1. Summary

The aim of publishing the source code is to establish and build confidence in the public domain, while obtaining feedback from professional experts and the opportunity to make improvements. Constructive contributions and findings on the source code are always welcome.

At this stage, we would like to highlight the key points in the terms of use:

- The OEV (Federal Chancellery Ordinance on Electronic Voting) allows the source code to be examined, modified, compiled and executed for ideational purposes. Publication is organized and regulated in line with this idea.
- The published code, including the source code, is the intellectual property of the companies Scytl and Post CH Ltd. The code in question is proprietary and not subject to a free and open source software (FOSS) licence.
- Distributing or publishing the access tools, granting access to third parties and sharing the source code are not permitted.
- Post CH Ltd must be consulted before any findings may be published.
- All feedback regarding vulnerabilities found in the electronic voting solution source code is welcome. All feedback must be reported on the GitLab.com platform as an issue and set to “confidential”. Swiss Post will incorporate the reported vulnerabilities into the development of the system.

2. INTRODUCTION

This Electronic Voting (EV) Solution Source Code Access Agreement (“the Agreement”) governs the access to the EV Solution Source Code (“the EV Solution Source Code” or “the Source Code”), consisting of (a) the source code of the EV Solution cryptographic protocols and/or its security measures and any other components of the EV Solution as well as (b) the documentation on the system and its operation, as made accessible by its Owners in this Source Code Access Program (“the Program”). The Program includes release 2.1 of the Source Code. The documents and software components made public under www.swisspost.ch/evoting are not part of the Program.

Scytl Secure Electronic Voting, S.A. (Scytl) and Post CH Ltd (Swiss Post) are the Owners of the EV Solution and the Source Code.

The Owners own and retain all rights, titles and interests in and to their respective parts of the EV Solution Source Code, including all copyright, patents, trade secret rights, trademarks, and other intellectual property rights therein.

The Owners grant access to the EV Solution Source Code in the Program to the extent required by the (Swiss) Federal Chancellery Ordinance on Electronic Voting (“the Ordinance”) (1). No part of this Agreement shall be construed as to provide surpassing rights or to permit its use for other purposes.

The Program takes place because the system has the property of complete verifiability and the system and its operation have been successfully tested according to the Ordinance. The Program aims to give interested persons sufficient time to analyse the Source Code and submit their results to the authorities and to the system providers prior to the canton’s application for general approval.

The Owners welcome independent security researchers (Researchers) to evaluate and report any vulnerabilities that may be found in the EV Solution Source Code.


3. AGREEMENT TO THE EV SOLUTION SOURCE CODE ACCESS AGREEMENT

By signing up to gain access to the EV Solution Source Code, you agree to be bound by the Agreement for the duration of the access to the EV Solution Source Code and thereafter.

4. ORGANIZATION OF THE PROGRAM

The Program begins on 07.02.2019 and ends at the termination of the productive use of the release 2.1.

Swiss Post provides a repository dedicated to the Program on the GitLab platform (https://www.gitlab.com/swisspost). Researchers
Researchers shall provide sufficient information to reproduce the Vulnerability so that the Owners can act as quickly as possible. Usually, a vulnerability description is sufficient, but for more complex vulnerabilities, more detailed information may be needed.

The Researcher e-mail address must not be managed or accessible by more than one person and the information received in the Researcher e-mail account must not be shared with or forwarded to any other e-mail account.

The Owners will acknowledge reception of the report, and will decide, at their sole discretion, (i) whether the Vulnerability needs correction and (ii) whether to apply any correction reported by the Researcher.

The Researcher accepts to provide support to the Owners to verify the potential Vulnerability, and the Owners will update the researcher on any corrections applied.

9. RESPONSIBLE DISCLOSURE

The Program follows a “responsible disclosure” policy. The following rules apply cumulatively:

a) No Vulnerability shall be published without the Researcher having followed previously the Reporting Procedure set out in Clause 8 above;

b) No Vulnerability shall be published without the Researcher having at least received the acknowledgment from the Owners on the reported Vulnerability.

c) No Vulnerability shall be published within a period of forty five (45) days since the last communication exchanged with the Owners with regards to such potential Vulnerability, unless the Owners have agreed to a shorter period or defined a longer period.
10. CODE OF CONDUCT
The GitLab Community Code of Conduct (https://about.gitlab.com/community/contribute/code-of-conduct/) applies with respect to the Agreement.

11. DISCLAIMER
The EV Solution Source Code is provided “as is”.

The Owners hereby disclaim any support, representation or warranty of any kind whatsoever, including any implied warranty of fitness for a particular purpose (including the compilation or execution of the source code) or non-infringement.

12. LIABILITY DISCLAIMER
In no event will the Owners be liable for any damages whatsoever including – but not restricted to – lost revenue or profits or other direct, indirect, special, incidental, cover, or consequential damages arising out of the access to or inability to access the Electronic Voting Solution Source Code, even if advised of the possibility of such damages, except to the extent provided by law (where applicable).

13. TERMINATION
The Agreement and Source Code Access expires at the termination of the productive use of the release to which the Program is dedicated.

The right to access the EV Solution shall terminate immediately and automatically without notice if the Researcher fails to comply with the terms and conditions under this Agreement. The Researcher shall destroy any copies of the EV Solution Source Code upon termination.

The expiry or termination of the Agreement shall not affect the validity of the obligations of the Researcher entered into under the Agreement (including but not limited to the Fair Use Restrictions, the Reporting Procedure and the Responsible Disclosure).

14. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the Owners and the Researcher enabling access to the EV Solution Source Code.

Researchers will be allowed to access the EV Solution Source Code only if they accept the Agreement by registering for the Program as defined above.

15. APPLICABLE LAW AND JURISDICTION
This Agreement is governed by and construed in accordance with the laws of Switzerland.

Any dispute arising out of or relating to the Agreement shall be submitted and finally resolved by the courts of Berne, Switzerland.