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Access Point Service Provider Deed Poll

By

[Insert full legal name of Access Point Service Provider]

(**Access Point Service Provider**)

In favour of

Accreditation Body

AND

Digital Business Council

AND

Commonwealth of Australia as represented by the **Australian Taxation Office's Australian Business Register**

(Individually and jointly the **Accreditation Body**)

Contents

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THIS DEED POLL is made on **[insert date]**

BY

[INSERT FULL LEGAL NAME OF ACCESS POINT SERVICE PROVIDER]
ABN [INSERT]

of [Address]

[email]

('**Access Point Service Provider**')

IN FAVOUR OF

Accreditation Body

of [Address]
[email]

AND

Digital Business Council

of [Address]

[email]

('**Council**')

AND

COMMONWEALTH OF AUSTRALIA represented by the Australian Taxation Office's **Register of Small Business**

ABN 51 824 753 556

of [Address]

('**ATO**')

(Individually and together the '**Accreditation Body**')

Background

A. The Access Point Service Provider wishes to provide Access Point services to Clients under the Accreditation Body's eInvoicing Interoperability Framework (**Framework**).

B. The Framework details the procedures, standards and guidelines for the electronic exchange of Business Documents between participants under the Framework.

C. The intent of the Framework is to provide a national framework to allow the entire business community to have access to a range of competitive solutions that are able to exchange information digitally. To do this the Access Point Service Provider must conform to the minimum operating and technical standards required by this Deed Poll. While commencing with eInvoicing it is intended that the types of transactions implemented will expand over time to include other aspects of the procure to pay life cycle.

D. The Accreditation Body oversees and may audit the services provided by the Access Point Service Provider, to ensure that they are provided and maintained in accordance with the Framework.

E. The Access Point Service Provider is Accredited to access and adopt the Framework on the terms and conditions set out in this Deed Poll.

F. The Access Point Service Provider declares that this Deed Poll is entered into for the purposes of protecting the integrity of the Digital Capability Locator and the Framework. Once Accredited,- the Access Point Service Provider may access the Accreditation Body's Digital Capability Locator and use the Accreditation Body's logo in accordance with the Rules set out in Schedule 4 to this Deed Poll.

This Deed Poll witnesses as follows

1   Definitions and Interpretation

1.1   Definitions

For the purposes of this Deed Poll unless otherwise specified:

Access Point or AP means a software messaging service which sends and receives electronic Messages and which can be implemented internally by an organisation or business or provided by an external provider to a Client.

Access Point Service Provider means a provider of Access Point services to a Client.

Access Point Service Provider Contact means the contact point appointed by the Access Point Service Provider and notified in writing to the Accreditation Body to be the Access Point Service Provider's contact for the purposes of this Deed Poll and with the responsibility to fulfil the Access Point Service Provider's obligations under clause 8.6(b).

Accreditation or **Accredited** means the approval to operate an Access Point service, granted by the Accreditation Body to an Access Point Service Provider, upon the Access Point Service Provider committing to adhere to the standards specified under the Framework and to the requirements in this Deed Poll.

Accreditation Body means the Council, the ATO or both and includes their successors.

Accreditation Body's Website means the Accreditation Body's Website accessible at: http://digitalbusinesscouncil.com.au

Accreditation Fee means the fee payable by the Access Point Service Provider to the Accreditation Body as set by the Accreditation Body and notified on the Accreditation Body's Website to be considered for Accreditation under the Framework by the Accreditation Body.

Available means with respect to an Access Point, being capable of receiving and sending electronic Messages in accordance with the Framework.

Binding Implementation Practice Note means a notification issued by the Accreditation Body that outlines operational guidance on methods or practices for implementing the Framework.

Business Day means any day other than a Saturday, Sunday or public holiday in Canberra, Australian Capital Territory.

Business Hours means anytime between 9am and 5pm (local time) on a Business Day.

Business Documents means Accreditation Body endorsed documents used by the business in its day-to-day activities such as invoicing.

Client means a business, organisation or any other entity, for which the Access Point Service Provider provides its Access Point services.

Confidential Information of a Party means:

(a)   information, know-how, ideas, concepts and technology of a confidential nature relating to or developed in connection with the business or affairs of the Party which is disclosed to, learnt by, or which otherwise comes to the knowledge of or into the possession of the other Party;

(b)   information designated by that Party as confidential; or

(c)   information regarding clients, customers, employees, contractors of or other persons doing business with that Party,

but does not include information:

(d)   which is or becomes generally available in the public domain, other than through any breach of confidence;

(e)   rightfully received by the other Party from a third person who is under no obligation of confidentiality in relation to the information and who has not obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first Party; or

(f)   that has been independently developed by the other Party.

Contingency means any Disabling Event.

Corporations Act means the *Corporations Act 2001* (Cth).

Council means the Digital Business Council in ~~what ever~~whatever legal form it may be in and which constitutes the industry representatives, representing business interests.

Deed Poll means this Deed Poll made by the Access Point Service Provider in favour of the Accreditation Body, the Council and the ATO comprising the following:

(a)   any Binding Implementation Practice Note issued by the Accreditation Body;

(b)   the clauses in the body of this Deed Poll;

(c)   the paragraphs in the body of the Schedules;

~~(d)   the Rules;~~

~~(e)~~(d)   the Implementation Guide; and

~~(f)~~(e)   the Framework.

Defect means any characteristic that makes the whole or any part of an Access Point inoperable or inconsistent with the requirements of this Deed Poll including any Binding Implementation Practice Note issued by the Accreditation Body, the clauses in the body of this Deed Poll, the Implementation Guide, the paragraphs in the body of the Schedules or the Framework.

Digital Capability Locator is a service for looking up the location of the Digital Capability Publisher for a Participant.

Digital Capability Publisher or DCP means a store of the details of the capabilities of Participants and includes the scenarios they can process, the data formats they support and the delivery address for their Business Documents..

Disabling Event means any:

(a)   processing, communications or other failure of a technical nature;

(b)   inaccessibility (total or partial) of facilities by means of which exchanges are conducted; or

(c)   manifestation of industrial action, which affects, or may affect, the ability of an Access Point Service Provider to participate to the normal and usual extent in the electronic exchange of Business Documents.

Domain of Responsibility means an Access Point Service Provider's function and maintenance of its services, required for interacting within the scope of the Framework.

Effective Date means the date from which this Deed Poll takes effect, which is the day on which the Access Point Service Provider signs it.

Force Majeure Event means any circumstance not within the reasonable control of the affected Party, to the extent that:

(a)   the circumstance cannot be avoided, prevented or remedied despite the exercise of reasonable diligence by the Party;

(b)   the circumstance materially affects the ability of the Party to perform its obligations under this Deed Poll; and

(c)   the Party has taken all reasonable precautions to avoid the effect of the circumstance on the Party's ability to perform its obligations under this Deed Poll and to mitigate the consequences thereof.

Framework means the Accreditation Body's eInvoicing Interoperability Framework which details the procedures and guidelines for the electronic exchange of Business Documents between its Participants as modified from time to time and which is accessible at: http://digitalbusinesscouncil.com.au

GST has the meaning given to that term in the GST law.

GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Harmful Code means any computer program, trojan, virus or other code which is not intended to serve a legitimate purpose and which is harmful, destructive or disabling or which assists in or enables theft, alteration, denial of service, unauthorised access to or disclosure, destruction or corruption of information, data or software.

Implementation Guide means documents published by the Accreditation Body that outline and describe a set of rules and guidelines in relation to the implementation of connectivity and interoperability on the use of the standards.

Insolvency Event in relation to the Access Point Service Provider (**Insolvent Party**) means the happening of any one or more of the following events:

(a)   the Insolvent Party ceases, or takes steps to cease, to conduct its business in the normal manner;

(b)   the Insolvent Party enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;

(c)   the Insolvent Party is unable to pay its debts when they are due or is deemed under the *Corporations Act 2001* (Cth) to be insolvent;

(d) a liquidator or provisional liquidator is appointed to the Insolvent Party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of the Insolvent Party;

(e) an application or order is made or a resolution is passed for the winding up of the Insolvent Party;

(f) being an individual is declared bankrupt, seeks a composition of creditors, suspends payments or in any other way is deemed to be insolvent; or

(g) any act or event analogous or having a substantially similar effect to any of the events specified in paragraphs (a) to (f) of this definition.

Key Operating Staff means Personnel directly responsible for overseeing and maintaining the services provided by an Access Point under the Framework and includes all directors, the company secretary, the chief executive officer, the chief operating officer, the chief financial officer, chief information officer, chief technology officer, and all equivalents in an organisation, partnership, trust or company.

Law means any applicable law including any common law, equity, statute, legislation, regulation, proclamation, ordinance, by-law, mandatory code of conduct, writ, judgment and any binding award or other industrial instrument.

Loss means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs on a full indemnity basis.

Message means an electronic message or signal sent or received by the Participants under the Framework.

Participant means the Accreditation Body, Accredited Access Point Service Providers, Digital Capability Publisher Service Providers and Digital Capability Locator Service Providers and the businesses, organisations and other entities who have adopted the Framework.

Party means:

(a) the Access Point Service Provider;

(b) the Accreditation Body;

(c) the Council;

(d) the ATO; or

(e) any combination of them as may be relevant in the circumstances.

Personal Information means:

(a)   information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not; or

(b)   information or a document that relates to the affairs or personal particulars of another person (such as a company or a business),

which is received or learnt by the Access Point Services Provider from any source as a consequence of or in the performance of its rights and obligations under this Deed Poll.

Personnel means in respect of a Party, employees, secondees, directors, officers, contractors, professional advisers and agents of that Party, and in relation to the Access Point Service Provider includes such individuals of its subcontractors.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth), the *Telecommunications Act 1997* (Cth), any registered Australian Privacy Principles Code that binds the Access Point Services Provider, the Privacy Policy issued by the Accreditation Body (available at: www.[insert]/privacy),http://digitalbusinesscouncil.com.au/privacy), and any other Laws, industry codes and policies relating to the handling of Personal Information.

Related Body Corporate has the meaning given to that term in section 9 of the *Corporations Act 2001* (Cth).

Rules means the logo use rules which form Schedule 4 of this Deed Poll.

Service Provider means an Access Point Service Provider, a Digital Capability Publisher Service Provider or Digital Capability Locator or any combination of them as appropriate to the circumstances.

Term means the period described in clause 3.

Testing Requirement means the requirements under clauses 4.1 and 6.2 as set out in more detail in Schedule 3.

Warning Note means a written notice directed to the Access Point Service Provider describing an issue of concern or complaint and a timeframe to rectify the issue of concern or complaint.

1.2   **Interpretation**

In this document:

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(a)   headings are for convenience only and do not affect interpretation;

(b)   the singular includes the plural and vice versa;

(c)   a gender includes every other gender;

(d)   where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(e)   a reference to a Party to this Deed Poll includes the Party's successors and permitted assignees;

(f)   a reference to a person includes a firm, a body corporate, an unincorporated association or an authority and vice versa;

(g)   a reference to this Deed Poll or another document includes any variation, novation, replacement or supplement to any of them from time to time;

(h)   a reference to a part, clause, annexure, exhibit, appendix or schedule is a reference to a part of, clause of, an annexure, exhibit, appendix or schedule to this Deed Poll and a reference to this Deed Poll includes any annexure, exhibit, appendix and schedule;

(i)   a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;

(j)   a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;

(k)   a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;

(l)   mentioning anything after 'includes' or 'including' does not limit what else might be included;

(m)   no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this document;

(n)   a reference to dollars or $ is to Australian currency;

(o)   all references to time are to Canberra time; and

(p)   all references to accounting and financial terms have the meaning commonly given to them in accordance with the accounting principles generally accepted in Australia.

1.3 Relationship with the Framework

This Deed Poll refers to, and is to be read in conjunction with the Framework, published by the Accreditation Body on its website at:

http://digitalbusinesscouncil.com.au

http://digitalbusinesscouncil.com.au/interoperability-framework/

1.4 Precedence of documents

The following documents comprising this Deed Poll must be read in the following order of precedence:

(a) Binding Implementation Practice Note;

(b) the paragraphs in the body of the Schedules;

(c) the clauses in the body of this Deed Poll;

(d) the Rules;

(e)(d) the Implementation Guide; and then

(f)(e) the Framework.

2 Declarations

(a) The Access Point Service Provider declares that this Deed Poll is for the benefit of:

(i) the Commonwealth of Australia as represented by the Australian Taxation Office's Australian Business Register and any successors in title;

(ii) the Digital Business Council whether as an unincorporated body or as an incorporated body, whether called the Digital Business Council Limited or similar and any successors in title;

(iii) the Accreditation Body in whatever form it may be including as operated or directed or controlled by the Commonwealth of Australia or the Digital Business Council, or both.

(b) To the extent applicable, each declaration, undertaking, acknowledgement, promise and agreement of the Access Point Service Provider described in this Deed Poll is restated by the Access Point Service Provider at the time of any further submission of material or any other thing to the Accreditation

Body or to the Council or to the Commonwealth or to any of them by the Access Point Service Provider.

3   Term of this Deed Poll

3.1   When Deed Poll Commences

This Deed Poll commences on the date it is executed by the Access Point Service Provider which is set out in the execution page.

3.2   When Deed Poll Ends

This Deed Poll will end according to clause 22.

4   Eligibility

4.1   Eligibility to be Accredited as an Access Point Service Provider under the Framework

The Access Point Service Provider will be eligible to obtain the Accreditation Body's Accreditation to provide Access Point services and participate under the Framework as an Accredited Access Point Service Provider when it completes all of the following:

(a)   it successfully satisfies the Testing Requirements set out in Schedule 3 and in accordance with the processes and requirements of this Deed Poll and the Framework, and submits to the Accreditation Body the signed declaration as required by clause 4.3(a);

(b)   it completes a Service Provider Security Self-Assessment Template Guide and Questionnaire as contained in the Accreditation Body's Website and completes an annual review of this assessment;

(c)   it commits to cooperating as a Participant under the Framework by signing this Deed Poll and at all times complying with all requirements of the Accreditation Body's Website;

(d)   its Key Operating Staff are all fit and proper persons as demonstrated by those persons:

(i)   being competent to operate an Access Point Service Provider business (as demonstrated by the person's knowledge, skills and experience);

(ii)   having the attributes of good character;

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      (iii)   not being disqualified by law from performing their role for the Access Point Service Provider or by way of:

         (A)   becoming convicted of the equivalent of a Serious Commonwealth Offence as defined in section 15 GE of the *Crimes Act 1914* (Cth) against:

            (1)   a law of the Commonwealth of Australia or of a state or territory of Australia; or

            (2)   a law of a parliament of another country;

         (B)   determined not to be a fit and proper person as prescribed by any law of the Commonwealth of Australia or of a state or territory of Australia or another country;

         (C)   ever becoming bankrupt, applying to take the benefit of a law for the benefit of bankrupt or insolvent debtors, having compounded with creditors or assigned remuneration for the benefit of creditors; and

      (iv)   either having no conflict of interest in performing their role for the Access Point Service Provider, or if any conflict exists it will not create a material risk that the person will fail to properly perform their role for the Access Point Service Provider under the Framework;

(e)   it makes a declaration in accordance with clauses 4.3 and 4.3(a);

(f)   it provides the Access Point Service Provider services within eighteen (18) months of signing of this Deed Poll; and

(g)   it pays the Accreditation Fee as set by the Accreditation Body from time to time.

4.2   Eligibility to Remain Accredited as an Access Point Service Provider under the Framework

(a)   The Access Point Service Provider will continue to remain Accredited to provide Access Point services under the Framework and to participate under the Framework as a Participant provided it continues to satisfy the requirements of clause 4.1.

(b)   The Access Point Service Provider must immediately notify the Accreditation Body of any material change or expected material change to the matters contained in clause 4.1.

4.3   Accreditation Process

The Access Point Service Provider agrees and acknowledges that the process an Access Point Service Provider must follow to obtain Accreditation and become a Participant under the Framework is as follows:

(a)   Step 1 Downloading the ~~Testing Requirements~~Accreditation Starter Kit from the Accreditation Body's Website and submitting a request via the Accreditation Body's website to be allocated testing partners;

(b)   Step 2 Testing its software against the Testing Requirements described in clause 4.1 and recording the results;

(c)   Step 3 Uploading the ~~test results into~~testing declarations signed by each testing partner to the Accreditation Body's Website and ensure that the test results are stored in a form that can be audited by the Accreditation Body in accordance with clause ~~18~~19 for a period of not less than two (2) years;

(d)   Step 4 Uploading the declaration providing the information required by clauses 4.1(a), 4.1(b) and 4.1(d) in the form required by clause (a) and stating which, if any, of the Access Point service levels (bronze, silver or gold) specified in Schedule 2 it will provide to its Clients;

(e)   Step 5 Signing this Deed Poll and by doing so undertaking to comply with the Rules and uploading the signed copy of this Deed Poll to the Accreditation Body's website;

(f)   Step 6 The Accreditation Body will notify the Access Point Service Provider with ~~confirmation~~the outcome of the Accreditation Process or will request more information; and

(g)   Step 7 The Access Point Service Provider is Accredited once it has received a written notice of confirmation from the Accreditation Body in accordance with clause ~~5.1.~~5.1.

4.4   Evidence

The Access Point Service Provider must, when applying to the Accreditation Body for Accreditation, provide the Accreditation Body with a declaration of self-assessment in the form required by the Accreditation Body's Website.

5   Assessment and Appeals

5.1   Accreditation Body Assessment

The Accreditation Body will assess the Access Point Service Provider's information provided under clause 4 against the eligibility and testing requirements in clause 4 and Schedule 3 and determine in its sole discretion whether the Access Point Service Provider will be admitted as an Accredited Access Point Service Provider under the Framework.

5.2   Appeals

If the Access Point Service Provider is not satisfied with the outcome of its application to obtain Accreditation, it may appeal the Accreditation Body's decision in accordance with the appeal procedures issued by the Accreditation Body from time to time.

6   Testing

6.1   Provision of Current Test Results

(a)   The Access Point Service Provider must, when requested by the Accreditation Body, submit the current test results for its Access Point to the Accreditation Body for review covering the most recent build or configuration of the Access Point Service Provider's system within five (5) Business Days of the request.

(b)   If unable to produce the required test results within the timeframe specified in 6.1 (a) the Accreditation Body may request the Access Point Service Provider to retest its Access Point in accordance with the Testing Requirements and provide those results with a further five (5) Business Days to remain eligible as an Accredited Access Point Service Provider.

6.2   Testing requirements

The Testing Requirements with which the Access Point Service Provider must comply are contained in Schedule 3. These testing requirements may be updated at any time by the Accreditation Body. Following an update, the Accreditation Body will notify the

Access Point Service Provider, if it determines that the changes to the testing requirements are significant enough to undertake reassessment and retesting pursuant to clauses 5 and 6 respectively.

6.3   Logical Separation of environments

The Access Point Service Provider must ensure that an appropriate level of logical separation is enforced between its internal applications, particularly between its testing environment and its production environment. As a minimum, the Access Point Service Provider must ensure that an unauthorised business document (i.e. a test version) is not accidentally or otherwise accepted into the Access Point Service Provider's production system.

7   Access Point Service Provider's Obligations

7.1   General obligations

The Access Point Service Provider must:

(a)   provide the Access Point services relevant to its role as an Access Point Service Provider as set out in this Deed Poll including, in particular, the requirements of Schedule 2 and the Framework;

(b)   commence the provision of the services described in clause 6.1 (a) within eighteen (18) months of the Effective Date;

(c)   ensure that its Access Point services are provided and maintained in a reliable manner including as set out in Schedule 2;

(d)   comply with the Rules;

(e)   as far as it is possible, without violating confidentiality commitments to third parties or Privacy Laws, the Access Point Service Provider must make available to other Participants relevant information held by it which is needed by those Participants for providing and maintaining their services;

(f)   protect its own data systems against illicit use, Harmful Code, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties;

(g)   use reasonable endeavours to avoid the transmission of any Harmful Code, viruses, time bombs, worms or similar items or any computer programming routines that may adversely affect any other Participant's computer systems;

(h)   notify all relevant Participants within sixty (60) minutes if they observe disruption of service or an infrastructure failure as specified in Schedule 2 within its Domain of Responsibility which may endanger the fulfilling of agreed tasks under the Framework;

(i)   promptly inform the Accreditation Body in writing if there is any material change in any of the circumstances or requirements referred to in clause 4.1;

(j)   if unable to fulfil its obligations under this Deed Poll, promptly inform the Accreditation Body in writing; and

(k)   ensure that it has sufficient resources for the delivery of the Access Point services and for the maintenance of its own software systems.

7.2   Disputes between Accredited Access Point Service Providers and between Accredited Digital Capability Publisher Service Providers

Any dispute between Accredited Access Point Service Providers or between an Accredited Access Point Service Provider and Digital Capability Publisher Service Providers must be:

(a)   resolved amicably by negotiations between the Accredited Access Point Service Providers or between the Accredited Access Point Service Provider and the Digital Capability Publisher Service Provider within fifteen (15) days following notice from one provider to the other regarding the dispute;

(b)   escalated to the Accreditation Body if not resolved within fifteen (15) days, in which case the providers must agree on whether the decision from the Accreditation Body, or from one or more technical experts appointed by the Accreditation Body, will be considered binding or only advisory (as a basis for further negotiations); or

(c)   when none of the other options provides a satisfactory solution within thirty (30) days following notice from one provider to the other the providers may pursue other alternatives for resolution, including but not limited to, mediation or court proceedings.

8   Access Point Interoperability

8.1   Access Point Connectivity

The Access Point Service Provider must ensure that:

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(a)   its Access Point is able to connect to the Digital Capability Locator and the relevant Digital Capability Publisher, as a part of locating the digital address of other Access Points;

(b)   its Client is notified at the Access Point Service Provider's earliest convenience if it becomes aware that one of its Clients' business identifiers is not valid;

(c)   its Access Point is able to establish and maintain a Messaging connection with the other Access Point once the digital address of that Access Point Service Provider is located; and

(d)   its Access Point supports and conforms to any connectivity standards set out in the Implementation Guide published by the Accreditation Body.

8.2   Access Point Availability

The Access Point Service Provider must ensure that in relation to its Access Point:

(a)   the Access Point availability requirements set out in clause 7.1(a) and, if applicable, Schedule 2 are met;

(b)   that it notifies all accredited Service Providers and the Accreditation Body of any non-availability due to any issues for a planned period of time prior to the non-availability; and

(c)   if its Access Point does not receive an acknowledgement of receipt from any other Accredited Access Point it must follow the retry protocol outlined in the Implementation Guide published by the Accreditation Body.

8.3   Access Point Processing

The Access Point Service Provider must ensure that its Access Point:

(a)   adheres to the interoperability standards detailed in the Implementation Guide published by the Accreditation Body; and

(b)   follows the processing requirements set out in Schedule 2.

8.4   Messaging Service Infrastructure and Security Protocols

The Access Point Service Provider must comply with the most recent Messaging services infrastructure and security protocols as set out in the Implementation Guide published by the Accreditation Body.

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8.5 Problem and Error Management

(a) The Access Point Service Provider must comply with all applicable error management protocols and procedures set out in the Implementation Guide, including technical retry processes and procedures.

(b) If, when the Access Point of the Access Point Service Provider has sent another Accredited Access Point Service Provider a Message and

    (i) a success notification is not achieved within the timeframe set out in Schedule 3 after sending the original Message; and

    (ii) all retry protocols have been exhausted, as set out in the Implementation Guide

the Access Point Service Provider, at its earliest convenience, must notify this issue to the Client on whose behalf the original Message was sent.

8.6 Service Support

(a) The Access Point Service Provider's infrastructure and support arrangements for their Access Point must meet the availability requirements set out in clause 8.2 of this Deed Poll.

(b) The Access Point Service Provider must ensure that it has a current nominated Access Point Service Provider Contact with the Accreditation Body.

8.7 Contingency and Cooperation

(a) The Access Point Service Provider must cooperate with other Access Point Service Providers in resolving any Access Point service difficulties including due to or during a Contingency.

(b) To the extent that this cooperation does not adversely affect its own processing environment, an Access Point Service Provider receiving a request for assistance from another Access Point Service Provider may not unreasonably withhold that assistance.

9 Disconnections

9.1 Notice of Disconnection required

Before the Access Point Service Provider may be permitted to, or may implement, any disconnection of its connectivity or systems to its Access Point and maintain its Accreditation under the Framework, it must provide no less than fifteen (15) Business

Days prior written notice to accredited Service Providers and the Accreditation Body of the disconnection.

9.2 Revocation of Accreditation if Notice of Disconnection not provided

Where the Access Point Service Provider does not provide the relevant accredited Service Providers and the Accreditation Body with a notice of disconnection as required by clause 9.1, the Accreditation Body may revoke the Access Point Service Provider's Accreditation to participate under the Framework.

10 Costs and Charges

(a) The Access Point Service Provider must:

    (i) pay the Accreditation Fee specified in clause 4.1(g);

    (ii) bear its own development and operation costs relating to its own data systems and procedures as required to fulfil its obligations under this Deed Poll and under the Framework;

    (iii) not charge the Accreditation Body or Access Point Service Provider for any service whatsoever, unless specifically agreed in a separate agreement; and

    (iv) not charge for exchanging Business Documents between Access Points.

(b) The Access Point Service Provider may freely and independently determine the pricing it charges to its Clients for the services it provides to a Client.

11 Goods and Services Tax (GST)

11.1 Recovery of GST

If one Party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the Party that is liable to provide the GST-exclusive consideration (**Receiving Party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

11.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the Receiving Party must pay the GST amount when it is liable to provide the GST-exclusive consideration.

11.3 Indemnity and reimbursement payments

If one Party must indemnify or reimburse another Party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other Party registered for GST if it was required or entitled to do so, but will be increased under clause 11.1 if the payment is consideration for a taxable supply.

11.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST amount payable by the Receiving Party under clause 11.1 11.1 will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.

11.5 Time limit on payment of the GST amount

A Receiving Party is not required to pay the GST amount referred to in clause 11.1 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the Supplying Party within three years and 11 months after the end of:

(a)   the first calendar month in which any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply) is provided; or

(b)   if an invoice is issued prior to the provision of any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

12   Subcontracting

The Access Point Service Provider remains responsible for any Access Point services subcontracted by it.

13   Data Ownership

13.1 Message data owned by Client

The Access Point Service Provider acknowledges that the content of the Messages and their associated metadata is owned by the Client who originated the data.

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13.2 Client's permission to publish metadata

(a) The Access Point Service Provider must ensure that the Client has given its acceptance to publish the Client's metadata to both the Digital Capability Publisher Service Provider and the Digital Capability Locator.

(b) If the registration is done by a third party and not the Access Point Service Provider who has the commercial arrangement with the Client, the Access Point Service Provider must ensure it is able to provide evidence of any transfer of responsibility.

13.3 Updates of metadata

If a Client's or a Participant's metadata is updated, the third party requesting the update must maintain an audit trail ~~pertaining to~~ of the authorisation by the Client or Participant to carry out the update. The authorisation may be obtained by email.

14 Confidentiality and Privacy

14.1 Confidentiality Obligations

The Parties:

(a) must keep confidential any data, documents or other material that they have received from the other Party or otherwise in relation to the execution of their responsibilities and services under this Deed Poll which are Confidential Information;

(b) must only use or reproduce the other Party's Confidential Information for the purposes of this Deed Poll; and

(c) must take all steps reasonably necessary to:

(i) maintain the confidentiality of the other Party's Confidential Information;

(ii) ensure that any person who has access to Confidential Information of the other Party through it or on its behalf does not use, reproduce or disclose that Confidential Information other than in accordance with this Deed Poll; and

(iii) enforce the confidentiality obligations imposed or required to be imposed by this Deed Poll, including diligently prosecuting at its cost any breach or threatened breach of such confidentiality obligations by

a person to whom it has disclosed Confidential Information of another Party.

14.2   Disclosure of Confidential Information

Each Party who receives Confidential Information of the other Party may not disclose that Confidential Information to any person except:

(a)   to its Personnel who need to know the Confidential Information for the purposes of this Deed Poll and subject to the receiving Party taking reasonable steps to ensure that any such Personnel are fully aware of the confidential nature of the Confidential Information of the disclosing Party before the disclosure is made;

(b)   as required to be disclosed by Law or the listing rules of any stock exchange where the receiving Party's securities are listed or quoted;

(c)   if the disclosing Party has given its consent to the disclosure or use; or

(d)   as expressly permitted by this Deed Poll.

14.3   A Party may Disclose the existence of service contracts

For the avoidance of doubt, a Party may disclose information related to the existence of Access Point contracts within their Domain of Responsibility.

14.4   Injunctive relief

In addition to other remedies, a Party may seek injunctive relief for breach or threatened breach of the other Party's obligations of confidentiality under this Deed Poll.

14.5   Privacy

The Parties must protect the personal data they receive, collect and process according to the requirements of the Privacy Laws and any guidelines issued by the Accreditation Body.

14.6   Survival

The obligations of confidentiality and privacy in this clause 14 survive termination of this Deed Poll.

15 Logging

15.1 Requirement to keep logs

The Access Point Service Provider must log all Message activity handled by its Access Point for reporting requirements to the Accreditation Body. These logs must be kept for at least two (2) years or for the period of time prescribed by any applicable Law.

15.2 Requirement to give Accreditation Body access to logs

The Access Point Service Provider must, on request from the Accreditation Body, give access to relevant data from the logs to the Accreditation Body, provided the data is not subject to a duty of confidentiality, in which case the prior written consent of the Client or other data owner must be obtained.

16 Suspension and Revocation of Services

16.1 Accreditation Body may issue Warning Note

If the Access Point Service Provider does not fulfil its responsibilities and obligations under this Deed Poll (including the Framework, Implementation Guide, Schedules and Binding Implementation Note but not the Rules or clause 7.1(c)) or if fraud, spam or other misconduct by the Access Point Service Provider are identified, the Accreditation Body may issue a Warning Note to the Access Point Service Provider specifying the nature of the problem or issue, the actions required to rectify the issue, the timeframe in which the Access Point Service Provider is to rectify the problem or issue, and the consequences of not rectifying the issue within the timeframe indicated.

16.2 Suspension

If the problem or issue is not rectified by the Access Point Service Provider within the timeframe and in accordance with the requirements specified in the Warning Notice the Accreditation Body may suspend the Access Point Service Provider from participation under the Framework. During suspension, the Access Point Service Provider cannot engage in any Access Point Provider transactions under the Framework.

16.3 Revocation

If the problem or issue is serious or persistent and it is not rectified by the Access Point Service Provider within the timeframe and in accordance with the requirements specified in the Warning Notice the Accreditation Body may take action under clause 22.2.

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16.4 Publishing Information about Suspension or Revocation

The Accreditation Body may publish the details of a suspension or revocation of the Access Point Service Provider on the Accreditation Body's Website.

17 Liability

17.1 Indemnities

The Access Point Service Provider (**Indemnifying Party**) indemnifies the Accreditation Body, the Council, the ATO and any combination of them (**Indemnified Party**) and their Personnel (together **Indemnified Persons**) against all Loss suffered or incurred by the Indemnified Persons arising in connection with:

(a) any fraudulent or unlawful act or omission of the Indemnifying Party or its Personnel;

(b) any damage to real or personal property caused or contributed to by any act or omission of the Indemnifying Party or its Personnel;

(c) any breach of confidentiality and privacy obligations by the Indemnifying Party or its Personnel; or

(d) any Claim by a third party that use of any material in accordance with this Deed Poll infringes the Intellectual Property Rights of that third party,

except to the extent that the Loss is directly attributable to the negligence or wrongful act or omission of the Indemnified Person.

17.2 Limitation of Liability

Subject to clause 17.4, the Indemnifying Party's aggregate liability for all claims arising from or in connection with this Agreement whether arising under statute, common law, tort (including negligence), breach of contract or otherwise, is limited to $20 million.

17.2 17.3 Exclusion of Consequential Loss

(a) Subject to clause 17.4 the Indemnifying Party is not liable for any Loss suffered or incurred by the Indemnified Persons in connection with a breach of this Deed Poll by the Indemnifying Party that does not arise naturally (that is, according to the usual course of things) from that breach including loss of opportunity, income or profits (**Consequential Loss**).

(b) The Parties acknowledge that the following are not Consequential Loss:

(i)   costs of assessing or remedying a Defect or a breach of this Deed Poll;

(ii)   costs of undertaking workarounds or other steps to mitigate the effects of a Defect or breach of this Deed Poll;

(iii)   costs of notifying, communicating or compensating Clients or other third parties affected by a Defect or a breach of this Deed Poll;

(iv)   costs of recovering or recreating data or records which have been lost, destroyed, deleted or corrupted as a result of a Defect or breach of this Deed Poll; or

(v)   fines or penalties resulting from any breach of Law as a result of a breach of this Deed Poll by the Access Point Service Provider.

17.317.4   Exceptions

The limitations and exclusions in clauses 17.2 and 17.217.3 do not apply to an Indemnified Party's liability for Loss suffered or incurred in respect of:

(a)   fraud or other unlawful acts;

(b)   damage to real or personal property;

(c)   breach of an obligation of confidentiality under this Deed Poll; and

(d)   breach of an obligation of privacy under this Deed Poll.

17.417.5   Survival

This clause 17 survives the expiration or earlier termination of this Deed Poll.

18   Insurance

18.1   Requirement to take out insurance

The Access Point Service Provider must have and maintain valid and enforceable insurance policies for the following:

Type of insurance	Duration of insurance
Professional indemnity insurance to the value of $5 million per claim and in the annual aggregate.	From the commencement date specified in clause 3.1 until no less than 3 years after the termination

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	or expiry of this Deed Poll.
Public liability insurance (on an occurrence basis) for not less than $20 million per claim.	During the Term.
Products liability insurance for not less than $10 million in the annual aggregate.	During the Term.
Workers compensation insurance in accordance with the statutory requirements of the relevant jurisdiction in which the obligations of this agreement are carried out.	During the Term.

18.2 Claims made policy requirements

If the Access Point Services Provider takes out a 'claims made policy', which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the Access Point Service Provider must maintain the policy during the Term and a policy in like terms for seven years after the expiry or earlier termination of this Deed Poll.

18.3 Occurrence policy requirements

If the Access Point Service Provider takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of the event can occur at any time subsequently, the Access Point Service Provider must maintain the policy during the Term.

18.4 Provision of copies or certificates of currency

The Access Point Service Provider must, on request, promptly provide to the Accreditation Body, the Council and the ATO any relevant insurance policies or certificates of currency for inspection.

18.5 Survival

This clause 18 survives the expiration or earlier termination of this Deed Poll.

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19　Audit

On the Accreditation Body's written request, the Access Point Service Provider must allow the Accreditation Body or an independent third Party nominated by the Access Point Service Provider and approved by the Accreditation Body (each an **Auditor**) to verify the Access Point Service Provider's compliance with the requirements of clauses 4, 6, 7, 8, and 9 of this Deed Poll in order to verify and, if necessary, audit the Access Point Service Provider's compliance with this Deed Poll. In relation to those audits:

(a)　the Accreditation Body may request audits at its discretion;

(b)　the Accreditation Body will not request an audit more than once in any 12 month period, unless an audit occurring in the preceding 12 month period identified a material non-conformance;

(c)　the Accreditation Body will give at least ten (10) Business Days' notice of any audit unless it reasonably suspects there is a serious non-compliance in which case it may require an audit on one (1) Business Day notice;

(d)　where there is demonstrable cause for the audit, the Access Point Service Provider must reimburse the Accreditation Body's reasonable costs of the audit;

(e)　the Access Point Service Provider must provide, and must ensure that its Personnel provide, the Auditor the full records relating to the subject matter of the audit;

(f)　the Access Point Service Provider is not required to disclose any information that:

(i)　if disclosed, would result in the Access Point Service Provider being in breach of its confidentiality obligations to any person; or

(ii)　relates to the Access Point Service Provider's profit margins;

(g)　the Access Point Service Provider must provide reasonable co-operation, information and assistance to the Auditor in connection with an audit; and

(h)　if a subcontractor or Related Body Corporate of the Access Point Service Provider is involved in the provision of the Access Point or the performance of the Access Point Service Provider's other obligations under this Deed Poll or under the Framework, then the Access Point Service Provider must

require that person to provide access to its applicable information consistent with this clause 19.

20 Force Majeure

(a) The Access Point Services Provider will not be liable for any failure or delay in the performance of its obligations under this Deed Poll (other than any obligations in relation to business continuity, back-up or disaster recovery) to the extent that the failure or delay is caused, directly or indirectly, by a Force Majeure Event, provided:

    (i) the failure or delay could not have been prevented by reasonable precautions, or could not have reasonably been circumvented by the Access Point Services Provider by means of alternate sources, workarounds or other means;

    (ii) the Access Point Services Provider promptly advises the Accreditation Body of the details of the Force Majeure Event, and its likely effect on its obligations under this Deed Poll; and

    (iii) the Access Point Services Provider takes all steps reasonably necessary to recommence performance and minimise the delay caused by the Force Majeure Event.

(b) If any Force Majeure Event has the result that the Access Point Service Provider is not able to provide the Access Point services, no fees or charges will be payable in respect of those services.

(c) If the Force Majeure Event continues for thirty (30) Business Days, the Access Point Services Provider may terminate this Deed Poll by giving ten (10) Business Days written notice to the Accreditation Body.

21 Dispute Resolution

21.1 Dispute Notice required

If a Party considers that a dispute has arisen in connection with this Deed Poll (**Dispute**), it may issue a notice to the other Party, setting out reasonable details of the Dispute (**Dispute Notice**).

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21.2 Good Faith First Level Discussions

After a Dispute Notice has been issued:

(a)   the Parties must promptly hold good faith discussions between the Access Point Service Provider representative (or its nominee) and the Accreditation Body representative (or its nominee), to attempt to resolve the Dispute (**First Level Discussions**); and

(b)   each Party must provide the other Party with information relating to the Dispute which is appropriate in connection with its resolution.

21.3 Good Faith Second Level Discussions

If the Dispute has not been resolved within twenty (20) Business Days after the First Level Discussions started, the Parties must each nominate a senior representative who must hold good faith discussions to attempt to resolve the Dispute (**Second Level Discussions**).

21.4 Mediation

If the Dispute has not been resolved within (20) Business Days after the Second Level Discussions started (**Second Level Discussions Period**) the Dispute is by this clause submitted to mediation. The mediation must be conducted at Canberra in the Australian Capital Territory. The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules (at the date of this Deed Poll) as amended by this clause 21 apply to the mediation, except where they conflict with this clause 21.

21.5 Failure to agree Mediator or Mediator's remuneration

If the Parties have not agreed upon the mediator and the mediator's remuneration within (5) Business Days after the end of the Second Level Discussions Period:

(a)   the mediator is the person appointed by; and

(b)   the remuneration of the mediator is the amount or rate determined by;

the Chair of the Australian Capital Territory Chapter of the Institute of Arbitrators and Mediators Australia (**Principal Appointor**) or the Principal Appointor's nominee, acting on the request of any Party to the Dispute.

21.6 Costs of Mediation

The Parties must pay the mediator's remuneration in equal shares. Each Party must pay its own costs of the mediation.

21.7 Requirement to continue to fulfil obligations

Until resolution of a Dispute, the Parties will continue to perform their respective obligations under this Deed Poll.

21.8 Legal Proceedings not to be commenced

A Party must not commence legal proceedings other than for urgent injunctive or declaratory relief in relation to any Dispute unless the dispute resolution procedures set out in this clause 21 have been followed.

22 Termination

22.1 Termination by three month notice

This Deed Poll continues in force until terminated by one of the Parties giving the other Party three (3) months written notice.

22.2 Termination for Cause

(a) The Accreditation Body may terminate this Deed Poll immediately by written notice if the Access Point Services Provider:

    (i) commits a material breach of any of the following provisions of this Deed Poll that is capable of remedy, which is not remedied within twenty (20) Business Days after receipt of written notice of the breach:

        (A) clause 4 (Eligibility);

        (B) clause 6 (Testing);

        (C) clause 7 (Access Point Service Provider's Obligations);

        (D) clause 8 (Access Point Interoperability);

        (E) clause 9 (Disconnections);

        (F) clause 10 (Costs and Charges);

        (G) clause 14 (Confidentiality and Privacy);

        (H) clause 15 (Logging);

        (I) clause 16 (Suspension and Revocation of Services);

        (J) clause 17 (Liability);

        (K) clause 18 (Insurance); and

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(L)   clause 19 (Audit);

(ii)   commits a material breach of any of the clauses set out in clause 22.2(a)(i) of this Deed Poll that is not capable of remedy; or

(iii)   suffers an Insolvency Event.

22.3   Consequences of Termination

(a)   The Access Point Services Provider is obliged to inform third parties that are affected by the termination of this Deed Poll that this Deed Poll has been terminated by the giving of a written notice.

(b)   The Access Point Service Provider will immediately cease use of the Accreditation Body's logo and name.

(c)   If a termination notice is given, the Parties must amicably negotiate in good faith on the procedures relating to the ending of the cooperation under this Deed Poll, in order to avoid any unnecessary disturbances in Client relationships.

23   Notices

23.1   Form of Notice

Any demand, notice, consent, approval or other communication under this Deed Poll may be made or given by a Party or the solicitor for that Party provided that it:

(a)   is in legible writing, in English and addressed to the intended recipient; and

(b)   is signed by the sender (if an individual) or by an authorised representative of the sender; and

(c)   is given to the addressee by:

(i)   delivery in person; or

(ii)   post to, or leaving at, that Party's address for service; or

(iii)   sending by email to the Party's email address; and

(d)   is regarded as being given by the sender and received by the addressee:

(i)   if by delivery in person or by being left at the Party's address for service, upon delivery;

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(ii)   if by post, three (3) Business Days from and including the date of posting by ordinary prepaid post in respect of an address for service within the Commonwealth of Australia and twenty one (21) Business Days in respect of other any address; or

(iii)   if by email, when legibly received by the addressee, with receipt being evidenced by sending;

but if the delivery or receipt occurs on a day which is not a Business Day or at a time after 5.00 pm (both the day and time being in the place of receipt) it is regarded as having been received at 9.00am on the next following Business Day.

23.2   Address for service

(a)   For the purposes of this clause 23, a Party's address for service shall be:

(i)   if clause 23.2(b) does not apply, the Party's postal address or email address set out at the head of this Deed Poll; or

(ii)   if that Party has notified the sender of a change of postal address, or changed email address, the address or email address last so notified.

(b)   If the Party is a company, its address for service shall also include its registered office.

24   Amendment

Any amendments to this Deed Poll (for the avoidance of doubt, including the Rules) must be in writing and will have no effect unless signed by the duly authorised representatives of the Parties.

25   Relationship of the Parties

(a)   The Parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party.

(b)   This Deed Poll does not create a relationship of employment, agency or partnership between the Parties.

26 Governing Law and Jurisdiction

26.1 Governing Law

This Deed Poll will be interpreted under and is governed by the Laws of the Australian Capital Territory.

26.2 Jurisdiction

Each Party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the Australian Capital Territory and courts of appeal from them in respect of any proceedings arising in connection with this Deed Poll.

27 When Deed Poll binds

This Deed Poll binds the Access Point Service Provider when it has been executed by that Party.

28 Consideration

This Deed Poll is made in consideration of $1.00 payable to the Access Point Service Provider if demanded.

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EXECUTED and **delivered** by the Access Point Services Provider as a **Deed Poll** on the <mark>[insert eg 20th]</mark> -day of <mark>[insert month]</mark> 2017

SIGNED SEALED AND DELIVERED by <mark>[insert Access Point Service Provider legal name]</mark> **ABN** <mark>[insert ABN]</mark> in accordance with section 127(1) of the Corporations Act 2001:

Signature of Director

Name of Director
(Please print)

Signature of Director / Company Secretary
(delete as applicable)

Name of Director / Company Secretary
(Please print)

Access Point Service Provider Deed Poll v 4.0 Final

SIGNED SEALED AND DELIVERED by <mark>[insert name of sole trader]</mark> trading as <mark>[insert trading name] ABN [insert ABN]</mark>]:

_____

Signature

_____

Name
(Please print)

_____

Signature of Witness

_____

Name of Witness

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SIGNED SEALED AND DELIVERED by [insert Access Point Service Provider legal name] ABN [insert ABN] by its Attorney under Power of Attorney Registered No **[insert]** and I declare I have no notice of revocation of the power of attorney :

_____
Signature of Attorney

_____
Signature of Witness

_____
Name of attorney
(Please print)

_____
Name of Witness

_____
Office held

SIGNED SEALED AND DELIVERED by the [insert partnership name] ABN [insert ABN] by its partners **[insert names of all partners]** :

_____
Signature of Partner

_____
Signature of Witness

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Name of Partner

(Please print)

Name of Witness

Signature of Partner

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Schedule 1: Access Point Service Provider Accreditation Process

Described below are the steps a candidate Service Provider must follow to obtain the Accreditation Body's accreditation. It should be noted that the testing required for this process is essentially a 'self-testing' exercise that is expected to be conducted by the candidate Service Provider. The candidate Service Provider is expected to store and upload the test results to the Accreditation Body's website for review and assessment. Outlined below is a detailed description of each step a potential Service Provider needs to perform/undergo to be accredited by the Accreditation Body.

Step 1 - Download the testing resources from the Accreditation Body's website.

The candidate Service Provider must download all the relevant testing resources published on the Accreditation Body's website. These documents will outline the testing requirements and instructions for recording the test results.

Step 2 - Test the solution against the testing requirements and record test results.

The necessary test cases must be developed by the candidate Service Provider on the basis of the test assertions provided. The candidate Service Provider is expected to 'self-test' their solution thoroughly against the test assertions. The candidate Service Provider will be expected to conduct testing exercises with testing partners (i.e. other Service Providers) and these testing partners will be determined by the Accreditation Body (based on a roster).

Step 3 - Upload the test results, fit and proper person's declaration and the Deed Poll to the Accreditation Body's website.

Upon the completion of the 'self-testing' exercise of its solution and recording the test results in the required format, the candidate Service Provider is required to upload the test results to the Accreditation Body's website (as per the instructions provided on the website). The candidate Service Provider must also sign and upload the relevant Deed Poll and the fit and proper person's declaration (as required by the relevant clause(s) in the Service Provider Deed Poll).

Step 4 - Notification by the Accreditation Body.

The Accreditation Body will provide a notification to the candidate Service Provider with either a confirmation of successful accreditation or a request for more information following its assessment of the candidate Service Provider's application.

'Schedule 1: Accreditation Process'

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Schedule 2: Service Level Agreements

Providers are encouraged to indicate their service levels for information purposes. Providers can choose to provide from one of the three levels service i.e. Bronze, Silver, or Gold. The following tables outline the examples of service level requirements within each tier of service.

No.	Service Level	Description	Bronze Standard	Silver Standard	Gold Standard
1.	Availability.	AP Availability.	98.5% (06:00 to 21:00) 94.0% (remaining period)	98.5% (all day) 94.0% (remaining period)	99.95% (7 days per week)
2.	Response Times.	Maximum AP message processing response time.	One hundred and twenty (120) seconds	Twenty (20) seconds	Four (4) seconds
3.	AP Provider Reporting of down time to Accreditation Body.	Minimum down time required to be reported to Accreditation Body (in aggregated monthly report).	Four (4) hours	One (1) hour	Five (5) minutes
4.	Incident Response.	Response time for incidents.	Three (3) ~~business days~~Business Days	One (1) ~~working day~~Business Day	One (1) hour (at any time of day)
5.	Incident resolution time reporting.	Monthly report of resolution time of incidents (open and closed).	n/a	n/a	One (1) report per month

No.	Service Level	Description	Bronze Standard	Silver Standard	Gold Standard
6.	Critical resolution time.	Maximum threshold for incident resolution.	Sixty (60) Business Days	Thirty (30) Business Days	Two (2) Business Bays
7.	Additional service levels	Adherence to the recommended service levels.	None	None	All additional service levels.

The Access Point Service Provider can choose to provide from one of the three levels service i.e. Bronze, Silver, or Gold.

The following tables outline the service level requirements within each tier of service.

Access Point Service Levels (Bronze Standard)

No	Service	Description	Clause	Requirement	Notes
1.	Availability.	AP Availability.	7.2(a)	1. APs exposed to other APs must be available on average: • 98.5% of the time from Monday to Friday from 06:00 to 21:00 (AEST/AEDST); and • 94.0% of the remaining period.	
2.	Response Times.	AP Response Time.	7.2 (c) 7.5 (b)	A receiving AP must send a receipt of acknowledgement to the sending AP within a maximum of one hundred and twenty (120) seconds after having received the message.	
3.	Reporting.	AP Provider Reporting.	n/a	1. In the case of a major system failure causing a more than four (4) hour down time, the Accreditation Body must be notified by the AP Provider. 2. AP Providers are required to provide documentation on service levels on a monthly basis to the Accreditation Body.	
4.	Incident. Response.	Response time for reported incidents.	n/a	1. Any incident reported to the AP Provider Contact must be responded to within three (3) Business Days.	

No	Service	Description	Clause	Requirement	Notes
				2. AP Provider must maintain a mailing list for subscription to the service messages (e.g. service windows).	
5.	Incident resolution time reporting.	To ensure the capability of the provider is mature.	n/a	The Accreditation Body must be provided with a list of open and closed incidents that impact service operation and the number of days each incident has been open or, where closed, the number of days taken to resolve it. Data must be aggregated and/or anonymous so as not to identify a particular client or customer.	This would be only to check the below requirement.
6.	Incident resolution time.	Maximum threshold for incident resolution to maintain status.	n/a	An incident's resolution time must not exceed fifty (50) Business Days in the Incident resolution time report or Bronze status will be revoked by the Accreditation Body and the provider have accreditation revoked.	This check could be automated in an upload of this data.

Exceptions

An AP Provider does not have to fulfil the service levels (Bronze Standard) in the following situations:

1. The AP Provider is under a denial of service (DoS) attack; or

2. Special conditions apply and the Accreditation Body has approved lowering the service levels for a specific time period and under specific conditions.

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Regardless of the situation, the AP Provider must always document the reasons for not fulfilling the service levels.

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Access Point Service Levels (Silver Standard)

No.	Service	Description	Clause	Requirement	Notes
1.	Availability	AP Availability	7.2(a)	1. APs exposed to other APs must be available on average: • 98.5% of the time from Monday to Friday; and • 94.0% of the remaining period.	The figures used in the requirement for this service are for illustration purposes only.
2.	Response Times	AP Response Time.	7.2 (c) 7.5 (b)	1. A receiving AP must send a receipt of acknowledgement to the sending AP within a maximum of twenty (20) seconds after having received the message.	The figures used in the requirement for this service are for illustration purposes only.
3.	Reporting	AP Provider Reporting.	n/a	1. In the case of a major system failure causing a more than one (1) hour down time, the Accreditation Body must be notified by the AP Provider. 2. AP Providers are required to provide documentation on service levels on a monthly basis to the Accreditation Body.	
4.	Incident Response	Response time for reported incidents.	n/a	1. Any incident reported to the AP Provider Contact must be responded to within one (1) Business Day. 2. AP Provider must maintain a mailing list for subscription to the service messages (e.g. service windows)	The figures used in the minimum requirement for this service are for illustration purposes only.

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No.	Service	Description	Clause	Requirement	Notes
5.	Incident resolution time reporting.	To ensure the capability of the provider is mature.	n/a	The Accreditation Body must be provided with a list of open and closed incidents that impact service operation and the number of days each incident has been open or, where closed, the number of days taken to resolve it. Data must be aggregated and/or anonymous so as not to identify a particular client or customer.	This would be only to check the below requirement.
6.	Incident resolution time.	Maximum threshold for incident resolution to maintain status.	n/a	An incident's resolution time must not exceed thirty (30) Business Days in the Incident resolution time report or Silver status will be revoked by the Accreditation Body and the provider downgraded to Bronze status.	This check could be automated in an upload of this data.

Exceptions

An AP Provider does not have to fulfil the service levels (Silver Standard) in the following situations:

1. The AP Provider is under a denial of service (DoS) attack; or

2. Special conditions apply and the Accreditation Body has approved lowering the service levels for a specific time period and under specific conditions.

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Regardless of the situation, the AP Provider must always document the reasons for not fulfilling the service levels.

Access Point Service Levels (Gold Standard)

No.	Service	Description	Clause	Requirement	Notes
1.	Availability	AP Availability	7.2(a)	1. APs exposed to other APs must be available on average: • 99.95% of the time (7 days per week).	The figures used in the requirement for this service are for illustration purposes only.
2.	Response Times	AP Response Time	7.2 (c) 7.5 (b)	1. A receiving AP must send a receipt of acknowledgement to the sending AP within a maximum of four (4) seconds after having received the message.	The figures used in the requirement for this service are for illustration purposes only.

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No.	Service	Description	Clause	Requirement	Notes
3.	Reporting	AP Provider Reporting	n/a	1. In the case of a major system failure causing a more than five (5) minutes down time, the Accreditation Body must be notified by the AP Provider. 2. AP Providers are required to provide documentation on service levels on a monthly basis to the Accreditation Body.	
4.	Incident Response	Response time for reported incidents	n/a	1. Any incident reported to the AP Provider Contact must be responded to within fifteen (15) minutes. 2. AP Provider must maintain a mailing list for subscription to the service messages (e.g. service windows).	The figures used in the minimum requirement for this service are for illustration purposes only.
5.	Additional Service Levels.	Mandatory requirements for Gold.	n/a	All recommended Access Point additional service levels must be implemented.	
6.	Incident resolution time	To ensure the capability of the	n/a	The Accreditation Body must be provided with a list of open and closed incidents	This would be only to check the below requirement.

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No.	Service	Description	Clause	Requirement	Notes
	reporting.	provider is mature.		that impact service operation and the number of days each incident has been open or, where closed, the number of days taken to resolve it. Data must be aggregated and/or anonymous so as not to identify a particular client or customer.	
7.	Incident resolution time.	Maximum threshold for incident resolution to maintain status.	n/a	An incident's resolution time must not exceed two (2) Business Days in the Incident resolution time report or Gold status will be revoked by the Accreditation Body and the provider downgraded to Silver status.	This check could be automated in an upload of this data.

Exceptions

An AP Provider does not have to fulfil the service levels (Gold Standard) in the following situations:

1. The AP Provider is under a denial of service (DoS) attack; or

2. Special conditions apply and the Accreditation Body has approved lowering the service levels for a specific time period and under specific conditions.

Regardless of the situation, the AP Provider must always document the reasons for not fulfilling the service levels.

Access Point Additional Services

This is a list of additional services that an Access Point (AP) Provider could provide in additional to the services it offers. These should appear on the AP Provider's 'profile page/section' on the Accreditation Body's website.

No.	Service	Description	Clause	Requirement	Notes
1.	BCP	Business Continuity Plan.	n/a	There should be an option for the AP Provider to list its ability of providing a Business Continuity Plan whilst creating/updating their profile on the Accreditation Body's website.	This is an additional service that an AP Provider can choose to deliver and hence should be able to be displayed on the Provider's profile on the Accreditation Body's website.
2.	DRP	Disaster Recovery Plan.	n/a	There should be an option for the DCP Provider to list its	This is an additional service that an AP Provider can choose to

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No.	Service	Description	Clause	Requirement	Notes
				ability of providing a 'Disaster Recovery Plan' whilst creating/updating their profile on the Accreditation Body's website.	deliver and hence should be able to be displayed on the Provider's profile on the Accreditation Body's website.
3.	Disconnections Notice.	This is a disconnection notice provided to the Accreditation Body.	8	There should be an option for the AP Provider to list its ability to provide a 'disconnection notice' on its profile on the Accreditation Body's website.	Disconnection notice is the timeframe given by an AP Provider to its Client prior to disconnecting its services. E.g. 'Disconnection notice = 20 business days'.
4.	Known Error Database.	A database containing all incidents or problems documenting the root cause and possible workaround(s) available to its clients.	n/a	There should be an option for an AP Provider to list its ability of providing a Known Error Database (that also contains a list of workarounds) whilst creating/updating their profile on the Accreditation Body's	It is not envisaged this would be available publicly, but only to the clients of the Service Provider.

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No.	Service	Description	Clause	Requirement	Notes
				website.	
5.	Incident/Problem Database.	A database containing all incidents and/or problems available to its clients.	n/a	There should be an option for the AP Provider to list its ability of providing a Problem/Incident database whilst creating/updating their profile on the Accreditation Body's website.	It is not envisaged that this would be available publicly, but only to the clients of the Service Provider.
6.	Performance Dashboard.	A public facing web page containing performance of the service against the Accreditation Body's service levels.	n/a	There should be an option for the AP Provider to list its ability of providing a performance dashboard whilst creating/updating its profile on the Accreditation Body's website.	
7.	User Acceptance Test (UAT)	An environment where dummy message exchanges can be simulated by a client's software or for use by	n/a	There should be an option for the DCP Provider to list its ability of providing a UAT	

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No.	Service	Description	Clause	Requirement	Notes
	environment.	another access point.		environment whilst creating/updating their profile on the Accreditation Body's website.	

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Schedule 3: Access Point Test~~ing~~ ~~Assertions~~ Requirements

This schedule describes the test~~ing~~ ~~assertions~~ requirements for the Accreditation Body's~~-~~ AS4 profile that has been adopted for use by Access Points acting as service providers under the Accreditation Body's Interoperability Framework.

More specifically, the AS4 profile is the AS4 usage profile defined by the Technical Working Group based on the AS4 Profile of ebMS 3.0 Version 1.0 OASIS Standard. AS4 itself is based on other standards, in particular on OASIS ebXML Messaging Services Version 3.0: Part 1, Core Features OASIS Standard, which in turn is based on various Web Services specifications. The purpose of these test~~ing~~ ~~assertions~~ requirements is to focus on what is expected from the implementation.

The key terms used in this test ~~assertion~~ requirement description are taken from the respective implementation guides. The intended audience are Access Point service providers engaged in verifying conformance to the Accreditation Body's ~~ebXML Messaging Services v3.0~~ AS4 Profile.

Entity	Description
Message Service Handler (MSH)	An entity that is able to generate and/or process messages that conform to the Accreditation Body's AS4 ~~messages~~Profile.
Producer	An entity (e.g. application) that interacts with a sending MSH to initiate the sending of a User Message.
Consumer	An entity that interacts with a receiving MSH to consume data from a received User Message.

Messaging Model

Business applications or middleware, acting as a Producer, submit message content and metadata to the sending MSH, which packages this content and sends it to the receiving MSH

of the business partner, which in turn delivers the User Message to another business applications or middleware that consumes the User Message content and metadata.

Definitions

Term	Description
User Message	A message that contains a User Message unit. It allows transmitting data interpreted by a Consumer.
Signal Message	A message that contains a Signal Message unit. It allows transmitting data interpreted by a MSH (as a signal).
MEP (Message Exchange Pattern)	An agreement between sending and receiving MSHs. Some aspects of MEPs supported in the messaging layer include: ➢ Specifying the correlation between messages sent and received in the message header. ➢ Message binding to the underlying transfer protocol. One MEP is defined in this specification, not exclusive of others: ➢ The One-Way MEP, which governs the exchange of a single, User Message Unit unrelated to other User Messages. Its label is 'oneway'.
PMode (Processing Mode)	The contextual information that governs the processing of a particular message (thus is basically a set of configuration parameters).

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Abbreviations

Abbreviation	Description
SMSH	A MSH in the sending role.
RMSH	A MSH in the receiving role.

Notes

- ~~Test assertions not related to the AS4 protocol and those relating to the Digital Capability Publisher, are published in separate documents.~~

- For details on MSH's configuration, please refer to the Access Point Implementation Guide which is available on the ~~Council~~Accreditation Body's website. When used, configurations are described in the following test assertions as:

Configuration	PMode parameters
SMSH and RMSH are configured to exchange AS4 messages according to the Accreditation Body's AS4 profile.	PModes are set according to the Access Point Implementation Guide.
SMSH and RMSH are configured to exchange AS4 messages: One-Way/Push MEP.	➢ PMode[1].MEP: set to One-way ➢ PM~~odeODE~~[1].MEPBinding: set to Push

- In order to test some requirements, the Sending or Receiving MSH~~s are~~ is sometimes 'misconfigured' or 'simulated' to produce AS4 messages that do not conform to the Accreditation Body's AS4 profile. This can also be achieved by intercepting the messages and altering them before they reach their destination (e.g. by using SOAP UI). More information can be found in the following sources:

Accreditation Body's ~~AS4~~	http://digitalbusinesscouncil.com.au/access-point/

ProfileAccess Point Implementation Guide	
Accreditation Body's DCP Implementation Guide	http://digitalbusinesscouncil.com.au/digital-capability-publisher/
Accreditation Body's DCL Implementation Guide	http://digitalbusinesscouncil.com.au/digital-capability-locator/
Accreditation Body's eInvoicing Semantic Model and Implementation Guide	http://digitalbusinesscouncil.com.au/invoicing-semantics/ http://digitalbusinesscouncil.com.au/access-point/
[EBMS v3.0]	http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf
[AS4]	http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
[XML 1.0] specification	http://www.w3.org/TR/xml

Access Point Test ~~Assertions~~Requirements

Overview

The Access Point Test Requirements cover the key functional areas required to ensure that a Service Provider's Access Point can interoperate with other Access Points. These requirements will enable the Service Provider to develop appropriate test cases in preparation for execution during interoperability testing.

The following table provides a summary of the test requirements, highlighting the focus are for each requirement.

ID	Applies to			Category/Tag							
	SMSH	RMSH	MEPs	Routing & Correlation	Compression	Payload Structure	Reception Awareness	Error Handling	Health Check	DCL/DCP Integration	TLS
TA01	X	X	X								
TA02	X			X							
TA03		X			X						
TA04	X				X						
TA05	X				X						
TA06	X	X				X					
TA07		X				X					
TA08		X				X					
TA09	X						X				
TA10	X						X				
TA11	X	X						X			
TA12	X						X	X			
TA13	X	X							X		
TA14	X			X						X	
TA15	X			X						X	
TA16	X			X							
TA17	X	X				X					
TA18	This Test Requirement has been removed.~~Deleted~~										
TA19	X				X						
TA20	X				X	X					
TA21	X				X	X					
TA22		X			X	X		X			

TA23	X				X	X					
TA24	X				X	X					
TA25		X			X	X		X			
TA26		X			X			X			
TA27		X			X						
TA28	X	X									X
TA29		X						X			X
TA30		X						X			X
TA31		X						X			X
TA32		X									X
TA33	This Test Requirement has been removed.										
Semantic1											
Semantic2											
Semantic3											

Detailed Testing Requirements

TA Id	DBC_TA01
Requirement	The AS4 ebHandler Conformance Profile is the AS4 conformance profile that provides support for sending and receiving roles using Push channel bindings. Support is ~~required~~ *REQUIRED* for the following Message Exchange Patterns: ➢ One-Way/Push ➢ PMode.MEP: support required
Target	One-Way/Push MEP
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the Accreditation Body's AS4 profile: One-Way/Push MEP. ➢ SMSH sends a valid~~n~~ AS4 User Message to the RMSH.
Expected Result	The RMSH returns an eb:Receipt.

TA Id	DBC_TA01
	For further information please refer to sections 7.2.1, 10.3 and 10.3.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Message Eexchange Pattern, One-Way/Push.
Variable	N/A

TA Id	DBC_TA02
Requirement	Both UserMessage/PartyInfo/From and UserMessage/PartyInfo/To ~~must~~ MUST NOT include more than one PartyId element.
Target	User Message single exchange parties.
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH and RMSH exchange several AS4 user messages.
Expected Result	Each exchanged AS4 message contains single ORIGIN and DESTINATION PartyId element. For further information please refer to sections 10.2 and 10.2.1 in the Access Point Implementation Guide published on the Accreditation Body's website.
Prescription Level	Mandatory
Tag	User Message, party info
Variable	ORIGIN: XML element Messaging/UserMessage/PartyInfo/From

TA Id	DBC_TA02
	DESTINATION: XML element Messaging/UserMessage/PartyInfo/To

TA Id	DBC_TA03
Requirement	Note: This test assertion is created to verify that non compressed payloads (in case it happens) are also processed and delivered to the Consumer. Due to the mandatory use of AS4 compression, XML Payloads are exchanged as compressed binary data. Refer to section 3.2 of the AS4 standard for additional guidance for natively compressed payloads. Note: This test assertion is created to verify that non-compressed payloads (in case it happens) are also processed and delivered to the Consumer.
Target	Payload compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH is simulated to produce 'uncompressed' payloads. ➢ SMSH sends the AS4 message with 'uncompressed' payload to the RMSH.
Expected Result	The RMSH returns an eb:Receipt and delivers the message to the Consumer. For further information please refer to sections 10.3 and 10.3.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Payload, compression

TA Id	DBC_TA03
Variable	N/A

TA Id	DBC_TA04
Requirement	Due to the mandatory use of AS4 compression, XML Payloads are exchanged as compressed binary data, which is carried in separate MIME parts and not in the SOAP body. Therefore, AS4 messages based on this profile always have an empty SOAP Body.
Target	Payload location
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Producer submits a message with metadata information and an XML payload to the SMSH. ➢ SMSH generates the AS4 message to send to the RMSH.
Expected Result	In the AS4 message created by the SMSH, the compressed payload is carried in a separate MIME part and the SOAP body is empty. For further information please refer to section 7.2.3 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 5.1.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf
Prescription Level	Mandatory
Tag	Payload packaging
Variable	N/A

TA Id	DBC_TA05
Requirement	Due to the mandatory use of AS4 compression, XML Payloads are exchanged as compressed binary data, which is carried in separate MIME parts and not in the SOAP body. Therefore, AS4 messages based on this profile always have an empty SOAP Body. and; A single AS4 UserMessage MUST reference, via the PayloadInfo header, a single structured business document and may reference one or more other (structured or unstructured) payload parts. The business document is considered the 'leading' payload part for business processing.
Target	Payload location
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile (One-Way/Push MEP). ➢ Producer submits a message to the SMSH with metadata information, an XML payload (leading business document) and other payloads (XML and non XML).
Expected Result	In the AS4 message created by the SMSH, the compressed payloads are carried in separate MIME parts and the SOAP body is empty. For further information please refer to sections 7.2.3, 10.2 and 10.2.1 the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 5.1.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf

TA Id	DBC_TA05
Prescription Level	Mandatory
Tag	Payload packaging
Variable	N/A

TA Id	DBC_TA06
Requirement	A single AS4 UserMessage must reference via the PayloadInfo header, a single structured business document and may reference one or more other (structured or unstructured) payload parts. The business document is considered the 'leading' payload part for business processing. Any payload parts other than the business document are not to be processed in isolation but only as adjuncts to the business document.
Target	Payload processing
Prerequisite	➢ DBC_TA05 ➢ SMSH sends the AS4 message to the RMSH
Expected Result	The RMSH successfully processes the AS4 message and sends an eb:Receipt to the SMSH. For further information please refer to sections 7.2.3, 10.3 and 10.3.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 5.1.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf
Prescription Level	Mandatory

TA Id	DBC_TA06
Tag	Payload packaging
Variable	N/A

TA Id	DBC_TA07
Requirement	A single AS4 UserMessage must reference via the PayloadInfo header, a single structured business document and may reference one or more other (structured or unstructured) payload parts. The business document is considered the 'leading' payload part for business processing. Any payload parts other than the business document are not to be processed in isolation but only as adjuncts to the business document.
Target	Payload processing
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH is simulated to send an AS4 message to the RMSH with non XML payloads and without a leading business document payload. ➢ The SMSH sends the AS4 UserMessage to the RMSH.
Expected Result	The RMSH sends back a synchronous eb:Error response. For further information please refer to sections 7.2.3, 10.4 and 10.4.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 5.1.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf
Prescription Level	Mandatory

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TA Id	DBC_TA07
Tag	Payload packaging
Variable	N/A

TA Id	DBC_TA08
Requirement	The ebMS3 mechanism of supporting 'external' payloads via hyperlink references (as mentioned in section 5.2.2.12 of the ebMS3 Core Specification) must not be used. For further information please refer to the ebMS v3.0 core specification: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf
Target	Payload location
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push ➢ SMSH is simulated to send an AS4 UserMessage with a payload hyperlink reference.
Expected Result	The RMSH sends back a synchronous eb:Error response. For further information please refer to sections 10.4 and 10.4.1 in the Access Point Implementation Guide published on the Accreditation Body's website.
Prescription Level	Mandatory
Tag	Payload reference
Variable	N/A

TA Id	DBC_TA09
Requirement	This profile requires the use of the AS4 Reception Awareness feature. This feature provides a built-in Retry mechanism that can help overcome temporary network or other issues and detection of messages duplicates. ➢ The parameter PMode[1].ReceptionAwareness must be set to true. ➢ The parameter PMode[1].ReceptionAwareness.Retry must be set to true. ➢ The parameter PMode[1]ReceptionAwareness.DuplicateDetection must be set to true. Note: The parameters PMode[1].ReceptionAwareness.Retry.Parameters and related PMode[1].ReceptionAwareness.DuplicateDetection.Parameters are set of parameters for configuring retries and duplication detection.
Target	Message integrity
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Simulate the RMSH to not send receipts (can be done my intercepting the receipts e.g. using SOAP UI). ➢ SMSH attempts to resend the AS4 UserMessage to the RMSH.
Expected Result	The SMSH tries to resend the AS4 UserMessage to the RMSH. For further information please refer to the Access Point Implementation Guide (Appendix A: PMode Parameters) published on the Accreditation Body's website.
Prescription Level	Mandatory
Tag	Reception Awareness

TA Id	DBC_TA09
Variable	N/A

TA Id	DBC_TA10
Requirement	This profile requires the use of the AS4 Reception Awareness feature. This feature provides a built-in Retry mechanism that can help overcome temporary network or other issues and detection of message duplicates. The parameters PMode[1].ReceptionAwareness.Retry.Parameters and related PMode[1].ReceptionAwareness.DuplicateDetection.Parameters are set of parameters used in configuring retries and duplicate detection. **Detection duplicate parameters are:** maxsize=10Mb; checkwindow=7D Maximum log size is 10Mb for checking. Duplicate check window is guaranteed of seven (7) days minimum. **Retry parameters are:** maxretries=3; period=120000 Period is two (2) minutes which corresponds to the lowest tier (bronze) SLA value for response.
Target	Message reliability
Prerequisite	➤ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➤ Simulate the RMSH to not send receipts (can be done my intercepting the receipts using SOAP UI). ➤ SMSH tries to resend (retry) the AS4 UserMessage to the RMSH.

TA Id	DBC_TA10
	➢ Before a TIME_OUT is reached the network connection is restored (i.e. RMSH is able to send a receipt).
Expected Result	The RMSH sends back an eb:Receipt to the SMSH and delivers only one user message to the Consumer and the SMSH stops resending the original AS4 UserMessage. For further information please refer to appendix A: PMode Parameters and sections 10.3 and 10.3.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Reception Awareness
Variable	TIME_OUT: deadline (in terms of time or number of retries) allocated for resending messages.

TA Id	DBC_TA11
Requirement	The parameter PMode[1].ErrorHandling.Report.SenderErrorsTo MUST NOT be set.
Target	Message reliability
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push
Expected Result	PMode parameter 'PMode[1].ErrorHandling.Report.SenderErrorsTo' is not set. For further information please refer to section 2.1.3.4 in the following

TA Id	DBC_TA11
	specification:
	http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
	and;
	Access Point Implementation Guide (Appendix A: PMode Parameters) published on the Accreditation Body's website.
	http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Error report
Variable	N/A

TA Id	DBC_TA12
Requirement	Reception awareness errors generated by the Sender MUST be reported to the submitting application.
	➢ The parameter PMode[1].Errorhandling.Report.MissingReceiptNotifyProducer must be set to true.
Target	Message reliability
Prerequisite	➢ DBC_TA09
	➢ TIME_OUT for resending the messages is reached.
Expected Result	The SMSH reports an error (message delivery failure) to the message Producer.

TA Id	DBC_TA12
	For further information please refer to Appendix A: PMode Parameters and section 10 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and; sections 2.1.3.4 and 5.2.2 in the following specification; http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
Prescription Level	Mandatory
Tag	Reception Awareness
Variable	TIME_OUT: deadline (in terms of time or number of retries) allocated for resending messages.

TA Id	DBC_TA13
Requirement	Appendix F (F.2.5.3) in the core ebMS v3.0 specification defines a server test feature that allows an organization to 'Ping' a communication partner. The feature is based on messages with the values of: UserMessage/CollaborationInfo/Service set to http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/ns/core/200704/service UserMessage/CollaborationInfo/Action set to http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/ns/core/200704/test This feature must be supported so that the business partners can perform a basic test of the communication configuration (including security at network,

TA Id	DBC_TA13
	transport and message layer, and reliability) in any environment, including the production environment. This functionality may be supported as a built-in feature of the AS4 product. If not, a PMode MUST be configured with these values.
Target	Test service
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Producer submits a 'ping' message with metadata information to the SMSH (to 'ping' the Consumer).
Expected Result	The SMSH generates an AS4 message with values and sends it to the RMSH: UserMessage/CollaborationInfo/Service set to http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/ns/core/200704/service UserMessage/CollaborationInfo/Action set to http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/ns/core/200704/test The AS4 product must be configured so that messages with these values (Service/Test) are not delivered to any business application. The RMSH sends back a receipt within a HTTP response with status code 204 and the Consumer does not receive any message.
Prescription Level	Mandatory
Tag	Ping message
Variable	N/A

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TA Id	DBC_TA13
Target	Test service
Prerequisite	➢ DBC_TA12 ➢ The Consumer is reachable.
Expected Result	The RMSH sends back a receipt within a HTTP response with status code 204 and the Consumer does not receive any message.
Prescription Level	Mandatory
Tag	Ping message
Variable	N/A

TA Id	DBC_TA14
Requirement	The value for this element must be copied from the Digital Capability Publisher values when using dynamic discovery. PMode[1].BusinessInfo.Service
Target	Business Discovery
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH performs dynamic discovery to connect and send a user message to the RMSH.
Expected Result	The value for PMode[1].BusinessInfo.Service is copied from the Digital Capability Publisher. For further information please refer to section 7.2.10.3 and Appendix A: PMode Parameters in the Access Point Implementation Guide on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/

TA Id	DBC_TA14
	Information on the dynamic discovery process is contained in the DCL and DCP Implementation Guides on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/digital-capability-publisher/ http://digitalbusinesscouncil.com.au/digital-capability-locator/http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Business Info
Variable	N/A

TA Id	DBC_TA15
Requirement	The value for this element is copied from the Digital Capability Publisher values when using dynamic discovery. PMode[1].BusinessInfo.Action
Target	Business Discovery
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH performs dynamic discovery to connect and send a user message to the RMSH.
Expected Result	The value for PMode[1].BusinessInfo.Action is copied from the Digital Capability Publisher. For further information please refer to section 7.2.10.3 and Appendix A: PMode Parameters in the Access Point Implementation Guide on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ Information on the dynamic discovery process is contained in the DCL and

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TA Id	DBC_TA15
	DCP Implementation Guides on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/digital-capability-publisher/ http://digitalbusinesscouncil.com.au/digital-capability-locator/
Prescription Level	Mandatory
Tag	Business Info
Variable	N/A

TA Id	DBC_ TA16
Requirement	A compliant ~~product~~ MSH MUST allow the Producer, when submitting messages, to set values for MessageID, RefToMessageID and ConversationId (to support correlation).
Target	User Message exchange parameters
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Producer submits a Message including metadata information and payload to the SMSH with setting message parameters: MessageId, RefToMessageId and ConversationId.
Expected Result	The SMSH returns a successful submission notification and the AS4 Message generated by the SMSH contains the same parameter values set by the producer. For further information please refer to sections 7.2.1 and 10.2.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/

TA Id	DBC_ TA16
Prescription Level	Mandatory
Tag	User Message
Variable	MessageId: XML element Messaging/UserMessage/MessageInfo/MessageId RefToMessageId: XML element Messaging/UserMessage/MessageInfo/RefToMessageId ConversationId: XML element Messaging/UserMessage/CollaborationInfo/ConversationId

TA Id	DBC_TA17
Requirement	Section 5.1.1 of the ebMS3 Core Specification: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf requires implementations to process both non-multipart (simple SOAP) messages and multipart (SOAP-with-attachments) messages. This is a requirement for the AS4 ebHandler Conformance Profile.
Target	AS4 Message Format
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH sends an AS4 message (UserMessage with payload) to the RMSH.

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TA Id	DBC_TA17
Expected Result	The RMSH sends an eb:Receipt to the SMSH. For further information please refer to section 10.3.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Message format, Message packaging, SOAP-with-attachments
Variable	N/A

TA Id	DBC_TA18
This Test Requirement has been Requirementremoved. Section 5.1.1 of the ebMS3 Core Specification: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/core/os/ebms_core-3.0-spec-os.pdf requires implementations to process both non-multipart (simple SOAP) messages and multipart (SOAP-with-attachments) messages. This is a requirement for the AS4 ebHandler Conformance Profile.	
Target	AS4 Message Format
Prerequisite	➢ DBC_TA17
Expected Result	The SMSH sends a success notification to the Producer
Prescription Level	Mandatory
Tag	Message format, simple SOAP

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TA Id	DBC_TA18
~~Variable~~	~~N/A~~

TA Id	DBC_TA19
Requirement	Due to the mandatory use of AS4 compression, XML Payloads are exchanged as compressed binary data.
Target	Payload compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Producer submits a Message with metadata information and XML payload to the SMSH.
Expected Result	This generates an AS4 message with a gzip compressed payload. For further information please refer to section 10.2.1 the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 3.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
Prescription Level	Mandatory
Tag	Payload compression
Variable	N/A

TA Id	DBC_TA20
Requirement	The PartInfo element in the message header that relates to the compressed

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TA Id	DBC_TA20
	message part, must have a Property element with @name = 'CompressionType'. The content type of the compressed attachment must be 'application/gzip'.
Target	Payload compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Producer submits a Message with metadata information and payload to the SMSH.
Expected Result	In the AS4 message generated by the SMSH, a property element with name 'CompressionType' and value set to 'application/gzip' is present. For further information please refer to section 10.2.1 the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 3.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
Prescription Level	Mandatory
Tag	Payload compression, compression type
Variable	N/A

TA Id	DBC_TA21
Requirement	Packaging requirement: ➢ A PartInfo/PartProperties/Property/@name = 'MimeType' value is

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TA Id	DBC_TA21
	required to identify the MIME type of the payload before compression was applied.
Target	Payload compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Producer submits a message to the SMSH with payload (ex: XML document) and metadata information including a property element with name 'MimeType' and value (application/xml).
Expected Result	The SMSH generates an AS4 message with the property 'MimeType' present and set to the value specified by the producer (application/xml). For further information please refer to section 10.2.1 the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 3.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
Prescription Level	Mandatory
Tag	Payload compression, Mime Type
Variable	N/A

TA Id	DBC_TA22
Requirement	Packaging requirement:

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	➢ A PartInfo/PartProperties/Property/@name = 'MimeType' value is required to identify the MIME type of the payload before compression was applied.
Target	Payload compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ The SMSH is simulated to send an AS4 message **without** property 'MimeType' present to the RMSH.
Expected Result	The RMSH sends a synchronous ebMS error message. For further information please refer to sections 10.4 and 10.4.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and section 3.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
Prescription Level	Mandatory
Tag	Payload compression, Mime Type
Variable	N/A

TA Id	**DBC_TA23**
Requirement	Packaging requirement: ➢ For XML payloads, a PartInfo/PartProperties/Property/@name =

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TA Id	DBC_TA23
	'CharacterSet' value is recommended to identify the character set of the payload before compression was applied. The value of this property MUST conform to the values defined in section 4.3.3 of (XML 1.0) http://www.w3.org/TR/xml/
Target	Payload compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ Producer submits a message to the SMSH with XML (UTF-16) payload and metadata information including payload CharacterSet info.
Expected Result	The SMSH generates an AS4 message with the property 'CharacterSet' present and set to the value 'UTF-16'. For further information please refer to section 3.1 in: http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf and section 4.3.3 in: http://www.w3.org/TR/xml/#sec-references
Prescription Level	Mandatory
Tag	Payload compression, CharacterSet
Variable	N/A

TA Id	DBC_TA24
Requirement	Packaging requirement:

TA Id	DBC_TA24
	➤ For XML payloads, a PartInfo/PartProperties/Property/@name = 'Chara**c**terSet' value is recommended to identify the character set of the payload before compression was applied. The value of this property MUST conform to the values defined in section 4.3.3 of (XML 1.0). http://www.w3.org/TR/xml/
Target	Payload compression
Prerequisite	➤ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➤ Producer submits a message to the SMSH with XML (UTF-8) payload and the metadata information including payload CharacterSet info.
Expected Result	The SMSH generates an AS4 message with the property 'CharacterSet' present and set to the value 'UTF-8'
Prescription Level	Mandatory
Tag	Payload compression, CharacterSet
Variable	N/A

TA Id	DBC_TA25
Requirement	Packaging requirement: ➤ For XML payloads, a PartInfo/PartProperties/Property/@name = 'CharacterSet' value is recommended to identify the character set of the payload before compression was applied. The value of this property MUST conform to the values defined in section 4.3.3 of (XML 1.0). http://www.w3.org/TR/xml/

TA Id	DBC_TA25
	and; https://issues.oasis-open.org/browse/EBXMLMSG-87 and; https://issues.oasis-open.org/browse/EBXMLMSG-88
Target	Payload compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH is simulated to send an AS4 message with property element 'CharacterSet' set to value not conforming to section 4.3.3 of (XML 1.0) (example '!utf*'). ➢ The SMSH sends the AS4 message to the RMSH.
Predicate	The RMSH returns a synchronous ebMS error message. For further information please refer to sections 10.4 and 10.4.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Payload compression, CharacterSet
Variable	N/A

TA Id	DBC_TA26
Requirement	In case of an error during decompression, the following error MUST be used: Code = EBMS:0303, short description = Decompression failure, Severity =

TA Id	DBC_TA26
	Failure, Category = Communication
	Error Handling
	For the error handling this profile specifies that errors must be reported and transmitted synchronously to the Sender and should be reported to the Consumer.
	➢ The parameter PMode[1].ErrorHandling.Report. AsResponse must be set to the value_true.
Target	Message compression
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push.
	➢ SMSH is simulated to send an AS4 User Message with compressed but damaged payloads.
	➢ The SMSH sends the AS4 User Message to the RMSH.
Expected Result	The RMSH sends back a synchronous error response to the Consumer with error code:
	Code = 'EBMS: 0303', Short description = 'DecompressionFailure', Severity = 'Failure', Category = 'Communication'.
	For further information please refer to sections 7.2.10.4, 10.4 and 10.4.1 in the Access Point Implementation Guide published on the Accreditation Body's website.
	http://digitalbusinesscouncil.com.au/access-point/
	And 5.2.2 in:

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TA Id	DBC_TA26
	http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf
Prescription Level	Mandatory
Tag	Payload compression, error handling
Variable	N/A

TA Id	DBC_TA27
Requirement	The RMSH must decompress any payload part(s) compressed by the SMSH before delivering the message.
Target	Payload reception
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push. ➢ SMSH sends an AS4 User Message with a compressed payload to the RMSH.
Expected Result	The RMSH delivers the message with decompressed payload to the Consumer.
Prescription Level	Mandatory
Tag	Payload delivery
Variable	N/A

TA Id	DBC_TA28
Requirement	➢ It must be possible to configure the accepted TLS versions(s) in the AS4 message handler. ➢ It must be possible to configure accepted TLS cipher suites in the AS4

TA Id	DBC_TA28
	message handler.
Target	Transport Layer Security
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the DBC AS4 profile: One-Way/Push.
Expected Result	Parameters to configure TLS version and cipher suites exist. For further information please refer to section 7.2.7.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	TLS
Variable	N/A

TA Id	DBC_TA29
Requirement	The ENISA and BSI reports state that TLS 1.0 and TLS 1.1 should not be used in new applications. Older versions such as SSL 2.0 (RFC6176) and SSL 3.0 MUST NOT be used. Products compliant with this profile SHOULD therefore support TLS 1.2 (RFC5246).
Target	Transport Layer Security
Prerequisite	➢ DBC_TA28 ➢ RMSH is configured with TLS v1.2 ➢ SMSH is configured with TLS v1.0 or TLS v1.1 ➢ SMSH tries to submit an AS4 message to the RMSH.
Expected Result	Connection is **not** established between the SMSH and the RMSH.

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TA Id	DBC_TA29
Prescription Level	Preferred For further information please refer to section 7.2.7.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Tag	TLS, Error
Variable	N/A

TA Id	DBC_TA30
Requirement	The ENISA and BSI reports state that TLS 1.0 and TLS 1.1 should not be used in new applications. Older versions such as SSL 2.0 (RFC6176) and SSL 3.0 MUST NOT be used. Products compliant with this profile SHOULD therefor support TLS 1.2 (RFC5246).
Target	Transport Layer Security
Prerequisite	➢ DBC_TA28 ➢ RMSH is configured with TLS v1.2 ➢ SMSH is configured with SSL v2.0 or SSL v3.0 ➢ SMSH tries to submit an AS4 message to the RMSH.
Expected Result	Connection is **not** established between the SMSH and the RMSH. For further information please refer to the Access Point Implementation Guide (Section 7.2.7.1) published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	TLS, Error
Variable	N/A

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TA Id	DBC_TA31
Requirement	(Note: This test assertion is only valid when TLS is handled by the AS4 message handler) ➢ IANA publishes a list of TLS cipher suites (TLSSP), only a subset of which the ENISA Report considers future-proof. Products must support cipher suites included in this subset. Vendors must add support for newer, safer cipher suites, as and when such suites are published by IANA/IETF. ➢ Support for SSL 3.0 and for cipher suites that are not currently considered secure should be disabled by default. ➢ Perfect Forward Secrecy, which is required in (BSITLS), is supported by the TLS_ECDHE_* and TLS_DHE_* cipher suites, which are therefore preferred and should be supported.
Target	Transport Layer Security
Prerequisite	➢ DBC_TA28 ➢ RMSH is configured with TLS v1.2 and list_accepted_cipher_suites. ➢ SMSH is configured with TLS v1.2 and cipher_suites not in list_accepted_cipher_suites. ➢ SMSH submits an AS4 message to the RMSH.
Expected Result	Connection is **not** established between SMSH and RMSH. For further information please refer to the Access Point Implementation Guide (Section 7.2.7.1) published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory

TA Id	DBC_TA31
Tag	TLS
Variable	List_accepted_cipher_suites: subset of list of TLS cipher suites (TLSSP) and TLS_ECDHE_* and TLS_DHE_* cipher suites.

TA Id	DBC_TA32
Requirement	➢ IANA publishes a list of TLS cipher suites (TLSSP), only a subset of which the ENISA Report considers future-proof Products must support cipher suites included in this subset. Vendors must add support for newer, safer cipher suites, as and when such suites are published by IANA/IETF. ➢ Support for SSL 3.0 and for cipher suites that are not currently considered secure should be disabled by default. ➢ Perfect Forward Secrecy, which is required in (BSITLS), is supported by the TLS_ECDHE_* and TLS_DHE_* cipher suites, which are therefore preferred and should be supported.
Target	Transport Layer Security
Prerequisite	➢ DBC_TA28 ➢ RMSH is configured with TLS v1.2 and list_accepted_cipher_suites. ➢ SMSH is configured with TLS v1.2 and cipher_suites in list_accepted_cipher_suites. ➢ SMSH submits an AS4 message to the RMSH.
Expected Result	The RMSH returns an HTTP response code 2XX. (Success) For further information please refer to sections 10.3 and 10.3.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/

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TA Id	DBC_TA32
Prescription Level	Mandatory
Tag	TLS
Variable	List_accepted_cipher_suites: subset of list of TLS cipher suites (TLSSP) and TLS_ECDHE_* and TLS_DHE_* cipher suites.

TA Id	DBC_TA33
This Test Requirement has been removed.Requirement From/PartyId and To/PartyId SHALL MUST address the identifiers of Access Points.	
Target	Message Reliability
Prerequisite	➢ SMSH and RSMH are configured to exchange AS4 messages according to the DBC AS4 Profile (One-Way/Push MEP). ➢ SMSH sends an AS4 UserMessage to the RMSH.
Expected Result	In the message, sender/receiver elements reference the Sending and Receiving MSHs and **not** the message Producer or Consumer. For further information please refer to sections 10.2 and 10.2.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Addressing
Variable	Sender/Receiver: UserMessage/PartyInfo/(From/To)/PartyId elements.

TA Id	DBC_Semantic1
Requirement	The Service Provider's solution must ensure that it adheres to the Accreditation Body's Semantic model and specification **prior** to sending out any business documents (eInvoices).
Target	Semantic Conformance
Prerequisite	➤ The producer creates aSMSH is configured to send AS4 messages according to the Council's AS4 profile: One-Way/Push MEP. ➤ SMSH attempts to sends an AS4 User Message to the RMSH, where the payloadn (eInvoice that) does **not** conform to the Accreditation Body's semantic specification and implementation guidemodel. For further information please refer to the eInvoicing Implementation Guide and the eInvoicing semantic model published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/invoicing-semantics/ http://digitalbusinesscouncil.com.au/access-point/
Expected Result	The SMSH Sending Access Point validates the eInvoice in accordance with the requirements outlined in section 11.1 of the eInvoicing Implementation Guide. http://digitalbusinesscouncil.com.au/invoicing-semantics/ It reports an error (message pre-delivery failure) to the message Producerupstream system/component that provided the eInvoice. For further information please refer to Appendix A: PMode Parameters and section 10 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ and; sections 2.1.3.4 and 5.2.2 in the following specification; http://docs.oasis-open.org/ebxml-msg/ebms/v3.0/profiles/AS4-profile/v1.0/AS4-profile-v1.0.pdf

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TA Id	DBC_Semantic1
Prescription Level	Mandatory
Tag	Semantic
Variable	N/A

TA Id	DBC_Semantic2
Requirement	The Service Provider's solution must ensure that it adheres to the Accreditation Body's Semantic model and specification for sending business document(s) to other Accreditation Body registered providers.
Target	Semantic Conformance
Prerequisite	➢ SMSH and RMSH are configured to exchange AS4 messages according to the Accreditation Body's AS4 profile: One-Way/Push MEP. ➢ SMSH sends an AS4 User Message to the RMSH, with a payload (eInvoice) that does not conforms to the Accreditation Body's semantic model and specification. For further information please refer to the eInvoicing Implementation Guide and the eInvoicing semantic model published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/invoicing-semantics/http://digitalbusinesscouncil.com.au/access-point/
Expected Result	The RMSH returns an eb:Receipt. The RMSH delivers the message payload (eInvoice) to the Access Point's Consumer sub-system/component. The Consumer validates the message and returns an Application Response with a Document Status Code of "Rejected"

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TA Id	DBC_Semantic2
	For further information please refer to sections 7.2.1, 10.~~3~~2 and 10.3.~~1~~ in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/ And Section 8.4 of the eInvoicing Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/invoicing-semantics/
Prescription Level	~~Mandatory~~Preferred
Tag	Semantic
Variable	N/A

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TA Id	DBC_Semantic3
This test requirement has been removed.~~Requirement~~	
~~The Service Provider's solution must ensure that it adheres to the Accreditation Body's Semantic model and specification for sending business document(s) to other Accreditation Body registered providers.~~	
~~Target~~	~~Semantic Conformance~~
~~Prerequisite~~	~~➢ SMSH and RMSH are configured to exchange AS4 messages according to the Accreditation Body's AS4 profile: One-Way/Push MEP.~~ ~~➢ SMSH sends an AS4 User Message to the RMSH, with a payload (eInvoice) that **does not** conform to the Accreditation Body's semantic model and specification.~~ ~~For further information please refer to the eInvoicing Implementation Guide~~

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TA Id	DBC_Semantic3
	and the eInvoicing semantic model published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Expected Result	The RMSH sends back a synchronous eb:Error response. For further information please refer to sections 7.2.3, 10.4 and 10.4.1 in the Access Point Implementation Guide published on the Accreditation Body's website. http://digitalbusinesscouncil.com.au/access-point/
Prescription Level	Mandatory
Tag	Semantic
Variable	N/A

Logo Use

Rules

Digital
Business
Council | Transforming the ways
Australians do business

Background

A. The Accreditation Body is the exclusive owner of the right, title, interest and goodwill in the Logo.

B. The Access Point Service Provider has been accredited by the Accreditation Body in connection with its Services in Australia pursuant to the Deed Poll.

C. The Accreditation Body has authorised the Access Point Service Provider to use the Logo on the terms and conditions set out in these Rules, in addition to the Deed Poll.

Terms and Conditions

1   Definitions

1.1   Deed Poll

A term defined in the Deed Poll has the same meaning in these Rules unless it is defined differently in these Rules.

1.2   Definitions

In these Rules unless the context otherwise requires:

(a)   **ACCC** means Australian Competition and Consumer Commission;

(b)   **Business** means the business carried out by the Access Point Service Provider in Australia, as specified in **Item 3**;

(c)   **Competition and Consumer Act** means *Competition and Consumer Act 2010* (Cth);

(d)   **Item** means an item in the Annexure to these Rules;

(e)   **Logo** means the logo set out in **Item 1**;

(f)   **Party** means the Accreditation Body, the Council, or the ATO, or any combination of them or the Access Point Service Provider as the context requires and **Parties** is a reference to both;

(g)   **Personnel** means agents, contractors, directors, employees, subcontractors and officers;

(h)   **Rules** means these rules and includes the Annexure to it;

(i)   **Services** mean any and all of the classes of services specified in **Item 2**; and

(j)   **Term** means the term set out in **rule 2**.

1.3   Interpretation

Unless the context suggests otherwise:

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(a)   the interpretation provisions of the Deed Poll apply to these Rules; and

(b)   a reference to a clause is a reference to a clause of the Deed Poll, and a reference to a rule is a reference to a rule of these Rules.

2   Term

2.1   Term

(a)   These Rules shall commence on the Effective Date, and operate until any such time as the Deed Poll is terminated pursuant to clause 20 of the Deed Poll or otherwise comes to an end.

(b)   If the Access Point Service Provider has its participation under the Framework suspended pursuant to clause 15.2 of the Deed Poll, the licence granted by **rule 3.1** shall be suspended until such time, if any, as the suspension is lifted.

3   Licence

3.1   Licence

Subject to the terms of these Rules, the Accreditation Body grants to the Access Point Service Provider for the Term a non-exclusive, non-assignable, royalty-free licence to use the Logo in Australia for its Business in relation to the Services.

3.2   Access Point Service Provider is independent

The business of the Access Point Service Provider is independent from the business of the Accreditation Body and the Deed Poll and these Rules do not constitute, and shall not be interpreted as, an agency, partnership, joint venture or franchise arrangement between the Access Point Service Provider and the Accreditation Body.

3.3   Unauthorised representations

The Access Point Service Provider must not represent that it has the authority to act on behalf of the Accreditation Body either in the capacity of a partner or agent, nor that either Party is a joint venturer, employer or fiduciary of the other.

4   Access Point Service Provider's obligations and acknowledgements

4.1   Use of Logo

The Access Point Service Provider agrees to use the Logo solely in accordance with the terms of the Deed Poll and these Rules.

4.2   Accreditation Body's Title

The Access Point Service Provider acknowledges the Accreditation Body's title to the Logo in Australia and undertakes not to take any action which would or might:

(a)   invalidate, challenge, oppose or otherwise put in dispute the Accreditation Body's title to the Logo;

(b)   assert any right to or over the Logo in any manner inconsistent with the Access Point Service Provider's rights under the Deed Poll or these Rules;

(c)   take or appropriate the Logo as its own;

(d)   put the Accreditation Body's rights into disrepute; or

(e)   cause, permit or assist any other person directly or indirectly in the acts described in **rules 4.2(a)** to **4.2(d)**.

4.3   Identical or similar marks

The Access Point Service Provider undertakes not to register or attempt to register any trade marks that are substantially identical or deceptively similar to the Logo.

4.4   Maintenance of value

The Access Point Service Provider must use its best endeavours to preserve the value, validity, integrity and reputation of the Logo and in particular must:

(a)   endeavour to create, promote and retain the goodwill in the Accreditation Body relating to the supply or provision of the Services;

(b)   use the Logo in the same form as shown in the Annexure; and

(c)   not act in any manner or engage in any conduct that may adversely affect the reputation of the Accreditation Body or its services provided.

4.5   Accreditation Body's directions

The Access Point Service Provider shall comply with any reasonable directions of the Accreditation Body regarding the use of the Logo.

4.6   Sublicensing

The Access Point Service Provider shall not grant or sublicense any of its rights under these Rules to a third party. This includes, but is not limited to, sponsorship and partnership arrangements.

4.7   No additions

(a)   The Access Point Service Provider shall not make any additions to the form of the Logo.

(b)   Notwithstanding **rule 4.7(a)**, if any additions are made to the Logo, the rights and title in the additions shall vest in the Accreditation Body.

4.8   Proprietary statements

The Access Point Service Provider shall ensure that:

(a)   if the Logo is a registered trade mark with IP Australia, all uses of the Logo include the registered trade mark symbol (®); and

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(b)   if the Logo is not a registered trade mark with IP Australia, all uses of the Logo include the unregistered trade mark symbol (™).

4.9   Compliance with laws

The Access Point Service Provider shall ensure that no material using the Logo contravenes any laws in force, including but not limited to the Competition and Consumer Act or similar legislation in any jurisdiction, or guidelines produced by the ACCC.

4.10   Termination of Deed Poll

If the Deed Poll is terminated or ends:

(a)   the Access Point Service Provider must immediately cease all use of:

(i)   the Logo; and

(ii)   any material which bears the Logo; and

(b)   the Accreditation Body may require the Access Point Service Provider to destroy any material bearing the Logo, at the Access Point Service Provider's cost.

5   Quality Control of Services

(a)   From time to time, but in any case not less than once every six (6) months throughout the Term, the Access Point Service Provider must, at its own expense, submit to the Accreditation Body samples of any and all promotional material, advertising, products and/or stationery in or on which the Logo is used that have not been previously provided to the Accreditation Body.

(b)   For the avoidance of doubt, **rule 5(a)** does not extend to any material that has only been used internally and has not been exposed to the public or third parties.

(c)   For the purposes of **rule 5(a)**, where the same template has been used for more than one piece of material, with the use of the Logo remaining the same and only other details changed, it is acceptable to only provide the template.

6   Infringement Proceedings

6.1   Protection

The Access Point Service Provider undertakes to the Accreditation Body that it shall do all things reasonably necessary to protect the Logo against deregistration or infringement, as well as to maintain the integrity of the Logo.

6.2   Receipt of notice

(a)   In the event that:

(i)   the Access Point Service Provider receives notice of any infringement or threatened infringement of the Logo or any common law passing off by reason of imitations or otherwise; or

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> (ii) any third party alleges or claims that the Logo is liable to cause deception or confusion to the public,

then the Access Point Service Provider must immediately notify the Accreditation Body, giving particulars and providing all information and assistance to the Accreditation Body in the event that the Accreditation Body commences or defends proceedings in relation to the above claims or infringements. Any such proceedings will be under the control and at the expense of the Accreditation Body.

(b) The Access Point Service Provider shall not commence any legal action towards infringement or threatened infringement of the Logo unless otherwise agreed to in a written document signed by the Parties.

7 Indemnity

7.1 Access Point Service Provider must keep Accreditation Body indemnified

The Access Point Service Provider must at all times keep the Accreditation Body or its Personnel, or both, indemnified from and against all claims, demands, actions, proceedings or prosecutions:

(a) which may be brought, commenced or prosecuted against the Accreditation Body or its Personnel, or both; or

(b) in which the Accreditation Body or its Personnel, or both may be involved in consequence of or relating to the breach of these Rules by the Access Point Service Provider.

7.2 Costs, damages and expenses

The indemnity in this **rule 7** shall extend to all costs, damages and expenses incurred by the Accreditation Body or its Personnel, or both, whether direct or indirect, as a result of the Access Point Service Provider's breach of these Rules.

8 Breach

8.1 Notice to Rectify Breach

(a) If the Access Point Service Provider commits a breach of these Rules, the Accreditation Body may serve it with a written notice to rectify the breach.

(b) A notice under **rule 8.1(a)** must:

> (i) state that it is a notice given under **rule 8.1(a)**;
>
> (ii) specify the alleged breach with reasonable details;
>
> (iii) require the Access Point Service Provider to rectify the breach; and

(iv)   specify a date (which must not be fewer than ten (10) Business Days after the notice is served) by which the Access Point Service Provider must rectify it.

8.2   The Accreditation Body may Terminate

If the Access Point Service Provider, after receiving a notice under **rule 8.1(a)**, fails to rectify the breach within the time specified in the notice, the Accreditation Body may, by further written and signed notice, terminate the licence given under **rule 3.1** immediately.

8.3   Termination Without Notice for Revocation

If the Deed Poll is terminated pursuant to clause 20 of the Deed Poll or otherwise ends, the licence given under **rule 3.1** shall be terminated immediately.

8.4   Suspension

If the Access Point Service Provider is suspended from participation in the Framework pursuant to clause 16.2 of the Deed Poll, the licence given under **rule 3.1** shall be suspended until any such time as the suspension from participation in the Framework is lifted.

9   Dispute Resolution

Any disputes arising in connection with these Rules shall be dealt with pursuant to clause 19 of the Deed Poll.

Annexure A Particulars

No.	Item	Particulars
1.	Logo (Clause 1.2(e))	
2.	Services (Clause 1.2(i))	
3.	Business description (Clause 1.2(b))	