



# Compliance procedure

OSCRE is the trading name of Property Information Systems Common Exchange Standard Limited, a non-profit company registered in England & Wales and limited by guarantee.

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Please refer to [www.oscre.org](http://www.oscre.org) for further information

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# Version History

No.	Initials	Date	Description
01	CW	2007-06-21	New Document
02	RF	2009-02-09	Added new compliance certificate
03	TB	2010-02-22	Updated to OSCRE

# 1. Introduction & Purpose

This document is intended for any organisation who maintains a software application that they wish to be compliant with an OSCRE Standard, and to exchange data with other OSCRE compliant software applications.

It covers:

- Scope of Compliance (section 2);
- Application for Compliance (section 3);
- Award of Compliance (section 4);
- Demonstrating Interoperability (section 1);
- Dispute resolution (section 6).

## 2. Scope of Compliance

Compliance is the process by which we independently test and validate XML files for validity against the respective OSCRE Standard.

A register of compliant software applications and the OSCRE Standards for which this compliance applies is publicly available on the website.

Compliance testing is limited to checking of the XML syntax and content. Some Business Rules can be checked, but full interoperability, even when two systems can both produce and handle compliant XML files, can only be achieved with trading partner testing and de-bugging. Please see section 5 on *Interoperability* for more details.

Compliance is version based and so does not 'expire' by date.

Compliance applies to a particular message exported by a specific version of a specific system which validates against a specific version of the respective OSCRE Standard.

For Compliance to remain current, re-testing is required if the version of the software application changes, or if a new version of the OSCRE Standard is released.

Compliance is not offered for Pilots against drafts of any OSCRE Standard.

## 3. Application for Compliance

To apply for a Compliance Validation the applicant must complete the 'Application for Compliance' form available via the online Compliance test tool. The URL of this test tool, together with a user guide, can be found on the 'Compliance Software' page of our website.

The Technical Team may also request further supporting documents.

### 3.1 Terms and Conditions of Compliance

All applicants must agree to abide by the Terms and Conditions of the Compliance Certificate. These can be found in full at Appendix 1, but in summary the applicant agrees to:

- Resolve any future interoperability issues (if necessary) by:
  - o Submitting to the Dispute Resolution procedure, contained herein (section 6); and
  - o Contributing to any workgroup needed to amend the OSCRE Standard.
- Provide dummy export files for the test area of the website, if requested.

## **4. Award of Compliance**

For submissions that pass the validation, applicants:

- Will have their Compliance details listed on the website;
- Will be recognized as having Compliant exports in OSCRE communications (reports and presentations);
- Can reference their Compliance in their own marketing materials, using the OSCRE Compliant logo on the terms set out in Appendix 1;
- Can prepare a Press Release for which OSCRE will provide a quote; and
- Will receive a copy of their Certificate of Compliance.

## **5. Interoperability**

Compliance testing is limited to checking of the XML syntax and content. Some Business Rules can be checked but, given the complexity of the OSCRE schemas and the business solutions in which they are used, even when two systems can both produce and handle compliant XML files, full interoperability can only be achieved with trading partner testing and de-bugging.

### **5.1 Interoperability Case Studies**

Rather than attempting to provide a complex register of Interoperable systems and business processes, we prefer to allow users to provide case studies of implementation where systems using OSCRE Standards are exchanging data to fulfil a business need.

We encourage Case Studies to be completed with input from the OSCRE marketing and technical staff and for them to include and be signed-off by users of a vendor's software package (i.e., the client that owns the data which is imported/exported using the software package).

## **6. Resolving Issues**

The majority of issues that arise when exchanging standard messages between tested systems, and prevent systems being interoperable, stem from mis-interpretations of the OSCRE Standard.

One of the conditions attached to applying for Compliance and holding a valid Certificate of Compliance is a commitment to resolve such issues

### **6.1 Informal Resolution**

We have set out the mechanism for resolving any issues surrounding an alleged "non-conformity" of a software application, during the interoperability process.

A non-conformity is here defined to be anything that prevents or restricts a software application's interoperability with the OSCRE Standards.

We would encourage the parties to first attempt to resolve the problem, informally and amicably.

The OSCRE Technical Team does not need to be informed at this stage, although this is at the discretion of either party.

Any resulting Requests for change to the OSCRE Standard can be jointly submitted through the usual channels (available on request).

## 6.2 Formal Dispute Resolution

If a compromise or solution cannot be found within 15 working days (or less if agreed by the parties), then either party may escalate the issue to the OSCRE Technical Team and request formal arbitration.

The party who initiates the Dispute Resolution procedure must be:

- A current user of a software package<sup>1</sup>, or an authorised agent acting on his behalf, **And**, either:
  - o a current OSCRE Member; or
  - o a party possessing a current and valid Certificate of Compliance of a software application.

Therefore a customer of a software package (user/client) who wants to register a complaint but is not a member, must either press the software supplier to complain (if the supplier is either a member or licensed) or take membership himself.

Any non-conformity reported will be investigated by the OSCRE Technical Team who will propose a solution and a timescale within which it must be carried out.

Either party has the right to appeal the decision to the relevant Board who may elect a sub committee of Board members or other suitably qualified individuals from the Executive Membership to further investigate the non-conformity and report back to the Chairman whose ruling will be final.

In the event of either party failing to act in accordance with the directions above and within the stipulated time frames, then OSCRE reserve the right to remove the status of 'Compliant' from the relevant software application.

### 6.2.1 Costs

Dispute resolution costs will be charged at the current OSCRE Technical Team daily rate, which will be provided upon request.

If, as a result of the investigation, the OSCRE Technical Team decides that one party is clearly at fault then they will bear the cost of the dispute resolution.

However if the OSCRE Technical Team decides that the dispute stems from ambiguity in the OSCRE Standard, then the cost may be waived.

### 6.2.2 Amendments to the OSCRE Standard

If dispute resolution costs are waived we may request that both parties involved in the dispute commit to participate in and contribute to any Workgroup that is formed to solve the problem within the OSCRE Standards. Both parties agree to use their reasonable endeavours to participate in these Workgroups.

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<sup>1</sup> (i.e., an organisation that is sending and receiving data using the software package)

# Appendix 1: Terms & Conditions of Compliance Certification

These Terms & Conditions will govern all applications for certification that a software application is OSCRE Compliant, and all applicants agree to be bound by them:

1. The complexity of the business solutions in which OSCRE Standard schemas are used means that compliance certification does not necessarily guarantee full interoperability. Please see the relevant pro forma Certificate of Compliance (at Appendix 2) for further conditions and limitations that apply to compliance certification.
2. For compliance to remain current, re-testing is required if the version of the software application changes, or if a new version of the OSCRE Standard is released.
3. PISCES Ltd grants to any party who successfully applies for a Certificate of Compliance of their Software Application, the non-exclusive, royalty free, revocable right to display the OSCRE Compliant logo on its marketing materials whilst the Certificate of Compliance remains valid and until a new application for certification of compliance needs to be made. This OSCRE Compliant logo will be sent to the applicant electronically, on request, following the issue of a Certificate of Compliance.
4. In addition to technical compliance, applicants who apply for certification of their software application as compliant agree that if a 'non-conformity' occurs when using an OSCRE Standard to pass data between two certified compliant software applications, then both parties will use their reasonable endeavours to reach a compromise solution and rectify the non-conformity as set out below.
5. Informal dispute resolution
  - 5.1 We have set out the mechanism for resolving any issues surrounding an alleged "non-conformity" of a software application, during the interoperability process. A non-conformity is anything that prevents or restricts a software application's interoperability with the OSCRE Standards.
  - 5.2 We would encourage the parties to first attempt to resolve the problem, informally and amicably.
  - 5.3 The OSCRE Technical Team does not need to be informed at this stage, although this is at the discretion of either party.
  - 5.4 Any resulting requests for change to the OSCRE Standard can be jointly submitted through the usual channels (available on request).
6. Formal dispute resolution
  - 6.1 If a compromise or solution cannot be found within 15 working days (or less if agreed by the parties), then either party may escalate the issue to the OSCRE Technical Team and request formal arbitration.
  - 6.2 This request must be made to the OSCRE Technical Team, on the Request for Arbitration form.
  - 6.3 The party who initiates the Dispute Resolution procedure must be:
    - 6.3.1 A current user of a software package, or an authorised agent acting on his behalf; and

- 6.3.2 Either a current OSCRE Member or a party possessing a current and valid Certificate of Compliance of a software application.
- 6.4 Any non-conformity reported will be investigated by the OSCRE Technical Team who will propose a solution and a timescale within which it must be carried out.
- 6.5 Either party has the right to appeal the decision to the relevant Board who may elect a sub committee of Board members or other suitably qualified individuals from the executive membership to further investigate the non-conformity and report back to the Chairman whose ruling will be final.
- 6.6 In the event of either party failing to act in accordance with the directions above and within the stipulated time frames, then OSCRE reserve the right to remove the status of 'Compliant' from the relevant software application.
- 6.7 Costs of dispute resolution
  - 6.7.1 Dispute resolution costs will be charged at the current OSCRE Technical Team daily rate.
  - 6.7.2 If, as a result of the investigation, the OSCRE Technical Team decides that one party is clearly at fault then they will bear the cost of the Dispute resolution.
  - 6.7.3 However if the OSCRE Technical Team decides that the dispute stems from ambiguity in the OSCRE Standard, then the cost may be waived.
- 6.8 If dispute resolution costs are waived we may request that both parties involved in the dispute commit to participate in and contribute to any Workgroup that is formed to solve the problem within the OSCRE Standards. Both parties agree to use their reasonable endeavours to participate in these Workgroups.
- 7. These terms & conditions and any matter arising from or in connection with them shall be governed by and construed in accordance with English law. The parties irrevocably agree to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with these terms & conditions.

# Appendix 2: Compliance Certificate



# OSCRE Compliant

## CERTIFICATE OF COMPLIANCE

Issued by the Open Standards Consortium for Real Estate (OSCRE) in recognition of the demonstration of compliance of the following Software Application with the OSCRE Standard:

**Company:** OSCRE

**Software Application name:** OSCRE System 1.0

**OSCRE Standard Specification(s):** Lease Abstract (V1.1)

**Test Date:** 22nd February 2010

**THIS IS TO CERTIFY THAT** the Software Application has been submitted by the above named Company and has been tested against the OSCRE Standard.

The Software Application has demonstrated that it is suitable for standardized information exchange, with the OSCRE Standard whereby it can accurately export XML files to the OSCRE Standard.

OSCRE has tested the output of the Software Application and at the Test Date stated above, the Software Application complies with the OSCRE Standard.

Issued by:

Catherine Williams, OSCRE CEO

Validated by:

Tony Bennett, developer & infrastructure support

### Limitations

The Software Application has been certified compliant on the Test Date based on the following assumptions: 1. The test records exported by the Company have been truthfully and accurately reported on by the Company to PISCES; 2. Any modification to the Software Application after it has been certified compliant may result in it no longer achieving the standard for interoperability and a new application for certification of compliance will need to be made. This certificate confirms the potential for interoperability. However any implementation of the Software Application between two parties must be tested and verified in its final delivered state. All information contained in this certificate is accurate to the best of our knowledge as of the Test Date.

