Peppol Service Provider Agreement

Version: 4.0.1
Approved on: 23 June 2022

This Peppol Service Provider Agreement is entered by and between:

<Name of organisation>
Legal identifier (if applicable): <> (<registry>)
acting in the role as **Peppol Authority** within the Jurisdiction referenced in Annex 2,

and

<Name of organisation>
Legal identifier (if applicable): <> (<registry>)
acting in the role as **Peppol Service Provider**.

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1. The Parties

1.1. This agreement is entered by and between:

1.1.1. **<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 Annex 2, and

1.1.2. **<Name of organisation>**
Legal identifier (if applicable): <> (<registry>)
acting in the role as **Peppol Service Provider** (and hereafter referred to by that name).

2. Scope of the Agreement

2.1. As a result of this Agreement, the Peppol Service Provider will be authorised to provide Peppol Services based on the Peppol Interoperability Framework in the Peppol Service Domains stated in Annex 4.

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 must be explicitly enumerated on a separate annex overview document (Annex 1) which is signed by both Parties. 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 the last date signed by the parties in clause 4.2.

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

	For the Peppol Authority	**For the Peppol Service Provider**
Name		
Position		
Signature		
Date signed		

5. Peppol Service Provider Agreement Terms and Conditions

5.1. The terms and conditions of this Agreement will be applied equally by the Peppol Authority towards all Peppol Service Providers and are subject to the Change Management principles set out in clause 13.

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 that is responsible for the business content of the datasets that is exchanged (by sending and/or receiving) with another such entity using Peppol Services over the Peppol Network.

6.1.3. **Peppol Coordinating Authority**: The organisation acting as the 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 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 as further described in Annex 2.

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

6.1.7. **Peppol Interoperability Framework**: The set of artifacts (i.e., agreements, policies, procedures and technical specifications) which together ensure interoperability in the Peppol Network. It consists of the Peppol Architectural Framework and the Peppol Governance Framework and evolves according to the change management provisions set forth in the Internal Regulations and the Operational Procedures and the principles set out in this agreement.

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.

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

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End Users with the desired interoperability.

6.1.10. **Peppol Services**: Services provided by a Peppol Service Provider in compliance with a 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 part of the Peppol Architectural Framework that enables interoperability in the exchange of business documents between End Users of the Peppol Network.

7. Purpose of the Agreement

7.1. The Peppol Authority and the Peppol Service Provider, hereinafter individually referred to as "Party" and together referred to as "the Parties", have entered into this agreement ("the Agreement") to specify the legal terms and conditions under which:

7.1.1. The Peppol Service Provider shall provide the required Peppol Services within the Peppol Service Domains in which it is authorised in order to provide End Users of the Peppol Network with interoperability in their exchange of information and datasets.

7.1.2. The Peppol Authority shall ensure that the Peppol Services provided by the Peppol Service Provider are provided in compliance with the Peppol Interoperability Framework to ensure consistency across the full Peppol Network.

7.2. On the basis of the Agreement, and subject to the Peppol Authority maintaining its legal standing with the Peppol Coordinating Authority, the Peppol Service Provider has the right to access and use the central common services made available by the Peppol Coordinating Authority.

7.3. 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.

7.4. Neither Party may conclude agreements that are legally binding for the other Party or in any other way represent the other Party.

7.5. The Parties' relationship with End Users of the Peppol Network is not regulated in the Agreement, except as expressly provided in clause 17 regarding Confidentiality and in clause 9 regarding the responsibility of the Peppol Service Provider.

7.6. 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

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or requirement incumbent on the identified Party or Parties.

8. Roles and Responsibilities of the Peppol Authority

8.1. The Peppol Authority declares that it has entered into a Peppol Authority Agreement with the Peppol Coordinating Authority authorising it to enter into this Agreement in relation to the Peppol Network within its Jurisdiction. The Peppol Service Provider's activities under this Agreement fall within the scope of that Jurisdiction. The resulting roles and responsibilities of the Peppol Authority shall include:

8.1.1. Participating, within its Jurisdiction, to the operations of a mechanism for granting and revoking the ability of Peppol Service Providers to provide Peppol Services over the Peppol Network, as provided for by the Peppol Coordinating Authority.

8.1.2. Providing 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. The Peppol Authority shall also provide support to all Peppol Service Providers on issues and questions related to its own PA Specific Requirements.

8.1.3. 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. Subjects to be covered in such forum shall include, but is not limited to, information on activities and developments related to the Peppol Interoperability Framework and the evolution of the Peppol Network.

9. Roles and Responsibilities of the Peppol Service Provider

9.1. Peppol Service Providers are acting on behalf of their End Users connected to the Peppol Network in order to facilitate the exchange of Peppol Dataset Types between them. The End User remains fully responsible for the business content of the datasets exchanged including compliance to relevant law as well as for any resulting business commitment.

9.2. The Peppol Service Provider shall ensure that there is a contractual relationship in place with the End User, either directly with the Peppol Service Provider or indirectly through an intermediary with whom the Peppol Service Provider has a contractual relationship, clearly stating:

a) that the Peppol Service Provider is entitled to perform the relevant Peppol Services, including receipt and/or transfer of Peppol Dataset Types, on behalf of or for the benefit of End Users,

b) that the End User remains fully responsible for the business content of the datasets exchanged including their compliance to relevant law as well as for any resulting business commitment,

c) the existence and role of the Peppol Network, and a reference to where relevant

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contact points are available, and

d) that the End User will be blocked from the Peppol Network in case fraud, spam or other criminal acts are noted by or on behalf of the End User.

The Peppol Service Provider is responsible and liable for ensuring at all times that all parts of such contractual relationship with End Users respects the terms of this Agreement and the Peppol Interoperability Framework in general, and that the correct identity of the End User is verified in accordance with the Entity Identification provisions stipulated by the Internal Regulations and/or Operational Procedures and applicable PA Specific Requirements as part of onboarding of an End User. The Peppol Service Provider shall furthermore provide the Peppol Authority upon its reasonable request with adequate evidence of compliance with these obligations towards the End Users.

9.3.   The Peppol Service Provider shall always have and maintain for the duration of the Agreement a valid membership in OpenPeppol AISBL as described in the OpenPeppol Statutes.

9.4.   All Peppol Services provided by the Peppol Service Provider shall be in compliance with the Peppol Interoperability Framework, including specific requirements defined by a Peppol Authority subject to the conditions in clause 11, as well as any relevant national law and any requirements applicable within the Jurisdictions in which any part of the Agreement is performed. If the Peppol Service Provider becomes aware of any actual or suspected material breach of its obligations, it must report it to the Peppol Authority as soon as reasonably possible, and at the latest within five (5) business days after confirming the breach, and comply with any reasonable directions given by the Peppol Authority in relation to any investigation or further reporting of the actual or suspected breach. This responsibility shall include:

9.4.1.   Performing the necessary testing required to ensure that its service offerings to End Users of the Peppol Network are in compliance with the Peppol Interoperability Framework and any special requirements applicable within the Jurisdictions within which it operates.

9.4.2.   Logging all activities executed by its services, including the sending and receiving of business documents and datasets, to the extent possible under applicable law for support and traceability purposes. Such logs shall be kept for the period prescribed by law, but no less than 3 months. The Peppol Service Provider shall, on reasonable request from other actors directly involved in sending and receiving datasets or from the Peppol Authority, reveal or give access to relevant data from the logs provided that the data is not subject to a duty of confidentiality in which case the prior written consent of the End User shall be retrieved.

9.4.3.   Having backup, continuity and recovery procedures in place for all its Peppol Services.

9.4.4.   Paying attention to alerts, warnings and "hot-fixes" published by the Peppol Coordinating Authority, and acting accordingly in a professional, diligent and timely

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manner adhering to any published migration plans and mandated dates.

9.4.5.   Providing support services to the End Users it services. Such support services shall include:

   a) Providing set-up and support services to its own customers,

   b) Provide contact information, such as an e-mail address and telephone number, that can be used for reporting of incidents, such as system failures, security incidents or other emergency situations,

   c) Responding to reported incidents, and

   d) Providing for subscription to service messages (e.g., service windows).

9.4.6.   Engaging with other Peppol Service Providers to resolve issues related to transfer of Peppol Dataset Types between them.

9.4.7.   Escalating support issues that the Peppol Service Provider cannot resolve to the Peppol Authority.

9.4.8.   Making data available to the Peppol Authority and/or the Peppol Coordinating Authority, in order to ensure compliance with the present Agreement and the Peppol Governance Framework, as well as for statistical purposes according to the tool and template established as part of the Data and Reporting provisions stipulated by the Internal Regulations and/or the Operational Procedures. Such aggregated and statistical data may be made available by the Peppol Coordinating Authority to third parties if this is permitted by the Data and Reporting provisions.

9.4.9.   Ensure that it has sufficient resources for the readiness, testing, operation and maintenance of its services according to the minimum service level requirements defined for the Peppol Service Domain in which it is offering its Peppol Services. If the minimum service levels cannot be met due to insufficient capacity the Peppol Service Provider shall scale its systems to a level appropriate for handling the workload. The Peppol Service Provider does not have to fulfil the agreed minimum service levels if:

   a) It is under a denial of service (DoS) attack or other hostile attacks that have a negative impact on the service levels and that could not reasonably be avoided, or

   b) Special conditions apply and the Peppol Authority has approved lowering the service level requirements for a specific time period and under specific conditions.

9.5.   In addition to the responsibilities outlined in clause 9.4 Peppol Service Providers offering Peppol Services related to the exchange of Peppol Dataset Types shall:

9.5.1.   Submit correct and updated metadata regarding its technical capabilities and the

services provided to End Users to the relevant provider of Peppol Addressing and Capability look-up services.

9.5.2.   Process datasets to ensure that all related tasks are accomplished in accordance with the Agreement and the agreements it has made with the End User that it services according to clause 9.2.

9.5.3.   Ensure that the datasets sent on behalf of the End User it services are technically correct and valid according to the rules defined for the relevant Peppol Dataset Type.

9.6.   In addition to the responsibilities outlined in clause 9.4, Peppol Service Providers offering Peppol Addressing and Capability look-up oriented Peppol Services shall use all reasonable endeavours to ensure that the metadata provided by its services are correct and updated and gives a correct description of the services accessible.

9.7.   If indications of fraud, spam or other criminal acts are observed about an End User of the Peppol Network, the Peppol Authority may instruct the Peppol Service Provider to block that End User from using the Peppol Network.

9.8.   In the performance of its responsibilities as set out herein, the Peppol Service Provider shall at all times 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 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 Peppol Service Provider shall maintain appropriate and up to date documentation on any measures and efforts deployed under clause 10.3, and will make relevant sections of such documentation (as needed to prove compliance to this section of the Agreement) available upon first written reasonable request of the Peppol Authority.

10.5.   The Parties shall notify each other and other implicated actors in the Peppol Network

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at the designated contact point in Annex 3, 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.

10.6.   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 and work diligently with partners to correct them.

10.7.   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.   Peppol Authorities are authorised to define specific requirements, beyond those universally enforced through the Peppol Interoperability Framework. Such specific 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.   Peppol Authorities may run their own accreditation schemes to ensure compliance of Peppol Service Providers with their specific requirements.

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 Peppol Service Provider shall ensure that an End User of the Peppol Network is fully enabled to support the relevant Peppol BIS and Peppol Dataset Types applicable to the Peppol Service Domains in which it is authorised.

12.3.   The Peppol Coordinating Authority may grant an exception from clause 12.2 for some 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 the 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

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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 cast of the Peppol Authorities.

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 the Peppol Network, including both Parties to the Agreement.

13.3. The Parties shall implement approved new versions of the Agreement or other components of the Peppol Interoperability Framework 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 minimum period of 6 months to implement the revised agreement unless it is clear that the revision will not detrimentally affect or interfere with the running operation or the compliance with legal obligations of the Parties in which case the Parties shall be granted a minimum period of 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 22.5.

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 these 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 the obligations according to the Agreement.

14.2. 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. 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 Network 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).

14.3. The Peppol Authority cannot charge the Peppol Service Providers or End Users for connecting to or using the Peppol Network or for using the Peppol Interoperability Framework.

14.4. There shall be no charge for any services provided in the context of this Agreement between Peppol Service Providers offering Peppol Services related to the exchange of Peppol Dataset Types, nor can the Peppol Service Provider charge the Peppol Authority or the Peppol Coordinating Authority for the execution of its responsibility under the Agreement.

14.5. The Peppol Service Provider shall freely and independently determine its business model and pricing towards the End Users connected to the Peppol Network to whom it provides its services and shall independently collect any charges from these.

14.6. The Peppol Service Provider recognises and accepts that the Peppol Coordinating Authority may charge a membership fee to the Peppol Service Provider contracting with the Peppol Authority.

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 supervising duties (including communication to the Peppol Coordinating Authority) to a Peppol Service Provider, and the Peppol Service Provider agrees not to provide any such duty.

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.

16. End User Data Ownership and Permission to use

16.1. The intellectual property rights and right to use the content of datasets and their associated metadata which is processed by the Peppol Service Provider is owned by

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the relevant End Users in relation to their datasets. The Peppol Service Provider warrants and represents that it will not claim or otherwise seek to obtain any ownership rights to such data, nor any intellectual property rights or usage rights that are essentially equivalent to ownership rights to such data.

16.2.   The Peppol Service Provider is not allowed to collect, distribute or make accessible to third parties the content of datasets, or their associated metadata, other than to the extent required for operation of the Peppol Network as required by this Agreement, or as otherwise agreed with or instructed by the End User of the Peppol Service Provider, or as required by mandatory binding law which applies to the Peppol Service Provider.

17.   Confidentiality and Data Protection

17.1.   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.

17.2.   The Parties understand and respect that each Party may be subject to varying obligations under applicable legislation and/or regulations concerning confidentiality and data protection.

17.3.   Either Party undertake to preserve confidentiality of any data, documents or other material that they have received from the other Party or otherwise in relation to the execution of their responsibilities and services under this Agreement and which are identified as confidential in relation to the execution of their responsibilities. The content of datasets are always considered as confidential.

17.4.   Information, which is subject to confidentiality under clause 17.3, 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, regulations or by agreement.

17.5.   The Parties may, however, disclose information related to the existence of service contracts within their domain of responsibility unless explicitly agreed otherwise.

17.6.   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 Party's breach of confidentiality, subject to the limitations set out in clause 19.

17.7.   The obligation of confidentiality does not, however, apply to material and information

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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.

17.8.   The Parties shall protect any personal data they receive, collect and otherwise process in relation to this Agreement according to the provisions set in relevant legislation.

17.9.   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. Any provisions in this Agreement that affect data protection compliance, including with respect to data retention, shall be implemented in relevant agreements applicable between the Peppol Service Provider and the End User.

17.10. Any obligation of confidentiality and data protection shall survive termination of the Agreement.

18.   Penalties and Revocation of Services in Case of Non-compliance

18.1.   As soon as the Peppol Authority becomes aware of a possible situation of non-compliance with the provisions of this Agreement or with the Peppol Interoperability Framework, or of any other situation that may endanger the correct functioning of the Peppol Network, it has the right to initiate an investigation to confirm the cause of the situation as well as the consequence on the Peppol Network as a whole. The Peppol Service Provider is required to provide any information and any other collaboration that the Peppol Authority reasonably requires to conduct this investigation and shall cooperate in good faith and at its own reasonable expense with any investigatory measures required by the Peppol Authority.

18.2.   Once a situation of non-compliance is confirmed, the Peppol Authority shall inform the Peppol Service Provider about the observed situation by sending a warning note, with copy to the Peppol Coordinating Authority. The warning note shall:

a) clearly identify the nature of the non-compliance,

b) give the Peppol Service Provider the possibility to correct the situation by providing, within five (5) working days of being notified by the Peppol Authority, a realistic plan for correcting the non-compliance, including the timeline foreseen

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by the Peppol Service Provider, and

c) identify the penalties that will be enforced if the non-compliance is not corrected.

18.3. The escalation process and type of penalties that may be enforced by the Peppol Authority on Peppol Service Providers having confirmed non-compliant Peppol Services within a Peppol Service Domain are:

a) Publication of the fact that the Peppol Service Provider is in a non-compliance situation on the closed member site of OpenPeppol,

b) Publication of the fact that the Peppol Service Provider is in a non-compliance situation on the public website of OpenPeppol and on the website used by the relevant Peppol Authority for market communication,

c) Temporarily remove the ability for the Peppol Service Provider to provide Peppol Services over the Peppol Network for a limited period of time, or

d) Permanently remove the ability for the Peppol Service Provider to provide Peppol Services over the Peppol Network.

18.4. If the situation of non-compliance continues over time, the Peppol Authority may initiate the next step in the escalation process as described in clause 18.3. For each step in the escalation process the Peppol Authority shall send a warning note with a defined timeline for the Peppol Service Provider to correct the situation.

18.5. Notwithstanding the provisions in clause 18.4 above, if the situation of non-compliance is ongoing and is sufficiently serious to warrant immediate action, the Peppol Authority may request the Peppol Coordinating Authority to temporarily remove the ability of the Peppol Service Provider to provide Peppol Services over the Peppol Network with immediate effect. This may only be done after first conferring with the Peppol Coordinating Authority about the risk to the Peppol Network and the potential consequences to the Peppol Service Provider and affected End Users. The Peppol Authority shall send the notice described in clause 18.2 immediately after temporarily removing the access and such notice shall also describe how the Peppol Service Provider can correct the situation to restore access.

18.6. The Peppol Authority may extend the temporary removal of the ability to provide Peppol Services, depending on conditions set up by the Peppol Authority.

18.7. If the Peppol Service Provider fails to respond within the set time-limit the Peppol Authority may further escalate the process by permanently removing the ability for the Peppol Service Provider to provide Peppol Services over the Peppol Network.

18.8. If the ability to provide Peppol Services over the Peppol Network is temporarily or permanently removed the Peppol Authority shall immediately notify other relevant actors in the Peppol Network.

18.9. When issues preventing other actors from using the Peppol Network have been identified, the Peppol Authority may instruct the Peppol Service Provider to implement countermeasures with immediate effect.

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19. Liability

19.1. Each Party is liable for the acts, failures or omissions of its employees, consultants and subcontractors, including any violation of the terms of this Agreement by such employees, consultants or subcontractors to the same extent as if said acts, failures or omissions was undertaken by the Party itself. 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 instructions given under 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.

19.2. 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.

19.3. 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 € 500 000.00 per event giving rise to liability (irrespectively of the number of Peppol Service Providers, End Users or the number of datasets impacted by a single event), and an annual maximum of € 1 000 000.00, 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.

19.4. 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 regarding 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 service, 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 due to binding national law, the Party shall only be permitted to require the use of the services of an intermediary where it has agreed to indemnify the other party.

20. Force Majeure

20.1. 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.

20.2. 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.

20.3.   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.

21.   Assignments and Amendments to the Agreement

21.1.   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 modification of annexes, shall always be subject to the Change Management principles set out in clause 13.

21.2.   Changes to the scope of the Peppol Service Domains for which the Peppol Service Provider has been authorised to provide Peppol Services as referenced in Annex 4 shall be given effect by signing of a new version of Annex 4 only. Signing changes to Annex 4 cannot be unreasonably withheld by the Peppol Authority.

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

21.4.   As a derogation from clause 21.3, the Peppol Coordinating Authority is entitled (but not required) to assume all responsibilities of the Peppol Authority under this Agreement, if the Peppol Authority Agreement between the Peppol Authority and the Peppol Coordinating Authority is terminated, for whatever reason or cause. In this case, the Peppol Authority shall be required to communicate the contact information of the Peppol Service Provider to the Peppol Coordinating Authority, and the Peppol Coordinating Authority shall give written notice to the Peppol Service Provider in relation to the transfer of responsibilities, including by specifying the exact date on which the transfer shall enter into effect. Such notice shall be provided at least fifteen (15) business days before the transfer shall enter into effect. The Peppol Service Provider may object to this transfer in writing, at least ten (10) business days before the transfer shall enter into effect. If no such written objection is provided, the Peppol Coordinating Authority shall assume all rights and responsibilities of the Peppol Authority under this Agreement towards the Service Provider as of the date of transfer indicated. This assumption of rights and responsibilities shall not extend to any liabilities that the original Peppol Authority could be required to bear towards the Peppol Service Provider at the time of transfer; the original Peppol Authority remains solely and exclusively responsible and liable for any such liabilities and claims relating thereto. If the Peppol Service Provider does provide a written objection, the Agreement is terminated when the Peppol Authority Agreement between the Peppol Authority and the Peppol Coordinating Authority is terminated.

22. Term and Termination of the Agreement

22.1.   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.

22.2.   The Agreement is valid until terminated by one of the Parties giving the other Party six (6) months written notice.

22.3.   Either Party may terminate the Agreement 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 acts in wilful or criminal misconduct, which may reflect negatively on the latter Party.

22.4.   The Agreement is terminated automatically and without further notice if either Party ceases its membership of OpenPeppol AISBL, or if the Peppol Authority is no longer recognised as such within the Peppol Network. Termination of membership shall serve as notice of termination of the Agreement.

22.5.   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 either Party does not wish to accept. In this instance, the terminating Party must give a written notice to the other Party, stating the date on which the termination will enter into effect. This date of termination must be prior to the date on which the change to the Peppol Interoperability Framework would enter into effect. The terminating Party shall send this written notice as soon as reasonably practicable upon deciding that it will not accept the change.

22.6.   The Parties are obliged to inform third parties that are affected by the termination of the Agreement for whatever reason or cause, by the giving of written notice. If notice is given upon termination of 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.

22.7.   Upon termination of the Agreement, for whatever reason or cause, the Peppol Service Provider shall no longer be permitted to use, or endorse, enable or support third parties to use, the Peppol Network.

23. Dispute Resolution

23.1.   Any disagreement arising between the Parties concerning any matter arising out of

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or in connection with this Agreement shall be settled through negotiation.

23.2. If settlement through negotiation 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 courts of the country in which the Peppol Authority has its head office. Said court shall then have sole jurisdiction.

23.3. 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.

24. Disputes Between the Peppol Service Provider and the Peppol Coordinating Authority

24.1. Any dispute between the Peppol Service Provider and the Peppol Coordinating Authority in connection with this Agreement is governed by the law of Belgium and shall be referred to the competent courts of Brussels. Said courts shall then have sole jurisdiction.

24.2. Any liability exemptions and limitations that apply to the Peppol Authority under the present Agreement as stated in clause 19 shall also apply in an equivalent manner, wherever reasonably possible, to the Peppol Coordinating Authority in any disputes between the Peppol Service Provider and the Peppol Coordinating Authority.

25. Governing Law

25.1. Without prejudice to any mandatory national law which may apply to the Parties, the Agreement is governed by the law of the country and/or region/territory in which the Peppol Authority has its head office.

26. Severability

26.1. If any provision of this Agreement becomes invalid, illegal or unenforceable, it shall 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.

27. Entire Agreement

27.1. 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 hereto.

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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
Annex 4	Authorised Peppol Service Domains

Signature

The Parties agree that the above list of annexes becomes effective as of the last date signed by the parties in the table below, 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 Authority	For the Peppol Service Provider
Name		
Position		
Signature		
Date signed		

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:

Territorial coverage of the Peppol Authority	\<Identification of the territory within which the role, responsibilities and specific requirements of the Peppol Authority apply\>
Peppol Service Domain coverage of the Peppol Authority	\<A list of the Peppol Service Domains within which the role, responsibilities and specific requirements of the Peppol Authority apply. Choose from the following Peppol Service Domains: • Pre-award Procurement • Post-award Procurement • Addressing and capability look-up
If applicable, Peppol Service Domains specific to the Peppol Authority	\<A list of Peppol Service Domains that may have been established as specific to the territorial jurisdiction of the Peppol Authority, such as National Service Domains\>

Signature

The Parties agree that the content of this annex becomes effective as of the last date signed by the parties in the table below, 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 Authority	For the Peppol Service Provider
Name		
Position		
Signature		
Date signed		

Annex 3 – Contacts

For the Peppol Coordinating Authority

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

Organisation legal name	OpenPeppol 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)

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

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

Email	openpeppol@peppol.eu

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

URL	https://openpeppol.atlassian.net/servicedesk/customer/portal/1

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1040 Brussels Belgium

Corporate identification number 0848.934.496 (Register of Legal Entities Brussels).

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	
Email	

For the Peppol Service Provider

The below stated organization has been authorised to act as a Peppol Service Provider:

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 Service Provider:

Name	
Address	
Email	

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

URL	
Email	
Telephone	

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

URL	
Email	

The contact point stated below shall be used for subscription to service messages from the Peppol Service Provider:

URL	
Email	

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Signature

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	For the Peppol Authority	For the Peppol Service Provider
Name		
Position		
Signature		
Date signed		

Annex 4 – Authorised Peppol Service Domains

The Peppol Service Provider will be authorised to provide Peppol Services based on the Peppol Interoperability Framework in the Peppol Service Domains listed below:

Authorised Peppol Service Domains	<A list of the Peppol Service Domains within which the Peppol Service Provider will be authorised to provide Peppol Services.>

Signature

The Parties agree that the content of this annex becomes effective as of the last date signed by the parties in the table below, 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 Authority	For the Peppol Service Provider
Name		
Position		
Signature		
Date signed		

Version history

The content in this section is for administrative purposes only and not considered part of the agreement document itself.

Version number	Approval date	Changes implemented
4.0.0	28 October 2021	Initial version of the revised Peppol Agreement Framework
4.0.1	23 June, 2022	Errata Corrigenda version to correct editorial errors affecting the following clauses: • § 4.1 and all annexes: changed the way in which the effective date is expressed • § 6.1.4: corrected formatting error • Annex 2: added clarification on relevant Peppol Service Domains and National Service Domains