

Memorandum of Understanding

Ian Grigg and CAcert Inc.

3rd of March 2008

The parties:

CAcert Inc., NSW, Australia, is represented by Mr. T. Hagen, President, and Mr. R. Cruikshank, Treasurer,

and

Mr. Ian Grigg, ACT, Australia.

Given that:

- a) CAcert Inc. is an Australian association providing a free X.509 certificate service provision ("certificate authority") via Internet with the major service hosted as www.cacert.org for the CAcert Community;
- b) Mr. Ian Grigg is providing a certificate authority Systems Audit and related services for CAcert Community;
- c) Both agree in principle to the goals for CAcert users:
 - to structure and base the CAcert Community on contributions from volunteers;
 - to operate as an open organisation with documented policies;
 - to provide a free certificate service in a sustainable way;
 - to get the operations to a secure and documented standard;
 - to lead CAcert by way of the Audit process towards incorporation of the root keys into the main stream browsers, especially, Mozilla family of browsers and email clients;
- d) CAcert Community is structured as an interdisciplinary group of volunteers from business and technical fields, is coordinated on a day-to-day basis by a Management Sub-Committee of CAcert Inc., is assisted by the CAcert (policy) email lists and CAcert officers and team leaders for technical matters, assurances, dispute handling, documentation, etc., and represented by the CAcert Inc. association committee;
- e) When necessary and as much as possible, ad-hoc teams with business, organisational and technical experts are drawn from the pool of volunteers of CAcert Community; and
- f) Stichting NLnet, the Netherlands, has agreed to provide funding for the Audit project as described and agreed with Stichting NLnet in Proposal for the funding of the Audit for CAcert Inc. V2, 22nd December 2007, hereafter called NLnet MoU.

The Parties agree to the following:

1. CAcert commits to contributing a maximum contribution of 36,000 Euro to the Audit project. This contribution should not be more than Stichting NLnet's contribution via the NLnet MoU.
2. The interim plan as of December 2007 for the Audit project work is described in Annex 1 of the NLnet MoU, hereafter called Audit Plan.
3. This Memorandum is aligned with the Audit Plan, and the implied requirements for funding by NLnet.
4. The Management Sub-Committee of CAcert Inc. is the designated representative for day-to-day management of the CAcert Community.

5. The Audit Project is separated into four Phases, being the three Phases of the Audit Plan and one Follow-up Phase. The Follow-up Phase work and results will be agreed before the phase starts.
6. Ian Grigg is managing the Audit Plan Phases and Follow-up Phase.
7. At the start of every Phase an Auditor's retainer of 3.000 Euro is payable immediately. A budget of 3.000 Euro is allocated for 3rd party subcontracting, and a budget of 3.000 Euro for audit expenses.
8. The total expenditure per Phase should not exceed 9.000 Euro.
9. Ian Grigg is free to propose adjustments for the budgets in a Phase to CAcert Inc. within the limits of the funding. For example, third party work (security manual), required technical preparations, documentation work, needed travel and subsistence, computer equipment, and including extra support work by Ian Grigg, etc.
10. At the start of every Phase an expenditure and work plan will be provided by Ian Grigg to be agreed upon.
11. At the end of every Phase, and at approximately two-monthly intervals within, a report will be provided to the CAcert Community as described in the NLnet MoU.
12. All payments should be processed through the expenses procedure of CAcert Inc.
13. The audit work provided by Ian Grigg will provide the necessary guidance and consulting for internal and third party work within the Audit Project context.
14. The responsibility for completion of each Audit-driven requirement remains with CAcert Inc.
15. When the Milestone, as defined in the Audit Plan for each Phase, has been agreed as being met, the next Phase may start.
16. If either party disagrees over completion of a Milestone for more than an interval of two months, this Memorandum terminates.
17. The process is open. Only specific security and privacy issues where strongly defined as confidential under policies if agreed upon in writing are exempt from this.
18. Notwithstanding the above clauses, the Audit process itself is an independent process that meets the needs of, and is demanded by, external stakeholders such as Mozilla, and this may result in unfavourable termination of the process.
19. All payments made are non-refundable.

NSW, 3rd of March 2008

Vienna, 3rd of March 2008

T. Hagen
president
CAcert Inc.

R. Cruikshank
treasurer
CAcert Inc.

Ian Grigg