



# Peppol

The future is open

## Peppol Authority Agreement

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Last updated: 2 May 2021

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## Peppol Authority Agreement

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### 1. The Parties

1.1. This agreement is entered by and between:

1.1.1. **OpenPeppol AISBL**

*Legal identifier: 0848 934 496 (register of Legal Entities Brussels)*

acting in the role as **Peppol Coordinating Authority** (and hereafter referred to by that name), and

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1.1.2. **<Name of organisation>**

*Legal identifier (if applicable): <> (<registry>)*

acting in the role as **Peppol Authority** (and hereafter referred to by that name) within the Jurisdiction referenced in clause 2.1.

### 2. Peppol Authority Jurisdiction

2.1. The Peppol Authority has been delegated the authority to promote, facilitate and govern the adoption and use of the Peppol Interoperability Framework within the Jurisdiction described in Annex 2.

### 3. Structure of the Agreement

3.1. Any annexes attached to this Agreement form an integral part of the Agreement and are subject to the terms set out herein.

3.2. Any such annexes attached to this Agreement shall be explicitly enumerated on a separate annex overview document (Annex 1) which is signed by both Parties.

slettet: Furthermore, prior to being attached to this Agreement, any annex must obtain the written approval of the Peppol Coordinating Authority.

### 4. Signature

4.1. The Effective Date of the Agreement is <date>.

4.2. The Agreement has been signed in duplicate, with one copy for each Party.

	For the Peppol Coordinating Authority	For the Peppol Authority
Name	André Hoddevik	
Position	<u>OpenPeppol AISBL</u> Secretary General	
Signature		

## 5. Peppol Authority Agreement Terms and Conditions

- 5.1. The terms and conditions outlined below will be applied equally by the Peppol Coordinating Authority towards all Peppol Authorities and are subject to the Change Management principles set out in clause 13.

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## 6. Definitions

- 6.1. For the purpose of the Agreement, the following definitions apply:

- 6.1.1. **Peppol Network:** A logical network enabling secure and reliable exchange of Peppol Dataset Types between End Users via Peppol Service Providers. It is a component in the Peppol Architectural Framework and is based on a set of Peppol specifications which are governed according to the Peppol Governance Framework.

- 6.1.2. **End User:** An identified or identifiable entity exchanging information with another such entity using Peppol Services over the Peppol Network. End Users can be legal or natural persons or devices acting on behalf of such persons.

- 6.1.3. **Peppol Coordinating Authority:** The organisation acting as central authoritative point of reference having the overall responsibility for governing the Peppol Interoperability Framework.

- 6.1.4. **Peppol Authority (PA):** An organisation responsible for promoting, facilitating and governing the adoption and use of the Peppol Interoperability Framework within its Jurisdiction.

slettet: as described in Annex 2

- 6.1.5. **Jurisdiction:** The territory and Peppol Service Domain(s), within which the role, responsibilities and specific requirements of the Peppol Authority apply.

- 6.1.6. **Peppol Service Provider (SP):** An organisation authorised to provide Peppol Services within one or more Peppol Service Domains.

- 6.1.7. **Peppol Interoperability Framework:** The set of agreements, policies and procedures, and technical specifications which, taken together, are needed to ensure interoperability. It consists of the Peppol Architectural Framework and the Peppol Governance Framework and is governed by the Peppol Coordinating Authority.

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- 6.1.8. **Peppol Governance Framework:** The set of agreements, Internal Regulations (policies) and Operational Procedures governing and operationalising the Peppol Interoperability Framework. The Peppol Governance Framework is rooted on and must be compliant with the OpenPeppol AISBL Statutes.

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- 6.1.9. **Peppol Architectural Framework:** The set of specifications, which enable business process interoperability and are needed to implement the Peppol Network, providing End Users with the desired interoperability.

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- 6.1.10. **Peppol Services:** Services provided by a Peppol Service Provider in compliance to the

Peppol Service Provider Agreement and the Peppol Interoperability Framework.

- 6.1.11. **Peppol Service Domain:** An application domain for which relevant Peppol Services are defined in the Peppol Interoperability Framework and can be offered by Service Providers. If a Peppol Service Domain is defined as specific to the Jurisdiction of one or more Peppol Authorities, the specific terms and conditions applicable to that Peppol Service Domain will be defined in Annex 2.
- 6.1.12. **Peppol Dataset Type:** A type of data structure which has been approved by the Peppol Coordinating Authority for use in the Peppol Network.
- 6.1.13. **Peppol Business Interoperability Specifications (Peppol BIS):** A Peppol Dataset Type defined and maintained by the Peppol Coordinating Authority as a building block that is part of the Peppol Architectural Framework and enables interoperability in the exchange of business documents between End Users of the Peppol Network.

## **7. Scope and Purpose of the Agreement**

- 7.1. The Peppol Coordinating Authority and the Peppol Authority, hereinafter individually referred to as “Party” and together referred to as “the Parties”, have entered into this agreement (hereinafter referred to as “the Agreement”) in order to specify the legal terms and conditions under which the Parties shall contribute to ensure adequate governance over the evolution and use of the Peppol Interoperability Framework.
- 7.2. The Agreement is not an exclusive agreement for cooperation between the Parties. Each Party is free to conduct identical or similar business on its own and/or in cooperation with other parties.
- 7.3. 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.
- 7.4. For the purposes of this Agreement, the words ‘shall’ and ‘must’ are considered to be legally equivalent and are used interchangeably to express a mandatory obligation or requirement incumbent on the identified Party or Parties.

## **8. Roles and Responsibilities of the Peppol Coordinating Authority**

- 8.1. The role and responsibility of the Peppol Coordinating Authority shall include:
  - 8.1.1. Recruitment and onboarding of Peppol Authorities, as well as overseeing and supporting their compliance to the Peppol Interoperability Framework. During this process, the Peppol Coordinating Authority shall ensure that it treats all Peppol Authorities with which it concludes an agreement equally and fairly, both with respect to the terms of such agreements, and with respect to the execution and interpretation of such agreements.
  - 8.1.2. Ensuring that sufficient resources are available to provide secretarial support for the efficient operation of the Peppol Network.

- 8.1.3. Ensuring that sufficient resources are available to provide support to Peppol Authorities related to the governance and operation of the Peppol Network. This will include 2<sup>nd</sup> level support on issues raised by Service Providers to Peppol Authorities and then escalated by Peppol Authorities to the Coordinating Authority.
- 8.1.4. Managing the update and release of new versions of components of the Peppol Interoperability Framework according to the Change Management principles set out in clause 13.
- 8.1.5. Providing governance of a mechanism for granting and revoking the ability of Peppol Service Providers to provide Peppol Services over the Peppol Network.
- 8.1.6. Ensuring, within the limitations of the Peppol Coordinating Authority's legal remit and its practical possibilities of exercising control, that any central, or otherwise critical components and services, are readily and commonly available throughout the Peppol Network.
- 8.1.7. Assuming the role as Peppol Authority, with the tasks as set out in clause 9 below, in Jurisdictions where no specific delegation to another Peppol Authority has been granted.
- 8.1.8. Collecting data necessary to ensure compliance with the Peppol Interoperability Framework, as well as to create and publish aggregated, anonymous statistics (i.e., statistics which cannot be linked to any single, identified or identifiable, natural person) on the use of the Peppol Network. The type of data to be collected as well as the purpose and the mechanism for collecting it are described in the Data and Reporting provisions stipulated by the Internal Regulations and/or the Operational Procedures.
- 8.1.9. Providing a website with information for which the Peppol Coordinating Authority shall take reasonable measures to ensure that it remains up to date and in accordance with the information provided by third parties. The website shall include:
- a) A listing of all Peppol Authorities with relevant contact information as provided by the Peppol Authorities,
  - b) A listing of all Peppol Service Providers with relevant contact information as provided by the Peppol Service Providers, and
  - c) A listing of all components of the Peppol Interoperability Framework to which compliance will be measured.
- 8.1.10. Actively and proactively informing Peppol Authorities in good faith of any event or evolution in the Peppol Interoperability Framework, which is likely to substantially affect the functioning or take-up of the Peppol Network within their Jurisdiction, and proactively contribute to the resolution of any potential impediments.
- 8.2. For the avoidance of doubt, the Parties affirm that the Peppol Coordinating Authority shall not have any obligation to take on any operational role in the management and use of the Peppol Network except as set out in this Agreement.

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## 9. Roles and Responsibilities of the Peppol Authority

- 9.1. The Peppol Authority shall always have and maintain for the duration of the Agreement a valid membership in the OpenPeppol AISBL as described in the OpenPeppol AISBL Statutes and shall participate in relevant activities, such as the Peppol Authority Community.
- 9.2. The Peppol Coordinating Authority delegates to the Peppol Authority the responsibility to promote, facilitate and govern the adoption and use of the Peppol Interoperability Framework within its Jurisdiction. This responsibility shall include:
- 9.2.1. Actively working to promote the use of the Peppol Interoperability Framework by End Users and Service Providers within its Jurisdiction.
- 9.2.2. Actively working to recruit Peppol Service Providers and contribute to the onboarding of Peppol Service Providers within its Jurisdiction. As a part of this responsibility, the Peppol Authority shall ensure that it applies the most current version of the Peppol Service Provider Agreement, ~~in its contracts with Peppol Service Providers.~~
- 9.2.3. Actively and proactively informing the Peppol Coordinating Authority in good faith of any developments in the Jurisdiction, including legal or operational developments, which is likely to substantially affect the use or adoption of the Peppol Interoperability Framework in the Jurisdiction. Proactively contribute to the resolution of any conflict identified between national legislation and the content of any component of the Peppol Interoperability Framework.
- 9.2.4. Signing agreements with Peppol Service Providers and reporting of agreements signed, including contact information, to the Peppol Coordinating Authority. As part of this process the Peppol Authority shall verify the legal identity of the Peppol Service Provider in accordance with the Entity Identification provisions, stipulated by the Internal Regulations, and applicable PA Specific Requirements and conduct a good faith prima facie assessment of their ability to bear the legal responsibilities which are inherent to any Peppol Service Provider. Furthermore, during this process, the Peppol Authority shall ensure that it treats all Peppol Service Providers with which it concludes an agreement equally and fairly, both with respect to the terms of such agreements, and with respect to the execution and interpretation of such agreements.
- 9.2.5. When signing agreements with Peppol Service Providers as described under clause 9.2.4 above, the Peppol Authority may choose at its sole discretion to conclude also agreements which are translated by the Peppol Authority from the English version made available by the Peppol Coordinating Authority. If it chooses to do so, the Peppol Authority is required to also communicate the English version to the Peppol Service Provider. Furthermore, the Peppol Authority shall bear sole legal responsibility for the accuracy of the translation and will be required to defend and hold harmless the Peppol Coordinating Authority against any damages resulting from inconsistent or inaccurate translation.
- 9.2.6. Participating, within its Jurisdiction, to the operations of a mechanism for granting and

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~~stetter:~~ Peppol Know Your Customer (KYC) Policy<sup>8</sup>

revoking the ability of Peppol Service Providers to provide Peppol Services over the Peppol Network, as provided for by the Peppol Coordinating Authority pursuant to clause 8.1.5.

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- 9.2.7. Providing 1<sup>st</sup> level support to Peppol Service Providers contracting with the Peppol Authority on issues related to the governance and use of the Peppol Interoperability Framework, including registration of support incidents and responding to/resolving incidents as well as escalating to the Peppol Coordinating Authority support issues that the Peppol Authority cannot resolve.
- 9.2.8. Providing, insofar as possible under applicable law, a forum for communication, coordination and collaboration amongst Peppol Service Providers with whom they have a signed agreement. This aims to ensure that Peppol Service Providers are informed of activities and developments related to the Peppol Interoperability Framework relevant for their service offerings, including any upcoming changes to the Peppol Interoperability Framework. It also aims to ensure that the Peppol Service Provider has the opportunity to contribute to any relevant review processes.
- 9.2.9. Ensuring that building blocks of the Peppol Architectural Framework are implemented in compliance with any legal requirements applicable within their Jurisdiction.
- 9.3. In the performance of its responsibilities as set out herein, the Peppol Authority shall ensure that its actions are undertaken in full compliance with any further guidance provided in the Peppol Interoperability Framework.

## 10. General Undertakings

- 10.1. As far as it is possible, without violating confidentiality commitments to third parties or applicable data protection laws or other regulations, the Parties shall proactively make available to each other, and to other relevant actors involved in the Peppol Network, relevant information held by the Party which is needed by others for operating and maintaining their respective components of the Peppol Network.
- 10.2. Each Party shall ensure that its responsibilities and Peppol Services are provided and maintained in a reliable and professional manner, in accordance with accepted best industry practices, and shall ensure that it has sufficient resources for the necessary development of the Peppol Services they provide and for the maintenance of its own data systems.
- 10.3. The Parties shall use measures and procedures in accordance with accepted best industry practices to protect their own data systems used to perform this Agreement against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties. The Parties agree to use accepted best industry practices and efforts to avoid the transmission of any viruses, time bombs, worms or similar items or any computer programming routines that may interfere with other Parties computer systems.
- 10.4. The Parties shall notify each other and other implicated actors in the Peppol Network,



at the contact point designated in the website maintained by the Peppol Coordinating Authority subject to clause 8.1.9, without delay if they observe or become aware of data breaches, disturbances or errors within their area of responsibility, which may endanger the fulfilling of agreed tasks or the correct functioning of the Peppol Network.

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10.5. If any of the Parties, regardless of circumstances, is unable to fulfil its obligations according to the Agreement, the Party shall without delay inform the other Party.

10.6. Each Party shall designate contact persons, contained in Annex 3, for the exchange of information and for taking care of matters related to the Agreement.

## 11. Specific Requirements Established by the Peppol Authority

11.1. The Peppol Authority is authorised under this Agreement to define specific requirements, beyond those universally enforced through the Peppol Interoperability Framework. Such requirements, specific to the Peppol Authority, shall be applicable within its Jurisdiction and shall be documented in a dedicated part of the Peppol Interoperability Framework after written approval by the Peppol Coordinating Authority.

11.2. The special requirements shall not hamper cross-border interoperability among Service Providers and End Users throughout the Peppol Network and across different Jurisdictions. The Peppol Authority shall take all commercially reasonable measures to ensure that its special requirements do not hamper interoperability or otherwise harm the correct functioning of the Peppol Network before communicating them to the Peppol Coordinating Authority. The written approval of the Peppol Coordinating Authority as set out above does not absolve the Peppol Authority of this duty or of its responsibilities under this clause.

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11.3. The Peppol Authority may develop and administer its own accreditation schemes to ensure compliance of Peppol Service Providers with its specific requirements, after explicit approval of the Coordinating Authority.

11.4. The Peppol Authority may, under this Agreement, propose new Peppol Service Domains specific to, and applicable within, its Jurisdiction subject to the Extended Use provisions set forth in the Internal Regulations and the operational Procedures. Specifications relevant for such Peppol Service Domains shall be governed according to procedures described by the Peppol Authority and shall be made available as part of the Peppol Interoperability Framework upon approval of the Peppol Coordinating Authority respecting the guiding principles of compliance to the Peppol Interoperability Framework. Furthermore, any Peppol Dataset Type defined as part of such Peppol Service Domain shall be subject to the conditions outlined in clause 12.4.

## 12. Use of Peppol Business Interoperability Specifications

12.1. The Peppol Coordinating Authority will make Peppol Business Interoperability Specifications (Peppol BIS) available for use in the Peppol Network. The Peppol Coordinating Authority may also approve other interoperability specifications as Peppol

Dataset Types and make them available for use in the Peppol Network subject to the conditions outlined in clause 12.4.

- 12.2. The Parties shall cooperate to ensure that End Users of the Peppol Network within the Jurisdiction of the Peppol Authority are fully enabled to support the relevant Peppol BIS and Peppol Dataset Types applicable to the Jurisdiction.

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- 12.3. The Peppol Coordinating Authority may grant an exception from clause 12.2 for communities of End Users of the Peppol Network active within specific Peppol Service Domains and/or Jurisdictions (i.e., business communities or industry sectors) subject to the following conditions:

- a) The Peppol Dataset Type to be used shall comply with the requirements set forth in clause 12.4,
- b) An analysis of why a Peppol Dataset Type cannot be used shall be available,
- c) A timeline is defined for compliance with clause 12.2, and
- d) The exception, including the timeline and analysis as well as the Peppol Dataset Type to be used, is included as part of the Peppol Interoperability Framework.

- 12.4. A Peppol Authority may request that a Peppol Dataset Type is made available for use in the Peppol Network subject to the following conditions:

- a) it shall be identified and referenced in the Peppol Interoperability Framework,
- b) it shall be free to use for all End Users of the Peppol Network,
- c) it shall be supported by openly and freely available specifications and, if relevant, validation artefacts, and
- d) the Peppol Authority has formally assessed and verified that it will not impair existing services on the Peppol Network.

### 13. Change Management

- 13.1. This Agreement, as well as all other components of the Peppol Interoperability Framework, is subject to the Change Management provisions set forth in the Internal Regulations and the Operational Procedures and the principles set out in this clause 13. The Parties affirm that they are fully aware of the terms of this process, and that they accept the applicability of this process to this Agreement without reservation provided, however, that the Internal Regulations and Operational Procedures at all times provide for a fair and open change process, and that no changes to this Agreement shall be determined with less than 75 % of the votes casted of the Peppol Authorities.

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- 13.2. The availability of any new versions of the Agreement, as well as all other components of the Peppol Interoperability Framework, shall be announced in advance to each actor involved in the governance and operation of the Peppol Network, including both Parties

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to the Agreement.

- 13.3. The Parties shall implement approved new versions according to the migration plan, defined for each version, including any timelines set out therein. Both Parties accept that this shall also apply to the terms and conditions of the Agreement, and that new versions of the terms and conditions for the Agreement shall automatically replace the superseded version of the Agreement within the timelines set out in the defined migration plan. Notwithstanding the migration plan determined for a specific revision of this Agreement, the Parties shall be granted a period of minimum 6 months to implement the revised agreement unless it is clear that the revision will not hamper or interfere with the running operation or the compliance with legal obligations of the Parties in which case the Parties shall be granted a period of minimum 20 business days to implement the revised agreement. If either Party considers this replacement unacceptable for whatever reason, its sole remedy shall be to terminate the Agreement in accordance with the provisions of clause 20.

**slettet:** Notwithstanding the migration plan determined for a specific revision of [this Agreement] [the PEPPOL Interoperability Framework], the Parties shall be granted a period of minimum [X] business days to implement the revised [agreement] documents unless it is clear that the revision will not hamper or interfere with the running operation or the compliance with legal obligations of the Parties in which case the Parties shall be granted a period of minimum [Y] business days to implement the revised [agreement] documents. ...

- 13.4. Both Parties recognize that the Change Management provisions are reasonable and necessary to ensure the coherence of the Peppol Interoperability Framework as well as the security and proper functioning of the Peppol Network, and that this Change Management provisions are in their mutual interest in equal measure.

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## 14. Charges

- 14.1. The Parties shall bear their own costs in relation to the performance of this Agreement, including but not limited to any costs linked to their own data system and procedures, or any development to be undertaken by either Party to satisfy that Party's own operational needs, as required to fulfil its obligations according to the Agreement.

- 14.2. Beyond the OpenPeppol membership fee, the Parties shall not charge each other for any services provided or actions undertaken as a consequence of fulfilling their responsibilities according to the Agreement. For the avoidance of doubt, both Parties agree and affirm that they shall not apply any licensing fees under this Agreement in relation to any software components of the Peppol Architectural Framework which are subject to an open-source license (i.e., terms under which lawful licensees of the software are entitled to receive a copy of the source code of the software).

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- 14.3. The Peppol Authority shall not charge the Peppol Service Providers or End Users under this Agreement for connecting to the Peppol Network or for using the Peppol Interoperability Framework.

## 15. Subcontracting

- 15.1. The Parties may subcontract any of the duties for which they are responsible under this Agreement. However, the Peppol Authority shall not subcontract its supervisory duties (including communication to the Peppol Coordinating Authority) to a Peppol Service Provider.

- 15.2. Such subcontracting does not relieve the Party from the responsibility pursuant to this Agreement, including the responsibility for any agreed service level.
- 15.3. The Party subcontracting its duties shall ensure that subcontractor agreements containing obligations that correspond to this Agreement are in place, with the exception of any provisions that are not relevant with regard to the individual subcontractor, due to the type of duties being subcontracted.
- 15.4. The Party that subcontracts any part of the duties for which it is responsible under the Agreement, shall on request notify the other Party of such arrangements.

## 16. Confidentiality and Data Protection

16.1. The Parties shall implement appropriate technical and organizational measures to protect the integrity and continuous operation of the PEPPOL Interoperability Framework and all data exchanged across the Peppol Network against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other forms of processing contrary to this Agreement and applicable law. Taking into account the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the data exchange and the nature of the data to be protected respecting the minimum requirements set out in the Security provisions in the Internal Regulations and/or Operational Procedures. Either Party shall take steps to ensure that any natural person acting under the authority of the respective Party in relation to this Agreement complies with the applicable information security requirements.

16.2. The Parties understand and respect that each Party may be subject to varying obligations under applicable legislation and/or internal rules and procedures concerning confidentiality.

16.3. Without prejudice to what is stipulated in clause 16.2, above, 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, insofar as possible in accordance with their respective national legislation and/or internal rules and procedures.

16.4. Information, which is subject to confidentiality under clause 16.3, shall not be disclosed to other persons (employees or others) than those to whom it is necessary to share such information and who are bound by confidentiality either by national legislation or by agreement.

16.5. The Parties may, however, disclose information related to the existence of service contracts within their domain of responsibility, including contracts with Peppol Service Providers.

16.6. 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

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Party's breach of confidentiality, subject to the limitations set out in clause 17.

- 16.7. The obligation of confidentiality does not, however, apply to material and information
- a) which is generally available or otherwise public,
  - b) which the Party has received from a third party without an obligation of confidentiality,
  - 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,
  - d) which a Party has independently developed without using material or information received by them from the other Party, or
  - e) to the extent the release of such material or information is required under a judicial or governmental subpoena or similar governmental demand.
- 16.8. The Parties shall protect any personal data they receive, collect or otherwise process in relation to this Agreement according to the provisions set in relevant legislation.
- 16.9. The Parties agree and affirm that the performance of this Agreement as such does not create any joint controllership between them, nor any controller/processor relationship, and that both Parties shall act as independent data controllers as defined under applicable law, each bearing its respective responsibilities and liabilities independently.
- 16.10. This obligation of confidentiality and data protection shall survive termination of the Agreement.

## **17. Liability**

- 17.1. 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 act, failures or omissions were undertaken by the Party itself. However, neither Party shall be liable towards the other for any damage suffered in relation to this Agreement or the Peppol Network in so far as its acts, failures or omissions are in accordance with the provisions of the Peppol Governance Framework, nor for any damage suffered due to the content of standards, specifications or other documents appointed by the Peppol Coordinating Authority in relation to this Agreement or in relation to the Peppol Interoperability Framework.
- 17.2. A Party shall not be liable for any indirect or consequential damage, such as loss of income or unattained profit, loss or corruption of data, loss of business opportunity, interruption of business and reputational harms, caused to the other Party. Damages that a Party is liable to pay due to breach of confidentiality under this Agreement by the other Party shall not be considered indirect damages.

- 17.3. The sum and total liability for either Party towards the other for any claims based on this Agreement, irrespective of the nature of the claims and damages, the legal qualification of the claims and damages or the legal theory on which they are based, is limited to € 1.000.000,00 per event giving rise to liability (irrespective of the number of Peppol Service Providers, End Users or the number of business documents or datasets impacted by a single event), except when binding law requires otherwise. The limitations of liability stated in this clause shall not apply in the case of damage caused by a wilful act or gross negligence from a Party.
- 17.4. If a Party requires another Party to use the services of a particular subcontractor or intermediary, the Party who required such use shall indemnify the other Party with regard to the costs of such subcontractor or intermediary and for any damage arising directly from that subcontractor or intermediary's acts, failures or omissions in the provision of said services, except where binding national law contains limitations on the permissibility of such indemnifications for a specific Party. In such cases where the permissibility of indemnification is limited for a specific Party, that Party shall only be permitted to require the use of the services of an intermediary where it has agreed to indemnify the other party.

## 18. Force Majeure

- 18.1. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, 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, pandemics, general strikes (thus excluding strikes which are specific or limited to the Party invoking force majeure), or shortages of energy, labour or materials, and in the event of any such circumstances, the defaulting Party shall forthwith notify the other Party 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 fourteen (14) days written notice to the other Party.

## 19. Assignments and Amendments to the Agreement

- 19.1. The Parties agree that the Agreement cannot be varied through an amendment concluded between the Parties, except through the addition of annexes to the Agreement under the conditions set out in clause 3, or through the modification of existing annexes, which may not impair the legal effectiveness of the existing terms of the Agreement. If any amendment contains terms that would alter the Agreement, those terms are automatically **null and void**. Changes to the Agreement, other than termination of the Agreement as described below and other than additions or modifications of annexes, shall always be subject to the **Change Management principles set out in clause 13**.

- 19.2. Unless expressly stated elsewhere in the Agreement, and with the exception of

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subcontracting as described in clause 15, neither Party is entitled to transfer the Agreement or the rights, liabilities or obligations under the Agreement without a prior, written consent from the other Party, which may not be unreasonably withheld.

## 20. Terms and Termination of the Agreement

- 20.1. The Agreement shall enter into force on the Effective Date as set out in clause 4.1, upon signature by duly authorised representatives of both parties.
- 20.2. The Agreement is valid until terminated by one of the Parties giving the other Party six (6) months written notice.
- 20.3. Either Party may terminate the Agreement in whole or in part immediately by written notice in case the other Party:
- a) commits a breach to the provisions of the Agreement, which is not remedied within sixty (60) days from written notice thereof,
  - b) is declared bankrupt, files for bankruptcy, seeks a composition of creditors, suspends payments or in any other way is deemed to be insolvent, or
  - 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 engages in wilful or criminal misconduct, which may reflect negatively on the latter Party.
- 20.4. If termination 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.
- 20.5. The Agreement is terminated automatically and without further notice if either Party ceases its membership of OpenPeppol AISBL.
- 20.6. Either Party may terminate the Agreement if the Peppol Change Management provisions are applied in a way that results in mandatory changes to this Agreement or to any part of the Peppol Interoperability Framework, which the Peppol Authority does not wish to accept.
- 20.7. The Parties are obliged to inform third parties that are affected by the termination of the Agreement through written notice.
- 20.8. Upon termination of the Agreement, for whatever reason or cause, the Peppol Authority is no longer permitted to use, or endorse, enable or support third parties to use, the Peppol Interoperability Framework, and the Peppol Authority shall not claim any affiliation with or use of OpenPeppol or the Peppol Interoperability Framework towards any third party, using whatever medium.

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- 20.9. Upon termination of the Agreement, for whatever reason or cause, the Peppol Coordinating Authority shall be entitled (but not required) to assume all responsibilities of the Peppol Authority under the terminated Agreement towards all Service Providers who have concluded a Peppol Service Provider Agreement with the Peppol Authority that falls within the scope of the terminated Agreement. To that end, the Peppol Authority shall be required to provide the Peppol Coordinating Authority, as soon as reasonably possible, with any relevant contact information for such Service Providers for the explicit purposes of facilitating this transition process.

## 21. Dispute Resolution

- 21.1. Any disagreement arising between the Parties concerning any matter arising out of or in connection with this Agreement shall be settled through negotiations.
- 21.2. If settlement through negotiations as described above does not provide a satisfactory solution within ninety (90) days following notice from one Party to the other regarding the dispute, the dispute may be referred to the competent courts of Brussels. Said court shall then have sole jurisdiction.
- 21.3. Nothing in the Agreement will prevent any Party from Instituting proceedings in any court of competent jurisdiction to seek interim or other urgent relief of any type.

## 22. Governing Law

- 22.1. Without prejudice to any mandatory national law which may apply to the Parties, the Agreement is governed by the law of Belgium.

## 23. Severability

- 23.1. If any provision of this Agreement becomes invalid, illegal or unenforceable, it will not affect the validity of the remaining provisions of this Agreement. In such situations, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

## 24. Entire Agreement

- 24.1. This Agreement constitutes and contains the entire agreement between the Parties and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral, regarding the subject matter hereof.

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## Annex 1 – List of Annexes

The below listed annexes form an integral part of the Agreement.

Annex #	Topic
Annex 1	List of Annexes
Annex 2	Definition of Peppol Authority Jurisdiction
Annex 3	Contacts

## Signature

The Parties agree that the above list of annexes becomes effective as of <date> and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral, regarding the subject matter hereof.

	For the Peppol Coordinating Authority	For the Peppol Authority
Name	André Hoddevik	
Position	OpenPeppol AISBL Secretary General	
Signature		

**Annex 2 – Definition of Peppol Authority Jurisdiction**

The Peppol Authority has been delegated the authority ~~to promote, facilitate and govern the~~ adoption and use of the Peppol Interoperability Framework within the Jurisdiction as defined below:

<b>Territorial coverage</b>	<Identification of the territory within which the role, responsibilities and specific requirements of the Peppol Authority apply>
<b>Peppol Service Domain coverage</b>	<A list of the Peppol Service Domains within which the role, responsibilities and specific requirements of the Peppol Authority apply >
<b>If applicable, terms and condition related to Peppol Service Domains specific to the Peppol Authority</b>	<A list of, or reference to, any terms and conditions related to Peppol Service Domains specific to the Peppol Authority>

**Signature**

The Parties agree that the content of this annex becomes effective as of <date> and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral, regarding the subject matter hereof.

	For the Peppol Coordinating Authority	For the Peppol Authority
<b>Name</b>	André Hoddevik	
<b>Position</b>	OpenPeppol AISBL Secretary General	
<b>Signature</b>		

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### Annex 3 – Contacts

#### For the Peppol Coordinating Authority

The below stated organization has been appointed as the Peppol Coordinating Authority:

Organisation legal name	Open <del>Peppol</del> AISBL
Address for legal correspondence	Rond-point Schuman 6 Box 5, Brussels Metropolitan Region 1040 Brussels.
Country	Belgium
Company identifier assigned by official registration authority	0848 934 496 (Register of Legal Entities Brussels)

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The contact point stated below shall be used for Formal Notices to the Peppol Coordinating Authority:

Name	Mr. André Hoddevik
Address	OpenPeppol AISBL Rond-point Schuman 6, box 5 1040 Brussels Belgium
Email	openpeppol@peppol.eu

The contact point stated below shall be used for reporting of support issues related to Peppol SML:

Email	CEF-EDELIVERY-SUPPORT@ec.europa.eu
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The contact point stated below shall be used for escalation of support issues to the Peppol Coordinating Authority:

Email	openpeppol@peppol.eu
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The contact point stated below shall be used for reporting of security issues:



URL	<a href="https://openpeppol.atlassian.net/servicedesk/customer/portal/1">https://openpeppol.atlassian.net/servicedesk/customer/portal/1</a>
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### ***For the Peppol Authority***

The below stated organization has been delegated the authority as Peppol Authority:

Organisation legal name	
Address for legal correspondence	
Country	
Company identifier assigned by official registration authority	

The contact point stated below shall be used for Formal Notices to the Peppol Authority:

Name	
Address	
Country	
Email	

The contact point stated below shall be used for reporting of support issues to the Peppol Authority:

URL	
Telephone	
email	

The contact point stated below shall be used for reporting of security issues:

URL	
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<u>email</u>	
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Signature

The Parties agree that the content of this annex becomes effective as of <date> and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral, regarding the subject matter hereof.

	For the Peppol Coordinating Authority	For the Peppol Authority
Name	André Hoddevik	
Position	OpenPeppol AISBL Secretary General	
Signature		