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WORKSHOP

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AGREEMENT

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Electronic invoicing - Part 2: Model Interoperability Agreement for Transmission and Processing of Electronic Invoices and other Business Documents

This CEN Workshop Agreement has been drafted and approved by a Workshop of representatives of interested parties, the constitution of which is indicated in the foreword of this Workshop Agreement.

The formal process followed by the Workshop in the development of this Workshop Agreement has been endorsed by the National Members of CEN but neither the National Members of CEN nor the CEN-CENELEC Management Centre can be held accountable for the technical content of this CEN Workshop Agreement or possible conflicts with standards or legislation.

This CEN Workshop Agreement can in no way be held as being an official standard developed by CEN and its Members.

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Foreword

This CEN Workshop Agreement has been drafted and approved by a Workshop of representatives of interested parties on 2012-02-15, the constitution of which was supported by CEN following the public call for participation made on 2010-02-26. It forms one of a set of CWA's prepared by this Workshop.

A list of the individuals and organizations which supported the technical consensus represented by the CEN Workshop Agreement is available to purchasers from the CEN-CENELEC Management Centre. The following organizations endorsed this document:

- AITI, Italy
- CEGEDIM, France
- Charles Bryant, consultant, UK
- Dr. Otto Mueller Consulting, Switzerland
- Hilti Corporation, Liechtenstein
- Hub2Hub, Italy
- ID Cyber-Identity Ltd, Switzerland
- Legal Counsel, Stefan Engel-Flehsig, Germany
- OFS Portal LLC, USA
- Orange – France Telecom Group, France
- Sage France, France
- SERES, France
- STS Group, Belgium
- Trustweaver Sweden, Sweden
- Voxel Group, Spain
- xft GmbH, Germany

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The draft CWA was presented and discussed with industry representatives during two Open meetings, the first on September 22 and the other on December 12, 2011, both held in Brussels. The public comments period run from July 15th 2011 until September 15th 2011.

The final review/endorsement round for this CWA was started on 2012-04-04 and was successfully closed on 2012-04-16. The final text of this CWA was submitted to CEN for publication on 2012-04-18.

This CWA is part of a set of CWAs that has been prepared by Phase II and Phase III of CEN/WS e-Invoicing.

The following persons from the CEN/WS e-Invoicing III Working Group 3 participated in the work of this document:

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Cegedim
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Fundtech

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Comments or suggestions from the users of the CEN Workshop Agreement are welcome and should be addressed to the CEN-CENELEC Management Centre.

Introduction

Within the framework of the Conformance Criteria for Interoperability between Electronic Invoicing Services, WG3 identified the necessity of having interoperability agreements between electronic invoicing service providers to facilitate the exchanges between trading partners of e-Invoices and other e-Business documents.

WG3 attached great importance to have the Model Interoperability Agreement for Transmission and Processing of Electronic Invoices and other Business Documents (**MIA**) presented, reviewed and commented upon by as large a number of e-Service Providers, stakeholders, as well as CEN e-Invoicing Phase 3 peer work groups, WG1 on questions of Compliance and WG2 on questions relating to SME issues. WG3 hosted meetings which some forty prominent service providers and stakeholders who were invited to review the MIA.

The MIA is presented in a separate section within this CWA document

Preamble

This Model Interoperability Agreement, which includes a Description of Services (Appendix), is intended for use on a bilateral basis between service providers processing and transmitting structured data in a “four corner model”.

This Model Interoperability Agreement is intended to be technologically neutral so as to encourage maximum adoption of the model terms in all circumstances. It is believed that fair and consistent terms and conditions among service providers, such as those contained in this model agreement, will best promote interoperability and the rapid adoption of electronic invoicing. In the interest of flexibility, Parties may select among optional terms, negotiate specific provisions and complete the Description of Services in the manner best suited to their particular circumstances.

Parties who agree to enter into an agreement based on this Model Interoperability Agreement are encouraged to refer to the Conformance Criteria for Interoperability between Electronic Invoicing Services and to act in accordance with those criteria when performing under such agreement. The Conformance Criteria are published in CWA 16464-3 and available at www.cen.eu or a National Standardization Body.

1. Parties

1.1 The Parties

[Name of Service Provider] (“SP-X”) and [Name of Service Provider] (“SP-Y”), hereinafter individually referred to as SP-X and SP-Y as well as “Party” and together referred to as “the Parties”, have entered into this agreement (“the Agreement”) as of the ____ day of _____ 20__ (the “**Effective Date**”).

2. Scope and Purpose of the Agreement

2.1 Scope

The Agreement sets out the terms and conditions for the transmission and processing of e-Invoices and other Electronic Business Documents between the Parties for the purpose that their respective Customers, whether a Sender or a Receiver, shall be able to exchange these documents between each other automatically and without manual intervention. The e-Invoices and Electronic Business Documents to be exchanged and such other services as might be mutually agreed will be specified in the Description of Services. Either or both of SP-X or SP-Y may act in the capacity of Sending Party and Receiving Party when performing Services under this Agreement.

2.2 Purpose

The Parties aim to provide a secure, reliable and functional and technical set of operating procedures and infrastructure in order to provide the Service to each other, so as to permit the Parties to provide high quality services to their respective Customers. The Agreement concerns only the exchange of E-Invoices and Electronic Business Documents, which form an essential part of the service provided by the Parties to their Customers.

3. Structure of Agreement: Relationship with Customers and Between Parties

3.1 Relationship with Senders and Receivers

The Parties' relationship with their respective Customers is not regulated and is out of scope of this Agreement, except as expressly provided in Section 13.7.

The Agreement is intended to:

- define the general terms and conditions that will govern the relationship between the Parties in this Agreement; and
- describe the specific interoperability Services to be provided by the Parties to each other in the Description of Services.

3.2 Separate Agreements with Customers

Each Party must conclude separate agreements with its own customers (whether Senders or Receivers) regarding the service to be provided by the Party. The Parties are entitled to decide independently on all matters related to their respective agreements with their respective Customers, unless otherwise expressly provided for in the Agreement.

3.3 No Authority to Bind other Party

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. Unless otherwise specified in the Description of Services, neither Party is the agent of its Customers or of the other Party's Customers and neither Party has the authority to bind or obligate its Customers or the other Party's Customers.

3.4 Non-exclusivity

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 and enter into Interoperability Agreements with whomever they wish.

3.5 Subcontractors

Subject to Section 13.4, the Parties may engage third parties to perform any of the Services (or any part thereof).

4. Definitions

Defined Terms

For the purpose of the Agreement the following terms shall have the following meaning:

Customer means a customer of SP-X or SP-Y, as applicable, that is sending or receiving E-Invoices and Electronic Business Documents through services provided by SP-X or SP-Y.

Data means the information contained in or on the E-Invoices, Electronic Business Documents or that is transmitted with the E-Invoices or Electronic Business Documents.

E-Invoice means an electronic invoice dataset with or without attached electronic document(s) in the Format Standard described in the Description of Services containing the information required under applicable law or regulations in relation to the particular invoice and any additional details agreed between the Customers for invoicing purposes.

Electronic Business Documents Electronic Business Documents means documents or Data in electronic formats that are related to the processes of ordering, procuring shipping, invoicing and paying, but not the actual payment itself. Electronic Business Documents excludes the actual E-Invoice itself, defined elsewhere, and all their associated acknowledgements.

Format Standard means the organization or formatting of electronic data in an E-invoice or Electronic Business Document according to pre-set syntax and/or schema.

Map means the series of instructions that enables the automatic conversion of Data that is compatible with one software program or computer operating system into a different Format Standard that is compatible with another software program or computer operating system.

Message means an electronic transmission that contains addressing and routing information in its header and which includes an E-Invoice, an Electronic Business Document or other information as its payload. A Message may consist of one or more electronic files.

Receiver means a Customer receiving a Message.

Receiving Party means the Party receiving an E-Invoice or Electronic Business Document under this Agreement.

Sender means a Customer sending E-Invoice and Electronic Business Documents.

Sending Party means the Party sending an E-Invoice or Electronic Business Document under this Agreement.

Service or "Services" means the interoperability service provided by each Party to the other Party and related to the transmission and processing of messages containing E-Invoices and Electronic Business Documents as set forth in Description of Services. The term "Service" when used in this Agreement expressly excludes services one Party may offer to its own Customers.

System means the hardware and software owned or licensed by a Party that the Party uses to perform the Services.

Technical Acknowledgment means a message sent by the Receiving Party to the Sending Party to acknowledge receipt of an E-Invoice or Electronic Business Document, with indication of errors, as relevant.

Transmission Protocol means, for the purpose of this agreement a standard that allows for secure and reliable packaging, routing and transporting of Messages across networks and which sits above the core data transfer protocols (HTTP, SMTP, FTP) and below the business application level software that understands and processes the message.

5. Transmission of Messages; Description of Services

5.1 Description of Services

The Description of Services sets forth the technical and process specifications by which the Parties shall provide to each other the Services. In the event of any conflict between the Agreement and the Description of Services, the Agreement shall prevail.

5.2 Compliance with the Description of Services and Amendments

Each Party agrees to receive, transmit, process and route, as applicable, E-Invoices and Electronic Business Documents in accordance with this Agreement and the Description of Services. If a Party wishes to send or receive E-Invoices or Electronic Business Documents to or from the other Party in another Format Standard or using another Transmission Protocol, the Parties must first agree and sign an amended Description of Services to include such Format Standard or Transmission Protocol. The Description of Services may be amended without amending the remainder of this Agreement.

5.3 Receipt and Transfer of Messages

The E-Invoices and Electronic Business Documents that are identified in the Description of Services are deemed to have been transferred to the Receiving Party when the Message containing an E-Invoice or Electronic Business Document is made available to the Receiving Party's system in accordance with the Description of Services and the Sending Party has received a Technical Acknowledgment of receipt. Prior to such receipt, responsibility for the E-Invoice or Electronic Business Document remains with the Sending Party.

5.4 Correct Transmission

For all E-Invoices and Electronic Business Documents transmitted by the Parties, and unless otherwise agreed, each Party shall ensure that it correctly transmits to Customers the complete and unaltered data set comprising such E-Invoices and Electronic Business Documents as are received (except for conversions of Format Standards as are agreed and specified in the Description of Services).

5.5 No Transmission to Unauthorized Parties

Neither Party to the Agreement shall transfer E-Invoice and Electronic Business Documents or Data to a third party that is not the authorized Receiver designated by the Sender in the manner specified in the Description of Services, unless otherwise specifically agreed upon by the Sender.

5.6 Open Standards and Automation

[Optional: The Parties shall cooperate to maximize the use of open and freely available Format Standards and Transmission Protocols. See CWA 16464-3 *Conformance Criteria for Interoperability between Electronic Invoicing Services Nos. 4 and 5*. No Party shall require the other Party to manually enter Data or upload or download documents from its website or other location.

6. Services, Warranty and Service Levels

6.1 Services Warranty

Each Party warrants that its Services and all related services regarding Electronic Invoices and Electronic Business Documents it provides to its Customers will be provided and maintained in a reliable and professional manner always for lawful purposes and in compliance with all applicable laws and regulations, using professionals who understand the applicable technology, and who will exercise reasonable care in providing the Service and who will respect all access rights and procedures for the use of the other Party's systems. This warranty and any other warranty expressly set forth in this Agreement are the exclusive warranties of the Parties.

6.2 Development, Connectivity and Maintenance

Each Party shall ensure it has sufficient resources for the necessary development of the Services and all related services it provides to its Customers and for the readiness, testing, operation and maintenance of its own System, including connections and security.

6.3 Changes

The Parties shall agree together on possible changes to the Service, which may involve changes to Systems, data exchange connections, Format Standards and Transmission Protocols and shall provide advance notice to the other Party of any anticipated changes in accordance with the Description of Services. They shall also agree together on the time schedule for such changes and, where the costs are to be shared, the costs of such changes. Each Party is responsible for its own costs and expenses in performing changes to its own System. However, if one Party unreasonably ceases to accept previously agreed Format Standards or Transmission Protocols and requires the use of a new Format Standard or Transmission Protocol as a result, such Party shall be responsible for all costs associated with such change or the other Party may terminate this Agreement immediately without any liability or penalty.

6.4 Availability; No Guarantee; Implementation

The Service shall be available to the Parties during the hours as set forth in the Description of Services, with due allowance for times when the Service is not available due to agreed maintenance and updating, disturbances, or other similar reasons. The Parties do not guarantee to their Customers or to each other that their Services shall be error free or that services will be available without interruption and the Parties shall have no responsibilities whatsoever in relation to the other Party as regards interruptions pursuant to this Section and the Description of Services. The timing and opening hours of implementation of the customer service offered by a Party is agreed upon separately for each Customer between the Party and the Customer in question.

6.5 Service Level Agreements

Each Party agrees to either (a) adhere to the Service Level Agreements specified in the Description of Services for the benefit of the other Party, or (b) if no Service Level Agreement is agreed to, deliver to the other Party general information regarding the Service Level Agreements offered to its Customers and its own general expectations so as to allow the other Party and its Customers to be reasonably informed as to the type and quality of services that may be available.

6.6 Back-up Procedure and Availability

Each Party shall make back-up copies of its own data and files and check that they function correctly. Each Party shall keep the data and files obtainable as set forth in the Description of Services. In case of a Party's loss of data or files not caused by a breach of this Agreement the other Party shall use commercially reasonable efforts to assist the Party that has lost data or files, but shall have no obligation to incur third party costs in connection with such efforts. In no event shall a Party have liability for the other Party's loss of data or files or for any damages incurred to the other Party for such loss of data. Upon request from both the Sender and the Recipient, a Party shall delete from its systems all E-Invoices or Electronic Business Documents exchanged between such Sender and Receiver.

7. Support Services

7.1 Support Services

Each Party shall provide such support services to the other Party on the agreed basis set forth in the Description of Services. Each Party is responsible for providing set-up and support services to its own Customers in connection with the use of the Service. Each Party has no obligation to communicate with or provide support services to the other Party's Customers, except as expressly provided in the Description of Services.

7.2 Contact Person(s)

Each Party shall designate at least one contact person for the exchange of information and for taking care of technical, administrative and other matters related to the Agreement, as set forth in the Description of Services.

8. Legal and VAT Compliance for E-invoices

8.1 Legal and VAT Requirements

As between SP-X and SP-Y, the Sending Party of an E-Invoice is responsible for (a) acquiring or creating the E-Invoice in a manner that complies with applicable VAT requirements and includes all legally required information in the E-invoice or fields in a manner and to the extent agreed and set out in the Description of Services, (b) including where required signing or arranging for the signing of the E-Invoices in the Sender's name and on the Sender's behalf, where required under law applicable to the issuance of the E-Invoice or as agreed and documented in the Description of Services, Annex 1, between the Sender and Receiver, (c) transmitting to the Receiving Party E-Invoices that have been so created or acquired, and (d) performing such checks fields in a manner and to the extent agreed and set out in the Description of Services, The Sending Party will carry out these tasks in accordance with applicable law, including applicable VAT regulations, and with the necessary authority and consent of the Sender. If the Receiving Party agrees to check for legal compliance under its agreement with its Customer, that check is for the benefit of only that Customer, provided that if the Receiving Party learns an E-Invoice is non compliant it will use reasonable efforts to so inform the Sending Party.

Nothing in this Section 8.1 shall relieve any Customer from its obligation to comply with all applicable laws, including VAT regulations. Nothing in this Section 8.1 shall be construed to place any obligation on a Party regarding the underlying transaction represented by the E-Invoice or the Electronic Business Document, the accuracy of the information reflected on an E-invoice or the Electronic Business Document or the performance or failure to perform the obligations described in that E-Invoice or the Electronic Business Document.

8.2 Indemnity for VAT and Legal Compliance

If any fines, penalties or legal costs are assessed and awarded against the Receiver for which the Receiving Party is responsible by contract or otherwise, and such liability is due to the non-compliance by the Sending Party or its subcontractors, agents or employees with its obligations in Section 8.1, the Sending Party shall, subject to Article 13 and the limits on liability set forth therein, indemnify and hold harmless the Receiving Party against such claim and any and all reasonable losses, liabilities, damages, claims and costs (including reasonable attorneys' fees) to the extent suffered or incurred by the Receiving Party as a direct result of such claim by the Receiver (provided that, for the sake of clarity, the Sending Party shall have no

obligation to indemnify the Receiving Party to the extent that the claim was caused by an unjustified failure of the Receiving Party to perform its obligations under this Agreement or applicable law).

9. Conversion, Electronic Signature Validation and Archiving

9.1 Conversion

If the Receiving Party or the Receiver undertakes format conversion then such Party is responsible for doing so in compliance with any applicable VAT or other legal requirements. The Sending Party is not responsible for any non-compliance with VAT requirements arising from such conversion. If a Party's Customer requires conversion of the E-Invoices or Electronic Business Documents into another Format Standard or requires transmission through the use of another Transmission Protocol, then such Party and the Customer is responsible for all costs associated therewith, and for ensuring that the conversion is performed correctly in accordance with approved Maps [[optional] and in a manner that satisfies "business control" requirements of Draft Directive 2010/10858/10]. The Parties, to the extent permitted by law, shall treat a properly converted invoice as the equivalent to the original invoice.

9.2 Electronic Signature Validation

If separately agreed and set forth in the Description of Services, the Receiving Party, acting for the Receiver of an E-Invoice or Electronic Business Documents, may provide validation of an electronic signature attached to an E-Invoice or Electronic Business Documents received from the Sending Party, *either* on the basis that the Receiving Party itself performs a validation check on the electronic signature, *or* on the basis that the Receiving Party receives a validation from the Sending Party (or both).

9.3 Archiving of invoice and other business documents

If separately agreed and set forth in the Description of Services, the Sending Party, acting for the Sender of the E-invoice or Electronic Business Documents and or the Receiving Party, acting for the Receiver of an E-invoice or Electronic Business Documents, may be contracted to archive the invoices and other required business documents, electronic or on paper, compliant to the legal requirements of the Member States relevant to the transactions.

10. Pricing and Charges

10.1 Customer Charges

Each Party shall freely and independently determine its Customer charges and shall be responsible for collecting customer charges from its own Customers and paying taxes applicable thereto.

10.2 No Set Up or Professional Fees

Parties carry all their own costs including development and implementation of the interoperability Services as well as all on-going maintenance and other costs required during the use of the Interoperability Services.

Optional Per Transaction Fees

Any per transaction fees for the Services are set forth in Appendix 1, provided that each Party agrees not to assess to the other Party expenses that are attributable to such Party's own Customers.

11. Use of Name and Marks

11.1 No Use of Other's Marks

Except as permitted in Section 11.2, neither Party may use the name, trademarks or service marks of the other Party without the prior written consent of the other Party.

11.2 Listing of Party as User of Agreement

To further promote the adoption of this Agreement as a model, unless otherwise agreed, each Party may publicly list the name of the other Party as an adherent to this Model Interoperability Agreement, but only without disclosing any individual or unique provisions of this Agreement and without using the trademark or service mark of the Party.

11.3 Use of Customer Marks

Neither Party may use the name, trademarks or service marks of the other Party's Customers without consent of such Customer.

11.4 Press Releases

Each Party has the sole right to promote and market its own service. Unless otherwise agreed in writing, neither Party is allowed to publish a press release regarding this Agreement or reference the other Party in its external communications.

12. Internal Controls

12.1 Security Procedures

The Parties undertake to implement and maintain appropriate physical, administrative and technological security procedures and measures in order to ensure the protection of all messages and E-Invoices and Electronic Business Documents against the risks of unauthorized access, alteration, delay, destruction or loss

12.2 Responsibility for Security Procedures

Unless otherwise specified in the Description of Services, each Party is responsible for

implementing its own controls, security procedures and measures to verify the origin, the authenticity, the integrity, receipt and confidentiality of E-Invoices and Electronic Business Documents.

12.3 Malicious Software

Each Party is responsible for protecting its own Systems against illicit use, malicious and harmful code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by its own Customers, employees, agents and third parties. Each Party shall use commercially reasonable efforts to avoid transmitting to the other Party's Systems any viruses, time bombs, worms, harmful code or similar items or any computer programming routines that may interfere with the other Party's Systems.

12.4 Unauthorized Operations and Notification of Disturbances

Each Party agrees not to carry out unauthorized operations with, or seek unauthorized access to, the other Party's System, including unauthorized downloads, copies and publication of the other parties copyrighted materials and trademarks. The Parties shall notify each other as soon as reasonably practical if they observe disturbances or errors in their own Systems that may endanger the fulfilling of the Services or causing the other Party's Systems to malfunction, crash or be flooded.

12.5 Correction of Fault or Disturbance

If a fault or disturbance occurs in a System or data transmission connection, which is the responsibility of either of the Parties, preventing Customers from accessing the Service, the Parties agree that the Party to whose area of responsibility the fault or disturbance belongs shall take measures to correct it without undue delay in accordance with the agreement it has concluded with its Customer, and shall inform the other Party and the Customer of the fault or disturbance without delay. If the other Party is able to assist in the resolution of such a fault or disturbance, it will take commercially reasonable steps so to do.

12.6 Annual Audit of Internal Controls Certification

Each Party agrees to provide to the other with evidence of its certification by _____ ("Certification"), once annually, or as specified in the Description of Services. Each Party may share the Certification of the other Party with its own Customers.

13. Confidentiality and Data Protection

13.1 Confidential Information; Limited Disclosure

The Parties undertake to keep confidential the content of the Agreement, the E-

Invoices, Electronic Business Documents and Data, together with all technical, commercial or financial information relating to the other Party, its operations or its Customer that comes to their knowledge. The Parties may, however, disclose to their Customers in general terms that the Agreement exists and include the other Party in a list of entities with whom the Party has interoperability agreements. The Parties may disclose E-Invoices, Electronic Business Documents and their associated Data to such Party's Customer who is the sender or recipient of the E-Invoice or Electronic Business Document. The Parties undertake not to disclose the confidential information referred to above to a third party without a prior written consent from the other Party. If it is necessary for a Party to give its employees or advisers 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.

13.2 Limited Use and Disclosure of Data

Each Party agrees not to sell or make commercial use of Data it handles, transmits or stores under this Agreement, except in furtherance of the Services as permitted by this Agreement. The obligations of confidentiality and restrictions on use of Data in this Agreement apply to Data even if it is in anonymous or aggregated form and any works derived from the Data. Notwithstanding the foregoing, each Party may disclose aggregated Data based on all or substantially all of the transmissions it handles during a time period for the purpose of advertising the total volume of transactions or spending handled by its systems during that time period, so long as pricing or other competitively sensitive information of the Customers is not disclosed.

13.3 Customer Information

Neither of the Parties shall collect or save information on the other Party's Customers for any other purpose than is necessary in order to carry out the performance of its obligations in accordance with this Agreement. Each party undertakes not to use the information regarding the other Party or its Customers received due to this Agreement for any other purpose than for implementing the Service. Each party undertakes not to disclose information it has received regarding the other Party or its Customer during the performance of this Agreement, unless it is necessary in order to implement statistics, or reporting of statistics to authorities related to payment transactions. If the Customers of one Party require a confidentiality agreement with the customer of the other Party (or a similar prerequisite) before transmissions commence, each Party shall use commercially reasonable efforts to ensure no transmissions are delivered until such confidentiality agreement or other prerequisite is in place and complete.

13.4 Damages for Breach

Should a Party, or anyone for whom a Party is responsible for, such as employees,

consultants and subcontractors, be in breach of any of the Sections above regarding confidentiality, the other Party is entitled to damages covering its loss due to the other Party's breach of confidentiality, including such compensation that the Party shall pay to a Customer due to such breach in accordance with and subject to Section 13.7 below.

13.5 Exclusion

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.

13.6 Survival

The obligation of confidentiality and limits on Data use shall survive the termination of the Agreement.

13.7 Data Protection

The Parties agree: (i) to comply with relevant data protection and privacy laws; (ii) that each Sender is the owner and data controller of the personal data that a Sending Party transmits and (iii) the Sending Party and the Receiving Party are both processors of any such personal data for purposes of EU Directive 95/46/EC and (iv) to the extent personal data may be transferred out of the territory of the member states of the European Union, the European Economic Area or the countries in question which Commission of the European Communities has found to guarantee an adequate level of data protection, pursuant to Article 25(6) of Directive 95/46/EC ("Approved Jurisdictions"), Party shall transfer personal data outside Approved Jurisdictions only with other Party's / Customer's prior written consent, such consent not to be unreasonably withheld. If required by the applicable legislation, Party shall (and shall procure that any subcontractors shall) enter into the appropriate contractual arrangements with such party for the transfer of personal data from the Approved Jurisdiction to third countries as approved by the applicable Data Protection regulatory authority in the Approved Jurisdiction.

14. Liability

14.1 Intellectual Property Rights Indemnity

Each Party warrants to the other that the use of its System and performance of the Services does not infringe any third party intellectual property rights in the country of delivery.

Each Party shall indemnify the other Party for, and shall defend or settle any claim made against the other Party, in which it is alleged that the use of the Party's platform to perform the Services infringes third party's rights, provided that the other Party (i) promptly notifies the Party in writing of such claim; (ii) grants the Party sole conduct of the defence of any such claim; and (iii) acts in accordance with the reasonable instructions of the Party and gives the Party such assistance and authorisations as it shall reasonably require to defend or settle such claim. The Party shall pay any costs and damages finally awarded against the other Party by a competent court or in an out-of-court settlement.

When a claim alleging intellectual property infringement is made or appears likely to be made, a Party may, in its discretion, modify the infringing part of the service, procure the necessary licenses for the service or provide a replacement service. If the Party determines that none of these alternatives is commercially reasonable, the Party is entitled to terminate the relevant parts of the Agreement forthwith.

14.2 Disclaimer of Warranties

Except as expressly set forth in this Agreement, neither Party makes any representations or warranties regarding the Services or its System, including any implied warranties of merchantability, quality, fitness for a particular purpose or non-infringement.

14.3 No liability for invoice or document content

Other than is provided elsewhere in the Agreement, both parties agree that neither Party shall have liability or responsibility to each other for the content of E-Invoices or Electronic Business Documents transmitted or bring any claim relating thereto. It is the responsibility of the respective Customers of the Parties to take all necessary steps to check and approve the content of such E-Invoices and Electronic Business Documents for accuracy and completeness. Each Party agrees to hold the other Party harmless from claims described in this Section.

14.4 Liability for Employees, Consultants and Subcontractors

Each Party is responsible 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.

14.5 Indirect Damages

A Party shall not be liable for any indirect, punitive or consequential damage, such as loss of income or profit, lost discounts, loss of data, lost business opportunities or business, lost savings, or business interruption caused to the other Party, its Customers or any third parties. However, indirect damage shall not be considered such compensation that the other Party to the Agreement is liable to pay to its Customer due to the other Party neglecting the obligation of confidentiality specified in Article 13 of the Agreement or other damages arising from a Party's breach of Article 13 regarding confidentiality.

14.6 General Limitation

Notwithstanding anything to the contrary in the Agreement, the total annual aggregate liability of the Parties to each other for direct damages arising from violations of the Agreement is limited to _____ euros.

For the avoidance of doubt, the Parties agree that the aforementioned limitations of liability in this section 14 do not apply to damages arising from (i) gross negligence or intentional misconduct (ii) breach of Section 13 (Confidentiality), (iii) breach of Section 15 (Ownership and Cross License of Data; Intellectual Property Rights), or (iv) indemnification under Section 14.1.

14.7 Liability to Customers

Each of the Parties shall be solely liable for its own Services and all related liabilities to its own Customers. If a Party breaches Section of this Agreement regarding Confidentiality and such breach damages the Customer of the other Party, then such other Party shall seek redress from the breaching Party on behalf of the damaged Customer. If a Party fails for whatever reason to take adequate steps to seek redress and obtain remedies, for a damaged Customer as reasonably determined by the damaged Customer, then such Customer may independently and directly seek to enforce the terms of this Agreement against the breaching Party, subject to Section 14.6. Regarding each Party's own Customers, the liability of the Parties for damage is determined according to the agreement made with the Customer, without regard to Section 14.6.

14.8 Insurance

Each Party agrees to secure and maintain insurance providing coverage for the types of damages specified in Section 14.6 with policy limits at least as high as the limits of damages specified in Section 14.6.

15. Force Majeure

15.1 Force Majeure.

The Parties shall not be liable for any loss or damage arising as a consequence of national or foreign legislation or its amendment, the actions of national or foreign governmental authorities, acts of war, strikes, blockades, boycotts, lockouts, disruption of public traffic or data communications or other similar circumstance which is beyond the control of the Parties and which the Parties cannot prevent or overcome by exercising due diligence. The Parties shall not be liable for any loss or damage caused by similar circumstances at the Parties subcontractors. The reservation in respect of strikes, blockades, boycotts and lockouts shall apply notwithstanding that the Party itself is the subject of or affects such measures. This Section shall not excuse a Party's breach of its confidentiality obligations.

15.2 Termination Following Force Majeure

Where performance of this Agreement is significantly impeded as a result of a circumstance set forth in Section 15.1 above for a period in excess of four (4) months, either Party shall be entitled to terminate this Agreement in writing without incurring liability. When the loss or damage arises as a consequence of national or foreign legislation or the actions of national or foreign governmental authorities, each Party may terminate this Agreement immediately.

15.3 Notification of Force Majeure Event

The Party wishing to invoke release from liability in accordance with this Article 15 shall notify the other Party thereof without delay. The aforesaid shall also apply upon the cessation of the circumstance which a Party has invoked as a ground for release from its obligations.

16. Ownership and Cross License of Data; Intellectual Property Rights

16.1 Limited License; No Decompilation

Upon transmission of any Data to a Party by another Party, such Party is thereby granted, a revocable, non-exclusive, non-transferable, worldwide, limited license to use the Data in accordance with this Agreement for the sole purposes of performing the Services. In exercising such license, a Party may not use or employ Data for any other purpose or for the benefit of any other party other than Sender and Receiver. A Party may not decompile, disassemble or otherwise reverse engineer the Data or allow any third party to frame or link to the Data.

16.2 Rights to Data

The Sender and Receiver, jointly or individually, as applicable, retain all rights, title and

ownership in the Data and any works derived from the Data. All intellectual property rights associated with the Data, including trade secrets, are retained by the Sender and Receiver, except the limited license to use the Data in performing the Services. Neither the delivery of Data to Party, nor the conversion of Data by the Party, nor anything else in this Agreement transfers to either Party any ownership or other interest in such Data or any product, device, design, service, process, secret, trademark or anything else described or contained in Data, other than the limited license rights to use the Data as expressly provided in this Agreement.

16.3 No Transfer

Patent rights, copyrights, rights to a trademark, trade name or any other intellectual property rights held or provided by one Party shall remain owned by such Party and nothing in this Agreement shall be construed as to convey, assign or transfer any ownership to the other Party on the basis of this Agreement, nor will the right to utilise these rights be transferred to the other Party in any other way than as explicitly stipulated in this Agreement.

16.4 Joint Ownership of Maps

Any Maps jointly developed by the Parties in performing the Services shall be jointly owned and each may continue using such Maps for its own benefit following termination of this Agreement without accounting to the other.

16.5 Systems

Each Party remains the owner or licensee of its own Systems and may modify its own Systems in its sole discretion. No transfer of ownership or license rights in the Systems is intended by this Agreement, except that if one Party requires or permits the other Party to access its System in connection with the Services, the accessing Party shall have a limited, non-exclusive, non-transferable right to use such portions of the Services as necessary to perform the Services during the term of this Agreement. Each Party shall bear its own development and operation costs in connection with its own System.

17. Representations and Warranties

17.1 Authorization

Each Party represents and warrants that it is entitled to send, receive and process E-Invoices and Electronic Business Documents on behalf of or for the benefit of its Customers in accordance with this Agreement.

17.2 Customer Requirements

Each Party represents and warrants that its Customers have signed and are obliged by

an agreement (a) to observe all applicable legal and operational requirements, including VAT regulations and data protection laws, and (b) confirming the Customer's responsibility for legal compliance and the provision of accurate and complete data.

17.3 Approvals and Licenses

Each Party is responsible for and warrants that it will obtain and maintain all required permits, licenses and approvals relevant to the discharge of its obligations under this Agreement. Each Party represents and warrants it has the authority to use or make available its Systems to perform the Services in accordance with this Agreement.

18. Assignment and Amendments

18.1 Assignment

The Parties are not entitled to assign or transfer the Agreement or the rights, liabilities or obligations under the Agreement without the prior, written consent of the other Party. However, either Party may assign this Agreement without the consent of another Party to (a) an affiliated entity it controls, is controlled by or is under common control with, or (b) a successor by merger or acquisition of all or substantially all of its assets.

18.2 Amendment

Any amendments to this Agreement shall be in writing and shall have no effect unless signed by the duly authorised representatives of the Parties.

18.3 Sole Agreement

This Agreement constitutes the sole agreement governing the Services and supercedes and controls over any prior or subsequent agreement, unless the subsequent agreement is signed by duly authorised representatives of the Parties. This Agreement may not be modified by electronic terms and conditions or "click licenses" associated with each Party's website or any other terms of business unilaterally established by either Party.

19. Term and Termination of the Agreement

19.1 Term

The Agreement shall enter into force on the Effective Date and shall continue until terminated in accordance with this Agreement.

19.2 Termination for Convenience

Each Party has an independent right to terminate the Agreement for any reason or no reason following one hundred and twenty (120) days prior written notice to the other Party.

19.3 Termination on Certain Events

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 completely remedied within twenty one (21) days from written notice thereof;
- (b) is declared bankrupt, is subject to company reorganization, seeks a composition with 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 its staff or its sub-contractors' personnel, conducts business or otherwise acts in wilful or criminal misconduct.

19.4 Notification of Customers; Cooperation Following Termination

Each Party is responsible for informing its own Customers of the termination of this Agreement. If either Party delivers notice of termination of this Agreement, the Parties undertake to cooperate and negotiate on the procedures that pertain to the ending of the Services according to the Agreement in order to avoid any unnecessary disturbances in the Customer relationships of the Parties.

20. Settling of Disputes

20.1 Governing Law

Without prejudice to any mandatory national law which may apply to the parties regarding recording and storage of E-Invoices and Electronic Business Documents or confidentiality and protection of personal data, the Agreement is governed by the laws of _____.

20.2 [Alternative 1] Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the arbitration of a (or three) person(s) to be agreed by the parties, or failing agreement, to be nominated by _____ in accordance with and subject to the rules of procedure of _____.

[Alternative 2] Venue. Any dispute arising out of or in connection with this contract shall be referred to the courts of _____, which shall have sole jurisdiction. Arbitration will take place at the following agreed location _____ and the agreed language used for arbitration will be _____.

20.3 Confidentiality of Arbitration

The arbitration procedure and all matters dealt with in connection therewith shall be

kept strictly confidential by the Parties. The confidentiality undertaking in Section 13 above shall apply to (but is not limited to) all information admitted during the arbitration procedure and any decision by the arbitral tribunal.

20.4 Inapplicability to Customer Agreements

It is understood that Sections 19.1 and 19.2 do not apply to either SP-X's or SP-Y's agreements with their Customers.

20.5 Admissibility

To the extent permitted by any national law which may apply, the parties hereby agree that in the event of dispute, the records of E-Invoices and Electronic Business Documents, and attachments, etc., which they have maintained in accordance with the terms and conditions of this Agreement, shall be admissible before the Courts and shall constitute evidence of the facts contained therein unless evidence to the contrary is presented.

21. Miscellaneous

21.1 Counterparts

The Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute a single instrument.

21.2 Survival

Sections _____ shall survive the termination of this Agreement.

21.3 Severability

Invalidity or unenforceability of any provision of this Agreement shall not impair the enforceability of any other provision of this Agreement. If a provision is determined to be unenforceable or invalid by a court of competent jurisdiction, then the provision shall be deemed modified to the extent necessary to render it valid and enforceable.

SP X

SP Y

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

22. Appendix, Description of Services

- A. Preamble Description of Services
 - A.1. Parties and contact information
 - A.2 Transport protocols
 - A.3 Electronic Invoice or Electronic Business Documents (payload)
 - A.4 Set Up and Service Procedures

A. Preamble Description of Services

This Appendix forms an integral part of the Interoperability Agreement dated _____, 20__ between [Service Provider X] and [Service Provider Y]

Any subsequent amendment to this appendix will also amend the aforementioned Interoperability Agreement.

The Description of Services is divided into four parts which should be completed as follows:

A.1 Part I (Parties and Contact Information): Includes information about the Parties to the Agreement and should be completed separately by each Party. Not all fields are mandatory and these are marked “(if applicable)”.

A.2 Part II (Transport Protocol): Includes information about the messaging and communication protocols and modalities to be adopted by the Parties. It covers the exchange of messages between the Parties containing E-Invoices and Electronic Business Documents, including but not limited to detailed procedures covering headers containing addressing/routing identification, technical acknowledgements, Transmission Protocols, communication methods between the Parties and their chosen networks and technical service providers and operators, technical message delivery acknowledgements (handshakes), message enveloping and message syntax. Any supplemental matters should be agreed to by the Parties separately. This section should be completed on the basis of full agreement between the Parties, including specific technical elements in order to ensure effective connectivity and automated message transmission.

A.3 Part III (Electronic Invoice or Electronic Business Documents (payload)): covers the agreed content of the E-Invoice and Electronic Business Documents, including but not limited to the identification of the types of documents to be transmitted, the Format Standards to be used, any agreed requirements to transmit multiple Format Standards, applicable processing rules, and conversion services requested and to be provided (if any).

A.4 Part IV (Set Up and Service Procedures): Includes suggested topics to be addressed by the Parties in accordance with their specific needs and circumstances, such as set up and test procedures, service level agreements, performance measures and problem resolution.

The procedures may be clarified or depicted by use cases, diagrams and standard operating procedures commonly adopted within relevant industries, which, if agreed to, should be attached to this Description of Services.

Any supplemental matters should be agreed to by the Parties and set forth below in this Description of Services.

Model Interoperability Agreement

Appendix 1: Description of Services

Part I. Parties and Contact Information

A. Service Provider X	B. Service Provider Y
<p>Service Provider Name: _____ (SP X)</p> <p>Contact for Legal Notices:</p> <p>Contact Person: _____</p> <p>Address: _____</p> <p>_____</p> <p>E-mail: _____</p> <p>Phone: _____</p> <p>Technical Contact Person:</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>E-mail: _____</p> <p>Phone: _____</p> <p>Is SP X using a sub-contractor who will be an intermediary between SP X and SP Y? If yes, complete the following for each sub-contractor:</p> <p>Name of Service Provider X Intermediate Sub Contractor (ISC X):</p> <p>_____</p> <p>Contact Person:</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>E-mail: _____</p> <p>Phone: _____</p>	<p>Service Provider Name: _____ (SP Y)</p> <p>Contact for Legal Notices:</p> <p>Contact Person: _____</p> <p>Address: _____</p> <p>_____</p> <p>E-mail: _____</p> <p>Phone: _____</p> <p>Technical Contact Person:</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>E-mail: _____</p> <p>Phone: _____</p> <p>Is SP Y using a sub-contractor who will be an intermediary between SP X and SP Y? If yes, complete the following for each sub-contractor:</p> <p>Name of Service Provider Y Intermediate Sub Contractor (ISC Y):</p> <p>_____</p> <p>Contact Person:</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>E-mail: _____</p> <p>Phone: _____</p>

Part II Transport Protocol

Part II Transport Protocol		
<p>Check Each Applicable Box Below for Transmissions Between SP X and SP Y</p>		<p>Specify any additional details in boxes below. For boxes with an *, additional specifications are mandatory.</p>
<p>Network: (Complete a separate Description of Service for each type of Network Communication desired.)</p>	<p>Public Internet</p>	<p><input type="checkbox"/></p>

	VAN	<input type="checkbox"/>	* Name of VAN: _____
	VPN	<input type="checkbox"/>	*
	Other	<input type="checkbox"/>	* _____
TRP: Transport, Routing & Packaging Protocol:			
	HTTPs	<input type="checkbox"/>	
	HTTP	<input type="checkbox"/>	
	AS2	<input type="checkbox"/>	
	FTP	<input type="checkbox"/>	
	SFTP	<input type="checkbox"/>	
	Industry Protocol	<input type="checkbox"/>	
	Other	<input type="checkbox"/>	* _____
Max File Size			
	Max allowed	_____ MB	
Message Signing:			
	Yes	<input type="checkbox"/>	
	No	<input type="checkbox"/>	
If yes:	Certificate Self-Signed	<input type="checkbox"/>	*Name of Authority: _____
	Third Party Signed	<input type="checkbox"/>	Attach list of Certificate Authorities, which may be changed at request of either party without amending this Description of Services=
Message Level Encryption:	Yes	<input type="checkbox"/>	
	No	<input type="checkbox"/>	
Message Compression	Yes	<input type="checkbox"/>	
	No	<input type="checkbox"/>	

Technical Message Delivery Acknowledgement [Handshake]:	Yes	<input type="checkbox"/>	
	No	<input type="checkbox"/>	(Not Recommended)
If yes:	Asynchronous	<input type="checkbox"/>	
Or	Synchronous	<input type="checkbox"/>	
Message Enveloping:	RNIF MIME	<input type="checkbox"/>	
	Multi-part MIME	<input type="checkbox"/>	
	ZIP	<input type="checkbox"/>	
	Other	<input type="checkbox"/>	* _____
Message Syntax:	XML	<input type="checkbox"/>	
	EDIFACT	<input type="checkbox"/>	
	Other	<input type="checkbox"/>	* _____

Part III. Electronic Invoice or Electronic Business Documents (payload)

E-Invoice

This section describes SP-X and SP-Y commitments in order to create or support evidences to demonstrate authenticity of the origin and integrity of content of the E-Invoice in conformity with local VAT regulation.

Depending on Suppliers and Buyers, different mode can be set up between SP-X and SP-Y, like an EDI mode (Structure and transport controls) in one hand and e-signature mode (data sealing and control) on the other hand. In addition, SP-X and SP-Y can act both as SP-S or SP-B (bilateral exchange).

We recommend to describe precisely each mode, and especially:

- How evidence(s) to demonstrate authenticity of the origin is (are) built
- How evidence(s) to demonstrate integrity of the content is (are) built
- How legibility of the E-Invoice is provided

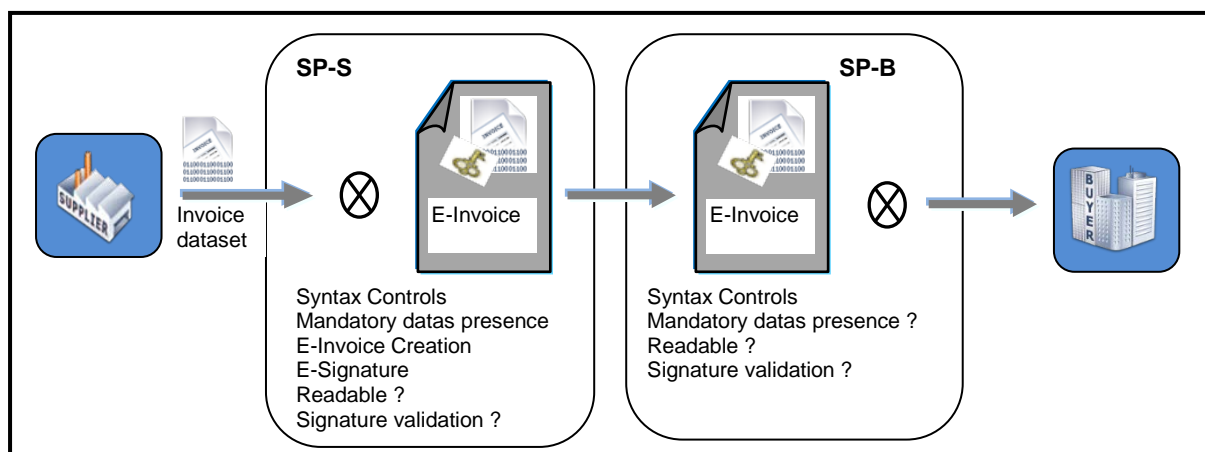
The following modes are only examples for different common modes, in order to illustrate what has to be described by Parties as E-Invoice minimum compliance request for each of them.

Mode 1: Full structured E-invoice file secured with a compliant electronic signature

SP-S : SP-X / SP-Y or both

SP-B : SP-Y / SP-X or both

Type of Document: Invoice, Credit Note, Debit Note



E-invoice : describe here what is considered as the E-Invoice (regarding VAT regulation), and the “original form” of for SPS or SPB. In that example this “original form” is identical in both sides.

In this example, the E-Invoice “original form” is the E-Invoice (full structured file like EDIFACT or XML) + e-signature with a valid and compliant certificate. Some other file can be embedded, as attached documents, like pdf (for legibility for instance).

This format must be described in a document (Message User Guide), that must be published or attached as an appendix to this Agreement.

Evidence to demonstrate authenticity of the origin of the E-Invoice:

- SP-S is mandated by the Supplier for creating the E-Invoice on its behalf (through an electronic invoicing mandate)
- SP-S guarantees that E-Invoice is created from a dataset received from the Supplier and under a process that has been validated by the Supplier (through a contract between SP-S and the Supplier).
- An electronic signature is applied with a valid certificate that belongs to the Supplier or SP-S or any third Party that has been mandated by the Supplier or SP-S.
- ... to be continued ...

Evidence to demonstrate integrity of the content of the E-Invoice :

- SP-S is mandated by the Supplier for creating the E-Invoice on its behalf (through an electronic invoicing mandate)
- SP-S commits to control

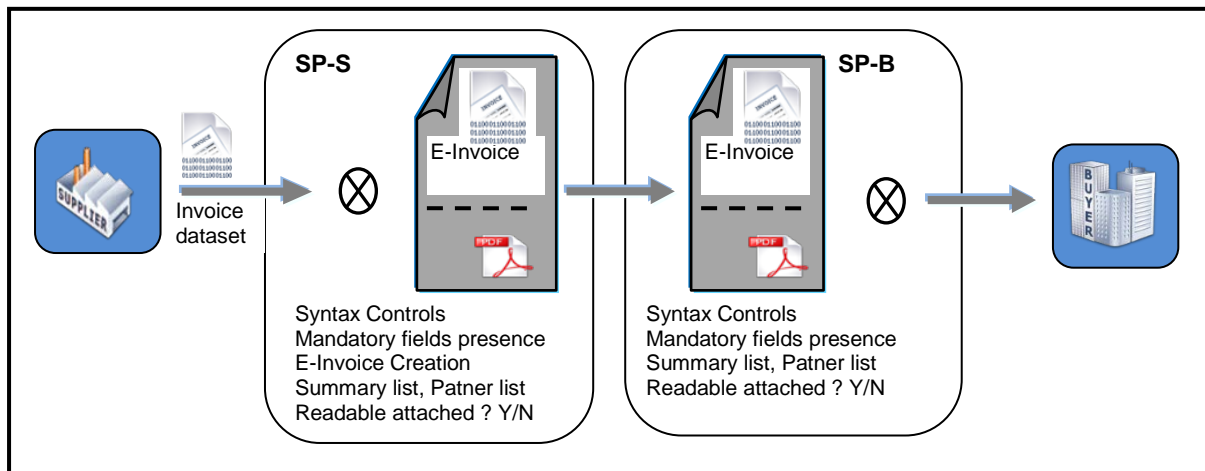
- *the E-Invoice message syntax (as described in the Message User Guide),*
- *the presence of all mandatory data regarding Supplier / Buyer / both Country(ies) VAT regulation,*
- *... to be continued (for instance SP-S might commit that an attached readable pdf contains no differences with the E-Invoice content on mandatory data at minimum) ...*
- *SPS-S commits that an electronic signature is applied to the E-Invoice with a valid certificate that belongs to the Supplier or SP-S or any third Party that has been mandated by the Supplier or SP-S (+ time stamping ?)*
- *Optional: SP-S commits to validate the E-Invoice signature (if asked by Supplier for this Buyer for instance)*
- *...*
- *SP-B commits to control*
 - *the E-Invoice message syntax (as described in the Message User Guide),*
 - *the presence of all mandatory data regarding Buyer (and maybe Supplier) Country(ies) VAT regulation,*
- *SP-B commits to validate E-Invoice signature (including certificate validity).*
- *...*

Electronic Signature & validation:

- Signature generation, created by SP-S on behalf of the Supplier (SP-S must have a mandate from its supplier): describe what kind of signature/certificate will be applied
 - *Single signature with a compliant certificate regarding Supplier Country VAT Regulation (add a list of certificates if necessary)*
 - *Single signature with a compliant certificate regarding Buyer Country VAT Regulation (add a list of certificates if necessary)*
 - *Double Signature with compliant certificates regarding both Supplier and Buyer Countries VAT regulation (add a list of certificates if necessary)*
 - *Time stamping (YES/NO)*
 - *Specificities for certain countries (for instance Italy)*
 - *...*
- *Signature validation: has to be made by SP-B, but it can be agreed differently*
 - *SP-S : pre validation of e-signature : Yes / No)*
 - *SP-B : ...*

Legibility:

- *SP-S and SP-B applications include functionalities to present to their customers (Supplier and Buyer) a full human being readable representation of the E-Invoice.*

Mode 2: Full structured E-invoice file secured with EDI procedures**SP-S** : SP-X / SP-Y or both**SP-B** : SP-Y / SP-X or both**Type of Document:** Invoice, Credit Note, Debit Note

E-invoice : describe here what is considered as the E-Invoice (regarding VAT regulation), and the “original form” of for SPS or SPB. In that example this “original form” is identical in both sides (as required in EDI mode).

In this example, the E-Invoice “original form” is the E-Invoice (full structured file like EDIFACT or XML). Some other file can be embedded, as attached documents, like pdf (for legibility for instance).

This format must be described in a document (Message User Guide), that must be published or attached as an appendix to this Agreement.

Evidence to demonstrate authenticity of the origin of the E-Invoice:

- SP-S is mandated by the Supplier for creating the E-Invoice on its behalf (through an electronic invoicing mandate)
- SP-S guarantees that E-Invoice is created from a dataset received from the Supplier and under a process that has been validated by the Supplier (through a contract between SP-S and the Supplier).
- SP-S and SP-B applications include functionalities to manage and archive a Partner list that monitors all partner relationship between Supplier and Buyer under this mode
- SP-S and SP-B applications include functionalities to manage and archive a Summary list which is an automatic and exhaustive journal of all E-Invoice sent or received containing a list of indexes as required in Supplier / Buyer VAT regulation, and that register potential errors in the different controls that has to be made on E-Invoice content.
- ...

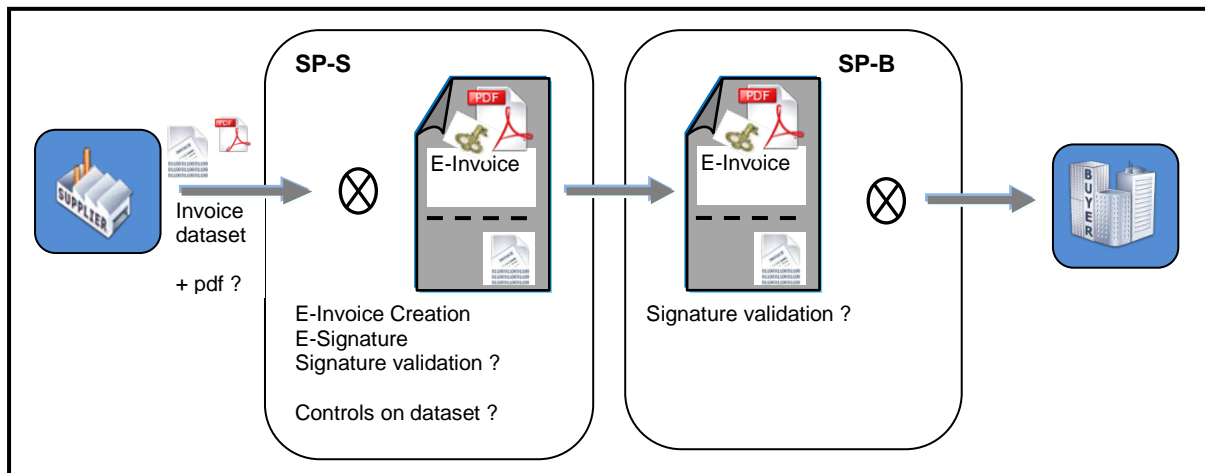
Evidence to demonstrate integrity of the content of the E-Invoice :

- SP-S is mandated by the Supplier for creating the E-Invoice on its behalf (through an electronic invoicing mandate)
- SP-S commits to control
 - the E-Invoice message syntax (as described in the Message User Guide),
 - the presence of all mandatory data regarding Supplier / Buyer / both Country(ies) VAT regulation,
 - ... to be continued (for instance SP-S might commit that an attached readable pdf contains no differences with the E-Invoice content on mandatory datas at minimum) ...
- SP-S commits not to create an invoice that did not pass the controls described above
- SP-S commits to manage and archive a Partner list and a Summary list as automatic and exhaustive journals of E-Invoicing relationships between Suppliers and Buyers and E-Invoice exchanges.
- ...
- SP-B commits to control

- *the E-Invoice message syntax (as described in the Message User Guide),*
- *the presence of all mandatory data regarding Supplier / Buyer / both Country(ies) VAT regulation,*
- *SP-B commits to manage a Partner list and a Summary list as automatic and exhaustive journals of E-Invoicing relationships between Suppliers and Buyers and E-Invoice exchanges.*
- *SP-B commits to inform SP-S to any anomaly found on controls*
- *...*

Legibility:

- *SP-S and SP-B applications include functionalities to present to their customers (Supplier and Buyer) a full human being readable representation of the E-Invoice.*
- *...*

Mode 3: Not structured E-invoice file secured with a compliant electronic signature**SP-S** : SP-X / SP-Y or both**SP-B** : SP-Y / SP-X or both**Type of Document:** Invoice, Credit Note, Debit Note

E-invoice : describe here what is considered as the E-Invoice (regarding VAT regulation), and the “original form” of for SPS or SPB. In that example this “original form” is identical in both sides.

In this example, the E-Invoice “original form” is a e-signed pdf or html. Some structured file can be attached in different ways (2 files with naming rules, or XML (as an envelope) with embedded e-signed pdf (which is the E-Invoice “original form”), or e-signed pdf with embedded xml or csv, ...). This structured file might not contain all invoice data, but only bottom and head data for instance (or only mandatory data regarding local VAT regulation) if only necessary to the Buyer to integrate the invoice in its accounting system. It can also be a full invoice dataset, but the E-invoice “original form” remains the non structured file (like a paper invoice is the original invoice despite an EDI dataset sent apart and used for accounting integration on the Buyer side).

Evidence to demonstrate authenticity of the origin of the E-Invoice:

- SP-S is mandated by the Supplier for creating the E-Invoice on its behalf (through an electronic invoicing mandate)
- SP-S guarantees that E-Invoice is created from a dataset and / or a pdf received from the Supplier and under a process that has been validated by the Supplier (through a contract between SP-S and the Supplier).
- An electronic signature is applied to the E-Invoice (the pdf) with a valid certificate that belongs to the Supplier or SP-S or any third Party that has been mandated by the Supplier or SP-S.
- ... to be continued ...

Evidence to demonstrate integrity of the content of the E-Invoice :

- SP-S is mandated by the Supplier for creating the E-Invoice on its behalf (through an electronic invoicing mandate)
- SP-S may commit to control (or may not in certain cases where the pdf is created by Supplier itself)
 - the attached structured file message syntax (as described in the Message User Guide),
 - the presence of all mandatory data in the attached structured file, regarding Supplier / Buyer / both Country(ies) VAT regulation,
 - ... to be continued ...
- SPS-S commits that an electronic signature is applied to the E-Invoice (pdf) with a valid certificate that belongs to the Supplier or SP-S or any third Party that has been mandated by the Supplier or SP-S (+ time stamping ?)
- Optional: SP-S commits to validate the E-Invoice signature (if asked by Supplier for this Buyer for instance)
- ...
- SP-S may commit to control
 - the attached structured file message syntax (as described in the Message User Guide),
 - the presence of all mandatory data in the attached structured file, regarding Supplier / Buyer / both Country(ies)

VAT regulation,

- SP-B commits to validate E-Invoice signature (including certificate validity).
- ...

Electronic Signature & validation:

- Signature generation, created by SP-S on behalf of the Supplier (SP-S must have a mandate from its supplier): describe what kind of signature/certificate will be applied
 - Single signature with a compliant certificate regarding Supplier Country VAT Regulation (add a list of certificates if necessary)
 - Single signature with a compliant certificate regarding Buyer Country VAT Regulation (add a list of certificates if necessary)
 - Double Signature with compliant certificates regarding both Supplier and Buyer Countries VAT regulation (add a list of certificates if necessary)
 - Time stamping (YES/NO)
 - Specificities for certain countries (for instance Italy)
 - ...
- Signature validation: has to be made by SP-B, but it can be agreed differently
 - SP-S : pre validation of e-signature : Yes / No)
 - SP-B : ...

Legibility:

- Legibility is guaranteed by the e-signed pdf that constitutes the “original” E-Invoice.
-

Mode 4: *E-invoice file secured with Audit trail & Business controls*

SP-S : *SP-X / SP-Y or both*

SP-B : *SP-Y / SP-X or both*

Type of Document: *Invoice, Credit Note, Debit Note*

E-invoice : *describe here what is considered as the E-Invoice (regarding VAT regulation),*

Evidence to demonstrate authenticity of the origin of the E-Invoice:

- *To be determined ...*
- *...*

Evidence to demonstrate integrity of the content of the E-Invoice :

- *To be determined ...*
- *...*

Legibility:

- *To be determined ...*
- *...*

Documents to be Sent and Received

Sending Party (Circle applicable choice)	Receiving Party (Circle applicable choice)	Types of Documents to be sent or delivered	Format Standard	Version	Check if Document to be signed by Sender's Service Provider (Attach list of Certificate Authorities or Certificates, which may be changed at request of either party without amending this Description of Services)
SP-X SP-Y	SP-X SP-Y	E-Invoice			
SP-X SP-Y	SP-X SP-Y	E-Invoice Response			
SP-X SP-Y	SP-X SP-Y	Purchase Order			
SP-X SP-Y	SP-X SP-Y	Purchase Order Response			
SP-X SP-Y	SP-X SP-Y	Delivery Note			
SP-X SP-Y	SP-X SP-Y	Credit Note			
SP-X SP-Y	SP-X SP-Y	Debit Note			
SP-X SP-Y	SP-X SP-Y	Remittance Advices			
SP-X SP-Y	SP-X SP-Y	Message Acknowledgements			
		Attach list of Electronic Business Documents, which list may be changed on agreement of the parties without amending this Description of Services			

Scope of Agreement Regarding Geography and Customers to be Served (Parties to complete)

Part IV SET UP AND SERVICE PROCEDURES

Set-up and test procedures

Service level criteria and procedures including:

Agreed performance measures for traffic and incidents

Problem resolution procedures,

Escalation procedure for disputes

Procedures for reporting of traffic and incidents

Identification of technical representatives

Part V FEES

Per Document Fees, if any, are agreed as follows:

[Commentator's note: If a per document fee is included, the Parties are encouraged to review in particular Sections 6 (Service Warranties), 14 (limitations of liability) and the service level agreement contained in this Appendix and any other provision that in the opinion of the Parties should be varied based on the amount of financial consideration paid.]

This Description of Service is agreed to on this ____ day of _____ 20__:

SP - X _____ **SP - Y** _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____