



Peppol

The future is open

Peppol Service Provider Community Meeting

Web-meeting

January 27th, 2020

www.peppol.eu

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AGENDA

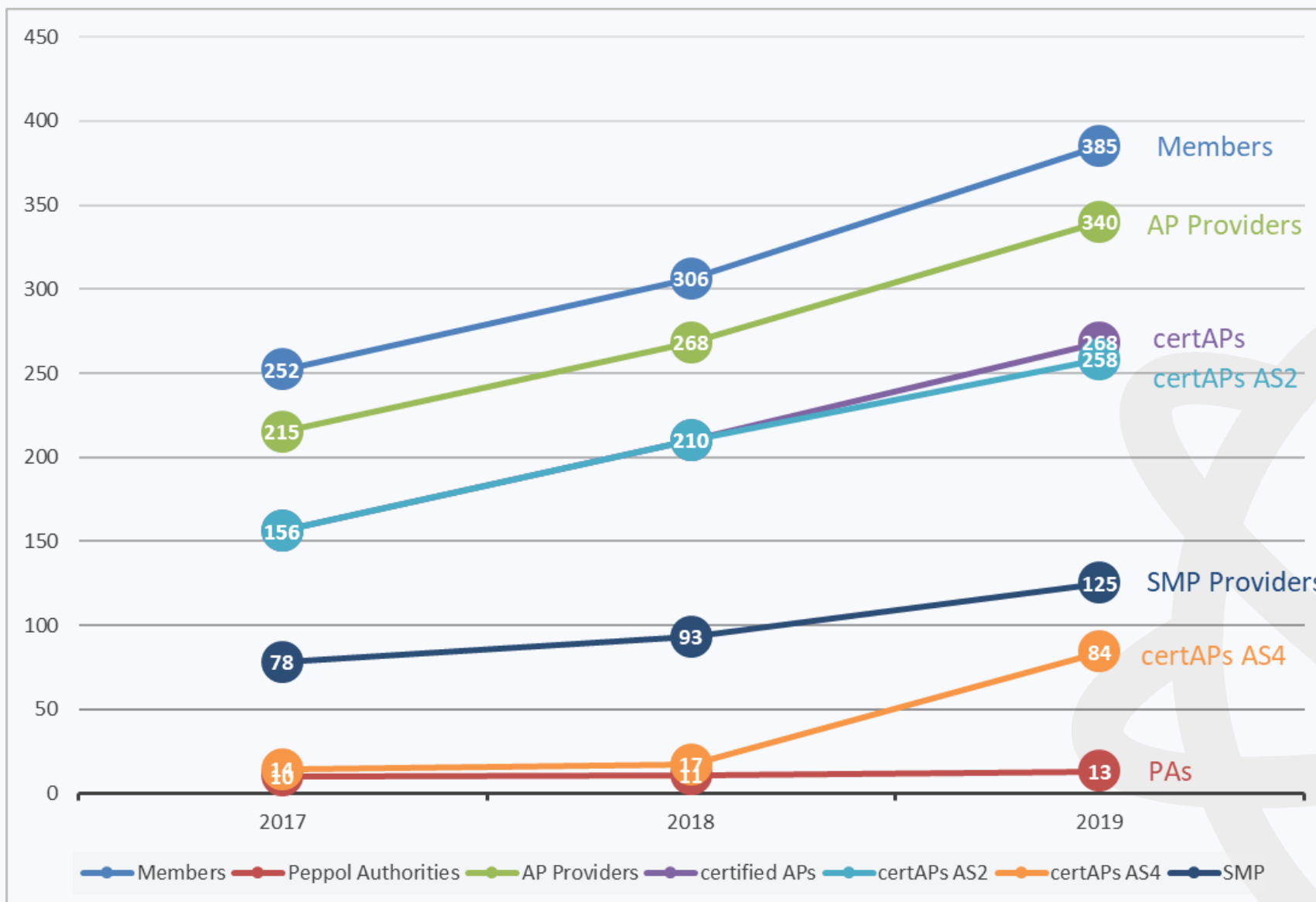
- News from the latest MC meeting – membership development and some thoughts where 2020 would take us
- Migrations AS4 and BIS3 – Q&A round, where we are, issues on SP sides?
- New agreement framework – what Service Providers should expect from that?
- AOB and meeting in Brussels

2019 Membership development

Membership Status – 31.12.2019

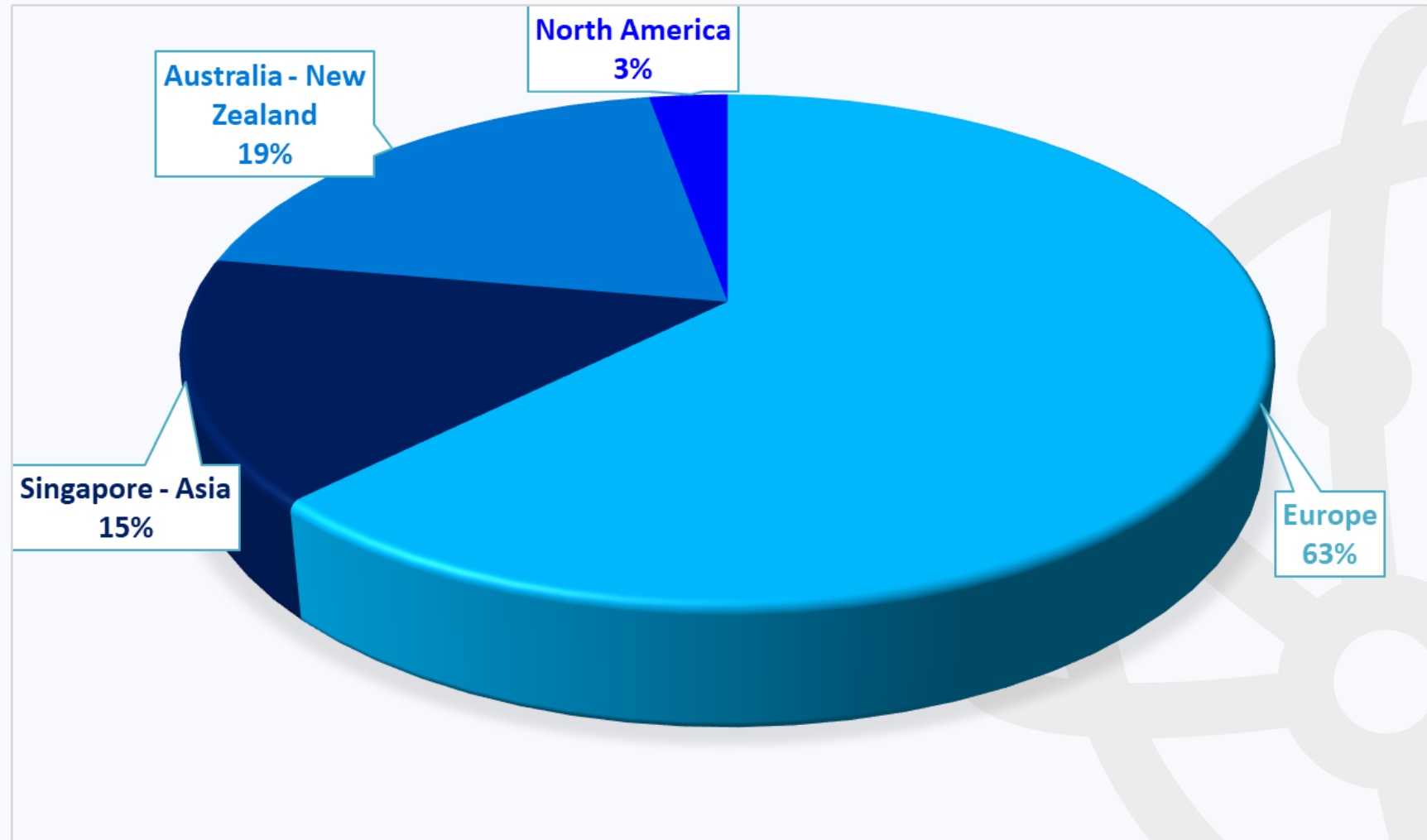
- Total number of Members: **385**
- Total number of Certified APs: **268** (+1 DGDIGIT)
- Number of Countries: **34**
- Number of countries with Certified APs: **31**
- Net growth in Membership: **79** new organisations Yearly Growth: **25,82%**
- Net growth per Member category
 - Peppol Authorities: 2
 - AP Providers: 72
 - SMP Providers: 32
 - Pre-Award SPs: 2
 - End Users: 3
 - Observers: 6

Membership Status 2017 – 2019

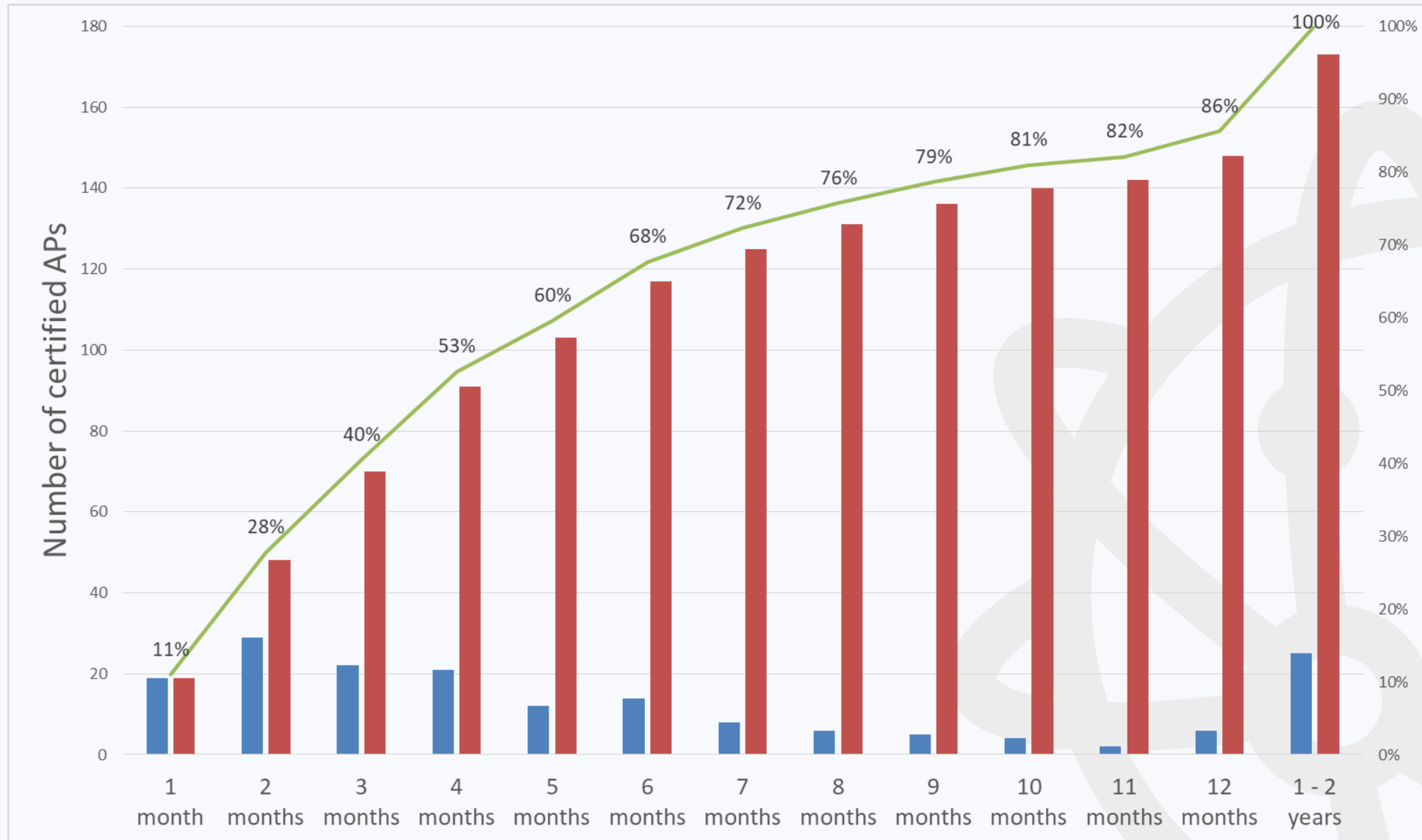


Access Points Net Growth per Region in 2019

More than 1/3 of the growth comes outside Europe (37%)



Time passed until a new AP member becomes certified AP (2015-2020)



Top countries in growth in 2018 and 2019 (Global)

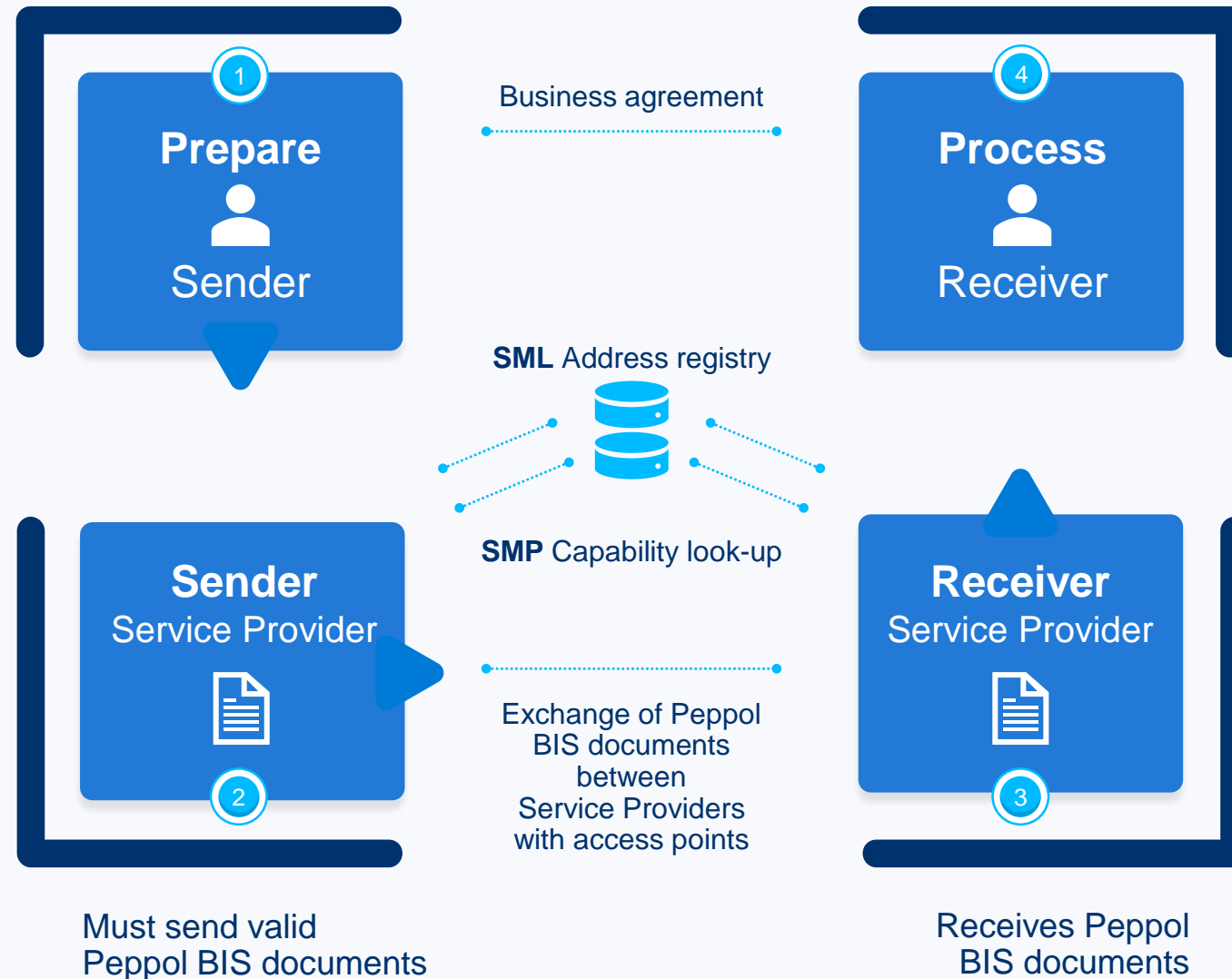
Ranked by absolute numbers

2018					
	Country	Number of Members		Net Growth	% Net Growth
		31.12.2017	31.12.2018		
1	Singapore	2	12	10	500,00%
2	Italy	22	28	6	27,27%
3	Spain	4	10	6	150,00%
4	Belgium	21	25	4	19,05%
5	Sweden	20	24	4	20,00%
6	France	6	9	3	50,00%
7	Germany	14	17	3	21,43%
8	Netherlands	28	31	3	10,71%
9	Denmark	14	16	2	14,29%
10	Greece	1	3	2	200,00%
11	Norway	53	55	2	3,77%
12	Portugal	0	2	2	-
13	Romania	0	2	2	-
14	Slovenia	0	2	2	-

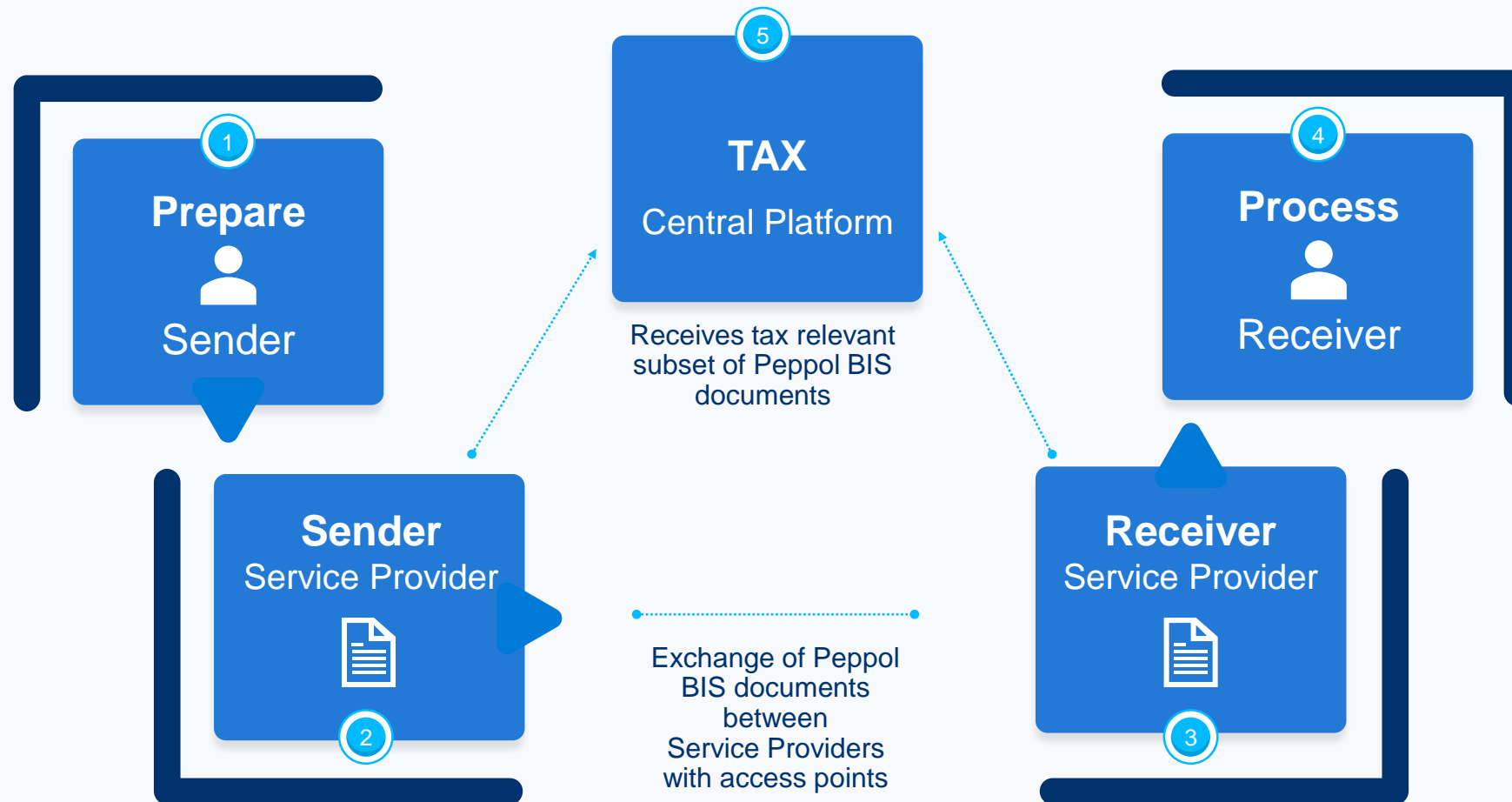
2019					
	Country	Number of Members		Net Growth	% Net Growth
		31.12.2018	31.12.2019		
1	Italy	28	44	16	57,14%
2	Australia	0	12	12	-
3	Singapore	12	23	11	91,67%
4	Germany	17	25	8	47,06%
5	Sweden	24	31	7	29,17%
6	New Zealand	0	7	7	-
7	Greece	3	7	4	133,33%
8	Denmark	16	19	3	18,75%
9	Netherlands	31	34	3	9,68%
10	Norway	55	58	3	5,45%
11	France	9	11	2	22,22%
12	Switzerland	1	3	2	200,00%
13	Turkey	4	6	2	50,00%
14	USA	3	5	2	66,67%

CTC TOPIC

The Peppol four-corner model

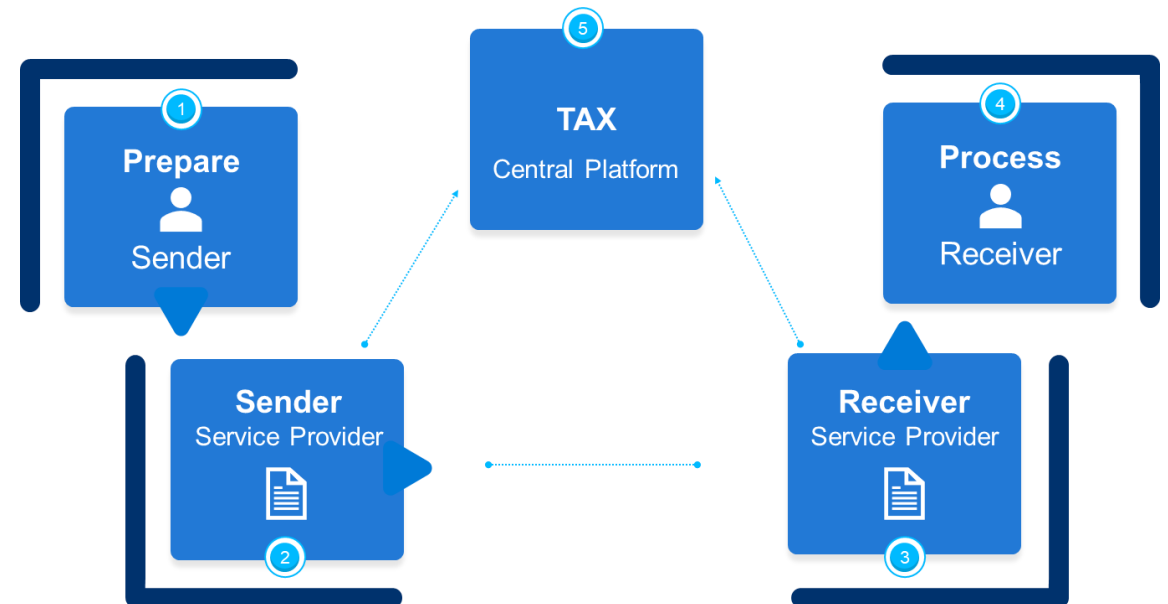


How to integrate CTC in the Peppol four-corner model?



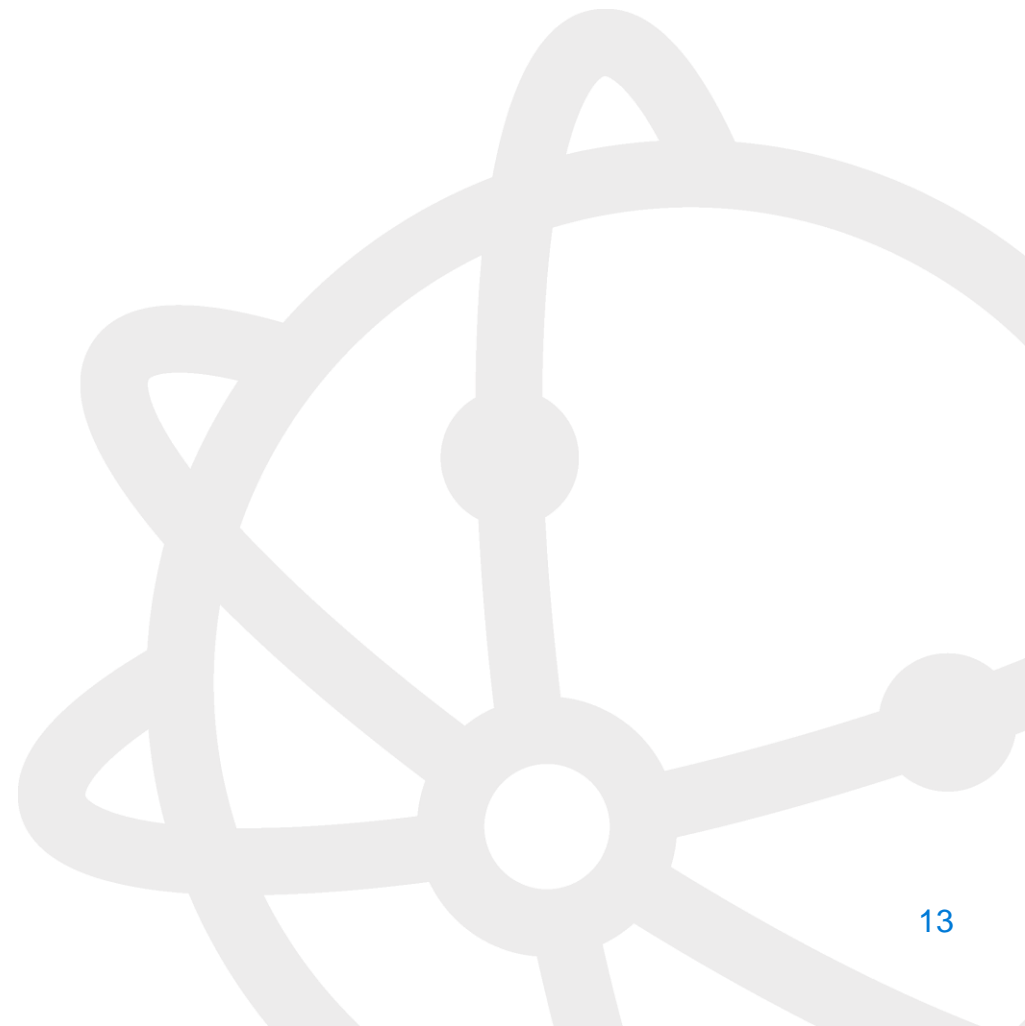
How to integrate CTC in the Peppol four-corner model?

- Primary option: Outsourced Clearance
 - Peppol Service Providers act on behalf of the local Tax Administration
 - Service providers send tax relevant subset of Peppol BIS documents to the local Tax Administration
 - The central platform – the fifth corner – is the government’s analytics data vault
 - Enables capturing of tax relevant information from invoices AND other business documents such as orders, dispatch advises, goods receipt notes and payment instructions
- Other options are up for consideration
 - Possibility also to support already established clearance and reporting models



Other topics

- Reporting
- Sectorial expansion
- Authority expansion



BIS3 and AS4 migration

- BIS3 – 90+% should be capable to receive BIS3
- Real traffic?
- AS4 – 169 AS4 certified AP's

New agreement structure

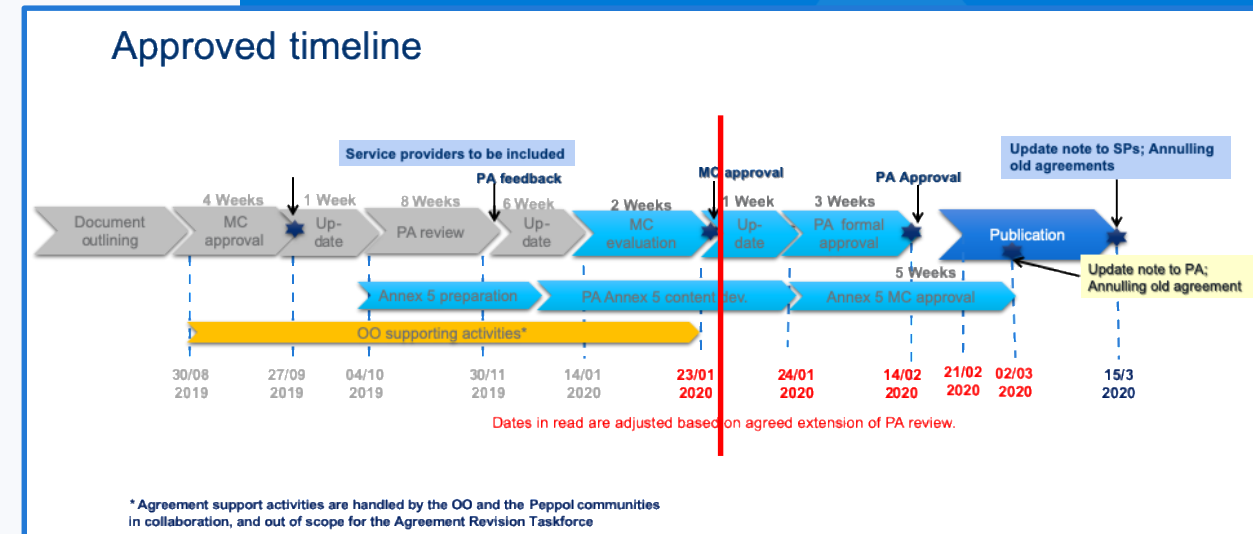
Presentation outline

- High-level status
- The review process and some statistics on comments received
- Selected highlights from the comment resolution and consequents on the Service Provider Agreement
- Next steps




High level status

- PA review ended on November 30
- 478 comments processed and resolved
 - No real fundamental blocking issues remains unresolved
 - Mostly a question of getting the wording right, although several substantial changes are introduced
- MC reviewed re-drafted documents on January 23



Review process

- The PA review of revised agreement documents was announced on October 8, 2019
 - Original deadline for comments was set for November 15
 - Extended until November 30 on October 25 based on request from PA's
- **The announcement explicitly reminded the PA to involve service providers with whom they have a signed Peppol AP/SMP agreement**
- Revised agreement documents were presented at the Domain Community meetings in Brussels on October 15-16, 2019.

Jostein Frømyr @ Sendt 8. oktober 2019 kl. 09:25 

Formal announcement of PEPPOL Agreement Revision review [Detaljer](#)

Til: pa@peppol.eu, Kopi: mc

To all PEPPOL Authorities

Subject: Formal announcement of PEPPOL Agreement Revision review

OpenPEPPOL AISBL is happy to announce, in its capacity as the PEPPOL Coordinating Authority, that the process of updating the PEPPOL Transport Infrastructure Agreement (TIA) has advanced according to plan. Attached to this message you will find the revised:

- PEPPOL Authority Agreement, draft 27 of 2019.09.27
- PEPPOL Service Provider Agreement, draft 16 of 2019.09.27

With this note the process of formal review is initiated according to clause 3.2 of annex 6 to the current TIA. During this review the PEPPOL Authorities are invited to review and provide their comments on the attached draft agreement documents. **Comments should be submitted by email to the PEPPOL Agreement Coordinator, Mr. Jostein Frømyr – Jostein.fromyr@edisys.no with copy to the PEPPOL Operating Office – oo@peppol.eu, by no later than close of business on November 15, 2019.**

According to clause 3.3 the change process outlined in annex 6 of the current TIA, the PEPPOL Authorities are responsible for "... engaging any PEPPOL AP provider and/or PEPPOL SMP Provider with whom they have a contract in the review of proposed amendments."

To facilitate the review, the project has prepared the attached review guide providing an overview of the proposed revised PEPPOL Agreement Framework, present the draft agreement documents, and highlight major changes compared to the existing PEPPOL Transport Infrastructure Agreement.

Furthermore, the PEPPOL Agreement Coordinator will be available at the forthcoming PEPPOL Community meetings in Brussels on October 15-16, to present the revised PEPPOL Agreement Framework and to discuss any comments or issues raised.

A total of 478 comments recorded

Some statistics



- Type of comments received
 - 119 comments classified as editorial (24.9%)
 - 55 comments classified as for clarification (11.5%),
 - i.e. comments are typically asking clarification on intended meaning of a clause or asking access to referenced documents (such as the change management procedure) rather than expressing an opinion or proposing an alternative
 - Leaving 307 comments as substantial to the content of the agreement documents (64.2%)
 - Of these 91 applies to the Peppol Authority Agreement
 - **While 214 applies to the Service Providers Agreement**
- Comment resolution
 - 203 comments resulted in no change (42.5 %)
 - 79 comments resulted in changes to the PA Agreement (16.5%)
 - **177 comments resulted in changes to the SP agreement (37%)**
 - **19 comments resulted in changes to both the PA and SP agreement (4%)**
- Consequences on agreement documents
 - PA agreement,
 - 60 out of the 99 clauses and sub-causes (60.5%) were amended
 - **SP agreement,**
 - **80 out of the 126 clauses and sub-clauses (63.5%) were amended**

Presentation outline

- High-level status and expected action from MC
- The review process and comments received
- Selected highlights from the comment resolution and consequents on the redrafted Service Provider Agreement
 - With emphasis on changes implemented
- Next steps



Structure and amendments to the agreement

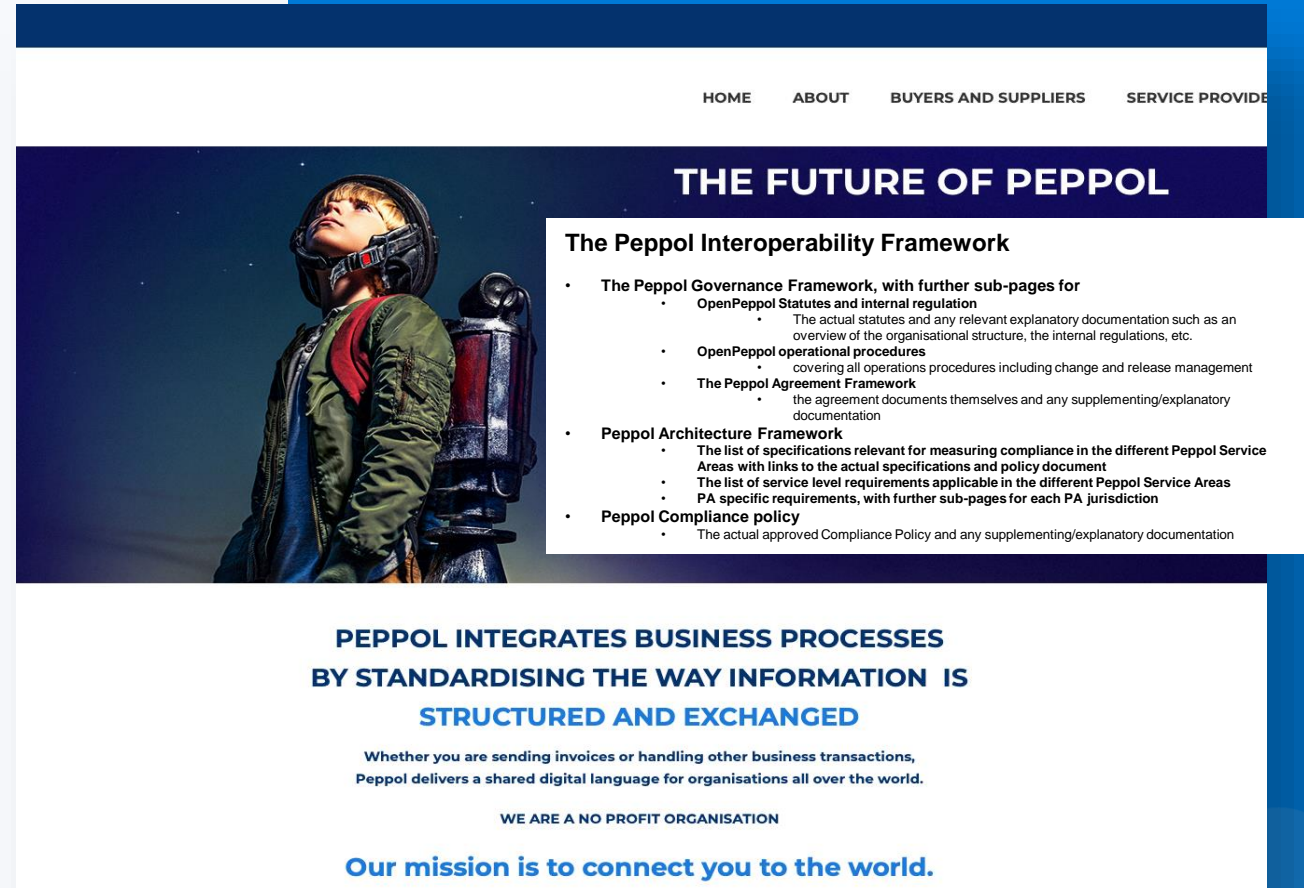
-  Terms and conditions have been integrated into the agreement document rather than as an attachment
-  “The Parties agree that the Agreement cannot be varied through an amendment concluded between the Parties, except through the addition of annexes to the Agreement which may not impair the legal effectiveness of the existing terms of the Agreement. ...”
(SP Agreement § 23.1)
 - The same (identical) terms will be equally applied on all PA’s/SP’s and maintained through the change management process
 - The Peppol legal counsellor has confirmed that this does not constrain our flexibility for change management (i.e. we can still implement updates without the need to re-sign)

Compliance

- Peppol Services provided shall be in compliance with the relevant building blocks of the Peppol Interoperability Framework, including specific requirements defined by a Peppol Authority, as well as any relevant national law. (SP Agreement § 9.5)



- Both agreement documents make reference to supporting material (through footnotes on first occasion)
 - Content of the Interoperability Framework (supporting material) will be made available on the new Peppol web site

HOME ABOUT BUYERS AND SUPPLIERS SERVICE PROVIDER

THE FUTURE OF PEPPOL

The Peppol Interoperability Framework

- **The Peppol Governance Framework, with further sub-pages for**
 - **OpenPeppol Statutes and internal regulation**
 - The actual statutes and any relevant explanatory documentation such as an overview of the organisational structure, the internal regulations, etc.
 - **OpenPeppol operational procedures**
 - covering all operations procedures including change and release management
 - **The Peppol Agreement Framework**
 - the agreement documents themselves and any supplementing/explanatory documentation
- **Peppol Architecture Framework**
 - The list of specifications relevant for measuring compliance in the different Peppol Service Areas with links to the actual specifications and policy document
 - The list of service level requirements applicable in the different Peppol Service Areas
 - PA specific requirements, with further sub-pages for each PA jurisdiction
- **Peppol Compliance policy**
 - The actual approved Compliance Policy and any supplementing/explanatory documentation

PEPPOL INTEGRATES BUSINESS PROCESSES BY STANDARDISING THE WAY INFORMATION IS STRUCTURED AND EXCHANGED

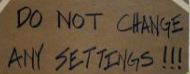
Whether you are sending invoices or handling other business transactions, Peppol delivers a shared digital language for organisations all over the world.

WE ARE A NO PROFIT ORGANISATION

Our mission is to connect you to the world.

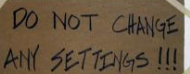
Change management

- “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 eDelivery Network, including both Parties to the Agreement.”
(SP Agreement § 13.2)



DO NOT CHANGE
ANY SETTINGS !!!

- “Either Party may terminate the Agreement if the change management process is 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.” (SP Agreement § 24.5)



DO NOT CHANGE
ANY SETTINGS !!!

- “... 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 Agreement 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 to the Agreement.”
(SP Agreement § 24.5)



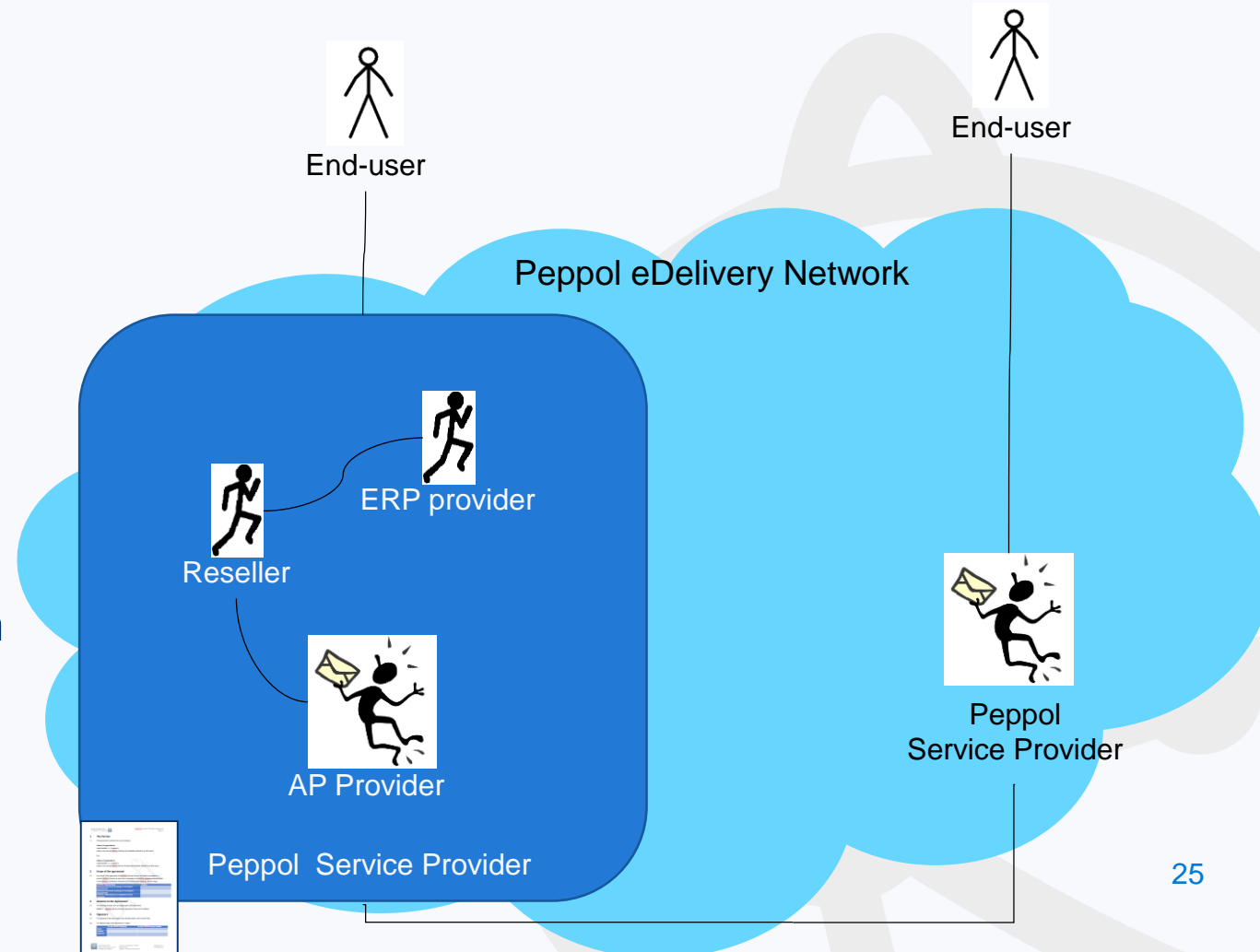
Change

The reseller challenge

Removed requirement for direct contractual relationship between SP and End-user



- “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 ...
 The Service Provider is responsible and liable for ensuring at all times that no part of such contractual relationship with End-users are contrary to the terms of this Agreement or the Peppol Interoperability Framework in general ...”
 (SP Agreement § 9.2)



- SP is required to ensure “... that the correct identity of the End-user is verified in accordance with any requirements stipulated by the Peppol Interoperability Framework ...”

(SP Agreement § 9.2)

- **It should be noted that further operational details are assumed to be provided as part of the Peppol Interoperability Framework**

- This could imply requirements/restrictions on the type of identification scheme allowed, etc.





DO NOT CHANGE
ANY SETTINGS !!!



PA specific requirements

- No significant changes implemented

- 
- PA is authorised to define specific requirements applicable within its jurisdiction and publish these as part of the Peppol Architecture framework. (SP Agreement § 11.1)
 - “... The Peppol Authority shall take all commercially reasonable measures to ensure that its special requirements do not hamper interoperability or otherwise harm the correct functioning of the Peppol eDelivery Network ...” (PA Agreement § 11.2)
 - “The written approval of the Peppol Coordinating Authority ...” (PA Agreement § 11.2)
 - “The Peppol Authority may develop and administer its own accreditation schemes ...” (SP Agreement § 11.2)

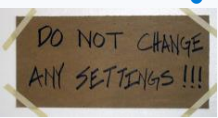


- **A standard template is under development to facilitate efficient expression of PA specific requirements**

- **Should we require all PA's to fill in the template – even if no requirements apply?**

Collection of statistics

- SP shall “Providing regular aggregate and anonymous reports on statistics ... according to the defined tool and template”
(SP Agreement § 9.5.9)



- **The clauses as currently implemented allow us to collect statistic, but constrain our possibility to publish statistics to “statistics which cannot be related to an identified or identifiable natural person by any receiving party”, leaving further details to be defined through tools and templates.**



PA and SP responsibility

- PA responsibility




- PA shall provide a forum for communication, coordination and collaboration amongst Peppol Service Providers subject to conditions under applicable law (SP Agreement § 8.1.6)
- Several clauses stating PA commitments towards Peppol, already covered by the PA agreement, has been deleted from the SP Agreement

- SP responsibility

- Removed requirement to provide support to other SP's
 - This opens for charging between SP's for support services

Data ownership, retention and use



-  • “The intellectual property rights and right to use the content of Peppol Business Documents and their associated metadata which is processed by the Peppol Service Provider is owned by the relevant End-users in relation to their Peppol Business Documents. ” (SP Agreement § 17.1)
-  • “Data stored by the Peppol Service Provider shall be retained by the Peppol Service Provider only for as long as the data is necessary in order for the Peppol Service Provider to carry out its obligations according to this Agreement or as needed for the offering of follow-up on services by the implicated actors in the Peppol eDelivery Network. After that, the data shall be deleted by the Peppol Service Provider unless otherwise agreed with or instructed by the end user of the Peppol Service Provider, or unless the Peppol Service provider is required to retain the data by mandatory data retention laws.” (SP Agreement § 18.1)
-  • “The Peppol Service Provider is not allowed to collect, distribute or otherwise process the content of Peppol Business Documents and their associated metadata other than to the extent required for operation of the Peppol eDelivery Network as required by this Agreement, or as otherwise agreed with or instructed by the End-user of the Peppol Service Provider.” (SP Agreement § 18.2)

- A cap of €1 000 000.00 is introduced per “... incident giving rise to liability, except when binding law requires otherwise.”
(SP Agreement § 21.3)

Change

- No liability for “... acts, failures or omissions which are required under the instructions given by the General Assembly of OpenPeppol or in accordance with the the PEPPOLPeppol 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.”
(SP Agreement § 21.1)

Change

Use of Peppol BIS

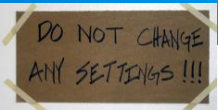
No significant changes implemented



- The Coordinating Authority will make Peppol BIS available for use
(SP Agreement § 12.1)
- The Coordinating Authority may on request by PA approve other interoperability specifications for use in the Peppol eDelivery network subject to defined conditions
(SP Agreement § 12.1 and 12.4)
- The Mandatory BIS principle is maintained
(SP Agreement § 12.2)
 - “The Parties shall cooperate to ensure that an End-user of the Peppol eDelivery Network registered in a Peppol SMP as a receiver of Peppol Business Document Types for a business process area (e.g. tender submission, ordering, invoicing, etc.) where a Peppol BIS is available, shall also be capable to receive the relevant Peppol BIS and be registered as such in a Peppol SMP.”
- The Coordinating Authority may grant a deviation to the Mandatory BIS principle under certain conditions
(SP Agreement § 12.3)

Charges

No significant changes implemented



- “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 ...”
(SP Agreements § 14.1)
- No charges between the parties for “... any services provided or actions undertaken as a consequence of fulfilling its responsibilities according to the Agreement...” other than membership fee in OpenPeppol
(SP Agreements § 14.2)
 - I.e. charges may apply for services not covered by the Agreement
- No charges on SP or End-user for connecting to the Peppol eDelivery network (SP Agreement § 14.4)
- No charges between SP’s for “... any services provided in the context of this Agreement...”
(SP Agreement § 14.5)
- “The Peppol Service Provider shall freely and independently determine its business model and pricing towards the End-users ...”
(SP Agreement § 14.5)

Other clauses

For which no significant changes have been implemented



- Definitions
 - Although several editorial improvements are implemented
- General undertakings
- Confidentiality and data protection
- Subcontracting
- Force Majeure
- Governing law
- Severability

(SP Agreement § 6)

(SP Agreement § 10)

(SP Agreement § 19)

(SP Agreements § 14.1)

(SP Agreement § 22.1)

(SP Agreement § 26.1)

(SP Agreement § 27.1)

Presentation outline

- High-level status and expected action from MC
 - The review process and comments received
 - Selected highlights from the comment resolution and consequents on the new Agreements documents
- Next steps

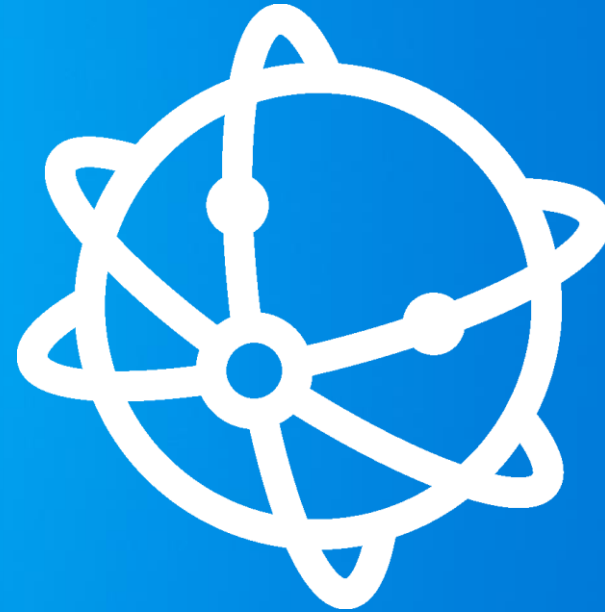


Revised high level timeline

- Given the rather extensive number of changes implemented in the revised documents it is recommended that
 1. The PA's are given 1-2 weeks to review the wording used in the revised documents prior to initiating the formal voting process
 - During this additional review PA's are invited to review how resolution on comments have been implemented
 2. Priority is given to establishing the structure for how to reference material on the new Peppol website and making specifications and supporting documents available through these pages

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MC evaluation	█											
PA verification		█										
Formal approval process			█ ◆									
PA specific requirements			█	█	█	█						
Publication of supporting material		█	█	█	█	█						
Signing PA agreement						█ ◆						
Migration of SP agreements							█	█	█	█	█	█ ◆

AOB & meeting in Brussels



THANK YOU!

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