the past TS 102 042 that defines the policy requirements for certification authorities issuing public key certificates and TS 102 573 that defines policy requirements for trust service providers signing and/or storing data for digital accounting. These and other related activities provides a good basis for defining policy requirements in the context of Registered E-Mail.

Furthermore, ETSI ESI developed in the past two standards defining Advanced Electronic Signature formats: ETSI TS 101 733 and ETSI TS 101 903. More recently, STF 298 developed TS 102 734 and TS 102 904, that define profiles for these formats applicable to a number of market needs.

For this reason ETSI ESI on the one hand is the best suited European standardisation body to develop this type of standard, also due to the effort currently being produced in STF 318 Phase 1, while, on the other hand, by developing this STF it has a great opportunity to further promote its signature formats related standards.

3.5 Priority within the TB

This STF has been assigned High Priority by the ETSI TC ESI.

3.6 Motivation why the STF-318 Phases 2 and 3 are urgently needed

All over Europe it has been noticed, as is being confirmed by the STF 318 Phase 1 findings, an increasing need for citizens, companies and public authorities to transfer messages and sets of data via the internet with integrity, confidentiality and non-repudiation, as well as for a paperless registered mail service.

In order to implement seamless communication between different states, national e-Government services not only need to fully support single market but require that they are open to citizens and enterprises throughout Europe and that the interoperability efforts, currently taking place nationally, would be scaled up to work at a pan-European level.

Some Ministries of Justice are working on pilot paperless court trial and now they are moving from pilot to real applications. There are many projects even within the same Member State (they are mostly justice-court-driven) so protocol and format problems of communication abound.

Due to this scenario, it is necessary to urgently provide the market with specifications of security management and policies for Trusted Service Providers of such IT services.

As above said, from the findings of a study being carried out into the registered email systems it results that in at least 10 European states European one or more application(s) are in place providing strong evidence of the handling of emails to support registered electronic mail. Several approaches providing different forms of evidence were identified. Agreed specifications are required in order to ensure a consistent form of evidence across Europe and maximise interoperability between REM service providers. Thereby competition between REM providers would be maximised and users would be able to transfer easily between service providers.

Given the need for this service type felt in various EUMS it is urgent that a common set of such specification is published to prevent, or at least reduce, the risk of proliferation of different technical solutions and requirements, thus promoting cross border interoperability and therefore an easier exchange of trustable e-mail all around Europe.

3.7 Confirmation of active support from the Members

The continuation of STF-318 has the support of the following ETSI Members, active in ETSI TC ESI:

Telenor
Deutsche Telekom
UNINFO
Studio Notarile Genghini
Hungarian Ministry of Informatics and Communications

Number of delegates at ESI meetings is commonly 20-25, with very pro-active contributions. STF tasks are discussed and progressed during meetings in plenary. Discussions are conducted between meetings electronically on two mail distribution lists, one internal and one public, with high participation from members and outsiders as well.

3.8 Identification of tasks, phases, priorities, technical risk

As it has been said before, the STF-318 activity was organised into three phases.

The first phase which is completing its investigation of the current range of solutions for registered e-mail and has already identified the need for agreed specifications is due to be completed in June 2007.

The second phase, to draft the specifications identified as being required in the first phase, is to follow the first phase and run for a further 12 months.

The third phase is for dissemination and harmonisation. It will be considered the opportunity of submitting the resulting specifications to other international organisations with common interests in security and e-mail such as IETF SMIME and International Standards Organisation JTC1 SC27 in order to become globally accepted. In addition, the specifications will be updated and maintained taking into account comments and amendment proposals arising during the dissemination and international harmonisation activity.

Overall man days required:

For phase 1, 100 man days were already allocated.

The manpower required for successfully completing phases 2 and 3 according to the new scope, goals and outcome, is as follows:

For phase 2, 200 man days are needed

For phase 3, 100 man days are needed

3.9 Outcome of the STF Phases 2 and 3

The STF will define the possible technical ways and means necessary to achieve trustworthy and verifiable evidence of the handling of electronic mail.

The STF phase 2 would produce one multi-part Technical Specification. Below follow the three parts identified:

Architecture for the provision of signed evidence in support of Registered E-Mail.

Data requirements and formats for signed evidence in support of Registered E-Mail. (This may be one part or split in several parts)

Policy requirements for trust service providers supporting Registered E-Mail.

It cannot be excluded that, during this profiling work, the need to amend existing ETSI deliverables, such as TS 101 733, TS 101 903, (and as a consequence, TS 102 734 and TS 102 904), TS 102 042 may arise.

The STF Phase 3 will:

1. evaluate the possibility to submit the resulting specifications to other international organisations such as IETF SMIME (<http://www.ietf.org/html.charters/smime-charter.html>), and International Standards Organisation/IEC JTC1 SC27 (Security Techniques) for possible future related activities
2. where deemed as appropriate will make presentations on the STF outcomes and findings to relevant bodies

4 Consequences if not agreed:

A range of registered e-mail services are already established across Europe and the number of services are set to grow significantly over the next few years. Without the definition of common standards there will be inconsistency in the evidences provided by such registered e-mail service providers, making it difficult for users to compare the offerings of REM service providers, and users will be locked into single REM providers without the ability to easily transfer to alternative providers. In addition, it will be difficult to achieve interoperability between registered e-mail service providers and so to enable registered e-mails to be passed between service providers.

5 Detailed description:

5.1 Subject title:

Registered Emails: Architecture, Applied Electronic Signatures, Data Formats and Policies.

5.2 Reference Technical Body:

TC ESI

5.3 Other interested TBs (if any):

5.4 Steering Committee

The STF will report to the ESI plenary.

5.5 Support from ETSI Members

See under 1.2.1

5.6 Target date for the remaining phases:

Phase 2: July/August 2007 to June 2008

Phase 3: July/August 2008 to December 2008

5.7 Duration and target date for the conclusion of the work:

Total duration (remaining): 18 months from July/August 2007 to December 2008

5.8 Resources required for the remaining phases:

Total resources estimated to be required **198 000 EUR**

Phase 2: 132 000 EUR (120 000 EUR manpower, 12 000 EUR travels),

Phase 3: 66 000 EUR (60 000 EUR manpower, 6 000 EUR travels)

Resources for Phase 2 are requested partly under the **2007 budget (66 000 EUR)** and partly under the **2008 budget (66 000 EUR)**. TC ESI will review the progress of the STF before confirming the request for funding under budget 2008.

Resources for Phase 3 will be considered under the 2nd allocation of the ETSI budget 2008.

5.9 Experts qualification required, mix of skills

Experts are required to perform the work over the duration of the STF, with one or more of the following qualification:

- knowledge of ETSI TS 101 733 and/or TS 101 903 and of TS 102 734 and/or TS 102904
- knowledge of TS 102 042 and ISO/IEC 2700x family
- one expert familiar with standards drafting
- one expert familiar with handling relationship with ETSI ESI
- knowledge of some existing and prospective regulations and implementations in their own area of competence, including stakeholders' interest.

The actual number of experts and mix of skills may depend on the actual applications received and will be decided when setting up the new phases of the STF-318.

5.10 Scope of Terms of Reference:

The aim of this task is to propose a generic architecture for REM services and define policies and formats for the provision of signed evidence for registered e-mail services, meeting the legal minimal requirement across member states.

Where amendments are found to be necessary to the existing ETSI deliverables, e.g. TS 101 733, TS 101 903, TS 102 734, TS 101 904, TS 102 042, they will be formalised and submitted to ETSI TC ESI.

5.11 Organization of the work in tasks and/or phases:

There is no need to further separate this Task in subtasks, given the strict interdependency of its two main parts: drafting the deliverable, public review.

5.12 Related activity in other bodies and co-ordination of schedules:

Although differently focused, this STF will take into account the findings and outputs of STF305 requirements collection across Europe on the SODA policies and practices, having as title "Policy requirements for trusted service providers issuing fiscally relevant documents", in order to provide harmonised requirements regarding long term storage as well as those of STF 298 that developed profiles for electronic signature formats applicable to a number of market needs.

5.13 Base documents and their availability

The STF work will be based upon the following documents:

TS / Work Item	Current Status	Date TB approval
ETSI TS 102 042	Published	
ETSI TS 101 733	Published	
ETSI TS 101 903	Published	
ETSI TS 102 734 ETSI TS 102 904	Published	
ETSI TR 102 572 ETSI TS 102 573	Approved to be published	

5.14 Work Items from the ETSI Work Programme (EWP) for which Phases 2 and 3 are required:

Phase 2 and 3 of the STF-318 will produce one multi-part Technical Specification, for TB approval (Work Items have been approved by ETSI TC ESI in ESI#15). Below follows the list of WI identifying each part of the TS:

DTS/ESI-00052-1: Registered Electronic Mail (REM); Architecture, Formats for signed evidences. and Policies for REM TSPs; Part 1: Architecture

Scope: This part should address the architectural elements of Registered E-Mail and examples of how they are used to provide registered E-Mail. The architecture will describe the different forms of evidence to be provided, the entities involved and the events and conditions under which the evidence is to be produced.

DTS/ESI-00052-2: Registered Electronic Mail (REM); Architecture, Formats for signed evidences. and Policies for REM TSPs; Part2: Data requirements and formats for signed evidences

Scope: This part will identify the data requirements for the different forms of evidence identified in the architecture and specify how this may be provided using alternative data syntaxes.

DTS/ESI-00052-3: Registered Electronic Mail (REM); Architecture, Formats for signed evidences. and Policies for REM TSPs; Part3: Policies for TSPs.

Scope: This part will specify auditable policy requirements and obligations on the parties involved in Registered E-Mail in order to provide robust evidence that may be used in court.

5.15 Planned output schedule:

DTS/ESI-00052-1: Registered Electronic Mail (REM); Architecture, Formats for signed evidences. and Policies for REM TSPs; Part 1: Architecture

Start of the work	July 2007
Scope and ToC	September 2007
First stable draft for TB review	November 2007
Draft for TB approval	February 2008
TB approval	May 2008
Publication	June 2008

DTS/ESI-00052-2: Registered Electronic Mail (REM); Architecture, Formats for signed evidences and Policies for REM TSPs; Part2: Data requirements and formats for signed evidences

Start of the work	July 2007
Scope and ToC	September 2007
First stable draft for TB review	November 2007
Draft for TB approval	February 2008
TB approval	May 2008
Publication	June 2008

DTS/ESI-00052-3: Registered Electronic Mail (REM); Architecture, Formats for signed evidences. and Policies for REM TSPs; Part3: Policies for TSPs

Start of the work	July 2007
Scope and ToC	September 2007
First stable draft for TB review	November 2007
Draft for TB approval	February 2008
TB approval	May 2008
Publication	June 2008

6 Document history

Version	Date	Author	Status	Comments
0.0.1	24 Nov 05	Ruggieri		Template based upon B43(03)26 rev. 1
0.0.2	28 Nov 05	Genghini		
0.0.3	29 Nov. 05	Berrini		Submitted for approval to ESI#12
0.1.0	21 Mar. 06	Genghini		Reviewed in ESI#13
1.0.0	20 Jun 06	Zumerle		Version for Board#57 discussion
1.0.1	20 Jun 06	Berrini		Review phase dates
1.1	21 Aug 06		For Board#58 approval	Submitted to Board#58 for approval
1.2	30 Oct 06	Berrini	Prep. Meet.	Clarification of scope, editorials
	1 April 07	Pope	STF 318 proposal	Redraft based on preliminary results of STF 318 phase 1
	3 April 07	Cruellas	STF 318 proposal	Redraft based on new scope and structure. Scope: ToR for phases 2 and 3. Structure: introduction presenting achievements in Phase 1
	3/4/2007	Ruggieri	STF 318 proposal	Proposed amendments
	03 Apr 07	J.C. Cruellas et al.		Updated ToR for Phase 2 and 3 (STF proposal)
2.0	05 Apr 07	Berrini		Revised proposal (mainly financial parts)
2.1	26 Apr 07	Cruellas et al		Updated as per comments by AB, NP, FR and DZ.
3.1	14 May 07	Cruellas et al		Updated as per comments by FR and DZ.
3.2	15 May 07	A. Berrini	Approved by Board#62	Editorials

Annex 2 – Milestones

			Expected dates according to plan	
'Code'	'Milestone description'	Destination	STF Leader draft	Confirmation milestone achieved
D	Progress Report #3 endorsed by ESI#18 (Paris 6 - 7 November 2007)	ETSI	6-Nov-2007	14-Nov-2007

Annex 4 – Support from an ETSI Member

(required if the Organization proposing the candidature is not an ETSI Member)

Support of Candidature for Specialist Task Force 318 (ETSI/ESI) on Electronic Signatures Applied to Registered Emails: formats and policies (C.L.2553)

Please return to alberto.berrini@etsi.org, before **12 July 2007**

Current STF318 experts should confirm their availability for Phase 2 to the STF Manager alberto.berrini@etsi.org and need not re-send this form, unless there are changes

Note: STF experts are proposed preferably by ETSI Member companies (including Observers and Associate Members). Experts formally supported by Members may be recruited if a suitable candidate from a Member is not available. ETSI will make the Letter of Engagement directly with the Organization seconding the expert, as in Annex B1. The Member supporting the candidature takes the moral responsibility that the competence of the candidate is suitable for the success of the project.

Please replace the explanatory text with the actual information.

ETSI Member supporting the candidature: Bureau of Telecommunications Regulation (DSRT)

Person supporting this application* Mr. Tou Veng Keong: Role: Director
e-mail: ifx@dsrt.gov.mo

** If not the Official contact, the ETSI Secretariat will inform the Official contact of the Member*

Candidate: Professional Services Leader, Kuan leong Gregory, Sun

Reasons for supporting the candidature: It is a good opportunity for Mr. Sun to participate in the activities so that he can contribute his experience to the group and, at the same time, can help Macao Posts to develop ePost and eRegister Mail in Macao

Activities performed by the Candidate in relation with the Member: He was working closely with DSRT during the phase of implementing PKI/CA in Macao and the e-Macao project

Remarks: