SMDG-Interchange EDI - Understanding

This draft is the result of work carried out by a SMDG-Subgroup. It was set up mainly on TEDIS drafts (May 1991/January 1994) but ideas and comments of EDI Council of Canada, American Bar Association, UN/ECE Recommendations and German DIN also were taken into account. So - in general - this draft can be seen as a globally oriented Understanding.

Version 1

June 1996

Introduction

The terms and conditions of this Understanding which can be used in bilateral or multilateral EDI relationships shall govern the conduct and methods of operation between the Parties in relation to the interchange of data by teletransmission for the purpose of or associated with the supply of vessel, inland carriers and container related data. They take account of the Uniform Rules of Conduct for Interchange of Trade Data by Teletransmission as adopted by the International Chamber of Commerce and in conjunction with the TEDIS Programme European Model EDI Agreement. The Understanding is considered to be a contractual framework setting out intentions and clarifying rights and obligations. If necessary additional rules might be agreed between Parties, these rules are specific/bilateral and can be worked out in an appendix. Parties in this Understanding are:

Shipping Lines; Agents; Container Terminals; Stevedores, Inland Carriers, etc.

(Detail of the parties: see enclosure A)

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1.   Definitions

For the purposes of the EDI Understanding the following definitions shall apply:

Acknowledgment of Receipt:

A message acknowledging or rejecting, with error indication, a received interchange, a functional group or a message.

Message verification

Message verification includes the identification, authentication and verification of the integrity and origin of a message by use of an authentication mechanism such as a digital signature and/or any alternative security means or procedures to establish taht a message is genuine.

Adopted protocol

An accepted method for the interchange of messages based on the UN/EDIFACT standard (agreed version) for the presentation and structuring of the transmission of messages, or such other protocol as may be agreed in writing by the Parties.

Data Transfer

One more EDI-messages sent together as one unit of transmission, which includes the heading and termination data in accordance with UN/EDIFACT.

Days

Any day.

Data Log

The complete historical and chronological record of interchanged data representing the messages interchanged between the Parties.

EDI

Electronic Data Interchange is the transmission of data structured according to agreed message standards, between information systems, by electronic means.

EDI message

A coherent set of data, structured according to agreed message standards, for transmission by electronic means, prepared in a computer readable format and capable of being automatically and unambiguously processed.

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Technical Annex (see enclosure B)

The Technical Annex consists of:

User manual (for example for BAPLIE, MOVINS, TANSTA), a handbook with message specifications as descriptions of data elements, segments, and data structures.

Technical specifications as systems operation, methods of transmission, third Party providers.

Procedural/organisational rules: E.g. the communication pattern between a stowage Centre and a member of related container terminals; acknowledgement of receipt, message verification.

UN/EDIFACT

The United Nations rules for Electronic Data Interchange for Administration, Commerce and Transport, comprising a set of internationally agreed standards, directories and guidelines for the electronic interchange of structured data, and in particular, interchange related to trade and goods and services, between independent and computerised information systems.

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2.   Object and Scope

The provisions contained in this EDI Understanding shall govern the exchange of EDI messages between named Parties.

The provision of the Technical Annex form an integral part of the EDI Understanding. Accordingly, the breach of any of the provisions contained within the Technical Annex shall be a breach of the EDI Understanding itself.

When Parties mutually agree in writing upon additional provisions to this Understanding, such provisions shall form an integral part of this Understanding.

Parties agree that all EDI Messages shall be transmitted in accordance with the provisions of the adopted protocol for Data Interchange, as specified in the Technical Annex.

3.   Applicability

The Container Handling Agreement covers all contingencies not covered and/or addressed in this EDI Understanding. In case of non conformity of this EDI Understanding and the Container Handling Agreement, this EDI Understanding shall prevail in respect of data interchange only.

4.   Operational Requirements for EDI

4.1   Message Standards

All EDI messages shall be transmitted in accordance with the UN/EDIFACT standards (EDIFACT syntax rules ISO 9735, latest version) and recommendations and their updated versions, as approved and published by the United Nations Economic Commission for Europe (UN/ECE) in the United Nations Trade Data Interchange Directory (UNTDID), details of which are set out in the technical annex - part USER MANUAL.

4.2   Systems Operation

The Parties shall provide and maintain, to the level specified in the Technical Annex, the equipment (hardware), software and services necessary to effectively transmit, receive, log and store EDI messages.

4.3   Method of Transmission

The Parties shall agree between themselves a method of transmission and, if required, use the services of Third Party Network Providers.

4.4   Specifications

All specifications and details regarding 4.1., 4.2., and 4.3., shall be as set out in the Technical Annex.

The Parties shall conduct such tests as may be mutually defined from time to time to establish and monitor the adequacy of the standards, hardware, software, protocols, services or any of the relevant specifications for the purpose of this Understanding.

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5. Acknowledgement of Receipt of EDI Messages

5.1   In addition to the acknowledgements included in the telecommunication protocols, the Parties may agree that the receiver of an EDI Message sends an acknowledgement of receipt of the message. Alternatively the Parties may define in the Technical Annex, the extent to which any messages sent and received will be subject to an acknowledgement of receipt. A message to be acknowledged must not be acted upon before complying with the request for an acknowledgement.

5.2   If Parties mutually agree upon an acknowledgement of receipt this acknowledgement of receipt of an EDI message shall be send in such time as is defined in the Technical Annex. In the event that no specific time limits have been agreed or stated in the Technical Annex, the acknowledgement shall be send within one working day following the day of receipt of the EDI message to be acknowledged.

5.3   If the sender does not receive the acknowledgement of receipt within the time limit, he may, upon giving notification to the receiver to that effect, treat the Message as null and void as from the expiration of that time limit or initiative an alternative recovery procedure as specified in the Technical Annex, to ensure effective receipt of the acknowledgement.

In case of failure of recovery procedure, within the time limit, the Message will definitely be treated as null and void, as from the expiration ot that time limit, upon notifcation to the receiver.

6. Processing of EDI Messages

The Parties undertake to process or ensure that their system processes the EDI messages within any time limits specified in the Technical Annex, or as agreed between the Parties, or in the absence of such, as soon as possible .

7. Security of EDI Messages

7.1   The Parties will only be responsible and liable for breaking the rules of verification, identification and authentication in case of gross negligence or wilful misconduct.

7.2   The Parties undertake to implement and maintain control and security procedures and measures necessary to ensure the protection of messages against the risk of unauthorized access alteration, loss or destruction.

7.3   In addition to the elements of control relevant for EDI messages provided by the UN/EDIFACT rules, the Parties shall agree on procedures or methods to ensure message verification. The specifications relating to the message verification should be set out in the Technical Annex.

When message verification results in the rejection of, or the detection of an error in an EDI message, the receiver will inform the sender thereof within the time limits specified in the Technical Annex or agreed between the Parties, provided the sender is identified, and will not act upon the message before receiving instructions to do so, from the sender.

7.4   If a sender of an EDI Message includes non modified data from a previous EDI Message into a new EDI Message, the sender is not liable for the completeness and accuracy of this non-modified data.

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7.5   For security purposes, the Parties may agree to use a specific form of protection for certain messages such as a method of encryption or any other method agreed between the Parties, as long as it is permitted by law. The same method shall be respected for any subsequent transmissions or re-transmissions of a protected message.

8.   Confidentiality

The Parties shall ensure that messages containing information specified to be confidential by the sender or agreed to be confidential between the Parties, are maintained in confidence and are not disclosed or transmitted to any unauthorised persons nor used for any purposes other than those intended by the Parties.

Messages shall not be regarded as containing confidential information to the extent that such information is legitimately in the public domain.
The same degree of confidentiality as specified, in this clause, shall be respected on any authorised disclosure to another person.

9.   Force Majeure

A Party shall not be deemed to be in breach of this Understanding or otherwise be liable to any other Party, by reason of any delay in performance, poor performance or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which he has immediately notified such other Party; and the time for performance of that obligation shall be extended accordingly. Any obligation not or not properly performed shall be performed as soon as possible with all reasonable despatch. However, if the time for performance has to be extended for the above reasons for more than ... days, the other party is entitled to terminate this Understanding at the end of those ... days after the date on which the performance was initially due, without any claim for costs for any party.

10.   Default

Upon becoming aware of any circumstances resulting in failure, delay or error in performing its obligations, each Party shall immediately inform the other Party(ies) hereto and use their best endeavours to communicate by alternative means.
Any planned non - availability of either Party's interchange facility must be reported 48 hours in advance to the other Party.

11.   Logging, Recording, and Storage of EDI Messages

11.1   Each Party will keep, a data log, to store all EDI Messages. These shall be stored by the sender in the transmitted format and by the receiver in the format in which they are received.

11.2   The data log shall be maintained unaltered and securely for such time as agreed between the Parties which shall not be less than the period required by the national law applicable in the country of each of the parties for maintaining such a data log or business documents, whichever period be the longest one.

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11.3   In addition to any relevant national legislative or regulartory requirements, when the data log is maintained in the form of electronic or computer records, the Parties shall ensure that the recorded EDI messages are readily accessible and that they can be reproduced in a readable form and, if required, can be printed.

12.   Intermediaries

12.1   If a Party uses the services of an intermediary in order to transmit, log or process EDI Messages, that Party shall be responsible towards the other Party or Parties for any acts, failures or omissions of the intermediary as though they were his own acts, failures or omissions and for the purposes of this understanding, the intermediary shall be deemed to be acting on behalf of that Party. Clause 7.1 applies.

12.2   If a Party instructs any other Party to use the services of an intermediary for transmitting, logging or processing EDI messages then the instructing Party shall be responsible towards the other Party for such intermediary's acts, failures or omissions. Clause 7.1 applies.

12.3   Parties shall ensure that it is a contractual responsibility of the intermediary that no change is made to the substantive data content of the EDI messages to be re-transmitted and that such EDI messages are not disclosed to any unauthorized person.

13.   Electronic Transactions

13.1   The Parties accept that electronic transactions and/or operational data are validly formed by exchange of EDI messages, and expressly waive any rights to bring an action declaring the invalidity of a transaction concluded between themselves on the sole ground that the transaction took place by use of EDI.

13.2   Unless otherwise agreed, a contract made by EDI messages will be considered to be concluded at the time and place where the EDI message constituting the acceptance of an offer is made available to the information systems of the receiver of that acceptance.

14.   Admissibility of Messages as Evidence

To the extent permitted by law, the parties hereby agree that in the event of dispute, the records of Messages, which they have maintained in accordance with the terms of this Understanding, shall be admissible before the Courts and shall constitute evidence of the facts contained therein unless evidence to the contrary is adduced.

15.   Liability

Each Party shall be liable for any direct damage arising from or as a result of any breach of this Understanding or any failure, delay or error in sending, receiving or acting on any message. The liability is restricted to any direct damages resulting from wilful misconduct or gross negligence. Neither Party shall be liable to the other for any consequential damages, including loss of profit, arising directly or indirectly from or as a result of any such breach, failure, delay or error.

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The Parties acknowledge that the use of EDI Messages is to their mutual benefit; the information obtained by each Party about the affairs of the other following the negotiations and performance of this Understanding shall not be used to impose liability for consequential damages or in any other way to increase the liability of either Party in the event of a failure to perform its obligations under this Contract, beyond what it would have incurred for a breach of the Container Handling Agreement.

16.   Interpretation of the User Manual

Any question relating to the interpretation of the User manual as part of the Technical Annex may be referred by the Parties to the body responsible for the publication of the User Manual or the relevant Working Group within the SMDG (Shipplanning Message Development Group) as may be applicable acting as experts and not arbitrators. The experts decision shall be final and binding on the Parties making the reference.

17.   Costs

The Parties agree that transfercosts of EDI Messages will be specified and become part of the Technical Annex.

18.   Applicable Law and Arbitration

The applicable law governing the Understanding shall , in all respect, be (name of Country; completed by the Parties) law and shall be referred to arbitration in . . . .
The competent Civil Courts of . . . . shall have law.

In the event of a conflict of law between any contract being effected by EDI and the Understanding the law of the contract will prevail.

Any dispute arising in connection with the provisions of this Understanding shall be settled by negotiations between the Parties. If unsuccessful, and unless otherwise agreed, the dispute should be settled by such arbitration as the Parties may decide.

19.   Effects, Term and Severability

This Understanding shall be effective from the date on which it is signed.

Any Party may terminate this Understanding by giving not less than one month's notice either by registered post or by any other means agreed between the Parties. The notice shall indicate the date when the Understanding will cease. Termination of the Understanding shall only affect transactions after that date.

Notwithstanding termination for any reason, the rights and obligations of the Parties referred to in clauses 6, 7, 8, 11 and 15, shall survive termination.

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Should any clause in this Understanding be deemed invalid or should this Understanding be incomplete, all other clauses of this Understanding shall remain in full force and effect. The parties agree to replace the clause being deemed invalid by a valid clause reflecting as far as possible the parties' aims when entering into this Understanding. Similarly the parties agree to complete the Understanding in the same spirit if it es found that the Understanding is incomplete.

20.   Amendments in Writing

Any terms agreed between the Parties as additions or amendments to this Understanding, shall only be valid if they are set out in the Technical Annex or are otherwise in writing and signed by the Parties.

June 1996

EDI-ELECTRONIC DATA INTERCHANGE UNDERSTANDING

An Understanding made this .... day of .... 19 ....

by and between

....

....

....

hereinafter referred to as "the Line" on the one part,

and   ....

....

....

hereinafter referred to as "TERMINAL" on the other part.

WHEREAS the parties hereto are desirous to agree on methods of operation between them in relation to the interchange of data by teletransmission for the purpose of or associated with containerrelated activities under the Container Handling Agreement between THE TERMINAL and the Line dated ...., under reference number (hereinafter referred to as "the Understanding";

WHEREAS the parties hereto wish to establish the terms and conditions under which such interchange of data by teletransmission shall take place;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

Technical Annex

The technical annex consists of :

- User manuals

- Technical specifications

- Procedural/organisational rules

Items to be specified

0.   Communication pattern

1.   Documents, messages, directories, codes, syntax, segments, data elements, design guide-lines, implementation guide-lines

2.   EDP   -   System
                              -        equipment/hardware
                              -        software
                              -        services

3.   Transmission, Methods of Communication
                              -        protocol
                              -        network
                              -        platform
                              -        sequences
                              -        responsibility (sender/receiver)

4.   Time
                              -        working time
                              -        time limits for . . .

5.   Acknowledgement
                              -        kinds of A.
                              -        time limits for A.

6.   Responsibilities

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7.   Intermediaries
- names
- contracts

8.   Storage
- kinds of St.
- time/limits/periods

9.   Securities

10.   Procedures for tests and trials

11.   Backup/Disaster Recovery

12.   Costs

13.   Limits of Responsibility and Liability

14.   Special conditions/Exceptions

15.   Modifications

16.   Others