

# DRAFT Model UBL Letter Agreement and Commentary

*DISCLAIMER: This DRAFT Model Universal Business Language Letter Agreement and Commentary has been prepared for discussion purposes only. Nothing in this document is intended to constitute the practice of law or the giving of legal advice.*

This Universal Business Language Letter Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ between:

\_\_\_\_\_ a [state of organization] [corporation/partnership/sole proprietorship] with its principal place of business at \_\_\_\_\_

and

\_\_\_\_\_ a [state of organization] [corporation/partnership/sole proprietorship] with its principal place of business at \_\_\_\_\_

(“the parties”).

[As of [ \_\_\_\_\_, 20\_\_ ] [date to be agreed]], [T]he parties hereby agree that they shall [exclusively] use the following documents in accordance with the OASIS Universal Business Language (“UBL”) Standard version [number of standard] (*check all that apply*):

- |                                                              |                                                  |
|--------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Application Response                | <input type="checkbox"/> Order Cancellation      |
| <input type="checkbox"/> Attached Document                   | <input type="checkbox"/> Order Change            |
| <input type="checkbox"/> Bill Of Lading                      | <input type="checkbox"/> Order Response          |
| <input type="checkbox"/> Catalogue                           | <input type="checkbox"/> Order Response Simple   |
| <input type="checkbox"/> Catalogue Deletion                  | <input type="checkbox"/> Packing List            |
| <input type="checkbox"/> Catalogue Item Specification Update | <input type="checkbox"/> Quotation               |
| <input type="checkbox"/> Catalogue Pricing Update            | <input type="checkbox"/> Receipt Advice          |
| <input type="checkbox"/> Catalogue Request                   | <input type="checkbox"/> Reminder                |
| <input type="checkbox"/> Certificate Of Origin               | <input type="checkbox"/> Remittance Advice       |
| <input type="checkbox"/> Credit Note                         | <input type="checkbox"/> Request For Quotation   |
| <input type="checkbox"/> Debit Note                          | <input type="checkbox"/> Self-Billed Credit Note |
| <input type="checkbox"/> Despatch Advice                     | <input type="checkbox"/> Self-Billed Invoice     |
| <input type="checkbox"/> Forwarding Instructions             | <input type="checkbox"/> Statement               |
| <input type="checkbox"/> Freight Invoice                     | <input type="checkbox"/> Transportation Status   |
| <input type="checkbox"/> Invoice                             | <input type="checkbox"/> Waybill                 |
| <input type="checkbox"/> Order                               |                                                  |

[The parties may agree to use another format at any time.]

The parties have signed this Agreement as of the date written above.

Name of Party:

Name of Party:

Name of Authorized Signer:

Name of Authorized Signer:

Signature:

Signature:

# Commentary

1. This short form letter agreement is intended to make clear the parties' choice to exchange documents according to the OASIS Universal Business Language Standard. Other aspects of the parties' legal relationship are not dealt with here.
2. With regard to the date upon which documents must conform to the UBL Standard, the parties may insert a specific date if they have agreed to a specific date, or if they are not sure when the exchange of UBL documents will commence at the time they sign this agreement, then they may specify "as of a date to be agreed," or they may omit any reference to a starting date altogether.
3. The parties should consider whether they intend the use of UBL documents to be exclusive or not. If the parties choose not to make exclusive use of UBL documents, then they will need to address what processes they will use if there are apparent inconsistencies between documents received in different formats such as paper and electronic.
4. The parties should designate the version number of the UBL Standard they will use.
5. The parties should select the documents they have agreed to use by checking the appropriate boxes.
6. Even if the parties have agreed to make exclusive use of UBL documents, situations may arise after the contract has been signed which prevent the parties from exchanging documents in electronic form. The parties may insert the term "The parties may agree to use another format at any time" to address these situations. Some parties may prefer to insert more detailed descriptions of contingency plans covering such situations.
7. This letter agreement does not address issues that might arise regarding differences in format, duplication of documents, authentication of documents, system failure, or other problems. Parties may wish to address a wider range of issues relevant to their business relationship. In such a case, the operative provisions of this letter agreement might be inserted as covenants in another agreement, such as a trading partner agreement.
8. Use and distribution of this form contract is governed by the OASIS copyright policy, which follows:  
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