



SEPA Proxy Lookup Scheme Rulebook

EPC250-18 Version 2.0/ Date issued: 5 March 2020 / Date effective: 1 June 2020

Public

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Public

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0 Document information

0.1 Change history

Issue N°	Date	Reason for revision
V1.0	20/12/2018	Approval by the Board.
V2.0	5/03/2020	Approval by the Board. Changes resulting from a three-month public consultation which ended on 26 August 2019. Inclusion of additional changes following legal review and the creation of the EPC Dispute Resolution Committee (DRC). For detailed overview of changes please see Annex 8.

0.2 Purpose of document

The present SPL Scheme Rulebook (the “Rulebook”) consists of a set of rules, practices and standards that makes it possible to operate, join and participate in the SPL Scheme.

The objectives of the Rulebook are:

- To be the primary source for the definition of the rules and obligations of the Scheme.
- To provide authoritative information to Scheme Participants (the “Participants”) and other relevant parties as to how the Scheme functions.

0.3 About the EPC

The European Payments Council (EPC) is one voice for payment service providers (PSPs) on all European payment issues. The EPC’s goal is to contribute to harmonised payments in the Single Euro Payments Area (SEPA)– a goal which ultimately supports European competitiveness and innovation.

1 SPL Scheme

1.1 Scope

The SPL Scheme (the “Scheme”) covers the exchange of the data necessary to initiate payments between proxy-based payment solutions on a pan-European level. It aims to facilitate interoperability between participating payment solutions.

The scheme covers (mobile) payments whereby the mobile telephone number or optionally the email address is used as a proxy to an IBAN. It is envisaged that the Scheme will evolve further over time to support additional proxy types, account identifiers and use cases.

As an optional feature the Scheme also foresees the possibility to perform a Reachability Check to determine whether a mobile number or optionally email address is registered (see Annex 7).

1.2 Actors

The three types of actors involved in the Scheme include:

- Initiating Registry Providers (IRP): entity which makes a lookup request into the SPL, in accordance with the Rulebook.



- Responding Registry Providers (RRP): entity which responds to a lookup request from the SPL, in accordance with the Rulebook.
- SPL Service Provider(s): entity which operates the SPL service, the software and the services related to it in accordance with the Rulebook.

1.3 Application to SEPA

The Scheme is applicable in the countries listed in the EPC List of SEPA Scheme Countries, as amended from time to time (the “SEPA Geographic Area”)¹.

1.4 Binding nature of the Rulebook

Becoming a Participant in the Scheme involves signing the Adherence Agreement. By signing the Scheme Adherence Agreement (See Annex 1), Participants agree to respect the rules described in the Rulebook. The Rulebook describes the liabilities and responsibilities of each Participant in the Scheme.

The Rulebook covers in depth the main aspects of the relationships between the Scheme actors.

In addition, there is an agreement between the EPC and each SPL Service Provider describing their respective roles and responsibilities in relation to the SPL service.

1.5 Separation between the SPL Scheme and SEPA Payment Schemes

The Scheme is limited to a look-up function with the sole purpose of initiating a payment. The actual payment is however not part of the Scheme and is covered by an ‘overseen’ payment scheme within the SEPA Geographic Area.

1.6 The business benefits of the Scheme

The Scheme aims to ensure a convenient way to allow any payment service user to initiate a pan-European (mobile) payment safely and securely, using a simple method with information other than a payment account identifier which the counterparty is prepared to share in order to enable a payment.

IRPs will benefit from the fact that they can offer their Customers proxy-based payment solutions on a pan-European level. Also, there are benefits enjoyed by the RRP as it will enable its Customers to receive payments.

The value of the Scheme is directly proportional to the number of Participants.

1.7 Fees

The EPC reserves the right to recover costs to manage the Scheme from the Participants. The policy of the EPC with regard to fees related to the management of the Scheme will be decided from time to time by the Board, upon recommendation of the SPL SPG, as set out in more detail in Annex 4. These fees will be published on the EPC website.

¹ EPC409-09 EPC List of SEPA Scheme Countries



2 Rights & Obligations of Participants

2.1 Eligibility for participation

A lookup or response request can be made by anyone who fulfils the Scheme eligibility requirements and is a registered Participant in the Scheme.

Eligible for Scheme participation is any legal entity which has been legally constituted and has the legal personality in accordance with the laws and practices of its country of origin and:

- has received an authorisation - which has not been suspended or withdrawn - from a competent authority of the European Economic Area and is regulated as a ‘payment service provider’ (PSP) as defined in Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC, hereafter “PSD2”, or has received an equivalent authorisation - which has not been suspended or withdrawn - from an equivalent competent authority established in another country or territory included with the geographical scope of the SEPA Schemes; or
- is a legal entity representing and, directly (e.g. PSP association) or indirectly (e.g. association of PSP associations, entity owned by a PSP association), having as members PSPs, and being established in a country or territory included within the SEPA Geographic Area; or
- is a legal entity providing technical or operational services to PSPs in the context of an ‘overseen’ payment scheme in the SEPA Geographic Area including access to the SPL service, being established in a country or territory included within the geographical scope of such schemes and being designated by one or more of those PSPs to represent it (them) at the level of the Scheme.

2.2 Reachability

A Participant in the SPL Scheme may act as either an IRP or RRP or both.

In order to be reachable, a Participant will need to ensure a secure connection with (one of) the available SPL Service Provider(s).

2.3 Becoming a Participant

2.3.1 Application process

The EPC Secretariat (the “Secretariat”), is responsible for approving applications to join the Scheme.

The Secretariat will only approve an applicant for participation in the Scheme if it can demonstrate that it satisfies the eligibility criteria set out in section 2.1 of the Rulebook. The information provided by an applicant in accordance with the instructions included in the present section and using the template Adherence Agreement (see Annex 1) and Schedule Information to the Adherence Agreement (see Annex 2) should enable the Secretariat to determine whether or not the applicant is able to satisfy these criteria and make a positive or negative decision regarding the application. The Secretariat will only reject applications on the basis of failure to meet these criteria.



Each legal entity that seeks to adhere to the Scheme must agree to accept the rights and obligations of a Participant in relation to the Scheme. Upon admission to the Scheme, the adhering legal entity shall assume all of the rights and responsibilities arising from admission to the Scheme.

A Participant in its role of RRP may decide to charge a fee ('RRP fee') in exchange of services provided to and received by the IRP. RRP fees should be clearly justifiable and established in a non-discriminatory and transparent² way, that does not raise barriers to enter the Scheme or exclude actual or potential competitors.³ Furthermore, fees should under no circumstances go beyond the objective of achieving efficiencies related to the Scheme nor impact the actual payment, which remains outside the scope of the Scheme.

A subsidiary entity or affiliate of an adhering entity, i.e. each entity that has a separate and distinct legal personality within the adhering entity's group or organisational structure, must adhere separately from a parent or group entity. A subsidiary or affiliate shall be a Participant in its own right and shall assume all the rights and responsibilities arising from admission to the Scheme.

The Secretariat uses reasonable efforts to send a written acknowledgement of receipt of the application to the applicant within 10 Business Days of receiving the application.

The Secretariat shall use reasonable efforts to determine the application within 60 Calendar Days of receiving the application. In the event that the Secretariat requires more time to arrive at a determination, it shall notify the applicant as soon as it is reasonably practicable to do so.

The Secretariat may request the applicant to provide such additional information as may be required in the course of determining the application.

In the course of determining the application, the Secretariat may take into consideration views expressed by national regulators (this term extends to include such bodies as insolvency officers, law enforcement authorities and local courts).

In the case of a successful application, the applicant will receive a written notification of admission to the Scheme within 5 Business Days following the confirmation of successful application. The Secretariat may send the written notification to the applicant in paper or electronic format. The applicant becomes a Participant and becomes subject to the Rulebook on the Admission Date published on the EPC website (or later in line with the readiness date of the applicant).

It is important that applicants provide accurate, up-to-date and complete information in relation to the criteria set out in the Rulebook. If an applicant fails to provide the necessary information, consideration of its application could be subject to delay or further investigation.

Only applications made in accordance with the template Adherence Agreement (see Annex 1) and completed in the English language will be taken into consideration.

In the Schedule Information document (see Annex 2) an applicant can indicate whether it supports optional features of the Scheme. An applicant that decides to support optional features at a later

² It is a mandatory prerequisite that the RRP fees are published on the website of the Participant that decides to charge a fee in its role of an RRP.

³ The Dispute Resolution Committee (DRC) (see section 2.3.3) has no remit in disputes related to RRP fees. If such a dispute between the Participants emerges, the parties shall use reasonable endeavours to solve the matter amicably, by using conciliation or other out-of-court dispute resolution processes. If the Participants fail to solve the dispute amicably, it shall be resolved between the parties by other means, such as arbitration.



date will need to send an updated version of the Schedule Information document specifying the support of one or more optional features as well as the related Readiness dates.

The completed adherence documents should be sent to the EPC via email (spl@epc-cep.eu) for determining the application. The original documents should be sent via courier or regular mail to the following address:

European Payments Council AISBL
Cours Saint-Michel 30
B-1040, Brussels
Belgium

2.3.2 Unsuccessful applications

The Secretariat may reject an application for participation in the Scheme if an applicant fails to satisfy the eligibility criteria set out in the Rulebook.

Where an application is rejected, the Secretariat shall provide the applicant with a written notification setting out the reasons for rejecting the application.

An applicant may not re-apply to become a Participant until three (3) months after the determination of its application by the Secretariat or after a determination in a complaint procedure begun in accordance with the Rulebook or after a final determination of a tribunal or court responsible for determining the case.

2.3.3 Complaints regarding unsuccessful applications

An applicant whose application for participation in the Scheme has been rejected may file a complaint with the Dispute Resolution Committee (the “DRC”) for a re-consideration of its application. A complaint notice in such case must be filed within 21 Calendar Days of the applicant receiving a notification of rejection of its adherence application. The complaint notice must include a copy of the adherence application together with a copy of the written notification setting out the reasons for rejecting the application supplied to the applicant under section 2.3 and any other information relevant for the complaint. The complaint shall be determined in accordance with the relevant provisions of the DRC Mandate (EPC150-19, as amended from time to time), which is made available on the EPC website.

2.4 Scheme Register of Participants

The Secretariat shall maintain a Scheme register of Participants. The register shall contain the name, contact address and other details determined by the EPC in respect of the Participant. Moreover, it will be indicated whether optional Scheme features are supported.

The Scheme register of Participants shall be maintained in good and up-to-date order by the Secretariat and arrangements will be made for such register to be made available to Participants when issued or updated, through the register of Participants published on the EPC website.

If the Participant changes its details, so that the register does not carry accurate data in respect of the Participant, the Participant shall notify the Secretariat as soon as it is reasonably practicable to do so. It is the responsibility of the Participant to ensure that the Secretariat is provided with information in relation to the Participant that is accurate and up-to-date at all times.

In the event of Participants no longer being able to pay their debts as they fall due, becoming insolvent or having ceased to exist (each an Event of Default), the Secretariat may decide to rectify



the register of Participants after verification of such event with the relevant national regulator or national authority. The failure of a Participant to pay the fees mentioned in section 1.7 of the Rulebook shall constitute an Event of Default for the purposes of this section, on the basis of which the EPC may, at its sole discretion and upon notice by registered mail, temporarily or permanently suspend the entry of the Participant in the register of Participants, as of the first following update publication, but not earlier than 30 Calendar Days after the issuance of such notice of suspension.

The register of Participants, containing the Participants' EPC registration number, name, address, operational readiness date, Scheme leaving date (if applicable) and support of optional features (and related readiness dates), may be accessed and searched through the EPC website. The register is not an operational database in respect of Scheme usage. Any operational data needed by Participants in relation to other Participants shall be supplied outside of the Scheme.

By submitting an application to become a Participant, an undertaking consents to publication of the details referred to in this section.

2.5 Obligations of Participants

As a general principle, the Participants shall:

- Use all reasonable efforts, undertaken diligently and in good faith, to perform their obligations under the Rulebook, including but not limited to ensuring their continuous reachability and to performing lookups and lookup responses in a timely manner;
- Ensure that terms and conditions exist governing the provision and use of services relating to the Scheme;
- Ensure that such terms and conditions are consistent with the Rulebook;
- Ensure that such terms and conditions make adequate provision for the Participant's succession (e.g. through merger or acquisition), in accordance with the Rulebook;
- Ensure adequate risk management and security, via compliance with the applicable provisions included in the Risk Management Annex (see Annex 6);
- Ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them.

2.5.1 Obligations of an Initiating Registry Provider (IRP)

In respect of each of its Customers, an IRP shall:

- Only perform lookups for the intention of initiating a payment (e.g. SPL lookup service shall not be used for a phone number-name lookup service).
- Ensure that all required consents have been collected for any information disclosed via the SPL service. The method to do this should be compliant with local standards where the information is collected.
- Include the recipient's IBAN in constructing the payment message (following the look-up).

It should be noted that the IRP that is receiving information from an SPL enquiry may disclose all of that information to its Customers. Moreover, just because the SPL service has returned an IBAN there is no obligation on the IRP to complete the payment (for example if the Customer does not confirm the initiation of the payment or if it would breach internal policy).



2.5.2 Obligations of a Responding Registry Provider (RRP)

In respect of each of its Customers, an RRP shall:

- Ensure that all required consents have been collected for any information disclosed via the SPL service. The method to do this should be compliant with local standards where the information is collected.
- Verify, before a proxy can be shared through the SPL service, that the proxy is in control of the account holder (i.e. payee), or otherwise authorised by the possessor of the proxy to link it to the destination account.
- Guarantee the accuracy of the revealed identity of the Beneficiary (if applicable) in a lookup.
- Guarantee the speed of updating of changes to the proxy database.

It should be noted that the RRP will be liable in case the selected response does not reflect the content of the latest valid version of the RRP's database corresponding with the request of the IRP, and results for example in a response to the wrong request or the provision of a name that does not match the IBAN.

2.6 Limitation of liability

2.6.1 Compensation for breach of the Rulebook

A Participant who is party to a lookup request shall be liable to the other Participant who is also party to that lookup request for all foreseeable losses, costs, damages and expenses (including reasonable legal fees), taxes and liabilities for any claims, demands or actions (each referred to as a "Loss"), where the Loss arises out of or in connection with:

- 1 any breach of the Rulebook relating to the lookup request by the relevant Participant, its employees or agents;
- 2 any negligent act or omission of the relevant Participant, its employees or agents relating to the lookup request insofar as relevant to the operation of the Scheme;
- 3 any operational failure of the relevant Participant, its employees or agents relating to the lookup request insofar as relevant to the operation of the Scheme.

2.6.2 Limits on liability

A Participant's liability under the Rulebook is limited as follows:

- The maximum amount which may be claimed in respect of a Loss is the 'RRP fee' paid to the RRP for the provision of the data.
- The cap on liability applies even if there has been gross negligence by the liable Participant, its employees or agents.
- The cap on liability does not apply in the event of wilful intent by the liable Participant, or by the Participant's employees or agents.
- The maximum amount which may be claimed in respect of a Loss is subject to proportionate reduction in the case of contributory negligence of the Participant making the claim, its employees or its agents.
- A Loss which results from action taken to limit or manage risk shall not be claimed.
- A Loss can be regarded as foreseeable only if it is regularly experienced by Participants active in making lookup requests related to cross border payments to SEPA countries.



2.6.3 *Force Majeure*

Further, a Participant shall not be liable for any failure, hindrance or delay in performance in whole or in part of its obligations under the Rulebook if such failure, hindrance or delay arises out of circumstances beyond its control. Such circumstances may include, but are not limited to, acts of God, criminal action, fire, flood and unavailability of energy supplies.

2.7 Liability of the EPC

The EPC, its agents, employees or the employees of its agents shall not be liable for anything done or omitted in the exercise of any discretion under the Rulebook unless it is shown that the act or omission was effected in bad faith.

The EPC, its agents, its employees and the employees of its agents shall not be liable for any losses which are not foreseeable.

2.8 Compliance

2.8.1 *General*

A Participant shall comply with the Rulebook, including amendments as and when they are made, properly communicated to Participants and effective.

The parties to the Rulebook are the EPC and each Participant.

The Rulebook is a multilateral agreement comprising contracts between:

- the EPC and each Participant; and
- each Participant and every other Participant.

A person who is not a party to the Rulebook shall have no rights or obligations under the Rulebook.

A Participant shall procure that its employees, its agents and the employees of its agents comply with all applicable obligations under the Rulebook.

2.8.2 *Dispute Resolution Committee*

The Dispute Resolution Committee (DRC) is responsible for performing the compliance function related to the Scheme. The role of the DRC is limited to the following:

- Scheme administration related complaints – the DRC shall be responsible for investigating complaints from applicant Participants whose application for participation in the Scheme has been rejected; and
- Scheme compliance related complaints – the DRC shall be responsible for investigating alleged breaches of the Rulebook of its own accord or following a complaint made by one or more Participants, evaluating such complaints and determining appropriate sanctions against Participants who are found to be in breach.
- Appeals – the DRC shall be responsible for hearing appeals brought in respect of decisions taken under the DRC's scheme administration (adherence) and compliance functions in accordance with a fair process that is separate from the process of decision-making at first instance.

The DRC mandate sets out the dispute resolution and appeals processes in the context of Scheme Management.



2.9 Termination

A Participant may terminate its status as a Participant by giving no less than one (1) months' prior written notice to the Secretariat, such notice to take effect on a designated day. As soon as reasonably practicable after receipt of such notice, it shall be published to all other Participants in an appropriate manner.

Notwithstanding the previous paragraph, upon receipt of the Participant's notice of termination by the Secretariat, the Participant and the Secretariat may mutually agree for the termination to take effect on any day prior to the relevant designated day.

A former Participant shall continue to be subject to the Rulebook in respect of all activities which were conducted prior to termination of its status as a Participant and which were subject to the Rulebook, until the date on which all obligations to which it was subject under the Rulebook prior to termination have been satisfied.

Upon termination of its status as a Participant, an undertaking shall not incur any new obligations under the Rulebook. Further, upon such termination, the remaining Participants shall not incur any new obligations under the Rulebook in respect of such undertaking's prior status as a Participant. In particular, no new lookup request obligations may be incurred by the former Participant or in favour of the former Participant.

The effective date of termination of a Participant's status as a Participant is (where the Participant has given notice in accordance with the first paragraph of the present section) the effective date of such notice, or (in any other case) the date on which the Participant's name is deleted from the Register of Participants, and as of that date the Participant's rights and obligations under the Rulebook shall cease to have effect except as stated in this section 2.9

This section, as well as sections 2.6, 2.7, 2.10 and 2.11 of the Rulebook shall continue to be enforceable against a Participant, notwithstanding termination of such Participant's status as a Participant.

2.10 Intellectual property

The Participants acknowledge that any copyright in the Rulebook belongs to the EPC. The Participants shall not assert contrary claims or deal with the Rulebook in a manner that infringes or is likely to infringe the copyright held by the EPC in the Rulebook.

2.11 Contractual provisions

The Rulebook contains legal obligations which are binding on the Participants and which are enforceable against a Participant by the EPC or another Participant. The whole Rulebook is intended to have legal effect. In the event of any inconsistency between the provisions of the Rulebook, the provisions of this Chapter 2 shall prevail. Subject to the prevalence of provisions in this Chapter 2, the provisions of Chapter 3 shall prevail over any other provision in the Rulebook.

In the event of an inconsistency between the provisions of the Rulebook and any other agreement or convention between the Participants and the EPC in relation to the subject matter of this Rulebook, the provisions of this Rulebook shall prevail.

Every document that is required to be provided under the Rulebook shall be provided in the English language.



Any reference in the Rulebook to a person or an undertaking (howsoever described) shall include its successors.

Headings in the Rulebook are used for ease of reference only.

The Rulebook is drawn up in the English language. If the Rulebook is translated into any other language, the English language text prevails.

2.12 Applicable legislation

Each Participant that is not subject to the General Data Protection Regulation (GDPR)⁴ under its national law shall vis-à-vis other Participants and vis-à-vis its Customers and to the extent permitted by the national law applicable to such Participant, comply with and perform obligations that are substantially equivalent to those provisions in the GDPR which are relevant for lookup requests.

Further, each Participant shall refrain, to the extent reasonably possible, from exercising any rights accorded to it under its national law vis-à-vis other Participants and vis-à-vis its Customers that either conflict or that could potentially conflict with relevant provisions of the applicable data protection regulation, notably GDPR.

2.13 Governing law

The governing laws of the agreements in relation to the Scheme are as follows:

- The Rulebook is governed by Belgian law.
- The Adherence Agreement is governed by Belgian law.

Each Participant shall refrain, to the extent reasonably possible, from exercising any rights accorded to it under its national law vis-à-vis other Participants and vis-à-vis its Customers that either conflict or that could potentially conflict with the provisions set forth in the Rulebook and the Adherence Agreement.

3 Scheme Management

3.1 SPL Scheme Participant Group

3.1.1 Composition of the SPL Scheme Participant Group

The SPL Scheme Participant Group (SPL SPG) will consist of a maximum of 30 members drawn from representatives of registered, committed or “interested” eligible Participants (see section 2.1 for eligibility criteria).

The composition of the SPL SPG will be initiated by the Nominating and Governance Committee (NGC), with a call for candidates published through the EPC Secretariat. The Board will approve the final composition. The same procedure will apply to subsequent vacancies and additions. The composition of the SPL SPG will be well balanced in terms of geographic representation and types of institution represented.

⁴ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.



Each member is entitled to appoint one alternate, subject to NGC approval. An alternate may only attend a meeting when the principal member is unable to attend.

The Chair will be elected by the Board following a recommendation by the NGC that the candidate(s) meet(s) the profile for the role. The Chair will be responsible for proactively guiding the Group in meeting its deliverables and ensuring coherence with EPC objectives.

The Secretary of the Group will be provided by the EPC Secretariat. The Secretary supports the Chair and is accountable for ensuring compliance with EPC processes.

3.1.2 Organisation

The SPL SPG will meet physically or by telephone/web conference, according to the demands of its work programme.

Calls for SPL SPG meetings and draft agendas will be issued at least two weeks in advance and meeting papers will be provided at least one week in advance. Minutes of meetings will be made available by the EPC Secretariat to all SPL SPG members within three weeks of the corresponding meeting.

The SPL SPG will develop its conclusions and recommendations on the basis of broad consensus. In circumstances where such consensus is not achievable, and the matter is appropriate for the conduct of a vote, a vote may be taken and, for this to be binding on the group, a 2/3 majority on the basis of a quorum of 2/3 of the Group membership must be obtained.

3.1.3 Mandate

The SPL SPG holds its mandate from and is accountable to the Board. It will hold its mandate until otherwise directed by the Board.

The SPL SPG is expected to be replaced by a dedicated governance body (SPL Scheme Management Board) as per decision of the Board.

The members of the SPL SPG will at all times execute their mandate in accordance with the stipulations of the EPC Code of Conduct on competition law (EPC212-14), as amended from time to time.

3.1.4 Scope

The SPL SPG shall be responsible for performing the following functions of SPL Scheme management:

- Maintenance and evolution of the Scheme rules;
- Proposal of any extension of the scope of the Scheme, for final approval by the Board;
- Monitoring of the general quality level of the service (not day-to-day) rendered by the available SPL Service Provider(s) and its compliance with the Scheme rules, based on SPL service users' feedback;
- Organisation of the procurement of the SPL service on behalf of SPL service users (when renewal of the contract is due and as long as a single preferred provider solution is appropriate);
- Proposal of the annual work plan, budget and Participant fees, for final approval by the General Assembly.



The SPL SPG can decide to set up subgroups for the elaboration of the agreed deliverables. The SPL SPG will designate the Chair and outline the mandate, scope and deliverables of the subgroups. The subgroups will report to the SPL SPG.

3.2 Maintenance and Evolution (change management process)

3.2.1 Guiding principles

It is a key objective of the EPC that the Scheme is able to evolve with a developing payments market. To meet the demands of the Participants and Stakeholders including end-users and PSP communities, the Scheme shall be subject to a change management process that is structured, transparent and open, governed by the rules of the management and evolution function of SEPA Scheme Management.

The key principles underpinning change management are the following:

- Innovation - the Scheme shall be open to innovative proposals to improve delivery of the Scheme in order that the Scheme is competitive, efficient and able to benefit from the latest developments in payments technology.
- Compliance with applicable legislation and regulation - the Scheme shall be and remain at all times in compliance with the relevant Belgian and EU legislation and with any relevant regulatory requirements.
- Transparency - the change management process shall be transparent and open so that changes implemented into the Scheme are carefully considered and scrutinised. Establishing open channels for Participants, end-users and suppliers to propose changes is a key aim of change management.
- Impact analysis - proposals for change are supported, where appropriate, by a careful analysis evaluating its impact on the Scheme to ensure that implemented changes are viable.
- Development of an integrated European landscape (SEPA) – The Scheme is an important platform for Participants to develop SEPA-enabled products and services that allow both end-users and Participants to take advantage of the development of and investment in SEPA.

3.2.2 Role of the SPL SPG

The change management process of the Scheme shall be performed by the SPL SPG who will formulate recommendations on the Change Requests received and interact with Stakeholders and end-users on the evolution of the Scheme and implement changes, taking into account the overall strategy and policy goals of SEPA and the EPC, identifying key needs and finding appropriate solutions.

3.2.3 Submission of Change Requests to the Secretariat

A Change Request denotes any concrete and comprehensible proposal for making a change to the Scheme which is to be presented along with a substantiated reasoning on why and how it concerns the Initiator (or the Stakeholders it is representing). A Change Request may be devised by any individual or organisation that is able to claim a legitimate interest in this change management process and is submitted to the Secretariat.

A Change Request shall be submitted to the Secretariat in accordance with the rules set out in this section. Change Requests shall be submitted in all cases in accordance with a format which will be published for this purpose on the EPC website.



The Initiator needs to substantiate the interests it represents (e.g., a specific institution, an association of institutions at national or at SEPA-level) in order that the SPL SPG and any contributor during the public consultation can understand the potential impact of the Change Request on the concerned Participant or Stakeholder.

It is recommended that different individuals or organisations representing as a whole a specific Stakeholder community at national and/or at SEPA level through e.g., an association or a representative body, agree first on a joint Change Request on that Stakeholder community level and then submit it to the Secretariat. Such a joint Change Request will ease the Change Request review process for the SPL SPG prior to the public consultation and for the contributors when analysing the Change Requests during the public consultation.

It is recommended that the Initiator supports the Change Request, where appropriate, with an impact analysis. Such an impact analysis emphasises the merits of the Change Request and can influence the formulation of the SPL SPG recommendation on the Change Request prior to the start of the public consultation and the opinion of the contributors when analysing the Change Requests during the public consultation.

3.2.4 Acknowledgement of Receipt of a Change Request

The Secretariat shall acknowledge receipt of the Change Request to the Initiator within 5 Business Days of receiving the Change Request. An acknowledgement of receipt does not imply that a Change Request has been accepted but only that the Change Request has been received.

3.2.5 Consideration of a Change Request

The SPL SPG shall analyse (a) whether the change as suggested in a Change Request falls within the scope of the Scheme and (b) whether the change proposed by the Change Request is a Minor Change or a Major Change.

In respect of (a), as part of this analysis, the SPL SPG shall consider the change proposed by a Change Request in accordance with the following broad criteria:

- the change presents a case for wide SEPA market-acceptance;
- the change is sufficiently concrete
- the change is feasible to implement; and
- the change must not compromise SEPA-wide interoperability of the Scheme or the integrity of the Scheme.

In respect of (b), the SPL SPG shall assess whether a Change Request proposing a change can be defined as a Minor Change or a Major Change.

A Minor Change is a change of an uncontroversial and usually technical nature that facilitates the comprehension and use of the Rulebook. Clarifications of existing rules shall not be deemed to affect the substance of the Rulebook or the Scheme and will therefore be a Minor Change. More information about the process for Minor Changes is set out in section 3.2.8 of this Rulebook.

A Major Change by contrast is a change that affects or proposes to alter the substance of the Rulebook and the Scheme. Examples of such changes include the proposals for new services to be offered in the Scheme, or changes affecting policy. Changes that are classified as Major Changes are approved through detailed consultation.

Change Requests that impact the SPL API specification (see Annex 5) might need to be submitted to the Berlin Group (in line with their change management process). This in view of the fact that



the SPL API specification uses data elements that are described in the repository level of the Berlin Group's Mobile P2P Interoperability Framework⁵.

3.2.6 Publication of Change Requests

All Change Requests that comply with the published EPC template for Change Requests and with the section 3.2.5 of this Rulebook shall be submitted for public consultation. The SPL SPG shall provide the Initiator with a written response before the start of the public consultation indicating the reasons in the event that a Change Request cannot be considered for the public consultation.

3.2.7 Process for Major Rulebook changes

3.2.7.1 Preparation of SPL SPG Recommendation

Once a Change Request from the Initiator has been classified as a Major Change by the SPL SPG, the SPL SPG is responsible for analysing in detail the submitted Change Request (and if provided the related impact analysis) and for preparing its recommendation for the public consultation.

The analysis of the SPL SPG will also indicate if the Change Request meets the criteria set out in section 3.2.5 of this Rulebook. The SPL SPG may ask the Initiator to provide an impact analysis to demonstrate the potential of the Change Request.

The SPL SPG will determine whether any Change Request which includes a request for expedited implementation in accordance with section 3.2.9 of this Rulebook on grounds that the proposed change constitutes a non-operational change, does indeed qualify as such. If the SPL SPG is satisfied that a Change Request would have no operational impact on Participants and that it is suitable for an expedited implementation, the SPL SPG will make a recommendation to the Board that the Change Request is implemented as a non-operational change in accordance with section 3.2.9.

Where the change as presented in the Change Request proposes to modify the Rulebook, the SPL SPG recommendation on the basis of the Change Request shall also show the likely amendments to be made to the Rulebook in case of implementing the proposed change.

The SPL SPG shall make all reasonable efforts to complete the analysis and its recommendation for each Change Request in a timely manner. Each Change Request will be given one of the SPL SPG recommendation options below:

- a) The change is already provided for in the Scheme: no action is necessary for the EPC.
- b) The change should be incorporated into the Scheme: The Change Request becomes part of the Scheme and the Rulebook is amended accordingly.
- c) The change should be included in the Scheme as an optional feature:
 - o The new feature is optional, and the Rulebook will be amended accordingly.
 - o Each Participant may decide to offer the feature to its Customers, or not.
- d) The change is not considered fit for the SEPA Geographic Area.
- e) The change cannot be part of the Scheme:
 - o It is technically impossible or otherwise not feasible (to be explained on a case by case basis).

⁵ <https://www.berlin-group.org/mobile-p2p-interoperability>



- It is out of scope of the Scheme.

The SPL SPG will share the public consultation document containing the Change Requests and the related SPL SPG recommendations with the Board prior to the start of the public consultation on the Change Requests.

3.2.7.2 Dialogue with the Initiator

In the course of developing its recommendation on the Change Request, the SPL SPG may consult with the Initiator for clarification purposes. To that end the SPL SPG can invite the Initiator to present its Change Request(s).

The Initiator can also ask the Secretariat to present its Change Request in further detail to the SPL SPG.

3.2.7.3 Public Consultation on Change Request

Once the SPL SPG has concluded on its recommendations related to each Change Request, the SPL SPG shall begin the process of consulting Participants and Stakeholders on the submitted Change Requests, via a public consultation. The public consultation shall start with the publication of the public consultation document on the EPC website.

The SPL SPG shall aim to conclude the public consultation after 90 Calendar Days of publication of the public consultation document on the EPC website.

Participants are requested to inform whether they support or not the Change Request or the related SPL SPG recommendation. Participants may provide comments on the Change Requests to the SPL SPG.

3.2.7.4 Process following Public Consultation

The SPL SPG shall collect and analyse the support for each Change Request and the comments received from all Participants and Stakeholders and shall develop its Change Proposals based on the comments received from the public consultation.

A Change Proposal as developed by the SPL SPG may bring together more than one change, developed from one or more Change Requests.

The SPL SPG will consolidate the Change Proposals, along with each Change Request and the related non-confidential comments received from the contributors during the public consultation, in the Change Proposal Submission Document.

The Change Proposal Submission Document shall indicate that each stage of the change management process, from initiation to consultation, has been properly completed in respect of the Change Request submitted.

The Change Proposal Submission Document is then submitted to the Board for decision-making purposes in accordance with section 3.2.7.5 of this Rulebook.

3.2.7.5 Board Deliberations on the SPL SPG Change Proposal Submission Document

The Board deliberates on the Change Proposal Submission Document from the SPL SPG.

3.2.7.6 Publication

The Change Proposal Submission Document submitted to the Board shall be published on the EPC website along with the decision of the Board on each Change Proposal. The SPL SPG shall publish



all Change Requests and Change Proposals, irrespective of whether the change has been accepted or rejected by the Board.

3.2.7.7 Exceptional Change

In exceptional circumstances, the Board can approve the urgent implementation of a Change Proposal only in cases whereby the failure to implement a change may result in a disruption to the Scheme or to users of the Scheme (e.g., material mistakes or significant flaws in the Scheme are reported).

The SPL SPG shall prepare an exceptional change proposal submission document for submission to the Board alongside the exceptional change proposal.

The Board shall determine whether or not to accept the exceptional change proposal.

An exceptional change proposal that has been considered by the Board shall be published on the EPC website together with the exceptional change proposal submission document and the decision of the Board.

The EPC may implement an exceptional change proposal, as approved by the Board, at the earliest from the Business Day following the date on which the exceptional change proposal is published on the EPC website. Such date will be determined by the Board on a case by case basis.

3.2.7.8 Change for regulatory reasons

The creation of or amendments to relevant rules and regulations might necessitate the urgent alignment of the Scheme with such rules and regulations.

In such case the SPL SPG will prepare, in close cooperation with the Legal Support Group (LSG), a regulatory change proposal. This will be done as soon as reasonably possible, in light of the date on which the new or amended rules and regulations will enter into force.

The SPL SPG shall complete a regulatory change proposal submission document for submission to the Board alongside the regulatory change proposal. The regulatory change proposal submission document shall specify that the change proposed relates to a mandatory rule of law, and the reasons why the regular change management process could not be followed.

The Board shall determine whether or not to accept the regulatory change proposal.

A regulatory change proposal that has been considered by the Board shall be published on the EPC website together with the regulatory change proposal submission document and the decision of the Board.

The EPC may implement a regulatory change proposal, as approved by the Board, at the earliest from the Business Day following the date on which the regulatory change proposal is published on the EPC website. Such date will be determined by the Board on a case by case basis following consideration of a recommendation from the SPL SPG and the LSG.

3.2.8 Process for Minor Rulebook changes

The SPL SPG shall notify the list of Minor Changes within the public consultation document used for Major Rulebook Changes (see section 3.2.7.3 of this Rulebook).

As Minor Changes do not affect the substance of the Rulebook or the Scheme, the contributors taking part in the public consultation are not requested to provide comments to these Minor Changes. These Changes will also be included in the SPL SPG Change Proposal Submission Document (see section 3.2.7.4 and 3.2.7.5 of this Rulebook).



In the event that the SPL SPG receives extensive comments on the list of Minor Changes, where some items on the list are identified by contributors as potentially Major Changes, the SPL SPG may remove the item from the list and consider re-classifying this item.

The SPL SPG may consult with the relevant Initiator(s) on the status of the item with a view to determining whether a change is a Minor or a Major Change. Following such a consideration, the change may be re-classified and approved as a Major Change.

3.2.9 Frequency of the change management process

The frequency of the change management process will be assessed and based on market needs and communicated well in advance.

4 SPL Service Provider(s)

4.1 SPL Service Provider(s)

The EPC will license at least one provider to operate the SPL service. Interoperability needs to be ensured in case more than one provider is operational.

4.2 Roles

An SPL Service Provider needs to operate the SPL service in accordance with the Rulebook and SPL API specification (see Annex 5), as amended from time to time.

The following operational principles apply:

- The SPL service only ever returns one IBAN and one corresponding name (unless it cannot be provided) or alias in response to a lookup.
- In a scenario whereby, multiple solutions have a claim on the same proxy, the polling hierarchy logic as described in Annex 3 will come into effect.

The following general principles apply:

- The service is an online service for the purpose of real-time one-off lookups that are provided within established maximum response times.
- The service shall take (among other things) a proxy as an input and will yield (among other things) an IBAN and certain information on the associated account holder defined in the Scheme rules.
- The service maintains an updated directory of Participants and functions according to Scheme-compliant processes that enables qualifying Participants to join and leave the lookup service.
- All things being equal, a given lookup shall result in the same (identical) response with regard to the IBAN produced every time.
- The service will keep track of queries processed for the purpose of providing an audit trail to relevant parties involved.
- Participants will ensure that (contractual and implicit) privacy expectations of end users (both on the sending and receiving end of transactions) are met.

4.3 Obligations

The SPL Service Provider(s) shall:

- Inform the EPC regarding changed specifications in the execution of the SPL service.



- Inform the EPC in case of changes in related SPL Service Provider documentation.
- Be responsible for the client specific Service Level Agreement (“SLA”) including the agreement regarding the duration of the SLA.
- Provide EPC with quarterly statistics on:
 - Number of (un)successful responses.
 - Response time per RRP.
 - Transit time of SPL service provided.
 - SPL service availability and performance.

4.4 Liabilities

The commercial liabilities of the SPL Service Provider(s) will be defined by the legal agreements signed by the SPL Service Provider(s) and IRP/RRPs.

5 Terms defined

Term	Definition
Adherence Agreement	The agreement to be completed as part of the process by which an entity applies to become a Participant. The agreement is found in Annex 1 of the Rulebook.
Admission Date	A date specified for admission to the SPL Scheme for a group of successful applicants.
Alias	An alternative name. In case of a person this would be any name different than the birth name. For a company there could be a difference between the legal and commercial name.
Beneficiary	Is the Customer that is intended to receive a payment.
Board	EPC Board.
Business Day	A day on which PSPs in the relevant jurisdiction are generally open for business with Customers.
Calendar Day	A Calendar Day means any day of the year.
Chair	Refers to the Chair of the SPL SPG.
Change Proposal	A Change Proposal is formulated by the SPL SPG on the basis of the Initiator’s Change Request. A Change Proposal should take into account any impact analysis that may be submitted together with the Change Request, and any other details in relation to the change proposed.



Change Proposal Submission Document	A consolidation of the Change Requests, the related non-confidential comments received from the contributors during the public consultation and the related Change Proposals. The document is prepared by the SPL SPG and certifies that each stage of the change management process has been properly completed.
Change Request	Any concrete and comprehensible proposal for making a change to the SPL Scheme which is to be presented along with a substantiated reasoning. A Change Request may be devised by any individual or organisation that is able to claim a legitimate interest in this change management process (the “Initiator”) and then submitted to the Secretariat in accordance with the procedures set out in section 3.2.
Customer	Non-bank Originator or Beneficiary.
DRC	Dispute Resolution Committee.
EPC	The European Payments Council
EPC Code of Conduct	EPC Competition Law Code of Conduct.
Event of Default	Each event indicating that a Scheme Participant is no longer able to pay its debts as they fall due, becomes or became insolvent or has ceased to exist (each an Event of Default), including but not limited to the failure of a Scheme Participant to pay the fees mentioned in section 1.7 of this Rulebook.
GDPR	General Data Protection Regulation.
General Assembly	EPC General Assembly.
IBAN	International Bank Account Number.
Initiator	Any individual or organisation submitting a Change Request.
IRP	Initiating Registry Provider: entity which makes a lookup request into the SPL, in accordance with the Rulebook.
Loss	Shall have the meaning given in section 2.6 of the Rulebook.
LSG	EPC Legal Support Group.
Major Change	A Major Change is a change that affects or proposes to alter the substance of the Rulebook and the Scheme. Examples of such changes include the proposals for new services to be offered in the Scheme, or changes affecting policy. Changes that are classified as Major Changes are approved through detailed consultation.

Minor Change	A Minor Change is a change of an uncontroversial and usually technical nature that facilitates the comprehension and use of the Rulebook. Clarifications of existing rules shall not be deemed to affect the substance of the Rulebook or the Scheme and will therefore be a Minor Change
NGC	The Nominating and Governance Committee of the EPC.
Originator	Is the Customer that intends to initiate a payment.
Participant	An entity accepted to be a part of the Scheme in accordance with section 2.1 of the Rulebook.
Proxy	Data required by the SPL service in order to retrieve a payment account identifier. Initially the proxy is the mobile phone number of the Beneficiary of the payment. An email address can optionally also be used a proxy.
PSP	Payment Service Provider.
Reachability Check	Optional feature described in Annex 7.
RRP	Responding Registry Provider: entity which responds to a lookup request from the SPL, in accordance with the Rulebook.
Schedule Information	Schedule Information to the Adherence Agreement (see Annex 2).
Scheme	The SEPA Proxy Lookup Scheme, as described in the Rulebook.
Scheme Participant	An entity that adheres to the SPL Scheme.
Secretariat	The EPC Secretariat.
SEPA	Single Euro Payments Area. The SPL scheme is applicable in the countries listed in the EPC list of SEPA Scheme Countries (document EPC409-09, as amended from time to time).
SEPA Geographic Area	SEPA countries listed in the EPC List of SEPA Scheme Countries (document EPC409-09, as amended from time to time).
SEPA Scheme Management	SEPA Scheme Management denotes the administration, compliance and development functions in relation to a SEPA Scheme.
SLA	Service Level Agreement.
SPL	SEPA Proxy Lookup. A directory service which will initially forward to the IRP an IBAN associated to a mobile phone number provided by an RRP. An email address can also be optionally used a proxy.



SPL Scheme Manager	The EPC is the Scheme Manager of the SPL Scheme.
SPL Scheme Participant Group	The EPC group that performs the SPL Scheme Management functions as described in section 3.1.4.
SPL Scheme Rulebook	The Rulebook - as amended from time to time - consisting of a set of rules, practices and standards that makes it possible to operate, join and participate in the SPL Scheme.
SPL Service Provider	Entity which operates the SPL service, the software and the services related to it in accordance with the Rulebook.
Stakeholder	Within the SEPA context, the key stakeholders include amongst others: governments, authorities and regulators, the payments industry and their suppliers, corporates, small and medium-sized enterprises (SMEs), merchants, individual Customers and consumers, and their associations.



1 Annex 1: Adherence Agreement

	SEPA Proxy Lookup Scheme Adherence Agreement				
SPL Scheme	Date received by EPC: _____				
	Check	Y/N	Date	Initials	Narrative
	Adherence Agreement check OK				
	Plausible readiness date				
	Contact e-mail address				
	Entered into Register as "received"				
	The above is exclusively for use by EPC – please leave blank				
SPL Scheme	SEPA Proxy Lookup (SPL) Scheme Adherence Agreement				
	To: The European Payments Council AISBL (the "EPC")				
	From: Name of Applicant[s]*: [As set out in the list annexed to this Adherence Agreement]*				
	----- ([each]* an "Applicant")				
	*Please include the text in square brackets if this Adherence Agreement covers more than one entity.				
SPL Scheme	PREAMBLE				
	(A) The Single Euro Payments Area (SEPA) Proxy Lookup (SPL) Scheme (the "Scheme") is a pan-European lookup Scheme that operates in all SEPA countries, as listed in the EPC List of SEPA Scheme Countries (document EPC409-09, as amended from time to time). The SPL Scheme covers the exchange of the data necessary to initiate payments between proxy-based payment solutions on a pan-European level. It aims to facilitate interoperability between participating payment solutions.				
	(B) The EPC oversees the operation of the Scheme in accordance with the terms and conditions set out in the SEPA Proxy Lookup Scheme Rulebook (the "Rulebook").				
	(C) The Rulebook sets out the rights and obligations of all institutions bound by its terms (the "Participants"), and the EPC binds each Participant to comply with their obligations to the EPC and to all other Participants pursuant to the rules set out therein.				
	(D) The EPC, acting on its behalf and on behalf of all Participants, will notify the Applicant of the date following the Readiness Date on which this Adherence Agreement becomes effective (the "Effective Date") as between the Applicant, the EPC and other Participants.				
	(E) As of the Effective Date the Applicant shall become a Participant and be bound to all the obligations, and entitled to all the benefits, set out in the Rulebook.				



<p>SPL Scheme</p>	<p>IT IS HEREBY AGREED AS FOLLOWS:</p> <ol style="list-style-type: none"> 1. The Applicant hereby undertakes to all Participants and to the EPC to perform the obligations imposed by and to comply with the provisions of the Rulebook, as modified from time to time, with effect from the Effective Date. 2. The Applicant makes the following representations and warranties: <ol style="list-style-type: none"> 2.1. The Applicant has the power and authority to enter into and has taken all corporate action to authorise its entry into the Scheme and to perform the obligations and comply with the provisions of the Rulebook. 2.2. The signatories of the Applicant [and the agent signing on behalf of the Applicant] have all necessary corporate authorisations and the power and authority to bind the Applicant to the Rulebook. 2.3. The Applicant shall ensure that it satisfies and will at all times during its participation in the Scheme satisfy the eligibility criteria for participation in the Scheme as set out in the Rulebook. If at any time, the Applicant has reason to believe that it no longer satisfies such criteria, or may be unable to satisfy such criteria, it shall notify the EPC immediately of the circumstances. 2.4. The Applicant is in a position to comply with all of the obligations set out in the Rulebook by the “Readiness Date” as stated in the accompanying Schedule. 3. By submitting this completed form of Adherence Agreement the Applicant agrees to be bound by the provisions of the Rulebook governing applications for participation in the Scheme, whether or not it becomes a Participant. 		
	<p>SPL Scheme</p>	<ol style="list-style-type: none"> 4. Any communication, including service of process, to be made with the Applicant under or in connection with the Rulebook shall be made in writing and addressed to the Applicant at the address set out above. 5. The Applicant consents to the publication of its name and basic details of its adherence application on the public website of the EPC. 6. This Agreement is governed by Belgian law. <p>FOR AND ON BEHALF OF THE APPLICANT</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Signed by (1) ----- Name/Position ----- Date of signature ----- </td> <td style="width: 50%; vertical-align: top;"> By (2) (if necessary) ----- Name/Position ----- Date of signature ----- </td> </tr> </table> <p>Where this Adherence Agreement was signed by two signatories on different dates, it shall be considered as being dated the later date.</p>	Signed by (1) ----- Name/Position ----- Date of signature -----
Signed by (1) ----- Name/Position ----- Date of signature -----	By (2) (if necessary) ----- Name/Position ----- Date of signature -----		



2 Annex 2: Schedule information to the Adherence Agreement

Scheduleⁱ Information to the Adherence Agreement for Adherence to the SEPA Proxy Lookup (SPL) Scheme											
SPL Scheme	<p>(A) The Applicant must supply the information requested in the Schedule in support of its application to adhere to the Scheme. A failure to supply this information may result in a rejection of the application or a delay in processing it. The information set out below must be included in the Schedule.</p> <p>(B) Templates to be used for providing the Schedule information (Excel or Word) can be downloaded from the EPC website at www.epc-cep.eu. It is strongly recommended that Applicants provide the Schedule information as an Excel File.</p> <p>(C) The information supplied below shall be recorded on the EPC’s Register of Participants for the SEPA Proxy Lookup (SPL) Scheme. The Applicant acknowledges and agrees that any information supplied in this section (C) of the Schedule shall be published in the relevant EPC Register of Participants on the public website of the EPC and may be made generally available for download by the EPC.</p>										
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Full Name of Applicant</td> <td></td> </tr> <tr> <td>Official Address for Notices</td> <td></td> </tr> </table>	Full Name of Applicant		Official Address for Notices							
Full Name of Applicant											
Official Address for Notices											
SPL Scheme	<p>(D)</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Details of Contact Point (for communication with the EPC, a generic email must be supplied here, e.g. sepa@psp.com)</td> <td></td> </tr> <tr> <td>Readiness Date</td> <td></td> </tr> <tr> <td>Reachable as of Readiness Date as</td> <td> <input type="checkbox"/> Initiating Registry Provider (IRP) only <input type="checkbox"/> Responding Registry Provider (RRP) only <input type="checkbox"/> IRP and RRP </td> </tr> <tr> <td>Optional feature: Support of email address as proxy to an IBAN</td> <td> <input type="checkbox"/> As of Readiness Date <input type="checkbox"/> As of a later date [DATE]ⁱⁱ <input type="checkbox"/> Not supported </td> </tr> <tr> <td>Optional feature: Support of reachability check to determine whether a mobile number or optionally email address is registered</td> <td> <input type="checkbox"/> As of Readiness Date <input type="checkbox"/> As of a later date [DATE]ⁱⁱ <input type="checkbox"/> Not supported </td> </tr> </table>	Details of Contact Point (for communication with the EPC, a generic email must be supplied here, e.g. sepa@psp.com)		Readiness Date		Reachable as of Readiness Date as	<input type="checkbox"/> Initiating Registry Provider (IRP) only <input type="checkbox"/> Responding Registry Provider (RRP) only <input type="checkbox"/> IRP and RRP	Optional feature: Support of email address as proxy to an IBAN	<input type="checkbox"/> As of Readiness Date <input type="checkbox"/> As of a later date [DATE] ⁱⁱ <input type="checkbox"/> Not supported	Optional feature: Support of reachability check to determine whether a mobile number or optionally email address is registered	<input type="checkbox"/> As of Readiness Date <input type="checkbox"/> As of a later date [DATE] ⁱⁱ <input type="checkbox"/> Not supported
Details of Contact Point (for communication with the EPC, a generic email must be supplied here, e.g. sepa@psp.com)											
Readiness Date											
Reachable as of Readiness Date as	<input type="checkbox"/> Initiating Registry Provider (IRP) only <input type="checkbox"/> Responding Registry Provider (RRP) only <input type="checkbox"/> IRP and RRP										
Optional feature: Support of email address as proxy to an IBAN	<input type="checkbox"/> As of Readiness Date <input type="checkbox"/> As of a later date [DATE] ⁱⁱ <input type="checkbox"/> Not supported										
Optional feature: Support of reachability check to determine whether a mobile number or optionally email address is registered	<input type="checkbox"/> As of Readiness Date <input type="checkbox"/> As of a later date [DATE] ⁱⁱ <input type="checkbox"/> Not supported										
SPL Scheme											



SPL Scheme	E-mail and phone number of contact person handling Applicant’s Adherence Application in-house	
	(E)	
	VAT Number	
	Generic E-mail address for invoicing	
	E-mail and phone number of contact person/ department for invoicing	
	Invoicing Address (if different from the Official Address for Notices)	
SPL Scheme	Legal Entity Identifier ‘LEI ⁱⁱⁱ ’ (if available)	
	Preferred payment instrument for Scheme Participation fee invoicing	<input type="checkbox"/> SEPA Direct Debit Core ^{iv} <input type="checkbox"/> SEPA Credit Transfer
(F) All EPC communication may be sent to the generic e-mail address specified in the Schedule.		

ⁱ Where more than one Applicant is covered by this Adherence Agreement, please ensure that information requested by this Schedule is supplied in respect of each Applicant. Organisations adhering to one or more SEPA payment or payment related Schemes are requested to always include the same Schedule information with each application. If a participant in one or more SEPA payment Schemes submits an application pack for adherence to the SPL Scheme featuring different Schedule information, the related information in the SEPA payment Schemes Participant Registers will be overwritten.

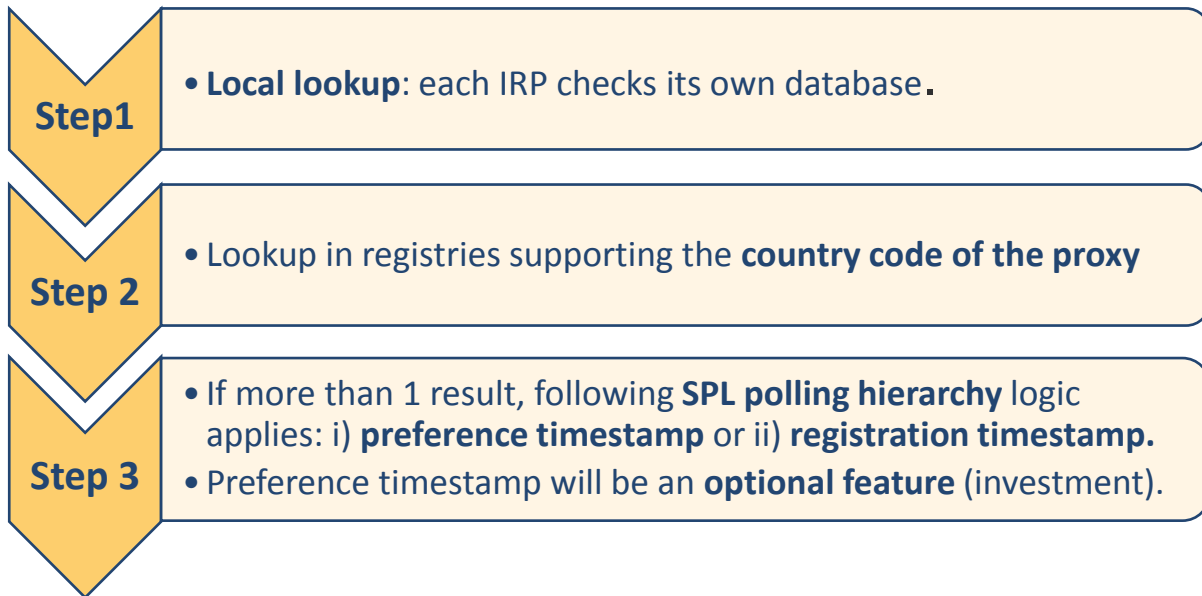
ⁱⁱ An updated version of the Schedule information is to be submitted to the EPC in case the Readiness date for the optional feature is not yet known at the time of submitting the Schedule to the Adherence Agreement.

ⁱⁱⁱ The LEI is based on the international standard ISO17442:2012 [“Financial Services - scheme to identify the legal entities \(LEI\)”](#)

^{iv} The Secretariat will send a numbered SDD Core mandate to be signed and sent back (via email or regular mail) to each successful Applicant wishing to make use of SDD Core to settle its Scheme participation fees.



3 Annex 3: Polling Hierarchy Logic



Note: Step 2 would not always apply in case the proxy is an email address.

Supplementary rules related to step 3:

- There are two types of timestamps:
 - Preference timestamp (optional) is the time at which a preference was explicitly indicated by the Customer (payee).
 - Registration timestamp (mandatory) is the time at which the Customer registered with the service.
- RRP's response should be provided within a reasonable timeframe. (e.g. within 1 second).
- 'Preference' relates to the fact that the Customer opts in to receive payments into a specific account (explicit consent is required). This is only possible if the RRP has developed this additional feature.
- If only one RRP responds that has not build the preference feature, then there is no conflict and the payment can be directed to this RRP.
- If there is a conflict, then the payment will be directed to the RRP that has been selected as preferred or if there is no "preferred" status with the "registration timestamp" indicating the most recently registered account.
- If more than one Participant (RRP) responds and they have both been selected as preferred, then the preference timestamp will be checked. The payment will be directed to the RRP with the most recently preferred service.

4 Annex 4: Scheme Management Cost Allocation

The EPC may set an annual Scheme participation fee to recover the costs related to the Scheme Management function performed by the EPC and the Scheme Management governance bodies.



5 Annex 5: SPL API Specification

5.1 Scope

This is an implementation specification of a SEPA Proxy Lookup (SPL) service as a central component of an interoperable mobile person-to-person technical architecture.

The emphasis is placed on:

- the definition of a technical architecture to support the principles governing the management of the SPL service;
- the underlying security architecture enabling the establishment of secure communication channels for the compliance with the applicable EU Legal Framework.

This document includes the following items:

- The description of the SPL service and roles;
- The SPL functional model list as a system made up of logical components and interfaces;
- The Application Programming Interface (API) for the communication between the Initiating Registry Provider (IRP) and the SPL;
- The API for the communication between the SPL and the Responding Registry Provider(s) (RRP);
- The list of Data Elements required to support the communication through both APIs (see Annex 7 for optional feature 'Reachability Check');
- A standard algorithm to be executed by the SPL for the selection of a unique IBAN;
- A security architecture.

The following is out of the scope of this document:

- The effective execution and initiation of the (mobile) person-to-person (P2P) payment;
- Customer protection mechanisms (e.g. including fair contract terms, rules on transparency of charges, clarification of liability, complaints mechanisms and dispute resolution).

Future versions of this specification are expected to introduce additional functionalities, using different proxies and account identifiers supporting other payment instruments and other types of payment.

5.2 Introduction

Three types of entities, i.e. IRP, RRP and an intermediary SPL are needed to provide the service. The IRP and the RRP do not establish any direct communication. Instead both, the IRP and the RRP establish a connexion with the SPL using the entry points of two APIs offered by the SPL. One API is available for the communication between the IRP and the SPL. The second one supports the communications between the SPL and the RRP(s). Both are specified in this document, which is structured as follows:

- Section 5.5 sets out the functionalities and requirements for the entities participating in the service;
- Section 5.6 specifies the two APIs offered by the SPL to the enrolled IRP(s) and RRP(s);
- Section 5.7 identifies the list of Data Elements to be used during the SPL transaction (see Annex 7 for optional feature 'Reachability Check');
- Section 5.8 specifies the SEPA Proxy Lookup Service Algorithm;

- Section 5.9 sets out a security architecture for the SPL service; and
- Section 5.10 discusses and proposes some data protection requirements.

Initially the focus of the SPL service is to enable (mobile) P2P payments between mobile payment-based schemes within the SEPA Geographic Area whereby the mobile telephone number is used as a proxy to an IBAN. An email address can also optionally be used a proxy.

5.3 Terms not defined in the Rulebook

Term	Definition
API	Application Programming Interface
HSM	Hardware Security Module. This is a physical computing device that safeguards and manages digital keys for strong authentication and provides crypto processing.
JSON	JavaScript Object Notation. An open-standard file format.
JSON REST services	Representational State Transfer (REST) is a software architectural style that defines a set of constraints to be used for creating Web services.
SPL Transaction Data	Set of message(s) exchanged between the IRP, the SPL and the RRP(s), starting with the IRP Request addressed to the SPL and concluding with the SPL response to the IRP request.
Time Stamp	Data encoding the enrolment and preference date of a payment service user (PSU) by an RRP. There are two types of time stamps: <ul style="list-style-type: none"> • Registration time stamp (mandatory) is the time at which the Customer registered with the service. • Preference time stamp (optional) is the time at which a preference was explicitly indicated by the Customer (Beneficiary);
Data Element	Data used in the messages that are exchanged between the IRP, SPL and RRP.
Routing Algorithm	Defines which IBAN is returned to the IRP based on the number of responses and the time stamps.
Polling Hierarchy	Defines which RRPs are requested by the SPL and in which order.
MSISDN	Mobile Station International Subscriber Directory Number.
URI	Uniform Resource Identifier.
URL	Uniform Recourse Locator.
TLS	Transport Layer Security.
IP	Internet Protocol.
XML	Extensible Markup Language
SOAP	Simple Object Access Protocol.
HTTP(S)	Hypertext Transfer Protocol (Secure).



5.4 Applicable Documentation

D1	SPL Scheme Rulebook (EPC205-18)
D2	Berlin Group Mobile P2P Interoperability Framework Operational Rules v1.0 https://www.berlin-group.org/mobile-p2p-interoperability (Creative Commons Attribution-No Derivatives 4.0 International Public License applies)
D3	ISO TS 12812-4 Mobile Payments-to-Persons
D4	European Banking Authority: Regulatory Technical Standard specifying the requirements on Strong Customer Authentication and common and secure communication under PSD2
D5	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR)

5.5 Requirements for the Entities Participating in the SPL Service

5.5.1 Components and Interfaces for Interoperability

The SPL Scheme is made up of at least three categories of roles:

- The IRP, for instance a financial institution, which offers the service to Customers acting as Originator.
- The RRP, which enrolls Customers acting as Beneficiaries (initial scope) of the payments. The RRP maintains a Customer database. In this database an individual record associates the mobile phone number or optionally email address of the Customer with an IBAN.
- SPL Service Provider(s), which intermediate(s) between IRPs and RRP, offering API's for the information exchange.

Jointly, they assure two data flows:

- One between the IRP and the SPL using API-1 as shown in Figure 1;
- One between the SPL and the RRP using API-2 as shown in Figure 1.

Note: The IRP and RRP roles may be played by the same entity.

The IRP, acting as an agent of the Originator, interacts with the SPL service using as data input the mobile phone number (or optionally email address) of a Beneficiary of a (mobile) P2P payment. Upon the verification of the IRP request, the SPL forwards the request message to the RRP having enrolled for the SPL service. Those RRP(s) having identified the mobile phone number (or optionally email address) as the one of an enrolled Customer will provide as a response to the SPL query the IBAN associated to that particular mobile phone number (or optionally email address). It is assumed that the same Customer may enrol the same mobile phone number (or optionally email address) with different RRP(s) with the same or different IBAN's.

Finally, the SPL concludes its operation by providing the IRP with an IBAN sent by a responding RRP. If more than one RRP is responding using different IBANs, then the SPL shall execute the Routing Algorithm according to section 5.8 provisions, in order to select a single IBAN that will be sent to the IRP.

This specification assumes that the Originator has a contractual agreement with an entity, named the IRP, and the Beneficiary has a contractual agreement with a second entity, the RRP. Both the

IRP and the RRP have a contractual agreement with the SPL service, which is operated by (a) third entity(ies).

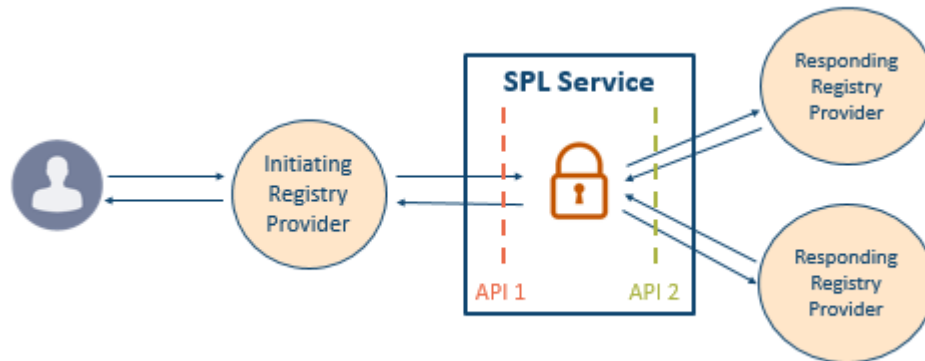


Figure 1 High Level Functional Model for the SEPA Proxy Lookup

5.5.2 List of functionalities to be supported by the SPL Service Provider(s)

5.5.2.1 Management responsibilities of the SPL Service Provider(s)

- Provide an interface to contract with both IRP(s) and RRP(s) for access to the SPL service providing a sufficient level of information;
- Authenticate both the IRP and the RRP identities during a transaction;
- Validate any IRP request;
- Forward exclusively to the RRP(s) validated IRP requests using the identifier of the IRP;
- Validate RRP(s) responses;
- Provide the IRP with only one IBAN associated with a validated RRP response (Note: “True” or “False” response in case of an optional Reachability Check – see Annex 7);
- Establish a secure communication channel with both the IRP and the RRP according to the requirements set out in section 5.9;
- Maintain a transaction log without storing personal data (Originator and/or Beneficiary of the payment) for at least a three-month period;
- Facilitate any audit upon request by the SPL Scheme Manager (EPC);
- Certify operational practices as well as sensitive components required for the SPL operation: APIs, cryptographic devices, storage, processing and communication hardware and software components;
- Maintain its own technical infrastructure according to future evolutions of this specification.

Other components are out of the scope of the present specification.

5.5.2.2 Infrastructure components under the responsibility of the SPL Service Provider(s)

The SPL Service Provider(s) shall be responsible to develop and make available an implementation of this technical specification. Therefore, the SPL Service Provider(s) shall implement and maintain the following computing, storage and processing components:

- An API supporting a Request/Response exchange with the SPL initiated by an IRP according to the requirements set out in section 5.6 using the list of Data Elements in section 5.7 (Request



by the IRP, Response by the SPL) (Note: See Annex 7 for the Data Elements related to the optional feature 'Reachability Check');

- A polling process according to the requirements set out in section 5.6 for API-2;
- An implementation of the Routing Algorithm as specified in section 5.8;
- Authentication servers for the authentication of the IRP(s) and the RRP(s) according to the requirements set out in section 5.9;
- Cryptographic devices and associated components (e.g. key management systems, Hardware Security Module (HSM), random number generators) enabling the establishment of a secure communication interface with both the IRP and RRP according to the requirements set out in section 5.9;
- Databases for the SPL transaction data log protected according to the requirements set out in section 5.10;
- A fall-back infrastructure to ensure the availability of the Service.

Note: Interface components required to establish a communication with a third party other than IRPs and RRPs are out of the scope of the specification. The SPL Scheme Manager (EPC) establishes a contractual "Service Level Agreement" with the SPL Service Provider(s).

5.5.3 Responsibilities of the IRP

The IRP shall:

- Enrol with the SPL Scheme Manager (EPC) and contract with an SPL Service Provider for the service;
- Provide a mobile phone (or optionally email address) mechanism for access of the Originator to the SPL service. As a minimum this mechanism shall:
 - Implement a user interface enabling the Originator to enter the mobile phone number (or optionally email address) of the Beneficiary of the payment;
 - Not disclose any personal information of the Originator to the SPL;
 - Not reveal to the Originator payment account information of the Beneficiary of the payment;
- Assign a unique identifier to each SPL request. This unique identifier shall be recorded along with transaction data, other than the IBAN;
- Ensure that the mobile number that is sent to the SPL respects the Mobile Station International Subscriber Directory Number (MSISDN) format;
- Optionally ensure that the correct email address format is used i.e. local-part@ domain-part.
- Exclusively use the API provided by the SPL to initiate a request to the SPL;
- Establish a secure channel with the SPL for the protection of sensitive data;
- Validate the SPL response prior to using the IBAN to initiate the payment order;
- Not store the IBAN of the Beneficiary of the payment for any other purpose than the corresponding payment or dispute resolution. Such storage needs to be secure;
- Provide SPL transaction data required to resolve a dispute;



5.5.4 Responsibilities of the RRP

The RRP shall:

- Enrol with the SPL Scheme Manager (EPC) and contract with an SPL Service Provider for the service;
- Assign a unique identity to each Customer (Beneficiary of the payment);
- Implement an API (API-2 in Figure 1) enabling the access by the SPL to RRP information. This API will support:
 - the mutual authentication of both the SPL and the RRP;
 - a polling method to be exclusively evoked by an authenticated SPL.
- Maintain a system, with an individual entry for each Customer recording:
 - The mobile phone number (s) and/or optionally email address(es) of the Customer;
 - The Customer identity;
 - The IBAN provided by the Customer during the enrolment;
 - Time-stamps required for the execution of the Routing Algorithm as per section 5.8 requirements;
 - Metadata;
 - A log with the SPL transaction data.
- Maintain a risk management program describing the access control mechanisms for the Customer database as well as the process and security mechanisms to ensure the integrity of the database;
- Provide a mechanism for the explicit authorisation by the end-Customer of the disclosure of information to the SPL other than the IBAN and the associated time-stamps;
- Establish a secure channel with the SPL for the protection of in transit sensitive data;
- Validate the SPL request prior to providing the IBAN associated to the received mobile phone number (or optionally email address);
- Upon request provide SPL transaction data evidence for the resolution of a dispute.

5.6 API Specifications

5.6.1 Introduction

When defining this specification, the goal was to reuse existing specifications and standards as much as possible in order to create a system based on open standards, for maximum interoperability and to support a quick time to market.

The “Mobile P2P Interoperability Framework” specified by the Berlin Group has been identified as a perfect fit for the requirements defined by the SPL Scheme.

The specification provided by the Berlin Group covers a much broader scope because it also specifies the application and the payment layer of a mobile P2P transaction. However, it also specifies the proxy lookup mechanism, and the corresponding API, which are relevant for the SPL service.

The Berlin Group specification supports both a centralised and a decentralised approach for the communication between different mobile P2P schemes because the API is agnostic of the role of the counterpart. It can be either another mobile P2P scheme or a central hub, which forwards the request between the different P2P schemes.



In order to allow maximum interoperability with different schemes the existing “Mobile P2P Interoperability Framework” specified by the Berlin Group is used to implement the technical interfaces of the SPL service.

5.6.2 Berlin Group “Mobile P2P Interoperability Framework”

The SPL service communicates with the IRP via API 1 and the RRP via API 2. Both APIs are technically identical and are based on the specification of a “Repository Lookup” defined by the Berlin Group “Mobile P2P Interoperability Framework”.

The following chapters provide the specification of the APIs, which shall be used by the SPL:

- Mobile P2P Interoperability Framework Operational Rules Version 1.01: 5.1.1 Repository Lookup;
- Mobile P2P Interoperability Framework Implementation Guidelines 1.01: 3.3.1 Repository Lookup;
- Mobile P2P Interoperability Framework Implementation Guidelines 1.01: 3.1.1 Security levels.

The Berlin Group Mobile P2P Interoperability Framework supports both XML based SOAP Web services and JSON-based REST services as alternative technical implementations. For the SPL service it is required to implement the API as a JSON-based REST service.

The Berlin Group Mobile P2P Interoperability Framework states that data exchange via internet shall be performed using virtual private networks (VPN) by using client certificates on transport level but doesn’t define further details and suggests that this has to be defined bilaterally between Mobile P2P schemes. However, for the SPL service, the secure channels between the involved parties are clearly defined within this specification. Further information on the secure communication between all the involved parties (IRP, RRP and SPL) is provided in section 5.9 of this specification.

Note: The Payment Notification defined in the Berlin Group Mobile P2P Interoperability Framework is currently out of scope of the SPL specification but may be included in a future version of this specification. The Reachability Check optional feature is described in Annex 7.

5.6.3 API for the communication between the IRP and the SPL

If the IRP makes a request to the SPL in order to lookup a proxy, it shall use the repository lookup API specified by the Berlin Group specification. Therefore, it makes a call to the SPL as if it would make a lookup directly to the Beneficiary’s scheme in order to identify the IBAN related to a given mobile phone number (or optionally email address). After the SPL receives the request via the JSON-based REST service API, containing the information described in section 5.7.2, it executes the SPL algorithm which is specified in section 5.8 of this specification. After the execution the result shall be returned via the JSON-based REST service API as it would have been returned directly by the Beneficiary’s scheme. The IRP neither can see the different contacted RRP’s following the SPL algorithm execution nor gets any information about the details of the execution of the Routing Algorithm and the Polling Hierarchy. The SPL shall only return the IBAN, if one could be identified, and the supporting information as described in section 5.7.3.

5.6.4 API for the communication between the SPL and the RRP

During the execution of the Polling Hierarchy the SPL contacts one or several RRP’s as described in section 5.8.2. For the lookup requests the SPL shall use the repository lookup API specified by the Berlin Group specification. After the SPL sends a request to each of the identified RRP’s via the JSON-based REST service API, containing the information described in section 5.7.2, it waits for the response during a predefined timeout.



Each RRP then initiates an internal lookup in its own database in order to find the IBAN corresponding to the mobile phone number or optionally email address provided by the SPL. If an IBAN is found by the RRP the result shall be returned to the SPL via the JSON-based REST service API. The RRP only shall return the IBAN, if one could be identified, and the supporting information as described in section 5.7.3.

5.7 Data Elements

5.7.1 *Introduction*

The Data Elements referred in this section shall be used in the messages exchanged between the:

- IRP and the SPL; and
- SPL and the RRP.

These Data Elements are listed in the two tables below. Please find below the figure which is used as a reference for the interfaces IF2-IF3-IF4-IF5 in the Table listing the Data Elements required for the Interoperability of the Proxy Lookup service.

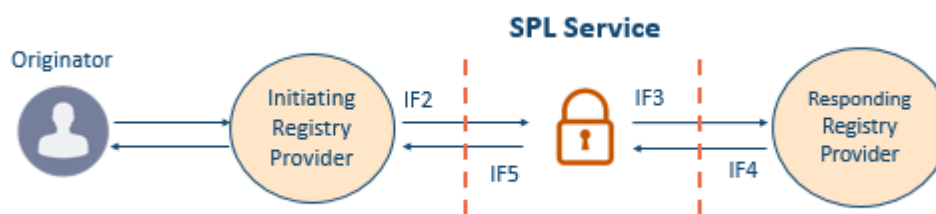


Figure 2: Interfaces (IF2-IF3-IF4-IF5) for the Data Elements to be exchanged in the APIs

The SPL Request Table summarises the Data Elements needed to execute a Lookup Request. These Data Elements are conveyed in the interface IF2 (between the IRP and the SPL service) and in the interface IF3 (between the SPL service and the RRP);

The SPL Response Table summarises the Data Elements needed to execute a Lookup Response. These Data Elements are conveyed in the interface IF4 (between the RRP and the SPL service) and in the interface IF5 (between the SPL service and the IRP).



Both Tables contain six columns organized as follows:

C1	Data Elements, respecting the name and identifier assigned by the Berlin Group.
C2	REST message attribute identifier per Data Element.
C3	Data type description per Data Element.
C4	“Purpose” is a rewording of the Berlin Group definition of the Data Element.
C5	Is divided into two sub-columns identifying the interfaces where the Data Element is exchanged. Note that the content of the same Data Element may change according to each interface.
C6	Indicates if the Data Element is Mandatory (M)/Optional (O)/Conditional (C) in the Berlin Group Specifications.

Note: For detailed information about the composition of complex data types please see section 3.3.5 Complex Data Types in the Implementation Guidelines of the Berlin Group Mobile P2P Interoperability Framework.



5.7.2 List of Data Elements for the SPL Request

C1 Data Element	C2 Tag	C3 Type	C4 Purpose	C5 Interface		C6 Berlin Group (M/O/C)
				IRP -> SPL (IF2)	SPL-> RRP (IF3)	
Alias Beneficiary (AT 01)	AlsBfy	AliasType	Encodes the alias (phone number or optionally email address) of the Beneficiary	X	X	M
Alias Originator (AT - 13)	AlsOrig	AliasType	Encodes the alias (phone number or optionally email address) of the Originator	X	X	O
Originator Scheme ID (AT - 02)	OrigSch	SchemeType	Identifies the Originator Scheme by a unique identifier	X	X	M
Receiver Scheme ID (AT - 03)	RecSch	SchemeType	Identifies the Receiver Scheme by a unique identifier	X Conveys the Scheme ID of the SPL	X Conveys the Scheme ID of the RRP contacted by the SPL	M
Transaction Amount (AT - 04)	TxAmt	AmountType	The transaction amount.	X	X	O
Lookup Request Reference Data (AT - 05)	TxID	Max35Text	Unique ⁶ identifier for the Request	X Generated by the IRP for both the SPL and the RRP	X Reuse the unique identifier generated by the IRP	M
Time stamp Request (AT - 06)	CreDtTm	ISODatetime	Non repudiable evidence of the time a Lookup request was initiated	X Generated by the IRP for both the SPL and the RRP	X Reuse the time stamp generated by the IRP	M

⁶ To ensure a unique ID, the ID should start with for example the Scheme ID number or BIC (or any other unique ID).



5.7.3 List of Data Elements for the SPL Response

C1 Data Element	C2 Tag	C3 Type	C4 Purpose	C5 Interface		C6 Berlin Group (M/O/C)
				RRP -> SPL (IF4)	SPL -> IRP (IF5)	
Lookup Request Reference Data (AT – 05)	TxID	Max35Text	Unique identifier for the Request	X The same received by the RRP during the Request	X The same received by the SPL during the Request	M
Response Result Yes/No (AT – 08)	Resp	Response Type	Indicates whether the alias could be matched to account data or not.	X	X	M
Reason Code (AT-09)	RsltDtls	CodeSet	This Data Element is an optional addition in case of a negative response. It is not used in case of a positive response.	X	X	C Conditional: Mandatory only if AT-08 = "False"
Originator Scheme ID (AT – 02)	OrigSch	Scheme Type	Identifies the Originator Scheme by a unique identifier	X	X	M
Receiver Scheme ID (AT – 03)	RecSch	Scheme Type	Identifies the Receiver Scheme by a unique identifier	X Conveys the Scheme ID(s) of the RRP(s) contacted by the SPL that is responding to the request	X Conveys the Scheme ID of the <u>single RRP selected by the Polling Hierarchy</u>	M
Creditor Account Data (IBAN, Type "IBAN") (AT – 10)	CdtrAcct	Creditor Account Type	The IBAN of the Beneficiary's payment account data to be used for the payment	X Note: Several IBANs can be retrieved from responding RRP	X This IBAN is the one selected by the SPL	C Conditional: Mandatory



					based on the Routing Algorithm	only if AT-08 = "True"
Creditor Account Type Indicator (AT – 11)	SchAcct	TrueFalse Indicator	This indicator is included in the case where the IBAN transmitted (Scheme IBAN) is not equal to the IBAN of the final Beneficiary	X	X	C Conditional: Mandatory only if credit account does not equal the beneficiary account.
Name Beneficiary (AT – 12)	BfyNm	Max140Text	According to the Berlin Group "The legal name of the Beneficiary as registered in the Receiver Mobile P2P Scheme following the KYC levels". This Data Element is only included in the case of a positive response, as an optional entry, due to possible data protection issues. This entry might be used for embargo and AML checks.	X	X	O (BG) Note: SPL SPG = O/C Conditional means: If AT-8 = "False", AT-12 cannot be sent If AT-8 = "True", AT-12 is optional



Notification Message Link (AT – 14)	PmtNtfc Path	String	<p>This Data Element is included if the Receiver Mobile P2P Scheme requires the use of Transaction Notification Messages on Application Level, cp. Section 5.3 of the Operational Rules of the Mobile P2P Interoperability Framework.</p> <p>This Data Element consists of a path. The Originator P2P Scheme is required to post the corresponding notification on the URL consisting of the Receiver Mobile P2P Scheme website added by this path.</p>	X	X <p>The SPL Scheme does not support Notification Services. In that case, AT-14 is sent in a way transparent to the IRP.</p>	O
Preference Indicator (AT – 15)	PrfInd	ISODate Time	<p>The Beneficiary might be registered in more than one Mobile P2P Scheme with the same MSISDN (or optionally email address). Some schemes allow their members to flag the scheme as preferred for receiving funds under a MSISDN (or optionally email address). Therefore, a preference indicator may</p>	X	X	O



			optionally be provided in the Lookup response message. The indicator Data Element contains the time stamp when the Beneficiary declared the Receiver Scheme as preferred.			
Registration Time stamp (AT – 16)	RegDtTm	ISODate Time	This Data Element contains information about the date and time when the Beneficiary has registered its account number with the Receiver Scheme. This time stamp may be used in the selection of the Receiver Scheme in case of multiple responses to a Proxy Lookup Request.	X	X	M
Time stamp Response (AT – 06)	CreDtTm	ISODateTime	Non repudiable evidence of the time a Lookup response was initiated	X Generated by the RRP for both the SPL and the IRP	X Reuse the time stamp generated by the RRP	M



5.7.4 Possible Return and Response Codes

An overview of the possible return codes as defined in the Mobile P2P Interoperability Framework Implementation Guidelines are listed below:

Status Code	Message Code	Description
200		Transaction was correct, no Payment Advice required, IBAN might be contained or not
201 (Created)		Transaction was correct, IBAN is contained and Payment Notification Advice is required, a hyperlink for the corresponding resource is contained.
400 (Bad Request)		Validation error occurred.
401 (Unauthorized)	CERTIFICATE_NOT_VALID	
403 (Forbidden)	MP2P_NOT_ADMITTED	Initiating Party is not admitted to the system

The Mobile P2P Interoperability Framework Implementation Guidelines list the following allowed reason codes (AT-09) to decline a request:

Code	Description
NMMD	No match of MSISDN in database
TALE	Transaction amount limit exceeded
NOTX	Number of transaction limit exceeded
CTLE	Cumulative transaction amount limit exceeded
SYUA	System unavailable
FERR	Format error

5.8 SPL Service Logic

5.8.1 Overview

This section describes the SPL service logic which covers the requests to the different Participants (RRPs) in the service and the evaluation of the answers to these requests and the decision, under certain predefined rules, which IBAN should be returned to the IRP.

The logic of the SPL service can be divided into two main building blocks:

- **The Polling Hierarchy:** Defines which RRP's are requested by the SPL and in which order;
- **The Routing Algorithm:** Defines which IBAN is returned to the IRP based on the number of responses and the time stamps.

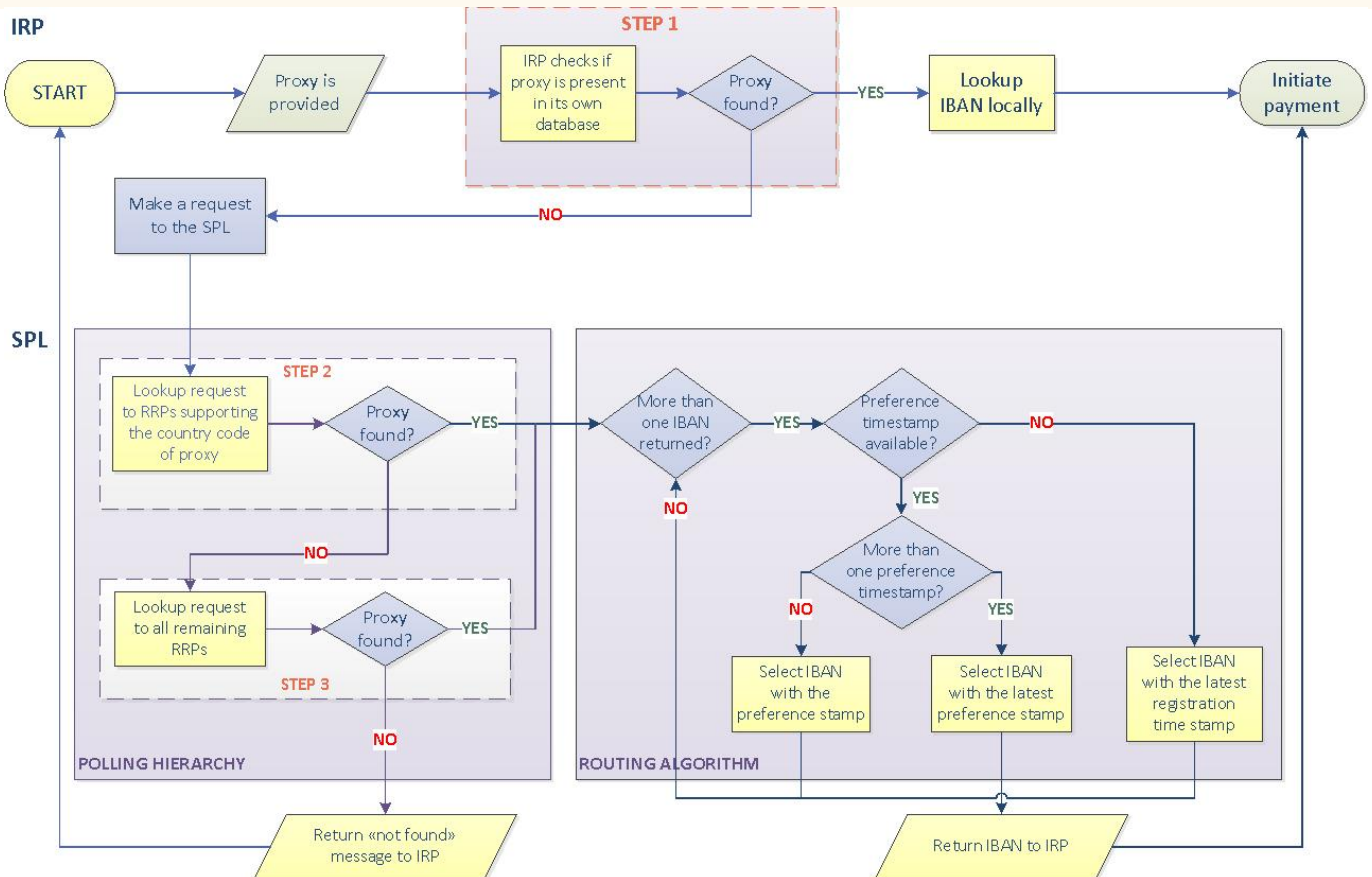


Figure 3: Flow of an SPL lookup request

The following chapters describe the two separate building blocks more in detail.

5.8.2 Polling Hierarchy

Upon reception and validation of an IRP request by the SPL, the SPL shall apply the Polling Hierarchy in order to contact the participating RRP using the mobile phone number (or optionally email address) as a proxy. In order to request the information from the appropriate RRP the following Polling Hierarchy shall be executed, as defined in the Rulebook (Annex 3):

- **Step 1:** Local lookup: each IRP checks its own database before sending a request to the SPL (this is not part of the SPL logic itself but is a precondition for the IRP to make a request to the SPL);
- **Step 2:** Lookup request is sent to RRP that support the country code of the proxy
- **Step 3:** Lookup request is sent to all remaining RRP.

If a result for the given proxy is found after step 2 or step 3 then the Routing Algorithm is executed, and no further polling is executed. In case there is no result returned by any RRP after the execution of step 3, a “Not Found” message shall be returned to the IRP by the SPL. This means that no participating RRP has enrolled the mobile phone number (or optionally email address) as a proxy for the SPL Service.

The SPL shall also proceed with the next logic process if no response is provided after a predefined timeout. In step 2 and step 3 the SPL shall wait for a response from all the RRP to whom a request was sent to until the timeout has been reached. It shall not proceed to the next logic process even if there is a response from one or more RRP before the expiration of the timeout.



Note: In case an email address is optionally used as a proxy, Step 2 of the Polling Hierarchy does not always apply.

5.8.3 Routing Algorithm

If the SPL receives one or more valid results during the execution of the Polling Hierarchy it shall execute the Routing Algorithm to decide which IBAN is returned to the IRP. The decision will be based on the number of returned IBANs and on the registration and preference time stamps:

- If there is only one RRP responding with an IBAN: After validation of the RRP message, the SPL shall forward the IBAN to the IRP in the response message (even if the RRP who responds has not implemented the preference feature there is no conflict).
- If there is more than one validated RRP response, the SPL shall proceed as follows:
 - The SPL shall return to the IRP the IBAN that has been selected as preferred or if there is no “preferred” status it shall return the one with the “registration time stamp” indicating the most recently registered account.
 - If more than one Participant (RRP) responds and they have both been selected as preferred, then the time of the preference time stamp will be checked. The SPL shall return to the IRP the IBAN with the most recently preference time stamp.

Note: “Preference” relates to the fact that the Customer opts to receive payments into a specific account (explicit consent is required). This is only possible if the RRP has developed this additional feature. This means that if the response of an RRP does not contain a preference time stamp then the RRP either has not developed this additional feature or the Customer never has explicitly expressed the wish to use this account as a preferred account to receive payments.

5.9 SPL Security Architecture

5.9.1 Problem Statement

The compromise of the information provided by the SPL increases the risk of fraud resulting in financial losses for the end-users of the SPL Service.

The SPL is the intermediary entity that enables the service by conveying RRP-held account information about the Beneficiary of the payment to the IRP. No direct communication is established between RRP(s) and IRP (s) Participants in the Scheme. The SPL is a centralised system and as such, constitutes a central point for a cyberattack. The technical choice is therefore not to store permanently sensitive payment information (e.g. IBAN) in the SPL computing facilities.

The security model assumes that:

- The RRP databases storing payment Beneficiary information are secure.
- The Originator knows the identity of the Beneficiary of the payment and his/her mobile phone number (or optionally email address) as enrolled by the RRP.

The Participants in the SPL Scheme, IRP(s), RRP(s) and the SPL Service Provider(s) are expected to implement a security architecture ensuring the integrity and the confidentiality of the exchanged information, in order to comply with the security objectives, set out in Section 5.9.2.



5.9.2 Security Objectives

O1	The databases required for the SPL service protect the integrity and the confidentiality of the enrolled Customer personal data at rest.
O2	Only the registered Participants in the SPL Scheme may have access to the data to be exchanged during a SPL transaction.
O3	Only a legitimate Customer of an IRP may initiate a payment.
O4	Only a legitimate Customer of an RRP may be the Beneficiary of a payment.
O5	Only the IBAN provided by the SPL service can be used as payment account identifier in the payment order generated by the payer PSP.
O6	The SPL service cannot be misused for the purpose of retrieving information not intended to initiate a payment.

5.9.3 Security Requirements

R1	The integrity of the proxy shall be preserved in transit: since the time it is entered in the mobile device until the time it is polled by the SPL and received by the Participant RRPs.
R2	The Customer information provided during the enrolment process and stored in a record in an RRP database shall be accurate. This record information associates the identity of the Customer, the mobile phone number and/or optionally email address, an IBAN, the enrolment date and other Customer data, such as a preference level.
R3	The RRP security policy shall ensure the integrity of the Customer database records.
R4	Mutual authentication of the two communicating parties in any exchange during the SPL transaction shall be possible.
R5	The RRP shall only facilitate Customer information (e.g., IBAN) to a legitimate SPL.
R6	The SPL shall not store the IBANs received from the RRPs during the transaction.
R7	The integrity and confidentiality of the IBAN information provided by the RRP to the SPL and then forwarded to the IRP shall be preserved all along the transaction.
R8	Any pair (mobile phone number (or optionally email address), IBAN) received by the SPL shall be the same than the one(s) enrolled by the RRP(s).
R9	The mobile payment application of the IRP shall: <ul style="list-style-type: none"> • verify the integrity and the origin of the data received from a SPL response. • prevent the access of the payer to the IBAN of the Beneficiary. • not store the IBAN received from the SPL. • provide a log mechanism. • ensure that the IBAN used to generate the payment is the last one received in a validated response from an SPL. • provide a mechanism for the payer to confirm the identity of the Beneficiary of the payment prior to the generation of the payment order.



5.9.4 Security architecture implementation aspects

In order to comply with the previously defined security requirements, the communication between the parties involved in the SPL service (IRP, RRP and SPL) has to be achieved via secure channels, which assures the integrity and the confidentiality of the transmitted data.

This can be achieved by using HTTPS and TLS transport layer encryption as defined in chapter 3.1.1 'Security levels' of the Mobile P2P Interoperability Framework Implementation Guidelines published by the Berlin Group.

5.9.4.1 *Communication via HTTPS and TLS*

The communication between the IRP and the SPL service and the SPL service and the RRP takes place via JSON REST services as defined in section 5.6.3 and section 5.6.4 of this specification. End-to-end encryption is not supported by JSON REST services.

The following minimum requirements have to be fulfilled:

- Encryption shall be performed on the transport layer via HTTPS using TLS 1.2 or higher versions of TLS (also see Annex 6 on Risk Management).
- Lower SSL-versions shall not be allowed.
- Server and client qualified certificates shall be used to ensure secure mutual authentication.

In case of JSON encoding, proxy look-up (and the optional Reachability Check – see Annex 7) requests shall be sent via the HTTP POST command. This avoids any URI length restrictions, possible security issues and data protection issues, which could arise using the HTTP GET command. In the latter case the whole request would be sent as a URL and would be logged on the application level.

As an additional security measure, the SPL service shall maintain an IP address whitelist, which is updated during the on-boarding process of each IRP/RRP. The SPL service shall only accept connections from IP addresses of registered IRPs. The RRP in turn shall also restrict the access to the look-up service only to requests originating from the public IP address of the SPL service.

5.10 Data Protection Requirements ('Data Protection by Design and by Default')

The SPL service requires the exchange of Customers' personal data between the Participants in the SPL Scheme. It is of the utmost importance that personal data is only processed by authorised parties for the purpose of the payment, in accordance with the mandatory provisions of applicable rules and regulations related to data protection and privacy, notably the GDPR.

In order to avoid erroneous payments, which could be detrimental to the reputation of the SPL Scheme, the SPL service and relevant Stakeholders, traceability requirements are to be fulfilled, in full compliance with the GDPR requirements of data protection by design and by default (Article 25 GDPR).



6 Annex 6: Risk Management Annex

The document (EPC041-19) has a restricted distribution and is therefore not included here.

Should Participants wish to provide suppliers with a copy of this Risk Management Annex, they must do this under a non-disclosure agreement. A suggested text is included below, but Participants may use their own document if they prefer.

 Example non-disclosure agreement

[To be typed on headed notepaper of the Participant disclosing information]

[Insert name and address of person receiving information] [Insert date]

Dear Sirs,

SEPA PROXY LOOKUP SCHEME - RISK MANAGEMENT ANNEX

This letter, which is to be understood as a legally binding agreement (hereinafter referred to as "Agreement") is to agree the basis upon which we will supply and/or have supplied to you Confidential Information in relation to the SEPA Proxy Lookup Scheme. In consideration of us supplying you with certain Confidential Information necessary for you to perform your functions under the commercial arrangements between us, you agree as follows:

1 KEEPING CONFIDENTIAL INFORMATION CONFIDENTIAL

You shall keep the Confidential Information confidential and, in particular, you shall:

- A keep all documents and other material containing, reflecting, or which are generated from the Confidential Information separate from all other documents and materials and at your usual place of business in [insert name of country];
- B exercise in relation to the Confidential Information no lesser security measures and degree of care than those which you apply to your own confidential information (and which you warrant as providing adequate protection against any unauthorised disclosure, copying or use).

2 DEFINITIONS

In this Agreement:

2.1 "Confidential Information" means any information contained within the Risk Management Annex to the SEPA Proxy Lookup Rulebook disclosed (whether before or after the date of this Agreement and whether in writing, orally or by any other means and whether directly or indirectly) by us or by another person on our behalf to you or to another person on your behalf.

2.2 Shall not be considered as "Confidential Information" information which:

2.2.1 is already known to you, unless this information too was provided subject to a non-disclosure undertaking; and/or

2.2.2 has been gathered by you independently of us; and/or

2.2.3 has lawfully been obtained by you from a third party, without any duty of secrecy; and/or



2.2.4 has already been released into the public domain by the person lawfully entitled.

3 DISCLOSURE OF CONFIDENTIAL INFORMATION

3.1 You shall not disclose the Confidential Information to another person except that you may disclose the Confidential Information:

- A to your employees [professional advisors, authorised representatives or sub-contractors] to the extent that it is essential to enable you to perform your functions (need to know basis).
- B if disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body provided that you shall use all reasonable efforts to give us not less than [two business days'] notice in writing of that disclosure.

3.2 You shall use all reasonable efforts to prevent the disclosure of the Confidential Information except as mentioned in paragraph 3.1.

3.3 You shall ensure that each person to whom Confidential Information is disclosed pursuant to paragraph 3.1(a) complies with the terms of this Agreement as if that person was a party to this Agreement.

4 ENTRY INTO FORCE AND DURATION

4.1 This Agreement shall enter into force upon signature by both parties to this Agreement.

4.2 All the undertakings fixed in this Agreement shall be of indefinite duration.

4.3 The provisions of this Agreement shall remain in force even after the termination of the commercial arrangements/agreements between the parties to this Agreement.

4.4 You shall, within [7 (seven) business days] of a written request from us, and in any event upon termination of our commercial arrangements/agreement, return to us all documents and other material in the possession, custody or control of you or any of the persons falling within the exception mentioned in paragraph 3.1 (a) that contain any part of the Confidential Information and shall ensure that both you and such persons erase all Confidential Information held in electronic form on any computer, electronic file storage system or other electronic device (other than copies of computer records and/or files containing any Confidential Information which have been created pursuant to automatic archiving or back-up procedures).

5 FURTHER AGREEMENTS

5.1 We accept no responsibility for and make no representation or warranty, express or implied with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. We are not liable to you or another person in respect of the Confidential Information or its use.

5.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

6 GOVERNING LAW

6.1 This Agreement is governed by [insert choice of law].

6.2 Disputes resulting from or in connection with the Agreement shall be referred to the competent court in [insert competent court].



6.3 Please indicate your full acceptance of this Agreement by signing and returning the enclosed copy of this Agreement to us.

Yours faithfully

for and on behalf of

[]

Agreed and accepted by

for and on behalf of

[]

Dated []



7 Annex 7: Reachability Check Option

Note: This annex only provides a detailed description of the scope and Data Elements that are needed to perform a Reachability Check. This annex hence needs to be read in conjunction with Annex 5 ‘SPL API specification’.

7.1 Introduction

This annex covers the optional feature for the IRP to perform a Reachability Check as part of its onboarding process of (new) Customers. This would allow the IRP to inform its Customers about which contacts included in their smartphone are reachable via the SPL service.

The Reachability Check request will be sent from the IRP to the SPL and from the SPL to the RRP. The Reachability Check response will be sent from the RRP to the SPL and from the SPL to the IRP. The APIs used for this optional feature are similar than the APIs described in Annex 5 and are based on the specification of a “Reachability Check” defined by the Berlin Group’s “Mobile P2P Interoperability Framework” in the following chapters:

- Mobile P2P Interoperability Framework Operational Rules Version 1.01: 5.1.2 Reachability Check;
- Mobile P2P Interoperability Framework Implementation Guidelines 1.01: 3.3.3 Reachability Lookup;

7.2 Data elements

The Data Elements referred in this section shall be used in the messages exchanged between the:

- IRP and the SPL; and
- SPL and the RRP.

These Data Elements are listed in the two tables below. Please find below the figure which is used as a reference for the interfaces IF2-IF3-IF4-IF5 in the Table listing the Data Elements required for the Interoperability of the Proxy Lookup service.

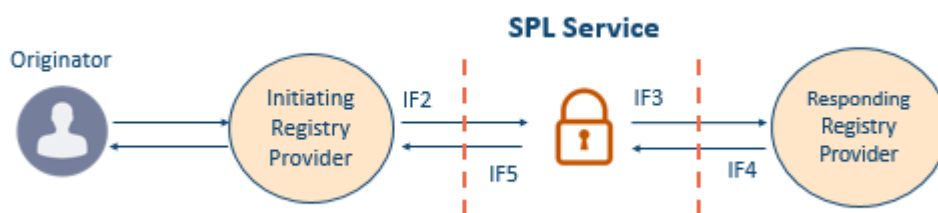


Figure 4: Interfaces (IF2-IF3-IF4-IF5) for the Data Elements to be exchanged in the APIs (Reachability Check)

The ‘Reachability Check Request’ table summarises the Data Elements needed to execute a Reachability Check Request. These Data Elements are conveyed in the interface IF2 (between the IRP and the SPL service) and in the interface IF3 (between the SPL service and the RRP);



The 'Reachability Check Response' table summarises the Data Elements needed to execute a Reachability Check Response. These Data Elements are conveyed in the interface IF4 (between the RRP and the SPL service) and in the interface IF5 (between the SPL service and the IRP).

Both Tables contain six columns organised as follows:

C1	Data Elements, respecting the name and identifier assigned by the Berlin Group.
C2	REST message attribute identifier per Data Element.
C3	Data type description per Data Element.
C4	"Purpose" is a rewording of the Berlin Group definition of the Data Element.
C5	Is divided into two sub-columns identifying the interfaces where the Data Element is exchanged. Note that the content of the same Data Element may change according to each interface.
C6	Indicates if the Data Element is Mandatory (M)/Optional (O)/Conditional (C) in the Berlin Group specifications.

Note: For detailed information about the composition of complex data types please see section 3.3.5 Complex Data Types in the Implementation Guidelines of the Berlin Group Mobile P2P Interoperability Framework.



7.2.1 List of Data Elements for the Reachability Check Request

C1 Data Element	C2 Tag	C3 Type	C4 Purpose	C5 Interface		C6 Berlin Group (M/O/C)
				IRP → SPL (IF2)	SPL → RRP (IF3)	
Alias Beneficiary (AT 01)	AlsBfy	AliasType	Encodes the alias (phone number or optionally email address) of the Beneficiary	X	X	M
Alias Originator (AT – 13)	AlsOrig	AliasType	Encodes the alias (phone number or optionally email address) of the Originator	X	X	O
Originator Scheme ID (AT – 02)	OrigSch	SchemeType	Identifies the Originator Scheme by a unique identifier	X	X	M
Receiver Scheme ID (AT – 03)	RecSch	SchemeType	Identifies the Receiver Scheme by a unique identifier	X Conveys the Scheme ID of the SPL	X Conveys the Scheme ID of the RRP contacted by the SPL	M
Lookup Request Reference Data (AT – 05)	TxID	Max35Text	Unique ⁷ identifier for the Request	X Generated by the IRP for both the SPL and the RRP	X Reuse the unique identifier generated by the IRP	M
Time stamp Request (AT – 06)	CreDtTm	ISODatetime	Non repudiable evidence of the time a Lookup request was initiated	X Generated by the IRP for both the SPL and the RRP	X Reuse the time stamp generated by the IRP	M

⁷ To ensure a unique ID, the ID should start with for example the Scheme ID number or BIC (or any other unique ID).



7.2.2 List of Data Elements for the Reachability Check Response

C1 Data Element	C2 Tag	C3 Type	C4 Purpose	C5 Interface		C6 Berlin Group (M/O/C)
				RRP -> SPL (IF4)	SPL -> IRP (IF5)	
Lookup Request Reference Data (AT – 05)	TxID	Max35Text	Unique identifier for the Request	X The same received by the RRP during the Request	X The same received by the SPL during the Request	M
Response Result Yes/No (AT – 08)	Resp	Response Type	Indicates whether the alias could be matched to account data or not.	X	X	M
Reason Code (AT-09)	RsltDtIs	CodeSet	This Data Element is an optional addition in case of a negative response. It is not used in case of a positive response.	X	X	C Only Mandatory if AT-08 = "False"
Originator Scheme ID (AT – 02)	OrigSch	Scheme Type	Identifies the Originator Scheme by a unique identifier	X	X	M
Receiver Scheme ID (AT – 03)	RecSch	Scheme Type	Identifies the Receiver Scheme by a unique identifier	X Conveys the Scheme ID(s) of the RRP(s) contacted by the SPL that is responding to the request	X Conveys the Scheme ID of the <u>single RRP selected by the Polling Hierarchy</u>	M
Time stamp Response (AT – 06)	CreDtTm	ISODateTime	Non repudiable evidence of the time a Lookup response was initiated	X Generated by the RRP for both the SPL and the IRP	X Reuse the time stamp generated by the RRP	M

Note: See section 5.7.4 (Annex 5 SPL API specification) for possible Return and Response codes.



8 Annex 8: List of changes compared to version 1.0 of the SPL Scheme Rulebook

As a result of the 2019 SPL scheme rulebook change management process, the rulebook has been updated to include:

- The email address and reachability check as optional features in the SPL scheme.
- The specification of a maximum liability amount equal to the fee paid to the responding registry provider (RRP) for the provision of the data.
- The possibility for a SPL scheme participant in its role of RRP to charge a fee in exchange of services received by the IRP.

The below table lists the changes compared to version 1.0 of the SPL scheme rulebook. This list is for information only. The changes included in the body of document are the changes in effect.

Symbols used:

- 1 Column one contains the rulebook reference.
- 2 Column two contains a description of the change.
- 3 Column three contains the type of change, as classified below:
 - TYPO: typing and layout updates/errors
 - CLAR: clarification of the text
 - CHAN: change of the Rulebook content

Note: For further background details on the changes below, please consult the document 'EPC153-19 v1.0 Change Proposal Submission Document following the 2019 public consultation on SPL Scheme Rulebook 2019 Change Requests' made available on the EPC Website.

Section	Description	Type
1.1	Inclusion of a reference related to the optional use of email address as a proxy (Change request (CR)#1) as well as the optional feature to perform a Reachability Check (CR#7)	CHAN
1.6	Minor editorial update (see bold text): "The value of the Scheme is directly proportional to with the number of Participants"	TYPO
2.1	Clarification of "directly" versus "indirectly" (CR#11) (see bold text for changes): "...directly (e.g. PSP association) or indirectly (e.g. association of PSP associations, entity owned by a PSP association),..."	CLAR
2.3	Restructuration of section 2.3 into subsections 2.3.1, 2.3.2, 2.3.3	TYPO
2.3.1	Inclusion of a reference to Annex 2 (Schedule information to the Adherence Agreement).	CLAR
2.3.1	Inclusion of a paragraph related to RRP fees (CR#18)	CHAN

Section	Description	Type
2.3.1	Updates following legal review in relation to the confirmation of a successful application and inclusion of the following paragraph regarding how the adherence documents need to be submitted to the EPC: “The completed adherence documents should be sent to the EPC via email (spl@epc-cep.eu) for determining the application. The original documents should be sent via courier or regular mail to the following address:”	CLAR
2.3.1	Inclusion of the following paragraph related to CR#1 & CR#7: “In the Schedule information document (see Annex 2) an applicant can indicate whether it supports optional features of the Scheme. An applicant that decides to support optional features at a later date will need to send an updated version of the Schedule information document specifying the support of one or more optional features as well as the related Readiness dates.”	CHAN
2.3.2	The word “appeal” was replaced by “complaint procedure” in line with the updated EPC Charter.	CHAN
2.3.3	Replacement of ‘Appeals Committee’ by ‘Dispute Resolution Committee (DRC)’ and related changes in line with the updated EPC Charter.	CHAN
2.4	Clarification regarding the fact that it will be indicated in the Scheme register of Participants whether optional Scheme features are supported (related to CR#1 & CR#7).	CLAR
2.5	Following legal review the following obligation was included: “Use all reasonable efforts, undertaken diligently and in good faith, to perform their obligations under the Rulebook, including but not limited to ensuring their continuous reachability and to performing lookups and lookup responses in a timely manner;”	CHAN
2.5	The following bold text was added: “•Ensure adequate risk management and security, via compliance with the applicable provisions included in the Risk Management Annex (see Annex 6); ”	CLAR
2.5.1	Following sentence was reworded (CR#12) (see bold text): “It should be noted that the IRP that is receiving information from an SPL enquiry may is under no obligation to disclose all of that information to its Customers “	CLAR
2.5.2	Updated paragraph (see bold text) to further clarify “inaccurate” (CR#13): “It should be noted that the RRP will be liable in case the selected response is inaccurate (e.g. incorrect IBAN) does not reflect the content of the latest valid version of the RRP’s database corresponding with the request of the IRP, and results for example in a response to the wrong request or the provision of a name that does not match the IBAN. ”	CLAR

Section	Description	Type
2.6.2	Quantification of the maximum amount which may be claimed in respect of a loss (CR#14) (see bold text): “The maximum amount which may be claimed in respect of a Loss is the ‘RRP fee’ paid to the RRP for the provision of the data. [Tbd], “	CHAN
2.8.2	Restructuration of section 2.8.2: ‘Compliance and Adherence Committee/appeal Committee’ replaced by ‘Dispute Resolution Committee’ in line with the updated EPC Charter’ (including removal of all subsections)	CHAN
2.12	Updated paragraph (CR#17) (see bold text): “Further, each Participant (whether or not subject to the GDPR) shall refrain, to the extent reasonably possible, from exercising any rights accorded to it under its national law vis-à-vis other Participants and vis-à-vis its Customers that either conflict or that could potentially conflict with the relevant provisions of the applicable data protection regulation, notably GDPR. ”	CLAR
3.2.1	Sentence updated as follows (see bold text): “It is a key objective of the EPC that the Scheme is able to evolve with a developing evolving payments market.”	TYPO
3.2.5	Inclusion direct link to the Berlin Group’s Mobile P2P Interoperability Framework.	CLAR
3.2.7.8	Updated paragraph (see bold text): “In such case the SPL SPG will prepare, in close cooperation with the Legal Support Group (LSG) , a regulatory change proposal. This will be done as soon as reasonably possible, in light of the date on which the new or amended rules and regulations will enter into force.	CLAR
3.2.8	Updated paragraph (see bold text): “The SPL SPG shall may consult with the relevant Initiator(s) on the status of the item with a view to determining whether a change is a Minor or a Major Change. Following such a consideration, the change may be re-classified and approved as a Major Change.”	CHAN
4.2	Inclusion of reference to Annex 5: “An SPL Service Provider needs to operate the SPL service in accordance with the Rulebook and SPL API specification (see Annex 5) , as amended from time to time.	CLAR
5	Update and extension of the list of terms defined.	CLAR
Annex 2	Inclusion of optional feature sections in the “Schedule information to the Adherence Agreement” (CR#1 & CR#7)	CHAN
Annex 3	Inclusion of a note to clarify that Step 2 “Lookup in registries supporting the country code of the proxy” does not always apply in case the proxy is an email address.	CLAR
Annex3	Removal of note: “The efficiency of the logic could for example be revisited after 1 year”.	CHAN



Section	Description	Type
Annex 5 – 5.1/5.2	Reference to Annex 7 ‘Reachability Check’ was included (CR#7)	CHAN
Annex 5 – 5.2	Inclusion of a reference related to the optional use of email address as a proxy (CR#1)	CHAN
Annex 5 – 5.3	Section 5.3 now only contains only terms that are not yet defined in the Rulebook itself (to avoid overlap). Additional terms have been added.	TYPO
Annex 5 – 5.4	Inclusion of the document number of the SPL Scheme Rulebook.	CLAR
Annex 5- 5.5.1	Following sentence was updated as follows (see bold text): “The RRP, which enrolls Customers acting as beneficiaries (initial scope) of the payments. The RRP maintains a Customer database. In this database an individual record associates the mobile phone number or optionally email address of the Customer with an International Bank Account Number (IBAN). ” (CR#1) Additional references to the optional use of email address were added multiple times in the Note. (CR#1)	CHAN
Annex 5- 5.5.1	Update of Figure 1 ‘High Level Functional Model for the SEPA Proxy Lookup’: removal of numbers as well as block “payment system” (CR#16)	CHAN
Annex 5 – 5.5.1	The term “PLA algorithm” was updated to “Routing Algorithm”.	TYPO
Annex 5 - 5.5.2 – 5.5.2.1	The following bullet point was removed as it is the SPL Scheme Manager’s responsibility (and hence not for the SPL Service Provider(s)): “Assign a unique identifier for the enrolled IRP(s) and RRP(s) to be used in the corresponding Data Element(s) of section 5.7;”	CHAN
Annex 5 - 5.5.2 – 5.5.2.1	Addition of the following text (see bold): “Provide the IRP with only one IBAN associated with a validated RRP response (Note: “True” or “False” response in case of an optional Reachability Check – see Annex 7); ” (CR#7)	CHAN
Annex 5 - 5.5.2 – 5.5.2.1	The following text was updated as follows (see bold text):” Establish a secure communication channel with both either the IRP and or the RRP when required according to the requirements set out in section 5.9;	CLAR/ CHAN
Annex 5 - 5.5.2 – 5.5.2.2	Addition of the following bold text: “An API supporting a Request/Response exchange with the SPL initiated by an IRP according to the requirements set out in section 5.6 using the list of Data Elements in section 7 (Request by the IRP, Response by the SPL) (Note: See Annex 7 for the Data Elements related to the optional feature ‘Reachability Check’; ” (CR#7)	CHAN



Section	Description	Type
Annex 5 - 5.5.2 – 5.5.2.2	The term “SPL Service Algorithm (PLA)” was updated to “Routing Algorithm”.	TYPO
Annex 5 - 5.5.2 – 5.5.2.3	The section “List of optional functionalities” was removed.	CHAN
Annex 5 - 5.5.3	Inclusion of “(or optionally email address)”(CR#1). Inclusion of additional bullet point: “Optionally ensure that the correct email address format is used i.e. local-part@ domain-part.” (CR#1)	CHAN
Annex 5 - 5.5.3	Addition of the following bold text: “Not store the IBAN of the Beneficiary of the payment for any other purpose than the corresponding payment or dispute resolution. Such storage needs to be secure; (CR#15)	CLAR
Annex 5 - 5.5.4	Addition of the following bold text: “The mobile phone number(s) and/or optionally email address(es) of the Customer;”(CR#1).	CHAN
Annex 5 - 5.5.3	The term “PLA” was updated to “Routing Algorithm”.	TYPO
Annex 5 - 5.5.3	Update of the following sentence (see bold text): “Provide a mobile phone mechanism for the explicit authorisation by the end-Customer of the disclosure of information to the SPL other than the IBAN and the associated time-stamps;”	CLAR
Annex 5 - 5.5.3	Inclusion of “(or optionally email address)”(CR#1).	CHAN
Annex 5 – 5.6.2	The note was updated as follows (see bold text): “The Reachability Check and the Payment Notification defined in the Berlin Group Mobile P2P Interoperability Framework is are currently out of scope of the SPL specification but may be included in a future version of this specification. The Reachability Check optional feature is described in Annex 7. ” (CR#7)	CHAN
Annex 5 – 5.6.3	Inclusion of “(or optionally email address)”(CR#1).	CHAN
Annex 5 – 5.6.3	Inclusion of “(or optionally email address)”(CR#1).	CHAN
Annex 5 – 5.6.4	Inclusion of “(or optionally email address)”(CR#1). Removal of paragraph: “For this call the SPL acts like the Originator’s scheme in a bilateral interoperability. The RRP not only acts like the Beneficiary’s scheme but in this case is the beneficiary’s scheme of the mobile P2P payment”	CHAN
Annex 5 – 5.7.1	Update of Figure 2.	TYPO



Section	Description				Type
Annex 5 – 5.7.1	Inclusion of following updates (see bold text): “The SPL Request first Table...” “The SPL Response second Table...” Inclusion of the following note: “For detailed information about the composition of complex data types please see section 3.3.5 Complex Data Types in the Implementation Guidelines of the Berlin Group Mobile P2P Interoperability Framework.”				CLAR
Annex 5 – 5.7.2	Updates highlighted in bold (CR#1):				CHAN
	Mobile Number Alias Beneficiary (AT 01)	AlsBfy	AliasType	Encodes the alias (phone number or optionally email address) of the Beneficiary	
Annex 5 – 5.7.2	Updates highlighted in bold (CR#1):				CHAN
	Mobile Number Alias Originator (AT – 13)	AlsOrig	AliasType	Encodes the alias (phone number or optionally email address) of the Originator The Receiver Scheme can mandate to provide personal IBAN data only to Originators which are on a customer's white list	
Annex 5 – 5.7.2	Updates highlighted in bold (CR#5)				CHAN
	Transaction Amount (AT – 04)	TxAmt	AmountType	The transaction amount- in Euros.	
Annex 5 – 5.7.2	Updates highlighted in bold:				CHAN
	Lookup Request Reference Data (AT – 05)	Unique identifier for the Request	X Generated by the IRP only for the SPL or Generated by the IRP for both the SPL and the RRP	X Generated by the SPL only for the RRP or to Reuse the unique identifier generated by the IRP	



Section	Description	Type			
Annex 5 – 5.7.2	<p>Updates highlighted in bold:</p> <table border="1"> <tr> <td>Time stamp Request (AT – 06)</td> <td> <p>X</p> <p>Generated by the IRP only for the SPL</p> <p>or</p> <p>Generated by the IRP for both the SPL and the RRP</p> </td> <td> <p>X</p> <p>Generated by the SPL only for the RRP or</p> <p>to Reuse the time stamp generated by the IRP</p> </td> </tr> </table>	Time stamp Request (AT – 06)	<p>X</p> <p>Generated by the IRP only for the SPL</p> <p>or</p> <p>Generated by the IRP for both the SPL and the RRP</p>	<p>X</p> <p>Generated by the SPL only for the RRP or</p> <p>to Reuse the time stamp generated by the IRP</p>	CHAN
Time stamp Request (AT – 06)	<p>X</p> <p>Generated by the IRP only for the SPL</p> <p>or</p> <p>Generated by the IRP for both the SPL and the RRP</p>	<p>X</p> <p>Generated by the SPL only for the RRP or</p> <p>to Reuse the time stamp generated by the IRP</p>			
Annex 5 – 5.7.3	Under “C5 Interface”, reversal order IF4 and IF5 (as IF4 takes place before IF5)	TYPO			
Annex 5 – 5.7.3	Column “C6 Berlin Group (M/O/C)”: “No match” replaced by “False”	TYPO			
Annex 5 – 5.7.3	<p>Updates highlighted in bold:</p> <table border="1"> <tr> <td>Originator Scheme ID (AT – 02)</td> <td> <p>X</p> <p>Only if the Originator ID has been transmitted to the RRP during the Request, otherwise the Data Element contains the SPL Scheme ID</p> </td> </tr> </table>	Originator Scheme ID (AT – 02)	<p>X</p> <p>Only if the Originator ID has been transmitted to the RRP during the Request, otherwise the Data Element contains the SPL Scheme ID</p>	CHAN	
Originator Scheme ID (AT – 02)	<p>X</p> <p>Only if the Originator ID has been transmitted to the RRP during the Request, otherwise the Data Element contains the SPL Scheme ID</p>				
Annex 5 – 5.7.3	<p>Updates highlighted in bold:</p> <table border="1"> <tr> <td>Receiver Scheme ID (AT – 03)</td> <td> <p>X</p> <p>Conveys the Scheme ID(s) of the RRP(s) contacted by the SPL that is responding to the request</p> </td> <td> <p>X</p> <p>Conveys the SPL scheme ID or the Scheme ID of the <u>single RRP selected by the Polling Hierarchy</u>. is to be included</p> </td> </tr> </table>	Receiver Scheme ID (AT – 03)	<p>X</p> <p>Conveys the Scheme ID(s) of the RRP(s) contacted by the SPL that is responding to the request</p>	<p>X</p> <p>Conveys the SPL scheme ID or the Scheme ID of the <u>single RRP selected by the Polling Hierarchy</u>. is to be included</p>	CHAN
Receiver Scheme ID (AT – 03)	<p>X</p> <p>Conveys the Scheme ID(s) of the RRP(s) contacted by the SPL that is responding to the request</p>	<p>X</p> <p>Conveys the SPL scheme ID or the Scheme ID of the <u>single RRP selected by the Polling Hierarchy</u>. is to be included</p>			
Annex 5 – 5.7.3	Column “C6 Berlin Group (M/O/C)”: “match” replaced by “True”	TYPO			



Section	Description		Type				
Annex 5 – 5.7.3	<p>Updates highlighted in bold (CR#03)</p> <table border="1" data-bbox="395 338 1235 1267"> <tr> <td data-bbox="395 338 587 1267"> Notification Message Link (AT – 14) </td> <td data-bbox="587 338 911 1267"> This Data Element is included if the Receiver Mobile P2P Scheme requires the use of Transaction Notification Messages on Application Level, cp. Section 5.3 of the Operational Rules of the Mobile P2P Interoperability Framework.⁸ This Data Element consists of a path. The Originator P2P Scheme is required to post the corresponding notification on the URL consisting of the Receiver Mobile P2P Scheme website added by this path. </td> <td data-bbox="911 338 970 1267">x</td> <td data-bbox="970 338 1235 1267"> X In phase 1, The SPL Scheme does is not expected to support Notification Services. As a result in that case, AT-14 is sent in a way transparent to the IRP. </td> </tr> </table>		Notification Message Link (AT – 14)	This Data Element is included if the Receiver Mobile P2P Scheme requires the use of Transaction Notification Messages on Application Level, cp. Section 5.3 of the Operational Rules of the Mobile P2P Interoperability Framework. ⁸ This Data Element consists of a path. The Originator P2P Scheme is required to post the corresponding notification on the URL consisting of the Receiver Mobile P2P Scheme website added by this path.	x	X In phase 1 , The SPL Scheme does is not expected to support Notification Services. As a result in that case , AT-14 is sent in a way transparent to the IRP.	CLAR
Notification Message Link (AT – 14)	This Data Element is included if the Receiver Mobile P2P Scheme requires the use of Transaction Notification Messages on Application Level, cp. Section 5.3 of the Operational Rules of the Mobile P2P Interoperability Framework. ⁸ This Data Element consists of a path. The Originator P2P Scheme is required to post the corresponding notification on the URL consisting of the Receiver Mobile P2P Scheme website added by this path.	x	X In phase 1 , The SPL Scheme does is not expected to support Notification Services. As a result in that case , AT-14 is sent in a way transparent to the IRP.				
Annex 5 – 5.7.3	<p>Updates highlighted in bold (CR#01)</p> <table border="1" data-bbox="395 1323 1235 1850"> <tr> <td data-bbox="395 1323 703 1850"> Preference Indicator (AT – 15) </td> <td data-bbox="703 1323 1235 1850"> The Beneficiary might be registered in more than one Mobile P2P Scheme with the same MSISDN (or optionally email address). Some schemes allow their members to flag the scheme as preferred for receiving funds under a MSISDN (or optionally email address). Therefore, a preference indicator may optionally be provided in the Lookup response message. The indicator Data Element contains the time stamp when the Beneficiary declared the Receiver Scheme as preferred. </td> </tr> </table>		Preference Indicator (AT – 15)	The Beneficiary might be registered in more than one Mobile P2P Scheme with the same MSISDN (or optionally email address) . Some schemes allow their members to flag the scheme as preferred for receiving funds under a MSISDN (or optionally email address) . Therefore, a preference indicator may optionally be provided in the Lookup response message. The indicator Data Element contains the time stamp when the Beneficiary declared the Receiver Scheme as preferred.	CHAN		
Preference Indicator (AT – 15)	The Beneficiary might be registered in more than one Mobile P2P Scheme with the same MSISDN (or optionally email address) . Some schemes allow their members to flag the scheme as preferred for receiving funds under a MSISDN (or optionally email address) . Therefore, a preference indicator may optionally be provided in the Lookup response message. The indicator Data Element contains the time stamp when the Beneficiary declared the Receiver Scheme as preferred.						

⁸ https://docs.wixstatic.com/ugd/c2914b_93e03df6018c45fa91c4d9f5fa55dbf5.pdf



Section	Description	Type							
Annex 5 – 5.7.3	Inclusion of the following data element: <table border="1" data-bbox="352 338 1278 685"> <tr> <td data-bbox="352 338 517 685">Time stamp Response (AT – 06)</td> <td data-bbox="517 338 608 685">Cre DtT m</td> <td data-bbox="608 338 722 685">ISO DateTi me</td> <td data-bbox="722 338 911 685">Non repudiable evidence of the time a Lookup response was initiated</td> <td data-bbox="911 338 1062 685">X Generat ed by the RRP for both the SPL and the IRP</td> <td data-bbox="1062 338 1219 685">X Reuse the time stamp generate d by the RRP</td> <td data-bbox="1219 338 1278 685">M</td> </tr> </table>	Time stamp Response (AT – 06)	Cre DtT m	ISO DateTi me	Non repudiable evidence of the time a Lookup response was initiated	X Generat ed by the RRP for both the SPL and the IRP	X Reuse the time stamp generate d by the RRP	M	CHAN
Time stamp Response (AT – 06)	Cre DtT m	ISO DateTi me	Non repudiable evidence of the time a Lookup response was initiated	X Generat ed by the RRP for both the SPL and the IRP	X Reuse the time stamp generate d by the RRP	M			
Annex 5 – 5.8.2	Inclusion of the following note: “in case an email address is optionally used as a proxy, Step 2 of the Polling Hierarchy does not always apply.” (CR#1)	CLAR							
Annex 5 – 5.8.2	Inclusion of “(or optionally email address)”(CR#1).	CHAN							
Annex 5 – 5.9.1	Inclusion of “(or optionally email address)”(CR#1).	CHAN							
Annex 5 – 5.9.3	Update of the following sentences (see bold text): <ul style="list-style-type: none"> - R1: “The integrity of the proxy (mobile phone number) shall be preserved in transit: since the time it is entered in the mobile device until the time it is polled by the SPL and received by the Participant RRP.” - R2/R8: Inclusion of “(or optionally email address)” (CR#1). - R9: “The mobile payment application of the IRP payer shall:” - R9: remove bullet “provide a mechanism to confirm to the payer that the payment has been executed” (CR#3). 	CLAR/ CHAN							
Annex 5 – 5.9.4	Updated paragraph (see bold text): <p>“This can be achieved by using HTTPS and TLS transport layer encryption as defined in chapter 3.1.1 ‘Security levels’ of the Mobile P2P Interoperability Framework Implementation Guidelines published by the Berlin Group. This provides a sufficient level of security and allows a lightweight implementation on the SPL site as well as on the IRP/RRP site. (CR#9)</p>	CHAN							
Annex 5 – 5.9.4.1	Removal of the following sentence: “However, for the proxy lookup, point-to-point encryption should be sufficient.” (CR#9)	CHAN							
Annex 5 – 5.9.4.1	Inclusion of reference to Risk Management Annex (see bold text): <p>“Encryption shall be performed on the transport layer via https using TLS 1.2 or higher versions of TLS (also see Annex 6 on Risk Management).”</p>	CLAR							



Section	Description	Type
Annex 5 – 5.9.4.1	The following sentence was removed: “Apart from encryption, the inherent security levels of both Web service methods are equal if best-practises of software implementation like parameter whitelisting are followed.”	CHAN
Annex 5 – 5.9.4.1	Updated sentence (see bold text): “In case of JSON encoding, proxy look-up (and the optional Reachability Check – see Annex 7) requests shall be sent via the http POST command” (CR#7)	CHAN
Annex 6	Inclusion of new annex related to Risk Management (including example of non-disclosure agreement).	CHAN
Annex 7	Inclusion of new annex related to the Reachability Check option (CR#7).	CHAN
Annex 8	Inclusion list of changes compared to version 1.0 of the SPL Scheme Rulebook.	CHAN