

PEPPOL Validation Service Agreements

PEPPOL Validation Service Provider Agreement

This PEPPOL VS Provider Agreement is provided as a “template document” allowing each pair of contracting parties to adjust the actual text of the agreement according to local terms and conditions, including alignment to local legislation and individual needs.

To ensure interoperability and consistency across domains, the “template document” identifies provisions that must be present in any PEPPOL VS Provider Agreement actually signed. Such provisions are marked as Mandatory. Provisions marked as “template text” implies that the subject covered should be included in the signed agreement, but not necessarily in the wording as provided.

The actual technical aspects related to the services to be provided under the PEPPOL VS Provider Agreement are defined in a several annexes. These annexes are commonly applicable for all agreements within the PEPPOL Validation Infrastructure. Through these annexes a common set of minimum requirements and criteria are established and consistently applied throughout the PEPPOL Validation Infrastructure. These annexes are:

| Annex no | Content |
|----------|----------------------------|
| Annex 1 | Contact points |
| Annex 2 | Definitions |
| Annex 3 | Service and Service Levels |
| Annex 4 | Technical Standards |

With the exception of annex 1 the text of these annexes should not be changed in any way. However, this does not prevent their translation into different languages.

The actually signed agreement may be written in a language other than English. To respect the European scope and openness of the PEPPOL Validation Infrastructure it is recommended that an English language version of the text of the signed agreement is available.

Note:

Any organization planning to become a PEPPOL VS Provider should be aware that they are participating in a pilot project where reliability and scalability of solutions is being tested through the exchange of real life transactions.

It should be noted that the current version of the PEPPOL Validation Infrastructure solutions as well as the PEPPOL Validation Infrastructure Agreements are aimed at the on-going pilot period scheduled to end on April 30, 2012. Organizations signing the PEPPOL VS Provider Agreement will be invited to contribute and participate in the establishment of a permanent governance model for PEPPOL.

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For the purpose of providing PEPPOL Validation Services in

[name of domain]

this agreement is entered into

Between

(Hereinafter named PEPPOL Coordinating Authority)

And

(Hereinafter named PEPPOL VS Provider)

Template text.

Importance is on identifying the domain and the parties.

Alternatively, the agreement can be closed between a PEPPOL Regional Authority and the PEPPOL VS Provider. In this case, the PEPPOL Regional Authority has to close a Community Agreement with the PEPPOL Coordinating Authority.

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| <p>The following annexes form an integral part of this agreement:</p> <p>ANNEX 1 – Contact points</p> <p>ANNEX 2 – Definitions</p> <p>ANNEX 3 – Service and Service Levels</p> <p>ANNEX 4 – Technical Standards</p> | Mandatory |
| 1. General | |
| <p>1.1. The <i>PEPPOL Coordinating Authority</i> and the <i>PEPPOL VS Provider</i>, hereinafter individually referred to as “Party” and together referred to as “the Parties”, have entered into this agreement (“the Agreement”) to specify the legal terms and conditions under which the <i>PEPPOL VS Provider</i> shall provide the required PEPPOL Validation Service, which generally shall be provided and maintained in a reliable, professional and state of the art manner, in compliance with all applicable laws and all relevant technical specifications, to ensure consistency across the PEPPOL Validation Infrastructure.</p> | Template text. |
| <p>1.2. All Annexes are to be considered an integral part of the Agreement although they may be maintained and changed separately. In case of conflict the specific provisions of the annex takes precedence over the generic text of the agreement provided that it is clearly and unequivocally specified in the Annex which section or sections of the Agreement that have been changed, replaced or supplemented.</p> | Mandatory |
| <p>1.3. Changes to Annexes 2, 3, and 4 are governed by the <i>PEPPOL Coordinating Authority</i>. The <i>PEPPOL Coordinating Authority</i> will be involved in any process to change the annexes and proposals for revision will</p> | Mandatory |

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| be notified to the <i>PEPPOL VS Provider</i> at least 6 months before they enter into force. | |
| 1.4. Each time a new version of an Annex or any document referenced in an Annex is made available, the <i>PEPPOL Coordinating Authority</i> will notify the <i>PEPPOL VS Provider</i> at the address provided in Annex 1. | Template text. |
| 2. Scope and purpose of the agreement | |
| 2.1. The PEPPOL Validation Infrastructure is a network of federated validation services, with the purpose of digital signature certificate validation in cross border scenarios. The usage of the PEPPOL Validation Infrastructure is by its nature generic, it can be used in procurement business transactions as well as in any other business area, where digital signatures are in use. | Template text. |
| 2.2. The purpose of the Agreement is to define the general principles for the operation of the PEPPOL Validation Infrastructure. The Validation Service provider needs to enter into such agreement, to obtain an entry in the PEPPOL Public Registry Service (PPRS in the following). | Template text. |
| 2.3. The agreement also constitutes the contractual framework for the access and information exchange between the different participants, i.e. the Validation Service providers and their service provisioning, as parts of the PEPPOL Validation Infrastructure. | Mandatory |
| 2.4. The Agreement shall not be interpreted as an exclusive cooperation between the Parties. Each Party is free to conduct identical or similar business on its own and/or in cooperation with other parties. | Template text. |

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| 2.5. Neither Party may conclude agreements on behalf of the other Party or in any other way represent the other Party on the basis of the Agreement. Neither Party acts as the other Party's subcontractor in the operations referred to in the Agreement. | Template text. |
| 3. Definitions | |
| 3.1. For the purpose of the Agreement the terms listed in Annex 2 shall have the meaning as defined in that Annex. | Mandatory |
| 4. Roles and responsibilities of the parties | |
| 4.1. The <i>PEPPOL Coordinating Authority</i> has authority over the implementation of the PEPPOL Validation Infrastructure. <i>PEPPOL Validation Service Providers</i> declare with this agreement, that their validation services comply with the relevant technical standards, as defined in Annex 4 and service specifications, as defined in Annex 3. Through this set of minimum criteria consistency and adequate performance of the infrastructure shall be ensured. | Template text. Importance is on referencing the annexes. |
| 4.2. The establishment of trust within the PEPPOL Validation Infrastructure is provided by the PPRS and realised with digital certificates. The <i>PEPPOL Coordinating Authority</i> has the power over the PPRS and its entries. Only Validation Service providers listed in the PPRS are valid participants of the PEPPOL Validation Infrastructure. | Mandatory |

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| 4.3. The <i>PEPPOL VS Provider</i> is responsible for providing <i>PEPPOL Validation Services</i> in accordance with the minimum requirements prescribed by the relevant technical standards, as defined in annex 4, and service specifications, as defined in annex 3. Furthermore the <i>PEPPOL Validation Service Providers</i> shall comply with any additional requirements, both technical and legal, applying in the Member States the services is offered for. | Mandatory |
| 4.4. The <i>PEPPOL VS Provider</i> is also responsible for submitting correct and updated data regarding its validation service to the <i>PEPPOL Coordinating Authority</i> , as to maintain up to date information in the PPRS. Any changes (entry point, change in national CA coverage) are to be notified at least three months before they apply. | Mandatory |
| 4.5. The <i>PEPPOL Coordinating Authority</i> has the obligation to compile and publish a PPRS with the correct and up to date entries of all validation services the respective agreement has been signed with. The distribution point of the PPRS has to be made publicly available and communicated to all available validation service providers. | |
| 5. General Undertakings | |
| 5.1. In addition to each Party's responsibilities in this Section 5 or otherwise in the Agreement the core responsibilities of the Parties is to provide the services relevant to their role in the PEPPOL Validation Infrastructure as defined in this agreement and through Annex 3 and Annex 4. | Template text. Importance is on referencing the annexes. |

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| 5.2. As far as it is possible without violating confidentiality commitments to third parties or data protection laws or regulations, the Parties shall make available to each other and to other <i>PEPPOL Participants</i> relevant information held by the Party and which is needed by others for maintaining the services. | Template text. |
| 5.3. Each Party shall ensure that its services is provided and maintained in a reliable, professional and state of the art manner. | Template text. |
| 5.4. The <i>PEPPOL VS Provider</i> shall protect its own data systems against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties. The <i>PEPPOL VS Provider</i> agrees to use commercially reasonable efforts to avoid the transmission of any viruses, time bombs, worms or similar items or any computer programming routines that may interfere with other Party's computer systems. | Template text. |
| 5.5. The Parties shall notify each other and implicated <i>PEPPOL Participants</i> without delay if they observe disturbances or errors within their domain of responsibility, which may endanger the fulfilling of agreed tasks. | Template text. |
| 5.6. If any of the Parties regardless of circumstances is unable to fulfil its obligations according to the Agreement, the Party should without delay inform the other Party. | Template text. |
| 5.7. Each Party shall in Annex 1 designate a contact person for the exchange of information and for taking care of other matters related to the Agreement. Any change in contact points must be provided in writing and | Template text. |

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| without delay. | |
| 5.8. The <i>PEPPOL VS Provider</i> shall ensure that it has sufficient resources for the provision of the services and for the maintenance of its own data systems. | Template text. |
| 5.9. The <i>PEPPOL VS Provider</i> shall process validation requests coming from other <i>PEPPOL VS Providers</i> of the PEPPOL validation infrastructure, and ensure that all related tasks are accomplished in accordance with the Agreement, including its Annexes, and the agreements it has made with the <i>PEPPOL Participants</i> that it services. | Template text. |
| 6. Charges | |
| 6.1. The Parties shall bear their own development and operation costs in conjunction to their own data systems and procedures as required to fulfil the obligations according to the Agreement. | Template text. |
| 6.2. All services provided by the <i>PEPPOL PPRS</i> are provided free of charge. | Mandatory |
| 6.3. The validation service provisioning of each member of the PEPPOL Validation Infrastructure is free of charge during the PEPPOL project duration. Possible later charges are not subject to this agreement. | |
| 6.4. The <i>PEPPOL VS Provider</i> shall not charge the <i>PEPPOL Coordinating Authority</i> for any service whatsoever unless specifically agreed upon in a separate agreement. | Template text. |

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| 7. Marketing | Template text. Section may be excluded. |
| 7.1. Each Party has the sole right to promote and market its own service. Each Party may use the other Party as reference in their external communications only after the service has been tested and the Parties have jointly established that the service functions properly. | Template text. |
| 7.2. The Parties shall agree separately on possible joint marketing concerning the service. | Template text. |
| 7.3. The Parties shall agree on layout and content of all potential press releases and other messages concerning the Agreement, regardless the geographical location or the media in which it will be published. | Template text. |
| 7.4. Neither Party has the right to use the other Party's trademarks nor trade names in any way other than expressly stated in this Agreement or otherwise agreed with the other Party in writing. | Template text. |
| 8. Subcontracting | Template text. Section may be excluded. |
| 8.1. The Parties may subcontract any of the services for which they are responsible under this Agreement. | Template text. |
| 8.2. Such subcontracting does not relieve the Party from the responsibility pursuant to this Agreement including the responsibilities deriving from the annexes. | Template text. |
| 8.3. The Party subcontracting its responsibilities shall ensure that the subcontractors enter into subcontractor agreements corresponding to this Agreement, save for any provisions that are not relevant with regard to | Template text. |

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| the individual subcontractor due to the kind of services being subcontracted. | |
| 8.4. Should the <i>PEPPOL VS Provider</i> subcontract any part of the services for which it is responsible under the Agreement, the <i>PEPPOL VS Provider</i> shall notify the <i>PEPPOL Coordinating Authority</i> of such arrangements in written form. | Template text. |
| 9. Confidentiality | |
| 9.1. The parties undertake to preserve confidentiality of any data, documents or other material that they have received from the other Party or otherwise in relation to the execution of their responsibilities and services under this Agreement and which are identified as confidential in relation to the execution of their responsibilities and Services. The signature data is always considered as confidential. | Template text. Important to ensure that PEPPOL Business Documents are treated as confidential. |
| 9.2. The Parties may, however, disclose information related to the existence of service contracts within their domain of responsibility. | Template text. |
| 9.3. If it is necessary for a Party to give its employees or advisors information that is subject to confidentiality, the information may not be disclosed to other persons than those for whom it is necessary to receive such information and who are bound by a confidentiality undertaking either by agreement or by law. | Template text. |
| 9.4. Should a Party, or anyone for whom a Party is responsible, such as employees, consultants and subcontractors, be in breach of any of the clauses above regarding confidentiality, the other Party is entitled to damages covering its loss due to the other Party's breach of confidentiality. | Template text. |

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| 9.5. The obligation of confidentiality does not, however, apply to material and information (a) which is generally available or otherwise public, or (b) which the Party has received from a third party without an obligation of confidentiality, or (c) which was in the possession of the recipient Party without an obligation of confidentiality applying to it before receiving it from the other Party, or (d) which a Party has independently developed without using material or information received by him from the other Party or (e) to the extent the release of such material or information is required under a governmental subpoena or similar governmental demand. | Template text. |
| 9.6. The Parties shall protect the personal data they receive, collect and process according to the provisions set in the Directive 95/46, Directive 2002/58 and their revised forms. | Template text. |
| 9.7. The obligation of confidentiality shall survive termination of the Agreement. | Template text. |
| 10. Retention of Data | |
| 10.1. Data stored by the <i>PEPPOL VS Provider</i> shall be retained for as long as the data is necessary in order to carry out the performance of its obligations in accordance with this Agreement or is needed for the offering of or follow-up on services by the implicated users. After that the data shall be deleted unless renewed or confirmed by the data subject. | Mandatory |
| 10.2. The <i>PEPPOL VS Provider</i> shall not collect or save any of its customer's data, information, business documents or its content for any other purpose than what is necessary in order to carry out the performance | Mandatory |

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| of its obligations in accordance with this Agreement. If the use of any of such information is needed to provide further services to the customer (e.g. transformation, archiving), the <i>PEPPOL VS Provider</i> shall specifically inform about this in the agreement between itself and the <i>PEPPOL Participants</i> that it services. | |
| 11. Logging | |
| 11.1. The <i>PEPPOL VS Provider</i> shall log all validation requests handled by the validation service. Such log shall be kept for at least 3 months or for the period prescribed by applying national law. | Mandatory |
| 11.2. The <i>PEPPOL VS Provider</i> shall on request from the implicated users or from the <i>PEPPOL Coordinating Authority</i> reveal or give access to relevant data from the logs provided that the data is not subject to a duty of confidentiality in which case the prior written consent of the data subject should be retrieved. | Mandatory |
| 12. Penalties, Suspension and Revocation of Services | |
| 12.1. The <i>PEPPOL Coordinating Authority</i> may impose a penalty upon the <i>PEPPOL VS Provider</i> if the <i>PEPPOL VS Provider</i> does not fulfil its responsibilities and obligations as defined in this Agreement or in any of its Annexes – or if indications of fraud, spam or other misconduct are observed from the <i>PEPPOL VS Provider</i> . | Template text. |

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| 12.2. If the misconduct defined in 12.1 continues over time, the <i>PEPPOL Coordinating Authority</i> may suspend the <i>PEPPOL VS Provider</i> for up to 30 days. In this case the <i>PEPPOL Coordinating Authority</i> shall: <ul style="list-style-type: none">- inform the <i>PEPPOL VS Provider</i> that he may be suspended by sending a warning note,- give the <i>PEPPOL VS Provider</i> a possibility to bring its conduct in accordance with the conditions specified in the warning note received and to all responsibilities and obligations as defined in this Agreement or in any of its Annexes,- specify, in the warning note, the amount of time given to the <i>PEPPOL VS Provider</i> to comply with the requirements of the notice and the Agreement. | Template text. |
| 12.3. The <i>PEPPOL Coordinating Authority</i> may extend the suspension, depending on conditions set up by the <i>PEPPOL Coordinating Authority</i> or ultimately exclude the <i>PEPPOL VS Provider</i> from the PEPPOL Validation Infrastructure by removing the respective entry in the PPRS. | Template text. |
| 12.4. The <i>PEPPOL Coordinating Authority</i> shall notify other relevant parties immediately and/or publish the information. | Template text. |
| 13. Termination of Services | |
| 13.1. Should the <i>PEPPOL VS Provider</i> wish to terminate its service, it must notify the <i>PEPPOL Coordinating Authority</i> at least six months before services are terminated. | Mandatory |
| 14. Liability | |

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| 14.1. Each Party is liable for the acts, failures or omissions of its employees, consultants and subcontractors, including any violation of the terms of this Agreement by such employees, consultants or subcontractors to the same extent as if said acts, failures or omissions was undertaken by the Party itself. | Template text. |
| 14.2. If a Party requires another Party to use the services of a particular intermediary to perform a service, the Party who required such use shall indemnify the other Party with regard to the costs of such intermediary and for any damage arising directly from that intermediary's acts, failures or omissions in the provision of said services. | Template text. |
| 14.3. A Party shall not be liable for any indirect or consequential damage, such as loss of income or unobtained profit, caused to the other Party. Damages that a Party is liable to pay paid to third parties due to breach of confidentiality under this Agreement by the other Party shall not be considered indirect damages. | Template text. |
| 14.4. Save for section 14.5 below, the liability of the Parties for damages arising from or in relation to this Agreement is limited to € 10.000,00 per each damaging event. | Template text. |
| 14.5. The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence. | Template text. |
| 15. Force Majeure | |
| 15.1. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, | Template text. |

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| any of its obligations under this Agreement if such delay or failure results from unforeseen circumstances or events or causes beyond that Party's control, including but not limited to, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of energy, labour or materials, and in the event of any such circumstances, the defaulting Party shall forthwith notify the other in writing and the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for three (3) months, the party not affected may terminate this agreement by giving 14 days written notice to the other party. | |
| 16. Assignments and Amendments | |
| 16.1. Any amendments to this Agreement shall be in writing and shall have no effect unless signed by the duly authorised representatives of the Parties. | Template text. |
| 16.2. Unless expressly stated elsewhere in the Agreement the PEPPOL VS Provider is not entitled to transfer the Agreement or the rights, liabilities or obligations under the Agreement without a prior, written consent from the <i>PEPPOL Coordinating Authority</i> or its representative. | Template text. |
| 17. Terms and Termination of the Agreement | |
| 17.1. The Agreement shall enter into force on the Effective Date as set out in Section 20 provided that it has been signed by duly authorised representative of both parties. | Template text. |

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| 17.2. The Agreement is valid until terminated by one of the Parties giving the other Party six months written notice. | Template text. |
| 17.3. Either party may terminate the Agreement in whole or in part immediately by written notice in case the other party: (a) commits a material breach to the provisions of the Agreement, which is not remedied within sixty (60) days from written notice thereof; (b) is declared bankrupt, seeks a composition of creditors, suspends payments or in any other way is deemed to be insolvent; (c) materially fails to comply with the confidentiality or security requirements of the Agreement, or if a Party, or any member of it or its sub-contractors' personnel, conducts business or otherwise by act or omission in the reasonable opinion of the other Party acts in wilful or criminal misconduct, which may reflect negatively on the latter Party. | Template text. |
| 17.4. The Parties are obliged to inform third parties that are affected by the termination of the Agreement of the giving of notice. If notice is given on the Agreement, the Parties undertake to negotiate on the procedures that pertain to the ending of the cooperation according to the Agreement in order to avoid any unnecessary disturbances in the customer relationships of the Parties. | Template text. |
| 18. Governing Law | |
| 18.1. Without prejudice to any mandatory national law which may apply to the Parties, the Agreement is governed by the law of the country in which the <i>PEPPOL Coordinating Authority</i> has its head office. | Template text. |
| 18.2. Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the | Template text. |

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| <p>validity of the remaining provisions of this agreement. In such case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.</p> | | | |
| <h3>19. Dispute Resolution</h3> | | | |
| <p>19.1. Any dispute arising out of or in connection with the Agreement shall be:</p> <p>(1) resolved amicably by negotiations between the Parties, or if the Parties has not reached agreement within 45 days following notice from one Party to the other regarding the dispute, or</p> <p>(2) when the other option doesn't provide a satisfactory solution within 90 days following notice from one Party to the other regarding the dispute, the dispute may be referred to the courts of the country in which the <i>PEPPOL Coordinating Authority</i> has its head office. Said court shall then have sole jurisdiction.</p> | | | <p>Template text.</p> |
| <h3>20. Signature</h3> | | | |
| <p>20.1. The Agreement has been made in two identical copies, one for each Party. The Effective Date of the Agreement is _____.</p> <p>_____</p> <p>Place and date</p> | | | <p>Template text.</p> |
| | For the <i>PEPPOL Coordinating Authority</i> | For the <i>PEPPOL VS Provider</i> | <p>Template text.</p> |
| Name | | | |

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| | | | | |
| Position | | | | |
| Signature | | | | |