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# NORSK EDIPRO INTERCHANGE AGREEMENT

* * *

Submitted by the Norwegian Delegation *

This document is a contribution from NORSK EDIPRO to the Legal Rapporteur team's work on interchange agreements and is for information and discussion.

* The present document is reproduced in the form in which it was received by the secretariat.

GE.97-

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# 1. Introduction

Norsk EDIPRO has designed a model interchange agreement for parties exchanging EDI messages based on extensive preparations involving many participants. The present model agreement is updated as of August 1995, and is the second issued version of this agreement. The first version was released in March 1993 as version 2.0, and has subsequently been introduced among many EDI users in Norway. We have endeavoured to include the experiences from this process in the present agreement (version 3.0).
As part of the interchange agreement it is assumed that the parties design the necessary appendices, notably Appendix 1 - Use of Various Message Types, which regulates the relevant message(s) between the parties. In an EDIFACT context there are many different message types that may be applied.
In order to further help the parties Norsk EDIPRO has also developed a standard text for Appendix 1, which covers general terms for the many different EDI messages. This model text includes several blanks for users to fill in with more details for easy adaptation to individual contracts. By using this appendix as a basis together with the interchange agreement one has achieved a comprehensive agreement that is carefully prepared "from A to Z", thus creating a sense of security, as well as effectiveness and cost savings upon entering a new field. A brief guide for completing Appendix 1 on message types has also been developed by Norsk EDIPRO.
Norsk EDIPRO's model agreement for exchange of EDI messages in Norway has been evaluated closely in relation to the EU "European Model EDI Agreement" for exchange of EDI messages in Europe, adopted in 1994, and the corresponding UN 1995 draft agreement on international or global EDI interchange "UN/ECE Model Interchange Agreement for the International Commercial Use of Electronic Data Interchange".
The work on translation of this agreement has been performed by Ms Anki Thestrup in assistance with Mr.Knut Vala and Mr.Asbjørn Hovstø.
The existance of this agreement will be announced between the UN/ECE member countries..
In my opinion, Norsk EDIPRO's model interchange agreement with the attached standard text for Appendix 1 - Use of Various Message Types is a good starting point for achieving legal security in a relatively new field of agreements.

Amund Eriksen, L.L.B.

Head of Norsk EDIPRO's technical committee on legal, security and auditing matters

## 2. Norsk EDIPRO Interchange Agreement

***Signing of the Interchange Agreement***

**Norsk EDIPRO**
**Interchange Agreement**
**Version 3.0**
**is concluded by and between the following parties:**

_____ _____
(hereinafter called Party A) (hereinafter called Party B)

_____ _____
(identification no.) (identification no.)

(If desired, further identification of the parties can be made here, for instance by specifying the business register number)

| **Check the appendices which are part of the agreement** | | | |
|---|---|---|---|
| **Appendix no.** | **Name of Appendix** | **Part of the Agreement?** | |
| | | **Yes** | **No** |
| 1 | **Use of Various Message Types** (List every single Appendix 1 that is specified between the parties. Point A in Appendix 1 is entered here): | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 2 | **GENERAL MODIFICATIONS OF THE STANDARD TEXT** | | |
| 3 | **INFORMATION ABOUT THE PARTIES** | | |
| 4 | **OPTIONS IN EDIFACT SYNTAX** | | |
| 5 | **COMMUNICATION METHOD** | | |
| 6 | **LIST OF MEMBERS** (only for Group agreement) | | |

**The agreement is valid from: (date)** _____
**In the Norsk EDIPRO Interchange Agreement version 3.0 of August 1995 the entire standard text applies. Deviations are specified in appendices.**

## Binding signature

For Party A:
Date:_____

Sign.:_____

For Party B:
Date:_____

Sign.:_____

The agreement has been signed in _____ copies, of which each party keeps _____copy(ies).

## Written communications

To Party A:
Name:_____

Address:_____

Postal code:_____

To Party B:
Name:_____

Address:_____

Postal code:_____

# Standard text

## Table of contents for standard text

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## 1. Objective

The signatories aim to achieve an electronic interchange of documents that is rapid, effective and correct for both parties.
Furthermore, the purpose of this agreement is to provide legal security and legal obligations for both parties in the EDI cooperation.
The agreement does not regulate the commercial interests related to the exchange of EDI messages.

## 2. Structure and amendment rules

*The Norsk EDIPRO Interchange Agreement* consists of the standard text (this) and appendices. The interchange agreement and relevant appendices regulate the parties' liabilities, obligations and rights related to exchange of electronic data. The appendices used between the parties are specified above under *Signing of Interchange Agreement*:
The interchange agreement includes the following appendices:

## 3. Order of precedence

In case of disputes, the following order of precedence applies:

1. A general business agreement between the parties
2. Specification(s) of EDI message(s) referring to implementation guide (*cf. Appendix 1)*.
3. Amendments and supplements (*cf. Appendix 2).*
4. *Norsk EDIPRO Interchange Agreement (this text).*

## 4. Services from a third party (e.g. computer network supplier)

The contracting party which employs a third party to transmit EDI messages is equally responsible for this party's actions, errors or omissions as for his own conduct. The third party in this context is considered to be acting on his behalf.
Each contracting party is committed to entering an agreement with his third party which as a minimum shall regulate responsibilities for:

- transmitting the content of an EDI message without alterations, in the correct format to the right receiver within the time limits that have been determined for each message type.
- maintaining professional secrecy about the information which this company and its staff may become familiar with while performing their services.
- safeguarding access to the computer network.

Moreover, the party which tells another party to use a given third party supplier shall be liable for all actions, errors or omissions from the third party supplier.

## 5. Operational equipment and modifications

Each party is responsible for acquiring, testing and maintaining the necessary equipment, programs and services for transmitting, receiving, translating, recording and storing EDI messages.
None of the parties shall carry out any modifications of their operational equipment or routines that affect the exchange of EDI messages between the parties, without these modifications having been agreed on between the parties.

## 6. Cost sharing

Under regular operations each party bears his own costs for the exchange of EDI messages, unless otherwise specifically agreed (*cf. Appendix 2)*.
The parties are obliged to be capable of transmitting and receiving test data for interchange and trial purposes during introduction of EDI and during upgrading or modification of equipment by the other party. If this entails unreasonable costs/additional work for the other party, he can demand another distribution of costs than agreed on for normal operations.

## 7. Supervision of transmission

The EDI message must conform to the agreed message definition in terms of the EDIFACT syntax described in Appendix 4 and according to the implementation guide attached to *Appendix 1 Use of Various Message Types*. In addition, the data must be subjected to necessary control at the time of transmission, both of the commercial content and of the EDI message itself, to avoid repeated, incomplete or faulty transmissions.

## 8. Verification and acknowledgement of EDI messages

The receiver shall immediately check that the EDI message is from the right sender and that it conforms to the agreed EDIFACT syntax and to the implementation guide. The receiver shall as soon as possible inform the sender of errors, such as a faulty transmission, a double transmission of EDI messages, or errors or shortcomings in the received data.
*Appendix 1 Use of Various Message Types* regulates the use of verification and acknowledgement messages.
If a rejected or faulty EDI message is sent once more it must be clearly expressed that this is a corrected EDI message.

## 9. Processing time

Each party is obliged, manually and/or automatically, to process received EDI messages within one business day of the time of receipt, or within the time limits specified in *Appendix 1 Use of Various Message Types*. Other time limits can be agreed on for a particular transmission or specific period of time.

## 10. Security

The parties are committed to implementing and maintaining the agreed measures and procedures to secure protection of EDI messages from unauthorized persons and to ensure that messages are not altered, delayed, destroyed or lost. Security measures are listed in *Appendix 1 Use of Various Message Types*.

## 11. Protection of confidential information

The parties are obliged to protect EDI messages, that at least one party claims contains confidential information, from access by unauthorized personnel. Such information shall only be used for the purposes decided on by the parties, according to established business practice, or in accordance with the existing rules.

## 12. Conformity with applicable law

For exchange of EDI messages containing information in which applicable laws and regulations establish specific requirements, the received information must be dealt with in accordance with the relevant rules.

## 13. Requirements for interchange log and storage

Each party must keep a complete interchange log for storing EDI messages, specifying date, time, address of sender and receiver, and the version of the applied implementation guide. These data must be stored by the sender in the transmitted format, and by the receiver in the received format.
Adequate protective measures must be implemented to protect the stored data from being intentionally or unintentionally deleted or altered.
Unless Norwegian law stipulates specific requirements for storage time, it is up to the parties to decide how long the data shall be stored. The storage times for various message types may be established in *Appendix 1 Use of Various Message Types*. The interchange log must usually be preserved for a minimum of six months.
The parties must take precautions to ensure that the EDI messages are stored in such a way that they can later be printed out on paper.

## 14. Legal status

The parties accept that EDI messages which are prepared and transmitted in accordance with the interchange agreement shall have the same legal status for both parties as the equivalent paper document.

## 15. Force majeure

Should an exceptional situation arise that is beyond the control of the parties, making it impossible for one party to fulfil his obligations, and which is considered force majeure according to Norwegian law, then the other party must immediately be notified in writing. The obligations of the affected party will be suspended for the duration of the exceptional situation. The other party's obligations are suspended for the same period.
In a force majeure situation the other party can only cancel the agreement provided the affected party consents. If the situation lasts, or is expected to last longer than 30 calendar days, counting from the day it occurred, then the agreement can be cancelled unilaterally, after a notice of only 15 calendar days. Other duration periods can be agreed on between the parties and will be included in Appendix 2.
In a force majeure situation each party is obliged to inform the other party of all matters that may be considered important for the other party. Such information must be given as soon as possible.

## 16. Financial losses for which none of the parties is to blame

Each party must bear the financial loss for his part of the contract if the loss is the result of an accidental circumstance or mishap for which none of the parties can be blamed.

## 17. Breach of contract

If one party does not fulfil his obligations in accordance with the interchange agreement and appendices, and circumstances as described in 15 and 16 do not apply, this constitutes a breach or contract. A defective and/or delayed fulfilment of obligations may also constitute a breach of contract.
The parties have a mutual obligation to notify each other as soon as possible if situations arise that have resulted in, or will result in a defective or delayed fulfilment of obligations.
If one party wishes to charge the other party with breach of contract, he must do so in writing as soon as possible after having become aware of the situation.

## 18. Sanctions by breach of contract

The party which has been affected by the other's breach of contract can retain a proportionate share of his contribution according to the contract until the matter has been put right, or may demand a reduction in price or other compensation.
If one of the parties significantly fails to fulfil his obligations and has not taken the necessary remedial action within 14 days after having received written notice, the other party is entitled to cancel the agreement immediately.

## 19. Damages

Each party is entitled to claim damages against the other party for losses that could reasonably be expected to have been the result of the breach of contract, unless the other party can prove that he is not to blame.

**Compensation is not granted for indirect losses (interruptions, expected profits, etc.) unless gross negligence or intent has been shown by the party himself of by someone for whom he is responsible.**

## 20. Duration and terminability of agreement

Each party can terminate this agreement at 2 months' written notice. Termination of the agreement shall not affect the exchanges or related transactions that have taken place before the termination date. Article 11 of the agreement (protection of confidential information), article 12 (conformity with applicable law) and

article 13 (requirements for interchange log and storage) shall continue to apply after termination of the agreement.

## 21. Conveyance

The parties are not entitled to transfer rights and obligations regulated by this agreement and appendices to a third party without the other party's written consent.

## 22. Disputes

Disputes concerning this agreement that are not resolved amicably shall be settled by a Norwegian court of law, unless the parties agree on arbitration pursuant to chapter 32 of the Norwegian Civil Dispute Law. The arbitration tribunal is composed of three members. Each party selects an arbitrator, the two arbitrators then elect a third arbitrator as chairman of the tribunal.

## 23. Definitions

**EDI:**
Abbreviation for Electronic Data Interchange. EDI means electronic interchange of data in a standardized format (in the form of a message) between parties for subsequent computer processing.
**EDI software:**
By EDI software is meant the computer programs used to transfer and receive EDI messages. The main functions carried out by EDI software are the following:

1. An **operative and administrative module**, for updating purposes, status reports, etc.
2. Sending and receiving data to/from application (**interface**). The actual application(s) is/are not considered part of the EDI software.
3. Translation between internal message formats and agreed standard format ( **EDI conversion**).
4. Operative and administrative functions for processing message definitions (**Mess.def.**), partner profiles (**Part prof.**), interchange log (**Int.log**) or error log (**Err. log**).
5. Sending and receiving EDI messages to/from computer network supplier or EDI partner (**Communication interface**).

**Figure 1**: Illustration of a possible EDI solution

**Interchange log:**
Historical data journal preserving all EDI messages in the transmitted or received format, also including status information, e.g. *date and hour* of each transmission. The status information will usually be included as an integral part of the interchange log, or registered in a separate "status log". It is assumed that the interchange log is adequately protected to ensure that data are not deleted or altered.
**EDI message:**
A continuous set of data, structured according to the UN/EDIFACT rules.
**UN/EDIFACT**

The United Nations rules for electronic data interchange for administration, commerce and transport (United Nations Rules for Electronic Data Interchange for Administration, Commerce and Transport). The rules encompass a set of standards, catalogues and guidelines for exchange of structured data, especially related to trade of commodities and services between independent computer-based information systems. The rules are recommended within the framework of the UN, are approved and published by the UN/ECE as the UN catalogue for exchange of commercial data (UNTDID) and is maintained through fixed procedures.

**UN/ECE**
The UN economic commission for Europe (United Nations Economic Commission for Europe) is one of five regional commissions within the UN. The UN/ECE covers North America, Western Europe and Eastern Europe, with its head office in Geneva. The UN/ECE's working group no. 4 (UN/ECE/WO.4 - Working Party on Facilitation of International Trade Procedures) is also in charge of developing and maintaining UN/EDIFACT.

**UNB segment:**
A service segment which introduces and identifies an exchange in EDIFACT.

**Interchange:**
By interchange in this agreement is meant all data transmitted between the parties in the form of a structured set of messages and service segments, starting with an interchange head and ending with an interchange tail.

**Interchange agreement:**
By interchange agreement in the agreement is meant an agreement between parties, regulating on a general basis their rights and obligations in the use of EDI.

**Group agreement:**
In a group agreement the second party constitutes a group, identified for instance by the name of an organization. Upon signing the agreement, the individual members are connected to each other in such a way that each individual in interaction with other members accepts that the stipulations of this agreement and appendices are equally valid as if they had been approved bilaterally by the two parties.

**Third party:**
A third party acts as an intermediary for one or both parties and enables EDI transmission. The relationship is regulated in a communication agreement between each trading party and his third party (usually a computer network supplier).

**Transmission service:**
By transmission service is understood the sum of services and functions carried out by the communications service (functions offered by a given communications system) and the EDI software for handling and transmitting EDI messages. Manual routines, documentation and rules for the services/functions are also included.

**Trusted Third Party (TTP):**
A Trusted Third Party in this context is an important element in the electronic data interchange infrastructure, and is accessible to users requiring various types of security services to establish confidence in the EDI and business functions that shall be carried out.

**Message manual:**
The message manual describes aspects related to one or more message types, or the relationship between various message types. It is the result of message interpretations and the development of new message types. It describes the functions of the message types included in the manual, as well as implementation guides for each message type. Message manuals can be compiled by anybody requiring them, for instance the parties themselves, the user community, trade associations, or Norsk EDIPRO.

**Implementation Guide:**
This is a precise description of how to employ segments (a previously defined and identified sequence of functionally dependent data element values) and data elements (a data unit with a detailed specification of identification, description and value) in a particular message type. The Norwegian Guide to Using EDIFACT (part 5) provides a more detailed description of the EDIFACT structure. Implementation Guides can be formulated by anybody requiring them, for instance the parties themselves, the user community, trade associations, or Norsk EDIPRO.

**Control message:**
This is a message generated by the receiver's EDI software, and is sent to the sender to acknowledge receipt of the initial EDI message (the EDIFACT message CONTRL is one example of a control message).

**Acknowledgement message:**
This is a status message received by a third party with information about an EDI message which the sender has just sent (attempted to send) via this third party.
**Business receipt:**
By business receipt is meant an EDI message sent by one party to confirm handling of the business content of a received EDI message (e.g. order confirmation).

**Message group:**
By message group is understood one or more message of the same type, introduced by a message group head and concluded by a message group tail.
**Requirements for written communication between the parties:**
By written communication is understood a handwritten signature on a paper document or telefax. E-mail and other types of electronic transmission of messages may also be used.

# Appendix 1 -
# Use of Various Message Types

The following is to be regarded as Norsk EDIPRO's recommendation, specifying how similar message types are to be used between the parties in electronic transmission of documents (EDI) based on UN/EDIFACT. A guide to completing and using the appendix is provided in a separate chapter (chapter 4).

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## 1. Registration of Appendix 1

This appendix regulates the use of EDI messages for

**A**

and is entered into between

**B**

Party A
and

**C**

Party B

The appendix is based on the Interchange Agreement between the parties dated

**D**

The following sub-appendices make up an integrated section of this appendix:

**E**

| Sub-appendix | Description | Part of the Agreement? Yes | No |
|---|---|---|---|
| 1 | Particular modifications, specifications and additions to aspects regulated in the Interchange Agreement (IA) | | |
| 2 | Modifications, specifications and additions to Appendix 1 | | |
| 3 | Modifications, specifications and additions to the Implementation Guide | | |
| 4 | Operating routines | | |

Reference is made to the provisions of the Interchange Agreement's article 2, in which the parties agree that Appendix 1 - Use of Various Message Types can be applied to new EDI messages on the basis on the Interchange Agreement and without having to modify the Agreement itself.

Binding signature:

**F**

| | *Party A* | *Party B* |
|---|---|---|
| *Date*<br><br>*Signature*<br><br>*Title* | | |

## 2. Identification of the parties

To identify the parties in transmitted exchanges and message groups, the identification number listed in Appendix 3 shall be used, unless otherwise stated in sub-appendix 1.

## 3. EDI messages and implementation guides

All EDI messages exchanged between the parties shall follow the message definition documented in the following Implementation Guides:

| Message type | Reference to Implementation Guide |
|---|---|
| | |

In transmissions between the parties EDI messages shall be identified in accordance with the Implementation Guides listed above. Modifications, specifications or additions to the listed Implementation Guides are described in sub-appendix 3.

**Times and frequency of EDI message transmission**
Transmission of EDI messages between the parties shall take place at the following times:

| | *Party A* | *Party B* |
|---|---|---|
| *Send to the transmission service (mailbox)* | | |
| *Collect from the transmission service (mailbox)* | | |

A transmission including all the necessary EDI messages is considered received at the moment that it is made accessible for the receiver at the latter's transmission service (mailbox).

**Processing of received EDI messages**
EDI messages that have been received must be processed by the receiver within

| *Message type* | *Party A* | *Party B* |
|---|---|---|
| | | |

# 4. Acknowledgements and control messages

**Use of control message**
The service message CONTRL is used by the parties as follows:

| | *Party A* | *Party B* |
|---|---|---|
| *Acknowledge receipt of transmission* | | |
| *Confirm that the EDI messages have correct syntax* | | |

If an acknowledgement has not been requested (data element 0031 - acknowledgement request in the received UNB segment), the sender shall still be notified by CONTRL if there is an error in the transmission.

Received transmissions and messages shall be processed and reported by the receiver within:

| *Message type* | *Party A* | *Party B* |
|---|---|---|
| | | |

If Acknowledgements are missing then the contact person listed in Appendix 3 of the Interchange Agreement must be contacted immediately.

CONTRL messages shall follow specifications given in the document *TRADE/WP.4/R.1010* with corrigendum, issued by UN/ECE.
A positive acknowledgement in the form of CONTRL means that no syntax errors are found in the particular section for which the message applies, that the receiver will assume responsibility for processing this part, and that it is the receiver's responsibility to notify the sender as soon as possible (by other means than CONTRL) if the data are not to be processed by the receiver after all.
A negative acknowledgement in the form of CONTRL means that an error has been detected, or that the receiver for other reasons rejects the section covered by the acknowledgement.

**Use of business receipt**
The business content of the received EDI messages shall be acknowledged as follows:

| *Received message type* | *Business receipt to be returned? (yes/no)* | *Message type* |
|---|---|---|
| | | |

# 5. Use of EDIFACT syntax

EDIFACT syntax shall be used as described in *The Norwegian Guide to Using EDIFACT*, version 2.0, part 5 for all exchanges between the parties unless otherwise specifically agreed on between them.

## 6. Security

The following security mechanisms shall be used for EDI messages transmitted between the parties:

| | *Security mechanism used (yes/no)?* | | | | | | |
|---|---|---|---|---|---|---|---|
| Message type | Sequence number | Control count | Signed controlcount | Digital signature | Crypto-graphy | Use of TTP | Other |
| | | | | | | | |
| Algorithm for cryptography | | | | | | | |
| Algorithm for signature | | | | | | | |

(TTP - Trusted Third Party)
Details concerning use of the various security procedures are listed in sub-appendix 2.

## 7. Storage of EDI messages

Exchanged EDI-messages are stored by both parties. The following minimum storage time is agreed on:

| *Message type* | *Party A* | *Party B* |
|---|---|---|
| | | |

## 8. Operating routines and deviations

Operating routines regulating transmission and processing of EDI messages and procedures in the case of possible deviations are specified in sub-appendix 4.

## 9. Validity of the appendix

In the case of a termination of the Interchange Agreement there will be no reason to keep this appendix. A termination of the Agreement will thus automatically mean a termination of this appendix.

Each party can terminate this appendix at 2 - two - months notice without also terminating the Interchange Agreement.

If a termination occurs this appendix's requirements as to storage time (cf. article 7) will still be valid for both parties, until the agreed storage time for the last exchange has expired.

## 10. Modification of the appendix

Modifications of the appendix must be done in writing and require a binding signature from both parties. All specifications, modifications and additions shall be listed in Appendix 2.

## 11. Sub-appendix 1

## Particular modifications, specifications and additions to aspects regulated in the Interchange Agreement that are unique for message types included in Appendix 1

For Party A

Sign.: _____

Title: _____

For Party B:

Sign.: _____

Title: _____

**12.** Sub-appendix 2

## Modifications, specifications and additions to Appendix 1

For Party A

Sign.: _____

Title: _____

For Party B:

Sign.: _____

Title: _____

## 13. Sub-appendix 3 -

## Modifications, specifications and additions to the Implementation Guides

For Party A

Sign.: _____

Title: _____

For Party B:

Sign.: _____

Title: _____

## 14. Sub-appendix 4 -

## Operating routines

For Party A

Sign.: _____

Title: _____

For Party B:

Sign.: _____

Title: _____

## Appendix 2
## GENERAL MODIFICATIONS OF THE STANDARD TEXT

For Party A

Sign.: _____

Title: _____

For Party B:

Sign.: _____

Title: _____

_____

**Note:**
This appendix is updated as of_____ and valid from the same date. The appendix is a specification of deviations to the **Norsk EDIPRO Interchange Agreement** concluded by the parties on_____with entry into force on _____.

# Appendix 3
# INFORMATION ABOUT THE PARTIES

**Contact persons by errors/problems (administrative)**

For Party A: For Party B:

Name: _____ Name: _____

Tel: _____ Tel: _____

**Contact persons by errors/problems (technical)**

For Party A: For Party B:

Name: _____ Name: _____

Tel: _____ Tel: _____

Identification of the parties (sender/receiver) shall be done by means of an identifying element in the UNB segment. Use of the following table is recommended:

| Syntax element | Data element | Agreed usage |
|---|---|---|
| Identifying element | UNB-0004/0010 | |
| Party identification qualifier | UNB-0007 | |
| Address for reply transmission | UNB-0008 | |
| Address for forwarding | UNB-0014 | |
| Receiver's reference/password | UNB-0022 | |
| Receiver's reference/password qualifier | UNB-0025 | |
| Communications address | | |

For Party A For Party B:

Sign.: _____ Sign.: _____

Title: _____ Title: _____

_____

**Note:**

This appendix is updated as of, and valid from the _____. Information in this appendix can be altered without this affecting the validity of **Norsk EDIPRO Interchange Agreement** concluded by the parties.

# Appendix 4
# OPTIONS IN EDIFACT SYNTAX

The EDIFACT syntax includes several options that the parties (1) may choose to employ and (2) may implement in various ways. Use of the following table is recommended:

EDIFACT syntax shall be used as described in Norwegian Guide to Using EDIFACT, version 2.0 with the following specifications:

| | | |
|---|---|---|
| Use of UNA | | |
| Use of functional message groups (UNG/UNE) | | |
| *Syntax element* | Segment/data element | Agreed usage |
| Syntax level | UNB-0001 | |
| Syntax version | UNB-0002 | |
| Application reference | UNB-0026 | |
| Processing priority | UNB-0029 | |
| Acknowledgement request | UNB-0031 | |
| Exchange identification | UNB-0032 | |
| Test indicator | UNB-0035 | |
| Exchange reference | UNB-0020 | |
| Date (for preparation) | UNB-0017 | |
| Time (for preparation) | UNB-0019 | |
| Common reference | UNH-0068 | |
| Transmission status | UNH-S010 | |

For Party A

Sign.: _____

Title: _____

For Party B:

Sign.: _____

Title: _____

_____

**Note:**

This appendix is updated as of, and valid from the _____. Information in this appendix can be altered without this affecting the validity of **Norsk EDIPRO Interchange Agreement** concluded by the parties.

# Appendix 5
# COMMUNICATION METHODS

**The following telecommunications protocols are used:**

By Party A:

_____:_____

_____:_____

By Party B:

_____:_____

_____:_____

**The following third party suppliers/Computer network are used:**

By Party A:

_____:_____

_____:_____

By Party B:

_____:_____

_____:_____

For Party A

Sign.: _____

Title:_____

For Party B:

Sign.: _____

Title:_____

_____

**Note:**

This appendix is updated as of, and valid from the _____. Information in this appendix can be altered without this affecting the validity of **Norsk EDIPRO Interchange Agreement** concluded by the parties.

## Appendix 6
## LIST OF MEMBERS

| No.: | Name of company: | ID no. | Contact person | Tel: |
|---|---|---|---|---|

**Note:**

This appendix is updated as of, and valid from the _____. Information in this appendix can be altered without this affecting the validity of **Norsk EDIPRO Interchange Agreement** concluded by the parties.

## 3. Guide to completing the Interchange Agreement

**General Information about Norsk EDIPRO Interchange Agreement**

**Background**

The Norsk EDIPRO Interchange Agreement has been developed in two stages:

1. Version 2.0 March 1993 Includes the Interchange Agreement itself
2. Version 3.0 August 1995 Includes a revision of the Interchange Agreement and preparation of Appendix 1 Use of Various Message Types (previously called the Document Agreement).

The development work has been led by Norsk EDIPRO, involving several users from both the public and private sector, together with lawyers with expertise in this area.

**New elements in Interchange Agreement Version 3.0**

Users who have utilized Interchange Agreement Version 2.0 will find some new elements in Version 3.0, although the structure of the agreement has not been changed. Input elements in Version 3.0 are the following:

1. Needs and requirements that have emerged during the preparatory work for Appendix1 Use of Various Message Types (previously called the Document Agreement).
2. Harmonization of the Interchange Agreement with the UN and EU International EDI agreements.

The main innovations in Norsk EDIPRO Interchange Agreement Version 3.0 are:

Appendices: Appendix 1 Use of Various Message Types.
Appendix 3 Information about the parties requires more thorough specification.
Appendix 4 Options in EDIFACT syntax.
Appendix 5 Communication method.

New articles in the agreement: Art. 5 Operational equipment and modifications
Art. 10 Security
Art. 12 Conformity with applicable law

Modified articles in the agreement: Art. 1 Objective
Art. 2 Structure and amendment rules
Art. 4 Contributions from third party
Art. 7 Control during transmission
Art. 8 Verification and acknowledgement of EDI-messages
Art. 11 Protection of confidential information
Art. 17 Breach of contract
Art. 20 Duration and terminability of contract
Art. 21 Conveyance
Art. 23 Definitions

**Use of Norsk EDIPRO Interchange Agreement**

The Norsk EDIPRO Interchange Agreement is a **model agreement** that can be used for one or more players exchanging EDI messages.

The Interchange agreement can be used for **all types of EDI messages**. Still, the Agreement is limited to exchange of EDI messages following UN/EDIFACT standards.

The Interchange Agreement is primarily for **use in domestic trade**. The agreement can also be used for exchange of EDI messages to other countries, but one should in such cases also consider using UN/EDIFACT Interchange Agreement and/or EU Model EDI agreements.

**Structure of the Interchange Agreement**
The Interchange Agreement has the following structure:

| Main agreement: | Appendix: | Sub-appendix: |
|---|---|---|
| The Interchange Agreement (standard text) | Appendix to the Interchange Agreement | Appendix to Use of the Various Message Types |
| | 1. Use of messages | 1. Special modifications and additions to the Interchange Agreement<br>2. Modifications, specifications and additions to Appendix 1<br>3. Modifications, specifications and additions to Implementation Guide<br>4. Operating routines |
| | 2. General modifications to the standard text.<br>3. Information about the parties<br>4. Options in EDIFACT syntax<br>5. Communication method<br>6. List of members | |

## Completion of the Norsk EDIPRO Interchange Agreement

The **Norsk EDIPRO Interchange Agreement** consists of a main agreement (standard text) and attached appendices:

**1. The Interchange Agreement itself** is the main contract between the EDI partners, in which the parties regulate general terms, i.e. that are not tied to a particular EDI message. This agreement is a standard text. If modifications or additions to this text are desired, it must be done in Appendix 2. Only one Interchange Agreement is concluded between the parties.

Preceding the Interchange Agreement there are 2 pages for signing of the agreement itself. The following items need to be filled in:

- Names of the parties and identification no.
- In the table *Check the appendices which are part of the agreement* check **Yes** or **No** for each appendix. If **Appendix 1 Use of Various Message Types** is part of the agreement, list the message types activated, i.e. art. A in Appendix 1. Up to 5 different Appendix 1's can be listed in the table.
- Finally write the date for the entry into force of the agreement and sign.

**2. Completion of each Appendix**

**Appendix 1 Use of Various Message Types** is formulated as a filling-in agreement, but is not an independent agreement between the parties. This means that filling in Appendix 1 Use of Various Message Types presupposes that the parties have already concluded an Interchange Agreement. Appendix 1 is used for reaching agreement on aspects that apply to one or more types of EDI messages. Note that one filling-in agreement may specify several EDI messages. Besides, the parties can list as many types of EDI messages as they want in Appendix 1. In specifying each Appendix 1 in the table *Check the appendices that are part of the agreement* you will maintain control of how many filling-in agreements (Appendix 1) that are used by the parties. There is also a guide to completing Appendix 1.

You should also note that Appendix 1 has 5 Sub-Appendices, only Appendix 1 has sub-appendices. They are helpful in further specifying use of the Message types.

**Appendix 3 Information about the parties, 4 Options in EDIFACT syntax** and **5 Communication method** are used to specify some values that are similar, i.e. independent of the EDI message type.

**Appendix 6 List of members** is used when a Group Agreement has been concluded.

Note that **all active appendices, apart from Appendix 6, must be signed**. One must also fill in the date for the entry into force.

**Comments to the Norsk EDIPRO Interchange Agreement**

Finally, we have included a questionnaire to be used for comments or suggested changes in the Interchange Agreement.

# 4. Guide to completing Appendix 1 Use of Various Message Types

This chapter provides a guide to completing and using Appendix 1 - Use of Various Message Types.
The text itself is found in a separate chapter (chapter 2.3).

**The connection between various documents and agreements in an EDI relationship**

Norsk EDIPRO's Interchange Agreement with attached appendices makes up one element in a comprehensive structure of necessary agreements and specifications to regulate all technical and business-related aspects in the use of EDI. The figure below illustrates the elements involved and the connection between them.

## 1 Agreements

The following agreements are normally present to regulate the parties' rights and obligations in an EDI relationship:

**Business agreement**, regulating the business relationship between the parties. Typical factors of a business agreement are discounts, delivery and payment terms. Business agreements are not unique for an EDI-based relationship and often exist from before.

**Interchange agreement**, regulating the parties rights' and obligations in the use of EDI. The Interchange Agreement will usually be independent of the message type that is exchanged between the parties.

In addition to these agreements the parties will also enter into separate agreements with their service suppliers (e.g. communications contract with computer network supplier).

## 2 Specifications

The following documents will normally be used to specify the use of EDI messages:

**Message manual**, which describes and explains the use of various message types and the connection between certain message types. A message manual is the result of a message interpretation or the development of a new message type. A message manual describes how the messages function and provides an implementation guide for each message type.

**The description of functions** describes the area covered by the message manual (e.g. order processing, payments, etc.), giving a description of the aspects that apply generally to all message types or that concern the connection between certain message types.

**The implementation guide** is a precise description of how segments and data elements are used in the Various Message Types.

## Principles for formulating Appendix 1-Use of Various Message Types

### 1 What is included in the appendix

The aspects normally covered by the Interchange Agreement's Appendix 1 are mainly technical and operational, related to the parties' EDI solutions. Typical elements covered include:

- what message types are exchanged and which Implementation Guide is applied
- use of the CONTRL message
- required processing time of the receiver
- when messages shall/can be sent
- etc.

The question of which aspects shall/should be agreed on is largely independent of what message types are exchanged between the parties. For example, it will always be relevant to agree on the processing time for all types of EDI messages. The exact values, on the other hand, will possibly vary, depending on the parties, message types and the parties' requirements to security, for instance. For example, it will be appropriate to establish various requirements for processing time, depending on the message type, since some EDI messages have shorter time limits than others.

**Appendix 1 to Norsk EDIPRO's Interchange Agreement aims to cover as many factors as possible that apply for a large number of EDI messages**. The appendix is prepared in such a way that the parties must fill in the relevant values that apply to their use of the messages. **It is assumed that all blanks in the agreement are filled in.**

### 2 Connection to a business agreement

The existence and extent of Business agreements within different trades vary greatly. In addition to the purely technical aspects it may thus be relevant to specify some factors on the business-related use and understanding of EDI messages. In this way the Interchange Agreement, and in particular Appendix 1, may contribute to a formalization of the business relationship between the parties. This is especially relevant in those cases where there is no business agreement. Such factors in the wholesale and retail trade may include:

- time limits for changing an EDI order
- which products/services can be ordered by means of EDI
- time limits for executing an order according to when the EDI order has been received

**Such business aspects are not covered by the Norsk EDIPRO Interchange Agreement.** If the parties wish to specify such aspects as part of the Interchange Agreement they must be listed in separate appendices.

### 3 The number of EDI messages included in Appendix 1

The parties often formulate a separate appendices for all message types that are exchanged, and they are often established bilaterally between the parties. This means that one appendix regulates one, and only one message type, e.g. an order between two parties. As the use of EDI becomes increasingly customary this will mean that the parties have to administrate a great deal of agreements with attached appendices. The following table illustrates this problem seen from one party's side:

| The number of parties | The number of messages | The number of Interchange Agreements | The number of Appendix 1's |
|---|---|---|---|
| 2 | 1 | 2 | 2 |
| 2 | 2 | 2 | 4 |
| 50 | 2 | 50 | 100 |
| 200 | 4 | 200 | 800 |

Ideally, it would therefore be desirable that the same contract document with appendices can be used for several messages between the parties. In this context one must also assess the need for a precise specification of operative and business-related aspects that are often typical of a message between two parties.
**Appendix 1 to Norsk EDIPRO's Interchange Agreement is based on the assumption that the same document can regulate several message types**. The appendix can also be used for one single EDI message.
In an operational perspective an EDI relationship will often encompass a couple of message types that are used to solve a given business function. Typically this would be a "request" and a "business receipt" to the former. Examples are:

| *Business function* | *Message types* |
|---|---|
| Order processing | Order (ORDERS) and Order confirmation (ORDRSP) |
| Consignment note | Transport instruction (IFTMIN) and contract (IFTMCS) |

## 4 Group agreement

The standard text of the Interchange Agreement and Appendix 1 are designed for two parties, it is possible, however, for several parties to adopt the same agreement through a so-called "Group agreement". In a Group agreement the second party is a group, identified by the name of an organization, for instance. Upon signing the agreement, the individual members are connected to each other in such a way that each individual in interaction with other members accepts that the provisions of this agreement and appendices are equally valid as if they had been approved bilaterally by the two parties.

## 5 Separate appendix for use of CONTRL?

In addition to a business acknowledgement of receiving an EDI message it may be relevant to use EDIFACT's standard control message - CONTRL to indicate that the message has reached the receiver and that it is correct according to the EDIFACT rules. **In Norsk EDIPRO's Interchange Agreement it is not required to formulate separate appendices for use of CONTRL.**

## The items in Appendix 1

Several comments are given on how the various articles in Appendix 1 to Norsk EDIPRO's Interchange Agreement are supposed to be used.

**1 Identification of Appendix 1**

The front page of the Appendix is designed to identify the appendix and which parties have agreed to it.

**A -...use of EDI messages for...**

Here are listed the business documents or the business area covered by the appendix. Examples are:

- EDI messages for orders and order confirmations
- EDI messages for invoice (INVOIC) and remittance advice (REMADV)
- Transport instruction and contract

*Example*

...use of EDI messages for

**A**

**Exchanging Order and Order Confirmation**

**B/C - The Parties**

Here are listed the signatories (i.e. organizations) to the agreement.

If the Interchange Agreement is formulated as a "group agreement" the group shall be listed as party B, and reference should also be made to the appendix listing the members of the group.

It should be noted that since the appendix refers to an Interchange Agreement it will not be possible to establish Appendix 1 within a group and at the same time have bilateral Interchange Agreements. The reverse situation is possible, however.

*Example:*

**B**

**EDI Company Ltd.**
Party A
and

**C**

**User group EDI** (**see** Appendix 6)
Party B

**D - Reference to IA**

The relevant Interchange Agreement between the parties is identified here.

*Example*

The appendix is based on Interchange Agreement already concluded between the parties dated

**D**

**1 January 1995**

**E - Attached sub-appendices**

Appendix 1 to Norsk EDIPRO's Interchange Agreement is designed to cover the most usual aspects in an EDI relationship. Nevertheless, there may still be some parties and message types that have requirements which are not covered by the standard text. The standard text therefore identifies a set of sub-appendices where such aspects can be specified. In this blank one shall mark off the sub-appendices actually used. All sub-appendices shall be marked with a yes or no.

*Example:*

The following sub-appendix makes up an integrated part of the this document:

**E**

| Sub-Appendix | Description | Part of the Agreement? Yes | No |
|---|---|---|---|
| 1 | Particular modifications, specifications and additions to aspects regulated in the Interchange Agreement | | |
| 2 | Modifications, specifications and additions to Appendix 1 | | |
| 3 | Modifications, specifications and additions to the Implementation Guide | | |
| 4 | Operating routines | | |

Reference is made to the provisions in article 2 of the Interchange Agreement in which the parties agree that Appendix 1 - Use of Various Message Types can be concluded for new types of EDI messages based on the Interchange Agreement without having to change the latter.

**F - Signature**

If the Interchange Agreement is part of a Group Agreement it shall be signed by a representative of the Group.

It should be noted that Norsk EDIPRO's Interchange Agreement is designed to be written out on paper and signed by the parties, but does not exclude the possibility of using EDI messages with their security procedures (digital signatures) for an electronic signing of the agreement.

*Example:*

Binding signature

| **F** | *Party A* | *Party B* |
|---|---|---|
| *Date* | **95.01.01** | **95.01.01** |
| *Signature* | **<sign>** | **<sign for the group>** |
| *Title* | **Man. Dir.** | **Head of Secretariat** |

## 2 Identification of the parties

Norsk EDIPRO's Interchange Agreement requires that an identification number is given for the parties included in the agreement. This identification number must be regarded as the parties' EDI address for use in the UNB/UNG segments. Only one ID number can be given for each party. This will usually be sufficient for the majority of users. If it is necessary to list other or different ID numbers, this can be done in sub-appendix 1.

## 3 EDI messages and implementation guides

Here can be listed the Implementation Guides used for interpreting the EDI messages. If there are other rules for use of the messages (modifications, specifications or additions), these shall be listed in sub-appendix 3.
It should be noted that the appendix prescribes that "*In transmissions between the parties EDI messages shall be identified as listed in the above mentioned Implementation Guides.*" This refers to the values given in the UNH segment in the transmitted messages. One must therefore check that the Implementation Guide actually lists these values.

*Example:*
All EDI messages exchanged between the parties shall follow the message definition documented in the following Implementation Guides:

| *Message type* | *Reference to Implementation Guide* |
|---|---|
| **ORDERS** | **NEP (Norsk EDIPRO) ORDERS, D.93A** |
| **ORDRSP** | **NEP (Norsk EDIPRO) ORDRSP, D.93A** |

**Times and frequency of EDI message transmissions**

The precise point of time for transmitting messages can in some cases be crucial for the business relationship between the parties. Take for example the wholesale and retail trade, in which one often agrees that an order received by 9 am must be executed within the same day. Hence, it will often be necessary to agree when EDI messages are to be sent/collected from the transmission service. The business consequences shall be determined in a business agreement or in sub-appendix 2.

In an EDI relationship in which no direct communication has been established between the parties, i.e an intermediary network is used, each party will only control some parts of the total processing sequence:

- The sender processes the business document (e.g. the order) in his application
- The sender initiates a transmission to the network
- The network supplier processes the message and places it in the receiver's mailbox
- The receiver processes the business document (e.g. the order) in his application

Depending on how the processing has been organized by each party, the total processing sequence may be long or short. In order for the parties to be able to calculate the entire processing time, requirements for transmission (i.e. the exact hour that the sender transfers the messages from his EDI system) and collection (i.e. the exact hour that the receiver can pick up the messages from the transmission service) of
exchanges to/from the network supplier (transmission service). This can be listed in various ways, for example:

- on a daily basis, i.e. daily sending/collecting without specifying the exact time
- every hour, i.e. the parties send/collect messages every hour
- at a given hour
- before a given hour
- etc.

It is worth noting that even though demands have been made on both parties, no demands are made on the processing time of the intermediary network. This must be covered by the parties' communication agreements with the network supplier.
*Example:*
Transmission of EDI messages between the parties shall occur at the following times:

| | *Party A* | *Party B* |
|---|---|---|
| *Sending to the transmission service (mailbox)* | **No particular requirements** | **No particular requirements** |
| *Collection from the transmission service (mailbox)* | **Once an hour** | **Once an hour** |

**Processing of received EDI messages**
In order to calculate the total processing time, demands must be made on the processing of the EDI messages at the receiving end, i.e. in the receiver's applications. Applications in this context are regarded as the parties' total EDI system, i.e. both the EDI functions and the administrative application (e.g. the order processing system). Such requirements can be indicated in several different ways, for example:

- on the same day, i.e. the message shall be processed the same day without specifying the exact time
- within an hour, i.e. the parties shall process messages within an hour after they have been placed in his mailbox
- as soon as possible
- within a business day
- etc.

It will often be natural to specify the processing time in relation to when the messages are actually received, for example:

- For messages received on normal workdays between 8 am and 2 pm: within two hours.
- For messages received at other times: by 10 am on the following workday.

It is worth noting that Appendix 1 to Norsk EDIPRO's Interchange Agreement prescribes that "*An exchange with all its EDI messages is considered received at the moment that it is made available in the other party's transmission service (mailbox).*" This means that the receiver is responsible for collecting messages from the mailbox (transmission service) and to process them within the given time limits.

*Example:*
Received EDI messages shall by processed by the receiver within:

| *Message type* | *Party A* | *Party B* |
|---|---|---|
| **all message types** | _ within two hours for messages received on regular workdays between 8am and 2pm<br><br>_ by 10am the following workday for messages received at other hours | _ within two hours for messages received on regular workdays between 8am and 2pm<br><br>_ by 10am the following workday for messages received at other hours |

## 4 Acknowledgements and control messages

**Use of the control message**
The service message CONTRL can be used by the receiver of a transmission to send a receipt for, or rejection of, the entire exchange or parts of it. CONTRL is the only general mechanism in EDIFACT which can be used to produce receipts or report errors. CONTRL is primarily designed for reporting syntax errors, i.e. wrong use of ISO 9735 (the syntax rules). The CONTRL message, if used, will be generated by the receiver's EDI software.
In other words, CONTRL is used as a receipt between the parties' EDI software. It is also worth noting that in those cases in which one or both parties use a third party supplier for EDI conversion one risks that the CONTRL message does not return to the initial sender (cf. the figure below). In such cases the third party instead sends another agreed upon acknowledgement back to the party in question.

It is worth noting that Appendix 1 to Norsk EDIPRO's Interchange Agreement states that *"If no confirmation has been requested (data element 0031 - acknowledgement request in the* received UNB segment), the sender shall nevertheless be notified by a CONTRL message if errors have been found in the received interchange." In other words, it is assumed that the party's EDI systems are able to use CONTRL.
Moreover, the standard text prescribes that *"CONTRL messages s*hall *follow the specification given in document TRADE/WP.4/R.1010 with corrections,* issued by UN/ECE." This is the most complete and updated version of the CONTRL message. The document is available from Norsk EDIPRO.

The CONTRL message shall be used to:

1. acknowledge receipt of an exchange
2. acknowledge receipt of a message and if necessary report errors

In general we can distinguish between two kinds of acknowledgements:
**A positive acknowledgement**, i.e. confirming that everything is accepted and approved;
**A negative acknowledgement**, i.e. indicating that errors have been discovered or that the part which is to be acknowledged is rejected by the receiver.
*The Norwegian Guide to Using EDIFACT* recommends that positive acknowledgements are returned after most of the processing on the receiver side has been done. To acknowledge an order it would therefore be preferable to send an order confirmation, but if for instance there is a long processing time the parties can agree that a CONTRL message shall be returned immediately after receipt of the exchange.
In article 4, under Use of the Control Message, one can specify how CONTRL shall be used between the parties and also time limit requirements if necessary.
Alternative ways to describe the use of CONTRL:

1. To acknowledge receipt of an exchange
   _ yes, i.e. receipt of an exchange shall always be confirmed with CONTRL
   _ no, i.e. receipt of an exchange shall not be confirmed with CONTRL unless errors have been discovered
   _ only when this is requested in the UNB segment data element 0031 in the received exchange
2. To confirm correct messages
   _ yes, i.e. all messages shall be confirmed with CONTRL
   _ no, i.e. no messages shall be confirmed with CONTRL unless errors have been found in the message

For time-limit requirements in the use of CONTRL these can be listed in the same manner as in article 3, under Processing of Received Messages.
It must be emphasized that the time-limit requirements in article 4, under Use of the Control Message is included as part of the total time requirements given in article 3, under Processing of Received EDI Messages.
*Example:*
The service message CONTRL is used by the parties as follows:

| | *Party A* | *Party B* |
|---|---|---|
| *To acknowledge receipt* | **only when requested in the** | **only when requested in the** |

| | | |
|---|---|---|
| *of an exchange* | **UNB segment data element 0031 in the received exchange** | **UNB segment data element 0031 in the received exchange** |
| *Confirm* that EDI messages have correct syntax | **no** | **no** |

If acknowledgement is not requested (data element 0031 - request of acknowledgement in the received UNB segment), the sender shall still be notified by sending CONTRL if errors have been discovered in the received exchange.

Received exchanges and messages shall be processed and reported by the receiver within

| *Message type* | *Party A* | *Party B* |
|---|---|---|
| **All message types** | **Within 1 hour** | **Within 1 hour** |

**Use of business receipts**
By business receipt is meant an EDI message that it sent from one party to confirm the processing of the commercial contents in a received EDI message (e.g. order confirmation). Such business receipts are often necessary to ensure that the parties have an equal commercial understanding of the EDI message contents.

*Example:*

The commercial content of received EDI messages shall be acknowledged as follows:

| *Received message type* | *Business receipt to be returned? (yes/no)* | *Message type* |
|---|---|---|
| **ORDERS** | **yes** | **ORDRSP** |
| **ORDRSP** | **no** | **not necessary** |

The above shall then be understood as follows:
- a received ORDERS (order) shall always be confirmed by an ORDRSP (order confirmation)
- a received ORDRSP (order confirmation) shall not be confirmed

## 5 Use of EDIFACT syntax
Questions concerning use of the EDIFACT syntax shall be dealt with in the parties' EDI software.

Since the EDIFACT syntax contains several options, it is vital that the parties' EDI software is organized in such a way that the parties are actually capable of exchanging EDI messages. The specifications in *The Norwegian Guide to Using EDIFACT* are helpful in this respect. Exceptions are specified in sub-appendix 2.

## 6 Security

For some EDI messages it may be appropriate to specify particular security measures. The standard text of Appendix 1 identifies which security procedures that are used, while details concerning each procedure are given in sub-appendix 2.

In cases where the use of security procedures are subject to grading provisions one must ensure that sub-appendix 2 is stored and dealt with according to these provisions.

*Example:*

The following security procedures shall be used for EDI messages that are transmitted between the parties:

| Message type | *Security mechanism used (yes/no)?* | | | | | | |
|---|---|---|---|---|---|---|---|
| | Sequence number | Control count | Signed controlcount | Digital signature | Crypto-graphy | Use of TTP | Other |
| **ORDERS** | **yes** | **yes** | **no** | **no** | **no** | **no** | **no** |
| **ORDRSP** | **no** | **yes** | **no** | **no** | **no** | **no** | **no** |
| Algorithm for cryptography | | | **Not relevant** | | | | |
| Algorithm for signature | | | **Not relevant** | | | | |

(TTP - Trusted Third Party)

Sub-appendix 2 may then have a text like the following:

The **sequence number** is generated as a sequential counter of all messages that are transmitted between the parties. The sequence number shall be stated as a unique message reference in the UNH segment, data element 0062.

The **control count** is calculated as a "nonsense sum" by adding up all the article numbers.

## 7 Storage

Norsk EDIPRO's Interchange Agreement states that messages normally shall be stored in 6 - six - months unless otherwise stipulated in Norwegian law or specifically agreed on in Appendix 1.

*Example:*

Exchanged EDI messages shall be stored by both parties. The following minimum storage time has been agreed on:

| *Message type* | *Party A* | *Party B* |
|---|---|---|
| **All message types** | **According to Interchange Agreement** | **According to Interchange Agreement** |

## 8 Operating routines and deviations

Operating routines that regulate transmissions and processing of EDI messages and procedures for deviations are assumed to be specified in sub-appendix 4.

## 9 The validity of the agreement

If the Interchange Agreement is terminated, there will be no reason for keeping Appendix 1. A termination of the Interchange Agreement will therefore automatically also mean a termination of all Appendix 1's based on the terminated IA.

In a termination of Appendix 1 the Agreement's requirements concerning storage of information (cf. article 7) will still be valid for both parties until the agreed storage time for the last exchange has expired.

## 10 Modification of the appendix

As mentioned earlier, the Norsk EDIPRO Interchange Agreement with appendices is supposed to be written out on paper and signed by the parties. Modifications of the appendix must also be done in writing and require a binding signature from both parties. All specifications, modifications and additions shall be listed in Appendix 2.

## 11 Sub-appendix 1 particular modifications, specifications and additions to aspects regulated in the Interchange Agreement that are unique for message types included in Appendix 1

This sub-appendix is included to specify possible deviations to the Interchange Agreement concluded between the parties, based on the use of certain message types.

Examples of this kind of situation:

- separate addresses
- identification of party where this is done at department level for instance
- special circumstances concerning use of third party
- cost sharing
- exchange of test data
- the parties' obligations at the sending and receiving end, for instance control procedures before sending and verification upon receiving EDI messages.
- special requirements to log and storage that go beyond what has been decided in the Interchange Agreement
- special rules for economic losses, breach of contract and damages
- etc.

## 12 Sub-appendix 2 Modifications, specifications and additions to Appendix 1

The purpose of this annex is to specify deviations to the standard text in Appendix 1 which may include aspects based on the business relationship between the parties, or in those cases where the standard text does not cover all the elements that the parties wish to regulate. Examples of business aspects that need to be described are as follows:

- Consequences of discrepancy between data given in the message (e.g. the owner of the account stated in an NAD segment does not tally with the account number stated in an FII segment)
- specifications concerning the commercial understanding of data that are transmitted.

- specifications concerning the commercial consequences of the data that are transmitted (e.g. a sum that is made available in the receiver's account on the same day that it is drawn from the payer's account)
- use of the promise or contract principle when entering into the agreement
- etc.

Such aspects will be particularly relevant in those cases when the Interchange Agreement is formulated as a group agreement covering several message types.

## 13 Sub-appendix 3 - Modifications, specifications and additions to the Implementation Guides

This annex is included to specify anomalous use of an Implementation Guide, and will e.g. cover aspects based on the business relationship between the parties, for example:

- a specification of the segments, composite elements, data elements or codes that shall (shall not) be used between the parties
- details concerning how data elements are to be understood and interpreted
- specification of data field lengths
- requirements for what must be controlled by the receiver (e.g. control counts)
- use of control counts and consequences if there are anomalies
- etc.

## 14 Sub-appendix 4 - Operating routines

This annex is included to specify the operating routines that apply for transmission of messages between the parties, for example:

- survey of message flow which shows the parties or perhaps service suppliers and their technical infrastructure in the form of machines, software and net services. Critical points in the message flow should be described in particular detail.
- routines that are crucial to ensure that sending, receiving and processing of EDI messages function properly. This will not only include automatized routines, but also manual processing and control.
- etc.

In relation to the operating routines it is also necessary to specify what procedures shall be introduced if deviations to the described routines occur, i.e. in case one of the parties is not able to maintain normal operation. Examples of such procedures include:

- pre-defined routines for fault-finding in one's own systems and connections with a particular person in charge
- a description of the order in which the routines are to be performed
- specification of situations in which the service supplier shall be notified
- specification of situations which require that the other party is notified

- fault lists indicating who shall be contacted and which alternative routines shall be applied
- when are data to be retransmitted and how shall it be shown that this is a retransmission.
- etc.

It should here be noted that some operative messages such as orders often are critical in terms of time. For this type of message there will often be a need for clear guidelines to handle deviations, and these guidelines should be relatively simple to specify (e.g. by fax). For other message types, on the other hand, it may be more difficult to specify effective deviation routines. However, these messages are not so critical time-wise, e.g. invoice, and message transmission can often be postponed until normal operation has recommenced. It is therefore not so vital to specify deviation procedures for these messages.

## 5. Form for comments and proposals for changes to Norsk EDIPRO

**To:**

**Norsk EDIPRO**
**P.O. Box 2526 Solli**
**N-0202 Oslo, Norway**

**Suggestions/remarks to Norsk EDIPRO Interchange Agreement**

From

Company:

Contact: