

# MLA Schedules

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## (1) cVRP MLA – In-Scope Use Cases Schedule

This Schedule is an MLA Document and forms part of the cVRP Multilateral Agreement (“**MLA**”) between the Operator and the Participants.

Any capitalised terms used but not defined in this Schedule shall have the meanings given to them in the cVRP Rulebook.

In accordance with Section 3 (In-Scope Use Cases for cVRP) of the Rulebook, the scope of the MLA is limited to use of cVRP within the scope and subject to the conditions set out in the table below.

Except where a change to this Schedule falls within the scope of the regime which applies to Mandatory or Emergency MLA Changes, any proposed addition or removal of a use case in this Schedule will be considered a Material MLA Change.

Use case	Description of use case	Conditions (including any additional Eligibility Requirements)
Utility and rail companies	<p>Use of cVRP for payment transactions to the following categories of providers:</p> <ul style="list-style-type: none"> <li>• Electricity providers holding the appropriate licence, authorisation or consent to carry on electricity-related activities, as determined by the Office of Gas and Electricity Markets (also known as Ofgem), or its successor(s).</li> <li>• Gas providers holding the appropriate licence, authorisation or consent to carry on gas-related activities, as determined by Ofgem.</li> <li>• Water providers holding the appropriate licence, authorisation or consent to carry on water-related activities, as determined by The Water Services Regulation Authority (also known as Ofwat), or its</li> </ul>	<ul style="list-style-type: none"> <li>• Use of cVRP must be for payment transactions from a UK payment account to a UK account of the utility company.</li> </ul>

Use case	Description of use case	Conditions (including any additional Eligibility Requirements)
	<p>successor(s).</p> <ul style="list-style-type: none"> <li>Telecoms providers holding the appropriate licence, authorisation or consent, as determined by The Office of Communications (also known as Ofcom), or its successor(s), and solely in respect of payments for broadband, fixed phone lines and/or mobile phone service contracts made available by such providers.</li> <li>A Train Company to which the National Rail Conditions of Travel apply, and solely in respect of payments for a Ticket (each term as defined in the National Rail Conditions of Travel).</li> </ul>	
Regulated financial services firms	<p>Use of cVRP for payments into or in respect of a Payer's (or that Payer's spouse's, civil partner's, or children's):</p> <ul style="list-style-type: none"> <li>financial products and accounts eligible for Financial Services Compensation Scheme protection;</li> <li>mortgage products made available by mortgage providers regulated by the Financial Conduct Authority; or</li> <li>pension schemes granted master trust authorisation as determined by The Pensions Regulator.</li> </ul>	<ul style="list-style-type: none"> <li>Use of cVRP must be for payment transactions from a UK payment account to a UK account eligible for Financial Services Compensation Scheme protection.</li> <li>Excluding use of cVRP where: <ul style="list-style-type: none"> <li>cVRP is used to change (or credit) a payment method for a purchase of goods or services that has already occurred; or</li> <li>authorisation for automatic forwarding is set up on that account and this will result in all or part of that cVRP payment being automatically forwarded rather than retained in that account.</li> </ul> </li> </ul>

Use case	Description of use case	Conditions (including any additional Eligibility Requirements)
E-Money Institutions	Use of cVRP for payments into or in respect of a Payer's (or that Payer's spouse's, civil partner's or children's) electronic money (as defined in the FCA Handbook) account provided by an Electronic Money Institution authorised by the FCA.	<ul style="list-style-type: none"> <li>• Excluding use of cVRP where:               <ul style="list-style-type: none"> <li>○ cVRP is used to change (or credit) a payment method for a purchase of goods or services that has already occurred; or</li> <li>○ authorisation for automatic forwarding is set up on that account and this will result in all or part of that cVRP payment being automatically forwarded rather than retained in that account.</li> </ul> </li> </ul>
Government (central and local)	<p>Use of cVRP for payment transactions to:</p> <ul style="list-style-type: none"> <li>• departments, agencies, public bodies and local authorities designated by the UK Government and the devolved administrations of Wales, Scotland and Northern Ireland; and</li> <li>• the contracting parties to the then current Transport for London Conditions of Carriage for Bus, Tube, Tram, DLR, London Overground and Elizabeth line Services (excluding customers).</li> </ul>	<ul style="list-style-type: none"> <li>• Use of cVRP must be for payment transactions from a UK payment account to the central government or agency, or to local government or agency.</li> <li>• Excluding use of cVRP for payments to central government agencies or local government and local government agencies that are:               <ul style="list-style-type: none"> <li>○ retail purchases; or</li> <li>○ payment transactions to non-public sector outsourced third party providers.</li> </ul> </li> </ul>
Charities	Use of cVRP for charitable donations to charities included in the register of charities maintained by or on behalf of the Charity Commission for England and Wales.	<ul style="list-style-type: none"> <li>• Use of cVRP must be for payment transactions from a UK payment account to the UK account of a registered and regulated UK Charity.</li> <li>• Excluding use of cVRP for:               <ul style="list-style-type: none"> <li>○ retail payment transactions; and</li> <li>○ payment transactions to outsourced third party providers to any applicable charity.</li> </ul> </li> </ul>

## (2) cVRP MLA – Reporting Schedule

### 1 Introduction

- 1.1 This Schedule is an MLA Document and forms part of the cVRP Multilateral Agreement (**MLA**) between the Operator and the Participants.
- 1.2 Any capitalised terms used but not defined in this Schedule shall have the meanings given to them in the cVRP Rulebook.
- 1.3 This Schedule sets out the information to be provided by each Participant to the Operator.
- 1.4 The reporting obligations in this Schedule are without prejudice to any other reporting obligations on a Participant under the MLA, including providing to the Operator (insofar as reasonably required), the same information a Participant is required to provide to the Standards Setting Body by virtue of that Participant complying with the Relevant Standards as required under the Rulebook.

### 2 Payment Initiation Participant reporting

- 2.1 The information set out below shall be provided by each Payment Initiation Participant to the Operator using the template specified by the Operator at the frequency outlined below:

Category	Content	Frequency
Biller by sector	Number of new Billers onboarded, and existing Billers offboarded, split by sector in which the Biller operates.	Monthly
cVRPs set up	Number of new cVRPs set up, split by new unique users and pre-existing users.  To enable the Operator to review whether cVRP processes meet consumer needs.	
Authorisation and payment efficacy	This covers consents abandoned and authorisation successes, for example.  <i>[Drafting note: to be defined in more detail.]</i>	
Disputes information	<i>[Drafting note: to be defined in more detail in line with the Issue Resolution Platform.]</i>	

### 3 ASPSP Participant reporting

- 3.1 The information set out below shall be provided by each ASPSP Participant to the Operator using the template specified by the Operator at the frequency outlined below:

Category	Content	Frequency
cVRPs slowed or stopped	Number of cVRP initiated payments that have been slowed or stopped compared to those that have not (to understand, for example, the level of suspected Biller issues, such as duplicates, cyber issues or fraud).	Monthly
Fraud	Rates of fraudulent cVRP payments (unauthorised fraud and APP fraud).	
Revocation	Rates of customer revocation of cVRP Mandate via access dashboards.	
Consents	Levels of "on-us" cVRP Mandates; new cVRP Mandates; cVRP Mandates subject to customer cancellation or expired.	
Disputes information	Customer disputes split by Biller and Payment Initiation Participant to enable the Operator to measure whether there are any issues with specific Billers and/or Payment Initiation Participants.  "On us" or "me-to-me" payments will be captured separately.  <b>[Drafting note: to be defined in more detail in line with the Issue Resolution Platform.]</b>	

## (3) cVRP MLA – SLA Schedule

### 1 Introduction

- 1.1 This Schedule is an MLA Document and forms part of the cVRP Multilateral Agreement (**MLA**) between the Operator and the Participants.
- 1.2 Any capitalised terms used but not defined in this Schedule shall have the meanings given to them in the cVRP Rulebook.
- 1.3 Where Participants do not satisfy the benchmarks and services levels outlined below, this will constitute a Default Event.

### 2 ASPSP Participant service levels and benchmarks

- 2.1 ASPSP Participants are required to meet all recommended benchmarks for ASPSPs in the availability and performance section of the Open Banking Standard Operational Guidelines.
- 2.2 ASPSP Participants are also required to satisfy the service levels defined in the table below.

**Table 1:** ASPSP Participant service levels

Service	Description	Service level	Comments
Uptime of Access Dashboards	ASPSP Participants must provide each Payer with an Access Dashboard as defined by the cVRP Rulebook, and in accordance with the PIS VRP Access Dashboard section of the Open Banking Standard Customer Experience Guidelines.	Uptime of 99.5% per day.	Measured on a quarterly basis.

### 3 Payment Initiation Participant service levels

- 3.1 Payment Initiation Participants are required to satisfy the service levels defined in the table below.

**Table 2:** Payment Initiation Participant service levels

Service	Description	Service level	Comments
Uptime of Consent Dashboards	Payment Initiation Participants must provide each Payer with a Consent Dashboard as defined by the cVRP Rulebook, and in accordance with the PIS VRP Consent Dashboard section of the Open Banking Standard Customer Experience Guidelines.	Uptime of 99.5% per day.	Measured on a quarterly basis.

Service Availability	The percentage of time the Payment Initiation Participant's system is operational and able to process payment initiation requests successfully.	Uptime of 99.5% per day (within the relevant Payment Initiation Participant's published operating hours).	Measured on a quarterly basis.
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#### 4 Measuring and reporting

- 4.1 Each Participant shall monitor its performance against the service levels and benchmarks set out in this Schedule, and within 10 Business Days after the end of each measurement period as set out above, shall prepare and submit to the Operator a report showing in detail its performance against such service levels and benchmarks in respect of the then previous measurement period.
- 4.2 Each Participant shall, at the Operator's request, provide details of its performance against the service levels and benchmarks more frequently if the Operator, acting reasonably, has a concern as to that Participant's performance in the context of the service levels and benchmarks.
- 4.3 The Operator reserves the right to request additional information from Participants as required to determine if they have satisfied such service levels and benchmarks.



## (4) cVRP MLA - Disputes Schedule

### 1 Introduction

- 1.1 This Schedule is an MLA Document and therefore forms part of the cVRP Multilateral Agreement (**MLA**) between the Operator and the Participants.
- 1.2 Any capitalised terms used, but not defined, in this Schedule shall have the meanings given to them in the cVRP Rulebook.
- 1.3 The Dispute Framework and the Issue Resolution Platform set out processes to support Participants with the management of:
  - (a) cVRP Mandate & Transaction Disputes, typically following Payer complaints; and
  - (b) MLA compliance disputes that Participants wish to resolve bilaterally (in accordance with Section 6 (Inter-Participant Matters) of the cVRP Rulebook).
- 1.4 Each Participant, and the Operator, must comply with those processes when managing all such disputes.
- 1.5 In respect of cVRP Mandate & Transaction Disputes, each Participant and the Operator must also comply with the remainder of this Disputes Schedule.

### 2 Dispute handling

- 2.1 Where a Participant wants to progress with a liability dispute against another Participant in respect of a cVRP Mandate or cVRP transaction, they must raise a case (a **Case**) in the Issue Resolution Platform. In doing so they shall take account of this Schedule, relevant MLA Guidance Materials (including the Disputes Framework) and Applicable Law.

### 3 Use of Issue Resolution Platform

- 3.1 For the purposes of this Schedule, the “**Case Creator**” means the Participant who raises a Case within the Issue Resolution Platform. The Participant who receives the Case is referred to as the “**Case Respondent**”.
- 3.2 In order to raise such a Case (as Case Creator), a Participant must:
  - (a) have an Issue Resolution Platform role assigned by the Operator within, and must have logged onto, the Issue Resolution Platform using their assigned credentials; and
  - (b) complete an online template within the Issue Resolution Platform.
- 3.3 A Participant must not raise a Case in respect of a dispute which is already the subject of an existing Case within the Issue Resolution Platform unless the Operator otherwise agrees in writing.
- 3.4 **Case creation phase**
  - (a) The Case Creator must:

- (i) open a Case in the Issue Resolution Platform at the earliest opportunity, subject to any requirements of Applicable Law or any Competent Authority. Subject to any such requirements, this must be no later than fourteen (14) calendar days after the Case Creator becomes aware of the dispute;
- (ii) ensure that the entry into the Issue Resolution Platform is complete with any available evidence provided. Insufficiently complete template entries do not constitute meeting the requirement to open a Case in the Issue Resolution Platform and can be sent back by the Case Respondent; and
- (iii) not include any personal data in the case creation and redact any personal data from any attachments or evidence provided.

### 3.5 Case response phase

- (a) The Case Respondent must:
  - (i) on receipt of a completed Case, determine within five (5) Business Days whether they accept or reject liability for the Case and provide a rationale supporting their determination;
  - (ii) where they accept liability, within five (5) Business Days of providing the response, settle any monies due to the Case Creator as a result, using their own internal processes for making this payment, and confirm to the Operator that the matter has been settled; and
  - (iii) not include any personal data in the comments and redact any personal data from any attachments or evidence provided.

### 3.6 Case resolution phase

- (a) Where the Case Respondent rejects liability, or accepts liability but does not agree with the amount the Case Creator considers is due to them, the Case Creator must determine, within five (5) Business Days, if it wants to accept the Case Respondent's position on the Case, or otherwise may request the Operator to make a determination in accordance with the next paragraph of this Schedule.

### 3.7 Operator determination

- (a) Where the Case Creator requests the Operator to make a determination in relation to the relevant Case, then the Operator will consider the Case and make a determination as to:
  - (i) whether the Case Creator or the Case Respondent is liable for a particular Case; and
  - (ii) the amount (if any) that is due to be paid between the Case Creator and the Case Respondent as a result of that liability.
- (b) Any such determination by the Operator requires involvement by both the Case Creator and the Case Respondent, and each of them shall co-operate with the Operator and follow any reasonable procedural requirements notified to them in

writing by the Operator as being necessary in order for it to make its determination. In particular:

- (i) the Case Creator will provide the Operator with the file of information contained within the case from the Issue Resolution Platform; and
  - (ii) further evidence can be provided to the Operator by either the Case Creator or the Case Respondent as is relevant.
- (c) Any determination of a dispute by the Operator in accordance with this Schedule:
- (i) is subject to payment of an Application Fee (in accordance with the Pricing Schedule). This Application Fee is initially to be paid, to the Operator, by the Case Creator when it refers the matter for determination by the Operator, but if the Case Respondent is determined by the Operator to be liable for the particular Case, then the Application Fee shall be reimbursed to the Case Creator by the Case Respondent (in accordance with the Pricing Schedule);
  - (ii) is also subject to payment of any other fees expressly listed in the Pricing Schedule as applying to such determinations;
  - (iii) is binding on both of the Case Creator and the Case Respondent in respect of the relevant Case unless:
    - (A) the Case Creator and the Case Respondent agree in writing to resolve the dispute in some other way; or
    - (B) either the Case Creator or the Case Respondent, within the timeframe available to them under Applicable Law, initiates legal proceedings in a court of competent jurisdiction or submits the dispute to any formal and binding arbitration, expert determination, mediation or any other formal and binding alternative dispute resolution mechanism, that they are entitled to use under Applicable Law,

and the Case Creator and Case Respondent must notify the Operator in writing of any such development. In such circumstances, any determination already made and communicated by the Operator shall instead constitute the Operator's non-binding opinion on, rather than a binding determination of, the case; and
  - (iv) is reached on the basis that the Operator shall act as an expert, not as an arbitrator. The Arbitration Act 1996 and the law of arbitration shall then not apply to the Operator or to the determination procedure.

### 3.8 Other scenarios

- (a) In cases where no updates are made to a case for ten (10) Business Days, the case will time out. This will constitute a Default Event and the case will be passed to the Operator to opine on the next steps which Participants must then follow. The Operator may assess and apply an Application Fee, as set out in the Pricing Schedule, to the Participant that caused the case to time out.

- (b) A Case Creator can choose to withdraw a case at any stage (however, the relevant Application Fee is not repayable by the Operator where the Case Creator does so).
- (c) Where the Operator considers that it lacks the expertise to independently determine a case, the Operator may refer the disagreement to a single expert for determination, provided that any expert will only be appointed by agreement between the Operator and both of the relevant Participants. Where the Operator and both Participants are unable to reach such agreement (within a reasonable timeframe specified by the Operator), then the single expert will be appointed by the Operator, acting reasonably.

## (5) cVRP MLA - Pricing Schedule

**[Drafting note: this Schedule is to be reviewed and further developed once the economic model is available.]**

### 1 Introduction

- 1.1 This Schedule is an MLA Document and forms part of the cVRP Multilateral Agreement (MLA) between the Operator and the Participants.
- 1.2 Any capitalised terms used but not defined in this Schedule shall have the meanings given to them in the cVRP Rulebook.
- 1.3 All fees as described in this Schedule will be determined by the Operator, or in the case of fees that are mandated by a Competent Authority, by the relevant Competent Authority, and notified to all Participants on an annual basis.
- 1.4 Such changes to the fees shall constitute either:
  - (a) Non-Material MLA Changes; or
  - (b) in the case of fees that are mandated by a Competent Authority, Mandatory or Emergency MLA Changes.

This will follow the applicable MLA Change process detailed in Section 9 (MLA Changes) of the Rulebook.

- 1.5 The fees and any additional charges detailed in this Schedule are exclusive of applicable VAT.
- 1.6 Any applicable VAT shall be paid by the relevant Participant provided that a valid VAT invoice has been provided by the party to whom the fee is due in accordance with this Schedule.

### 2 MLA membership fees

- 2.1 Each Participant shall pay to the Operator an annual membership fee of £[AMOUNT].
- 2.2 Annual membership fees shall be paid on the date specified by the Operator within each calendar year.
- 2.3 Where a Participant participates both as an ASPSP and as a PISP it must pay an annual membership fee for each role.

### 3 Per transaction fees

- 3.1 For each cVRP Mandate that is set up pursuant to the MLA:
  - (a) the Payment Initiation Participant responsible for its set-up shall pay to the Operator a fee of £[AMOUNT]; and

- (b) the ASPSP Participant that provides the payment account to which the cVRP Mandate relates shall pay the Operator a fee of £[AMOUNT].

3.2 For each cVRP that is initiated under a cVRP Mandate:

- (a) the Payment Initiation Participant initiating the payment shall pay the Operator a fee of £[AMOUNT]; and
- (b) the ASPSP that provides the payment account from which the cVRP is debited shall pay the Operator a fee of £[AMOUNT].

These fees are payable only where the relevant cVRP transaction is successfully settled to the relevant Biller or payee.

## 4 Dispute arbitration fees

4.1 In respect of any cVRP Mandate & Transaction Disputes escalated to the Operator for arbitration in accordance with the Disputes Schedule:

- (a) the Participant that applies to the Operator for arbitration (the “**Applicant Participant**”) shall pay the Operator a fee of £[AMOUNT] (the “**Arbitration Application Fee**”);
- (b) the Participant determined to be liable by the Operator in accordance with the arbitration process under the Disputes Schedule (the “**Liable Participant**”) shall:
  - (i) pay the Operator’s costs, as determined by the Operator and based on time and materials, up to a cap of £[AMOUNT]; and
  - (ii) if the Liabe Participant is a different party to the Applicant Participant reimburse the Arbitration Application Fee to the relevant Applicant Participant.

## 5 Non-compliance assessments charges

5.1 Where a Default Event occurs in respect of a Participant, the Operator may, in accordance with its rights under Section 17.5 (Non-compliance assessments) of the Rulebook, charge the relevant Participant for a non-compliance assessment, to compensate the Operator for its costs of investigating and responding to the Default Event.

5.2 Non-compliance assessments will be charged at an amount of:

- (a) £[AMOUNT] per week for Default Events the Operator reasonably considers to be complex or material in nature; and
- (b) £[AMOUNT] per week for all other Default Events.

5.3 Non-compliance assessment charges shall be chargeable from the date that the Operator notifies the relevant Participant in writing that it requires a non-compliance assessment charge to be paid until the date the Operator notifies the Participant in writing that it is satisfied that the Default Event has been satisfactorily cured, remedied or mitigated in

accordance with Section 17 (Default Events and Incidents) of the MLA and that the relevant non-compliance assessment charge is no longer payable.

- 5.4 The amount of any non-compliance assessment charge shall be due to the Operator:
- (a) on the date of such written notice; and
  - (b) on the same day in each subsequent calendar month where the relevant Default Event is continuing or recurring (or has not yet been remediated in accordance with any applicable remediation plan agreed in writing between the Operator and the relevant Participant). If there is any disagreement as to whether a Default Event is continuing or recurring or has been remediated for this purpose, the Operator's opinion will be final and binding.
- 5.5 Where the aggregate amount of any non-compliance assessment charge that has been applied in respect of any Default Event exceeds the amount that is required for the purpose of any non-compliance assessment in accordance with Section 17.5 (Non-compliance Assessments) of the Rulebook, the Operator may reimburse any such excess amounts to the relevant Participant and will discuss doing so in good faith with the relevant Participant to agree the basis, mechanism and timing of any such reimbursement.

## 6 Waivers

- 6.1 A Participant that applies to the Operator for a Waiver under the MLA in accordance with Section 18.1 (Operator's power to grant waivers) of the Rulebook shall pay to the Operator a waiver application fee of £[AMOUNT].

## 7 Appeals

- 7.1 A Participant that appeals any decision made by the Operator under the MLA in accordance with Section 18.2 (Appeals) of the Rulebook shall pay to the Operator:
- (a) an initial fee of £[AMOUNT] for the Operator to consider the initial appeal submission; and
  - (b) an additional fee of £[AMOUNT], where the Participant elects to proceed with the appeal after the Operator has outlined the process that will apply to the appeal.
- 7.2 These fees are refundable if the appeal is upheld.

## 8 Onboarding fees to the Operator

- 8.1 Any Participant that enters into a Participation Agreement to participate in the MLA (or enters into a new Participation Agreement in order to change its category of participation in the MLA) shall pay the Operator a one-off fee of £[AMOUNT].

## 9 Directory Service fees

- 9.1 The fees payable to the Operator for the Directory Services are: ***Drafting note: The Directory Service fees will be included once they have been agreed between the Operator and any providers of the Directory Services to the Operator.***