Identity Assurance Framework -
Assurance Assessment Scheme

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Abstract:
The Liberty Alliance Project Identity Assurance Expert Group (IAEG) was formed to
foster adoption of identity trust services. The primary deliverable of the IAEG is the
Liberty Identity Assurance Framework (IAF); this document describes the IAF’s
Assurance Assessment Scheme (AAS) a component of the IAF. The AAS consists of a
set of requirements which assessors must fulfill in order to become ‘Liberty-Accredited’,
a statement of applicable ‘credit’ granted to assessor applicants with certain prior-
qualifications, a description of the application processes from both the Liberty
perspective and the applicant’s, and guidance on undertaking assessments which will
benefit both Liberty-accredited Assessors and Credential Service Providers having their
services assessed against the IAF SACs. These processes are underpinned by a number
of agreements and records.
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1 INTRODUCTION

The ultimate goal of the Liberty Identity Assurance Framework (IAF) is the facilitation of intra- and inter-Federation transactions based upon a range of identity credentials, across a number of levels of assurance, in which Relying Parties can have the confidence that the credentials bearing the Liberty Mark are worthy of their trust.

To accomplish this Liberty operates an Assurance Assessment Scheme (AAS), a scheme which assesses the operating standards of certain players in the Identity and Credential Assurance Management space against strict criteria, and grants to candidates of the scheme the right to use the Liberty Mark, a symbol of trustworthy identity and credential management services at specified Assurance Levels.

The AAS grants rights of use of the Liberty Mark to:

i) services, operated by their providers as Liberty-Approved Services;

ii) assessors, assessing those services as Liberty-Accredited Assessors;

iii) approval authorities, who, under delegated authority, assess services, as Liberty Service Approval Authorities (SAA), and;

iv) federation operators which represent communities of users which agree to recognize Liberty-marked functions of all kinds, as Liberty-Certified Federations.

A common model is used as the basis for all evaluations of these various parties for receiving the rights to use of the Liberty Mark, varying only in terms of who is the approved assessment body, against which criteria applicants are assessed, the mutual obligations which are established between Liberty and the application / grant holder, and the nature of the grant of rights.

These are summarized in the table below and this document sets out in detail the discrete processes for each case. A complete Overview of the Liberty Identity Assurance Framework can be found here and other key documents are linked-to in this table, as is the applicable part in this document.

Part I (i.e. this part) of this document describes the generic procedures and rules which shall be applied in handling applications for any of the types of Grants of Rights of Use (Grants) which may be awarded in connection with the Liberty Mark. Parts II to V of this document describe type-specific requirements, in the sub-clauses of which any text [within square brackets, thus] refers to the heading of that title in the type-specific Parts.

1.1 Reference to Authoritative Bodies

Where, in the remainder of this document, reference is made to ‘Liberty’ or the ‘ARB’ (Accreditation Review Board) such reference may be taken as meaning any other Authoritative Body and its parent organization, where the context so permits, based upon clause 3.1 (see also the following Table).
## 1.2 Summary of Grant Categories and Evaluation

<table>
<thead>
<tr>
<th>Grant Category</th>
<th>Authoritative body</th>
<th>Application Document</th>
<th>Applicable assessment criteria or requirements</th>
<th>Applicable agreement (with the applicable authoritative body)</th>
<th>Described in Clause …</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Service</td>
<td>Liberty Assurance Review Board OR Service Approval Authority (by delegation) OR Certified Federation Operator (by delegation)</td>
<td>Application for Liberty Approval</td>
<td>Liberty Assessment Report</td>
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<tr>
<td>Accredited Assessors</td>
<td>Liberty Management Board</td>
<td>-</td>
<td>Service Assessment Criteria«link to doc»</td>
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<tr>
<td>Accredited Assessor</td>
<td>Liberty Management Board</td>
<td>Application for Liberty Accreditation</td>
<td>Assessor Qualifications &amp; Experience Requirements«link to doc»</td>
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<td>Service Approval Authority</td>
<td>Liberty Management Board</td>
<td>Application for Service Approval Authority</td>
<td>Service Approval Authority Requirements«link to doc, when available»</td>
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<td>Certified Federation</td>
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<td>9</td>
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</tbody>
</table>
2 GLOSSARY

The following terms are used in this document with these specific meanings:

Grant Category: one of the specific purposes for which the Liberty Mark may be used by a third party, being one of:
- Approved Service;
- Accredited Assessor;
- Service Approval Authority;
- Certified Federation Operator.

Grant (of Rights of Use): The Granting, by the Liberty Alliance Management Board (LAMB) or another authoritative body to which the LAMB has given a delegated authority (itself via a Grant) to use of the Liberty Mark for a specific Grant Category.

Grantee: an organization to which a Grant of Rights of Use of the Liberty Mark has been awarded.
3 REVIEW BOARD AND SECRETARIAT

3.1 Authoritative Bodies

Applications submitted using the appropriate [Application document] shall be evaluated, decided and overseen by recognized Authoritative Bodies. Where this term is used in this document it shall apply to whichever of the following three bodies is carrying the authority for executive decisions in the context being discussed.

3.1.1 Assurance Review Board

The principle authoritative body shall be the Liberty Alliance Management Board (LAMB) which shall, at all times, be the final arbiter on all decisions concerning use of the Liberty Mark. The constitution of the LAMB is beyond the scope of this document.

The operational authoritative body shall be the Assurance Review Board (ARB) which shall have delegated authority from the LAMB to undertake evaluations of all types of applications for a Grant of Rights of Use of the Liberty Mark and shall make recommendations to the LAMB for the award or denial of such Grants.

The constitution and authority of the Assurance Review Board is determined by the LAMB.

3.1.2 Assessors as Authoritative Bodies

Liberty-Accredited Assessors have the authority to make certification decisions based upon the terms of their Liberty accreditation and their capabilities as assessors, and the ARB (or its equivalent where a Service Approval Authority is acting as the authoritative body) shall make its recommendations concerning the granting of Liberty-Approved Service status based upon the certification decision.

3.1.3 Service Approval Authorities as Authoritative Bodies

Liberty Service Approval Authorities (SAA) have the delegated authority to review applications for and make recommendations to the LAMB concerning the granting of Liberty-Approved Service status based upon a Liberty-Accredited Assessors’ certification decision.

3.2 Secretariat

Authoritative Bodies shall be supported by an administrative function known as the Secretariat, which shall be responsible for the receipt and handling of applications, checking that all necessary supporting documents and processes are complied with, communicating with the Applicant, providing a package for evaluation to the ARB for its consideration, and all other necessary supportive functions not requiring the executive or operational authority of the LAMB and ARB (or their equivalents where delegated authority prevails).
4 GENERAL ASSESSMENT RESPONSIBILITIES & PROCEDURES

This clause describes the general processes for conducting an evaluation of any application for the Grant of Rights of Use for one of the Liberty IAF Grant Categories.

4.1 Receipt of Applications

Applicants will complete and submit electronically the appropriate on-line [Application document], describing the scope and/or purpose of their application and initiating thereby the initial processing functions.

Because of the high value and integrity placed upon the Liberty Mark, Liberty will protect against the potential misuse of its Mark by requiring that, in each case, Applicants sign an Agreement prior to seeking evaluation of their service(s). Each application includes the Applicant’s commitment to the terms and conditions defined in the appropriate [Agreement document]. These terms and conditions address the complete life-cycle of participation in the AAS: application for a Grant of Rights of Use, withdrawal of application (without receipt of a Grant of Rights of Use), during the period in which a Grant of Rights of Use is awarded, after termination of a Grant of Rights of Use, and the Applicant’s signature to the appropriate [Agreement document] at the time of Application shall bind them to the terms and conditions at all stages of participation in the AAS thereafter.

Receipt of an [Application document] shall cause an automatic acknowledgement which shall be sent to the email of record (by reference to the application form). This shall be automatically copied to the Liberty Secretariat as a stimulus to initiate the processing of the application.

The ARB reserves the right to reject an application without any effort to validate it if, within the preceding three month period, the ARB has ultimately denied an application from the Applicant, either for the same or any different purpose(s).

Where the Authoritative Body is not the Liberty ARB then the applicable Secretariat should contact the Liberty Secretariat to ensure that the applicant has not made and been denied any submissions through other recognized Authoritative Bodies.

When no such limitation exists, on receipt of an Application the Secretariat shall undertake the following validations:

1. review the application for completeness, including the accessibility of attached documents (where not protected and presently un-accessible). Ability to access should be attempted for all documents submitted with the application, to ensure that protected documents are so-protected1;

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1 This measure is intended to protect Liberty: in the event that a document intended to have protective measures applied is found to be wanting in its protections this check enables Liberty to give notice to the Applicant at the earliest possible opportunity and to determine corrective measures in concert with the Applicant.
2. confirm by voice, using the telephone contact number of record (by reference to the application form), that an application has indeed been submitted and then confirm the name, affiliation and e-mail address of the Applicant’s Point-of-Contact (APoC)\(^2\) and the purpose of the application (given that multiple application forms will be available);

3. advise the APoC of any irregularities with the application and seek whatever clarification is necessary, including dealing with any documents which are insufficiently protected;

4. agree a secure means of exchanging with the APoC any secrets required to enable Liberty to access the application’s contents (either as submitted or as to be submitted);

5. agree with the APoC the means by which any non-included documents are to be submitted by other means/media;

6. where required and possible, validate any claims made in the application;

7. ensure all necessary fees have been paid and have cleared;

8. execute the above steps until all pre-requisites have been fulfilled and all documentation received.

Some additional [Specific Evaluation steps] may need to be undertaken, depending upon the particular type of application being made.

When the above, and any specific, steps have been satisfactorily concluded the Secretariat shall:

9. advise the APoC that the application has been found fit for evaluation, and;

10. pass the application to the Chairman of the ARB.

### 4.2 Evaluation of Applications

On notification that a complete application is ready for evaluation the Chairman of the ARB shall, in conjunction with other Board members:

1. review the application with regard to its scope and the supporting material;

2. determine the required evaluation effort and agree with the other ARB members a plan for the evaluation;

3. disseminate the application package, in part or whole, to the ARB members;

4. notify the Applicant (via the Secretariat) of the anticipated date on which a decision will be declared (typically one month or less shall be the target).

Appointed ARB members shall then review the application and supporting documents within their terms of reference as assigned by the Chairman of the ARB (who may choose to assign specific focuses

\(^2\) Submission of the [on-line submission form](#) cannot be executed unless the Applicant’s PoC has been obliged to scroll-through all the Terms of Application and indicate acceptance of the terms, on behalf of the Applicant, hence such a specific check with the APoC to this effect is not required to be performed by the Secretariat.
Evaluation of the application shall progress along the following lines, according to the specific purpose. Some additional [Specific Evaluation steps] may need to be undertaken, depending upon the particular type of application being made:

5. in ensuring that supporting evidence provided fulfills each requirement the ARB shall apply whatever measures and expectations it considers reasonable. Whilst guidance may be given with regard to the expected form of conformity (or evidence of such) the ARB is in no sense constrained by the scope of that guidance and shall assess any material provided by the Applicant in support of its compliance. The ARB may, furthermore, ask for clarification or additional evidence in support of the application where it finds wanting the material submitted;

6. requests for clarification or additional material shall be made to the APoC and recorded, as shall be the Applicant’s response, in whatever form;

7. for each evaluation Requirement, determination of conformity shall be made and recorded in the records of the application;

8. after all evidence has been assessed the Chairman of the ARB shall call a meeting at which the Board shall consider the assessment findings and determine its recommendation as to whether the application should be: Granted unconditionally; Granted with conditions, or; Denied, with justification;

9. the ARB’s recommendation shall be communicated to the Approval Authority;

10. the Approval Authority shall take a decision, based upon the ARB’s recommendation and any other considerations the Approval Authority deems necessary, which shall be conveyed in writing by the Secretariat to the Applicant.

It is the intention and expectation that, in evaluating an application, there will be no need to visit the Applicant’s premises. This expectation is based largely on the notion that Applicants with prior qualifications will have been sufficiently rigorously evaluated already in order to attain those qualifications. Should an Applicant have few prior qualifications the evaluation will naturally be at a more detailed level than one where prior qualifications abound, and in such a circumstance the ARB may feel that it is necessary to visit the Applicant’s premises. Such an event should be the exception rather than the rule.

When accreditation is granted with conditions the applicable conditions should be such that their cause(s) can be addressed and resolved within a six month period of the grant.

4.3 Grant of Rights of Use (to the Liberty Mark)

When the application is to be granted (and if conditional, after any appeal has been heard and a final decision made), the following actions shall be performed:
1. the Applicant shall be asked to reaffirm its commitment to the terms and conditions defined in the appropriate [Agreement document].³;

2. a ‘Grant Id’ will be allocated (using the format ‘LIAF/<type>/yy/nn/iss’, where:
   - «type» is the [Type of Grant],
   - «yy» is the year as two digits,
   - «nn» is a sequence beginning at 01 each new year) and,
   - «iss» is the three-letter code allocated by Liberty to the Authoritative Body’s parent organization (Liberty shall use ‘LBY’);

3. based upon the [Applicable Mark], a seal (constituting a signed logo associated to unique identifiers) shall be created and issued to the Applicant as a part of formal notice of the [Applicable Grant], with any conditions stated;

4. the validity period of the Grant shall be set at three years subject to the continued adherence to conformity terms and conditions defined in the appropriate [Agreement document];

5. where the Grant is conditional, a review schedule shall be set to ensure that the Applicant provides, within the required timescale, adequate grounds for the removal of the conditions, without which the Grant shall lapse at the expiry of that timescale;

6. if the Authoritative Body is not the Liberty ARB then that body shall notify the Liberty Secretariat of the required details of the Grant;

7. Liberty shall update the Liberty Trust Status List with details of the new Grantee within two business days.

### 4.4 Appeal of Decision

Should an Applicant appeal against either a Grant with conditions or a denial with justifications the ARB shall second three additional members to act as ad hoc Board members (the Appeal Board). These three ad hoc members shall be drawn from the IAEG membership and shall be acceptable to both the Chairman of the ARB and to the APoC, each of whom shall use their best endeavors to find mutually-acceptable members. However, in the event that three mutually-acceptable members cannot be found within one calendar month of the appeal being lodged the Chairman of the ARB shall have the right to appoint three members without further referral to the APoC.

Where the Authoritative Body is not the Liberty ARB, the appeal shall be passed to the Liberty ARB from whose membership shall be constituted the Appeal Board.

The Appeal shall be heard within a two week period of the Appeal Board being established. The Appeal Board will review the appeal and its rationale for countering the original findings and make a decision.

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³ Applicants will have become bound to the terms of the agreement at the time of their initial application. This activity on Granting Rights of Use should merely reiterate the terms to the incipient Grantee and seek their affirmation and acknowledgment.
recommendation, which shall be one of: uphold the appeal (i.e. condition(s) removed in full); partially uphold the appeal with revised condition(s); deny the appeal outright.

During the appeal review the Appeal Board shall review the original ARB findings, the Applicant’s appeal justification and shall seek from the original ARB members, the independent advisor and the Applicant such further information as the Appeal Board deems fit. After consideration of all pertinent facts, which may include seeking further information from the Applicant, the Appeal Board shall make a recommendation to the Chairman of the original ARB, indicating whether the recommendation is unanimous or split 2-1.

The Chairman of the original ARB shall make a final decision based upon the Appeal Board’s recommendation and shall have that decision communicated in writing by its Secretariat to the Applicant and to the Appeal Board. A final appeal decision shall have no further recourse.

There is no defined process for handling an appeal against an unconditional Grant.

### 4.5 Termination of Application

An Application shall be considered terminated under any of the following circumstances:

1. if at any time during the receipt of an application, should the Applicant either choose to withdraw its application or fail to fulfill any justifiable requests made of it by the Secretariat within three weeks of the request (or within any other timescale which the Secretariat accepts);
2. if, during the processing of an application, the ARB considers that the Applicant does not fulfill the requirements, in fact or in spirit, and on being so advised the Applicant chooses to voluntarily withdraw their application;
3. in the event that an Application and any subsequent appeal is denied.

On termination of an application the Secretariat shall:

4. advise the APoC in writing of the termination, giving the reasons why;
5. allow a period of two weeks, within which (where no right of appeal has been exhausted) any notice of intention to appeal the termination must be received so as to be processed, and in the absence of any such notification (or after a final decision denying an appeal) and within a further two week period, destroy all record of and documents related to the application, save the basic administrative data required to record the fact that an application was received in the name of the Applicant and terminated for the reasons determined, which shall be recorded, including record of the date, time and means of notice of termination and of the destruction of related materials\(^4\), ensuring that the Applicant receives a written confirmation that their protected materials have been securely disposed-off.

\(^4\) Destruction of data shall be according to the National Industrial Security Program Operating Manual / DoD 5220.22-M, §5-7 (physical media) and §8-301 (electronic media), the latter requiring three-times over-write sanitization of electronic storage media, rather than physical destruction.
6. return any fees due (refer to Schedule of Fees and Related Terms).

### 4.6 Oversight of Grantees

Oversight of Grantees shall be effected by:

1. the Secretariat establishing at the time of granting any rights of use a schedule allowing for:
   a. review and removal of any conditions on which the Grant was conditionally awarded;
   b. annual review by the ARB of the Applicant’s standing with regard to the circumstances defined by the initial application and supporting evidence, and;
   c. submission by the Grantee of evidence of renewal of any prior qualification(s), to which the Grant was subject, which will lapse during the period of accreditation;
2. the ARB exercising review and validation of conformity and currency at points defined in the plan required by the preceding clause;
3. according to the degree of reliance upon prior qualifications (i.e., the greater the reliance, the less necessary is this measure), periodic re-assessment by the ARB of selected areas of conformity, based on a random sampling technique (which the ARB shall determine at its discretion alone);
4. re-assessment by the ARB in response to any observed or reported deficiency or other event which may give cause for concern as to the degree of conformity being exercised by the Grantee.

In the event that oversight identifies rise for concern then the ARB shall investigate further the circumstances and determine whether any corrective action is required, e.g. as allowed for under §4.7(3).

Annual review (1(a) above) shall be undertaken against a submission of the [Applicable Annual Conformity Review] by the Grantee. This is intended to identify any revisions to status of prior qualifications and submitted evidence since the initial application or previous annual review. Any new material submitted shall be subject to assessment using the validation techniques applied for the initial application assessment.

Review of renewal of any prior qualification(s) (1(b) above) shall be undertaken by receipt of evidence of the renewed qualification using the validation techniques applied for the initial application assessment.

Oversight also requires revision of the Liberty Trust Status List in response to any notification of a change in the Grantee’s status or of any service to which they may have awarded a Grant.

Should the [Applicable Requirements] be revised all current Applicants and Grantees shall be explicitly notified of the availability of the new versions including identification of all pertinent changes. Existing Grantees shall be allowed twelve months (fifteen months where publication occurs within three calendar months of an Annual Conformity review) in which to comply with the new requirements. Current Applicants shall be required to make any necessary revisions to their application to bring them into lines with the revisions.
Any revisions to the [Applicable Agreement] shall become effective immediately, subject to a consultation period having been offered to all current Grantees and Applicants at least four weeks prior to the revisions becoming effective.

### 4.7 Revocation of Grant

A Grantee shall have its Grant revoked under any of the following circumstances:

1. if it chooses to terminate or let lapse its Grantee status;
2. if at any time during the validity of its Grant a complaint against the Grantee is received and, after investigation, is upheld beyond any allowed appeal;
3. if, for any reason, the circumstances of the Grantee or its service have diverged from that described in the current application package (including any approved revisions subsequent to the Grant being awarded) such that corrective action to restore conformity cannot be taken either at all or in a timely fashion;
4. non-payment of renewal fees.

Divergence of a Grantee or its service from that described in the current application package may not necessarily be a negative event, e.g. the ownership of the Grantee may change such that a conflict of interest comes into existence, or a non-trivial enhance or revision to the service terms or processes. On the other hand, dereliction on the part of the Grantee, failure to honor the terms of the [Applicable Agreement] or loss of a prior qualification to which the Grant was subject would be less positively-viewed developments, demanding the ARB’s intervention.

On revocation of Grant status the Secretariat shall:

5. advise the APoC in writing of the revocation, giving the reasons why;
6. destroy all record of and documents related to the Grant, save the basic administrative data required to record the fact that an application was received in the name of the Applicant and revoked for the reasons determined, which shall be recorded, including record of the date, time and means of notice of revocation and of the destruction of related materials⁵;
7. return any fees due (refer to Schedule of Fees and Related Terms);
8. if the Authoritative Body is not the Liberty ARB then that body shall notify the Liberty Secretariat of the required details of the change in status of the Grantee;
9. Liberty shall update the Liberty Trust Status List with the revised status details of the Grantee.

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⁵ Destruction of data shall be according to the National Industrial Security program Operating Manual / DoD 5220.22-M, §5-7 (physical media) and §8-301 (electronic media), the latter requiring three-times over-write sanitization of electronic storage media which is intended for re-use rather than its physical destruction.
4.8 Annual Conformity Review

4.8.1 Introduction

A Grant is nominally valid for three years, but may expire or be revoked sooner if certain obligations are not fulfilled (refer to the appropriate [Agreement Document]). An Annual Conformity Review (ACR) is undertaken as a positive check and reminder to Grantees that their conformity to the appropriate [Agreement Document] (and thereby the requirements of this scheme) remains their obligation. The design of the ACR is intended to limit intrusion into the Grantee’s and Approval Authority’s time and resources by offering a check-list which will only require additional action if changes have occurred or prior claims cannot continue to be upheld.

4.8.2 Process

The Secretariat shall maintain a schedule against which it will prompt Grantees for completion of an ACR.

The Secretariat shall first populate an [Annual Conformity review] pro forma specific to the Grantee to reflect its record of the facts of the Grantee’s entitlements as currently understood, and submit that to the Grantee for their completion and return.

On receipt of the returned ACR the Secretariat shall review it for any indication that inconsistencies or variations have occurred during the course of the preceding twelve months, and if so shall request of the Grantee such supporting evidence as it deems necessary to determine whether the Grantee remains in conformity with its obligations. Generally the ACR will serve as a consistency audit covering the preceding twelve months. Since the appropriate [Agreement Document] requires Grantees to notify of any divergences as and when they are identified, the ACR should act only as verification of their occurrence and a cross-check that both parties are aware of them. Return of an ACR should therefore not be a cause for any immediate action, although the Secretariat needs to review with all vigor in order to avoid incipient complacency, on the part of either party.

Verifications required to be performed during the application processing stage should be applied (e.g. ensuring dates are concurrent and extend beyond the present period). In the event that actual assessment of additional evidence is required then a ‘mini-review’ shall be performed, adopting the procedures defined for the initial processing of Applications so as to limit time and effort expended whilst ensuring Liberty’s expectations and standards are maintained. The Chairman of the ARB has sole authority to determine the extent of a ‘mini-review’ and may, if deemed necessary, seek additional information from any parties as he sees fit, including any visit to the Grantees’ premises.
5  APPLICANT’S GENERAL RESPONSIBILITIES AND ACTIONS

This clause gives a summary description of the Application processes from the Applicant’s perspective. However, Applicants should be fully conversant with the description of the process from Liberty’s perspective by reading clauses 2, 3 & 4 of this Part, and the contents of the Part(s) – an overview will be found in clause 1.2 - which address their specific interests in participating in the Liberty AAS.

5.1 Submission of Applications

All applications shall be submitted by a representative of the Applicant with authority to commit the organization, identified as the Applicant Point of Contact (APoC).

Applications shall be complete and submitted electronically using the appropriate [Application document] found on Liberty’s web site. The submission shall include either electronic documents as evidential support or indicate whether evidential documents are to be submitted by non-electronic means or may only be viewed at the Applicant’s premises.

Note that the submission form requires the Applicant to indicate their commitment to terms and conditions defined in the appropriate [Agreement document], terms and conditions which address the complete life-cycle of participation in the AAS: application for a Grant of Rights of Use, withdrawal of application (without receipt of a Grant of Rights of Use), during the period in which a Grant of Rights of Use is awarded and after termination of a Grant of Rights of Use.

Applicants will receive an automatic acknowledgement of their submission, sent to the email of record (by reference to the submission form).

Applicants should be aware that, if a previous application has been ultimately denied the Applicant may not make a further application, neither for the same nor any different service(s), within a three month period from the date of denial of that application (or of any subsequent appeal).

Notwithstanding that provision, following submission of an application the Applicant can expect the Secretariat to make contact for any of the reasons explained in clause 4.

When the Application has been found to be satisfactory the APoC will receive notification that the application has been found fit for evaluation. The Accreditation Review Board (ARB – note comment in clause 1.1) shall then proceed with an evaluation of the application.

5.2 Assessment of Applications

Applicants will be given an anticipated date by which the Secretariat expects to be able to notify of a decision (typically within one month of the application being found to be in good order).

Prior to that date the application and supporting documents will be reviewed by the ARB. Applicants should be prepared to respond to requests for clarification or additional evidence in support of their application. The anticipated date for notification of a decision may be extended as a result of any request for additional input, depending upon the extent of further material required and the timeliness of responses to the Secretariat’s request(s).
If the Applicant has identified certain documents as having to be inspected at its premises then appropriate arrangements will have to be made for representatives of the ARB to attend for that purpose.

Applicants shall receive in writing notification of the ARB’s decision, once that is made known to the Secretariat.

When accreditation is granted with conditions the applicable conditions should be such that their cause(s) can be addressed and resolved within a six month period of the Grant.

### 5.3 On Receiving a Grant of Rights of Use (to the Liberty Mark)

When a Grant is made (and if conditional, after any appeal has been heard and a final decision made), the Applicant should anticipate the following actions and events:

1. the Applicant shall reaffirm its commitment to the terms and conditions defined in the appropriate [Agreement document] and submit it to the Liberty Secretariat;

2. based upon the [Applicable Mark], the Applicant shall receive a seal issued to the Applicant as a part of formal notice of the Grant of Rights of Use with its applicable ‘Grant Id’ (as unique reference for the specific Grant, also embedded in the seal), with any conditions stated. The correctness of the seal and accompanying documents should be verified and any discrepancies noted within two business days;

3. the Applicant should ensure that its Grant status is correctly published in the Liberty Trust Status List, within two business days of receipt of its seal;

4. where the Grant is conditional the Applicant should agree with the Secretariat a review schedule within which it shall submit adequate evidence and grounds for the removal of the conditions.

### 5.4 Right of Appeal

Applicants have the right of appeal against either a Grant with conditions or a denial with justifications. Any appeal shall be lodged in writing with the Secretariat within two weeks of notification of the ARB’s decision.

Appeals will be assessed according to the process defined in §4.4. Applicants should be prepared to respond to any requests from the ARB for further information. Typically an appeal will be processed within a one month period.

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6 Applicants will have become bound to the terms of the agreement at the time of their initial application. This activity on Granting Rights of Use should merely reiterate the terms to the incipient Grantee and seek their affirmation and acknowledgement.
Applicants shall receive in writing from the Secretariat notice of the outcome of their appeal, which shall be one of: appeal upheld (denial or condition(s) removed); appeal partially upheld with revised condition(s); the appeal is denied outright. A final appeal decision shall have no further recourse.

Applicants need not appeal against an unconditional Grant.

5.5 Termination of Application

An Applicant may voluntarily terminate its application by giving the Secretariat written notice of its withdrawal. No reason need be given, although this may be a decision taken in the light of feedback received from the ARB or Secretariat during the processing of the application, wherein the Applicant elects to gracefully withdraw in the face of its likely denial.

The ultimate denial of an application shall also be deemed a termination (see §4.5).

Applicants will receive a formal notification in writing of the circumstances of the termination which shall include a confirmation that their protected materials have been securely disposed-off.

Under certain circumstances the Applicant may be eligible for the return of fees (refer to Schedule of Fees and Related Terms).

5.6 Response to Oversight

Whilst holding a Grant, Grantees shall be subject to oversight which shall require them to co-operate with and make appropriate periodic reports to the Secretariat in accordance with the provisions of the appropriate [Agreement document].

Applicants shall avail themselves of the latest versions of all applicable Liberty IAF documents and be in conformity with their requirements, within:

1. for revised Requirements, six months of their publication unless publication occurs within three calendar months of an Annual Conformity review or renewal, in which case nine months shall be allowed;

2. for revisions to the appropriate [Agreement document], immediately upon their publication.

5.7 Revocation of Grant

Grantees may electively revoke their status either by allowing it to lapse, without seeking to renew it, or terminating it prior to its expiry.

Revocation may also arise for other reasons, as set forth in §4.7.
Applicants will receive formal notification of revocation in writing from the Secretariat, which shall state the reasons for revocation. They should also expect their entry in Liberty Trust Status List to be amended accordingly.

Under certain circumstances the Applicant may be eligible for the return of fees (refer to Schedule of Fees and Related Terms).

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Amendment does not automatically mean removal from the list, since there may be good cause to provide historical status information and thus record will be retained although the status will be ‘revoked’ from the applicable date.
6 EVALUATION: APPROVED SERVICE

This clause describes aspects of the application and evaluation processes which are specific to Liberty-Approved Services.

6.1 Overview

Liberty will grant a non-transferable, non-exclusive, right to use the Liberty Mark in connection with a CSP’s services conditional upon the CSP submitting a formal application regarding the services in question, agreeing to the terms of the appropriate Agreement, paying the applicable fee and gaining certification of the services in question after having them assessed by a Liberty-Accredited Assessor.

Liberty-Accredited Assessors are bound by their agreement with Liberty to only assess for SAC-conformity those services for which the owning CSP has signed the appropriate Agreement.

Thus, although the principal focus of the Liberty Approval process is the conduct of the assessment, the overall process starts and stops with Liberty.

6.2 Type of Grant

The type of Grant shall be that of a Liberty-Approved Service, denoted by the «type» field in the Grant Id being ‘SVC’.

6.3 Authoritative Body

The Authoritative Body for granting such status may be any one of:

a) the Liberty Management Board;
b) a Liberty Service Approval Authority (see Part IV) or;
c) a Liberty Approval-Qualified Certified Federation Operator with SAA qualification (see Part VI).

One of the principal factors in determining the Applicant’s suitability to be granted the ‘Liberty-Approved Service’ status will be Certification of the service, for which the chosen Liberty-Accredited Assessor shall be the Authoritative Body (see Part III).

6.4 Application document

Applications shall be submitted using the on-line Application for Liberty Approval form (‘Application’, for the purposes of this clause), describing their service(s) for which recognition is sought.

The application includes two documents on which the evaluation will rely: the first is the agreement document; the second is the Specification of Services Subject to Assessment (S3A).
6.4.1 Application format

This clause outlines the required content and functionality of the on-line Application for Liberty Approval, from which an appropriate web-based capability shall be developed. Only on-line applications shall be accepted. Responses to text underlined in green will be placed into the public domain in the event that a Grant is awarded (until which point the information provided shall remain confidential unless the Applicant chooses otherwise).

Name of applicant organization:

Any 'DBA' aliases / informational uri:

Name & position/office/role of person having the authority to represent the organization (i.e. the APoC):

Contact details for above person: phone/email/postal address

Second authoritative PoC, details as above:

Name & position/office/role of person as a service provision point of contact:

Contact details for above person: phone/email/postal address:

Second service provision PoC, details as above:

State all jurisdictions in which the service is offered, primary first – give country and state/region where applicable:

<table>
<thead>
<tr>
<th>Country</th>
<th>State/Region/Province/Department/…</th>
<th>extend as required</th>
</tr>
</thead>
</table>

Applicable SAC:

- CO-SAC [Note 4] address of local doc(s) to be uploaded with the application
- ID-SAC address of local doc(s) to be uploaded with the application
- CM-SAC address of local doc(s) to be uploaded with the application (note validation requirements)

Applicable Assurance Levels:

- AL1 [Note 7]
- AL2
- AL3
- AL4

Details of service for which approval is being sought:

address of local doc(s) to be uploaded with the application

 Fee payment Reference [Note 9]

Terms of the Liberty Service Provider Agreement accepted & signed [Note 10]
«Editor’s Note: if the TSL is accepted then additional information will ultimately be required from the Applicant to populate all required fields of their TSL entry, and therefore will need to be stated here»

Notes to the above:

1. validate to the fullest extent possible all entries to this point;
2. use country code according to ISO 3166-1 alpha-2 coding;
3. at least one entry required; validate as far as possible on entry. Possibly offer a pull-down of countries, deducing their corresponding codes, but that’s a luxury (but validate against it);
4. ‘CO-SAC’ is obligatory hence shall always be ☑. The other two SAC default to ☐, but the Applicant must select at least one of them, in which case it becomes ☑;
5. provides a browse function whereby applicant can select a file or files to be uploaded when the application is submitted, or can specify a reference of their own choice which will identify a document or other medium by which evidence will be submitted by other means;
6. for claimed SAC, this field not offered when an SAC is not selected (i.e. not ‘☑’). When it is offered it is used to submit evidence of the qualification;
7. defaults to ☐, making Applicant positively select the applicable Assurance Levels (AL), in which case becomes ☑. Each AL option is independent of the others, although at least one MUST be selected;
8. this should be the S3A relating to the service – refer to Specification of Services Subject to Assessment
9. a separate on-line payment function which will generate a unique reference by which the payment can be mapped to the application – link to the payment page if not previously paid. No payment, no submission;
10. defaults to ☐; present the text of the LA3 for review and explicitly require it all to be scanned-through before requiring an affirmative response/signature which shall be captured and used to set this entry to ☑;
11. the on-line form should provide context-sensitive help;
12. common-sense should prevail whenever and wherever possible – e.g., if the Applicant declines to commit to the SPA, they should at least be asked whether they know what they’re doing and that the Application will be closed if they decline. If they still choose to decline, well ….

On submission of the application the web-based function should capture the Applicant’s inputs, gather the identified files and prepare a package to be sent to the Liberty Secretariat. After packaging but prior to the point at which it is submitted, require the Applicant to electronically sign the submission and to seal it using Liberty’s applicable public key. This will provide (primarily) confidentiality protection of the Applicant’s information whilst it is being transmitted to the Liberty Secretariat.

On receipt the application package shall be stored separately from any other applicant’s data. There shall be an application available to the Secretariat to select Applications by reference and to represent the material as seen by the Applicant, with the applicable evidential files available.
6.5 **Basis of Evaluation**

The **Liberty IAF Service Assessment Criteria** (SAC) shall be the basis against which the application is evaluated. Actual assessment must be carried-out by a Liberty-Accredited Assessor, which will perform an assessment of the service(s) referenced in the application, with the objective of certifying the specified service as being conformant to the applicable SACs.

6.6 **Agreement document**

The agreement document required when submitting an application for service approval is the **Service Provider Agreement** (SPA). This document will be automatically called-up during the on-line application submission process, which cannot proceed without acceptance of the SPA's Terms and Conditions.

6.7 **Specific Evaluation Steps**

The Secretariat will validate the initial application submission up to and including Part I clause 4.1, step (9), advising the Applicant’s Point of Contact (APoC) that the application has been found fit for evaluation. The Secretariat shall then take these additional steps:

- a) Counter-sign and return the SPA to the CSP’s APoC;
- b) File the application for later reference, and;
- c) Notify the Chairman of the ARB of the application’s receipt (simply for advisory purposes – no action is required of the ARB at this stage).

Evidence of its acceptance of the SPA is a necessary pre-requisite to enable the Applicant’s chosen Assessor to formalize the contract for assessment (see clause 6.8, below). Once the assessment has been completed and the Applicant has received the assessor’s assessment report, that report shall then be returned to the Secretariat and the Application processing shall then continue according to the opinion conveyed in the Liberty Assessment Report (LAR), i.e. whether certification has been achieved or not.

When the LAR indicates that the assessment has been successful it shall be added to the evaluation package which shall then be passed to the ARB, per Part I clause 4.1, step (10).

If the assessment report does not give an unqualified certification decision the Secretariat must determine whether the Applicant wishes to:

- d) withdraw its application outright;
- e) suspend processing of its application, pending resolution of any impediments to certification, or;
- f) negotiate with the Secretariat as to whether the application can proceed, with the risk that it will be rejected or, at best, be granted with conditions.

This decision lies with the Applicant, not the Secretariat, although the latter may give advice based on past examples or knowledge of the process and the ARB’s likely position.

Withdrawal of an application constitutes termination, which is addressed in Part I clause 4.5.
6.8 Annual Conformity Review

The schedule maintained by the Secretariat shall record the expiration dates of any Prior Qualifications and shall seek from the Grantee evidence of renewal, as dates fall due.

The use of an ACR as a consistency audit covering the preceding twelve months will rest largely upon the fact that oversight provisions of Prior Qualifications (which most Accredited Assessors are anticipated to rely upon) are themselves performing sufficient oversight.

6.8.1 ACR (Approved Service) form

Liberty IAF Assurance Assessment Scheme

Annual Conformity Review (Approved Service) ref. «GrantId»:ACR#yy-mm

«Grantee»'s service «name of service»

This service approval is based on the following Service Assessment Criteria (SAC):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CO-SAC</td>
<td>❑</td>
</tr>
<tr>
<td>ID-SAC</td>
<td>❑</td>
</tr>
<tr>
<td>CM-SAC</td>
<td>❑</td>
</tr>
</tbody>
</table>

(note validation requirements)

Cite any divergences reported by «Grantee», giving date and reference applied by Liberty

<table>
<thead>
<tr>
<th>Date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>20yy-mm-dd</td>
<td>«GrantId»/Dnn</td>
</tr>
<tr>
<td>Extend as necessary [2]</td>
<td></td>
</tr>
</tbody>
</table>

Cite any actions instigated through Liberty against your organization or services, giving date and reference applied by Liberty

<table>
<thead>
<tr>
<th>Date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>20yy-mm-dd</td>
<td>«GrantId»/Ann</td>
</tr>
<tr>
<td></td>
<td>Extend as necessary</td>
</tr>
</tbody>
</table>

Management Assertion:

«Grantee»'s management, as represented by «APoC's name», asserts hereby that, during the period 20yy-mm-dd to 20yy-mm-dd, it maintained:

a) its compliance to all applicable terms of the SPA and its Grant of Approval for the named Service;

b) its conformity to the criteria set forth in the Liberty SAC v«state applicable version».

Signed:

«Grantee’s electronic seal»

Notes to the above:
1. ‘CO-SAC’ is obligatory hence shall always be √. The other two SAC default to ☐, but the Applicant must select at least one of them, in which case it becomes √;

2. Defaults to ☐, making Applicant positively select any Prior Qualifications (PQ), in which case becomes √. Each PQ option is independent of the others. If selected (i.e. √) a date must be entered;

3. Form should have provision for additional entries to be added, although hopefully not too many. Otherwise fix at four but allow others to be provided separately.

6.9 Assessment of Services

6.9.1 Contracting for Assessment

Applicants may find a list of Liberty-Accredited Assessors from which to select an assessor in the Liberty Trust Status List.

On receipt of the counter-signed SPA the CSP should select and contract with a Liberty-Accredited Assessor, in order to have their service(s) assessed. Liberty will maintain and publish a list of Accredited Assessors in the Liberty Trust Status List. Assessors will not engage with a CSP for the purposes of assessing for conformity to the SAC unless the CSP provides copy of its SPA, counter-signed by Liberty.

Liberty’s only requirement is that the Applicant select an Assessor which is Liberty-Accredited: Liberty has no preference and considers any Assessor which it accredits to be equal to all others, for the given range of Assurance Levels and technologies for which they have recognized expertise. It is therefore the Applicant’s sole responsibility to select, and make and fulfill all contractual arrangements with, their chosen assessor. Subject to the adherence of both the Assessor and the CSP to their respective agreements with Liberty, all arrangements between the CSP and its selected Assessor for the performance of the assessment of the CSP’s services are entirely between those two parties and Liberty shall have neither interest nor influence in them.

It should be noted that, depending on the scope of their application for accreditation, some assessors may not be accredited to assess against the full scope of the SAC. CSP’s should therefore check the entitlement of the assessor to address their service(s), whilst at the same time it is incumbent upon assessors to do likewise and advise potential client CSP’s where the scope of the required assessment services exceeds that of their accreditation. Although this is not anticipated to be a frequent problem it is nonetheless a real possibility which needs to be accounted for.

6.9.2 Performing the Assessment

The CSP shall submit to its contracted assessor the following documents as the minimum set required by Liberty. The assessor may have its own processes which require additional submissions from the CSP which will be matter of private contract between them. This clause primarily addresses the responsibilities which Accredited Assessors have in performing a Liberty assessment. The CSP’s minimum document set is its:
1. SPA, counter-signed by Liberty;
2. S3A;
3. supporting documentation demonstrating its compliance with the applicable SAC.

The assessor shall then perform the assessment according to the terms of its accreditations and its defined processes.

At the conclusion of the assessment the Assessor shall prepare a Liberty Assessment Report (LAR).

This report may be a separate document prepared for Liberty’s consumption or may be a document with wider applicability, subject only to fulfilling at least the requirements for a LAR.

A LAR shall always be required, irrespective of whether the CSP withdraws from the assessment, concludes the assessment but fails to demonstrate its conformity as required or succeeds in gaining certification from its assessor. Only in the last of these possible outcomes (successful certification) will Liberty exercise its right to make public that information from the S3A that is specified as being for publication. All other information and all other outcomes Liberty shall retain as confidential under the terms of the SPA.

(Even in the case of withdrawal of the CSP, provision of the LAR will allow Liberty to close the processing of the application for recognition.)
7 EVALUATION: ACCREDITED ASSESSOR

This clause describes aspects of the application and evaluation processes which are specific to Liberty-Accredited Assessors.

7.1 Overview

Liberty will grant a non-transferable, non-exclusive, right to use the Liberty Mark in connection with an organization’s assessment services conditional upon the assessor submitting a formal application regarding the services in question, agreeing to the terms of the appropriate Agreement, paying the applicable fee and gaining certification of the assessment services in question after having them assessed by a Liberty-Accredited Assessor.

Liberty-Accredited Assessors are bound by their agreement with Liberty to only assess for SAC-conformity those services for which the owning CSP has signed the Service Provider’s Agreement.

7.2 Type of Grant

The type of Grant shall be that of a Liberty-Accredited Assessor, denoted by the «type» field in the Grant Id being ‘SSR’.

7.3 Authoritative Body

The Authoritative Body for granting such status is the Liberty Management Board, exclusively.

7.4 Application document

Applications shall be submitted using the on-line Application for Liberty Accreditation form (‘application’, for the purposes of this clause).

The application includes the agreement document.

7.4.1 Application format

This clause outlines the required content and functionality of the on-line Application for Liberty Accreditation, from which an appropriate web-based capability shall be developed. Only on-line applications shall be accepted. Responses to text underlined in green will be placed into the public domain in the event that a Grant is awarded (until which point the information provided shall remain confidential unless the Applicant chooses otherwise).

Name of applicant organization:

Any ‘DBA’ aliases:
Name & position/office/role of person having the authority to represent the organization (i.e. the APoC):

Contact details for above person: phone/email/postal address\[^{Note \: 1}\];

Second authoritative PoC, details as above:

Name & position/office/role of person as a service provision point of contact:

Contact details for above person: phone/email/postal address:

Second service provision PoC, details as above:

State all jurisdictions in which services are offered, primary first – give country\[^{Note \: 2}\] and state/region where applicable\[^{Note \: 3}\]:

<table>
<thead>
<tr>
<th>Country</th>
<th>State/Region/Province/Department/…</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>extend as required</td>
</tr>
</tbody>
</table>

Prior Qualifications claimed:

- AICPA \[^{Note \: 4}\]
- ISACA/CISA \[^{Note \: 5}, \: Note \: 6]\n- IRCA \[^{Note \: 5}\]
- IS 19011 \[^{Note \: 5}\]
- IS 17021 \[^{Note \: 5}\]
- IS 27006 \[^{Note \: 5}\]

Applicable Assurance Levels:

- AL1 \[^{Note \: 7}\]
- AL2 \[^{Note \: 7}\]
- AL3 \[^{Note \: 7}\]
- AL4 \[^{Note \: 7}\]

Statement of Conformity: \[^{Note \: 8}\]

AQER reference

- AO.1 \[^{Note \: 9}\]
- AO.2
- AO.3

or

- AQ.1
- AT.1
- AD.1

Evidence

- PQ \[^{Note \: 5}\]
- as AO.1 etc.

Fee payment Reference \[^{Note \: 10}\]

Terms of the Liberty-Accredited Assessor Agreement accepted & signed \[^{Note \: 11}\]
«Editor’s Note: if the TSL is accepted then additional information will ultimately be required from the Applicant to populate all required fields of their TSL entry, and therefore will need to be stated here»

Notes to the above:

1. validate to the fullest extent possible all entries to this point;
2. use country code according to ISO 3166-1 alpha-2 coding;
3. at least one entry required; validate as far as possible on entry. Possibly offer a pull-down of countries, deducing their corresponding codes, but that’s a luxury (but validate against it);
4. defaults to ☑, making Applicant positively select any Prior Qualifications (PQ), in which case becomes ☒. Each PQ option is independent of the others;
5. provides a browse function whereby applicant can select a file or files to be uploaded when the application is submitted, or can specify a reference of their own choice which will identify a document or other medium by which evidence will be submitted by other means;
6. for claimed PQs, this field not offered when PQ not selected (i.e. not ‘☑’). When it is offered it is used to submit evidence of the qualification;
7. defaults to ☑, making Applicant positively select the applicable Assurance Levels (AL), in which case becomes ☐. Each AL option is independent of the others, although at least one MUST be selected;
8. the following table should include an entry for each AQER;
9. dependent upon claimed PQ, automatically set this box to ☐ (none), ☑ (qualified) or ☑ (unqualified) as appropriate to the claimed PQs (this should be by reference to the corresponding entries in Table 1). If more than one PQ applies, select the most favorable, i.e. ☑ > ☑ > ☐. Set the ‘Evidence’ field as indicated (noting that ☑ calls for no evidence, that being provided by the evidence of qualification);
10. a separate on-line payment function which will generate a unique reference by which the payment can be mapped to the application – link to the payment page if not previously paid. No payment, no submission;
11. defaults to ☒; present the text of the LA3 for review and explicitly require it all to be scanned-through before requiring an affirmative response which shall be captured and used to set this entry to ☑;
12. the on-line form should provide context-sensitive help;
13. common-sense should prevail whenever and wherever possible – e.g., if the Applicant declines to commit to the LA3, they should at least be asked whether they know what they’re doing and that the Application will be closed if they decline. If they still choose to decline, well ….

On submission of the application the web-based application should capture the Applicant’s inputs, gather the identified files and prepare a package to be sent to the Liberty Secretariat. After packaging but prior to the point at which it is submitted require the Applicant to electronically sign the submission and to seal it using Liberty’s applicable public key. This will provide (primarily) confidentiality protection of the Applicant’s information whilst it is being transmitted to the Liberty Secretariat.
On receipt the application package shall be stored separately from any other applicant’s data. There shall be an application available to the Secretariat to select Applications by reference and to represent the material as seen by the Applicant, with the applicable evidential files available.

### 7.5 Basis of Evaluation

The Liberty IAF Assessor Qualifications & Experience Requirements (AQER) shall be the basis against which the application is evaluated.

### 7.6 Agreement document

The agreement document required when submitting an application for accreditation is the Liberty-Accredited Assessor’s Agreement (LA3). This document will be automatically called-up during the online application submission process, which cannot proceed without acceptance of the LA3’s Terms and Conditions.

#### 7.6.1 Agreement Terms

This Agreement (hereafter LA3) establishes Liberty’s and the Assessor’s mutual obligations from the time of the Applicant first submitting their application, and during and after any grant of accredited status and serves also as a Trade-Mark License Agreement (TMLA).

##### 7.6.1.1 Maintaining Conformity

«Applicant» undertakes to, at all times during the processing of its application, any period during which it is the beneficiary of a Grant of Rights of Use and after any expiry or termination of either the Grant of Liberty Accreditation or of its application for said Grant:

1. maintain its conformity to the Liberty AAS Requirements set forth in this document or as may be subsequently revised and notified to «Applicant»;

2. in the event that any material divergence from conformity arises, take steps to regain conformity within a period of three months and notify the Secretariat of the divergence, stating the applicable Requirements and the corrective actions being taken;

3. within one month of resolving any material divergence, submit to the Secretariat any revised evidential material;

4. maintain, organizationally and individually, all applicable prior qualifications on which the Grant of Accreditation is based;

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8 A non-material divergence is one that exists for no longer than one month and which is managed within the context of the Applicant’s internal management system and which does not call into question the independence and objectivity of the organization and its staff. Liberty reserves the right to take retrospective review and follow-up action if it finds that a divergence deemed to be ‘material’ has in fact imperiled these attributes.
5. provide the Secretariat with copies of evidence of prior qualification renewal which shows continuity of qualification;

6. immediately following initial accreditation and at any change thereafter, provide to the Secretariat the names and qualifications of those personnel who may perform assessments for the purposes of Liberty-recognized Certification.

### 7.6.1.2 Use of the Liberty Mark

«Applicant» may use the Liberty Mark as provided in its seal of accreditation only in respect of those certification assessments falling within the scope of their Grant. «Applicant» understands that Liberty shall consider any abuse of this restriction a sufficient misdemeanor to justify revocation of the accreditation, subject to due notification and appeal, and that Liberty has the rights to invoke such action if it deems it necessary.

### 7.6.1.3 Client engagement and record

«Applicant» undertakes to require in any client (i.e. Subscriber) engagement:

1. identification of the applicable SACs and the Assurance Level(s) at which the service is offered;
2. the Subject’s commitment to terms which shall include clauses which achieve the equivalent to those in this agreement;

and to retain securely the evidential material submitted by the Subject for a minimum period of twelve months after termination of the certification.

«Applicant» shall require the following information from the Subject when initiating a new assessment:

For each service to be assessed:
Name of service & service type

SACs against which conformity is claimed: 
- CO-SAC
- ID-SAC
- CM-SAC

Highest Assurance Level at which the service is offered:
- AL1
- AL2
- AL3
- AL4

Notes to the above:
1. ‘Service type’ requires consideration from a number of viewpoints:
   a. a number of services which go beyond simple credentialing exist or are coming into existence, so a broader set of types than presently addressed by the SACs may be desireable;
   b. consideration should be given to the service types defined in [ETSI_TSL] and used where congruent with those addressed by Liberty, with any new services identified having to be integrated through any TSL implementation;

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9 Many other processes will most likely require longer retention periods – this clause is not intended to override any such other requirements but merely establishes an absolute minimum from Liberty’s point of view.
c. Liberty needs consistency across all its Accredited Assessors to ensure service types can be collectively identified at the highest level and therefore Liberty needs to lead on this.

2. ‘CO-SAC’ is required by default – option to select ☑ or ☒ for the other two;

3. defaults blank - User must select one – when one is selected, set it and any lower ALs to ☑, all higher to ☒. Allow re-selection, fill as defined.

7.7 Specific Evaluation steps

When initially validating the application the Secretariat shall apply the following specific steps in executing Part I clause 4.1, step (6):

a) Documents which assert qualifications on which are based claims of ‘credit’ with regard to Accreditation requirements shall first of all be validated. Validation shall be either by visual inspection, or online (e.g. authentication of issuer’s seal or validation against a recognized registry). Currency and longevity of these qualifications shall be validated and those having less than 3 months remaining validity shall not be validation;

b) Claims of ‘credit’ based on validated prior qualifications shall be recognized, subject to any qualifications applied by Liberty;

c) On a per requirement basis:

ii) Validated unqualified credit shall be granted without question (unless exceptional circumstances prevail);

iii) Validated qualified credit shall be assessed to ensure that supporting evidence provided fulfills the requirement;

iv) For any other requirement, ensure that supporting evidence provided fulfills the requirement.

In ensuring that supporting evidence provided fulfills each requirement (Part I, clause 4.2) the ARB shall apply whatever measures and expectations it considers reasonable. Whilst guidance is given for each AQER clause the ARB is in no sense constrained by the scope of that guidance and shall assess any material provided by the Applicant in support of its compliance. The ARB may, furthermore, ask for clarification or additional evidence in support of the application where it finds wanting the material submitted.

7.8 Annual Conformity Review

The schedule maintained by the Secretariat shall record the expiration dates of any Prior Qualifications and shall seek from the Grantee evidence of renewal, as dates fall due.

The use of an ACR as a consistency audit covering the preceding twelve months will rest largely upon the fact that oversight provisions of Prior Qualifications (which most Accredited Assessors are anticipated to rely upon) are themselves performing sufficient oversight.
7.8.1 ACR (Accredited Assessor) form

Liberty IAF Assurance Assessment Scheme

Annual Conformity Review (Accredited Assessor) ref. «GrantId»:ACR#yy-mm

«Grantee» (i.e. its name)

This accreditation is based on the following Prior Qualifications (PQ) – «Grantee» confirms hereby that these PQs have continuing currency and will expire on the given date(s)

(individual staff need not be individually accounted for).

Prior Qualifications claimed:

<table>
<thead>
<tr>
<th>Current</th>
<th>Expires/Next review</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20yy-mm-dd</td>
</tr>
<tr>
<td>AICPA</td>
<td></td>
</tr>
<tr>
<td>ISACA/CISA</td>
<td>20yy-mm-dd</td>
</tr>
<tr>
<td>IRCA</td>
<td>20yy-mm-dd</td>
</tr>
<tr>
<td>IS 19011</td>
<td>20yy-mm-dd</td>
</tr>
<tr>
<td>IS 17021</td>
<td>20yy-mm-dd</td>
</tr>
<tr>
<td>IS 27006</td>
<td>20yy-mm-dd</td>
</tr>
</tbody>
</table>

«Secretariat to tailor the above list to represent the facts»

Cite any divergences reported by «Grantee», giving date and reference applied by Liberty

<table>
<thead>
<tr>
<th>Date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>20yy-mm-dd</td>
<td>L-ACS#«AccredId»/Dnn</td>
</tr>
</tbody>
</table>

Extend as necessary

Cite any actions instigated through Liberty against your organization or services, giving date and reference applied by Liberty

<table>
<thead>
<tr>
<th>Date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>20yy-mm-dd</td>
<td>«GrantId»/Ann</td>
</tr>
</tbody>
</table>

Extend as necessary

Management Assertion:

«Grantee»’s management, as represented by «APoC’s name», asserts hereby that, during the period 20yy-mm-dd to 20yy-mm-dd, it maintained:

a) its compliance to all applicable terms of the LA3 and its Grant of Accreditation;

b) its conformity to the Requirements set forth in the Liberty AQER v «state applicable version»;

c) organizationally and individually, all applicable prior qualifications on which its Grant of Accreditation is based, in each case [without|subject to the] material divergence or action[is identified above].

Signed:

«Grantee’s electronic seal»

Notes to the above:
4. Defaults to ☑, making Applicant positively select any Prior Qualifications (PQ), in which case becomes ☑. Each PQ option is independent of the others. If selected (i.e. ☑) a date must be entered;

5. Form should have provision for additional entries to be added, although hopefully not too many. Otherwise fix at four but allow others to be provided separately.

7.9 Performing the Assessment

7.9.1 Process

Assessors shall require CSP’s to submit the following documents as the minimum set required for an assessment for the purposes of supporting an application for Liberty Approval. The assessor may have its own processes which require additional submissions from the CSP which will be matter of private contract between them. This clause primarily addresses the responsibilities which Accredited Assessors have in performing a Liberty assessment. The CSP’s minimum document set is its:

1. Service Provider Agreement (SPA), counter-signed by Liberty;
2. Specification of a Service Subject to Assessment (S3A);
3. supporting documentation demonstrating its compliance with the applicable SAC (may be in the S3A).

The assessor shall then perform the assessment according to the terms of its accreditations and its defined processes.

At the conclusion of the assessment the Assessor shall prepare a Liberty Assessment Report. This report may be a separate document prepared for Liberty’s consumption or may be a document with wider applicability, subject only to fulfilling at least the requirements for a LAR.

A LAR shall always be required, irrespective of whether the CSP withdraws from the assessment, concludes the assessment but fails to demonstrate its conformity as required or succeeds in gaining certification from its assessor. Only in the last of these possible outcomes (successful certification) will Liberty exercise its right to make public that information from the S3A that is specified as being for publication. All other information and all other outcomes Liberty shall retain as confidential under the terms of the SPA.

(Even in the case of withdrawal of the CSP, provision of the LAR will allow Liberty to close the processing of the application for recognition.)
8 EVALUATION: SERVICE APPROVAL AUTHORITY

This clause describes aspects of the application and evaluation processes which are specific to Liberty Service Approval Authorities.

Editor’s Note – this section addresses an area out of scope of the present drafting objectives.

Elementary ‘boiler-plate’ text has been provided but the detail elements of the process and specific requirements to be eligible for the Grant have not been addressed in detail, and certainly not resolved.

8.1 Overview

Liberty will grant a non-transferable, non-exclusive, right to use the Liberty Mark in connection with an organization’s operation as an approval authority for CSP services. This type of grant shall only be made to an Assessor which already holds or receives at the same time a Grant of Liberty-Accredited Assessor status, and the Service Approval Authority (SAA) shall approve only those services which it itself certifies.

Approval shall be conditional upon the CSP submitting to the SAA a formal application regarding the services in question, agreeing to the terms of the appropriate Agreement, paying the applicable fee and gaining certification of the services in question after having them assessed by the Liberty-Accredited Assessor service operated by the SAA organization.

8.2 Type of Grant

The type of Grant shall be that of a Liberty Service Approval Authority, denoted by the «type» field in the Grant Id being ‘SAA’.

8.3 Authoritative Body

The Authoritative Body for granting such status is the Liberty Management Board, exclusively.

8.4 Application document

Applications shall be submitted using the on-line Application for Service Approval Authority form (‘application’, for the purposes of this clause).

The application includes the agreement document.

8.5 Basis of Evaluation

The Liberty IAF Service Approval Authority Requirements (SAAR) shall be the basis against which the application is evaluated.
8.6 Agreement document

The agreement document required when submitting an application is the Liberty Service Approval Authority’s Agreement (SA3). This document will be automatically called-up during the on-line application submission process, which cannot proceed without acceptance of the SA3’s Terms and Conditions.

8.7 Specific Evaluation steps

Editor’s Note – None yet determined.

8.8 Annual Conformity Review

TBD.
9 EVALUATION: RECOGNIZED FEDERATION OPERATOR

This clause describes aspects of the application and evaluation processes which are specific to Liberty-Recognised Federation Operators.

Editor’s Note – this section addresses an area out of scope of the present drafting objectives.
Elementary ‘boiler-plate’ text has been provided but the detail elements of the process and specific requirements to be eligible for the Grant have not been addressed in detail, and certainly not resolved.

9.1 Overview
Liberty will grant a non-transferable, non-exclusive, right to use the Liberty Mark in connection with a Federation Operator and its community conditional upon the FO submitting a formal application regarding the services in question, agreeing to the terms of the appropriate Agreement, paying the applicable fee and gaining recognition of its operations.
Liberty-Recognized Federation Operators, and by extension their communities, are bound by their agreement with Liberty to extend mutual recognition to all services operated and credentials issued under the Liberty Mark, whether from within their own community, from within other Liberty-Recognized Federations or operated independently under the Liberty Mark.

9.2 Type of Grant
The type of Grant shall be that of a Liberty-Recognized Federation Operator, denoted by the «type» field in the Grant Id being ‘FED’.

9.3 Authoritative Body
The Authoritative Body for granting such status is the Liberty Management Board, exclusively.

9.4 Application document
Applications shall be submitted using the on-line Application for Liberty Recognition form (‘application’, for the purposes of this clause).
The application includes the agreement document.

9.5 Basis of Evaluation
The Liberty IAF Federation Operator Rules & Guidance (FORG) shall be the basis against which the application is evaluated.
9.6 Agreement document

The agreement document required when submitting an application for recognition is the Liberty-Recognized Federation Operator’s Agreement (RFOA). This document will be automatically called-up during the on-line application submission process, which cannot proceed without acceptance of the RFOA’s Terms and Conditions.

9.7 Specific Evaluation steps

Editor’s Note – None yet determined.

9.8 Annual Conformity Review

TBD.