



ISLAMIC REPUBLIC OF AFGHANISTAN

DA AFGHANISTAN BANK

**AFGHANISTAN INTERBANK PAYMENT
&
SECURITIES SETTLEMENT SYSTEM
POLICY**

(AIPSSS)

**SYSTEM RULES
&
PROCEDURES**



2017

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Chapter One: General Principles and objectives

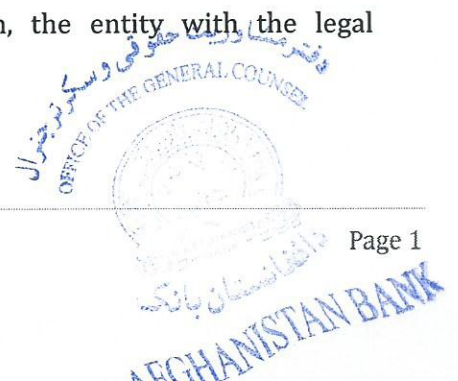
ARTICLE 1

- (1) The ATS is the Afghanistan National Automated Transfer System. The ATS will ensure the final (and irrevocable) gross settlement of the Payment Instructions initiated by Participants either as individual transactions or as bulk transactions exchanged between Participants; as well as the final (and irrevocable) settlement of net positions resulting from Net Settlement Instructions (NSI); the final (and irrevocable) settlement of transactions involving government securities processed through the Central Securities depository system (CSD) maintained by Central Bank of Afghanistan (Central Bank).
- (2) Cheque files are encapsulated in Electronic Cheque Presentment (ECP) files and include both Cheque data and Cheque images (front and rear). The files are subsequently exchanged through a dedicated Virtual Private Network (VPN).
- (3) The Participants of the ATS act in their own name. In order to become a Participant, an institution shall comply with the criteria on operational capacity, financial soundness, legal soundness and financial requirements as detailed below in Chapter 2, Access criteria and conditions.
- (4) The "Rules" shall mean these Rules, Procedure and each related Annex and attachment thereto and hereto, as supplemented by related materials, including User Manuals, system documentation and other documentation provided (the Materials). Any of these Materials may be amended from time to time. If there is a conflict between these Rules and any Annex, the terms of the Annex will prevail in respect of the relevant Service.
- (5) All time indications in these rules relate to the time at the place where the head office of Central Bank is located.
- (6) The specific terminology of ATS and the acronyms used are explained in the Glossary to these Procedures & Rules.

ARTICLE 2

ROLE OF CENTRAL BANK

- (1) Central Bank is the System Operator of the ATS Platform, the entity with the legal responsibility for controlling, managing and operating the ATS.



- (2) In its capacity as the Central Bank, administers the Settlement Accounts, provides intraday liquidity and facilities to ensure efficient and sound clearing and payment systems. In this respect, Central Bank co-ordinates and oversees the payment systems active in Afghanistan, and acts as a settlement agent in its capacity as System Operator of the ATS.
- (3) In its capacity as System Operator, Central Bank shall be responsible for the authorization to participate in the ATS the establishment and maintenance of these Rules and Security Procedures; and the authorization of operating standards and procedures of the Platform. DAB will control the correct execution of these Rules by the Participants.
- (4) Central Bank is also the Technical Operator of the Platform. DAB, as Technical Operator will administer the operation of the daily business cycle, manage the creation of reports and charts and will be responsible for the security of ATS data, software and infrastructure, including managing backups and fallback situations.
- (5) DAB can, at its own discretion, delegate operational tasks to third parties. This delegation does not affect DAB's responsibility towards the Participants for the activities concerned.

ARTICLE 3

GENERAL PROVISIONS

These rules may be cited as the rules of the DAB Interbank Payment & Settlement which is operated by the Central Bank of Afghanistan. These rules are issued under the provisions of article 87 of the National Payment System Proclamation.

- (1) ATS ensures the final (and irrevocable) gross settlement of: (i) the Payment Instructions initiated by Participants either as individual transactions or as bulk transactions exchanged between Participants; and (ii) the final (and irrevocable) settlement of net positions resulted from deferred net settlement systems (DNS) such as those from the Afghanistan Commodity Exchange.
- (2) The "Rules" shall mean these Rules and each related Annex and attachment thereto and hereto, as supplemented by related materials, including User Manuals, system documentation and other documentation provided (the Materials). Any of these Materials may be amended from time to time. If there is a conflict between these Rules and any Annex, the terms of the Annex will prevail in respect of the relevant Service.

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- (3) All time indications in these rules relate to the time at the place where the head office of the Central Bank of Afghanistan is located.
- (4) The purpose of this document is to clearly and unambiguously define the rules and regulations for the governance of participants and their activities in the ATS.
- (5) This rule shall be applicable to participants which are authorized by the Central Bank of Afghanistan to participate in the ATS and which have signed the participant's agreement of the system rule.
- (6) Where any inconsistency arises between these Rules and the Procedures, these Rules will prevail.
- (7) Headings are inserted for convenience of reference and do not alter the interpretation of these Rules.
- (8) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendments to, re-enactment of, or replacement of that legislation.
- (9) The Participants of ATS act in their own name. In order to become a Participant, an institution shall comply with the criteria on operational capacity, financial soundness, legal soundness and financial requirements as detailed below in part 2 (Access criteria and conditions).
- (10) Words importing one gender include the other gender.
- (11) The plural number includes the singular and vice versa.

Article 4

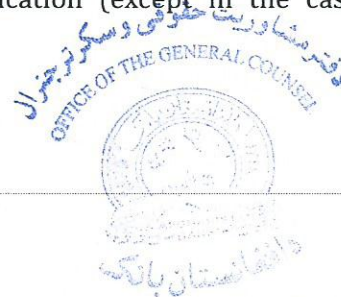
Acronyms

- (1) **"Account Transfer"** means the transferring of funds between the settlement account of one Participant and another Participant or the DAB.
- (2) **"Audit Trail"** means a sequential record of events having occurred in the system.
- (3) **"Authentication"** means the methods used to verify the origin of a message or to verify the identity of a participant connected to a system and to confirm that a message has not been modified or replaced in transit.

- (4) **"Authorization"** means the confirmation by a system or supervisor that a User has the right to perform a predefined action.
- (5) **"Beneficiary"** means the final recipient of funds credited to a receiving bank's settlement account as a result of a Payment Instruction;
- (6) **"BIC or SWIFT BIC"** means a Bank Identification Code provided by SWIFT or a pseudo code that uniquely identifies all financial institutions.
- (7) **"Collection Orders"** means transactions which debit one Participant Settlement Account and credit another Participant or customer of a Participant. They may be required because of regulatory infringements by a Participant, a Court Order, tax deductions and other reasons. They are executed using Participant Debit and/or Participant Transfer transactions initiated by the DAB.
- (8) **"Constraining Events"** means events which affect the ability of any Participant to participate to the normal and usual extent in sending and receiving payments.
- (9) **"Contingency Event"** means any event which disrupts normal processing to the extent that contingency procedures are brought into effect. The DAB shall have the right in its sole discretion to determine and warn Participants that a Contingency Event has occurred. This may or may not include transfer of operations to the ATS backup site and/or running ATS in stand-alone mode, without communication links to other systems.
- (10) **"Court"** means a court within the jurisdiction of Afghanistan.
- (11) **"Dispute"** means a difference between two Participants; or among two or more Participants, arising out of, or in any way connected with, these Rules.
- (12) **"Afghanistan Automated Transfer System" or "ATS"** means the clearing and settlement system that combines the functions of Real-Time Gross Settlement (RTGS) for high value/urgent payments with those of an Automated Clearing House (ACH) for Bulk/Low value payments and the CSD.
- (13) **"Force Majeure Event"** means any event which occurs due to reasons beyond the DAB's control that cannot be overcome by reasonable diligence and without unreasonable expense and including, but not limited to, any natural, technological, political or similar cause.
- (14) **"Insolvency"** means the inability of a participant to pay all its debts as and when they become due and payable.

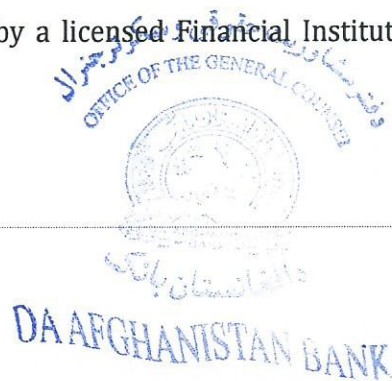


- (15) **"Intraday Liquidity"** means funds which can be accessed during the business day usually to enable participant financial institutions to make payments in real time and must be reimbursed within a period of less than one (1) business day.
- (16) **"Intraday Liquidity Facility" or "ILF"** means the facility available to ATS participant financial institutions where they may request, and the DAB may provide at its sole discretion.
- (17) **"Materials"** means all materials provided by the DAB to Participants to enable them to use ATS or to facilitate its use. They include but may not be confined to logical and physical access to the system, e-tokens and system documentation.
- (18) **"Minimum Account Balance"** means the minimum amount which must be held in the Participant's Settlement Account at the end of the Operating Day.
- (19) **"DAB"** means the Central Bank of Afghanistan.
- (20) **"Net Settlement"** means the settlement of a number of obligations or transfers among Participants on a net basis.
- (21) **"Notifiable Event"** means in respect of the participant:
1. Its making a general assignment for the benefit of, or entering into a reorganization, arrangement or composition with, its creditors; or
 2. Its admitting in writing its inability to pay its debts as they become due from its own money; or
 3. Its seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property; or
 4. The presentation or filing of an application in respect of it:
 - a) In any court or before any agency alleging or for its bankruptcy, winding up or liquidation (or any analogous proceeding) unless it can be demonstrated by the participant to be vexatious or that it is otherwise unlikely to result in the liquidation of the participant in either case within a period of time to be specified by the DAB;
 - b) Seeking any reorganization, arrangement, composition, readjustment, administration, liquidation, dissolution or similar relief, under any present or future statute, law or regulation, such application (except in the case of an



application for liquidation or any analogous proceeding) not having been stayed or dismissed within 30 days of its filing; or

- c) The appointment of a receiver, administrator, liquidator or trustee or analogous officer of it over all or any material part of its property.
 - d) The appointment of a receiver/manager under any regulation;
 - The occurrence of any event having a substantially similar effect to any of the events specified in subparagraph 1 to 4 and a-b above under the law of any applicable jurisdiction;
 - A system failure that renders the participant unable to send its normal level of payment message through the ATS;
 - If the participant has good reason to doubt its authority or ability to continue to make payments or send payment messages through ATS.
- (22) **“Operating Certificate”** means a document issued by the DAB confirming that the Participant has successfully completed all Member Trials and conforms to the minimum requirements to be an ATS participant
- (23) **“Operating Day”** means any day in which the DAB is open for the clearing and settlement of transactions between Participants and on which ATS is operating to process Payment Instructions and account transfers.
- (24) **“Operating Hours”** means the hours in which the ATS is in operation.
- (25) **“Participant”** means any authorized legal body which, in accordance with these rules, is making participation in the ATS.
- (26) **“Participant User Group”** means a group of authorized representatives, one from each participant that will meet as determined by the Participant User Group under the chair of the Central Bank of Afghanistan.
- (27) **“Payment Instruction”** means any instruction initiated by a Participant to debit its Settlement Account and credit the account of a Participant in a form specified in the Procedures.
- (28) **“Real-Time Gross Settlement”** or “RTGS” means the processing, clearing and settlement of payment obligations in real time on a gross basis.
- (29) **“Reserve Account”** means a statutory account held by a licensed Financial Institution (Banks) with the DAB.



- (30) **"Settlement" or "Finality"** means, in respect of a Payment Instruction or Account Transfer, the successful posting for value of a debit and credit to the relevant Accounts of the amounts notified in the Payment Instruction or Account Transfer.
- (31) **"Settlement Account"** means a settlement account maintained in ATS by the DAB on behalf of the Participant.
- (32) **"Services"** means the services provided to Participants through use of the functionality of ATS.
- (33) **"User"** means an authorized person or the designee listed in the relevant user register and thereof duly authorized to receive, transmit and/or confirm data and instructions within the limits, if any, specified on the applicable User application form of a User.

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Chapter Two: Participation and Access Conditions

ARTICLE 5

(1) **Participants** of the DAB will be classified into two or three tiers;

The participation in the ATS could be direct or indirect, where: (i) direct participants are allowed to undertake financial transactions on their and others behalf with other participants in the system; and (ii) indirect participants undertake payment transactions through direct participants' subject to an agreement entered into by both parties,

i. Direct participant:

These are participants who have connection to the system and can send messages such as settlement instructions, orders and queries. Direct participants can register investors (clients).

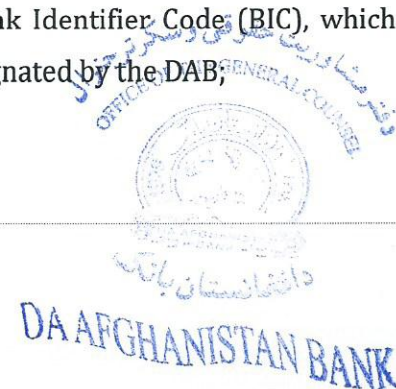
ii. Indirect participant:

Indirect participants have connection to the system but they are not allowed to send messages. Direct participant will send messages on behalf of indirect participants via Operational workstation for Participant installed at DAB premises.

Other participant types are based on main participant types and include Central Bank, Ministry of Finance, Administrator, Depository system, Payment system, trading system (external Stock Exchange System). System administrator can register participants of any type and assign to them any roles using Back office workstation. System supports interaction with participants via VPN.

(2) Direct participation in the ATS is allowed to authorized commercial banks or any other participant provided that it fulfils all the eligibility conditions as the case may be;

- It maintains a settlement account with the DAB;
- It has the SWIFT and/or VPN connectivity requirement, and must be connected via a Work Station as specified in Annex 2 to these Rules, and configured to exchange messages with the central ATS system;
- Each Participant shall have a SWIFT Bank Identifier Code (BIC), which will conform to the bank identifier codes designated by the DAB;



- Clearing House, and Office of the Accountant General will use pseudo-BICs allocated within ATS;
- It has the required technical and operational capability;
- It has executed, and has agreed to be bound by the terms and conditions of, participant agreements and these rules.

ARTICLE 6

(1) Participant must also satisfy all the requirements below in order to qualify for direct access.

Direct Access – Settlement Account plus Access to Intraday Credit

Participants must:

1. Be licensed under the Domestic Banks and Financial Institutions Act;
2. Meet capital adequacy requirements;
3. Meet liquidity requirements; and
 - a) Maintain a settlement account at the DAB.
 - b) Must maintain liquid funds of not less than three times the average maximum daily value.

(2) In addition to satisfying the requirements under Tier 1 and 2, a participant must also meet the requirements below:

- Has and demonstrates practices, internal risk management controls or any other factor or condition that would safeguard against or do not create undue risk to the system;
- Satisfies the minimum operating and technical capabilities necessary for direct participation including the ability to submit, amend and rescind instructions;
- Has adequate contingency plans in the event of its inability, or to satisfy the capital, liquidity or other financial requirements for settlement in the system; and
- Has adequate contingency plans for maintaining its operational capabilities if a natural disaster, operational or technical failure, or other extraordinary event occurs.

(3) Clearing Houses will be permitted access to the system solely for the purpose of submitting Net Settlement Instructions (net settlement instructions) to the RTGS element of ATS for settlement, provided they have agreed to be bound by the terms and conditions of participant agreements and these rules. They will not have settlement accounts with the DAB.

- The DAB will accept the automatic submission by approved Clearing Houses of correctly formatted and authorized net settlement files to ATS.

(4) Each participant is deemed to be financially sound if listed on the relevant official list published by the competent supervisory authority.

(5) A list of all approved participants may be found in Annex 1.

- Each potential participant seeking admission to the ATS is required to forward its application to the DAB on the prescribed form (in Annex 3);
- The DAB shall examine the application against the eligibility criteria and any other criteria issued from time to time;
- The DAB may accept or reject an application. It will inform the applicant of the reasons for rejection and give a reasonable opportunity for amendment,

(6) If an application is accepted;

- The applicant must sign the agreement to be bound by the rules and regulations for participation in ATS;
- The applicant must be ready and able to pay any fees and charges, which are going to be determined from time to time by the DAB;
- The DAB shall decide the admission date and notify all ATS participants;
- The DAB shall not be obliged to supply to Participants any hardware or operating system software to enable utilization of the Services. The Participant shall install and configure any necessary components such as an initial set of e-tokens and related software to support the ATS software in accordance with the DAB's instructions;
- The Materials provided in connection with the Services (including, for example, access to ATS) are the exclusive and confidential property of the DAB;

- The Participants agree to keep these Materials confidential, to limit access to their employees (under a similar duty of confidentiality) who require access for the proper use of the Services, and to use all Materials in the manner designated therein and in the ordinary course of their business, and not to modify any.
- (7) Participant's ATS work stations have to comply at all times with the minimum configuration requirements as detailed in Annex2 of these Rules.
- (8) The Participant shall at no time have any proprietary interest in the ATS software and supporting components must be returned by the Participant to the DAB on termination.
- (9) The DAB may make a review on the participation of a Participant in ATS, as well as the maintenance of this participation, dependent upon the successful outcome of tests demonstrating that the Participant has the operational and technical capacity required (notably with regard to its IT systems and telecommunications).
- (10) The group of participants include: The Central Bank of Afghanistan, authorized Commercial banks, authorized microfinance institutions, clearing houses and the Central Bank of Afghanistan's clients (in the first instance these are the Ministry of Finance and Economic Development and the Afghanistan Revenue and Customs Authority).
- (11) Each participant shall provide or ensure that:
- It has fallback IT equipment for treasury management, accounting and access to the Central ATS system;
 - Both primary and fallback IT equipment are operated by fully qualified personnel;
 - Its computer interface will function in accordance with standards and protocols (to be provided by the DAB);
 - No computer interface will be implemented unless it has been approved by the DAB;
 - Any primary or fallback connection linked to ATS may be located only in a location in which, as determined by the DAB, there are adequate arrangements for on-site review of a Participant's payment processing and computer facilities, adequate access to digital telecommunications facilities, adequate arrangements for necessary authentication and security devices, and adequate assurances that



operation of the System will not be subject to interruption or interference by internal or external political developments;

- The location of a primary or fallback connection shall not be a valid reason for requesting an extension of ATS operating schedule;
- Any Participant wishing to change the location or the operational characteristics of its primary or fallback computer must present a proposed plan describing the change and obtain the prior approval of the DAB.

ARTICLE 7

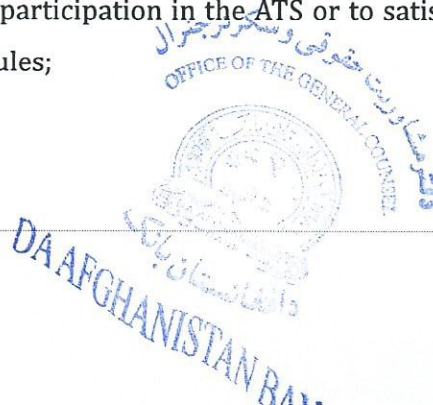
SUSPENSION AND TERMINATION OF PARTICIPANTS

(1) A participant's suspension will cause the immediate freezing of its settlement account or any settlement account under its control and the DAB may suspend a participant from the system for the following reasons:

- Failure of a participant to comply with or breach any of the provisions of these rules;
- Failure of a participant to maintain the connectivity with the ATS;
- Failure of a participant to effect any payment through ATS for three consecutive months;
- Where the DAB has the opinion that the participant can cause:
 - 1) Unreasonable risk to other participants, the DAB or the National Payment System as a whole; or
 - 2) A problem to the smooth functioning of the ATS.

(2) The DAB shall suspend a Participant if it determines, in good faith, on the evidence available to it, that the participant is in such financial or operating condition that its continuation as a participant would cause a significant disruption to the services or would jeopardize the interests of ATS or other Participants. The occurrence of any of the following events will lead to an automatic suspension, where:

- The participant ceases to be eligible for participation in the ATS or to satisfy the qualifications or standards set by these rules;



- The participant commits a breach of the provision of these Rules and Procedures that the DAB in its discretion considers to be a significant breach;
 - The registration or license of the participant has been cancelled or suspended by a regulatory body;
 - An application in respect of it, is presented or filed in any court or before any pertinent agency alleging for its bankruptcy, winding up, or the appointment of a receiver or liquidator;
 - The participant is making a general assignment for the benefit of, or entering into a reorganization, arrangement or composition with its creditors.
- (3) The DAB may suspend a participant if the participant fails, to act in accordance with the rules, procedures and user guides including:
- if it fails to comply with all the conditions of membership or where it is in breach of these Rules;
 - if it fails to settle agreed fees and charges as set out by the DAB;
 - if its continued participation in the system is likely in the opinion of the DAB to hinder the satisfactory functioning of the system
- (4) A Participant whose access to ATS is suspended under this section is not entitled to participate in ATS, but it still has a right to access his data outside the system via a request to the DAB.

ARTICLE 8

- (1) Participant can request suspension where, due to temporary technical or other serious operational issue, it believes it is temporarily unable to fulfill its obligations under these Rules.
- (2) The DAB shall not have any liability to any participant, including the suspended participant, for any act or omission in relation to the suspension of a participant. Each participant irrevocably releases the DAB from any such liability.
- (3) The DAB shall not be liable to a participant for any loss, damage, cost, expense, liability or claim suffered or incurred by the participant arising from the suspension of a participant or

the exercise by the DAB of its discretion whether or not to suspend a participant, including any loss of opportunity, profit, market, goodwill, interest or use of securities, or any other special, indirect or consequential loss, damage, cost, expense, liability or claim.

- (4) If a suspended participant has a positive balance credited to any account, then the DAB shall exercise the right of retention in respect of any such positive balance.
- (5) If a participant who is suspended by the DAB appeals the suspension, the DAB shall give the participant an opportunity, within 10 business days after the effective date of the suspension, to make representation.

ARTICLE 9

- (1) A participant cease to take part in the ATS due to the following reasons:

- On resignation;
- On becoming insolvent or making an arrangement or composition with creditors generally;
- Being wound-up, dissolved or otherwise ceasing to exist;
- When the DAB decides at its discretion to terminate the participation in accordance with these Rules.

- (2) A Participant may, by way of an irrevocable notice in writing to the DAB, resign with effect from a date, which is 15 Business Days after the date of the service of the notice. However, all banks who wish to be licensed and operate in Afghanistan, must maintain their participation in the ATS.

- (3) Access to ATS can be terminated by the DAB in writing to the defaulting Participant with immediate effect, unless agreed otherwise, no other formalities or court intervention being required, if all of the following conditions have been fulfilled:

- A Suspension Event has occurred in respect of that Participant and has not been remedied within a reasonable period;
- If that Participant is subject to prudential supervision and the DAB has consulted with the relevant supervisor regarding such termination



- The DAB is not obliged to give any reasons for such decision and may revoke any such notice at any time before it becomes effective.
- Any termination of access to ATS shall not affect any right or liability arising under these Rules prior to the time such termination takes effect or arising in respect of any act, matter or thing occurring prior to that time.

(4) A Participant whose access is terminated pursuant to this section shall continue to be bound by these Rules in respect of:

- Any act, matter or thing occurring prior to the time such termination takes effect or as a result of such termination;
- Any fees, costs, charges and expenses which may be levied on, or which are to be reimbursed by Participants in accordance with these Rules in respect of periods which commence prior to the time such termination takes effect or which relate to any such act, matter or thing;
- Any rights of set-off, counterclaim or combination, which are available at law, upon any termination of the access of a Participant;
- The terminating Participant must immediately pay all sums of money (if any) owed by it to any other Participant in respect of obligations arising from the exchange of payments;
- All sums of money (if any) owed to it by any other Participant in respect of all such payments exchanged must be paid by that other Participant to the terminating Participant;
- Any Participant whose access is terminated immediately ceases to be entitled to effect exchanges in the ATS in accordance with these Rules.

(5) A Participant whose access is terminated or suspended shall not be entitled for a refund of all or part of any entrance, operating or other fee, which has been paid in terms of the agreement to participate in the ATS or these rules.

(6) Upon the termination of a participant, the DAB:

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- Will immediately notify all Participants (by the most expeditious means available) of any termination under this section;
- Is free to charge an exit fee in accordance with the Participant Agreement;
- Shall provide an opportunity to that Participant to make submissions of appeal regarding such termination.

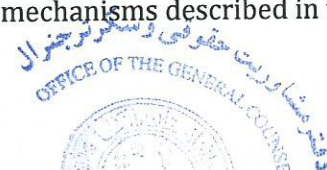


Chapter Three: Roles and Responsibilities of DAB

ARTICLE 10

As System Operator the DAB has the following roles and responsibilities:

- (1) Checking the Payment Instructions received in accordance with these Rules and the System Documentation;
- (2) Once a payment instruction is technically accepted, ensuring the integrity, security and confidentiality of the payment process until the Payment Instruction is dispatched to the Addressee;
 - Keeping a record of all Payment Instructions according to the relevant legislation;
 - Taking all necessary reasonable measures to protect its computer system or to prevent it from being out of order and endeavoring to offer as quickly as possible, upon every breakdown or important Constraining Event, a solution to the problem by carrying out the appropriate fallback procedures;
 - If the measures under sub paragraph-2 of article 9 above have been taken, the DAB is no longer responsible for the possible breakdown or Constraining Event, even temporary, for any reason, of the computers or the programs it uses or places at the disposal of its Participants for the processing of their domestic or cross-border payments, nor for the destruction or erasing of data stored in the computers or for possible fraudulent use thereof by third parties;
 - Making available to the Participants the updated information concerning their payment flows and their current account as generated by the system;
 - The DAB may request Participants to provide additional information relating to their payment flows, liquidity and Collateral management;
 - The DAB is not responsible for damages resulting from messages containing errors or for errors which cannot be detected by the mechanisms described in the System Documentation;



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- Providing a first level help desk to support the operation of the central system and the Participant work station in normal circumstances;
- If there is a transmission problem, Participants shall contact, as appropriate, the Help Desk of the DAB;
- The DAB is responsible for any irregularities detected and reported by Participants during the normal monitoring of the proper progress of their transaction;
- The DAB shall furthermore centralize and monitor all information and support requests and problem reports addressed to the providers;
- The DAB may impose on participants charging and billing procedures. Details of prices and pricing parameters will be clearly set out and the DAB will inform participants of any changes or amendments subject to prior notification;
- The DAB may impose administrative fees and penalties against Participants that are not complying with the provisions of these Rules;
- The DAB may require on a regular basis the submission of audit reports and working documents;
- The DAB shall also assess compliance with these Rules;
- The DAB may subcontract its audit and related functions to third party;
- The DAB can introduce new Participants into the ATS or modify the data of a Participant.

To the extent not inconsistent with applicable law, the DAB shall be liable hereunder only for its failure to act with good faith or to exercise reasonable care.

ARTICLE 11

- (1) The DAB shall not be liable for delay or failure in performance by, nor the accuracy of (nor shall it be under a duty to verify the accuracy of) any data or instructions provided by the Participant or a third party. Under no circumstances shall the DAB be liable for any indirect,

incidental or consequential loss (including loss of profit) even if advised of the possibility of such loss.

(2) The liabilities of the DAB as Technical Operator are limited to:

- the correct operating of the system as described in its User and Technical Manuals;
- securing by means of adequate devices and procedures the system as regards the data integrity, availability and confidentiality;
- provision of adequate capacity to meet the system performance requirements of the contracts between the DAB and Participants;
- Endeavoring to solve without delay and in close co-operation with the hardware, software and/or service providers any failure or dysfunction of the system.

(3) The DAB shall not be liable for any failure of ATS resulting from the incorrect use of the system by the Participants or due to software errors or communication failures.

(4) Except as provided in this section, the DAB shall have no liability whatsoever to any Participant or any other person for any loss, liability, or expense suffered by such Participant or person arising from the DAB's acts or omissions in connection with ATS.

(5) The DAB shall not be liable for any loss incurred by a Participant due to failure by a Participant to monitor and reconcile its payment flows, and each Participant hereby agrees to hold the DAB and the other Participants harmless from and against any claim, cost or expense (including legal fees) resulting from their failure to monitor their payment flows and their failure to reconcile, pursuant to Chapter 8, of these Rules.

(6) The DAB is responsible for ensuring that Systematically Important Payment Systems in Afghanistan operate in a safe and efficient manner. Participants shall agree to provide to the DAB any information relating to their ATS operation that the DAB may require within three (3) business days of any request. Failure to supply information as requested may be grounds for suspension under Article -6 of these Rules.

ARTICLE 12

USER MANAGEMENT



- (1) Access to ATS shall only be permitted to authorized and uniquely identified personnel (Users).
- (2) As long as the DAB acts in compliance with the communication and data security methods as set forth in these Rules as these may be amended from time to time in accordance with the Procedures in these Rules, it shall have no further duty to verify the identity or authority of the person giving or confirming, or the contents of, any instruction.
- (3) The DAB shall have the right, in its sole discretion, to reject or to execute any instruction, provided the DAB, acting in good faith, doubts the authenticity or authorization thereof and the DAB shall provide prompt notice, which may be by telephone, to an Authorized Person of any such rejected instruction.
- (4) The DAB shall be entitled to rely on the authorizations and User lists as set forth on a User application form until receipt by the DAB, at least two Business Days prior to the effective date thereof, of a written request of revocation or modification of such User application form as provided in Annex 4 to these rules, dated and signed by an Authorized Person of the participant.
- (5) A User application form may be revised only by a written request signed by an Authorized Person and such proposed revision is subject to the DAB's consent in accordance with the procedure laid down in this section Article-11 of these Rules.
- (6) This section supersedes all prior agreements or practices in respect of instructions and the Procedures may not be changed by an oral agreement or by course of dealing or custom.
- (7) Each Participant shall inform the DAB as soon as practicable if any person authorized to utilize the Services on behalf of a Participant ceases to be employed by that Participant, ceases to be authorized by the Participant to have access to ATS, or ceases otherwise to work for that Participant or to be under its control.
- (8) Each Participant requesting the authorization of a User shall, at least five Business Days prior to the effective date thereof, complete and provide the DAB in writing with:
 - a User Application Form, as provided in Annex 4 to these rules, dated and signed by an Authorized Person;
 - a User protocol as provided as part of the User Application Form in Annex4 to these rules, dated and signed by the relevant User; and

- in the case of the creation of an Authorizing Officer, a ATS User Profile Request Form as supplied by the DAB, dated and signed by two other Authorized Persons.

ARTICLE 13

- (1) Only the DAB shall have the right, in its sole discretion, to authorize new Participant Security Administrators and assign a User profile to such Users. The DAB also has the sole right to:
- allocate e-tokens;
 - Initially provide two e-tokens with PINs to each ATS Participant. After the initial allocation, the DAB reserves the right to charge the cost of further e-tokens to the Participants, which is for replacement and expansion of the User base; and
 - Request the issuance of a certificate to the User by the certification authority.
- (2) Each and every Participant User must have one e-token with PIN for access. Each e-token is issued exclusively to a user and in no circumstances is it to be shared or used by another. When received by the Participant Security Administrator, the e-token's default password must immediately be changed.
- (3) Participants through their Security Administrators are responsible for the creation and maintenance of their other Users in the ATS system, allocation of User names, User profiles and initial passwords.
- (4) Before a User can be registered, the User must complete training appropriate to the functions to be performed and if so requested must demonstrate by passing a practical and/or theoretical test that he/she has the necessary knowledge to use ATS.
- (5) Only Participant Security Administrators can assign and amend User profiles according to changes in User responsibilities, required by Participants or by the DAB. Such amendments will take place under dual control.
- (6) A Participant that requires the suspension or deletion of its User can carry out the deletion on-line, but must report to the DAB in writing that the User has been suspended or deleted and the report should be submitted on the ATS User suspension/deletion form (Annex 5)
- (7) In case of emergencies, the DAB System Administrators can suspend or remove Participant Users from ATS.

- (8) The DABATS Administrators allocate initial User profiles to Participants and in the name and may, in the name and for the account of the DAB, set up and amend information about a User, including the User profile, according to the information provided by Participant administrators.
- (9) The DAB will set up the master template on ATS and shall approve specific master templates for each Participant. Within the restrictions of this template, Participant management can define profiles for their staff, consistent with the principles of segregation of duties.

ARTICLE 14

OPERATING SCHEDULE

- (1) The DAB shall operate ATS based on government scheduled working business days/ hours, except for public holidays according to the calendar maintained. The standard daily operating timetable can be found in Annex 6. It may be updated by the DAB from time to time as circumstances require.
- (2) During the operating hours Participants shall be connected to the ATS so as to receive When there is a need the DAB as operator of the ATS may change the operating schedule indicated in (1) above by advance notification of Participants through their work stations or any other means;
- (3) When there is a need the DAB as operator of the ATS may change the operating schedule indicated in (1) above by advance notification of Participants through their work stations or any other means;
- (4) Requests by participants for an extension or change of the operating schedule or session may be considered at the discretion of the DAB only if there is the probability of systemic risk happening;
- (5) Any extensions of an operating schedule shall not exceed midnight of the business day;
- (6) The DAB may modify the standard operating schedule from time to time by giving five (5) working days' notice to all Participants. The operating schedule will not be changed without prior notification by the DAB with the Participants.
- (7) Start of Day

- Any overnight transactions entered by the DAB shall be settled or queued for settlement if insufficient funds are available in the Settlement account of a Participant;
- Any overnight loans or other collateralized loans provided by the DAB to Participants and due for repayment shall be repaid by the Participants as early as possible;
- The DAB shall initiate the process for the above transactions and any failure to provide funds to settle these obligations, by participants, could result in penalties being imposed by the DAB;
- Monthly Billing debits shall be entered automatically for settlement on the appropriate day of the month;
- Any queued value-dated transactions with the current business date will also be entered automatically for settlement.

(8) During the Day

- Entry and settlement of Customer payments, Bank-to-Bank payments, Bulk Instructions and DAB transactions shall proceed;
- Entry of net settlement instructions from Clearing Institutions shall proceed;
- The value of pledged collateral held shall be advised to ATS to be used to create ILFs as required to support settlement of ATS transactions;
- Participants shall reverse ILFs during the day as funds become available.

(9) Initial Cut-Off

- After initial cut-off any new customer payments including bulk credit transfers shall not be submitted for settlement on the current business day and if there is any, shall be rejected and result in a penalty imposed by the DAB;
- Participants shall enter only Inter-Participant payments, any ILF reversals and Reserve movements to finalize their position for the day.

(10) Second Cut-Off if applicable

- After second cut-off any new Inter-participant payments submitted for settlement on the current business day shall be rejected;

- Any remaining queued customer payments submitted for settlement on the current business shall be automatically cancelled;
- Funds remaining in the Reserve accounts shall be released and transferred to the Available Funds (Participants Settlement Account) in accordance with the parameters set in the Reserve Type Table held in ATS;
- Any open ILFs shall be automatically reversed by the provision of an overnight loan from the DAB;
- The DAB can only enter further transactions to clear Participants positions including the entry of overnight loans to enable any open ILFs to be reversed.

(11) Final Cut-Off

- After final cut-off any remaining Inter-participant payments submitted for settlement on the current business day shall be automatically cancelled;
- The DAB can enter any final transactions.

(12) End of Day

- Final positions are determined and related message type statements are produced along with the other End of Day reports;
- The balance of the Settlement Account of each Participant shall be updated in the general ledger of the DAB, by means of related type messages;
- The DAB's General Ledger shall also be updated for transactions to which the DAB is a party by means of the DAB related message type statement;
- Billing charges for the day shall be calculated and charged to each Participant's ATS settlement account;
- The DAB as operator shall perform backup and archiving of the ATS data.

Chapter Four: Payment Processing and Procedure

ARTICLE 15

The ATS is designed to:

- (1) individually process and settle large-value and urgent credit transfer Payment Instructions;
- (2) individually process and settle Collection Orders, initiated by the DAB;
- (3) process and settle ACH credit transfer Payment Instructions ;
- (4) process and settle ACH direct debit Payment Instructions; and
- (5) Process and settle Cheque.

ARTICLE 16

All payment related transactions in ATS shall be executed in Afghan (AFN) and the DAB may decide the introduction of other currencies including United States of America Dollars (USD), European Union Euro (EUR),

ARTICLE 17

Payments are processed on the same value date as submitted unless a future value date is specified. Future value dates must not be more than 10 working days ahead of the current working day and the DAB may choose to modify this with proper advance notification of Participants.

ARTICLE 18

The DAB can impose minimum and/or maximum limits for the amounts that may be transferred through ATS, either in the form of Individual Instructions or items in Bulk Instructions and can change such amounts.

ARTICLE 19

Each ATS Participant shall be responsible for the accuracy and completeness of all its payment messages:

- (1) The ATS system allows for Participants to assign priorities to Individual Instruction payment messages;
- (2) These priorities will be higher than for Net Settlement Instructions, but lower than the DAB's payments;
- (3) The DAB payments including Collection Orders have the highest priority;
- (4) Net Settlement Instructions have the next highest set of priorities;
- (5) The order in which payments in the waiting queues are settled depends first on the priority, and second on the time they are validated by ATS within each priority;
- (6) A Participant may change the priority of a queued payment message that it has submitted for settlement;

ARTICLE 20

Participants should regard the fulfillment of Collection Orders as an important priority for their liquidity management. Failure to do so may result in penalties.

ARTICLE 21

- (1) Participants shall take all necessary measures to optimize the smooth flow of the payments, especially by adhering strictly to the timetable in annex 6;
- (2) Payment Instructions sent by Participants shall immediately be validated by ATS;
- (3) If a Payment Instruction is rejected, an error message is sent to the issuer. A list of error codes is contained in the system operating manuals;
- (4) The accepted messages are recorded and chronologically processed by the system according to the First In First Out principle.

ARTICLE 22

- (1) For individual payment messages, Participants must comply with SWIFT formatting rules using the following message types except for the use of Afghanistan characters for all payments:

▪ MT103 or MX	▪ Single Customer Credit Transfer
▪ MT202 or MX	▪ General Financial Institution

	Transfer
▪ MT298 or MX	▪ Acknowledgments, notifications and net settlement instructions from Clearing Institutions
▪ MT900 or MX	▪ Confirmation of Debit – Optional by Participant
▪ MT910 or MX	▪ Confirmation of Credit – Optional by Participant
▪ MT920 or MX	▪ Request Message
▪ MT941 or MX	▪ Balance Message – Optional by Participant
▪ MT950 or MX	▪ Statement Message – Optional by Participant
▪ MT999 or MX	▪ Free format message

(2) For Bulk credit and Bulk direct debit payment messages, Participants must conform to UNIFI formatting for all payments using the following message types.

▪ PACS.003	▪ Bulk Direct Debit Transfer
▪ PACS.008	▪ Bulk Customer Credit Transfer

ARTICLE 23

Bulk Credit Transfers can be submitted at any time the system is Open for Business, up to Initial Cut-Off:

- Every Participant is responsible to ensure that sufficient liquidity is available to settle the net settlement instructions generated by the /ACH;

- Once the net settlement instructions are settled, the batches of settled items are sent to the collecting banks.
- ACH Direct Debits can be submitted at any time the system is Open for Business, up to Initial cut-off:
- Direct Debit Bulks may be submitted a number of days in advance of their value date, on which they are settled;
- The number of advance days permitted for submission is controlled by two system parameters: the maximum submission date and the minimum submission date;
- Bulks submitted outside these periods will be rejected. Paying banks can refuse Direct Debit items up to the end of the "Waiting Period" which is also specified as a system parameter. Refusal submitted after this time will be rejected by the system;
- The residual value of the Direct Debit Bulk is presented for settlement as an net settlement instructions at start of day on its value date;
- By becoming members of ATS, Participants commit to honoring the terms of the Direct Debit Scheme, which means that they must undertake to ensure that all Direct Debit net settlement instructions are immediately settled at Start of Day;
- The DAB reserves the right to penalize Participants for failure to provide sufficient liquidity for the settlement of Direct Debits on their value date.

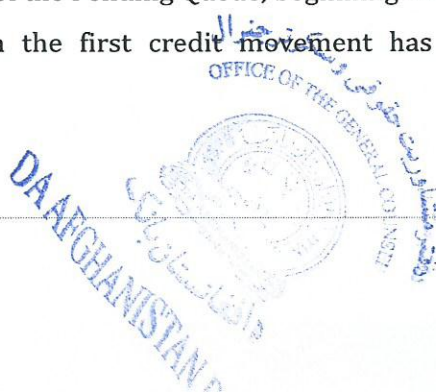


Chapter Five: Queue Management and Gridlock Resolution

ARTICLE 24

Individual Payment Instructions shall be processed as follows:

- The information necessary for settling the payment is extracted from the detailed Payment Instruction;
- If the sender has sufficient funds available, the payment is settled (issuer debited, beneficiary credited) and immediately becomes final ATS instantly sends the detailed order to the beneficiary;
- If the Available Funds are insufficient to settle the payment, ATS put the Payment Instruction in the Pending Queue;
- If the issuers wish some messages to be treated preferentially, they shall insert a higher priority code in those messages;
- The order in which payments in the Pending Queues are executed depends first on the priority, second on the time they are validated by ATS. Payments with the same priority on the basis of the FIFO ("First In First Out") basis;
- An increase in the issuer's Available Funds will trigger the processing of its Payment Instructions in the Pending Queue;
- The sequence of order processing is determined as follows:
 - a. Payment messages with a higher priority code are always processed before those with an ordinary priority code; the latter are executed only if there are no longer any payments with a higher priority code left in the Pending Queue;
- All Payment Instructions with the same priority are classified and processed in the chronological order of acceptance (FIFO basis);
- As soon as all the Payment Instructions in the Pending Queue of one issuer have been presented once, ATS shall restart the processing of the Pending Queue, beginning with the Payment Instructions of the issuer for whom the first credit movement has been observed.



- The DAB via ATS will automatically cancel any payments that are still on queues at Final-cut-off;
 - a. The Payment Instructions queued in ATS may be cancelled by the initiating Participant in exceptional circumstances. The detailed procedure is described in the Participant User Manual.

ARTICLE 26

- The balance of each Participant having Payment Instructions presented or to be received in the Pending Queue is calculated on the assumption that all Payment Instructions would be carried out simultaneously;
- A check is then made to see whether each Participant has enough funds available to clear its balance;
- If so, each order is executed individually in the Pending Queue. As a consequence of a successful resolution, some other pending transactions may be released as well, by the automated queue checking mechanism;
- Participants must monitor their Settlement Account during the day and ensure that they have sufficient funds available to meet their settlement responsibilities;
- The DAB may monitor Participants position and advise Participants to take the necessary steps to unblock the situation.

Chapter Six: Payment verification and conditions

ARTICLE 27

The moment at which a payment is entered into the system is the moment of the technical acceptance of the payment by ATS, that is, after validation but before acceptance for Settlement or queuing of the Payment Instruction by ATS.

ARTICLE 28

As from that moment, the Settlement of the Payment Instruction will be protected against claw back in case of insolvency of the Participant concerned, according to Article 87 of the Da Afghanistan Bank law.

- A receiving Participant shall determine the situation of a received payment instruction to the account of a named beneficiary within two hours after receipt of the payment from the sending Participant;
- A receiving Participant shall be held liable for a claim of undue enrichment from a sending Participant if the former fails to credit the beneficiary's account with the value:
 - a. Within two hours of receiving the payment and where that payment was received not less than one hour before the Initial Cut-off;
 - b. Within thirty minutes of the Start-of-Day time in the following day and where that payment was received less than two hours before the Initial Cut-off;
- A receiving Participant shall be held liable for a claim of undue enrichment from a sending Participant if the receiving Participant fails to return a payment which it is unable to apply;
- A receiving Participant shall reject a received payment instruction in the event when it is unable to apply;
- A receiving Participant shall return such payment to the sending Participant within two hours of receipt where that payment was received not less than one hour before the Initial Cut-off;



- A receiving Participant shall return such payment to the sending Participant within thirty minutes of Start-of-Day time in the following day where that payment was received less than an hour before the Final Cut-off.

ARTICLE 29

FINALITY AND IRREVOCABILITY OF PAYMENT

- (1) In ATS, payment instructions are deemed to be settled and final once the sending Participant's settlement account is debited and the receiving Participant's settlement account is credited with the amount specified in the instructions.
- (2) There is no perceptible delay between the acceptance for settlement and the final Settlement in ATS.

ARTICLE 30

- (1) As from the moment that the ATS has accepted a payment instruction for Settlement, withdrawal by a Participant or by the system is not allowed unless the payment is queued for settlement, in which case it may be cancelled if the situation warrants the cancellation, that is, queued at Final Cut-off.
- (2) If a payment has been entered in error and it has been settled, the payment cannot be cancelled.

ARTICLE 31

After technical acceptance, ACH Direct Debits are sorted by the ATS into batches which are then sent to the Receiving (Paying) banks for verification and pay/no pay decisions.

ARTICLE 32

The residual value of the ACH Direct Debit is presented for settlement as net settlement instructions by the first configured Direct Debit clearing session on its value date.

ARTICLE 33

Paying banks can refuse Direct Debit items up to the end of the "Waiting Period" which is specified as a system parameter.

During the period between submission of the ACH Direct Debit, and settlement of the net settlement instructions, the payment items are not irrevocable or final.



Chapter Seven: Account Structure and financial arrangement

ARTICLE 34

- (1) Each Participant shall have one Settlement and one ILF account in ATS for each currency;
- (2) Funds can be moved from the Settlement account to Reserves, which are a form of sub-account;
- (3) The balance of the Settlement account less the amount held in any reserves plus the amount in the ILF account is the amount of funds available for settlement purposes;
- (4) Amounts held in reserves can only be used for specific settlement purposes as defined by each Reserve type;
- (5) The Settlement Account will be used for operations in ATS and shall not have a debit balance;
- (6) The account held in the General Ledger of the DAB shall be updated with the Settlement account balance in ATS at the end of the day for each Participant;
- (7) Participants should ensure that any transfer of Settlement Account funds to a deposit account held with the DAB shall be made via ATS before Final-cut-off. Such transfers may however not result in a debit balance on the Settlement Account;
- (8) Any movement in or adjustment to the balance of the DAB's General Ledger account that occurs after End-of-Day in ATS and before the Start-of-(next) Day in ATS shall be reflected in the ATS Settlement Account as early practicable as and when ATS is opened for business for that next day.

ARTICLE 35

A Participant hereby agree that the DAB is allowed to reserve Available Funds in the Settlement Account of the Participant that have a net debit position in a Deferred Net Settlement System (DNS) which settles through ATS at the request of the DNS provider, as Collateral enabling and guaranteeing the immediate Settlement of net settlement positions once the Net Settlement Instruction (net settlement instructions) is accepted for Settlement.

ARTICLE 36

- (1) Each ATS Participant can set up reserves under its Settlement Account for guaranteeing the settlement of net settlement instructions from DNS systems;

- (2) Each Participant can also set up a general reserve and a cash reserve for its own liquidity management **purposes**;
- (3) Establishment of a reserve has the effect of moving funds in the Settlement Account from the current account to a reserve account where they can only be used for designated purposes.

ARTICLE 37

- (1) Prior to submission of a Net Settlement Instruction by a DNS, the reserves of that DNS may be automatically locked as specified in the relevant DNS system rules;
- (2) During the netting process in a DNS, the reserves of that DNS (if not already locked) are automatically locked in the current accounts of all Participants as Collateral Guaranteeing Settlement of the net positions, until they are released after Settlement;
- (3) The amounts moved to the reserves are pledged in favor of the DAB;
- (4) Participants and the DAB agree that, in case of insufficient funds to settle the net settlement instructions of the DNS concerned, the DAB can realize the pledged amounts in the reserves by setting off the amount or applying it in discharge of the relevant outstanding collateralized settlement obligation without any requirement to the effect that:
 - prior notice of the intention to realize must have been given;
 - the term of the realization be approved by any court, public officer or other person;
 - the realization be conducted by public auction or in any other prescribed manner; or
 - Any additional time period must have elapsed.
 - After settlement, ATS will unlock and release the relevant reserve.

ARTICLE 38

The DAB may fix a minimum Intraday Credit balance on the Settlement account of Participants;

- This is achieved by the DAB defining a Reserve type to hold some of the funds in the Participant's Settlement Account and moving the required balance from the Settlement account to the reserve;
- Funds in the reserve cannot be used for settlement purposes unless released by the DAB.

ARTICLE 39

The DAB may provide Intraday Liquidity Facility (ILF) to Participants against collateral in the form of eligible pledged securities;

- The DAB may decide about the use of other collaterals apart from pledged securities;
- Any ILF must be reversed/paid before the end of the day or be converted to an overnight loan.

ARTICLE 40

The DAB may at its own discretion decide to limit, suspend or terminate the Participant's access to Intraday Liquidity Facility if:

- the Participant or one of its creditors files for cessation of payments.
- the Participant is declared bankrupt;
- the Participant's account in ATS has been terminated or the acts or omissions on the part of the Participant, in the DAB's opinion, result in systemic risk or may endanger the smooth operation of the ATS;
- the Participant no longer complies with the eligibility criteria for monetary policy operations;
- the Participant does not comply or no longer complies with the conditions as referred to in Part II of these Rules.

ARTICLE 41

Any ILF that has been used during the day shall mature at Final-cut-off:

- Each Participant must have sufficient funds available in its ILF to be backed out before ATS closes;
- If a Participant does not have sufficient funds at this point, the DAB may grant an automatic overnight loan at a rate of interest determined by the DAB. This will have the effect of preventing the securities which provide collateral for the unredeemed ILF being released from pledge or sold;
- The Overnight Loan is always collateralized;

- Overnight Loans should be redeemed the next business day morning, but upon the DAB approval can be converted into longer term collateralized loans if necessary.

Chapter Eight: Rights and Responsibility of participants

ARTICLE 42

- Generally, all participants shall issue their Payment Instructions to ATS in accordance with these Rules. The Participants are individually responsible for:
- the correct fulfillment of their obligations resulting from these Rules;
- the quality of the data they send on their own behalf and on behalf of their correspondents or customers;
- the compliance of the data with the technical protocols and message formats agreed upon;
- securing the access to their Participant's ATS Payment Station in accordance with the security procedure under these rules;
- ensuring that they collect all data provided to them by ATS;
- controlling the processing of their Payment Instructions until ATS gives to these Payment Instructions the "technically accepted" status;
- strictly complying with the Procedures and the rules governing access to ATS;
- ensuring that only duly authorized Users who have been issued with an access control e-token by the DAB are using the system;
- identifying intended beneficiaries of payment messages using both account name and number; and
- Providing information according to the message formats notified by the DAB.

ARTICLE 43

- Each Participant shall be responsible for monitoring throughout the day the Settlement of the payments it has sent, the number and amount of payments stored in outward Pending Queues, any queued net and gross settlement instructions, the balance of its Settlement

Account, its ILF, the level of its reserves and shall aim to avoid having any unsettled payments.

ARTICLE 44

- When an erroneous payment order is made to a participant:
- the receiving participant, once it is aware that its Participant's Settlement Account has been credited for an erroneous or excess amount, must inform the issuer immediately and make the repayment as a new instruction;
- the Issuing/originating Participant should take the initiative in requesting the receiving Participant to make the correction;
- A return payment shall be initiated as a new Financial Institution Transfer message instruction Mx or (MT202). The return instruction shall contain the reference number of the original instruction and clearly indicate "Return Payment".
- the Issuing/originating Participant may claim interest on the basis of the overnight deposit rate applied by the DAB for delays in repayment of an erroneous or excess payment that has been reported before the Initial Cut-off and not been corrected on the same day.

ARTICLE 45

Each Participant must submit to the DAB a yearly compliance audit certificate, in the form of Annex 7, within 60 calendar days of the anniversary of the Participant joining ATS.

ARTICLE 46

The yearly compliance audit certificate Annex 7 must be signed by a duly authorized executive officer of the Participant. Any evidence of that authorization which is requested by the DAB must be promptly produced to the DAB following that request.

ARTICLE 47

Each Participant shall assess compliance with the functional, technical and organizational features, including security provisions, as specified for ATS in these Rules.

ARTICLE 48

Each participant is able to access the following reports and enquiry facilities:

- the status of its Payment and Settlement Account with the DAB,
- the transactions on the Payment and Settlement Account and in particular the ATS payments,
- the Pending Queue with Individual Instructions,
- ACH Net Settlement Instructions or other Net Settlement Instructions still to be processed,
- Intraday Credit position with the DAB (if any).
- Ad hoc or on-request reports not required as officially delivered versions can be viewed and printed directly from the screen at any time.

ARTICLE 49

A Participant is liable for any damage resulting from non-compliance with the Procedures or from improper or fraudulent use thereof and particularly fully liable for every transaction performed by its users.

ARTICLE 50

Each Participant shall ensure that its own systems and procedures provide appropriate protection against fraudulent activity in connection with ATS.

ARTICLE 51

All actual or suspected fraudulent activity in connection with ATS must be reported immediately to the DAB whether such fraud or suspected fraud is on the part of the Participant's staff or customer or anyone else.

ARTICLE 52

Each Participant shall provide all reasonable assistance, whether requested by the DAB or any other Participant, to investigate and identify the source of any actual or suspected fraud or suspicious transaction.

ARTICLE 53

The participants shall immediately upon the occurrence or threatened occurrence, of a Notifiable Event must notify the DAB and;

- Shall ensure that no further payment instructions are submitted to the ATS and
- Shall inform the DAB the steps (if any) it is taking to ensure that it continues to have the authority and ability to issue payment instructions.

ARTICLE 54

In case of Constraining Events, the Participant involved must inform the DAB immediately and do everything possible to:

(1) identify the irregularity together with the DAB;

- carry out the operations specified in the relevant manual in order to help the DAB to solve a problem affecting ATS and to return to a normal situation once the problem has been solved;

(2) solve the problem if it is possible for him to do so within its powers and make use of the fallback resources provided, if the need arises;

- inform the DAB when the problem has been solved and the system is functioning normally again;
- Any Participant is fully responsible for every action performed by its Users.



Chapter Nine: Net Settlement and Collaterals

ARTICLE 55

Net Settlement Instructions (net settlement instructions) are generated by Clearing Institutions approved by the DAB and are settled in the Payment and Settlement Accounts held by the participants of the Clearing Institutions concerned in ATS. Net settlement instructions are settled as "all-or-nothing" multi-part transactions, with all debits being settled simultaneously with all credits.

ARTICLE 56

Each participant is responsible to ensure that it has sufficient funds in its Payment and Settlement and ATS reserves to allow the settlement of net settlement instructions as soon as it is received by the ATS.

ARTICLE 57

- (1) For settlement of net settlement instructions, Participants can set up Collateral in the form of reserves in ATS and or pledges on government securities to cover their debit positions in accordance with the provisions relating to Minimum Intraday Credit Balance in Chapter 7 of these Rules;
- (2) The value of pledged securities is held in the ILF accounts in ATS;
- (3) Clearing Institution reserves are held separately for each Clearing Institution settlement in ATS Reserve Accounts;
- (4) As soon as the net settlement instructions is submitted to ATS, funds are automatically blocked in the Payment and Settlement Accounts of Participants that have a net debit position, to enable the immediate Settlement of the net positions once the net settlement instructions is accepted for Settlement;
- (5) If funds are not available in the Payment and Settlement Account, the relevant reserve (if any) and any ILF that may be available, for the Participants with a debit position, the net settlement instructions is queued until such time as sufficient funds become available;
- (6) Any Available Funds shall be moved automatically to the relevant reserve as they become available;

- (7) The DAB can configure a particular reserve to be used for settlement prior to the Payment and Settlement Account, and afterwards the remaining debited amount (not present in the reserve, if any) will be applied to the Payment and Settlement Account;
- (8) If Settlement does not occur immediately, the Clearing Institution shall be informed and it is the responsibility of the latter to notify the Participant to organize proper cover;
- (9) Bulk transactions submitted to ATS by a Participant also result in the presentation of a net settlement instructions for settlement in the ATS accounts;
- (10) These settlements can similarly be supported by reserves and pledged securities.

ARTICLE 58

SECURITY PROCEDURES

Each Participant and the DAB agree that the Services will be provided using the communication methods described in these Rules;

- Electronic communication is subject to the communication and data security methods as set forth in these Rules;
- The Participants agree to comply with the applicable procedures and the methods designated in these Rules;
- The DAB is not obliged to follow instructions unless transmitted in accordance with these Procedures.

ARTICLE 59

The security procedures, security devices, codes, passwords and other access methods are highly confidential and the Participants agree to use and guard them with the highest care and to notify the DAB immediately upon discovering or having reason to suspect that any of the foregoing is or may be compromised.

ARTICLE 60

- (1) The DAB has no duty to discover, and shall not be liable for, errors made by or duplicate instructions issued by a Participant.
- (2) The Participant agrees to be bound by and to settle any electronic Payment Instruction executed in their name in accordance with the Procedures.

ARTICLE 66

- (1) Participants shall set up fall back equipment for the IT components required for the connection to the SWIFT and VPN. They shall also institute and scrupulously carry out sufficient data backup procedures as regards the data exchanged through the system.

ARTICLE 67

- (1) Each Participant must designate among its staff two Participant Security Administrators who are responsible for communication with the DAB regarding: the set-up of Users; amendment of User profiles; removal of Users from the system; and the management of e-token and certificate issue and delivery to end-Users.

ARTICLE 68

- (1) The Participants acknowledge that the security procedures provided by the DAB are designed to verify the source of a communication and not to detect errors in transmission or content.

Chapter Ten: Error Handling, Fees and Charges

ARTICLE 69

In case of a technical failure of a Participant compromising the generation or the reception of payments through ATS for more than one hour during the day, a Participant shall immediately inform the DAB.

ARTICLE 70

The DAB shall inform the Participants in case of a technical failure of the system compromising the Settlement of the payments for more than 30 minutes during the day and for more than 30 minutes after End of Day.

ARTICLE 71

If a technical or other failure at a Participant occurs, the Participant may instruct the DAB to suspend its account:

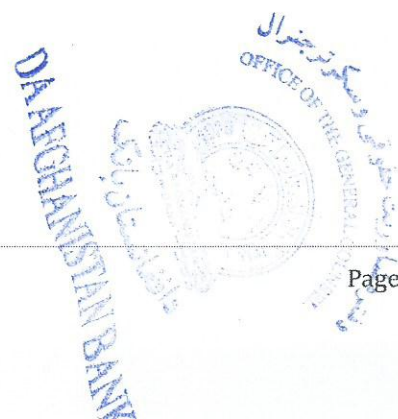
- Account suspension requires confirmation in writing from the Participants and
- The lifting of such a suspension requires confirmation in writing from the Participant and the DAB.

ARTICLE 72

The exchange of information in the system may be handled via free formatted SWIFT related-type messages, secure emails, faxes, or phone calls. Authenticated faxes may be requested for confirmation.

ARTICLE 73

- (1) In case the connection of a Participant's ATS work station to the VPN breaks down, the Participant should within a reasonable period of time start a new connection via their fallback line.
- (2) If the Participant is then still unable to send messages to the system, it should contact the DAB in writing to instruct the latter to execute its most important payments on its behalf via Participant Transfers.



ARTICLE 74

An inability to access the central system via the VPN for all or a significant number of Participants effectively prevents the exchange and settlement of payments:

- Such a situation will only be deemed to have occurred if the DAB advises all Participants that such an event has occurred;
- The DAB can enter important instructions on behalf of a Participant as Participant Transfers, and an Access Point will be available at the DAB site for Participants to enter transactions directly into the ATS via the System Gateway and DAB LAN.

ARTICLE 75

FEES AND CHARGING

- (1) The Participants acknowledge that the DAB has the right to set fees and other charges as shall be notified to Participants from time to time.
- (2) ATS will calculate fees on the basis of Participant's usage, and will charge these fees to Participants' Payment and Settlement Accounts. Additionally, the DAB may charge penalties for infringement of these Rules, as provided for in these Rules.
- (3) Charging will be undertaken at the end of each calendar month, and the Participant hereby authorizes the DAB to effect Account Transfers for settlement of fees and penalties by the Participant.
- (4) ATS will provide Participants with regular invoices giving details of all charges and penalties.

ARTICLE 76

- (1) The DAB agrees to apply the same fee structure to all Participants using the same services within ATS.
- (2) The DAB may periodically review its fees and charges.
- (3) The DAB reserves the right to charge a Participant for any additional services rendered to Participants.

V Volume Exchange on the RTGS/months	F Less from the Swift Participant		F Fees per Swift participant using the DAB Bureau (if applicable)	
	Before 13 GMT	After 13 GMT	Before 13 GMT	After

Chapter Eleven: Claims, Compensation and contingency events

ARTICLE 77

- (1) The DAB shall in case of a failure or a dysfunction raise claims as foreseen in the contracts signed with its counterparts. These sums will be repaid to the Participants proportionally to the direct financial loss they have suffered.
- (2) Any loss incurred due to a fraudulent transfer originating at Participant shall be borne by such Participant.

ARTICLE 78

If a sending Participant requests that a receiving Participant returns the amount of a Payment Instruction because of an error in the Payment Instruction made by the sending Participant (such as a duplicate message, misdirected payments, incorrect amount, etc.), the receiving Participant may return the amount of the Payment Instruction to the sending Participant.

ARTICLE 79

Any payment order that is returned by the receiving Participant is subjected to an administrative fee even if the payment is returned the same day or on a future Business Day. The administration fee is in addition to any compensation to which the Receiving Participant may be entitled to under the following paragraph.

ARTICLE 80

If a Receiving Participant returns the amount of the Payment Instruction on any Business Day other than the day of receipt of original payment message, the sending Participant may request compensation from the receiving Participant under the conditions and for the amount specified in the provisions relating to erroneous Payment Orders in Chapter 8 of these Rules.

ARTICLE 81

CONTINGENCY EVENT

Each participant is responsible for the arrangement of fallback facilities available as per the requirement detailed in the ATS disaster recovery plan and the User Manuals.

ARTICLE 82

- (1) Under a contingency event, the DAB shall have the right, in its sole discretion, to conduct special reconciliations with Participants including Clearing Institutions and to request therefore the necessary transaction and other information from Participants.
- (2) As a result of reconciliations in a contingency situation, Participants may be required to perform special transactions to ensure that all systems are properly synchronised. These transactions must be carried out before End-of-day on the day affected.

ARTICLE 83

- (1) The DAB shall have the right, in its sole discretion, to change the priority of any queued transaction from any Participant in order to facilitate the flow of funds through ATS.
- (2) The DAB may notify the Participant whenever such an operation is performed.



Chapter Twelve: Miscellaneous conciliation and arbitration

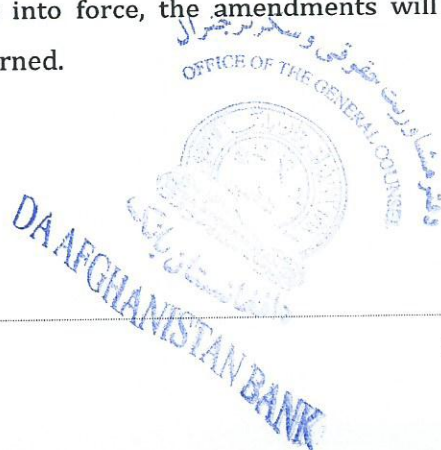
ARTICLE 84

- (1) The DAB and the Participants must comply with the regulations applicable in Afghanistan concerning the conservation and archiving of documents as regards the support and the duration of the conservation.
- (2) Transactions and accounting data will be stored for a period in accordance with relevant Afghan legislation. In ATS all transactions and data up to three years back are accessible on-line in real-time.
- (3) The system includes the facility to report on transactions over certain limits in Bulks and on transactions between suspicious parties. Primarily, it is the responsibility of each Participant to comply with Afghanistan Anti-Money Laundering reporting requirements.
- (4) The DAB is entitled to send to the Participants complementary instructions on the organization of the system and on the duties of the Participants. Such complementary instructions will be considered to form part of these Rules.

ARTICLE 85

The DAB is responsible for the amendment of these Rules from time to time or the Annexes hereto, or any additional documents containing, inter alia, technical provisions and specifications for ATS:

- (1) Such amendments and additional documents shall become effective as an integral part of these Rules as per the date specified by the DAB, which date shall not precede communication to the Participants.
- (2) The DAB shall give notice to each Participant of the modification 10 calendar days before the changes come into force.
- (3) Such changes shall be deemed notified to the Participant when they have been posted on shared information systems to which the Participants have access.
- (4) Unless a Participant resigns by way of notice in writing in accordance with Chapter 2 of these Rules before the amendments to these Rules comes into force, the amendments will be deemed to be agreed upon by all the Participants concerned.



ARTICLE 86

There shall be no liability for non-compliance with these Rules to the extent that, and for so long as, there is an inability to perform the obligations under these Rules or these obligations are subject to suspension or delay, due to the occurrence of any event arising from any reason or cause beyond its reasonable control, including, but not limited to equipment failure or dysfunction, acts of God, natural disasters, strikes, labor disputes and acts of war;

- (1) If the DAB is prevented, hindered or delayed from or in performing any of its obligations under these Rules by a Force Majeure Event (as defined above), then the DAB's obligations hereunder shall be suspended for so long as the Force Majeure Event continues.
- (2) The foregoing shall not prejudice the responsibility to carry out the error handling procedures and other technical operational measures such as those described in Chapter 11 of these Rules, so far as possible, despite the Force Majeure Event, and to use all reasonable efforts to mitigate the effects of any such event whilst it is continuing.

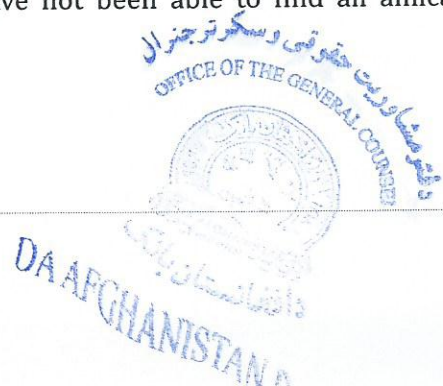
ARTICLE 87

CONCILIATION AND ARBITRATION

- (1) In case of operational error or dispute between Participants, the Participants concerned shall sit together in order to find an amicable settlement and take all necessary measure to that effect.
- (2) If Participants do not agree to find such an amicable settlement, each Participant concerned shall request the DAB in writing 10 calendar days at the latest after the occurrence of the error or dispute, to start a conciliation procedure in order to find a solution concerning the error or the dispute, its consequences and damages.
- (3) The Participants concerned shall communicate to the DAB all necessary information and documentation to this effect.

ARTICLE 88

Every Participant and the DAB agree to submit any dispute concerning the interpretation or the implementation of these Rules on which the parties have not been able to find an amicable



settlement or a solution through a conciliation procedure within 45 days to a suitable arbitration body:

- (1) The party wishing to make use of this arbitration procedure shall inform the other party by registered letter. Parties shall be free to appoint arbitrators of their choice;
- (2) The arbitral body may set time limits to the parties with respect to the conduct of the arbitration and it may also decide to extend time limits, including the time limit to render the arbitral award;
- (3) Only with respect to arbitration taking place in Afghanistan, setting aside proceedings if any shall be conducted before the Afghanistan courts.

ARTICLE 89

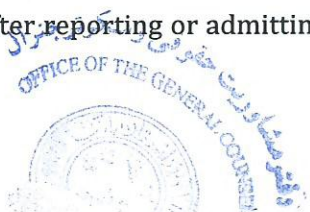
INSOLVENCY EVENTS

A Participant must notify the DAB immediately upon becoming aware of:

- (1) any Insolvency Event in respect of itself and any reasonable grounds to suspect that any other Participant is insolvent;
- (2) Upon receiving of the notification from the insolvent participant itself, the DAB will promptly notify all other Participants;
- (3) Upon receiving the notification from another party, the DAB will promptly make enquiries of the Participant in respect of which insolvency is reported to be suspected and, if the relevant Participant is prudentially supervised by an entity other than the DAB, the relevant supervisor;
- (4) To the extent that an Insolvency Event is admitted by the respective Participant and that fact is communicated to the DAB, the DAB must promptly notify all other Participants.
- (5) The provisions of Chapter 3 (Suspension and Termination of Participants) may apply as a result.

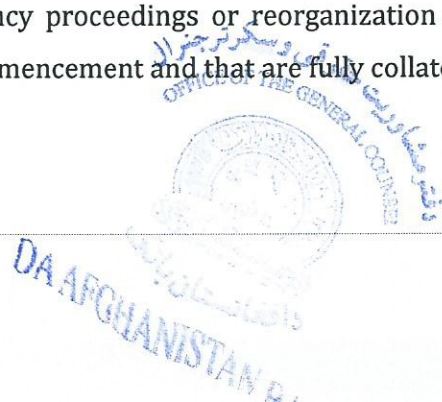
ARTICLE 90

- (1) Upon being informed of the fact that a Participant has admitted an Insolvency Event pursuant to the previous article above, the DAB will make the following arrangements; that is:
- (2) For payment instructions submitted by the insolvent participant after reporting or admitting an Insolvency Event:



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- For Participants that still have an account with the DAB after the occurrence of an Insolvency Event, the DAB will take all reasonable steps to ensure that, except with the consent of the appointed trustee, no further Payment Instructions are presented to ATS for Settlement by the insolvent Participant with the DAB, except for certain net settlement instructions transactions as described under sub article 4 of this article;
 - The suspended or excluded Participant remains however bound by the obligations resulting directly or indirectly from its participation in ATS.
- (3) For all Payment Instructions submitted by an insolvent Participant that have already been technically accepted by ATS, but have not yet been accepted for Settlement by ATS in accordance with the definition of technical acceptance of the payment by ATS in chapter 6 of these Rules at the moment ATS is informed of the Insolvency Event, the DAB will take all reasonable steps to prevent them from being entered into ATS or cancel them, except for certain net settlement instructions transactions as described under Sub article 4 of this article.
- (4) For Payment Instructions submitted by an insolvent Participant that have been accepted for Settlement by ATS at the moment ATS is informed of the Insolvency Event, the Participants expressly acknowledge that the procedure for processing the Payment Instructions described in Chapters 4, 5 and 6 of these Rules continues to apply despite the Insolvency Event. This means among other things that the Payment Instructions that have been accepted for Settlement by ATS before the announcement of the Insolvency Event are final.
- (5) For Settlement of net settlement instructions transactions that have been designated as systems included in the scope of the National Payment System Proclamation:
- All Payment Instructions submitted by an insolvent Participant that have not yet been accepted for Settlement by ATS at the moment of the Insolvency Event, will be refused or cancelled by the DAB, except for net settlement instructions transactions containing Payment Instructions of the insolvent Participant accepted for Settlement by DNS that have been designated as systems included in the scope of the National Payment System Proclamation before or during the operating day of the decision making the commencement of insolvency proceedings or reorganization measures but before the decision making that commencement and that are fully collateralized;



- The DAB shall have the right, in its sole discretion, to make exceptions to this rule;
- Participants hereby explicitly acknowledge that, in order to limit the settlement risks that might arise in net settlement systems further to an Insolvency Event, the DAB may, in its sole discretion, change the processing order of queued net settlement instructions in such a way that, as far as possible, unwinding of its operations is avoided. For the same reason and with the same objective in mind, the DAB may also set off the balances with Available Funds on account and, as the case may be, by means of an ex officio retention from an actual credit line (in the sum of the available securities) that have been accorded to the Participant by the DAB;

(6) For Settlement of Bulk transactions under insolvency conditions:

- Bulk Credit Transfers that have been technically accepted, but whose related net settlement instructions have not been accepted for settlement (e.g. are queued or still being created) at the moment insolvency is declared will be cancelled by the DAB as far as is technically possible;
- Bulk Direct Debits awaiting settlement on their value date will also be cancelled, since these will result in a flow of funds to the allegedly insolvent Participant which may not be appropriate under administration arrangements;
- The DAB shall have the right, in its sole discretion, to make exceptions to this rule.

ARTICLE 91

In accordance with the National Payment System Proclamation, as soon as a decision is made on the commencement of opening of an insolvency proceeding against a participant, the DAB must be notified of the event.

ARTICLE 92

If the decision making on the commencement of insolvency proceedings occurs during the operating day, the following arrangements are made from the time of receipt thereof:



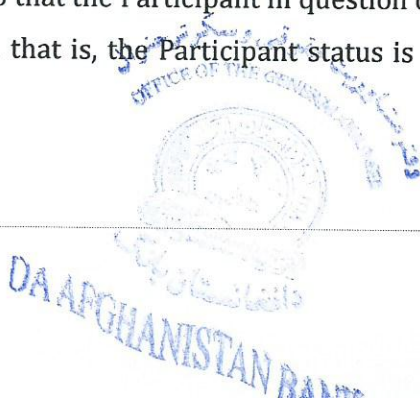
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- (1) Payment Instructions submitted by the insolvent Participant after the notification of a decision making the commencement of insolvency proceedings with respect to that Participant are prevented from being entered into ATS by setting the insolvent Participant to blocked status first, to enable positions of that Participant that have been accepted for Settlement to be cleared up and then setting disabled status, to the extent that this has not yet been done pursuant to the preceding Article of these Rules of these Rules, except for certain net settlement instructions transactions.
- (2) Payment Instructions (Individual and Bulk) submitted by an insolvent Participant that have been technically accepted but have not yet been accepted for Settlement at the moment of the notification of the decision making the commencement of insolvency proceedings with respect to that Participant are refused, except for certain net settlement instructions transactions.
- (3) Payment Instructions submitted by an insolvent Participant that have been accepted for Settlement by ATS at the moment of the notification of the decision making the commencement of the insolvency proceedings with respect to that Participant are final and have to be settled by ATS.
- (4) net settlement instructions containing Payment Instructions accepted for Settlement by DNS that have been designated by the DAB as systems included in the scope of the National Payment System Proclamation and that are fully collateralized, before or during the operating day of the decision making the commencement of insolvency proceedings or reorganization measures but before the decision making that commencement, that are presented to ATS on the day ATS is notified of a decision making the commencement of insolvency proceedings with respect to that Participant, are settled by ATS.

ARTICLE 93

If the order or decision making on the commencement of insolvency proceedings occurs after the daily closing but before the beginning of the next Business Day, the DAB makes the necessary adaptations in ATS before the start of the next Business Day; these include:

- Adjustment of the access parameters of ATS so that the Participant in question can no longer issue or receive Payment Instructions, that is, the Participant status is set as Blocked or Disabled in the system;



- The Participants are advised of the Insolvency Event before the start of the next Business Day.

(1) The commencement of insolvency proceedings against a Participant shall not prevent:

- funds available on the Settlement Account or securities available on the Securities Account of that Participant from being used to fulfill that Participant's obligation in ATS before or on the day of the decision making the commencement of the insolvency proceedings;
- Funds blocked on the Settlement Account or in the relevant ATS reserve and securities blocked on the Securities Account of that Participant in favor of ATS from being used to fulfill that Participant's obligation in ATS before or on the day of the decision making the commencement of the insolvency proceedings.



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Annexure 1: list of Participants

Bank	BIC



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Annexure 2: Participant workstation minimum configuration

A Personal Computer with the following configuration:

The following are specification for participants' Workstations (not included in the proposal) needed to connect to the central system.

User Workstation

PC with the following minimum configuration:

- (1) 1 dual core Intel/AMD CPU 64 bit
- (2) 4GB RAM
- (3) 300 GB HDD
- (4) 22 or 27 inch monitor

Software

- (1) Java Runtime Environment 7.0 (optional if digital signature is required in the web interface)
- (2) Safe Net Authentication Client (for SSL client authentication using hardware tokens and digital signature)
- (3) Adobe PDF Reader (for viewing PDF reports)
- (4) Internet Explorer, Firefox, Google Chrome (2 versions behind the latest current version are supported)
- (5) Safe NeteToken 5100 (as allocated from DAB supply)



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Annexure 3: Participant Application form/ participant agreement

AUTHORITY

The Participant hereby represents and warrants as of the date that any part of this Agreement is executed and any Service is used or delivered that:

- (1) it is duly organized, validly existing and in good standing in every jurisdiction where it is legally required so to be
- (2) it has the power and authority to execute and deliver, and to perform its obligations under, the Agreement;
- (3) the Agreement is duly authorized, executed and delivered and is its enforceable, legal, valid and binding obligation.
- (4) all necessary consents, authorizations and instructions have been provided to and/or by each third party, if any, involved in reporting, receiving or transmitting instructions, funds transfers and/or data in connection with these Services;
- (5) all necessary approvals, authorizations and consents, if any, have been obtained and all necessary filings or registrations have been made (and the same will be renewed if necessary) as are required by any governmental or other authority in connection with the execution and performance of the Agreement; and
- (6) The performance of the Agreement and delivery and use of the Services will not violate or offend any applicable requirement, law, decree, regulation, order or judgment.

Upon request by the Central Bank of Afghanistan, the Participant agrees to supply the DAB with copies of any such consents, instructions and authorizations required of the Participant.

The Participant further agrees to immediately notify the DAB if it suspects or knows of any circumstances that could or would cause a breach of any representation or warranty hereunder.

AUTHORIZED PERSONS

The Participant shall deliver upon execution of this Agreement and from time to time, as appropriate, the names and specimen signatures of persons duly authorized to access data and to provide instructions with respect to bank accounts, funds transfers and other financial transactions by electronic means, and/or to designate persons to access such data and to provide instructions, on behalf of the Participant in connection with the Services and the limitations, if

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any, upon such authority (each being an Authorized Person), accompanied by a certificate signed by the appropriate officer, or equivalent documentation, attesting to the authorization of each Authorized Person and the authenticity of the signature. The Participant hereby authorizes the DAB to act in reliance thereon in executing instructions. Any change in the name or other relevant information about Authorized Persons shall be delivered to the DAB at least 15 days prior to the effective date of such change.

ATS APPLICATION FORM

Application to Join ATS	
To:	XXXX Central Bank of Afghanistan Afghanistan
From:	Name of Applicant:
	Place of Incorporation:
	Afghanistan Company Number/ Afghanistan Registered Body Number/ Afghanistan Business Number:
	Registered Office Address/ Principal Place of Business in Afghanistan: BANK Register / License Number/ date Date of issued License Number by DAB
	SWIFT BIC:
	Name of Contact Person:
	Telephone Number:
	Fax Number:



E-mail:	
Preferred Start Date: <i>(This is the preferred date on which the Applicant wishes to be admitted as a Participant of ATS.)</i>	

The above named Applicant hereby applies for membership as a Participant in ATS. The Applicant agrees that if this application is accepted then subject to and in consideration of that acceptance:

- (1) The Applicant will observe and comply with the System Rules of ATS and the procedures detailed in the User Manual (as defined in those Rules) in force from time to time. The Applicant hereby acknowledges receipt of a copy of the System Rules and the User Manual as currently in force.
- (2) The Applicant will observe and comply with the requirements and directions of ATS and any relevant statutory authority in force from time to time relating to ATS.
- (3) The Applicant undertakes not to adversely affect the integrity of Payment Instructions sent and received between Participants or the settlement of those Payment Instructions (or otherwise introduce a significant new risk into ATS after becoming a Participant).
- (4) The Applicant undertakes not to impair the overall efficiency of ATS after becoming a Participant.
- (5) The Applicant undertakes to pay the fees and other amounts payable under the Rules by a Participant. (this fee may deduct from bank account with full description automatically)
- (6) The rights and obligations contained herein shall ensure not only to ATS, but to every other Participant who has agreed to observe and comply with the System Rules and User Manual.
- (7) The Participant hereby authorizes DAB to manage its accounts with DAB for the purpose of the proper functioning of ATS.
- (8) The following information is enclosed with this application to demonstrate that the Applicant satisfies the applicable requirements for membership which are contained in Rules

[list information and documents enclosed with the application]



ANNEXURE 3: PARTICIPANT APPLICATION FORM/ PARTICIPANT AGREEMENT

Terms not defined in this application have the same meaning as in the System Rules for ATS.

EXECUTED BY THE APPLICANT	
By or in the presence of:	
(Signature of Secretary/Director)	(Signature of Director)
(Full name of signatory)	(Full name of signatory)



Annexure 4: User Application Form

(For a New User or to change the details of an existing User or to unblock a blocked User)

Application to Add / Change the details of / Unblock a User in ATS	
To:	XXXX Central Bank of Afghanistan Afghanistan
From:	Name of ATS Participant
	Place of Incorporation
	Company Number/ Registered Body Number/ Business Number:
	Registered Office Address/ Principal Place of Business in Afghanistan
	Postcode
	Name of Contact Person:
	Telephone Number:
	Fax Number:
	E-mail:
	<p><i>Complete the following details about the User</i> <i>If a new user also complete a User Profile</i> <i>Request Form</i></p>
	(strike out whatever is not appropriate)
	Requested action: Add / Change details / Unblock
	User's surname:
	User's forename:
	User's identity number:
	User's work title:
	User's place of work (address):

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ANNEXURE 4: USER APPLICATION FORM

	Approving officer's title:	
	Signature:	

The above named individual (the "Applicant") who is an employee of the Participant named above, hereby applies for User access to the ATS. The Applicant agrees that if this application is accepted then subject to and in consideration of that acceptance:

- (1) The Applicant will observe and comply with the System Rules of ATS and the procedures detailed in the User Manual in force from time to time. The Applicant hereby acknowledges receipt of a copy of the System Rules and the User Manual as currently in force.
- (2) The Applicant will observe and comply with the requirements and directions of DAB and any relevant statutory authority in force from time to time relating to ATS.
- (3) The Applicant undertakes not to adversely affect the integrity of Payment Instructions sent and received between Participants or the settlement of those Payment Instructions, or otherwise introduce a significant new risk into ATS after becoming a User. In particular, on receipt of a personalized e-token giving access to ATS, the Applicant undertakes to keep the e-token safe at all times and not to allow any other person to use it.

(4) The Applicant undertakes not to impair the overall efficiency of ATS after becoming a User. The rights and obligations contained herein shall apply not only to ATS, but to every other Participant and Participant End User who has agreed to observe and comply with the System Rules and User Manual.

The Applicant hereby requests DAB to set up the Applicant's User Profile as requested in the attached User Profile Request Form for the purpose of performing the selected ATS functions.

This Application Form is countersigned by the employing Participant's Security Administrator to acknowledge that the Applicant is an Employee of the Participant and that the Application is fully supported and endorsed by the Participant and that the Applicant acts under supervision of and on instructions from the Participant:

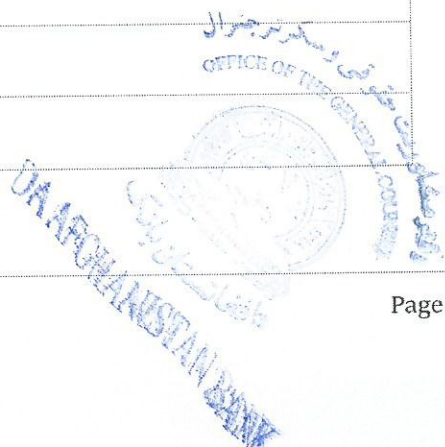
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ANNEXURE 4: USER APPLICATION FORM

Dated:	Dated:
SIGNED BY THE APPLICANT	SIGNED BY THE PARTICIPANT SECURITY ADMINISTRATOR(S)
<i>(Signature of Applicant)</i>	<i>(Signature of Participant Security Administrator(s))</i>
(Full name of signatory)	(Full name of signatory(ies))

Annexure 5: User Suspension/Deletion Request Form

Application to Block or Remove a User in ATS	
To:	XXXX Central Bank of Afghanistan Afghanistan
From:	Name of ATS Participant:
	Place of Incorporation:
	Company Number/ Registered Body Number/ Business Number:
	Registered Office Address/ Principal Place of Business in Afghanistan:
	Name of Contact Person:
	Telephone Number:
	Fax Number:
	E-mail:
	<i>Complete the following details about the User If a new user also complete a User Profile Request Form</i>
	(strike out whatever is not appropriate)
	Requested action:
	Block / Remove
	User's surname:
	User's forename:
	User's identity number:
	User's work title:
	User's place of work (address):
	User Name (as registered in ATS):
	Approving officer's title:
	Signature:



ANNEXURE 5: USER SUSPENSION/DELETION REQUEST FORM

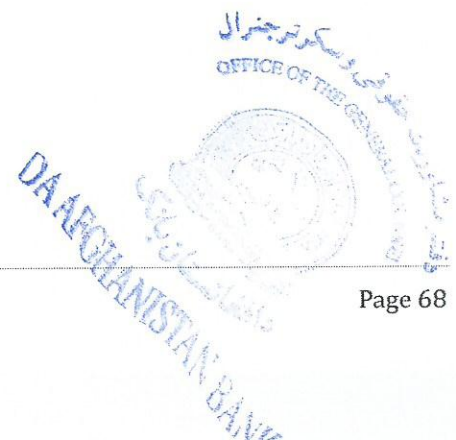
We hereby apply for the User access to the ATS EPS for the user named above to be **Blocked/Removed** (*strike out whichever is not applicable*).

Signed by the Participant's Security Administrator(s)

Signature: _____

Full Name: _____

Date: _____



Annexure 6: ATS Daily Time Table

TIMETABLE OF TRANSACTIONS

ATS/CSD Event	Time	Activities that can be performed	How activity is initiated
ATS application is running			ATS operator
		<ul style="list-style-type: none"> Maintenance of parameters and Participant details 	DAB
		<ul style="list-style-type: none"> Entry of any manual financial transactions by DAB and uploading of any overnight transactions from the DAB GL 	DAB
Start of Day	08:30	<ul style="list-style-type: none"> Settlement of overnight DAB GL transactions Settlement of Billing debits (daily/monthly) Settlement of any queued value-dated transactions for the current day 	Automatically by ATS
Account Housekeeping		<ul style="list-style-type: none"> Calculation of provisional clearing results Management of Reserves Requesting of Liquidity 	DAB and Participants
Open for Business	09:00		
CSD Start of Day	09:15		
CSD Start of Business Day	09:30		

ANNEXURE 6: ATS DAILY TIME TABLE

First Bulk Clearing Session	10:10 – 11:00	<p>Entry of payments- ACH Batches</p> <ul style="list-style-type: none"> - Cheques • Settlement of payments • Reversal of item(s) inside batch • Creation of ILFs by ATS • Reversal of ILFs RTGS Transfers entered simultaneously • 	DAB and Participants
		<ul style="list-style-type: none"> • The bulk payments already received will be netted together, the NSI will be posted and the details of payments sent to each receiving Participant. 	Automatically by ATS
Account Housekeeping	11:00	<ul style="list-style-type: none"> • Calculation of provisional clearing results • Management of Reserves • Requesting of Liquidity 	DAB and Participants
Second Bulk Clearing Session	12:40 – 13:30	<ul style="list-style-type: none"> • Entry of payments <ul style="list-style-type: none"> - ACH Batches - Cheques • Settlement of payments • Reversal of item(s) inside batch • Creation of ILFs by ATS • Reversal of ILFs • RTGS Transfers entered 	DAB and Participants


ANNEXURE 6: ATS DAILY TIME TABLE

		simultaneously	
		<ul style="list-style-type: none"> The bulk payments already received will be netted together, the NSI will be posted and the details of payments sent to each receiving Participant. 	Automatically by ATS
Account Housekeeping	13:30	<ul style="list-style-type: none"> Calculation of provisional clearing results Management of Reserves Requesting of Liquidity 	DAB and Participants
Third Bulk Clearing Session	14:10 – 15:00	<ul style="list-style-type: none"> Processing of Returns 	DAB and Participants
		<ul style="list-style-type: none"> The returned bulk payments and cheques already received will be netted together, the NSI will be posted and the details of payments sent to each receiving Participant. 	Automatically by ATS
Initial Cut-Off	15:10	<ul style="list-style-type: none"> ICO Reports 	Automatically by ATS
		<ul style="list-style-type: none"> Rejection of any new customer payments Cancellation of unsettled batches with current day's settlement date 	Automatically by ATS
		<ul style="list-style-type: none"> Entry of Bank-to-Bank payments to clear Participants' positions Reversal of ILFs by 	DAB and Participants

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ANNEXURE 6: ATS DAILY TIME TABLE

		Participants <ul style="list-style-type: none"> • Management of Reserves • Set up IFT Reserve 	
Intraday Auction Cutoff	15:15		
Final Cut-off	15:30	<ul style="list-style-type: none"> • Queue Control by Participants stops • SCO Report 	Automatically by ATS
		<ul style="list-style-type: none"> • No new Bank-to-Bank payments will be accepted by ATS 	Automatically by ATS
		<ul style="list-style-type: none"> • Entry of any further DAB transactions to clear Participant positions 	DAB
		<ul style="list-style-type: none"> • Information to GL for Overnight Loans 	Automatically by GL
		<ul style="list-style-type: none"> • Management of any problems with queued NSIs, Collection Orders and other DAB Debits 	DAB
		<ul style="list-style-type: none"> • Reversal of any remaining ILFs 	Automatically by ATS
		<ul style="list-style-type: none"> • Cancellation of any remaining customer and inter-bank payments • FCO Report 	Automatically by ATS
		<ul style="list-style-type: none"> • Entry of any final DAB transactions 	DAB
DvP Cutoff	16:00		

ANNEXURE 6: ATS DAILY TIME TABLE

FoP Cutoff	16:30		
CSD End of Business Day	16:40		
CSD End of Day	16:50		
End of Day	17:00	<ul style="list-style-type: none"> Final positions MT 950 Statements End of day reports Billing charges accrued 	Automatically by ATS
		<ul style="list-style-type: none"> Backup 	As per DAB procedures
		<ul style="list-style-type: none"> DAB Archiving 	<p>Automatically within ATS</p> <p>Externally as per DAB procedures. These will be included in the IT Administration Manual</p>
IFT	24/7	<ul style="list-style-type: none"> Continuous clearing of Direct Credit Payment Instructions as soon as an IFT window is available 	Automatically by ATS

SECOND SAMPLE:

Time	ATS Event	Activities by Participants and Available Transactions
08.00	Start- of- Day	▪ ATS Start-of-Day
08.15		DAB Housekeeping period
08.30	Open for Operation	Participants can send and receive payments The DAB shall enter Net Settlement batches from other clearing systems, account transfers and its own payments
11.00	First Bulk Clearing Session	The Bulk payments already received for the current date will be netted together, the net settlement instructions will be posted and the details of payments sent to each receiving Participant. Depending on the session parameters, Direct Debits from previous days will or will not be processed.
15.00	Second Bulk Clearing Session	Same as the first session
16.00	Initial Cut-off	ATS no longer accepts MT10x high value payments or Bulk Payments. Initial Cut-off reports are generated. Closed to new payments, except for bank to bank and account transfers Queue clearance may be effected by application of gridlock resolution tools by the DAB and by deletion or reprioritization of queued payments by participants Participants must arrange to have sufficient available funds to allow reversal of ILF drawings prior to Final Cut-off
16.30	Final Cut-off	Only the DAB can submit ATS transactions after the Final Cut-off. Session closed, queue/settlement processing will cease and any transactions still in queue will be rejected

ANNEXURE 6: ATS DAILY TIME TABLE

		Final Cut-off reports are generated.
16.45	End of Day	ATS EoD reports available for downloading Update and Reconciliation with files sent from ATS
17.15	System Close	

Annexure 7: Annual Audit Form

Participant: [Name]

Self-Assessment for: [Year]

Please answer the following questions giving full details as necessary

A. ATS-related fraud

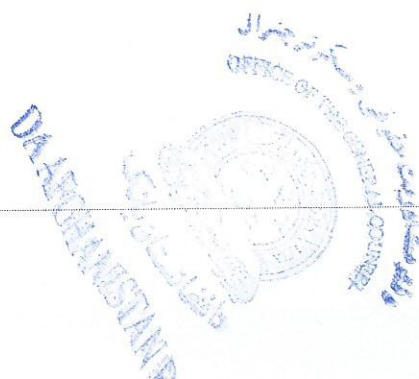
- (1) Has your organization experienced any ATS-related actual or attempted fraud during the year?
- (2) If so, was this reported to DAB in accordance with the ATS Terms and Conditions?
- (3) Was the means of the fraud identified and rectified?
- (4) Did the fraud result in any financial loss to your organization or to its customers?
- (5) If so, is recovery still being sought?

B. Contingency planning and contingency facilities

- 1) Does your organization have a documented contingency plan for its ATS operations?
- 2) If not, when do you expect to have such a plan?
- 3) Does the plan satisfactorily cover significant potential contingency scenarios?
- 4) Does your organization maintain fallback computer facilities and/or communications for the interface(s) used for ATS communications?
- 5) If your organization does maintain a fallback computer facility, is it at a separate site to your main computer facility?
- 6) Are you satisfied that potential business risks have been analyzed and addressed?

C. System down time and resilience

- 7) Have your ATS operations been subject to significant or recurring downtime or disruption?
- 8) If so, were these reported to DAB and recorded in a Contingency Event Log in accordance with the ATS procedures?
- 9) Are you satisfied that your ATS-related systems have sufficient capacity and resilience to service your ATS payment traffic in a timely and safe manner?



Short Name	Full Name	Explanation/Definition
	Acceptance (for settlement)	The moment at which a payment transaction becomes irrevocable as far as the sender is concerned. This is the point at which a transaction passes the tests to determine whether there is sufficient funds or collateral for the transaction to proceed.
	Addressee	Participant receiving a Payment Instruction from the system.
	Administrator	Central Bank Official involved with the administration of the ATS and its component modules.
ATS	Automated Transfer System	A clearing and settlement system that combines the functions of Real-Time Gross Settlement for high value/urgent payments with those of an Automated Clearing House for Bulk/Low value payments. The ATS system is an ATS.
	Audit Trail	A sequential record of events having occurred in a system.
	Authenticated fax	A fax bearing a code or a signature that can be used as confirmation that the source of the fax is authentic and that the recipient can therefore act on its instructions with confidence that the instructions are genuine.
	Authentication	The methods used to verify the origin of a message or to verify the identity of a participant connected to a system and to confirm that a message has not been modified or replaced in transit
	Authorized Person / Authorizing Person	Person duly authorized by all necessary action to access data and to provide instructions with respect to bank accounts, funds transfers and other financial transactions by electronic means and/or person designated to access such data and to provide instructions, on behalf of the Participant in connection with the Services and the limitations, if any, upon such authority.
	Available balance Or Available funds	The funds available for settlement of transactions at any moment. Calculated using pre-defined components, including opening balance, the net value of credits and debits processed, minimum reserve requirement and account limits (if any).

	Back-up	Refers to the process of keeping off-site copies of system files and the ATS database on a daily basis to ensure that the system can be recovered in the event of a failure or disaster. Also used to refer to the copy files.
	Batch	The transmission or processing of a group of payment orders and/or securities transfer instructions as a set. A Bulk payment may be split into batches destined for a single receiver for processing. Bulk payments in ATS must be in Unifi format.
BIC	Bank Identifier Code	A unique address that identifies precisely the financial institutions involved in international financial transactions. Normally SWIFT BICs are used in the systems, but other agreed codes can be used. A SWIFT BIC consists of eight or eleven characters comprising the first three or all four of the following components: Bank Code (4), Country (2) Code, Location Code (2) and Branch Code (3). SWIFT BICs are allocated and managed by SWIFT.
	Bi-Lateral Limits	See "Limit"
	Block	An action taken via an ATS menu function which prevents a specific Participant from sending and or receiving payment messages to/from the system.
	Bulk	A set of payment orders delivered together for processing which may be destined for several receivers
BI	Bulk Payment Instructions	Payment instructions delivered to the clearing and settlements system as Bulk files, e.g. for Direct Debit or Payroll
	Business Continuity	A payment system's arrangements that aim to ensure that it meets agreed service levels even if one or more components of the system fail or if it is affected by an abnormal external event. Include both preventative measures and arrangements to deal with contingencies.
	Business day	A day on which ATS is operating to process payments.

	Claw back	An action whereby a sender Participant rescinds money that has already been disbursed to the receiving Participant.
	Collateral	An asset that is delivered by the collateral provider to secure an obligation to the collateral taker. Collateral arrangements may take different legal forms; collateral may be obtained using the method of title transfer or pledge of assets.
	Collection order	Collection Orders entered by Central Bank. These transactions are initiated by Central Bank as a result of Central Bank requirements or court-ordered collections and as such have the highest priority for settlement of any transaction entered into ATS.
	Constraining Event	Processing, communications or other failure of a technical nature; Inaccessibility (total or partial) to facilities by means of which payments are sent and received; or Manifestation of industrial action, which affects, or may affect, the ability of any Participant to participate to the normal and usual extent in sending and receiving payments.
	Contingency Event	Any Constraining Event or any other event or circumstance specified by Central Bank.
	Cut-off	A designated time limit beyond which certain functions cannot be performed or must be terminated
DD	Direct Debit	A payment system whereby Participants are authorized to debit a customer's bank account directly at regular intervals.
DvP	Delivery versus Payment	Mechanism used in securities transfers transactions, which ensures that the final transfer of the securities (the delivery) can be considered completed only if the actual payment for the transaction has been made.

	Digital Certificate	An encrypted text, which enables devices such as electronic tokens to be authenticated by the system and system components to authenticate each other, using PKI methods (see PKI).
	Digital Signature	A string of data generated by a cryptographic method that is attached to a message to ensure its authenticity as well as to protect the recipient against repudiation by the sender.
	Disabled	An action taken via an ATS menu, which prevents a specific Participant from being able to send transactions or to access the system.
SA	Settlement Account	An account with a central bank, a settlement agent, or a counterparty, used to hold funds and securities and to settle transactions between participants in a system.
EOD	End-of-day	End of the business day for a specific application.
	Fallback Site	The name usually used to refer to the site for back-up operations. Often they are operated remotely by engineered remote management tools.
FCO	Final-Cut-off	Time at which ATS cuts off processing of ATS transactions and cancels any queued transactions, to these Rules.
FoP	Free-of-Payment delivery	Delivery of securities with no corresponding payment of funds. This may happen when securities are transferred within the same dealer's accounts
	Force Majeure Event	Any event due to any cause beyond the control of the relevant party, including any natural, technological, political or similar cause.
FX	Foreign Exchange	The process of buying and selling currencies
	Final Settlement	Settlement that is irrevocable and unconditional.
	Gateway (also referred to as STP Gateway)	A solution for the integration of the ATS with Participant banks' existing back-office and client services. It links the bank's internal systems with the ATS via JMS and the Virtual Private Network (VPN) for Straight-Through Processing (STP) of all high and low value payments

GL	General Ledger	Central Bank's General ledger – System in which the accounts of Central Bank's clients, including the banks are held.
	Individual Payment	A high-value payment instruction submitted as an individual transaction for immediate settlement
ATS	Automated Payment and Securities Settlement System	The Automated Payment and Securities Settlement System, comprising the CMA ATS (covering real-time and bulk settlements).
	Gridlock	A situation that can arise in a funds or securities transfer system in which the failure of some transfer instructions to be executed (due to insufficient funds or securities balances) prevents fulfilment of a substantial number of instructions given by other participants
	Gridlock Resolution	Resolution of the gridlock condition without overdrawing the accounts involved.
	Gross Settlement	The settlement of funds and securities transfer, which is effected individually on an order-by-order basis, i.e. without netting debit against credit payment transfers.
	Government Securities	Securities issued by the Government of Afghanistan or (in many cases) the Central Bank.
HV	High Value	High Value, used mainly for description of the payment type where transactions are settled individually in real-time
	Initial-cut-off	Time at which ATS cuts off processing of ATS transactions other than inter-bank transactions as indicated in Annex 10 to these Rules.
IR	Initial Report	The blueprint for the project, describing the localization requirements, functional details for special functions, the project plan and the operational management of the project.

	Insolvency Event	Any collective measure provided for in the law of Afghanistan or a third country, either to wind up the Participant or to reorganize it, when such measure involves the suspension of, or the imposition of limitations on transfers or payments, such as an adjudication order, a request for composition, extension or suspension of payment, moratorium, liquidation and other similar judicial procedures.
	Interface	The common boundary between two functional elements, two layers of a system architecture, or between two physical devices that is defined by its functional characteristics, common physical characteristics of the link between them, signal or other characteristics.
ILF	Intraday Loan Facility	Credit extended for a period of time that is less than one business day. The credit is provided by the central bank for the purpose of providing liquidity for a [bank] Participant in the market, in this case the ATS system.
ISO	International Standards Organization	The International Organization for Standardization (ISO) is a worldwide federation of national standards bodies from some 140 countries. The mission of ISO is to promote the development of standardization in order to facilitate the international exchange of goods and services.
	in writing	By secured e-mail or for Participants that cannot receive secured e-mail, by authenticated faxes or by SWIFT-type message MT 999 or MX.
LAN	Local Area Network [communications]	A computer network that spans a relatively small area. Most LANs are confined to a single building or group of buildings. However, one LAN can be connected to other LANs over any distance via telephone lines and radio waves. A system of LANs connected in this way is called a wide-area network (WAN).

	Liquidity	The ability of a settlement system participant to meet its current obligations in respect of funds and/or securities transfer. In the context of Automated Transport Systems, the liquidity of a participant in the settlement is measured by four components: available funds (balance) on the current account, queued payment transfers from other participants in the settlement system to its account, credits extended by the central bank and funds from interbank money market transactions.
	Limit	Limits allow drawing funds from an account only within a set amount (the limit). The ATS application provides a function that enables participants to set up bi-lateral limits against other participants
	Materials	These Rules and each related Annex and attachment thereto and hereto, as supplemented by related materials, including User Manuals, data, processes and other documentation provided by Central Bank.
MOF	Ministry of Finance	The manager of government accounts. An ATS User via Central Bank
NSI	Net Settlement Instruction	The settlement of funds transfers between or among counterparties on a net basis. An NSI contains debits and credit for banks which sum to zero. The NSI is passed to ATS where the banks' Settlement Accounts are debited and credited accordingly.
	Netting	An agreed offsetting of obligations between two or more parties or participants in which a great number of obligations is reduced to a smaller number of obligations.
	Operational hours	The system day of ATS, which is defined through a number of operating 'windows' delimited in ATS by Start-of-day, Initial Cut-off, Final Cut-off and End-of-day.

	Participant Security Administrator	An individual at each Participant who is responsible for liaison with Central Bank regarding addition and deletion of Users, amendment of User information including profiles and management of e-tokens and certificates.
	Payment	The payer's transfer to the payee against a payee's monetary claim in a manner acceptable for the payee.
	Payment Instruction	See – Payment Order.
	Payment message	A set of data transferred via an electronic mechanism representing the sender and receiver of the transaction and the amount to transfer, which enables the settlement of transactions between participants in a payment system.
	Payment Order	An order (instruction) or message requesting the transfer of funds. The order may relate to a credit transfer, debit transfer or cheque payment.
PO	Payment Originator	The Payment Originator forms part of the ATS application. It is a web-based application that enables authorized users at a participant/Central Bank to enter transactions
	Pending Queue	Waiting queue in which Payment Instructions whose settlement is postponed due to a lack of Available Funds are stored.
	Payment System	A Payment System consists of a set of payment instruments, banking procedures, and typically inter-bank funds transfer systems ensuring the secure circulation of money.
	Payment warehouse	The concept of storing payment transactions for later execution on specific dates. The ATS allows HV transactions to be stored for execution on future dates and allows Direct Debit files to be input before their value date in order to permit refusal processing
	Pledge	A delivery of property to secure the performance of an obligation owned by one party (debtor/pledger) to another (secured party). A pledge creates a security interest in the property so delivered.

	Profile	A list of functions that can be accessed in ATS that are assigned to a particular User or group of Users thereby limiting access to only those function for that User or group of Users.
PKI	Public Key Infrastructure	A highly secure method for securing access and information transfer based on the use of Public and Private keys. Allows for data encryption, server authentication, message integrity, and client authentication for connections between the user's browser and the application server. Can be used to achieve non-repudiation of transactions
	Primary Site	The ATS principal operating site.
	Security Procedures	The procedures and the methods designated in these Rules.
Repo	Repurchase of Securities	An agreement in which money is lent against securities with a change in beneficial ownership, on the basis that they will be bought back at the end of the day or on a later date. This process may be automated.
	Real-Time Gross Settlement	Gross Settlement in which processing and settlement take place in real time (continuously).
	Reserve account	Accounts within ATS, which enable Participants to set aside funds for specific purposes. Funds in reserves may only be used to settle transactions with specific TTCs – e.g. NSI transactions for specific Clearing Houses
	Security Administrator	An authorized person at Central Bank or a Participant that has access to ATS for the purpose of maintaining User details and the Profiles of User in the ATS system. A Security Administrator cannot have access to ATS payment entry, management and enquiry functions.
	Settlement Account	An account with the Central Bank, which is maintained in the ATS by a Participant institution subject to the rules and procedures of the ATS system.
	Settlement [Service] System	The system in which the settlement operation takes place.

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	Settlement Participant	A settlement participant in a system for transfer of funds or securities who delivers and receives funds or securities to/from other settlement participants through one or more accounts at the settlement institution for the purpose of settling funds or securities transfers in the system.
	Services	Means all services provided or to be provided by Central Bank pursuant to these rules.
STP	Straight Through Processing	The provision of integrated systems connecting customers to [bank] account, credit and operational management processing of payment [and other] transactions. STP eliminates paper and intervention processing such as re-keying of transactions between one system and another.
SMT	Sub Message Type	Sub Message Type indicates the type of message which is embedded into a containing SWIFT message such as an MX or MT298 or related Message type, which can contain customized message content
STPG	STP Gateway	See "Gateway"
	Substitution	Recalling the securities pledged, reopen or lent from a borrower and replacing them with other securities of equivalent market value during the life of the transaction concerned.
SVPO	Small Value Payment Order	A payment instruction initiated by a payer to debit its own account and credit the account of a beneficiary (i.e. a credit transfer).
	E-token	A USB token which carries an embedded chip with memory and/or processor functions in which is contained a digital certificate allocated to a specific User (also e-token).
SWIFT	Society for Worldwide Interbank Financial Transactions	International institution owned by banks which enables electronic messages to be sent securely between banks and financial institutions.

	System Administrator	The person appointed by Central Bank to supervise the operation of the ATS system.
	System close	The time at the end of the Business Day when the servers and other equipment supporting EPS are powered down, as indicated in Annex 10 to these Rules.
	System Operator	The organization that owns and has legal responsibility for operating a payment system and lays down operating rules.
	Technical acceptance	The point at which format and other technical validations have been completed by ATS and ATS has accepted a payment instruction as valid, but has not yet conducted the funds availability check.
	Technical Operator	The organization that has technical responsibility for running a system.
TTC	Transaction Type Code	The ATS system uses a Transaction Type Code to identify each type of payment message and how it should be processed
UAT	User Acceptance Test	The final test of a system by Users, exploring all business functions as well as the performance of the system under stress and disaster recovery procedures. The testing scope is based on ATS functionality and the design specification as defined in this Initial Report
	User	A staff member or appointed agent of a Participant who is entitled, under these Rules and under the rules and procedures of that Participant, to use the EPS facilities, and has been issued with an access control e-token, PIN, username and password.
	User Manual/ Guides	User Manuals/ Guides defining how to use ATS.
	Value date/Value day	The date (day in the calendar) on which the amount of the fund transfer will be at the disposal of the receiving bank (payee) or its client.

WAN	Wide area [communications] network	LANs connected to other LANs over any distance via telephone lines and radio waves.
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