

# Peppol

The future is open

## Revised PEPPOL Service Provider Agreement

Discussion with PEPPOL Service Provider Community  
October 16, 2019

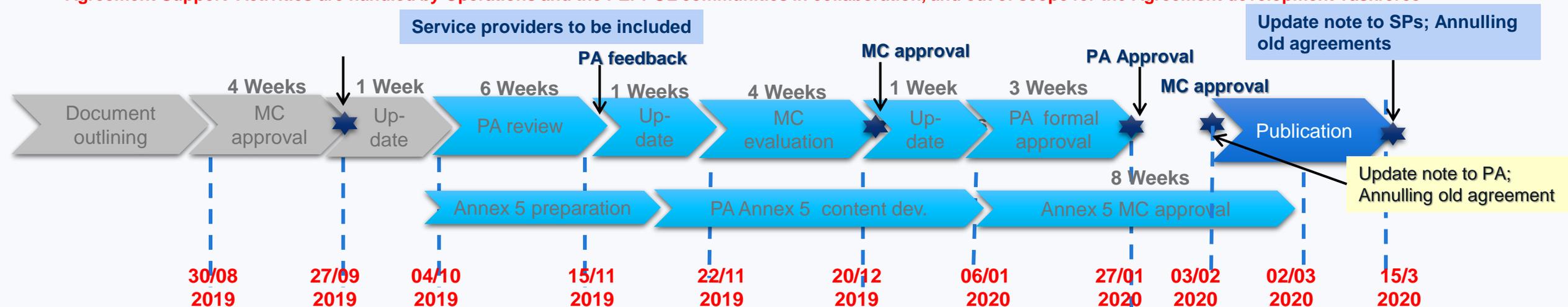
Jostein Frømyr, PEPPOL Agreement Coordinator

[www.peppol.eu](http://www.peppol.eu)

PEPPOL is owned by OpenPEPPOL AISBL

# Next steps

Agreement Support Activities are handled by Operations and the PEPPOL communities in collaboration, and out of scope for the Agreement development Taskforce



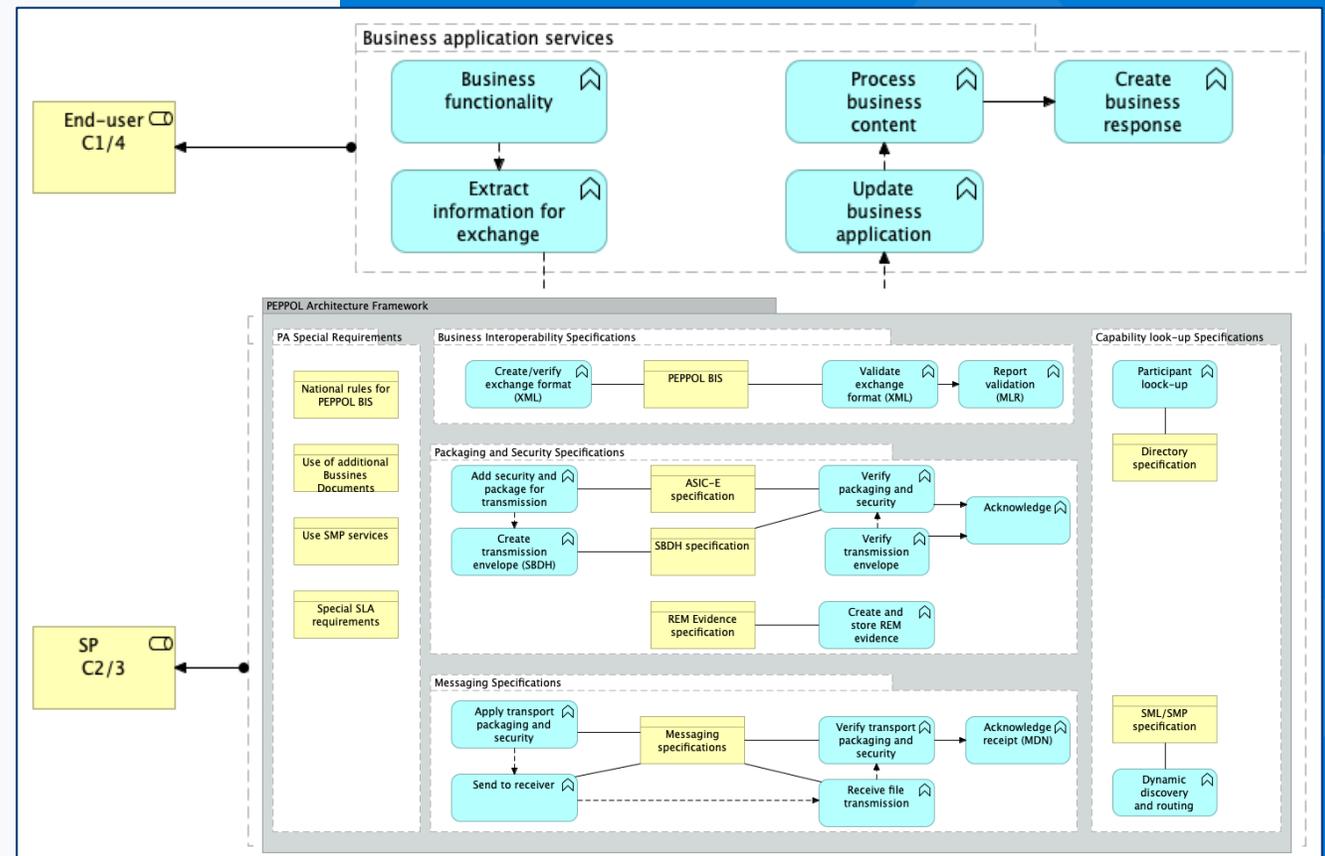
When	Who	What
Nov. 15	PAs	Deadline for submission of Review comments
Nov. 15 - 22	Task Team	Update agreement documents based on received comments
Nov. 22 - Dec. 20	MC	Evaluate and agree on final agreement documents
Jan. 6 - 27, 2020	PA	Formal approval of agreement documents
→ Jan. 6, 2020	PA	Documentation of PA Special requirements
Feb. 3, 2020	OO	Publication of new PEPPOL Agreement Framework
Feb. 3, 2020 →	OO	Initiate migration



# Correct business content vs. technical compliance

The end-user [C1&4] remains fully responsible for the business content of the documents exchanged including their compliance to relevant law as well as for any resulting business commitment (§4.1)

All PEPPOL Services provided by the PEPPOL Service Provider [C3&4] shall be in compliance with the relevant building blocks of the PEPPOL Interoperability Framework [or more precisely the PEPPOL Architecture Framework] (§4.5)



# Service level requirements

[The PEPPOL Service Provider shall] ensure that it has sufficient resources for the readiness, testing, operation and maintenance of its services according to the minimum service levels defined for the PEPPOL Service Area in which it is offering its services (§4.5.10).

Published and maintained as part of the PEPPOL Architecture Framework.

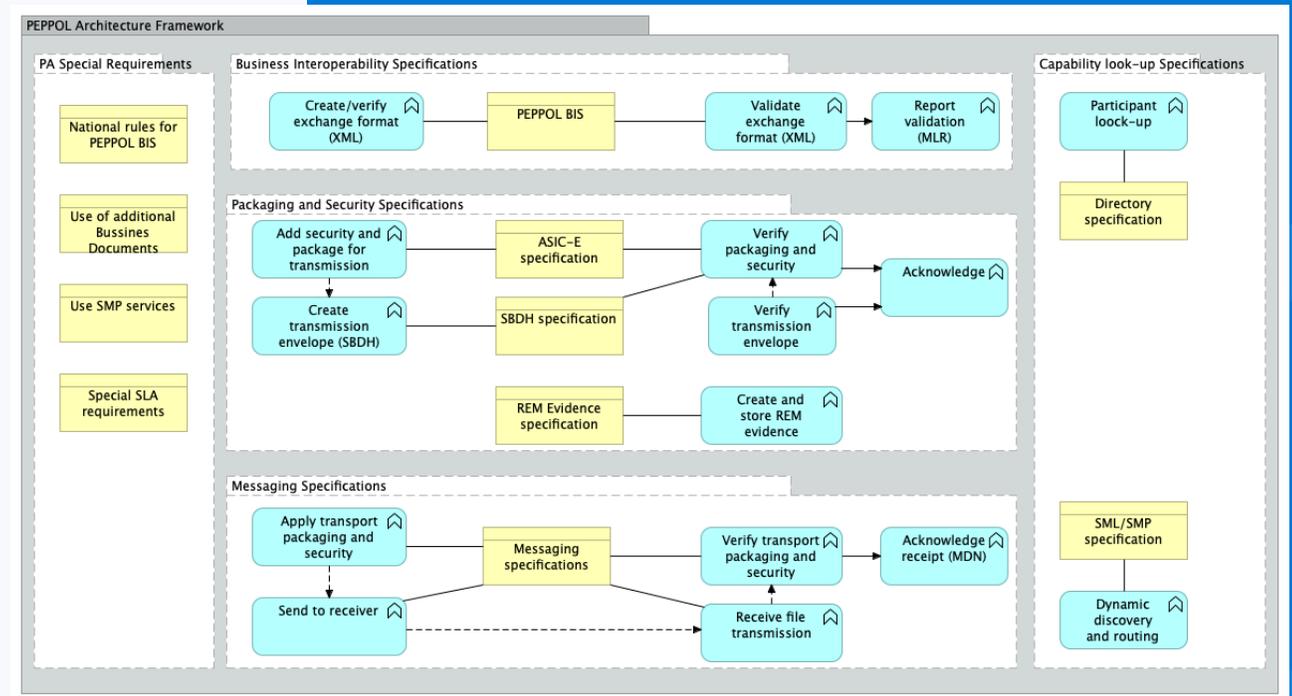
	Pre-award	Post-Award	Capability look-up (SMP)
The PEPPOL Service shall be configured with a timeout (the period during which the service, once initiated, shall not terminate due to lack of activity)	No less than 60 seconds	No less than 120 seconds	No less than 60 seconds
The PEPPOL Service shall be able to handle PEPPOL Business Documents up to the size stated.	2 GB	100 MB	Not applicable
The PEPPOL Service is considered unavailable if it is not reachable for a continuous period of time or for other reasons is not able to handle incoming messages or requests in a secure manner.	120 seconds	10 seconds	10 seconds
The PEPPOL Service shall be available, measured as a monthly average including service windows (total number of hours in the month divided by the number of hours the service was unavailable).	99,65%	99.5 %	99.5 %
In case a requested action (e.g. request to send a PEPPOL Business Document or request to provide a look-up) cannot be performed, a failure report shall be returned to the affected end-user.	Yes	Yes	Yes
A receiving PEPPOL Service shall send a technical receipt at communication protocol level (e.g. an MDN) to the sending PEPPOL Service within the stated period of time after having received the PEPPOL Business Document.	2 seconds	2 seconds	Not applicable

# PA specific requirements

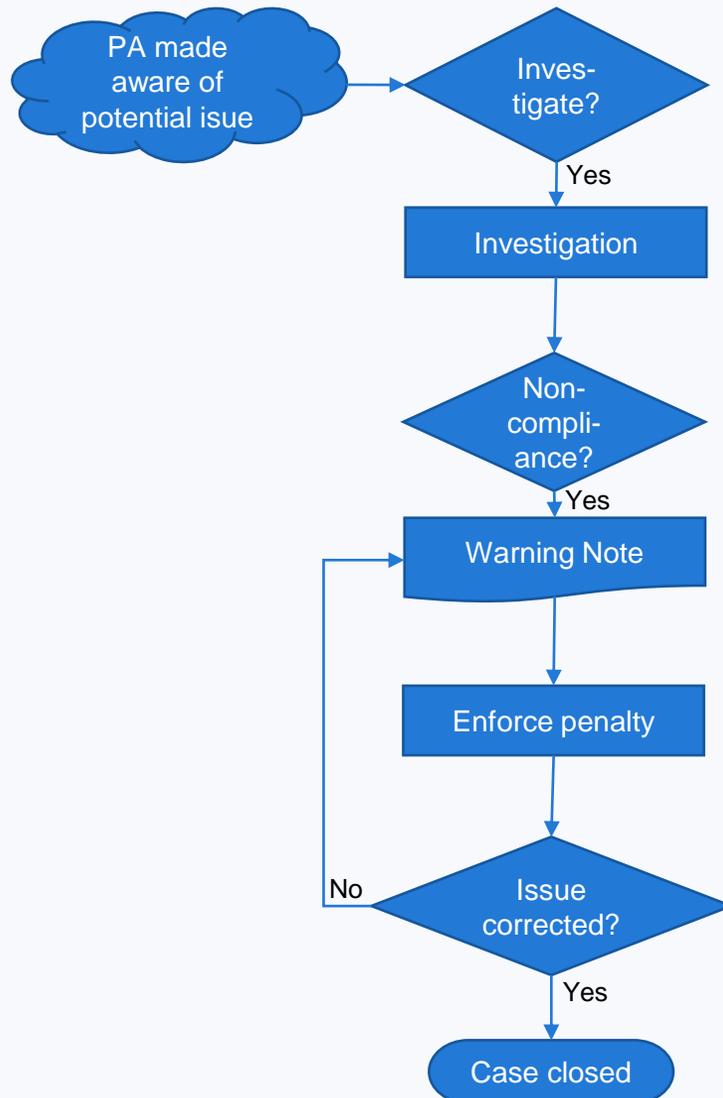
## «Annex 5»

PA is given the opportunity to define its **specific requirements** (“Annex 5”-requirements) applicable within its jurisdiction (§6)

- Approval by the OpenPEPPOL MC
- Must respect the PEPPOL Compliance Policy
- Published as part of the PEPPOL Architecture Framework
  - **Will thus be equally applicable to all SP’s operating within that jurisdiction independent of who they have signed an agreement with**
- Subject to OpenPEPPOL Change Management procedures

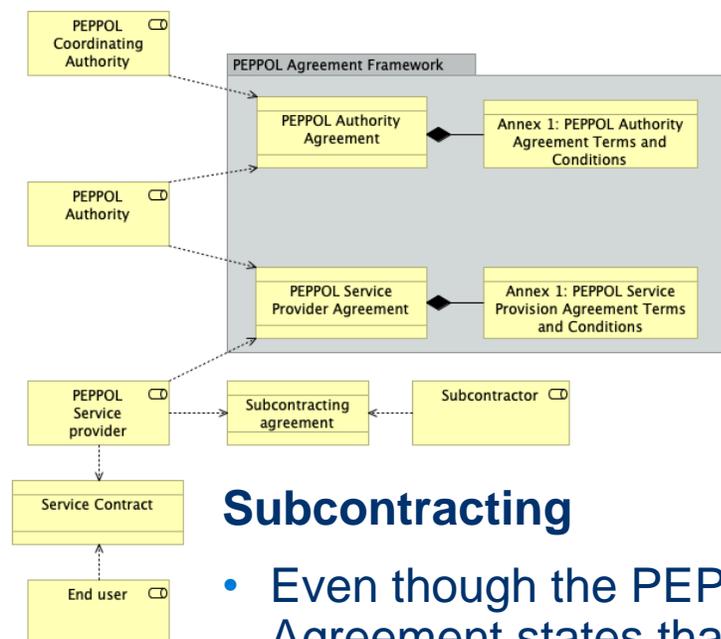


# Penalties and Revocation of Services in case of non-compliance (§15)



- The PEPPOL Authority may initiate an investigation (§15.1)
  - as soon as it is made 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 eDelivery Framework
  - to confirm the cause of the situation as well as the consequence on the PEPPOL eDelivery Network as a whole
- If non-compliance is confirmed (§15.2)
  - Send Warning Note to the PEPPOL Service Provider with copy to the PEPPOL Coordinating Authority
- The escalation process and type of penalties that may be enforced by the PEPPOL Authority on PEPPOL Service Providers (§15.3)
  - Blacklisting on the OpenPEPPOL member site
  - Public blacklisting
  - Suspension of certificate
  - Revocation of certificates
- If the situation of non-compliance continues over time, the PEPPOL Authority may initiate the next step in the escalation process (§15.4)

# Subcontracting and service contract with end-user



## Subcontracting

- Even though the PEPPOL Service Provider Agreement states that the SP is responsible for providing all relevant PEPPOL Services towards the end-user (§2.1.1), it does not imply that the SP must produce all services provided itself. Services may be subcontracted to a third-party provider (§11) or even to the end-user.
- Subcontracting to third-party providers requires that a subcontracting agreement are established corresponding to the responsibilities stated in the PEPPOL Service Provider Agreement.

## Service contract with end-user

- The PEPPOL Service Provider must have a Service Contract with the end-users that it services (§4.2).
  - Give SP permission to perform the relevant PEPPOL Services on behalf of the end-user, including receive and transfer of business documents.
  - Contain a reference to the signed PEPPOL Service Provider Agreement and the PEPPOL Authority Subcontracting to end-users could be made part of the Service Contract that the SP has with the end-user.

# Selected highlights/changes

## Use of PEPPOL BIS

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- Only PEPPOL Business Documents can be used on the PEPPOL eDelivery Network (§7.1)
  - PEPPOL Business Document = PEPPOL BIS + other interoperability specifications approved by the PEPPOL Coordinating Authority for which a PEPPOL Document Identifier has been assigned
- Mandatory support for PEPPOL BIS (§7.2)
  - The PEPPOL Coordinating Authority may grant deviation (§7.3)
- PA may request request business documents other than PEPPOL BIS for use in PEPPOL (§7.4)

# Selected highlights/changes (2)

## Change management

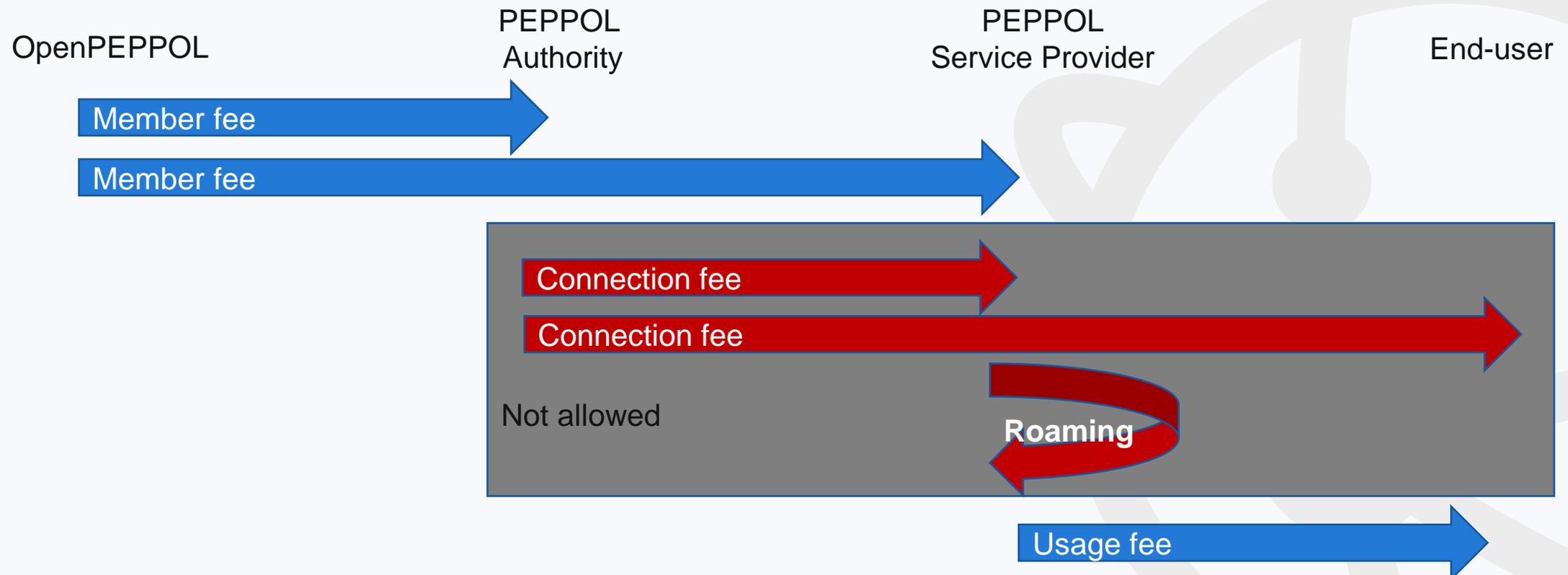
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- All components of the PEPPOL Interoperability Framework are subject to agreed change management procedures defined as part of Internal regulations (§8.1)
- New version of a component shall be explicitly announced (§8.2)
- New version shall be implemented according to defined migration plan (§8.3)
- If the changed version is not acceptable the Agreement must be terminated (§8.4 & §16.5)

# Selected highlights/changes (3)

## Charges (§9)

- No charges can be applied for responsibilities described in the agreement (other than membership fee)



## Other highlights/changes

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- Changes to the scope of services offered by the SP requires a new agreement to be signed (18.2)
- Protect PEPPOL Services against illicit use, malicious code, etc. using state of the art measures and procedures, including to maintain documentation on how systems are protected and to make this available on request (§5.3)
- PA may instruct SP to block an end-user (§4.8)
- No explicit reference to GDPR due to the global scope of PEPPOL (§14)
- No liability except for “... damage caused by a wilful act or gross negligence” (§16)
- Agreement is automatically terminated if no valid membership in OpenPEPPOL (19.4)
- Law of the country and or region/territory in which the PA has its head office (20.1)

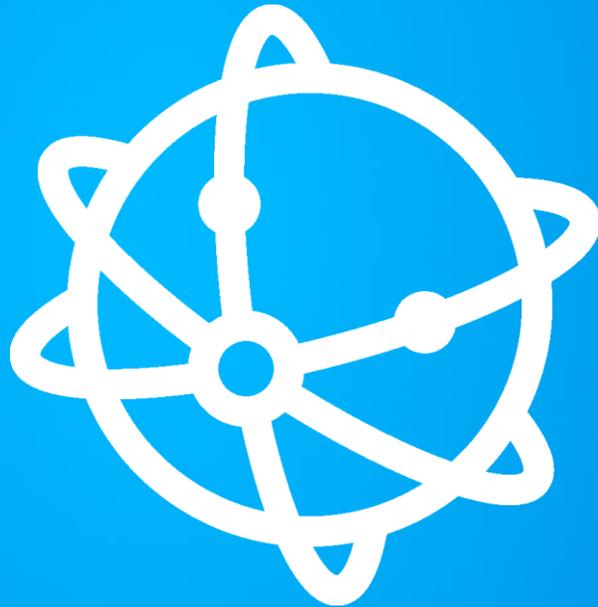
# Expectations on the PEPPOL Service Providers

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- Engage with PEPPOL Authorities in the review of the draft agreement documents

- Pay attention to deadlines related to the review process announced by the PEPPOL Authority with whom you have a signed agreement

- Contribute to the definition of “relevant building blocks” and SLA requirements within the respective PEPPOL Domain Communities



MORE  
INFORMATION

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