DECISION

No. 35, dated 03.06.2020

APPROVAL OF REGULATION
“ON THE FUNCTIONING OF THE ALBANIAN ELECTRONIC CLEARING HOUSE – AECH”


DECIDED:

1. To approve the Regulation “On the functioning of the Albanian Electronic Clearing House – AECH”, as provided in the text therein.

2. The Payment Systems, Accounting and Finance Department, Information Technology Department and Supervision Department shall be responsible for the implementation of this Decision.


4. Standard agreements, signed prior to the entry into force of this Decision, shall be relevant up to the signing of the framework agreement attached to the regulation approved upon this decision.

5. Upon the entry into force of this decision, participants shall not be issued participation certificates. Participation certificates issued pursuant to the regulation that is to be repealed upon this decision shall no longer have any legal validity.

6. Regardless of this decision, the Bank of Albania's Supervisory Council decision No. 26, dated 8.4.2020 “On removing the commissions applied by banks on the credit transfers in non-paper form to their clients, and the fees for bank participants in the AIPS and AECH systems operated by the Bank of Albania” shall be implemented throughout the period set forth in its content.

7. The Governor's Office is responsible for publishing this decision in the Official Journal and the Research Department is responsible for its publication in the Official Bulletin of the Bank of Albania.

This decision shall enter into force 15 (fifteen) days after its publication in the Official Journal.

SECRETARY

Elvis ÇIBUKU

CHAIRMAN

Gent SEJKO
CHAPTER I
GENERAL PROVISIONS

Article 1
Subject matter

1. This Regulation lays down the rules and procedures for the organisation and functioning of the Albanian Electronic Clearing House (AECH) System.
2. The regulation sets out the conditions for participation in AECH; the rights, obligations and responsibilities of participants; procedures for processing and clearing of payment instructions; the approach to risk management; procedures to be followed in cases of contingency events; and all other terms and conditions related to the functioning of the system.

Article 2
Legal grounds

This Regulation is issued pursuant to:

a) Law "On the Bank of Albania";
b) Law “On banks in the Republic of Albania”;
c) Law "On payments system";
d) Other bylaws issued by the Bank of Albania, related but not limited to: minimum required reserve, electronic payment instruments, intraday loans to banks, overnight loan to banks, etc.

Article 3
Scope of application

This Regulation shall apply to participants in the AECH system and the Bank of Albania.

Article 4
Definitions

For the purposes of this Regulation, the following terms shall have this meaning:

1) **AECH CUG (Closed User Group)** – is the closed group of participants, members of SWIFT, and which are grouped with the purpose of using AECH;

2) **Participation in the AECH** – is the procedure a bank or another institution (which is being classified in one of the possible categories of participants in AECH) carries out under the support of the Bank of Albania to become a participant in AECH;

3) **Bank** – is the legal person located in the territory of the Republic of Albania, which
conducted banking activity and other operations, under the definitions of the implemented law;

4) **Cut-off** – is the time set out in the AECH daily timetable as the time limit up to which a participant can send and approve payment instructions in AECH;

5) **Digital certificate** – is a set of electronic data, which shall serve to certify a user’s identity when using AECH as well as to certify the authenticity of the delivered/received information;

6) **AECH value date** – is the date on which it is executed the settlement of the payment instructions cleared in AECH;

7) **Direct debit** – is a payment service for debiting a payer’s payment account, where a payment transaction is initiated by the payee on the basis of the payer’s consent given to the payee, for the payee’s payment service provider or for the payer’s own payment service provider;

8) **Fallback Recovery** – is the procedure of returning back to a normal situation, after a failure in the functioning of the primary system has happened;

9) **Payment instruction** – is an electronic message containing the details of a payment order, a direct debit or a rejection of direct debit;

10) **Net settlement instruction** – is a multilateral instruction sent from the AECH at the end of a clearing session for settlement in AIPS. In this instruction are listed the net debit or credit positions of each participant at the end of a clearing session;

11) **Clearing** – is the process of transmission, reconciliation and/or confirmation of payment instructions prior to settlement, which includes the netting of instructions and determination of the final positions for settlement;

12) **Netting** – is the conversion in a single net position whether debtor or creditor of the rights or obligations as a result of which only one final single net position may be requested or obligatory; The netting is contractual and may be bilateral or multilateral, with or without renewal;

13) **Technical account** – is the account to which is kept track of the debiting and crediting of the amounts in the payment instructions accepted over a clearing session;

14) **Framework agreement** – is the agreement between the Bank of Albania and
   i. The direct participant; or
   ii. The indirect participant who settles through the account of a direct bank participant in AIPS,
   in AECH in accordance with Appendix B attached therein, which is signed by the Director of the Bank of Albania who covers the payment systems’ field;

15) **Special agreement** – is the agreement between the Bank of Albania and an indirect participant who settles through accounts managed by the Bank of Albania as a settlement agent, and which is signed by the Director of the Bank of Albania who covers the payment systems’ field;

16) **Oversight (of payment systems)** – is a central bank function whereby the objectives of safety and efficiency are fulfilled through monitoring existing and planned
systems, assessing them against these objectives and, where necessary, inducing changes;

17) **Interface** – is a component (software and/or hardware) shared between two systems which enables them to exchange information;

18) **Unforeseen event** – is an event causing problems to the normal operation of AECH, the normal and timely exchange of instructions in the clearing process, and in the settlement of the net positions through AIPS;

19) **Security token** – is the hardware and software configured to implement the process of creation and verification of digital certificates;

20) **Beneficiary** – is the participant who receives payment orders from AECH that credit its account;

21) **Participant** – implies the Bank of Albania, a bank, a financial institution, a foreign institution similar to banks and financial institutions, a settlement agent, an operator, a domestic or international public authority, or a system, which is allowed to send/receive payment instructions with other participants in AECH;

22) **Settling participant** – is a participant which owns one or more accounts with a settlement agent in order to settle transfer orders on its own behalf and/or on behalf of other market participants. A settling participant may also play the role of settlement agent;

23) **Debtor participant** – is the participant who accepts direct debit instructions, and whose account is debited on the respective value date;

24) **Creditor participant** – is the participant who sends direct debit instructions and whose account is credited on the respective value date;

25) **Refusal of direct debit** – is a claim ordered by the debtor prior to settlement, requesting the debtor participant to not pay the amount of the direct debit;

26) **AECH rules and procedures** – are the set of bylaws regulating AECH, including the regulation on AECH, the AECH user’s manual, and any other documentation provided to participants by the operator;

27) **General business risk** – means any potential impairment of the financial position of the system as a business concern, as a consequence of a decline in its revenues or an increase in its expenses, such that expenses exceed revenues and result in a loss that must be charged against capital;

28) **Liquidity risk** – is the risk that a counterparty, whether a participant or other entity, will not have sufficient funds to meet its financial obligations as expected and on the due time, although it may be capable to do so in the future;

29) **Operational risk** – is the possibility of realizing financial losses, reputational damage or both, as a result of one or several causes related to: human error, inadequacy or failure of internal processes, inadequacy or failure of systems or external events;
30) **Clearing session** – is the time frame within which the AECH performs the net clearing of payment instructions, by either debiting or crediting the respective technical accounts of participants for their netted values;

31) **Settlement** – is the transfer of funds among the settlement accounts of the involved participants in AIPS, finalizing the respective payment order;

32) **Backup system** – is the set of hardware and software dedicated to serving in emergency events, when the primary system goes out of order;

33) **Primary system** – is the set of hardware and software dedicated to the AECH daily function and operation;

34) **System Test** – is the set of hardware and software dedicated to conduct testing operations in AECH;

35) **AECH system (Albanian Electronic Clearing House)** – is the electronic clearing system of retail payment instructions in Albanian lek within the territory of the Republic of Albania, which enables the following:
   a) exchange of payment instruction among participants;
   b) calculation of multilateral net positions;
   c) sending of a net settlement instruction to AIPS;

36) **AIPS system (Albanian Interbank Payment System)** – is the systemically important real-time gross settlement system for settling payment orders denominated in Albanian lek, within the territory of the Republic of Albania, irrevocably and unconditionally.

37) **SWIFT** – dependently on the context, means the SWIFT company (Society for Worldwide Interbank Financial Telecommunication), the platform and services provided by the SWIFT company, the set of applications (software) provided by the SWIFT company being installed and used by an institution;

38) **SWIFTNET FileAct** – is a service provided by the SWIFT Company, used by the AECH system, for the exchange of payment instructions among the members of the AECH CUG;

39) **Payment order** – is a financial instruction for the execution of a payment transaction in AECH, through which a participant requests a transfer of funds;

40) **Ordering institution** – is the participant who sends payment orders in AECH for debiting its own account;

41) **VPN (Virtual Private Network)** – is a virtual private network used to establish a safe connection, via public communication networks, which enables access and use of AECH.

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**CHAPTER II**

**THE BANK OF ALBANIA’S ROLE AND RESPONSIBILITY IN AECH**

**Article 5**
The Role of the Bank of Albania

1. Bank of Albania is the owner of AECH.
2. Bank of Albania organises, regulates and oversees AECH.
3. Bank of Albania is the administrator and operator of AECH.
4. Bank of Albania is a participant in clearing of payments deriving from its operational activity.

Article 6
Organisation and regulation of AECH

The Bank of Albania, in the role of organiser and regulator of AECH, carries out the following tasks:

a) drafts the necessary bylaws to provide for well-functioning and safety of the payment system;
b) accepts new participants in AECH or makes changes in the information held in AECH, relevant to the participants in the system;
c) creates and holds technical accounts;
d) signs the framework participation agreement with AECH system participants;
e) decides on the temporary restriction and/or exclusion of a participant in the system;
f) ensures the development of AECH in compliance with the standards and best international practices in the payments’ field.

Article 7
Administration and operation of AECH

The Bank of Albania, in the role of administrator and operator of AECH, carries out the following tasks:

a) keeps the system operational, allowing participants access to the system, in compliance with the system’s operation timetable, and the provisions laid down in this regulation;
b) defines contingency plans, which provide for timely completion of the daily processes of the system, in unforeseen circumstances;
c) manages the system and provides equal access to participants based on secure mechanisms of access protection, authentication of the sender of the payment instruction, and protection of the reliability and confidentiality of information;
d) establishes daily procedures for operation and technical maintenance of the system;
e) establishes AECH system’s operations timetable, as specified in Appendix A therein, and in the event of changes to the timetable in unforeseen emergency situations, or after assessing an individual request from a participant as defined in this regulation, informs the participants immediately;
f) establishes the inclusion of participants in the system and carries out the participation procedures for a new participants pursuant to the participation schedule drafted and notified by the Bank of Albania;
g) manages the security of AECH;

h) manages SWIFTNet FileAct service and AECH CUG;

i) monitors AECH;

j) manages unforeseen events in the infrastructure of the Bank of Albania related to the well-functioning of AECH.

Article 8
Responsibilities of the administrator

1. The Bank of Albania, in the capacity of the Administrator, shall be liable for AECH failures, within the limits of errors in operations administered and recorded by the Administrator itself and only for values of transactions which are transmitted in a regular way into the system.

2. The Bank of Albania, in the capacity of the Administrator, shall not be liable for:
   a) any AECH failure resulting from incorrect use of the system by participants;
   b) the security, quality and availability of services provided by the SWIFT company;
   c) damages resulting from wrong instructions of participants or errors in instructions, which are not part of the predefined criteria for validation of the instructions;
   d) damages resulting from participants' non-compliance with the responsibilities of monitoring their accounts;
   e) a participant’s financial condition or capacity to act;
   f) damages resulting from participants' non-compliance with the provisions set out in this regulation.

CHAPTER III
FUNCTIONS OF AECH AND CHARGING

Article 9
Objective of the system

AECH is a payment instructions clearing system, which enables the exchange of cash payment instructions among participants, calculation of their multilateral net positions, and sending of a net settlement instruction for final (and irrevocable) settlement in AIPS.

Article 10
Acceptance in clearing

1. AECH accepts for clearance only payment instructions:
   a) denominated in the national currency (ALL);
   b) among participants in the system;
c) with an amount up to the limit value established by the Bank of Albania, as specified in Appendix I attached to this regulation;

d) digitally signed and formatted in compliance with formats laid down in the technical documentation of the system.

2. AECH provides the possibility for automatic processing without manual intervention in the instructions generated by the participants’ internal systems.

Article 11
Reconciliation, audit and report

1. The AECH data are directly accessible in the system by participants for a period of at least one-year from the date of their creation.

2. Beyond this period, the Bank of Albania may archive these data, making them not directly accessible to participants.

3. Upon official written request from a participant, for data that are not directly accessible to participants in AECH, the Bank of Albania shall provide the participant an informative report on the requested data within 5 (five) business days.

4. AECH generates summarised reports for reconciliation purposes, at the end of each clearing session and business day.

5. AECH provides operational reports throughout the business day that may be used for audit purposes by the Bank of Albania and the other participants.

6. The Bank of Albania may generate reports based on the information/data stored in AECH at any time and for this purpose the Bank of Albania has access to all the data of participants in AECH.

Article 12
Charging and billing

1. The Bank of Albania shall set, through the AECH billing module, fees for the use of this system, allowing for calculation of costs, based on the following:
   a) type of payment instruction;
   b) total number of payment instructions per billing period;
   c) entry time of payment instructions into the system;
   d) surcharges on unwanted activity.

2. The Bank of Albania, in compliance with Appendix J attached to this regulation:
   a) calculates the payable charges for each participant in AECH;
   b) invoices the participants on their charges in AECH on a monthly bases;
   c) submits the invoice to the participant;
   d) automatically debits the settling participant’s account in AIPS for the monthly amount due of the AECH participant, on the first business day of the following month;

3. Each participant must provide sufficient funds in its AIPS settlement account, or in case of participants that settle through a settling participant, in the respective account of the settling participant in AIPS, to settle the obligations towards the Bank of Albania.
Albania related to AECH charges.

4. Any failure to cover the AECH charges in AIPS, will be considered an infringement of the provisions of this regulation.

Article 13
Commissions

1. The price of commissions applied by participants to their clients for all outgoing payment orders initiated through AECH shall not be higher than ALL 500 (five hundred).

2. Commissions applied by participants to their clients for investigation of incorrect payment orders instructions which are transmitted through AECH, should be transparent, reasonable and cost-based.

3. In payments ordered by participants’ clients and transferred through AECH, the incoming funds shall under no circumstances be subject to commissions.

4. For outgoing payments which are ordered by participants’ clients and transferred through AECH, but are initiated electronically, for amounts lower than or equal to ALL 20 000 (twenty thousand), no commission shall be applied.

5. For outgoing payments which are ordered by participants’ clients and transferred through AECH, but are initiated electronically, for amounts higher than ALL 20 000 (twenty thousand), the commission should not be higher than 50% of commissions applied on payments which are initiated in non-electronic form.

CHAPTER IV
PARTICIPATION IN AECH

Article 14
Categories of participants in AECH

1. Participants in AECH are categorised as follows:
   a) direct participants, which settle through their settlement accounts in AIPS. This category includes the following sub-categories:
      i. Bank of Albania,
      ii. commercial banks;
   b) indirect participants, which settle through the account of a settling participant in AIPS, or through accounts that are managed by a settlement agent. This category includes the following subcategories:
      i. participants which settle through accounts that are managed by the settlement agent: such as the Ministry of Finance and Economy, and/or other participants that are entitled to this right in compliance with the laws on their organisation;
      ii. non-bank financial institutions which are involved in the activity of payments, transfers and electronic money issuance, which may hold clients’ accounts and settle through the account of a bank in AIPS.
Article 15

Terms and conditions of participation in AECH

1. Banks and non-bank financial institutions applying to become participants in AECH must meet the following conditions:
   a) have in place internal operation rules for AECH, complying with the guidelines issued by the Bank of Albania;
   b) have in place rules and procedures related to the security and protection of information exchanged between their internal systems and AECH whenever applicable;
   c) have in place contingency plans related to the operation in AECH and interfacing with it;
   d) have qualified and trained staff for the operation in AECH;
   e) have signed the framework agreement of participation in AECH with the Bank of Albania;
   f) participate in AECH only through their head offices;
   g) have pursued the membership schedule stages pursuant to the instructions of the Bank of Albania;
   h) at first be participants in the AIPS or have an agreement with a settling participant in AIPS for the settlement of their payment instructions;
   i) each candidate for participation in AECH, must first be a member of AECH CUG and the membership may be carried out after initially fulfilling the following conditions:
      i. have an active BIC code from SWIFT;
      ii. own an infrastructure for the use of SWIFT.

2. The Bank of Albania creates and holds technical accounts, and accepts for clearing the payment orders of indirect participants of sub-category i. These participants must meet the following conditions:
   a) have in place internal operation rules for AECH, complying with the guidelines issued by the Bank of Albania;
   b) have in place rules and procedures related to the security and protection of information exchanged between their internal systems and AECH whenever applicable;
   c) have in place contingency plans related to the operation in AECH and/or interfacing with it;
   d) have qualified and trained staff for the operation in AECH;
   e) have signed a special agreement of participation in AECH with the Bank of Albania;
   f) have an active BIC code from SWIFT and be able to communicate with AECH via a SWIFT service agreed with the Bank of Albania.

Article 16

AECH membership
The procedure for membership as a participant in AECH shall consist of the following steps:

1. The participation candidate submits to the Bank of Albania a written request for membership in AECH.

2. The Bank of Albania examines the candidate’s request for membership and replies within 10 business days from the date of receiving it, giving a reasoned answer about the approval or not of the request.

3. In the event of request’s approval, the Bank of Albania, within one week from the approval, informs the candidate about the content of this regulation, the AECH participation fees, as well as the technical requirements the participant must meet.

4. The Bank of Albania and the candidate in collaboration with each other implement the membership schedule as provided by the Bank of Albania.

5. The Bank of Albania trains candidate’s future users and leads the testing process with the candidate.

6. Upon successful conclusion of the tests set forth in the membership schedule and upon assurance of the compliance of the internal rules of the candidate with this regulation, the Bank of Albania enables the candidate for operation in AECH.

7. In the case of banks or non-bank financial institutions, the candidate for participation signs the framework participation agreement in AECH with the Bank of Albania.

8. In the case of indirect participants of sub-category i, the candidate for participation signs a special participation agreement in AECH with the Bank of Albania.

9. In case the participant will access AECH through its users:
   a) The candidate fills in the forms provided in Appendix C and Appendix D attached to this regulation.
   b) The Bank of Albania carries out its operations for the creation of users in AECH, VPN; generates the security certificates and hands the security devices to the participant.

10. The Bank of Albania shall inform all participants in AECH of the name, the correct address of the new participant, as well as the date when this participant will be given access in AECH, at least 10 (ten) business days prior to this date.

**Article 17**

**Obligations of participants in AECH**

The participant in AECH has the following obligations:

1. Comply with the rules and procedures of AECH.

2. Related to access in the system:
   a) access AECH at any time during the business day, complying with the AECH operation timetable, provided in Appendix A attached to this regulation.
   b) have qualified staff for operation in AECH;
   c) apply and implement internal rules based on information security assurance in the system when assigning staff to operate in AECH;
   d) notify the Bank of Albania without delay in the event of the transfer of staff that has operated in AECH, so that measures are taken regarding the user in
the system;

e) report to Bank of Albania about any AECH security violation, observed or suspected, as specified in Appendix F attached to this regulation.

3. Related to interfacing and communication:

a) draft internal procedures on security and protection of information exchanged between its internal systems and AECH, including organisational procedures (human resources and equipment) and IT procedures (hardware and software components), in compliance with the provisions of this regulation;

b) administer its local systems to ensure the continuation and delivery of payment instructions in AECH;

c) ensure the integrity of transactions and controlled user access within the respective institution, by:

i. locating any primary or backup connection in AECH only where there is adequate access to digital telecommunications facilities, for necessary authentication and security tools configuration and ensuring that access or interfacing with AECH shall not be subject to interruption or interference caused by internal or external factors.

ii. applying the “four eyes” principle for authorisation of the payment orders, by appointing different users for data entry and approval;

iii. executing payment instructions, according to procedures that take into account the principle of least priviledge in accordance with the role and responsibilities of different categories of personnel;

iv. carrying out identification procedures in each communication link between its internal systems and AECH;

v. auditing every refusal, correction or cancellation of payment instructions;

vi. recording all the electronic communications relating to payment instructions and the time of transmission.

4. Transmit payments in AECH, only based on a valid justifying document;

5. Carry out the sending/receiving of payment instructions within the schedule defined in this regulation;

6. Notify about the authorized signatures in compliance with the provisions of this regulation;

7. Retain the transaction records in hard copy and electronic format for a period of at least 10 (ten) years, in compliance with accounting standards and rules in force;

8. Draft a contingency plan, which guarantees the timely completion of the daily operations of the participant through AECH in unforeseen circumstances;

9. Carry out periodic assessments of integrity and durability of internal equipment and systems connected to AECH. These assessments are to be carried out as specified in Appendix E attached to this regulation and be officially submitted to the Bank of Albania every January;

10. In the event of breaches of the above obligations, the Bank of Albania sends an official letter to the participant, and the relevant supervisory unit at the Bank of Albania gets informed as well.
Article 18

Obligations of participants in settling through a settling participant in AIPS

A participant in AECH that carries out the settlement of its payment instructions through a settling participant in AIPS, in addition to the obligations set forth for all participants, has also the following obligations:

1. Has signed an agreement for the settlement with the bank that acts as settling participant in AIPS, and officially inform the Bank of Albania;

2. The agreement should clearly define the obligations and responsibilities of the parties related to the settlement and fulfilment of obligations of the settling participant in AIPS, in order to ensure the fulfilment of the obligations of the participant (which does not possess a settlement account) in AECH;

3. Upon the signing of the agreement as specified in paragraph 1 of this Article:
   
   i. the participant, together with the bank which acts as the settling participant in AIPS, shall fill in and sign the forms specified in Appendix G and Appendix H attached to this regulation;
   
   ii. after receiving the forms with the relevant signatures and authorizations, the Bank of Albania carries out the appropriate configurations;

4. The agreement should contain definitions which protect the system against liquidity risk, operational risk and general business risk, and also preserve the financial and operational stability of the system.

5. Officially inform the operator, with no delays, in the event of termination or any change in the agreement with the party which acts as settling participant. It is included here the update of the forms specified in Appendix G and Appendix H.

6. In cases in which it is the Bank of Albania that is acting as settling participant, the terms related to the settlement will be determined in the settlement agreement between the indirect participant in AECH and the Bank of Albania.

Article 19

Notification of authorised signatures

1. Each year, within January, participants must submit to the Bank of Albania the latest list of authorized signatures (accompanied with the relevant categories and respective limits), which may be used by that participant for:

   a) signing the forms specified in the Appendixes attached to this Regulation;

   b) instructing the Bank of Albania, in cases of unforeseen events, to approve payment instructions in AECH, in case the participant is unable to, as stipulated in the provisions set out in this regulation.

   The specified limits should be considered as limits to the total value of the group of transactions required to be approved.

2. This list shall contain only the authorized signatures which may be used for the purposes listed in paragraph 1 of this Article and no other signatures.

3. Any change in the list of authorized signatures that may be used for the purposes listed in paragraph 1 of this Article, should be immediately notified to the Bank of Albania.
Article 20
Temporary restriction of the participant in AECH

1. The Bank of Albania is entitled to temporarily restrict a participant in AECH, in case at least one of the following circumstances is met:
   a) upon submission of an official request by the participant itself;
   b) when the participant is subject to a temporary restriction in AIPS;
   c) the corresponding settling participant in AIPS of the AECH participant is temporarily restricted or excluded from AIPS;
   d) the participant, repeatedly fails to provide sufficient funds for settling the net settlement instructions sent to AIPS, pursuant to the time schedule specified in this regulation;
   e) the participant informs the operator of the termination of the contract with the party acting as settling participant.

2. The temporarily restricted participant has the right to access the AECH system for monitoring purposes, but has no right to receive/send payment instructions.

3. The Bank of Albania communicates the Decision about temporary restriction of a participant’s access in AECH:
   a) with an official letter to the participant that is subject to the above-mentioned decision,
   b) with a SWIFT text message and/or official letter to the AECH participants.

4. The Bank of Albania shall decide to remove the temporary restriction of the participant, when:
   a) reactivation of access to the system is requested by the participant, after the temporary restriction carried out upon that participant’s request;
   b) the participant that is temporarily restricted in AIPS is reactivated;
   c) the corresponding settling participant of the temporarily restricted participant in AECH, is temporarily restricted in AIPS, and then reactivated;
   d) the temporarily restricted participant in AECH as a result of either temporary restriction or exclusion of the corresponding settling participant from AIPS, enters into an agreement for settlement with another active participant in AIPS;
   e) the temporarily restricted participant in AECH as a result of termination of agreement with the party acting as settling participant enters into an agreement for settlement with another active participant in AIPS.

5. The Bank of Albania communicates the lifting of the temporary restriction of the participant in AECH:
   a) with an official letter to the participant that is subject to the above-mentioned decision;
   b) with a SWIFT text message and/or official letter to the AECH participants.

Article 21
Exclusion of a participant from the AECH
1. The Bank of Albania shall decide to exclude a participant from AECH, when at least one of the following conditions is met:
   a) upon the written request of the participant, and immediately after the approval of the request by the Bank of Albania;
   b) the participant is merged with/acquired by one/some other banks;
   c) the participant, whose access is temporarily restricted in AECH for failing to provide sufficient funds to settle the net settlement instruction, does not provide sufficient funds in the respective settlement account (of the participant or the corresponding settling participant) in AIPS, within the respective terms for fulfilling its obligations in AECH;
   d) the participant repetitively infringes, the provisions set forth in this regulation;
   e) the participant is placed in a liquidation/bankruptcy process and this participant’s license is revoked by the Bank of Albania;
   f) the participant is excluded from the AIPS.

2. The Bank of Albania immediately communicates the decision to exclude a participant from AECH:
   a) with an official letter to the participant that is subject to the above-mentioned decision;
   b) with a SWIFT text message and/or official letter to the AECH participants.

3. In the event of a participant’s exclusion from AECH, the Bank of Albania shall follow the steps below:
   a) blocks access in AECH to the excluded participant, in compliance with the terms specified in the decision on the participant’s exclusion;
   b) blocks the technical account of the excluded participant in AECH, in compliance with the terms specified in the decision on the participant’s exclusion;
   c) carries out the procedures determined by SWIFT for the exclusion of a participant from the AECH CUG, or closure of communication of the respective service for the participant with special status and out of CUG;
   d) after generating/registering all of the obligations of the participant related to AECH, it shall close the technical account of the excluded participant in AECH.

Article 22

Appeal

1. Each participant, whom the Bank of Albania has decided to temporarily restrict and/or exclude from AECH, has the right to request the abrogation or change of this act by the Governor, within 15 (fifteen) days from the date when the appealer has been notified of this act.

2. After the administrative appeal to the Governor, the participant has the right to address the Court of Appeal.

3. The administrative appeal shall not suspend the enforcement of the administrative act issued by the Bank, in the event the Bank values that the entire stability of the financial system may be threatened or jeopardised due to the suspension effect of the appeal.
4. The submission and analysis of the administrative appeal is carried out pursuant to the form, procedures and terms laid down in the Code of Administrative Procedures.

CHAPTER V

CLEARING IN AECH

Article 23

Operating schedule of AECH

1. AECH shall operate in the business days according to the Official Calendar of the Republic of Albania.

2. Business hours of the system, implies the operating hours specified in Appendix A, implying the time throughout which the system is available to participants to access and carry out activity in it. Operating hours which are subject to modification according to this Article refer to the operating hours of AECH including those related to the clearing sessions.

3. The Bank of Albania has the right to modify the business hours in emergency situations, or after assessing an individual request of a participant.

4. Participants shall be informed of any modification in the business hours, as specified above, via automatic notifications of AECH and/or via SWIFT text messages, and or by e-mail.

Article 24

Payment finality and irrevocability

1. The payment instructions, once approved over a clearing session by a participant in AECH, cannot be revoked.

2. Direct debit instructions, approved in AECH and in queue to be settled, can be revoked while respecting the acceptance terms for these instructions in AECH, in accordance with the stipulations specified in this regulation and other applicable bylaws.

3. The debtor participant must revoke all the direct debit instructions sent by one or more creditor participants, in the event there are no sufficient funds in the respective settlement account of the debtor participant’s settling participant in AIPS specified in Appendix I.

4. The creditor participant may request the revocation of the direct debit instruction only by the refusal of the same payment by the debtor participant, minus the respective fee for the use of AECH in accordance with the stipulations specified in this regulation and other applicable by laws.

5. The participant may request the compensation of a settled payment only by the initiation of a new payment by the beneficiary entity, subject of an undue enrichment, in the opposite direction with the original payment minus the commissions applied by the unduly enriched entity and the fee for use of the system, in accordance with the stipulations specified in this regulation and other applicable bylaws.

Article 25
Clearing sessions

1. Throughout a business day in AECH, 3 (three) or more clearing sessions take place in accordance with the operating schedule specified in Appendix A.

2. The Bank of Albania is entitled to change the number of clearing sessions:
   a) in unforeseen emergency situations;
   b) after evaluating an individual request of a participant within an adequate timeframe.

3. Technical accounts of participants have a zero balance at the start and end of each clearing session.

4. The next clearing session does not start until after the closure of the current session.

5. During the end of day procedures prior to a value date, the AECH calculates for each participant the net projected value of direct debits with a value date of the succeeding business day. The participants can review the resulted net and gross positions in the direct debit reports.

Article 26
Acceptance of payment instructions

1. Payment orders accepted by AECH are ready for execution on the value date.

2. AECH accepts payment orders and direct debits throughout its operating schedule as specified in Appendix A.

3. AECH accepts payment orders and direct debits with a future value date in accordance with the terms specified in Appendix I.

4. The direct debit refusal is accepted by AECH prior to the cut-off of the last day before the value date of the direct debit instruction.

5. Payment instructions accepted by AECH shall be retained until the AECH business day matches with the value date defined by the participant.

6. Payment instructions with a value date not in the intervals defined in Appendix I, or with a value date which does not match a business day of the system, are rejected by AECH.

7. Payment instructions that are not approved in AECH, or sent beyond the acceptance hours are automatically rejected by AECH at cut-off.

Article 27
Net settlement instruction

1. At the end of each clearing session, the AECH system, after the calculation of multilateral net positions for settlement, generates a net settlement instruction to be automatically transferred to AIPS.

2. The participant provides sufficient funds in its settlement account or in the corresponding settling participant’s account in AIPS, for the net settlement instruction generated by AECH to be immediately settled, at the end of each clearing session.
3. If the net settlement instruction is not settled in AIPS, the current clearing session in AECH is not closed and the succeeding session does not start. In this case, the AIPS and AECH systems’ operators make aware the responsible participants to provide the liquidity for the settlement of the net settlement instruction.

CHAPTER VI

CONTINGENCY EVENTS AND EMERGENCY PROCEDURES

Article 28

Contingency events

Contingency events are classified as follows:

a) contingency events occurring in the infrastructure of a participant;

b) contingency events occurring in the infrastructure of the Bank of Albania.

Article 29

Contingency events in the participant’s infrastructure

1. If a participant encounters technical/security difficulties which obstruct:

   a) payment processing in AECH; and/or

   b) monitoring of AECH;

   c) transfer of instructions to the AECH;

   the participant notifies the Bank of Albania within 30 minutes from the moment of identification of these difficulties.

2. The Bank of Albania, upon receiving the notification submitted by the participant, identifies the problem and instructs the participant on alternative possibilities.

3. Participants shall immediately inform the Bank of Albania of any change in the circumstances or conditions of operation.

4. If a participant’s technical difficulties continue for a long time, if deemed necessary either by the participant or the Bank of Albania, then depending on the situation, the participant or the Bank of Albania may request temporary restriction of that participant in AECH.

5. The Bank of Albania shall inform the other participants, in case it deems that the problem of a participant may cause other concerns in the overall functioning of the AECH system.

6. In the case of a dysfunction of the Virtual Private Network, the participant requests to the Bank of Albania with an official letter signed by authorised signatories in accordance to the rule and classification officially communicated by the participant as per this regulation, or with an authenticated SWIFT message, to approve its payment instructions in AECH.

Article 30

Contingency events in the infrastructure of the Bank of Albania
1. In the event of a failure in the infrastructure of the Bank of Albania, the latter shall inform participants by e-mail or telephone, consult technical assistance depending on the system and the problem, and maintain constant contact with the participants through the contact persons.

2. Depending on the problem and the system/systems affected by the failure, if deemed necessary, the Bank of Albania shall take measures to move to a backup system and shall inform the participants about it.

3. Systems which may be affected by the process of movement to a backup site may be:
   a) AECH;
   b) SWIFT;
   c) Lines in use for VPN.

4. The Bank of Albania may either partially or totally suspend the functioning of the system, in circumstances when its continuation of operation would negatively impact the system’s stability, and shall immediately inform the participants about this.

5. If it is impossible to make the infrastructure functional for operation in AECH, then the Bank of Albania shall instruct participants on alternative means/ways available to overcome ensuing difficulties.

6. The return of the infrastructure at the Bank of Albania to normal operation, shall be notified to the system’s participants through their contact persons.

**Article 31**

Registration of contingency events

1. Each participant shall immediately register all contingency events and observed problems in AECH, as well as any event occurring in its systems or internal systems’ infrastructure which affect the use of AECH by the participants.

2. The identified events referred to in paragraph 1 of this Article, which have lasted longer than 30 minutes, shall be reported by the participant to the Bank of Albania by e-mail within that same business day.

3. Upon the resumption of the participant’s activity in the system and/or normalisation of the situation, the participant shall report to the Bank of Albania within two business days in compliance with the form specified in Appendix F attached to this regulation. The reporting must be performed either in case of the temporary solution of the situation/incident; or under way until the final solution is reached.

**Article 32**

Testing of Fallback Recovery procedures in AECH

1. The Bank of Albania in cooperation with the other participants of AECH, every six months, shall test its Fallback Recovery procedures for contingency events.

2. The Bank of Albania shall inform the participants on the switching of operations from the AECH primary system to the AECH backup system, about the testing of Fallback Recovery procedures, as well as any operation they should undertake, no later than five business days prior to the test date.
3. During the testing of Fallback Recovery procedures by the Bank of Albania, the participants shall access the AECH system through the address of its backup site at the Bank of Albania.

4. The participants, whenever necessary, may carry out the testing of Fallback Recovery procedures of their own environments. The participant shall inform the Bank of Albania of any testing and infrastructural change that may affect their ability to operate in the AECH system.

5. If a participant needs to switch to its backup environment, they must conclude this operation without affecting either the other participants or the Bank of Albania.

6. In any case, the participant shall inform the Bank of Albania of their intention to switch to backup and later of the successful conduct of this switching.

CHAPTER VII

TECHNICAL ASPECTS OF AECH MANAGEMENT

Article 33

Change management in AECH

1. Changes in AECH are as follows:
   a) Functional and technical changes in the AECH system;
   b) Changes in SWIFT services related to the AECH system;
   c) Changes in VPN.

2. The Bank of Albania shall inform and instruct participants prior to the implementation of planned changes in AECH, whenever these changes affect the participant.

3. The required changes or corrections in the procedures as well as in the complementary documentation of the AECH system, in case of change, shall be notified to the participants.

4. Any occurring change shall be tested in the testing environment prior to being implemented in the AECH primary system.

5. In case of changes in operating the AECH system, all the participants will be informed in advance, providing them with the necessary time for preparing and establishing the necessary conditions to test the connection of their systems to AECH.

6. The Bank of Albania on its initiative or based on a reasonable request of a participant, may undertake modifications in AECH, to ensure its normal functioning or its improvement. In the event the proposed changes affect the AECH participants, the Bank of Albania shall consult the latter in advance.

7. The Bank of Albania, after evaluating the argued request of the participant, shall inform the participant of the acceptance or refusal of the request, providing the respective arguments along with the notification.

8. In the event the aforesaid changes are initiated by:
   a) the Bank of Albania, change costs are paid by the latter;
b) A participant, the costs of changes, are covered by all participants of the AECH system, which benefit from the provided solution, equally;

c) A participant and the occurring change benefits only that participant, then the costs are to be covered by the participant itself.

9. The Bank of Albania is not obliged to consult participants when the need to intervene in the AECH system is urgent and any delay may lead to difficulties for the participants in AECH.

**Article 34**

**Changes at the participants**

1. Any change proposed by a participant associated to its operating environment related to AECH shall be initially tested and then implemented on the primary site of the participant.

2. For any change occurring in the network addresses or VPN users, the participants shall fill in the form specified in Appendix D attached to this regulation.

**Article 35**

**Contact Persons**

1. Each participant shall submit information about its contact persons to the Bank of Albania, in accordance with Appendix C. The Bank of Albania holds and updates the list of all participants’ contact persons.

2. Each participant shall assign at least two contact persons for the payments and at least two IT contact persons.

3. Participants in AECH shall immediately inform the Bank of Albania of any change in their list of contact persons.

**Article 36**

**AECH users’ assistance**

1. The Bank of Albania provides helpdesk services to all participants through which they can ask for assistance on all aspects and problems related to the functioning of AECH.

2. For the helpdesk service, the Bank of Albania provides an e-mail address available to all the participants where they may send their requests for assistance.

3. The Bank of Albania sends the information on its contact persons, as well as the helpdesk service e-mail address to the participants by e-mail.

4. Any requests for security token shall be submitted by the participant to the Bank of Albania with the form specified in Appendix D attached to this regulation.

5. In case it is not possible to create/delete/modify a user, the direct participant shall submit the form set forth in Appendix D to the Bank of Albania, which creates/deletes/modifies this user in the system.

6. In case a user has been deleted, the participant must bring the respective security certificate to the Bank of Albania for cancellation, accompanied by the form specified in Appendix D.
7. The Bank of Albania will annually renew the digital certificates of participants’ users in the system. The participant shall bring these certificates to the Bank of Albania within their expiration date, accompanied by the form specified in Appendix D.

8. For any modification occurring in relation to either the participant or its contacts for the AECH system, that participant shall bring to the Bank of Albania, with no delay, the form presented in Appendix C attached to this regulation.

CHAPTER VIII

FINAL PROVISIONS

Article 37

Amendments to the regulation

1. The Bank of Albania shall inform participants in the system of any alterations occurring in the provisions of this regulation.

2. Participants can directly submit to the Bank of Albania, proposals of amendments to the provisions of this regulation or of the AECH system itself.

3. Proposals, in compliance with paragraph 2 of this Article, shall be presented in written form and shall contain a complete description of the goal and the possible benefits, relevant to the proposed amendment.

4. The Bank of Albania reviews these proposals, reserving the right to a final decision to approve/implement or not any of the proposed amendments to the provisions of this regulation or to the AECH system.

5. If the proposal is being rejected, the Bank of Albania shall inform in written form the participant that made the proposal, by presenting the grounds for the respective refusal.

Article 38

Undue enrichment

1. A beneficiary participant shall be the subject of a claim of undue enrichment by an ordering participant:

   a) if the beneficiary does not credit the client account and make the funds available within the same value date when the payment instructions are correct;

   b) if the beneficiary does not return/compensate within the time limits defined below, the funds that they are not able to transfer to their client account due to:

      i. incorrect or contradictory details of the account; and/or

      ii. the closure of the designated account of these funds.

2. The beneficiary shall compensate the payment set forth in paragraph 1/b of this Article to the ordering participant within 5 (five) business days to the value date of the initial payment.

3. The compensation of the payment is carried out by the initiation of a new payment by the beneficiary entity that is subject of the undue enrichment, towards the ordering participant for the amount of the initial payment, minus the commissions applied by the unduly enriched participant and the specified fee for the use of the system, in accordance with the stipulations specified in this regulation and other applicable bylaws.

4. For each day of delay in returning of funds according to paragraphs 2 and 3 of this Article, the beneficiary shall be penalised by the ordering participant that claims the undue enrichment of beneficiary with weekly repo rate + 2 percentage points.

5. In the event the beneficiary, which is the subject of undue enrichment, does not pay its obligations for the amount and terms determined in this Article, it shall constitute a breach of this regulation.

Article 39
Responsibility in events of force majeure

1. Neither the Bank of Albania, in the capacity of the AECH operator, nor the participants in the system shall be deemed responsible for the damages arising from failure to meet the obligations stipulated in this regulation, due to state of emergency, wars, other civil turbulence, natural calamities and for any other circumstances out of their control, and as a result of any other force majeure.

2. The participant that is not able to meet its obligations due to reasons as specified in paragraph 1, must:
   a) inform the system operator, in written form, of the cause and degree that has restricted the participant to meet the obligations;
   b) make all reasonable efforts to restart fulfilment of obligations as soon as possible and at the same time try to minimise the negative effects of the causes set forth in paragraph 1.

Article 40
Protection of the AECH system

1. A payment instruction is considered to have entered in AECH once it has been accepted by AECH, and has been approved by the ordering/debtor participant (except the case when automatic processing mode is employed, that is without manual intervention), and from this moment on it is considered as irrevocable.

2. In the event of participants’ insolvency procedures, issues related to the settlement finality and realisation of financial collateral will be subject to the provisions laid down in the law on payment system.

Article 41
Confidentiality
1. Participants shall follow the confidentiality rules and regulations in handling information related to all payment instructions entered in AECH.

2. Participants in AECH may exchange information with any other participant, regarding every aspect of operation or management of this system.

3. Each participant shall instruct the respective staff, who have access to the information on the payment instructions entered in AECH, to maintain confidentiality related to that information, in compliance with the confidentiality rules and regulations and the provisions laid down in this regulation.

4. Participants and the Bank of Albania will pay the same attention to protect the confidentiality of information which has been classified as confidential by the other party, as for the protection of their own information which has been classified as confidential.

5. Participants and the Bank of Albania will comply with the provisions of this Article even after the closure of the participant’s account, or exclusion from participation in the system.

**Article 42**

**Internal organisation**

The internal organisation of the work within the units of the Bank of Albania for the realisation of the above-stated tasks is specified in dedicated regulation approved by the Supervisory Council of the Bank of Albania.

**Article 43**

**Entry into force**

This regulation shall enter into force 15 days after its publication in the Official Journal of the Republic of Albania.

**CHAIRMAN OF THE SUPERVISORY COUNCIL**

Gent SEJKO
## Appendix A. Operation timetable of AECH

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Operations and available functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>08:15 – 08:20</td>
<td>System start-up</td>
<td>Start of business day in AECH.</td>
</tr>
<tr>
<td>08:35 – 10:00</td>
<td>First clearing session</td>
<td>The time interval within which the payment instructions are accepted and approved and the clearing of payment instructions of the first session is carried out. Approved direct debits shall be cleared only in the first clearing session.</td>
</tr>
<tr>
<td>10:05</td>
<td>Net settlement of the first clearing session’s result</td>
<td>AECH generates the net settlement instruction of the first clearing session, which will be sent for settlement in AIPS.</td>
</tr>
<tr>
<td>10:35 – 12:30</td>
<td>Second clearing session</td>
<td>The time interval within which the payment instructions are accepted and approved and the clearing of payment instructions of the second session is carried out.</td>
</tr>
<tr>
<td>12:35</td>
<td>Net settlement of the second clearing session’s result</td>
<td>AECH generates the net settlement instruction of the second clearing session, which will be sent for settlement in AIPS.</td>
</tr>
<tr>
<td>13:35 – 14:45</td>
<td>Third clearing session</td>
<td>The time interval within which the payment instructions are accepted and approved and the clearing of payment instructions of the third session is carried out.</td>
</tr>
<tr>
<td>14:50</td>
<td>Net settlement of the third clearing session’s result</td>
<td>AECH generates the net settlement instruction of the third clearing session, which will be sent for settlement in AIPS.</td>
</tr>
<tr>
<td>16:00</td>
<td>Cut-Off</td>
<td>Payment instructions still waiting to be approved, as well as those sent beyond the acceptance time of the last session, shall be automatically refused from the system and the respective participant will be informed.</td>
</tr>
<tr>
<td>16:15 – 16:30</td>
<td>Closing of the business day</td>
<td>The business day of the AECH will be closed and the end-of-day reports will be generated.</td>
</tr>
</tbody>
</table>
Appendix B. Framework agreement

Agreement between the Bank of Albania and _____________ for participation in the Albanian Electronic Clearing House (AECH)

Agreed on: __/__/____

Parties:

The Bank of Albania (hereinafter referred to as “the Bank”), with address: ________, Tirana, legally represented in this agreement by the Director of the Bank of Albania who covers the payment system’s field,

and

____________________________ (hereinafter referred to as “Participant”), with address: ________ Tirana, represented by its executive director, Mr/Ms ________.

Agree to sign this agreement according to the following conditions:

Article 1

Scope

This contract aims to set out the rights and obligations of parties which arise in the framework of provision by the Bank of Albania of the clearing services of small value payment orders in AECH, as the sole operator and administrator of this system.

Article 2

Legal ground

This agreement is compiled in accordance with:

a) “Civil Code of the Republic of Albania”;
b) Law “On Bank of Albania”;
c) Law “On payment system”;
d) Law “On Banks on the Republic of Albania”;
e) Law “On the recovery and resolution of banks in the Republic of Albania”;
f) Regulations of the Bank of Albania on AIPS and AECH;
g) Other bylaws issued of the Bank of Albania

Article 3

Implementation

1. For the purpose of the implementation of this agreement, the parties will be based mainly on the regulation “On the functioning of the Albanian Electronic Clearing House (AECH)” and each of its amendments (regulation on AECH).
2. The rights and obligations of parties are those laid down in the regulation on AECH and any of its later relevant amendments.

3. For all the issues that are not explicitly specified in this regulation, the applicable legal provisions specified in the legal ground of this agreement shall be applied.

4. Any term or formulation in the agreement or regulation of AECH that may lead to ambiguity will be interpreted in the context of the whole AECH regulatory framework and from the point of view of the purpose for which the agreement is signed.

Article 4
Notifications

1. Each notification, request or communication between the parties will take place via official registered mail, fax, e-mail, SWIFT message, and in the event that the communication via the above-stated means is not possible, by phone at addresses, telephone numbers and the respective contact persons of the parties.

2. Each party is obliged to notify the other party of possible changes in addresses, telephone numbers and contact persons, within 5 (five) business days from the change taking place.

3. When the notice or request arrives to the addressee after 16:00 of the business day, it shall be considered as received on 08:20 of the following business day.

Article 5
Entry into force and duration

This agreement shall enter into force upon signature by the parties and shall extend its effects for an undetermined period of time.

Article 6
Amendments to the agreement

The agreement may be amended only in written form by the parties.

Article 7
Termination of agreement

1. Parties have the right to unilaterally terminate the agreement by informing the other party in written form, at least 15 (fifteen) business days prior to the date they want to terminate the agreement, requesting fulfilment of financial obligations which arise from this agreement.

2. In the event the request (notification) is submitted by the participant, the Bank within 7 (seven) business days of the receipt of request shall submit a response to the participant, determining the steps to be followed up to the termination of their participation in the AECH.

3. In the event the participant’s request is approved:
   
   a) the Bank informs all the participants in AECH of the participant’s exclusion date in AECH;
b) the participant is not allowed to initiate new payment instructions with a value date after the one established in the respective decision for the approval of its exclusion from AECH.

Article 8
Dispute resolution

Any disputes between the parties arising from the implementation of the agreement, which the parties cannot resolve in good faith, shall be resolved by the competent court.

The Agreement, having been read by the parties, shall be signed in their own free and independent will in 4 (four) original copies in the Albanian language, each party retaining 2 (two) copies.

On behalf of the Bank of Albania:

________________________________________

Director of Department ______________________

On behalf of _____________________________

________________________________________

Director
Appendix C. Form for participation in AECH

<table>
<thead>
<tr>
<th>Participant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIC code</td>
</tr>
<tr>
<td>Address</td>
</tr>
</tbody>
</table>

**CONTACTS FOR ISSUES/PROBLEMS RELATED TO THE SYSTEM OPERATION:**

<table>
<thead>
<tr>
<th>Contact persons for the payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>First name, last name</td>
</tr>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Mobile phone</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact persons for the IT</th>
</tr>
</thead>
<tbody>
<tr>
<td>First name, last name</td>
</tr>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Mobile phone</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

**Authorised person for the participant**

<table>
<thead>
<tr>
<th>Date</th>
<th>(Name Surname / Signature / Stamp)</th>
</tr>
</thead>
<tbody>
<tr>
<td>/</td>
<td></td>
</tr>
</tbody>
</table>
Appendix D. Form for system access

CONFIDENTIAL

BANK OF ALBANIA

AECH/PO

APPLICATION FORM FOR USERS IN VPN, SECURITY APPLIANCES, DIGITAL CERTIFICATE AND USERS RELATED TO AECH/PO

This form shall be filled to manage the credentials of a user in the VPN network, in the security device and the digital certificate, in the FTP, and in the AECH/PO system

<table>
<thead>
<tr>
<th>To:</th>
<th>Bank of Albania</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department of Payment Systems, Accounting and Finance</td>
</tr>
</tbody>
</table>

From Participant: ____________________ Date of request: ___/___/____ (dd/mm/yyyy)

1- REQUEST FOR MODIFICATION IN VPN

<table>
<thead>
<tr>
<th>No.</th>
<th>First name/Last name of user</th>
<th>Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>[ ] Create new user</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[ ] Reset user’s password</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[ ] Delete existing user</td>
</tr>
</tbody>
</table>

2- REQUEST FOR SECURITY DEVICE

<table>
<thead>
<tr>
<th>No.</th>
<th>First name/Last name of user</th>
<th>Type of equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3- REQUEST FOR DIGITAL CERTIFICATE

<table>
<thead>
<tr>
<th>No.</th>
<th>First name/Last name of user</th>
<th>Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>[ ] Generate new certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[ ] Regenerate certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[ ] Unblock security device</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[ ] Reset security device password</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[ ] Revoke certificate</td>
</tr>
</tbody>
</table>

4- OPERATIONS IN THE USER’S ACCOUNT IN AECH/PO

<table>
<thead>
<tr>
<th>No.</th>
<th>First name/Last name of user</th>
<th>Operation</th>
<th>AECH</th>
<th>YES</th>
<th>User’s profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>User Creation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>User Approval</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reset password</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of password reset</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Account activation</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Approval of account activation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deactivation of account</td>
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</tr>
<tr>
<td></td>
<td>Approval of account</td>
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</tr>
<tr>
<td></td>
<td>Modification of user’s profile</td>
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<tr>
<td></td>
<td>Approval of user’s profile</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Closure of account</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Approval of account closure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reason** (obligatory to be completed):

---

**Note:**

---

**For Participant Authorizer**  
(Name Surname / Signature / Stamp)

**For the Bank of Albania: Authorizer**  
(Name Surname / Signature)
## Appendix E. Self-assessment of operation in AECH

<table>
<thead>
<tr>
<th>Name of Participant</th>
<th>Authorized person to issue the report</th>
<th>Signature:</th>
<th>Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Criminal activity related to AECH</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Has your institution noted any criminal activity or attempted criminal activity in the framework of AECH, during the year?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If yes, has it been reported to the Bank of Albania, in accordance with the rules and procedures of AECH?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Has the method used been identified and appropriately corrected?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Did this activity result in financial loss for the institution or your clients?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If yes, are you still working towards compensating such losses?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Contingency plans and relevant facilities</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Does your institution have a documented contingency plan related to operations in AECH?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Does the plan cover enough possible scenarios of contingency events?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Does your institution hold computer and/or SWIFT interface backup facilities that are used for connection to AECH?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If yes, are these facilities physically separated from the main location of the SWIFT environment?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Has your institution tested contingency plans for supportive communications in case of loosing VNP connections?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Do you think that possible risks for the operation in AECH have been addressed and analysed in a satisfactory manner?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Interruption period and system durability</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Have your operations in AECH been the subject of considerable interruption of function?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If yes, have they been reported to the Bank of Albania and have they been registered in the register of unforeseen events in accordance with AECH procedures?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Do you think that your systems connected to the AECH have adequate capacities and stability to cope with your traffic of payments in AECH in a timely and secure manner?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

### Notes:
# INCIDENT REPORT

## Name of Participant
Authorized person to issue the report
Signature:
Stamp

## Type of report:
- [ ] Intermediate
- [x] Final

Date of report
(dd/mm/yyyy)
Number
(yyyyymmdd-no)
Involved/affected systems

## Contact persons:

Related to other incident/s (list of incident numbers)

## DESCRIPTION OF INCIDENT AND EFFECTS

<table>
<thead>
<tr>
<th>Start of incident (dd/mm/yyyy hh:mm)</th>
<th>End of incident (dd/mm/yyyy hh:mm)</th>
<th>Identification time (dd/mm/yyyy hh:mm)</th>
<th>Reporting/notification time to BoA (dd/mm/yyyy hh:mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>/</strong>/____ <strong>:</strong></td>
<td><strong>/</strong>/____ <strong>:</strong></td>
<td><strong>/</strong>/____ <strong>:</strong></td>
<td><strong>/</strong>/____ <strong>:</strong></td>
</tr>
</tbody>
</table>

Description of incident

## CONSEQUENCES OF INCIDENT

- [ ] Interruption of SWIFT network
- [ ] Delay
- [ ] Delayed closure
- [ ] System does not respond
- [ ] Delay in processing payments
- [ ] Delayed opening
- [ ] “Site Recovery”
- [ ] Unprocessed payments
- [ ] Other
- [ ] Announcement of emergency
- [ ] Infringement of data integrity

Measures taken and changes performed to resolve the incident

Implementation date of measures/changes (dd/mm/yyyy)
__/__/____

## PLAN OF MEASURES FOR THE FINAL SOLUTION OF INCIDENT

Measures taken and changes performed or planned to resolve the incident

Planned date (dd/mm/yyyy)
__/__/____
Implementation date (dd/mm/yyyy)
__/__/____
- [ ] Successfully resolved
- [ ] Unresolved
Appendix G. Debit mandate for the settlement for participants who settle through a settling participant in AIPS

BANK OF ALBANIA

AECH

Debit mandate
for settlement through a settling participant in AIPS

<table>
<thead>
<tr>
<th>☐ New</th>
<th>☐ Modify</th>
<th>☐ Delete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose of application</td>
<td>☐ Live operation</td>
<td>☐ Testing and training</td>
</tr>
<tr>
<td>Application date</td>
<td><strong>/</strong>/____</td>
<td></td>
</tr>
<tr>
<td>Activation date</td>
<td><strong>/</strong>/____</td>
<td></td>
</tr>
</tbody>
</table>

(1) Settling participant in AIPS

BIC of participant

Name of Participant

(2) Indirect participant in AECH

BIC of participant

Name of Participant

Parties confirm that agree on appointing the participant in AIPS (1) as settling participant in AIPS for the indirect participation in AECH (2) for the scope of settlement of instructions sent by the indirect participant of AECH (2) through the AECH system.

For the settling participant in AIPS

For the indirect participant in AECH

Authorizer

Authorizer

(Name Surname / Signature / Stamp)  (Name Surname / Signature / Stamp)
Appendix H. Mandate for the payment of liabilities for participants that settle through a settling participant in AIPS

BANK OF ALBANIA

AECH

Mandate for the payment of liabilities
for settlement through a settling participant in AIPS

<table>
<thead>
<tr>
<th>New</th>
<th>Modify</th>
<th>Delete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Application date**: 
- **Activation date**: 

(1) Indirect participant in AECH to be charged

- **BIC of dependent system**
- **Name of dependent system**

(2) Settling participant in AIPS whose account is debited

- **BIC of participant**
- **Name of Participant**

Parties confirm that agree that the amounts charged to the indirect participant of AECH (1), will be debited from the participant’s account noted in the field (2) as settling participant in AIPS for the indirect participant of AECH (1).

For the settling participant in AIPS whose account is debited

**Authorizer**

*(Name Surname / Signature / Stamp)*

For the indirect participant in AECH that is charged

**Authorizer**

*(Name Surname / Signature / Stamp)*
**Appendix I. Parameters of the system**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earliest time for presenting payment orders</td>
<td>2 business days prior to value date</td>
</tr>
<tr>
<td>Latest time for presenting payment orders</td>
<td>Within the same value date</td>
</tr>
<tr>
<td>Earliest time for presenting direct debits</td>
<td>14 business days prior to value date</td>
</tr>
<tr>
<td>Latest time for presenting direct debits</td>
<td>1 business day prior to value date</td>
</tr>
<tr>
<td>End of waiting period for direct debits</td>
<td>Cut-off of the business date prior to value date</td>
</tr>
<tr>
<td>Upper limit for payment orders (Maximum amount)</td>
<td>ALL 1,500,000.00</td>
</tr>
<tr>
<td>Upper limit for direct debits (Maximum amount)</td>
<td>ALL 1,500,000.00</td>
</tr>
</tbody>
</table>
## Appendix J. Fees applied on the use of AECH

<table>
<thead>
<tr>
<th>Component</th>
<th>Description</th>
<th>Fee in ALL</th>
</tr>
</thead>
<tbody>
<tr>
<td>System participation fee</td>
<td>Payable every month</td>
<td>0</td>
</tr>
<tr>
<td>Per transaction fee</td>
<td>Payable every month</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment orders – First session</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Payment orders – Second session</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Payment orders – Third session</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Direct debits</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Direct debit refusals</td>
<td>6</td>
</tr>
<tr>
<td>Other services</td>
<td>Payable after every service</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary restriction of participant</td>
<td>50.000</td>
</tr>
<tr>
<td></td>
<td>Delivery of security device for accessing the system</td>
<td>by purchase cost per unit</td>
</tr>
</tbody>
</table>