

eURC

国际商会托收统一规则关于电子交单的附则
(版本1.0)

URC 522

国际商会托收统一规则关于电子交单的附则（eURC）
（版本 1.0）

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中国国际商会/国际商会中国国家委员会 组织翻译

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引言

2017年6月6日，国际商会银行委员会进行新闻发布，宣布启动工作组对贸易金融数字化进程进行预测准备及跟进。工作组的一项核心工作是评价国际商会现行规则，以评估这些规则的电子兼容性，并确保其“电子适用性”，也就是说，能够使银行接受对应单据的数据。这被认为是适应演变中的实务与科技的必然要求。

国际商会银行委员会成立了由大卫·梅内尔和盖瑞·考利尔担任联合主席的起草小组，初始目标是重检国际商会现行规则的电子兼容性。作为重检的结果，起草小组获得了国际商会银行委员会执委会以下授权：

- 更新 eUCP 现行 1.1 版本以确保其可持续的数字兼容性。
- 起草 eURC 以确保托收项下电子记录交单可持续的数字兼容性。

为了在不影响国际商会其他现行规则的情况下可定期更新，从而减少任何被认为具有潜在修订可能的开发时间，这些电子规则在开发时特意标注了版本号。

eUCP 2.0 版本和 eURC 1.0 版本的初稿于 2017 年 9 月 25 日分发给国际商会各个国家委员会，反馈的截止日期为 2017 年 11 月 27 日。由于通讯沟通的问题，应多个国家委员会的请求，反馈截止日期延长至 2018 年 2 月 28 日。根据对初稿的反馈意见，起草小组着手起草了第二稿，并随后于 2018 年 3 月 20 日发给国际商会各个国家委员会，

反馈的截止日期为 2018 年 5 月 25 日。第三稿于 2018 年 7 月 20 日发出，反馈的截止日期为 2018 年 9 月 28 日。第四稿于 2018 年 11 月 6 日发送，注明反馈截止日期为 2019 年 1 月 4 日。在该阶段，经过全面梳理收到的截止到当期的所有反馈意见，起草小组认为可适时起草规则最终稿了。最终稿随后于 2019 年 1 月 31 日发给国际商会各个国家委员会，具体注明投票截止日期为 2019 年 3 月 22 日。值得一提的是，此时距离发送初稿的时间仅为 16 个月，而且还包括前述已执行的 3 个月延期。在前四稿起草过程中，起草小组从国际商会各个国家委员会收到近 2000 条反馈意见。为透明和清晰起见，每条反馈意见都给予了单独回复。《国际商会 eUCP 指南》（ICC 第 639 号出版物）以及詹姆斯·E·伯恩教授和丹·泰勒的著作均是重要的参考文献，在此特别致谢。

国际商会银行委员会在其历史上首次引入了国际商会规则投票流程的新方法，即通过“简易投票”（Simply Voting）平台。这一创新方法提供了网上投票系统，用以通过修订的 eUCP 和新的 eURC 规则。

平台于 2019 年 3 月 11 日至 22 日开放投票，每个国家委员会被要求选择一名指定的有权投票代表。各个国家委员会获邀对修订的 eUCP 和新的 eURC 分别投票，从以下选项中选择“是”或“否”：

- 贵国国家委员会赞成《跟单信用证统一惯例（UCP 600）关于电子交单的附则》（eUCP）2.0 版本吗？
- 贵国国家委员会赞成《托收统一规则（URC 522）关于电子交单的

附则》（eURC）1.0 版本吗？

投票结果：

- 收到 49 个国家委员会的投票，加上 1 个国家委员会超过截止日期的投票。
- eUCP 获得了 100%的通过率，两个国家弃权。
- eURC 获得了 97.5%的赞成率（加权基础上），1 个国家反对，2 个国家弃权。
- 基于以上投票结果，两套规则将于 2019 年 7 月 1 日正式生效。

在最初的《国际商会 eUCP 指南》（ICC 第 639 号出版物）引言中，电子交单可能的演变结果被认为是在跟单信用证领域建立起自动化的相符审核系统。如我们审视演变中的技术和数字化贸易金融，随着物联网、分布式账本技术、智能合约、人工智能以及机器学习的出现，这一切已然非常明显。

这些电子规则的内容将被持续监控，以确保其适用性。贸易从业人员的支持将是推动规则向前发展的基本要素。这些规则为促进跟单信用证在数字化环境中的发展给予了诸多益处，并确保了在贸易风险缓释中这一有价值的工具的持续相关性。

国际商会现行规则，诸如《跟单信用证统一惯例》（UCP 600）和《托收统一规则》（URC 522），尽管在纸质世界中极具价值，但如应用到电子交易中，则仅能提供有限的保护。随着时间的推移，传统贸易工具将不可避免、无可逆转地向纸质和数字化混合的生态系统发展，并最终发展至仅有电子记录。

就此方面而言，重要的是，市场认识到这些新规则对促进传统贸易解决方案在数字环境中的发展给予了诸多益处：

- 在不断演变的数字贸易世界中保障适用性，并确保相关性
- 将纸质环境中的风险缓释延伸至电子环境中
- 清晰并毫不含糊地支持电子记录的使用
- 支持实务整合、一致，反对分歧的地方化、国家化和区域化实务
- 对术语和目标的共识
- 对一套独立且值得信赖的合约规则充满信心
- 惯例和实务的统一性、一致性及标准化
- 无论何种的基础经济和司法体制，可实现并支持地区间及国家间的贸易金融业务

没有国际商会银行委员会秘书处和各国际商会国家委员会的持续支持，就不可能开发出这些电子规则。在此感谢所有参与人员，并特别致谢大卫·比绍夫、奥利维尔·保罗和劳拉·斯卓伯。特别要感谢电子规则的起草小组成员，详细名单如下。我还要向联合主席盖瑞·考利尔表示感谢。没有他的付出，这些工作就不可能完成。最后，但却很重要的是，如果没有詹姆斯·拜恩和丹·泰勒最初开创性的工作，将根本不会有这本出版物的存在。

联合主席

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盖瑞·考利尔 考利尔咨询公司/贸易融资. 培训

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国际商会银行委员会高级技术顾问

贸易信用证咨询公司所有者

2019年5月

预先考虑事项

委托人或其代表向寄单行仅以电子记录或电子记录与纸质单据混合的交单方式，在 eURC 的范畴之外。

代收行或提示行向付款人仅以电子记录或电子记录与纸质单据混合的电子方式，在 eURC 的范畴之外。

URC 522 中的定义，如 eURC 未定义或修改，将继续适用。

第e1条

eURC 的适用

a 在寄单行与代收行或提示行之间就仅以电子记录或电子记录与纸质单据混合的交单方式存在预先安排的情况下，托收指示应仅表明其受《托收统一规则（URC 522）关于电子交单的附则》（“eURC”）的约束。

b 该预先安排应具体列明：

- i. 电子记录出具及提交的格式；并且
- ii. 交单给代收行或提示行的地点。

第e2条

eURC 的范围

- a** eURC 是对《托收统一规则》（1995 年修订本，国际商会第 522 号出版物）（“URC”）的补充，以适应电子记录的单独提交或与纸质单据联合提交的情形。
- b** 当托收指示表明受 eURC（“eURC 托收指示”）约束时，eURC 适用。
- c** 本文本版本号为 1.0。eURC 托收指示必须表明适用的 eURC 版本。如果没有列明，即受 eURC 托收指示出具日的有效版本约束，或如果因修改而使指示受 eURC 约束，则受在该修改日期有效的版本约束。

第e3条

eURC 与 URC 的关系

- a** eURC 托收指示也受 URC 约束，而无须将 URC 明确纳入托收指示。
-
- b** 当 eURC 适用时，如其与适用 URC 产生不同结果，应以 eURC 规定为准。
-
- c** 当托收指示表明适用 eURC，但交单仅含有纸质单据时，则仅适用 URC。

第e4条

定义

- a** URC 使用的下列词语, 为了将 URC 适用于 eURC 托收指示项下提交的电子记录的目的, 解释为:
- i. “**通知 (advices)**”包括来源于数据处理系统的电子记录;
 - ii. “**托收指示 (collection instruction)**”应包括来源于数据处理系统的指示;
 - iii. “**单据 (document)**”应包括电子记录;
 - iv. 电子记录的“**交单地点 (place for presentation)**”意指一个数据处理系统的电子地址;
 - v. “**签署 (sign)**”及类似用语应包括电子签名;
 - vi. “**添加的 (superimposed)**”意指在电子记录中其增补特征明显的
数据内容。

-
- b** 在 eURC 中使用的下列用语应具有以下含义:

- i. “**数据变损 (data corruption)**”意指因任何数据的失真或丢失而致使无法全部或部分读取已提交的电子记录;
- ii. “**数据处理系统 (data processing system)**”意指全部或部分用于处理和操作数据、发起指令、或响应数据信息或性能的计算机化或电子化或任何其他自动化的方法。

- iii. “**电子记录 (electronic record)**” 意指，以电子方式创建、生成、发送、传播、收到或储存的数据，包括（适当时）逻辑上相关或另外链接在一起以便成为电子记录一部分的所有信息，而无论这些信息是否同时生成，并且：
 - a. 其发送人的表面身份、其包含的数据的表面来源及其是否保持完整和未被更改，可以被证实；并且
 - b. 该电子记录能够被查看，以确保其代表了 eURC 托收指示上列明的电子记录的类型及/或描述；
- iv. “**电子签字 (electronic signature)**” 意指附加于或与一份电子记录有逻辑关联的数据处理，由签字人实施或采用，用以表明签字人身份及其对电子记录的证实；
- v. “**格式 (format)**” 意指表达电子记录的数据组织形式或电子记录提到的数据组织形式；
- vi. “**纸质单据 (paper document)**” 意指纸面形式的单据；
- vii. “**交单人 (presenter)**” 意指委托人或代表委托人交单的一方；
- viii. “**收到 (received)**” 意指电子记录以系统可接受的形式进入数据处理系统的时间。此系统生成的任何对收到的确认并不意味着该电子记录已在 eURC 托收指示下被证实及或查看；
- ix. “**再次提交 (re-present)**” 意指替代或更换已经提交的电子记录。

第e5条

电子记录和纸质单据与货物、服务或履约行为

银行不处理与电子记录或纸质单据可能涉及的货物、服务或履约行为。

第e6条

格式

- a** eURC 托收指示必须注明每份电子记录的格式。
- b**
 - i. 每份电子记录的格式必须根据第 e1 (b) 条的规定，与寄单行和代收行或提示行之间的预先安排一致。
 - ii. 收到的电子记录如不是预先约定的格式，可被视为未曾收到，并且代收行或提示行必须相应地将此通知给寄单行。

第e7条

交单

a 当 eURC 托收指示下仅提交电子记录时，在代收行或提示行收到 eURC 托收指示时，这些电子记录必须能够被代收行或提示行读取。

b 当寄单行在 eURC 托收指示下混合提交电子记录和纸质单据时，在代收行或提示行收到附带纸质单据的 eURC 托收指示时，所有 eURC 托收指示提及的电子记录必须能够被代收行或提示行读取。

c 不能被证实的电子记录将被视为未曾提交。

- d** i. 寄单行有责任确保 eURC 托收指示下提交的每份电子记录以及任何纸质单据交单注明其据以交单的 eURC 托收指示。对于电子记录，可通过在电子记录本身、或在其附加的或添加的元数据中、或在 eURC 托收指示中注明。
- ii. 任何未如此注明的电子记录或纸质单据可被视为未曾收到。

第e8条

不付款或不承兑通知

如果代收行或提示行收到 eURC 托收指示，并向发出托收指示的银行出具了不付款通知及/或不承兑通知，且在自发出付款及/或不承兑通知之日起 60 个日历日内未收到该银行关于电子记录处理的指示，代收行或提示行可以其认为合适的任何方式处理电子记录而不承担任何责任。

第e9条

到期日的确定

如果 eURC 托收指示项下的结算日期是装运日或发货日后若干天、或是电子记录中显示的任何其它日期后若干天到期，则 eURC 托收指示必须指明到期日。

第e10条

电子记录的放单

a eURC 托收指示必须指明付款人可读取电子记录的方式。

b 当电子记录与纸质单据混合提交、并且所提交的纸质单据含有需由付款人承兑的汇票时，该电子记录与纸质单据将凭汇票的承兑（D/A）放单，并且 eURC 托收指示必须指明付款人可读取电子记录的方式。

第e11条

电子记录数据损坏

a 如果银行收到的电子记录看似已经损坏，寄单行可通知交单人，或者代收行或提示行可通知寄单行，也可要求再次提交电子记录。

b 如果代收行或提示行要求再次提交电子记录，而交单人或寄单行未在 30 个日历日内再次提交电子记录，代收行或提示行可将该电子记录视为未曾提交，并可以其认为合适的任何方式处理电子记录而不承担任何责任。

第e12条

根据 eURC 提交电子记录时的额外免责

a 除通过使用数据处理系统接收、证实和识别电子记录即可发现者外，银行审核电子记录的表面真实性的行为并不使其对发送人身份、信息来源、完整性或未被更改性承担责任。

b 银行对除其自身之外的数据处理系统无法运行所产生的后果概不负责。

第e13条

不可抗力

对由于天灾、暴动、骚乱、叛乱、战争、恐怖主义行为、网络攻击、或任何罢工、停工或包括设备、软件或通讯网络故障等任何其他的原因导致的营业中断的后果，包括但不限于无法访问数据处理系统，或者设备、软件或通讯网络故障，银行概不负责。



eURC

Version 1.0



INTERNATIONAL
CHAMBER
OF COMMERCE

The world business organization

URC 522

ICC Uniform Rules for COLLECTIONS

Supplement for Electronic Presentation
(eURC) Version 1.0

INTRODUCTION

On 6th June 2017, the ICC Banking Commission provided a press release announcing the launch of a Working Group to anticipate and accompany the digitalisation of trade finance. One core activity was to evaluate existing ICC rules in order to assess e-compatibility and ensure they are 'e-compliant', i.e. enabling banks to accept data vs. documents. It was identified that this was required in order to accommodate evolving practices and technologies.

A Drafting Group was established, co-chaired by David Meynell and Gary Collyer, with the initial aim of reviewing the e-compatibility of existing ICC rules. As a result of this review, a mandate was received from the ICC Banking Commission Executive Committee to:

- Update the existing version 1.1 of eUCP in order to ensure continued digital compatibility.
- Draft eURC in order to ensure continued digital compatibility for presentation of electronic records under Collections.

The eRules have been intentionally developed with version numbers in order that they can be updated regularly without impacting upon other existing ICC rules, thereby reducing the time required to develop any potential identified revision.

The initial drafts of eUCP version 2.0 and eURC version 1.0 were sent to ICC National Committees (NC's) on 25th September 2017, with a deadline of 27th November 2017 for response. At the request of a number of ICC NC's, based upon a communications issue, it was decided to extend the deadline to 28th February 2018. Pursuant to feedback on the original drafts, work commenced on a 2nd draft, which was subsequently distributed to ICC NC's on 20th March 2018, with a deadline of 25th May 2018 for response. A 3rd draft of the rules was sent out on 20th July 2018, providing a deadline of 28th September 2018 for response. The 4th of the rules was disseminated on 6th November 2018, indicating a deadline of 4th January 2019 for feedback. At that stage, and following a thorough review of all comments received to date, it was considered to be an appropriate time to draft a final version of the rules.

These were consequently sent to ICC NC's on 31st January 2019, specifying that the deadline for voting would be 22nd March 2019. It is worth commenting that this timeframe was only 16 months after distribution of the original drafts and included an enforced 3-month extension, as mentioned above. During the course of the first four drafts, almost 2,000 comments were received from ICC NC's. For the purposes of transparency and clarity, every comment received an individual response. As a valuable reference source, the 'ICC Guide to the eUCP' (ICC Publication No. 639) and the work of the authors, Professor James E. Byrne and Dan Taylor, has been gratefully acknowledged.

For the first time in the history of the ICC Banking Commission, a new approach was introduced for the ICC rules voting process, via the Simply Voting platform. This initiative provided an online voting system to be used for the approval of the revised eUCP and new eURC rules.

Each NC was requested to choose one designated representative with the right to cast the vote on its behalf and the platform was opened for voting from 11th until 22nd March 2019. NC's were invited to vote on the revised eUCP and new eURC separately by choosing 'YES' or 'NO' to the following options:

- Does your National Committee approve the Uniform Customs and Practice for Documentary Credits (UCP 600) Supplement for Electronic Presentation (eUCP) Version 2.0?
- Does your National Committee approve the Uniform Rules for Collections (URC 522) Supplement for Electronic Presentation (eURC) Version 1.0?

Voting result:

- Votes received from 49 NC's, plus one further NC vote after the voting deadline had passed.
- The eUCP received 100% approval with two countries abstaining.
- The eURC received 97.5% approval (on a weighted basis) with one county voting 'no' and two countries abstaining.
- Based upon the above, both sets of rules will come into force from 1st July 2019.

It was recognised in the introduction to the initial ICC Guide to the eUCP (ICC Publication no. 639) that the likely end of the evolution to electronic presentations is automated compliance checking systems in the documentary credit field. This is all too apparent when looking at evolving technology and digital trade finance, with the advent of the Internet of Things, Distributed Ledger Technology, Smart Contracts, Artificial Intelligence, and Machine Learning.

The content of the eRules will be continually monitored in order to ensure applicability. The support of trade practitioners will be an essential element moving forward. These rules provide many benefits in advancing the documentary credit in a digital environment and ensuring the continued relevance of this valuable instrument in mitigating trade risk.

Existing ICC rules, such as UCP 600 & URC 522, whilst being invaluable in a paper world, provide limited protection when applied to electronic transactions. It is inevitable that traditional trade instruments will, over time, inexorably move towards a mixed ecosystem of paper and digital, and, ultimately, to electronic records alone.

In this respect, it is important the market recognise that the new rules provide many benefits in advancing traditional trade solutions in a digital environment:

- Safeguarding applicability and guaranteeing relevance in a constantly evolving digital trade world
- Extending the mitigation of risk from a paper environment to the electronic milieu
- Explicitly and unambiguously supporting the usage of electronic records
- Conformity and congruence as opposed to divergent local, national and regional practice
- Shared understanding of terminologies and objectives
- Confidence in a set of independent and trusted contractual rules
- Uniformity, consistency and standardisation in customs and practice
- Enabling and supporting trade finance between regions and countries regardless of underlying economic and judicial structures

Development of the eRules would have been impossible without the ongoing support of the ICC Banking Commission Secretariat and individual ICC National Committees. Thank you to all involved, with specific acknowledgement to David Bischof, Olivier Paul, and Laura Straube. Particular thanks are given to the eRules Drafting Group, details of which are provided below. I also extend my gratitude to my co-chair, Gary Collyer. Without his input, this work would not have proved possible. Last, but far from least, a reminder that this publication would not be in existence were it not for the groundbreaking initial efforts of Jim Byrne and Dan Taylor.

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PRELIMINARY CONSIDERATIONS

The mode of presentation to the remitting bank, by or on behalf of the principal, of electronic records alone or in combination with paper documents, is outside the scope of the eURC.

The mode of presentation to the drawee, by the collecting or presenting bank, of electronic records alone or in combination with paper documents, is outside the scope of the eURC.

Where not defined or modified in the eURC, definitions given in URC 522 will continue to apply.

Article e1

Application of the eURC

a A collection instruction should only indicate that it is subject to the Uniform Rules for Collections (URC 522) Supplement for Electronic Presentation (“eURC”) where a prior arrangement exists between the remitting bank and the collecting or presenting bank, for the presentation of electronic records alone or in combination with paper documents.

b Such prior arrangement should specify:

- i.** the format in which each electronic record will be issued and presented; and
- ii.** the place for presentation, to the collecting or presenting bank.

Article e2

Scope of the eURC

a The eURC supplements the Uniform Rules for Collections (1995 Revision, ICC Publication No. 522) (“URC”) in order to accommodate presentation of

electronic records alone or in combination with paper documents.

- b** The eURC shall apply where a collection instruction indicates that it is subject to the eURC (“eURC collection instruction”).
-

- c** This version is Version 1.0. An eURC collection instruction must indicate the applicable version of the eURC. If not indicated, it is subject to the version in effect on the date the eURC collection instruction is issued or, if made subject to the eURC by an amendment, the date of that amendment.

Article e3

Relationship of the eURC to the URC

- a** An eURC collection instruction is also subject to the URC without express incorporation of the URC.
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- b** Where the eURC applies, its provisions shall prevail to the extent that they would produce a result different from the application of the URC.
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- c** Where an eURC collection instruction is issued but the presentation consists of only paper documents, the URC alone shall apply.

Article e4

Definitions

- a** Where the following terms are used in the URC, for the purpose of applying the URC to an electronic record presented under an eURC collection instruction, the term:

- i.** “**advices**” includes electronic records originating from a data processing system;

- ii. “**collection instruction**” shall include an instruction originating from a data processing system;
 - iii. “**document**” shall include an electronic record;
 - iv. “**place for presentation**” of an electronic record means an electronic address of a data processing system;
 - v. “**sign**” and the like shall include an electronic signature;
 - vi. “**superimposed**” means data content whose supplementary character is apparent in an electronic record.
-

b The following terms used in the eURC shall have the following meaning:

- i. “**data corruption**” means any distortion or loss of data that renders the electronic record, as it was presented, unreadable in whole or in part;
- ii. “**data processing system**” means a computerised or an electronic or any other automated means used to process and manipulate data, initiate an action or respond to data messages or performances in whole or in part;
- iii. “**electronic record**” means data created, generated, sent, communicated, received or stored by electronic means including, where appropriate, all information logically associated with or otherwise linked together so as to become part of the record, whether generated contemporaneously or not, that is:
 - a. capable of being authenticated as to the apparent identity of a sender and the apparent source of the data contained in it, and as to whether it has remained complete and unaltered, and

- b. capable of being viewed to ensure that it represents the type and/or description of the electronic record listed on the eURC collection instruction;
- iii. **“electronic signature”** means a data process attached to or logically associated with an electronic record and executed or adopted by a person in order to identify that person and to indicate that person’s authentication of the electronic record;
- iv. **“format”** means the data organisation in which the electronic record is expressed or to which it refers;
- v. **“paper document”** means a document in a paper form;
- vi. **“presenter”** means the principal or a party that makes a presentation on behalf of the principal;
- vii. **“received”** means when an electronic record enters a data processing system, at the agreed place for presentation, in a format capable of being accepted by that system. Any acknowledgement of receipt generated by that system is not to be construed that the electronic record has been authenticated and/or viewed under the eURC collection instruction;
- viii. **“re-present”** means to substitute or replace an electronic record already presented.

Article e5

Electronic Records and Paper Documents v. Goods, Services or Performance

Banks do not deal with the goods, services or performance to which an electronic record or paper document may relate.

Article e6

Format

- a** An eURC collection instruction must indicate the format of each electronic record.
- b**
 - i.** The format of each electronic record must be as previously arranged between the remitting bank and the collecting or presenting bank, as required by sub-article e1 (b).
 - ii.** An electronic record received in a format that has not previously been agreed may be treated as not received, and the collecting or presenting bank must inform the remitting bank accordingly.

Article e7

Presentation

- a** When electronic records alone are presented under an eURC collection instruction, these must be accessible to a collecting or presenting bank at the time the collecting or presenting bank receives the eURC collection instruction.

-
- b** When electronic records, in combination with paper documents, are presented by the remitting bank under an eURC collection instruction, all the electronic records referred to in the eURC collection instruction must be accessible to the collecting or presenting bank at the time the collecting or presenting bank receives the eURC collection instruction enclosing the paper documents.

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- c** An electronic record that cannot be authenticated is deemed not to have been presented.

- d**
 - i.** The remitting bank is responsible for ensuring that each presentation of an electronic record, and any presentation of paper documents,

identifies the eURC collection instruction under which presentation is being made. For electronic records this may be by specific reference thereto in the electronic record itself, or in metadata attached or superimposed thereto, or by identification in the eURC collection instruction itself.

- ii. Any electronic record or paper document not so identified may be treated as not received.

Article e8

Advice of Non-Payment or Non-Acceptance

If a collecting or presenting bank receives an eURC collection instruction and issues an advice of non-payment and/or non-acceptance to the bank from which it received the collection instruction and does not receive instructions from such bank for the disposition of the electronic records within 60 calendar days from the date the advice of non-payment and/or non-acceptance is given, the collecting or presenting bank may dispose of the electronic records in any manner deemed appropriate without any responsibility.

Article e9

Determination of a Due Date

When settlement under an eURC collection instruction is due a number of days after the date of shipment or dispatch of the goods, or a number of days after any other date appearing in an electronic record, an eURC collection instruction must indicate the due date.

Article e10

Release of Electronic Records

- a** An eURC collection instruction must indicate the manner in which electronic records may be accessed by the drawee.

-
- b** When electronic records are presented in combination with paper documents, and one of those paper documents is a bill of exchange that is to be accepted by the drawee, the electronic records and paper documents are to be released against acceptance of the bill of exchange (D/A) and the eURC collection instruction must indicate the manner in which those electronic records may be accessed by the drawee.

Article e11

Data Corruption of an Electronic Record

- a** If an electronic record that has been received by a bank appears to have been corrupted, the remitting bank may inform the presenter, or the collecting or presenting bank may inform the remitting bank, and may request it to re-present the electronic record.

- b** If a collecting or presenting bank makes such a request and the presenter or remitting bank does not re-present the electronic record within 30 calendar days, the collecting or presenting bank may treat the electronic record as not presented and may dispose of the electronic records in any manner deemed appropriate without any responsibility.

Article e12

Additional Disclaimer of Liability for Presentation of Electronic Records under eURC

- a** By satisfying itself as to the apparent authenticity of an electronic record, a bank assumes no liability for the identity of the sender, source of the information, or its complete and unaltered character other than that which is apparent in the electronic record received by the use of a data processing system for the receipt, authentication, and identification of electronic records.

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- b** A bank assumes no liability or responsibility for the consequences arising out of the unavailability of a data processing system other than its own.

Article e13

Force Majeure

A bank assumes no liability or responsibility for the consequences arising out of the interruption of its business, including but not limited to its inability to access a data processing system, or a failure of equipment, software or communications network, caused by Acts of God, riots, civil commotions, insurrections, wars, acts of terrorism, cyberattacks, or by any strikes or lockouts or any other causes, including failure of equipment, software or communications networks, beyond its control.

ICC ARBITRATION

Contracting parties that wish to have the possibility of resorting to ICC Arbitration in the event of a dispute with their contracting partner should specifically and clearly agree upon ICC Arbitration in their contract or, in the event no single contractual document exists, in the exchange of correspondence which constitutes the agreement between them. The following standard arbitration clause is recommended by the ICC:

“All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.”