

1 **Interoperability Charter for the Transmission of**
2 **Electronic Invoices**

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7 **Forum National de la Facture Electronique**

8 **et des Marchés Publics Electroniques**

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16 **June 2019**

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37 1. Preamble

38 The FNFE-MPE (Forum National de la Facture Electronique et des Marchés Publics Electroniques - National
39 Forum on E-Invoicing and Marketplace & Public E-procurement) is an association created in 2016, gathering
40 various public and private stakeholders, such as users, service providers, professional associations and
41 communities, and government departments.

42 Its mission is to facilitate and promote the development of electronic invoicing and public procurement in
43 France, in accordance with the regulations in force and in conjunction with the European authorities,
44 notably the European Multi-Stakeholder Forum on Electronic Invoicing (EMSFEI) of which the FNFE-MPE is
45 one of two members representing France.

46 As such, within the scope of the EMSFEI's activities, the FNFE-MPE supervised the drafting of a report on
47 the interoperability and transmission of e-invoices with a special focus on the needs of SMEs, which was
48 published by EMSFEI in November 2018.

49 As a follow-up to this report, to provide guidelines for stakeholders, senders, receivers, and their respective
50 potential service providers, the FNFE-MPE created a working group to draft this Interoperability Charter.

51 2. Purpose of the interoperability charter

52 The purpose of this charter is to formalise **the best practices needed for the transmission of electronic**
53 **invoices** between trading partners, **notably through the intermediary of service providers.**

54 Indeed, in their role as intermediaries, service providers turn data into original invoices or vice versa as they
55 issue and receive original invoices on behalf of their respective customers. They therefore play a part in
56 ensuring the legal and fiscal compliance of the electronic invoices exchanged.

57 Thus, the purpose here is to define the basic principles allowing Senders and Receivers to freely choose
58 their solutions or service providers while also ensuring that their invoice creation, transmission and
59 reception processes comply with regulations.

60 To this end, there is a particular focus on the need for a clear and shared vision of what constitutes the
61 original invoice, the recommended Standards, the means of acknowledging receipt, and the procedures to
62 be formalised between service providers in order to manage potential errors.

63 **In this way, trading partners, senders and receivers of electronic invoices, and their third-party service**
64 **providers will be able to make a public commitment to upholding these best practices and**
65 **recommendations in their modes of operation.**

66 3. Definitions

67 For better understanding, the following terms will be used in this document:

68 **Electronic invoice:** the most well established European definition of an electronic invoice is that included in
69 the VAT Directive 2006/112/EC as amended by Directive 2010/45/EU, article 217. It is an invoice that
70 contains the information specified in the Directive, and which has been issued and received in any
71 electronic format. It can be a structured format capable of being machine readable and automatically
72 processed, or a non-structured format represented by a humanly readable visual presentation of an
73 electronic invoice (such as a simple PDF) or a combination of a structured and non-structured format, often
74 referred to as a 'hybrid' invoice.

75 In order to avoid any misunderstanding, in Directive 2014/55/EU on electronic invoicing in public
76 procurement and the associated adoption of a European Standard for an electronic invoice in public
77 procurement, electronic invoice is defined specifically as an invoice that has been issued, transmitted and
78 received in a structured electronic format which allows for its automatic and electronic processing. This

79 stricter definition is relevant for electronic invoicing conforming to Directive 2014/55/EU with its
80 application for the public sector in the EU. This is not the definition referred in this document.

81 **Electronic Data Interchange (EDI):** is a form of transmission used in numerous industries for the two-way
82 transmission of standardized structured data on a point-to-point basis and is cited as a method in the 2010
83 VAT Directive. It offers structured data transmission in a peer-to-peer mode based on shared fully
84 documented and structured formats, languages such as EDIFACT or XML, protocols (such as AS2, AS4, FTP,
85 FTPS, OFTP, OFTP2, HTTP, SMTP, ...) and using various file or message exchange tools, access points to
86 exchange networks, or service providers.

87 **Interoperability:** the ability of a seller or a buyer acting as trading parties to exchange e-invoices and other
88 documents that contains the information elements required by both seller and buyer in a compliant form,
89 easily workable, irrespective of the information technology environment, e-invoicing solution or service
90 used by each, and provided that the electronic network addresses used by the parties are known or easily
91 discoverable.

92 **Sender :** is the Party that is legally the sender of the invoice, i.e. usually the Seller.

93 **Sending Party :** is the Party that sends the e-invoice, on behalf of the Sender. It can be the Sender's Service
94 Provider (named Service Provider-Sender or **SPS**) or the Sender itself.

95 **Receiver :** is the Party that is legally the recipient of the invoice, i.e. usually the Buyer.

96 **Receiving Party:** is the Party that receives the e-invoice (the original invoice), on behalf of the Receiver. It
97 may be the Receiver's Service Provider (named Service Provider-Receiver **SPR**) or the Receiver itself.

98 **Service Provider:** in the context of e-invoicing is an organization that typically provides its customers with
99 services for the creation, delivery and processing of e-invoices and other related e-business transactions as
100 well as supporting software and services.

101 **Compliant:** applied to an e-invoice, it means that the e-invoice is compliant with the regulation (including
102 fiscal) and with the documentation of the format used. For instance, a PDF invoice that claims to be PDF/A
103 is not compliant if it does not comply with PDF/A standard; an invoice that claims its compliancy with
104 UN/CEFACT CII D16B is not compliant if it does not respect the structure of data and the business rules.

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106 It should be noted that the roles of Sender, Sending Party, Receiver, and Receiving Party may be fulfilled
107 during the transmission process in whole or in part by parties other than the trading parties or their e-
108 invoicing service providers. Examples include financial institutions (Payment Service Providers -PSP) or
109 factors providing invoice finance, or other servicing entities such as accountants and business process
110 outsource providers.

111 4. Review of the basic regulatory principles

112 4.1. The electronic invoice and legal and fiscal compliance

113 An electronic invoice is an invoice that is created, transmitted and received in an electronic format. It can
114 be a structured data file (e.g. XML, EDIFACT) or unstructured (e.g. PDF, HTML, text). It must be archived by
115 each of the Parties exactly as it was issued or received.

116 To be considered an original invoice according to the tax regulations, invoices must contain all of the
117 required information as defined in the tax, commercial, accounting and competition law regulations, and
118 ensure its authenticity of origin, integrity of content and legibility.

119 To this end, according to the provisions of Article 233 of Directive 2006-112-EC amended by Directive 2010-
120 45 EU, transcribed in France in Article 289 VII of the General Tax Code (CGI) and subsequent decrees, orders
121 and Official Public Finance-Tax Bulletins (BOFIPs), there are three possible modes:

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- Implementing documented business controls which creates a reliable audit trail between an invoice and a supply of goods or services. This also includes specifying the procedures leading to creation of the original invoice for the **Sending Party**, and those leading to book the invoice received by the Receiver based on the information stated on the original invoice received by the **Receiving Party**.
 - Secure electronic signature of the electronic invoice with a qualified digital certificate, **whether the electronic invoice is in structured or unstructured format**. For the receiver, this mode requires verifying both the electronic signature and the digital certificate and ensuring that it is “qualified”.
 - Electronic data interchange (EDI) according to a standard agreed between the sender and the receiver, using procedures and technical means that ensure authenticity of origin, integrity of content and legibility¹.

134 If the electronic invoice is in structured data format (EDI), any of the 3 modes listed above can be applied.
135 However, the obligation of presenting the electronic invoice in a human readable form remains, as does the
136 obligation of having a document covering the structured interchange format, including indicating the
137 meaning of the different codes used for certain invoice information and the applicable business rules.

138 It is also important to note that the tax and accounting regulations stipulate that every accounting entry
139 must be able to be traced back to its origin (audit trail). In particular, this means being able to substantiate
140 that the invoices correspond to real services to which the proper VAT rules are applied (with particular
141 vigilance regarding exemptions for the supplier, and the reality of deliveries generating VAT deductibility
142 for the buyer).

143 Thus, the reliable audit trail provisions (**BCAT** for “*Business Controls that create a reliable Audit Trail*”) introduced
144 with the transposition of Directive 2010 55 EU also represent a best practice for management,
145 in terms of demonstrating the reality of business transactions beyond the mere formal compliance
146 provided by an electronic signature or the EDI mode.

147 Finally, the tax regulations also define the sequence of operations for creating invoices, which must be
148 done immediately on delivery of the goods or services, with a tolerance of several days and allowing for the
149 option of periodic invoicing with a maximum billing period of one calendar month.

150 As the invoice date is normally the operative start of the term of payment, an actual transmission date that
151 is too far from the invoice date may lead to invoice refusals from the buyer, simply because this would not
152 leave enough time for compliance with the contractual terms of payment. Moreover, an invoice date that is
153 too far from the delivery date, due to late creation of the invoice, would violate the tax rule of invoice
154 creation sequencing recalled above.

155 **4.2. The original electronic invoice is strictly identical between sender and receiver**

156 When electronic invoices are exchanged, whether in the form of structured (e.g. in XML or EDIFACT syntax)
157 or unstructured (e.g. PDF, HTML, etc.) electronic files, it is mandatory in France for **the original invoice**
158 **issued** and which must be archived by the **Sender** (a service that may be subcontracted to one of the
159 Sender’s service providers) **to be strictly identical to the original invoice received** and which must be
160 archived **by the Receiver** (a service that may be subcontracted to one of the Receiver’s service providers).

¹ In France, this translates into the obligation to maintain and archive a file listing the partners with whom a liable party engages using this mode (the partner list) and a chronological summary list of electronic invoices issued or received, stating any errors (the summary list), and to verify that each invoice contains all mandatory fields; in addition, the digital solution must also be able to present all of the information contained in the electronic invoices in a human readable form.

161 This original electronic invoice is the supporting document for VAT collection (or exemption) on the
162 supplier end, and for VAT deductibility on the customer end. It is also the supporting document for each
163 party's accounts, justifying turnover for the supplier and the expenditure figure for the customer, with a
164 direct impact on the gross profit or loss and therefore on the corporate tax.

165 Consequently, each liable party **must be able to demonstrate that its accounts**, and therefore by extension
166 its tax returns, **are duly based on the invoice information contained in the original invoice**.

167 Moreover, it may be the case that the **Sender** and the **Receiver** exchange both an invoice data file and a
168 readable version (e.g. in PDF format), which can both be considered the original invoice. This can lead to a
169 discrepancy between what the **Sender** considers the original electronic invoice to be archived, and what
170 the **Receiver** considers the original invoice, received electronically, to be archived as the minimum
171 requirement.

172 It is therefore important that the chain of electronic invoice transmission, which may include service
173 providers that are often tasked with creating the original invoice on behalf of the **Sender**, be able to
174 ensure:

- 175 • that the **Sender** and **Receiver** share the same vision of what constitutes the original electronic
176 invoice,
- 177 • that the original electronic invoice is created under the mandate of the **Sender** (the supplier) in
178 accordance with the tax regulations,
- 179 • and that for the duration of the required archiving period each party is able to provide evidence
180 that the information entered into its accounts is indeed the same as the information on the
181 original invoice.

182 4.3. Freedom of choice of the invoice exchange and digital solution

183 Each liable party (**Sender** or **Receiver**) is free to use the above-listed mode of its choosing. However, this
184 choice does depend on the form of the original invoice. For example:

- 185 • If the **Sender** (or more generally, the **Sending Party**) issues an unsigned unstructured electronic
186 invoice, the **Receiver** (or more generally, the **Receiving Party**) cannot use the second mode:
187 signed electronic invoice,
- 188 • If the **Sender** (or more generally, the **Sending Party**) issues a PDF invoice, whether signed or not,
189 the **Receiver** (or more generally, the **Receiving Party**) cannot use the third mode--EDI--because
190 the original invoice is not a structured data file.

191 If the parties exchange both a structured data file and a readable version, the mode implemented should
192 apply to what is considered to be the original invoice and should be archived in the same manner by both
193 parties.

194 **A table showing the compatibility** of Sender and Receiver processing modes is attached in **Appendix 6**.

195 5. Best practices for compliant transmission

196 5.1. Invoice format

197 REC-01:

198 The electronic invoice must be created under the supplier's mandate, if not created by the supplier itself, in
199 a format compatible with long-term archiving.

REC-02:

If the electronic invoice exists in the form of a structured data file, the **Sender** and the **Receiver** must have at their disposal complete documentation on this format (including the codelists and the business rules).

REC-03:

Senders, Receivers and especially service providers in an interoperating model (so called 4-corner), must firstly use and accept Standard formats whose documentation is published and freely accessible, such as:

- **The European Standard EN16931 syntaxes, such as XML UN/CEFACT CII D16B or its hybrid version Factur-X / ZUGFeRD 2.0, UBL 2.1 (ISO/IEC 19845), and UN/EDIFACT INVOIC D16B, WHICH ARE STRONGLY RECOMMENDED FOR USE BETWEEN SERVICE PROVIDERS TO PROMOTE EFFECTIVE INTEROPERABILITY.**
- The PDF/A or PDF/A-3 standard if the original invoice is in PDF format.
- If applicable, other sectoral community standards that are widely used and well documented and maintained, and whose complete documentation is published and available.

REC-04:

In the event that the **Sender** and **Receiver** exchange multiple presentations of the invoice, directly and/or through their respective service providers (the **Sending Party** and the **Receiving Party**), only the practices listed hereafter must be implemented:

- **REC-04-1:**
If the **Sender**, or more generally the **Sending Party** acting on its behalf, considers that the original invoice is constituted by **both the data in the structured file** for automated accounting and processing **AND the human readable version** for visualisation, which is the approach closest to reality since both versions potentially play a part in processing of the invoice, then this must be clearly indicated, e.g.:
 - ✓ **By using the French-German Factur-x / ZUGFeRD 2.0 standard designed specifically for this need, and thus strongly recommended for this purpose.**
 - ✓ Or with the statement *“Readable version of the electronic invoice”* indicated in the readable format, and then encoded into the structured data file in a field designated for this purpose, qualifying this file as a readable version of the invoice.
- **REC-04-2:**
If the **Sender**, or more generally the **Sending Party** acting on its behalf, considers that **the original invoice consists solely of the structured data file** and that the readable version is provided solely for convenience, then this document must clearly indicate this status, for example with a statement such as *“Readable version with no legal value”*. This way, if the Receiver uses this readable version, its status is immediately clear.
- **REC-04-3:**
If the **Sender**, or more generally the **Sending Party** acting on its behalf, considers that **the original invoice consists of the readable version, in PDF/A format for example**, then it must clearly indicate that the structured data file that is also transmitted is not the original invoice. This may be conveyed either by a document type signifying that it contains invoice data for accounting purposes as provided for by Standard EN16931 (document type code 751), or by a specific statement indicating whether the structured file is the original invoice or a duplicate. If the original invoice is encoded inside the structured accounting data file (thus serving as an envelope), in a field designated for this purpose, then this must be qualified as such.

REC-05:

Whatever the situation, the **Sender** or **Sending Party** and the **Receiver** or **Receiving Party** are strongly advised to archive all transmitted files relating to the electronic invoice, exactly as they are issued or

246 received, in order to have at their disposal all elements demonstrating how the electronic invoice was
247 processed and its status as the original invoice for VAT and accounting purposes.

248 5.2. Creating the electronic invoice

249 REC-06:

250 The original electronic invoice must be created by the **Sender** or **Sending Party** who, **if not the Sender**
251 **itself, must have a mandate from the Sender in accordance with the regulations** (in France, see BOI-TVA-
252 DECLA-30-20-10-20131018, Articles 360 and higher).

253 The **Receiver**, or more generally the **Receiving Party**, must process the electronic invoice received as an
254 original invoice, knowing it has the option of refusing reception of an electronic invoice if its format or
255 electronic mode is not to its satisfaction.

256 Consequently, modifying an electronic invoice received by the **Receiver** or the **Receiving Party** in any way
257 whatsoever, such as changing the format or applying an electronic signature, is not a good practice.
258 Appendix 7 describes how to proceed in this event.

259 5.3. Transmission and acknowledgement of receipt

260 REC-07:

261 Electronic invoices must be transmitted via means ensuring secure transmission with integrated technical
262 acknowledgement of receipt and, as applicable, error messages in case of non-**Compliance**.

263 The recommended transmission means are standard secure protocols such as AS2, AS4, SFTP, OFTP, OFTP2,
264 and secure messaging networks (Value-Added Networks) based on X400 standards.

265 REC-08:

266 Until the technical acknowledgement of receipt has been received by the **Sender** or more generally the
267 **Sending Party**, the invoice is not considered to have been transmitted and can be re-transmitted under
268 conditions to be defined by agreement between the **Sending Party** and the **Receiving Party**. **As soon as the**
269 **technical acknowledgement of receipt is received by the Sending Party, the electronic invoice is**
270 **considered transmitted to the Receiving Party.**

271 5.4. Collaboration between service providers

272 REC-09:

273 For transmission between service providers, it is therefore recommended:

- 274 • REC-09-1:
275 to set up a unique interchange channel for all interchange between their respective customers,
276 with technical acknowledgements of receipt (e.g. native with the AS2 / AS4 or X400 protocols),
- 277 • REC-09-2:
278 and to use a limited number of original electronic invoice formats, documented by both service
279 providers for each of their respective customers, as recommended in paragraph 5.1 of this
280 document.

281 REC-10:

282 Moreover, service providers must define the conditions of their collaboration in an interoperability
283 agreement, specifying their respective responsibilities, notably those relating to:

- 284 • Verifying the electronic invoice's **Compliance** before it is sent,
- 285 • Creating the original electronic invoice
- 286 • Identification of the **Sender** and **Receiver** for addressing

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- If applicable, commitments to verify the identity of the **Senders** and **Receivers** (KYS / KYC), and procedures for synchronising identification information in case of changes.
- 289
- Transmitting the electronic invoice, specifically its issue, receipt and the acknowledgement of receipt showing it was duly received. This should also specify whether or not invoices are issued in batches, and if so, how acceptance or refusal is managed (the entire batch or only the erroneous invoice) and how any re-issues are handled.
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- Checking **Compliance** on receipt.
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- Collaboration between service providers in case of non-**Compliance** detected on receipt or faulty transmission.
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296 **To this end, it is recommended to use the model interoperability agreement provided by EESPA, or any**

297 **other equivalent model.**

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Public Review

299 **6. APPENDIX – Compatibility between invoice format and compliant processing**
300 **mode**

301 The compliant invoice processing mode is normally independent between the **Sender** and the **Receiver**.
302 However, the choice made by the **Sender** or **Receiver** limits the choices of their business partners, as the
303 table below shows (which sets out the possible modes of receipt and potential additional constraints
304 according to the form of the original invoice file):

	Possible compliant processing mode for invoices received, for the receiving party			
Original invoice creation and issue format (agreed between the Sender and the Receiver)	Business Controls that create a reliable Audit Trail, based on the paper (or scanned) invoice	Business Controls that create a reliable Audit Trail, based on the electronic invoice received	Electronic invoice signed with verification of the electronic signature and the certificate	Complete EDI (With summary list, and partner list)
Paper	X			
EDI full structured file (EDIFACT, XML) WITHOUT electronic signature		X		X
EDI full structured file (EDIFACT, XML) WITH advanced electronic signature (qualified or not)		X with obligation to verify the advanced electronic signature and its certificate	X Only if the electronic signature is qualified with a qualified certificate (or RGS**)	X WITHOUT obligation to verify the electronic signature
Unstructured or Factur-x (PDF) WITHOUT electronic signature		X		
Unstructured or Factur-x invoice (PDF) WITH electronic signature		X with obligation to verify the advanced electronic signature and its certificate	X Only if the electronic signature is qualified with a qualified certificate (or RGS**)	

305 **7. APPENDIX – creation of the original invoice by the Receiver’s Service Provider**

306 **Scenario description:** the **Receiver’s Service Provider**, with the **Receiver’s** permission, wants to create the
307 original electronic invoice,

- 308 • but the **Sender** has its own solution or a solution through one of its **Service Providers** that it
309 wishes to use for **all** its invoices
- 310 • and therefore does not want to task the **Receiver’s Service Provider** with processing and
311 archiving its issued original invoices.

312 **Recommendation:** to satisfy the respective choices of both the **Sender** and the **Receiver**, the **Sending Party**
313 and the **Receiver’s Service Provider** need to formally adopt a system by which creation of the original
314 invoice is subcontracted to the **Receiver’s Service Provider**. To this end:

- 315 • A formal invoicing mandate must be established between the **Sending Party** and the **Receiver’s**
316 **Service Provider**,
- 317 ✓ assigning the **Receiver’s Service Provider** the right to create the original electronic invoice
318 on behalf of the **Sender** (the supplier)
- 319 ✓ specifying

- 320 ▪ the format transmitted by the Sending Party and the format used for the original
321 invoice (with the respective documentation),
- 322 ▪ any changes made to the data file initially transmitted by the **Sending Party**,
- 323 ▪ and, if applicable, the implementation of a qualified electronic signature.
- 324 • **The Sending Party** transmits an invoice data file to the **Receiver's Service Provider**
- 325 • **the Receiver's Service Provider** creates the original electronic invoice and must send it back to
326 the **Sending Party**, for acknowledgement of receipt and creation, using the same means of
327 transmission as for the invoice data file initially transmitted by the **Sending Party**,
- 328 ✓ In case of non-compliance, including with rules of the **Receiver's** trade, the electronic
329 invoice is not created by the **Receiver's Service Provider**, who immediately notifies the
330 **Sending Party** indicating the reason for the error observed.
- 331 • As soon as it receives the original invoice, the **Sending Party** can proceed to process it
332 (compliance controls) and to digitally archive it on behalf of the **Sender**.
- 333 ✓ If the **Sending Party** finds non-compliance, it must immediately inform the **Receiver's**
334 **Service Provider** in order to proceed with compliant reprocessing of the invoice.

335 8. APPENDIX – EMSFEI report, extracts

336 To recall, the key principles and the recommendations of the EMSFEI report are provided in this appendix,
337 the definition used in this document are those used in the EMSFEI report.

338 8.1. Key principles

339 The following principles have been developed as a way of encapsulating the key drivers for efficient and
340 cost-effective transmission:

- 341 • **Principle 1 on reach and automation:** Economic operators should be able to reliably send, or
342 make available, and receive e-invoices and related documents to and from all types of trading
343 partner, public or private, in Europe and elsewhere. Transmission should support the automation
344 objectives of these economic operators, whilst also supporting the need to employ manual
345 processes when necessary, for example in the event of discrepancies or when automatic
346 matching and processing is not possible for a receiver owing to the relative immaturity of its
347 information systems and procedures (especially relating to smaller organizations).
- 348 • **Principle 2 on choice and interoperability:** All economic operators acting as suppliers should be
349 able to choose the transmission tools, mechanisms, or service and solution providers that meet
350 their requirements, provided that these are interoperable and compatible with the transmission
351 mechanisms of buyers, whoever they may be. It is recognized that connections between highly
352 heterogeneous economic operators need to be made and sustained.
- 353 • **Principle 3 on solutions:** The use of service and solution providers is strictly a matter for
354 economic operators. Providers offering business, information technology and communication
355 services are encouraged to develop and continuously evolve efficient and cost-effective (not
356 exceeding the cost of paper invoicing) products and services, which support business and
357 technical interoperability, and, wherever feasible, remove the need for human intervention. The
358 latter is dependent on the preparedness of economic operators to adapt their processes and
359 deploy the necessary skills. The market for services should be competitive, innovative and offer
360 choice to users of all sizes.
- 361 • **Principle 4 on fiscal compliance:** Transmission solutions should enable all economic operators to
362 fully meet their obligations in respect of compliance with applicable fiscal rules, in particular VAT
363 regulations, and requirements for authenticity, integrity and legibility relating to e-invoices. This

- 364 may increasingly require reporting and registration facilities to meet the requirements of tax
365 authorities.
- 366 • **Principle 5 on standards:** The environment should embrace standard definitions, open and non-
367 proprietary technical standards and well-established business practices to support ease of
368 implementation, continuing use and maintenance. It should support the common models and
369 methods of e-invoicing and electronic data interchange, and include provision for confidentiality
370 and non-repudiation, appropriate levels of security, timely receipt and response messages, and,
371 as required, visualization in human-readable form.
 - 372 • **Principle 6 on addressing:** addressing, routing and identification mechanisms should be
373 progressively standardized by the industry and should be easily discoverable through a registry or
374 directly in an e-invoicing solution.
 - 375 • **Principle 7 on governance:** Stakeholders need to take care to create and safeguard boundaries
376 between the competitive space and the areas of cooperation appropriate to networked
377 environments. Appropriate governance should be established for such cooperation models.

378 8.2. Recommendations

- 379 1. Stakeholders are urged to implement the **defined principles herein** at all levels of the eco-system
380 and pay attention to the **CEN Guidelines for Interoperability at the Transmission level**.
- 381 2. Service and solution providers **need to meet the expectations of customers** in terms of
382 convenience, ease of use, and value for money, covering timely and transparent services for e-
383 invoice creation, validation, transmission and processing, clarity on fiscal compliance, visual
384 presentations (where required), service level agreements, and archiving etc. **All records need to be**
385 **survivable in the event of a contractual relationship ceasing**.
- 386 3. Transmission and interoperability mechanisms should be **cost effective and tailored to the needs**
387 **of user segments** by providing both 'core and basic' levels of service with scope for additional
388 value-added services.
- 389 4. The service and solutions industry and its governance frameworks **should more concretely support**
390 **the needs of SMEs** with a very immediate focus on providing easy-to-use services for creating and
391 delivering invoices containing invoice data in a structured format such as those required to be
392 conformant with EN16931. **Such services need to provide easy-to-use and transparent facilities to**
393 **enable users to switch service providers**.
- 394 5. Service and solution providers are encouraged to support interoperability according to the EESPA
395 Model Agreements and PEPPOL, and preferably both as client demands require. They both
396 represent best practice examples for interoperability and are discussing convergence of standards
397 and practices, which is welcome. The services and solutions industry is encouraged to be open to
398 the emergence of equivalent or improved frameworks in the future.
- 399 6. **All interoperability arrangements should be documented** by customer agreements and service
400 provider-to-service provider agreements that include service descriptions and the allocation of
401 tasks and responsibilities. Such agreements should create a clear end-to-end chain of authority and
402 mutual obligations between the parties. In a four-corner model, SPR and SPS will satisfy themselves
403 as to the status, technical and compliance capabilities of the other party acting in their own and
404 their client's interests. SPS and SPR should be able to validate the compliance of each other to the
405 terms of an interoperability agreement. All parties should be open to reasonably sharing
406 information about the roles performed in their dealings along the chain of agreements.
- 407 7. Transmission protocols should make use of open and non-proprietary standards and there should
408 be widespread adoption of technical and business-level response messages.
- 409 8. Further efforts should be made to promote more standardization in the use of identifiers,
410 electronic addresses and routing. This should include the concept of a federation of registries. This

- 411 should also address the issue of portability, which is the possibility for a trading entity to change its
412 service provider with a minimum impact on the existing routing and addressing set-up for its
413 trading parties.
- 414 9. National Platforms should adopt well-accepted standards and practices and consider the re-use of
415 existing well-proven artefacts and network services. Such national initiatives should foster
416 competition and innovation in support of the market for services and solutions and not provide
417 inappropriate state-funded competition. **National Platforms should provide appropriate PEPPOL**
418 **capabilities to support intra-EU capability at least for inbound public sector invoicing**
419 **transactions.**
- 420 10. Through cooperation with the payments industry more pervasive EIPP services should be made
421 available to provide more convenience for consumers and small business in aggregating and paying
422 invoices, including the necessary linkages to enterprise systems used by SMEs.
- 423 11. **Attention should be paid to portals which are proliferating.** It should be possible to develop a set
424 of standards and best practices for the way these operate to create a more uniform customer
425 experience for end-users in terms of ease of use and cost-effective solutions. **Application**
426 **Programming Interfaces (API) should be evaluated as to their potential in relation to the**
427 **customer experience. Given the availability of interoperability agreements service providers**
428 **should provide facilities for receiving e-invoices through their portals destined for buyers on**
429 **other platforms, especially for SMEs, who would benefit from a 'one-stop shop'.**
- 430 12. Email should not be recommended for transmission within an automated process environment. It is
431 recognized however that email is a common and accepted means of transmission for SMEs and will
432 likely remain a means for 'first mile' invoice (or data) collection in an automated process chain, and
433 as an important exchange mechanism between SMEs themselves. As long as email usage persists it
434 is recommended that it is reinforced by additional means such as digital signatures or e-seals
435 applied to the e-invoice, acknowledgement and response messages, and potentially by means of
436 Electronic Registered Delivery Services, as recognized by the e-IDAS regulations.
- 437 13. Developments in e-invoice reporting and registration for fiscal purposes **should be harmonized on**
438 **common definitions**, practices and messaging requirements as has been proposed in a recent
439 EMSFEI paper.
- 440 14. The topic of fiscal compliance should be the subject of a separate project within the EMSFEI
441 agenda.
- 442 15. Investigation should be made of the potential and concrete **benefits of the Zero-corner model and**
443 **Block-Chain** to e-invoicing.
- 444 16. EMSFEI should consider a future project to examine and extract **lessons from the numerous**
445 **country experiences** already available².