



Partners

SWIFT Partner Programme

Terms and Conditions

This document governs the relationship between SWIFT and SWIFT partners in the context of the SWIFT Partner Programme. It sets out the eligibility criteria and the roles and responsibilities of SWIFT and the partner during the term of their partnership.

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Preface

About this document

This document governs the relationship between SWIFT and SWIFT partners in the context of the SWIFT Partner Programme. It sets out the eligibility criteria and the roles and responsibilities of SWIFT and the partner during the term of their partnership.

Note The SWIFT Partner Programme includes registered vendors, SWIFTReady providers, regional partners, global partners, and SWIFTNet qualified interface vendors.

Audience

SWIFT intends this document for the following audience:

- SWIFT partners that want to apply for admission in the SWIFT Partner Programme
- all registered vendors, SWIFTReady providers, regional, and global partners
- partners applying for a label or an interface qualification
- SWIFT users that want information about the relationship between partners and SWIFT

Significant changes

New information	Location
New information introducing the consultancy and connectivity programmes	Appears throughout this document

SWIFT-defined terms

In the context of SWIFT documentation, certain terms have a specific meaning. These terms are called SWIFT-defined terms (for example, *customer*, *user*, and *SWIFT services and products*). The definitions of SWIFT-defined terms appear in the *SWIFT Glossary*.

Related documentation

- *SWIFT Partnering Overview*
- *SWIFTReady Services Programme Overview*
- *SWIFTReady Applications Programme Overview*
- *SWIFTReady Connectivity Programme Overview*
- *SWIFTReady Consultancy Programme Overview*
- *SWIFT Trademark Guidelines*
- *Interface Qualification Program Guide*
- *Interface Qualification Policy*
- *Interface Product Standard (product specific)*
- *Interface Conformance Statement Questionnaire (product specific)*
- *Interface Conformance Statement (product specific)*

- *Interface Test Specification (product specific)*
- *Support Service Description*
- *SWIFT Pricing and Invoicing - Price List*
- *SWIFT Pricing and Invoicing - Ordering, Invoicing and Payment*

1 Eligibility for the Partner Programme

Introduction

This chapter sets out both the generic criteria and the specific profiles of the various SWIFT partner categories, together referred to as the eligibility criteria. SWIFT considers applications for admission to the Partner Programme, paying particular regard to the eligibility criteria. SWIFT reserves the right, in its sole discretion, to accept or refuse admission to the programme. SWIFT uses reasonable care in assessing all applications, but may not be held liable for any potential improper assessment or application of the eligibility criteria.

Continued compliance

SWIFT partners must satisfy the eligibility criteria both at the time of their admission to the Partner Programme, and during the entire term of their participation in the programme. A failure to do so may be a cause for immediate termination of their participation in the programme (see "Termination" on page 20).

1.1 Generic Criteria

General objectives

The objectives of the Partner Programme are to:

- provide benefits to the SWIFT user community
- facilitate the SWIFT user community's use of the SWIFT messaging services
- contribute to increasing SWIFT traffic volumes, to lower the average cost per message for SWIFT users

SWIFT's ability to lower prices for its users depends, among others, on its ability to work co-operatively with partners to maintain and grow SWIFT traffic volumes. SWIFT assesses each application for admission to the programme against the partner's ability to contribute to these objectives.

Main criteria

SWIFT considers applications for admission to the Partner Programme by generally assessing, among other things, the applicant's:

- aptitude and motivation to operate within the spirit of the programme
- relevant business experience (as typically demonstrated by revenue from SWIFT-related business)
- pre-existing or potential demonstrable co-operation with SWIFT with a clear customer visibility and impact (as typically demonstrated by relevant customer references)
- desire and ability to work for the long term with SWIFT for the benefit of SWIFT users
- good reputation, and solid and reliable administrative support for the partner's activities
- ability to foster the adoption of SWIFT services and products by SWIFT users through its own offering
- solid financial status
- sufficient expertise and competence in the relevant SWIFT services and products

- adequate geographic service coverage to meet the needs of the applicant's forecasted customer base and SWIFT's business expectations
- value for SWIFT users

Note The Partner Programme is not open to individuals.

1.2 Specific Profiles

Registered vendors

The registered vendor status is open to applicants that need to obtain information, documents, test tools, and development products from SWIFT. This ensures that the applicants can develop and offer applications or services used with SWIFT services and products.

SWIFTReady providers

The SWIFTReady provider status is open to applicants that want to obtain a SWIFTReady certification label for their services or applications offered with SWIFT services and products.

SWIFT proposes SWIFTReady labels in the following application or service categories:

- SWIFTReady Applications (such as financial applications and middleware)
- SWIFTReady Services (such as installation, implementation, integration, training, migration, system care, upgrade, support)
- SWIFTReady Consultancy (a framework that enables consultancy firms and SWIFT to develop jointly the SWIFT for corporates business)
- SWIFTReady Connectivity (shared infrastructure providers with verified security and reliability, full SWIFTNet enablement, and full customer support)

Each label has its own certification criteria, as documented in the *SWIFTReady Application Programme Overview*, the *SWIFTReady Consultancy Programme Overview*, the *SWIFTReady Connectivity Programme Overview*, and the *SWIFTReady Services Programme Overview*. SWIFT reviews applications to obtain a SWIFTReady label in line with each label's specific certification criteria, available on www.swift.com.

SWIFTNet qualified interface vendors

The status of SWIFTNet qualified interface vendor is open to vendors that want to offer a qualified interface to SWIFT users.

SWIFT reviews applications for interface qualifications in line with the qualification criteria (see "Interface Qualification Programme" on page 15).

Regional and global partners

The status of **regional partner** and **global partner** is open to partners with whom SWIFT wants to develop a joint customer value proposition. This is based on a close commercial and marketing relationship that may include the representation of SWIFT in the promotion and sales facilitation of SWIFT services and products.

Typically, SWIFT intends to reserve such partnerships to selected areas that fit SWIFT's strategic needs in specific market or geographic segments.

Generally, SWIFT reviews such partnerships against the partner's ability to generate value for SWIFT users and serve the mutual interests of SWIFT and the partner. These partnerships are subject to separate contractual arrangements.

2 Responsibilities of Partners

Expected conduct

In view of the objectives of the Partner Programme, (see "Eligibility for the Partner Programme" on page 5) SWIFT partners agree to:

- conduct their business in a way that does not adversely affect SWIFT's interests or business, products or services, goodwill, name, trademarks, or high reputation
- provide a high level of services or products to SWIFT users
- conduct their business in compliance with applicable laws, with integrity, and act in accordance with the highest professional standards

Accurate information

Partners acknowledge that many of SWIFT's services provided in the context of the programme, such as registration, publication of listings, certification, and qualification, essentially rely on information supplied by them. The partners must thus provide SWIFT with complete, accurate, reliable, and up-to-date information, and must immediately inform SWIFT of any changes to previously supplied information.

Specific responsibilities of SWIFTReady service providers

SWIFTReady service providers agree to:

- Provide SWIFTReady services to SWIFT users within a reasonable period upon their certification, and at reasonable price levels, as agreed between the service provider and SWIFT users.
- Only use training materials provided by SWIFT for their internal training and certification purposes. Any other use of such training materials (such as to deliver training to SWIFT users) is strictly reserved to SWIFT.
- Only use the SWIFT software and integration testbed for their internal training and certification purposes. Service providers that want to use SWIFT software and integration testbed for development, integration, or testing purposes, must order a separate SWIFT software licence or integration testbed from SWIFT for such purposes.

3 Titles and Logos

SWIFT registered vendor

A company admitted by SWIFT as a registered vendor may use the title **SWIFT registered vendor**.

SWIFTReady provider

A company admitted by SWIFT as a SWIFTReady provider may use the title **SWIFTReady provider**, and the awarded labels (see "SWIFTReady Certification Programme" on page 12). Depending on the obtained certification or qualification, a SWIFTReady provider may also use the more specific titles:

- **SWIFTReady Service provider** (for certified services)
- **SWIFTReady Application provider** (for certified applications)
- **SWIFTReady Consultancy provider** (for certified consultancy services)
- **SWIFTReady Connectivity provider** (for certified connectivity services)

SWIFTNet qualified interface vendors

A company that has successfully achieved final qualification of its interface, may use the title **SWIFTNet qualified interface vendor**.

SWIFT global partner

A company admitted by SWIFT as a global partner may use the title **SWIFT global partner** and the following logo:

Example of logo



SWIFT regional partner

A company admitted by SWIFT as a regional partner may use the title **SWIFT regional partner** and the following logo:

Example of logo



4 Vendor Registration Programme

Application

A company can apply for admission as a SWIFT registered vendor by completing an application form available on www.swift.com.

SWIFT will review applications within a reasonable period of time (typically within a few weeks), and request additional information or notify the company of its decision in writing.

Renewal

The registered vendor status is granted on an annual basis, until the end of the calendar year in which the registered vendor was admitted. At the end of each calendar year, SWIFT will invite all the registered vendors to renew their registration. A failure to renew such registration within 30 days after the due date indicated by SWIFT is a cause for terminating the registered vendor's participation in the Partner Programme. SWIFT registered vendors that resign or do not renew their participation in the programme within the period of time indicated by SWIFT may not apply again for admission in the same calendar year.

5 SWIFTReady Certification Programme

5.1 Scope

SWIFTReady Services

The SWIFTReady labels for certified services are available to SWIFT partners that offer SWIFT users local access to services that require specific expertise in SWIFT's services and products. Applicants for SWIFTReady service labels are subject to the additional expert certification conditions set out in "Process" on page 13. These local services include the provision of installation, implementation, integration, training, migration, system care, upgrade, and support services in respect of SWIFT software products and other SWIFTNet connectivity elements, or in relation to SWIFT's Solutions (such as, Cash Reporting, Bulk Payments, or Trade Services Utility). These services are documented in more detail in the *SWIFTReady Services Programme Overview*. A partner certified to provide such services may use the title **SWIFTReady Service provider** and the following SWIFTReady label:

Example of label



SWIFTReady Applications

The SWIFTReady labels for certified applications are available to partners that offer financial applications and middleware to SWIFT users. These applications are documented in more detail in the *SWIFTReady Application Programme Overview*. A partner certified to provide such applications may use the title **SWIFTReady Application provider** and, for example, the following SWIFTReady label:

Example of label



SWIFTReady Consultancy

The SWIFTReady label for consultancy services is available to consultancy firms that develop the SWIFT for corporates business jointly with SWIFT. These services are documented in more detail in the *SWIFTReady Consultancy Programme Overview*. A consultancy firm certified within this programme may use the title **SWIFTReady Consultancy provider** and the following SWIFTReady label:

Example of label**SWIFTReady Connectivity**

The SWIFTReady label for connectivity services is available to shared infrastructure providers that offer connectivity services with verified security and reliability, full SWIFTNet enablement, and full customer support. These services are documented in more detail in the *SWIFTReady Connectivity Programme Overview*. They may use the title **SWIFTReady Connectivity provider** and the following SWIFTReady label:

Example of label

5.2 Process

Application

A SWIFT partner can apply for a SWIFTReady label by completing an application form available on www.swift.com. The application form contains all relevant certification criteria per label. As a condition for awarding certain labels, SWIFT may request that the applicant organises an on-site visit to allow SWIFT to assess certain criteria from the application form. SWIFT acknowledges receipt of a duly completed application form, and provides a first status update generally within one month. The review of the application typically takes between 2 and 6 months depending, in particular, on whether an on-site visit is needed. SWIFT may defer its decision in a case where the applicant fails to submit satisfactory evidence of compliance with the relevant label criteria. SWIFT notifies the applicant of its decision in writing.

Expert certification for SWIFTReady Services

An approved applicant for a SWIFTReady service label is subject to additional expert certification requirements, and must confirm its participation in the expert certification phase within one month of approval of its label application.

During the expert certification phase, the partner is required to achieve expert certification according to the *SWIFTReady Services Programme Overview*. The partner must ensure that all participating staff are well-prepared for certification by attending training, and must order the relevant SWIFT services and products to prepare for expert certification.

The partner is expected to complete the expert certification phase within six months as of the confirmation of its participation in this phase. Failure to achieve certification of at least two experts within six months will be deemed as a decision by the partner to withdraw its application for the related SWIFTReady label.

Certification

Upon successful completion of the application or expert certification phase (depending on the label concerned), SWIFT confirms the obtained label to the partner.

Continued compliance

SWIFTReady services and application providers must comply with the label requirements, both at the time of applying for the label, and during the entire validity period of the label, extended by the grace period as the case may be (see the following section on Renewal).

SWIFTReady services and application providers must inform SWIFT immediately if they cannot maintain such continued compliance at any moment after being awarded the label, for instances due to expert departures, software problems or changes to their SWIFTReady services or applications.

Renewal

SWIFTReady labels are granted on an annual basis, until the end of the year in which they were granted. They must be renewed for the next year according to SWIFT's instructions.

SWIFT invites SWIFTReady services and application providers that were granted a SWIFTReady label, and that duly complied with the relevant requirements related to their label during the previous year, to renew their label for the next year.

If the procedure to renew the labels, as determined by SWIFT, extends into the next year, then SWIFTReady services and application providers can enjoy a corresponding grace period during which they may continue to use the label granted in the previous year.

6 Interface Qualification Programme

6.1 Scope

Qualified interfaces

The Interface Qualification Programme is available to partners that want to offer a SWIFTNet qualified interface to SWIFT users. The applicant acknowledges that, for interfaces where SWIFT offers qualification, it is mandatory for SWIFT users to use qualified interfaces only. Also, commercialising an interface before qualification or upon withdrawal of qualification causes those SWIFT users to breach their contractual obligations with SWIFT.

The qualification trademark

A partner can, next to its own product name, use the qualification trademark in relation to its qualified interface. The trademarked name *SWIFTNet*, the indication of the type of qualified interface, and the applicable SWIFTNet release together compose the qualification trademark.

For example, a qualification trademark for a specific FIN interface release is as follows:

SWIFTNet FIN Interface qualified for SWIFTNet 6

6.2 Process

Interim qualification

An applicant to the Interface Qualification Programme must provide SWIFT with a completed registration form and conformance statement questionnaire (available on request from SWIFT). SWIFT defines the test specifications based on the information provided in the documents submitted by the applicant. Based on the test specifications, the applicant must perform integration testing on the SWIFTNet integration testbed and provide SWIFT with the test results.

Upon verification by SWIFT whether the test results demonstrate that the interface passed integration testing and meet the applicable conformance requirements, SWIFT will:

- **When the conformance requirements have been met**

Notify the applicant of the successful interim qualification, and publish its status and conformance statement, as approved by the applicant, on www.swift.com.

- **When the conformance requirements have not been met**

Notify the applicant of the deficiencies, and request their correction within 30 calendar days for interim qualification to be successful. The qualification fee covers only one set of corrective actions and a single resubmission for interim qualification. A further fee may apply in case of additional deficiencies.

Interim qualification is conditional upon the applicant's compliance with reasonable requests from SWIFT for clarification or redrafting to ensure the completeness, correctness, or consistency of the test results.

Final qualification

The applicant must perform implementation and testing at a customer site within three months of achieving interim qualification, and submit a written report to SWIFT within 30 days thereafter.

Upon assessing the report and contacting the customer to validate its content, SWIFT will:

- **when the conformance requirements have been met**

Notify the applicant of the successful final qualification, issue a certificate of qualification, enter the interface into the qualification register on www.swift.com, and notify the applicant that the qualification trademark can now be used in connection with the qualified interface.

- **when the conformance requirements have not been met**

Notify the applicant of the deficiencies, and request their correction within 30 calendar days for final qualification to be successful.

Warranty of conformance

Because SWIFT is not in a position to test the entire set of applicable specifications (for example, SWIFT cannot perform volume testing), it is the interface vendor's responsibility to ensure that the qualified interface meets the full set of then current interface specifications, from which the conformance requirements were derived, both at the time of qualification and throughout the time the qualified interface remains qualified. If an interface vendor having obtained its interface qualification fails to ensure continued compliance with the specifications, then SWIFT can withdraw the qualification. Any demonstrable shortfall with respect to the specifications is a valid ground for withdrawal of qualification, regardless whether that shortfall passed implementation and customer site testing.

Renewal

The qualification of an interface is due for renewal in January of each year during the lifetime of the then current SWIFTNet release. A failure to renew qualification within 30 days after the due date indicated by SWIFT is a cause for removing the qualified product from the qualification register. Renewal does not require testing and is free of charge.

New qualification

The interface vendor having obtained its interface qualification must apply for a new qualification when:

- the qualified interface changes in a material aspect (including when its features are reduced)
- SWIFT changes the product standard for an interface submitted to its Interface Qualification Programme (typically in the context of a new SWIFTNet release)

The interface vendor must inform SWIFT when:

- a new vendor commercialises the qualified interface
- the name of the qualified interface changes

In these cases, if the qualified interface remains technically identical, SWIFT issues a new certificate of qualification reflecting the new name of the interface or the new interface vendor (provided that the latter also satisfies the eligibility criteria). If not, the interface requires a new qualification.

7 Benefits

General

In addition to the visible recognition towards SWIFT users that participation in the Partner Programme offers, SWIFT partners are entitled to different benefits. These include ordering, information, support, training, events, recognition, and relationship management. These entitlements are set out in the *SWIFT Partnering Overview*.

Listing

For purposes of informing the SWIFT User Community as well as promoting partners, SWIFT publishes (on www.swift.com) the lists of:

- SWIFTReady services, applications, consultancy, connectivity, and their providers
- SWIFT regional and global partners
- qualified interfaces and their vendors

SWIFT partners agree that SWIFT may publish such information.

Different levels of collaboration

SWIFT establishes a comprehensive metrics framework to measure the actual value delivered to SWIFT users by working with SWIFTReady application providers. SWIFT records these metrics in a number of scorecards. These scorecards will help SWIFT decide how best to work with different SWIFTReady application providers.

The information that SWIFTReady application providers may be asked to provide to SWIFT in the context of the metrics framework is confidential and restricted to SWIFT's internal purposes. It is not provided to third parties, and is only used to:

- measure the value of SWIFTReady applications to SWIFT users.
- compare the presence of the different providers in SWIFT's different market segments.
- help the SWIFT partner management group to concentrate its efforts on the SWIFTReady applications that offer the most value to SWIFT users.
- SWIFT reserves the right to publish the metrics framework and scorecards in aggregate form.

8 General Provisions

Licence

For the purposes and for the duration of their participation in the Partner Programme, SWIFT grants SWIFT partners the non-exclusive and non-transferable right, without the right to sub-licence, to use:

- The titles, logos, labels, and trademarks of the programme. This licence becomes effective, for the titles and the logos upon admission in the relevant partner category, for the labels upon successful certification, and for the qualification trademark upon successful qualification.
- The specifications, documentation, or any other materials provided to the partner under the programme.

Partners must use SWIFT trademarks according to the *SWIFT Trademark Guidelines* available on www.swift.com > About SWIFT > Legal > Trademark guidelines.

Partners may use the titles, logos, labels, and trademarks to identify and advertise their status, application, service, or interface. Such advertisements or public statements may not suggest or infer any appreciation or indication by SWIFT as to the quality and the effectiveness of the partner, its applications, services, or interfaces.

No ownership of any trademarks, materials, or goodwill is transferred to the partner under the programme.

Fees

The fees due by SWIFT partners for their registration, and to benefit from their other entitlements are set out in the *SWIFT Partnering Overview* available on www.swift.com > About SWIFT > Partner Corner > Apply to register as a vendor. The fees due for SWIFTRReady certification and interface qualification are set out in the *SWIFT Price List* and accompanying documents. SWIFT may amend these documents from time to time. Partners must always consult the latest version on these documents.

Companies that apply for admission as a Registered Vendor before 1 October must pay the annual registration fees for that year, without pro rata.

Companies that apply for admission as a registered vendor as from 1 October will not be invoiced the annual registration fees for that year, and will only be invoiced as from the following year.

Confidentiality

Each party must only use confidential information of the other party (such as test results relating to an interface qualification, information regarding unsuccessful applications for certification or qualification, information provided in the context of the metrics framework) for the purposes of exercising rights or performing obligations in connection with the Partner Programme. Each party shall use reasonable care to protect confidential information disclosed by the other party from disclosure to any third parties during the term of their relationship and for five years following its termination. SWIFT reserves the right to share SWIFT partner confidential information within the SWIFT group.

Warranties

SWIFT will use commercially reasonable efforts to manage its Partner Programme as set out in the programme documentation. The SWIFT partners agree that SWIFT disclaims any warranties, whether express or implied, with respect to the programme. Such warranties include those relating to fitness for purpose, continued availability, appreciation, or indication of the quality, effectiveness, or capability of the partners, or of their products and services.

Liability

Neither party shall be liable to the other for indirect damages (such as loss of profits, revenues, or missed business opportunities) related to the Partner Programme, even if advised of the possibility thereof. Each party's exclusive remedy for claims related to the programme shall be limited to proven direct damages caused by the other party's fault in an amount not to exceed EUR 30,000 (thirty thousand Euros). To be valid, a party must notify the other of its intention to file a claim no later than 18 months after the damaging event.

If a claim is brought against SWIFT by a third party (including SWIFT users) related to the product and services offered by SWIFT partners or to their use of any component of the programme (such as a partner status, title, logo, label, or trademark), then the partner shall indemnify SWIFT for any damages and costs incurred in relation to such claim, unless caused by SWIFT's fraud, bad faith, or gross negligence. The exonerations, limitations, and time-barring grounds for indirect or direct damages set out above do not apply to such claims.

Verification of compliance

For the sole purposes of verifying compliance with the present terms and conditions, SWIFT has the right, upon 10 working days' prior notice, to verify SWIFT partner's records. SWIFT maintains in confidence any information gathered during such verification and may perform the verification at the partner's premises. SWIFT performs the verification in a way that does not interfere with partner's normal business conduct. In the event that SWIFT determines that partner does not comply with the present terms and conditions, then SWIFT will require the partner to take appropriate corrective action. If the partner fails to take such action within 30 days of such notice, then SWIFT may terminate the relationship with that partner.

Data protection

Each party agrees to process the personal data obtained from the other party or relating to its staff according to applicable data protection laws. SWIFT may process personal data supplied in the course of an application for or participation to the Partner Programme for purposes relating to the operation of the programme, and provision of its benefits. SWIFT will process such personal data in accordance with its Privacy Statement, as available at the bottom of all www.swift.com pages.

Changes

To maintain flexibility in the Partner Programme, SWIFT may change the present terms and conditions upon reasonable prior notice to all SWIFT partners (including by e-mail or on www.swift.com). A partner that cannot agree to the new version of the present terms and conditions, may terminate its participation in the programme upon a one month prior notice. It is SWIFT's policy to take into account requests by a partner for changes to the present terms and conditions, and when reasonable and acceptable to SWIFT, to incorporate them into the next release of the terms and conditions. Considering the need to ensure transparency towards SWIFT users on the arrangements between SWIFT and its partners, and to apply the same rules to all participants in the programme, partners appreciate the interest of implementing all changes at the same time, by the next release of the present terms and conditions.

Applicable law and dispute resolution

The present terms and conditions are governed by Belgian law.

The parties must use their best efforts to amicably resolve any issues that may arise between them in relation to the Partner Programme. They must escalate any such issues to their highest levels of management, before attempting to solve their dispute according to the CEPANI Rules of Mediation (www.cepani.be). All disputes not solved by mediation within three months upon a party's request to initiate mediation will be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those rules (www.cepani.be). Mediation and arbitration is conducted in Brussels and in English.

9 Termination

Termination or suspension by SWIFT

SWIFT may suspend or terminate, at its discretion, a SWIFT partner's participation in the Partner Programme if the partner:

- no longer complies with the eligibility criteria of the Partner Programme
- makes any misrepresentation to SWIFT, a SWIFT user, or to a third party related to the Partner Programme
- launches a commercial financial messaging service competing with SWIFT's financial messaging services
- has been, or is in the process of being, declared bankrupt, insolvent, in liquidation, or in suspension of payments
- fails to pay fees related to the Partner Programme within 90 days of the due date
- fails to comply with the spirit or the objectives of the Partner Programme, or with any provision of the present terms and conditions after a request by SWIFT to remedy such failure

In the first three termination or suspension causes above, SWIFT may terminate or suspend the partner's participation in the Partner Programme with immediate effect. In other cases, SWIFT may terminate or suspend upon one month prior notice.

In the third termination or suspension cause above, a partner that offers SWIFTReady services or applications, or qualified interfaces, may request SWIFT to provide all information necessary to continue offering such services, applications, or qualified interfaces to SWIFT users in the form of a know-how licence. The granting of such a licence is at SWIFT's reasonable discretion, and will include appropriate confidentiality and non-use provisions at SWIFT's satisfaction to prevent disclosure or use of SWIFT's technical and commercial trade secrets, goodwill, and intellectual property for activities outside the field of use allowed by SWIFT.

Termination by the SWIFT partner

Partners may terminate their participation in the Partner Programme:

- upon one month prior notice if they do not agree to a new version of the present terms and conditions
- for convenience, upon at least three months prior written notice to SWIFT

Termination of the Partner Programme by SWIFT

SWIFT reserves the right to terminate the Partner Programme, in whole or in part, at any time upon at least three months prior written notice to all partners.

Effects of termination or suspension

Termination or suspension of a partner's participation in the Partner Programme has the following consequences, effective as from the termination or suspension date, or any later date as specified by SWIFT:

- cancellation of invitations and registrations relating to all SWIFT partner and customer events, including the partner's invitation to Sibos as an exhibiting partner
- removal of the partner's entry in the partner lists on www.swift.com and from the mailing lists for information about SWIFT services and products

- termination or suspension of all granted licences, such as licences for the User Handbook, Developers Toolkits, Integration Packs, BIC Directory data sample
- termination or suspension of all access rights, such as rights to access SWIFT online support, SWIFTNet integration testbed, FIN vendor testbed, and training courses
- revocation of all granted labels, logos, and titles
- deactivation of the partner identifier code (PIC) allocated to the partner
- obligation for the partner to destroy or return those SWIFT services and products which are still in its possession, at SWIFT's request

Termination of qualification

Any failure to comply on a continuing basis with any of the conditions of qualification must be resolved by the partner as a matter of urgency and, pending such resolution, is a valid ground to withdraw qualification, at SWIFT's sole discretion.

A withdrawal of qualification has the following consequences for the formerly qualified interface, effective immediately upon SWIFT's decision of withdrawal:

- the interface is removed from the qualification register
- the right for the partner to use the qualification trademark for the formerly qualified interface is automatically terminated
- the partner is no longer entitled to obtain support relating to the formerly qualified product
- the partner accepts that SWIFT may directly inform the SWIFT users concerned of the compliance problem and of the withdrawal of qualification and, in the case of critical problems affecting other SWIFT users, broadcast the same to the entire SWIFT User Community

SWIFT may apply any of these measures separately, as a provisional measure before ultimately withdrawing the qualification, as it deems appropriate with respect to the seriousness of the non-compliance.

Surviving obligations

Termination of a partner's participation in the Partner Programme for whatever reason shall not release the partner of any of its obligations which expressly or by implication become effective or continue to be effective after such termination, such as obligations regarding confidentiality or liability.

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