

Annex VIII
Interchange Agreement





EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR INFORMATICS

Directorate A – Strategy & Resources
Unit A3 - ICT Procurement and Contracts

Framework contract/Direct contract XXXXX

Annex VIII

**E-REQUEST, E-ORDERING, E-FULFILMENT
AND E-INVOICING INTERCHANGE
AGREEMENT**

(Web Services & Supplier Portal)



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1. INTRODUCTION

1.1 The present agreement represents an annex to Framework Contract/Direct Contract DI/XXX ('the contract'), allowing the use of the following post-award procurement and contracts modules:

- *e-Request* (quotation request for services or goods, supplier formal offers)
- *e-Ordering* (orders based on framework contracts and others)
- *e-Fulfilment* (dispatch and receiving advices)
- *e-Invoicing* (standard invoices, debit and credit notes)
- and any other module that are being developed or will be developed in the future such as e-Contracts, e-Signature, e-Catalogue

1.2. The present agreement shall be activated following a notification via e-mail from the *contracting authority* to the contractor (the contact persons indicated in the contract) of the start of use of one or several modules. This written notification, which will specify whether it concerns only services or goods or both, shall have full legal effect from the date specified therein.

1.3. Unless otherwise established, the present agreement is only applicable for the communications between the contractor and [the participating **Directorates-General, Institutions, Agencies and Bodies** (EUIs) mentioned] [*adapt as necessary*], for each module and type of purchase (service or goods) at the following e-PRIOR website: <https://webgate.ec.europa.eu/fpfis/wikis/x/8pBsAQ>. The list is regularly updated.

Other Directorates-General of the European Commission or other EUIs may join this agreement at any time by way of notification via e-mail from the *contracting authority* to the contractor. This written notification shall have full legal effect from the date specified therein.

1.4. All documentation related to the present agreement is available on the web at the following link: <https://webgate.ec.europa.eu/fpfis/wikis/x/8pBsAQ>

2. DEFINITIONS

Parties agree to apply the following definitions:

'Authorised persons': persons with access to the system (e-PRIOR), meeting the requirements laid down in Article 121 (8), (9) and (10) of the Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the Rules of Application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, and which must be identified by the system via established means (authenticated user in ECAS – European Commission Authentication System).

‘Back office’: the internal system(s) used by the parties to process electronic documents such as orders and invoices.

‘Contracting authority’: the contracting party ordering the goods or services from the *contractor* and exchanging the relevant electronic documents (listed below in the definition of e-PRIOR) involved in that process.

‘Dispatch advice’: electronic document that the *contractor* sends to the *contracting authority* when it dispatches the goods or delivers the services based on fixed price or quoted time and means. The document must include the *order* reference and, in case of dispatch of goods, the delivery information. Once it has been validated, the *contracting authority* issues a *receiving advice*.

‘Electronic Data Interchange (EDI)’: the electronic transfer, from computer to computer, of commercial and administrative data using an agreed standard to structure an EDI message.

‘EDI message’: an electronic document structured by using an agreed standard, prepared in a computer readable format and capable of being automatically and unambiguously processed.

‘Electronic system’: the set of electronic means used by the parties in order to send or receive electronic messages (*own system* and system not controlled by the parties).

e-PRIOR’: the service-oriented communication platform that provides a series of web services and allows the exchange of standardised electronic messages and documents between the parties. This is done either through web services, with a machine-to-machine connection between the parties’ *back office* systems (*EDI messages*), or through a web application (the *supplier portal*). The Platform may be used to exchange electronic documents (e-documents) such as electronic *requests for services/supplies* (*request for quotation*, final offer, etc.) electronic specific contracts and order forms, electronic transmission of timesheets, deliverables and its acceptance (*service receipt*, *dispatch advices* and *receipt advices*) or electronic invoices between the parties. Technical specifications (i.e. the *interface control document*), details on access and user manuals are available at the following website: <https://webgate.ec.europa.eu/fpfis/wikis/display/ePRIOR/Home>

‘e-Request’ is the module in *e-PRIOR* which aims to automate the exchange of *request for quotation* and offers between the *contracting authorities* and their *suppliers*. By covering the steps of the request management process as defined in the relevant contracts, *e-Request* establishes the basis under which *orders* will be concluded in *e-Ordering* with those *suppliers* who are providing services or goods related to the procurement procedures supported by the system.

‘e-Ordering’ is the module in *e-PRIOR* enabling the electronic exchange and signature of specific contracts or order forms for services or supplies in the context of framework contracts or direct contracts. This may not be applicable to certain categories of specific contracts (such as on-call services, services provided during extended working hours, etc.) which are not currently covered by *e-Ordering* and all these cases paper based procedures apply for the signature of the specific contracts. The *contracting authority* may include at a later stage those specific contracts in the scope of *e-Ordering* by means of written notification (e-mail or registered letter) to the contractor. This written notification shall have full legal effect from the date mentioned in the notification.

‘e-Fulfilment’ is the module in *e-PRIOR* enabling the electronic acceptance of services or goods through the exchange of *dispatch advices* (delivery note), *service receipts* and *receiving advices* (evidence of goods receipt or *service receipt* approval).

‘e-Invoicing’ is the module in *e-PRIOR* enabling *suppliers* to view all credit notes and cost claims and related supporting documents, sent to and received from the *contracting authority*. For *suppliers* authorised to do so, the *e-Invoicing* module also allows the creation of invoices, credit and debit notes, and their sending to *contracting authorities*.

‘Interface control document’: the guideline document which lays down the technical specifications, message standards, security standards, checks of syntax and semantics, etc. to facilitate machine-to-machine connection. This document is updated on a regular basis and is available on the *e-PRIOR* website.

‘Invoice’: electronic document issued by the *contractor* listing goods supplied and services rendered and the amount due for payment by the *contracting authority*.

‘Own system’: the information processing system (computer or network) that is predominantly controlled by the parties. Telecommunication connections leased from a network operator, for instance, do not fall within this scope.

‘Order’: document equivalent to the specific contract, order form, direct contract or purchase order, by which the contracting authority requests by electronic means the provision of services or goods under the conditions and at the prices previously quoted by the contractor. The order, which is composed of a contract body and data appendix, must be signed by the contractor and returned to the *contracting authority* for signature.

‘Receiving advice’ or ‘Receipt Advice’: electronic document issued by the *contracting authority* attesting the conformity of the goods or services received according to the terms of the contract, facilitating record accuracy and invoicing procedures.

‘Request for quotation’: electronic document by which the *contracting authority* invites the contractor to specify the prices for a potential order.

‘Service receipt’: data reflecting the provision of intramuros services that is recorded by the contractor in the premises and on information systems of the *contracting authority* in the context of time and means service contracts. It enables the transmission of timesheets or any other supporting documentation that should be sent to the *contracting authority* for validation. Once it has been validated, the *contracting authority* issues a *receiving advice*.

‘Standards’: a set of codes, lists and guidelines accepted by the parties for the electronic interchange of *EDI messages*.

‘Supplier or contractor’: a legal or natural person providing goods or services to the contracting authority and exchanging the relevant electronic documents (listed in the definition of *e-PRIOR*) with the contracting authority.

‘Supplier portal’: the *e-PRIOR* portal, which allows the contractor to receive or exchange electronic documents, such as quotations, *orders*, *dispatch and receiving advices* or *invoices*, through a graphical user interface. When necessary, these documents can be signed electronically by the *authorised persons*.

‘Third-party service provider’: company enabling the exchange of financial and business documents electronically on behalf of the supplier to and from *e-PRIOR* via a machine-to-machine communication.

‘Web services’: machine-to-machine system allowing the *contractor* to receive or exchange electronic business documents such as quotations, *orders*, *dispatch and receiving advices* or *invoices*, either through a direct interface or a *third-party service provider*.

3. SUBJECT

3.1. The contracting parties (‘the parties’) undertake to take the necessary measures to mutually use electronic means for communication in the areas indicated in section 1. The electronic documents will be exchanged using the *e-PRIOR* platform, using the *web services* or the *supplier portal* system. Access to the *e-PRIOR* platform may also go through an access point connector of an interoperable network such as the OpenPEPPOL network.

3.2. The *contractor* will agree with the *contracting authority* on which of the above-mentioned means will be used. The *contractor* shall communicate his choice not later than 10 working days after the activation referred to in Section 1.2 of the present agreement.

4. IMPLEMENTATION AND MAINTENANCE OF THE ELECTRONIC SYSTEMS

4.1. When using *web services*, the parties undertake to take the necessary measures to implement and maintain electronic systems that enable the effective use of electronic means to exchange electronic documents. The *electronic systems* are specified in the *interface control document*. The *contractor* must take the necessary technical measures to set it up at its own cost. The parties undertake the necessary measures to implement and maintain safety measures and procedures in order to adequately prevent messaging incurring any delays, messages being corrupted as to content or form, or messages being lost. Similarly, the parties shall strive to prevent third parties from obtaining unauthorised access to messages. The safety measures and procedures are defined in the *interface control document*.

If the use of safety measures and procedures leads to the rejection or detection of one or more errors in an *EDI message*, the receiver shall inform the sender thereof as soon as possible, but at the latest within 2 (two) working days.

When a change in the *interface control document* requires adaptations, the *contractor* has up to six (6) months from receipt of the notification to implement this change. This period can be shortened upon mutual agreement of the parties. This period does not apply to urgent measures required by the security policy of the *contracting authority* aimed at ensuring integrity, confidentiality and non-repudiation of information and availability of *e-PRIOR*, which must be applied immediately.

4.2 When using the *supplier portal* the *contracting authority* takes the necessary measures to implement and maintain electronic systems that enable the effective use of the *supplier portal*.

4.3. If electronic communication is hindered by factors beyond the control of the parties, these undertake to notify each other immediately and to make the necessary measures to restore this communication. If it is impossible to restore the electronic communication within a reasonable period of time, the *contracting authority* may notify the *contractor* that alternative means of communication may be used, until the electronic communication is restored.

4.4. In any event, for reasons linked to business continuity, the *contracting authority* reserves the right to use alternative means of communication at any moment.

5. AUTHORISED PERSONS IN E-PRIOR

5.1. The *contractor's* legal representative shall designate one or more *authorised person(s)* for each module, as defined in Article 2 of the present agreement. These persons are authorised to access to the system and, depending on the assigned roles, may sign or transmit documents through it.

5.2. The *contracting authority* shall grant access to the system to the *authorised person(s)* designated by the *contractor*. For this purpose, the latter must provide the *contracting authority* with a list of the *authorised person(s)* indicating their assigned roles for each module. The list must be drawn up using the access rights forms available on the Documentation Webpage indicated in Article I.3 of the present agreement.

The *contracting authority* may delegate the right to grant access to the system to the *contractor's* legal representative, who may subsequently sub-delegate it to *authorised persons*.

5.3. User roles enabling these *e-PRIOR authorised person(s)* to sign legally binding documents are granted only upon submission of supporting documents proving that the authorised person is empowered to act as a legal representative of the *contractor* from the date into force of the present agreement.

For the *e-Ordering* module, the contractor commits to appoint a single *authorised person* as a signatory.

5.4. The *contractor's* legal representative commits to take all necessary steps to notify the *contracting authority* in due time of any event affecting the list of *authorised person(s)*.

6. VALIDITY AND DATE OF ISSUANCE OF ELECTRONIC DOCUMENTS

6.1. Any electronic document and related attachments exchanged via *e-PRIOR* (or any other authorised platform) qualify as *EDI message*.

6.2. The parties agree that any document exchanged through such a system:

- (a) is considered equivalent to a paper document;
- (b) is deemed to be the original of the document;
- (c) is legally binding on the parties has full effect once an e-PRIOR authorised person has performed the "sign" action in e-PRIOR; and
- (d) constitutes evidence of the information contained in it and is admissible as evidence in judicial proceedings.

This is provided that it does not contain any dynamic features capable of automatically modifying it.

6.3. An *order* is only regarded as a valid transaction once the following steps have been completed:

- a) the *order* message has been successfully received by the *contractor* (contract body and data appendix sent by the *contracting authority* to the *contractor*);
- b) a positive and related order confirmation message has been successfully sent from the *contractor* to the *contracting authority* (equivalent to the *contractor* 's signature); and
- c) a final message endorsing the order has been sent by the contracting authority to the *contractor* and successfully received by him (equivalent to the *contracting authority*'s signature).

6.4. A *dispatch advice*, *invoice* or debit/credit note shall be deemed to have been legally issued or sent:

- a) In case of using *web services*, when its status is set to "received" as defined in the interface control document.
- b) In case of using the *supplier portal*, when the contractor is able to successfully submit the e-document without any error messages. The XML document related to the e-document is considered as a proof of receipt by the *contracting authority*.

6.5. A *request for quotation* or a *receipt advice* is deemed to have been legally sent by the *contracting authority* when the message has been successfully received by the *contractor*.

7. ADMISSIBILITY

To the extent permitted by the applicable law, the parties hereby agree that in the event of dispute, the electronic documents (including, in the case of using the *web services*, the records of the *EDI messages* 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 adduced.

8. STORAGE OF ELECTRONIC DOCUMENTS

8.1 When using *web services* all *EDI messages* exchanged by the parties shall be stored by each party, unaltered and securely, in accordance with the time limits and specifications prescribed by the applicable legislative requirements. The parties agree that *EDI messages* that have been stored may be reproduced on any type of data carrier whatsoever and may be made legible by means of said reproduction.

8.2 When using the *supplier portal*, the contractor shall download the PDF or XML message for each e-document within one year of submission, and store them securely. After this period, copies of the e-documents are no longer available for automatic download from the *supplier portal*.

9. ENTRY INTO FORCE

This agreement shall enter into force on the date of signature of the framework contract/direct contract by the last party and shall become applicable for each module from the date indicated in section 1.2 of this agreement.

10. AMENDMENTS

10.1. Any amendment to the agreement must be made in writing and agreed by both parties.

10.2. Amendments will be part of the present agreement from the time of their signature by the last party.

11. TERMINATION OF THE AGREEMENT

11.1. This agreement expires on the last day of performance of the contract. For framework contracts, this corresponds to the last day of performance of the latest possible specific contract related to it. For direct contracts, this corresponds to the last day of performance of the relevant tasks or deliverables.

11.2. The *contracting authority* may terminate the present agreement subject to a notice period of at least one (1) month. Notice shall be given by means of a registered letter and shall mention the date on which the agreement is terminated. The notice shall specify the reasons for termination.

11.3. The contractor may request the *contracting authority* to terminate this agreement by written communication, in which it shall indicate the reasons leading to this request. The *contracting authority* will assess the situation and, if considered appropriate, it may terminate the present agreement.

11.4. Termination of the agreement shall exclusively concern transactions performed after the date of termination. Its termination shall not release the parties from the obligations that result from the present agreement.

12. SEVERABILITY

The parties intend that if one or more provisions of the present agreement are held to be illegal, invalid or unenforceable to any extent, the other provisions shall remain in force.

