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| **Central Bank of the Russian Federation (Bank of Russia)****APPROVED BY****dated 20 december 2018** | **APPROVED BY****NSD’s Supervisory Board****Minutes No. 12/2018 dated 31 october 2018** |
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**ELECTRONIC COMMUNICATION RULES OF NSD**

**Table of Contents**

[1. Terms and definitions 3](#_Toc525545325)

[2. General provisions 7](#_Toc525545326)

[3. EDI in the course of depository/clearing/repository operations 11](#_Toc525545327)

[3.1. General Provisions 11](#_Toc525545328)

[3.2. Creation of EDs in the NSD EDI System using E-mail and/or Web Service 11](#_Toc525545329)

[3.3. Creation of ED Packages in the NSD EDI System using E-mail and/or WEB Service 12](#_Toc525545330)

[3.4. Use of an Electronic Signature in the NSD EDI System 13](#_Toc525545331)

[3.5. Delivery, receipt, and processing of EDs in the NSD EDI System 14](#_Toc525545332)

[3.6. Options for EDI between NSD and an EDI Participant in the NSD EDI System in the course of depository/clearing/repository operations 15](#_Toc525545333)

[4. EDI in the course of Bank Account Services 15](#_Toc525545334)

[4.1. General Provisions 15](#_Toc525545335)

[4.2. Interchange of EDs via the NSD EDI System 16](#_Toc525545336)

[5. INTERCHANGE OF EDS VIA THE NSD EDI SYSTEM 19](#_Toc525545337)

[6. EDI via the SWIFT System 19](#_Toc525545338)

[7. EM Formats used by NSD 19](#_Toc525545339)

[8. Registration and recording of EM and retention periods 20](#_Toc525545340)

[9. Resolution of Conflict Situations and disputes arising in the course of EDI 21](#_Toc525545341)

[10. Prevention of, and response to, electronic communication tool failures 21](#_Toc525545342)

# 1. Terms and definitions

1.1. The following terms used in these Rules shall have the following meanings:

***Interface*** means NSD Client’s automated software workstation.

***Bank-Client Interface*** or ***NSD Client’s automated software workstation (Interface) Bank-Client*** means a software environment being part of the NSD EDI System Local Interface and intended to ensure communication between an EDI Participant and NSD via the NSD EDI System, through the use of dedicated lines of the EDI System Provider’s network. A Bank-Client Interface is part of the NSD Bank-Client System and allows the EDI Participant to use cash funds in the EDI Participant’s bank account held with NSD.

***Bank-Client Internet Interface*** or ***NSD Client’s automated software workstation (Interface) Internet Bank-Client*** means a software environment being part of the NSD EDI System Local Interface and intended to ensure communication between an EDI Participant and NSD via the NSD EDI System, through the use of the public Internet. The Bank-Client Internet Interface is part of the NSD Bank-Client Internet System and allows the EDI Participant to use cash funds in the EDI Participant’s bank account held with NSD.

***Bank-Client Intranet Interface*** or ***NDS Client’s automated software workstation (Interface) Intranet Bank-Client*** means a software environment being part of the NSD EDI System Local Interface and intended to ensure communication between the EDI Participant and NSD via the NSD EDI System, through the use of dedicated lines of the EDI System Provider’s corporate Intranet network. The Bank-Client Intranet Interface is part of the NSD Bank-Client Intranet System and allows the EDI Participant to use cash funds in the EDI Participant’s bank account held with NSD.

***ED Authorship*** means attribution of the origination of a documentto the Sender. Authorship shall be established through verification of the Electronic signature with the help of Cryptographic Tools.

***Security Administrator*** means an employee responsible for ensuring the secure application of Cryptographic Tools being used in the NSD EDI System.

***ACA*** means an alternative certification authority acting as a certification authority for the NSD EDI System under an agreement with NSD.

***NSD’s Details Form*** means a document setting forth parameters of electronic communication. The template of NSD’s Details Form is set out in NSD EDI Rules.

***A reference to an ESVKC in the NSD System being “activated”*** means the process of entering a Certificate’s details and details of the Certificate Owner’s authority in the NSD EDI System. An ESVKC shall become valid in the NSD EDI System on the date when the relevant ESVKC is activated in the NSD EDI System.

***ESVKC Owner or Electronic Signature Verification Key Certificate Owner*** means a person to whom the ESVKC is issued either by the EDI System Provider or by an ACA.

***Participant’s Code*** means a code assigned by NSD to a client upon the client’s registration with NSD.

***EDI Agreement*** means an Electronic Data Interchange agreement entered into between an EDI Participant and NSD.

***Power of Attorney*** means a power of attorney issued for signing ED in NSD EDI System. The Power of Attorney’s form is set out in Appendix 2 to the NSD EDI Rules.

***Encryption*** means the process of converting open data into encrypted data.

***EDI Application*** or ***Application for providing EDI services*** means an EDI Participant’s document either in paper form or electronic format to be sent to NSD containing a number of procedures required by the EDI Participant for electronic communication purposes. The said number of procedures as well as the EDI Application form are specified in Appendix 2 of this Rules.

***Information Message*** means a document in electronic format to be sent to an EDI Participant, containing an information concerning events, procedures, actions as well as an NSD’s information concerning executed Client’s instructions.

***Channel or Communication Channel*** means a component of the telecommunication system used by NSD and the EDI Participant for interchanging EDs. Communication Channels may include NSD EDI System Channels, SWIFT (including various SWIFT services), and Channels made available by any other information system providers. Specific procedures for the use of any Channels may be provided for by the NSD EDI Rules,

***Qualified ESVKC or Qualified Certificate*** means an ESVKC issued by an accredited certification authority, or by an accredited certification authority’s agent, or by the federal executive authority responsible for monitoring the use of Electronic Signatures.

***Electronic Signature Verification Key*** means a unique sequence of characters unambiguously related to the Electronic Signature Key and intended to verify the authenticity of the Electronic Signature.

***Electronic Signature Key*** means a unique sequence of characters known to the ESVKC Owner and intended to create an Electronic Signature with the help of Cryptographic Tools.

***Key Carrier –*** a physical storage media intended for Cryptographic Keys storing.

***Collective Executive Body of EDI System Provider*** – the Executive Board of EDI System Provider

***Confidentiality*** means the quality of an document that requires restricting access to such document.

***Valid ED*** means an ED that has been decrypted and extracted/decompressed (if necessary), and with respect to which verification of the Electronic Signature, file name (if necessary), Format, and Specifications has been completed, and their authenticity and conformance to these Rules has been established.

***Cryptographic Key Compromise*** means identification by a person owning an Electronic Signature Key of circumstances in which the unauthorized use of such Кey may happen.

***Conflict Situation*** means a situation in which the Parties need to resolve an issue related to Authorship and/or ED Integrity with respect to an ED created with Cryptographic Tools.

***Cryptographic Protection*** means a data protection with the help of cryptographic transformation.

***Cryptographic Key*** means a common name for an Electronic Signature Key and an Electronic Signature Verification Key.

***SLI EDI NSD*** or ***NSD EDI System Local Interface*** means a software environment intended to support interchange of EDs in the course of communication between NSD and the EDI Participant using NSD EDI System Channels. Provided that Cryptographic Tools are available, an NSD EDI System Local Interface shall be used to generate and verify an Electronic Signature and encrypt and decrypt Eds and/or EMs.

***Invalid ED*** means an ED that has failed to be decrypted and/or extracted/decompressed (if necessary), and/or with respect to which verification of the Electronic Signature, and/or of the file name (if necessary), and/or of the Format, and/or of the Specifications has failed.

***NSD*** means National Settlement Depository (NSD).

***Data Processing*** means the process of generating, storing, transmitting, receiving, transforming, and displaying any data.

***EDI System Provider*** means Moscow Exchange MICEX-RTS Public Joint-Stock Company (Moscow Exchange PJSC or Moscow Exchange).

***EDI Sub-system Provider*** means NSD that entered into the Electronic Data Interchange agreement for electronic data interchange in the EDI Sub-system with the EDI System Provider.

***List*** means a list of EDs either transferred or received via the NSD EDI System using E-mail and/or WEB Channel.

***ED Sender*** means an individual or a legal entity who directly sends an ED, or on whose behalf an ED is sent.

***NSD’s Official Web-site*** means NSD’s web-site www.nsd.ru

***ED Package*** means a file generated in accordance with these Rules and containing the contents of an ED File(s).

***Transit ED Package*** means a file generated in accordance with these Rules and containing the contents of a Transit ED file(s), and sent by the EDI Participant to another EDI Participant through the use of a NSD EDI System Local Interface.

***Archive ED Package*** means a file generated in accordance with these Rules and containing the contents of an ED File(s) stored in an NSD’s electronic archive,

***EDI Sub-system*** means the part of EDI System being the combination of software, information and technical environment of the EDI Sub-system Provider and the EDI Participants.

***ED Recipient*** means a natural person or a legal entity to whom an ED is sent by, or on behalf of, the ED Sender.

***SWIFT Rules*** means a range of organizational, technical, and other requirements established by SWIFT for its users.

***EDI System Provider’s EDI Rules*** or ***EDI System Provider’s Electronic Data Interchange Rules*** means the Electronic Data Interchange Rules approved by the collective executive body of the EDI System Provider.

The EDI Participant and NSD shall participate in the EDI System of EDI System Provider by virtue of an EDI System participation agreement concluded between EDI System Provider and each mentioned participants.

***NSD EDI Rules*** or ***NSD Electronic Data Interchange Rules*** means the NSD rules in relation to EDI and set out in Appendix 1 of a standard EDI Agreement as approved by NSD.

***NSD Electronic Communication Rules*** means these rules approved by NSD which set out the terms and conditions of, and the procedure for, electronic communication between NSD and EDI Participants.

These Rules were approved by the NSD Customer Committee (Central Securities Depository Customer Committee) and by NSD’s Supervisory Board, following which they were approved by the Bank of Russia. These Rules constitute Appendix 1 to the NSD EDI Rules.

***Rules*** mean the NSD EDI Rules and the NSD Electronic Communication Rules when hereinafter collectively referred to.

***Electronic Signature Verification*** means a validation procedure related to the Electronic Signature Key and aimed to the Electronic Signature authenticity verification.

***BAS*** or ***Bank Account Services*** means services provided by NSD to its clients under bank account agreements in accordance with the banking license issued to NSD by the Bank of Russia.

***Decryption*** means the process of converting encrypted data back into an open data.

***ACA Rules*** means an ACA document setting out a list of services provided by the ACA, the terms and conditions of, and the procedure for, providing such services, the procedure for use of such services, financial terms and conditions, and the rights and obligations of parties to the relevant agreements. ACA Rules shall constitute an accession agreement in accordance with the Russian Civil Code.

***NSD EDI System Local Interface User Manual*** means a document and/or several documents to be applied collectively and/or separately, describing the procedure for operating the NSD EDI System using the NSD EDI System Local Interface.

***ESVKC*** or ***Electronic Signature Verification Key Certificate*** or ***Key Certificate*** or ***Certificate*** means an ED issued by a certification authority or by an agent of a certification authority of the EDI System Provider or ACA, and certifying that the Electronic Signature Verification Key belongs to the ESVKC Owner. This definition includes ESVKCs issued either by accredited certification authorities or by non-accredited certification authorities, and created either with the use of certified Cryptographic Tools or non-certified Cryptographic Tools.

***EDI System*** means a hardware and software system intended to support Electronic Data Interchange between the EDI System Provider, NSD, and EDI Participants.

***NSD EDI System*** means a hardware and software system being part of the EDI System and intended to support Electronic Data Interchange between NSD and EDI Participants.

The NSD EDI System may use various Communication Channels, including, without limitation, E-mail, Web Channels, and the Bank-Client System.

***NSD Bank-Client System*** means a hardware and software environment being part of the NSD EDI System, installed at NSD and at the EDI Participant, and allowing NSD to automate the provision of Bank Account Services to the EDI Participant, and the EDI Participant to use money in its bank accounts held with NSD via dedicated lines of the EDI System Provider’s network.

***NSD Bank-Client Internet System*** means a hardware and software environment being part of the NSD EDI System, installed at NSD and at the EDI Participant, and allowing NSD to automate the provision of Bank Account Services to the EDI Participant, and the EDI Participant to use money in its bank accounts held with NSD via the public Internet.

***NSD Bank-Client Intranet System*** means a hardware and software environment being part of the NSD EDI System, installed at NSD and at the EDI Participant, and allowing NSD to automate the provision of Bank Account Services to the EDI Participant, and the EDI Participant to use money in its bank accounts held with NSD via dedicated lines of the EDI System Provider’s network.

***SWIFT System*** means a hardware and software environment of the Society for Worldwide Interbank Financial Telecommunication, s.c.r.l.

The SWIFT System is not a component of the NSD EDI System and shall be used by the Parties for interchanging EDs in accordance with the SWIFT Rules and these Rules.

Each Party shall be individually responsible for gaining access to the SWIFT System, registering with a SWIFT closed user group (if required), subscribing for a particular SWIFT service (if required), and maintaining its client part in working order, subject to the terms and conditions set out in an agreement entered into with SWIFT and SWIFT service providers of each Party.

***Bank-Client Systems*** means, collectively, the NSD Bank-Client System, the NSD Bank-Client Internet System, and the NSD Bank-Client Intranet System.

***Electronic Message Specifications*** or ***Specifications*** means data content and structure of an Electronic Message.

***Internal ED*** means an ED generated by the NSD EDI System to support EDI. List, formats (specifications) and the procedure of issuing of internal EDs and their categories are determined in these Rules.

***Cryptographic Tools*** means software and hardware tools intended to support the use of an Electronic Signature and encryption in the course of Electronic Data Interchange. Cryptographic Tools may be applied either as standalone software modules, or as tools embedded into software applications.

The NSD EDI System may use both Cryptographic Tools issued by the EDI System Provider, and Cryptographic Tools received by the EDI Participant in accordance with the ACA Rules.

In the NSD EDI System, it shall be allowed using certified Cryptographic Tools that allow to create and use an encrypted enhanced qualified electronic signature, or non-certified Cryptographic Tools that allow to create and use an encrypted enhanced non-qualified electronic signature, the ESVKC owners of which are legal entities, with the full name of an EDI Participant’s authorized representative being specified, unless otherwise required by the Rules.

Where certified Cryptographic Tools are used, the Key Carriers shall meet the requirements of the Russian Federal Security Service for the relevant encryption services provider, as well as the recommendations for compatibility with hardware.

***Electronic Signature Tools*** mean encrypted tools being used to fulfill either Electronic Signature Creation or Electronic Signature Verification or Electronic Signature Key Creation or Electronic Signature Key Verification Creation.

***Technical Commission*** means the Commission which is formed according to the EDI System Provider’s EDI Rules in order to resolve a Conflict Situation.

***“Transit ED”*** means an ED sent by an EDI Participant to another EDI Participant via the NSD EDI System using E-mail and/or the Web Service via the NSD EDI System as part of a Transit ED Package created in accordance with the EDI Rules.

A list of Transit EDs and their templates and formats shall be determined by EDI Participants, including by reference to the templates and formats provided for by the EDI Rules.

Transit EDs (other than Transit EDs with Identification Code) shall be referred to as untyped Transit EDs.

***Transit ED with Identification Code*** means a Transit ED generated according to Appendix 4 to the NSD EDI Rules and containing the relevant ID. A Transit ED with Identification Code shall also apply as a typed Transit ED.

***EDI Participant*** means a party that entered into an EDI Agreement with NSD.

In accordance with the relevant EDI Agreement, the EDI Participant and NSD shall also be collectively referred to in these Rules as the “**Parties**” and individually as a “**Party**”.

***Notice of Acceptance*** or ***Non-Acceptance of an ED for execution*** means a document in electronic format containing the information about Acceptance or Non-Acceptance of an ED for execution by the recipient party.

***Authorized Representative*** means an EDI Participant’s representative whose authority is confirmed in accordance with the Laws of the Russian Federation and these Rules.

***ED File*** means a file generated in accordance with these Rules with an Electronic Signature or another equivalent of a handwritten signature.

***Electronic Message Format*** or ***Format*** means a format of Electronic Message being used by NSD.

***Functional Agreement*** means an agreement between the Parties under which EDI shall be performed in accordance with an EDI Agreement.

***Functional ED*** means an ED generated, received, transferred, processed, and stored by the Parties in the course of performance of their respective obligations under a Functional Agreement.

***ED Integrity*** means the quality of a document implying that the document exists in an uncorrupted form.

***ED*** or ***Electronic Document*** means an Electronic Message that meets a predefined format and specifications, is signed with an Electronic Signature or another equivalent of a handwritten signature, and can be converted into a form that allows one to clearly understand its contents.

***EDI*** or ***Electronic Data Interchange*** means the process of interchanging EDs in accordance with these Rules.

***EM*** or ***Electronic Message*** means a holistic set of structured data that is meaningful to participants of communications and encoded in such a manner that allows such data to be processed by a computer, transmitted via communication channels, and stored on a machine-readable medium.

***Electronic Signature*** means information in electronic formatat that is attached to, or otherwise associated with, any other information in electronic formatat (i.e., information that is being so signed), and that is used to identify the person signing such other information.

In the NSD EDI System, there are used either enhanced qualified electronic signature or enhanced non-qualified electronic signature, as these terms are defined in the Laws of the Russian Federation.

***E-mail*** or ***Web-Based E-mail*** means an e-mail system that uses the public Internet to transmit, accept, and store on a temporary basis Eds and/or messages of the Parties. In the EDI System, other types of E-mail can be used.

Each Party shall be individually responsible for its own access to Web-Based E-mail and maintaining it in working order, subject to the terms and conditions set forth in the Party’s agreements with its Internet service providers.

***Electronic LogLog*** means the log intended to record details of incoming/outcoming EDs and/or EMs.

*BIC* means a code assigned by SWIFT in accordance with ISO 9362:2014.

*ID* means the code which assigned to a Client by NSD upon Client’s registration with NSD for BAS purposes.

*Web Channels* means, collectively, Communication Channels based on the WEB communication protocols, which are used for EDI between NSD and EDI Participants. URL addresses required to access Web Channels are available in NSD’s Details Form for EDI posted on NSD’s Official Web Site. The requirements as to how to connect to and use Web Channels are described in Appendix 5 to the NSD EDI Rules.

*Web Service* means a Web Channel designed for electronic communication, based on the specific protocol, between NSD and EDI Participants, on the basis of NSD’s server. The requirements as to how to connect to and use Web Service are described in these Rules and Appendix 5 to the NSD EDI Rules.

1.2. Any other terms used in these Rules shall be construed in accordance with the Laws of the Russian Federation, the EDI System Provider’s EDI Rules, and Functional Agreements between the Parties.

1.3. The terms in the singular for the purposes of interpretation are similar to those used in the plural, the terms marked the noun form of the verb used is equivalent to verbs, from which they are formed, a terms in the noun form equally apply to the adjective derived from these nouns.

# 2. General provisions

2.1. These Rules set out the terms and conditions of, and the procedure for, electronic communication between the Parties in connection with NSD’s services provided in the course of various operations.

Where NSD uses third-party services, the terms and conditions of, and the procedure for, electronic communication between NSD and such third parties may also be governed by the relevant electronic communication rules of such third parties.

2.2. NSD shall maintain electronic communication with clients, clearing participants, clearing houses, stock exchange operators, securities account and sub-account operators, dealers, collateral holders, registrars, issuers, correspondent depositories, paying agents, credit and non-credit organizations holding bank accounts, trade repository’s clients, NSD’s regional agents, and other parties (“EDI Participants”).

NSD shall maintain electronic communication with EDI Participants by using various methods that differ from each other by:

* operations supported by a particular electronic communication method;
* access to EDI with NSD;
* Communication Channels;
* electronic communication tools;
* Electronic Message Formats and Specifications.

2.3. To ensure Authorship, ED Integrity, and ED Confidentiality in the course of communication via the NSD EDI System, the Parties shall use Cryptographic Tools and Cryptographic Keys received either from an organization authorized by the EDI System Provider to provide services to the EDI Participant related to distribution and maintenance of encryption technologies and Cryptographic Key management under the relevant services agreement, in the manner set forth by the EDI System Provider’s EDI Rules, and/or Cryptographic Tools and Cryptographic Keys received by the EDI Participant from an ACA in accordance with the ACA Rules. ESVKC shall be issued by the EDI System Provider or the ACA, respectively.

When using Cryptographic Tools, the EDI Participant shall be required to strictly comply with the rules of handling Cryptographic Keys, as set forth by the EDI System Provider’s EDI Rules and NSD EDI Rules. The EDI Participant shall be liable for any and all consequences of unauthorized access to identification details in the event of failure to comply with the relevant requirements.

When interchanging EDs via the SWIFT System, the Parties shall use Cryptographic Tools and valid keys assigned in the SWIFT System to the EDI Participant and NSD. The procedure for use of Cryptographic Tools in the SWIFT System shall be determined by the SWIFT Rules.

When interchanging EDs via any Channels made available by any other information system providers, the Parties shall use Cryptographic Tools and valid keys assigned in those information systems to the EDI Participant and NSD. The procedure for use of Cryptographic Tools in those systems shall be determined, *inter alia*, by their providers.

2.4. In connection with the receipt, generation, certification, or scheduled replacement of Cryptographic Keys being used in the NSD EDI System, or in the event of a Cryptographic Key Compromise, the Parties shall follow the EDI System Provider’s EDI Rules or the ACA Rules (if the relevant Cryptographic Keys are received from an ACA).

2.5. To start EDI via the NSD EDI System, the EDI Participant shall:

2.5.1. Enter into:

* an EDI System Participation Agreement with the EDI System Provider;
* an EDI Agreement with NSD;
* and a software license/sublicense agreement with NSD (if necessary).

2.5.2. In order to enable the EDI System Provider to issue an ESVKC, submit to the EDI System Provider a set of documents prepared in accordance with the EDI System Provider’s EDI Rules.

In order to enable an ACA to issue an ESVKC, submit to the ACA a set of documents prepared in accordance with the ACA Rules.

An ESVKC shall specify the scope of application, if required by the Rules.

2.5.3. In accordance with the EDI System Provider’s EDI Rules or the relevant ACA Rules, receive Electronic Signature Keys (unless these have been received earlier) and the relevant ESVKCs.

2.5.4. Where necessary, submit to NSD an EDI Application signed by the EDI Participant.

2.5.5. Install, in accordance with the relevant operations manual, the Cryptographic Tools received in accordance with the EDI System Provider’s EDI Rules or the relevant ACA Rules.

2.5.6. Install the software designed for receipt/transmission and processing of Electronic Messages (Electronic Documents) transmitted via the Communication Channels being used.

2.5.7. Receive from NSD (or download from NSD’s Official Web-site) a NSD Details Form.

2.5.8. Where necessary and upon agreement with NSD, test the process of interchanging EDs via E-mail.

2.5.9. Submit to NSD a Power of Attorney for an Authorized Representative who is the ESVKC Owner, or a notice of the receipt of a Certificate by a representative acting on behalf of the EDI Participant by virtue of law and/or under the Participant’s constitutional documents.

A Power of Attorney shall describe the authority of the ESVKC Owner to sign EDs in the NSD EDI System.

The EDI Participant shall not be required to submit a Power of Attorney if NSD has on file a non-expired Power of Attorney earlier submitted by the EDI Participant for the same Authorized Representative (and for the same Participant’s Code or ID).

The EDI Participant shall give notice in writing (in the form of Appendix 2 to the NSD EDI Rules) to NSD about receipt of an ESVKC owned, along with a legal entity, by an Authorized Representative acting on behalf of the EDI Participant by virtue of law and/or under the EDI Participant’s constitutional documents.

For the purposes of EDI in connection with Bank Account Services, the EDI Participant shall submit to NSD documents certifying the authority of individuals to sign (with an Electronic Signature or another equivalent of a handwritten signature) documents required to manage money on the EDI Participant’s bank account.

The EDI Participant shall also submit to NSD a notarized copy of identification documents of any individual signing EDs on behalf of the EDI Participant.

The EDI Participant shall give notice to NSD in the event of any change in the authority of the EDI Participant or of any of the EDI Participant’s representatives, and, should such authority be terminated, revoke the relevant ESVKC or certificates applicable to any other equivalents of a handwritten signature.

In the event of any change in the authority of an ESVKC Owner acting under a Power of Attorney, the EDI Participant shall submit to NSD a new Power of Attorney. In this case, NSD shall, no later than the business day following the date of receipt of the new Power of Attorney from the EDI Participant, activate the relevant Certificate in the NSD EDI System subject to the authority provided by the Power of Attorney, and notify the EDI Participant of the date and time when the relevant ESVKC has been activated, by sending the relevant message to the EDI Participant via the NSD EDI System.

NSD may suspend data interchange with the EDI Participant via the Communication Channels where the EDI Participant has gone under temporary administration by the order of the Bank of Russia, resulting in the suspension of the authority of the EDI Participant’s executive bodies, or where NSD becomes otherwise aware of any restrictions or suspension imposed in accordance with the applicable procedure on the authority of the EDI Participant’s executive bodies. Data interchange shall be suspended on the date when NSD becomes aware any such circumstances.

2.6. In accordance with their agreements, the Parties may, for the purpose of communication between them, use EDs and/or EMs generated in accordance with the Specifications set out in Appendix 3 to the NSD EDI Rules.

The list of Functional EDs to be used by the Parties in the course of their communication, as well as Formats and Specifications of any other EDs not referred to in these Rules, timings, the order of delivery of such documents, guidelines for filling in such documents, and specific terms and conditions applicable to the interchange of the relevant EDs shall be agreed upon by the Parties in the relevant Functional Agreements.

2.7. An ESVKC for a valid Electronic Signature Verification Key shall be activated in the NSD EDI System no later than the business day following the later of:

* the date when the ESVKC is published by the EDI System Provider or the relevant ACA in the network logbook (register) of ESVKCs; and
* the date when the EDI Participant submits to NSD the relevant Power of Attorney issued to the Certificate owner or gives notice that a Certificate has been received, the owners of which are the relevant legal entity and an Authorized Representative acting on behalf of the EDI Participant by virtue of law and/or under the EDI Participant’s constitutional documents.

An ESVKC shall be deemed invalid in the NSD EDI System in the following cases:

* starting from the date when a list of revoked Certificates is drawn up by the EDI System Provider or by the relevant ACA;
* starting from the date next to the expiry date of the relevant Power of Attorney;
* starting from the date when NSD receives an EDI Participant’s written notice that the relevant Power of Attorney has been revoked or that the authority of the EDI Participant’s Authorized Representative acting on behalf of the EDI Participant by virtue of law and/or under the EDI Participant’s constitutional documents has been terminated;
* as soon as NSD receives and processes information that the banking license of the EDI Participant being a credit organization has been revoked;
* as soon as NSD receives and processes information that insolvency (bankruptcy) proceedings have been duly launched against the EDI Participant, resulting in its executive bodies' authority being terminated; or
* in any other cases stipulated by the Rules and the laws of the Russian Federation.

The date and time when the relevant ESVKC has been deactivated in the NSD EDI System shall be specified in a message sent by NSD to the EDI Participant via the NSD EDI System.

2.8. EDs being used by the Parties in the course of their communication and signed by an EDI Participant’s or NSD’s Electronic Signature or by another equivalent of a handwritten signature shall have the same legal force and effect as would be had by hard copy documents signed by the Parties’ Authorized Representatives and bearing the Parties’ seals (whether or not such hard copy documents exist).

2.9. An ED in the NSD EDI System shall be signed with an Electronic Signature, the valid ESVKC of which specifies, if necessary, scopes of application, as provided for by the Rules.

The Rules may prescribe a specific procedure for the use of Certificates for the purpose of signing Eds.

An EDI Participant’s Authorized Representative acting by virtue of law and/or under the EDI Participant’s constitutional documents shall be authorized to sign any and all EDs originating from the EDI Participant in the NSD EDI System (including any and all Transit EDs) in the course of performance of any agreement between the EDI Participant and NSD.

2.10. The Parties acknowledge that the Cryptographic Tools being used by them for the purpose of generating an Electronic Signature and the data encryption process are sufficient to ensure Confidentiality and the fact that the ED:

* originates from the Party to the EDI Agreement (ED Authorship is verified); and
* has not been changed in the course of electronic communication between the Parties (ED Integrity is verified).

The Parties acknowledge that an EDI Participant’s representative who signed an ED using a valid Electronic Signature Key or any other equivalent of a handwritten signature shall be deemed to be such EDI Participant’s Authorized Representative authorized to act on behalf of the EDI Participant by virtue of law (or under the EDI Participant’s constitutional documents) or under a Power of Attorney. The EDI Participant shall be responsible for ensuring that its representatives act strictly in accordance with their authority, and until the relevant ESVKC or such other equivalent of a handwritten signature is revoked, any EDs signed with a valid Certificate or with such other equivalent of the representative’s handwritten signature shall be deemed to be Valid EDs (provided that the other requirements of an ED validity are met).

2.11. An ED sent via the NSD EDI System shall become effective depending on the ED category (A, B, C, or D). The ED classification rules are set forth by the EDI System Provider’s EDI Rules.

An ED category shall be determined by these Rules and agreements between the Parties.

2.12. These Rules shall not apply to electronic data interchange performed using a simple electronic signature, as defined in accordance with the effective laws of the Russian Federation.

2.13. For the purpose of electronic communication, EDI Participants and NSD may use the NSD EDI System, SWIFT and/or any Channels made available by any other information system providers.

Where the use of a Channel is interrupted due to any technical reason, any other Channel for which i the EDI Participant is signed up may be used to interchange EDs until the issue is resolved.

2.14. Where the use of a Channel is interrupted due to any technical reason and/or due to the absence of a Format or Specifications for delivery via such Channel, NSD may send EDs to the EDI Participant via any other Channel for which the EDI Participant is signed up. In the event of any changes in the Channels being used (such as changes in the status of a Channel, designation of new Channels, changes in an E-mail address or in a SWIFT BIC address), the EDI Participant shall deliver to NSD an EDI Application. NSD shall notify the EDI Participant of the effective date of the EDI Participant’s EDI Application by sending the relevant Information Message to the EDI Participant via the NSD EDI System.

NSD’s Details Form shall be posted on NSD’s Official Web Site. To provide information regardings its new Details Form, NSD may send the relevant Information Message to the EDI Participant via the NSD EDI System.

**3.** **EDI in the course of depository/clearing/repository operations**

## 3.1. General Provisions

3.1.1. For the purpose of interchanging EDs with NSD in the course of depository/clearing/repository operations, the EDI Participant may use the NSD EDI System, SWIFT and/or any Channels made available by any other information system providers.

3.1.2. The EDI Participant who fulfilled the obligations set out in paragraph 2.5 above may, upon agreement with NSD, send EDs to NSD via E-mail in a test mode. For this purpose, the word “Test” (case-insensitive) shall be put in the ‘Subject’ field in the message. Upon receipt of a test ED Package, NSD shall send to the EDI Participant the relevant notifications in the form of a test Internal ED.

3.1.3. Any ED marked as “Test” in the ‘Subject’ field of the message shall be treated by the Parties as a test document and will not be accepted for execution.

## 3.2. Creation of EDs in the NSD EDI System using E-mail and/or Web Service[[1]](#footnote-1)

3.2.1. To create an ED, the Parties may use software of the NSD EDI System Local Interface or/and any other software.

3.2.2. An ED File shall be assigned a name in accordance with the following general rules:

* a File name may only include Latin letters (case-insensitive), figures, and the hash sign (#);
* the length of a File name (excluding the file extension) shall not exceed 8 characters (if the first character is not #) or 25 characters (if the first character is #); and
* the File name containing 8 characters shall meet the requirements set out in Table 1 below, and the file name containing up to 25 characters shall meet the requirements set out in Table 1.1 below.

 Table 1

| **1st Character**  | **2nd to 4th Characters** | **5th to 8th Characters** |
| --- | --- | --- |
| ED type | DDM(date, month: 1-9, A, B,C) | Unique number of the ED File for the relevant day |

Table 1.1

|  |  |  |  |
| --- | --- | --- | --- |
| **1st Character**  | **2nd to 6th Characters** | **7th to 12th Characters** | **13th to 25th Characters** |
| # | ED type | DDMMYY (ED creation date) | Unique number of the ED File for the relevant day |

ED file name example: #FOXML290316123456.xml

3.2.3. The types, categories, and Formats of Functional EDs to be used pursuant to a Functional Agreement, and the terms and conditions of interchanging them shall be set out in the relevant Functional Agreement.

3.2.4. Where in accordance with a Functional Agreement an ED may be used instead of a similar document in hard copy, but the Functional Agreement fails to provide for ED types and/or categories, such Functional EDs in the NSD EDI System shall be assigned the ‘E’ type and the ‘B’ category. Any document of the ‘E’ type shall be created by the Parties in the text format (HTML) in the form agreed upon by the Parties in their Functional Agreement, or by scanning the relevant hard copy document and saving the scanned image in the JPG format.

An EDI Application (other than an application for any particular EDI procedure for which NSD charges a fee) in the form required by these Rules may be prepared by the EDI Participant and sent to NSD in accordance with the procedure applicable to Transit EDs, by sending EM in the text format (HTML) in the form prescribed by Appendix 2 to the NSD EDI Rules, with indicating the recipient’s code NDC000CLI000.

3.2.5. To support the process of interchanging EDs via the NSD EDI System, the Parties shall create Internal EDs the Specifications of which are set out in Appendix 3 to the NSD EDI Rules.

3.2.6. The file containing an Internal ED shall be assigned a name in accordance with the general rules set out in paragraph 3.2.2 above. The list of Internal EDs and the rules of assigning names to files containing Internal EDs that may be created by the EDI Participant and by NSD are set out in Table 2 and Table 3 below, respectively.

List of Internal EDs that May Be Created by the EDI Participant

Table 2

| **Internal ED Name** | **1st Character** | **2nd to 4th Characters** | **5th to 8th Characters** | **File****Extension** | **Document****Category** |
| --- | --- | --- | --- | --- | --- |
| Notice of Acceptance (Non-Acceptance) of an ED for Execution | B | DDM(date, month: 1-9, A, B,C) | Unique number of the ED File for the relevant day | HTML | В |
| Notice of Receipt of a Transit ED Package | W | INF | To be omitted | XML | В |
| Transit ED Package Description |

List of Internal EDs that May Be Created by NSD

Table 3

| **Internal ED Name** | **1st Character** | **2nd to 4th Characters** | **5th to 8th Characters** | **File****Extension** | **Document****Category** |
| --- | --- | --- | --- | --- | --- |
| Information Message | I | DDM(date, month: 1-9, A, B,C) | Unique number of the ED File for the relevant day | RTF, DOC, ZIP,(JPG, HTML) | В |
| Notice of Receipt of an ED Package | C | HTML | В |
| List  | L | DBF(ZIP) | B |
| Notice of Acceptance (Non-Acceptance) of an ED for Execution | B | HTML | В |
| Notice of an ED Package Processing Error | C | ERR | ORXXwhere XX is a unique number of the ED File for the relevant day | HTML | B |
| Notice of Receipt of a Transit ED Package | W | INF | To be omitted | XML | В |
| Archive ED Package Description |
| Transit ED Package Description |

## 3.3. Creation of ED Packages in the NSD EDI System using E-mail and/or WEB Service[[2]](#footnote-2)

3.3.1. An ED Package may be composed of ED Files of the same type being the first character in the File names. Where the first character in the ED File names is #, the ED Package may be composed of ED Files with the same ED type shown in the 2nd to 6th characters of the file name.

3.3.2. Where an ED Package is to be sent via E-mail, the ED Package shall be created by archiving an ED File(s) and creating and Encrypting a single .zip file compatible with WinZip 6.0. A single EM sent via the NSD EDI System may contain one or more than one ED Package.

3.3.3. An NSD’s ED Package to be sent to an EDI Participant via E-mail shall be encrypted using all of the EDI Participant’s Electronic Signature Verification Keys the Certificates of which are published in the EDI System Provider’s network logbook (register) of Electronic Signature Verification Key Certificates (including Certificates issued by an ACA) and. if necessary, specify scopes of application..

An EDI Participant’s ED Package to be sent to NSD by E-mail shall be encrypted using all of the NSD Electronic Signature Verification Keys (corresponding to the Code of the EDI Participant (NSD)) the Certificates of which are published in the EDI System Provider’s and ACA’s network logbook (register) of Electronic Signature Verification Key Certificates.

3.3.4. Where an ED Package (a .zip file) contains ED Files the first character in the name of which is different from #, the ED Package name shall contain eight characters and shall be assigned in accordance with the rules set out in Table 4 below.

Table 4

| **1st Character** | **2nd to 4th Characters** | **5th to 8th Characters** | **File Extension** |
| --- | --- | --- | --- |
| Shall be the same as the 1st character in the ED File name | DDM(date, month: 1-9, A, B,C) | Sequential number of the ED Package for the relevant day | ZIP (CRY after encryption) |

Where an ED Package (a .zip file) contains ED Files the first character in the name of which is #, the ED Package name may contain up to 25 characters and shall be assigned in accordance with the rules set out in Table 4.1 below.

Table 4.1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1st Character** | **2nd to 6th Characters** | **7th to 12th Characters** | **13th to 25th Characters** | **File Extension** |
| # | Shall be the same as the 2nd to 6th characters in the ED File name (ED type) | DDMMYY (ED Package creation date) | Unique number of the ED Package for the relevant day | ZIP (CRY after encryption) |

The only exclusion relates to names of ED Packages containing an error notice with respect to an ED Package Processing error. The name of such ED Package shall be assigned in accordance with the rules set out in Table 5 below.

Table 5

| **1st Character** | **2nd to 6th Characters** | **7th to 8th Characters** | **File Extension** |
| --- | --- | --- | --- |
| Shall be the same as the 1st character in the ED File name | ERROR | Sequential number of the ED Package for the relevant day | ZIP (CRY after encryption) |

## 3.4. Use of an Electronic Signature in the NSD EDI System

3.4.1. An ED may be signed by an EDI Participant in the NSD EDI System by either using the NSD EDI System Local Interface in accordance with the NSD EDI System Local Interface User Manual, or the EDI Participant’s own software. The signing of EDs with an Electronic Signature requires the availability of Cryptographic Tools.

**3.4.2. Use of an Electronic Signature in the NSD EDI System by an EDI Participant Acting on Behalf of Another EDI Participant**

3.4.2.1. An EDI Participant authorized to act on behalf of another EDI Participant and, as such, to interchange EDs with NSD on behalf of the Principal shall be required to submit to NSD a power of attorney evidencing the relevant authority and allowing to delegate such authority to a third party.

3.4.2.2. The Authorized Representative of an EDI Participant may use an Electronic Signature Key owned by such Authorized Representative for the purposes of interchange of EDs with NSD on behalf of the EDI Participant. In this case, the Power of Attorney issued to the Authorized Representative of the EDI Participant (ESKVC owner) acting as a representative of another EDI Participant as a result of delegation of the relevant authority shall be in the form set out in these Rules.

3.4.3. Specific terms and conditions applicable to the use of an Electronic Signature for signing particular EDs may be agreed upon by the Parties in the relevant agreements.

## 3.5. Delivery, receipt, and processing of EDs in the NSD EDI System

3.5.1. The Parties shall deliver, receive, and process EDs no later than the deadlines set forth by the relevant agreements between the Parties.

**3.5.2. Processing EDs Received by NSD from an EDI Participant through the EDI System via E-mail and/or Web Service**

3.5.2.1. Upon receipt of an ED Package, NSD shall undertake its primary processing (decryption (if the ED is sent via E-mail), extraction/decompression, verification of the file names, Electronic Signatures, and of the authority of the relevant ESVKC Owners). Should any processing error occur when processing any Package (or any ED being part of any Package), NSD shall give to the EDI Participant an error notice with respect to an ED Package Processing error. Should NSD decrypt neither of the ED Packages attached to the relevant message, the relevant error notice of an ED Package Processing error shall be signed by NSD with an Electronic Signature saved in a separate file and shall not be encrypted.

3.5.2.2. Where some of the ED Files in the ED Package have valid Electronic Signatures and names, and some of them have invalid Electronic Signatures and names, only valid ED Files shall be processed.

3.5.2.3. Upon receipt of an ED of the ‘D’ category (upon verification of the authority of the ESVKC Certificate Owner to sign such ED, verification of its Format, and verification of whether the fields in such ED are filled in correctly), NSD shall notify the EDI Participant of whether the ED has been accepted for execution. The ED shall be deemed to have been received by NSD at the time when such notice is given to the EDI Participant. Where no such notice is given to the EDI Participant with respect to at least one of the EDs included in the message received, NSD shall, within 10 minutes after the receipt of such message, give a Notice of Receipt of an ED Package. In this case, the relevant ED Package shall be deemed to have been received by NSD on the date and at the time specified in such Notice.

Where an error notice of an ED Package Processing error was given earlier to an EDI Participant, NSD shall not be required to give a Notice of Receipt of an ED Package to the EDI Participant.

The giving of a Notice of Receipt of an ED Package shall not exclude NSD from giving a further notice to the EDI Participant of whether NSD has accepted the relevant ED for execution.

**3.5.3. Processing of EDs Received by an EDI Participant from NSD through the EDI System via E-mail and/or WEB Service[[3]](#footnote-3)**

3.5.3.1. An ED File may be decrypted (if it sent via E-mail), and the relevant Electronic Signature Verification may be done, by an EDI Participant by either using the NSD EDI System Local Interface in accordance with the NSD EDI System Local Interface User Manual, or the EDI Participant’s own software. The decryption of an ED File and Electronic Signature verification require availability of Cryptographic Tools.

3.5.3.2. To view and print out an Internal ED received, the EDI Participant and NSD may use the software listed in Table 6 below.

Table 6

| **ED Name** | **Software to Be Used to View and Print Out an ED** |
| --- | --- |
| Information Message | Word 97 or higher (or any image editor that supports .jpg format, if .jpg format is used) |
| Notice of Receipt of an ED Package | Word 97 or higher |
| Notice of an ED Package Processing Error | Word 97 or higher |
| Notice of Acceptance (Non-Acceptance) of an ED for Execution | Word 97 or higher |
| List of EDs Sent and Received by NSD over the Reporting Period | NSD EDI System Local Interface |
| Transit ED Package Description | NSD EDI System Local Interface |
| Notice of Receipt of a Transit ED Package | NSD EDI System Local Interface |
| Archive ED Package Description | NSD EDI System Local Interface |

3.5.3.3. Upon receipt of an ED of the ‘D’ category, the EDI Participant shall give a Notice of Acceptance or Non-Acceptance of an ED for execution to NSD. Should the EDI Participant decrypt neither of the ED Packages attached to the relevant EM, the said Notice shall not be encrypted. The ED shall be deemed to have been received by the EDI Participant at the time when such Notice is given to NSD.

3.5.3.4. Where some of the ED Files in the ED Package have valid Electronic Signatures and names, and some of them have invalid Electronic Signatures and names, only valid ED Files shall be processed.

3.5.3.5. Where the Party has failed to complete the primary processing of an ED Package, the EDI Participant shall be required to give notice to NSD in writing or by telephone. Upon an oral request by an EDI Participant’s employee, NSD shall again create the relevant ED Package and send it to the EDI Participant.

3.5.3.6. Where a Sender of an ED of the ‘D’ category does not receive the relevant Notice of Acceptance or Non-Acceptance of an ED for Execution within the day following the date the ED was sent (by the deadline agreed by the Parties in their agreements), such Sender shall notify the Recipient thereof by telephone. The Recipient shall then immediately send to the Sender the relevant Notice.

3.5.3.7. Where a Notice of Non-Acceptance of an ED for Execution is given due to the relevant ED being Invalid ED, the Sender of such ED shall immediately send to the Recipient the corrected ED.

## 3.6. Options for EDI between NSD and an EDI Participant in the NSD EDI System in the course of depository/clearing/repository operations

3.6.1. NSD and the EDI Participant may choose from various EDI options in the NSD EDI System in the course of depository/clearing/repository operations.

Such options depend on the details provided by the EDI Participant in the EDI Application. Such details include:

* Communication Channels to be used;
* E-mail addresses (SWIFT/BIC codes) for sending EDs to NSD;
* E-mail addresses (SWIFT/BIC codes) for receiving EDs from NSD;
* Channels to be used for receiving EDs from NSD, and any other details as per the Application.

3.6.2. Provided that the terms and conditions set out in paragraph 2.5 hereof are complied with, the EDI Participant may maintain EDI with NSD via Web Service and using an enhanced qualified electronic signature. To sign up for any other Channel and/or to be able to use an enhanced non-qualified electronic signature, the EDI Participant shall submit a relevant EDI Application to NSD or enter into an agreement for the use of such Channels.

3.6.3. The EDI Participant shall create and submit to NSD an EDI Application for each Code assigned to the EDI Participant by NSD in the manner set forth NSD.

3.6.4. In order to use an additional EDI option, the EDI Participant shall be required to be assigned an additional Code and submit to NSD a relevant EDI Application and a Power of Attorney (if necessary in accordance with these Rules) specifying the EDI Participant’s additional Code.

The number of EDI options available to any EDI Participant shall not be limited and shall only depend on the number of Codes assigned to the EDI Participant by NSD.

3.6.5. Where NSD has more than one EDI Application with the same EDI Participant’s Code, NSD shall, for the purpose of using the relevant EDI option for interchanging EDs with such EDI Participant, use the details contained in the latest EDI Application received by NSD. In this case, the Parties shall comply with of the procedure set forth by these Rules.

# 4. EDI in the course of Bank Account Services

## 4.1. General Provisions

4.1.1. In the course of BAS, EDI Participants may interchange EDs with NSD using the Bank-Client Systems, Web Channels and/or SWIFT.

4.1.2. When using the Bank-Client Systems, internal information messages shall be created, sent, and processed with the help of the Bank-Client Systems.

For the purposes of these Rules, an “internal information message” means a set of data in any form (format) created by either Party’s Bank-Client Systems and sent to the other Party via the Bank-Client Systems, but which does not constitute the ground for making transactions in a bank account held with NSD or making any accounting entries. An internal information message may be signed with an Electronic Signature.

4.1.3. In certain cases, NSD will monitor the authority of the EDI Participant’s representatives and treat EDs as being Invalid EDs based on any official information received from the EDI Participant or any controlling organization regarding the termination of the EDI Participant’s or its representatives’ authority.

4.1.4. NSD may, upon giving a prior notice to the EDI Participant in the form of a relevant Information Message, reject EDI Participant’s money transfer orders submitted by the EDI Participant to NSD in the form of an ED signed with an Electronic Signature or any other equivalent of a handwritten signature and discontinue the EDI related to BAS with such EDI Participant. In this case, NSD will only accept duly executed hard copy money transfer orders from such EDI Participant.

## 4.2. Interchange of EDs via the NSD EDI System

4.2.1. The EDI Participant may maintain electronic communication with NSD in connection with payments made through bank accounts held by the EDI Participant with NSD via the NSD EDI System using the Bank-Client Systems and/or Web Channels.

4.2.2. To start electronic communication with NSD via the NSD EDI System in connection with Bank Account Services, the EDI Participant shall meet the following terms and conditions.

4.2.2.1. The EDI Participant shall meet the terms and conditions set out in paragraph 2.5 above.

4.2.2.2. The EDI Participant shall submit to NSD an EDI Application, in which the EDI Participant shall choose that the NSD EDI System is to be used via the Bank-Client System Interfaces. The EDI Participant’s EDI Application shall also request that a personal ID and password are issued (by E-mail) to an EDI Participant’s Authorized Representative for the purposes of accessing the NSD EDI System via the relevant Bank-Client System.

NSD shall issue a personal ID and password to the EDI Participant by E-mail using Cryptographic Tools. Upon receipt of the EDI Application, NSD shall send to the EDI Participant an E-mail message containing the encrypted ID and password. Decryption of such email message with the encrypted ID and password and Verification of the relevant signature shall be made by an EDI Participant’s Authorized Representative using the NSD relevant employees' ESVKCs, listed in the NSD Details Form (NSD relevant employees' ESVKCs and NSD Details Form mentioned above are published on NSD’s Official Web-site).

In addition, any such ID and password may be received directly at NSD’s office by presenting the relevant power of attorney, the form of which is provided on NSD’s Official Web Site.

4.2.2.3. More detailed information regarding the procedure for connecting the EDI Participant to NSD’s Bank-Client Systems is provided on NSD’s Official Web Site. The procedure for use of Web Channels in the course of Bank Account Services is described in Appendix 5 to the NSD EDI Rules and the NSD EDI System Local Interface User Manual.

4.2.3. EDs interchanged by the Parties via the NSD EDI System in the course of Bank Account Services shall have the ‘D’ category in accordance with the EDI System Provider’s EDI Rules.

4.2.4. NSD will neither accept, nor execute any EDs signed with an invalid Electronic Signature.

4.2.5. The Parties acknowledge that software and hardware tools and technical measures aimed at protecting information in the Bank-Client Systems and NSD’s Web Channels being used for the purpose of Bank Account Services (such as access rights differentiation, encryption, Integrity monitoring and Electronic Signatures) are sufficient to protect Confidentiality, verify Authorship and Integrity of information contained in EDs, and to resolve disputes or Conflict Situations.

4.2.6. A hard copy document printed out from a Bank-Client System or Web Channel shall be treated as a copy of the relevant ED issued in accordance with these Rules. When printing out an ED, it shall be ensured that all mandatory details of the payment document are not omitted.

4.2.7. Any EDI Participant who has a Bank-Client System Interface installed or uses Web Channels for the purpose of Bank Account Services may:

* use (manage) the money available on the EDI Participant’s bank account held with NSD in accordance with Applicable Laws, save for the cases when the right to use such money is restricted by Applicable Laws.
* issue EDs, sign them with an Electronic Signature, encrypt and send them for processing to NSD (and NSD will decrypt such EDs, verify the Electronic Signature and the Format of such EDs, and execute it in accordance with the relevant banking rules);
* receive EDs from NSD; and
* interchange internal information messages relating to Bank Account Services with NSD.

4.2.8. The EDI Participant and NSD shall maintain electronic communication in the course of Bank Account Services using Bank-Client System Interfaces or Web Channels, by interchanging EDs and internal information messages, issuing requests, and receiving responses thereto.

4.2.9. Communication with the help of Bank-Client System Interfaces or Web Channels shall always be initiated by the EDI Participant. NSD shall not be liable in the event of any delay in fulfilling its obligations due to communication not being initiated by the EDI Participant.

4.2.10. An ED prepared by the EDI Participant shall be verified by an EDI Participant’s responsible employee, signed with an Electronic Signature of the EDI Participant’s Authorized Representative, encrypted, and sent to NSD.

4.2.11. Before making any transaction, NSD shall automatically decrypt the ED received, record the results of the Electronic Signature Verification, verify the ED Format, and verify whether the relevant account transaction can be made. The EDI Participant may request (via the Bank-Client System Interface or Web Channel) EDs from NSD and information regarding the current status of any ED being processed at NSD.

4.2.12. Where the verification proves that the Electronic Signature and/or the ED Format and Specifications is/are invalid, NSD shall not execute such ED, and the EDI Participant may receive from NSD information regarding the reason for such non-execution upon request sent by the EDI Participant via the Bank-Client System Interface or Web Channel.

4.2.13. If necessary, the outcome of the Electronic Signature Verification shall be recorded in hard copy.

4.2.14. In the course of electronic communication with EDI Participants via the NSD EDI System, NSD shall:

* maintain in good working order any hardware and software being part of NSD’s Bank-Client Systems and Web Channels and ensure that such hardware and software is operated in accordance with the rules set forth by the Functional Agreements between NSD and the EDI Participant;
* give advice to the EDI Participant’s staff on matters related to the maintenance of the Bank-Client Systems and Web Channels;
* improve NSD’s software.

4.2.15. In the course of electronic communication with NSD via the NSD EDI System, the EDI Participant shall:

* at the EDI Participant’s own expense, install required hardware and software to be used in connection with the Bank-Client System Interfaces and/or Web Channels and update/upgrade that hardware and software, if such update/upgrade is required due to the upgrade of NSD’s systems, and ensure that the EDI Participant is connected to telecommunication channels;
* maintain in good working order any hardware and software being part of the Bank-Client System Interfaces, Web Channels, and telecommunication channels;
* not make (on its own or without NSD) any changes or alterations in, or additions to, the software of Bank-Client System Interfaces or Web Channels;
* not decompile any software being part of the Bank-Client System Interfaces or Web Channels, and not display or print out any data containing confidential information, save for the cases provided for by the laws of the Russian Federation;
* replace Cryptographic Keys in the manner and within the time limits required;
* when issuing EDs, comply with the Bank of Russia’s regulations, these Rules, the NSD EDI System Local Interface User Manual, and the Functional Agreements;
* prepare and send EDs to NSD within the time limits and in the order prescribed by the rules set out in the Functional Agreements;
* take all necessary measures required to prevent unauthorized access to the Bank-Client System Interfaces or Web Channels;
* ensure that any information being transmitted is correct and accurate, and that the Bank-Client System Interfaces and Web Channels are operated properly;
* ensure that Electronic Signatures, IDs, and passwords for access to NSD’s Bank-Client System Interfaces or Web Channels are used by authorized persons only;
* report to NSD any and all inaccuracies or errors discovered in account statements or any other documents, and notify NSD of the fact that the EDI Participant does not accept or confirm information on the account balance. An account transaction and an account statement shall be deemed to have been confirmed by the EDI Participant, unless the EDI Participant gives its objections within ten (10) calendar days following the receipt by the eDI Participant of the relevant document.

4.2.16. In the course of electronic communication via the NSD EDI System, the Parties shall:

* not disclose any confidential information received from the other Party (NSD and the EDI Participant acknowledge that confidential information shall include any information that is to be treated as confidential in accordance with the applicable laws of the Russian Federation, as well as software being part of Bank-Client System Interfaces and Web Channels, payment data, and payment technologies); and
* ensure security and integrity of their respective runtime environments (i.e. ensure the absence of any viruses or backdoors), and protection against any other potential threats to information security or integrity.

4.2.17. Where the EDI Participant is unable to interchange EDs with NSD via the EDI System due to any technical failures (such as software or hardware failures, or malfunction of telecommunication channels, etc.) or due to any other reason, the EDI Participant may send and receive documents in hard copy in accordance with the Functional Agreements, or use any other Communication Channels in the manner provided for by these Rules.

4.2.18. In the course of electronic communication with the EDI Participant via the NSD EDI System, NSD may suspend the EDI Participant’s use of the Bank-Client Systems and Web Channels if the EDI Participant is in breach of, or otherwise fails to properly comply with, these Rules, including if the EDI Participant fails to pay for the EDI Procedures to NSD in accordance with an EDI Agreement, and/or in the event of termination or expiry of any document authorizing any person to use an Electronic Signature for the purpose of using the money on any of the EDI Participant’s bank accounts held with NSD.

In the event of such suspension, NSD shall give notice to the EDI Participant no later than the next business day either in electronic formatat via any Communication Channel available, or to the EDI Participant’s mailing address.

NSD may restore the EDI Participant’s use of the NSD EDI System upon an EDI Participant’s written application, provided that the EDI Participant has remedied the relevant breach and/or otherwise properly complied with the terms and conditions of an EDI Agreement.

NSD may also suspend the EDI Participant’s use of the NSD EDI System upon the occurrence of a force majeure event, i.e. an extraordinary and unpreventable event beyond reasonable control of the Parties, for the period of time during which such event and its consequences continue.

4.2.19. The Parties shall not be liable for failure to comply or improper compliance with these Rules, if the proper compliance is impossible due to any equipment failure or malfunction, or software failure or errors caused, in particular, by virus or other attacks against the NSD EDI System through no fault of NSD or the EDI Participant.

4.2.20. In the course of electronic communication with any EDI Participant via the NSD EDI System in accordance with these Rules, NSD shall not be liable for:

* the quality of the telecommunication channels being used by the EDI Participant;
* the quality of any software or hardware of the NSD EDI System, if the EDI Participant uses any uncertified modem or computer equipment and/or any unlicensed software;
* the use of any ID, password, or Electronic Signature by any person not authorized by the EDI Participant and/or any third party; or
* any losses sustained by the EDI Participant as a result of the suspension of the EDI Participant’s use of the NSD EDI System in accordance with paragraph 4.2.18 above.

## 5. INTERCHANGE OF EDS VIA THE NSD EDI SYSTEM

5.1. Subject to the terms and conditions set out in Appendix 4 to the NSD EDI Rules, the EDI Participant may use the NSD EDI System to receive from and/or send to another EDI Participant any EDs. In this case, NSD shall not assess, monitor, or be liable for the contents of any EDs interchanged by such EDI Participants.

5.2. The list of procedures performed by NSD in connection with the interchange of EDs between EDI Participants via the NSD EDI System, the procedure for creation, delivery, receipt, and processing of EDs, text forms of Electronic Message templates, and template formats of Electronic Messages that can be used by EDI Participants for the purpose of creating Transit EDs (Transit EDs with Identification Codes) of various categories are set out in Appendix 4 to the NSD EDI Rules.

5.3. NSD may refuse to allow any EDI Participant to use the capabilities of the NSD EDI System to receive from and/or send to another EDI Participant any EDs.

## 6. EDI via the SWIFT System

6.1. Where the EDI Participant and NSD, for the purposes of interchanging EDs, use the SWIFT System only, the EDI Participant shall not be required to enter into an EDI System Participation Agreement with the EDI System Provider.

To start interchanging EDs via the SWIFT System, the EDI Participant shall submit to NSD an EDI Application for providing EDI via the SWIFT System, stating the EDI Participant's BIC.

When processing the EDI Application, NSD shall verify whether the BIC code specified therein is assigned to the EDI Participant. Where the EDI Participant uses a BIC code that is assigned to another party, the EDI Participant shall provide the power of attorney issued by such other party and authorizing the EDI Participant to use such BIC code.

Upon submission of the above documents, the EDI Participant and NSD shall authorize each other in the SWIFT System in accordance with the SWIFT Rules.

Where to start interchanging certain types of EDs via the SWIFT System, the EDI Participant has to be registered in a SWIFT closed user group, or subscription to a certain SWIFT service is required, the EDI Participant shall take steps for such registration (subscription) in advance, within the time limits required by SWIFT. Afterwards, until termination of interchanging such EDs, the EDI Participant shall not cancel such registration (subscription). Where a negative reply is received by NSD from SWIFT upon processing an ED due to the absence of such registration (subscription), NSD may suspend interchange of all EDs with such EDI Participant via the SWIFT System until the cause is remedied.

6.2. For the purposes of electronic communication via the SWIFT System, the Parties shall generate Electronic Messages of the types being used by NSD in the course of Electronic Data Interchange with EDI Participants, and such Electronic Messages shall meet the ISO standard (SWIFT standards). The specifications of, and specific rules applicable to, such Electronic Messages are set out in Appendix 3 to the NSD EDI Rules.

Such Electronic Messages shall be sent to the relevant Party to its SWIFT address specified in such Party’s EDI Application submitted for the use of the SWIFT System.

The Parties shall receive and process such Electronic Messages in accordance with the procedure set forth by their agreements, the SWIFT Rules, and these Rules.

# 7. EM Formats used by NSD

7.1. For the purpose of electronic communication with EDI Participants via the NSD EDI System in the course of depository/clearing/repository operations, NSD shall use the following EM Formats:

* XML — the eXtensible Markup Language that defines a set of general syntax rules recommended by World Wide Web Consortium. XML is a text format designed for storing structured data and exchanging data between applications;
* FpML – the Financial products Markup Language based on the Extensible Markup Language (XML). FpML is an XML protocol that supports electronic commercial transactions in the financial market. FpML is used to exchange information on derivative transactions, exchange transaction confirmations, change terms and conditions of transactions, etc., as well as to communicate information on OTC derivative transactions in the global market, and to communicate information on portfolio valuations and reports on such transactions to national regulators. In the future, all types of OTC derivatives are expected to be covered by this standard;
* HTML — the Hypertext Markup Language, the main markup language for displaying web pages. HTML is an SGML (Standard Generalized Markup Language) application and meets the ISO 8879 standard. XHTML is an application of XML;
* JSON – JavaScript Object Notation, a text-based, language-independent data interchange format built on universal data structures: a collection of name/value pairs (object) and an ordered list of values (array). It is used primarily to transmit data between an application and server;
* DBF (dBase-file) — a data storage format used as a standard method for data storage and retrieval by database management systems, spreadsheets, etc. A DBF file consists of a header section for describing the structure of the data and the number of the entries in the file, and the data storage area in the form of a sequentially arranged table containing fixed-length entries, which, in turn, are divided into fixed-length fields;
* JPEG (derived from the developer’s name Joint Photographic Experts Group) — an image file format for storing photo and similar images. Standard file extensions include .jpeg, .jfif, .jpg, .JPG, or .JPE;
* PDF (Portable Document Format) — a cross-platform format of EDs created by Adobe Systems using a number of PostScript language capabilities. With effect from July 1, 2008, PDF is an open ISO standard (ISO 32000). The PDF format allows one to implement necessary fonts (interlinear text), bitmap (raster) and vector images, forms, and multimedia.

An instruction given by an EDI Participant to NSD via the NSD EDI System shall be issued in the form of an XML file. For the purpose of filling in text fields, it shall be required to use the WIN-1251 Cyrillic encoding.

A transaction report/statement (instruction non-execution report), bill or invoice shall be issued in DBF or XML format in the manner specified in the relevant Specifications in Appendix 3 to the NSD EDI Rules.

An EM containing a Notice of an Instruction Acceptance (Non-Acceptance) for Execution shall be created in the form of an XML File containing the elements specified in Appendix 3 to the NSD EDI Rules.

Instructions for registration of a list of securities owners (or changes therein) (RF005 Form) and registered lists shall be issued in the form of an XML file. XSD schemas of documents form part of the Specifications of Functional EDs of the NSD EDI System (Appendix 3 to the NSD EDI Rules).

A Distribution/Income Payments Notice shall be issued in electronic form, using formats prescribed by the Specifications in Appendix 3 to the NSD EDI Rules.

NSD and EDI Participants shall interchange EMs via the SWIFT System in the course of depository/clearing/repository operations using the relevant ISO standard formats, subject to the requirements set forth by the SWIFT Rules and by the relevant Specifications in Appendix 3 to the NSD EDI Rules, or by the Functional Agreement.

EM Formats and ED Specifications to be used by EDI Participants for the purpose of transit of EDs via the NSD EDI System in the course of electronic communication with any other EDI Participant are set out in Appendix 4 to the NSD EDI Rules.

7.2. Electronic Messages to be issued in NSD’s Bank-Client Systems in the course of Bank Account Services shall be issued using the internal formats of NSD’s Bank-Client Systems and shall meet the requirements set forth by the Bank of Russia’s regulations. The data contained in the fields of hard copy documents shall be fully reproduced in the fields of the relevant Electronic Messages.

Electronic Messages to be interchanged between NSD and EDI Participants via Web Channels in the course of Bank Account Services shall be issued in the XML format containing elements specified in the relevant Specifications in Appendix 3 to the NSD EDI Rules.

NSD and EDI Participants shall interchange EMs via the SWIFT System in the course of Bank Account Services using the SWIFT formats in accordance with the requirements set forth by the SWIFT Rules, the Bank of Russia’s regulations, and by the relevant Specifications in Appendix 3 to the NSD EDI Rules.

# 8. Registration and recording of EM and retention periods

8.1. Each incoming or outgoing EM shall be registered by NSD and assigned a unique registration number, with the date and time of registration to be recorded.

Where NSD receives, via E-mail, two or more messages from the EDI Participant, with a similar value of the ‘message-id’ field, NSD shall accept for processing and register only one message that was received last.

8.2. EDs and/or EMs shall be recorded by keeping Electronic Logs.

The Electronic Log keeping technology shall include filling procedures and tools, administration (viewing, searching, and printing) procedures and tools, and storage procedures and tools. The hardware and software intended to keep Electronic Logs shall be an integral part of the hardware and software being used for EDI.

Additional terms and conditions applicable to the recording of EDs may be stipulated in Functional Agreements between NSD and EDI Participants.

For the purpose of recording EDs, NSD shall record any and all details that allow retrieving information regarding the life cycle of EDs and/or EMs in the course of Electronic Data Interchange. In addition, NSD shall make hard copies of EDs in the cases provided for by Applicable Laws and by the relevant agreements.

NSD and EDI Participants shall ensure that the data recorded in Electronic Logs is protected against unauthorized access and inadvertent deletion and/or distortion.

8.3. Data related to ED and/or EMs in connection with Bank Account Services shall be retained for at least 5 years, while data in connection with depository/clearing operations shall be retained for at least 8 years.

All recorded EDs and/or EMs related to Bank Account Services shall be retained in the electronic archive for at least 5 years after their receipt/delivery, and those related to depository/clearing operations shall be retained in the electronic archive for at least 8 years.

Unless otherwise provided for by these Rules or a Functional Agreement between NSD and the EDI Participant, EDs and/or EMs shall be stored in the same format in which they were issued, sent, or received.

EDs shall be stored along with the relevant Electronic Logs, Electronic Signature Verification Key Certificates, and the software intended to use such Electronic Logs and perform Electronic Signatures Verification for such EDs.

When storing EDs, the Parties are required to ensure that such EDs are linked to the relevant Electronic Signature Verification Key Certificates for the purpose of the procedure of resolving Conflict Situations.

NSD and EDI Participants shall be responsible for storing EDs received by them.

Electronic archives shall be protected against unauthorized access and inadvertent deletion and/or distortion.

The retention periods set forth in this Section shall apply, unless other retention periods are presecribed by the laws of the Russian Federation.

# 9. Resolution of Conflict Situations and disputes arising in the course of EDI

Any Conflict Situation or dispute arising in the course of Electronic Data Interchange via the NSD EDI System shall be resolved by the Parties in negotiations. Should the Parties fail to come to agreement in negotiations, the Parties shall form a Technical Commission and follow the Conflict Situation and Dispute Resolution Procedure set forth by the EDI System Provider’s EDI Rules.

The transit of EDs via the NSD EDI System may give rise to Conflict Situations or disputes related to the preparation, delivery, receipt, or confirmation of receipt of Transit ED Packages prepared by the Sender using the “sealed envelope” technology and an Electronic Signature. For the purpose of resolving such Conflict Situations or Disputes, the Parties shall also follow the Conflict Situation and Dispute Resolution Procedure set forth by the EDI System Provider’s EDI Rules, except that a reference to an ED therein shall be construed as a reference to a Transit ED Package prepared, sent, and processed in accordance with Appendix 4 to the NSD EDI Rules.

# 10. Prevention of, and response to, electronic communication tool failures

10.1. An extraordinary situation or failure means a situation resulting in a delay in communication between the relevant organizations for more than 20 minutes, including:

* failure of the principal automated systems that support business processes;
* malfunction or unavailability of the principal telecommunication channels, including the corporate network of Moscow Exchange, the Internet, SWIFT, or channels being used for communication with the Interregional IT Center of the Bank of Russia, or any other channels being used for communication between the relevant organizations;
* physical absence of NSD’s employees at work as a result of fire, flood, accident, act of terrorism, subversion, sabotage, natural disaster, or any other force majeure event; and
* any other occurrences resulting in a delay in communication between the relevant organizations for more than 20 minutes.

10.2. Failures of electronic communication tools at NSD shall be prevented by:

* deploying and maintaining in good working order a remote redundant data processing center and office;
* ensuring redundancy of power supply at the principal and redundant data processing centres and offices;
* using additional self-contained power sources (power generators);
* using uninterrupted power sources based on accumulator batteries;
* optimizing allocation of load on uninterrupted power sources to ensure the maximum possible operation of critical services (such as domain controllers, e-mail, file services, and network equipment) and to ensure correct shutdown of servers with non-critical services (such as Internet access, web and FTP servers), so that the time required to restore the infrastructure operation after power supply restoration be equal to the launch time of servers and their services, and so that the loss of information as a result of incorrect shutdown of the equipment be prevented;
* ensuring that redundant Communication Channels are available. NSD shall use several Channels to receive and process clients’ instructions and to send transaction reports/statements in accordance with the Rules;
* ensuring that redundant servers are available;
* using state-of-the-art tools and methods to improve fault-tolerance of power supply, air conditioning, fire suppression, security, and other systems that support failure-free operation of electronic communication tools; and
* checking software (both system and application software) at the testing stage, before its deployment.

For the purpose of storing information and documents, NSD shall use state-of-the-art and reliable high-performance disk arrays.

The architecture of NSD’s storage system shall ensure a high level of availability[[4]](#footnote-4) by way of using redundant hardware components and other technological solutions ensuring high reliability of data storage. The NSD’s storage system shall support both remote and local replication solutions using a remote backup data processing center, which allows NSD to create fault-tolerant configurations of electronic communication tools and ensure their failure-free operation, including in the course of backup and recovery.

10.3. For the purpose of responding to hardware failures, NSD shall have a plan in place that would ensure transition to the redundant hardware located in the remote redundant data processing center. NSD shall, on a regular basis, train its employees to enable them to ensure transition to the redundant hardware. The redundant hardware and NSD’s employees shall be prepared to promptly (within no more than 2 to 4 hours) accommodate the main load in the redundant office in the event of an accident or any other extraordinary circumstances.

For the purpose of responding to software failures, NSD shall have highly skilled technical staff responsible for ensuring the failure-free operation of software and taking measure to promptly respond to any extraordinary events. NSD has technical support agreements entered into with software developers.

The measures implemented by NSD to prevent and respond to failures of electronic communication tools have ensured the predictable behaviour of such tools and correct shutdown of application and infrastructure services in the event of power supply failures or other extraordinary circumstances.

1. The method of creation of EDs and EMs using any other Channels may be described in the NSD EDI System Local Interface User Manual. [↑](#footnote-ref-1)
2. The method of creation of ED Packages for the purpose of sending EDs using any other Channels may be described in the NSD EDI System Local Interface User Manual. [↑](#footnote-ref-2)
3. The method of processing of EDs and EMs using using any other Channels may be described in the Rules and the NSD EDI System Local Interface User Manual. [↑](#footnote-ref-3)
4. Availability is the capability of a storage system or its component to perform the required function at the time required or during the period required. Availability is supported by reliability and recoverability of the storage system infrastructure. Reliability is the ability to continue operation in the event of a failure. Recoverability is the ability of an infrastructure component to re-establish the required level of performance. [↑](#footnote-ref-4)