

One-Leg Out Instant Credit Transfer Scheme Rulebook

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0 Document Information

0.1 References

This section lists documents referred to in the Scheme. The convention used throughout is to provide the reference number only, in square brackets. Use of square brackets throughout is exclusively for this purpose.

	Document Number	Title	Issued by
[1]	EPC250-22	One-Leg Out Instant Credit Transfer Scheme Customer-to-PSP Implementation Guidelines	EPC
[2]	EPC251-22 EPC294-22	One-Leg Out Instant Credit Transfer Scheme Inter-PSP Implementation Guidelines for Incoming OCT Inst Transactions One-Leg Out Instant Credit Transfer Scheme Inter-PSP Implementation Guidelines for Outgoing OCT Inst Transactions	EPC
[3]	EPC409-09	EPC list of Countries included in the SEPA Schemes' Geographical Scope	EPC
[4]	EPC012-17	Guide to the Scheme Adherence Process	EPC
[5]	ISO 11649	Structured creditor references to remittance information	ISO
[6]	EPC237-22	Guidance on reason codes for One-Leg Out Instant Credit Transfer R-transactions	EPC
[7]		EACT Unstructured Remittance Standard ¹	EACT
[8]	EPC252-22	Maximum Amount for Instructions under the OCT Inst Scheme Rulebook	EPC

¹https://eact.eu/Core/Documents/Wordpress_Old/docs/EACT_Standard_for_Remittance_Info.pdf



0.1.1 Defined Terms

This Scheme refers to various defined terms which have a specific meaning in the context of this Scheme. In this Scheme, a defined term is indicated with a capital letter. A full list of defined terms can be found in Chapter 7 of the Scheme. The Scheme may refer to terms that are also used in the Payment Services Directive. The terms used in the Scheme may not in all cases correspond in meaning with the same or similar terms used in the Payment Services Directive.

The term 'PSP' applies only to entities established in and/or licensed to operate in a country or territory included in the SEPA Schemes' Geographical Scope (see [3]), and operating in the Euro Leg.

The term 'Financial Institution' ('FI' as abbreviation) applies to non-Euro Leg-Based institutions, i.e. institutions that operate in a country or territory outside the SEPA Schemes' Geographical Scope ([3]), or to institutions that are established and/or licensed in [3] but operate in the non-Euro Leg of the One-Leg Out (OLO) Instant Credit Transfer (OCT Inst) Instruction or Transaction concerned.

The term 'Payment Account' applies only to accounts held at a PSP. The term 'Account' applies only to accounts held at an FI.

0.2 Change History

Issue number	Dated	Reason for revision
2022 v0.1	17/01/2022	First version submitted under the document reference EPC 145-21 for 90 calendar days public consultation.
2023 v1.0	28/03/2023	First formal version of the OCT Inst Scheme Rulebook approved by the EPC Board on 07 March 2023
2023 v1.1	29/06/2023	Inclusion of a limited set of changes and/or clarifications resulting from the creation of the Customer-to-PSP and the Inter-PSP Implementation Guidelines related to the OCT Inst scheme rulebook.

0.3 Purpose of Document

This Scheme is a set of rules, practices and standards to achieve interoperability for the provision and operation of the Euro Leg of an international instant payment instrument agreed at Inter-PSP Level to support One-Leg Out (OLO) Instant Credit Transfer (OCT Inst) Transactions.

The objectives of the Scheme is:

- To be the primary source for the definition of the rules and obligations of the Scheme;
- To provide authoritative information to Participants, OCT Inst Processors and other relevant parties as to how the Scheme functions;
- To provide involved parties such as Participants, OCT Inst Processors, Clearing and Settlement Mechanisms ("CSMs"), and technology suppliers with relevant information to support development and operational activities.



0.4 About the EPC

The purpose of the EPC, as one representative of the European Payment Service Providers' sector, is to support and promote European payments integration and development, notably the Single Euro Payments Area ("SEPA").

The mission of the EPC is to contribute to safe, reliable, efficient, economically balanced and sustainable, convenient payments supporting an integrated European economy, its end-users' needs as well as its competitiveness and innovation goals:

- Through the development and management of pan-European payment and payment-related schemes and the formulation of positions and proposals on European payment issues;
- In constant dialogue with other stakeholders and regulators at European level; and
- Taking a strategic and holistic perspective.

The EPC offers one focal point and voice for the Payment Service Provider (PSP) sector on all European payment and payment-related issues, driven by a single vision.

The EPC shall, among other things, be responsible for the performance of functions relating to scheme management, as set out in the relevant governance documents. The EPC is the owner and manager of various payment and payment-related schemes.

0.5 Other Related Documents

The Scheme Rulebook is primarily focused on stating the business requirements and the Inter-PSP rules for the operation of the Euro Leg of an OCT Inst Transaction. In addition to the Scheme Rulebook there are a number of key documents which support the Scheme operationally.

0.5.1 OCT Inst Scheme Implementation Guidelines for the Euro Leg

The complete data requirements for the operation of the OCT Inst Scheme in the Euro Leg are classifiable according to the following data model layers:

- The business process layer in which the business rules and requirements are defined and the related data elements specified;
- The logical data layer which specifies the detailed datasets and attributes and their inter-relationships;
- The physical data layer which specifies the representation of data in electronic document formats and messages.

The Scheme Rulebook focuses on the business process layer and appropriate elements of the logical layer.

The Implementation Guidelines (IGs) related to the OCT Inst Scheme for the Euro Leg are available as two complementary documents:

- The guidelines regarding the Inter-PSP Space messages for the OCT Inst Scheme in the Euro Leg (OCT Inst Scheme Inter-PSP IGs);
- The guidelines regarding the Customer-to-PSP Space messages (OCT Inst Scheme Customer-to-PSP IGs) which each Euro Leg-Based Payer's PSP is obliged to support at the request of the Payer.



The OCT Inst Scheme Inter-PSP IGs (reference [2]) and the OCT Inst Scheme Customer-to-PSP IGs (reference [1]) which set out the rules for implementing the credit transfer ISO 20022 XML standards, constitute **binding** supplements to the Scheme Rulebook apart of the specifications for the dataset DS-12 “Positive Notification Message to the Payee” being a recommended dataset only in the OCT Inst Scheme Customer-to-PSP IGs.

Important specification to reference [1]: only when the Euro Leg-Based Payer’s PSP offers to its Payers an explicitly designed OCT Inst Instruction product supporting the service of accepting and processing electronically bundled Customer-to-PSP OCT Inst Instructions under this Scheme, the Euro Leg-Based Payer’s PSP is obliged to accept at least but not exclusively Customer-to-PSP OCT Inst Instructions which follow the specifications defined in [1] at the request of the Payer.

0.5.2 One-Leg Out Instant Credit Transfer Adherence Agreement

The Adherence Agreement, to be signed by Participants and OCT Inst Processors (jointly referred to as “Adherents”), is the document which binds Adherents to the terms of the Scheme. The text of the Adherence Agreement is available in ANNEX I. The Scheme and the Adherence Agreement entered into by Adherents together constitute a multilateral contract among Adherents and the EPC. The rules and procedures for applying to join the Scheme is set out in Chapter 5. In addition, a guidance document ([4]) is available.



1 Vision and Objectives

This chapter provides an introduction to the Scheme, setting out the background to the Scheme as well as its aims and objectives.

1.1 Vision

The Scheme provides a set of Inter-PSP Space rules, practices and standards to be complied with by Participants and OCT Inst Processors who adhere to the Scheme. It allows a PSP and an OCT Inst Processor in SEPA to enrich its international euro-denominated credit transfer offer.

The Scheme also provides a common basis on which Adherents can offer new and innovative services.

The Scheme makes use of open standards, which are expected to improve financial integration and act as a catalyst for a richer set of products and services.

1.2 Objectives

- International instant credit transfers in euro or in another currency may be processed in accordance with the conditions of this Scheme;
- The OCT Inst processing will be automated, based on the use of open standards and the best practices of straight through processing (“STP”) without manual intervention;
- To provide a framework for the removal of inhibitors and the harmonisation of standards and practices;
- To support the achievement of high standards of security, low risk and improved cost efficiency for all actors in the payments process;
- To allow the further development of a healthy and competitive market for payment services and to create conditions for the improvement of services provided to Payees and Payers.

1.3 Commercial Context for Users and Providers of Payment Services

This section provides the general context and background in which the Scheme exists and has been written from an end-to-end point of view.

- The demand for international instant payment services using an instant credit transfer arises from a Payer, who wishes to transfer² Funds Instantly for whatever reason to a Payee.
- The Payer wishes to transfer Instantly an amount denominated in euro or in another currency to the Payee. At least one part of the international instant credit transfer is processed in euro (i.e. the Euro Leg), the other part of the international instant credit transfer is processed in any possible currency (the non-Euro Leg).
- The currency of the Account/ Payment Account of the Payer and/or of the Payee may not be in euro.
- One of the two parties holds a Payment Account at a PSP established in and/or licensed to operate in a country or territory included in the SEPA Schemes’ geographical scope (see

² The credit transfer can be initiated directly (by the Payer) or indirectly (by a payment initiation service provider at the request of the Payer).



[3]), and operating in the Euro Leg of the One-Leg Out Instant Credit Transfer (OCT Inst) Instruction or Transaction concerned .

- The other party holds an Account at a Financial Institution (FI) which operates in a country or territory outside [3], or is established and/or licensed in [3] but operates in the non-Euro Leg of the One-Leg Out Instant Credit Transfer (OCT Inst) Instruction or Transaction concerned.
- For this requirement to transfer Funds to be satisfied, the non-Euro Leg Payer's FI holding the Account of the Payer/ the Euro Leg-Based Payer's PSP holding the Payment Account of the Payer must have the means necessary to remit the Funds to the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI holding the Payment Account/Account of the Payee and in the process be provided with the necessary information to accomplish the international instant credit transfer;
- Provided that the Payer has sufficient Funds or sufficient credit with which to execute the OCT Inst Instruction, provided that the Payer is acting within its authority and provided that the OCT Inst Instruction does not break any applicable legal, regulatory, or other requirements, including requirements established by the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP, the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP will then process the payment and advise the Payer accordingly;
- The means for making the international instant credit transfer will exist when the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI supports both the method and the rules for receiving the payment information as well as the method and the rules for receiving the payment value;
- Based on these means of international instant credit transfer, the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI will use the information received to credit the Payment Account/ Account of the Payee, Make the Funds Instantly Available for its use once value has been received and inform the Payee about what has been applied to its account.

1.4 Conceptual workflow of an OLO Instant Credit Transfer under this Scheme

This Scheme supports both incoming and outgoing OCT Inst Transactions from the perspective of a Payee and a Payer respectively holding a Payment Account held at a Euro Leg-Based Payee's PSP and at a Euro Leg-Based Payer's PSP, and any related Exception Handling and Inquiries.

The Scheme supports the following international instant credit transfer situations:

<u>Incoming OCT Inst Transaction</u>	<i>Starts in the non-Euro Leg</i>	<i>Ends in the Euro Leg</i>
	<i>Currency of the Funds to be transferred</i>	<i>Currency of the Funds to be transferred</i>
<i>From an Account held at a FI which operates outside the SEPA Schemes' Geographical Scope ([3])</i>	<i>In any possible currency (including in euro)</i>	<i>Only in euro</i>
<i>From a Payment Account held at a PSP established and/or licensed in [3]</i>	<i>In any possible currency except in euro*</i>	<i>Only in euro</i>



**If the preference of the Payer is to transfer funds in euro in this leg, then the Payer needs to use a euro payment instrument.*

<u>Outgoing OCT Inst Transaction</u>	<i>Starts in the Euro Leg</i>	<i>Ends in the non-Euro Leg</i>
	<i>Currency of the Funds to be transferred</i>	<i>Currency of the Funds to be transferred</i>
To an Account held at a FI which operates outside the SEPA Schemes' Geographical Scope ([3])	Only in euro.	In any possible currency (including in euro).
To a Payment Account held at a PSP established and/or licensed in [3]	Only in euro.	In any possible currency except in euro*.

**If the preference of the Payee is to receive funds in euro in this leg, then the Payer needs to use a euro payment instrument instead.*

The execution of an OCT Inst Transaction involves in general the services of a Euro Leg Entry PSP for incoming OCT Inst Transactions, and of a Euro Leg Exit PSP for outgoing OCT Inst Transactions. Both PSPs concerned are Participants of the Scheme. The Scheme further outlines in detail the role and the obligations of the Euro Leg Entry PSP and of the Euro Leg Exit PSP.

A Participant supporting the role of a Euro Leg Exit PSP, must always provide the Euro Leg-Based Payer's PSPs using its OCT Inst Euro Leg Exit services with an accurate overview of the reachability of non-Euro Leg Payee's FIs.

1.4.1 Incoming OLO Instant Credit Transfer

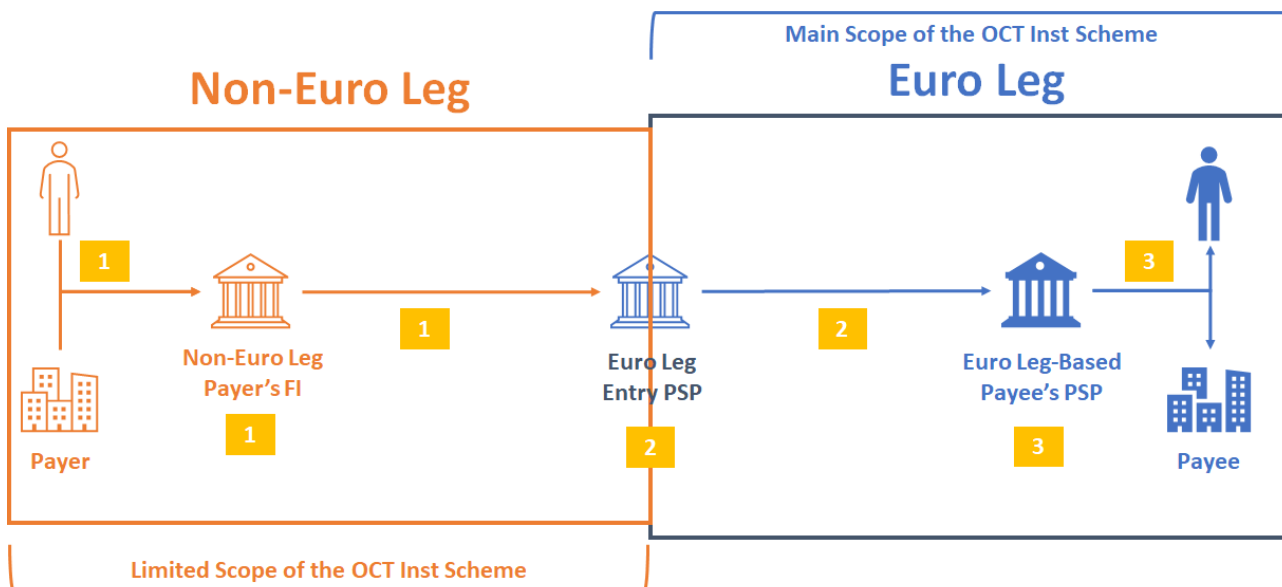


Figure 1 Incoming OCT Inst Overview

Workflow steps:

- **Step 1:** the Euro Leg Entry PSP receives an OCT Inst Transaction from the non-Euro Leg Payer's FI in accordance with the agreement between those two Actors.
- Prior to this step the following assumptions are made:



- The non-Euro Leg Payer's FI received an international instant payment instruction from the Payer (being either a private person or a legal entity) to Instantly transfer Funds in euro or in another currency to a Payment Account held by the Payee at a Euro Leg-Based Payee's PSP.
- The non-Euro Leg Payer's FI decided to submit this international payment instruction as an OCT Inst.
- The non-Euro Leg Payer's FI then executed all processing conditions and Funds availability checks. When these validation checks were successful, the non-Euro Leg Payer's FI debited the Payer's Account. Any possible Currency Conversion in this step followed the specifications set by the Payer itself or by the non-Euro Leg Payer's FI.
- The non-Euro Leg Payer's FI transferred the OCT Inst to the Euro Leg Entry PSP. The non-Euro Leg Payer's FI and the Euro Leg Entry PSP have a separate agreement in place on the Clearing and the Settlement for the OCT Inst Transaction. Such agreement is out of the scope of this Scheme. Any possible Currency Conversion in this step followed the specifications set in this agreement.
- **Step 2:** the Euro Leg Entry PSP receives and Instantly validates the incoming OCT Inst Transaction and if successful, Instantly passes on the euro amount of this OCT Inst Transaction through the Inter-PSP Space to the Euro Leg-Based Payee's PSP.
- **Step 3:** the Euro Leg-Based Payee's PSP receives and Instantly validates the OCT Inst Transaction for further internal processing and if successful, Instantly Makes the Funds Available on the Payee's Payment Account. The Funds Instantly Made Available may be in euro or in another currency depending on the currency of the Payment Account of the Payee. Any possible Currency Conversion in this step is out of scope of the Scheme.

1.4.2 Outgoing OLO Instant Credit Transfer

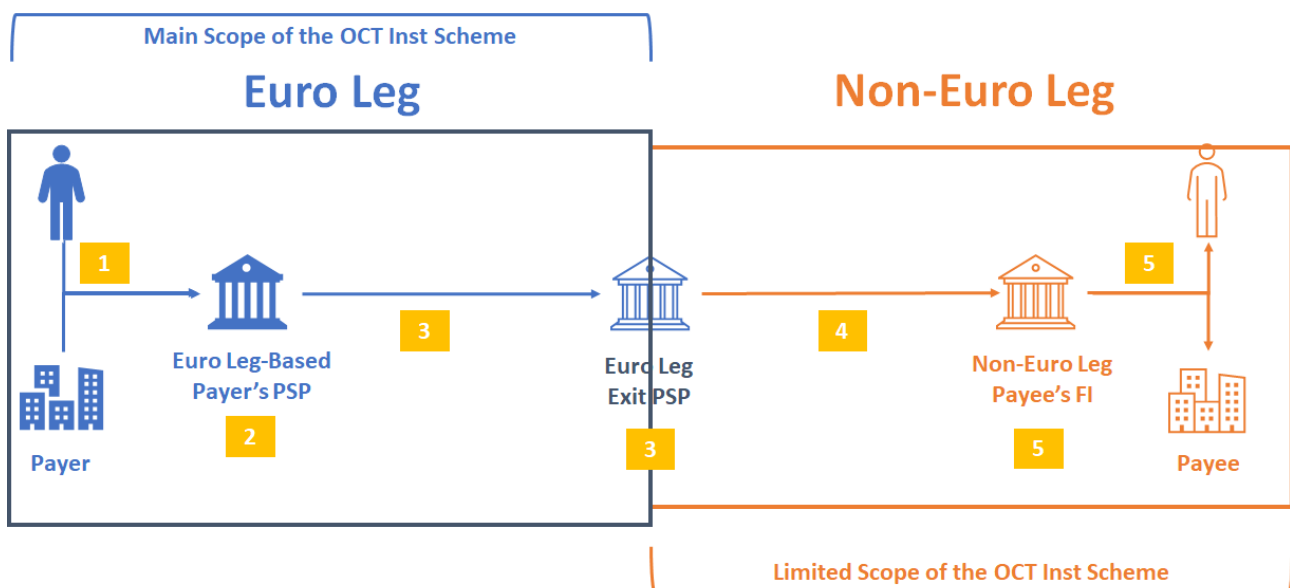


Figure 2 Outgoing OCT Inst Overview



Workflow steps:

- **Step 1:** the Euro Leg-Based Payer's PSP receives an international euro instant payment instruction from the Payer³ (being either a private person or a legal entity) to Instantly transfer Funds to the Payee at a non-Euro Leg Payee's FI.

- **Step 2:** the Euro Leg-Based Payer's PSP decides to submit this international instant payment instruction as an OCT Inst Transaction.

The Euro Leg-Based Payer's PSP then Instantly executes all processing conditions and Funds availability checks. When these validation checks are successful, the Euro Leg-Based Payer's PSP Instantly debits the Payer's Payment Account. If necessary, it makes a Currency Conversion into euro of the Funds to be Instantly transferred in case the Payer's Payment Account is not in euro.

- **Step 3:** the Euro Leg-Based Payer's PSP Instantly transfers the OCT Inst Transaction to the Euro Leg Exit PSP of its choice. The Euro Leg Exit PSP receives and Instantly validates the outgoing OCT Inst Transaction.

The Euro Leg-Based Payer's PSP and the Euro Leg Exit PSP have a separate agreement in place on the concrete processing conditions of the non-Euro Leg of the OCT Inst Transaction. Such agreement is out of scope of this Scheme.

The Steps 4 and 5 concern the non-Euro Leg of an OCT Inst Transaction. The descriptions of these two steps must be interpreted as assumptions only.

- **Step 4:** if the validation of the outgoing OCT Inst Transaction is successful, the Euro Leg Exit PSP Instantly transmits this OCT Inst Transaction to the non-Euro Leg Payee's FI according to the stipulations of an Instant Payment System (directly or indirectly) commonly used by both. The Clearing and the Settlement for the non-Euro Leg of the OCT Inst Transaction between the Euro Leg Exit PSP and the non-Euro Leg Payee's FI are out of scope of the Scheme.

Transmission to the non-Euro Leg Payee's FI is not necessarily in euro. It depends on the bilateral agreement between the Euro Leg Exit PSP and the non-Euro leg Payee's FI but any possible Currency Conversion in this step is out of scope of the Scheme.

- **Step 5:** in accordance with the stipulations of the Instant Payment System through which it received the payment, the non-Euro Leg Payee's FI receives and validates the OCT Inst Transaction for further internal processing and if successful, Instantly Makes the Funds Available on the Payee's Account. The Funds Instantly Made Available may be in euro or in another currency depending on the currency of the Account of the Payee. Any possible Currency Conversion in this step is out of scope of the Scheme.

1.5 Binding Nature of the Scheme

Becoming a Participant and/or an OCT Inst Processor (jointly referred to as "Adherents") in the Scheme involves signing the Adherence Agreement (see ANNEX I). By signing the Adherence Agreement which includes specifying the type(s) of OCT Inst Transaction and the role(s) under which they will support the Scheme, Adherents agree to respect the rules described in the Scheme Rulebook. The Scheme Rulebook describes the liabilities and responsibilities of each Adherent in the Scheme.

³ Directly or indirectly initiated in compliance with the Payment Services Directive (PSD)



Adherents are free to choose between operating processes themselves or using intermediaries or outsourcing (partially or completely) to third parties. However, outsourcing or the use of intermediaries does not relieve Adherents of the responsibilities defined in the Scheme Rulebook. The Rulebook covers the main aspects of the relationships between the Participants concerned (i.e. the Euro Leg-Based Payee's PSPs and Payer's PSPs, and the Euro Leg Entry PSPs and Exit PSPs), and between the OCT Inst Processor and the Euro leg PSPs using the OCT Inst Scheme-based services of the OCT Inst Processor. For the relationships between a Participant and its Payees and Payers, the Rulebook specifies the minimum requirements imposed by the Scheme.

1.6 Separation of the Scheme from Infrastructure

It is a key feature of the Scheme that it provides a single set of rules, practices and standards which are then operated by individual Participants, OCT Inst Processors and potentially multiple infrastructure providers. Infrastructure providers include CSMs of various types and the technology platforms and networks that support them. Infrastructure selection is left to the decisions of Adherents.

The result is that the OCT Inst Transactions are processed on a fully consistent basis by Infrastructure Providers chosen by individual Adherents as the most appropriate for their needs.

1.7 The Business Benefits of the Scheme

The Scheme provides many benefits for Payees and Payers in terms of functionality, cost efficiency, ease of use and STP. It also allows Adherents to meet their own mutually beneficial needs in terms of service and innovation.

The key expected benefits are summarised as follows:

For Participants using the Scheme as Euro Leg-Based Payee's PSP/Payer's PSP

- The Scheme allows Euro Leg PSPs to offer account-to-account based payment solutions supporting both incoming and outgoing OCT Inst Transactions. It gives them the possibility to offer their Payees and Payers a faster execution of such transactions, more up-front transparency on costs and on the parties involved in/concerned about, and a better payment status traceability (e.g., via Unique End-to-End Transaction Reference (UETR) and Inquiry use cases);
- The Scheme sets well defined processing timelines and steps for OCT Inst Transactions in the Euro Leg;
- The Scheme allows a more efficient and cost-effective processing, Clearing and Settlement of OCT Inst Transactions within the Euro Leg, through the use of the ISO 20022 XML messaging standard and of existing Intermediary PSPs and CSMs operating in the Euro Leg;
- It supports concepts, processes and attributes specified in SWIFT's CBPR+ and IP+ to facilitate the processing of OCT Inst Transactions based on better structured and richer data under the ISO 20022 XML messaging standard;
- Predictable and automated Exception Handling;
- Predictable and automated Inquiry processing for submitted Claims of Non-Receipt;
- Participants can select Euro Leg Exit PSPs of their preference which can present them with the most efficient and cost-effective routing and processing channels for OCT Inst Transactions in the non-Euro Leg;



- The Clearing and Settlement of OCT Inst Transactions in Euro Leg CSMs potentially simplify and improve the liquidity management for the Participants (e.g., via the offset between incoming and outgoing payment positions);
- The Scheme allows Euro Leg-Based PSPs to optimise the number of correspondent banking relationships;
- The Scheme is subject to a regular and transparent change management cycle to let it evolve according to changing market needs;
- The Scheme relies on a sound governance and legal structure.

For Participants using the Scheme as Euro Leg Entry PSP/Euro Leg Exit PSP

- Participants have the opportunity to develop new business models by offering OCT Inst Transaction services in the role of Euro Leg Entry PSP and/or Euro Leg Exit PSP for both Euro Leg-Based PSPs and non-Euro Leg FIs;
- Standardised way of processing the Euro leg of international instant credit transfers;
- Re-use of the existing SEPA instant credit transfer rails to process international instant transactions.

For OCT Inst Processors

- Possibility to extend their existing international and euro instant credit transfer processing or messaging system, infrastructure and/or arrangement to their (community of) Euro Leg-Based PSPs as an alternative for the Euro Leg-Based PSPs to handle incoming and/or outgoing international instant credit transfers;
- Standardised way of processing international instant credit transfers in the Euro Leg;
- Re-use of the existing SEPA instant credit transfer rails.

For Euro Leg-Based CSMs supporting the Participants

- With the support of the Scheme, CSMs can extend their service offerings to Euro Leg-Based PSPs;
- The separation of the Scheme from infrastructures permits the handling of OCT Inst Transactions by several CSMs;
- The CSMs may add features and services to the benefit of choice and competition, provided that the rules, practices and standards of the Scheme are fully met.

For Payers and Payees

In case the Participants offer specifically designed OCT Inst Transaction solutions based on this Scheme, the following benefits for the Payers and Payees may apply:

- Account-to-account based payment solutions supporting both incoming and outgoing international instant euro credit transfers;
- Possibility to receive or to make OCT Inst Transactions (subject to the existence of an instant payment infrastructure/scheme/ system in the non-Euro Leg jurisdiction of origin or destination);
- Maximum execution times are set for the Euro Leg of incoming and outgoing OCT Inst Transactions. This may lead to a more rapid accomplishment of such payments end-to-end (subject to the performance of the channel used in the non-Euro Leg jurisdiction the transaction is coming from/going to);



- Attributes are foreseen to provide better transparency of all parties involved in/concerned about the OCT Inst Transaction;
- The Scheme relies on open and commonly accepted standards and data elements which help to improve the initiation and reconciliation of OCT Inst Transactions on an STP basis;
- Support the possibility to send or to receive remittance data end-to-end on either a structured or an unstructured basis;
- The maximum amount set for OCT Inst Transactions can support a wide variety of payment use cases.

1.8 Common Legal Framework

The Participants (i.e. the Euro Leg-Based Payee's PSP, the Euro Leg Entry PSP, the Euro Leg-Based Payer's PSP and the Euro Leg Exit PSP) and OCT Inst Processors supporting the Scheme are subject to the applicable EU regulatory framework, if based in an EEA SEPA country, and to the applicable EU regulatory framework as extended to them by effect of adherence to the SEPA Geographical Scope, if based in a non-EEA SEPA country. The full list of SEPA countries and related regulatory requirements is available on the EPC's website.

Accordingly, it is a prerequisite for the use of the Scheme that the Payment Services Directive (PSD) (or provisions or binding practice substantially equivalent to those set out in Titles III and IV of the Payment Services Directive) is implemented or otherwise in force in the national law of the Participants' SEPA countries.

The further details as to the requirements for a common legal framework for this Scheme is spelled out in Chapter 5 of this Scheme.



2 Scope of the Scheme

2.1 Description of Scope of the Scheme

A One-Leg Out Instant Credit Transfer (OCT Inst) is a payment instrument for the execution of the Euro Leg of international instant credit transfer-based payment transactions between Accounts and Payment Accounts of Payees and Payers. Section 1.4 specifies the main categories of OCT Inst i.e. an incoming and an outgoing OCT Inst.

It is an instrument whereby an Instant processing of this credit transfer is requested. The Scheme sets the maximum execution timelines and deadlines for such instant payments and related Exception Handling exclusively for the Euro Leg, as well as the maximum transferable amount per OCT Inst. After the receipt of the OCT Inst, the Actor concerned Instantly processes the OCT Inst and/or Instantly Makes the Funds Available to the Payee.

The Scheme sets business and processing rules which apply only to the Euro Leg of OCT Inst Transactions.

OCT Inst Transactions are executed on behalf of a Payer holding an Account with a non-Euro Leg Payer's FI in favour of a Payee holding a Payment Account at a Euro Leg-Based Payee's PSP (i.e. an incoming OCT Inst). They are also executed on behalf of a Payer holding a Payment Account with a Euro Leg-Based Payer's PSP in favour of a Payee holding an Account at a non-Euro Leg Payee's FI (i.e. an outgoing OCT Inst).

The Euro Leg-Based Payee's PSP and Payer's PSP, the Euro Leg Entry PSP and the Euro Leg Exit PSP are established in and/or licensed to operate in a country or territory included in the SEPA Schemes' geographical scope (see reference [3]), and operate in the Euro Leg.

The OCT Inst Processor is established in a country or territory included within [3] and being designated as agent by one or more of Euro Leg PSPs to perform adherence duties at the level of the Scheme.

The non-Euro Leg Payer's FI and Payee's FI are institutions that operate outside [3], or that are established and/or licensed in [3] but operate in the non-Euro Leg of the OCT Inst concerned.

An OCT Inst is initiated from and credited on any Account/ Payment Account, irrespective of the currency of the Account/ Payment Account of the Payer and of the Payee concerned.

The Scheme encourages the processing of OCT Inst Transactions via ISO 20022 standard messages **end-to-end**. This allows an unaltered transmission of all data about the OCT Inst. As a minimum, the Euro Leg of the OCT Inst must always be based on ISO 20022.

When end-to-end processing based on ISO 20022 in the non-Euro Leg is not possible in case of incoming or outgoing OCT Inst Transactions:

- The Euro Leg Entry PSP for incoming OCT Inst Transactions is responsible to ensure all data as instructed by the Payer and received from the non-Euro Leg Payer's FI will be made available to the subsequent parties in the payment chain;
- The Euro Leg Exit PSP for outgoing OCT Inst Transactions is responsible to make the main data available to the subsequent parties in the payment chain depending on the format used.



The following key elements are included within the scope of the Scheme:

- A set of Inter-PSP Space rules, practices and standards for the execution of the Euro Leg of an OCT Inst Transaction by Participants in the Scheme and by OCT Inst Processors;
- Adherents to the Scheme are Participants and OCT Inst Processors who have agreed to subscribe to the Scheme;
- Electronic processing of transactions including the payment itself and Exception Handling. At the discretion of individual Participants, instructions and advices may be exchanged with Payees and Payers on a non-electronic basis. However, the Inter-PSP Space elements of the Scheme is always fully automated and electronic;
- The Scheme specifies a minimum set of data elements to be provided by the Payer.

2.2 Additional Optional Services

The Scheme recognises that individual Participants and communities of Participants and OCT Inst Processors can provide complementary services based on the Scheme to meet further specific expectations from Payment Service Users. These are described as Additional Optional Services (“AOS”).

The following two types of AOS are identified:

1. Additional Optional Services provided by PSPs to their Payment Service Users as value-added services which are nevertheless based on the core payment schemes. These AOS are purely a matter for PSPs and their Payment Service Users in the competitive space;
2. Additional Optional Services provided by local, national and pan-European communities of PSPs, such as the use of additional data elements in the ISO 20022 XML standards. Any community usage rules for the use of the core mandatory subset of the ISO 20022 XML standards should also be mentioned in this context, although they are not per se AOS. Other AOS may be defined, for example relating to community provided delivery channels for Payment Service Users.

Adherents may only offer AOS in accordance with the following principles:

1. All AOS must not compromise interoperability of the Scheme nor create barriers to competition. The Payment Scheme Management Board (“PSMB”) should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebook as part of its normal procedures, as set out in ANNEX II;
2. AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Scheme through the change management processes set out in ANNEX II;
3. There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 XML payment standards (including any community usage rules for the core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

These AOS are not further described in the Rulebook as they are to be generally considered as competitive offerings provided by individual Participants, communities of Participants and OCT Inst Processors and are therefore out of scope.



2.3 Currency

The Scheme supports the handling of One-Leg Out (OLO) instant credit transfers in any possible currency (including non-euro SEPA currencies) under the condition that at least one of the two legs of the OLO instant credit transfer concerned is denominated in euro.

The Payment Accounts of the Payee and of the Payer may be in euro or any other currency.

The Scheme does not set any specification about whether, how, where in the OCT Inst chain and by whom a Currency Conversion is done under the condition that all details about the initial credit transfer amount in that other currency and about the Currency Conversion operation itself must be made available in a fully transparent way to the Payer and the Payee concerned.

2.4 Value Limits

The maximum amount in euro per OCT Inst Instruction that can be processed in the Euro Leg under the Scheme is defined in document reference [8]. This amount can be revised in or outside the regular Scheme Rulebook release management cycle as defined in ANNEX II.

Any OCT Inst Instruction or Transaction having an amount higher than the maximum amount defined in [8], is rejected by the Participants unless otherwise agreed between individual Participants or communities of Participants while respecting the maximum euro amount stipulation in the SEPA End-Date Regulation.

2.4.1 Incoming OCT Inst

The Euro Leg-Based Payee's PSPs, who are Participants under the Scheme, are obliged to accept and process incoming OCT Inst Transactions up to and including the applicable maximum euro amount specified in [8].

Furthermore, the Euro Leg Entry PSP must inform the non-Euro Leg Payer's FI about the current applicable maximum euro amount and about any upcoming change to the concerned maximum euro amount well in advance.

The Euro Leg Entry PSP must inform the non-Euro Leg Payer's FI about any agreements between the Euro Leg Entry PSP and the Euro Leg-Based Payee's PSP to accept incoming OCT Inst Transactions with an amount higher than this maximum euro amount, and about any upcoming change to such agreements.

2.4.2 Outgoing OCT Inst

The Euro Leg Exit PSPs, who are Participants under the Scheme, are obliged to accept and process outgoing OCT Inst Transactions up to and including the applicable maximum euro amount specified in [8] subject to any agreement made with the Euro Leg-Based Payer's PSP on any lower maximum amount in the Euro Leg and/or to any maximum amount to be respected in the non-Euro Leg (see also section 5.8.2).

A lower value limit for outgoing OCT Inst Instructions may be applied by the Euro Leg-Based Payer's PSP to its products and services offered to its Payers that are founded on the Scheme according to its own risk management analysis and controls and based on the channels used to issue an OCT Inst Instruction by its Payers.



2.5 Reachability

2.5.1 Within the Euro Leg

Participants commit to support this Scheme in the role of at least a Euro Leg-Based Payee's PSP. This means that they accept to receive OCT Inst Transactions introduced in the Euro Leg by each Euro Leg Entry PSP, for further processing according to the internal policy of the Participant.

ANNEX III of the Rulebook covers risk management provisions in case a Euro Leg-Based Payee's PSP considers refusing OCT Inst Transactions from specific non-Euro Leg Payer's FIs.

They can also support this Scheme in the role of a Euro Leg-Based Payer's PSP, a Euro Leg Exit PSP and/or a Euro Leg Entry PSP.

2.5.2 Outside the Euro Leg

A Participant also supporting the role of a Euro Leg Exit PSP, must always provide the Euro Leg-Based Payer's PSPs using its OCT Inst Exit services with an accurate overview of the reachability of non-Euro Leg Payee's FIs.

2.6 Remittance Information

The Scheme allows the transport of the following set of remittance information:

- Structured remittance information of up to 140 characters;
- OR
- Unstructured remittance information of up to 140 characters.

This remittance field therefore enables automated reconciliation between receivables and payments by the Payee. It is recommended that Payees adopt the ISO Standard (reference [5]) for a 'structured creditor reference to the remittance information' (identified in the Scheme as 'structured creditor reference') as the preferred remittance data convention for identifying payment referring to a single invoice.

The remittance data supplied by the Payer in the OCT Inst Instruction must be forwarded in full and without alteration by the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP and any intermediary institution and CSM to the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI.

When the Payer provides a 'structured creditor reference' within an OCT Inst Instruction, it is recommended that the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP checks the correctness of the 'structured creditor reference' at the point of capture by the Payer.

The Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI must also deliver received remittance data in full and without alteration to the Payee.

2.7 Character Set

The character set for the Scheme is aligned with the usage guidelines from SWIFT's CBPR+ and IP+ for consistent use of ISO 20022 in cross-border payments. This avoids any conversion of data and any possible data loss from the non-Euro Leg to the Euro Leg, or vice-versa, of the OCT Inst.

2.8 Participation Fees for the Scheme

The EPC reserves the right to recover costs to manage the Scheme from the Participants. The policy of the EPC about fees related to the management of the Scheme will be decided from time to time by the EPC. These fees will be published in a timely manner on the EPC website.



3 Roles of the Actors under the Scheme

This chapter describes the roles of the actors in the Scheme.

3.1 Actors

The execution of an OCT Inst involves the following main Actors:

- **The Payer:** is a natural or legal person who provides the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP with an international instant credit transfer instruction which leads to an OCT Inst Transaction. The funds for such credit transfer are made available by means of a debit from a specified Account/ Payment Account of which the Payer is the account holder.
- **The non-Euro Leg Payer's FI:** receives the international instant credit transfer instruction from the Payer and makes the payment to the Euro Leg-Based Payee's PSP in favour of the Payee's Payment Account according to the information provided in the instruction.
- **The Euro Leg Entry PSP:** a Euro Leg-Based PSP introducing Instantly international instant credit transfers into the Euro Leg offering intermediary services to the Euro Leg-Based Payee's PSP. The Euro Leg Entry PSP must be a Participant of the Scheme.
- **The Euro Leg-Based Payee's PSP:** receives the OCT Inst Transaction coming from the non-Euro Leg Payer's FI and Makes the Funds Instantly Available on the Payment Account of the Payee, according to the information provided in the OCT Inst Transaction. The Euro Leg-Based Payee's PSP must be a Participant of the Scheme.
- **The Euro Leg-Based Payer's PSP:** receives the international instant credit transfer instruction from the Payer and makes the payment to the non-Euro Leg Payee's FI in favour of the Payee's Account according to the information provided in the instruction. The Euro Leg-Based Payer's PSP must be a Participant of the Scheme.
- **The Euro Leg Exit PSP:** a Euro Leg-Based PSP offering intermediary services for the non-Euro Leg of an outgoing OCT Inst Transaction to the Euro Leg-Based Payer's PSP. The Euro Leg Exit PSP ensures that the full content of the OCT Inst Transaction is made available to the non-Euro Leg Payee's FI. The Euro Leg Exit PSP must be a Participant of the Scheme.
- **The non-Euro Leg Payee's FI:** receives the OCT Inst Transaction coming from the Euro Leg-Based Payer's PSP and Makes the Funds Available on the Account of the Payee, according to the information provided in the OCT Inst Transaction.
- **The Payee:** a natural or legal person identified in the international instant credit transfer instruction whom the funds are sent to. The Payee maintains an Account/ Payment Account at the non-Euro Leg Payee's FI/ Euro Leg-Based Payee's PSP that will be credited with the amount of the OCT Inst Transaction.

The Euro Leg-Based Payee's PSP and Payer's PSP, the Euro Leg Entry PSP and the Euro Leg Exit PSP are responsible for meeting their obligations under the Scheme following adherence. This responsibility is irrespective of either the means or the parties by which these four parties choose to discharge those obligations and for which they remain responsible under the Scheme.

The operation of the Scheme also involves other parties indirectly:

- **Intermediary PSP(s) of the Euro Leg-Based Payee's PSP and/or Payer's PSP:** are other PSPs than the Euro Leg Exit PSP and the Euro Leg Entry PSP. These PSPs offer intermediary services in the Euro Leg to the Euro Leg-Based Payer's PSP and/or Payee's PSP, for example in cases where the latter are not themselves direct participants in a CSM.



- **Intermediary FI(s) of the non-Euro Leg Payer's FI and/or Payee's FI:** these FIs offer intermediary services in the non-Euro Leg to the Euro Leg Exit PSP, Euro Leg Entry PSP, non-Euro Leg Payer's FI and/or Payee's FI, for example in cases where the latter are not themselves direct participants in a CSM or payment infrastructure.
- **OCT Inst Processor:** is a legal entity established and/or under oversight to operate in a country or territory included in the SEPA Schemes' Geographical Scope ([3]). It offers OCT Inst Scheme-based services towards one or more Participants and formally adheres to the Scheme on behalf of the Participants using its services. The services concerned do not necessarily include OCT Inst clearing or settlement services. However, such entity may also operate in the capacity of a CSM in the Euro Leg. The OCT Inst Processor may also offer, either directly by itself or indirectly using other Actors, Euro Leg Entry PSP-related and/or Euro Leg Exit PSP-related services to Participants.
- **Clearing and Settlement Mechanism (CSM):** Such mechanisms could include the services of a Clearing and Settlement provider such as an automated clearing house or other mechanisms such as intra-PSP/intra-FI and intra-group arrangements, and bilateral or multilateral agreements between Participants or between non-Euro Leg FIs. The term CSM does not necessarily connote one entity. For example, it is possible that the Clearing function and the Settlement function are conducted by separate parties. Such mechanism may also operate in the capacity of an OCT Inst Processor in the Euro Leg.
- **Payment initiation service providers (PISP):** Euro Leg-Based Payers may make use of a PISP to initiate an international instant payment instruction which may lead to an OCT Inst Transaction.



3.2 The Contractual Model

The following figure gives an overview of the contractual relationships and interaction between the main Actors.

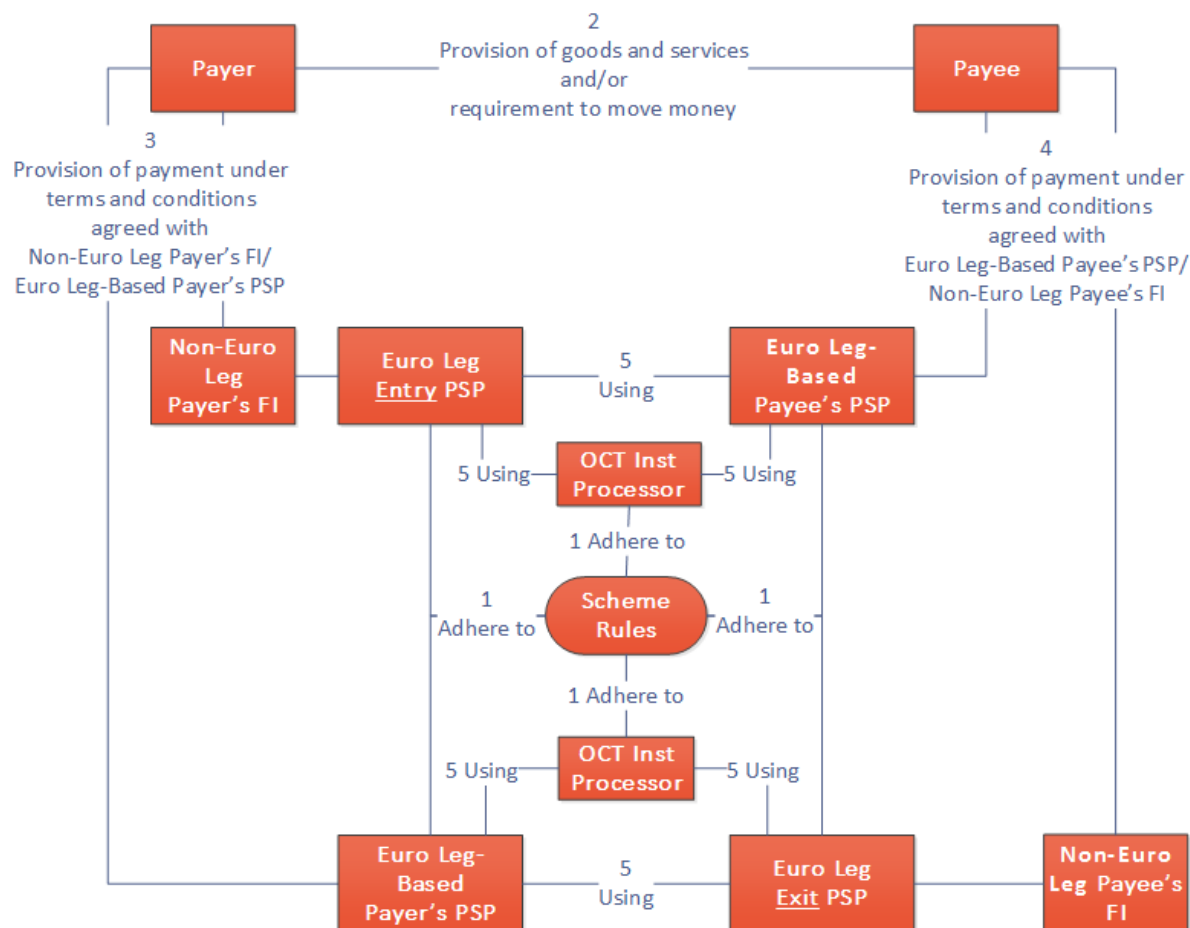


Figure 3: Contractual Model - Illustrative

The Actors are bound together by a number of relationships, identified in the figure above by numbers:

1. The multilateral contractual relationships underlying the Scheme to which all Participants are bound by means of an Adherence Agreement. Participants can adhere either via an individual Adherence Agreement or through an OCT Inst Processor, whose OCT Inst Scheme-based services a Participant may make use of, acting as agent for the purposes of Scheme adherence.
2. Between the Payer and the Payee regarding the provision of goods and services and/or the requirement to make a payment. This may or may not be reflected in a formal legal contract. This relationship is outside the remit of the Scheme.
3. Between the Payer and the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP concerning the payment and cash management products and services to be provided and their related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but should, as a minimum, cover elements relevant to the initiation and execution of the Euro Leg of the OCT Inst as required by the Scheme.
4. Between the Payee and the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI concerning the products and services to be provided and the related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but should, as a minimum, cover elements



relevant to the receipt and the execution of the Euro Leg of the OCT Inst as required by the Scheme.

5. As applicable, between the Euro Leg-Based Payer's PSP and the Euro Leg Exit PSP and between the Euro Leg Entry PSP and the Euro Leg-Based Payee's PSP, concerning the Terms and Conditions of the OCT Inst services delivered. Alternatively, relationships between these Euro Leg PSPs can be covered through the shared use of OCT Inst Scheme-based services provided by an OCT Inst Processor. Provisions for these relationships are not governed by the Scheme, but should, as a minimum, cover elements relevant to the execution of the Euro Leg of the OCT Inst.
6. As applicable, between the Euro Leg Entry PSP and the non-Euro Leg Payer's FI and between the Euro Leg Exit PSP and the non-Euro Leg Payee's FI concerning the Terms and Conditions of the OCT Inst services delivered. This relationship is not illustrated in Figure 3 above.

3.3 Clearing and Settlement Mechanisms

Clearing and Settlement Mechanism (CSMs) based in the Euro Leg are responsible to the Participants that use their services. As a matter of normal practice, these mechanisms:

- Receive transactions for Clearing from the Participant who participates in the relevant CSM;
- Clear and forward them to the Participant who participates in the relevant CSM, ensuring that all data intended by the Payer and by the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP to reach the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI and the Payee is forwarded in full and without alteration;
- Handle Exception Handling and Inquiries;
- Make arrangements such that Settlement can be achieved between the Participants;
- Provide any required risk management procedures and other related services.

3.4 Intermediary PSPs

If any Participant uses the services of an Intermediary PSP to perform any function in relation to an OCT Inst Transaction, this should:

- Be transparent to the Scheme and in no way affect or modify the obligations of the Participants;
- Be the subject of a separate bilateral agreement between the Intermediary PSP and that Participant using such services.

3.5 Governing laws

- The Scheme is governed by Belgian law;
- The Adherence Agreement is governed by Belgian law.

3.6 Relationship with Payees and Payers

In accordance with Chapter 5, Participants must ensure that their Terms and Conditions with Payees and Payers where applicable, are effective so as to enable Participants to comply with their obligations under the Scheme.



4 Business and Operational Model

This chapter describes the business and operational rules of the Scheme which must be observed by Participants and by other Actors as necessary such that the Scheme can function properly. It also describes the datasets used in the Scheme, and the specific data attributes within these datasets.

Datasets and attributes will be represented and transmitted using generally accepted, open, interoperable standards wherever accepted by the EPC (see section 0.5.1).

4.1 Naming Conventions

This section describes the naming conventions used in this chapter.

The descriptions are based on the concepts of Process, Process-step, Dataset and Attribute.

For facilitating the reading and the use of this Scheme, structured identification-numbers are used as follows:

- **Process-steps:** CT-xx-yy, where xx-yy is the unique sequence number in this Rulebook;
- **Datasets:** DS-xx, where xx represents the unique sequence number in this Rulebook;
- **Attributes:** AT-xxx, where xx represents the unique sequence number in this Rulebook.

4.2 Overview of the OLO Instant Credit Transfer Process & Time Cycle

This section describes the terms used to define the Execution Time Cycle. Section 4.3 below provides a more detailed explanation of the process.

4.2.1 Commencement of the Execution Time Cycle

The execution time for an OCT Inst shall commence either

- For incoming transactions: when the Euro Leg Entry PSP has determined that the OCT Inst (being a Transaction from the non-Euro Leg Payer's FI) meets the processing conditions of the Euro Leg Entry PSP and all mandatory attributes for further Instant handling in the Euro Leg.
- For outgoing transactions: when the Euro Leg-Based Payer's PSP has determined that the OCT Inst (being an Instruction from the Payer) meets the processing conditions of the Euro Leg-Based Payer's PSP and all mandatory attributes for further Instant handling in the Inter-PSP Space and in the non-Euro Leg.

This means that the Euro Leg Entry PSP/ the Euro Leg-Based Payer's PSP has received the OCT Inst Transaction/ Instruction and has applied Instantly all necessary checks to execute this Transaction/ Instruction.

When all necessary checks on the OCT Inst Transaction/ Instruction have been applied with success:

- The Euro Leg Entry PSP completes the process by putting a Euro Leg Time Stamp in the Transaction, Instantly sets aside the necessary cover and Instantly sends the Transaction through the Inter-PSP Space for further handling at the Euro Leg-Based Payee's PSP. Further details of this process are covered in section 4.2.3.1.
- The Euro Leg-Based Payer's PSP Instantly makes a Reservation of the Amount on the Payer's Payment Account and Instantly prepares an OCT Inst Transaction based on the Instruction. The Euro Leg-Based Payer's PSP completes this process by putting a Euro Leg



Time Stamp in the Transaction, Instantly sets aside the necessary cover and Instantly sends the Transaction through the Inter-PSP Space for further handling at the Euro Leg Exit PSP. Further details of this process are covered in section 4.2.3.2.

- The Euro Leg Time Stamp (see sections 4.2.3.1 and 4.2.3.2) marks the starting point in time of the Execution Time Cycle of the Euro Leg of the OCT Inst Transaction.

Similar execution time requirements and process apply to the OCT Inst Returns (see section 4.2.3.3).

The Execution Time Cycle may be interrupted, stopped or otherwise affected by the application of laws or other regulatory requirements.

The Euro Leg-Based Payer's PSP has the option to offer the Payer the possibility to submit an OCT Inst Instruction with a "Requested Execution Date and Time" corresponding to a future date and time for commencing the execution of such OCT Inst Instruction. The Payer will submit the OCT Inst Instruction to the Euro Leg-Based Payer's PSP in accordance with its Terms and Conditions with the Euro Leg-Based Payer's PSP.

In such cases, the agreed date and time will be deemed to be the relevant date and time for commencing the execution of the OCT Inst. This provision is to be construed in accordance with Article 78 (2) of the PSD.

The Euro Leg-Based Payer's PSP may allow the Payer to cancel the OCT Inst at any time prior to the Requested Execution Date and Time.

The Euro Leg-Based Payer's PSP shall only send the OCT Inst Instruction as a Transaction on the Requested Execution Date and Time to the Euro Leg Exit PSP.

4.2.2 Cut-off Times

The Euro Leg services based on the Scheme are available 24 hours a day and on all Calendar Days of the year. Consequently, there is no Cut-Off Time for the Euro Leg of an incoming or outgoing OCT Inst Transaction. Non-Euro Leg systems or schemes may well work with different operating hours implying Cut-Off Times to be respected by the Euro Leg Exit PSP.

4.2.3 Maximum Execution Time

4.2.3.1 Incoming OLO Instant Credit Transfer Transaction

A. Non-Euro Leg processing timespan for the Euro Leg Entry PSP

The Scheme recommends a timespan of 60 seconds for the Euro Leg Entry PSP to conduct all necessary actions after it has received the incoming OCT Inst Transaction from the non-Euro Leg Payer's FI before the Euro Leg Entry PSP rejects this OCT Inst Transaction or puts its Euro Leg Time Stamp. However, the Euro Leg Entry PSP and the non-Euro Leg Payer's FI can make another arrangement at what other (e.g., later) point in time in the non-Euro Leg, the Euro Leg Entry PSP is allowed to reject this OCT Inst.

B. Euro Leg Time Stamp

The Scheme specifies a dedicated Time Stamp attribute for the Euro Leg of an incoming OCT Inst Transaction (refer to attribute AT-T056). This specific Time Stamp is of relevance only for the Euro Leg Entry PSP, the other Actors in the Inter-PSP Space and the Euro Leg-Based Payee's PSP.



Upon receipt of the OCT Inst Transaction from the non-Euro Leg, latest after the processing timespan as described in point A above and in accordance with section 4.2.1, the Euro Leg Entry PSP Instantly puts a Euro Leg Time Stamp in the Transaction.

The Scheme foresees an optional attribute for a Time Stamp for the non-Euro Leg (AT-T057) of an incoming OCT Inst Transaction. The possible use of a Time Stamp attribute in the non-Euro Leg depends on the payment scheme or system used between the Euro Leg Entry PSP and each non-Euro Leg Payer's FI concerned.

C. Euro Leg settlement certainty

The Euro Leg Entry PSP Instantly sends the OCT Inst Transaction to the CSM of the Euro Leg Entry PSP. Via this message, the Euro Leg Entry PSP gives its CSM the authorization to reserve Funds on its account as cover for the OCT Inst Transaction. This provides upfront settlement certainty.

Outside the scope of the Scheme, the CSM of the Euro Leg Entry PSP Instantly reserves Funds from the Euro Leg Entry PSP as settlement cover for the OCT Inst Transaction. The CSM of the Euro Leg Entry PSP Instantly sends the OCT Inst Transaction to the CSM of the Euro Leg-Based Payee's PSP.

The CSM of the Euro Leg-Based Payee's PSP Instantly sends the OCT Inst Transaction to the Euro Leg-Based Payee's PSP. This action implies that the Euro Leg-Based Payee's PSP has settlement certainty for this OCT Inst Transaction in case it accepts the transaction for further processing.

D. Target Euro Leg maximum execution time

Latest at **10 seconds** after the Euro Leg Entry PSP has **put the Euro Leg Time Stamp** in accordance with section 4.2.1 to the incoming OCT Inst Transaction and has Instantly sent the OCT Inst Transaction to the Euro Leg-Based Payee's PSP, the Euro Leg Entry PSP must have **received** either the message that the Funds have been Made Available to the Payee by the Euro Leg-Based Payee's PSP (positive confirmation message), or the message that the OCT Inst Transaction has been rejected (negative confirmation message with the appropriate reason code).

The Euro Leg-Based Payee's PSP can only proceed with Instantly Making the Funds Available to the Payee if it has the **certainty** that the CSM of the Euro Leg-Based Payee's PSP operating in the Inter-PSP Space has **received** the positive confirmation message from the Euro Leg-Based Payee's PSP.

The Euro Leg-Based Payee's PSP obtains this certainty by receiving a technical acknowledgement from its CSM or through other technical arrangements between the Euro Leg-Based Payee's PSP and its CSM (e.g., a special designed message).

This action means that the Payee has Immediate use of the Funds subject to the Terms and Conditions governing the use of the Payment Account of the Payee.

If agreed with the Payee, the Euro Leg-Based Payee's PSP informs the Payee about the Funds Made Available to the Payee. The concrete content of such information is not within the scope of the Scheme although the Scheme foresees the dataset DS-12 (see section 4.5.12) being just a recommended dataset.

The Figure 4 below shows the process flow of an incoming OCT Inst Transaction.

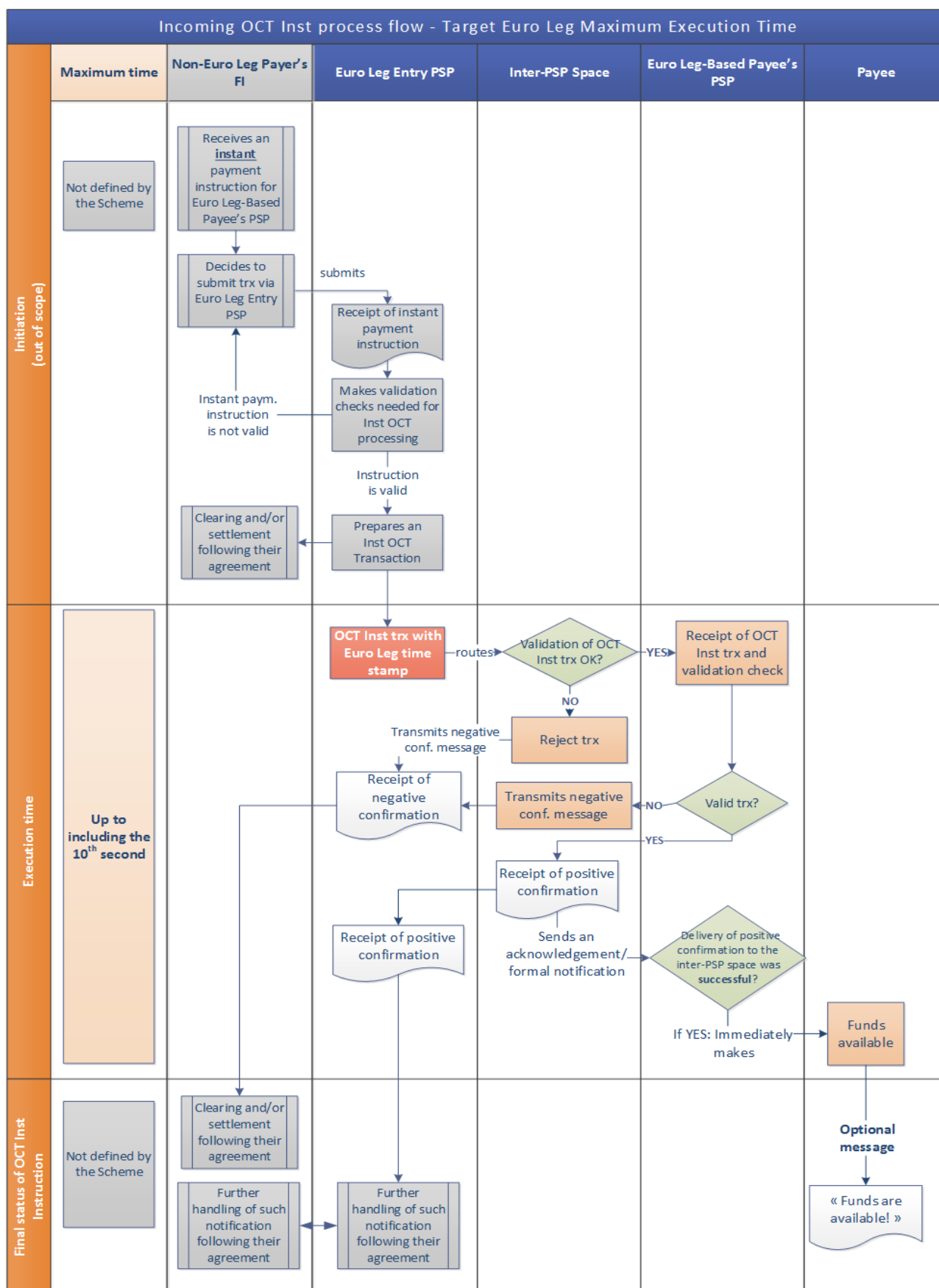


Figure 4 Incoming OCT Inst process flow - Target Euro Leg Maximum Execution Time



E. Euro Leg Time-out deadline

The Scheme nevertheless foresees a **hard time-out deadline** to cover exceptional processing situations. Within **20 seconds** after the Euro Leg Entry PSP has put the Euro Leg Time Stamp in accordance with section 4.2.1, the **CSM of the Euro Leg-Based Payee's PSP** operating in the Inter-PSP Space must have received either a positive or a negative confirmation message about the OCT Inst Transaction from the Euro Leg-Based Payee's PSP.

The Euro Leg time-out deadline based on which the OCT Inst Transaction is rejected, applies only to the parties below in the following specific cases:

- In the direction from the Euro Leg Entry PSP to the Euro Leg-Based Payee's PSP: any Actor in the Inter-PSP Space or the Euro Leg-Based Payee's PSP itself has received the initial OCT Inst Transaction **after** the Euro Leg time-out deadline or cannot reach the next Actor within the Euro Leg time-out deadline. The Actor concerned must reject Instantly the OCT Inst Transaction and Instantly send back a negative confirmation message with the reason 'Time-out'.
- The Euro Leg-Based Payee's PSP: when it has the certainty that its confirmation message **cannot reach or has not reached** the CSM of the Euro Leg-Based Payee's PSP within the 20 seconds after the Euro Leg Time Stamp, it shall not Make Funds Available to the Payee and Instantly sends a negative confirmation message with the appropriate reason code to its CSM.
- The CSM of the Euro Leg-Based Payee's PSP: when it has not received any confirmation message from the Euro Leg-Based Payee's PSP within the 20 seconds after the Euro Leg Time Stamp. This CSM Instantly rejects the OCT Inst Transaction by sending Instantly a negative confirmation message (via the dataset DS-03 see section 4.5.3) with the reason 'Time-out' to the (CSM of the) Euro Leg Entry PSP and to the Euro Leg-Based Payee's PSP.

The CSM of the Euro Leg Entry PSP or the Euro Leg Entry PSP itself **cannot** unilaterally cancel the OCT Inst Transaction **after the Euro Leg time-out deadline**. They need to wait for a confirmation message from the CSM of the Euro Leg-Based Payee's PSP or from the Euro Leg-Based Payee's PSP. At all times, The Euro Leg Entry PSP must maintain the settlement certainty of the initial OCT Inst Transaction unless it receives a negative confirmation message.

After the Euro Leg time-out deadline, the positive or negative confirmation message received or generated by the CSM of the Euro Leg-Based Payee's PSP then has to **reach** the Euro Leg Entry PSP within **5 seconds**, i.e. latest on the 25th second after the Euro Leg Entry PSP has put the Euro Leg Time Stamp in accordance with section 4.2.1.

The Figure 5 below shows the process flow of an incoming OCT Inst Transaction including the Euro Leg time-out deadline:

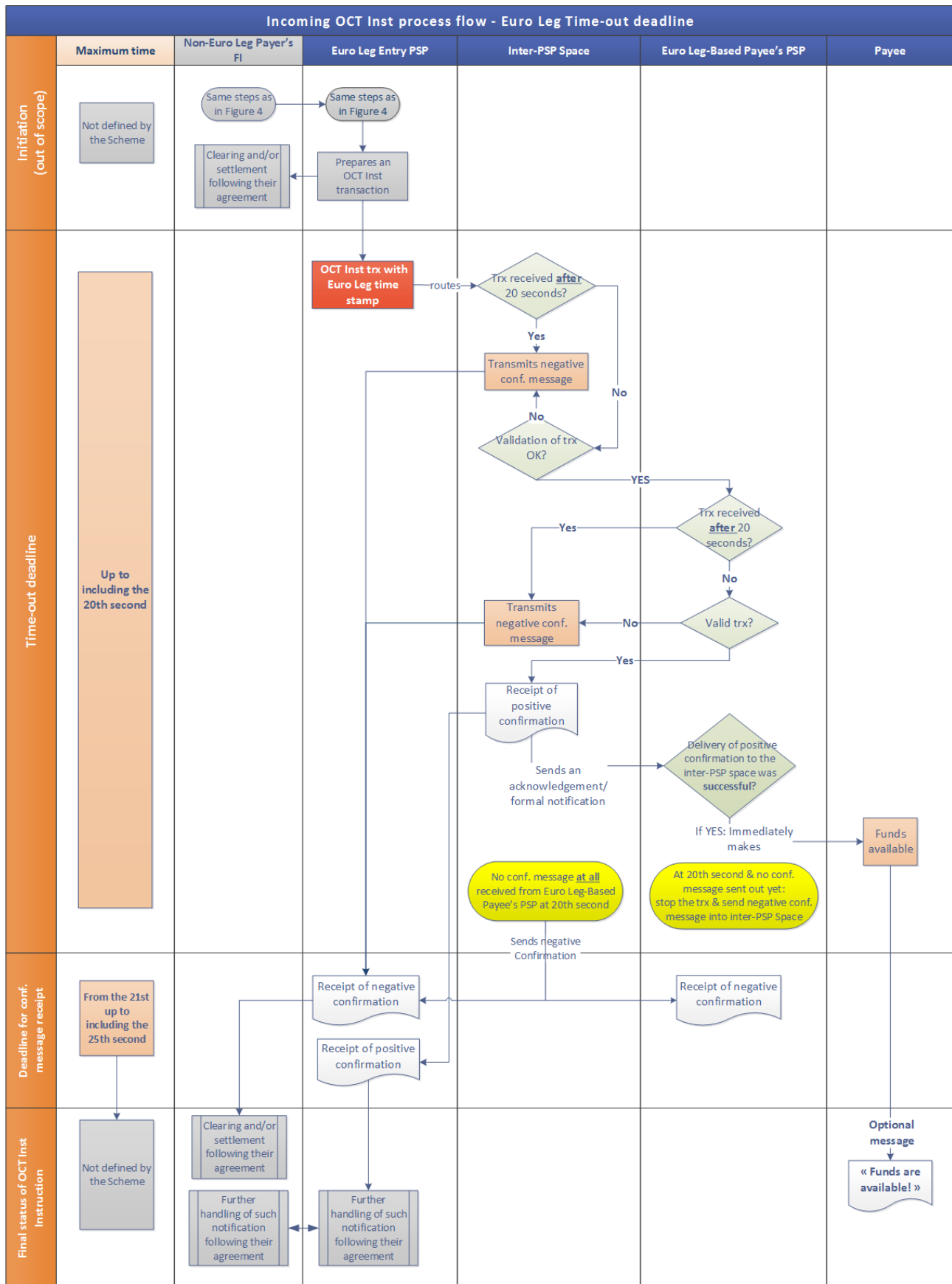


Figure 5 Incoming OCT Inst process flow - Euro Leg Time-Out Deadline



F. No Euro Leg confirmation message after Euro Leg Time-out deadline

The Euro Leg Entry PSP may be confronted with the exceptional situation that it still has not received a confirmation message after the Euro Leg time-out deadline described in point E of section 4.2.3.1.

The Euro Leg Entry PSP relies on the input from the CSMs of the Euro Leg Entry PSP and of the Euro Leg-Based Payee's PSP about the final status of the OCT Inst Transaction.

If the Euro Leg Entry PSP has not received a confirmation message at all about the initial OCT Inst Transaction after 25 seconds of the time marked by the Euro Leg Time Stamp, the Euro Leg Entry PSP can

- start the investigation procedure as defined in the Scheme right after the 25th second; or
- use other communication channels available to get clarity on the status of the OCT Inst Transaction; or
- wait for the confirmation message to arrive.

Until the moment the Euro Leg Entry PSP receives a confirmation message about the initial OCT Inst Transaction, it must maintain settlement certainty for this OCT Inst Transaction to the Euro Leg-Based Payee's PSP.

The Euro Leg Entry PSP cannot consider that the processing of the OCT Inst Transaction has failed until it has received a confirmation message reporting the failure of the OCT Inst Transaction.

Section 4.3.3 provides the Euro Leg Entry PSP with an option to start an investigation procedure in case the Euro Leg Entry PSP wishes to inquire about the actual status of the initial OCT Inst Transaction. The Scheme obliges the Euro Leg-Based Payee's PSP and the Actors in the Inter-PSP Space to **Instantly** process the investigation and to respond as soon as possible to this investigation (via the dataset DS-10 in section 4.5.10).

If the Euro Leg Entry PSP receives as a response a negative confirmation message regarding the OCT Inst Transaction, the Euro Leg Entry PSP rejects the OCT Inst Transaction and revokes the settlement certainty for this OCT Inst Transaction to the Euro Leg-Based Payee's PSP. Subject to an arrangement, it is obliged to report Instantly the OCT Inst Transaction failure to the non-Euro Leg Payer's FI with a reason.



4.2.3.2 Outgoing OLO Instant Credit Transfer Transaction

A. Euro Leg Time Stamp

To allow an accurate control of the maximum execution time by all Participants involved in the Euro Leg of an outgoing OCT Inst Transaction, the Euro Leg-Based Payer's PSP must add a Time Stamp in the outgoing OCT Inst Transaction (refer to attribute AT-T056) marking the start of the Execution Time Cycle.

Upon receipt of the OCT Inst Instruction and in accordance with section 4.2.1, the Euro Leg-Based Payer's PSP Instantly puts a Euro Leg Time Stamp in the resulting OCT Inst Transaction.

B. Euro Leg settlement certainty

The Euro Leg-Based Payer's PSP Instantly sends the OCT Inst Transaction to the CSM of the Euro Leg-Based Payer's PSP. Via this message, the Euro Leg-Based Payer's PSP gives its CSM the authorisation to reserve Funds on its account as cover for the outgoing OCT Inst Transaction. This provides upfront settlement certainty.

Outside the scope of the Scheme, the CSM of the Euro Leg-Based Payer's PSP Instantly reserves Funds from the Euro Leg-Based Payer's PSP as settlement cover for the OCT Inst Transaction. The CSM of the Euro Leg-Based Payer's PSP Instantly sends the OCT Inst Transaction to the CSM of the Euro Leg Exit PSP.

The CSM of the Euro Leg Exit PSP Instantly sends the OCT Inst Transaction to the Euro Leg Exit PSP. This action implies that the Euro Leg Exit PSP has settlement certainty for this OCT Inst Transaction in case the Euro Leg Exit PSP accepts the transaction for further processing.

C. Target Euro Leg maximum execution time

Latest at **10 seconds** after the Euro Leg-Based Payer's PSP has **put the Euro Leg Time Stamp** in accordance with section 4.2.1 to the OCT Inst Transaction and Instantly sent the OCT Inst Transaction to the next Actor involved in the Euro Leg, the Euro Leg-Based Payer's PSP must have **received at least one** of the messages below:

- **Scenario 1:** the Euro Leg Exit PSP is not in a position to forward the payment in the non-Euro Leg.

The CSM of the Euro Leg Exit PSP has received a negative confirmation message from the Euro Leg Exit PSP indicating that the latter is not able to forward the OCT Inst Transaction into the non-Euro Leg.

The CSM of the Euro Leg Exit PSP Instantly passes on this negative confirmation to the Euro Leg-Based Payer's PSP.

The Euro Leg-Based Payer's PSP must inform the Payer Immediately that its OCT Inst Instruction has been rejected or as soon as practicable (e.g., in case the Payer had submitted at an earlier point in time the OCT Inst Instruction bearing a future Requested Execution Date), and provide the Payer with a reason.

The Euro Leg-Based Payer's PSP Immediately cancels the Reservation of the Amount on the Payer's Payment Account or where appropriate Immediately re-credits the Payer's Payment Account for the already debited amount, and makes the appropriate details available to the Payer based on the information received in the dataset DS-03 (see section 4.5.3).

- **Scenario 2:** the Euro Leg Exit PSP is in a position to forward the payment in the non-Euro Leg.



The CSM of the Euro Leg Exit PSP has received a positive confirmation message from the Euro Leg Exit PSP (dataset DS-03 in section 4.5.3) indicating that the latter has received and is able to forward the OCT Inst Transaction into the non-Euro Leg.

The CSM of the Euro Leg Exit PSP Instantly passes on this positive confirmation to the Euro Leg-Based Payer's PSP. This triggers the settlement of the Euro Leg, i.e. the Euro Leg Exit PSP receives the funds. These funds serve as cover for the non-Euro Leg.

The Euro Leg Exit PSP can only proceed further with the OCT Inst Transaction if it has the **certainty** that the CSM of the Euro Leg Exit PSP operating in the Inter-PSP Space has **received** the Scenario 2 message from the Euro Leg Exit PSP.

The Euro Leg Exit PSP obtains this certainty by receiving a technical acknowledgement from its CSM or through other technical arrangements between the Euro Leg Exit PSP and its CSM (e.g., a special designed message).

The Euro Leg Exit PSP and the Euro Leg-Based Payer's PSP can agree to use an arrangement of their preference to inform the Euro Leg-Based Payer's PSP about the payment status in the non-Euro Leg (*illustrated in Figure 8 in section 4.2.3.3*).

If agreed with the Payer, the Euro Leg-Based Payer's PSP informs the Payer about the occurrence of a Scenario 2 and/or when the Euro Leg-Based Payer's PSP is informed that the Funds have been Made Available to the Payee. The concrete content of such information is not within the scope of the Scheme.

The execution of the OCT Inst Transaction between the Euro Leg Exit PSP and non-Euro Leg Payee's FI is out of scope of the Scheme.

D. Non-Euro Leg processing timespan for the Euro Leg Exit PSP

The Scheme recommends a timespan of 60 seconds for the Euro Leg Exit PSP to conduct all necessary actions after it has received the outgoing OCT Inst Transaction from the Euro Leg-Based Payer's PSP before the Euro Leg Exit PSP returns this OCT Inst Transaction or transfers it further to the non-Euro Leg Payee's FI. However, the Euro Leg Exit PSP and the non-Euro Leg Payee's FI can make another arrangement at what other (e.g., later) point in time in the non-Euro Leg, the Euro Leg Exit PSP is allowed to return this OCT Inst Transaction.

The Figure 6 below shows the process flow of an outgoing OCT Inst Transaction.

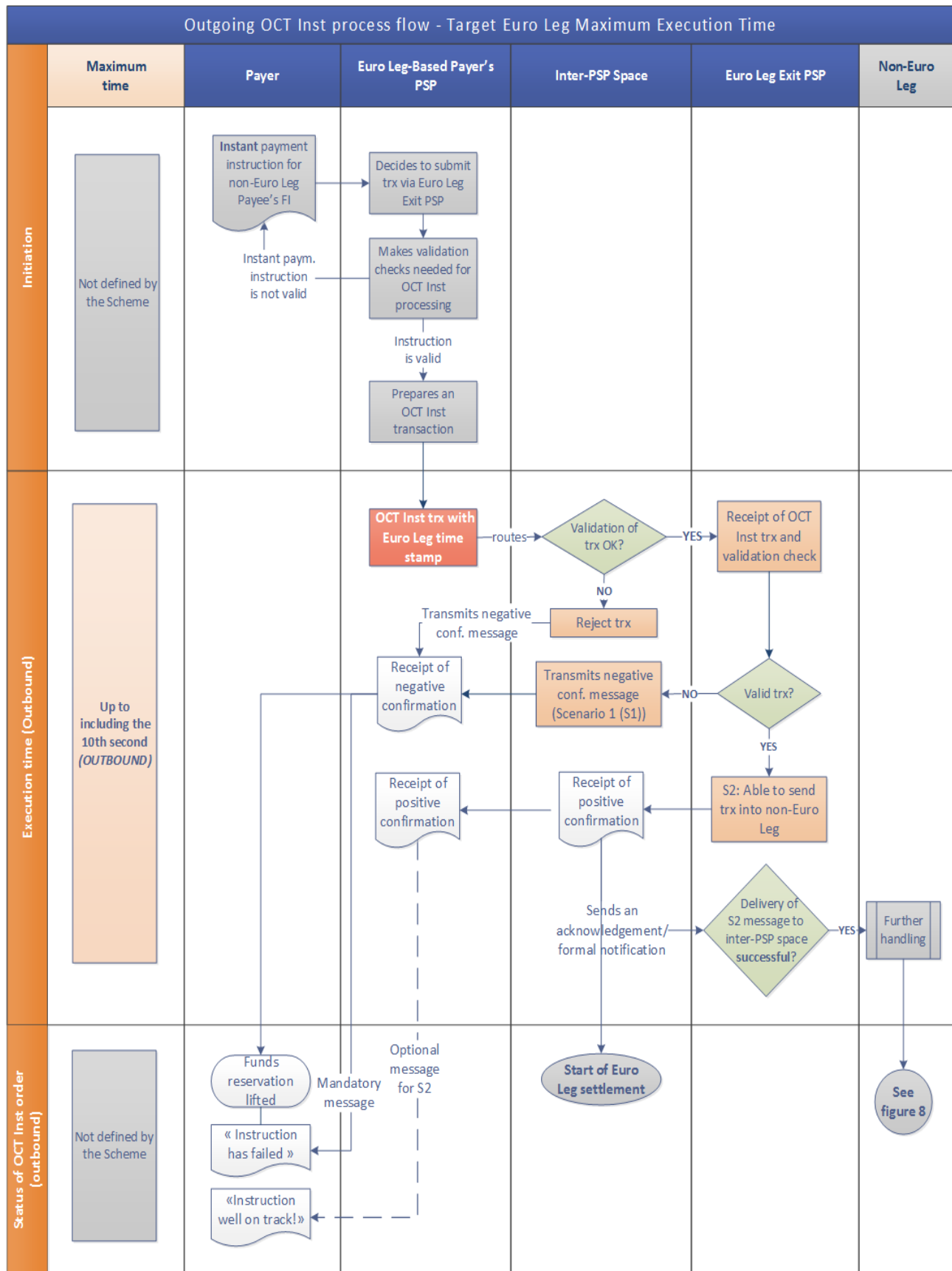


Figure 6 Outgoing OCT Inst process flow - Target Euro Leg Maximum Execution Time



E. Euro Leg Time-out deadline

The Scheme nevertheless foresees a **hard time-out deadline** to cover exceptional processing situations. Within **20 seconds** after the Euro Leg-Based Payer's PSP has put the Euro Leg Time Stamp in accordance with section 4.2.1, the **CSM of the Euro Leg Exit PSP** operating in the Inter-PSP Space must have received a confirmation from the Euro Leg Exit PSP whether the latter is in a position to forward the payment in the non-Euro Leg or not (i.e. Scenario 1 or 2 under 4.2.3.2 section C).

The Euro Leg time-out deadline based on which the OCT Inst Transaction is rejected, applies only to the parties below in the following specific cases:

- In the direction from the Euro Leg-Based Payer's PSP to the Euro Leg Exit PSP: any Actor in the Inter-PSP Space or the Euro Leg Exit PSP itself has received the **initial** OCT Inst Transaction **after** the Euro Leg time-out deadline, or any Actor in the Inter-PSP Space cannot reach the next party within the Euro Leg time-out deadline.
The Actor concerned must reject Instantly the OCT Inst Transaction and Instantly send back a negative confirmation message with the reason 'Time-out'.
- The Euro Leg Exit PSP: when it has the certainty that a Scenario 2 confirmation message **cannot reach or has not reached** the CSM of the Euro Leg Exit PSP within the 20 seconds after the Euro Leg Time Stamp, it Instantly sends a negative confirmation message with the appropriate reason code to its CSM.
- The CSM of the Euro Leg Exit PSP: when it has not received a Scenario 1 or Scenario 2 confirmation message from the Euro Leg Exit PSP within the 20 seconds after the Euro Leg Time Stamp, it Instantly rejects the OCT Inst Transaction by sending Instantly a negative confirmation message (via the dataset DS-03) with the reason 'Time-out' to the (CSM of the) Euro Leg-Based Payer's PSP and to the Euro Leg Exit PSP.

The CSM of the Euro Leg-Based Payer's PSP or the Euro Leg-Based Payer's PSP itself **cannot** unilaterally reject the OCT Inst Transaction **after the Euro Leg time-out deadline**. They need to wait for a Scenario 1 or Scenario 2 confirmation message from the CSM of the Euro Leg Exit PSP or from the Euro Leg Exit PSP itself. At all times, The Euro Leg-Based Payer's PSP must maintain the settlement certainty of the initial OCT Inst Transaction unless it receives a negative confirmation message.

After the Euro Leg time-out deadline, the Scenario 1 or Scenario 2 confirmation message received or generated by the CSM of the Euro Leg Exit PSP then has to **reach** the Euro Leg-Based Payer's PSP within **5 seconds**, i.e. latest on the 25th second after the Euro Leg-Based Payer's PSP has put the Euro Leg Time Stamp in accordance with section 4.2.1.

The Figure 7 below shows the process flow of an outgoing OCT Inst Transaction including the Euro Leg time-out deadline:

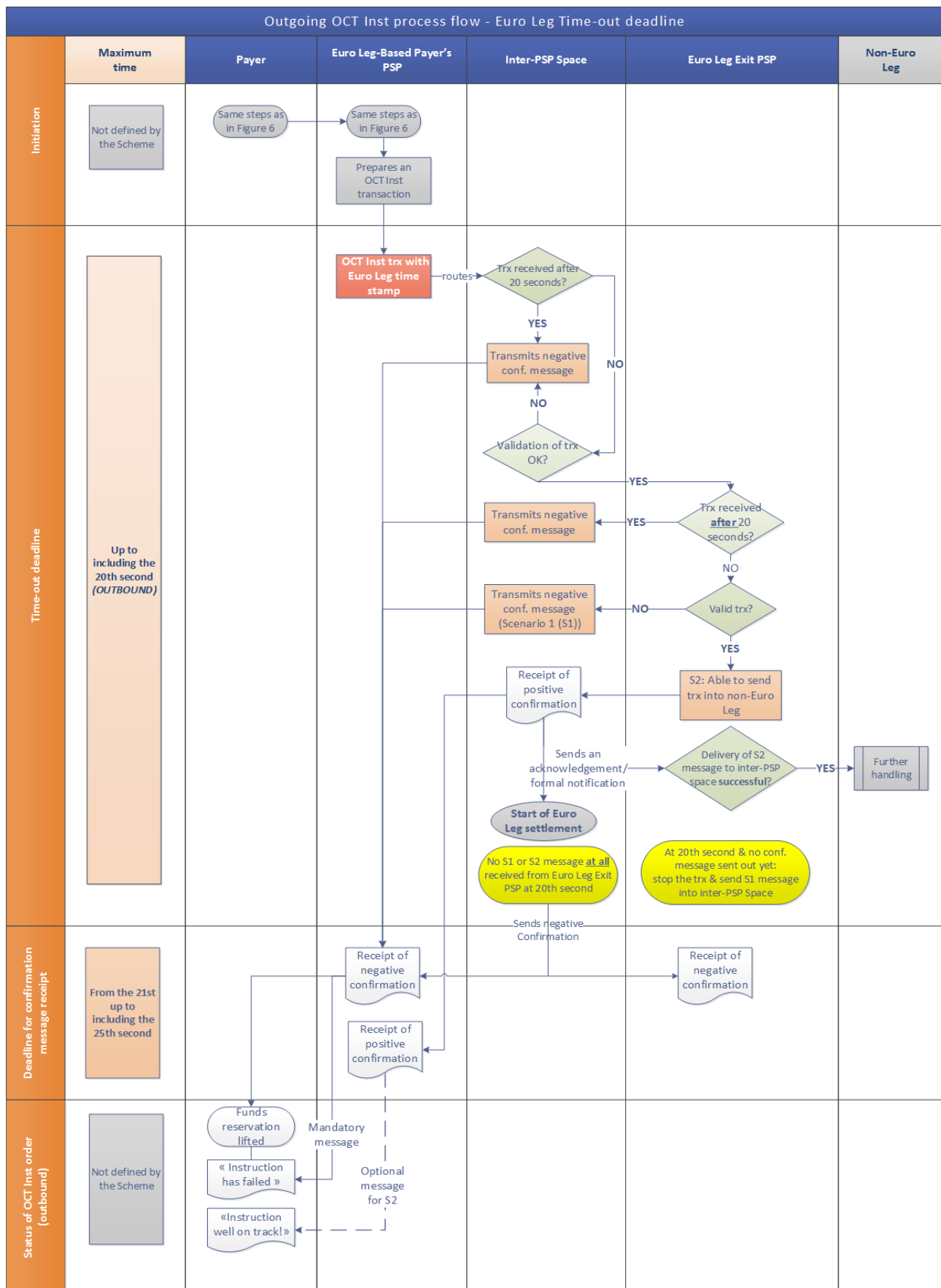


Figure 7 Outgoing OCT Inst process flow – Euro Leg Time-Out Deadline

**F. No Euro Leg confirmation message after Euro Leg time-out deadline**

The Euro Leg-Based Payer's PSP may be confronted with the exceptional situation that it still has not received any confirmation message after the Euro Leg time-out deadline described in point E of section 4.2.3.2.

The Euro Leg-Based Payer's PSP relies on the input from the CSMs of the Euro Leg Exit PSP and of the Euro Leg-Based Payer's PSP about the final status of the outgoing OCT Inst Transaction.

If the Euro Leg-Based Payer's PSP has not received a confirmation message at all about the initial OCT Inst Transaction after 25 seconds of the time marked by the Euro Leg Time Stamp, the Euro Leg-Based Payer's PSP can

- start the investigation procedure as defined in the Scheme right after the 25th second; or
- use other communication channels available to get clarity on the status of the OCT Inst Transaction; or
- wait for the confirmation message to arrive.

Until the moment the Euro Leg-Based Payer's PSP receives a confirmation message about the initial OCT Inst Transaction, it must maintain the Reservation of the Amount of the OCT Inst Transaction on the specified Payment Account of the Payer and must maintain settlement certainty for this OCT Inst Transaction to the Euro Leg Exit PSP.

The Euro Leg-Based Payer's PSP cannot consider that the processing of the OCT Inst Transaction has failed until it has received a confirmation message reporting the failure of the OCT Inst Transaction.

Section 4.3.3 provides the Euro Leg-Based Payer's PSP with an option to start an investigation procedure in case the Euro Leg-Based Payer's PSP wishes to inquire about the actual status of the initial OCT Inst Transaction. The Scheme obliges the Euro Leg Exit PSP and any other Actor in the Euro Leg to Instantly process the investigation and to respond as soon as possible to this investigation (via the dataset DS-10).

If the Euro Leg-Based Payer's PSP receives as a response a negative confirmation message regarding the OCT Inst Transaction, the Euro Leg-Based Payer's PSP rejects the OCT Inst Transaction towards the Payer and revokes the Reservation of the Amount on the Payment Account of the Payer and the settlement certainty for the Euro Leg Exit PSP. It is obliged to report Instantly the OCT Inst Transaction failure to the Payer with a reason.



4.2.3.3 OCT Inst Return

In addition to the Scenarios 1 and 2 as described under point C in section 4.2.3.2, the Euro Leg Exit PSP may be faced with a **Scenario 3** situation for an outgoing OCT Inst Transaction whereby:

- its sending out of the OCT Inst Transaction into the non-Euro Leg failed, or
- it is informed (e.g., through a reject or a return) that the non-Euro Leg Payee's FI is unable to execute the transaction, or
- after the time-out, if any, of the instant payment service of the non-Euro Leg, it did not receive the expected positive confirmation.

The Euro Leg-Based Payer's PSP must then receive an **OCT Inst Return** from the Euro Leg Exit PSP which is confronted with a Scenario 3 situation.

Each Actor in the Inter-PSP Space receiving the OCT Inst Return from the Euro Leg Exit PSP must send the concerned OCT Inst Return Instantly to the following Actor in the Inter-PSP Space, or to the Euro Leg-Based Payer's PSP concerned.

The Euro Leg-Based Payer's PSP must Immediately cancel the Reservation of the Amount on the Payer's Payment Account or where appropriate must Immediately re-credit the Payer's Payment Account of the already debited amount.

Furthermore, in consideration of international payment practices, a Payee in the non-Euro Leg who wishes to return Funds already credited on its Account back to the Payer in the Euro Leg, may be able to initiate a return rather than having to initiate a new international credit transfer.

A. Non-Euro Leg processing timespan for the Euro Leg Exit PSP for the OCT Inst Return

The Scheme recommends that in case the send-out into the non-Euro Leg failed, the Return should be made in the shortest time possible after the Euro Leg Exit PSP received the Euro Leg of the outgoing OCT Inst Transaction.

Similarly, in case the Euro Leg Exit PSP receives a return from the non-Euro Leg, the Scheme recommends that the Return should be processed in the shortest time possible.

The Scheme recommends a timespan of 60 seconds for the Euro Leg Exit PSP to conduct all necessary actions after it has received from the non-Euro Leg Payee's FI the non-Euro Leg reject/return or no confirmation at all.

B. OCT Inst Return settlement

The Euro Leg Exit PSP Instantly sends the OCT Inst Return to its CSM to (re-)credit the Euro Leg-Based Payer's PSP. Via this message, the Euro Leg Exit PSP gives its CSM the authorization to Instantly credit the Euro Leg-Based Payer's PSP.

Outside the scope of the Scheme, the CSM of the Euro Leg Exit PSP Instantly debits the Euro Leg Exit PSP and Instantly sends the OCT Inst Return to the CSM of the Euro Leg-Based Payer's PSP.

The CSM of the Euro Leg-Based Payer's PSP Instantly sends the OCT Inst Return to the Euro Leg-Based Payer's PSP and Instantly credits the Euro Leg-Based Payer's PSP.

C. Feedback to the Payer

The Euro Leg-Based Payer's PSP must inform Instantly the Payer about the OCT Inst Return or as soon as practicable (e.g., in case the Payer had submitted at an earlier point in time the OCT Inst Instruction bearing a future Requested Execution Date) and provide the Payer with a reason.

Where appropriate, the Euro Leg-Based Payer's PSP Immediately cancels the Reservation of the Amount on the Payer's Payment Account or where appropriate Immediately re-credits the Payer's



Payment Account of the already debited amount, and makes the appropriate details available to the Payer based on the information received in the dataset DS-04 (see section 4.5.4).

The Figure 8 below shows the process flow of an OCT Inst Return.

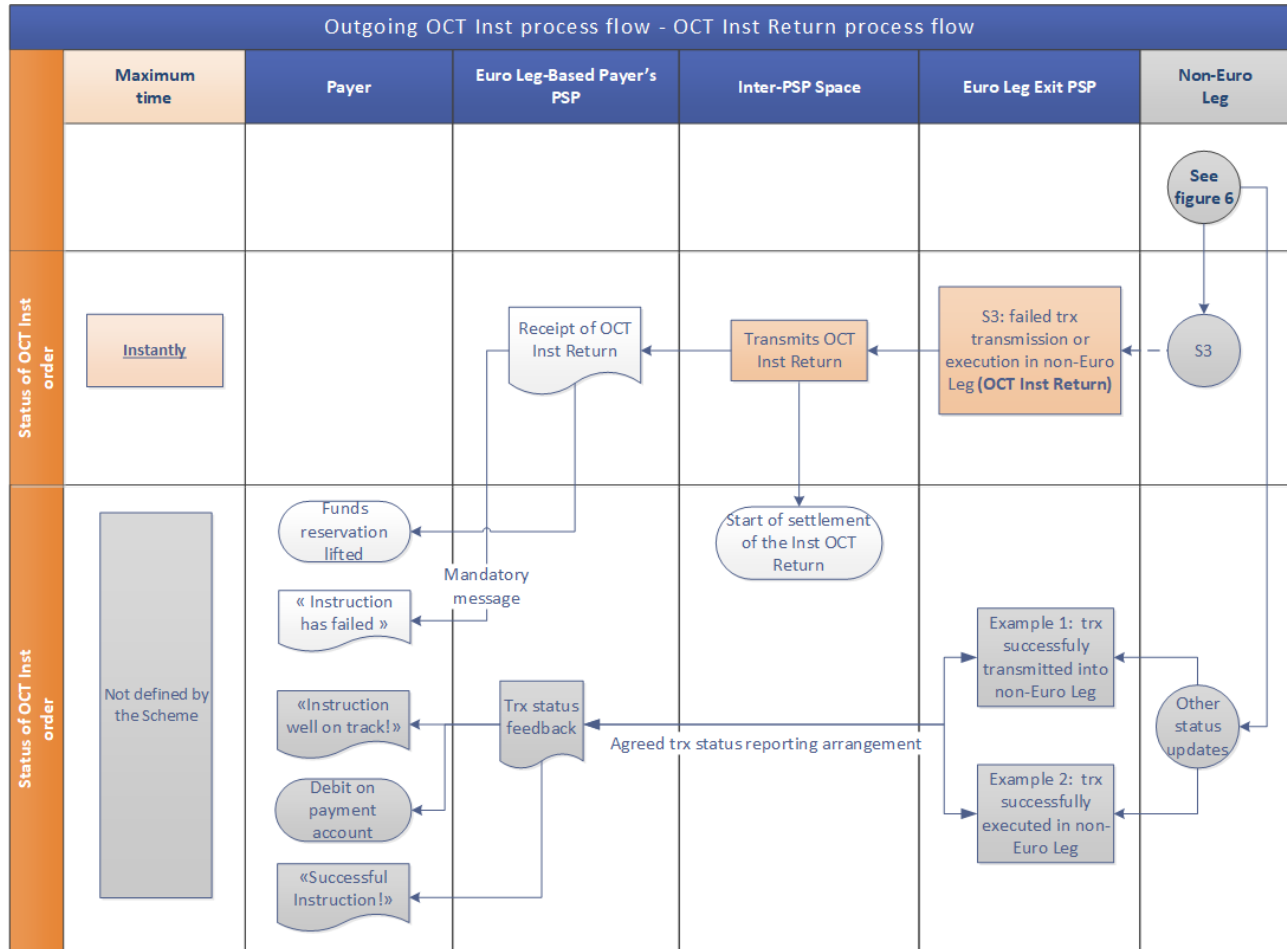


Figure 8 OCT Inst Return process flow



4.2.4 Currency Conversion Principles

The Actors involved in the execution of an incoming or outgoing OCT Inst Transaction are free to determine which Actors can do a Currency Conversion when necessary.

If the original payment order is denominated in euro, no Currency Conversion information is included in the incoming or outgoing OCT Inst Inter-PSP transaction message, notwithstanding the currency of the Payer's Account/ Payment Account.

If the original payment order is denominated in a currency other than euro, the full information about the currency of the original payment order as well as the conversion rate applied for an incoming and outgoing OCT Inst Transaction, must be included in the incoming or outgoing OCT Inst Inter-PSP Transaction message.

An OCT Inst Transaction may lead to an R-transaction with that R-transaction possibly requiring itself a Currency Conversion. If the Actor which made the conversion for the initial OCT Inst Transaction is part of the Euro Leg, that specific Actor will take up any Currency Conversion losses or benefits related to that R-transaction subject to an agreement between the Actor concerned and its counterparty resolving such situations differently.

The basis of the Currency Conversion and the related costs are entirely a matter for the individual Euro Leg-Based Payee's PSPs and Payer's PSPs, and their Payees and Payers concerned.

4.2.5 Charging Principles

Full information about the charges applied by the relevant Actors for an incoming or outgoing OCT Inst Transaction, must be included in the OCT Inst Transaction message to provide the Payer and the Payee with transparency on charges, in line with the original charging option chosen by the Payer.

In general, the Scheme allows all types of charging options to Payees and Payers with the recommendation to apply the shared principle such that the Payer and the Payee are charged separately and individually by the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP and the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI respectively.

In case PSD applies to both the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP and the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI respectively, charges to Payees and Payers can only be based on the shared principle.

A Participant in its role of Euro Leg Entry/Exit PSP may decide to charge specific fees for the services provided to the Euro Leg-Based Payee's PSP/Payer's PSPs. Such fees should be established in a non-discriminatory and transparent manner.

Charges should be debited separately from the credited amount or debited amount of the OCT Inst Transaction.

The basis and level of charges to Payees and Payers are determined by each Participant and are entirely a matter for the individual Participants and their Payees and Payers.



4.3 OLO Instant Credit Transfer Processing Flows

4.3.1 Incoming OLO Instant Credit Transfer

The following diagram identifies a number of process steps, which are described below:

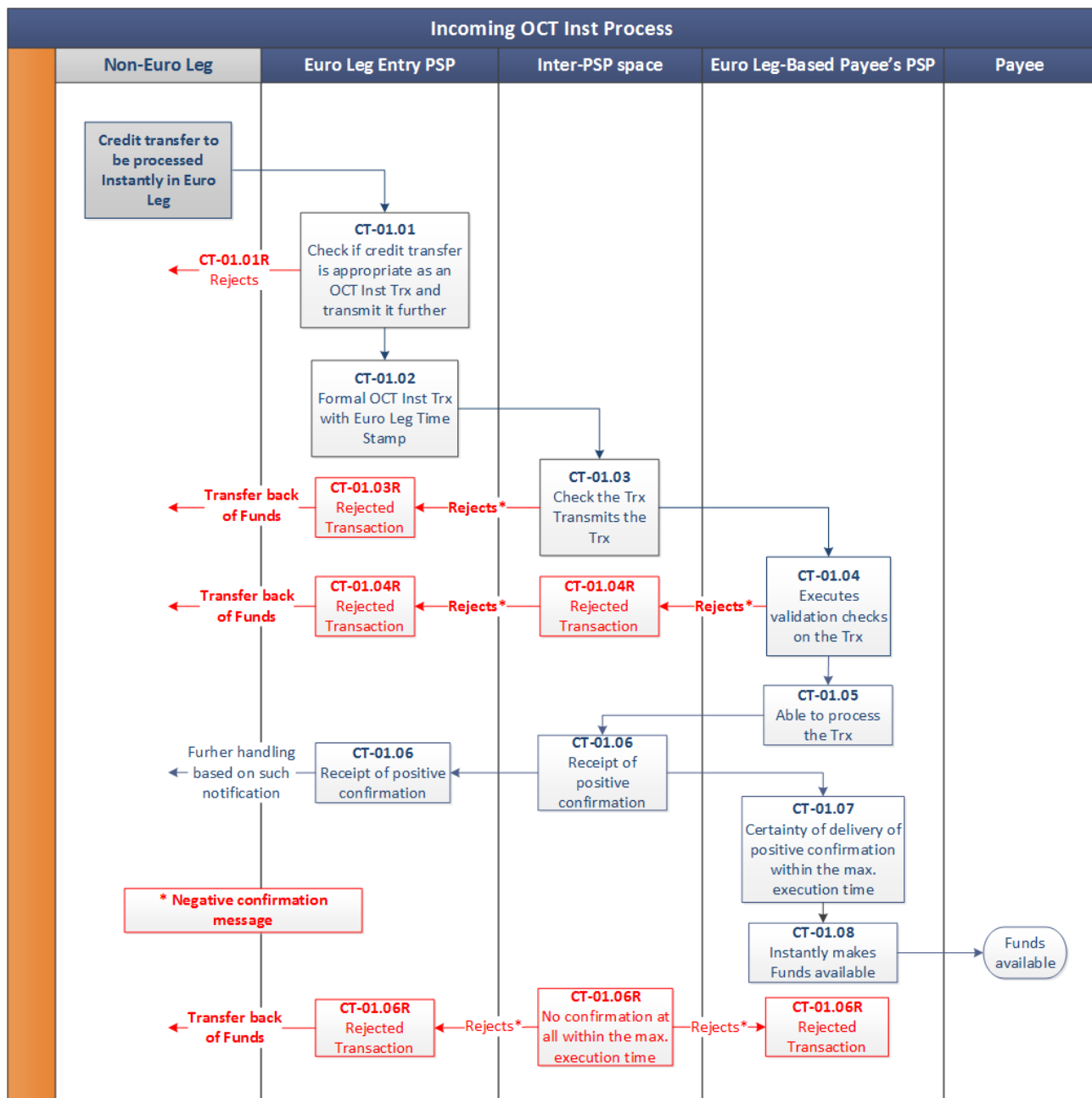


Figure 9 Incoming OCT Inst Process

CT-01.01 From the non-Euro Leg, the Euro Leg Entry PSP receives an incoming credit transfer to be processed as an OCT Inst Transaction in the Euro Leg. It Instantly checks whether this transaction fulfils the conditions for an incoming OCT Inst Transaction required by its own procedures and by the Scheme.

CT-01.01R In case the Euro Leg Entry PSP considers that the transaction cannot be processed as an OCT Inst Transaction, it is assumed that the Euro Leg Entry PSP



rejects this credit transfer and/ or transfers back the underlying Funds of this credit transfer to the non-Euro Leg Payer's FI under the rules defined by the non-Euro Leg Instant Payment System concerned.

CT-01.02 The Euro Leg Entry PSP Instantly prepares an OCT Inst Transaction and puts the Euro Leg Time Stamp in this transaction. The Euro Leg Time Stamp marks the start of the Execution Time Cycle of the OCT Inst Transaction.

The data elements to be provided are defined in dataset DS-02 below.

The Euro Leg Entry PSP Instantly sends the OCT Inst Transaction message to its CSM in the Inter-PSP Space to ensure the Euro Leg-Based Payee's PSP receives the OCT Inst Transaction in accordance with the rules of the Scheme within the maximum execution time defined in section 4.2.3.1.

CT-01.03 The CSM in the Inter-PSP Space receives the transaction message, Instantly undertakes the necessary checks and Instantly transmits the message to the Euro Leg-Based Payee's PSP.

CT-01.03R The CSM in the Inter-PSP Space does not accept the OCT Inst Transaction for normal execution under the Scheme. It must send the OCT Inst Reject message being a negative confirmation message, to the Euro Leg Entry PSP within the maximum execution time defined in section 4.2.3.1 following the same path as the initial OCT Inst Transaction.

The data elements to be provided are defined in dataset DS-03 below.

It is assumed that the Euro Leg Entry PSP rejects this OCT Inst Transaction and/ or transfers back the underlying Funds of this OCT Inst Transaction to the non-Euro Leg Payer's FI under the rules defined by the non-Euro Leg Instant Payment System concerned.

CT-01.04 The Euro Leg-Based Payee's PSP receives the OCT Inst Transaction from its CSM in the Inter-PSP Space, Instantly verifies whether it can apply the Transaction to the Payee's Payment Account and executes various validation checks.

CT-01.04R The Euro Leg-Based Payee's PSP does not accept the OCT Inst Transaction for normal execution under the Scheme. It must send the OCT Inst Reject message being a negative confirmation message, to the Euro Leg Entry PSP within the maximum execution time defined in section 4.2.3.1 following the same path as the initial OCT Inst Transaction.

The data elements to be provided are defined in dataset DS-03 below.

It is assumed that the Euro Leg Entry PSP rejects this OCT Inst Transaction and/ or transfers back the underlying Funds of this OCT Inst Transaction to the non-Euro Leg Payer's FI under the rules defined by the non-Euro Leg Instant Payment System concerned.

CT-01.05 The Euro Leg-Based Payee's PSP sends a positive confirmation message back to its CSM in the Inter-PSP Space within the maximum execution time defined in section 4.2.3.1 following the same path as the initial OCT Inst Transaction, confirming that the Euro Leg-Based Payee's PSP

- has received the OCT Inst Transaction and
- is able to process the OCT Inst Transaction.



- The data elements to be provided are defined in dataset DS-03 below.
- CT-01.06** The CSM of the Euro Leg-Based Payee's PSP in the Inter-PSP Space receives the positive confirmation message within the maximum execution time defined in section 4.2.3.1 and Instantly passes on this message to the Euro Leg Entry PSP following the same path as the initial OCT Inst Transaction.
- Based on this message, the Euro Leg Entry PSP is assumed to communicate the final status of the OCT Inst Transaction to the non-Euro Leg Payer's FI under the rules defined by the non-Euro Leg Instant Payment System concerned.
- CT-01.06R** The CSM of the Euro Leg-Based Payee's PSP in the Inter-PSP Space has not received any confirmation message at all from the Euro Leg-Based Payee's PSP within the time-out deadline defined in section 4.2.3.1.
- The CSM of the Euro Leg-Based Payee's PSP must send the OCT Inst Reject message being a negative confirmation message, to the Euro Leg Entry PSP within the specific number of seconds after the time-out deadline as defined in section 4.2.3.1 following the same path as the initial OCT Inst Transaction, and to the Euro Leg-Based Payee's PSP.
- It is assumed that the Euro Leg Entry PSP rejects this OCT Inst Transaction and/or transfers back the underlying Funds of this OCT Inst Transaction to the non-Euro Leg Payer's FI under the rules defined by the non-Euro Leg Instant Payment System concerned.
- CT-01.07** The Euro Leg-Based Payee's PSP has received the certainty that its positive confirmation message has been successfully delivered to the CSM of the Euro Leg-Based Payee's PSP in the Inter-PSP Space within the maximum execution time defined in section 4.2.3.1.
- CT-01.08** The Euro Leg-Based Payee's PSP Instantly Makes the Funds Available to the Payee. The Euro Leg-Based Payee's PSP will make the information of DS-05 available to the Payee on the basis agreed between the Payee and the Euro Leg-Based Payee's PSP.
- The Euro Leg-Based Payee's PSP may also make the information of DS-12 available to the Payee if bilaterally agreed.
- This action means that the Payee has Immediate use of the Funds subject to the Terms and Conditions governing the use of the Payment Account of the Payee.

Outgoing OCT Inst Process				
Payer	Euro Leg-Based Payer's PSP	Inter-PSP space	Euro Leg Exit PSP	Non-SEPA Leg
CT-01.01 Completes and forwards Instruction	CT-01.02 Checks the Instruction against execution conditions			
CT-01.02R Rejects				
	CT-01.03 Reservation of the Amount			
	CT-01.04 Formal OCT Inst Transaction with Euro Leg Time Stamp			
		CT-01.05 Check and transmit the Transaction		
CT-01.05R Reservation lifted	CT-01.05R Rejected Transaction	Rejects*		
			CT-01.06 Makes validation checks on the Transaction	
CT-01.06R Reservation lifted	CT-01.06R Rejected Transaction	Rejects*	Rejects*	
			CT-01.07 Able to forward Transaction into non-Euro Leg	
	CT-01.08 Receipt of positive confirmation	CT-01.08 Receipt of positive confirmation		
		CT-01.08R No confirmation at all within the time-out deadline	CT-01.08R Rejected Transaction	
CT-01.08R Reservation lifted	CT-01.08R Rejected Transaction	Rejects*	Rejects*	
			CT-01.09 Certainty of delivery of positive confirmation within the max. execution time	
			CT-01.10 Transmit into non-Euro Leg	
				Further handling
CT-01.09R Reservation lifted	CT-01.09R Returned Transaction	CT-01.09R Returned Transaction	CT-01.09R Prepares the Inst Return	Send-out failed
				Negative response/Time-Out
CT-01.10R Reservation lifted	CT-01.10R Returned Transaction	CT-01.10R Returned Transaction	CT-01.10R Prepares the Inst Return	

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- CT-01.01** The Payer completes an instant payment instruction for a Payee whose Account is held at a non-Euro Leg Payee's FI and forwards it to the Euro Leg-Based Payer's PSP. The instruction will be submitted by any means agreed between the Payer and the Euro Leg-Based Payer's PSP.
- The data elements to be provided are defined in dataset DS-01 below.
- CT-01.02** The Euro Leg-Based Payer's PSP receives the instant payment instruction, considers the amount to be transferred is in euro and decides to submit this instruction via the Euro Leg Exit PSP. The Euro Leg-Based Payer's PSP may have to conduct a Currency Conversion into euro.
- It Instantly checks whether it has sufficient information to execute the instruction as an OCT Inst Transaction and whether the instruction fulfils the execution conditions required by its procedures including the authenticity of the instruction, the availability of Funds and the checking of the format and plausibility of the mandatory attributes.
- CT-01.02R** The checks by the Euro Leg-Based Payer's PSP result that the instant payment instruction cannot be accepted for normal execution under the Scheme.
- The Euro Leg-Based Payer's PSP rejects the instruction, must Instantly inform the Payer about this reject and make the appropriate details available to the Payer.
- CT-01.03** When these execution conditions are successful, the Euro Leg-Based Payer's PSP Instantly makes a Reservation of the Amount on the Payer's Payment Account with this information Instantly accessible to the Payer.
- CT-01.04** The Euro Leg-Based Payer's PSP Instantly prepares an OCT Inst Transaction based on the instant payment instruction and puts the Euro Leg Time Stamp in the created OCT Inst Transaction. The Euro Leg Time Stamp marks the start of the Execution Time Cycle of the OCT Inst Transaction.
- CT-01.05** The Euro Leg-Based Payer's PSP Instantly sends the OCT Inst Transaction message to its CSM in the Inter-PSP Space to ensure the Euro Leg Exit PSP receives the OCT Inst Transaction and can respond to it within the maximum execution time defined in section 4.2.3.2.
- The data elements to be provided are defined in dataset DS-02 below.
- The CSM in the Inter-PSP Space receives the transaction message, Instantly undertakes the necessary checks and Instantly transmits the message to the Euro Leg Exit PSP.
- CT-01.05R** The CSM in the Inter-PSP Space does not accept the OCT Inst Transaction for normal execution under the Scheme. It must send the OCT Inst Reject message being a negative confirmation message, to the Euro Leg-Based Payer's PSP within the maximum execution time defined in section 4.2.3.2, following the same path as the initial OCT Inst Transaction.
- The data elements to be provided are defined in dataset DS-03 below.
- The Euro Leg-Based Payer's PSP must Instantly inform the Payer that its OCT Inst Instruction has been rejected.



The Euro Leg-Based Payer's PSP Instantly cancels the Reservation of the Amount on the Payer's Payment Account and makes the appropriate details available to the Payer based on the information received in the dataset DS-03.

CT-01.06 The Euro Leg Exit PSP receives the OCT Inst Transaction from its CSM in the Inter-PSP Space, Instantly verifies whether it is in a position to forward the Transaction in the non-Euro Leg, and executes various validation checks.

CT-01.06R The Euro Leg Exit PSP does not accept the OCT Inst Transaction for normal execution under the Scheme. It must send the OCT Inst Reject message being a negative confirmation message (*Scenario 1*), to the Euro Leg-Based Payer's PSP within the maximum execution time defined in section 4.2.3.2, following the same path as the initial OCT Inst Transaction.

The data elements to be provided are defined in dataset DS-03 below.

The Euro Leg-Based Payer's PSP must Instantly inform the Payer that its instant payment instruction has been rejected.

The Euro Leg-Based Payer's PSP Instantly cancels the Reservation of the Amount on the Payer's Payment Account and makes the appropriate details available to the Payer based on the information received in the dataset DS-03.

CT-01.07 The Euro Leg Exit PSP Instantly sends the positive confirmation message (*Scenario 2*) back to its CSM in the Inter-PSP Space within the maximum execution time defined in section 4.2.3.2, following the same path as the initial OCT Inst Transaction, confirming that the Euro Leg Exit PSP

- has received the OCT Inst Transaction and
- is in a position to forward the Transaction in the non-Euro Leg.

The data elements to be provided are defined in dataset DS-03 below.

CT-01.08 The CSM of the Euro Leg Exit PSP in the Inter-PSP Space receives the positive confirmation message (*Scenario 2*) within the maximum execution time defined in section 4.2.3.2, and Instantly passes on the Scenario 2 message to the Euro Leg-Based Payer's PSP following the same path as the initial OCT Inst Transaction.

If agreed with the Payer, the Euro Leg-Based Payer's PSP informs the Payer about the occurrence of a Scenario 2. The concrete content of such information is not within the scope of the Scheme.

CT-01.08R The CSM of the Euro Leg Exit PSP in the Inter-PSP Space has not received any confirmation message at all from the Euro Leg Exit PSP within the time-out deadline defined in section 4.2.3.2.

The CSM of the Euro Leg Exit PSP must send the OCT Inst Reject message being a negative confirmation message (*Scenario 1*), to the Euro Leg-Based Payer's PSP within the specific number of seconds after the time-out deadline as defined in point E of section 4.2.3.2 following the same path as the initial OCT Inst Transaction, and to the Euro Leg Exit PSP.



The Euro Leg-Based Payer's PSP must Instantly inform the Payer that its instant payment instruction has been rejected.

The Euro Leg-Based Payer's PSP Instantly cancels the Reservation of the Amount on the Payer's Payment Account and makes the appropriate details available to the Payer based on the information received in the dataset DS-03.

CT-01.09 The Euro Leg Exit PSP received the certainty that its positive confirmation (*Scenario 2*) message has been successfully delivered to the CSM of the Euro Leg Exit PSP in the Inter-PSP Space within the maximum execution time defined in section 4.2.3.2.

CT-01.09R The Euro Leg Exit PSP is faced with a situation whereby its send-out of the OCT Inst Transaction into the non-Euro Leg failed (*Scenario 3*).

From the moment when the Euro Leg Exit PSP is confronted with a Scenario 3 situation, the Euro Leg Exit PSP must Instantly send the OCT Inst Return to the Euro Leg-Based Payer's PSP in order the Funds are Instantly transferred back to the Euro Leg-Based Payer's PSP.

It must Instantly instruct its CSM to Instantly re-credit the Euro Leg-Based Payer's PSP.

The CSMs of the Euro Leg Exit PSP and of the Euro Leg-Based Payer's PSP Instantly debit and credit respectively the two Participants.

The OCT Inst Return must follow the same path as the initial OCT Inst Transaction.

The data elements to be provided are defined in dataset DS-04 below.

The Euro Leg-Based Payer's PSP must Instantly inform the Payer that its instant payment instruction has failed. It Instantly cancels the Reservation of the Amount on or recredits Instantly the Payer's Payment Account and makes the appropriate details available to the Payer based on the information received in the dataset DS-04.

CT-01.10 The Euro Leg Exit PSP Instantly forwards the Transaction in the non-Euro Leg.

The Euro Leg Exit PSP and the Euro Leg-Based Payer's PSP can agree to use an arrangement of their preference to inform the Euro Leg-Based Payer's PSP about the payment status in the non-Euro Leg.

If agreed with the Payer, the Euro Leg-Based Payer's PSP informs the Payer when the Euro Leg-Based Payer's PSP is informed that the Funds have been Made Available to the Payee. The concrete content of such information is not within the scope of the Scheme.

CT-01.10R The Euro Leg Exit PSP is faced with a situation whereby it received no confirmation at all from the non-Euro Leg Payee's FI or is informed that the non-Euro Leg Payee's FI is unable to execute the transaction (*Scenario 3*).

From the moment when the Euro Leg Exit PSP is confronted with a Scenario 3 situation, the Euro Leg Exit PSP must Instantly send the OCT Inst Return to



the Euro Leg-Based Payer's PSP in order the Funds are Instantly transferred back to the Euro Leg-Based Payer's PSP.

It must Instantly instruct its CSM to Instantly re-credit the Euro Leg-Based Payer's PSP.

The CSMs of the Euro Leg Exit PSP and of the Euro Leg-Based Payer's PSP Instantly debit and credit respectively the two Participants.

The OCT Inst Return must follow the same path as the initial OCT Inst Transaction.

The data elements to be provided are defined in dataset DS-04 below.

The Euro Leg-Based Payer's PSP must Instantly inform the Payer that its instant payment instruction has failed. It Instantly cancels the Reservation of the Amount on or recredits Instantly the Payer's Payment Account and makes the appropriate details available to the Payer based on the information received in the dataset DS-04.

4.3.3 Transaction Status Investigation Procedure

The Scheme foresees an **optional** investigation procedure for the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP for exceptional situations whereby no confirmation message has reached the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP after the Euro Leg time-out deadline defined in section 4.2.3.1/ 4.2.3.2.

The Scheme obliges the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP and the Actors in the Inter-PSP Space to **Instantly** process the investigation and to respond as soon as possible to this investigation procedure (via the dataset DS-10).

The step-by-step process for this investigation procedure is described below:

- Step 01** The Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP sends an OCT Inst Transaction status investigation message to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP through the same path used for the transmission of the initial OCT Inst Transaction message to inquire about the actual status of the initial OCT Inst Transaction.
- Step 02** Each Actor in the Inter-PSP Space Instantly verifies if it actually received the initial OCT Inst Transaction from the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.
- Step 03** In case the initial OCT Inst Transaction had not been received by an Actor in the Inter-PSP Space, this Actor Instantly reports the non-delivery of this initial transaction back to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP who then Instantly rejects the transaction.
The Euro Leg-Based Payer's PSP Instantly informs the Payer. The assumption is that the Euro Leg Entry PSP Instantly informs the non-Euro Leg Payer's FI.
- Step 04** In case the initial OCT Inst Transaction had been received, each Actor in the Inter-PSP Space which was involved in the transmission of the initial OCT Inst Transaction message up to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP verifies Instantly whether it has received a confirmation message from the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP (or from another Actor in the Inter-PSP Space) about the initial OCT Inst Transaction.



Step 05 If an Actor in the Inter-PSP Space had received a confirmation message (DS-03) about the initial OCT Inst Transaction, this Actor is obliged to retransmit Instantly this confirmation message to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.

Step 06 If the OCT Inst Transaction status investigation message must be addressed to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP, the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP Instantly (re)transmits its confirmation message about the initial OCT Inst Transaction (the dataset DS-03) back to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP following the same path that would have been used for the transmission of that initial confirmation message.

The Scheme does not define a maximum time limit by which the optional investigation procedure should be completed nor defines the number of repetitions the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP has to re-issue this investigation procedure in case no response has been received from the Inter-PSP Space or from the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP on the first OCT Inst Transaction status investigation message.

The Scheme however formally obliges the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP and the Actors in the Inter-PSP Space to act **Instantly** on the investigation procedure.

The Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP can only formally confirm the (non-)execution of the OCT Inst Transaction to the non-Euro Leg Payer's FI/ Payer when it has received a formal confirmation message (positive or negative) from the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP or from an Actor in the Inter-PSP Space.



4.3.4 Exception Handling Processing Flow

OCT Inst Transactions are handled according to the time frames described in section 4.2.3. If, for whatever reason, any party cannot handle the transaction in the normal way, the process of Exception Handling starts. The messages resulting from these situations are all handled in a standardised way, at process level as well as at dataset level.

4.3.4.1 OCT Inst Reject

An **OCT Inst Reject** occurs when an OCT Inst Transaction is not accepted for normal execution **before Inter-PSP settlement in the Euro Leg**. If the rejection is at the point at which the Payer instructs the Euro Leg-Based Payer's PSP, for the purposes of the Scheme, the Euro Leg-Based Payer's PSP needs only to inform the Payer of the reason.

If it occurs in the Inter-PSP Space the Reject must be Instant and sent as specified in dataset DS-03 (section 4.5.3).

The main characteristics of an OCT Inst Reject (DS-03) are:

- The amount will be the Initial Amount of the OCT Inst Transaction;
- The OCT Inst Reject message is routed through the same path taken by the original OCT Inst Transaction with no alteration of the data contained in the original OCT Inst Transaction;
- A record of the relevant data relating to the original OCT Inst Transaction, sufficient to provide an audit trail, is included;
- The original OCT Inst Transaction is identified by the original reference from the Euro Leg Entry PSP or from the Euro Leg-Based Payer's PSP;
- OCT Inst Reject messages contain a reason code (attribute AT-R004, see section 4.6.1).

OCT Inst Reject messages should be transmitted within the maximum execution time defined in section 4.2.3.

The step-by-step process flows for OCT Inst Rejects are described in sections 4.3.1 and 4.3.2.

The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO codes should be used for initiating an OCT Inst Reject.



4.3.4.2 OCT Inst Return

An **OCT Inst Return** occurs when an OCT Inst Transaction is diverted from normal execution after **Inter-PSP Settlement in the Euro Leg**. It is sent by the Euro Leg Exit PSP back to the Euro Leg-Based Payer's PSP for an outgoing OCT Inst Transaction.

The main characteristics of an OCT Inst Return (DS-04) are:

- The amount transferred back can differ from the Initial Amount of the OCT Inst Transaction (e.g., due to Currency Conversion and/or charges taken in the non-Euro Leg). The Euro Leg Exit PSP may decide itself to charge a fee on the OCT Inst Return to the Euro Leg-Based Payer's PSP. Such fees should be established in a non-discriminatory and transparent manner;
- The OCT Inst Return message is routed through the same path taken by the original OCT Inst Transaction when possible, with no alteration of the data contained in the original OCT Inst Transaction;
- A record of the relevant data relating to the original OCT Inst Transaction, sufficient to provide an audit trail, is included;
- The original OCT Inst Transaction is identified by the original reference from the Euro Leg-Based Payer's PSP;
- OCT Inst Return messages contain a reason code (attribute AT-R004, see section 4.6.1).

The Euro Leg Exit PSP must send the Return message Instantly to the Euro Leg-Based Payer's PSP respecting the stipulations defined in section 4.2.3.3.

The step-by-step process flows for OCT Inst Returns are described in section 4.3.2.

The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO codes should be used for initiating an OCT Inst Return.



4.3.4.3 OCT Inst Recall

An **OCT Inst Recall** occurs when the Euro Leg Entry PSP receives a request from the non-Euro Leg Payer's FI to cancel an OCT Inst Transaction, or when the Euro Leg-Based Payer's PSP makes such request to the Euro Leg Exit PSP.

The Recall procedure can be initiated only by the Euro Leg Entry PSP on behalf of the non-Euro Leg Payer's FI or its Payer, or by the Euro Leg-Based Payer's PSP which may do it on behalf of its Payer. Before initiating the OCT Inst Recall procedure, the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP must check if the OCT Inst Transaction is subject to one of the following reasons only:

- 1) Duplicate sending;
- 2) Technical problems resulting in an erroneous OCT Inst Transaction;
- 3) Fraudulent originated OCT Inst Instruction;
- 4) Wrong unique identifier of the Payment Account/ Account of the Payee and/ or the wrong identification code of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI;
- 5) Wrong amount;
- 6) By request of the Payer without any reason specified;
- 7) Request for status update (Tracer) to a previously issued OCT Inst Recall request.

The Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP is obliged to inform the Non-Euro Leg Payer's FI/ Euro Leg Payer that

- Such request for an OCT Inst Recall does not guarantee that the Non-Euro Leg Payer's FI/ Euro Leg Payer will effectively receive back the Funds of the initial OCT Inst Transaction. It will depend on the consent of the Payee whether to turn back the Funds to the Payer;
- The amount transferred back can differ from the Initial Amount of the OCT Inst Transaction (e.g., due to Currency Conversion); and
- The Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI may decide to charge a fee to the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP. Such fees should be established in a non-discriminatory and transparent manner.

The main characteristics of an OCT Inst Recall and the response to an OCT Inst Recall (DS-06 and DS-07 in sections 4.5.6 and 4.5.7) are:

- The OCT Inst Recall message is routed through the same path taken by the original OCT Inst Transaction when possible;
- A record of the relevant data relating to the original OCT Inst Transaction, sufficient to provide an audit trail, is included with no alteration of the data contained in the original OCT Inst Transaction;
- OCT Inst Recall messages contain a reason code (attribute AT-R051, see section 4.6.1);
- The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP must provide the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP with a response to an OCT Inst Recall within 15 SEPA Banking Business Days following the receipt of the OCT Inst Recall from the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP;
- The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP is in breach with the Scheme when it has not responded to the OCT Inst Recall request by the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP, within this period of 15 SEPA Banking Business Days;



- If the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP has received no response from the Payee/ non-Euro Leg Payee's FI to this OCT Inst Recall within these 15 SEPA Banking Business Days, it must send a negative response with the reason "No response from the Payee"/ "No response from the non-Euro Leg Payee's FI" to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP;
- In case the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP can report a positive response to an OCT Inst Recall, it needs to use the message prescribed in [2]. It cannot transfer back the amount through a separate OCT Inst Transaction message;
- The Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP has the choice to send out the OCT Inst Recall either Instantly or not;
- Each Actor in the Inter-PSP Space receiving the OCT Inst Recall from the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP or receiving the response to the OCT Inst Recall from the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP, must send the OCT Inst Recall and the response to the OCT Inst Recall Immediately to the following Actor in the Inter-PSP Space, or the Participant concerned;
- The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP may exceptionally not respond within the deadline of 15 SEPA Banking Business Days following the receipt of the OCT Inst Recall from the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP. The Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP may send a Request for Status Update to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP.

The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO codes should be used for initiating an OCT Inst Recall and for responding to such OCT Inst Recall. The step-by-step process for an OCT Inst Recall, is described below.

Step 01 The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP realises the need to recall an OCT Inst Transaction. It may also receive a request from the Payer.

Before initiating the OCT Inst Recall procedure in the Euro Leg, the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP must check if the initial OCT Inst Transaction had been wrongly executed for the above-mentioned reasons 1) to 6).

The Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP informs the Non-Euro Leg Payer's FI/ Euro Leg Payer that such request for OCT Inst Recall does not guarantee that the Non-Euro Leg Payer's FI/ Euro Leg Payer will effectively receive back the Funds of the initial OCT Inst Transaction.

The path used for initiating the OCT Inst Recall should be identical to the one used for the initial OCT Inst Transaction subject to the OCT Inst Recall.

Step 01R The Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP can reject the OCT Inst Recall request when it judges that the initial OCT Inst Transaction is not the subject of one of the foregoing reasons.

Step 02 The parties in the Inter-PSP Space transmit Instantly the OCT Inst Recall to the Euro Leg-Based Payee's PSP/ the Euro Leg Exit PSP.



Step 03 The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP must always handle the OCT Inst Recall and must provide a positive or negative response within 15 SEPA Banking Business Days following the receipt of the OCT Inst Recall from the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.

Euro Leg-Based Payee's PSP:

If the OCT Inst Transaction was already credited to the Payee's Payment Account, there are sufficient funds on the Payment Account and the Funds are not yet transferred back by the Payee, it may, depending on the legislation in its country and/or contractual agreement with the Payee:

- Generate Immediate positive response by debiting the Payment Account;
- Decide it is necessary to ask the Payee for debit authorisation;
- Be obliged to get the Payee's authorisation to debit its account.

Euro Leg Exit PSP:

It addresses the OCT Inst Recall request to the non-Euro Leg Payee's FI in accordance with the rules defined by the non-Euro Leg payment scheme or system concerned while specifying the applicable response deadline the Euro Leg Exit PSP must respect for this OCT Inst Recall in the Euro Leg.

Step 03R The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP transmits a negative response to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP and gives reason for it if:

- There are insufficient funds on the Payment Account/ Account of the Payee;
- The Payment Account/ Account of the Payee is closed;
- There is a legal reason: to be explained in a clear text;
- Refusal of the Euro Leg Payee/ non-Euro Leg Payee;
- Non-acceptance by the non-Euro Leg Payee's FI (with a reason to be specified);
- No response from the Payee/ non-Euro Leg Payee's FI within the 15 SEPA Banking Business Days following the receipt of the OCT Inst Recall from the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP;
- Initial OCT Inst Transaction never received;
- The Funds of the initial OCT Inst Transaction already transferred back.

The Actors in the Inter-PSP Space transmit Instantly the negative response to the OCT Inst Recall to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.

The refusal by the Euro Leg Payee/ non-Euro Leg Payee of the OCT Inst Recall concerned finalises the fate of the initial OCT Inst Transaction from the perspective of the Participants to the Scheme.

Step 04 The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP generates a positive response to the OCT Inst Recall.

The Euro Leg-Based Payee's PSP debits the Payment Account of the Payee (if needed, the Euro Leg-Based Payee's PSP waits until it has received the authorisation from the Payee for debiting its account).



Step 05

The Actors in the Inter-PSP Space receive the positive response to the OCT Inst Recall from the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP and Instantly transmit it to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.

The CSMs of the Euro Leg-Based Payee's PSP and the Euro Leg Entry PSP/ the CSMs of the Euro Leg Exit PSP and the Euro Leg-Based Payer's PSP make the necessary arrangements to establish a settlement position between the two Participants concerned.

Step 06

The Euro Leg-Based Payer's PSP credits the Payment Account of the Payer with the amount of the positive response to the OCT Inst Recall.

It is assumed that the Euro Leg Entry PSP credits the account of the non-Euro Leg Payer's FI with the amount of the positive response to the OCT Inst Recall under the rules defined by the non-Euro Leg payment scheme or system concerned.



4.4 Inquiry processes

4.4.1 OCT Inst Inquiry

An **OCT Inst Inquiry** occurs when a Participant requests information or clarification about the status of an OCT Inst Transaction.

The Scheme foresees the following reasons for an Inquiry about **outgoing** OCT Inst Transactions **only**:

- i. **Claim of Non-Receipt:** the Payee in the non-Euro Leg claims not to have received the initial OCT Inst Transaction. The Euro Leg-Based Payer's PSP is asked to investigate if and when the initial OCT Inst Transaction had been executed. The cause for this claim can be at any Participant to the Scheme, in the Inter-PSP Space or in the non-Euro Leg.

The assumption is that the Payee in the non-Euro Leg will contact first the Euro Leg-Based Payer, and that the Euro Leg-Based Payer will launch a claim for non-receipt to the Euro Leg-Based Payer's PSP. The situation where the Payee directly addresses a claim for non-receipt to the non-Euro Leg Payee's FI is not described in the Scheme.

- ii. **Request for Status Update:** the Euro Leg Exit PSP may exceptionally not respond for the reason 'Claim of Non-Receipt' within the deadline defined in section 4.4.2. The Euro Leg-Based Payer's PSP sends a Request for Status Update to remind the Euro Leg Exit PSP about this 'Claim of Non-Receipt' Inquiry that has been addressed earlier to it.

A Request for Status Update can refer to one single OCT Inst Inquiry only.

An Inquiry for the reason 'Claim of Non-Receipt' can only be made for an outgoing OCT Inst Transaction when the (claimed) debit date of the concerned OCT Inst Transaction falls within the period of 13 months preceding the date at which the Payer submits an Inquiry for such reason to the Euro Leg-Based Payer's PSP. The Euro Leg Exit PSP must ensure that the non-Euro Leg Payee's FI is aware about this Euro Leg timeline of 13 months and act on a best effort basis.

Important: this OCT Inst Inquiry process focuses on the status of the non-Euro Leg of an outgoing OCT Inst Transaction. For the status of the Euro Leg of such transaction, the Euro Leg-Based Payer's PSP can rely on the procedure covered in section 4.3.3.

The main characteristics of an OCT Inst Inquiry (DS-08 in section 4.5.8) are:

- The OCT Inst Inquiry message / Request for Status Update is routed through the same path which was used for the initial OCT Inst Transaction/ initial OCT Inst Inquiry message;
- A record of the relevant data relating to the initial OCT Inst Transaction / initial OCT Inst Inquiry message, sufficient to provide an audit trail, is included with no alteration of the data contained in the initial OCT Inst Transaction/ initial OCT Inst Inquiry message;
- The Inquiry message for the reason 'Claim of Non-Receipt' concerns a single initial OCT Inst Transaction only. If several initial OCT Inst Transactions are concerned, then several OCT Inst Inquiry messages must be sent.

The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO codes should be used for initiating an Inquiry.



4.4.2 Response-to-OCT Inst Inquiry

The **Response-to-OCT Inst Inquiry** message is sent by the Euro Leg Exit PSP for the reason 'Claim of Non-Receipt' to the Euro Leg-Based Payer's PSP.

The recipient of this response message is informed about:

- The final investigation outcome (whether positive or negative) for an OCT Inst Inquiry; and
- Optionally providing details about the corrective action undertaken.

The main characteristics of a Response-to-OCT Inst Inquiry (DS-09 in section 4.5.9) are:

- The Response-to-OCT Inst Inquiry message is routed through the same path which was used for the initial OCT Inst Inquiry message;
- A record of the relevant data relating to the initial OCT Inst Inquiry message, sufficient to provide an audit trail, is included with no alteration of the data contained in the initial OCT Inst Inquiry message;
- The Response-to-OCT Inst Inquiry message concerns a single OCT Inst Inquiry/ a Request for Status Update to a single earlier issued OCT Inst Inquiry at a time. If several OCT Inst Inquiries or Requests for Status Update to earlier issued OCT Inst Inquiries are concerned, then several Response-to-OCT Inst Inquiry messages must be sent;
- The Participant concerned must provide a Response-to-OCT Inst Inquiry message about the OCT Inst Inquiry concerned within 10 SEPA Banking Business Days after it has received the OCT Inst Inquiry message. The Participant concerned is in breach with the Scheme if it has not responded to the OCT Inst Inquiry within this period of 10 SEPA Banking Business Days.

The Participant concerned does not have to respond to a Request for Status Update if it has already responded to the original OCT Inst Inquiry which this Request for Status Update refers to.

The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO codes should be used for responding to an OCT Inst Inquiry.

It is the decision of the Participant or the non-Euro Leg FI concerned if it wants to charge a fee for handling the OCT Inst Inquiry, to the Participant that launched the OCT Inst Inquiry.

This practice is only allowed for a **positive** response to an OCT Inst Inquiry for the reason 'Claim of Non-Receipt'. For this purpose, AT-Q007 is foreseen in the response message DS-09. The reference [2] specifies how the Euro Leg Exit PSP can provide the Euro Leg-Based Payer's PSP with the concrete account of the Euro Leg Exit PSP (or of the non-Euro Leg Payee's FI itself) to be credited and the fee amount itself.

The positive response to an OCT Inst Inquiry for the reason '**Claim of Non-Receipt**' confirms that the non-Euro Leg Payee's FI has credited the initial OCT Inst Transaction on the Account of the Payee. The Euro Leg Exit PSP provides the Euro Leg-Based Payer's PSP with the date on which this OCT Inst Transaction has been credited.



4.4.3 OCT Inst Inquiry Process Steps

The step-by-step process descriptions below cover the various steps to be taken for the Participants concerned to initiate and to respond respectively to an OCT Inst Inquiry for the reason 'Claim of Non-Receipt'.

Step 01 The Euro Leg-Based Payer's PSP receives a claim of non-receipt from the Payer for an OCT Inst Transaction.

Before initiating the 'Claim of Non-Receipt' procedure in the Euro Leg, the Euro Leg-Based Payer's PSP must check whether it has well received the claimed initial OCT Inst Transaction. If not, the Euro Leg-Based Payer's PSP rejects this claim.

If yes, the Euro Leg-Based Payer's PSP checks whether the (claimed) debit date of the OCT Inst Transaction concerned falls within the period of 13 months preceding the date at which the Payer submits the OCT Inst Inquiry to the Euro Leg-Based Payer's PSP. If this is not the case, the Euro Leg-Based Payer's PSP rejects this claim.

If it is the case, the Euro Leg-Based Payer's PSP sends the OCT Inst Inquiry through the path identical to the one used for the initial OCT Inst Transaction subject to the OCT Inst Inquiry.

Step 02 The Euro Leg Exit PSP handles the OCT Inst Inquiry and must provide a Response-to-OCT Inst Inquiry message within 10 SEPA Banking Business Days following the receipt of the OCT Inst Inquiry from the Euro Leg-Based Payer's PSP. It checks whether

- It received the claimed OCT Inst Transaction;
- It was able to process and to transmit it further to the Non-Euro Leg;
- It already received a message from the non-Euro Leg Payee's FI about the final status of the Transaction.

If not, it addresses the OCT Inst Inquiry to the non-Euro Leg Payee's FI while specifying the applicable response deadline the Euro Leg Exit PSP must respect for this OCT Inst Inquiry in the Euro Leg unless the Euro Leg Exit PSP and the non-Euro Leg Payee's FI have agreed on another arrangement on how to handle such claims.

In case of a potential positive response to this OCT Inst Inquiry, the Euro Leg Exit PSP and the non-Euro Leg Payee's FI could also determine a possible inquiry fee to be charged to the Euro Leg-Based Payer's PSP.

Step 02R The Euro Leg Exit PSP transmits a negative response to the Euro Leg-Based Payer's PSP and gives a reason for it:

- The Euro Leg Exit PSP (or the non-Euro Leg Payee's FI) did not receive the initial OCT Inst Transaction;
- The initial OCT Inst Transaction could not be credited on the Account of the Payee due to regulatory reasons (if the Euro Leg Exit PSP is allowed to communicate such reason under the applicable legislation); or



- An OCT Inst Reject or Return for this OCT Inst Transaction has (already) been sent.

The Euro Leg-Based Payer's PSP provides the Payer with the reason of the failed execution.

Step 03 The Euro Leg Exit PSP generates a positive response to the OCT Inst Inquiry. It provides the Euro Leg-Based Payer's PSP with the date on which this OCT Inst Transaction has been credited.

The non-Euro Leg Payee's FI may charge an OCT Inst Inquiry fee to the Euro Leg-Based Payer's PSP. The non-Euro Leg Payee's FI (through the Euro Leg Exit PSP) provides the Euro Leg-Based Payer's PSP with all payment modalities for the fee amount.

Step 04 The Euro Leg-Based Payer's PSP receives the positive response to the OCT Inst Inquiry from the Euro Leg Exit PSP. It communicates the credit date to the Payer.

Step 05 In case an OCT Inst Inquiry fee is charged, the Euro Leg-Based Payer's PSP settles such payment in accordance with the concrete payment modalities from the non-Euro Leg Payee's FI.

4.4.4 Payment of OCT Inst Inquiry related Fees

It is recommended that the Euro Leg-Based Payer's PSP settles such payments using the requirements defined in DS-11 (see section 4.5.11). To ensure a minimal standard in the Euro Leg, all Participants must implement DS-11 for those Euro Leg-Based Payer's PSPs wishing to use this feature.



4.5 Business Requirements for Datasets

The datasets are the following:

- DS-01** Customer-to-PSP OCT Inst Information
- DS-02** Inter-PSP OCT Inst Payment
- DS-03** OCT Inst Confirmation
- DS-04** OCT Inst Return
- DS-05** PSP-to-Customer OCT Inst Information
- DS-06** OCT Inst Recall
- DS-07** Response to OCT Inst Recall
- DS-08** OCT Inst Inquiry
- DS-09** Response-to-OCT Inst Inquiry
- DS-10** OCT Inst Transaction Status Investigation
- DS-11** Inter-PSP OCT Inst Inquiry Fee Payment
- DS-12** Positive Notification Message to the Payee



4.5.1 DS-01 Customer-to-PSP OCT Inst Information

Identification:	DS-01
Name:	Customer⁴-to-PSP OCT Inst Information
Description:	The following list of attributes represents the full range of data which may be provided by the Euro Leg-Based Payer to the Euro Leg-Based Payer's PSP for an outgoing OCT Inst Instruction, and transported subject to the agreement between the Payer and the Euro Leg-Based Payer's PSP, under the Scheme via Dataset DS-02.
Attributes contained	<ul style="list-style-type: none"> • P001 The name of the Payer • P003 The Proxy/Alias of the Payment Account of the Payer • P004 The Payer identification code • P005 The address of the Payer • P006 The name of the Payer Reference Party • P007 The identification code of the Payer Reference Party • P008 The address of the Payer Reference Party • E001 The name of the Payee • E003 The Proxy/Alias of the Account of the Payee • E004 The address of the Payee • E005 The Payee identification code • E007 The name of the Payee Reference Party • E009 The address of the Payee Reference Party • E010 The identification code of the Payee Reference Party • D001 The IBAN of the Payment Account of the Payer • D003 The type of the Payment Account of the Payer • D004 The currency of the Payment Account of the Payer • C001 The unique identifier of the Account of the Payee • C002 The Identification Code of the non-Euro Leg Payee's FI • C003 The type of the Account of the Payee • C004 The currency of the Account of the Payee • C005 The name of the non-Euro Leg Payee's FI • C006 The address of the non-Euro Leg Payee's FI • T001 The identification code of the Scheme • T002 The amount of the OCT Inst in euro • T003 The Initial Amount of the OCT Inst ordered by the Payer • T004 Currency of the Initial Amount • T006 Charge bearer • T007 The purpose of the OCT Inst

⁴ The word 'Customer' must be read as 'Payment Service User' as defined in chapter 7.



Identification:	DS-01
Name:	Customer⁴-to-PSP OCT Inst Information
	<ul style="list-style-type: none"> • T008 The category purpose of the OCT Inst • T009 The remittance Information sent by the Payer to the Payee in the OCT Inst Instruction • T013 The Requested Execution Date and Time of the OCT Inst Instruction • T014 The Payer's reference of the OCT Inst • T016 Unique End-to-End Transaction Reference (UETR) • T020 The currency requested by the Payer for the funds in the non-Euro Leg
Technical characteristics	<p>From a business perspective, Customer-to-PSP OCT Inst Instructions may be initiated as single or Bulk payments.</p> <p>A single payment relates to one Payer's Payment Account to be debited by a specified amount, and one Payee's Account to be credited. A Bulk payment relates to one Payer's Payment Account to be debited for the total amount, and more than one Payee's Account to be credited, each for an individually specified amount. Rules for bulk presentation are beyond the scope of the Scheme.</p>
Rules applied:	<p>Only when the Euro Leg-Based Payer's PSP offers to its Payers an explicitly designed OCT Inst Instruction product supporting the service of accepting and processing electronically bundled Customer-to-PSP OCT Inst Instructions under this Scheme, the Euro Leg-Based Payer's PSP is obliged to accept at least but not exclusively Customer-to-PSP OCT Inst Instruction messages which follow the specifications defined in the OCT Inst Scheme Customer-to-PSP Implementation Guidelines covered in section 0.5.1, at the request of the Payer.</p> <p>Where any of the above attributes (except for AT-T008, see rules applied in DS-02) are provided by the Payer within a payment instruction, they must be transported by the Euro Leg-Based Payer's PSP to the Euro Leg Exit PSP in accordance with DS-02 subject to any overriding legal/regulatory requirements.</p> <p>Information relating to a Payer Reference Party and/or Payee Reference Party is included only for the purpose of assisting the Payer and/or Payee in managing their payments and is not required by the Euro Leg-Based Payer's PSP for the purpose of the execution of the payment to which the information relates.</p> <p>When the outgoing OCT Inst Instruction by the Euro Leg-Based Payer is in euro, only the attribute AT-T002 can be used. The attributes AT-T003 and AT-T004 are not be used in this case.</p> <p>When the outgoing OCT Inst Instruction by the Euro Leg-Based Payer is in a currency other than in euro, the attribute AT-T002 cannot be used. Only the attributes AT-T003 and AT-T004 can be used in this case.</p>
Remarks	<p>These attributes reflect business requirements and do not prescribe fields in the OCT Inst Scheme Customer-to-PSP Implementation Guidelines as defined in section 0.5.1.</p> <p>The attribute AT-T013 may include an Execution Date and Time.</p>



4.5.2 DS-02 Inter-PSP OCT Inst Payment

Identification	DS-02
Name:	Inter-PSP OCT Inst Payment
Description:	This dataset describes the content of the Inter-PSP Space payment message (mandatory unless otherwise indicated) and applies to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP and the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP for an incoming/ outgoing OCT Inst Transaction.
Attributes contained	<ul style="list-style-type: none"> • P001 The name of the Payer • P003 The Proxy/Alias of the Account/Payment Account of the Payer (optional) • P004 The Payer identification code (optional) • P005 The address of the Payer • P006 The name of the Payer Reference Party (optional) • P007 The identification code of the Payer Reference Party (optional) • P008 The address of the Payer Reference Party (optional) • E001 The name of the Payee • E003 The Proxy/Alias of the Payment Account/Account of the Payee (optional) • E004 The address of the Payee (optional) • E005 The Payee identification code (optional) • E007 The name of the Payee Reference Party (optional) • E009 The address of the Payee Reference Party (optional) • E010 The identification code of the Payee Reference Party (optional) • D001 The unique identifier of the Account/ Payment Account of the Payer • D002 The Identification Code of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP • D003 The type of the Account/ Payment Account of the Payer (optional) • D004 The currency of the Account/ Payment Account of the Payer (optional) • D005 The name of the non-Euro Leg Payer's FI (optional) • D006 The address of the non-Euro Leg Payer's FI (mandatory when AT-D005 is provided) • C001 The unique identifier of the Payment Account/ Account of the Payee • C002 The Identification Code of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI • C003 The type of the Payment Account/ Account of the Payee (optional) • C004 The currency of the Payment Account/ Account of the Payee (optional) • C005 The name of the non-Euro Leg Payee's FI (optional)



Identification	DS-02
Name:	Inter-PSP OCT Inst Payment
	<ul style="list-style-type: none"> • C006 The address of the non-Euro Leg Payee's FI (mandatory when AT-C005 is provided) • X001 The Identification Code of the Euro Leg Entry PSP (for incoming only) • X002 The Identification Code of the Euro Leg Exit PSP (for outgoing only) • X003 The Identification Code of the Intermediary FI(s) of the non-Euro Leg Payer's FI (optional) • X004 The name of the Intermediary FI(s) of the non-Euro Leg Payer's FI (optional) • X005 The address of the Intermediary FI(s) of the non-Euro Leg Payer's FI (mandatory when AT-X004 is provided) • T001 The identification code of the Scheme • T002 The amount of the OCT Inst in euro • T003 The Initial Amount of the OCT Inst ordered by the Payer (optional) • T004 Currency of the Initial Amount (optional) • T005 Currency exchange rate applied on the Initial Amount (optional) • T006 Charge bearer • T007 The purpose of the OCT Inst (optional) • T008 The category purpose of the OCT Inst (optional) • T009 The Remittance Information (optional) • T014 The Payer's reference of the OCT Inst • T016 Unique End-to-End Transaction Reference (UETR) (optional) • T020 The currency requested by the Payer for the funds in the non-Euro Leg (optional) • T051 The Settlement Date of the Euro Leg of the OCT Inst • T053 Regulatory reporting (optional) • T054 The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP reference of the OCT Inst message • T056 Euro Leg Time Stamp of the OCT Inst • T057 Non-Euro Leg Time Stamp of the OCT Inst (optional, for incoming only) • T058 The amount of the OCT Inst charges (optional) • T059 The party that levies the OCT Inst charges (optional)
Technical characteristics	From a business perspective, Inter-PSP OCT Inst Transactions are always considered to be single payments, each containing one Payer's Account/ Payment Account and one Payee's Payment Account/ Account. The use of term "Bulk Payments" in the inter-PSP Space refers to the physical layer of the OCT Inst Scheme Inter-PSP Implementation Guidelines (see section 0.5.1).
Rules applied:	Where a Payer has provided information in a specific payment instruction relating to an optional DS-02 field (with the exception of AT-T008), this field will be



Identification	DS-02
Name:	Inter-PSP OCT Inst Payment
	<p>populated in the Inter-PSP OCT Inst Payment message, subject to any overriding legal/ regulatory requirements.</p> <p>Regarding AT-T008, when the agreement between the Euro Leg-Based Payer and the Euro Leg-Based Payer's PSP only involves a specific processing at the Euro Leg-Based Payer's PSP level, the Euro Leg-Based Payer's PSP is not obliged to send AT-T008 to the Euro Leg Exit PSP as part of DS-02.</p>
Remarks	These attributes reflect business requirements and do not prescribe fields in the OCT Inst Scheme Inter-PSP Implementation Guidelines as defined in section 0.5.1.

4.5.3 DS-03 OCT Inst Confirmation

Identification	DS-03
Name	OCT Inst Confirmation
Description	<p>This dataset describes the content of a positive or a negative confirmation message on an OCT Inst message to be sent Instantly by the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.</p> <p>This dataset is also used when <u>the CSM</u> of the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP must send Instantly a negative confirmation message to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP (and to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP) in case this CSM has not received any confirmation message from the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP on the initial OCT Inst within the hard time-out deadline after the Euro Leg Time Stamp.</p>
Attributes contained	<p>Negative confirmation message (RJCT code)</p> <ul style="list-style-type: none"> • D002 The Identification Code of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP • X001 The Identification Code of the Euro Leg Entry PSP (for incoming only) • T014 The Payer's reference of the OCT Inst • T016 Unique End-to-End Transaction Reference (UETR) (optional) • T054 The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP reference of the OCT Inst message • R001 The type of "R" message • R002 The identification of the type of Actor initiating the "R" message • R003 The specific reference of the Actor initiating the Reject • R004 The reason code for non-acceptance of the OCT Inst <p>Positive confirmation message (ACCP code)</p> <ul style="list-style-type: none"> • D002 The Identification Code of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP • X001 The Identification Code of the Euro Leg Entry PSP (incoming only) • T014 The Payer's reference of the OCT Inst



Identification	DS-03
Name	OCT Inst Confirmation
	<ul style="list-style-type: none"> • T016 Unique End-to-End Transaction Reference (UETR) (optional) • T054 The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP reference of the OCT Inst message • T055 The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP reference of the OCT Inst

4.5.4 DS-04 OCT Inst Return

Identification	DS-04
Name:	OCT Inst Return
Description:	<p>This dataset describes the content of a Return to an OCT Inst in the Euro Leg. The attributes are mandatory unless otherwise indicated.</p> <p>The Reject to an OCT Inst in the Euro Leg is covered in section 4.5.3.</p>
Attributes contained	<ul style="list-style-type: none"> • T016 Unique End-to-End Transaction Reference (UETR) (optional) • R001 The type of "R" message • R002 The identification of the type of Actor initiating the "R" message • R003 The specific reference of the Actor initiating the OCT Inst Return • R004 The reason code for non-acceptance of the OCT Inst • R005 The Settlement Date for the OCT Inst Return • R006 The amount of the OCT Inst Return in euro • R007 The fee applied for the OCT Inst Return in euro (optional) • An exact copy of all the attributes of the received DS-02 which is being returned/rejected

4.5.5 DS-05 PSP-to-Customer OCT Inst Information

Identification	DS-05
Name:	PSP-to-Customer⁵ OCT Inst Information
Description:	Description of the minimum information that a Euro Leg-Based Payee's PSP needs to make available to the Euro Leg-Based Payee.
Attributes contained:	<ul style="list-style-type: none"> • P001 The name of the Payer • P003 The Proxy/Alias of the Account of the Payer (optional) • P004 The Payer identification code • P005 The address of the Payer • P006 The name of the Payer Reference Party (optional) • P007 The identification code of the Payer Reference Party (optional) • P008 The address of the Payer Reference Party (optional)

⁵ The word 'Customer' must be read as 'Payment Service User' as defined in chapter 7.



Identification	DS-05
Name:	PSP-to-Customer ⁵ OCT Inst Information
	<ul style="list-style-type: none"> • E001 The name of the Payee • E003 The Proxy/Alias of the Payment Account of the Payee (optional) • E005 The Payee identification code • E007 The name of the Payee Reference Party (optional) • E009 The address of the Payee Reference Party (optional) • E010 The identification code of the Payee Reference Party (optional) • D001 The unique identifier of the Account of the Payer (optional) • D002 The Identification Code of the non-Euro Leg Payer's FI • D005 The name of the non-Euro Leg Payer's FI • D006 The address of the non-Euro Leg Payer's FI • C001 The unique identifier of the Payment Account of the Payee • T002 The amount of the OCT Inst in euro • T003 The Initial Amount of the OCT Inst ordered by the Payer (optional) • T004 Currency of the Initial Amount (optional) • T007 The purpose of the OCT Inst (optional) • T009 The Remittance Information (optional) • T014 The Payer's reference of the OCT Inst • T016 Unique End-to-End Transaction Reference (UETR) (optional) • T051 The Settlement Date of the Euro Leg of the OCT Inst (optional) • T058 The amount of the OCT Inst charges (optional) • T059 The party that levies the OCT Inst charges (optional)



Identification	DS-05
Name:	PSP-to-Customer⁵ OCT Inst Information
Rules applied:	<p>Where any of the above attributes, optional or not, are present in an Inter-PSP Payment message (DS-02) the contents must be made available in full by the Euro Leg-Based Payee's PSP to the Payee, subject to any prior agreement to the contrary.</p> <p>Where the Payee and Euro Leg-Based Payee's PSP have an explicit agreement regarding the deduction of charges then the amount of the charges will be made clear to the Payee.</p> <p>A Euro Leg-Based Payee's PSP may drop received extended Reference Party information (attributes P006, P007, P008, E007, E010, E009 and T007) and not make it available to a Payee who uses an interface which does not comply with the ISO 20022 XML standard.</p> <p>With respect to AT-T009, the European Association of Corporate Treasurers (EACT) has developed a standard for formatting the contents of the unstructured remittance information. The standard specifies the elements enabling the automated payment processing between business partners. Further information on this standard can be found on the following EACT website (reference [7]).</p>
Remarks:	These attributes reflect business requirements. This message cannot be confused with the dataset DS-12 Positive Notification Message to the Payee.

4.5.6 DS-06 OCT Inst Recall

Identification	DS-06
Name:	OCT Inst Recall
Description:	This dataset contains the messages for description of the minimum information that a Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP needs to make available to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP.
Attributes contained:	<ul style="list-style-type: none"> • R002 Identification of the type of Actor initiating the "R" message • R051 The OCT Inst Recall reason code • R052 Additional Information to AT-R051 The OCT Inst Recall reason code • R053 The specific reference of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP initiating the OCT Inst Recall • T002 The amount of the OCT Inst in euro • T016 Unique End-to-End Transaction Reference (UETR) (optional) • An exact copy of the original Inter-PSP payment dataset (DS-02) which is being recalled
Remarks:	<p>Except for AT-R052, these attributes reflect business requirements and do not prescribe fields in the OCT Inst Scheme Inter-PSP Implementation Guidelines as defined in section 0.5.</p> <p>In case the Request for Status Update is used, a clear reference to the original OCT Inst Recall needs to be provided beside the copy of DS-02.</p>



4.5.7 DS-07 Response to OCT Inst Recall

Identification	DS-07
Name:	Response to OCT Inst Recall
Description:	This dataset contains the message description for sending the response to an OCT Inst Recall (DS-06) by the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.
Attributes contained:	<p>Positive response for an OCT Inst Recall</p> <ul style="list-style-type: none"> • R001 The type of "R" message • R002 The identification of the type of Actor initiating the "R" message • R053 The specific reference of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP initiating the OCT Inst Recall • R054 The returned amount of the positive response to the OCT Inst Recall in euro • R055 The fee for the positive response to the OCT Inst Recall in euro (optional) • R056 The Settlement Date for the positive response to the OCT Inst Recall • T016 Unique End-to-End Transaction Reference (UETR) (optional) • An exact copy of the original Inter-PSP Payment dataset (DS-02) which is being recalled <p>Negative response for an OCT Inst Recall</p> <ul style="list-style-type: none"> • R053 The specific reference of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP initiating the OCT Inst Recall • R057 Reason code for non-acceptance of the OCT Inst Recall • T016 Unique End-to-End Transaction Reference (UETR) (optional) • An exact copy of the original Inter-PSP Payment dataset (DS-02) which is being recalled
Remarks:	These attributes reflect business requirements and do not prescribe fields in the OCT Inst Scheme Inter-PSP Implementation Guidelines as defined in section 0.5.1.

4.5.8 DS-08 OCT Inst Inquiry

Identification	DS-08
Name:	OCT Inst Inquiry
Description:	This dataset contains the attributes describing the minimum information that a Participant needs to make available in an OCT Inst Inquiry.
Attributes contained:	<ul style="list-style-type: none"> • Q001 The OCT Inst Inquiry reason code • Q002 The specific OCT Inst Inquiry reference of the Participant initiating the OCT Inst Inquiry • Q003 Additional Information to AT-Q001 OCT Inst Inquiry reason code • T016 Unique End-to-End Transaction Reference (UETR) (optional)



Identification	DS-08
Name:	OCT Inst Inquiry
	<ul style="list-style-type: none"> An exact copy of the original Inter-PSP Inst Payment (DS-02) which the OCT Inst Inquiry relates to
Remarks:	<p>These attributes reflect business requirements and do not prescribe fields in the OCT Inst Scheme Inter-PSP Implementation Guidelines as defined in section 0.5.1.</p> <p>In case the OCT Inst Inquiry reason code 'Request for Status Update' is used, an exact copy of the initial OCT Inst Inquiry needs to be provided instead of the copy of DS-02.</p>

4.5.9 DS-09 Response-to-OCT Inst Inquiry

Identification	DS-09
Name:	Response-to-OCT Inst Inquiry
Description:	This dataset contains the attributes for describing the response to an OCT Inst Inquiry from the Participant whom the OCT Inst Inquiry has been addressed to.
Attributes contained:	<p>Response to Claim of Non-Receipt</p> <ul style="list-style-type: none"> Q002 The specific OCT Inst Inquiry reference of the Participant initiating the OCT Inst Inquiry Q004 Non-receipt of the OCT Inst/ non-execution due to regulatory reason Q007 Fee for handling the OCT Inst Inquiry (optional) Q009 Reference of the Euro Leg Exit PSP for the OCT Inst Inquiry fee payment Q014 Timespan allowed to make the Claim has been exceeded or cannot be supported in the non-Euro Leg T016 Unique End-to-End Transaction Reference (UETR) (optional) T052 The Settlement Date of the non-Euro Leg of the OCT Inst An exact copy of the original Inter-PSP OCT Inst Payment (DS-02) which the OCT Inst Inquiry relates to
Remarks	These attributes reflect business requirements and do not prescribe fields in the OCT Inst Scheme Inter-PSP Implementation Guidelines as defined in section 0.5.1.

4.5.10 DS-10 OCT Inst Transaction Status Investigation

Identification	DS-10
Name	OCT Inst Transaction Status Investigation
Description	This dataset describes the content of the OCT Inst status investigation message that the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP may send in case it has not received a confirmation message within 5 seconds after the time-out deadline defined in section 4.2.3.1/ 4.2.3.2.
Attributes contained	<ul style="list-style-type: none"> T014 The Payer's reference of the OCT Inst T016 Unique End-to-End Transaction Reference (UETR) (optional)



Identification	DS-10
Name	OCT Inst Transaction Status Investigation
	<ul style="list-style-type: none"> • T054 The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP reference of the OCT Inst message • T056 Euro Leg Time Stamp of the OCT Inst

4.5.11 DS-11 Inter-PSP OCT Inst Inquiry Fee Payment

Identification:	DS-11
Name:	Inter-PSP OCT Inst Inquiry Fee Payment
Description	This dataset contains the attributes for the payment of an Inter-PSP OCT Inst Inquiry fee by the Euro Leg-Based Payer's PSP to the Euro Leg Exit PSP.
Attributes contained:	<ul style="list-style-type: none"> • D002 The Identification Code of the Euro Leg-Based Payer's PSP • C002 The Identification Code of the non-Euro Leg Payee's FI • Q002 The specific OCT Inst Inquiry reference of the Participant initiating the OCT Inst Inquiry • Q007 Fee for handling the OCT Inst Inquiry • Q008 The unique identifier of the account to be credited at the Euro Leg Exit PSP • Q009 Reference of the Euro Leg Exit PSP for the OCT Inst Inquiry fee payment • Q010 The Settlement Date of the OCT Inst Inquiry fee amount • Q011 Category purpose of the OCT Inst Inquiry fee payment • Q012 The unique identifier of the account to be debited at the Euro Leg-Based Payer's PSP • T001 The identification code of the Scheme
Rules applied:	The dataset settles the OCT Inst Inquiry fee payment for a single OCT Inst Inquiry case or for multiple OCT Inst Inquiry cases.

4.5.12 DS-12 Positive Notification Message to the Payee

Identification	DS-12
Name	Positive Notification Message to the Payee
Description	Description of the minimum information that a Euro Leg-Based Payee's PSP sends in the positive notification message to the Euro Leg-Based Payee.
Attributes contained	<ul style="list-style-type: none"> • P001 The name of the Payer • P004 The Payer identification code • P005 The address of the Payer • P006 The name of the Payer Reference Party (optional) • P007 The identification code of the Payer Reference Party (optional) • E001 The name of the Payee



Identification	DS-12
Name	Positive Notification Message to the Payee
	<ul style="list-style-type: none"> • E007 The name of the Payee Reference Party (optional) • C001 The unique identifier of the Payment Account of the Payee • T002 The amount of the OCT Inst in euro • T003 The Initial Amount of the OCT Inst ordered by the Payer (optional) • T004 Currency of the Initial Amount (optional) • T007 The purpose of the OCT Inst (optional) • T009 The remittance Information sent by the Payer to the Payee in the OCT Inst Instruction (optional) • T014 The Payer's reference of the OCT Inst • T081 The identification of the Credit Notification • T082 The value date of the credit on the Payee's Payment Account
Rules applied	<p>Where any of the above attributes, optional or not, are present in an inter-PSP OCT Inst payment (DS-02) the contents must be made available in full by the Euro Leg-Based Payee's PSP to the Payee, subject to any prior agreement to the contrary.</p> <p>Where the Payee and Euro Leg-Based Payee's PSP have an explicit agreement regarding the deduction of charges then the amount of the charges will be made clear to the Payee.</p>
Remarks	These attributes reflect business requirements. This message cannot be confused with the dataset DS-05 PSP-to-Customer OCT Inst Information.



4.6 Business Requirements for Attributes

This section defines the business requirements for the attributes used by the Scheme. The attributes used in the OCT Inst datasets are described below. Attribute numbering is as follows:

AT-**P**xxx for attributes related to the **P**ayer;

AT-**E**xxx for attributes related to the **E**payee;

AT-**D**xxx for attributes related to the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP ('Debtor agent');

AT-**C**xxx for attributes related to the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI ('Creditor agent');

AT-**X**xxx for attributes related to other PSPs or FIs involved in the OCT Inst Transaction;

AT-**T**xxx for attributes related to OCT Inst Transaction;

AT-**Q**xxx for attributes related to **I**nquiries;

AT-**R**xxx for attributes related to OCT Inst **R**-transactions and responses to such R-transactions.

This numbering is only for cross referencing purposes within the Scheme.

<u>Nbr</u>	<u>Name</u>
AT-P001	The name of the Payer
AT-P003	The Proxy/Alias of the Payment Account/Account of the Payer
AT-P004	The Payer identification code
AT-P005	The address of the Payer
AT-P006	The name of the Payer Reference Party
AT-P007	The identification code of the Payer Reference Party
AT-P008	The address of the Payer Reference Party
AT-E001	The name of the Payee
AT-E003	Proxy/Alias of the Payment Account/Account of the Payee
AT-E004	The address of the Payee
AT-E005	The Payee identification code
AT-E007	The name of the Payee Reference Party
AT-E009	The address of the Payee Reference Party
AT-E010	The identification code of the Payee Reference Party
AT-D001	The unique identifier of the Account/ Payment Account of the Payer
AT-D002	The Identification Code of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP
AT-D003	The type of the Account/ Payment Account of the Payer
AT-D004	The currency of the Account/ Payment Account of the Payer
AT-D005	The name of the non-Euro Leg Payer's FI
AT-D006	The address of the non-Euro Leg Payer's FI
AT-C001	The unique identifier of the Payment Account/ Account of the Payee
AT-C002	The Identification Code of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI



<u>Nbr</u>	<u>Name</u>
AT-C003	The type of the Payment Account/ Account of the Payee
AT-C004	The currency of the Payment Account/ Account of the Payee
AT-C005	The name of the non-Euro Leg Payee's FI
AT-C006	The address of the non-Euro Leg Payee's FI
AT-X001	The Identification Code of the Euro Leg Entry PSP
AT-X002	The Identification Code of the Euro Leg Exit PSP
AT-X003	The Identification Code of the Intermediary FI(s) of the non-Euro Leg Payer's FI
AT-X004	The name of the Intermediary FI(s) of the non-Euro Leg Payer's FI
AT-X005	The address of the Intermediary FI(s) of the non-Euro Leg Payer's FI
AT-T001	The identification code of the Scheme
AT-T002	The amount of the OCT Inst in euro
AT-T003	The Initial Amount of the OCT Inst ordered by the Payer
AT-T004	Currency of the Initial Amount
AT-T005	Currency exchange rate applied on the Initial Amount
AT-T006	Charge bearer
AT-T007	The purpose of the OCT Inst
AT-T008	The category purpose of the OCT Inst
AT-T009	The remittance Information sent by the Payer to the Payee in the OCT Inst Instruction
AT-T013	The Requested Execution Date and Time of the OCT Inst Instruction
AT-T014	The Payer's reference of the OCT Inst
AT-T016	Unique End-to-End Transaction Reference (UETR)
AT-T020	The currency requested by the Payer for the funds in the non-Euro Leg
AT-T051	The Settlement Date of the Euro Leg of the OCT Inst
AT-T052	The Settlement Date of the non-Euro Leg of the OCT Inst
AT-T053	Regulatory reporting
AT-T054	The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP reference of the OCT Inst message
AT-T055	The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP reference of the OCT Inst
AT-T056	Euro Leg Time Stamp of the OCT Inst
AT-T057	Non-Euro Leg Time Stamp of the OCT Inst
AT-T058	The amount of the OCT Inst charges
AT-T059	The party that levies the OCT Inst charges
AT-T081	The identification of the Credit Notification
AT-T082	The value date of the credit on the Payee's Payment Account
AT-Q001	The OCT Inst Inquiry reason code



<u>Nbr</u>	<u>Name</u>
AT-Q002	The specific OCT Inst Inquiry reference of the Participant initiating the OCT Inst Inquiry
AT-Q003	Additional Information to AT-Q001 OCT Inst Inquiry reason code
AT-Q004	Non-receipt of the OCT Inst/ non-execution due to regulatory reason
AT-Q007	Fee for handling the OCT Inst Inquiry
AT-Q008	The unique identifier of the account to be credited at the Euro Leg Exit PSP
AT-Q009	Reference of the Euro Leg Exit PSP for OCT Inst Inquiry fee payment
AT-Q010	The Settlement Date of the OCT Inst Inquiry fee amount
AT-Q011	Category purpose of the OCT Inst Inquiry fee payment
AT-Q012	The unique identifier of the account to be debited at the Euro Leg-Based Payer's PSP
AT-Q014	Timespan allowed to make the Claim has been exceeded or cannot be supported in the non-Euro Leg
AT-R001	The type of "R" message
AT-R002	The identification of the type of Actor initiating the "R" message
AT-R003	The specific reference of the Actor initiating the Reject / OCT Inst Return
AT-R004	The reason code for non-acceptance of the OCT Inst
AT-R005	The Settlement Date for the OCT Inst Return
AT-R006	The amount of the Return in euro
AT-R007	The fee applied for the Return in euro
AT-R051	The OCT Inst Recall reason code
AT-R052	Additional information to AT-R051 The OCT Inst Recall reason code
AT-R053	The specific reference of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP initiating the OCT Inst Recall
AT-R054	The returned amount of the positive response to the OCT Inst Recall in euro
AT-R055	The fee for the positive response to the OCT Inst Recall in euro
AT-R056	The Settlement Date for the positive response to the OCT Inst Recall
AT-R057	The reason code for non-acceptance of the OCT Inst Recall



4.6.1 Attribute Details

Identification:	AT-P001
Name:	The name of the Payer
Description:	The information should reflect the name of the account holder being debited.

Identification:	AT-P003
Name:	Proxy/Alias of the Account/Payment Account of the Payer
Description:	An element supplied by the Payer.

Identification:	AT-P004
Name:	The Payer identification code
Description:	A code supplied by the Payer and to be delivered unaltered to the Payee.

Identification:	AT-P005
Name:	The address of the Payer
Description:	<p>The information should reflect the address of the account holder being debited.</p> <p>As of 23 November 2025, only a structured address is allowed. From that point in time onwards, the transmission of an unstructured address will no longer be permitted.</p>

Identification:	AT-P006
Name:	The name of the Payer Reference Party
Description:	<p>The name of a person or entity in relation to whom a Payer makes a payment.</p> <p>The Payer Reference Party is a person or entity on behalf of or in connection with whom the Payer purports to make a payment.</p> <p>Reference in any payment instruction to a Payer Reference Party does not imply that such party is a Payer or is contractually obliged or entitled in connection with any payment obligation.</p>

Identification:	AT-P007
Name:	The identification code of the Payer Reference Party
Description:	A code supplied by the Payer and to be delivered unaltered to the Payee.



Identification:	AT-P008
Name:	The address of the Payer Reference Party
Description:	<p>The information should reflect the address of a person or entity in relation to whom a Payer makes a payment.</p> <p>As of 23 November 2025, only a structured address is allowed. From that point in time onwards, the transmission of an unstructured address will no longer be permitted.</p>

Identification:	AT-E001
Name:	The name of the Payee
Description:	The name of the Payee as supplied by the Payer.

Identification:	AT-E003
Name:	Proxy/Alias of the Payment Account/Account of the Payee
Description:	An element supplied by the Payer.

Identification:	AT-E004
Name:	The address of the Payee
Description:	<p>The address of the Payee as supplied by the Payer.</p> <p>As of 23 November 2025, only a structured address is allowed. From that point in time onwards, the transmission of an unstructured address will no longer be permitted.</p>

Identification:	AT-E005
Name:	The Payee identification code
Description:	A code supplied by the Payer.

Identification:	AT-E007
Name:	The name of the Payee Reference Party
Description:	<p>The name of a person or entity in relation to whom a Payee receives a payment.</p> <p>The Payee Reference Party is a person or entity on behalf of or in connection with whom the Payee receives a payment.</p> <p>Reference in any payment instruction to a Payee Reference Party does not imply that such party is a Payee or is contractually obliged or entitled in connection with any payment obligation.</p>



Identification:	AT-E009
Name:	The address of the Payee Reference Party
Description:	<p>The information should reflect the address of a person or entity in relation to whom a Payee receives a payment.</p> <p>As of 23 November 2025, only a structured address is allowed. From that point in time onwards, the transmission of an unstructured address will no longer be permitted.</p>

Identification:	AT-E010
Name:	The identification code of the Payee Reference Party
Description:	A code supplied by the Payer and to be delivered unaltered to the Payee.

Identification:	AT-D001
Name:	The unique identifier of the Account/ Payment Account of the Payer
Description:	<p>For incoming OCT Inst: strong recommendation to use the IBAN as identifier of the Account of the Payer to be debited for the OCT Inst Instruction.</p> <p>For outgoing OCT Inst: The unique identifier of the Payment Account of the Payer to be debited for the OCT Inst Instruction must be the IBAN of that account. See Chapter 7 for the definition of the IBAN.</p>

Identification:	AT-D002
Name:	The Identification Code of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP
Description:	<p>For incoming OCT Inst: strong recommendation to use the BIC of the non-Euro Leg Payer's FI as identification code.</p> <p>For outgoing OCT Inst: the identification code of the Euro Leg-Based Payer's PSP must be the BIC. See Chapter 7 for the definition of the BIC.</p>

Identification:	AT-D003
Name:	The type of the Account/ Payment Account of the Payer
Description:	The type of the Account/ Payment Account as transmitted by the counterparty.

Identification:	AT-D004
Name:	The currency of the Account/ Payment Account of the Payer
Description:	The currency in which the Account/ Payment Account of the Payer is denominated.



Identification:	AT-D005
Name:	The name of the non-Euro Leg Payer's FI
Description:	The information should reflect the name of the non-Euro Leg Payer's FI in case AT-D002 includes another value than the BIC.

Identification:	AT-D006
Name:	The address of the non-Euro Leg Payer's FI
Description:	<p>The information should reflect the address of the non-Euro Leg Payer's FI. When AT-D005 is provided, then AT-D006 must be provided.</p> <p>As of 23 November 2025, only a structured address is allowed. From that point in time onwards, the transmission of an unstructured address will no longer be permitted.</p>

Identification:	AT-C001
Name:	The unique identifier of the Payment Account/ Account of the Payee
Description:	<p>For outgoing OCT Inst: strong recommendation to use the IBAN as identifier of the Account of the Payee to be credited for the OCT Inst Instruction.</p> <p>For incoming OCT Inst: the unique identifier of the Payment Account of the Payee to be credited must be the IBAN of that account. See Chapter 7 for the definition of the IBAN.</p>

Identification:	AT-C002
Name:	The Identification Code of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI
Description:	<p>For incoming OCT Inst: the identification code of the Euro Leg-Based Payee's PSP must be the BIC. See Chapter 7 for the definition of the BIC.</p> <p>For outgoing OCT Inst: strong recommendation to use the BIC of the non-Euro Leg Payee's FI as identification code.</p>

Identification:	AT-C003
Name:	The type of the Payment Account/ Account of the Payee
Description:	The type of the Account/ Payment Account as transmitted by the counterparty.

Identification:	AT-C004
Name:	The currency of the Payment Account/ Account of the Payee
Description:	The currency in which the Payment Account/ Account of the Payee is denominated. This attribute is mainly provided for outgoing OCTs.



Identification:	AT-C005
Name:	The name of the non-Euro Leg Payee's FI
Description:	The information should reflect the name of the non-Euro Leg Payee's FI in case AT-C002 includes another value than the BIC.

Identification:	AT-C006
Name:	The address of the non-Euro Leg Payee's FI
Description:	<p>The information should reflect the address of the non-Euro Leg Payee's FI. When AT-C005 is provided, then AT-C006 must be provided.</p> <p>As of 23 November 2025, only a structured address is allowed. From that point in time onwards, the transmission of an unstructured address will no longer be permitted.</p>

Identification:	AT-X001
Name:	The Identification Code of the Euro Leg Entry PSP
Description:	Applies for incoming OCT Inst only. The identification code of the Euro Leg Entry PSP must be the BIC. See Chapter 7 for the definition of the BIC.

Identification:	AT-X002
Name:	The Identification Code of the Euro Leg Exit PSP
Description:	Applies for outgoing OCT Inst only. The identification code of the Euro Leg Exit PSP must be the BIC. See Chapter 7 for the definition of the BIC.

Identification:	AT-X003
Name:	The Identification Code of the Intermediary FI(s) of the non-Euro Leg Payer's FI
Description:	For incoming OCT Inst: strong recommendation to use the BIC of the Intermediary FI(s) of the non-Euro Leg Payer's FI as identification code.

Identification:	AT-X004
Name:	The name of the Intermediary FI(s) of the non-Euro Leg Payer's FI
Description:	The information should reflect the name of the Intermediary FI(s) of the non-Euro Leg Payer's FI in case AT-X003 includes another value than the BIC.



Identification:	AT-X005
Name:	The address of the Intermediary FI(s) of the non-Euro Leg Payer's FI
Description:	The information should reflect the address of the Intermediary FI(s) of the non-Euro Leg Payer's FI. When AT-X004 is provided, then AT-X005 must be provided. As of 23 November 2025, only a structured address is allowed. From that point in time onwards, the transmission of an unstructured address will no longer be permitted.

Identification:	AT-T001
Name:	The identification code of the Scheme
Description:	To differentiate OCT Inst Instructions from those of any other set of Scheme, arrangement, payment scheme or system sharing common logical and physical models.

Identification:	AT-T002
Name:	The amount of the OCT Inst in euro
Description:	The amount contains two parts, the first is expressed in euro, and the second is expressed in euro cents. The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed. The section 2.4 sets a value limit per OCT Inst Instruction.

Identification:	AT-T003
Name:	The Initial Amount of the OCT Inst ordered by the Payer
Description:	The Initial Amount initiated by the Payer for the OCT Inst. For outgoing OCT Inst, the Euro Leg-Based Payer's PSP will provide this information only when it makes the Currency Conversion from that currency into euro.

Identification:	AT-T004
Name:	Currency of the Initial Amount
Description:	The currency of the Initial Amount referred to in AT-T003 if different from euro.

Identification:	AT-T005
Name:	Currency exchange rate applied on the Initial Amount
Description:	The exchange rate used to convert the Initial Amount referred to in AT-T003, in a euro amount if necessary.

Identification:	AT-T006
Name:	Charge bearer
Description:	The charge option as specified by the Payer about the party that will bear all costs for the OCT Inst. The range of options is



Identification:	AT-T006
Name:	Charge bearer
	<ul style="list-style-type: none"> • DEBT: to be borne by the Payer • CRED: to be borne by the Payee • SHAR: to be borne by both the Payer and the Payee

Identification:	AT-T007
Name:	The purpose of the OCT Inst
Description:	The purpose of the OCT Inst is the underlying reason for the OCT Inst, i.e. information on the nature of such transfer.
Value range:	All codes part of the ISO standard are accepted.

Identification:	AT-T008
Name:	The category purpose of the OCT Inst
Description:	The category purpose of the OCT Inst is information on the high-level nature of the Transaction. It can have different goals: allow the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP to offer a specific processing agreed with the Payer, or allow the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI to apply a specific processing.
Value range:	All codes part of the ISO standard are accepted.



Identification:	AT-T009
Name:	The remittance Information sent by the Payer to the Payee in the OCT Inst Instruction
Description:	<p>A maximum of 140 characters for unstructured Remittance Information.</p> <p>The European Association of Corporate Treasurers (EACT) has developed a standard for formatting the contents of the unstructured remittance information. The standard specifies the elements enabling the automated payment processing between business partners. Further information on this standard can be found on the following EACT website (reference [7]).</p> <p>The 140 characters unstructured Remittance Information should be used for storing the data elements described in the standard <u>or</u> structured Remittance Information of a maximum of 140 characters according to detailed rules to be defined.</p> <p>EPC recommends Payees to adopt the ISO standard (reference [5]) for a 'Structured creditor reference to the remittance information' identified in the Scheme as 'structured creditor reference' as the preferred remittance data convention for identifying payment referring to a single invoice, to be part of the structured remittance information.</p> <p>When the Payer provides an OCT Inst Instruction with a Structured Creditor Reference, it is recommended that the Euro Leg-Based Payer's PSP checks the correctness of the Structured Creditor Reference at the point of capture by the Payer.</p>

Identification:	AT-T013
Name:	The Requested Execution Date and Time of the OCT Inst Instruction
Description:	<p>This date and time correspond with a date and time requested by a Payer for commencing the execution of the OCT Inst Instruction as described in section 4.2.1. This is the moment at which the execution of the OCT Inst Instruction will commence (not: finish).</p>

Identification:	AT-T014
Name:	The Payer's reference of the OCT Inst
Description:	<p>This reference identifies for a given Payer each OCT Inst presented to the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP, in a unique way. This number will be transmitted in the entire process of the handling of the OCT Inst from acceptance until the finality of the transfer.</p> <p>It must be returned in any exception handling process-step by any party involved. The Payer cannot request for any other referencing information to be returned to him, in order to identify an OCT Inst. The Payer must define the internal structure of this reference; it can only be expected to be meaningful to the Payer.</p>
Value range:	If no reference is provided by the Payer, this attribute has default value "Not provided".



Identification:	AT-T016
Name:	Unique End-to-End Transaction Reference (UETR)
Description:	The unique reference of the OCT Inst Transaction to be delivered unaltered from the Payer/ non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP to the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI.

Identification:	AT-T020
Name:	The currency requested by the Payer for the funds in the non-Euro Leg
Description:	<p>This optional attribute for an outgoing OCT Inst Transaction indicates to the Euro Leg Exit PSP in which currency the Payer requests the funds to be forwarded to the Payee in the non-Euro Leg.</p> <p>The support for such attribute is subject to a service level agreement between the Euro Leg-Based Payer's PSP and the Euro Leg Exit PSP.</p>
Value range	All currency codes part of the ISO standard are accepted.

Identification:	AT-T051
Name:	The Settlement Date of the Euro Leg of the OCT Inst
Description:	<p>The date on which obligations with respect to a funds transfer between the Euro Leg Entry PSP/Euro Leg-Based Payer's PSP and the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP are discharged.</p> <p>In the message from the Euro Leg Entry PSP/Euro Leg-Based Payer's PSP, it contains the requested Settlement Date of the Euro Leg, whereas in the message delivered to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP, it contains the Settlement Date of the Euro Leg applied.</p>

Identification:	AT-T052
Name:	The Settlement Date of the non-Euro Leg of the OCT Inst
Description:	<p>The date on which obligations with respect to a funds transfer between the Euro Leg Exit PSP and the non-Euro Leg Payee's FI are discharged.</p> <p>In the message from the Euro Leg Exit PSP to the Euro Leg-Based Payer's PSP, it contains the Settlement Date of the non-Euro Leg applied.</p>

Identification:	AT-T053
Name:	Regulatory reporting
Description:	Information needed due to regulatory and statutory requirements.



Identification:	AT-T054
Name:	The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP reference of the OCT Inst message
Description:	The reference of the OCT Inst Transaction given by the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP, which is to be delivered unaltered to the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI.

Identification:	AT-T055
Name:	The Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP reference of the OCT Inst
Description:	The reference of the OCT Inst Transaction given by the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP, which is to be delivered unaltered to the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP.

Identification:	AT-T056
Name:	Euro Leg Time Stamp of the OCT Inst
Description:	This Time Stamp defines the start of the maximum execution time defined in section 4.2.3.1/ 4.2.3.2 and is inserted by the Euro Leg Entry PSP/ Euro Leg-Based Payer's PSP. The Time Stamp must be unambiguous and at least include seconds.

Identification:	AT-T057
Name:	Non-Euro Leg Time Stamp of the OCT Inst
Description:	This Time Stamp defines the start of the maximum execution time that may be defined in the non-Euro Leg.

Identification:	AT-T058
Name:	The amount of the OCT Inst charges
Description:	<p>The amount of the OCT Inst charges in euro borne by the Payer, the Payee or both.</p> <p>For the Euro Leg of an outgoing OCT Inst, this attribute is used only when the charges are to be borne by the Payee (CRED).</p> <p>For the Euro Leg of an incoming OCT Inst, this attribute is used only when the charges are to be borne by the Payee (CRED), or by both the Payee and the Payer (SHAR).</p>

Identification:	AT-T059
Name:	The party that levies the OCT Inst charges
Description:	<p>The party that levies the charges for the OCT Inst.</p> <p>For the Euro Leg of an outgoing OCT Inst, this attribute is used only when the charges are to be borne by the Payee (CRED).</p>



Identification:	AT-T059
Name:	The party that levies the OCT Inst charges
	<p>For the Euro Leg of an incoming OCT Inst, this attribute is used only when the charges are to be borne by the Payee (CRED), or by both the Payee and the Payer (SHAR).</p> <p>The following parties can levy the charges:</p> <ul style="list-style-type: none"> • The non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP • The Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI • Both the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP and the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI

Identification:	AT-T081
Name:	The identification of the Credit Notification
Description:	The credit notification informs the Payee about new Funds Made Available on his/her Payment Account.
Value range:	<ul style="list-style-type: none"> • Credit Notification (CRDT)

Identification:	AT-T082
Name:	The value date of the credit on the Payee's Payment Account
Description:	The date when the Funds are credited on the Payment Account. In general, this should be identical to the Settlement Date of the OCT Inst.

Identification:	AT-Q001
Name:	The OCT Inst Inquiry reason code
Description:	This code explains the reason for making an OCT Inst Inquiry. It is defined by the Participant who initiates the OCT Inst Inquiry.
Value range:	<p>Codes are:</p> <ul style="list-style-type: none"> • Claim of Non-Receipt • Request for Status Update (Tracer) <p>The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO code should be used for each of the above-mentioned reasons under an OCT Inst Inquiry.</p>

Identification:	AT-Q002
Name:	The specific OCT Inst Inquiry reference of the Participant initiating the OCT Inst Inquiry
Description:	This reference is determined by the Participant that initiates the OCT Inst Inquiry on the initial OCT Inst Transaction/ initial OCT Inst Inquiry. It must be forwarded to the Participant whom the OCT Inst Inquiry is addressed to.



Identification:	AT-Q003
Name:	Additional Information to AT-Q001 OCT Inst Inquiry reason code
Description:	The Participant may use this attribute for including additional information on AT-Q001. The text shall be in a comprehensible language to the Participant receiving the OCT Inst Inquiry who is obliged to act upon this information received.

Identification:	AT-Q004
Name:	Non-receipt of the OCT Inst / non-execution due to regulatory reason
Description:	<p>In response to the “Claim of Non-Receipt” OCT Inst Inquiry from the Euro Leg-Based Payer’s PSP, the Euro Leg Exit PSP reports that</p> <ul style="list-style-type: none"> • It has not received the initial OCT Inst Transaction; • The Account of the Payee could not be credited due to regulatory reasons (if the Euro Leg Exit PSP is allowed to communicate such reason under the applicable legislation); or • It has already sent an OCT Inst Reject or OCT Inst Return for this OCT Inst Transaction.

Identification:	AT-Q007
Name:	Fee for handling the OCT Inst Inquiry
Description:	It is an optional attribute for the Euro Leg Exit PSP when responding to a ‘Claim of Non-Receipt’ Inquiry.

Identification:	AT-Q008
Name:	The unique identifier of the account to be credited at the Euro Leg Exit PSP
Description:	<p>The IBAN used to uniquely identify the account in the books of a financial institution. The ISO standard 13616 applies.</p> <p>The concerned account is to be credited with the fees related to the handling of OCT Inst inquiry cases.</p>

Identification:	AT-Q009
Name:	Reference of the Euro Leg Exit PSP for the OCT Inst Inquiry fee payment
Description:	<p>The reference of the Inter-PSP fee payment given by the Euro Leg Exit PSP and relates to the handling of OCT Inst Inquiry cases.</p> <p>In case of a Response to Claim of Non-Receipt, the Euro Leg Exit PSP is only entitled to request an OCT Inst Inquiry fee.</p>



Identification:	AT-Q010
Name:	The Settlement Date of the OCT Inst Inquiry fee amount
Description:	The date on which obligations with respect to the fees related to the handling of OCT Inst Inquiry cases between the Euro Leg-Based Payer's PSP and the Euro Leg Exit PSP, are discharged.

Identification:	AT-Q011
Name:	Category purpose of the OCT Inst Inquiry fee payment
Description:	The category purpose of the OCT Inst Inquiry fee payment is information on the high-level nature of such payment.
Value range:	All appropriate codes part of the ISO standard are accepted.

Identification:	AT-Q012
Name:	The unique identifier of the account to be debited at the Euro Leg-Based Payer's PSP
Description:	<p>The IBAN used to uniquely identify the account in the books of a financial institution. The ISO standard 13616 applies.</p> <p>The concerned account is to be debited with the fees related to the handling of OCT Inst Inquiry cases.</p>

Identification:	AT-Q014
Name:	Timespan allowed to make the Claim has been exceeded or cannot be supported in the non-Euro Leg
Description:	<p>In response to an OCT Inst Inquiry, the Participant reports that</p> <ul style="list-style-type: none"> • The (claimed) debit date of the concerned OCT Inst Transaction being the subject of the OCT Inst Inquiry, lies beyond the period as defined in section 4.4.1 preceding the date at which the OCT Inst Inquiry was submitted. • The period as defined in section 4.4.1 during which the Inquiry claim can be made, is not supported in the non-Euro Leg.

Identification:	AT-R001
Name:	The type of "R" message
Description:	This code allows to identify the type of "R" message in the handling of the OCT Inst.
Value range:	<ul style="list-style-type: none"> • Reject • Return • Recall



Identification:	AT-R002
Name:	The identification of the type of Actor initiating the “R” message
Description:	This attribute contains a code identifying the type of Actor initiating the specific “R” message.
Value range:	<p>Values applying for Reject messages:</p> <ul style="list-style-type: none"> • Euro Leg-Based Payer’s PSP • CSM/Intermediary PSP in the Inter-PSP Space • Euro Leg-Based Payee’s PSP • Euro Leg Exit PSP <p>Values applying for Return messages:</p> <ul style="list-style-type: none"> • Euro Leg Exit PSP • Non-Euro Leg Payee’s FI <p>Values applying for Recall messages:</p> <ul style="list-style-type: none"> • Payer • Euro Leg-Based Payer’s PSP • Euro Leg Entry PSP • Non-Euro Leg Payer’s FI

Identification:	AT-R003
Name:	The specific reference of the Actor initiating the Reject / OCT Inst Return
Description:	This reference, determined by the Actor that initiates the Reject or Return of the OCT Inst, must be forwarded in the handling of the Reject/ Return message to the non-Euro Leg Payer’s FI/ Euro Leg-Based Payer’s PSP and optionally to the Payer. It must be specified in any request by the Payer or the non-Euro Leg Payer’s FI/ Euro Leg-Based Payer’s PSP to the initiating Actor to obtain more information about the reasons for the Reject/ Return.

Identification:	AT-R004
Name:	The reason code for non-acceptance of the OCT Inst
Description:	This code identifies the reason for the non-acceptance of the OCT Inst.
Value range:	<p>The Table 1 below indicates the reasons each relevant Participant can use for a Reject or a Return.</p> <p>The document ‘Guidance on reason codes for OCT Inst R-transactions’ ([6]) prescribes which ISO code should be used for each of the above-mentioned reasons under a Reject and a Return.</p>



R- message	Reasons below that can be used by the following Actors in the Euro Leg	Euro Leg-Based Payer's PSP	Euro Leg-Based Payee's PSP	Inter-PSP space**	Euro Leg Exit PSP
Reject	Duplicate payment	X	X	X	X
Reject	Identification code of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI is incorrect (i.e. invalid BIC or other code)	X	X	X	X
Reject	Operation/transaction code incorrect, invalid file format	X	X	X	X
Reject	Reason not specified	X	X	X	X
Reject	Regulatory reason	X	X	X	X
Reject	Unique identifier of the Payee's account incorrect (i.e. invalid IBAN or other identifier)	X	X	X	X
Reject	Address of the Payee invalid	X	X		X
Reject	Amount exceeds maximum amount authorized in the Euro Leg	X	X	X	
Reject	Euro Leg time-out – maximum execution time has been exceeded		X	X	X
Reject	Address of the Payer invalid		X		X
Reject	Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI does not accept transaction		X		X
Reject	Account blocked, reason not specified		X		
Reject	Account closed		X		
Reject	By order of the Payee		X		
Reject	One-Leg Out Credit Transfer forbidden on this type of account (e.g., savings account)		X		
Reject	Payee deceased		X		
Reject	Euro Leg Exit PSP not registered under this identification code			X	
Reject	Euro Leg settlement limit exceeded			X	
Reject	Euro Leg-Based Payee's PSP not registered under this identification code			X	
Reject	Euro Leg-Based Payer's PSP not registered under this identification code			X	
Reject	Settlement of the Euro One-Leg Out Credit Transfer failed			X	
Reject	Amount exceeds maximum amount authorized in the non-Euro Leg				X
Return	Account blocked, reason not specified				X
Return	Account closed				X
Return	Address of the Payee invalid				X
Return	Address of the Payer invalid				X
Return	By order of the Payee				X
Return	Duplicate payment				X
Return	Identification code of the non-Euro Leg Payee's FI is incorrect (i.e. invalid BIC or other code)				X
Return	Non-Euro Leg FI does not accept transaction				X
Return	One-Leg Out Credit Transfer forbidden on this type of account (e.g., savings account)				X
Return	Operation/transaction code incorrect, invalid file format				X
Return	Payee deceased				X
Return	Reason not specified				X
Return	Regulatory reason				X
Return	Unique identifier of the Payee's account incorrect (i.e. invalid IBAN or other identifier)				X
	** They can be CSMs, Intermediary PSPs or OCT Inst Processors				

Table 1 The reasons for non-acceptance of the OCT Inst (AT-R004)



Identification:	AT-R005
Name:	The Settlement Date for the OCT Inst Return
Description:	The date on which the amount of the Return is settled by the CSM.

Identification:	AT-R006
Name:	The amount of the OCT Inst Return in euro
Description:	<p>This amount may be the same as AT-T002 if there is no AT-R007. If a fee for the Return is present in AT-R007, this amount will be equal to the difference between AT-T002 and AT-R007.</p> <p>The amount contains two parts; the first is expressed in euro, and the second is expressed in euro cents.</p> <p>The first part must be larger than or equal to zero euro. The second part must be larger than or equal to zero euro cents, and smaller than or equal to 99 euro cents.</p> <p>The combined value must be lower than or equal to the amount defined in or referred to in AT-T002.</p> <p>The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed.</p>

Identification:	AT-R007
Name:	The fee applied for the OCT Inst Return in euro
Description:	<p>The amount contains two parts, the first is expressed in euro, and the second is expressed in euro cents.</p> <p>The first part must be larger than or equal to zero euro. The second part must be larger than or equal to zero euro cent, and smaller than or equal to 99 euro cents.</p> <p>The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed.</p>

Identification:	AT-R051
Name:	The OCT Inst Recall reason code
Description:	<p>This code explains the reason for the OCT Inst Recall. It is defined by the Euro Leg Entry PSP (based on input from the non-Euro Leg Payer's FI)/ Euro Leg-Based Payer's PSP who initiates the Recall.</p> <p>It can be used by the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP to inform the Payee/ non-Euro Leg Payee's FI about the reason for debit of the Payment Account/ Account of the Payee.</p>
Value range:	<p>Codes are:</p> <ul style="list-style-type: none"> • Duplicate sending; • Technical problems resulting in an erroneous OCT Inst Transaction; • Fraudulent originated OCT Inst Instruction;



Identification:	AT-R051
Name:	The OCT Inst Recall reason code
	<ul style="list-style-type: none"> • Wrong unique identifier of the Payment Account/ Account of the Payee and/ or the wrong identification code of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI; • Wrong amount; • By request of the Payer without any reason specified; • Request for status update (Tracer) to a previously issued Recall request. <p>The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO code should be used for each of the above-mentioned reasons under a Recall.</p>

Identification:	AT-R052
Name:	Additional Information to AT-R051 The OCT Inst Recall reason code
Description:	<p>When the reason for a Recall is "Fraudulent originated OCT Inst Instruction", the Euro Leg Entry PSP (based on input from the non-Euro Leg Payer's FI)/ Euro Leg-Based Payer's PSP may use this attribute for including additional information on AT-R051. The text shall be in a comprehensible language to the Euro Leg-Based Payee's PSP/ Euro Leg Exit PSP.</p> <p>Euro Leg-Based Payee's PSPs/ Euro Leg Exit PSPs are not obliged to act upon this information received.</p>

Identification:	AT-R053
Name:	The specific reference of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP initiating the OCT Inst Recall
Description:	<p>This reference is determined by the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP that initiates the Recall of the OCT Inst Transaction, and must be forwarded in the handling of the Recall message to the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI and optionally to the Payee. It must be specified in any request by the Payee or the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI to the initiating Actor to obtain more information about the reasons for the Recall.</p>

Identification:	AT-R054
Name:	The returned amount of the positive response to the OCT Inst Recall in euro
Description:	<p>This amount may be the same as AT-T002 if there is no AT-R055. If a fee for the positive response to the OCT Inst Recall is present in AT-R055, this amount will be equal to the difference between AT-T002 and AT-R055.</p> <p>The amount contains two parts; the first is expressed in euro, and the second is expressed in euro cents.</p>



Identification:	AT-R054
Name:	The returned amount of the positive response to the OCT Inst Recall in euro
	<p>The first part must be larger than or equal to zero euro. The second part must be larger than or equal to zero euro cents, and smaller than or equal to 99 euro cents.</p> <p>The combined value must be lower than or equal to the amount defined in or referred to in AT-T002.</p> <p>The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed.</p>

Identification:	AT-R055
Name:	The fee for the positive response to the OCT Inst Recall in euro
Description:	<p>The amount contains two parts, the first is expressed in euro, and the second is expressed in euro cents.</p> <p>The first part must be larger than or equal to zero euro. The second part must be larger than or equal to zero euro cent, and smaller than or equal to 99 euro cents.</p> <p>The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed.</p>

Identification:	AT-R056
Name:	The Settlement Date for the positive response to the OCT Inst Recall
Description:	The date on which the returned amount is settled by the CSM.

Identification:	AT-R057
Name:	The reason code for non-acceptance of the OCT Inst Recall
Description:	The codes define the reason for non-acceptance of the Recall.
Value range	<p>Codes are:</p> <ul style="list-style-type: none"> • Refusal from the Payee • Legal reasons • Payment Account/ Account closed • Insufficient funds on the Payment Account/ Account • Non-acceptance by the non-Euro Leg Payee's FI (with a reason to be specified) • No response from Payee/ No response from the non-Euro Leg Payee's FI • Original OCT Inst Transaction never received • Already returned/rejected OCT Inst Transaction <p>The document 'Guidance on reason codes for OCT Inst R-transactions' ([6]) prescribes which ISO code should be used for each of the above-mentioned reasons for not proceeding with an OCT Inst Recall.</p>



5 Rights and Obligations of Adherents

5.1 The Scheme

Participation in the Scheme is on the basis of compliance with the following guiding principles:

- Participants and OCT Inst Processors (jointly referred to as 'Adherents') from all countries in SEPA participate on the basis that the level playing field principle is respected;
- All adhering Participants and OCT Inst Processors shall comply with the Scheme on the same basis as all other Participants and OCT Inst Processors respectively;
- Participants in a non-EEA SEPA country need to ensure that the Regulation on Information on the Payer accompanying Transfers of Funds and the provisions of Title III and Title IV of the Payment Services Directive affecting credit transfers enabled by the OCT Inst Scheme are effectively represented in law or substantially equivalent binding practice. For the avoidance of doubt, it is recognised that the compliance obligations for a Participant that is not subject to the Payment Services Directive under its national law and is operating outside the EEA shall not include the obligations resulting from Article 66 and related Articles of the Payment Services Directive as these Articles should only apply in combination with the authorisation framework within the EEA in accordance with Titles I and II of the Payment Services Directive.

5.2 Compliance with the Scheme

A Participant and an OCT Inst Processor shall comply with:

- The Scheme, including amendments as and when they are made and properly communicated to Adherents;
- The OCT Inst Scheme Customer-to-PSP Implementation Guidelines when a Participant in the role as Euro Leg-Based Payer's PSP offers to its Payers an explicitly designed OCT Inst Instruction product supporting the service of accepting and processing electronically bundled Customer-to-PSP OCT Inst Instructions under this Scheme;
- The OCT Inst Scheme Inter-PSP Implementation Guidelines as a Participant;
- The EPC Payment Scheme Management Rules, as set out in ANNEX II to this Rulebook;
- Any validly made order or notice issued as part of the processes under the Scheme and ANNEX II.

The parties to the Scheme are the EPC, each Participant and each OCT Inst Processor.

The Scheme forms a multilateral agreement between:

- The EPC and each Participant;
- The EPC and each OCT Inst Processor;
- Each Participant and every other Participant; and
- Each OCT Inst Processor and every other OCT Inst Processor.

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

A Participant and an OCT Inst Processor shall procure that its employees, its agents and the employees of its agents comply with all applicable obligations under the Scheme.



5.3 Reachability

Each Participant shall offer services relating to the Scheme in the capacity of at least a Euro Leg-Based Payee's PSP.

Each Participant needs to determine how to achieve its Reachability as at least a Euro Leg-Based Payee's PSP for the Scheme. There are several ways for Participants to send and receive payment transactions to and from FIs outside the Euro Leg.

A Participant can use the services of a CSM and/or of an OCT Inst Processor to assist in the provision of its services to Payees, Payers, Euro Leg-Based Payee's PSPs and/or Euro Leg-Based Payer's PSPs.

A Participant can use the services of an Intermediary PSP to perform any functions in relation to an obligation arising under the Scheme. The Participant shall ensure that its arrangements with such Intermediary PSP are consistent with, and do not detract from, the requirements of the Scheme and the other documents listed at section 5.2.

Participants can choose any solution or a combination of solutions, as long as Reachability and compliance with the Scheme are effectively ensured. A Participant uses the services of a CSM, an OCT Inst Processor or an Intermediary PSP at its own risk.

It is recognised that a Participant or an OCT Inst Processor may temporarily not be reachable in exceptional circumstances.

5.4 Eligibility for participation

In order to be eligible as a **Participant** under this Scheme, a Participant must at all times:

- 1) Be active in the business of providing banking and/or payment services to their Payment Service Users;
- 2) Be active in the business of providing accounts used for the execution of payments, holding the Funds needed for the execution of payments or making the Funds received following the execution of payments available to their Payment Service Users;
- 3) Be either incorporated and licensed in a SEPA country or territory, or licensed by an appropriate EEA regulatory body;
- 4) Be able to pay its debts as they fall due, and not be insolvent as defined in accordance with any insolvency law applicable to the Participant;
- 5) Maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject;
- 6) Be able to meet rating or other criteria set under the terms of the Scheme from time to time for the purpose of establishing the Participant's ability to meet its financial obligations;
- 7) Comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing;
- 8) Participate, or be eligible to participate, directly or indirectly in one or more CSMs and/or OCT Inst Processors for the purpose of providing access to the Scheme throughout the Euro Leg;
- 9) Develop and effect operational and risk control measures appropriate to the business undertaken by the Participant, such as the risk management provisions set out in the Scheme and in ANNEX III to the Scheme.

Applicants in the capacity of Participant which fall within one of the following categories shall be deemed automatically to be eligible under this section:



- 1) A credit institution which is authorised in accordance with Article 8 (1) of Directive 2013/36/EU by a state which is a member of the European Economic Area;
- 2) The institutions referred to in points (2) to (23) of Article 2 (5) of Directive (EU) 2013/36/EU;
- 3) Institutions/entities/undertakings, incorporated in a non-EEA country to which the geographical scope of the EPC Payment Schemes has been extended, that have been licensed by the relevant National Competent Authority in accordance with the applicable requirements, and are listed under the document [3].

An applicant in the capacity of Participant which has been authorised as a payment institution under Article 11 of the Payment Services Directive, or any other payment service provider listed in Article 1.1 of the Payment Services Directive, shall be deemed automatically to have met the following eligibility criteria:

- 1) Be active in the business of providing banking and/or payment services to their Payment Service Users;
- 2) Be either incorporated and licensed in a SEPA country or territory or licensed by an appropriate EEA regulatory body;
- 3) Maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject;
- 4) Comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing;
- 5) Develop and effect operational and risk control measures appropriate to the business undertaken by the Participant.

Furthermore, an applicant which is the treasury of a sovereign state shall not be required to establish:

- 1) That it is able to pay its debts as they fall due or that it is not insolvent; or
- 2) That it meets rating or other criteria set under the terms of the Scheme for the purpose of establishing its ability to meet its financial obligations;
- 3) unless there are exceptional circumstances or the applicant is not the treasury of an EEA member state or Switzerland.

However, the Secretariat may request such an applicant to demonstrate (in its legal opinion or otherwise) that it is the treasury of the state itself, and not the treasury of an organ or entity under the control of the state.

In order to be eligible as an **OCT Inst Processor**, the OCT Inst Processor must at all times:

- 1) Be a legal entity which has been legally constituted and has the legal personality in accordance with the laws and practices of its country of origin;
- 2) Provide technical or operational services to PSPs in the context of international credit transfers and euro instant credit transfers within [3];
- 3) Be established in a country or territory included within [3] and being designated as agent by one or more of those Euro Leg PSPs to perform adherence duties at the level of the Scheme.

A Participant or an OCT Inst Processor shall notify the Secretariat Immediately of any matter that is material to the Participant's or the OCT Inst Processor's eligibility as a Participant or as an OCT Inst Processor under this section 5.4. The Secretariat shall take reasonable steps to bring such notifications to the attention of all other Adherents, and the PSMB.



5.5 Becoming an Adherent

5.5.1 Application process

The EPC Secretariat is responsible for approving applications to join the Scheme.

Any undertaking which is eligible under section 5.4 above may apply to become a Participant and/or an OCT Inst Processor (jointly referred to as 'Adherent').

To apply to become an Adherent, an undertaking shall submit to the EPC Secretariat an executed and original Adherence Agreement and submit Supporting Documentation to the EPC (See ANNEX I). An applicant may appoint an agent to complete an Adherence Agreement on its behalf. If the latter procedure is adopted the Adherent undertakes all rights and obligations under the Scheme and the documents specified in section 5.2 above as if it had completed the Adherence Agreement itself. An OCT Inst Processor might act as agent for one or more Participants, in accordance with the provisions set forth above.

Each legal entity that seeks to adhere to the Scheme, must agree to accept the rights and obligations of an Adherent 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 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 an Adherent in its own right and shall assume all the rights and responsibilities arising from admission to the Scheme.

The EPC 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 EPC Secretariat shall use reasonable efforts to determine the application within 60 Calendar Days of receiving the application. In the event that the EPC 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 EPC 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 EPC 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 EPC Secretariat may send the written notification to the applicant in paper or electronic format. The applicant becomes an Adherent and becomes subject to the Scheme on the Admission Date published on the EPC website (or later in line with the readiness date of the applicant).

Applicants shall provide accurate, up-to-date and complete information in relation to the criteria set out in the Scheme. 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 I) and completed in the English language will be taken into consideration.

The completed adherence documents should be sent to the EPC via email 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

5.5.2 Unsuccessful application

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

Where an application is rejected, the EPC 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 EPC Secretariat or after a determination in a complaint procedure begun in accordance with the Scheme or after a final determination of a tribunal or court responsible for determining the case.

5.5.3 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 (see section 6.2) 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 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.

5.6 List of Adherents under the OCT Inst Scheme

The List of Adherents under the Scheme shall be maintained in good and up-to-date order and arrangements will be made for such list to be made available to Adherents when issued or updated.

Such list shall contain:

- Current contact details for each Adherent for the purpose of enabling notices to be served on Adherents in accordance with the Scheme;
- The date on which each Adherent attained Adherent status;
- Details of undertakings which have been removed from the list, including the date of their removal; and
- Such other information as is considered appropriate in the interests of the effective management of the Scheme.

Any changes to operational, contacting or invoicing details will be provided by Adherents in accordance with ANNEX II.

By submitting an application to become a Participant or an OCT Inst Processor, an undertaking consents to publication of the details referred to in this section 5.6.



5.7 Obligations of Participants related to an incoming OCT Inst

5.7.1 Obligations of the Euro Leg Entry PSP towards each non-Euro Leg Payer's FI

In respect to each of its non-Euro Leg Payer's FIs, the Euro Leg Entry PSP shall at all times:

- 1) Conduct all necessary actions within the recommended timespan in section 4.2.3.1 A after it has received the incoming OCT Inst Transaction from the non-Euro Leg Payer's FI.
- 2) Process the Euro Leg of an OCT Inst Transaction as defined by the Scheme.
- 3) Ensure that any agreement with the non-Euro Leg Payer's FIs fully informs about the business rules for transactions under the Scheme affecting the non-Euro Leg Payer's FI.
- 4) Ensure the non-Euro Leg Payer's FIs are committed to support the Euro Leg Entry PSP in respecting all its obligations under the Scheme vis-à-vis the other Participants (e.g., Exception Handling, Inquiries).
- 5) Not restrict the non-Euro Leg Payer's FIs from obtaining similar services relating to the Scheme from any other Euro Leg Entry PSP.
- 6) Treat any incoming OCT Inst Transaction not fulfilling the requirements of the Scheme outside the Scheme or decline to process such instruction.
- 7) Validate each OCT Inst Transaction, accept each valid OCT Inst Transaction, and reject each invalid OCT Inst Transaction. For these purposes, validation includes checking the plausibility of the IBAN of the Payee and the validity of the Euro Leg-Based Payee's PSP's BIC.
- 8) Effect Exception Handling and Inquiry processing in accordance with the Scheme.
- 9) Provide an explanation to the non-Euro Leg Payer's FI of the reason for rejecting/returning any OCT Inst Transaction in a manner and within a timeframe as may be agreed with the non-Euro Leg Payer's FI.
- 10) Provide the non-Euro Leg Payer's FI with adequate information on the service level offered and any charges that apply to the service being performed.

5.7.2 Obligations of the Euro Leg Entry PSP towards each Euro Leg-Based Payee's PSP

In respect to each of the Euro Leg-Based Payee's PSPs, the Euro Leg Entry PSP shall at all times:

- 1) Put its reasonable efforts not to introduce into the Euro Leg OCT Inst Transactions stemming from non-SEPA countries/FIs blacklisted, under embargo or subject to any other sanction regarding the exchange of payments with the EU, in accordance with applicable law;
- 2) Make all data from the OCT Inst Transactions available to the Euro Leg-Based Payee's PSPs, in the ISO 20022 standard-based messaging even when the processing of the OCT Inst Transactions in the non-Euro Leg is not based on ISO 20022.
- 3) Inform the Euro Leg-Based Payee's PSP, in accordance with the applicable legislations/regulations, about the concrete transaction fees and any other costs applied by the non-Euro Leg Payer's FIs reachable via the Euro Leg Entry PSP. This allows the Euro Leg-Based Payee's



PSP to report any costs to its Payees.

- 4) Always process the Euro Leg of an OCT Inst Transaction as defined by the Scheme, 24 hours a day on all Calendar Days of the year. This includes all business continuity arrangements set up by the Euro Leg Entry PSP itself or on behalf of the Euro Leg Entry PSP to guarantee the processing of OCT Inst Transactions.
- 5) Enter into a contract directly or indirectly with a CSM on the basis of terms that would enable it to deliver on its settlement obligations as defined in the Scheme towards the Euro Leg-Based Payee's PSP and other processing obligations described in the Scheme.
- 6) Provide the Euro Leg-Based Payee's PSP the required payment transaction information (as described in DS-02) and the payment amount in sufficient time and manner to allow the Euro Leg-Based Payee's PSP to comply with its obligations under the Scheme.
- 7) Provide settlement certainty to the Euro Leg-Based Payee's PSP for each OCT Inst Transaction.
- 8) Identify the payment to the Euro Leg-Based Payee's PSP as an OCT Inst Transaction made under the terms of the Scheme.
- 9) Ensure that all OCT Inst Transactions comply with the standards set out in the OCT Inst Scheme Inter-PSP Implementation Guidelines.
- 10) Effect Exception Handling and Inquiry processing in accordance with the Scheme.
- 11) Comply with applicable provisions issued from time to time in relation to risk management as set out in the Scheme and in ANNEX III of the Rulebook.
- 12) Ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them.
- 13) Enter into legally binding agreements with its OCT Inst Service Providers, covering all functions performed by those providers in direct connection with the Scheme, ensure that such agreements are complete, unambiguous and enforceable on each contractual party and safeguard the ongoing compliance of such agreements with the laws applicable to them.
- 14) Require the CSM(s) to which it is connected to act in compliance with the Scheme.
- 15) Immediately (without any further delay) report to the EPC about unmitigated Risks of Scheme-wide Importance and about Major Incidents that affect the smooth functioning of the Scheme.
- 16) Without delay report to the EPC about issues or complaints related to OCT Inst Transactions that were raised by non-Euro Leg Payer's FIs or Euro Leg-Based Payee's PSPs and about internal or external audit findings, where such Issues, Complaints or Findings are of Scheme-wide Importance.

5.7.3 Obligations of the Euro Leg-Based Payee's PSP

In respect to each of its Payees, the Euro Leg-Based Payee's PSP shall at all times:

- 1) Inform the Payee in accordance with the applicable regulations about the concrete transaction



fees and any other costs applied.

- 2) Validate each OCT Inst Transaction, accept each valid OCT Inst Transaction, and reject each invalid OCT Inst Transaction. For these purposes, validation includes checking the existence of the IBAN of the Payment Account of the Payee and the validity of the BIC of the Euro Leg-Based Payee's PSP.
- 3) Provide the Payee with the received remittance data in full and without alteration.
- 4) Ensure that Terms and Conditions exist governing the provision and use of services relating to transactions under the Scheme, as appropriate.
- 5) Ensure that such Terms and Conditions, as appropriate, are consistent with the Scheme.
- 6) Ensure that such Terms and Conditions, catered for as appropriate, make adequate provision for the Euro Leg-Based Payee's PSP's succession, in accordance with the Scheme.
- 7) Provide the Payee with the IBAN and BIC relating to his account.
- 8) Be able to process OCT Inst Transactions as defined in the Scheme, 24 hours a day on all Calendar Days of the year. This includes all business continuity arrangements set up by the Euro Leg-Based Payee's PSP itself or on behalf of the Euro Leg-Based Payee's PSP to guarantee the processing of OCT Inst Transactions.
- 9) Enter into a contract directly or indirectly with a CSM on the basis of terms that would enable it to deliver on its settlement obligations as defined in the Scheme towards the Euro Leg Entry PSP and other processing obligations described in the Scheme.
- 10) Apply the standards set out in the OCT Inst Scheme Inter-PSP Implementation Guidelines to the processing of its received OCT Inst Transactions and to the provision of information to the Payees.
- 11) Effect Exception Handling and Inquiry processing in accordance with the Scheme.
- 12) Validate the syntax of the OCT Inst Transaction, accept it if it is in accordance with the requirements of the Scheme, and carry out Exception Handling in accordance with the Scheme if it is invalid together with a reason code.
- 13) Receive the OCT Inst Transaction from the Euro Leg Entry PSP and Immediately Make the Funds Available to the Payment Account of the Payee identified by the IBAN in the OCT Inst Transaction as the unique identifier, provided that applicable regulations in relation to sanction screening, money laundering and terrorist financing have been complied with.
- 14) Make Funds Available to the Payment Account of the Payee with the full amount received of the OCT Inst Transaction in accordance with the maximum execution time defined in section 4.2.3.1, or for a lesser amount subject to any specifications on fees and other costs set by the Payer, the non-Euro Leg Payer's FI and/or Euro Leg-Based Payee's PSP.
- 15) Sends a positive confirmation message or a negative confirmation message to the Euro Leg



Entry PSP respecting the maximum execution times defined in section 4.2.3.1 indicating either that Funds have been Made Available to the Payee or the OCT Inst Transaction has been rejected.

- 16) In the event of a dispute, provide the Euro Leg Entry PSP with an explanation as to how an OCT Inst Transaction has been processed and any further information reasonably requested.
- 17) Comply with applicable provisions issued from time to time in relation to risk management as set out in the Scheme and ANNEX III of the Rulebook.
- 18) Ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them.
- 19) Enter into an agreement governing the provision and use of services relating to the Scheme only after applying the principles of Know Your Customer.
- 20) Ensure that such agreement is consistent with the Scheme and that such agreement is complete, unambiguous and enforceable.
- 21) Enter into legally binding agreements with its OCT Inst Service Providers, covering all functions performed by those providers in direct connection with the Scheme, ensure that such agreements are complete, unambiguous and enforceable on each contractual party and safeguard the ongoing compliance of such agreements with the laws applicable to them.
- 22) Require the CSM(s) to which it is connected to act in compliance with the Scheme.
- 23) Provide Payees with adequate information on their risks as well as the respective rights and obligations of the Payee and of the Euro Leg-Based Payee's PSP where relevant, including those specified in the applicable legislation, in relation to the OCT Inst Transaction as well as the Scheme, and with information about the service level offered and any charges that apply to the service being performed where applicable.
- 24) Immediately (without any further delay) report to the EPC about unmitigated Risks of Scheme-wide Importance and about Major Incidents that affect the smooth functioning of the Scheme.
- 25) Without delay report to the EPC about issues or complaints related to OCT Inst Transactions that were raised by Payees or Euro Leg Entry PSPs and about internal or external audit findings, where such Issues, Complaints or Findings are of Scheme-wide Importance.
- 26) In case an Euro Leg-Based Payee's PSP is also the Payee of the OCT Inst Transaction, the provisions of the present section apply subject to applicable law.

5.8 Obligations of Participants related to an Outgoing OCT Inst

5.8.1 Obligations of the Euro Leg-Based Payer's PSP

In respect to each of its Payers, the Euro Leg-Based Payer's PSP shall at all times:

- 1) Put its reasonable efforts not to send OCT Inst Transactions to non-SEPA countries/FIs blacklisted, under embargo or subject to any other sanction regarding the exchange of



payments with the EU, in accordance with the applicable law;

- 2) Inform the Payer in accordance with the applicable regulations about the concrete transaction fees and any other costs to be applied.
- 3) Ensure that Terms and Conditions exist governing the provision and use of services relating to the Scheme, as appropriate.
- 4) Ensure that such Terms and Conditions, as appropriate, are consistent with the Scheme.
- 5) Ensure that such Terms and Conditions, catered for as appropriate, make adequate provision for the Euro Leg-Based Payer's PSP's succession (e.g., through merger or acquisition), in accordance with the Scheme.
- 6) Be able to process OCT Inst Instructions and Transactions as defined in the Scheme, 24 hours a day on all Calendar Days of the year. This includes all business continuity arrangements set up by the Euro Leg-Based Payer's PSP itself or on behalf of the Euro Leg-Based Payer's PSP to guarantee the processing of OCT Inst Instructions and Transactions.
- 7) Not restrict its Payers from obtaining similar services relating to the Scheme from any other Euro Leg-Based Payer's PSP.
- 8) Enter into a contract directly or indirectly with a CSM on the basis of terms that would enable it to deliver on its settlement obligations as defined in the Scheme towards the Euro Leg Exit PSP and other processing obligations described in the Scheme.
- 9) Provide settlement certainty to the Euro Leg Exit PSP for each OCT Inst Transaction.
- 10) Provide the Euro Leg Exit PSP the required payment transaction information (as described in DS-02) and the payment amount in sufficient time and manner to allow the Euro Leg Exit PSP to comply with its obligations under the Scheme.
- 11) Identify the payment to the Euro Leg Exit PSP as an OCT Inst Transaction made under the terms of the Scheme.
- 12) Treat any outgoing OCT Inst Instruction not fulfilling the requirements of the Scheme outside the Scheme or decline to process such instruction.
- 13) Provide Payers with the means of initiating OCT Inst Instructions and accepting the applicable data and format requirements where applicable.
- 14) Ensure the authenticity and validity of the Payer's instructions.
- 15) Validate each OCT Inst Instruction, accept (subject to account status and the terms of its agreement with the Payer) each valid OCT Inst Instruction, and reject each invalid OCT Inst Instruction.
- 16) Accept OCT Inst Instruction messages at the request of the Payer that comply with the standards set out in the OCT Inst Scheme Customer-to-PSP Implementation Guidelines where applicable.



- 17) Provide the Payer with an explanation of the reason for rejecting any payment instruction in a manner and within a timeframe as may be agreed with the Payer.
- 18) Following acceptance of an OCT Inst Instruction, make a Reservation of the Amount on the specified Payment Account of the Payer, route Immediately the OCT Inst Transaction to the Euro Leg Exit PSP.
- 19) Provide the Payer and/or the Euro Leg Exit PSP with an explanation as to how an OCT Inst Instruction has been processed and provide the Payer and/or the Euro Leg Exit PSP with all reasonably requested information in the event of a dispute.
- 20) Ensure that all OCT Inst Transactions comply with the standards set out in the OCT Inst Scheme Inter-PSP Implementation Guidelines.
- 21) Effect Exception Handling and Inquiry processing in accordance with the Scheme.
- 22) Comply with applicable provisions issued from time to time in relation to risk management as set out in the Scheme and the ANNEX III of the Rulebook.
- 23) Ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them.
- 24) Enter into an agreement governing the provision and use of services relating to the Scheme only after applying the principles of Know Your Customer where applicable.
- 25) Ensure that such agreement is consistent with the Scheme and that such agreement is complete, unambiguous and enforceable.
- 26) Enter into legally binding agreements with its OCT Inst Service Providers, covering all functions performed by those providers in direct connection with the Scheme, ensure that such agreements are complete, unambiguous and enforceable on each contractual party and safeguard the ongoing compliance of such agreements with the laws applicable to them.
- 27) Require the CSM(s) to which it is connected to act in compliance with the Scheme.
- 28) Provide Payers with adequate information on their risks as well as the respective rights and obligations of the Payer, and of the Euro Leg-Based Payer's PSP where relevant, including those specified in the applicable legislation, in relation to the OCT Inst Transaction as well as to the Scheme in question, and information about the service level offered and any charges that apply to the service being performed where applicable.
- 29) Immediately (without any further delay) report to the EPC about unmitigated Risks of Scheme-wide Importance and about Major Incidents that affect the smooth functioning of the Scheme.
- 30) Without delay report to the EPC about issues or complaints related to OCT Inst Transactions that were raised by Payers or Euro Leg Exit PSPs and about internal or external audit findings, where such Issues, Complaints or Findings are of Scheme-wide Importance.
- 31) In case an Euro Leg-Based Payer's PSP is also Payer of the OCT Inst Instruction, the provisions



of the present section apply subject to applicable law.

- 32) It is a precondition to the Euro Leg-Based Payer's PSP's obligations in respect of an OCT Inst Instruction, that the Payee has provided the Payer with the unique identifier of the Account of the Payee to be credited and the identification code of the non-Euro Leg Payee's FI. Furthermore, the Euro Leg-Based Payer's PSP has no obligations to transmit data relating to the remittance unless this has been provided by the Payer.
- 33) A Euro Leg-Based Payer's PSP shall oblige each of its Payers, in relation to any OCT Inst Instruction which the Euro Leg-Based Payer's PSP accepts, in accordance with the relevant requirements set out in the Scheme, to:
- Provide the Euro Leg-Based Payer's PSP with sufficient information for the Euro Leg-Based Payer's PSP to make the OCT Inst Transaction in compliance with the Scheme where applicable.
 - Supply the required payment data accurately, consistently, and completely where applicable.

5.8.2 Obligations of the Euro Leg Exit PSP towards each Euro Leg-Based Payer's PSP

In respect to each of the Euro Leg-Based Payer's PSPs, the Euro Leg Exit PSP shall at all times:

- 1) Make available to all Euro Leg-Based Payer's PSPs all relevant information to process outgoing OCT Inst Transactions in the non-Euro Leg. The Euro Leg Exit PSP is free to determine how to make such information available to the Euro Leg-Based Payer's PSP.
This information should contain among others the reachability of the Euro Leg Exit PSP towards non-Euro Leg Payee's FIs for OCT Inst Transactions, the Euro Leg Exit PSP's own concrete transaction fees and any other costs applicable for OCT Inst Transactions, Cut-Off Times, banking business days and hours and execution times; and any non-Euro Leg country specific requirements such as geographical coverage (e.g., by country, the FIs in each country in case of incomplete country coverage), the type of transaction supported by each country/ FI, the Cut-Off Times by each country, any maximum amount by each country, specific country rules for exception handling, maximum execution timespan when available for instant payments etc.
- 2) Validate each OCT Inst Transaction, accept each valid OCT Inst Transaction, and reject each invalid OCT Inst Transaction. For these purposes, validation includes checking the plausibility of the unique identifier of the Account of the Payee and the validity of the identification code of the non-Euro Leg Payee's FI.
- 3) Make all data from the OCT Inst Transactions available to the non-Euro Leg Payee's FIs even when the processing of the OCT Inst Transactions in the non-Euro Leg is not based on ISO 20022.
- 4) Require the Non-Euro Leg Payee's FI to deliver the received remittance data in full and without alteration to the Payee.



- 5) Be able to process OCT Inst Transactions as defined in the Scheme, 24 hours a day on all Calendar Days of the year. This includes all business continuity arrangements set up by the Euro Leg Exit PSP itself or on behalf of the Euro Leg Exit PSP to guarantee the processing of OCT Inst Transactions.
- 6) Enter into a contract directly or indirectly with a CSM on the basis of terms that would enable it to deliver on its settlement obligations as defined in the Scheme towards the Euro Leg-Based Payer's PSP and other processing obligations described in the Scheme.
- 7) Apply the standards set out in the OCT Inst Scheme Inter-PSP Implementation Guidelines to the processing of its received OCT Inst Transactions and to the provision of information to the non-Euro Leg Payee's FIs.
- 8) Effect Exception Handling and Inquiry processing in accordance with the Scheme.
- 9) Validate the syntax of the OCT Inst Transaction, accept it if it is in accordance with the requirements of the Scheme, and carry out Exception Handling in accordance with the Scheme if it is invalid together with a reason code.
- 10) Make the full amount of the OCT Inst Transaction available to the non-Euro Leg Payee's FI, or for a lesser amount subject to any specifications on fees and other costs set by the Payer and/or the Euro Leg-Based Payer's PSP.
- 11) Sends a positive confirmation message or a negative confirmation message to the Euro Leg-Based Payer's PSP respecting the maximum execution times defined in section 4.2.3.2 indicating that it is in a position to forward the payment in the non-Euro Leg or not.
- 12) Send an OCT Inst Return Instantly to the Euro Leg-Based Payer's PSP respecting the stipulations defined in section 4.2.3.3.
- 13) In the event of a dispute, provide the Euro Leg-Based Payer's PSP with an explanation as to how an OCT Inst Transaction has been processed and any further information reasonably requested.
- 14) Comply with applicable provisions issued from time to time in relation to risk management as set out in the Scheme and ANNEX III of the Rulebook.
- 15) Ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them.
- 16) Enter into legally binding agreements with its OCT Inst Service Providers covering all functions performed by those providers in direct connection with the Scheme, ensure that such agreements are complete, unambiguous and enforceable on each contractual party and safeguard the ongoing compliance of such agreements with the laws applicable to them.
- 17) Require the CSM(s) to which it is connected to act in compliance with the Scheme.
- 18) Immediately report to the EPC about unmitigated Risks of Scheme-wide Importance and about Major Incidents that affect the smooth functioning of the Scheme.



- 19) Without delay report to the EPC about issues or complaints related to OCT Inst Transactions that were raised by Euro Leg-Based Payer's PSPs or non-Euro Leg Payee's FIs and about internal or external audit findings, where such Issues, Complaints or Findings are of Scheme-wide Importance.

5.8.3 Obligations of the Euro Leg Exit PSP towards each non-Euro Leg Payee's FI

In respect to each of its non-Euro Leg Payee's FIs, the Euro Leg Exit PSP shall at all times:

- 1) Obtain from its non-Euro Leg Payee's FIs the scope, Terms and Conditions that apply for the processing of OCT Inst Transactions in the non-Euro Leg arrangements, schemes or systems, and about any future changes to the scope, Terms and Conditions of these non-Euro Leg arrangements, schemes or systems.
- 2) Inform the non-Euro Leg Payee's FIs about the scope of the Scheme, the Terms and Conditions defined under the Scheme that apply to the Euro Leg between all Euro Leg Exit PSPs and Euro Leg-Based Payer's PSPs concerned, and about any future changes to the scope, Terms and Conditions of the Scheme.

This relates but is not limited to the applicable business timelines and deadlines in the processing of outgoing OCT Inst Transactions, of the related OCT Inst Exception Handling and Inquiries, and any maximum amount limitations.

- 3) Ensure the non-Euro Leg Payee's FIs are committed to support the Euro Leg Exit PSP in respecting all its obligations under the Scheme vis-à-vis the other Participants (e.g., Exception Handling, Inquiries).
- 4) Provide the non-Euro Leg Payee's FI with the unique identifier of the Account of the Payee to be credited.
- 5) Effect Exception Handling and Inquiry processing in accordance with the Scheme.

5.9 Obligations of OCT Inst Processors

In respect to the EPC, to each Euro Leg PSP using its OCT Inst Scheme-based services and to each other Participant, the OCT Inst Processor shall at all times:

- 1) Ensure that the Euro Leg PSPs using its OCT Inst Scheme-based services and adhering through its intermediation in the role of agent meet the eligibility criteria for a Participant under the section 5.4 of the Rulebook.
- 2) For the Euro Leg PSPs to which it performs the role of agent for Scheme adherence purposes, provide the EPC on a regular basis with an accurate list of such PSPs in a format, content and periodicity set by the EPC that may evolve from time to time.
- 3) Duly inform the Euro Leg PSPs using its OCT Inst Scheme-based services about all business rules, obligations and risk management aspects for the respective Participants as set out in the Scheme and ANNEX III of the Rulebook, and duly inform them about any future amendment to the business rules, obligations and risk management aspects concerned.



- 4) Duly reflect in the arrangements with all Euro Leg PSPs using its OCT Inst Scheme-based services, and for which it acts as agent for adherence purposes, that these PSPs are formal Participants vis-à-vis the EPC and other Participants under this Scheme as if these PSPs would have adhered directly to the Scheme, and that these PSPs must comply with all provisions of the Rulebook accordingly.
- 5) Not restrict the Euro Leg PSPs using its OCT Inst Scheme-based services from obtaining similar services relating to the Scheme from any other OCT Inst Processor or Euro Leg Entry/Exit PSPs.
- 6) Actively promote the Scheme and its OCT Inst Scheme-based services among its existing and future Euro Leg PSP-user base so that the Scheme obtains and maintains the widest possible reach within the Euro Leg without prejudice to any other similar service offered by the Processor.
- 7) In accordance with the services offered to its Euro Leg PSP, always process the Euro Leg of an OCT Inst Transaction and any related Exception Handling and Inquiry in accordance with the Scheme. This includes all business continuity arrangements set up by the OCT Inst Processor itself or on its behalf to guarantee the processing of such messages.
- 8) Provide the EPC on a regular basis with an accurate list of the Euro Leg PSPs using its OCT Inst Scheme-based services detailing in which Participant role(s) these PSPs act under the Scheme, in a format, content and periodicity set by the EPC that may evolve from time to time and which the EPC will publish on the EPC website.
- 9) Provide the EPC on a regular basis with anonymised statistical data on the number of the processed OCT Inst Transactions, the related Exception Handling, Inquiries and all relevant response messages to them, in a format, content and periodicity set by the EPC that may evolve from time to time.
- 10) To pay the Scheme participation fees on behalf the Euro Leg PSPs using its OCT Inst Scheme-based services which the EPC may determine in the future, or assist the EPC in collecting such fees in case the EPC decides to charge the Euro Leg PSPs concerned directly.
- 11) Ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them.
- 12) Enter into legally binding agreements with all selected partners supporting its OCT Inst Scheme-based service, covering all functions performed by those partners in direct connection with the Scheme, ensure that such agreements are complete, unambiguous and enforceable on each contractual party and safeguard the ongoing compliance of such agreements with the laws applicable to them.
- 13) Immediately (without any further delay) report to the EPC about unmitigated Risks of Scheme-wide Importance and about Major Incidents that affect the smooth functioning of the Scheme.
- 14) Without delay report to the EPC about issues or complaints related to OCT Inst Transactions that were raised by its Euro Leg PSP-user base and about internal or external audit findings,



where such Issues, Complaints or Findings are of Scheme-wide Importance.

5.10 Limitation of Liability

5.10.1 Compensation for Breach of the Scheme

Notwithstanding any existing agreement and convention, and barring the provisions of section 5.14, a Participant or OCT Inst Processor who is party to an OCT Inst Transaction shall be liable to the other Participant or OCT Inst Processor who is also party to that OCT Inst Transaction 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 Scheme relating to the OCT Inst Transaction by the relevant Participant or OCT Inst Processor, its employees or agents;
- 2) Any negligent act or omission of the relevant Participant or OCT Inst Processor, its employees or agents relating to the OCT Inst Transaction insofar as relevant to the operation of the Scheme;
- 3) Any operational failure of the relevant Participant or OCT Inst Processor, its employees or agents relating to the OCT Inst Transaction insofar as relevant to the operation of the Scheme.

5.10.2 Limits on Liability

A Participant's and an OCT Inst Provider's liability under the Scheme is limited as follows:

- 1) The maximum amount which may be claimed in respect of a Loss is the amount of the OCT Inst Transaction;
- 2) The cap on liability applies even if there has been gross negligence by the liable Participant/OCT Inst Processor, its employees or agents;
- 3) The cap on liability does not apply in the event of wilful intent by the liable Participant/OCT Inst Processor, or by the Participant's/OCT Inst Processor's employees or agents;
- 4) 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/OCT Inst Processor making the claim, its employees or its agents;
- 5) A Loss which results from action taken to limit or manage risk shall not be claimed;
- 6) A Loss can be regarded as foreseeable only if it is regularly experienced by Participants active in making OCT Inst Transactions and by OCT Inst Processors active in handling OCT Inst Transactions.

5.10.3 Force majeure

A Participant or an OCT Inst Processor shall not be liable for any failure, hindrance or delay in performance in whole or in part of its obligations under the Scheme 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.

5.11 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 Scheme 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.

5.12 Termination

A Participant or an OCT Inst Processor may terminate its status as a Participant or as an OCT Inst Processor by giving no less than six months' prior written notice to the EPC, such notice to take effect on a designated day (for which purpose such a day will be designated at least one day for each month). As soon as reasonably practicable after receipt of such notice, it or a summary shall be published to all other Adherents in an appropriate manner.

Notwithstanding the previous paragraph, upon receipt of the notice of termination from the Participant or the OCT Inst Processor by the EPC, the Participant or the OCT Inst Processor and the EPC may mutually agree for the termination to take effect on any day prior to the relevant designated day.

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

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

The effective date of termination of a Participant's or OCT Inst Processor's status as a Participant or OCT Inst Processor is (where the Participant or OCT Inst Processor has given notice in accordance with the first paragraph of section 5.12) the effective date of such notice, or (in any other case) the date on which the Participant's or OCT Inst Processor's name is deleted from the List of Adherents under the OCT Inst Scheme, and as of that date the Participant's or OCT Inst Processor's rights and obligations under the Scheme shall cease to have effect except as stated in this section 5.12.

The Euro Leg PSPs using the OCT Inst Scheme-based services from the OCT Inst Processor which terminates its adherence to the Scheme, are no longer reachable under the Scheme as of the effective date of termination of the OCT Inst Processor's status as an OCT Inst Processor unless these PSPs already use the OCT Inst Scheme-based services from at least another active OCT Inst Processor, or these PSPs have already directly adhered to the Scheme as a Participant.

This section, sections 5.10, 5.11, 5.13 and ANNEX II of the Rulebook shall continue to be enforceable against a Participant or an OCT Inst Processor, notwithstanding termination of such Participant's or OCT Inst Processor's status as a Participant or OCT Inst Processor.

5.13 Intellectual Property

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



5.14 Contractual provisions

The Scheme contains legal obligations which are binding on the Participants and on the OCT Inst Processors and which are enforceable against a Participant or an OCT Inst Processor by the EPC, by another Participant or by another OCT Inst Processor. The whole Scheme is intended to have legal effect. In the event of any inconsistency between the provisions of the Scheme, the provisions of this Chapter 5 shall prevail. Subject to the prevalence of provisions in this Chapter 5, the provisions of Chapter 4 shall prevail over any other provision in the Scheme.

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

The terms of each agreement governing the provision and use of services relating to the Scheme between respectively the Payee and Euro Leg-Based Payee's PSP and the Payer and Euro Leg-Based Payer's PSP shall continue for the benefit of the successors and permitted assignees of any relevant party.

Any reference in the Scheme to statutes or statutory instruments shall be to such statutes or statutory instruments as amended or replaced from time to time.

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

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

Headings in the Scheme is used for ease of reference only.

The Scheme is governed by, and shall be construed in accordance with, Belgian law.

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

5.15 Application of the EU legislation between Participants

The Participants to the Scheme, i.e., the Euro Leg-Based Payee's PSP, the Euro Leg Entry PSP, the Euro Leg-Based Payer's PSP and the Euro Leg Exit PSP are subject to the applicable EU regulatory framework, if based in an EEA SEPA country, and to the applicable EU regulatory framework as extended to them by effect of adherence to the SEPA Geographical Scope, if based in a non-EEA SEPA country. The full list of SEPA countries and related regulatory requirements is available on the EPC's website.

Accordingly, each Participant that is not subject to the Payment Services Directive under its national law shall vis-à-vis other Participants and vis-à-vis its Payees and Payers 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 Title III and IV of the Payment Services Directive and are relevant for One-Leg Out Credit Transfers.

Further, each Participant (whether or not subject to the Payment Services Directive) 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 Payees and Payers that either conflict or that could potentially conflict with the provisions in Title III and IV of the Payment Services Directive.

For the avoidance of doubt and notwithstanding the above paragraphs of this section, it is recognised that the compliance obligations for a Participant that is not subject to the Payment Services Directive under its national law and is operating outside the EEA shall not include the



obligations resulting from Article 66 and related Articles of the Payment Services Directive as these Articles should only apply in combination with the authorisation framework within the EEA in accordance with Titles I and II of the Payment Services Directive.

The above principles apply mutatis mutandis to each Participant with respect to the provisions of Article 5 and the Annex of the SEPA Regulation.



6 EPC Payment Scheme Management

The Entity managing the Scheme is EPC AISBL acting in accordance with the EPC By-Laws.

The Management of the Scheme comprises two functions. The first function involves the administration of the Scheme and the process of maintaining and managing the evolution of the Scheme, and the second function involves ensuring compliance with the Scheme.

The detailed rules that describe the operation of these functions are set out in the EPC Payment Scheme Management Rules under ANNEX II of the Rulebook and in the Dispute Resolution Committee (“DRC”) Mandate.

6.1 Development and Evolution

The administration, maintenance and evolution function of the EPC Payment Scheme Management Rules establishes rules and procedures for administering the adherence process for the Scheme, as well as formal change management procedures for the Scheme. The change management procedures aim to ensure that the Scheme is kept relevant for its users and up to date, with structured processes for initiating and implementing changes to the Scheme and related documentation. An important component of change management is the innovation of ideas for enhancing the quality of the existing Scheme, based always on sound business cases.

The development of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Participants, OCT Inst Service Providers, Payment Service Users as well as other concerned groups.

The administration function of the Scheme shall be carried out by the Secretariat, under the authority of the Payment Scheme Management Board (PSMB).

The development and evolution function shall be performed by the PSMB, supported by the Payment Scheme Evolution and Maintenance Working Group (PSEMWG) or by such other working and support group as the PSMB may designate. The PSMB and the PSEMWG shall perform the maintenance and evolution function in accordance with the procedures set out in ANNEX II of the Rulebook.

6.2 Compliance

The compliance function of the Scheme establishes rules and procedures for addressing complaints related to the admission process of applicant Adherents, cases of claimed non-compliance by Adherents with the Scheme and for addressing situations where Adherents are unable to resolve their grievances through local or national dispute resolution methods, always in a fair and transparent manner, in accordance with the Scheme and general principles of applicable law.

Pursuant to the EPC By-Laws, the compliance function of the Scheme is the responsibility of the Dispute Resolution Committee (“DRC”), under the delegated authority granted by the Board.

The role of the DRC is limited to the following:

- Administration related complaints under the Scheme – the DRC shall be responsible for investigating complaints from applicant Adherents whose application for participation in the Scheme has been rejected; and
- Compliance related complaints under the Scheme – the DRC shall be responsible for investigating alleged breaches of the Scheme of its own accord or following a complaint



made by one or more Adherents, evaluating such complaints and determining appropriate sanctions against Adherents 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 detailed mandate of the DRC, including the dispute resolution and appeals processes in the context of the Scheme Management by the EPC.

The roles, rights and powers of the PSMB and the DRC are set out in detail in ANNEX II of the Rulebook, in the DRC Mandate and in the EPC by-Laws.

The PSMB and the DRC are supported by a common EPC Secretariat in the exercise of their functions.

The parties to the Scheme are the EPC and each Adherent. The PSMB and the DRC are established by the EPC in accordance with the EPC By-Laws, ANNEX II of the Rulebook and the DRC Mandate as organs of the EPC. In the Scheme, references to the rights, obligations and entitlements of the PSMB and the DRC may be read as references to the rights, obligations and entitlements of the EPC.

ANNEX II forms part of the Rulebook and may only be amended in accordance with the procedures set out in the sections concerned of ANNEX II.

The ANNEX II shall be binding on Adherents in accordance with section 1.5 and 5.2 of the Rulebook.



7 Defined Terms in the Rulebook

Term	Definition
Account	An account held in the name of one or more payment service users held at an FI in the non-Euro Leg which is used for the execution of payment transactions and having an IBAN or an alternative identifier as Account identifier.
Actor	Defined in section 3.1.
Adherence Agreement	The agreement to be completed as part of the process by which an entity applies to become a Participant or an OCT Inst Processor. The agreement is found as ANNEX I of the Scheme.
Adherent	An entity accepted to be using the Scheme in accordance with section 5.4 in the capacity of a Participant or of an OCT Inst Processor.
Alias	Is an alternative name used to retrieve the unique identifier of an Account/a Payment Account from an Alias lookup application, system or scheme. 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.
AOS	See section 2.2.
BIC	See Business Identifier Code.
Board	Board of the EPC which is a different EPC decision-taking body than the PSMB.
Bulk Payment	See section 4.5.1.
Business Identifier Code (BIC)	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions.
Calendar Day	A Calendar Day means any day of the year.
CBPR+	Cross Border Payments and Reporting Plus by SWIFT.
Clearing	The process of transmitting, reconciling and, in some cases, confirming payment orders prior to Settlement, possibly including the netting of instructions and the establishment of final positions for Settlement.
CSM	Clearing and Settlement Mechanism. See section 3.1.
Currency Conversion	Or also called Foreign Exchange (FX). It is the trading of a transaction amount in one currency for another currency.
Customer-to-PSP Space	Covers the interactions between a Euro Leg-Based Payer's PSP and its Payer, and between a Euro Leg-Based Payee's PSP and its Payee.
Cut-off Time	Time cycles expressed in the time-unit "day" or in more detailed time limits expressed in "hours-minutes". See section 4.2.2.



Term	Definition
Dispute Resolution Committee	EPC body that performs the compliance function related to the Scheme as described in Chapter 6.
DRC	Dispute Resolution Committee.
EEA	European Economic Area.
EPC	European Payments Council.
EPC By-Laws	The By-Laws of the European Payments Council as amended from time to time.
EU	European Union.
Euro Leg	Part of the One-Leg Out Instant Credit Transfer chain handled between the Euro Leg-Based Payee's PSP/Payer's PSP and the Euro Leg Entry PSP/Exit PSP respectively.
Euro Leg Entry PSP	See section 3.1.
Euro Leg Exit PSP	See section 3.1.
Euro Leg-Based	Refers to an entity established in and/or licensed to operate in a country or territory included in the SEPA Schemes' geographical scope (see [3]) and that operates in the Euro Leg.
Euro Leg-Based Payee's PSP	See section 3.1.
Euro Leg-Based Payer's PSP	See section 3.1.
Exception Handling	A specific transaction handling process to be followed when one of the parties involved in an OCT Inst Transaction does not or cannot process the transaction in the normal way. This exception handling involves the sending of messages called R-transactions because their names all start with an R: Rejects, Returns, and Recalls. The definitions of the various R-transactions are outlined in the section 4.3.4 of the Scheme.
Execution Time Cycle	This describes the time constraints of a process in terms of seconds per key process step.
FI	Financial Institution.
File	An electronic envelope containing a number of transactions that allows the receiver of the File to control its integrity. A File may contain a single transaction, or several single transactions, or groups of transactions.



Term	Definition
Financial Institution	It is a non-Euro Leg-Based institution that operates outside the SEPA Schemes' Geographical Scope (see [3]), or that is established and/or licensed in [3] but operates in the non-Euro Leg of the OCT Inst Instruction or Transaction concerned. Under the Scheme, it can take up the role of a non-Euro Leg Payer's Financial Institution and/or non-Euro Leg Payee's Financial Institution.
Funds	In relation to a payment transaction shall mean banknotes and coins, scriptural money or electronic money as defined in point (2) of Article 2 of Directive 2009/110/EC.
IBAN	International Bank Account Number (IBAN): uniquely identifies an individual account at a specific financial institution in a particular country (ISO 13616).
IGs	Implementation Guidelines.
Immediate(ly)	Synonym for Instant(ly).
Initial Amount	Original ordered amount for an OCT Inst Instruction as specified by the Payer to the Euro Leg-Based Payer's PSP or to the non-Euro Leg Payer's FI.
Inquiry	Process described in section 4.4.
Instant Payment System	A scheme or system operating 24 hours a day and possibly on all calendar days of the year. It executes a transfer of Funds between Payment Accounts/Accounts of payment end-users within a limited number of seconds, whereby these Funds are Instantly Made Available to the Payee.
Instant(ly)	At once, without delay.
Intermediary FI	See sections 3.1.
Intermediary PSP	See sections 3.1 and 3.4.
Inter-PSP Level or Space	Covers the interactions between a Euro Leg-Based Payee's PSP and the Euro Leg Entry PSP, and between a Euro Leg-Based Payer's PSP and the Euro Leg Exit PSP.
IP+	Cross-Border Instant Payments Plus by SWIFT.
Issues, Complaints or Findings of Scheme-wide Importance	An issue or complaint of Scheme-wide importance shall be understood to be a matter that could be seen as creating reputational damage to the Scheme or that could negatively affect the integrity or the proper functioning of the Scheme.
List of Adherents under the OCT Inst Scheme	The list of Adherents mentioned under Chapter 5 and published by the EPC.
Loss	Shall have the meaning given in chapter 5 of the Scheme.



Term	Definition
Major Incidents	<p>According to the ECB / Eurosystem's "major incident reporting framework for payment schemes and retail payment systems" (also referred to herein as 'the Framework') an incident should be understood as "operational or security incident" in the case of "a singular event or a series of linked events unplanned by ... the scheme's governance authority⁶ which has or will probably have an adverse impact on the integrity, availability, confidentiality, authenticity and/or continuity of payment-related services".</p> <p>Incidents that fulfil either one or more criteria at the 'higher impact level' or three or more criteria at the 'lower impact level' should be classified as 'major' according to the Framework.</p> <p>The assessment of materiality of an operational or security incident shall be carried out by the Participant and by the OCT Inst Processor based on the detailed criteria which are made available to Adherents and kept updated by the EPC in document EPC190-18.</p>
Making/Make/ Made Funds Available	This action means that the Payee has Immediate use of the Funds subject to the Terms and Conditions governing the use of the Payment Account/Account of the Payee.
Non-Euro Leg	Part of the OCT Inst Transaction chain between the non-Euro Leg Payer's FI/ Payee's FI and the Euro Leg Entry PSP/ Exit PSP respectively.
Non-Euro Leg Payer's FI/ Payee's FI	An entity overall accountable for the processing of the Non-Euro Leg for such international instant credit transfer. See section 3.1.
OCT Inst	OLO Instant Credit Transfer.
OCT Inst Processor	See section 3.1.
OCT Inst Recall	See section 4.3.4.3.
OCT Inst Reject	See section 4.3.4.1.
OCT Inst Return	See section 4.3.4.2
OCT Inst Scheme Customer-to-PSP Implementation Guidelines	They set out the rules for implementing the credit transfer ISO 20022 XML standards in the Customer-to-PSP Space, constitute a binding supplement to the Scheme, described with reference [1] in the Scheme.
OCT Inst Scheme Inter-PSP Implementation Guidelines	They set out the rules for implementing the credit transfer ISO 20022 XML standards in the Inter-PSP Space, constitute a binding supplement to the Scheme, described with reference [2] in the Scheme.

⁶ As defined in the ECB's "Harmonised oversight approach and oversight standards for payment instruments"



Term	Definition
OCT Inst Service Provider	Includes Payment Service Providers, OCT Inst Processors, technical service providers offering technical services for purposes directly linked to the Scheme, the Clearing provider and the Settlement provider.
OLO	One-Leg Out.
OLO Instant Credit Transfer	<p>The OLO Instant Credit Transfer is the payment instrument governed by the Scheme for making international instant credit transfers between</p> <ul style="list-style-type: none"> • a Payment Account held at a PSP established in and/or licensed to operate in a country or territory included in the SEPA Schemes' geographical scope (see [3]) whereby this PSP operates in the Euro Leg; and • an Account held at a FI being a non-Euro Leg-Based institution that operates in a country or territory outside [3], or being established and/or licensed in [3] but operates in the non-Euro Leg of the OLO Instant Credit Transfer Instruction or Transaction concerned.
OLO Instant Credit Transfer Instruction (OCT Inst Instruction)	An instruction given by a Payer to a Euro Leg-Based Payer's PSP or to a non-Euro Leg Payer's FI requesting the execution of an OLO Instant Credit Transfer Transaction, comprising such information as is necessary for the execution of such Transaction.
OLO Instant Credit Transfer Transaction (OCT Inst Transaction)	An instruction given by a non-Euro Leg Payer's FI or a Euro Leg-Based Payer's PSP by forwarding the Transaction directly or indirectly to a Euro Leg Entry PSP or a Euro Leg Exit PSP, who in its turn forwards it to the Euro Leg-Based Payee's PSP or the non-Euro Leg Payee's FI.
One-Leg Out	Refers to international credit transfers whereby only the financial institution of either the Payer or of the Payee is located in the Euro Leg.
Participant	An entity accepted to be using the Scheme in accordance with section 5.4 of the Scheme in the role of a Euro Leg-Based Payee's PSP, a Euro Leg-Based Payer's PSP, a Euro Leg Entry PSP and/or a Euro Leg Exit PSP.
Payee	A natural or legal person who holds a Payment Account/ Account and is the intended recipient of Funds which have been the subject of a payment transaction. An PSP or an FI can take up the role of Payee in accordance with applicable law and without detriment to the Scheme. See section 3.1.



Term	Definition
Payer	A natural or legal person who holds a Payment Account/ Account and allows a payment order from that Payment Account/ Account. An PSP or an FI can take up the role of Payer in accordance with applicable law and without detriment to the Scheme. See section 3.1.
Payment Account	An account held in the name of one or more Payment Service Users held at a Euro Leg-Based PSP which is used for the execution of payment transactions and having an IBAN as Payment Account identifier within the Euro Leg.
Payment Scheme Evolution and Maintenance Working Group	The EPC body supporting the PSMB in the maintenance and evolution function of the EPC Payment Scheme Management.
Payment Scheme Management Board	The EPC body that is responsible for performing the EPC Payment Scheme Management Functions.
Payment Service User	A natural or legal person making use of a payment service in the capacity of Payer, Payee, or both under the Scheme.
Payment Services Directive (PSD)	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 (PSD 2), as amended from time to time.
Proxy	Data used to retrieve the unique identifier of an Account/ a Payment Account from a Proxy lookup application, system or scheme. This could be e.g., the mobile phone number, an e-mail address of the Payer and/or of the Payee.
PSEMWG	Payment Scheme Evolution and Maintenance Working Group.
PSMB	Payment Scheme Management Board.
PSP	Any 'Payment Service Provider' as defined in PSD2 that is eligible to use the Scheme. It is an entity established in and/or licensed to operate in a country or territory included in the SEPA Schemes' geographical scope (see [3]) and operates in the Euro Leg of the OCT Inst Instruction or Transaction concerned. Under the Scheme, it can take up the role of a Euro Leg-Based Payee's PSP, a Euro Leg-Based Payer's PSP, a Euro Leg Entry PSP and/or a Euro Leg Exit PSP.
Reachability	Reachability is the concept that all Payment Accounts in the Euro Leg are accessible for the receiving of OCT Inst Transactions under the Scheme.



Term	Definition
Remittance Information	Information supplied by the Payer in the OCT Inst Instruction and transmitted to the Payee in order to facilitate the payment reconciliation.
Requested Execution Date and Time	This date and time correspond to a date and time requested by a Payer for commencing the execution of the OCT Inst Instruction in accordance with section 4.2.1 of the Scheme.
Reservation of the Amount	For outgoing OLO Instant Credit Transfer: The Euro Leg-Based Payer's PSP either (i) Instantly reserves the amount of the OLO Instant Credit Transfer on the Payer's Payment Account with this information being Instantly accessible to the Payer, or (ii) Instantly debits the amount of the OLO Instant Credit Transfer from the Payer's Payment Account. In both instances the Euro Leg-Based Payer's PSP thereafter sends an OCT Inst Transaction message through the Inter-PSP Space to the Euro Leg Exit PSP.
Risks of Scheme-wide Importance	Risks of Scheme-wide Importance shall be understood to be those risks for the Scheme that could be seen as creating reputational damage to the Scheme or that could negatively affect the integrity or the proper functioning of the Scheme.
Rulebook	The OCT Inst Scheme Rulebook, as amended from time to time.
Scheme	The OCT Inst Scheme, as described in the Rulebook. It is a set of rules, practices and standards which PSPs have agreed upon to execute transactions through a specific payment instrument. It is different from a payment system, which is a technical infrastructure that processes transactions in line with the rules defined in such Scheme.
SEPA	Single Euro Payments Area.
SEPA Banking Business Day	It equals a TARGET2 day. It is applied for the Inter-PSP Space execution for OCT Inst Recalls, OCT Inst Inquiries and related responses.
SEPA Regulation	Regulation (EU) 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009.
Settlement	An act that discharges obligations with respect to the transfer of Funds between Actors of the Scheme.
Settlement Date	The date on which obligations with respect to the transfer of Funds between Actors of the Scheme are discharged.



Term	Definition
Single Euro Payments Area	Is the area where citizens, companies and other economic actors will be able to make and receive payments in euro, within all the EU Member States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location. For the geographical scope, see [3].
STP	Straight-through Processing which is a prerequisite for cost efficient handling of One-Leg Out Instant Credit Transfers.
Supporting Documentation	A legal opinion in the form set out on the website of the EPC, duly executed by the undertaking's internal or external counsel.
Terms and Conditions	The general Terms and Conditions that a PSP has with its Payers and/or Payees and which may contain dispositions about their rights and obligations related to One-Leg Out Instant Credit Transfers. These dispositions may also be included in a specific agreement, at the Participant's choice.
Time Cycle	This describes the time constraints of a process in terms of days, hours or seconds per key process step.
Time Stamp	Data in electronic form which binds other data in electronic form to a particular time establishing evidence that the latter data existed at that time.



ANNEX I One-Leg Out Instant Credit Transfer Scheme Adherence Agreement

This is included as an example only.

The definitive version is to be found on the EPC Website

As part of the Guide to the EPC Scheme Adherence Process [4]



One-Leg Out Instant Credit Transfer Adherence Agreement

To: The European Payments Council (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.

PREAMBLE

- (A) The One-Leg Out Instant Credit Transfer (OCT Inst) Scheme (the “**Scheme**”) is a set of rules to process the Euro Leg of One-Leg Out Instant Credit Transfers in all SEPA countries, namely the EU member states, the three additional member states of the European Economic Area (the EEA), and other countries and territories which have been admitted to the SEPA geographical scope having met the EPC's criteria for adherence to and participation in SEPA, as listed on the EPC website and updated from time to time.
- (B) The EPC oversees the operation of the Scheme in accordance with the terms and conditions set out in the One-Leg Out Instant Credit Transfer Scheme Rulebook (the “**Rulebook**”).
- (C) The Rulebook sets out the rights and obligations of all institutions bound by its terms (the Participants and OCT Inst Processors being referred to as “**Adherents**”) and the EPC, and binds each Adherent to comply with their obligations to the EPC and to all other Adherents pursuant to the rules set out therein.
- (D) The EPC, acting on its behalf and on behalf of all Adherents, will notify the Applicant of the date of inclusion of the Applicant in the EPC Register of Adherents. This Adherence Agreement becomes effective as of the provided “**Readiness Date**” as between the Applicant, the EPC and other Adherents.
- (E) As of the Readiness Date the Applicant shall become an Adherent and be bound to all the obligations, and entitled to all the benefits, set out in the Rulebook.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Applicant states to support the Scheme as
 - a. ☐ A **Participant** supporting OCT Inst Transactions in the role of
 - i. ☒ Euro Leg-Based Payee’s PSP (mandatory)
 - ii. ☐ Euro Leg Entry PSP



iii. ☐ Euro Leg-Based Payer's PSP

iv. ☐ Euro Leg Exit PSP

AND/OR as:

b. ☐ An **OCT Inst Processor** for the entities listed in the accompanying Schedule.

2. The Applicant hereby undertakes to all Adherents 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 Readiness Date.
3. The Applicant makes the following representations and warranties:
 - 3.1 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, including the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them (e.g., the EBA Guidelines on Outsourcing, as amended from time to time).
 - 3.2 The signatories of the Applicant, and the agent signing on behalf of the Applicant if applicable, have all necessary corporate authorisations and the power and authority to bind the Applicant to the Scheme.
 - 3.3 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.
 - 3.4 The Applicant is in a position to comply with all of the obligations set out in the Scheme by the Readiness Date as stated in the accompanying Schedule, including, but not limited to, the requirement to be able to process an OCT Inst Transaction as defined in the Rulebook, 24 hours a day on all Calendar Days of the year (this includes all business continuity arrangements set up by the Adherent itself or on behalf of the Adherent to guarantee the processing of an OCT Inst Transaction).
4. By submitting this completed form of Adherence Agreement, the Applicant agrees to be bound by the provisions of the EPC Payment Scheme Management Rules governing applications for participation in the Scheme, whether or not it becomes an Adherent.
5. 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.
6. The Applicant consents to the publication of its name and basic details of its adherence application on the public website of the EPC.
7. This Agreement is governed by Belgian law.



FOR AND ON BEHALF OF THE APPLICANT

Signed by (1)

By (2) (if necessary)

Name/Position -----
Date of signature -----

Name/Position -----
Date of signature -----

Where this Adherence Agreement was signed by two signatories on different dates, it shall be considered as being dated the later date.



SCHEDULE

Information to the One-Leg Out Instant Credit Transfer Adherence Agreement

The Applicant must supply the information requested in this 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 following information must be included in the Schedule where relevant:

- Full name of applicant OCT Inst Processor (if adhering on behalf of applicant Participant)
- BIC Code (BIC 8 or BIC 11) of OCT Inst Processor (if available)
- Street address of applicant OCT Inst Processor
- Postal code of applicant OCT Inst Processor
- City of applicant OCT Inst Processor
- Country of applicant OCT Inst Processor
- VAT number of applicant OCT Inst Processor
- Legal Entity Identifier (LEI) of applicant OCT Inst Processor (if available)
- Readiness date of applicant OCT Inst Processor
- General contact e-mail address of applicant OCT Inst Processor
- Major Incident Reporting contact e-mail address of applicant OCT Inst Processor
- E-mail address and phone number of contact person/ department for invoicing of applicant OCT Inst Processor
- Address for invoicing of applicant OCT Inst Processor (only to be completed if different from official address of applicant OCT Inst Processor)
- Preferred payment instrument for Scheme Participation fee invoicing (SEPA Direct Debit Core or SEPA Credit Transfer)
- Full name of applicant Participant
- BIC Code (BIC 8 or BIC 11) of applicant Participant
- Street address of applicant Participant
- Postal code of applicant Participant
- City of applicant Participant
- Country of applicant Participant
- VAT number of applicant Participant
- Legal Entity Identifier (LEI) of applicant Participant (if available)
- Readiness date of applicant Participant
- Reachable as
 - ☒ Euro Leg-Based Payee's PSP (mandatory)
 - ☐ Euro Leg Entry PSP
 - ☐ Euro Leg-Based Payer's PSP
 - ☐ Euro Leg Exit PSP



- General contact e-mail address of applicant Participant
- Major Incident Reporting contact e-mail address of applicant Participant
- E-mail address and phone number of contact person/ department for invoicing of applicant Participant
- Address for invoicing of applicant Participant (only to be completed if different from official address of applicant Participant)
- Preferred payment instrument for Scheme Participation fee invoicing (SEPA Direct Debit Core or SEPA Credit Transfer)
- E-mail address and phone number of contact person handling Applicant's Adherence Pack in-house
- Full name of the chosen National Adherence Support Organisation (NASO)

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.

The information supplied above shall be recorded on the EPC's List of Adherents under the OCT Inst Scheme.

The Applicant understands that any information supplied in the Schedule on the

- Applicant Participant's name, registered office address, city and country, reference BIC, readiness date and the OCT Inst scheme Participant role(s) (i.e. Euro Leg-Based Payee's PSP, Euro Leg Entry PSP, Euro Leg-Based Payer's PSP, Euro Leg Exit PSP)
- Applicant OCT Inst Processor's name, registered office address, city and country, reference BIC (if available) and the readiness date

shall be published in the EPC's List of Adherents under the OCT Inst Scheme on the public website of the EPC and may be made generally available for download by the EPC.

The Applicant understands that any other information supplied in the Schedule shall be available only to the EPC or to any National Adherence Support Organisation ("**NASO**") that has been chosen by the Applicant to assist in the completion of this application, and will not be disclosed to any other body.



ANNEX II EPC Payment Scheme Management Rules

EPC Payment Scheme Management Rules

(Approved by the EPC Board)

Abstract This document contains descriptions of the internal organisation, structure, rules, and processes that make up Scheme Management of the EPC Payment Schemes. Such processes cover Scheme maintenance, administration and compliance, and change management, including structured dialogue with stakeholders

Reason for Issue To update the latest version of the SEPA Payment Scheme Management Rules (EPC207-14 v4.5) renamed into 'EPC Payment Scheme Management Rules' in light of the publication of the One-Leg Out Instant Credit Transfer (OCT Inst) Scheme Rulebook (EPC158-22) in March 2023 and entering into force on 28 November 2023. References to the SEPA Payment Scheme(s) have been changed into EPC Payment Scheme(s).

Note: the version 5.0 of the Rules applies to the OCT Inst Scheme Rulebook as of 01 June 2023 but to the other Payment Scheme Rulebooks as of 28 November 2023. More information on this phased timeline is available in section 2.1 of these Rules.



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0. Document Information

This document sets out the rules that govern EPC Payment Scheme Management (“**EPC Payment Scheme Management Rules**”, hereinafter “**the Rules**”). This document covers the following topics:

1. Rules for the administration and compliance functions of EPC Payment Scheme Management.
2. Rules for the maintenance, development and evolution function of EPC Payment Scheme Management.



1. Introduction

1.1 The European Payments Council ("EPC")

EPC Objectives and Roles

The purpose of the EPC, as one representative of the European Payment Service Providers' sector, is to support and promote European payments integration and development, notably the Single Euro Payments Area ("**SEPA**").

The mission of the EPC is to contribute to safe, reliable, efficient, economically balanced and sustainable, convenient payments supporting an integrated European economy, its end-users' needs as well as its competitiveness and innovation goals:

- through the development and management of pan-European payment and payment-related schemes and the formulation of positions and proposals on European payment issues;
- in constant dialogue with other Stakeholders and regulators at European level; and
- taking a strategic and holistic perspective.

The EPC offers one focal point and voice for the Payment Service Providers' sector on all European payment and payment-related issues, driven by a single vision.

The EPC shall, among other things, be responsible for the performance of functions relating to Scheme Management, as set out in the relevant governance documents, including amongst others these EPC Payment Scheme Management Rules. The EPC is the owner and manager of various payment and payment-related Schemes.

The EPC is not a market infrastructure. The international non-profit association (in French: "association internationale sans but lucratif" / in Dutch: "internationale vereniging zonder winstoogmerk") named "Conseil Européen des Paiements" in French, abbreviated "CEP" and "European Payments Council" in English, abbreviated "EPC" (hereafter: "EPC") is governed by the provisions of Book 10 of the Belgian Companies and Associations Code.

Organisation of the EPC

This section sets out an overview of the organisational structure of the EPC, as described in detail in the EPC By-Laws.

The EPC Board has the powers necessary to accomplish the purpose of the EPC, except for the powers that are specifically granted to other bodies of the EPC by law or the By-Laws.

The EPC Board is supported by the following bodies in the exercise of its functions:

- the EPC Secretariat (the "**Secretariat**") performs administrative and secretarial functions in relation to the management of the EPC Schemes as well as providing technical and co-ordination support to the working and support groups and to the Scheme Management Governance Bodies as required. The Secretariat is further responsible for managing an information service on EPC Schemes.
- The Payment Scheme Management Board ("**PSMB**"), as one of the Scheme Management Governance Bodies, is responsible, under the delegated authority granted by the EPC Board, for performing the functions of management and evolution of the EPC payment Schemes.



- The Payment Scheme Participants Assembly is composed of all Payment Scheme Participants or their representatives, gathering via electronic means. It receives regular information from the Payment Scheme Management Board about its activity. The Payment Scheme Participants Assembly endorses the nomination of candidates for the Scheme Participant related seats on the Payment Scheme Management Board.
- The compliance function of the EPC Schemes is the responsibility of the Dispute Resolution Committee (“DRC”).
- The Dispute Resolution Committee mandate (EPC150-19, as amended from time to time), which is made available on the EPC website, sets out the dispute resolution and appeals processes in the context of Scheme Management.
- The Scheme Management Governance Bodies, including the PSMB, as well as the DRC are bodies with decision-making power. This power may only be exercised in relation to the specific functions of Scheme Management for which such body is responsible pursuant to the relevant governance documents.
- The Nominating and Governance Committee (“NGC”) is charged with making recommendations to the EPC General Assembly, the EPC Board and the Scheme Management Governance Bodies on potential candidates for positions in the various EPC bodies in accordance with the EPC By-Laws.

1.2 SEPA and the EPC Schemes

SEPA

The Single Euro Payments Area (SEPA) is the area where citizens, companies and other economic participants can make and receive payments in euro, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location. The aim of SEPA therefore is to create a single market for making payments, where cross border payments can be made on the same terms and conditions as national payments. SEPA is driven by the European Commission and the European Central Bank, amongst others, as a key component of the Internal Market. SEPA will create the conditions for enhanced competition in the provision of payment services. It will also generate, through harmonisation, more efficient payment systems and deliver tangible benefits for the economy and society as a whole. The common currency will be systemically strengthened by a harmonised set of euro payment instruments.

For the purposes of these Rules, SEPA shall be deemed to encompass the countries and territories which are part of the jurisdictional scope of the SEPA Schemes, as listed in the EPC List of SEPA Scheme Countries, as amended from time to time.

EPC Schemes

An important step in the creation of SEPA is the development and implementation of “**payment Schemes**” for making credit transfer and direct debit payments within SEPA (i.e. *the SEPA Credit Transfer Scheme, the SEPA Instant Credit Transfer Scheme, the SEPA Direct Debit Core Scheme and the SEPA Direct Debit Business to Business Scheme, and any other payment Scheme that the EPC may establish from time to time*), for making one-leg out credit transfers between SEPA and non-SEPA countries (i.e. *the One-Leg Out Instant Credit Transfer Scheme and any other one-leg out payment Scheme that the EPC may establish from time to time*), as well as “**payment-related Schemes**” supporting payment services (jointly hereinafter referred to as the “**Schemes**”).

To this effect, the EPC has produced the SEPA Credit Transfer Scheme Rulebook, the SEPA Instant Credit Transfer Scheme Rulebook, the SEPA Direct Debit Core Scheme Rulebook, the SEPA Direct Debit Business to Business Scheme Rulebook, and the One-Leg Out Instant Credit Transfer Scheme Rulebook (the “**Payment Scheme Rulebooks**”), as well as “**Payment-related Scheme Rulebooks**”, jointly hereinafter referred to as the “**Rulebooks**”. The Rulebooks set out binding rules and technical standards governing each of the Schemes. The Rulebooks only have legal effect between participants in the Schemes (“**Payment Scheme Participants**”) and the EPC¹.

The EPC payment Schemes are open to eligible payment service providers (PSPs) regardless of their status as “credit institutions”, “payment institutions”, “electronic money institutions” or other eligible types of institution.

The EPC is responsible for the implementation and operation of Scheme Management.

These Rules set out the rules in accordance with which the payment Schemes are administered and enforced by the EPC, as well as detailing procedures for the evolution of existing payment Schemes.

1.3 EPC Payment Scheme Management

Introduction

EPC Payment Scheme Management comprises two functions. The first function involves the administration of the Payment Schemes and the process of maintaining and managing the evolution of the Payment Schemes, and the second function involves ensuring compliance with their rules, as set out in the Rulebooks.

Administration, Maintenance and Evolution

The administration, maintenance and evolution function of EPC Payment Scheme Management establishes rules and procedures for administering the adherence process for each of the Payment Schemes, as well as formal change management procedures for these Schemes. The change management procedures aim to ensure that the Payment Schemes are kept relevant for their users and up-to-date, with structured processes for initiating and implementing changes to the Schemes, the Rulebooks and related documentation. An important component of change management is the inclusion of innovative ideas for enhancing the quality of existing Schemes.

The establishment of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Payment Scheme Participants, suppliers and end-users as well as other interested groups. That is to say, the maintenance and evolution function provides a structured and transparent means through which Payment Scheme Participants, users and suppliers can participate in a dialogue with the EPC, so that proposals for change are openly considered by all relevant parties.

The administration function of the payment Schemes shall be carried out by the Secretariat, under the authority of the PSMB.

¹ The One-Leg Out Instant Credit Transfer Scheme Rulebook also has legal effect for an One-Leg Out Instant Credit Transfer Processor (OCT Inst Processor) being a second type of adherent to this scheme rulebook alongside the OCT Inst Scheme Participant. For ease of reference, the OCT Inst Processor is covered as well under the term ‘Payment Scheme Participant’ in these EPC Payment Scheme Management Rules.



The maintenance and evolution function of the payment Schemes shall be performed by the PSMB, supported by the Payment Scheme Evolution and Maintenance Working Group (“**PSEMWG**”), in accordance with the procedures set out in these Rules.

Compliance

The compliance function of EPC Scheme Management establishes rules and procedures for addressing complaints related to the admission process of applicant Payment Scheme Participants, cases of claimed non-compliance by Payment Scheme Participants with the rules of the Schemes and for addressing situations where Payment Scheme Participants are unable to resolve their grievances through local or national dispute resolution methods, always in a fair and transparent manner, in accordance with the Rulebooks and general principles of applicable law.

Pursuant to the EPC By-Laws, the compliance function of the EPC Schemes is the responsibility of the DRC, under the delegated authority granted by the Board. The DRC Mandate sets out the detailed mandate of the DRC, including the dispute resolution and appeals processes in the context of Scheme Management by the EPC.

1.4 Fees

The EPC reserves the right to recover costs. The policy of the EPC with regard to fees related to the management of the Schemes will be decided from time to time by the EPC Board, upon recommendation of the PSMB, as set out in more detail in Appendix 3 to the present Rules.



2. Scheme Management Roles and responsibilities

2.1 Role of the Payment Scheme Management Board

The PSMB shall be responsible for performing the following functions of EPC Scheme Management related to the payment Schemes:

- Supervision of the adherence function of the payment Schemes (as performed by the Secretariat)
- Management of the maintenance and the evolution of the payment Schemes (supported by the PSEMWG, the Payment Scheme Fraud Prevention Working Group and other relevant EPC bodies)
- Interaction with the Scheme end-users and relevant stakeholders (Scheme End-User Multi-Stakeholder Group)
- Interaction with Clearing and Settlement Mechanisms and other technical providers (Scheme Technical Player Multi-Stakeholder Group)

(together, the payment Schemes' "Scheme Management Administration, Maintenance and Evolution Functions")

Important:

The version 5.0 of the Rules will apply to the One-Leg Out Instant Credit Transfer (OCT Inst) Scheme Rulebook as of 01 June 2023. The reason is that the adherence process for this Payment Scheme starts on that day, whereas the formal operational launch of the OCT Inst Scheme only takes place on 28 November 2023.

The EPC Board will keep performing the Scheme Management functions for the OCT Inst Scheme Rulebook for the period from 01 June to 28 November 2023.

The version 4.5 of the Rules continues to apply to the other Payment Scheme Rulebooks from 01 June 2023 until 28 November 2023.

As of 28 November 2023, the PSMB will take over the Scheme Management functions for the OCT Inst Scheme. From that date, the version 5.0 of the Rules will apply to all Payment Scheme Rulebooks.

2.2 Role of the Payment Scheme Participants Assembly

The Payment Scheme Participants Assembly is composed of all EPC Payment Scheme Participants (who can be represented) gathering via electronic means. The body is responsible for endorsing nominations of Scheme Participant representatives on the PSMB approved by the EPC Board, and receives regular information from the PSMB.

3. Payment Scheme Management Board

3.1.1 Composition of the PSMB

The PSMB shall be composed of maximum 25 members, one of which shall be the Chair of the PSMB. The PSMB shall be required to have 3 Independent Members.

Up to 22 PSMB members shall be representatives of Payment Scheme Participants (nominated by an individual National Community of Payment Scheme Participants or a “coalition” of National Communities of Payment Scheme Participants), subject to reaching individually or on a consolidated basis 3.5% of the following composition criterion: the total volume of credit transfers and direct debits of all national communities included with the geographical scope of the Schemes (sources: ECB “Blue Book” for EU countries and national central banks for non-EU countries). Any “excess of share” above (a multiple of) 3.5% cannot be contributed to a (another) “coalition”. At least 1 seat shall be reserved for Payment Institutions and 1 seat shall be reserved for Electronic Money Institutions (even if they fail to reach the 3.5% threshold). A cap of 4 seats per National Community from the euro area and 1 seat per National Community from outside the euro area shall apply. National Communities of Payment Scheme Participants or “coalitions” thereof may nominate one (and only one) alternate to the PSMB member(s) representing their National Community or Communities. An alternate to the PSMB member(s) representing a “coalition” of National Communities shall come from a different National Community of that coalition than the PSMB member(s) representing the coalition. Alternates shall be nominated in accordance with the principles set out in section 3.1.12 of these Rules. An alternate may only attend an PSMB meeting when the relevant PSMB member is unable to attend such meeting.

The PSMB Chair shall be an Independent Member. The PSMB Chair shall be appointed by the EPC Board in accordance with the Nominating Process set out in section 3.1.6 of these Rules.

3.1.2 Duration of Appointment

Each member shall hold office for a term of 2 years, with the possibility of re-election.

Each member who does not act as the Chair, may resign from the PSMB by giving notice in writing to the PSMB Chair and the EPC Chair, with copy to the EPC Director General via similar means, not less than 30 Calendar Days’ prior to leaving the PSMB.

The PSMB Chair may only resign from the PSMB by giving notice in writing to the EPC Chair, with copy to the EPC Director General, not less than 60 Calendar Days’ prior to leaving the PSMB.

3.1.3 Termination of Appointment by decision of the EPC Board

The EPC Board may decide to remove from office either an individual PSMB member, a group of such members or the PSMB as a whole.

This power may only be exercised if the EPC Board, after due and proper consideration, reasonably believes that either an individual PSMB member, a group of such members or the PSMB as a whole is performing the functions of the PSMB in a manner evidencing serious misconduct, a dereliction of duty, bad faith, or gross negligence. The EPC Board may further exercise this power where, after due and proper consideration, the EPC Board reasonably believes that a member of the PSMB does not have the capacity to perform the function of an PSMB member.

Any PSMB member removed from the PSMB by decision of the EPC Board shall cease to be a member of the PSMB with either immediate effect or on such a date as the EPC Board may specify taking into account the outstanding obligations of the PSMB member to the PSMB and to Scheme Management.

A member of the PSMB removed in this manner shall be notified in writing of his or her removal from the office of PSMB member.

If the mandate of a PSMB member ceases before its term, for whatever reason, the EPC Board may appoint a new member for the remainder of the term, provided that the candidate member fulfils the criteria for the composition of the PSMB of the replaced member.

3.1.4 Criteria for Membership (Scheme Participant representative member)

A member of the PSMB shall be chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective member of the PSMB must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and a proven track record at a senior level in the payments services sector. In addition, members must be fluent in English, with – in particular – the capability to understand complex documents and the ability to express views during meetings.

Subject to the foregoing, the PSMB shall aim to represent as far as reasonably practicable the composition of Payment Scheme Participants, ensuring at all times that this composition fairly represents a balance of the country, size, and industry sectors of Payment Scheme Participants and includes an appropriate representation of members from SEPA countries where the euro is the official currency.

A member of the PSMB may not also act as a member of the EPC Board. If an EPC Board member wishes to be considered for the position of PSMB member, he or she is obliged to cease acting as an EPC Board member before assuming the role of an PSMB member.

The provisions of this section 3.1.4 shall equally apply to alternates to Scheme Participant representative members.

3.1.5 Criteria for Membership (Independent Member)

An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is not otherwise affiliated with a Scheme Participant or its PSP communities, service providers or a payment services user group or user association. It is to be understood that an Independent Member cannot be allowed to work as a consultant/ contractor for a Scheme Participant or its PSP communities, service providers or a payment services user group or user association, during the course of his or her Independent Membership. A prospective Independent Member must possess appropriate academic and vocational qualifications for the position together with relevant work experience and a proven track record in a profession. In addition, members must be fluent in English, with – in particular – the capability to understand complex documents and the ability to express views during meetings. It is envisaged that an Independent Member shall provide expertise to the PSMB as well as adding breadth to the knowledge base of the PSMB membership.

After NGC consultation, the EPC Board shall have complete discretion in appointing an Independent Member in accordance with this section 3.1.5.



3.1.6 Criteria for Membership (Chair)

The PSMB Chair shall be an Independent Member chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective PSMB Chair must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and expertise. In addition, the PSMB Chair shall be fluent in English, with – in particular – the capability to understand complex documents and the ability to preside meetings in English.

The PSMB Chair shall be required to demonstrate a proven track record of leadership in his or her professional field together with relevant management experience.

After NGC consultation, the EPC Board shall have complete discretion in choosing a Chair in accordance with these criteria.

3.1.7 Duties of PSMB Members

All PSMB Members shall be required to act in accordance with the following general principles:

- each PSMB member shall act in accordance with the provisions of these Rules at all times for the duration of his or her term in office;
- each PSMB member shall owe a duty to act in the best interests of the Schemes with a view to ensuring that the Schemes are administered efficiently, fairly and professionally;
- each PSMB member shall observe the highest standards of integrity, fairness and professionalism at all times;
- as and when arising, each PSMB member is obliged to disclose and manage any conflict of interest, as set out in further detail in Appendix 2;
- each PSMB member agrees to act impartially in fulfilling the obligations of the PSMB, notwithstanding his or her membership of a particular PSP community, industry sector or position of employment. As part of this duty, an PSMB member must be mindful of and refuse any inducements, rewards, or other gifts offered to him or her in the performance of his or her duties, ensuring at all times that he or she acts and is seen to act in accordance with the highest standards of independence and impartiality. PSMB members meeting the PSMB composition criterion of 3.5% on a consolidated basis shall ensure that the relevant communities are kept up to date on any non-confidential PSMB work items;
- each PSMB member shall endeavour as far as reasonably practicable to carry out his or her duties in the PSMB with reasonable skill, care and diligence; and
- each PSMB member shall abide by the EPC Code of Conduct (EPC212-14).

The provisions of this section 3.1.7 shall equally apply to alternates to Scheme Participant representative members.

3.1.8 EPC Board Role in Policy of PSMB

The EPC Board may discuss matters of PSMB policy to ensure that the PSMB is acting within its scope and performing its role in a proper manner. The EPC Board may request the PSMB to revisit a decision which, in the view of the EPC Board, exceeds the PSMB mandate as provided for in the EPC By-Laws and the present Rules or might jeopardise the reputation, the integrity, the proper functioning or the continuity of any of the Schemes. The EPC Board, in its sole discretion, may annul or amend the disputed decision, in the event that the PSMB fails to properly justify or modify its decision.



The EPC Board shall be able to raise issues arising from the work of the PSMB in order to discuss policy issues arising in respect of the Rulebooks.

The PSMB shall report to the EPC Board and in particular raise issues relating to the substance or of the operation of the Schemes.

3.1.9 Meetings of the PSMB

The PSMB shall meet on a regular basis and not less than 2 times every year. The PSMB may convene more regularly if it is appropriate to do so in the exercise of its duties.

Meetings of the PSMB will be held physically or by telephone, video or web conference if deemed necessary by the PSMB Chair.

The PSMB members shall receive from the Secretariat written notice of the date, time and place of a meeting no less than two (2) weeks before the date of the meeting. The agenda of a meeting and the material documents necessary for the discussion will be sent no less than two (2) weeks before the date of the meeting.

Members of the PSMB are required to make every reasonable effort to attend a meeting convened in accordance with this section. Where a member is unable to attend, he or she must give reasonable notice to this effect to the Chair.

An PSMB member who is unable to attend an PSMB meeting may appoint a proxy from amongst the remaining PSMB members to vote at the meeting on his or her behalf.

An PSMB member wishing to appoint a proxy must give reasonable notice to the Chair in writing. A notice to appoint a proxy may be given either electronically or in paper format.

An PSMB member may not hold a proxy for more than 2 other PSMB members at any PSMB meeting.

The Chair must make every reasonable effort to attend a meeting convened in accordance with this section. Where the Chair is unable to attend in a particular instance, he or she may appoint another independent PSMB member in writing to carry out the functions of the Chair. In such cases, the Chair must notify other members of the PSMB in writing of this temporary appointment.

Minutes of each meeting must be prepared and filed upon approval by the PSMB members.

3.1.10 Quorum

The quorum for the meetings of the PSMB is at least 2/3rds of the total membership of the PSMB present either in person or by proxy. Where the quorum is not reached, a further meeting may be called within 30 Calendar Days of the date of the first meeting and this second meeting may properly convene and carry out PSMB business, if more than 50% of PSMB members are present either in person or by proxy and as long as the Chair is present.

3.1.11 Voting

Each member of the PSMB shall be entitled to one vote.

In respect of all matters discussed by the PSMB, resolutions may be passed with the approval of 2/3 of those present and voting on the resolution at a validly convened meeting of the PSMB.

On a vote, a member of the PSMB must disclose and manage any conflict of interest that exists or that might reasonably be expected to arise in accordance with Appendix 2.



3.1.11.1 Voting by written procedure

In exceptional cases and when the urgency of the matter so requires, the PSMB may take decisions by a written procedure. To that effect, the Chair, with the assistance of the Secretariat, shall send via regular mail or via any other means of written communication (including e-mail) which he/she deems fit, the proposed decision(s) to all PSMB members. The communication shall be accompanied by an explanation prepared by the Chair setting forth the reasons which have led to the use of the written procedure, the deadline for the vote as well as the context of the proposed decision(s).

The proposed decision(s) shall be deemed adopted, if within fourteen (14) calendar days after being sent, the number of, and votes attached to, the duly completed communications returned to the Secretariat by the PSMB members is sufficient to meet the quorums and voting requirements set forth in the present Rules.

Votes in favour, against and abstentions shall be recorded separately by the Secretariat. Results of the vote must be communicated to all PSMB members by the Secretariat within two (2) working days of the close of voting.

The decisions taken via the written procedure shall have the same legal force as the decisions taken at an PSMB meeting.

Upon request by any PSMB member submitted to the PSMB Chair within 5 calendar days from the sending to the PSMB members of the written communication including the proposed decision(s), the PSMB Chair may agree to hold an PSMB meeting by telephone in accordance with these Rules in order to provide an opportunity for additional clarifications and for a debate on the decision item(s) that was (were) proposed to be subject to the written voting procedure. In such a case, the proposed decision(s) shall be subject to approval at the telephone PSMB meeting as convened by the PSMB Chair.

3.1.12 Nominating Process

The nomination of candidates for the position of PSMB member shall be carried out by the EPC Board. The NGC shall recommend suitable candidates for this position to the EPC Board in accordance with its role, as set out in Article 9.1 of the EPC By-Laws.

Subject always to the criteria set out in 3.1.4 – 3.1.6, the EPC Board shall endeavour to ensure that the composition of the PSMB reflects a balanced composition of Payment Scheme Participants, bringing together a fair representation of the country, size and industry sectors of Payment Scheme Participants, including an appropriate representation of members from SEPA countries where the euro is the official currency.

The NGC shall provide a list of candidates for the position of PSMB member to the EPC Board at least two weeks in advance of an EPC Board meeting. This list shall include a summary of the candidates' qualifications for the position. The NGC should only include details of suitable candidates on such a list.



The EPC Board shall approve suitable candidates, subject to endorsement of the list of Scheme Participant representative members by the Payment Scheme Participants Assembly. The Scheme Participant representative members' list shall be deemed to be endorsed, unless more than 50% of the voting Payment Scheme Participants has voted against it (voting quorum), and at least 50% of Payment Scheme Participants have expressed their vote (participation quorum). In such case, the NGC shall provide a new list of candidates to the EPC Board, in accordance with the aforementioned procedure. In the interim, the existing PSMB members' term shall be extended until a new list of candidates has been endorsed by the Payment Scheme Participants Assembly and approved by the EPC Board.

The NGC may not recommend and the EPC Board may not appoint a candidate to the position of PSMB member, or propose his or her name to the EPC Board, if the candidate is in a situation of judicial administration, or bankruptcy, judicial reorganisation, dissolution or liquidation, or is subject to insolvency proceedings of a similar nature under the laws of any jurisdiction.

The NGC may not recommend and the EPC Board may not appoint a candidate to the position of PSMB member, or propose his or her name to the EPC Board, if there are reasonable grounds to believe that such a candidate is a person of ill-repute who may bring the PSMB and the Schemes into disrepute.

3.1.13 Role of the Secretariat

The Secretariat shall provide secretarial and administrative support to the PSMB.

The Secretariat shall be responsible for referring issues arising in respect of payment Scheme Management to the PSMB, as necessary.

3.1.14 Information Service

The Secretariat shall be responsible for administering an information service on EPC payment Schemes. The information service shall be open to everyone. Requests for information to the information service shall be in written format only, either by letter, fax or email.

The information service shall endeavour to respond to requests for information within 30 Business Days from the date of receiving the request for information.

3.1.15 Additional Optional Services ("AOS")

The following principles will apply to AOS:

1. All AOS must not compromise interoperability of the Schemes nor create barriers to competition. The PSMB should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebooks as part of its normal procedures.
2. AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Schemes through the EPC Schemes change management processes.
3. There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 message standards (including any community usage rules for the SEPA/EPC core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

The PSMB may receive complaints from Payment Scheme Participants in relation to the operation of community AOS in respect of the above principles. The PSMB will strive to resolve the issue in an amicable way. If no solution can be found, the PSMB may refer the complaint to the DRC, which will deal with it in an appropriate way, in accordance with the DRC Mandate.

3.1.16 Expenses

Independent Member(s) of the PSMB shall be entitled to claim reasonable expenses. The PSMB Independent Member(s) shall also be able to claim an annual representation allowance. Amounts payable may be subject to Belgian tax law, including but not limited to Belgian withholding tax, as applicable; the EPC cannot be held responsible for the fulfilment of any tax obligations of the Independent Member(s).

3.1.17 Record Keeping

The Secretariat shall keep a record of all agendas and minutes of meetings of the PSMB. Records may be held in either paper or electronic format. The PSMB shall in its absolute discretion decide whether these minutes and related documentation may be made publicly available on the EPC Website or on the internal extranet of the EPC.

3.2 Definition of Administration Role

3.2.1 Role of the Secretariat

The Secretariat is responsible for performing the administration function of EPC Scheme Management (i.e. the adherence process for becoming a Participant in the payment Schemes).

The Secretariat shall regularly update the PSMB on its activities in this context.

3.2.2 Rules for Adherence

Eligibility for Participation in payment Schemes

In order to be eligible to participate in the payment Schemes, each applicant must satisfy the eligibility criteria set out in Chapter 5.4 of the payment Scheme Rulebooks.

The Secretariat shall accept any applicant that fulfils the criteria set out in Chapter 5.4 of the payment Scheme Rulebooks and will only reject applications on the basis of failure to meet these criteria.

3.2.2.1 Rules for Adherence by an Entity in a Group/Decentralised Structure

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

A branch of an adhering entity, i.e. an entity that does not have separate legal personality, whether located in the jurisdiction of the adhering entity or in another SEPA jurisdiction, shall be deemed to be legally part of the adhering entity and able to carry out transactions in accordance with the payment Scheme Rulebooks.

3.2.2.2 Rules for Signing the Adherence Agreement

An entity may sign the Adherence Agreement on its own behalf. Alternatively, an entity may give legal authority to an agent to sign the Adherence Agreement on its behalf (for example, an agent could be a parent company, another adhering entity or PSP association). An entity that appoints an agent to sign the Adherence Agreement on its behalf must ensure that the agent is given the necessary legal authority to sign. An agent must demonstrate that it possesses the legal authority to bind an adhering entity in accordance with the local law of the entities involved. An agent signing the Adherence Agreement on behalf of other entities must demonstrate by way of legal opinion of external or internal legal counsel in a form specified by the EPC that it possesses the requisite legal authority to bind such entities.

This provision permits members of a PSP community to adhere to a payment Scheme at the same time by nominating an agent to complete the Adherence Agreement in respect of each member. Similarly, a parent company may sign an Adherence Agreement in respect of some or all of its subsidiaries and an entity in a group or de-centralised structure may sign an Adherence Agreement in respect of each of the other entities in the group or de-centralised structure. In each case, an entity signing the Adherence Agreement that acts as an agent on behalf of another must show that it possesses the legal authority to do so.

3.2.2.3 National Adherence Support Organisation ("NASO")

The EPC has, in conjunction with a national PSP community, identified one or more NASOs in respect of each SEPA community. A NASO is responsible for providing basic guidance on the adherence process and on adherence applications through a helpdesk, for liaising with the Secretariat in respect of an application (as requested by the applicant) and for such other tasks as the EPC may request it to perform from time to time. A NASO also carries out a basic preliminary review of an adherence application, if requested by the applicant to do so. The EPC publishes a list of NASOs on the EPC Website. A NASO could be a national PSP association(s) or a regulatory body, which has agreed to conduct the task on behalf of the national community.

3.2.2.4 Becoming a Scheme Participant

An application to become a Scheme Participant in one or more payment Schemes shall be made using the form of Adherence Agreement set out in the official Adherence Guide an example of which is in Annex 1 of each of the payment Scheme Rulebooks.

An application shall be accompanied by a legal opinion in the form specified by the EPC provided by either internal or external counsel on the capacity and authority of the applicant to become a Scheme Participant in one or more of the payment Schemes.

The application for adherence shall be finally submitted to the Secretariat. Except as otherwise indicated in section 3.2.2 of these Rules, before submitting the application, an applicant must consult with the relevant NASO for preliminary guidance on eligibility and documentation involved in the adherence process.

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 or its agent will receive a written notification of admission to a Scheme. The applicant becomes a Scheme Participant and becomes subject to the Rulebooks on one of the Admission Dates agreed by the PSMB and published on the EPC Website or, where requested by the applicant and agreed by the Secretariat, on a deferred Admission Date specified by the applicant in advance to the Secretariat. The Secretariat may send the written notification to the applicant in paper or electronic format.

When an applicant for participation in one of the payment Schemes fails to satisfy the eligibility criteria set out in chapter 5.4 of the Rulebooks, the Secretariat may decide to request the applicant to provide additional information, or to reject the application. When an existing Scheme Participant fails to satisfy the eligibility criteria set out in chapter 5.4 of the Rulebooks, the Secretariat will make a recommendation to the DRC, which may decide to request the existing Scheme Participant to provide additional information, or to terminate its participation to the relevant Scheme in accordance with the provisions of the DRC Mandate.

The Secretariat will, on a regular basis, and at least four times per year, report in writing on the adherence applications received and accepted to the PSMB. It will also report or seek guidance and advice on any particular issue encountered when performing its activities.

3.2.2.5 Register of Payment Scheme Participants

The Secretariat shall maintain a separate register of Payment Scheme Participants for each of the payment Schemes. The register shall contain the name, contact address and other details determined by the EPC in respect of the Scheme Participant.

The registers shall be updated by the Secretariat regularly as specified in the relevant schedule published on the EPC Website.

If the Scheme Participant changes its details, so that the register does not carry accurate data in respect of the Scheme Participant, the Scheme Participant shall notify the Secretariat as soon as it is reasonably practicable to do so. For those Participants which are part of a 'group' as described in section 7.1 of these Rules, such notification can be provided by the parent undertaking or the central body of the corresponding group or grouping. It is the responsibility of the Scheme Participant to ensure that the Secretariat is provided with information in relation to the Scheme Participant that is accurate and up-to-date at all times.

In the event of Payment Scheme 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 Payment Scheme Participants after verification of such event with the relevant national regulator or national authority. The failure of a Scheme Participant to pay the fees mentioned in section 1.4 of these Rules shall constitute an Event of Default for the purposes of this section 3.2.2.5, 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 Scheme Participant in the register(s) of the relevant Scheme(s), as of the first following register update publication, but not earlier than 30 calendar days after the issuance of such notice of suspension.



The public part of the register, containing the Participants' BIC code, name, address, operational readiness date and Scheme leaving date (if applicable), may be accessed and searched through a website of the EPC, available to all users. The register is not an operational database in respect of Scheme usage. Any operational data needed by Payment Scheme Participants in relation to other Payment Scheme Participants shall be supplied outside of the Schemes.

3.2.2.6 Unsuccessful Applications

The Secretariat may reject an application for participation in one of the Schemes if an applicant fails to satisfy the eligibility criteria set out in chapter 5.4 of the Rulebooks.

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 Scheme Participant until 3 months after the determination of its application by the Secretariat or after a determination in an appeal begun in accordance with these Rules or after a final determination of a tribunal or court responsible for determining the case.

3.2.2.7 Complaints regarding unsuccessful applications

An applicant whose application for participation in one or more of the Schemes has been rejected may file a complaint with the DRC for a re-consideration of its application. A complaint notice in such cases 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 supplied to the applicant under section 3.2.2.6 and any other information required by the DRC. The complaint shall be determined in accordance with the relevant provisions of the DRC Mandate.

4. Maintenance and Evolution

4.1 Change Management Process

4.1.1 Change Management - Guiding Principles

It is a key objective of the EPC that the Schemes are able to evolve with an evolving payment services market. To meet the demands of the Payment Scheme Participants and stakeholders including end-users and PSP communities, the Schemes 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 EPC Scheme Management.

The key principles underpinning change management are the following:

- Innovation - the Schemes shall be open to innovative proposals to improve delivery of the Schemes in order that the Schemes are competitive, efficient and able to benefit from the latest developments in payments technology.
- Compliance with applicable legislation and regulation - the Schemes 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 Schemes are carefully considered and scrutinised. Establishing open channels for Payment Scheme 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 Customer-to-PSP, the PSP-to-PSP and the PSP-to-Customer domains to ensure that changes implemented into the Schemes are viable.
- Development of SEPA - the Schemes are seen as an important platform for Payment Scheme Participants to develop SEPA-enabled products and services that allow both end-users and Payment Scheme Participants to take advantage of the development of and investment in SEPA.

4.1.2 Change Management - Terminology

The change management process shall involve ideas for changes being formulated as follows:

Change Request - A Change Request denotes any concrete and comprehensible proposal for making a change to the Schemes 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 in accordance with these Rules.

Initiator - Refers to an individual or organisation that submits a Change Request in accordance with these Rules.

PSEMWG Recommendation - The Payment Scheme Evolution and Maintenance Working Group (PSEMWG) is in charge of analysing the Change Request. Following its analysis, the PSEMWG makes a Recommendation about the Change Request. Both the Change Request and the related PSEMWG Recommendation will be submitted for a Public Consultation.

Public Consultation Document - The PSEMWG consolidates all received Change Requests in accordance with these Rules and its Recommendation on each Change Request in a Public Consultation Document.

Public Consultation - The Public Consultation starts with the publication of the Public Consultation Document on the EPC Website. Payment Scheme Participants and Stakeholders have the opportunity to comment on the Change Requests and related PSEMWG Recommendations described in the Public Consultation Document.

Change Proposal – The PSEMWG formulates a Change Proposal based on the outcome of the Public Consultation on the Change Requests and the related PSEMWG Recommendations.

Where the Change Request proposes to modify the Rulebooks and any related documentation, a Change Proposal shall include a mark-up of the Rulebooks and any related documentation to show the proposed amendments to be made to the Rulebooks and related documentation when the change would be implemented.

Change Proposal Submission Document - The PSEMWG makes the Change Proposal Submission Document which is 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 Change Proposal Submission Document also indicates that each stage of the change management process has been completed.

4.1.3 Role of PSMB and Payment Scheme Evolution and Maintenance Working Group

The management and evolution function of EPC Scheme Management shall be performed by the PSMB supported by the PSEMWG.

The PSMB shall formulate proposals to and interact with stakeholders and end-users on the evolution of the EPC Schemes and implement changes, taking into account the overall strategy and policy goals of SEPA and the EPC, identifying key needs and finding appropriate solutions.

The PSMB shall be supported by the PSEMWG. The PSEMWG is the co-ordination and administration body for change management whose role involves liaising with Initiators, reviewing Change Requests, formulating Change Proposals and guiding these through the change management process. The PSEMWG shall operate in accordance with its terms of reference. The Chair of the PSEMWG, who may or may not be a member of the PSMB, shall be invited to attend all PSMB meetings.

4.1.4 Submission of Change Requests to the Secretariat

A Change Request as described in section 4.1.2 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 PSEMWG and any contributor during the Public Consultation can understand the potential impact of the change request on the concerned Scheme 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 PSEMWG 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 (set out in chapter 5 of these Rules). Such an impact analysis emphasizes the merits of the Change Request and can influence the formulation of the PSEMWG 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.

4.1.5 Acknowledgement of Receipt of a Change Request

The Secretariat shall acknowledge receipt of the Change Request to the Initiator within 21 Calendar 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.

4.1.6 Consideration of a Change Request

The PSEMWG 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 PSEMWG 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 Schemes or the integrity of the Schemes.

In respect of (b), the PSEMWG 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 Rulebooks. Clarifications of existing rules shall not be deemed to affect the substance of the Rulebooks or the Schemes and will therefore be a Minor Change. Examples of such changes include corrections of spelling mistakes, grammatical corrections, or minor adjustments to technical standards in the Rulebooks to take account of upgrades. More information about the process for Minor Changes are set out in section 4.3 of these Rules.

A Major Change by contrast is a change that affects or proposes to alter the substance of the Rulebooks and the Schemes. Examples of such changes include the addition or development of new technical standards, proposals for new services to be offered in the Schemes, or changes affecting policy. Any change to chapters 5 and 6 of the Rulebooks shall always be a Major Change. Changes that are classified as Major Changes are approved through detailed consultation, as set out in section 4.2 of these Rules.

Any change to the Rules shall not be counted as Minor Change. Such Change Requests shall be submitted first to the EPC Legal Support Group (LSG) for its advice. The Change Request and the related LSG advice are then presented to the PSMB for a first assessment unless the Change Request was initiated by the PSMB itself. Any decision to integrate or not to integrate a Change Request for change to the Rules into the Public Consultation Document must be endorsed by both the PSMB and the EPC Board.



4.1.7 Publication of Change Requests

All Change Requests that comply with the published EPC template for Change Requests and with the section 4.1.4 of these Rules shall be submitted for Public Consultation. The PSEMWG 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.

4.2 Process for Major Rulebook Changes

4.2.1 Preparation of PSEMWG Recommendation

Once a Change Request from the Initiator has been classified as a Major Change by the PSEMWG, the PSEMWG 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 PSEMWG will also indicate if the Change Request meets the criteria set out in section 4.1.6 of these Rules. The PSEMWG may ask the Initiator to provide an impact analysis to demonstrate the potential of the Change Request.

The PSEMWG will determine whether any Change Request which includes a request for expedited implementation in accordance with section 4.2.7 of these Rules on grounds that the proposed change constitutes a non-operational change, does indeed qualify as such. If the PSEMWG is satisfied that a Change Request would have no operational impact on Payment Scheme Participants and that it is suitable for an expedited implementation, the PSEMWG will make a recommendation to the PSMB that the Change Request is implemented as a non-operational change in accordance with section 4.2.7.

Where the change as presented in the Change Request proposes to modify the Rulebooks and any related documentation, the PSEMWG recommendation on the basis of the Change Request shall also show the likely amendments to be made to the Rulebooks and related documentation in case of implementing the proposed change.

The PSEMWG 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 PSEMWG 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**:
 - The new feature is optional and the Rulebook will be amended accordingly.
 - Each Scheme Participant may decide to offer the feature to its customers, or not.
- d. The change is **not considered fit for SEPA wide use** and could be taken up as an **additional optional service (AOS)** by interested communities:
 - The proposed new feature is not included in the Rulebook or in the Implementation Guidelines released by the EPC with regard to the Rulebook.
 - The development of AOS is out of scope of the EPC. The EPC does however publish declared AOS arrangements on the EPC Website for information.
 - The EPC may consider the inclusion of AOS arrangements, if supported by a sufficient number of communities, in a future version of the Rulebook.

e. The change **cannot be part** of the Scheme:

- It is technically impossible or otherwise not feasible (to be explained on a case-by-case basis).
- It is out of scope of the Scheme.
- It does not comply with the SEPA Regulation or any other relevant EU or Belgian legislation.

The PSEMWG will share the Public Consultation Document containing the Change Requests and the related PSEMWG recommendations with the PSMB, the Scheme End-User Multi-Stakeholder Group (SEU MSG) and the Scheme Technical Player Multi-Stakeholder Group (STP MSG) prior to the start of the Public Consultation on the Change Requests.

4.2.2 Dialogue

4.2.2.1 *With the Initiator*

In the course of developing its recommendation on the Change Request, the PSEMWG may consult with the Initiator for clarification purposes. To that end the PSEMWG 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 PSEMWG.

4.2.2.2 *With the Overseer*

The Secretariat shall inform the Eurosystem's lead overseer (hereinafter referred to as "the Overseer") in due time (no later than at the start of the public consultation) about any planned changes to the scheme which would be classified by the Overseer, according to its own criteria, as "major" (those changes will be referred to as "Major Change with an Oversight impact" for purposes of these Rules).² In addition, relevant documentation where necessary shall be submitted by the Secretariat to the Overseer as soon as available.

The Overseer will then assess the significance of the change and whether an assessment is required. Furthermore, the Overseer will evaluate which Eurosystem oversight standards³ may be affected by the change and communicate it to the EPC. This would in particular be the case for major changes to the design or functioning of the scheme, where such changes either significantly alter the setup of the scheme rules or introduce major new business features. Such changes may have an impact on the risk situation in the scheme and have the potential to have an impact on the level of observance of the scheme against the oversight standards if not properly managed.

Examples of changes to a scheme likely to be considered as "major" from an oversight perspective are:

- Changes in the legal and/or organisational structure of the scheme;
- Changes to the scheme rules, with a significant impact, including where this might affect the legal soundness of the scheme;
- the introduction of new business functionalities that have a significant impact on the functionality of the scheme;

² The Overseer publishes its own criteria for the classification of changes that are considered major in its oversight guide for payment schemes. This document is publicly available on www.ECB.Europa.eu

³ The Eurosystem's oversight standards for payment schemes are published on the website www.ECB.Europa.eu



- The migration of the scheme to a new business model (e.g., from four-party scheme to three-party scheme).

If a change is classified as “major” by the Overseer, the Secretariat prepares a self-assessment of the envisaged change against the oversight standards affected. The Overseer will review the self-assessment and provide feedback to the EPC in relation to the implementation of the change. In case a need is identified that would downgrade the level of compliance of the scheme against the oversight standards, the Overseer will alert the EPC and issue recommendations that would allow the EPC to reconsider the relevant Change Request before implementation.

The feedback from the Overseer to the EPC in relation to the implementation of the change should be reviewed by the PSEMWG with the assistance of the LSG and a change proposal shall be submitted to the PSMB along with the Change Proposals based on the comments received from the Public Consultation.

4.2.3 Public Consultation on Change Request

Once the PSEMWG has concluded on its recommendations related to each Change Request, the PSEMWG shall begin the process of consulting Payment Scheme Participants and stakeholders including end users and service suppliers 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 PSEMWG shall aim to conclude the Public Consultations after 90 Calendar Days of publication of the Public Consultation Document on the EPC Website.

Payment Scheme Participants

PSP communities are requested to ask their members which are Participants to the Schemes whether they support or not the Change Request or the related PSEMWG Recommendation. Each PSP community then notifies the PSEMWG of the outcome of such a consultation with its members. Payment Scheme Participants, through their PSP communities, may provide comments on the Change Requests to the PSEMWG.

Such community feedback is essential to determine whether a Change Request is supported by a majority of the responding Payment Scheme Participants from that PSP community. It is a valuable contribution for the PSMB during its deliberations to accept or not a Change Proposal (reference is made to section 4.2.5 of these Rules).

End-user and suppliers

End-users and suppliers can give contributions through the SEU MSG and the STP MSG as described under section 4.4 of these Rules.

4.2.4 Process following Public Consultation

The PSEMWG shall collect and analyse the support for each Change Request and the comments received from all Payment Scheme 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 PSEMWG may bring together more than one change, developed from one or more Change Requests.

The PSEMWG 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 PSMB for decision-making purposes in accordance with section 4.2.5 of these Rules, and to the SEU MSG and the STP MSG. The SEU MSG and the STP MSG formulate their respective positions as described in section 4.4 of these Rules and address them to the PSMB for its final deliberations in accordance with section 4.2.5.

4.2.5 PSMB Deliberations on the PSEMWG Change Proposal Submission Document and on the Positions from the EPC Stakeholder Fora

The PSMB deliberates on the Change Proposal Submission Document from the PSEMWG and the position documents from the SEU MSG and the STP MSG. The PSMB shall finally determine whether or not to accept a Change Proposal after consideration of the position from the EPC Stakeholder Fora in accordance with section 4.4 of these Rules.

If the PSMB considers that the Change Proposal could be of strategic relevance to the EPC, for example when the Change Proposal relates to the geographic scope of the EPC Schemes or to the Change release process and cycle itself, the Change Proposal shall be submitted for endorsement to the EPC Board, without which it could not be accepted by the PSMB.

4.2.6 Publication

The Change Proposal Submission Document submitted to the PSMB shall be published on the EPC Website along with the decision of the PSMB on each Change Proposal. The PSEMWG shall publish all Change Requests and Change Proposals, irrespective of whether the change has been accepted or rejected at the PSMB.

4.2.7 Change Release Process Cycle

The PSMB shall launch a Change Release Process at a minimum every two years but may at its discretion decide on a shorter cycle. This will ensure that Payment Scheme Participants and stakeholders have sufficient time to gain sufficient experience with the respective changes of the last change cycle. This should further ensure Scheme stability for all actors.

In order to ensure that the Schemes are not disrupted by the rapid implementation of numerous Change Proposals in a short space of time, it shall not be possible for the PSMB to approve more than 1 Change Proposal Submission Document in any year, except in exceptional circumstances (see sections 4.2.8 and 4.2.9 of the Rules).

The EPC may only implement a Change Proposal, as approved by the PSMB, at the earliest 6 months after the date on which the Change Proposal is published on the EPC Website in accordance with section 4.2.6. In respect of complex changes, the EPC may specify a longer period of notice before implementing a Change Proposal.

The EPC may implement a Change Proposal on shorter notice where the change proposed pertains to any section of these Rules. Changes proposed to any section of these Rules shall take effect on a date to be determined by the PSMB but not earlier than 30 calendar days after PSMB approval.



A change which has been designated by the PSMB as a non-operational change suitable for expedited implementation under section 4.2.1 of these Rules may be implemented at a date earlier than 6 months after the date on which the Change Proposal is published on the EPC Website. Such date will be determined by the PSMB on a case-by-case basis following consideration of a recommendation from the PSEMWG.

4.2.8 Exceptional Change

In exceptional circumstances, the PSMB 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 Schemes or to users of the Schemes (e.g., material mistakes or significant flaws in the Scheme are reported).

The PSEMWG shall prepare, in close cooperation with the LSG, an Exceptional Change Proposal Submission Document for submission to the PSMB alongside the Exceptional Change Proposal. The SEU MSG and the STP MSG will provide their respective position documents on the Exceptional Change Proposal to the PSMB.

The PSMB shall determine whether or not to accept the Exceptional Change Proposal.

An Exceptional Change Proposal that has been considered by the PSMB shall be published on the EPC Website together with the Exceptional Change Proposal Submission Document and the decision of the PSMB.

The EPC may implement an Exceptional Change Proposal, as approved by the PSMB, 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 PSMB on a case-by-case basis.

4.2.9 Change for Regulatory Reasons

The creation of or amendments to relevant rules and regulations (including the technical requirements set out in the Annex to the SEPA Regulation as amended by the European Commission from time to time) might necessitate the urgent alignment of the Schemes with such rules and regulations.

In such case the PSEMWG, in close collaboration with the LSG, will prepare 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 PSEMWG shall complete a Regulatory Change Proposal Submission Document for submission to the PSMB 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 PSMB shall determine whether or not to accept the Regulatory Change Proposal.

A Regulatory Change Proposal that has been considered by the PSMB shall be published on the EPC Website together with the Regulatory Change Proposal Submission Document and the decision of the PSMB.

The EPC may implement a Regulatory Change Proposal, as approved by the PSMB, 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 PSMB on a case-by-case basis following consideration of a recommendation from the PSEMWG and the LSG.

4.3 Process for Minor Rulebook Changes

The PSEMWG shall notify the list of Minor Changes within the Public Consultation Document used for Major Rulebook Changes (see section 4.2.3 of these Rules).

As Minor Changes do not affect the substance of the Rulebooks or the Schemes, 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 PSEMWG Change Proposal Submission Document (see section 4.2.4 and 4.2.5 of these Rules).

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

The PSEMWG shall 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 as a Major Change and to be approved through the approval process for Major Changes, as set out in these Rules.

4.4 EPC Stakeholder Fora

The PSMB shall consider the position documents from the EPC Stakeholder Fora on a Change Request and on the relevant Change Proposal during the change management process. End-users and suppliers shall have an opportunity to present their views through stakeholder fora. The change management process shall aim to capture a range of stakeholder opinions in SEPA.

Scheme End-User Multi-Stakeholder Group (SEU MSG)

The SEU MSG is established by the EPC Board in order to cater for a thorough consultation of end-user representative associations for advice to the PSMB and other EPC Scheme Management Governance Bodies on the evolution of the EPC payment and payment-related schemes.

This multi-stakeholder group shall operate in accordance with terms of reference concluded with the EPC Board.

The SEU MSG is invited to provide its consolidated comments in a position document on the Change Requests and on the related Change Proposals outlined in the Change Proposal Submission Document. This position document will be communicated to the PSMB.

Scheme Technical Player Multi-Stakeholder Group (STP MSG)

The STP MSG is established by the EPC Board in order to cater for a thorough consultation of technical players who provide to EPC payment and/or payment-related scheme participants and/or their end-users technical services facilitating the processing of EPC payment and payment-related scheme transactions or services, for advice to the PSMB and other EPC Scheme Management Governance Bodies on the evolution of the EPC payment and payment-related schemes.

This multi-stakeholder group shall operate in accordance with terms of reference concluded with the EPC Board.

The STP MSG is invited to provide its consolidated comments in a position document on the Change Requests and on the related Change Proposals outlined in the Change Proposal Submission Document. This position document will be communicated to the PSMB.

4.5 Process for Changes to the Risk Management Annex (RMA)

Every other year preceding the two-yearly (biennial) rulebook change management cycle the PSEMWG shall together with EPC's Payment Security Support Group (PSSG) carry out a joint review of each of the existing Schemes' risk management annex (RMA) which is included in a non-public annex to the Rulebooks.

The scope of the review and any changes to the RMA shall be limited to risk management aspects and practices which are described in each scheme-specific RMA.

Before any conclusions of the joint PSEMWG-PSSG review are submitted to the PSMB for decision, the Secretariat shall present the conclusions in a comprehensive document and share the proposed changes to the RMA – per scheme – in a one-month consultation addressed to the relevant Payment Scheme Participants. The document outlining the proposed changes to the RMA shall be circulated electronically by the Secretariat to all Payment Scheme Participants concerned.

The results and the feedback from the consultation of the Payment Scheme Participants shall be reviewed and processed jointly by the PSEMWG and PSSG. The final conclusions from the joint review of the consultation shall be presented to the PSMB in a final change proposal submission document – including the most important comments from Payment Scheme Participants – before any decision on amendments to the RMA(s) is taken by the PSMB.

At the end of this review process the PSMB will - at each second meeting that follows the publication of the new version of all Rulebooks - receive an updated version of each RMA for its review and final approval. The PSMB may however decide on a different approval and implementation schedule based on its reasoned decision.

The updated RMA would then enter into force on the same date as the entry-into-force of the new version of the Rulebooks (i.e. on the third weekend of November).

The PSMB may however – in the case of newly identified risks requiring urgent attention – based on a recommendation from the PSEMWG and if appropriate from the PSSG approve and circulate at any time an updated version of the RMA to all Payment Scheme Participants. In such event, the PSMB will decide on a reasonable implementation date for the Payment Scheme Participants.

The decision on changes to the RMA shall be communicated swiftly by the Secretariat to the Payment Scheme Participants.

5. Appendix 1 – Impact Analysis

5.1 Impact Analysis ("IA") - Introduction

An IA evaluates the impact of a Change Request together with a practical assessment of its benefit for the industry, including the Payment Scheme Participants, the end-user, and the society as a whole.

5.2 IA - Analytical Parameters

An IA shall illustrate the following:

- The impact for the industry, including Payment Scheme Participants and suppliers of payments technology and infrastructure including costs and benefits;
- The impact on the relationships PSP-to-customer, inter-PSP and customer-to-PSP and, where appropriate, other parties involved in the payment; and
- The impact for end-users and for SEPA as a whole, showing where the impact of the Change Request will be felt across the different areas of the SEPA payments environment.

Impact for Industry

An IA should clearly show all the consequences that would result when implementing a Change Request.

The benefits for industry shall be determined mainly by the added value of a new service to the end-users, or by the added value to the existing service provided to the end-users. Accordingly, the IA shall include information on the likely end-user uptake of the Change Request by including results of any surveys, research or projections.

Benefits for End-Users and SEPA

The IA shall consider the wide benefit accruing to end-users and to society as a whole as part of any analysis.

The wider social benefits of a Change Request may be seen in the benefits it holds for technological innovation, faster service delivery or financial stabilisation.

5.3 IA - Results

An IA outlines the financial and non-financial effects of the Change Request for Payment Scheme Participants, end-users and suppliers.

The IA or the Change Request itself shall set out the efforts for upgrading technology and infrastructure to deal with the change together with an analysis of the general risks that may impact on the implementation of the new changes.

If an IA shows that the benefits do not justify the efforts involved, it is expected that this will lead to the rejection by the PSMB of the Change Request and the related Change Proposal.

In some cases, where the IA shows that the change would be positive for end-users but costly for the industry, this analysis is likely to contribute to a debate at the level of end-users, suppliers and the PSMB. Such a debate may focus on the funding arrangements necessary for re-distributing the costs involved. In such cases, the PSMB shall exercise its discretion in determining the feasibility of changes while taking into account the views expressed in the consultation process (e.g., Public Consultation, position documents from the SEU MSG and the STP MSG).

6. Appendix 2 - Conflicts of Interest

6.1 Rules for Managing Conflicts of Interest

6.1.1 General Principles

A member of the PSMB may be faced with a situation where the duties owed by him or her under these Rules conflict in some way with another interest, duty or consideration of the member.

A member of the PSMB must be alert to such conflicts of interest, or potential conflicts of interest arising in the course of his or her engagement with the PSMB.

In order to ensure that the Schemes are administered in accordance with the highest standards of fairness and transparency, a member of the PSMB must monitor any conflicts of interest arising or potentially arising in the course of his or her office.

On appointment, each Independent Member of the PSMB must supply the NGC with a written list of issues that create or that may create a conflict of interest in the course of his or her office. If a new issue which could create a conflict of interest would arise in the course of a member's appointment to the PSMB, that member will, without delay, inform the NGC accordingly.

A member of the PSMB shall be expected to declare any actual or potential conflicts of interests at the start of any meeting involving the PSMB. A note of such a declaration must be retained in accordance with section 6.1.2 below.

Any member of the PSMB may inform an appropriate person like the Chair that he or she feels that a member of the PSMB or the PSMB as a whole is subject to a conflict of interest, or that a conflict of interest might reasonably be expected to arise. In such cases, the Chair shall act in an appropriate manner to ensure that the conflict of interest is managed effectively and transparently. Where the Chair is subject to a conflict of interest, he or she may nominate another person within the PSMB to manage the conflict on his or her behalf. Where all the members of a body are subject to a conflict of interest, the body must request the NGC to take appropriate action.

Where a conflict exists or where one might reasonably be expected to arise, the member must declare the conflict and the Chair, acting together with other members of the PSMB shall decide whether a conflict does indeed exist and how such a conflict should be managed. Where a conflict of interest is deemed to exist or where one might reasonably be expected to arise, the Chair, acting together with the other members of the PSMB, must determine whether the affected member should refrain from voting on the relevant issue before him or her.

6.1.2 Record Keeping

The PSMB shall keep a record of each case where a conflict of interest has arisen or where one has been likely to arise, together with the action taken by the relevant member or body to manage the conflict.

The PSMB shall also record cases where a conflict of interest was suspected but where, after analysis, such a conflict was deemed not to have arisen.

Such records shall be open to inspection by the EPC and to such other persons as the PSMB may consider appropriate.



7. Appendix 3 - Scheme Management Cost Allocation

7.1 Scheme participation fee

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.

These fees may be levied at the individual Scheme Participant level, or at group level, for those Payment Scheme Participants which are part of a 'group' as defined in the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (the EMIR Regulation) as amended from time to time, or for those Payment Scheme Participants located in a country outside the European Economic Area and within the geographical scope of the Schemes, which are part of a group meeting substantially equivalent requirements as referred to in the definition of a 'group' in the EMIR Regulation.

The applicable fees will be fixed in a fair, reasonable and non-discriminatory way by the EPC Board upon a proposal submitted by the PSMB based on the fee setting mechanism approved by the EPC Board upon recommendation by the PSMB, and will be made public on the EPC Website.

8. Terms Defined in the Rules

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

Term	Definition
(payment Scheme) Rulebooks	Cover the SEPA Credit Transfer Scheme Rulebook, the SEPA Instant Credit Transfer Scheme Rulebook, the SEPA Direct Debit Core Scheme Rulebook, the SEPA Direct Debit Business to Business Scheme Rulebook and the One-Leg Out Instant Credit Transfer Scheme Rulebook.
(payment) Scheme	Each of the SEPA Direct Debit Schemes, each of the SEPA Credit Transfer Schemes and the One-Leg Out Instant Credit Transfer Scheme.
Additional Optional Services	Complementary features and services based on the Schemes, as described in more detail in the Rulebooks.
Adherence Agreement	The agreement to be completed as part of the process by which an entity applies to become a Scheme Participant. The agreement is found at Annex 1 of the Rulebooks.
Admission Date	A date specified for admission to one of the Schemes for a group of successful applicants.
BIC	See ' <i>Business Identifier Code</i> '.
Business Day	A day on which PSPs in the relevant jurisdiction are generally open for business with customers.
Business Identifier Code (BIC)	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions (ISO 9362).
Calendar Day	A Calendar Day means any day of the year.
Chair	Chair refers to the Chair of the PSMB.
Change Proposal	A Change Proposal is formulated by the PSEMWG 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. Where the change proposed in the Change Request modifies the Rulebooks or related documentation, a Change Proposal shall include a mark-up of the Rulebooks and related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of the change proposed.
Change Proposal Submission Document	Is 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 PSEMWG and certifies that each stage of the change management process has been properly completed.



Term	Definition
Change Request	A Change Request means any concrete and comprehensible proposal for making a change to the Schemes 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 these Rules.
Commencement Date	The date on which the EPC resolves to commence operation of the Scheme in accordance with section 5.1 of the Rulebooks.
CSMs	Clearing and Settlement Mechanisms.
Customer Banking Business Day	A Customer Banking Business Day is a day on which PSPs in the relevant jurisdiction are generally open for business with customers.
DRC	Dispute Resolution Committee.
EBA	European Banking Association.
ECSA	European Credit Sector Association.
EPC	The European Payments Council.
EPC By-Laws	The By-Laws of the European Payments Council, as amended from time to time.
EU	The European Union.
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 1.4 of these Rules.
IA	Impact Analysis.
Independent Member	An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is otherwise affiliated with a Scheme Participant or its PSP communities, service providers or a payment services user group or user association.
List of Minor Changes	As defined in section 4.3 of these Rules.
LSG	EPC Legal Support Group.
Major Change	As defined in section 4.1.6 of these Rules.
Minor Change	As defined in section 4.1.6 of these Rules.

Term	Definition
NASO	National Adherence Support Organisation, as explained in section 3.2.2 of these Rules.
National Community	The Payment Scheme Participants from one and the same country.
NGC	Nominating and Governance Committee.
One-Leg Out Instant Credit Transfer Scheme Rulebook	The Rulebook setting out rules and business standards for the One-Leg Out Instant Credit Transfer Scheme, as amended from time to time.
Payment Scheme Participants Assembly	The Payment Scheme Participants Assembly is composed of all EPC Payment Scheme Participants (who can be represented), gathering via electronic means.
Payment Services Directive	The EU Directive on payment services in the internal market, and any revision thereof.
PSEMWG	Payment Scheme Evolution and Maintenance Working Group.
PSMB	Payment Scheme Management Board.
PSP	Payment Service Provider.
Rules	These are the internal rules for Scheme Management set out in this document, as amended from time to time.
Scheme Participant	Is an entity that has adhered to one or more EPC Schemes in any capacity.
Secretariat	The EPC Secretariat.
SEPA	SEPA is the area where citizens, companies and other economic actors are able to make and receive payments in euro within Europe. SEPA comprises the countries listed in the official EPC list of SEPA countries as published by the EPC from time to time.
SEPA Credit Transfer Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme, as amended from time to time.
SEPA Credit Transfer Schemes	The SEPA Credit Transfer Schemes are the payment schemes for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook and the SEPA Instant Credit Transfer Scheme Rulebook.
SEPA Direct Debit Business to Business Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Direct Debit Business to Business Scheme, as amended from time to time.
SEPA Direct Debit Core Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Direct Debit Core Scheme, as amended from time to time.
SEPA Direct Debit Schemes	The SEPA Direct Debit Schemes are the payment schemes for issuing direct debit collections across SEPA, as set out in the SEPA Direct Debit Core Scheme Rulebook and the SEPA Direct Debit Business to Business Scheme Rulebook.



Term	Definition
SEPA Instant Credit Transfer Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Instant Credit Transfer Scheme, as amended from time to time.
EPC payment Scheme	A EPC payment Scheme is a common set of business rules, practices and standards for the provision and operation of a EPC payment instrument agreed at an inter-PSP level in a competitive environment.
SEPA Regulation	Regulation (EU) No 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009.
EPC Scheme Management	EPC Scheme Management denotes the governance, development and compliance mechanisms in relation to a EPC Scheme.
SEU MSG	Scheme End-User Multi-Stakeholder Group.
STP MSG	Scheme Technical Player Multi-Stakeholder Group.
Suggestion	A Suggestion is an idea for change to the Schemes, proposed to the PSEMWG.



ANNEX III Risk Management

The document EPC255-22 Risk Management Annex OCT Inst Rulebook has a restricted distribution and is therefore not included here.

Should Adherents 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 here, but Adherents may use their own document if they prefer.

**Example non-disclosure agreement****[To be typed on headed notepaper of the Adherent disclosing information]**

[Insert name and address of person receiving information]

[Insert date]

Dear Sirs,

ONE-LEG OUT INSTANT CREDIT TRANSFER 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 One-Leg Out Instant Credit Transfer Scheme. In consideration of us supplying you with certain Confidential Information necessary for you to perform your functions under the commercial Schemes 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 One-Leg Out Instant Credit Transfer Scheme 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 Schemes/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 Schemes/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 []



**ANNEX IV Scheme Amendments and Changes since the previous version of the
OCT Inst Scheme Rulebook**

THIS ANNEX IS NOT A PART OF THE SCHEME AND IS INCLUDED IN THE SCHEME FOR INFORMATION
PURPOSES ONLY



List of Changes in the OCT Inst Scheme rulebook 2023 version 1.1
Compared to the 2023 version 1.0

Key:

Column one contains the rulebook reference.

Column two contains a description of the amendment.

Column three contains the type of amendment, as classified below:

- TYPO: typing and layout errors
- CLAR: clarification of the text
- CHAN: change of the Rulebook content

Reference	Description	Type
Throughout the Rulebook	Change of the name and the description of attribute AT-D005 <i>'The name of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP'</i> : The reference to <i>'Euro Leg-Based Payer's PSP'</i> has been taken out as it is not necessary. In the Euro Leg, the BIC is mandatory (via AT-D002) and facilitates the retrieval of the corresponding name.	CHAN
Throughout the Rulebook	Change of the name and the description of attribute D006 <i>'The address of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP'</i> : The reference to <i>'Euro Leg-Based Payer's PSP'</i> has been taken out as it is not necessary. In the Euro Leg, the BIC is mandatory (via AT-D002) and facilitates the retrieval of the corresponding address.	CHAN
Throughout the Rulebook	Change of the name and the description of attribute AT-C005 <i>'The name of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI'</i> : The reference to <i>'Euro Leg-Based Payee's PSP'</i> has been taken out as it is not necessary. In the Euro Leg, the BIC is mandatory (via AT-C002) and facilitates the retrieval of the corresponding name.	CHAN
Throughout the Rulebook	Change of the name and the description of attribute C006 <i>'The address of the Euro Leg-Based Payee's PSP/ non-Euro Leg Payee's FI'</i> : The reference to <i>'Euro Leg-Based Payee's PSP'</i> has been taken out as it is not necessary. In the Euro Leg, the BIC is mandatory (via AT-C002) and facilitates the retrieval of the corresponding address.	CHAN



Reference	Description	Type
Throughout the Rulebook	<p>Change of the name and the description of attribute X003 <i>'The Identification Code of the Intermediary FI(s)/ PSP(s) of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP'</i>:</p> <p>The reference to <i>'/PSP(s) of the..../Euro Leg-Based Payer's PSP'</i> has been taken out as it is not necessary.</p> <p>Information about any Intermediary PSP (i.e. its BIC) of the Euro Leg-Based Payer's PSP is provided by default in the Inter-PSP space in the Euro Leg.</p>	
Throughout the Rulebook	<p>Change of the name and the description of attribute X004 <i>'The name of the Intermediary FI(s)/ PSP(s) of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP'</i>:</p> <p>The reference to <i>'/PSP(s) of the..../Euro Leg-Based Payer's PSP'</i> has been taken out as it is not necessary.</p> <p>In the Euro Leg, the BIC is mandatory (via X003) and facilitates the retrieval of the corresponding name of the Intermediary PSP of the Euro Leg-Based Payer's PSP.</p>	CHAN
Throughout the Rulebook	<p>Change of the name and the description of attribute X005 <i>'The address of the Intermediary FI(s)/ PSP(s) of the non-Euro Leg Payer's FI/ Euro Leg-Based Payer's PSP'</i>:</p> <p>The reference to <i>'/PSP(s) of the..../Euro Leg-Based Payer's PSP'</i> has been taken out as it is not necessary.</p> <p>In the Euro Leg, the BIC is mandatory (via X003) and facilitates the retrieval of the corresponding address of the Intermediary PSP of the Euro Leg-Based Payer's PSP.</p>	CHAN
0.1	<p>Under the reference [2]:</p> <ul style="list-style-type: none"> • Specification that the document EPC 251-22 relates to the Inter-PSP Implementation Guidelines for Incoming OCT Inst Transactions. • Addition of the document reference number EPC 294-22 which relates to the Inter-PSP Implementation Guidelines for Outgoing OCT Inst Transactions. 	CLAR
4.3.4.3	<p>Step 03R: following amendments in the list of reasons:</p> <ul style="list-style-type: none"> • <i>'Refusal of the Euro Leg Payee/ non-Euro Leg Payee's FI'.</i> • New reason <i>'Non-acceptance by the non-Euro Leg Payee's FI (with a reason to be specified)'</i> <p>An FI cannot refuse a payment without giving a reason. Only the Payee can do this.</p>	CHAN



Reference	Description	Type
4.5.5	DS-05 PSP-to-Customer OCT Inst Information: Change in the name of the attribute AT-C001 <i>'The unique identifier of the Payment Account/Account of the Payee'</i> in this specific dataset. Within this dataset, this attribute applies only the Euro Leg. Therefore, the reference to 'Account' being the account of the Payee in the non-Euro Leg is not necessary.	CLAR
4.5.12	DS-12 Positive Notification Message to the Payee: Change in the name of the attribute AT-C001 <i>'The unique identifier of the Payment Account/Account of the Payee'</i> in this specific dataset. Within this dataset, this attribute applies only the Euro Leg. Therefore, the reference to 'Account' being the account of the Payee in the non-Euro Leg is not necessary.	CLAR
4.6.1	AT-T006 <i>'Charge bearer'</i> : The MT charge bearer codes OUR, BEN, SHA have been changed into in the XML codes DEBT, CRED and SHAR. Similar changes have been in AT-T058 and AT-T059.	CHAN
4.6.1	AT-R002 <i>'The identification of the type of Actor initiating the "R" message'</i> : The actor 'non-Euro Leg Payer's FI' has been added under the <u>Recall sub-section</u> as this party itself may also initiate a Recall, and the actor 'non-Euro Leg Payee's FI' under the <u>Return sub-section</u> in case of a real Return in e.g., a non-instant CBPR+ return message.	CLAR
4.6.1	AT-R004 <i>'The reason code for non-acceptance of the OCT Inst'</i> : Minor rewording in a Reject reason and in a Return reason.	CHAN
4.6.1	AT-R057 <i>'The reason code for non-acceptance of the OCT Inst Recall'</i> : New reason <i>'Non-acceptance by the non-Euro Leg Payee's FI (with a reason to be specified)'</i> to be aligned with the list of reasons mentioned in step 03R of the section 4.3.4.3.	CHAN