Primul protocol adițional la Aranjamentul privind serviciile poștale de plată

Riyadh, 5 octombrie 2023

COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

First Additional Protocol to the Postal Payment Services Agreement

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First Additional Protocol to the Postal Payment Services Agreement

The plenipotentiaries of the governments of the member countries of the Universal Postal Union, met in Extraordinary Congress at Riyadh, having regard to article 29.2 of the Constitution of the Universal Postal Union concluded at Vienna on 10 July 1964, have by common consent and subject to article 24.3 of the said Constitution adopted the following amendments to the Postal Payment Services Agreement.

Article I
(Article 2 amended)
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.

2bis Interoperability – set of interconnected IT systems, and operational procedures, enabling the end-to-end exchange and processing of information on electronic payments in accordance with the present Agreement.

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.

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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.

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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 II
(Article 8 amended)
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 **with respect to the implementation of their respective programmes to combat money laundering, terrorist financing and financial crime, as well as** user identification, due diligence and the procedures for implementing regulations against money laundering, terrorist financing and financial crime.

Article III
(Article 9 amended)
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 **and prevention of money laundering, terrorist financing and financial crime.**

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.

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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 Union with postal data at least once a year. The International Bureau shall treat all individual postal data in confidence.

Article IV
(Article 10 deleted)
Technological neutrality

(Deleted.)

Article V
(Article 11 amended)
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, **settlement via the centralized clearing and settlement system, the settlement of monthly accounts or** the provision of a liaison account.

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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 centralized clearing and settlement system or from the liaison account of the issuing designated operator.**

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.

8.2 **For settlement of postal payment services, and unless otherwise bilaterally agreed between the sending and paying designated operators:**

8.2.1 The remuneration of the paying designated operator shall be a percentage of the price paid by the sender to the issuing designated operator for the issuing of a postal payment order.

8.2.2 The remuneration of the paying designated operator shall not be less than 30% or more than 50% of the price paid by the sender for the issuing of a postal payment order.

8.2.3 The Regulations shall specify the percentage to be applied and, where appropriate, a minimum amount of remuneration to cover the operating costs of the paying designated operator.

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 VI
(Article 12 amended)
Collective brand and quality of service

1 **The PosTransfer collective brand shall be associated with the operation of the electronic postal payment services defined herein.**

1bis The entities authorized to use the PosTransfer collective brand shall be subject to compliance with the quality of service objectives, elements and standards associated with electronic postal payment services, as set out in the PosTransfer licensing agreement.

2 The Postal Operations Council shall define **and update** the quality of service objectives, elements and standards for **electronic** postal payment **services**.

3 **In line with the relevant provisions of the Regulations, designated** operators **(as well as the WPSPs referred to in article 5)** must apply a minimum number of quality of service elements and standards for postal payment orders transmitted electronically.

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Article VII
(Article 13 amended)
Interoperability

1 Networks

1.1 In order to exchange the data needed to execute **electronic** postal payment services, **as well as to ensure due reporting and quality of service monitoring by the Union**, designated operators shall **have their systems and associated networks connected to** the Union's **centralized** exchange system, **thus** ensuring the interoperability of **electronic** postal payment services in accordance with this Agreement.

1.2 Without prejudice to § 1.1 above, the Union may also develop, and provide designated operators and eligible WPSPs (as referred to in article 5) with, a centralized platform (and associated centralized database) aimed at enabling interconnection between postal payment services and other financial or payment services not covered by this Agreement, on the basis of open and interoperable standards and subject to any relevant operational and technical parameters (including without limitation the requirements set forth in article 8) as further defined by the Union.

1.2.1 Use of the aforementioned centralized platform for the exceptional purpose of interconnection with other financial or payment services not covered by this Agreement (including any in-payment or out-payment modalities associated thereto) shall be under the sole responsibility of the designated operators and eligible wider postal sector players concerned. In this regard, the Union shall not assume any liability for the operation of services not covered by this Agreement, whose scope shall remain beyond the postal payment services perimeter of interconnection referred to herein.

Article VIII
(Article 17 amended)
Checking and release of funds

1 After confirming the payee's identity in accordance with national legislation and the accuracy of the information **the payee** has provided, **as well as due compliance with any relevant provisions on the prevention of money laundering, terrorist financing and financial crime,** 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 IX
(Article 25 amended)
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.

3.2 Instalments shall not be admitted for settlements taking place through the centralized clearing and settlement system.

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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 X
Settlement and clearing
(Article 26 amended)

1 Centralized settlement

1.1 **Unless otherwise bilaterally agreed as per paragraph 2, settlements of electronic postal payment services** between designated operators **shall** pass through **the Union's** central clearing house, in accordance with the procedures set out in the Regulations, **and 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 **Designated** operators that are not members **of the** centralized clearing system, **or that are settling paper-based postal payments, may** 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.

Article XI
Entry into force and duration of the First Additional Protocol to the Postal Payment Services Agreement

This Additional Protocol shall come into force on 1 July 2024 (with the exception of the changes made to paragraphs 1.2 and 1.2.1 of article VII, which shall enter into force on 1 January 2025) and shall remain in force for an indefinite period.

In witness whereof the plenipotentiaries of the governments of the member countries have drawn up this Additional Protocol, which shall have the same force and the same validity as if its provisions were inserted in the text of the Postal Payment Services Agreement 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 Riyadh, 5 October 2023.

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Prin prezenta, confirm că textul alăturat este copia certificată a Primului protocol adițional la Aranjamentul privind serviciile poștale de plată, întocmit la Riyadh, 5 octombrie 2023, originalul căreia este depozitată la Arhiva Tratatelor a Ministerului Afacerilor Externe.

Violeta AGRICI,
Șefa Direcției Drept Internațional a
Ministerului Afacerilor Externe





