Postal Payment Services Agreement

Postal Payment Services Agreement
Final Protocol

Postal Payment Services Agreement

The undersigned, plenipotentiaries of the Governments of the member countries of the Union, in provision with article 22.4 of the Constitution of the Universal Postal Union concluded at Vienna on 10 July 1964, have, by common consent and subject to article 25.4 of the Constitution, drawn up the following Agreement, which is in line with the principles of the Constitution**, in particular in order** to **foster financial inclusion and** implement a secure and accessible postal payment service adapted to the greatest number of users on the basis of systems enabling the interoperability of designated operators' networks.

Part I
Common principles applying to the postal payment services

Chapter I
General provisions

Article 1
Scope of the Agreement

1 Each member country shall ensure on a best effort basis that at least one of the following postal payment services is **offered or accepted** on its territory:

1.1 Money order in cash: the sender hands over funds at the service access point of the designated operator and asks for the full amount to be paid to the payee in cash, with no deductions.

1.2 Outpayment money order: the sender gives instructions for his account held by the designated operator to be debited and asks for the payee to be paid the full amount in cash, with no deductions.

1.3 Inpayment money order: the sender hands over funds at the service access point of the designated operator and asks for them to be paid into the payee’s account, with no deductions.

1.4 Postal transfer: the sender gives instructions for his account held by the designated operator to be debited and asks for the payee’s account with the paying designated operator to be credited with the equivalent amount, with no deductions.

1.5 COD money order: the recipient of the COD item hands over funds at the service access point of the designated operator or gives instructions for his account to be debited, and asks that the full amount specified by the sender of the COD item be paid to the latter, without any deductions.

1.6 Urgent money order: the sender hands over the postal payment order at the service access point of the designated operator and asks that it be transferred within thirty minutes and paid in full to the payee, with no deductions, at the payee’s first request, at any service access point of the country of destination (in accordance with the list of service access points of the country of destination).

2 The Regulations shall define the procedures for executing the present Agreement.

Article 2
Definitions

1 Competent authority – any national authority of a member country which, by virtue of the powers conferred on it by the law or regulations, supervises the activities of the designated operator or of the persons referred to in the present article. The competent authority may contact the administrative or legal authorities engaged in combating money laundering and terrorist financing, and in particular the national financial intelligence unit and the oversight authorities.

2 Instalment – partial advance payment made by the issuing designated operator to the paying designated operator to ease the cash situation of the paying designated operator's postal payment services.

3 Money laundering – the conversion or transfer of funds in the knowledge that these funds are derived from a criminal activity or participation in such activity, with the aim of hiding or disguising the illegal origins of the funds or of helping any person having participated in such activity to escape the legal consequences of his action; money laundering shall be considered as such when the activities producing funds to be laundered are liable to prosecution in the territory of another member country or a third country.

4 Ring-fencing – the compulsory separation of users' funds from those of the designated operator which prevents the use of users' funds for purposes other than the execution of postal payment service operations.

5 Clearing house – within the framework of multilateral exchanges, a clearing house handles mutual debts and claims arising from services provided by one operator to another. Its role is to put to account exchanges between operators that are settled through a settlement bank, and to take the necessary steps in the event of settlement irregularities.

6 Clearing – a system enabling the number of payments to be made to be kept to a minimum by drawing up a periodic debit and credit balance for the parties involved. Clearing involves two stages: determining the bilateral balances and, by adding these balances, calculating the overall position of each entity with regard to the entire community in order to carry out only one settlement based on the debtor or creditor position of the entity in question.

7 Concentration account – an aggregation of funds from various sources combined into one account.

8 Liaison account – giro account opened reciprocally by designated operators as part of bilateral relations, by means of which mutual debts and credits are settled.

9 Criminal activity – any type of participation in, or perpetration of, a crime or misdemeanour, as defined by the national legislation.

10 Security deposit – amount deposited, in the form of cash or securities, to guarantee payments between designated operators.

11 Payee – natural or legal person designated by the sender as the beneficiary of the money order or postal giro transfer.

12 Third currency – intermediate currency used in cases of non-convertibility between two currencies or for clearing/settlement of accounts.

13 Due diligence in relation to users – general obligation on the part of designated operators, comprising the following duties:

13.1 identifying users;

13.2 obtaining information on the purpose of the postal payment order;

13.3 monitoring postal payment orders;

13.4 checking that the information concerning users is up to date;

13.5 reporting suspicious transactions to the competent authorities.

14 Electronic data relating to postal payment orders – data transmitted by electronic means, from one designated operator to another, relating to the execution of postal payment orders, inquiries, alteration or correction of addresses or reimbursement; these data are either entered by designated operators, or generated automatically by their information system, and indicate a change in the status of the postal payment order or of the order request.

15 Personal data – personal information needed in order to identify the sender or the payee.

16 Postal data – data needed for the routeing and tracking of a postal payment order or for statistical purposes, as well as for the centralized clearing system.

17 Electronic data interchange (EDI) – computer-to-computer exchange of data concerning operations, by means of networks and standard formats compatible with the Union system.

18 Sender – natural or legal person that gives the designated operator the order to execute a postal payment service in accordance with the Acts of the Union.

19 Terrorist financing – covers the financing of acts of terrorism, of terrorists and of terrorist organizations.

20 Users' funds – sums delivered by the sender to the issuing designated operator in cash, or debited to the sender's account written up in the books of the issuing designated operator, or by any other secure method of electronic banking, placed at the disposal of the issuing designated operator or any other financial operator by the sender, to be paid to a payee specified by the sender in accordance with the present Agreement and its Regulations.

21 COD (cash-on-delivery) money order – operational term used to designate a postal payment order given in exchange for the delivery of a COD item, as defined in article 1 of the present Agreement.

22 Currency of issue – currency of the country of destination or third currency authorized by the destination country in which the postal payment order is issued.

23 Issuing designated operator – designated operator which transmits a postal payment order to the paying designated operator, in accordance with the Acts of the Union.

24 Paying designated operator – designated operator responsible for executing the postal payment order in the destination country, in accordance with the Acts of the Union.

25 Validity period – period of time during which the postal payment order may be executed or cancelled.

26 Service access point – physical or virtual place where the user may deposit or receive a postal payment order.

27 Remuneration – sum owed by the issuing designated operator to the paying designated operator for payment to the payee.

28 Revocability – the ability of the sender to recall his postal payment order (money order or transfer) up to the moment of payment, or at the end of the validity period if payment has not been made.

29 Counterparty risk – risk that one of the parties to a contract will default, leading to loss or liquidity risk.

30 Liquidity risk – risk that a settlement system participant or a counterpart is temporarily unable to fulfil an obligation in its entirety at the required time.

31 Reporting of suspicious transaction – obligation of the designated operator, based on the national legislation and Union resolutions, to provide its competent national authorities with information on suspicious transactions.

32 Track and trace – system that enables the progress of postal payment order to be monitored and its location and status to be identified at any time.

33 Price – amount paid by the sender to the issuing designated operator for a postal payment service.

34 Suspicious transaction – single or repeated postal payment order or request for reimbursement relating to a postal payment order linked to a money-laundering or terrorist financing offence.

35 User – natural or legal person, sender or payee, that uses the postal payment services in accordance with the present Agreement.

Article 3
Designation of the **entity or entities responsible for fulfilling the obligations arising from adherence to this Agreement**

1 Member countries shall notify the International Bureau, within six months of the end of Congress, of the name and address of the governmental body responsible **for providing governmental regulation and oversight related to the provision of** postal payment **services**.

2 Within six months of the end of Congress, member countries shall also provide the International Bureau with the name and address of the operator(s) officially designated to operate the postal payment services by means of its (their) network, by offering or accepting at least one postal payment service, and to fulfil the obligations arising from the Acts of the Union on their territories.

3 In the absence of such notification within the prescribed six-month period, the International Bureau shall send a reminder to the member country.

4 Between Congresses, changes concerning the governmental bodies and the officially designated operators shall be notified to the International Bureau as soon as possible.

5 Designated operators shall provide the postal payment services in accordance with the present Agreement.

Article 4
Functions of member countries

1 Member countries shall take the necessary steps towards ensuring the continuity of the postal payment services in the event of default by their designated operator(s), without prejudice to the liability of that (those) operator(s) towards other designated operators by virtue of the Acts of the Union.

2 In the event of the default of its designated operator(s), the member country shall inform, through the International Bureau, the other member countries party to the present Agreement:

2.1 of the suspension of its postal payment services, with effect from the date indicated and until further notice;

2.2 of the measures taken to re-establish its services under the responsibility of any new designated operator.

Article 5
Operational functions

1 The designated operators shall be responsible for the execution of postal payment services vis-à-vis other operators and users.

2 They shall be accountable for risks such as operational risks, liquidity risks, and counterparty risks, in accordance with the national legislation.

3 In order to implement the postal payment services whose provision is entrusted to them by their respective member country, designated operators shall conclude bilateral or multilateral agreements with the designated operators of their choice.

4 Without prejudice to the foregoing obligations, a designated operator shall have the possibility of subcontracting, in part, the interconnection and operation of the postal payment services, defined herein as entrusted by its member country, to other entities contractually bound with that designated operator and in accordance with national legislation. In this regard, the designated operator shall guarantee the continued fulfilment of its obligations in accordance with the present Agreement and be fully responsible for all its relations with designated operators of other member countries and with the International Bureau.

Article 6
Ownership of postal payment services funds

1 Any sum of money, given in cash or debited to an account for the execution of a postal payment order, shall belong to the sender until such time as it is paid to the payee or credited to the payee's account, except in the case of COD money orders.

2 During the validity period of the postal payment order, the sender may recall this postal payment order until its payment to the payee or until it is credited to the payee's account, except in the case of COD money orders.

3 Any sum of money, given in cash or debited to an account for the execution of a COD money order, shall belong to the sender of the COD item once the order has been issued. The payment order shall then be irrevocable.

Article 7
Prevention of money laundering, terrorist financing and financial crime

1 Designated operators shall take all necessary steps to fulfil their obligations stemming from national and international legislation aimed at combating money laundering, terrorist financing and financial crime.

2 They should inform their country's competent authorities of suspicious transactions, in accordance with national laws and regulations.

3 The Regulations shall set out the detailed obligations of designated operators in respect of user identification, due diligence and the procedures for implementing regulations against money laundering, terrorist financing and financial crime.

Article 8
Confidentiality and use of personal data

1 Member countries and their designated operators shall ensure the confidentiality and security of personal data in accordance with national legislation and, where applicable, international obligations, and the Regulations.

2 Personal data may be employed only for the purposes for which it was gathered in accordance with applicable national legislation and international obligations.

3 Personal data shall be notified only to third parties authorized by applicable national legislation to access that data.

4 Designated operators shall inform their customers of the use that is made of their personal data, and of the purpose for which it has been gathered.

5 The data required to execute the postal payment order shall be confidential.

6 For statistical purposes, and possibly also for the purpose of quality of service measurement and centralized clearing, designated operators shall be required to provide the International Bureau of the Universal Postal Union with postal data at least once a year. The International Bureau shall treat all individual postal data in confidence.

Article 9
Technological neutrality

1 The exchange of data necessary for the provision of the services defined in this Agreement shall be governed by the principle of technological neutrality, which means that the provision of these services does not depend on the use of a particular technology.

2 The procedures for executing postal payment orders, including the conditions for depositing, entering, dispatching, paying and reimbursing orders and for processing inquiries, and the time limit for making the funds available to the payee, may vary according to the technology used for transmitting the order.

3 Postal payment services may be provided on the basis of a combination of different technologies.

Chapter II
General principles and quality of service

Article 10
General principles

1 Accessibility via the network **and financial inclusion**

1.1 The postal payment services shall be provided by the designated operators via their network(s) and/or via any other partner network in order to ensure accessibility to these services for the greatest number**, and with a view to ensuring access to, and use of, a wide range of affordably priced postal payment services**.

1.2 All users shall have access to postal payment services regardless of any contractual or commercial relationship existing with the designated operator.

2 Separation of funds

2.1 Users' funds shall be ring-fenced. These funds and the flows that they generate shall be separate from operators' other funds and flows, particularly their own funds.

2.2 Settlements relating to remuneration between designated operators are separate from settlements relating to users' funds.

3 Currency of issue and currency of payment in respect of postal payment orders

3.1 The amount of the postal payment order shall be expressed and paid in the currency of the destination country or in any other currency authorized by the destination country.

4 Non-repudiability

4.1 The transmission of postal payment orders by electronic means shall be subject to the principle of non-repudiability, in the sense that the issuing designated operator shall not question the existence of these orders and the paying designated operator shall not deny receipt of the orders, insofar as the message conforms to the applicable technical standards.

4.2 The non-repudiability of electronic postal payment orders shall be ensured by technological means, regardless of the system used by the designated operators.

5 Execution of postal payment orders

5.1 Postal payment orders transmitted between designated operators must be executed, subject to the provisions of the present Agreement and the national legislation.

5.2 In the designated operators' network, **if both member countries use the same currency,** the sum delivered to the issuing designated operator by the sender shall be the same as the sum paid to the payee by the paying designated operator. **If the currency is not the same, the sum shall be converted on the basis of an established exchange rate upon issue and/or payment, as appropriate.**

5.3 Payment **in cash** to the payee shall not be conditional on receipt by the paying designated operator of the corresponding funds from the sender. It shall be made subject to the fulfilment by the issuing designated operator of its obligations towards the paying designated operator regarding instalments**, the regular settlement of accounts,** the provision of a liaison account **or settlement via the centralized clearing and settlement system**.

5.4 Payment into the payee's account by the paying designated operator shall be conditional on receipt of the corresponding funds from the sender, to be made available by the issuing designated operator to the paying designated operator. These funds may come from the liaison account of the issuing designated operator or from a centralized clearing and settlement system.

6 Setting of rates

6.1 The issuing designated operator shall set the price of postal payment services.

6.2 Charges may be added to this price for any optional or supplementary service required by the sender.

7 Exemption from charges

7.1 The provisions of the Universal Postal Convention concerning exemption from postal charges on postal items intended for prisoners of war and civil internees shall apply to the postal payment service items for this category of payee.

8 Remuneration of the paying designated operator

8.1 The paying designated operator shall be remunerated by the issuing designated operator for the execution of postal payment orders.

9 Intervals for settlement between designated operators

9.1 The frequency of settlement between designated operators of sums paid or credited to a payee on behalf of a sender may be different from that in respect of the settlement of remuneration between designated operators. Sums paid or credited shall be settled at least once a month.

10 Obligation to inform users

10.1 Users shall be entitled to the following information, which shall be published and made available to all senders: conditions covering the provision of postal payment services, prices, charges, exchange rates and arrangements, conditions of implementation of liability, and the addresses of information and inquiry services.

10.2 Access to this information shall be provided free of charge.

Article 11
Quality of service

1 Designated operators may decide to identify postal payment services by means of a collective brand.

2 The Postal Operations Council shall define the quality of service objectives, elements and standards for postal payment orders transmitted electronically.

3 Designated operators must apply a minimum number of quality of service elements and standards for postal payment orders transmitted electronically.

Chapter III
Principles for electronic data interchange

Article 12
Interoperability

1 Networks

1.1 In order to exchange the data needed to execute postal payment services between all designated operators, and to monitor quality of service, designated operators shall use the Union's electronic data (EDI) exchange system or any other system ensuring the interoperability of the postal payment services in accordance with this Agreement.

Article 13
Ensuring the security of electronic exchanges

1 Designated operators shall be responsible for the proper functioning of their equipment.

2 The electronic transmission of data shall be made secure in order to ensure the authenticity and integrity of the data transmitted.

3 Designated operators shall make transactions secure, in accordance with international standards.

Article 14
Track and trace

1 The systems used by designated operators shall permit the monitoring of the processing of the order and its revocation by the sender, until such time as the corresponding amount is paid to the payee or credited to the payee's account, or, if appropriate, reimbursed to the sender.

Part II
Rules governing the postal payment services

Chapter I
Processing of postal payment orders

Article 15
Deposit, entry and transmission of postal payment orders

1 The conditions for depositing, entering and transmitting postal payment orders are set out in the Regulations.

2 The period of validity for postal payment orders may not be extended and is set in the Regulations.

Article 16
Checking and release of funds

1 After confirming the payee's identity in accordance with national legislation and the accuracy of the information he has provided, the designated operator shall make the payment in cash. For an inpayment order or a transfer, this payment shall be credited to the payee's account.

2 The time limits for release of the funds shall be established in the bilateral and multilateral agreements between designated operators.

Article 17
Maximum amount

1 Designated operators shall inform the International Bureau of the Universal Postal Union of the maximum amounts for sending or receipt set according to their national legislation.

Article 18
Reimbursement

1 Extent of reimbursement

1.1 Reimbursement within the framework of the postal payment services shall cover the full amount of the postal payment order in the currency of the issuing country. The amount to be reimbursed shall be equal to the amount paid by the sender or to the amount charged to his account. The price of the postal payment service shall be added to the amount reimbursed in the event of an error made by a designated operator.

1.2 There shall be no reimbursement of a COD money order.

Chapter II
Inquiries and liability

Article 19
Inquiries

1 Inquiries shall be entertained within a period of six months from the day after that on which the postal payment order was accepted.

2 Designated operators, subject to their national legislation, shall have the right to collect from customers charges on inquiries in regard to postal payment orders.

Article 20
Liability of designated operators with regard to users

1 Treatment of funds

1.1 Except in the case of COD money orders, the issuing designated operator shall be accountable to the sender for the sums handed over at the counter or debited to the sender's account until:

1.1.1 the postal payment order has been duly paid; or

1.1.2 the payee's account has been credited; or

1.1.3 the funds have been reimbursed to the sender in the form of cash or as a credit to his account.

1.2 For COD money orders, the issuing designated operator shall be accountable to the payee for the sums handed over at the counter or debited to the sender's account until the COD money order has been duly paid or the payee's account has been duly credited.

Article 21
Obligations and liability of designated operators to each other

1 Each designated operator shall be liable for its own errors.

2 The conditions and extent of liability are set out in the Regulations.

Article 22
Non-liability of designated operators

1 Designated operators shall not be liable:

1.1 in cases of delay in the execution of the service;

1.2 when they cannot account for the execution of a postal payment order owing to the destruction of postal payment service data by force majeure, unless proof of their liability is otherwise produced;

1.3 when the damage has been caused by the fault or negligence of the sender, particularly concerning his responsibility to provide correct information in support of his postal payment order, including the fact that the funds remitted are from a legitimate source and that the postal payment order is for a legitimate purpose;

1.4 if the funds remitted are seized;

1.5 in the case of prisoner-of-war or civilian internee funds;

1.6 when the user has made no inquiry within the period set in the present Agreement;

1.7 when the time allowed for recourse in respect of postal payment services in the issuing country has expired.

Article 23
Reservations regarding liability

1 No reservations may be made to the provisions regarding liability prescribed in articles 20 to 22, other than in case of a bilateral agreement.

Chapter III
Financial relations

Article 24
Accounting and financial rules

1 Accounting rules

1.1 Designated operators shall comply with the accounting rules defined in the Regulations.

2 Preparation of monthly and general accounts

2.1 The paying designated operator shall prepare for each issuing designated operator a monthly account showing the sums paid for postal payment orders. The monthly accounts shall be incorporated, at the same intervals, in a general offset account including instalments and giving rise to a balance.

3 Instalment

3.1 In case of an imbalance in exchanges between designated operators, an instalment shall be paid by the issuing designated operator to the paying designated operator, at least once a month, at the beginning of the settlement period. In cases where increasing the frequency of settlement of exchanges reduces the period to less than a week, operators can agree to waive this instalment.

4 Concentration account

4.1 In principle, each designated operator shall have one concentration account for users' funds. These funds shall be used solely for settling postal payments paid to the payees or for reimbursing non-executed postal payment orders to senders.

4.2 Any instalments paid by the issuing designated operator shall be credited to the concentration account for the paying designated operator. These instalments shall be used exclusively for payments to payees.

5 Security deposit

5.1 The payment of a security deposit may be required in accordance with the conditions provided for in the Regulations.

Article 25
Settlement and clearing

1 Centralized settlement

1.1 Settlements between designated operators may pass through a central clearing house, in accordance with the procedures set out in the Regulations and shall be carried out from the designated operators' concentration accounts.

2 Bilateral settlement

2.1 Billing on the basis of the general account balance

2.1.1 In general, designated operators that are not members of a centralized clearing system shall settle accounts on the basis of the balance of the general account.

2.2 Liaison account

2.2.1 Where designated operators have a giro institution, they may each open a liaison account by means of which shall be settled their mutual debts and claims resulting from postal payment services.

2.2.2 Where the paying designated operator does not have a giro system, the liaison account may be opened with another financial institution.

2.3 Currency of settlement

2.3.1 Settlements shall be carried out in the currency of the destination country or in a third currency agreed between the designated operators.

Part III
Transitional and final provisions

Article 26
Reservations at Congress

1 Any reservation which is incompatible with the object and purpose of the Union shall not be permitted.

2 As a general rule, any member country whose views are not shared by other member countries should endeavour, as far as possible, to conform to the opinion of the majority. Reservations shall be made only in cases of absolute necessity, and shall be duly justified.

3 Any reservation to an article of the present Agreement shall be submitted to Congress as a Congress proposal written in one of the working languages of the International Bureau and in accordance with the relevant provisions of the Rules of Procedure of Congresses.

4 To become effective, any proposal concerning reservations must be approved by whatever majority is required for amendment of the article to which the reservation relates.

5 In principle, reservations shall be applied on a reciprocal basis between the reserving member country and the other member countries.

6 Reservations to the present Agreement shall be inserted in its Final Protocol on the basis of proposals approved by Congress.

Article 27
Final provisions

1 The Convention shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement.

2 Article 4 of the Constitution shall not apply to this Agreement.

3 Conditions for approval of proposals concerning this Agreement and the Regulations

3.1 To become effective, proposals submitted to Congress relating to this Agreement must be approved by a majority of the member countries present and voting which are parties to the Agreement and which have the right to vote. At least half of these member countries represented at Congress and having the right to vote shall be present at the time of voting.

3.2 To become effective, proposals relating to the Regulations of the present Agreement must be approved by a majority of the members of the Postal Operations Council which are present and voting, which have the right to vote, and which are signatories or have acceded to the Agreement.

3.3 To become effective, proposals introduced between two Congresses relating to this Agreement must obtain:

3.3.1 two thirds of the votes, with at least one half of the member countries which are parties to the Agreement and have the right to vote having taken part in the vote, if they involve the addition of new provisions;

3.3.2 a majority of the votes, with at least one half of the member countries which are parties to the Agreement and have the right to vote having taken part in the vote, if they involve amendments to the provisions of this Agreement;

3.3.3 a majority of the votes, if they involve interpretation of the provisions of this Agreement.

3.4 Notwithstanding the provisions under 3.3.1, any member country whose national legislation is as yet incompatible with the proposed addition may, within 90 days from the date of notification of the latter, make a written declaration to the Director General of the International Bureau stating that it is unable to accept this addition.

Article 28
Entry into force and duration of the Postal Payment Services Agreement

1 This Agreement shall come into force on 1 January **2018** and shall remain in operation until the entry into force of the Acts of the next Congress.

In witness whereof, the plenipotentiaries of the governments of the contracting countries have signed this Agreement in a single original which shall be deposited with the Director General of the International Bureau. A copy thereof shall be delivered to each party by the International Bureau of the Universal Postal Union.

Done at **Istanbul, 6 October 2016**

Final Protocol to the Postal Payment Services Agreement

At the moment of proceeding to signature of the Postal Payment Services Agreement concluded this day, the undersigned plenipotentiary has agreed the following:

Article I
Operational functions

1 With reference to article 5.4 and in application of articles 3 and 4 of the Postal Payment Services Agreement, any operator designated by France shall open postal payment services only with operators of member countries that are signatories to the Agreement.

2 In cases where one of these operators is not a designated operator, it shall only be able to pay orders received from the French designated operator. To conclude an exchange contract with a French designated operator, this operator shall first provide a copy of the declaration of its participation in the exclusive execution of postal payment service orders, made to the competent authorities of the member country concerned, which may, at its discretion, combine it with an authorization.

3 These same provisions shall apply reciprocally on the national territory of France to any operator in France wishing to enter into a partnership exclusively with designated operators of other member countries that are signatories to the Postal Payment Services Agreement.

In witness whereof, the plenipotentiaries below have drawn up this Protocol which shall have the same force and the same validity as if its provisions were inserted in the text of the Convention itself, and they have signed it in a single original which shall be deposited with the Director General of the International Bureau. A copy thereof shall be delivered to each party by the International Bureau of the Universal Postal Union.

Done at Istanbul, 6 October 2016

See signatures below: