

Terms of Reference



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Terms of Reference Sepa Proxy Lookup Scheme Participants Group

(Approved by the Board on 23 November 2022)

1 Mission and Objective

The SEPA Proxy Lookup (SPL) Scheme Participant Group (hereafter the “Group”) shall, under the authority of the Board, be responsible for the scheme management of the SPL service until the creation of a dedicated governance body (SPL Scheme Management Board) by which it will be replaced.

The aim of the SPL service is to allow the exchange of the data necessary to initiate mobile payments between proxy-based mobile payment solutions on a pan-European level. It will facilitate interoperability between participating mobile payment solutions.

Initially the focus will be on (mobile) payments whereby the mobile telephone number will be used as a proxy to an IBAN. It is envisaged that the SPL scheme may evolve over time to support additional proxy types, account identifiers and business models.

2 Scope

The Group shall be responsible for performing the following functions of SPL Scheme Management:

- Maintenance and evolution of the SPL scheme rules;
- Management of the SPL scheme adherence process (including suspension or termination);
- Proposal of any extension of the scope of the SPL scheme, for final approval by the Board;
- Handling of disputes among scheme participants in relation to matters of alleged non-compliance with SPL scheme rules;
- Monitoring of the general quality level of the service rendered by the SPL service provider 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 Group can decide to setup subgroups for the elaboration of the agreed deliverables. The Group will designate the Chair and outline the mandate, scope and deliverables of the subgroups. The subgroups will report to the Group.

3 Deliverables

The Group will be responsible for the following deliverables:

- Maintenance and evolution of a set of rules for operating, joining and participating in the service.
- Maintenance and evolution of the SPL API specification in collaboration with the Berlin Group.
- Monitoring of the general quality level of the service rendered by the SPL service provider and its compliance with the scheme rules, based on SPL service users' feedback.
- Preparation of an annual work plan, budget and participant fees, for final approval by the EPC General Assembly.
- Reporting to the Board and submitting proposals for Board decision.

4 Composition

The Group will consist of a maximum of 30 members drawn from representatives of registered, committed or "interested" eligible scheme participants. 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 or indirectly, having as members PSPs, and being established in a country or territory included with the geographical scope of the SEPA Schemes; or
- is a legal entity providing technical or operational services to PSPs in the context of SEPA credit transfer and/or SEPA direct debit transactions including access to the SPL service, being established in a country or territory included with the geographical scope of the SEPA Schemes, and being designated by one or more of those PSPs to represent it (them) at the level of the scheme.

The composition of the Group 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 additions. Replacements of Group members during a mandate term are subject to NGC approval only. This rule does not apply to the role of Chair, the appointment of which as well as any subsequent changes during the mandate term require the endorsement of the Board. The composition of the Group will be well balanced in terms of geographic representation and types of institution represented.



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.

5 Organisation

The Group will meet physically or by telephone/web conference, according to the demands of its work programme. The Group shall organise a maximum of half of its plenary meetings as physical meetings and the remainder as virtual meetings. Hybrid meetings are to be excluded except when the Chair of the Group has reasonable reasons to organise a hybrid meeting.

Meetings may only be organised as physical meetings if the minimum committed attendance for confirming a physical meeting is reached (including alternates but), i.e. 60% of the members of the Group. The decision should be taken at the latest at the previous meeting.

When meetings are held as virtual meetings, the Group will use the existing tools and following the procedures as indicated by the Secretariat to ensure access security and to allow the Secretariat to draw a proper accurate attendance list.

Calls for Group 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 Group members within three weeks of the corresponding meeting.

Task Forces, Sub-Groups or Work Blocks established by the Group are subject to the same abovementioned requirements regarding the format of their meetings.

The Group 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.

In the event a vote has been conducted by the Group during a physical meeting where the attendance quorum was not reached and in order to meet the above-mentioned voting requirements, the Secretariat shall send the decision submitted to that vote to all members of the Group and request the members absent at that meeting to vote on it in writing within the following five business days.

6 Mandate

The Group will operate under these revised Terms of Reference from 7 March 2023.

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

The members of the Group 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.



7 Data Protection

Members of the Group should as a matter of principle refrain from processing any personal data accessed or obtained through their membership of the Group, unless and to the extent required to fulfil their normal EPC duties, as described in the present terms of reference or in any other relevant procedural or policy document (e.g. By-laws EPC148-19, Internal Rules EPC149-19).

This principle shall apply mutatis mutandis to any observers, guests or other third parties (partly) attending one or more meetings of the Group.

The EPC Data Protection and Privacy Policy (EPC024-18) provides further guidance in this context.