



# **LuxTrust Time Stamping Policy**

**Generated by LuxTrust QCA  
(For TSTs issued before 08/09)**

**Version number: v1.1**

**Publication Date: 20/08/2009**

**Effective Date: 03/09/2009**

**Document O.I.D: 1.3.171.1.1.3.2.0.1(version).1(sub-version)**

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**Document Information**

Document title:	LuxTrust Time Stamping Policy
Project Reference:	LuxTrust
Document Archival Code:	

**Version control**

Version	Date	Description / Status	Responsible
1.0	15/06/2008	Initial TTS QCA CP version	P. Rausch
1.1	23/07/2009	Modifications required for accreditations	G. Muller

**Distribution**

Version	Company	Name	Action required

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## **Foreword**

The present Time Stamping Policy (TSP) is based on and thus compatible with the Technical Standard ETSI TS 102 023 V1.2.1 (2003-01) “Electronic Signatures and Infrastructures (ESI); Policy requirements for Time Stamping authorities”

For the interpretation of the present Time Stamping Policy, the following guidelines apply:

- 1) The international standardisation process influences the titles and subtitles of this Time Stamping Policy. In interpreting this Time Stamping Policy, the text under each title shall be given precedence over the wordings in the titles.
- 2) Reference of Time Stamping Policy locations has to be done in the following manner. First the Time Stamping Policy name has to be provided, followed by the heading numbering and the section/subsection numbering. For instance: LuxTrust Time Stamping Authority Policy v1.1, section 1.3.2/c3
- 3) As a general rule LuxTrust S.A. acting as Time Stamping Service Provider (TSSP), and in accordance with this Time Stamping Policy, shall undertake adequate measures to fulfil all requirements in this Time Stamping Policy. When a section is marked with “Not applicable”, it means that this section is not applicable to the present Time Stamping Policy of the LuxTrust Time Stamping Services.

## References

- [1] The European Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for electronic signatures.
- [2] European Data Protection Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regards to the processing of personal data and on the free movement of such data.
- [3] ETSI TS 101 733 v1.6.3 (2005-09) – Electronic Signatures and Infrastructures (ESI); CMS Advanced Electronic Signatures (CAAdES); Electronic Signature Formats (CAAdES)
- [4] ETSI TS 101 903 v1.2.2 (2004-04) – Electronic Signatures and Infrastructures (ESI); XML Advanced Electronic Signatures (XAdES).
- [5] ETSI TS 102 023 v1.2.1 (2003-01) – Electronic Signatures and Infrastructures (ESI); Policy requirements for Time Stamping authorities.
- [6] IETF RFC 3161 – Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP) – August 2001
- [7] ETSI TS 101 861 V1.2.1 (2002-03) “Time stamping profile”.
- [8] LuxTrust Certification Practice Statement oid 1.3.171.1.1.1.x.y (latest version in force – see <http://repository.luxtrust.lu>).
- [9] Loi du 22 mars 2000 relative à la création d’un Registre national d’accréditation, d’un Conseil national d’accréditation, de certification, de normalisation et de promotion de la qualité et d’un organisme luxembourgeois de normalisation.
- [10] Loi modifiée du 14 août 2000 relative au commerce électronique modifiant le code civil, le nouveau code de procédure civile, le code de commerce, le code pénal et transposant la directive 1999/93/EC relative à un cadre communautaire pour les signatures électroniques, la directive relative à certains aspects juridiques des services de la société de l’information, certaines dispositions de la directive 97/7/CEE concernant la vente à distance des biens et des services autres que les services financiers.
- [11] Règlement Grand-Ducal du 28 décembre 2001 portant détermination d’un système d’accréditation des organismes de certification et d’inspection, ainsi que des laboratoires d’essais et d’étalonnage et portant création de l’Office Luxembourgeois d’Accréditation et de Surveillance, d’un Comité d’accréditation et d’un Recueil national des auditeurs qualité et techniques.
- [12] Règlement Grand-Ducal du 1<sup>er</sup> juin 2001 relatif aux signatures électroniques, au paiement électronique et à la création du Comité « Commerce Electronique ».
- [13] Règlement Grand-Ducal du 21 décembre 2004 portant organisation de la notification des prestataires de services délivrant des certificats qualifiés mettant en place un système d’accréditation des prestataires de service de

- certification, créant un comité signature électronique et déterminant la procédure d'agrément des auditeurs externes.
- [14] IETF RFC 3280 – Internet X.509 Public Key Infrastructure; Certificate and Certificate Revocation List (CRL) Profile – April 2002.

## 1. Introduction

The LuxTrust Time Stamping Services support assertions of proofs that an electronic record existed before a particular time. These services can be used in support to non-repudiation services, to prove that an electronic signature was generated during the validity period of a public key certificate, to support electronic long term archiving, etc.

The LuxTrust Time Stamping services shall be provided according to the IETF RFC 3161 ETSI TS 102 023 and 101 861 technical standards, to the LuxTrust Time Stamping Practice Statement<sup>1</sup> and under the authority of LuxTrust S.A. acting as Time Stamping Services Provider. Time Stamp tokens shall be signed by a LuxTrust S.A. certified key.

The present document describes the policy to which the LuxTrust Time Stamping Authority (TSA) adheres, in order to confirm to Subscribers and Relying Parties of the correct operation and management of the respective services, as per international state-of-the-art standards.

The current Time Stamping Policy specifies general rules used by the LuxTrust Time Stamping Authority (TSA) for the issuance of Time Stamp Tokens (TST). It defines the parties involved, their responsibilities, rights and the applicability range. These specific practices described in this present Time Stamping Policy are ruled and operated under the more general practices as described in the LuxTrust Certification Practice Statement (hereafter referred to as the “LuxTrust CPS” [8]).

The present Time Stamping Policy addresses the services provided by the LuxTrust Time Stamping Authority that can be reached via <https://timestamping.luxtrust.lu>.

Time Stamp Tokens issued in accordance with the present Time Stamping Policy may be used to provide long-term proof of authenticity for any electronic data, amongst others long-term electronic signatures [3] [4], medical documents, legal records, executable code and electronic transactions.

The Time Stamping Authority does no long-term archiving of any timestamp token and the application using the TSA must save the issued token for a future usage.

The LuxTrust Time Stamping Services may be accredited against ETSI TS 102 023 [6] in application of Article 30 of the Grand-Duchy of Luxembourg law of 14 August 2000 on electronic commerce. ILNAS shall be the accreditation entity. Additional information and support can be obtained from [info@luxtrust.lu](mailto:info@luxtrust.lu).

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<sup>1</sup> The LuxTrust Time Stamping Practice Statement is made of the combination of the present LuxTrust Time Stamping Policy and of the LuxTrust CPS [8] in which practice statements include statement related to the management of the Time Stamping services as part of the LuxTrust PKI.

## 2. Definitions and Abbreviations

### 2.1. Definitions

<i>LuxTrust S.A. or LuxTrust</i>	LuxTrust S.A., with registered offices in 7 Rue Alcide de Gasperi, L-1615 Luxembourg.
<i>LuxTrust PKI</i>	The LuxTrust Public Key Infrastructure that is deployed by LuxTrust S.A. to provide the LuxTrust Certification Services.
<i>LuxTrust CSP Board</i>	The Policy Approval Authority within LuxTrust S.A. is called the LuxTrust CSP Board. It is the high level management body with final authority and responsibility for: <ul style="list-style-type: none"> <li>- Specifying and approving the LuxTrust infrastructure and practices.</li> <li>- Approving the LuxTrust Certification Practice Statement(s) and LuxTrust Certificate and Time Stamping Policies.</li> <li>- Defining the review process for practices and policies including responsibilities for maintaining the Certification / TSA Practice Statements and Certificate / Time Stamping Policies.</li> <li>- Defining the review process that ensures that the LuxTrust CAs and TSAs properly implements the above practices.</li> <li>- Defining the review process that ensures that the Certificate / Time Stamping Policies are supported by the LuxTrust Practice Statement(s).</li> <li>- Publication to the Subscribers and Relying Parties of the Certificates / Time Stamping Policies and Certification / Time Stamping Practice Statements and their revisions.</li> <li>- Specifying cross-certification procedures and handling cross-certification requests.</li> </ul>
<i>LuxTrust Services</i>	The LuxTrust Certification and Time Stamping services.
<i>Certification Authority Auditor (CAA)</i>	The LuxTrust Internal CA Auditor that audits the operations of the CA related Entities.
<i>Certification Practice Statement (CPS)</i>	A statement of the practices, which a certification authority applies for the issuing of Certificates, or for the provision of other services related to electronic signatures.
<i>Certification Service Provider</i>	Any physical or moral person who delivers and manages Certificates or provides other services related to electronic signatures.
<i>Coordinated Universal Time (UTC)</i>	Time scale based on the second as defined in ITU-R Recommendation TF.460-5
<i>Relying Party</i>	Recipient of a Time Stamp Token (TST) who relies on that Time Stamp Token.
<i>Subscriber</i>	Entity requiring the services provided by the LuxTrust Time Stamping Authority and which has explicitly or implicitly agreed to its terms and conditions.
<i>Time Stamping</i>	Named set of rules that indicates the applicability of a Time Stamp

Policy (TSP)	Token to a particular community and/or class of application with common security requirements.
Time Stamp Token (TST)	Data object that binds a representation of a datum to a particular time, thus establishing evidence that the datum existed before that time.
Time Stamping Authority (TSA)	Authority which issues Time Stamp Tokens.
Time Stamping Unit (TSU)	Set of hardware and software which is managed as a unit and has a single Time Stamp Token signing key active at a time.
TSA Disclosure Statement	Set of statements about the policies and practices of a TSA that particularly require emphasis or disclosure to Subscribers and Relying Parties, for example to meet regulatory requirements.
TSA Practice Statement	Statement of the practices that a TSA employs in issuing Time Stamp Tokens. As the LuxTrust TSA is an integral part of the LuxTrust PKI infrastructure and is thus governed by the same rules and procedures, the LuxTrust Certification Practice Statement acts as well as the LuxTrust TSA Practice Statement.
TSA System	Composition of IT products and components organized to support the provision of Time Stamping services.

## **2.2. Abbreviations**

<b>CA</b>	Certification Authority
<b>CAA</b>	Certification Authority Auditor
<b>CPS</b>	Certification Practice Statement
<b>CRL</b>	Certificate Revocation List
<b>ITU</b>	International Telecommunication Union
<b>PKI</b>	Public Key Infrastructure
<b>OCSP</b>	Online Certificate Status Protocol
<b>TSA</b>	Time Stamping Authority
<b>TSP</b>	Time Stamping Policy
<b>TSS</b>	Time Stamping Services
<b>TSSP</b>	Time Stamping Services Provider
<b>TST</b>	Time Stamp Token
<b>TSU</b>	Time Stamping Unit
<b>UTC</b>	Coordinated Universal Time

## **3. General Concepts**

### **3.1. Time Stamping Services**

The Time Stamping Services (TSS) consists of the management of the infrastructure for, and the provisioning of Time Stamp Tokens. These services are provided by the LuxTrust Time Stamping Services Provider (TSSP) to the Subscribers and are an integral part of the LuxTrust PKI and in the context of the broad definition of CSP as given by the European Directive on electronic signatures [1].

The TSS assures use of a reliable time source and proper management of all system components.

### **3.2. Time Stamping Authority**

The LuxTrust Time Stamping Authority (TSA) is responsible for the provisioning of the TSS described in the previous paragraph. It has the responsibility for the operation of the relevant TSU's which create and sign on behalf of the TSA. The legal entity responsible for the TSA's is LuxTrust S.A., acting as TSSP.

It is this authority that is trusted by the users of the LuxTrust Time Stamping services (i.e. Subscribers as well as Relying Parties) to issue Time Stamp Tokens.

### **3.3. Subscriber**

The Subscriber may be an organisation comprising several end-users or an individual end-user.

When the Subscriber is an organisation, some of the obligations that apply to that organisation will have to apply as well to the end-users. In any case the organisation will be held responsible if the obligations from the end-users are not correctly fulfilled and therefore such an organisation is expected to suitably inform its end-users.

When the Subscriber is an end-user, the end-user will be held directly responsible if its obligations are not correctly fulfilled.

The procedure to become acknowledged as a Subscriber and the pricelist describing the related charging fees can be obtained upon request from [info@luxtrust.lu](mailto:info@luxtrust.lu).

### **3.4. Time Stamping Policy and TSA Practice Statement**

#### **3.4.1. Purpose**

The present Time Stamping Policy is to be used in conjunction with the LuxTrust CPS [8] that forms together with the present policy the LuxTrust TSA Practice Statement.

In general, the present Time Stamping Policy states "what is to be adhered to", while the LuxTrust TSA Practice Statement states "how it is adhered to".

The present document specifies a Time Stamping Policy to meet general requirements for Trusted Time Stamping services. The LuxTrust CPS specifies in practice statements how these requirements are met (including personnel management, personnel selection, physical security, etc.) for the operation of the LuxTrust Time Stamping Services.

The present Time Stamping Policy is publicly available. Distribution of this document is restricted as described in the "Intellectual Property Rights" section.

#### **3.4.2. Level of specificity**

The present Time Stamping Policy describes only general rules of issuing and managing TST's. Detailed descriptions of the infrastructure and related operational procedures are described in additional documents that are not made publicly available. These additional documents are only available to authorized LuxTrust personnel and, on a need-to-know basis, to auditors of the TSS.

#### **3.4.3. Approach**

The present Time Stamping Policy is defined independently of the specific details of the specific operating environment of the LuxTrust TSA, whereas the LuxTrust CPS [8] is tailored to the organisational structure, operating procedures, facilities, and computing environment of the LuxTrust TSA.

#### **3.4.4. External organisations supporting the time-stamping services**

The provision of Time-Stamping Services is ensured by U-Trust<sup>[1]</sup> consortium under a signed contractual agreement with LuxTrust S.A. acting as CSP, under the applicable CPS and in compliance with the related LuxTrust CPs.

## **4. Time Stamping Policies**

### **4.1. Overview**

The present Time Stamping Policy is a set of rules used during the issuing of TST's and is regulating the security level for the LuxTrust TSA.

TST's are issued with an accuracy of one (1) second or better.

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<sup>[1]</sup> The U-Trust consortium is constituted by legal persons (Clearstream Services, Cetrel S.C., eBRC and HITEC S.A.) that are different and independent from each other.

The profiles of the public key certificates used by the LuxTrust TSA comply with the RFC 3161 [6]. The full set of rules used by LuxTrust S.A. for the issuing and management of these certificates that are issued by a LuxTrust CA, as well as their extensions are described in the LuxTrust Internal Certificate Policy for PKI Participants other than Subscribers and Relying Parties.

The basic profile of the TSA certificates adheres to:

Field's name	Value or value limit	
Version	Version 3	
Serial Number	Unique value defined by the LuxTrust CA	
Signature Algorithm	Sha1withRSAEncryption	
Issuer (Distinguished Name)	Common Name (CN):	LuxTrust Qualified CA
	Organisation (O):	LuxTrust S.A.
	Country (C):	LU
Not before	UTC based: issuing time	
Not after	UTC based: issuing time + 6 years	
Subject (Distinguished Name)	CN = timestamping.luxtrust.lu OU = pki entitiy O = LuxTrust S.A. L = Luxembourg C = LU	
Subject Public Key Info	Encoded in accordance to RFC 3280 [14], contains information on the RSA public key. The key size is 2048 bits.	
Subject Alternative Name	RFC 822 Name = <a href="mailto:info@luxtrust.lu">info@luxtrust.lu</a>	
Enhanced Key Usage	TimeStamping (1.3.6.1.5.5.7.3.8)	
Authority Information Access	Access Method=On-line Certificate Status Protocol (1.3.6.1.5.5.7.48.1) Alternative Name: URL= <a href="http://ocsp.luxtrust.lu">http://ocsp.luxtrust.lu</a>	
Signature	Certificate signature, generated and encoded according to RFC 3280 [14].	

The LuxTrust TSA issues TST's according to ETSI Technical Standard TS 101 861 [7].

#### **4.2. Identification**

The object-identifier of the present Time Stamping Policy is defined as follows:  
1.3.171.1.1.3.2.0.1(version).1(sub-version)

#### **4.3. User Community and applicability**

The present Time Stamping Policy does not define any limitations on users' eligibility or applicability of the services delivered. The LuxTrust TSA can provide Time Stamping services for Time Stamping of any electronic data to any user, including closed communities.

#### **4.4. Conformance**

The LuxTrust TSA uses the identifier of the present Time Stamping Policy in TST's as given in section 4.2 "Identification".

The LuxTrust TSA ensures compliance of provided services with regulations specified in section 5.1 “TSA obligations” and ensures reliability of control mechanisms described in section 6 “Requirements on TSA practices”.

## **5. Obligations and liability**

### **5.1. TSA obligations**

#### **5.1.1. General**

This chapter includes, either directly or by reference, all the obligations, liabilities, guarantees and responsibilities of the LuxTrust TSA, its Subscribers and TST users (Subscribers and Relying Parties). These obligations and responsibilities are regulated by mutual agreements signed between the parties.

LuxTrust agreements with Subscribers and Relying Parties describe mutual obligations and responsibilities, including financial responsibilities.

The present Time Stamping Policy and the LuxTrust CPS are integral parts of the agreements signed between LuxTrust S.A. and the Subscribers and Relying Parties.

LuxTrust S.A. guarantees that all the requirements of the LuxTrust TSA, including procedures and practices related to the issuance of TST's, review of system and security audit are in accordance with regulations described in section 6 “Requirements on TSA practices” of the present TSP.

The LuxTrust TSA acts in accordance with the above procedures. No exclusions of these regulations are allowed. Additional obligations of the TSA, Subscribers and Relying Parties are described in the LuxTrust CPS [8].

**5.1.2. TSA obligations towards Subscribers**

LuxTrust S.A. guarantees an availability of 99.6 % of the LuxTrust TSA services in a 24/7 mode excluding scheduled technical breaks, concerning equipment and system conservation.

Moreover LuxTrust S.A. guarantees that:

- Its commercial activity is provided on the basis of reliable equipment and software.
- The activities and services provided are legally compliant; in particular they do not violate intellectual property, license and other related rights.
- Services delivered are conforming to generally accepted norms.
- Issued TST's do not contain any false data or mistakes.
- It will deliver, upon Subscriber's request, all elements that permit attestation of the reliability of date and time contained in the TST's.
- That it will maintain a competent and experienced team that can ensure the continuity of the TSS.
- It will ensure on a permanent basis the physical and logical security, as well as the integrity of materials, software and databases required for the correct functioning of the TSS, as described in the LuxTrust CPS [8].
- It will monitor and control the TSS (a.o. Intrusion Detection) the whole TSA infrastructure, in order to prevent or limit any disturbance or unavailability of the TSS resulting from deliberate attacks, as described in the present Time Stamping Policy and the LuxTrust CPS [8].
- It will take all measures required according to generally accepted norms to secure its services, in order to prevent outages of the TSS.
- It will make available a back-up infrastructure that can be used in case of service interruption of the main infrastructure.

**5.2. Subscriber obligations**

Subscribers retrieving TST's, should verify the electronic signatures posed by the LuxTrust TSA on the TST's.

Such verification comprises:

- Verification whether the signature on the TST is correct.
- Verification of the TSA certificate:
  - Verification of the trusted path up to the trusted root certificate, and for each of the certificates in the chain (including the TSA certificate itself),
  - Verification whether the certificate is not expired at the moment of signature,
  - Verification whether the certificate was not revoked or suspended at the moment of signature. This verification will preferentially be done by OCSP

request via <http://ocsp.luxtrust.lu> or alternatively by CRL lookup with appropriate software accessing the LuxTrust Certificate Public Registry or any other validation method proposed by LuxTrust.

Additional Subscriber obligations are described in the LuxTrust CPS [8].

### **5.3. Relying Party obligations**

Parties relying on TST's, should verify the electronic signatures posed by the LuxTrust TSA on the TST's.

Such verification comprises:

- Verification whether the signature on the TST is correct.
- Verification of the TSA certificate:
  - Verification of the trusted path up to the trusted root certificate, and for each of the certificates in the chain (including the TSA certificate itself),
  - Verification whether the certificate is not expired at the moment of signature,
  - Verification whether the certificate was not revoked or suspended at the moment of signature. This verification will preferentially be done by OCSP request via <http://ocsp.luxtrust.lu> or alternatively by CRL lookup with appropriate software accessing the LuxTrust Certificate Public Registry or any other validation method proposed by LuxTrust.

The Relying Party should only rely on a TST where the TSA certificate has expired, when a non-repudiable proof exists (e.g. another TST, or notary record) that guarantees that the TST did exist before expiry of the certificate and has not been changed since. This is specifically of importance when the cryptographic functions or TSA certificate key length of the TST are not considered secure anymore at the time the party intends to rely on the TST.

The present Time Stamping Policy does not specify any limits or limitation related to the usage of TST's.

Additional Relying Party obligations are described in the LuxTrust CPS.

### **5.4. Liability**

The liability of LuxTrust S.A. acting as TSSP and Relying Parties connected with the services is specified in mutual agreement or is as foreseen in the applicable legislation.

Without prejudice to the above limitations, LuxTrust S.A. acting as TSSP is held liable for direct damages as result of:

- Non-respect of requirements specified in the present Time Stamping Policy,
- Any breach of confidentiality obligation with regards of personal data sent by Subscribers,
- Damages to Subscribers or Relying Parties in case of non-execution of contractual terms,

- Damages caused by its personnel in the context of the provisioning of services as described in the contract,
- Damages to partners / Subscribers as a result of dysfunction of devices used by LuxTrust TSA,
- Lack of precision and/or integrity of data that it delivers or manages.

The other liabilities and regulation of the provision of TSA services are described in LuxTrust CPS [8].

LuxTrust TSA declines any responsibility with regard to the usage that is made with the TSTs it delivers and signs.

## 6. Requirements on TSA practices

LuxTrust TSA shall implement controls that meet ETSI TS 102 023 requirements [5].

### 6.1. Practice and Disclosure Statements

#### 6.1.1. TSA Practice Statement

- **Risk Assessment:** The provision of LuxTrust TSA services is placed in the more general context of the provision of Trust (Certification) Services as ruled in the LuxTrust CPS [8]. A risk assessment is regularly carried out in order to evaluate business assets and threats to those assets in order to determine the necessary security controls and operational procedures that have been put in place.
- **Procedures, control mechanisms and technical infrastructure** described in section 6 of the present document are the basis of the LuxTrust TSA functioning. Other controls are described in the LuxTrust CPS [8]. LuxTrust ensures that TSA event logs are retained for at least ten years after these events have occurred.
- The **LuxTrust TSA Practice Statement** is currently the collection of the present Time Stamping Policy and the LuxTrust CPS. Both documents are available to the public and published on the LuxTrust website <http://repository.luxtrust.lu>. Together with associated internal confidential documents, they rule the LuxTrust TSA services operation.
- The **terms and conditions** regarding the use of the LuxTrust TSA services are disclosed and made available to all Subscribers and Relying Parties as specified in section 6.1.2 of the present document.
- Final authority and management of the LuxTrust TSA services and its practices are ensured by LuxTrust S.A. acting as TSSP, through the LuxTrust CSP Board. This CSP Board, senior management and the Quality Control Manager of LuxTrust S.A. shall ensure that the practices are properly implemented under the final responsibility of the LuxTrust senior management. The CSP Board is in charge of defining the review process for the practices, including the responsibilities for maintaining the TSA practices statement.

- The LuxTrust TSA will give due notice of changes it intends to make in the LuxTrust TSA Practice Statement. Any such changes will be subject to revision and approval by the CSP Board. The LuxTrust TSA shall make the revised version immediately available as described in the LuxTrust CPS [8].

**6.1.2. TSA Disclosure Statement**

LuxTrust TSA shall disclose to all Subscribers and potential Relying Parties the terms and conditions regarding the use of its Time Stamping services. TSA disclosure statement from LuxTrust TSA is compliant with requirements from ETSI TS 102 023 [5] and is included in Subscriber / Relying Party contractual agreement.

LuxTrust TSA contact information is  
LuxTrust Services,  
Time Stamping Administration,  
*C/o Account manager*  
*B.P. 43*  
*L-2010 Luxembourg*

Every TST issued by LuxTrust TSA includes the policy identifier, defined in section 4.2 of the present document. Cryptographic hash functions, used in the timestamping process are in accordance with normative requirements as for example Secure Hash Algorithm (SHA) number 1.

Expected validity period of TST and of the signature used to sign the TST is six (6) years. Accuracy of the time, which is provided in a TST is regulated in section 5.1.2 of the present document. Applicability limitations related with TSA system have been defined in section 4.3 of this policy. Subscriber's obligations are described in section 5.2 of the present policy. TST verification should be performed with the usage of appropriate software.

Liabilities are defined in section 5.4 of the present document.

Complaints, suggestions and remarks on LuxTrust TSA services should be addressed to the LuxTrust helpdesk using the phone number +352 24 550 550 or fax number +352 24 550 559 or via e-mail: [info@luxtrust.lu](mailto:info@luxtrust.lu).

Provision of LuxTrust TSA services are ruled by the Grand-Duchy of Luxembourg Laws.

**6.2. Key management life cycle****6.2.1. TSA key generation**

LuxTrust TSA ensures that any TSA cryptographic keys are generated under controlled circumstances and in accordance with general key pair generation and installation practices related to PKI Participants other than Subscribers and Relying Parties as described in the LuxTrust CPS.

LuxTrust TSA keys are generated within a Hardware Security Module (HSM) complying with LuxTrust HSM rules as stated in the LuxTrust CPS [8], in a physically secured environment, by personnel in trusted role in accordance with the LuxTrust CPS [8]. TSA key generation algorithm is described in section 4.1 of the present document.

#### **6.2.2. *TSU private key protection***

LuxTrust TSA ensures that TSU private keys are and remain confidential and maintain their integrity. LuxTrust TSA keys are generated, held and used within Hardware Security Module (HSM) complying with LuxTrust HSM rules as stated in the LuxTrust CPS [8], in a physically secured environment, by personnel in trusted role in accordance with the LuxTrust CPS [8].

The procedures and circumstances for TSA key back-up and key recovery in case of a disaster, failure of the system or system conservation are in accordance with the LuxTrust CPS [8].

#### **6.2.3. *TSU public key Distribution***

LuxTrust TSA ensures that the integrity and the authenticity of the TSU signature verification (public) keys and any associated parameters are maintained during its distribution towards Relying Parties. LuxTrust TSA certificates are published in the LuxTrust Certificate Public Registry and are available on the LuxTrust website [www.luxtrust.lu](http://www.luxtrust.lu) in the Public Certificate Registry section.

LuxTrust TSU certificates are issued by LuxTrust Qualified CA in accordance with the LuxTrust CPS (and Internal CP for certificates issued to PKI Participants other than Subscribers or Relying Parties).

#### **6.2.4. *Rekeying TSU Keys***

The lifetime of the LuxTrust TSU certificates are not longer than the period of time that the chosen algorithm and key length are recognised as being fit for purpose.

LuxTrust TST's are signed with LuxTrust TSA/TSU certificates of six (6) years (5 years + 1 year) validity, the expected validity period of such TST's is five (5) years (actual validity period will be between 5 and 6 years). LuxTrust TSA/TSU certificates of six (6) years (5 years + 1 year) validity are only used to sign TST's during a usage period of one (1) year.

LuxTrust TSA/TSU rekey procedure is executed upon expiry of the usage period (1 year) of the TSA/TSU certificate in accordance with the LuxTrust CPS [8]. Public keys are archived for a period of at least ten (10) years from the expiration date of the certificate. Private Key protection is in accordance with the LuxTrust CPS [8].

#### **6.2.5. *End of TSU key life cycle***

LuxTrust TSA ensures that TSU private signing keys are not used beyond the end of their life cycle. In particular, operational and technical procedures are in place to

ensure that a new key is put in place when a TSU's key usage period expires, and that TSU private keys or any part, including any copies shall be destroyed such that the private key cannot be retrieved as in accordance with the LuxTrust CPS [8]. TST generation system shall reject any attempt to issue a TST if the signing private key is expired or if the signing private key usage period is expired.

**6.2.6. Life cycle management of cryptographic module used to sign time-stamps**

LuxTrust TSA ensures the security of the HSM throughout its lifecycle. Procedure and controls are in place in accordance with the LuxTrust CPS [8], to ensure:

- that TST signing cryptographic hardware (HSM) are not tampered with during shipment, while it is stored,
- that installation, activation and duplication of TSU's signing keys in HSM's shall be done only by personnel in trusted roles, in a physically secure environment,
- that TST HSM's are functioning correctly, and
- that TSU private signing keys stored on TSU HSM's are erased upon device retirement.

**6.3. Time Stamping****6.3.1. Time Stamp Token**

LuxTrust TSA ensures that TST are issued securely and include the correct time.

Every TST issued by LuxTrust TSA, shall include a unique identifier of the policy as described in section 5.2 of the present document. TST's issued by LuxTrust TSA include date and time value traceable to the real UTC time value. Accuracy of the time is defined in section 5.1.2 of the present document.

Each TST has a unique identifier and is signed using a key generated exclusively for this purpose. The TST shall include where applicable an identifier of the country in which the TSA is established, an identifier of the TSA, and an identifier of the unit which issues the time-stamps.

**6.3.2. Clock Synchronisation with UTC**

The LuxTrust TSA ensures that its clock is synchronised with UTC within the declared accuracy. For this purpose, LuxTrust uses two distinct time sources.

LuxTrust TSA incorporates the time in the TST with the accuracy described in section 5.1.2 of this policy.

LuxTrust TSA ensures that if the time that would be indicated in a TST drifts or jumps out of synchronisation with UTC, this will be detected.

LuxTrust owns security controls preventing unauthorised operation, aimed at calibration of the clock out of order, any manipulation or physical damage to the clock.

**6.4. TSA management and operation****6.4.1. Security management**

LuxTrust TSA ensures that administrative and management procedures are applied which are adequate and correspond to recognised best practices.

All requirements and subjects related to security management are implemented as described in the LuxTrust CPS [8].

**6.4.2. Asset classification and management**

LuxTrust TSA ensures that its information and other assets receive an appropriate level of protection.

The description of methods and measures undertaken for affirmation of continuity and stability of LuxTrust TSA system operation is described in the LuxTrust CPS [8].

LuxTrust TSA maintains an inventory of all assets that are assigned a classification for the protection requirements in a consistent way with the risk analysis.

**6.4.3. Personnel security**

LuxTrust TSA ensures that the personnel and hiring practices enhance and support the trustworthiness of the TSA's operations. Description of the personnel security rules as well as the trusted roles used in LuxTrust TSA services environment is provided in the LuxTrust CPS [8].

Managerial and operational personnel possess the appropriate skills and knowledge of Time Stamping, digital signatures and Trust Services as well as security procedures for personnel with security responsibilities, information security and risk assessment.

**6.4.4. Physical and environmental security**

LuxTrust TSA ensures that physical access to critical services is controlled and physical risks to its assets minimised.

The implementation of the physical and environmental security is provided in accordance with the rules described in the LuxTrust CPS [8].

**6.4.5. Operations management**

LuxTrust TSA ensures that the TSA system components are secure and correctly operated, with minimal risk of failure.

LuxTrust TSA possesses the procedures, processes and infrastructure to comply with the operational management and procedural security requirements as defined in the ETSI TS 102 023 [5]. This information is mainly internal company documentation, disclosed periodically to the TSA auditors on a need-to-know basis in conformance with the LuxTrust CPS [8].

**6.4.6. System Access Management**

LuxTrust TSA ensures that TSA system access is limited to properly authorised individuals in accordance with the LuxTrust CPS [8].

**6.4.7. Trustworthy Systems Deployment and Maintenance**

LuxTrust TSA ensures that it uses trustworthy systems and products that are protected against modifications in accordance with the LuxTrust CPS [8]. Analysis of security requirements shall be carried out at the design and requirement specifications stage of any systems development project undertaken by the TSA or on behalf of the TSA to ensure that security is built into IT systems. Change control procedures shall be applied for releases, modifications and emergency software fixes of any operational software.

**6.4.8. Compromise of TSA Services**

LuxTrust TSA ensures that in the case of events which affects the security of the TSA services, including compromise of TSU private signing keys or detected loss of calibration, that relevant information is made available to Subscribers and Relying Parties in accordance with the LuxTrust CPS [8] and in accordance with ETSI TS 102 023 [5].

**6.4.9. TSA termination**

LuxTrust TSA ensures that potential disruptions to Subscribers and Relying Parties are minimised as a result of the cessation of the TSA Time Stamping services, and in particular ensures that continued maintenance of information required to verify the correctness of Time Stamp Tokens. TSA termination is also ruled in accordance of the LuxTrust CPS [8].

**6.4.10. Compliance with Legal Requirements**

LuxTrust TSA ensures compliance with appropriate legal requirements and is acting under the Grand-Duchy of Luxembourg law regulations, and in particular data protection and privacy regulations.

**6.4.11. Recording of information concerning operation of Time Stamping service**

LuxTrust TSA ensures that all relevant information concerning the operations of the LuxTrust Time Stamping services is recorded for a defined period of time, in particular for the purpose of providing evidence for the purposes of legal proceedings, in accordance with the LuxTrust CPS [8].

**6.5. Organisational**

LuxTrust TSA ensures that its organisation is reliable as required in ETI TS 102 023 [5], subsections 7.5 a) to i). LuxTrust S.A. has the financial stability and resources required to operate in conformity with ETSI TS 102 023 [5] and as generally ruled by the LuxTrust CPS [8]. Official address of LuxTrust S.A. is 7 rue Alcide de Gasperi, L-1615 Luxembourg.

**6.6. Dispute Resolution Provisions**

Procedures for dispute resolution are applicable as laid out by the LuxTrust CPS [8].