

# NPP Product Rules

Version 28.0



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## AP+ SCHEME RULES

### Incorporation of the AP+ Scheme Rules

These NPP Product Rules are issued by the Scheme Operator, which operates the NPP payment scheme.

The Scheme Operator is a wholly owned subsidiary of AP+. Other subsidiaries of AP+ operate the eftpos payment scheme, and the BPAY payment scheme. Each of these payment schemes exists independently of the other. However, AP+ has developed the AP+ Scheme Rules, so as to apply a common set of rules to the operation of each of these payment schemes.

These NPP Product Rules hereby incorporate by reference the AP+ Scheme Rules, as if they were set out in these NPP Product Rules in full. Among other things, those AP+ Scheme Rules describe the documents which constitute the Scheme Documentation for the NPP payment scheme, and their order of precedence.

### Operation of this document as the NPP Product Rules

This document was modified with effect from 1 March 2025 as part of the 'scheme harmonisation project' conducted by AP+ (the **Harmonisation Date**). While this document is titled, and constitutes, the NPP Product Rules, it also remains and constitutes the 'NPP Regulations', including for the purposes of any other agreements, documentation, regulatory approvals or the like (**External Documents**) which refer to it.

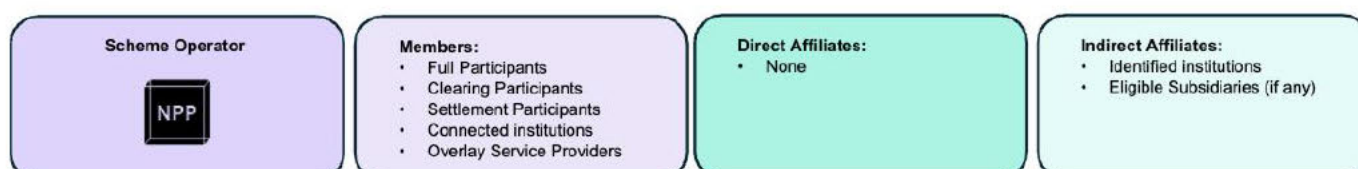
Where an External Document refers to a specific provision of this document (including a defined term) that existed prior to the Harmonisation Date, that reference will be taken to refer to the provision in this document or (if applicable) the AP+ Scheme Rules that is the same as, or most closely resembles or deals with the subject matter of, the provision that is being referred to that existed prior to the Harmonisation Date.

## N1. INTRODUCTION

### N1.1. AP+ Scheme Rules, Scheme Actors and other roles of participation in the NPP Scheme

- (a) For the purposes of the AP+ Scheme Rules each **Member** of the NPP Scheme:
- (i) is a person whose Application for Membership to participate in the NPP Scheme in a certain capacity, has been accepted; and
  - (ii) participates in the NPP Scheme in one of (or a combination of) the following capacities: Full Participant, Clearing Participant, Settlement Participant, Connected Institution or Overlay Service Provider.
- (b) The representation of an Identified Institution by an NPP Participant is a Representative Arrangement and is permitted under these Product Rules and Product Procedure Volume 8 for the purposes of Scheme Rule 10.2 (Representative Arrangements). Accordingly, in such Representative Arrangements, the relevant NPP Participant is the Representative of the relevant Identified Institution, and each Identified Institution is an **Indirect Affiliate** in the NPP Scheme.
- (c) If any NPP Participant, Connected Institution or Overlay Service Provider engages in Subsidiary Facilitation under Scheme Rule 10.1 (Subsidiary Facilitation) in respect of the NPP Scheme, each Eligible Subsidiary of the NPP Participant, Connected Institution or Overlay Service Provider is an Indirect Affiliate. Subsidiary Facilitation is permitted for NPP Participants, Connected Institutions and Overlay Service Providers under these Product Rules for the purposes of Scheme Rule 10.1 (Subsidiary Facilitation).

The above can be represented diagrammatically as follows:



- (d) For the purposes of the AP+ Scheme Rules and the NPP Scheme:
- (i) SWIFT is a **Scheme Service Provider**; and
  - (ii) the NPP payment product, that is the subject of the AP+ Scheme Rules, Product Rules and Product Procedures, is the **Product**.
- (e) For clarity, an Overlay Service Provider is not a Service Provider (within the meaning given to that term in the Scheme Documentation).
- (f) For the purposes of Scheme Rule 6.4(d)(xiii) (Amendments to the Scheme Documentation), the following Product Rules are **Board Reserved Matters**: N1.

### N1.2. Commencement

The Product Rules and the Product Procedures take effect from the Commencement Date.

### **N1.3. RBA**

A reference in the Scheme Documentation to an 'NPP Participant' (including any reference to a 'Full Participant') only includes the RBA in its capacity as a participant in the NPP that is directly connected to the platform and does not include the RBA in its capacity as the operator of the FSS / RITS or in its capacity as a regulator of the Australian payments system.

## N2. SCOPE, DISCLAIMERS AND LIMITATION OF LIABILITY

### N2.1. Scope

These Product Rules prescribe the manner in which:

- (a) a person may become an NPP Participant, Connected Institution or Overlay Service Provider (Product Rule N4, together with Scheme Rule 3 (Membership));
- (b) admission and connection to the NPP Basic Infrastructure is effected (Product Rule N5);
- (c) NPP Payments may be cleared (Product Rule N6);
- (d) NPP Payments are to be settled (Product Rule N7);
- (e) the Addressing Service may be accessed by NPP Participants, Connected Institutions and by Overlay Service Providers, and the purposes of access (Product Rule N8);
- (f) the Mandate Management Service may be accessed by NPP Participants and Connected Institutions, and the purposes of access and the manner in which Mandate Payments may be initiated and are to be cleared (Product Rule N17); and
- (g) the Confirmation of Payee Service may be accessed by NPP Participants and Connected Institutions, and the purposes of access outlined in Product Rule N18,

and various ancillary matters.

### N2.2. Liabilities of the Scheme Operator

It is expressly agreed and acknowledged that the Scheme Operator will not incur any financial liability to any NPP Participant, Connected Institution or Overlay Service Provider as a result of the operation and administration of the NPP Basic Infrastructure, Mandate Management Service or Central Matching Service in accordance with the Scheme Documentation.

### N2.3. Representations and Warranties

- (a) Each NPP Participant, Connected Institution and Overlay Service Provider represents and warrants to the Scheme Operator and to each other, both on the Commencement Date and on a continuing basis, that:
  - (i) it has not relied on any representation made by the Scheme Operator or any other NPP Participant, Connected Institution or Overlay Service Provider to induce it to become a party to, or to clear and settle NPP Payments or use the NPP Basic Infrastructure or Mandate Management Service in accordance with, the Scheme Documentation;
  - (ii) it has made its own appraisal of the qualifications to be satisfied in order to become an NPP Participant, Connected Institution or Overlay Service Provider;
  - (iii) it has made (without reliance on or inducement to or from the Scheme Operator or any NPP Participant, Connected Institution or Overlay Service Provider) its own assessment and approval of the Scheme Documentation as being appropriate for the clearing and settlement of NPP Payments between NPP Participants (howsoever initiated);

- (iv) it has the power and authority to become a party to the Scheme Documentation, and its obligations under the Scheme Documentation are valid and binding, and are enforceable according to their terms;
  - (v) no Insolvency Event has occurred with respect to it;
  - (vi) it does not become an NPP Participant, Connected Institution or Overlay Service Provider as trustee; and
  - (vii) it has disclosed to the Scheme Operator all facts which are material to its Application for Membership.
- (b) Each NPP Participant, Connected Institution and Overlay Service Provider acknowledges that each other party relies on the representations and warranties given by it in Product Rule N2.3(a).
  - (c) Each NPP Participant, Connected Institution and Overlay Service Provider agrees to notify the Scheme Operator of any matter or thing which would mean it could not truthfully repeat all the representations and warranties in Product Rule N2.3(a) by reference to the then current circumstances.
  - (d) The Scheme Operator and each other party is entitled to assume the correctness of any representation and warranty made by an NPP Participant, Connected Institution or Overlay Service Provider under the Scheme Documentation and is not required to conduct independent inquiries or to conduct searches of public registers to confirm the correctness of any such representation or warranty.

## **N2.4. Disclaimers**

- (a) Neither the Scheme Operator nor any of its officers, employees, representatives or agents has any duty or responsibility, either initially or on a continuing basis, to:
  - (i) keep itself informed about the performance by NPP Participants, Connected Institutions or Overlay Service Providers of their respective obligations under the Scheme Documentation, provided that if the Scheme Operator becomes aware that an NPP Participant, Connected Institution or Overlay Service Provider has breached its obligations under the Scheme Documentation, the Scheme Operator will bring the matter to the attention of that NPP Participant, Connected Institution or Overlay Service Provider (as applicable) and may direct remediation of the breach, including under Scheme Rule 11 (Scheme Compliance) and, in the case of a breach which is a Material Breach, may take action under Scheme Rule 4 (Suspension and termination);
  - (ii) keep itself informed about the financial condition, affairs or creditworthiness of any NPP Participant, Connected Institution or Overlay Service Provider; or
  - (iii) except as expressly provided by these the Scheme Documentation, provide any NPP Participant, Connected Institution or Overlay Service Provider with credit information or other information with respect to any other NPP Participant, Connected Institution or Overlay Service Provider.
- (b) Each Applicant, NPP Participant, Connected Institution and Overlay Service Provider acknowledges that no officer, employee, representative or agent of the Scheme Operator has any authority to make any representations or give any warranties in relation to the liability of the Scheme Operator with respect to the operation of the NPP Basic Infrastructure or Mandate Management Service which are inconsistent with the Constitution and the Scheme Documentation.

## N2.5. Exclusions

Without limiting Product Rule N2.2 or any other provision of the AP+ Scheme Rules or Product Rules, the Scheme Operator will not be liable for any loss to any person or damage to persons or property, whether such loss or damage is direct or consequential (including but not limited to loss of profits), howsoever arising out of:

- (a) any act or omission by any NPP Participant, Connected Institution or Overlay Service Provider or by the RBA (as provider of the FSS) or any other person, other than the Scheme Operator, its officers, employees, representatives or agents, (including without limitation any errors or delays, any breach of warranty or undertaking or representation, any breach of the Scheme Documentation or the terms of any other document relating to the NPP, any Insolvency Event, any settlement rejection or failure to settle for any obligation arising out of any Cleared NPP Payment, any fraud or any forgery);
- (b) the exercise, or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under the Scheme Documentation;
- (c) any act or omission done by, or any refusal to do any act by the Scheme Operator, its officers, employees, representatives or agents in good faith and without negligence or in reasonable reliance on any act, conduct or consent of any other person or reasonably upon any instructions, information or document provided to the Scheme Operator, its officers, employees, representatives or agents by any other person;
- (d) any fraud on the part of any officer, employee, representative or agent outside the scope of their employment with the Scheme Operator, except to the extent to which the Scheme Operator would have been responsible at common law for such fraud;
- (e) the failure of the Scheme Operator, its officers, employees, representatives or agents to receive any instructions, information or document from any other person, unless the failure has resulted from a negligent act or omission of the Scheme Operator;
- (f) the terms of any representation, instructions, information or document given to the Scheme Operator, its officers, employees, representatives or agents by any other person;
- (g) any error or omission in any document issued by the Scheme Operator, other than an error or omission resulting from a negligent act or omission of the Scheme Operator;
- (h) any technological failure of any sort (including without limitation any failure of any information technology, telecommunications, computer, software, hardware, system or electrical failure);
- (i) any unauthorised access or connection to the NPP Basic Infrastructure, the Mandate Management Service or Central Matching Service by any person, other than an officer, employee, representative or agent of the Scheme Operator;
- (j) any contractual arrangements between an NPP Participant, Connected Institution or Overlay Service Provider and another person;
- (k) any change in the status, financial condition, affairs or creditworthiness of an NPP Participant, Connected Institution, Overlay Service Provider or another person;
- (l) any suspension or reinstatement of the NPP Basic Infrastructure, the Mandate Management Service, or Central Matching Service or of any NPP Participant's or Connected Institution's connection to the NPP Basic Infrastructure, Mandate Management Service, or Central Matching Service by the Scheme Operator in accordance with the Scheme Documentation or any suspension or reinstatement of the FSS by the RBA; or
- (m) the reliance by any person on the Verification Standards for any purpose.

## N2.6. Limit of Liability

- (a) If, notwithstanding Product Rules N2.2 to N2.5 inclusive, any liability is incurred by the Scheme Operator in relation to the NPP Basic Infrastructure, Mandate Management Service or the Central Matching Service, the aggregate amount of that liability in respect of all claims (whether in contract, tort (including negligence), statute or any other cause of action) made by NPP Participants, Connected Institutions or Overlay Service Providers in respect of, or arising out of, any one event is limited to:
  - (i) the highest Transaction Fees or annual administration fee paid by any NPP Participant in accordance with the AP+ Scheme Rules or these Product Rules during or in relation to the one month preceding the month in which the liability is incurred; or
  - (ii) during any period where Transaction Fees or annual administration fees do not apply, the highest pro rata monthly capital contribution made by any NPP Participant during the year in which the liability is incurred.
- (b) Any claim made by any NPP Participant, Connected Institution or Overlay Service Provider against the Scheme Operator in relation to the NPP Basic Infrastructure, Mandate Management Service or Central Matching Service must be made within six (6) months of the occurrence of the event which it is alleged gives rise to the claim against the Scheme Operator.
- (c) For the purposes of Product Rule N2.6(a) all inter-related events which give rise to the Scheme Operator's liability under the Scheme Documentation or otherwise will be treated as one event.
- (d) If any 2 or more NPP Participants suffer losses which exceed the total limit specified in Product Rule N2.6(a), the liability of the Scheme Operator to each of those NPP Participants in accordance with the AP+ Scheme Rules and these Product Rules will be proportional to the total loss suffered by each of those NPP Participants respectively.

## N3. GENERAL RIGHTS AND OBLIGATIONS

### N3.1. The Scheme Operator

- (a) The Scheme Operator is responsible for the operation of the NPP Basic Infrastructure and Mandate Management Service (**MMS**).
- (b) Subject to the Constitution, the MISD, the CMS Deed, the CoP Deed, the AP+ Scheme Rules and these Product Rules, the Scheme Operator has all rights and powers reasonably necessary or desirable to:
  - (i) facilitate fair access to the NPP Basic Infrastructure and MMS for eligible persons; and
  - (ii) ensure the safe, reliable and efficient operation of the NPP Basic Infrastructure and MMS.
- (c) To the extent that intellectual property rights subsist in materials created by an NPP Participant or Connected Institution or any of their employees, officers, directors, advisers or contractors for the purposes of assisting or benefiting the business of the Scheme Operator (**Developed Materials**), each of them hereby assigns to the Scheme Operator, as legal and beneficial owner free from all encumbrances, all right, title and interest in and to such intellectual property rights, including:
  - (i) all current and future copyright rights, and rights in the nature of copyright, throughout the world in the Developed Materials; and
  - (ii) all accrued rights of action involving the Developed Materials.

This Product Rule N3.1(c) does not apply to any intellectual property rights created by:

- (iii) an NPP Participant or Connected Institution or any of their employees, officers, directors, advisers or contractors for the purposes of:
  - A. interfacing with the PAG or otherwise in respect of technology to be deployed on the NPP Participant's side of the boundary of the PAG; or
  - B. any Overlay Service;
- (iv) the RBA (in its capacity as the operator of the FSS), or any employees, officers, directors, advisers or contractors of the RBA in connection with the development and operation of the FSS and related services to be provided by the RBA in connection with the NPP,

and such materials will not be Developed Materials for the purpose of this provision.

- (d) To the extent that the Scheme Documentation grant the Board power to exercise discretion, such discretion must be exercised reasonably, in good faith and in accordance with the objects of the Scheme Operator.
- (e) The Scheme Operator acknowledges and agrees that to the extent it obtains the benefit of any Service Credit from SWIFT in relation to a Service Level Default, it may, but is not obliged to, pass through or apply a proportionate amount of the Service Credit to each Full Participant or Clearing Participant which the Board determines to have been adversely affected by the Service Level Default. Capitalised terms used in this Product Rule N3.1(e) not defined in this document, have the meaning given in the MISD, or CoP Deed, or CMS Deed as applicable.

### N3.2. FSS

- (a) Each NPP Participant, Connected Institution and Overlay Service Provider acknowledges that:

- (i) the RBA is responsible for the availability and performance of the FSS, and that the Scheme Operator has no responsibility for, and makes no representation or warranty in relation to, the availability or performance of the FSS for settlement of NPP Payments; and
  - (ii) the RBA (in its capacity as the operator of the FSS) is entitled to nominate a representative to be an Invitee of each Committee established in respect of the NPP Scheme under Scheme Rule 6.1 (Governance of the AP+ Schemes) in addition to any representative appointed by the RBA in its capacity as an NPP Participant.
- (b) The Scheme Operator is responsible for management of the NPP Basic Infrastructure in response to an FSS Outage.
- (c) In the event that the Scheme Operator is notified by the RBA of an FSS Outage, the Scheme Operator will promptly notify each NPP Participant, Connected Institution and Overlay Service Provider of the Outage and the estimated recovery time (if known).
- (d) Each NPP Participant, Connected Institution and Overlay Service Provider:
- (i) acknowledges that, for the purposes of Scheme Rule 15.3(b)(iii) (Product Suspensions), the Scheme Operator may suspend the NPP Basic Infrastructure during an FSS Outage if it is advised by the RBA, or otherwise reasonably determines, that the Outage is likely to be protracted or to otherwise adversely impact the Scheme Operator, NPP Participants or the NPP Basic Infrastructure;
  - (ii) acknowledges that, unless and until it is notified by the Scheme Operator of any decision to suspend the NPP Basic Infrastructure, it is bound to comply with the Incident Management Procedures; and
  - (iii) agrees that the Scheme Operator will not be liable to any NPP Participant, Connected Institution, Overlay Service Provider, OS Subscriber or any other person, whether in contract, tort or otherwise, for any direct or indirect loss, damages, expenses or claims which that NPP Participant, Connected Institution, Overlay Service Provider, OS Subscriber or any other person may suffer or incur as a result of any suspension, or failure to suspend, or any delay in suspension, of the NPP Basic Infrastructure during an FSS Outage.
- (e) Further information in relation to the FSS is provided in the RITS User Guides. All rights and obligations as between the RBA and the Scheme Operator in relation to the FSS are contained in the NPP Feeder System Agreement and the Provisioning Agreement between the RBA and the Scheme Operator. Details regarding procedural, administrative and contingency arrangements between the RBA and the Scheme Operator are contained in the RBA – NPPA Operational and Contingency Arrangements (as defined in the NPP Feeder System Agreement). All rights and obligations as between the RBA and NPP Participants (and, if applicable, Connected Institutions and Overlay Service Providers) who are members of RITS, in relation to the FSS are contained in the RITS Membership Documents (as defined in the RITS Regulations) and any approvals granted under the RITS Regulations.

### **N3.3. General Obligations of Parties**

Each NPP Participant, Connected Institution and Overlay Service Provider must:

- (a) if a Full Participant, Clearing Participant or Connected Institution, ensure that its connection to or use of the NPP Basic Infrastructure or Mandate Management Service does not adversely affect Scheme Integrity; and
- (b) comply with any written direction given by the Scheme Operator which the Scheme Operator determines is reasonably necessary to protect Scheme Integrity, including in relation to management

of an operational suspension of the NPP Basic Infrastructure or Mandate Management Service and operational resumption.

### **N3.4. General Right of the Scheme Operator to Use NPP Reports**

Each NPP Participant, Connected Institution and Overlay Service Provider acknowledges that:

- (a) the NPP Basic Infrastructure and Mandate Management Service each provides for the automated generation of NPP Reports;
- (b) the Scheme Operator may use and disclose NPP Reports to:
  - (i) its advisors, agents, directors, officers, employees, contractors and the RBA (including in the RBA's capacity as a regulator of the payments system) for the purposes of managing the business of the Scheme Operator and the NPP Basic Infrastructure, calculating any fees which may be payable by NPP Participants, Connected Institutions and Overlay Service Providers, assisting payments system oversight by the RBA and for ancillary purposes. For the avoidance of doubt, the Scheme Operator may not commercialise data contained in any NPP Report;
- (c) without limiting the generality of Product Rule N3.4(b), the Scheme Operator will provide any NPP Report which relates to OS Payments to the Overlay Service Provider, upon the Overlay Service Provider's written request; and
- (d) the Scheme Operator makes no representation or warranty as to the accuracy or completeness of any NPP Report and expressly disclaims all liability, whether in contract or tort or otherwise, to any party to whom an NPP Report is provided, any NPP Participant, any Overlay Service Provider or OS Subscriber or any other person, which may arise as a result of any NPP Report being found to be inaccurate or incomplete.

### **N3.5. Rights and Obligations of NPP Participants**

- (a) Each Full Participant and Clearing Participant has:
  - (i) the right to send BSCTs and Non-Value Messages using the NPP Basic Infrastructure;
  - (ii) the obligations to:
    - A. receive BSCTs using the NPP Basic Infrastructure;
    - B. receive Non-Value Messages and to send associated NPP Payments using the NPP Basic Infrastructure as prescribed and required by these Product Rules including Product Rule N17 (Mandated Payments Service) and the Product Procedures; and
    - C. use the NPP Basic Infrastructure if return of an NPP Payment is required;
  - (iii) the right to send and the obligation to receive IVTS Payments under the IVTS Payments Service; and
  - (iv) if it has elected to be an OS Subscriber or a provider of clearing services to an OS Subscriber, the right to use the NPP Basic Infrastructure to send and receive OS Payments.

Nothing in these Product Rules obliges any NPP Participant to be or to become an OS Subscriber or to become a member of an NPP Closed User Group for an Overlay Service.

- (b) The Scheme Operator grants to each NPP Participant a non-exclusive, royalty-free licence for the term of the NPP Participant's participation under these Product Rules, to use and to sub-license to third parties, including its subcontractors and its Identified Institutions, such of the Scheme Operator's Intellectual Property Rights as may be reasonably necessary for the purposes of enabling the NPP Participant to exercise its rights and perform its obligations under these Product Rules and the Product Procedures. This Product Rule N3.5(b) does not apply to the Trade Marks, the licensing of which is provided for in Scheme Rule 18 (Trade marks).
- (c) Each Full Participant and Clearing Participant must comply with all of the technical connectivity requirements set out in Product Rule N5.
- (d) Each Full Participant and Settlement Participant must ensure that it is authorised by the RBA to use the FSS for settlement of NPP Payments.
- (e) Each NPP Participant acknowledges and agrees that, to the extent that it provides NPP Payment clearing and/or settlement services to Identified Institutions, it is responsible as principal in relation to:
  - (i) the accuracy and validity of all Alias Information it registers in its capacity as the Registering Participant, in the Addressing Service in accordance with Product Rule N8;
  - (ii) clearing NPP Payments in accordance with Product Rule N6; and
  - (iii) settlement of NPP Payments in accordance with Product Rule N7.
- (f) [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- (g) The Scheme Operator acknowledges that when acting as agent for the RBA, the Scheme Operator must act in accordance with the obligations of the RBA to act as a model litigant.
- (h) [REDACTED]
  - [REDACTED]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

### **N3.6. Rights and Obligations of Connected Institutions**

- (a) Each Connected Institution has the right to use the NPP Basic Infrastructure to send, and the obligation to receive and respond to Non-Value Messages, including Non-Value Messages defined for use in connection with the Mandated Payments Service.
- (b) The Scheme Operator grants to each Connected Institution a non-exclusive, royalty-free licence for the term of the Connected Institution’s participation under these Product Rules, to use and sub-license to its subcontractors such of the Scheme Operator’s Intellectual Property Rights as may be reasonably necessary to enable the Connected Institution to exercise its rights and perform its obligations under these Product Rules or the Product Procedures. This Product Rule N3.6(b) does not apply to the Trade Marks, the licensing of which is provided for in Scheme Rule 18 (Trade marks).
- (c) Each Connected Institution must comply with all of the technical connectivity requirements set out in Product Rule N5.
- (d) [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **N3.7. Rights and Obligations of Overlay Service Providers**

- (a) Each person that is accepted as an Overlay Service Provider pursuant to Product Rule N4 must on and from acceptance:
  - (i) ensure that the use of the Overlay Service by NPP Participants which subscribe to the Overlay Service, or which provide third party clearing and/or settlement services to OS Subscribers, does not adversely affect Scheme Integrity;
  - (ii) promptly notify the Scheme Operator of the identity of each person who becomes an OS Subscriber, and provide the Scheme Operator with all information that the Scheme Operator may reasonably require for the purposes of monitoring and managing connections to and use of the NPP Basic Infrastructure promptly upon request; and
  - (iii) ensure that it satisfies the Membership Criteria for an Overlay Service Provider on a continuing basis, including providing any additional evidence sought by the Scheme Operator upon a change of control of the Overlay Service Provider.
- (b) Subject to Product Rule N3.7(d), an Overlay Service Provider may:
  - (i) provide an Overlay Service using the NPP Basic Infrastructure to each OS Subscriber to that Overlay Service; and
  - (ii) by written notice to the Scheme Operator, cease to provide an Overlay Service. Such notice will become effective on the next scheduled update to the NPP Business Reference Data Tables.
- (c) An Overlay Service Provider may request the Scheme Operator to give, or procure, access to the Certification Solution on the following terms and conditions:
  - (i) subject to acceptance of the commercial terms and conditions prescribed by the Scheme Operator or the Certification Solution providers pursuant to Product Rule N3.7(c)(ii), the Scheme Operator will grant, or procure the grant of, a non-exclusive, revocable license to use

- the Certification Solution to any Overlay Service Provider (or an eligible Applicant) which reasonably requires use of the Certification Solution for its Overlay Service; and
- (ii) any licence granted or procured pursuant to Product Rule N3.7(c)(i) will be subject to market commercial terms and on such conditions as the Scheme Operator or the Certification Solution provider may determine in their absolute discretion.
- (d) An Overlay Service Provider which elects to connect to the NPP Basic Infrastructure is a Connected Institution for the purposes of the Scheme Documentation and is bound to comply with all of the obligations, and is entitled to exercise all of the rights, of Connected Institutions set out in the Scheme Documentation. For the avoidance of doubt, nothing in the Scheme Documentation obliges an Overlay Service Provider to become a Connected Institution.
- (e) Each Overlay Service Provider may determine the eligibility criteria for OS Subscribers in its absolute discretion, and is entitled to define, and exercise primary responsibility to administer, its OS Rules, provided however that:
- (i) the Overlay Service Provider must not represent that any person, other than an NPP Participant, may connect to the NPP Basic Infrastructure to clear NPP Payments (including OS Payments) or may be authorised to use the FSS to settle NPP Payments (including OS Payments);
  - (ii) except as approved by the Scheme Operator in accordance with Product Procedure N7.3.1(g) (Overlay Service Rules Requirements), its OS Rules must not be inconsistent with the NPP Core Clearing and Settlement Rules;
  - (iii) nothing in the OS Rules obliges or purports to oblige any NPP Participant to become a subscriber to any Overlay Service;
  - (iv) nothing in the OS Rules will impose, or purport to impose, any liability upon the Scheme Operator;
  - (v) the Scheme Operator has primary administrative responsibility for NPP Core Clearing and Settlement Rules, whether replicated in OS Rules or incorporated by reference in OS Rules; and
  - (vi) in circumstances where provisions of the Scheme Documentation (other than provisions falling within the ambit of the NPP Core Clearing and Settlement Rules) and the OS Rules apply to a particular matter or issue, the Overlay Service Provider will exercise primary administrative responsibility subject to the Overlay Service Provider and the Scheme Operator consulting each other in good faith and working cooperatively to exercise their respective administrative responsibilities jointly should the Overlay Service Provider seek such assistance.
- (f) Each Overlay Service Provider represents and warrants to the Scheme Operator and to each NPP Participant that, except as approved by the Scheme Operator in accordance with Product Procedure N7.3.1(g) (Overlay Service Rules Requirements), its OS Rules are consistent with the NPP Core Clearing and Settlement Rules and otherwise comply with, and will remain compliant with the requirements set out in Product Rule N3.7(e).
- (g) Each Overlay Service Provider acknowledges that the Scheme Documentation establish procedures and arrangements, which are additional to the NPP Core Clearing and Settlement Rules, for the effective and efficient resolution of a range of issues ancillary to the clearing and settlement of BSCTs between NPP Participants. To the extent that those procedures and arrangements could apply to OS Payments, each Overlay Service Provider agrees to give due consideration to them, and to utilize them as much as possible, whether by incorporation by reference or by inclusion with appropriate modification in its OS Rules.

- (h) Each Overlay Service Provider indemnifies and holds the Scheme Operator harmless against all direct losses, damages, liabilities, claims and expenses (including legal costs) (“Loss”) brought against or incurred by the Scheme Operator arising from or in connection with a breach of the Scheme Documentation by the Overlay Service Provider or negligence of the Overlay Service Provider in connection with the performance of its obligations under the Scheme Documentation, however such Losses arise, provided that:
- (i) if the Scheme Operator seeks to recover any amount under this indemnity, it must provide the Overlay Service Provider with written evidence of the amounts that are claimed;
  - (ii) the Scheme Operator must use commercially reasonable efforts to mitigate its Loss in relation to any claim, and the Overlay Service Provider’s liability under this indemnity will be reduced to the extent that the Scheme Operator has failed to do so;
  - (iii) the Overlay Service Provider will have no liability for any special, incidental, indirect or consequential damages of any kind, including damages relating to lost profits or revenue, however caused in connection with the Scheme Documentation; and
  - (iv) the maximum aggregate liability of each Overlay Service Provider for all Losses claimed by the Scheme Operator under this Product Rule N3.7(h) is limited to \$5,000,000.
- (i) Any dispute between an Overlay Service Provider and the Scheme Operator as to the entitlement of the Scheme Operator to make a claim under this indemnity, the quantum of a claim or the performance by the Scheme Operator of its duty to mitigate its loss, or the adequacy of its efforts to do so, may be referred by either party for dispute resolution under Scheme Rule 19 (Disputes).

### **N3.8. Compliance Framework**

- (a) The Scheme Documentation establishes the standards and requirements that apply, as conditions of participation in the NPP Scheme and connection to Scheme Infrastructure. Particular requirements which are fundamental to Scheme Integrity may be designated to be Compliance Requirements for the purposes of Scheme Rule 11.2 (Compliance Framework). Failure to comply with a Compliance Requirement adversely affects the integrity and reputation of the Scheme Operator and other parties and undermines Scheme Integrity and overall performance of the NPP Scheme. To procure compliance with Compliance Requirements by NPP Participants and Connected Institutions, the ICCC may, in accordance with Scheme Rule 11.2 (Compliance Framework), levy a Non-Compliance Charge against an NPP Participant or Connected Institution if the NPP Participant or Connected Institution is determined to have breached, or to be in breach of, a Compliance Requirement on or after the commencement date of the Compliance Requirement.
- (b) For the purpose of Scheme Rule 11.2 (Compliance Framework), this Product Rule N3.8 establishes a framework for:
- (i) designating specific requirements as Compliance Requirements;
  - (ii) determining the commencement date for a Compliance Requirement; and
  - (iii) assessment and application of Non-Compliance Charges.
- (c) In addition to Scheme Rule 11.2(c) (Compliance Framework), the Board may designate a current or prospective requirement of the Scheme Documentation as a Compliance Requirement if:
- (i) the Board considers the requirement subject of the proposed designation to be:
    - A. reasonably fundamental to the Scheme Integrity of the NPP system as a whole, in which case the requirement may be designated as a Category A requirement; or

- B. designed to ensure the resilience, availability or operational performance of an NPP Participant or Connected Institution, in which case the requirement may be designated as a Category B requirement; and
- (ii) the Chief Executive Officer recommends the designation and categorisation.

In making a designation decision the Board may have regard to the Management Committee's recommendation of the proposed designation and categorisation, and the findings of any Compliance Impact Assessment provided by the NPP Product + Rules Committee.

- (d) For the purpose of Scheme Rule 11.2(e) (Compliance Framework), the Board must determine a commencement date for each designated Compliance Requirement in accordance with Scheme Rule 11.2 (Compliance Framework) and this Product Rule N3.8(d). In making its determination, the Board must have regard to the recommendation of the Chief Executive Officer. The commencement date for a new Compliance Requirement should not be earlier than the date which is two years from the date of designation. Where a Compliance Requirement relates to proposed changes to the Scheme Documentation which have not taken effect at the time of designation under this Product Rule N3.8, the commencement date may be the scheduled effective date for the proposed changes, or a later date as the Board may determine in its absolute discretion.
- (e) For the purpose of Scheme Rule 11.2(d)(ii) (Compliance Framework), publication to the NPP Portal will satisfy the requirement for written notice to be provided in respect of the designation of, or changes to, Compliance Requirements.
- (f) In accordance with Scheme Rule 11.2(k) (Compliance Framework), any Non-Compliance Charge determined by the ICCC is to be calculated by reference to the following criteria and schedule. Any multiplier is to be applied to the base charge. For the avoidance of doubt:
  - (i) where an NPP Participant is determined to have breached a Compliance Requirement, including as a result of the conduct, act or omission of one or more of the Identified Institutions for whom it acts as Representative (**Responsible Identified Institution**):
    - A. it will be the subject of a single determination in respect of that Compliance Requirement and be liable to pay a single Non-Compliance Charge regardless of the number of Responsible Identified Institutions that contributed to the breach; and
    - B. the multiplier to be applied will depend on whether the Responsible Identified Institution/s are notionally classified as High Band Participants, Medium Band Participants or Low Band Participants. Regardless of the banding of the NPP Participant, the applicable multiplier will be that which applies to the Responsible Identified Institution in the highest notional governance band. The ICCC will have regard to publicly available information and financial information provided by the Identified Institution via the NPP Participant that acts as Representative for the relevant Identified Institution to determine which band applies;
  - (ii) where an NPP Participant or Connected Institution is determined to have breached a Compliance Requirement, including as a result of the conduct, act or omission of one or more of its Eligible Subsidiaries, each of those breaches is deemed to be a breach by the NPP Participant or Connected Institution; and
  - (iii) where compliance with a Compliance Requirement is measured on:
    - A. a monthly basis (for example, compliance with service availability standards), the ICCC may make a determination in respect of each month during which the NPP Participant or Connected Institution is determined to be in breach of the Compliance Requirement;

- B. a per NPP Payment basis (for example, compliance with the obligation to ensure any IVTS Payment includes “sctxbrdr” in the header of the Clearing Request), the ICCC may make one determination in respect of each referral regardless of the number of NPP Payments sent in breach of the Compliance Requirement; and
  - C. any other basis (for example, compliance with one particular NPP Security Framework requirement), the ICCC may make one determination in relation to that requirement.
- (iv) where it has been determined by the ICCC that a Medium or Low Band NPP Participant has breached the Eligible Payments Compliance Requirement (NPP Product Rule N6.1(b)(vi)), a Multiplier will not be applied to the base Non-Compliance Charge.

<b>CATEGORY A – Integrity Requirements</b>	<b>Non-Compliance Charge (Base)</b>
First determination of breach of Compliance Requirement	
Second determination of breach of same Compliance Requirement in a 12-month period after notification of first determination	
Third determination of breach of same Compliance Requirement in a 12-month period after notification of first determination	
Fourth determination of breach of same Compliance Requirement in a 12-month period after notification of first determination	
Five or more determinations of breach of same Compliance Requirement in a 12-month period after notification of first determination	
Each subsequent determination of breach of same Compliance Requirement where breach persists for more than 12 months after the notification of first determination	
<b>CATEGORY B – Operational Performance, Availability and Resilience</b>	
First determination of breach of Compliance Requirement	
Second determination of breach of same Compliance Requirement in a 12-month period after notification of first determination	
Third determination of breach of same Compliance Requirement in a 12-month period after notification of first determination	
Fourth determination of breach of same Compliance Requirement in a 12-month period after notification of first determination	
Five or more determinations of breach of same Compliance Requirement in a 12-month period after notification of first determination	

CATEGORY A – Integrity Requirements	Non-Compliance Charge (Base)
Each subsequent determination of breach of same Compliance Requirement where breach persists for more than 12 months after the notification of first determination	
Multipliers	
Multiplier where the NPP Participant is a High Band Participant	
Multiplier where the NPP Participant is a Medium Band Participant	
Multiplier where the NPP Participant is a Low Band Participant	
Multiplier for Connected Institution	
Multiplier where the NPP Participant’s breach of a Compliance Requirement is attributable to the conduct, act or omission of its Responsible Identified Institution who is notionally classified as falling within the High Band Participant governance band	
Multiplier where the NPP Participant’s breach of a Compliance Requirement is attributable to the conduct, act or omission of its Responsible Identified Institution who is notionally classified as falling within the Medium Band Participant governance band	
Multiplier where the NPP Participant’s breach of a Compliance Requirement is attributable to the conduct, act or omission of its Responsible Identified Institution who is notionally classified as falling within the Low Band Participant governance band	

- (g) An NPP Participant or Connected Institution that is subject to a determination made by the ICCC in relation to non-compliance with a Compliance Requirement and/or the application of Non-Compliance Charges under Scheme Rule 11.2 (Compliance Framework) may dispute the determination by giving notice of a Dispute under Scheme Rule 19 (Disputes) within three months of the determination. A determination which involves multiple instances of non-compliance arising out of the same Compliance Requirement, may be subject to a single Dispute Notice (and Dispute Resolution Fee). Where the Dispute is determined in favour of the NPP Participant or Connected Institution and any Non-Compliance Charge that has been paid by the NPP Participant or Connected Institution is determined to be refundable (either in whole or in part) to the NPP Participant or Connected Institution, the refundable amount may be set off by the Scheme Operator against actual or future Scheme Fees owed by that party to the Scheme Operator if agreed by the parties.
- (h) Deidentified details of Compliance Requirement breach determinations made by the ICCC will be published by the Scheme Operator on the NPP Portal and the Scheme Operator website.

### N3.9. End Point Security Testing Protocol

Each NPP Participant and Connected Institution must:

- (a) comply (and must use reasonable endeavours to procure that any Identified Institution for whom it acts as a Representative, complies) with the End Point Security Assessment Protocol; and
- (b) provide, as part of its Annual Compliance Attestation, an attestation, given by a senior officer, of its (and, in the case of each Identified Institution for whom it acts as Representative, that Identified Institutions') compliance with its obligations under the End Point Security Assessment Protocol and provide details of any identified non-compliance, proposed or executed remediation actions, and remediation timeframes.

**Note:**

*This protocol applies in respect of the Addressing Service (see Product Rule N8), MMS (see Product Rule N17) and CoP Service (see Product Rule N18).*

## N4. PARTICIPATION

### N4.1. Principles of Access to the NPP Basic Infrastructure

- (a) The NPP Basic Infrastructure has been established by the Scheme Operator, as a utility payments platform to facilitate on a 24x7 basis near real-time clearing and settlement of NPP Payments.
- (b) In accordance with the Scheme Documentation:
  - (i) NPP Participants will be entitled to access to the NPP Basic Infrastructure and / or (subject to authorisation of the RBA) to access the FSS, for the purposes of clearing and/or settling NPP Payments between them;
  - (ii) Connected Institutions will be entitled to access the NPP Basic Infrastructure for the purposes of sending and receiving Non-Value Messages; and
  - (iii) Overlay Service Providers will be entitled to provide approved Overlay Services to OS Subscribers via the NPP Basic Infrastructure.
- (c) The Membership Criteria have been established to facilitate fair and equitable access.

### N4.2. Membership Criteria – all NPP Participants

To be an NPP Participant a person must:

- (a) be the RBA or an ADI or, in the case of a person who wishes to be a Settlement Participant, be a body corporate, which carries on business at or through a permanent establishment in Australia;
- (b) be able to comply with any applicable laws and all the provisions of the Scheme Documentation that are expressed to apply to that NPP Participant in the capacity in which it proposes to participate in the NPP Scheme;
- (c) agree to pay all fees, costs, charges and expenses which may be levied on, or which are to be reimbursed by, NPP Participants in accordance with the AP+ Scheme Rules and Product Rules;
- (d) agree that on becoming an NPP Participant, the Scheme Documentation will constitute a deed between them and:
  - (i) the Scheme Operator; and
  - (ii) each current and future Member,as further contemplated by Scheme Rule 1.3 (Binding nature of the Scheme Documentation);
- (e) agree to act in good faith in the exercise of its rights and performance of its obligations under the Scheme Documentation;
- (f) demonstrate, to the reasonable satisfaction of the Scheme Operator that its business practices and operations will be sound and secure and will not adversely affect Scheme Integrity; and
- (g) be solvent (within the meaning given to that term in the Corporations Act) and otherwise able to meet the financial and other obligations imposed on NPP Participants by the Scheme Documentation.

### **N4.3. Membership Criteria – Full Participants**

To be a Full Participant a person must comply with the requirements of Product Rule N4.2 and additionally:

- (a) be or become a SWIFT User or Domestic SWIFT User, and a BIC8 Holder;
- (b) enter into a Provisioning Agreement with the Scheme Operator;
- (c) enter into a Network Agreement with at least two Vendor Network Partners;
- (d) complete the On-Boarding Process with SWIFT;
- (e) comply with Connectivity Requirements set out in the Product Procedures; and
- (f) be authorised by the RBA to use the FSS.

### **N4.4. Membership Criteria – Clearing Participants**

To be a Clearing Participant a person must comply with the requirements of Product Rule N4.2 and additionally:

- (a) comply with all of the requirements set out in Product Rule N4.3(a) to N4.3(e); and
- (b) enter into a proprietary arrangement with an NPP Participant to ensure that its NPP Payments are settled in accordance with Product Rule N7.

### **N4.5. Membership Criteria – Settlement Participants**

To be a Settlement Participant a person must comply with the requirements of Product Rule N4.2 and additionally be authorised by the RBA to use the FSS. For the avoidance of doubt, a Settlement Participant is not required to be an ADI.

### **N4.6. Membership Criteria – Connected Institutions**

To be a Connected Institution a person must:

- (a) be a body corporate which either carries on business at or through a permanent establishment in Australia or which has appointed an agent in Australia to receive notices and act on its behalf;
- (b) be able to comply with any applicable laws and the Scheme Documentation;
- (c) agree to pay all fees, costs, charges and expenses which may be levied on, or which are to be reimbursed by, Connected Institutions in accordance with the AP+ Scheme Rules and Product Rules;
- (d) agree that on becoming a Connected Institution, the Scheme Documentation will constitute a deed between them and:
  - (i) Scheme Operator; and
  - (ii) each current and future Member;
- (e) agree to act in good faith in the exercise of its rights and performance of its obligations under the Scheme Documentation;

- (f) demonstrate, to the reasonable satisfaction of the Scheme Operator that its business practices and operations will be sound and secure and will not adversely affect Scheme Integrity;
- (g) be solvent (within the meaning given to that term in the Corporations Act) and otherwise able to meet the financial obligations imposed on Connected Institutions by the Scheme Documentation; and
- (h) satisfy each of the requirements set out in Product Rules N4.3(a) to N4.3(e).

## **N4.7. Application to become an NPP Participant or Connected Institution**

- (a) The Application for Membership process for prospective NPP Participants and Connected Institutions is a two-part process designed to establish that an Applicant:
  - (i) satisfies the applicable Initial Eligibility Requirements; and
  - (ii) satisfies the applicable Admission Eligibility Requirements.
- (b) **Initial Eligibility Requirements:** Part 1 of the process to assess an Application for Membership to become an NPP Participant or Connected Institution commences on the date of receipt by the Scheme Operator of a valid and completed Application for Membership. Each such Application for Membership must be addressed to the Secretary of the Scheme Operator and must be substantially in the form of the Application for Membership – NPP Participants and Connected Institutions or such other form that the Scheme Operator may approve from time to time. Applicants must:
  - (i) comply with all the conditions of application as are specified in the AP+ Scheme Rules and these Product Rules;
  - (ii) provide sufficient information to demonstrate that the Applicant satisfies the applicable Initial Eligibility Requirements;
  - (iii) promptly supply any other information which the Scheme Operator may reasonably require for the purpose of determining whether the Applicant satisfies the Initial Eligibility Requirements; and
  - (iv) pay the Application Fee to the Scheme Operator, and in the case of a prospective Connected Institution, pay the Certification Fee, at the time of submission of the Application for Membership.
- (c) All Applications for Membership submitted under this Product Rule N4.7 and received by the Secretary will be considered by the ICCC, which shall accept, on a preliminary basis, each Applicant which it reasonably determines satisfies the Initial Eligibility Requirements.
- (d) Following receipt of the Application for Membership submitted under this Product Rule N4.7, the Secretary will notify the Applicant in writing:
  - (i) of the ICCC's determination under Product Rule N4.7(c); and
  - (ii) if the ICCC determines that an Applicant does not satisfy the Initial Eligibility Requirements, of the reasons for its determination and the review procedure available pursuant to Product Rule N4.7(i).
- (e) **Participation requirements and provisioning NPP Componentry:** An Applicant that is a prospective Full Participant, Clearing Participant, Settlement Participant or Connected Institution that has been notified that it satisfies the Initial Eligibility Requirements, must in order to progress its Application for Membership, (to the extent it has not already done so):

- (i) pay the NPP Participation Fee;
  - (ii) enter into a Provisioning Agreement (not applicable to Applicants who propose to become Settlement Participants);
  - (iii) submit an Order for the Prescribed Minimum amount of NPP Componentry (not applicable to Applicants who propose to become Settlement Participants); and
  - (iv) engage on a proprietary basis with the RBA, SWIFT and Vendor Network Partners as applicable to establish the arrangements which comprise the Admission Eligibility Requirements.
- (f) **Admission Eligibility Requirements:** In order to complete its Application for Membership submitted under this Product Rule N4.7, an Applicant must:
- (i) submit a written notice addressed to the Secretary which provides sufficient information to demonstrate that it satisfies all applicable Membership Criteria; and
  - (ii) promptly supply any other information or document which the Scheme Operator may reasonably require for the purposes of determining whether the Applicant satisfies the Membership Criteria.
- (g) Information and documents provided by an Applicant under Product Rule N4.7(f) by way of completion of its Application for Membership will be considered by the ICCC, which shall accept, subject to any conditions which it considers reasonably appropriate, each Applicant which it reasonably determines satisfies the applicable Membership Criteria.
- (h) Within five Business Days of the ICCC's consideration of information and documents provided to complete an Application for Membership submitted under this Product Rule N4.7 and its determination under Product Rule N4.7(g), the Secretary must promptly notify the Applicant in writing:
- (i) of the ICCC's determination under Product Rule N4.7(g), in addition to;
    - A. any conditions of acceptance imposed by the ICCC; and
    - B. the Participation Change Date on which the new NPP Participant or Connected Institution will commence participation or become connected; or
  - (ii) if the ICCC determines under Product Rule N4.7(g) that an Applicant does not satisfy the Membership Criteria, of the reasons for its determination and provide details of the review procedure available under Product Rule N4.7(i).
- (i) If the ICCC determines that an Application for Membership does not comply with the AP+ Scheme Rules or Product Rules or that an Applicant has not satisfied any of the applicable Membership Criteria, the Secretary must notify the Applicant in writing and provide reasons for its determination. Any such Applicant is entitled:
- (i) within 3 months to request that the ICCC review the Application for Membership (or relevant part) and its determination; or
  - (ii) at any time to lodge a fresh Application for Membership (or relevant part) in accordance with the AP+ Scheme Rules and Product Rules but will not be required to pay a second Certification Fee or NPP Participation Fee (as applicable).
- (j) The notification provided by the Scheme Operator under Scheme Rule 3.3(a)(ii) (Determinations of Applications for Membership) to all NPP Participants, Overlay Service Providers and Connected Institutions will include the Participation Change Date on which the new NPP Participant or Connected Institution will commence participation or become connected.

## **N4.8. Membership Criteria – Overlay Service Providers**

To be eligible to be an Overlay Service Provider a person must:

- (a) be a body corporate which carries on business at or through a permanent establishment in Australia or which has appointed an agent in Australia to receive notices on its behalf and act as its representative;
- (b) propose to provide, and be capable of providing, an Overlay Service;
- (c) if the Overlay Service Provider proposes to be a Connected Institution:
  - (i) be able to satisfy all of the eligibility criteria for Connected Institutions set out in Product Rule N4.6; and
  - (ii) be able to comply with all of the requirements for establishing connectivity to the NPP Basic Infrastructure, set out in Product Rule N5 and the Product Procedures;
- (d) be able to comply with any applicable laws and the Scheme Documentation, including without limitation, any certification requirements (if applicable);
- (e) agree to pay all fees, costs, charges and expenses which may be levied on, or which are to be reimbursed by, Overlay Service Providers and, if applicable, Connected Institutions, in accordance with the Scheme Documentation or these Product Rules;
- (f) agree that on acceptance of its Application, the Scheme Documentation will constitute a deed between them and:
  - (i) Scheme Operator; and
  - (ii) each current and future Member;
- (g) agree to act in good faith in the exercise of its rights and performance of its obligations under the Scheme Documentation;
- (h) demonstrate, to the reasonable satisfaction of the Scheme Operator that its business practices and operations, will be sound and secure, and will not adversely affect Scheme Integrity; and
- (i) be solvent (within the meaning given to that term in the Corporations Act) and provide evidence that it has the requisite financial standing to perform all of the obligations imposed on Overlay Service Providers under the Scheme Documentation.

## **N4.9. Application to be an Overlay Service Provider**

- (a) A person who satisfies the applicable Membership Criteria may apply in writing to become an Overlay Service Provider. Applications for Membership to become an Overlay Service Provider must be in the prescribed form. Such an Applicant must:
  - (i) comply with all the conditions of application specified in the AP+ Scheme Rules and Product Rules;
  - (ii) provide sufficient information to demonstrate that the Applicant satisfies the requirements contained in Product Rule N4.8;
  - (iii) subject to execution by the Scheme Operator and the Applicant of a confidentiality undertaking, provide to the Scheme Operator:

- A. a technical specification for the proposed Overlay Service, including details of any Minor Change or Major Change which the Applicant considers necessary to support the Overlay Service;
  - B. a draft Project Plan for testing and implementing the Minor Change or Major Change if the Application for Membership is approved; and
  - C. a copy of the draft OS Rules for the Overlay Service;
- (iv) promptly supply any other information which the Scheme Operator may reasonably require; and
  - (v) pay the OSP Application Fee to the Scheme Operator at the time of submission of the Application for Membership.
- (b) Applications for Membership submitted under this Product Rule N4.9 received by the Scheme Operator will be considered by the ICCC, and the ICCC shall accept such an Application for Membership which it reasonably determines satisfies the Membership Criteria and which complies with the conditions specified in these Product Rules.
- (c) If the ICCC determines that an Application for Membership submitted under this Product Rule N4.9 does not comply with the AP+ Scheme Rules or the Product Rules, the Secretary must promptly notify the Applicant of its decision and the reasons for its decision in writing. The Applicant is entitled:
- (i) within 3 months to request that the ICCC review the decision; or
  - (ii) at any time to lodge a fresh Application for Membership in accordance with the Product Rules.
- (d) If an Application for Membership submitted under this Product Rule N4.9 is accepted, the Scheme Operator must promptly notify the Applicant in writing:
- (i) that the Application for Membership is accepted;
  - (ii) of the ICCC's determination under Product Rule N4.11;
  - (iii) of the Implementation Date and the Overlay Service Commencement Date, determined by the Scheme Operator in accordance with Product Rule N4.12;
  - (iv) if the Overlay Service is determined to be either a Level 2 Overlay Service or a Level 3 Overlay Service, of the ICCC's estimate of the Scheme Operator's costs and charges of implementing and testing the NPP Basic Infrastructure or Interface Connection modifications necessary to support the Overlay Service; and
  - (v) if the Overlay Service is determined to be a Level 2 or Level 3 Overlay Service, of:
    - A. the additional terms and conditions of acceptance of the Applicant's Application for Membership, including the date/s for payment of the costs and charges described in Product Rule N4.9(d)(iv), which, subject to the Applicant's acceptance, will bind the Applicant as if set out in these Product Rules; and
    - B. the date for acceptance of the additional terms and conditions. If the Applicant does not provide written notice of acceptance of all of the additional terms and conditions by the date specified by the Scheme Operator in its notice, the Application for Membership will be deemed to have been withdrawn by the Applicant and Scheme Rule 7.2(d) (Scheme Fees) will apply in relation to any OSP Application Fee.

- (e) An Applicant whose Application for Membership is deemed to have been withdrawn in accordance with Product Rule N4.9(d)(v)B may submit a new Application for Membership following the deemed withdrawal.

#### **N4.10. New Overlay Services**

- (a) An Overlay Service Provider which proposes to provide a new Overlay Service may apply to commence provision of that Overlay Service to OS Subscribers by submitting an application which satisfies the requirements set out in Product Rule N4.9(a).
- (b) The provisions of Product Rule N4.9 apply to an application made in respect of a new Overlay Service by an existing Overlay Service Provider as if each reference to “Application for Membership” in Product Rule N4.9 were a reference to an application made under Product Rule N4.10(a).

#### **N4.11. Overlay Service Assessment**

The ICCC will arrange for a technical assessment of the information provided under Product Rule N4.9(a)(iii) to determine whether a proposed Overlay Service is either a Level 1 Overlay Service, a Level 2 Overlay Service or a Level 3 Overlay Service.

#### **N4.12. Implementation Date and Overlay Service Commencement Date**

- (a) The Board will determine the Implementation Date and an estimated Overlay Service Commencement Date, in relation to each new Overlay Service Provider and each new Overlay Service in accordance with the principles of efficiency, such that Overlay Services with similar requirements of the NPP Basic Infrastructure will be scheduled for implementation at or around the same time, and fairness, such that priority will be given to applications in the order in which they are received, and with due consideration of the greater time required to implement more complex changes. Indicatively:
  - (i) the Implementation Date is the date which is five (5) Business Days following:
    - A. in the case of a Level 1 Overlay Service or a Level 2 Overlay Service, the acceptance by the ICCC of the Application for Membership submitted by the Overlay Service Provider; or
    - B. in the case of a Level 3 Overlay Service, the acceptance by the Overlay Service Provider of the Scheme Operator’s additional terms and conditions of acceptance pursuant to Product Rule N4.9(d)(v)B; and
  - (ii) the Overlay Service Commencement Date for an approved Level 1 Overlay Service will be the date of the next scheduled NPP Business Reference Data Tables update following the Implementation Date;
  - (iii) the Overlay Service Commencement Date for an approved Level 2 Overlay Service will be no earlier than the next scheduled NPP Business Reference Data Tables update following the Implementation Date, subject to completion of testing by the Scheme Operator of all necessary NPP Basic Infrastructure or Interface Connection systems development or modification required to support that Overlay Service; and
  - (iv) the Overlay Service Commencement Date for an approved Level 3 Overlay Service will be the date which the Board determines in good faith as appropriate having regard to the scope of

NPP Basic Infrastructure or Interface Connection systems development or modification required to support that Overlay Service.

- (b) The Board may reasonably vary any date determined under Product Rule N4.12(a) by notice in writing to the Overlay Service Provider.

## **N4.13. Overlay Service Implementation Process**

- (a) **Project Planning, Testing and Certification:** following acceptance of its Application for Membership, but prior to the Implementation Date, the Overlay Service Provider will submit to the Scheme Operator:
  - (i) in the case of a Level 1 Overlay Service Provider, evidence that it has obtained any applicable certification; and
  - (ii) in the case of either a Level 2 Overlay Service or a Level 3 Overlay Service, a draft Project Plan detailing specifications and reasonable timeframes for the NPP Basic Infrastructure or Interface Connection modifications requested, test planning, testing, certification of, and all other milestones up to and including the Overlay Service Commencement Date for, the Overlay Service for the Scheme Operator approval.
- (b) The Scheme Operator may determine to approve a draft Project Plan submitted under Product Rule N4.13(a)(ii) in its discretion.
- (c) The Scheme Operator will use reasonable endeavours to support the implementation of a Project Plan approved under Product Rule N4.13(b), but will not be liable to the Overlay Service Provider or any other person for failure to do so.
- (d) Each Overlay Service Provider acknowledges that it bears sole risk and responsibility in relation to the adequacy and performance of any requested Minor Change or Major Change and that the Scheme Operator makes no representation or warranty in relation to the adequacy or performance of the Overlay Service on the basis of such Minor Change or Major Change.
- (e) Each Overlay Service Provider acknowledges and agrees that all Intellectual Property Rights in the NPP Basic Infrastructure, and in any modification made to the NPP Basic Infrastructure pursuant to a Minor Change or Major Change requested by an Overlay Service Provider, including in materials developed by or on behalf of the Scheme Operator in contemplation of such requested change, vest in the Scheme Operator.
- (f) The Scheme Operator acknowledges and agrees that all Intellectual Property Rights associated with each Overlay Service (other than Intellectual Property Rights in the NPP Basic Infrastructure itself) including in materials developed by or on behalf of the Overlay Service Provider vest in the relevant Overlay Service Provider.
- (g) The Scheme Operator will grant to each Overlay Service Provider a non-exclusive, royalty-free licence for the term of the Overlay Service Provider's participation under these Product Rules, to use and sub-license to its subcontractors such of the Scheme Operator's Intellectual Property Rights as the Scheme Operator determines reasonably necessary to enable the Overlay Service Provider to provide the Overlay Service. This Product Rule N4.13(g) does not apply to the Trade Marks, the licensing of which is provided for in Scheme Rule 18 (Trade marks).

## N5. ADMISSION AND CONNECTION TO NPP BASIC INFRASTRUCTURE

### N5.1. Obligation to Comply with Ordering Process and Connect to NPP Basic Infrastructure

- (a) **Ordering NPP Componentry and Additional Components:** Each Full Participant, Clearing Participant and Connected Institution which has entered into a Provisioning Agreement is, for the term of that agreement, authorised by the Scheme Operator to access the NPP Ordering Portal for the purpose of preparing draft Orders for NPP Componentry, and for any Additional Components.
- (b) **Approval of Draft Orders:** Each Full Participant, Clearing Participant and Connected Institution acknowledges and agrees that:
  - (i) draft Orders must be approved by the Scheme Operator, such approval not to be unreasonably withheld, to be effective;
  - (ii) the Scheme Operator will have no obligation to approve an Order unless and until the applicable NPP Participation Fee or Additional Component Fee is fully paid, and where an Order relates to Services to be provided on an annual or recurring basis and for which annual or recurring fees are payable, any approval given to the Order will be deemed to apply only to Services for which prior payment has been made; and
  - (iii) subject to the Scheme Operator's consent and payment by the relevant Full Participant, Clearing Participant or Connected Institution of any break costs, additional costs or associated expenses, an Order may be varied or cancelled.
- (c) **Installation and Configuration of NPP Componentry and Interface Connection:** Each Full Participant, Clearing Participant and Connected Institution:
  - (i) must ensure that its NPP Componentry, any Additional Components, its Payments Connector and its Interface Connection is installed, configured and satisfactorily tested in accordance with the Product Procedures and the NPP Testing Protocol;
  - (ii) in the case of a Full Participant or a Clearing Participant, must subscribe to the NPP CUGs for basic services, being, the CUG for Basic Single Credit Transfers and from the compliance dates notified by the Scheme Operator, the CUGs for the Mandated Payments Service and IVTS Payments Service, and to the NPP CUG for any Overlay Service to which it has subscribed, or in relation to which it provides, or proposes to provide, services to OS Subscribers;
  - (iii) acknowledges that only NPP Componentry and Additional Components are authorised for use in connection with the NPP Basic Infrastructure;
  - (iv) acknowledges that the Scheme Operator may by written notice direct a Full Participant, Clearing Participant or Connected Institution to disconnect, decommission or discontinue use of any unauthorised hardware or software deployed in connection with the NPP Basic Infrastructure; and
  - (v) undertakes to comply with any direction given by the Scheme Operator under Product Rule N5.1(c)(iv) promptly following receipt of the written notice.
- (d) **Operation, Maintenance and Upgrades:** Each Full Participant, Clearing Participant and Connected Institution acknowledges and agrees that it must:

- (i) ensure that its NPP Componentry operates on a 24/7 basis, and its Back Office System is available and operates as prescribed by the Scheme Operator and in accordance with the Scheme Documentation;
  - (ii) comply with the Technology Maintenance Plan and the maintenance and upgrade procedures set out in Product Rule N15 and the Product Procedures Volume 11; and
  - (iii) monitor its network connectivity, and all NPP Componentry and Additional Components for system error or exception alerts and act promptly to execute effective command and control actions in accordance with the Product Procedures.
- (e) **FSS:** Each NPP Participant that is authorised by the RBA to use the FSS must:
- (i) comply with the RITS Regulations and FSS requirements prescribed by the RBA from time to time;
  - (ii) ensure that its FSS and related RITS arrangements are established, tested, maintained and operate in accordance with the Scheme Documentation and all FSS requirements;
  - (iii) manage its ESA to effect settlement of NPP Payments on a 24/7 basis; and
  - (iv) monitor its ESA, FSS messages, reports and alerts and apply intraday liquidity management tools and escalation procedures to effectively respond to and manage those messages, reports and alerts.
- (f) Each Full Participant and Settlement Participant must have an active ESA.

## **N5.2. NPP Business Reference Data Tables**

- (a) Each NPP Participant and Connected Institution must promptly provide NPP Business Reference Data to the Scheme Operator for itself and, in the case of any NPP Participant, for each Identified Institution for which it provides clearing, settlement, Alias registration, MMS, Confirmation of Payee Service access, or other NPP services as Representative and ensure that such data is kept up to date.
- (b) The Scheme Operator will notify an Overlay Service Provider of any change to the NPP Business Reference Data, proposed by an NPP Participant or Connected Institution, which relates to its Overlay Service. The Overlay Service Provider must promptly notify the Scheme Operator if it considers the proposed change to the data is incorrect or inaccurate. The Scheme Operator will liaise with the NPP Participant or Connected Institution and the Overlay Service Provider to determine how or whether the proposed change requires correction or clarification.

## **N5.3. Technical Requirements**

Each Full Participant, Clearing Participant and Connected Institution acknowledges and agrees that:

- (a) its NPP Componentry and Additional Components, including any upgrade from time to time, together with any relevant components of its Back Office System, must at all times be compliant with:
  - (i) the applicable minimum technical standards set out in (Connectivity and Technical Requirements), Product Procedure N2.38 (Connectivity Requirements and minimum technical standards);
  - (ii) the applicable security standards set out in the NPP Security Framework contained in (NPP Security Requirements), Product Procedure N2.39 (NPP Security requirements);

- (iii) the requirements set out in the NPP Participant Back Office Design Considerations; and
- (iv) the Manuals and the Participant Documentation;  
as prescribed and published by the Scheme Operator from time to time;
- (b) it must provide, as part of its Annual Compliance Attestation, an attestation, given by a senior information security officer, of its compliance with its obligations under the NPP Security Framework and provide details of any identified non-compliance, proposed or executed remediation actions and remediation timeframes; and
- (c) if it fails to comply with minimum technical standards the Scheme Operator may direct it to take corrective action and may operationally suspend the Full Participant, Clearing Participant or Connected Institution concerned pending implementation of such corrective action.

#### **N5.4. Obligation to Notify the Scheme Operator of Technical Defects, Malware and Security Breaches**

- (a) Each NPP Participant, Connected Institution and Overlay Service Provider must comply with the AP+ Scheme Rules and Product Procedures Volume 10 in relation to reporting and management of technical and security defects and, without limitation must:
  - (i) provide the names and business contact details of its NPP Operational Managers and NPP Incident Managers to the Scheme Operator for inclusion in the NPP Contacts Database and ensure those details are kept up to date; and
  - (ii) disclose its SWIFT User profile information (if applicable), or procure the disclosure of it by SWIFT, to the Scheme Operator and the RBA for purposes of giving effect to Incident management arrangements.
- (b) Each NPP Participant, Connected Institution and Overlay Service Provider's obligations under Scheme Rules 15.1(a)(i) and 15.1(a)(iii) (Incident management obligations) in respect of Incidents, also apply in respect of any data breach or other security breach in its Back Office System, Payments Connector, PAG or MQ Environment which could materially affect the Scheme Integrity (that is, the reference in Scheme Rules 15.1(a)(i) and 15.1(a)(iii) (Incident management obligations) to an Incident should also be taken to refer to any breach of the kind referred to in this Product Rule N5.4(b)).
- (c) In addition to the obligation to notify under Scheme Rule 15.1(a)(i) (Incident management obligations) and Product Rule N5.4(b), each NPP Participant, Connected Institution and Overlay Service Provider must provide full details of the source and extent of the Incident or breach, the remediation actions it has taken or that it proposes to take, and promptly provide any other information which the Scheme Operator may reasonably request in response.

#### **N5.5. Technical Support and Problem Management**

- (a) The Scheme Operator will procure, for the benefit of each NPP Participant and each Connected Institution, unlimited 24/7 multi-channel technical support services from SWIFT in relation to NPP Componentry and any Additional Components and an annual health check of its production environment to identify potential security, availability and performance risks.
- (b) Each NPP Participant and Connected Institution:
  - (i) must comply with the problem management and technical resolution procedures described in the Product Procedures Volume 10;

- (ii) must promptly implement all material corrective action required as a result of its annual health check; and
- (iii) acknowledges that the Scheme Operator may suspend the connection of an NPP Participant or Connected Institution to the NPP Basic Infrastructure pending implementation of all recommendations for corrective action.

## **N5.6. Management of NPP Basic Infrastructure and Unplanned Connection Outage Management**

Each NPP Participant, Connected Institution and Overlay Service Provider acknowledges and agrees that the Scheme Operator:

- (a) may temporarily suspend the connection of a Connected Institution, including an Overlay Service Provider that is a Connected Institution, to the NPP Basic Infrastructure or Mandate Management Service, such that the suspended Connected Institution may not send or receive Non-Value Messages, execute CoP Lookup Requests, or access its Mandates during the period of the suspension, if the Connected Institution suffers an Outage or if the Board otherwise determines that such suspension is reasonably necessary to protect Scheme Integrity;
- (b) may temporarily suspend the connection of an NPP Participant to the NPP Basic Infrastructure or Mandate Management Service, such that the suspended NPP Participant may not send or receive NPP Payments, including OS Payments, execute CoP Lookup Requests, or access its Mandates during the period of the suspension, if the NPP Participant suffers an Outage or if the Board otherwise determines that such suspension is reasonably necessary to protect Scheme Integrity;
- (c) may direct a suspended NPP Participant or Connected Institution to take corrective action to address the causes of an Outage;
- (d) may not reinstate a suspended NPP Participant or Connected Institution unless and until it is reasonably satisfied that the causes of the Outage or the circumstances giving rise to suspension have been rectified;
- (e) will promptly notify the RBA, SWIFT and all NPP Participants, Connected Institutions and Overlay Service Providers of any temporary suspension and reinstatement effected pursuant this Product Rule N5.6;
- (f) makes no representation or warranty under the AP+ Scheme Rules or these Product Rules to any NPP Participant, Connected Institution or Overlay Service Provider in relation to the availability of the NPP Basic Infrastructure or Mandate Management Service, connectivity to the NPP Basic Infrastructure or Mandate Management Service or connection service levels; and
- (g) is not liable under the AP+ Scheme Rules or these Product Rules to any NPP Participant, Connected Institution, Overlay Service Provider or any other person for any loss, costs or expenses suffered or claims arising in relation to any disruption to connectivity to the NPP Basic Infrastructure or Mandate Management Service.

## **N5.7. NPP Closed User Group Management**

- (a) Each NPP Participant, Connected Institution and Overlay Service Provider acknowledges that:

- (i) the Scheme Operator is the administrator of the NPP Closed User Groups, is responsible for the management of the NPP Closed User Groups and may establish new NPP Closed User Groups and disable NPP Closed User Groups as it determines reasonably necessary;
  - (ii) in the event of suspension or termination of any NPP Participant or Connected Institution pursuant to the AP+ Scheme Rules or these Product Rules, for whatever reason, the Scheme Operator will take immediate steps to remove that NPP Participant or Connected Institution from each NPP Closed User Group of which it is a member;
  - (iii) in the event of suspension or termination of any Overlay Service Provider pursuant to the AP+ Scheme Rules or these Product Rules, for whatever reason, the Scheme Operator will take immediate steps to disable the NPP Closed User Group referable to that Overlay Service, such that OS Payments between members of that NPP Closed User Group may not be sent or received; and
  - (iv) the Scheme Operator may reinstate an NPP Closed User Group, or a suspended user to an NPP Closed User Group, if it is reasonably satisfied that the reasons for the suspension of the NPP Participant, Connected Institution or Overlay Service Provider (as relevant) have been rectified.
- (b) The Secretary must promptly notify the RBA, SWIFT and all NPP Participants, Connected Institutions and Overlay Service Providers and any affected Scheme Service Provider of action taken by the Scheme Operator to disable or reinstate any NPP Closed User Group or to suspend or reinstate any member of an NPP Closed User Group.

## N6. NPP PAYMENTS CLEARING

### N6.1. Eligible Payments

- (a) Only Full Participants and Clearing Participants are authorised to clear NPP Payments using the NPP Basic Infrastructure.
- (b) The Payer Participant must ensure that each NPP Payment:
  - (i) is denominated in AUD;
  - (ii) originates from, and is destined for, an Australian domiciled Account;
  - (iii) is formatted and constructed in accordance with the NPP Message format and NPP Message Usage Guidelines;
  - (iv) includes a Transaction ID and, if it relates to a Payment Initiation Request, includes the same Instruction ID as specified in the Payment Initiation Request;
  - (v) if it is an OS Payment, includes the applicable Overlay Service Identifier in the header of the Clearing Request; and
  - (vi) if it is an IVTS Payment, includes 'sctxbrdr' in the header of the Clearing Request.

**Note:**

*Any NPP Payment that relates to an IVTS is an 'IVTS Payment'. IVTS Payments must be formatted, populated and sent in accordance with the IVTS Payments Service rules set out in the Product Procedures. For the avoidance of doubt, Payer Participants must not send 'uncoded' (that is, with no IVTS back office ID /code) BSCTs or OS Payments in relation to IVTSs.*

- (c) Each NPP Participant acknowledges and agrees that:
  - (i) a Payer Participant must not submit a BSCT Clearing Request with a zero value amount; and
  - (ii) a Payee Participant is obliged to reject any BSCT Clearing Request, and must not submit an NPP Payment Return, with a zero value.
- (d) Each NPP Participant:
  - (i) acknowledges that it is responsible for:
    - A. its compliance; and
    - B. satisfying itself that each Identified Institution to which it provides NPP Payments clearing and / or settlement services as a Representative has a framework in place for ensuring compliance,
 

with all relevant regulatory requirements arising from the Australian Sanctions Regime in relation to NPP Payments and Non-Value Messages;
  - (ii) must have a Sanctions Compliance Framework applicable to NPP Payments and Non-Value Messages and must review that framework, at a minimum, on an annual basis;

- (iii) must provide as part of its Annual Compliance Attestation, an attestation, given by a senior officer with relevant responsibility for risk or compliance, such as the head of risk or head of compliance, to the effect that:
  - A. the Sanctions Compliance Framework is in operation and has been reviewed within the preceding 12 months;
  - B. the NPP Participant is effectively implementing the requirements of its Sanctions Compliance Framework; and
  - C. the NPP Participant, and each of the Identified Institutions for whom it acts as a Representative, is implementing a Daily Customer Screening process;
- (iv) acknowledges that it is responsible for:
  - A. its compliance; and
  - B. satisfying itself that each Identified Institution to which it provides NPP Payments clearing and / or settlement services as Representative has a framework in place for ensuring compliance,
 

with all regulatory requirements arising from the Australian AML/CTF Regime in relation to NPP Payments and Non-Value Messages;
- (v) must have a KYC Due Diligence Framework applicable to users of NPP Payments and review this at a minimum on an annual basis;
- (vi) must provide as part of its Annual Compliance Attestation, an annual attestation, given by a senior officer with relevant responsibility for risk or compliance, such as the head of risk or head of compliance, to the effect that:
  - A. the KYC Due Diligence Framework is in operation and has been reviewed within the preceding 12 months;
  - B. the NPP Participant is effectively implementing the requirements of its KYC Due Diligence Framework; and
  - C. the NPP Participant, and each of its Identified Institutions, is implementing a Daily Customer Screening process.
- (e) The Scheme Operator will maintain a register of all attestations given under Product Rules N6.1(d)(iii) and N6.1(d)(vi), and will make this register available to all NPP Participants.
- (f) An NPP Participant whose attestations given under Product Rules N6.1(d)(iii) and N6.1(d)(vi) indicate that it, or any of its Identified Institutions, does not perform Daily Customer Screening, as an element of its Sanctions Compliance Framework or KYC Due Diligence Framework shall not be considered to be in Material Breach of the AP+ Scheme Rules or Product Rules.

## **N6.2. Irrevocability**

- (a) The Payer Participant may not cancel or recall a Clearing Request once the message is input into the Payer Participant's PAG.
- (b) An NPP Payment is deemed to be cleared at the point of the receipt by the Payer Participant of a Clearing Notification, initiated by the Payee Participant, with a status code indicating acceptance ("Cleared").

- (c) The Payer Participant's PAG will automatically generate a Settlement Request for submission to the FSS in respect of each Cleared NPP Payment for settlement in accordance with Product Rule N7.
- (d) A Cleared NPP Payment is irrevocable when settled by the FSS. Settlement is confirmed by receipt by the Payer Participant and the Payee Participant of a Settlement Notification initiated by the FSS indicating successful settlement.
- (e) Each Payer Participant and Payee Participant acknowledges and agrees that a Cleared NPP Payment which is rejected by the FSS is deemed to be immediately void.
- (f) Each NPP Participant acknowledges and agrees that:
  - (i) nothing in the Scheme Documentation obliges the Payee Participant, or any Identified Institution for which it acts as a Representative, to apply a Cleared NPP Payment to an Account prior to settlement; and
  - (ii) in the event of receipt of a Settlement Notification indicating FSS rejection of a Cleared NPP Payment, the Payer Participant:
    - A. will not be liable to discharge any obligation to the Payee Participant or to the Payee in respect of that Cleared NPP Payment; and
    - B. is solely responsible for determining whether to Replay or Retry the Cleared NPP Payment.

### **N6.3. Payee Participant's Rights and Obligations**

Each Payee Participant acknowledges and agrees that:

- (a) it must respond to each Clearing Request within the configurable time out values prescribed by the Scheme Operator, by initiating either:
  - (i) a Clearing Notification indicating acceptance of the Clearing Request; or
  - (ii) a Clearing Notification indicating rejection of the Clearing Request, and include a valid and applicable Reason Code within the message; and
- (b) subject to the minimum Payee notification requirements for BSCTs set out in the Product Procedure N3.9 (Clearing), and the minimum requirements set out in the Osko Customer Experience Requirements and Guidelines, it may determine service level standards and operational procedures for the application of Cleared BSCTs to Accounts and Payee notifications on a proprietary basis.

### **N6.4. Duplicate Payments and other Payer Participant Processing Errors**

- (a) It is the responsibility of the Payer Participant to implement effective procedures to ensure that Duplicate Payments are not sent from its PAG, and to ensure that if a Duplicate Payment is identified during the Duplicate Detection Window, it is not submitted for settlement.
- (b) Each Payee Participant is required to implement an effective procedure to identify Duplicate Payments and Replays received during the Duplicate Detection Window, and respond to these as described in the Product Procedure N3.9.4 (Payee Participant responsibility for processing Clearing Requests).
- (c) Each Payer Participant acknowledges and agrees that:

- (i) while it may request return of a settled Duplicate Payment or other settled NPP Payment sent as a result of Payer Participant error pursuant to Product Rule N6.5(d), the return of any such settled payment is at the discretion of the Payee Participant; and
- (ii) it bears full liability to compensate the Payer for the value of any settled Duplicate Payment or other NPP Payment sent as a result of Payer Participant error.

## **N6.5. Mistaken Payments, Error Payments, Misdirected Payments and Duplicate Payments**

- (a) Mistaken Payments, Error Payments, Misdirected Payments and Duplicate Payments must be resolved in accordance with this Product Rule N6.5 along with the Product Procedures Volume 9 and not the procedure in Scheme Rule 19 (Disputes), unless a Payer Participant or Payee Participant alleges that the procedures in this Product Rule N6.5 and the Product Procedures Volume 9 are not being complied with.
- (b) **Mistaken Payments:** Where a Payer Participant determines that a settled NPP Payment is, or is likely to be, a Mistaken Payment:
  - (i) it must request return of that NPP Payment from the Payee Participant by initiating a Request for Payment Return within the timeframe specified in the Product Procedures Volume 9;
  - (ii) the Payee Participant must:
    - A. acknowledge the Request for Payment Return within the timeframe specified by the Product Procedures Volume 9;
    - B. use reasonable endeavours to assess and determine whether the NPP Payment subject of the NPP Payment Return is a Mistaken Payment;
    - C. advise the Payer Participant whether and when an NPP Payment Return will be effected, within the timeframe specified in the Product Procedures Volume 9; and
    - D. effect any necessary NPP Payment Return within the timeframe specified in the Product Procedures Volume 9; and
  - (iii) provided the Payee Participant has used reasonable endeavours to assess whether an NPP Payment is a Mistaken Payment before effecting an NPP Payment Return, the Payer Participant indemnifies and holds the Payee Participant harmless against any direct and indirect loss, damages, charges, expenses, fees or claim which the Payee Participant suffers or incurs as a result of the return of the Mistaken Payment, provided that:
    - A. the Payee Participant must provide the Payer Participant with written evidence of the amounts that are claimed; and
    - B. the Payee Participant must use commercially reasonable efforts to mitigate its loss, and the Payer Participant's liability under this indemnity will be reduced to the extent the Payee Participant has failed to do so.
  - (iv) If the Payee Participant fails to use reasonable endeavours to assess whether an NPP Payment is a Mistaken Payment before effecting an NPP Payment Return in relation to it, the Payer Participant is not liable to indemnify the Payee Participant under this Product Rule N6.5(b), and any direct or indirect loss, damages, charges, fees or claim which the Payee Participant incurs as a result of the return of the Mistaken Payment is borne by the Payee Participant.

- (c) **Misdirected Payments:** Where a Payer Participant determines that a settled NPP Payment is a Misdirected Payment:
- (i) it may request return of the Misdirected Payment from the Payee Participant by initiating a Request for Payment Return; and
  - (ii) the Payee Participant must:
    - A. acknowledge the Request for Payment Return within the timeframe specified by the Product Procedures Volume 9;
    - B. use reasonable endeavours to assess and determine whether the NPP Payment subject of the Request for Payment Return is a Misdirected Payment; and
    - C. if satisfied that it is a Misdirected Payment, effect an NPP Payment Return within the timeframe specified in the Product Procedures Volume 9.

**Note:**

*The indemnity in Product Rule N8.4(i) will apply to a Misdirected Payment which is the result of a failure by the Registering Participant to accurately register Alias Information referable to the Account Holder.*

- (d) **Duplicate Payments, Payer Participant Processing Errors and Error Payments:** Where a Payer Participant determines that a settled NPP Payment is either a settled Duplicate Payment, an Error Payment or has been sent as a result of its own error:
- (i) it may request return of such payment from the Payee Participant by initiating a Request for Payment Return; and
  - (ii) the Payee Participant:
    - A. must acknowledge the Request for Payment Return within the timeframe specified by the Product Procedures Volume 9;
    - B. must use reasonable endeavours to assess and determine whether the NPP Payment subject of the Request for Payment Return is a Duplicate Payment or Error Payment or has otherwise been sent as a result of Payer Participant error; and
    - C. may, if satisfied that it is a Duplicate Payment or Error Payment or otherwise sent as a result of Payer Participant error, effect an NPP Payment Return within the timeframe specified in the Product Procedures Volume 9; and

**Note:**

*Any notification of, or other arrangements with, Payee customers regarding return of a settled NPP Payment, beyond any obligation imposed on the Payee Participant by statute, the common law or the Scheme Documentation, is a proprietary matter for the Payee Participant.*

- (iii) if the Payee Participant in good faith and without negligence returns a Duplicate Payment or an Error Payment, or an NPP Payment sent as a result of Payer Participant error, then the Payer Participant indemnifies and holds the Payee Participant harmless against any direct loss, damages, charges, expenses, fees or claim which the Payee Participant suffers or incurs as a result of the return of the Duplicate Payment or Error Payment, provided that:

- A. the Payee Participant must provide the Payer Participant with written evidence of the amounts that are claimed; and
- B. the Payee Participant must use commercially reasonable efforts to mitigate its loss, and the Payer Participant's liability under this indemnity will be reduced to the extent the Payee Participant has failed to do so.

## N6.6. Unsolicited Returns

A Payee Participant may only return a Cleared NPP Payment by initiating an NPP Payment Return which complies with the requirements set out in the Product Procedures N3.11 (Payment Returns) and N9.3 (Requests for Payment Return) to N9.5 (Unsolicited Payment Returns).

**Note:**

*It is up to each NPP Participant to determine whether and how its Account Holders are to be notified, or whether prior authorisation should be obtained in relation to, the return of NPP Payments.*

*Any notification of return, or other arrangements with Account Holders regarding the return of a Duplicate Payment, Mistaken Payment, Error Payment or Misdirected Payment or an unsolicited return, beyond any obligation otherwise imposed on the Payee Participant by statute, common law, the Scheme Documentation is a proprietary matter for the Payee Participant.*

## N6.7. Adjustments between NPP Participants

- (a) NPP Participants must implement effective reconciliation procedures for NPP Payments.
- (b) If an NPP Participant identifies a discrepancy between exchanges of NPP Payments and associated settlement balances for any particular period, it must promptly notify its counterparty and provide written details of the discrepancy.
- (c) The parties must adjust for agreed discrepancies by bilateral agreement.

## N6.8. General Investigations

- (a) Each NPP Participant undertakes to apply the procedures and NPP Messages prescribed by Product Procedures Volume 9 for the investigation and resolution of Duplicate Payments, Mistaken Payments, Misdirected Payments, Error Payments and other NPP Payment clearing errors.
- (b) NPP Participants agree to cooperate and act in good faith to investigate and resolve Duplicate Payments, Mistaken Payments, Misdirected Payments, Error Payments and other NPP Payments clearing errors in accordance with this Product Rule N6.

## N6.9. Fraud

- (a) Incidents of fraud effected by use of the NPP Basic Infrastructure may be referred, by either the Payer Participant or the Payee Participant, to the investigations process set out in the Product Procedures Volume 9 to determine whether responsibility for the fraud rests with the Payer, the Payee, the Registering Participant, the Payer Participant, the Payee Participant or any other person.
- (b) Each NPP Participant acknowledges and agrees that if the investigations process determines that an incident of fraud is attributable to a system, procedures or personnel compromise within either the

Payer Participant or the Payee Participant (and is not otherwise connected with Alias registration or attributable to the conduct of the Registering Participant, Payer or Payee), then as between the Payer Participant and the Payee Participant, liability (if any) for the fraud will:

■ [Redacted]

■ [Redacted]

(c) If the Payer Participant and Payee Participant are unable to agree which of them is responsible for the fraud, either party may refer the matter to the dispute resolution process set out in Scheme Rule 19 (Disputes).

■ [Redacted]

■ [Redacted]

■ [Redacted]

[Redacted]

**N6.10. Inter-organisation Compensation Rules**

- (a) All NPP Participants must comply with the practices and procedures set out in the Inter-organisation Compensation Rules, in respect of compensation matters arising from the clearing of NPP Payments between them.
- (b) A reference in the Inter-organisation Compensation Rules to a “Participating System” will be taken to include a reference to the system constituted by the NPP Basic Infrastructure and the operation of the Scheme Documentation.

- (c) The NPP Product and Rules Committee may review and vary the compensation adjustments that are expressed in the Inter-organisation Compensation Rules to be subject to periodic review, to determine whether those compensation adjustments continue to adequately reflect the principles upon which the Inter-organisation Compensation Rules are based. The NPP Product and Rules Committee may, unless the Board (having been notified) determines otherwise, publish a variation to any such compensation adjustment to apply for the time being for the purposes of the NPP.
- (d) The arrangements between an NPP Participant and any Identified Institution or Connected Institution for which it provides NPP Payment clearing and / or settlement services in relation to obligations to compensate another NPP Participant pursuant to the Inter-organisation Compensation Rules are proprietary.

## **N6.11. Osko Brand and Identify Guidelines and Customer Terms and Conditions**

- (a) Each NPP Participant and sponsored Identified Institution, that is an Osko Participant must:
  - (i) ensure that if it uses the Osko logo, it complies with the Osko Brand Identity Guidelines;
  - (ii) use the term 'Osko' to describe Osko Payments and use reasonable endeavours to use the approved Osko language / taxonomy set out in the Osko Brand Identity Guidelines in client facing materials such as marketing and education materials. Additional explanatory text may be used where NPP Participants and Identified Institutions consider clarification on an approved term is necessary or desirable; and
  - (iii) ensure that as a minimum, its terms and conditions applicable to Osko Payments are substantively consistent with Osko Sample Customer Terms and Conditions.
- (b) Representatives must ensure that any Identified Institution for whom they act as a Representative complies with Product Rule N6.11(a).
- (c) Where applicable, Connected Institutions and Overlay Service Provider must ensure that they comply with the terms of Product Rules N6.11 (a)(i) and N6.11(a)(ii).

## N7. NPP PAYMENTS SETTLEMENT

### N7.1. FSS

Full Participants and Settlement Participants must be, and must remain, authorised by the RBA to use the FSS for settlement of Cleared NPP Payments.

### N7.2. Configuration of PAG to Support Settlement Messages

Each Full Participant and Clearing Participant must configure its PAG such that:

- (a) for each Cleared NPP Payment, a Settlement Request is automatically generated and submitted to the FSS within the configurable time out values prescribed by the Product Procedures;
- (b) it is able to receive Settlement Notifications and associated notifications and messages from the FSS; and
- (c) it is able to queue Settlement Requests.

### N7.3. Settlement of NPP Payments

Subject to Product Rules N7.5 and N7.6, each Cleared NPP Payment must be submitted for settlement:

- (a) via the FSS;
- (b) by exchange of value by debiting and crediting of the ESAs of the Full Participant and/or Settlement Participant responsible for settlement of the Cleared NPP Payment; and
- (c) otherwise in accordance with all applicable laws and regulations and the applicable RITS Regulations.

### N7.4. Settlement Irrevocable

- (a) A Cleared NPP Payment is irrevocable upon settlement in the FSS in accordance with this Product Rule N7 and the RITS Regulations.
- (b) Rejection of a Settlement Request by the FSS automatically voids the associated Cleared NPP Payment.

### N7.5. Contingency Settlement Arrangements

During an FSS Outage, Full Participants and Clearing Participants must implement arrangements established by the NPP Incident Response Group pursuant to Scheme Rule 15 (Incident management and product suspensions) and the Product Procedures Volume 10.

### N7.6. Indeterminate Settlement Status

Each NPP Participant and Overlay Service Provider acknowledges and agrees that in the event of a Cleared NPP Payment having an Indeterminate Settlement Status, the Payer Participant is obliged to

settle for the Cleared NPP Payment in accordance with the arrangements set out in the Product Procedures Volume 3.

## N8. NPP ADDRESSING SERVICE

### N8.1. Addressing Service

- (a) The Scheme Operator has established and will operate the Addressing Service as a component of the NPP Basic Infrastructure.
- (b) Access to the Addressing Service will be limited to:
  - (i) Registering Participants, for the purposes of registering, deregistering and maintaining Alias Information as set out in Product Rule N8.3; and
  - (ii) Full Participants, Clearing Participants, Connected Institutions and Connected Overlay Service Providers, for the purpose of performing Addressing Lookups as set out in Product Rule N8.4.

### N8.2. Protocols

Each Registering Participant must:

- (a) comply (and must use reasonable endeavours to procure that any Identified Institution for whom it acts as a Representative, complies) with the Addressing Service Protocol; and
- (b) provide, as part of its Annual Compliance Attestation, an annual attestation of its (and in respect of each Identified Institution for whom it acts as a Representative, that Identified Institutions') compliance with its obligations under the Addressing Service Protocol and provide details of any identified non-compliance, proposed or executed remediation actions and remediation timeframes.

### N8.3. Alias Registration and Maintenance

- (a) Each Registering Participant is entitled to access the Addressing Service for the purposes of registration, maintenance and deregistration of Alias Information.
- (b) Each Registering Participant must:
  - (i) have a process in place to control the selection or generation of an Alias Name by or for an Account Holder and to ensure that the Alias Name reasonably and accurately represents the name of the Account Holder (or the name of the Business Customer where the Alias Identifier Type is Email Address (for Business Customers only));
  - (ii) comply with all procedures for, and any restrictions on, registration, maintenance and deregistration of Alias Information set out in the Product Procedures Volume 5, including the requirement to implement and monitor technical controls to limit the number of Alias registration attempts an Account Holder is able to perform in any single session and on a single day;
  - (iii) ensure the accuracy and completeness of all Alias Information it registers;
  - (iv) ensure the currency of all Alias Information it registers, and act promptly on an Account Holder's instruction, (or a Business Customer's instruction for the purposes of Alias Information relating to an Email Address (for Business Customers only) Alias Identifier) whether given directly or indirectly via an Identified Institution (as Account servicer) to amend, maintain or deregister their Alias Information; and

- (v) disable and de-register any Alias Identifier associated with an Account which the Registering Participant reasonably suspects to have been used for a fraudulent purpose.
- (c) Each Registering Participant must ensure, and represents and warrants for the benefit of the Scheme Operator, each NPP Participant and each Overlay Service Provider, that, in respect of the Alias Information it registers in the Addressing Service:
  - (i) it is duly authorised to register the Alias Information;
  - (ii) the Account Holder (or the Business Customer where the Alias Identifier Type is Email Address (for Business Customers only)) associated with a registered Alias Identifier is authorised to operate the Account associated with that Alias Identifier;
  - (iii) it has established, in accordance with the applicable Verification Standards, the authority of the Account Holder associated with a registered Alias Identifier to use that Alias Identifier (and the authority of the Business Customer where the Alias Identifier Type is Email Address (for Business Customers only));
  - (iv) the Alias Information is current, accurate and complete; and
  - (v) to the extent that the Alias Information comprises personal information within the meaning of the Privacy Act, the Account Holder (and the Business Customer and related persons where the Alias Identifier Type is Email Address (for Business Customers only)) consents to the collection, storage, use and disclosure of their Alias Information in accordance with the Scheme Documentation.
- (d) The Verification Standards must be reviewed at least annually by the NPP Security and Standards Sub-Committee and the NPP Fraud Advisory Committee in accordance with the Product Procedures Volume 5.

#### **N8.4. Addressing Lookups, Limited Addressing Lookups and Addressing Service Data Security**

- (a) Each Full Participant, Clearing Participant, Connected Institution and Connected Overlay Service Provider may access the Addressing Service for the purpose of performing or facilitating Addressing Lookups and optional validation of Alias Names to Alias Identifiers.
- (b) Each party which uses the Addressing Service to facilitate or perform Addressing Lookups, must be able to perform an Addressing Lookup (and subsequently construct associated Payment Initiation Requests and Clearing Requests, as applicable) for all Alias Identifier Types.
- (c) Each Full Participant, Clearing Participant, Connected Institution and Connected Overlay Service Provider acknowledges and agrees that, except as authorised by the Scheme Documentation:
  - (i) Addressing Lookups must not be performed other than for the purpose of immediate creation of, or responding to, a Payment Initiation Request, initiation of an NPP Payment, Mandate creation, Mandate authorisation, Mandate maintenance, Mandate amendment, Mandate suspension, Mandate cancellation or Mandate porting. NPP Participants (and each Identified Institutions for whom it acts as a Representative) and Connected Institutions must monitor any facilitated use of the Addressing Service by sponsored MPS Users and Initiating Parties as set out in the Product Procedures Volume 6 and comply with the requirements set out in the Product Procedures N5.4.7 (Preventing Use of Addressing Service Data for Fraudulent Purposes), to implement and monitor technical controls to appropriately limit the number of Addressing Lookups;

- (ii) Alias Information provided pursuant to an Addressing Lookup, other than the Alias Name, must not be disclosed to the Payer or any other person, except as required by law. NPP Participants must, and must ensure that the Identified institutions for whom they act as Representative, and Connected Institutions must, have effective systems and procedures in place to:
  - A. prevent the unauthorised disclosure of restricted Alias Information;
  - B. promptly identify any failure of those systems and procedures; and
  - C. identify any occurrence of unauthorised disclosure of Alias Information;
- (iii) if an NPP Participant (by itself or through any Identified Institution for whom it acts as Representative) or Connected Institution becomes aware of an unauthorised disclosure or data breach relating to restricted Alias Information, it must:
  - A. promptly notify the Scheme Operator, and provide full particulars of all known details in writing of the cause and extent of the breach, the remediation actions it has taken or that it proposes to take;
  - B. promptly provide any other information which the Scheme Operator may reasonably request in relation to the breach;
  - C. consent to, and if applicable, procure the consent of any Identified Institution for whom it acts as Representative to, the disclosure by the Scheme Operator of the notification described in Product Rule N8.4(c)(iii)A and of copies of regulatory reports provided under Product Rule N8.4(c)(iii)D to each other NPP Participant (who may disclose copies of the notice to any Identified Institution for whom it acts as Representative whose data is subject of the unauthorised disclosure), SWIFT and the RBA; and
  - D. take all action, and ensure the responsible Identified Institution for whom it acts as a Representative takes all action, reasonably necessary to manage and minimise the impact of such a data breach on the Scheme Operator, other NPP Participants, Connected Institutions and Overlay Service Providers. Without limitation and for the avoidance of doubt, 'reasonably necessary action' includes: participating in any Incident management activity convened by the Scheme Operator; reporting the breach to the relevant regulatory authorities within 24 hours of making the notification described in Product Rule N8.4(c)(iii)A; providing to the Scheme Operator a copy of any data breach notification made to the Office of the Australian Information Commissioner; providing the Scheme Operator with written confirmation of other regulatory reports made in connection with the data breach; providing written details to each other NPP Participant of the restricted Alias Information that has been disclosed that relates to that NPP Participant's (or, in respect of any Identified Institution for whom it acts as Representative, that Identified Institution's) Account Holders, and (if directed by the Scheme Operator, or if reasonably necessary and subject to providing prior written notice of its intention to do so to the Scheme Operator) temporarily suspending its connection to the Addressing Service;
- (iv) Alias Information provided pursuant to an Addressing Lookup must not be cached or stored for the purposes of initiating NPP Payments on a future date; and
- (v) each Full Participant, Clearing Participant (including in each case in its capacity as a Registering Participant) and Connected Institution must:
  - A. provide in its Annual Compliance Attestation, an annual attestation, signed by the party's senior information security officer, attesting to its (and in respect of any Identified

Institution for whom it acts as Representative, that Identified Institution's) compliance with its obligations under Product Rules N8.3(b)(ii) (as that provision relates to the obligation of Registering Participants to limit Alias registration activity by Account Holder), N8.4(c)(i) and N8.4(c)(ii); and

B. if requested by the Scheme Operator, provide independent (third party) assurance of its compliance with its obligations under Product Rules N8.3(b)(ii), N8.4(c)(i) and N8.4(c)(ii).

(d) A Connected Overlay Service Provider is:

- (i) not authorised to register, amend, deregister or disclose any Alias Information;
- (ii) authorised to access the Addressing Service Management Portal solely for the purpose of configuring its STP Channel; and
- (iii) bound to comply with the requirements specified in Product Rules N8.4(c)(iii)A to N8.4(c)(iii)D, in the event that it becomes aware of an unauthorised disclosure or data breach relating to restricted Alias Information by itself or by any of its Service Providers.

Each Connected Overlay Service Provider is required to provide an annual attestation, signed by that party's senior information security officer, certifying that its use of the Addressing Service has not resulted in any activity in contravention of Product Rule N8.4(d)(i).

(e) The Addressing Service will process Addressing Lookups in accordance with the Product Procedures Volume 5.

(f) An executed Addressing Lookup will provide the Alias Address and Alias Name registered by the Registering Participant for the nominated Alias Identifier. An executed Limited Addressing Lookup will provide the Alias Name registered by the Registering Participant for the nominated Alias Identifier.

(g) Each Full Participant, Clearing Participant, Connected Institution and Connected Overlay Service Provider must ensure that any Clearing Request or Non-Value Message which is constructed using Alias Information generated from an Addressing Lookup is submitted promptly to the NPP Basic Infrastructure to ensure the reliability of the Alias Information.

(h) Subject to Product Rule N8.4(g), a Full Participant, Clearing Participant, Connected Institution or Connected Overlay Service Provider (as the case may be) is entitled to rely upon the accuracy and completeness of Alias Information provided pursuant to an Addressing Lookup for the purposes of creating Non-Value Messages and initiating NPP Payments.

(i) [Redacted]

■ [Redacted]

■ [Redacted]

- [REDACTED]
- [REDACTED]

## N8.5. PayID Brand Guidelines

- (a) Each NPP Participant, Connected Institution and Overlay Service Provider must:
  - (i) comply with Scheme Rule 18 (Trade marks) if it uses the PayID logo, noting that NPP Participants, Connected Institutions and Overlay Service Providers are not obliged to use the PayID logo; and
  - (ii) use the term 'PayID' to describe identifiers for addressing the NPP Payments and use reasonable endeavours to use the approved PayID language / taxonomy set out in the PayID Brand Guidelines in client facing materials such as marketing and education materials. For the avoidance of doubt, NPP Participants, Connected Institutions and Overlay Service Providers are not obliged to use only the approved taxonomy to describe PayID registration and maintenance functions. Additional explanatory text may be used where NPP Participants, Connected Institutions and Overlay Service Providers consider clarification on an approved term is necessary or desirable.
- (b) Each NPP Participant that is a Representative must ensure that each Identified Institution for whom it acts as a Representative complies with the terms of Product Rule N8.5(a) as if it were an NPP Participant.

N9. [NOT USED]

## N10. PRODUCT RULES AND PRODUCT PROCEDURES

### **N10.1. Product Procedures**

The Product Procedures contain practices, procedures, standards and/or specifications relating to all or any aspects of the NPP Basic Infrastructure and MMS.

### **N10.2. Amendment of the AP+ Scheme Rules and Product Rules**

If any amendment to the AP+ Scheme Rules or Product Rules under Scheme Rule 6.4 (Amendments to the Scheme Documentation) has any impact on the RBA in its capacity as a regulator of the Australian payments system or the provider of the FSS/RITS, the Board will obtain the prior written consent of the RBA to such amendments.

N11. [NOT USED]

## N12. MANDATE CLAIM DISPUTE RESOLUTION FEE

Notwithstanding Scheme Rule 19.4(f)(i) (Proceedings involving the ICCG), where a Dispute relates to a Mandate Claim under Product Rule N17, the Mandate Claim Dispute Fee will be payable instead of the Dispute Resolution Fee.

N13. [NOT USED]

## N14. CAPACITY MANAGEMENT

### N14.1. Volume Forecasts

Each Full Participant, Clearing Participant and Connected Institution acknowledges and agrees that:

- (a) the Scheme Operator is responsible for developing and maintaining the methodology for the NPP Volumetric Model and determining the Target Transaction Throughput for the NPP Basic Infrastructure;
- (b) the Scheme Operator is responsible for determining the frequency and content of NPP Basic Infrastructure volume forecasts to be provided by Full Participants, Clearing Participants and Connected Institutions;
- (c) the Scheme Operator will request Full Participants, Clearing Participants and Connected Institutions to calculate, provide and regularly update NPP volume forecasts, and the assumptions on which such forecasts are based, for the purposes of developing and maintaining the NPP Volumetric Model; and
- (d) it will provide the Scheme Operator with all such requested information in the format and within the timeframes prescribed by the Product Procedure N2.24 (Volume Forecasts).

### N14.2. Capacity Planning

Each Full Participant, Clearing Participant and Connected Institution acknowledges and agrees that:

- (a) the Scheme Operator is responsible for NPP Basic Infrastructure capacity planning and management;
- (b) the Scheme Operator may provide aggregated and anonymised capacity planning information to Full Participants, Clearing Participants and Connected Institutions to assist those parties with their own capacity planning activities; and
- (c) it will comply with any reasonable direction given by the Scheme Operator in accordance with its capacity management plans, provided however, that if it disagrees with either the requirement for, or substance of, the direction it may invoke the dispute resolution process set out in Scheme Rule 19 (Disputes), in which case its obligation to comply with the direction is suspended pending resolution.

### N14.3. No Disclosure

The Scheme Operator acknowledges that the volume forecasts and capacity planning information provided by NPP Participants, Connected Institutions and Overlay Service Providers pursuant to this Product Rule N14 constitute commercially confidential information which is valuable to the provider of the information, and undertakes to ensure that such information is not disclosed except as permitted by Product Rule N14.2(b).

### N14.4. Volume Management

Each Full Participant, Clearing Participant and Connected Institution acknowledges and agrees that:

- (a) the Scheme Operator may, from time to time, direct it to impose value limits and volume controls in relation to NPP Payments, Non-Value Messages and Addressing Service activity, to ensure the orderly operation of the NPP Basic Infrastructure; and

- (b) it will promptly comply with any such direction, and maintain such controls until directed by the Scheme Operator to do otherwise.

## **N14.5. Obligations for Provisioning**

Each Full Participant, Clearing Participant and Connected Institution:

- (a) acknowledges that the NPP Basic Infrastructure has been, and its Back Office Systems and Payments Connector must be, and both must remain, sized to support the Target Transaction Throughput defined in the NPP Volumetric Model applicable to it, as set out in the Product Procedure N2.38 (Connectivity Requirements and minimum technical standards);
- (b) must ensure that, at all times, its NPP Componentry and any Additional Components meets the Prescribed Minimum;
- (c) must, upon written request by the Scheme Operator from time to time, provide independent certification of its compliance with Product Rule N14.5(b); and
- (d) acknowledges that the Scheme Operator may, from time to time, direct it to take remedial action to ensure its compliance with Product Rule N14.5(b), and agrees to comply with any such direction within a reasonable timeframe.

## N15. MAINTENANCE

### N15.1. Change Proposals and Approved Changes

- (a) The Scheme Operator will provide NPP Participants, Connected Institutions and Overlay Service Providers with periodic reports of its Technology Evolution activities and with full details of any Change Proposal.
- (b) All Change Proposals will be considered by the NPP Product and Rules Committee (and the Security and Standards Sub-Committee if the Scheme Operator considers it necessary). The Scheme Operator will use those forums to consult with, and will take into account the views of, SWIFT, the RBA, NPP Participants, Connected Institutions and Overlay Service Providers on Change Proposals.

### N15.2. Software Maintenance

- (a) Each NPP Participant and Connected Institution must implement any software maintenance, upgrade or patch prescribed by the Scheme Operator in accordance with the Technology Maintenance Plan.
- (b) Each NPP Participant and Connected Institution must implement and support, including by way of building, testing and implementation of changes to Back Office Systems, each Approved Change in accordance with the directions and instructions given by the Scheme Operator.

### N15.3. Coordination

Each NPP Participant and Connected Institution acknowledges that the Scheme Operator is responsible for assessing and approving Change Proposals and for coordinating testing and implementation of Approved Changes, and agrees to comply with all reasonable directions given by the Scheme Operator for the purposes of performance of those responsibilities.

## N16. MISCELLANEOUS

### N16.1. Set Off

Nothing in the Product Rules shall be construed so as to negate or exclude any right of set-off which may otherwise arise.

### N16.2. Statistics and Information

- (a) Without limiting Product Rule N14, if requested in writing by the Scheme Operator, each NPP Participant, Connected Institution and Overlay Service Provider must promptly provide all information in relation to that party's NPP activities, including NPP Payment volumes and values and NPP related fraud statistics and ancillary information reasonably requested by the Scheme Operator.
- (b) Each NPP Participant acknowledges that the Scheme Operator may arrange with the RBA for the supply:
  - (i) by RBA to the Scheme Operator of statistical data concerning the value and number of NPP Payments processed in the FSS; and
  - (ii) by the Scheme Operator to RBA of:
    - A. statistical data concerning the value, number and type of NPP Payments exchanged via the NPP Basic Infrastructure;
    - B. any other statistical data relating to payments clearing and settlement in the NPP;
    - C. any information reasonably required by the RBA in order to:
      - 1. verify the Scheme Operator's compliance with the agreement between the RBA and the Scheme Operator which relates to the admission of the NPP as a feeder system in RITS;
      - 2. investigate particular contingency events or operational anomalies in connection with the NPP; or
      - 3. ensure the efficient operation of RITS.
- (c) Each NPP Participant acknowledges to the Scheme Operator for the benefit of the RBA and to the RBA itself that it unconditionally authorises and consents to disclosure by the RBA to the Scheme Operator of the statistical data referred to in Product Rule N16.2(b)(i), or any of that data, (in any format whatsoever) for any purpose whatsoever in connection with the operation and management of the NPP Basic Infrastructure by the Scheme Operator, or with the Scheme Documentation.
- (d) Each NPP Participant, Connected Institution and Overlay Service Provider authorises and consents to the disclosure of the statistical data referred to in Product Rule N16.2(b)(ii) or any of that data, (in any format whatsoever) by the Scheme Operator to the RBA.
- (e) Statistical data and other data collected by the Scheme Operator in accordance with this Product Rule N16.2 may only be used in connection with the operation and management of the NPP Basic Infrastructure by the Scheme Operator, or with the Scheme Documentation for purposes approved by the Scheme Operator from time to time.

- (f) The Scheme Operator may use and publish (on an aggregated and deidentified basis) the statistical fraud information supplied under Product Rule N16.2(a) for the purposes of industry fraud risk management and education initiatives from time to time.
- (g) Each party acknowledges and agrees that any confidential information which has been received by the RBA, whether from the Scheme Operator pursuant to Product Rule N16.2(b)(ii) or from the Scheme Operator or from any other party in any circumstance, may be:
  - (i) used by the RBA for the purpose of the performance by the RBA of any of the RBA's functions or for the exercise by the RBA of any of its powers; and
  - (ii) disclosed by the RBA:
    - A. as permitted by Scheme Rule 16 (Confidentiality);
    - B. to the responsible Minister;
    - C. in response to a request by a House or Committee of the Parliament of the Commonwealth; or
    - D. to a Commonwealth agency, where this serves the RBA's or the Commonwealth's legitimate interests.

## N17. MANDATED PAYMENTS SERVICE

### N17.1. Mandated Payments Service and Mandate Management Service (MMS) Overview, Terminology and Administration

- (a) The Mandated Payment Service (**MPS**) is an NPP business service utilising:
- (i) the Mandate Management Service (**MMS**);
  - (ii) MMS APIs;
  - (iii) Mandate Payment Initiation Requests and NPP Payment messages; and
  - (iv) the NPP Core Clearing and Settlement Rules and associated procedures, the governance framework set out in the AP+ Scheme Rules and these Product Rules and the processes set out in the Product Procedures Volume 6,

and that enables the secure, authorised collection and initiation of NPP Payments from Payer Customer Accounts

- (b) The MMS is a centralised secure, access-controlled database of Mandates.

A **Mandate** is a record of payment authorisation given by a Payer Customer in favour of either:

- (i) an MPS User, which may be a Creditor or Payment Initiator, authorised to participate in the MPS by its sponsoring NPP Participant or its sponsoring Identified Institution; or
- (ii) a Payment Initiator, authorised to participate in the MPS by, or as, a Connected Institution; which:
  - A. is identified by a unique Mandate ID generated by the MMS; and
  - B. gives the MPS User (via its sponsoring NPP Participant, and Identified Institution, if applicable) or the Payment Initiator (via the Connected Institution) the right to send Mandate Payment Initiation Requests to instruct the Payer Participant who is, or who acts for, the Payer Customer's Account servicer, to make NPP Payments within the terms of the Mandate.

The MMS may also be used, optionally, by Payer Participants to store records of **Debtor Payment Arrangements** established in accordance with the Product Procedures Volume 6.

- (c) **Mandate Payment Initiation Requests** are NPP Payment Initiation Requests that carry a Mandate ID, which are used to either *collect*, or *initiate*, NPP Payments as follows:
- (i) the Creditor Payment Initiation Request (pain.013) is available for use by NPP Participants only, acting on behalf of MPS Users who are Creditors to *collect* pre-authorised NPP Payments from Payer Customer Accounts to Accounts held by the NPP Participant for the MPS User; and
  - (ii) the Payment Initiation Request (pain.001) is available for use by:
    - A. NPP Participants acting on behalf of MPS Users who are Payment Initiators; and
    - B. Connected Institutions acting as, or on behalf of, a Payment Initiator,
 to *initiate* pre-authorised NPP Payments from Payer Customer Accounts to one or more third party Payee Customer Accounts. For the avoidance of doubt, a 'third party Payee

Customer Account' may be an Account in the MPS User's name with an Account servicer other than the MPS User's sponsor for the purposes of the MPS.

- (d) In the Product Procedures, the term **Initiating Participant** is used to refer to an NPP Participant (and if applicable, any Identified Institution for whom it acts as a Representative) or Connected Institution that elects to use the NPP to submit Mandate Payment Initiation Requests. The term **Initiating Party** is used to refer to the MPS User or Payment Initiator on whose behalf the Initiating Participant submits Mandate Payment Initiation Requests. For the avoidance of doubt, where the Initiating Participant listed in a Mandate is an Identified Institution, its Representative NPP Participant is responsible for procuring the compliance of the Identified Institution with the obligations set out in the Scheme Documentation that are expressed to apply to Initiating Participants.
- (e) Participation in the MPS is:
- (i) optional for NPP Participants (and any Identified Institutions for whom they act as a Representative) in their capacity as providers of MPS services to MPS Users;
  - (ii) optional for Connected Institutions as Payment Initiators or as providers of MPS services to Payment Initiators;
  - (iii) mandatory for NPP Participants (and any Identified Institutions for whom they act as a Representative) in their capacity as Payer Participants and Payer Customer Account servicers; and
  - (iv) optional for Overlay Service Providers.
- (f) The Scheme Operator has established and will operate the MMS and the MPS in accordance with the Scheme Documentation.
- (g) Subject to the Constitution, the CMS Deed, the AP+ Scheme Rules and these Product Rules, the Scheme Operator has all rights and powers reasonably necessary or desirable to facilitate access to the MMS and to ensure the safe, reliable and efficient operation of the MMS on its own and in conjunction with the NPP Basic Infrastructure, and the MPS, including the power to define:
- (i) MMS API Standards;
  - (ii) NPP Message Usage Guidelines applicable to NPP Payment Initiation Messages;
  - (iii) MMS and Mandate Payment Initiation message testing and certification requirements, which are set out in the Scheme Operator Joining and Certification Strategy;
  - (iv) MMS security requirements for NPP Participants and Connected Institutions;
  - (v) Compliance Requirements in connection with the MPS in accordance with Product Rule N3.8;
  - (vi) the MPS Implementation Guide, which specifies the end-to-end features of, and minimum customer experience requirements and standards for, the MPS, for use by NPP Participants and Connected Institutions, MPS Users, Payment Initiators and their respective vendors and processing partners; and
  - (vii) minimum technical requirements for Mandate creation, authorisation, maintenance, suspension, cancellation and porting.
- (h) NPP Participants and Connected Institutions acknowledge and agree that it is a condition of use of the MMS and MPS that they comply with the obligations and requirements set out in the MPS Implementation Guide that are expressed to apply to them in their respective capacities, including without limitation, the requirement to:

- (i) ensure their respective MPS Users (and in the case of NPP Participants, in respect of any Identified Institution for whom they act as a Representative, that Identified Institution's MPS Users) and Payment Initiators are bound to terms and conditions substantively consistent with the Sample MPS User Terms and Conditions, and procure the compliance of their respective MPS Users and Payment Initiators with obligations set out in the MPS User Guide that are expressed to apply to them; and
  - (ii) implement the MPS in accordance with the MPS Customer Experience Standards and Requirements set out in the MPS Implementation Guide.
- (i) Each NPP Participant, Connected Institution and Overlay Service Provider acknowledges and agrees that the Scheme Operator:
- (i) may schedule periodic MMS upgrades and maintenance from time to time, during which access to the MMS may be disrupted;
  - (ii) may for the purposes of Scheme Rule 15.3(b)(iii) (Product suspensions) temporarily suspend the MMS, or any NPP Participant's or Connected Institution's connection to the MMS, if the Incident Response Group or the Scheme Operator determines that such suspension is reasonably necessary to protect Scheme Integrity;
  - (iii) makes no representation or warranty under these Product Rules to any NPP Participant, Connected Institution, Overlay Service Provider or any other person in relation to the availability or performance of the MMS or the MPS, or the availability or performance of any NPP Participant, Connected Institution, MPS User or any other person whose unavailability or performance may affect the operation of the MMS or MPS;
  - (iv) is not liable under the AP+ Scheme Rules or these Product Rules to any NPP Participant, Connected Institution, Overlay Service Provider or any other person for any loss, costs or expenses suffered or claims arising in relation to any suspension of, or disruption or degradation of MMS or MPS services;
  - (v) will monitor NPP Participants' and Connected Institutions' compliance with obligations under this Product Rule N17, and under the Product Procedures Volume 6 and may, in addition to any other powers or rights it has under the AP+ Scheme Rules and these Product Rules:
    - A. if it becomes aware of any non-compliance, issue remediation directions to the NPP Participant or Connected Institution concerned under Scheme Rule 11 (Scheme Compliance); and
    - B. to the extent the non-compliance relates to a Compliance Requirement, take such action as may be authorised by Scheme Rule 11 (Scheme Compliance) and Product Rule N3.8.
- (j) Each NPP Participant and Connected Institution is granted a non-exclusive, royalty free licence to the Scheme Operator's Intellectual Property Rights in the MMS and MPS, to use and to sub-licence to third parties, including:
- (i) in the case of NPP Participants, to any Identified Institutions for whom it acts as a Representative and sponsored MPS Users; and
  - (ii) in the case of Connected Institutions, to its sponsored Payment Initiators; and in each case;
  - (iii) its subcontractors and processing partners,

provided that this Product Rule N17.1(j) does not apply to the Trade Marks, the licensing of which is provided for in Scheme Rule 18 (Trade marks).

- (k) The Scheme Operator may levy Transaction Fees for use of the MMS, for Mandate Payment Initiation Requests and for Mandate Payments in accordance with Scheme Rule 7 (Fees and charges).
- (l) The Inter-Organisation Compensation Rules apply to NPP Payments arising from the acceptance and processing of Mandated Payment Initiation Requests: see Product Rule N6.10.
- (m) Payer Participants and Payer Customer Account servicers must provide MPS services for all account types that are enabled and eligible to make NPP Payments.

## **N17.2. MMS Access**

- (a) NPP Participants and Connected Institutions have access to the MMS for the purposes of:
  - (i) creating, maintaining and porting Mandate Records as set out in Product Rule N17.6 and the Product Procedures Volume 6; and
  - (ii) facilitating the transmission and exchange of Mandate Payment Initiation Messages and associated NPP Payment messages as described in Product Rule N17.5 and Product Rule N17.8.
- (b) Each NPP Participant must ensure that any Identified Institution for whom it acts as a Representative, MPS User or other person it authorises to access or use the MMS complies with all the obligations relating to accessing the MMS and use of the MPS which are set out in this Product Rule N17 and the Product Procedures Volume 6.
- (c) Each Connected Institution must ensure that any person it authorises to access or use the MMS complies with all the obligations relating to accessing the MMS and use of the MPS which are set out in this Product Rule N17 and the Product Procedures Volume 6.
- (d) Each NPP Participant (for itself and for each of Identified Institution for whom it acts as a Representative) and each Connected Institution (for itself and any Payment Initiator on whose behalf it acts) must ensure that it complies at all times with:
  - (i) the MMS and MPS technical requirements as described in more detail in the Manuals and Participant Documentation;
  - (ii) the mandatory NPP Participant Back Office Design Considerations which apply to the MMS and MPS;
  - (iii) the applicable security standards set out in the NPP Security Framework contained in Product Procedure N2.39 (NPP Security requirements); and
  - (iv) the MMS API Standards.
- (e) Notwithstanding Scheme Rule 16 (Confidentiality), information contained in Mandate records must be treated as confidential to the parties to the Mandate and must not be disclosed to any person other than the parties except as required by law (including where required by Regulatory Authorities, any other relevant Supervisory Authority or as required for the purposes of legal proceedings). Each NPP Participant must, and must ensure that any Identified Institution for whom it acts as a Representative, and Connected Institutions must:
  - (i) have effective systems and procedures in place to prevent the unauthorised disclosure of Mandate information;

- (ii) have effective systems in place to promptly identify any failure of those systems and procedures described in Product Rule N17.2(e)(i) and to identify any occurrence of unauthorised disclosure of Mandate information;
- (iii) promptly notify the Scheme Operator in writing of any such unauthorised disclosure of Mandate information; and
- (iv) comply with any law that applies to such unauthorised disclosure.

### N17.3. Overlay Services

- (a) Overlay Service Providers may optionally utilise MMS functionality and these MPS rules in connection with Overlay Services.
- (b) Use of the MMS functionality by Overlay Service Providers is generally permitted on the basis that the OS Rules relating to use of the MMS and associated functionality may not be inconsistent with the NPP Core Clearing and Settlement Rules, which include without limitation the provisions of these Product Rules and the Product Procedures relating to the minimum requirements for Mandate Creation, Mandate Authorisation, Mandate Maintenance, inclusion of the Overlay Service identifier and treatment of the Mandate in Mandate Payment Initiation Requests. Subject to consistency with the NPP Core Clearing and Settlement Rules, OS Rules may include such additional requirements as the Overlay Service Provider deems appropriate. For the avoidance of doubt, where any Mandate Payment Initiation Request is submitted under the rules of an Overlay Service it must include the Overlay Service identifier in the Mandate Service ID field. In the absence of an applicable Overlay Service identifier, the Mandate service ID shall be set as 'sct'.

### N17.4. Migrated Direct Debit Arrangements

- (a) In this Product Rule N17.4, the use of term Representative has the meaning has given to that term in the BECS Procedures, and not the Scheme Glossary.
- (b) Each NPP Participant which is a Tier 1 Framework Participant in the Bulk Electronic Clearing System (BECS) may create Mandate Records in respect of existing Direct Debit Request arrangements it processes on behalf of its sponsored Debit Users, or the Debit Users of any Identified Institution for whom it acts as a Representative, under the BECS Regulations and BECS Procedures. Each NPP Participant which is a Tier 2 Framework Participant in BECS may do likewise subject to any obligation the NPP Participant may have to first notify its Representative or comply with any other obligation it may have under its proprietary arrangement with its Representative. The Scheme Operator does not oversee such proprietary arrangements.
- (c) These Mandates are designated as **Migrated DDR Mandates**. Migrated DDR Mandates are deemed to be Active within the MMS immediately upon creation by the sponsoring NPP Participant on behalf of its Debit User. Each such Debit User is deemed, for the purposes of these Product Rules, to be approved by the relevant sponsoring NPP Participant as an MPS User. Each NPP Participant that creates or facilitates the creation of Migrated DDR Mandates under this Product Rule N17.4 is responsible for ensuring that they are created in the MMS using the Migrated Direct Debit Mandate Mapping Guidance and otherwise as prescribed by the Product Procedures Volume 6.
- (d) Each NPP Participant that proposes to create or facilitate the creation of Migrated DDR Mandates on behalf of an MPS User is responsible for ensuring that:
  - (i) the relevant MPS User has notified each of its debtors (Payer Customers) in writing that, to the extent the Payer Customer's Account is an NPP Reachable Account and able to make NPP Payments, future debits and charges will generally be made through the NPP rather than

- BECS and has given such notice as is required by their Direct Debit Request Service Agreement or at least fourteen days prior to the date of creation of the Migrated DDR Mandate Record in the MMS;
- (ii) the MPS User holds and is able to produce evidence of the Payer Customer's original Direct Debit Request authorisation (if required) and notifications given under Product Rule N17.4(d)(i); and
  - (iii) other than in the case of genuine contingency resulting from an Outage of the NPP or any NPP Participant, processing of the Direct Debit Request arrangement in BECS ceases from the date of creation of the Migrated DDR Mandate.
- (e) Migrated DDR Mandates can only be established in respect of Payer Customers' existing direct debit arrangements. Migrated DDR Mandates are unilaterally established by the MPS User and its sponsor in the MMS and may be relied on by the Payer Participant for processing of associated Mandate Payment Initiation Requests and Mandated Payments, on the basis that in respect of each such Migrated DDR Mandate, the Payer Participant:
- (i) could optionally take steps to satisfy itself that the Migrated DDR Mandate is associated with its Payer Customer's existing direct debit arrangement, and may seek the Payer Customer's confirmation of authorisation of the Migrated DDR Mandate;
  - (ii) must, if confirmed by the Payer Customer pursuant to Product Rule N17.4(e)(i), keep a record of its Payer Customer's confirmation;
  - (iii) must, if the Payer Customer indicates authorisation has not been given or otherwise provides an instruction to Suspend or Cancel the Mandate, act promptly on such indication or instruction;
  - (iv) must, pending confirmation or other instruction being received from the Payer Customer, continue to process Mandate Payment Initiation Requests received in connection with the Mandate: see Product Rule N17.8 for SLA relief applicable to processing first payment under a Migrated DDR Mandate.
- (f) Migrated DDR Mandates may be used for the purposes of issuing Mandate Payment Initiation Requests no earlier than five days after the time and date of creation. Payer Participants may check the Payer Customer's Account status and transaction history to confirm the veracity of the Direct Debit Request arrangement recorded by the Migrated DDR Mandate. To facilitate checking by the Payer Participant, the NPP Participant sending the request must, in addition to performing the verification and other operations required by the Product Procedures Volume 6, include the relevant MPS User's BECS Debit User ID in the Migrated DDR Mandate record.
- (g) Each NPP Participant in its capacity as a Tier 1 Framework Participant in BECS has indemnified each other NPP Participant who is a BECS Framework Participant and persons who are Non-Member Appointors in respect of Valid Claims (as that term is defined in the BECS Procedures) under clause 7.6 of the BECS Procedures. NPP Participants who are Tier 2 Framework Participants in BECS are subject to indemnities given in favour of their Tier 1 Representatives in BECS.
- (h) Each NPP Participant acknowledges and agrees that:
- (i) subject to any bilateral agreement to apply the procedures set out in the Product Procedures Volume 6, Part 7 of the BECS Procedures shall apply to the resolution of any Valid Claim arising in respect of any Direct Debit Request arrangement migrated under this Product Rule N17, which relates to debits made prior to the date of migration; and
  - (ii) any Mandate Claim or other claim relating to:

- (A) a Mandate Payment Initiation Request or associated NPP Payment made pursuant to a Migrated DDR Mandate made after the date of migration; or
  - (B) any inconsistency between a Direct Debit Request and a Migrated DDR Mandate, shall be determined in accordance with this Product Rule N17, including Product Rule N17.10, and the Product Procedures Volume 6.
- (iii) Each NPP Participant in its capacity as a Payer Participant may rely on the presence of the Mandate ID in a Mandate Payment Initiation Request to receive and process that request as prescribed by Product Rule N17.8(b).

## **N17.5. MPS Users**

- (a) NPP Participants are responsible for assessing, approving and sponsoring MPS Users.
- (b) Any NPP Participant may sponsor a person as an MPS User.
- (c) Identified Institutions may sponsor persons as MPS Users with their Representative NPP Participant's approval.
- (d) Each NPP Participant that sponsors MPS Users is responsible for and takes full risk on the approval and sponsorship of MPS Users, including:
  - (i) assessing the creditworthiness of each MPS User it proposes to sponsor and forming its own assessment of the proposed MPS User's solvency, financial standing and capacity to meet liabilities which it could incur in connection with its use of the MMS and MPS, including any liabilities arising in connection with the indemnity given by the NPP Participant in respect of the MPS User's use of the MMS and MPS;
  - (ii) assessing and satisfying itself of the prospective MPS User's organisational and administrative capabilities, and ability to comply with applicable laws and regulatory requirements, governance, privacy and data protection arrangements, security arrangements, operational arrangements and ongoing suitability to be an MPS User;
  - (iii) carrying out appropriate due diligence and risk assessment in relation to the MPS User's proposed use of the MMS and the MPS;
  - (iv) ensuring the MPS User:
    - A. is bound by terms and conditions, substantively consistent with the Sample MPS User Terms and Conditions set out in the MPS Implementation Guide, requiring them to perform and comply with the obligations in the Scheme Documentation which are applicable to MPS Users;
    - B. has the ability to perform all applicable Mandate and MPS operations contemplated by these Product Rules and the Product Procedures Volume 6;
    - C. has the ability to manage risks associated with use of the MMS and MPS; and
    - D. meets or is managing cybersecurity, data and information security requirements and risks;
  - (v) overseeing and monitoring the MPS User's access to and use of the MMS and the MPS;
  - (vi) ensuring the MPS User complies with the minimum requirements for Mandate creation as prescribed by the Product Procedures Volume 6, including obtaining Payer Customer details, any necessary consents required under the Privacy Act and providing those data to its

- sponsoring NPP Participant (via its sponsoring Identified Institution if applicable) for purposes of Mandate creation in the MMS;
- (vii) Mandate Payment Initiation Requests initiated by or on behalf of the MPS User;
  - (viii) taking appropriate action, which may include restricting the MPS User's use of the MMS or MPS, in the event that the MPS User:
    - A. fails or ceases to meet the requirements applicable to MPS Users in the Scheme Documentation;
    - B. is alleged or determined to have breached any law or regulation relevant to the use of the MPS; or
    - C. suffers an Insolvency Event; and
  - (ix) providing the indemnities in favour of each other NPP Participant, and any Identified Institutions for whom those other NPP Participants act as a Representative, against substantiated Mandate Claims arising in connection with its sponsored MPS User's use of the MMS or Mandate Payment Initiation Requests initiated on behalf of the MPS User as described in these Product Rules.
- (e) Connected Institutions connect directly to the NPP but have no rights under the Scheme Documentation to submit clearing and/or settlement messages to the NPP. Each Connected Institution who elects to use the MMS and MPS is:
- (i) entitled to participate in the MPS as a Payment Initiator, or as an agent for a Payment Initiator, to create Mandate records for Payer Customer authorisation, and subject to Payer Customer authorisation being given and recorded in the MMS, to send Mandate Payment Initiation Requests (pain.001 messages only) to Payer Participants for processing;
  - (ii) bound to comply with all the obligations expressed to apply to 'Initiating Participants' in this Product Rule N17 and the Product Procedures Volume 6;
  - (iii) if they act as a Payment Initiator, or on behalf of a third party who is a Payment Initiator, bound to comply with all the obligations set out in the Scheme Documentation that are expressed to apply to Payment Initiators (and Initiating Parties) and in particular to comply with the obligations in Product Rule N17.5(d) that are expressed to apply to NPP Participants in their capacity as sponsors of MPS Users who are Payment Initiators, including the obligation to indemnify Payer Participants for Mandate Claims arising in connection with its and/or its Payment Initiator's use of the MMS and MPS; and
  - (iv) provide the Scheme Operator with all reasonably requested information relating to any Payment Initiator on whose behalf it acts.
- (f) For the avoidance of doubt, Payment Initiators may be sponsored to use the MMS and MPS by an NPP Participant (as an MPS User) or by a Connected Institution. Mandates established for the Payment Initiator by or via an NPP Participant or Connected Institution may be ported to another NPP Participant or Connected Institution on the Payment Initiator's instruction.

## **N17.6. Mandate Creation, Authorisation, Maintenance, Amendment, Suspension, Cancellation and Porting**

- (a) Each NPP Participant and Connected Institution is entitled to access the MMS for the purposes of Mandate Record Creation, Mandate Authorisation, Mandate Maintenance and Mandate Porting in accordance with the Product Procedures Volume 6. The Product Procedures define the Mandate

- record management functions which may be performed by any Connected Institution in relation to the Mandates to which it is a party, any NPP Participant in relation to the Mandates to which their MPS Users are a party, and by any Payer Participants in relation to the Mandates to which its Payer Customer is a party.
- (b) NPP Participants and Connected Institutions are responsible for ensuring that all Mandate Creation, Mandate Authorisation, Mandate Maintenance and Mandate Porting functions are performed in accordance with the procedural requirements set out in the Product Procedures Volume 6.
  - (c) Without limiting the generality of the foregoing, as a minimum, NPP Participants in their capacity as Payer Participants must be able to and are obliged to:
    - (i) receive Mandate Authorisation Requests from the MMS;
    - (ii) associate a Mandate Authorisation Request with a Payer Customer by reference to the Account Number provided in the record;
    - (iii) deliver a Mandate Authorisation Request to the Payer Customer in near real time for authorisation in accordance with the Mandate Authorisation Standards and Product Procedures Volume 6;
    - (iv) to the extent required under the Privacy Act, procure valid and binding consents from the Payer Customer for the purposes of the Privacy Act to facilitate use and disclosure of data in the Mandate as contemplated by the Scheme Documentation;
    - (v) record a Mandate Authorisation Confirmation in the MMS to confirm the status of the Mandate Authorisation Request promptly following Payer Customer authorisation or rejection;
    - (vi) facilitate where necessary the Porting of a Mandate at the request of a Payer Customer in accordance with the Product Procedures Volume 6; and
    - (vii) provide a facility to enable Payer Customers to view their Mandates and to give instructions to Suspend, Cancel or make Permitted Amendments to a Mandate to which the Payer Customer is a party, and promptly give effect to those instructions.
    - (viii) For the avoidance of doubt, the obligations set out in Product Rules N17.6(c)(iii) and N17.6(c)(vi) do not apply to Migrated DDR Mandates. See Product Rule N17.4 for Payer Participant obligations to seek Payer Customer authorisation of Migrated DDR Mandates.
  - (d) Without limiting the generality of the foregoing, each NPP Participant whether acting for and on behalf of MPS Users or acting for and on behalf of Payer Customers, and each Connected Institution, whether acting for itself or on behalf of a Payment Initiator, is responsible for ensuring that any Mandate Maintenance function it performs is permitted by the terms of the particular Mandate.
  - (e) Each NPP Participant, in its capacity as a Payer Participant, must ensure that as a minimum, its terms and conditions applicable to Payer Customers in respect of the MMS and MPS are substantively consistent with MPS Payer Customer Terms and Conditions.
  - (f) To the extent that the Scheme Operator, any NPP Participant or any Connected Institution (in this Product Rule N17.6(f) each an **Indemnified Party**) suffers or incurs any direct loss, damages, costs (including legal costs on a full indemnity basis) charges, expenses or liabilities (in this Product Rule N17.6(f), **Loss**) arising from any claim (other than a Mandate Claim), demand, action or proceedings brought against the Indemnified Party as a result of the failure by any other NPP Participant or Connected Institution (each an **Indemnifying Party**) to comply with its obligations under this Product Rule N17.6, the Indemnifying Party indemnifies the Indemnified Party in respect of all such Loss, provided that:

- (i) the Indemnified Party provides written evidence of the amount that is claimed; and
- (ii) the Indemnified Party must use commercially reasonable efforts to mitigate its Loss, and the Indemnifying Party's liability under this Product Rule N17.6 will be reduced to the extent that the Indemnified Party has failed to do so.

## N17.7. Mandate Lookups

- (a) NPP Participants and Connected Institutions may access the MMS for the purpose of performing or facilitating Mandate Lookups. Lookup rights are restricted to the parties to the applicable Mandate.
- (b) Each NPP Participant and Connected Institution acknowledges and agrees that:
  - (i) except as authorised by these Product Rules or the Product Procedures, a Mandate Lookup must not be performed other than for the purposes of validating and processing Mandate Payment Initiation Requests and Mandate Payments, resolution of investigations and Mandate Claims, fraud investigations and fraud analytics, or for giving effect to:
    - A. in the case of NPP Participants, their MPS Users' and Payer Customers' instructions with respect to permitted amendments, cancellation, suspension and porting instructions; and
    - B. in the case of Connected Institutions, making permitted amendments, and cancellation and suspension actions which they are authorised to make as an Initiating Participant;
  - (ii) data in any Mandate record to which it has access may comprise the Payer Customer's personal information within the meaning of the Privacy Act and may also contain personal information relating to other individuals;
  - (iii) they must ensure that, except as required by law, data accessed in the course of performing a Mandate Lookup is not:
    - A. stored or used for purposes other than the purpose described in Product Rule N17.7(b)(i) above; or
    - B. disclosed to any person other than:
      - 1. in the case of an NPP Participant, to its sponsored MPS User and/or its Payer Customer (as applicable) who is a party to the Mandate;
      - 2. in the case of a Connected Institution, to any Payment Initiator on whose behalf it acts; and
      - 3. to its payment processing partners on the basis that all such data is treated strictly in accordance with the Privacy Act and the Scheme Documentation; and
  - (iv) without prejudice to its right to access historic Mandate data and extracts of Mandate records for investigations, its right to access a Mandate record in the MMS is subject to the rights of the MPS User and the Payer Customer to Port the Mandate.

NPP Participants are responsible for ensuring that Mandate Lookups by their MPS Users comply with the requirements set out in this Product Rule N17 and any applicable requirements set out in the Product Procedures Volume 6.

## **N17.8. Mandate Payment Initiation Requests and Mandate Payment Processing**

- (a) Each Mandate is uniquely identified in the MMS by its Mandate ID. Subject to first verifying the Mandate in accordance with the Product Procedures Volume 6, each:
- (i) NPP Participant that is named in a Mandate record, or who is the Representative of the Identified Institution that is named in a Mandate record, as the Initiating Participant for the MPS User; and
  - (ii) Connected Institution that is named in a Mandate record as the Initiating Participant,
- has the right to send Mandate Payment Initiation Requests via the NPP Basic infrastructure to the Payer Participant for processing.
- (b) For the avoidance of doubt, NPP Participants (as, or as a Representative of Identified Institutions who are, Initiating Participants) and Connected Institutions (as Initiating Participants) must not send any Mandate Payment Initiation Request unless the associated Mandate is Active. Further, for the avoidance of doubt, each NPP Participant (as or acting for an Initiating Participant) and Connected Institution is responsible for ensuring that each Mandate Payment Initiation Request it sends, or enables to be sent, to a Payer Participant for processing is properly constructed and is consistent with the terms of the associated Mandate. Subject to Product Rule N17.8(d), each NPP Participant in its capacity as a Payer Participant has the obligation to receive Mandate Payment Initiation Requests and must respond to each such instruction within the timeframes prescribed by, and otherwise in accordance with, the Product Procedures Volume 6 by initiating:
- (i) Mandate Payment Status Reports indicating receipt and either acceptance or rejection of the Mandate Payment Initiation Request and, if rejected, providing a valid and applicable Reason Code; and
  - (ii) if the Mandate Payment Initiation Request is accepted, and subject to availability of funds, a Clearing Request for the amount claimed by the Mandate Payment Initiation Request.
- (c) Payer Participants may, but are not obliged to, perform a Mandate Lookup before processing Mandate Payment Initiation Requests and sending associated Clearing Requests. For the avoidance of doubt, nothing in the Scheme Documentation affects the obligations or duties that a Payer Participant has or may have under any law or industry code with respect to the protection of Payer Customers who are determined to be vulnerable under such law or industry code.
- (d) Nothing in the AP+ Scheme Rules or these Product Rules obliges any NPP Participant to receive or process an NPP Payment Initiation Request from any NPP Participant or Connected Institution, via that party's PAG or otherwise, that does not carry a Mandate ID, or from any other person. Acceptance of such NPP Payment Initiation Request messages and liability associated with acceptance is proprietary.
- (e) Nothing in the AP+ Scheme Rules or these Product Rules obliges any NPP Participant to send or receive NPP Payment Initiation Messages for OS Payments. NPP Participants that are OS Subscribers or that provide NPP Payment clearing and settlement services to OS Subscribers have the right to use the MMS and NPP Basic Infrastructure to send and receive Overlay Service-defined NPP Payment Initiation Messages in accordance with the OS Rules. The obligation to receive any such NPP Payment Initiation Message is subject to the applicable OS Rules.
- (f) Payer Participants that opt to use the MMS to store records of Debtor Payment Arrangements are responsible for NPP Payments made in connection with those arrangements.





■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

## N17.11. PayTo Brand Guidelines

- (a) Each NPP Participant, Connected Institution and Overlay Service Provider must:
  - (i) comply with Scheme Rule 18 (Trade marks) if it uses the PayTo logo, noting that NPP Participants, Connected Institutions and Overlay Service Providers are not obliged to use the PayTo logo; and
  - (ii) use the term 'PayTo' to describe the MPS or the Mandate Management Service and use reasonable endeavours to use the approved PayTo language / taxonomy set out in the PayTo Brand Guidelines in client facing materials such as marketing and education materials. For the avoidance of doubt, NPP Participants, Connected Institutions and Overlay Services Providers are not obliged to use only the approved taxonomy to describe PayTo functions. Additional explanatory text may be used where NPP Participants, Connected Institutions or Overlay Service Providers consider clarification on an approved term is necessary or desirable.
- (b) Representatives must ensure that their Identified Institutions (if any) comply with the terms of Product Rule N17.11(a) as if it were an NPP Participant.
- (c) NPP Participants and Connected Institutions must ensure that any MPS User or Payment Initiator that they sponsor complies with the terms of Product Rule N17.11(a) as if it were an NPP Participant or Connected Institution.

## N17.12. Pay To Participation and Reimbursement Fee

- (a) The Scheme Operator will facilitate the issuing of invoices and collection and remittance of the PRF as agent for NPP Participants, and each NPP Participant appoints the Scheme Operator as its agent for the purpose of issuing invoices and collecting and remitting monies related to the Participation and Reimbursement Fee (PRF).
- (b) Notwithstanding Scheme Rule 7.5(c) (GST), in relation to the PRF Taxable Supply, each NPP Participant acknowledges that the Scheme Operator, as its agent, will issue a Tax Invoice and each NPP Participant agrees that they will not issue a Tax Invoice in relation to the PRF Taxable Supply.
- (c) For clarity, the PRF is a Member-to-Member Fee for the purposes of Scheme Rule 7 (Fees and charges), despite being invoiced by the Scheme Operator as agent.

## N18. THE CONFIRMATION OF PAYEE SERVICE

### N18.1. Confirmation of Payee Service Overview, Terminology and Administration

- (a) The Confirmation of Payee (**CoP**) Service means the NPP service that includes:
- (i) the Central Matching Service;
  - (ii) any On-Us Matching Services;
  - (iii) APIs used for CoP Lookup Requests;
  - (iv) CoP Lookup Requests and messages;
  - (v) the governance framework set out in these Product Rules and the processes set out in Product Procedures Volume 12,

that enables Payer Customers to confirm Payee Customers' names in real-time through central name matching with Confirmed Data Records and/or proprietary name matching with Observed Data Records and/or name matching with On-Us Data Records.

- (b) Participation in the CoP Service is:
- (i) mandatory for NPP Participants (and the Identified Institutions for whom they act as Representatives) in their capacity as Confirmed Data Holders and CoP Data Requestors;
  - (ii) optional for NPP Participants (and the Identified Institutions for whom they act as Representatives) in their capacity as Observed Data Holders;
  - (iii) optional for Connected Institutions in their capacity as Initiating Participants; and
  - (iv) optional for Overlay Service Providers.
- (c) To comply with Product Rule N18.1(b)(i), an NPP Participant may sponsor another NPP Participant by fulfilling the sponsored NPP Participant's mandatory roles. The sponsoring NPP Participant must be both the CoP Data Requestor and Confirmed Data Holder on behalf of the sponsored NPP Participant.
- (d) When an NPP Participant is sponsoring another NPP Participant:
- (i) the sponsorship arrangement does not result in the Customer Account records of the sponsored NPP Participant being On-Us Data Records of the sponsoring NPP Participant;
  - (ii) the sponsored NPP Participant remains responsible for its own Confirmed Data Records; and
  - (iii) all references within the Product Rules to a Confirmed Data Holder or CoP Data Requestor refer to the sponsoring NPP Participant unless otherwise indicated.
- (e) For the sake of clarity, Connected Institutions cannot sponsor another Connected Institution, an NPP Participant or an Identified Institution to access the CoP Service.
- (f) The Scheme Operator has established and will operate the CoP Service in accordance with the Scheme Documentation.
- (g) Subject to the Constitution, CoP Deed, the AP+ Scheme Rules and these Product Rules, the Scheme Operator has all rights and powers reasonably necessary or desirable to facilitate access to the

Central Matching Service and to ensure the safe, reliable and efficient operation of the CoP, including the power to define:

- (i) CoP API specifications;
  - (ii) CoP Service message testing and certification requirements;
  - (iii) any specifications on end-to-end features of, minimum customer experience requirements and standards for the CoP, for use by NPP Participants, Connected Institutions and Connected Overlay Service Providers and any other party and their respective vendors and processing partners; and
  - (iv) minimum technical requirements.
- (h) NPP Participants, Connected Institutions and Connected Overlay Service Providers acknowledge and agree that it is a condition of use of the CoP Service that they comply with the obligations and requirements set out in Product Procedures Volume 12 that are expressed to apply to them in their respective capacities, including the requirement to:
- (i) ensure their respective CoP Users (and in the case of NPP Participants, in respect of any Identified Institutions for whom they act as a Representative, that Identified Institution's CoP Users) are bound to terms and conditions substantively consistent with the Confirmation of Payee Sample Customer Terms and Conditions, and ensure the compliance of their respective CoP User with obligations set out in the Product Procedures Volume 12 that are expressed to apply to them.
- (i) CoP Service functionality is available for domestic use only and any potential future use for cross-border payments to Australian bank accounts will be subject to a future Privacy Impact Assessment.
- (j) Each Full Participant, Clearing Participant, Connected Institution and Connected Overlay Service Provider that accesses CoP must:
- (i) provide in its Annual Compliance Attestation, an attestation, signed by the party's senior information security officer, attesting to its (and in respect of any Identified Institutions for whom it acts as a Representative, that Identified Institution's) compliance with its obligations under the Scheme Documentation with regards to the Confirmation of Payee Service;
  - (ii) if requested by the Scheme Operator, provide independent (third party) assurance of its compliance with its obligations under the Scheme Documentation; and
  - (iii) provide a signed go-live attestation prior to being allowed access to CoP.
- (k) Each NPP Participant, Connected Institution and Overlay Service Provider acknowledges and agrees that the Scheme Operator:
- (i) may schedule periodic CoP upgrades and maintenance from time to time, during which access to the CoP may be disrupted;
  - (ii) may temporarily suspend the CoP Service, or any NPP Participant's or Connected Institution's connection to the CoP Service, if the Incident Response Group or the CEO (in either case under delegated authority from the Board) determines that such suspension is reasonably necessary to protect Scheme Integrity, including in respect of the CoP Service;
  - (iii) makes no representation or warranty under these Product Rules to any NPP Participant, Connected Institution, Overlay Service Provider or any other person in relation to the availability or performance of the CoP Service, or the availability or performance of any NPP

- Participant, Connected Institution, or any other person whose unavailability or performance may affect the operation of the CoP Service;
- (iv) is not liable under the Scheme Documentation to any NPP Participant, Connected Institution, Overlay Service Provider or any other person for any loss, costs or expenses suffered or claims arising in relation to any suspension of, or disruption or degradation of the CoP Service;
  - (v) will monitor NPP Participants' and Connected Institutions' compliance with obligations under this Product Rule N18, and under the Product Procedures Volume 12 and may, in addition to any other powers or rights it has under the Scheme Documentation:
    - A. if it becomes aware of any non-compliance, issue remediation directions to the NPP Participant or Connected Institution concerned under Product Rule N2.4(a)(i) or Scheme Rule 11 (Scheme Compliance); and
    - B. to the extent the non-compliance relates to a Compliance Requirement, take such action as may be authorised by Scheme Rule 11 (Scheme Compliance) or Product Rule N3.8.
  - (l) The Scheme Operator may determine and levy Transaction Fees for use of the CoP in accordance with Scheme Rule 7 (Fees and charges).
  - (m) Payer Participants must provide:
    - (i) relevant CoP services for all account types that are enabled and eligible to make NPP Payments; and
    - (ii) a facility to enable a Payer Customer to view the response from a Confirmed Data Record Lookup Request.
  - (n) Payee Participants must provide relevant CoP services for all account types that are enabled and eligible to receive NPP Payments.
  - (o) Each CoP Data Requestor acknowledges and agrees that, except as authorised by the Scheme Documentation:
    - (i) CoP Lookup Requests must not be performed other than for the purpose of creation of a Payment Initiation Request, initiation of a payment, investigation purposes by Payer Participant/CoP Data Requestor, or at the time of Mandate creation, Mandate amendment, or Mandate porting; and
    - (ii) CoP Data Requestors must monitor and have technical controls in place to prohibit the use of CoP for inappropriate, malicious, or fraudulent purposes or in breach of the Scheme Documentation.

**Note:**

*While the CoP Service has been designed and operates on the NPP Basic Infrastructure, nothing in these provisions excludes the ability of a Participant/CoP Data Requestor using the CoP Service prior to initiation of a payment on a designated domestic payment system, other than NPP, that addresses payments using BSB and Account Number.*

## N18.2. Central Matching Service

- (a) Each NPP Participant:
  - (i) must ensure that any Identified Institution for whom it acts as Representative, CoP User or other person it authorises to access or use the CoP Service, complies with all the obligations

relating to accessing the Central Matching Service and use of the CoP Service set out in this Product Rule N18 and Product Procedures Volume 12; and

- (ii) must not facilitate access or use of the CoP Service by any Identified Institution for whom it acts as Representative, CoP User or other person it authorises to access or use the CoP Service that would breach the Privacy Law.
- (b) Each Connected Institution:
- (i) must not facilitate access or use of the CoP Service by any organisation or person that would breach the Privacy Law or any other legal obligations.
- (c) Each Connected Institution must ensure that any organisation or person it authorises to access or use the CoP Service (provided it is not authorising NPP Participants, Connected Institutions or Identified Institutions) complies with all the obligations relating to accessing the Central Matching Service and use of the CoP Service set out in this Product Rule N18 and Product Procedures Volume 12.

### N18.3.

- [Redacted]
- [Redacted]
- [Redacted]

### N18.4. Overlay Services

- (a) Overlay Service Providers may optionally utilise the CoP in connection with Overlay Services.
- (b) Use of the CoP Service functionality by Overlay Service Providers is generally permitted on the basis that the OS Rules relating to use of the CoP Service and associated functionality may not be inconsistent with the provisions of the Scheme Documentation relating to the minimum requirements for the CoP Service and inclusion of any Overlay Service Provider identifier. Subject to consistency with the Scheme Documentation, OS Rules may include such additional requirements as the Overlay Service Provider deems appropriate.

### N18.5. CoP – Creation, Maintenance, and Amendment of CoP Data Records

- (a) NPP Participants, Connected Institutions and Overlay Service Providers are responsible for ensuring that all CoP functions are performed in accordance with the procedural requirements set out in the Product Procedures Volume 12.
- (b) As a minimum, each NPP Participant must be able to and are obliged to:
  - (i) receive and respond to Confirmed Data Record Lookup Requests;
  - (ii) to the extent required under the Privacy Act, procure valid and binding consents from Payee Customers (and Payer Customers for the purpose of Mandates) for the purposes of the

Privacy Act to facilitate use and disclosure of data in the CoP Service as contemplated by the Scheme Documentation;

- (iii) have a process to allow Payee Customers to conduct actions including making requests to opt-out, opt-in, amend account data, and maintain AKA Name(s) (if supported) for all Accounts as set out in the Product Procedures Volume 12; and
  - (iv) comply with the opt-out principles set out in Product Procedures Volume 12.
- (c) Each NPP Participant must ensure that as a minimum, its terms and conditions, and those of any Identified Institutions for whom it acts as Representative, applicable to Payer and Payee Customers in respect of the CoP Service are substantively consistent with the Confirmation of Payee Customer Terms and Conditions.
- (d) Observed Data Holders acknowledge and warrant that any Observed Data Record that it holds or uses as part of an Observed Data Lookup Request or the CoP Service is in accordance with the relevant laws and regulations including but not limited to the Privacy Act.
- (e) Observed Data Holders must have a process to access or amend Observed Data Records where required under the Privacy Act.
- (f) Each Confirmed Data Holder and sponsored NPP Participant must ensure that the Confirmed Data Records provided to the Central Matching Service and CoP Data Requestors reasonably and accurately represent the name of the Account Holder/s (or the name of the Business Customer where the Account Type is non-individual (for Business Customers only)).
- (g) Each Confirmed Data Holder and sponsored NPP Participant represents and warrants for the benefit of the Scheme Operator, each NPP Participant and each Overlay Service Provider, that, in respect of the Confirmed Data Records it supplies to the CoP Service:
- (i) it is duly authorised to supply that Confirmed Data Record;
  - (ii) the Account Holder (or the Business Customer where the Account Type is non-individual (for Business Customers only)) associated with a supplied Confirmed Data Record is authorised to operate the associated Account;
  - (iii) the Confirmed Data Record is current, accurate and complete to the extent of the Confirmed Data Holder's or sponsored NPP Participant's legal obligations in relation to KYC procedures; and
  - (iv) to the extent that the Confirmed Data Record comprises personal information within the meaning of the Privacy Act, the Confirmed Data Holder or sponsored NPP Participant where relevant has authority to collect, store, use and disclose the Confirmed Data Record.
- (h) Each Observed Data Holder represents and warrants for the benefit of the Scheme Operator, each NPP Participant and each Overlay Service Provider, that, in respect of the Observed Data Records it supplies in response to a CoP Lookup Request:
- (i) it is duly authorised to supply that Observed Data Record;
  - (ii) it has observed the scheme required minimum number of payments to qualify the record as a CoP Observed Data Record; and
  - (iii) to the extent that the Observed Data Record comprises personal information within the meaning of the Privacy Act, the Observed Data Holder has authority to collect, store, use and disclose insights and matching outcomes on the Observed Data Record.

- (i) Subject to Product Rules N18.5(f) and N18.5(g), a Full Participant, Clearing Participant, Connected Institution or Connected Overlay Service Provider (as the case may be) is entitled to rely upon the accuracy and completeness of Confirmed Data Records provided pursuant to a CoP Lookup for the purposes of Payee confirmation.
- (j) Payer Participants must not disclose any CoP data to a CoP User or any other person, except as required by law or in accordance with the AP+ Scheme Rules, these Product Rules and Product Procedures Volume 12 and have effective systems and procedures in place to identify and prevent the unauthorised disclosure of CoP data and promptly identify any failure of those systems and alert the Scheme Operator in a timely manner.

## N18.6. [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]



## N19. PRODUCT GLOSSARY

**ABN** means the Australian business number allocated by the ATO.

**ACN** means the Australian company number allocated by ASIC.

**Active** means, in relation to a Mandate, the status recorded for the Mandate in the MMS which indicates that the Mandate has been confirmed by the Payer Participant (for itself or on behalf of any Identified Institution for whom it acts as a Representative) as authorised by the Payer Customer.

**ARBN** means the Australian registered body number allocated by ASIC.

**ARSN** means the Australian registered scheme number allocated by ASIC.

**Account** means an account with an ADI or the RBA.

**Account Holder** means the person who owns, or is authorised to operate, an Account.

**Account Number** means the number issued by an ADI or the RBA to identify a particular Account.

**Additional Components** means software, hardware and Services which are additional to a connected NPP Participant's or Connected Institution's NPP Componentry entitlement under the MISD, and which may be acquired at the option of the connected NPP Participant or Connected Institution from the Scheme Operator under the Reseller Process.

**Additional Component Fees** means the fees for Additional Components determined by the ICCC and published by the Scheme Operator from time to time.

**Addressing Lookup** means:

- (a) in relation to a NPP Participant, a request to look up and provide the Alias Address and Alias Name registered for a particular Alias Identifier; and
- (b) in relation to a Connected Institution, the Limited Addressing Lookup.

**Addressing Service** means that component of the NPP Basic Infrastructure that enables registration of Alias Information and performance of Addressing Lookups.

**Addressing Service Management Portal** means the software application hosted by the Scheme Operator to enable lodgement of Addressing Service queries and generation of Addressing Service reports.

**Addressing Service Protocol** means the Secondary Document titled the Addressing Service Protocol.

**ADI** means an authorised deposit-taking institution as defined in the *Banking Act 1959 (Cth)*.

**ADI Identifier** means, in relation to a particular ADI or the RBA, the ADI's or RBA's BSB number or Issuer Identification Number.

**Admission Eligibility Requirements** means, in the case of a prospective:

- (a) Full Participant, the criteria set out or referred to in Product Rule N4.3;
- (b) Clearing Participant, the criteria set out or referred to in Product Rule N4.4;
- (c) Settlement Participant, the criteria set out or referred to in Product Rule N4.5;
- (d) Connected Institution, the criteria set out or referred to in Product Rule N4.6; and
- (e) Overlay Service Provider, the criteria set out or referred to in Product Rule N4.8.

**Alias Address** means the ADI Identifier and Account Number associated with an Alias.

**Alias Identifier** and **Alias** means a unique identifier for an Account such as:

- (a) the Account Holder's telephone number (including domestic and international landline and mobile numbers);
- (b) an email address as permitted by the Product Rules and Product Procedures;
- (c) the Account Holder's ABN, ACN, ARBN or ARSN; or
- (d) the Account Holder's Organisation Identifier,

or any other unique identifier for an Account approved by the Scheme Operator for registration in the Addressing Service.

**Alias Identifier Type** means the types of Alias Identifier approved by the Scheme Operator for registration in the Addressing Service as unique identifiers for Accounts from time to time.

**Alias Information** means:

- (a) in relation to a NPP Participant, the Alias Identifier, Alias Address and Alias Name for an Account; and
- (b) in relation to a Connected Institution, the Limited Alias Information.

**Alias Name** means a name, word, or any combination of alphanumeric and/or other approved characters to reasonably represent and identify an Account Holder, either generated for the Account Holder by the Registering Participant or selected by the Account Holder with Registering Participant approval.

**Also Known As Name (AKA Name)** means a name, word or any combination of alphanumeric and/or other approved characters that an Account Holder is also known as and reasonably represents and identifies an Account Holder, where the Account Holder is known by more than one name. Sometimes abbreviated to AKA Name.

**Application Fee** means the fee payable by an Applicant upon lodgement of an Application for Membership in accordance with Product Rule N4.7, as determined by the ICCC and published by the Scheme Operator from time to time.

**Application for Membership** means:

- (a) in respect of a Full Participant, Clearing Participant, Settlement Participant or Connected Institution the application form set out in the Application for Membership – NPP Participants and Connected Institutions and any associated documentation required to be provided under Product Rule N4.7; and
- (b) in respect of an Overlay Service Provider means the application form set out in the Application for Membership – Overlay Service Providers and any associated documentation required to be provided under Product Rule N4.9.

**Application for Membership – NPP Participants and Connected Institutions** means the Secondary Document titled Application for Membership – NPP Participants and Connected Institutions.

**Application for Membership – Overlay Service Providers** means the Secondary Document titled Application for Membership – Overlay Service Providers.

**Approved Change** means a Change Proposal which has been approved by the Scheme Operator in accordance with the NPP Change Management Process.

**AP+ Scheme Rules** means the document titled 'AP+ Scheme Rules' issued by AP+, originally approved by the Board of AP+ in August 2024 and as may be subsequently modified from time to time in accordance with Scheme Rule 6 (Governance and decision making) of the AP+ Scheme Rules.

**ASIC** means the Australian Securities and Investments Commission.

**ATO** means the Australian Taxation Office.

**Australian AML/CTF Regime** means all obligations and requirements arising from the AML/CTF Act and all associated instruments, guidance notes and determinations.

**Australian Sanctions Regime** means all obligations and requirements arising from:

- (a) Autonomous Sanctions Act 2011 (Cth); and
- (b) Charter of the United Nations Act 1945 (Cth).

**Back Office System** means, in relation to any NPP Participant (other than a Settlement Participant) or Connected Institution, its Payments Connector, together with the associated MQ Environment and any other component required to respond to a received BSCT Clearing Request within the time-out values specified in the Product Procedures Volume 3.

**Basic Single Credit Transfer** and **BSCT** means a credit payment message, other than an OS Payment or an IVTS Payment, sent by an NPP Participant via the NPP Basic Infrastructure for the benefit of a Payee with another NPP Participant or Identified Institution.

**Note:**

*It is technically possible to use the NPP Basic Infrastructure for “on us” transactions, but these are not within the BSCT definition.*

**BIC8 Holder** means a body corporate which is the holder of a registered BIC8 issued by SWIFT.

**BIC11 Holder** means a body corporate which is the holder of a registered BIC11 issued by SWIFT.

**Business Customer** means a Customer which is a business or organisation or an end user representing a business or organisation including:

- (a) a natural person (i.e. an individual) in their capacity as a trustee, sole trader or partner of a partnership;
- (b) a body corporate in its personal capacity or as a trustee;
- (c) a government agency;
- (d) an unincorporated body or association; or
- (e) a firm or partnership.

**Business Day** means a day other than a Saturday, Sunday or a public holiday in both Sydney and Melbourne, Australia.

**Central Matching Service** means the centralised and secure matching logic engine for Confirmed Data Records and Confirmed Data Lookup Requests.

**Certificate Authority Service** means a certificate authority service for the purpose of enabling NPP Participants and document hosts, which provide capability of retrieving documents in accordance with the Financial Institution to Document Host Interface Specification, to obtain digital certificates and copies of the root signing certificate.

**Certification Fee** means the fee payable for assessment and certification of applicant Connected Institutions' compliance with the Initial Eligibility Requirements, as determined by the ICCC and published by the Scheme Operator from time to time.

**Certification Service** means a certification service for the purpose of certifying the compliance of NPP Participants and document hosts with the Financial Institution to Document Host Interface Specification.

**Certification Solution** means the certification solution comprising:

- (a) a Financial Institution to Document Host Interface Specification;
- (b) a Certification Service; and
- (c) a Certificate Authority Service.

**Change Proposal** means any:

- (a) prospective SWIFT software release under the Technology Maintenance Plan;
- (b) proposed functional change to the NPP Basic Infrastructure, including one proposed as a result of Technology Evolution, or arising out of the Scheme Operator's Technology Evolution activities; or
- (c) proposed change to any NPP Message or to the NPP Message Collection.

**Channel Infrastructure** means, in relation to any NPP Participant, Identified Institution, or Connected Institution, the software, hardware, and associated services and systems through which a NPP Participant, Identified Institution or Connected Institution provides, directly or indirectly, NPP Payment services, Addressing Services, Mandated Payments Services, or CoP Services to a Customer, MPS User, or CoP User, other than Back Office Systems or NPP Componentry.

**Claim** has the meaning given in the MISD.

**Cleared** has the meaning given in Product Rule N6.2(b).

**Clearing Abort Notification** means an NPP Message (pacs.002) generated by the Payer Participant PAG in the event that a Clearing Notification (pacs.002) is not received within the configured timeout value.

**Clearing Notification** means the NPP Message (pacs.002) initiated in response to a Clearing Request.

**Clearing Participant** means an NPP Participant which:

- (a) connects directly to the NPP Basic Infrastructure for the purposes of sending and receiving NPP Payments and Non-Value Messages; but
- (b) has not been authorised by the RBA to use the FSS for settlement of NPP Payments, but which has entered into an arrangement with another NPP Participant to settle its NPP Payments.

**Clearing Request** means the NPP Message (pacs.008) that initiates an NPP Payment.

**CMS Deed** means the deed relating to the design, development and operation of the MMS dated 31 January 2019 between the Scheme Operator and SWIFT.

**Commencement Date** means the date determined by the Board to be the date upon which these Product Rules become effective and binding.

**Compliance Impact Assessment** means a qualitative assessment made by the NPP Product and Rules Committee, of the technical risk, complexity and impact of the introduction and designation of a Compliance Requirement on the NPP, NPP Participants, and/or Connected Institutions.

**Confirmation of Payee Service** means that component of the NPP Basic Infrastructure that enables the performance of Confirmation of Payee Lookups.

**Confirmation of Payee Sample Customer Terms and Conditions** means the Secondary Document titled Confirmation of Payee Sample Customer Terms and Conditions.

**Confirmed Data Record** means a record of a Customer's Account held by its Payee Participant or any Identified Institution for whom it acts as a Representative containing Account details, the Account



**CoP Service Provider** means SWIFT or any other future vendor providing the CoP Service.

**CoP User** means a Payer Customer, or a payment service provider authorised by the Payer Customer to make payments from the Payer Customer's Account. A CoP User may be a Payment Initiator.

**Creditor** means a Payee customer of an NPP Participant or any Identified Institution for whom it acts as a Representative, as the context requires.

**Customer** means the end customer of an NPP Participant, Identified Institution or Connected Institution (as applicable).

**Daily Customer Screening** means a process for screening Account Holders of NPP-enabled Accounts:

(a) against the Sanctions List promptly after notification by the Account Holder of a change of name or change in beneficial owner name; and

(b) against any changes to the Sanctions List,

on a daily basis.

**Debtor Payment Arrangement** has the meaning given in the Product Procedures.

**Developed Materials** has the meaning given in Product Rule N3.1(c).

**Domestic SWIFT User** means a body corporate that has been authorised by SWIFT to be a SWIFT member for the purposes of subscribing to SWIFT Services.

**Duplicate Detection Window** means, in relation to any NPP Payment, the period of 48 hours after receipt by the Payee Participant of the initial Clearing Request.

**Duplicate Payment** means an NPP Payment which has the same Transaction ID as another NPP Payment (but which is not a Replay).

**End Point Security Assessment Protocol** means the Secondary Document titled End Point Security Assessment Protocol..

**ePayments Code** means the electronic payments code, administered by ASIC, which regulates electronic payment facilities in Australia.

**Error Payment** means an NPP Payment initiated by a Payer who is not a 'user' as that term is defined in the *ePayments Code*, which, as a result of the Payer's error, is directed to the wrong Account.

**ESA** means an exchange settlement account maintained by an NPP Participant with the RBA for the purpose of effecting settlement of, amongst other interinstitutional payment obligations, the obligations required by these Product Rules to be settled via the FSS.

**External Document** has the meaning given in the section titled 'AP+ Scheme Rules' (immediately prior to Product Rule N1).

**Financial Institution to Document Host Interface Specification** means the interface specification for the interaction and messaging between document hosts and NPP Participants.

**FSS** means the Fast Settlement Service operated by the RBA as a part of RITS, for settlement of NPP Payments by Full Participants and Settlement Participants.

**FSS Outage** means an Outage of the FSS.

**Full Participant** means an NPP Participant which:

(a) connects directly to the NPP Basic Infrastructure for the purposes of sending and receiving NPP Payments and Non-Value Messages; and

(b) is authorised by the RBA to use the FSS for settlement of NPP Payments.

**Harmonisation Date** has the meaning given the section titled ‘AP+ Scheme Rules’ (immediately prior to Product Rule N1).

**High Band Participant** means an actual or prospective NPP Participant with greater than or equal to \$100 billion in total assets.

**Identified Institution** means an institution that is not connected to the NPP Basic Infrastructure, but which has an arrangement with one or more NPP Participants to clear and/or settle NPP Payments and/or execute CoP Lookup Requests on its behalf using the institution’s BSB, associated BIC11 and payment routing information, as relevant, as set out in the NPP Business Reference Data Tables.

**IVTS** means an International Value Transfer Service, as that term is defined in the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

**Note:** any reference to IFTI in NPP Message Usage Guidelines or testing documentation is to be taken as a reference to IVTS. The terms IFTI will be replaced with “IVTS” throughout the NPP Message Usage Guidelines in a future release.

**IVTS Payment** means a credit transfer initiated by an NPP Participant in relation to an IVTS and sent through the International Payments Service, to direct that IVTS to another NPP Participant, where the beneficiary is the Account Holder of the Account to which funds are credited as part of an NPP Payment.

**Implementation Date** means the date determined by the Scheme Operator to be the date which an Applicant or Overlay Service Provider could commence implementation of its Project Plan for a new Overlay Service.

**Incident Management Procedures** for the purposes of the NPP Scheme, includes the procedures set out in Product Procedures Volume 10, the framework set out in Product Procedures N10.18 (Incident Management Framework overview) and any incident management plans developed by the NPP Incident Response Group.

**Indeterminate Settlement Status** means, in relation to a Cleared NPP Payment:

- (a) that no Settlement Notification has been received by either the Payer Participant or the Payee Participant within the timeout values for Settlement Notifications prescribed by the Product Procedures; and
- (b) that neither the Payer Participant nor the Payee Participant is able to confirm that Cleared NPP Payment as having been either settled or rejected by reference to the FSS; and
- (c) the Payer Participant PAG has not initiated a Settlement Abort Notification in relation to that Cleared NPP Payment.

**Initial Eligibility Requirements** means the administrative and regulatory eligibility requirements for participation set out in:

- (a) Product Rules N4.2(a) to N4.2(g), for prospective NPP Participants; and
- (b) Product Rules N4.6(a) to N4.6(h) for prospective Connected Institutions.

**Initiating Participant** means the NPP Participant or Connected Institution which sends a Payment Initiation Request via the NPP for processing, and in the context of the MPS has the meaning given in Product Rule N17.

**Initiating Party** means the person on whose behalf the Initiating Participant sends a Payment Initiation Request via the NPP for processing, and in the context of the MPS has the meaning given in Product Rule N17.

**Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, database rights,

trademarks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the conventions establishing the World Intellectual Property Organisation 1967, and including any rights in respect of any application, or right to apply, for registration of any of such rights.

**Interface Connection** means the connection of an NPP Participant's or Connected Institution's Back-Office System to the NPP Basic Infrastructure.

**International Payments Service** means the NPP service that supports the processing of IVTS Payments as set out in Product Procedure N4.4.1 (d).

**Inter-organisation Compensation Rules** means the document published by the Australian Payments Network entitled 'Inter-organisation Compensation Rules' version E005 dated 13 May 2014, and does not include any other versions or variations other than those approved by the Scheme Operator under Product Rule N6.10.

**Issuer Identification Number** means the unique identification number allocated to an NPP Participant or Identified Institution by an authorised Australian standards body under ISO/IEC 7812.

**Key Supplier** has the meaning given in the MISD.

**KYC Due Diligence Framework** means a framework developed and implemented by each NPP Participant that contains the following features as a minimum:

- (a) identification of all relevant customer identification obligations under the Australian AML/CTF Regime;
- (b) risk assessment methodology in relation to each such identified obligation;
- (c) process for the identification and management of compliance with such identified obligations (for example, processes for the management of compliance with identified obligations including ongoing review of KYC/beneficial owner information, and controls to protect against holding accounts in the name of a sanctioned entity, which must include Daily Customer Screening);
- (d) process for engaging with Regulatory Authorities including to report and comply with requests for information;
- (e) process for implementation, monitoring and oversight of the framework; and
- (f) a process for establishing that each Identified Institution to which it provides NPP Payments clearing and / or settlement services has a similar framework in place for ensuring compliance with its own obligations under the Australian AML/CTF Regime and a process for Daily Customer Screening.

**Level 1 Overlay Service** means a proposed Overlay Service which requires no changes to the NPP Basic Infrastructure, the Interface Connection or the NPP Core Clearing and Settlement Rules.

**Level 2 Overlay Service** means a proposed Overlay Service which requires Minor Change to the NPP Basic Infrastructure, the Interface Connection or the NPP Core Clearing and Settlement Rules.

**Level 3 Overlay Service** means an Overlay Service which requires Major Change to the NPP Basic Infrastructure, the Interface Connection or the NPP Core Clearing and Settlement Rules.

**Limited Addressing Lookup** means a request to look up and provide the Alias Name registered for a particular Alias Identifier, together with the Registering Participant of that Alias Identifier.

**Limited Alias Information** means the Alias Identifier and Alias Name for an Account.

**Low Band Participant** means an actual or prospective NPP Participant with less than \$10 billion in total assets.

**Major Change** means any change to the NPP Basic Infrastructure, the Interface Connection or NPP Core Clearing and Settlement Rules required to support an Overlay Service, other than a Minor Change.

**Mandate** has the meaning given in Product Rule N17.1(b).

**Mandate Claim** has the meaning given in Product Rule N17.10(c).

**Mandate Claim Dispute Fee** means the dispute resolution fee payable under Scheme Rule 19.3 (Disputes) and Product Rule 0, where the Dispute in question relates to a Mandate Claim, as determined by the ICCC and published by the Scheme Operator from time to time.

**Mandate Management Service** and **MMS** means the centralised secure, access-controlled database of Mandates managed by the Scheme Operator.

**Mandate Payment Initiation Request** has the meaning given in Product Rule N17.1(c).

**Mandated Payments Service** and **MPS** means the NPP business service described in Product Rule N17.

**Manuals** has the meaning given in clause 13(a) of the MISD and includes, without limitation:

- (a) the NPP Service Description;
- (b) the NPP User Documentation;
- (c) the NPP Escalation Manual; and
- (d) the NPP Configuration Browser.

**Medium Band Participant** means an actual or prospective NPP Participant with \$10 billion or more in total assets but less than \$100 billion in total assets.

**Membership Criteria** in respect of:

- (a) Full Participants, Clearing Participants, Settlement Participants and Connected Institutions, means the Initial Eligibility Requirements and the Admission Eligibility Requirements that apply to the relevant capacity of membership; and
- (b) Overlay Service Providers, means the criteria set out in Product Rule N4.8.

**Minor Change** means any change to the NPP Basic Infrastructure, the Interface Connection or the NPP Core Clearing and Settlement Rules required to support an Overlay Service, which does not require a re-orchestration of NPP Message flows, including, but not limited to, such changes as the addition of a data field in the NPP Message format.

**MISD** or **Master Infrastructure and Services Deed** means the deed relating to the design, development and operation of the NPP, dated 2 December 2014 between the Scheme Operator and SWIFT.

**MISD Losses** has the meaning given in the MISD.

**Misdirected Payment** means an NPP Payment initiated by a Payer, using an Alias as a proxy for the destination Alias Address, which is directed to an incorrect Account because the Registering Participant has not correctly registered or maintained the Alias Information associated with the Account.

**Mistaken Payment** means an NPP Payment initiated by a Payer who is a 'user', as that term is defined in the *ePayments Code*, which, as a result of the Payer's error, is directed to the wrong Account, for example the Payer:

- (a) uses or inputs incorrect Payee Account details in the initiation message, either accidentally or because of being advised by the Payee of wrong Account details; or
- (b) selects the incorrect Payee from a list of potential payees.

**MMS API** means an API developed by the Scheme Operator for use by NPP Participants and Connected Institutions interacting with the MMS.

**MPS Implementation Guide** means the document published by the Scheme Operator to NPP Participants, Connected Institutions and other parties entitled 'MPS Implementation Guide'.

**MPS User** means a Creditor or Payment Initiator who is authorised and approved by an NPP Participant, or any Identified Institution for whom it acts as a Representative, to use the MMS and the MPS.

**MPS User Compromise** means unauthorised access to the MPS User's system by a third party acting fraudulently or personnel compromise.

**MPS User Control Failure** means the MPS User or Initiating Participant has not implemented or applied the relevant mandatory controls set out in Volume 2 and 3 of the MPS Implementation Guide.

**MPS User Misrepresentation** means the Initiating Party Name, Initiating Party Legal Name, Mandate Purpose Code or Merchant Category Code is incorrect in the Mandate or Mandate Payment Initiation Request.

**MQ Environment** means IBM WebSphere MQ middleware used for securely exchanging NPP Messages between the Payments Connector of NPP Participants and FSS and the NPP Basic Infrastructure.

**Network Agreement** means a network connection and services agreement entered into between an NPP Participant (other than a Settlement Participant) or a Connected Institution and a Vendor Network Partner.

**New Payments Platform** or **NPP** means the new payments platform developed and established under the MISD which:

- (a) facilitates on a 24x7 basis near real-time clearing and settlement of AUD NPP Payments which may be initiated using either an Alias or destination Account details;
- (b) facilitates on a 24x7 basis near real-time exchange of Non-Value Messages;
- (c) provides enhanced capability to exchange remittance information;
- (d) is accessible to all ADIs (and other approved entities) on an equitable basis;
- (e) is efficient, flexible and scalable, and has high levels of reliability and security; and
- (f) supports ongoing innovation in payment services including through enablement of multiple overlay services tailored to particular payment needs.

**Non NPP Reachable Account** means an Account that cannot receive NPP Payments.

**Non-Value Message** means a non-value message, such as a Payment Initiation Request or inquiry message, which may be sent and received via the NPP Basic Infrastructure.

**Notifiable Components** comprises Back Office System, NPP Componentry and Channel Infrastructure.

**NPP Basic Infrastructure** means the New Payments Platform comprising the network, switching and addressing infrastructure and systems developed by or on behalf of the Scheme Operator which:

- (a) supports the exchange of Non-Value Messages between NPP Participants and Connected Institutions; and
- (b) facilitates the clearing and settlement of NPP Payments between NPP Participants.

**NPP Business Reference Data** means the information and data provided by NPP Participants to, and collated and maintained by, the Scheme Operator identifying:

- (a) NPP Participants, Connected Institutions, Identified Institutions and Overlay Service Providers and their associated BSBs, BIC8s for NPP Payment and Non-Value Message routing purposes, BIC11s (for NPP Participants only), Issuer Identification Numbers and other payment routing information;
- (b) NPP Participants' clearing and/ or settlement agency arrangements with Identified Institutions and other NPP Participants; and
- (c) members of NPP CUGs.

**NPP Business Reference Data Tables** means the database of NPP Business Reference Data which is maintained by the Scheme Operator.

**NPP Change Management Process** means the methodology and process established by the Scheme Operator for the evaluation and testing of Change Proposals and for the implementation of Approved Changes.

**NPP Closed User Group** or **NPP CUG** means a group of NPP Participants and/or Connected Institutions admitted by the Scheme Operator to use the NPP Basic Infrastructure for the purpose of sending and receiving NPP Payments or Non-Value Messages associated with a particular business service, and includes, in relation to:

- (a) any Overlay Service, the group of NPP Participants which are OS Subscribers, and/or which provide clearing and/or settlement services to OS Subscribers which are not NPP Participants, to that Overlay Service; and
- (b) IVTS Payments, the group of NPP Participants which have elected to use the NPP Basic Infrastructure to send and receive IVTS Payments.

**NPP Componentry** means the software, hardware and other Services provided by the Scheme Operator, to establish connectivity to the NPP Basic Infrastructure, including:

- (a) the Payments Gateway (PAG) licence;
- (b) one or more hardware security modules (HSM);
- (c) the Alliance Gold Connectivity Pack;
- (d) the SWIFT Net Link base licence (SNL);
- (e) the Domestic Messaging Channel licence (DMC);
- (f) the SWIFT Alliance Gateway (SAG); and
- (g) consultancy services as described in Schedule 8 of the MISD.

**NPP Contacts Database** means the database maintained and published by the Scheme Operator containing details of the NPP Operational Managers and the NPP Incident Managers nominated by each NPP Participant, Connected Institution and Overlay Service Provider, and any other representatives of those parties as considered necessary by the Board.

**NPP Core Clearing and Settlement Rules** means:

- (a) the obligations to use the NPP Message Collection, in accordance with the NPP Message Usage Guidelines (including obligations to apply NPP Message format and orchestration rules);
- (b) the addressing service liability and usage rules specified in Product Rules N6.9(d) and N8 and Product Procedures Volume 5;
- (c) the minimum message response times and clearing and settlement operational requirements specified Product Rule N6 and Product Procedures Volume 3;

- (d) the requirement to settle via the FSS in accordance with Product Rule N7, and the Product Procedures N3.10 (Settlement);
- (e) the Incident management arrangements specified in Scheme Rule 15 (Incident management and product suspension) and the Product Procedures Volume 10;
- (f) the Outage management requirements specified in Product Rules N5 and Scheme Rule 15 (Incident management and product suspension), and Product Procedures Volume 10;
- (g) the requirements to use the investigation messages and process specified in Product Rule N6.8, and the Product Procedures Volume 9; and
- (h) the obligation to apply Product Rule N3.7(e) for the purposes of resolving which party has responsibility for administration of requirements in circumstances where both the Scheme Documentation and OS Rules potentially apply.

**NPP Incident Manager** means the representative of each NPP Participant, Connected Institution and Overlay Service Provider responsible for the management of all reporting and other activity in relation to resolution of an Incident.

**NPP Message** means a financial message within the NPP Message Collection formatted in accordance with ISO 20022.

**NPP Message Collection** means the set of ISO 20022 messages approved and published by the Scheme Operator for use within the NPP Basic Infrastructure and includes, without limitation:

- (a) Clearing Request (pacs.008);
- (b) Clearing Notification (pacs.002);
- (c) Clearing Abort Notification (pacs.002);
- (d) Settlement Request (pacs.009);
- (e) Settlement Notification (pacs.002);
- (f) Settlement Abort Notification (pacs.002);
- (g) Payment Initiation Requests and associated status messages (pain.001, pain.002, pain.013 and pain.014);
- (h) Request for Payment Return (camt.056);
- (i) NPP Payment Return (pacs.004); and
- (j) Investigations messages (camt.035, camt.030 and camt.029).

**NPP Message Usage Guidelines** means the guidelines published by the Scheme Operator which describe how specific ISO20022 messages are to be used within NPP and which define the usage of specific message elements including value, optionality and conditionality.

**NPP Operational Manager** means the representative of each NPP Participant, Connected Institution and Overlay Service Provider who is responsible for day-to-day management and reporting in relation to the NPP Basic Infrastructure and/or NPP participation.

**NPP Ordering Portal** means the eOrdering Portal hosted by SWIFT, on behalf of the Scheme Operator, to enable current and prospective NPP Participants and Connected Institutions to order NPP Componentry and Additional Components.

**NPP Participant** means a Full Participant, a Clearing Participant or a Settlement Participant.

**NPP Participant Back Office Design Considerations** means the document published by the Scheme Operator which sets out the requirements for NPP Participants' and Connected Institutions' Back Office Systems.

**NPP Participation Fee** means the applicable fee determined by the ICCC and published by the Scheme Operator from time to time, for the right to:

- (a) directly connect to the NPP and participate in the NPP as either a Full Participant or Clearing Participant;
- (b) participate in the NPP as a Settlement Participant; or
- (c) connect to the NPP and participate in the NPP as a Connected Institution.

**NPP Payments** means Basic Single Credit Transfers, OS Payments, IVTS Payments and associated messages.

**NPP Payment Return** means a NPP Message (pacs.004) that a Payee Participant will send to effect a return of a settled Misdirected Payment, Mistaken Payment, Error Payment, Duplicate Payment or other settled NPP Payment which it determines to return (as an unsolicited NPP Payment Return) or which it returns pursuant to a Payer Participant's Request for Payment Return (camt.056).

**NPP Portal** means the internet-based portal provided by the Scheme Operator to Scheme Actors, the RBA and Scheme Service Providers.

**NPP Reachable Account** means an Account within a BSB within the NPP Business Reference Data Tables that can receive NPP Payments.

**NPP Reports** means the reports produced by SWIFT for the Scheme Operator pursuant to the MISD and/or CMS Deed, and/or CoP Deed, and includes for the avoidance of doubt:

- (a) reports on NPP Participant PAG activity and FSS PAG activity;
- (b) multidimensional analytics on NPP traffic data;
- (c) statistical reporting on Addressing Service usage;
- (d) statistical reporting on Mandate Management Service usage;
- (e) Leased Line Usage report (as defined in the MISD);
- (f) Fraud and Scam Reporting; and
- (g) statistical reporting on Confirmation of Payee Service usage.

**NPP Security Framework** means the security standards and requirements prescribed for NPP Participants, Connected Institutions and Overlay Service Providers as set out in the Product Procedures N2.39 (NPP Security requirements).

**NPP Testing Protocol** means the testing plans and protocols established by the Scheme Operator and/or SWIFT for testing software and logical connection of NPP Componentry and Additional Components to the NPP Basic Infrastructure.

**NPP Volumetric Model** means the model, and underlying methodology and approach, developed by the Scheme Operator to define the Target Transaction Throughput for the NPP Basic Infrastructure and the relative entitlements of NPP Participants (and Connected Institutions) to resource capacity (as set out in the Product Procedures N2.38 (Connectivity Requirements and minimum technical standards)).

**Observed Data Holder** means an NPP Participant, or Connected Institution or Overlay Service Provider that has been admitted to the NPP Closed User Group to provide proprietary name matching results based on their Observed Data Records.

**Observed Data Lookup Request** means a request to look up a Payee Customer's Account and receive a response based on the Observed Data Record.

**Observed Data Record** means a record of a Payee Customer's Account held by an Observed Data Holder and created by observing payments to and from the Payee Customer's account.

**On-Boarding Process** means the registration process through which NPP Participants and Connected Institutions register with SWIFT, either to become:

- (a) SWIFT Users or Domestic SWIFT Users, BIC8 Holders and subscribers to the PKI Management Service, or
- (b) in the case of Settlement Participants, to become BIC8 Holders;

to receive the benefit of the SWIFT Services applicable to those categories.

**On-Us Data Holder** means an NPP Participant that provides On-Us Data Records to an On-Us Matching Service or the Central Matching Service.

**On-Us Data Lookup** means a look up of a Payee Customer's Account from an On-Us Data Record sent to an On-Us Matching Service for matching.

**On-Us Matching Service** means any name matching logic engine used by an On-Us Data Holder and CoP Data Requestor (where the CoP Data Requestor is the On-Us Data Holder, an Identified Institution that it acts as Representative for or the Payment Initiator) for On-Us Data Records and On-Us Data Lookups that is not the Central Matching Service.

**On-Us Data Record** means a record from a data set an NPP Participant has access to of the Account Details of:

- (a) its own Payee Customer;
- (b) the Payee Customer of an Identified Institution it acts as Representative for; or
- (c) the Payee Customer of the NPP Payment it was the Payment Initiator for,

where the record is not an Observed Data Record.

**Order** means an order submitted to the Scheme Operator pursuant to the Reseller Process.

**Organisation Identifier** means a name, word or any combination of alphanumeric or other approved characters which accurately represents the name of an Account Holder who is a business customer or organisation and which also contains:

- (a) a description of the business or organisation undertaking, campaign or product; and/or
- (b) the geographic location of the business or organisation including suburb/town and state.

**OS Rules** means Overlay Service Rules.

**Osko Brand Identity Guidelines** means the Secondary Document titled the Osko Brand Identity Guidelines published on the NPP Portal, as varied by the Scheme Operator from time to time.

**Osko Customer Experience Requirements and Guidelines** means the Secondary Document that sets out minimum customer experience features that must be implemented by Osko Participants.

**Osko Participant** means an NPP Participant or Identified Institution that processes Osko Payment Instructions.

**Osko Payer Participant** means an Osko Participant that accepts Payer Directions and processes Payment Instructions on behalf of its Payer Customers.

**Osko Payment** means a Payment Instruction processed as a Basic Single Credit Transfer message by an Osko Participant through the NPP Basic Infrastructure.

**Osko Sample Customer Terms and Conditions** means the Secondary Document titled Osko Sample Customer Terms and Conditions.

**OSP Application Fee** means the fee to be payable by an Applicant upon lodgement of an Application for Membership to become an OSP in accordance with Product Rule N4.9, as determined by the ICCC and published by the Scheme Operator from time to time.

**Outage** in relation to:

- (a) a Full Participant, Clearing Participant or Connected Institution, means a total or partial PAG outage or Back Office System outage, whether of an intermittent nature or not, which persists for a period of 5 minutes or more. For clarity, an Outage of this kind is a technical process, communications or other failure for the purposes of paragraph (a)(i) of the definition of "Incident" in the Scheme Glossary; and
- (b) in relation to the FSS PAG, means an outage notified by the RBA to the Scheme Operator.

**Overlay Service** or **OS** means a payment service, or payment-related service, using the NPP Basic Infrastructure, to be provided by an Overlay Service Provider to Overlay Service Subscribers.

**Overlay Service Commencement Date** means the date determined by the Scheme Operator under Product Rule N4.12 to be the earliest approximate date upon which a new Overlay Service could commence operation.

**Overlay Service Identifier** means the unique code allocated by the Scheme Operator to an Overlay Service to identify Overlay Service Payments.

**Overlay Service Payment** or **OS Payment** means an overlay service payment transaction, and associated messages, cleared and settled using the NPP Basic Infrastructure by an NPP Participant (which is either an OS Subscriber or a provider of NPP clearing and settlement services to an OS Subscriber) pursuant to scheme rules established by an Overlay Service Provider.

**Overlay Service Provider** or **OSP** means a person whose application to provide an Overlay Service has been accepted by the Scheme Operator.

**Overlay Service Rules** or **OS Rules** means all of the commercial, technical and other terms and conditions upon which an OSP provides an Overlay Service to OS Subscribers.

**Overlay Service Subscriber** or **OS Subscriber in relation to an Overlay Service** means a subscriber to the Overlay Service.

**PAG** means the SWIFT payments gateway software running on an NPP Participant's (other than a Settlement Participant) or Connected Institution's or the RBA's FSS infrastructure.

**Participation Change** means the on-boarding by the Scheme Operator of a prospective NPP Participant or Connected Institution under these Product Rules.

**Participation Change Date** means:

- (a) one of at least four dates in each calendar year specified by the Scheme Operator, by 30 September in the previous calendar year, as being the Participation Change dates for that calendar year; and

- (b) subject to at least 1 months' notice being given to all NPP Participants, Connected Institutions and Overlay Service Providers, any other date in a calendar year specified by the Scheme Operator as being a Participation Change Date for the purposes of these Product Rules.

**Participant Documentation** means the Manuals and any technical or operational documentation provided by the Scheme Operator, either directly or via SWIFT, to NPP Participants and Connected Institutions, which is designated as such.

**Participation Reimbursement Fee** or **PRF** means the fee payable by Initiating Participants to Payer Participants for NPP Payment Initiations on the MPS, as referred to in Product Rule N17.12.

**Payee** or **Payee Customer** means, in relation to an NPP Payment, the Account Holder of the destination Account.

**Payee Participant** in relation to an NPP Payment, means the NPP Participant to which the Clearing Request is directed, for itself or as Representative of an Identified Institution.

**Payer** or **Payer Customer** means, in relation to an NPP Payment, the Account Holder of the source Account.

**Payer Participant** in relation to an NPP Payment, means the NPP Participant which sends a Clearing Request, for itself or as Representative of an Identified Institution for whom it acts as a Representative.

**PayID Brand Guidelines** means the Brand Guidelines that apply to the use of the PayID branding.

**Payment Initiation Message** means A Non-Value Message (pain.001, pain.002, pain.013 and pain.014) used between Connected Institutions and NPP Participants.

**Payment Initiation Request** means the NPP message (pain.001 or pain.013) that instructs the initiation of an NPP Payment, and in the context of the MPS means a Mandate Payment Initiation Request.

**Payment Initiator** means a payment service provider who, whether acting on behalf of the Payer Customer or a Creditor, is authorised by the Payer Customer to initiate payments from the Payer Customer's Account. A Payment Initiator may be an MPS User (sponsored by an NPP Participant). A Connected Institution may be, or may act for, a Payment Initiator.

**Payment Instruction** means a direction from a Payer Customer to their Payer Participant to effect an Osko Payment.

**Payments Connector** means, in relation to any NPP Participant (other than a Settlement Participant) or Connected Institution, any internal system it operates to provide a business accept/reject response to an incoming NPP Payment or Non-Value Message, including Payment Initiation Messages, within the timeframes prescribed by the Product Procedures.

**PayTo Brand Guidelines** means the Brand Guidelines that apply to the use of the PayTo branding.

**PKI Management Service** means the NPP public key management infrastructure service provided by SWIFT to Domestic SWIFT Users and SWIFT Users.

**Preference Shareholder** means a preference shareholder in the Scheme Operator.

**Prescribed Minimum** means the NPP Componentry and any Additional Components determined by the Scheme Operator from time to time to be the minimum required to support an NPP Participant's, or Connected Institution's, estimated NPP Payment and Non-Value Message volumes.

**Product** means the NPP payment product that is the subject of the AP+ Scheme Rules, Product Rules and Product Procedures.

**Project Plan** means the OSP's plan for on-boarding a new Overlay Service.

**Proprietary Observed Data** means any data set an NPP Participant, sponsored Identified Institution, Connected Institution, or Overlay Service Provider may have access to regarding an Account or Account Holder, not received via the CoP Service, which may include back-office data, or third-party supplied data.

**Provisioning Agreement** means an agreement between an NPP Participant or a Connected Institution and the Scheme Operator to provide the NPP Componentry and any Additional Components necessary to establish, maintain and operate a connection to the NPP Basic Infrastructure.

**Reason Code** means a code, as set out in the Product Procedures N3.17 (Clearing Notification and Settlement Notification Reason Codes), which may be applied to an NPP Message indicating the reason for the rejection of Payment Initiation Requests, Clearing Requests, Settlement Requests, Clearing Notifications or Settlement Notifications.

**Registering Participant** means the Full Participant or Clearing Participant which:

- (a) services the Account/s in relation to which Alias Information is registered, or to be registered, in the Addressing Service; or
- (b) provides NPP Payments clearing services to an Identified Institution or a Connected Institution which services the Account/s in relation to which the Registering Participant is contractually authorised, and entitled by these Product Rules, to register, maintain and deregister Alias Information in the Addressing Service.

**Regulatory Authorities** means AUSTRAC (Australian Transaction Reports and Analysis Centre) and / or DFAT (Department of Foreign Affairs and Trade).

**Replay** means the resending of an NPP Message with the same Transaction ID.

**Request for Payment Return** means the NPP Message (camt.056) generated by a Payer Participant to request the return of a settled NPP Payment.

**Reseller Process** means the process established by the Scheme Operator to facilitate the ordering of NPP Componentry and Additional Components by connected NPP Participants, Connected Institutions, and eligible Applicants.

**Retry** means the resending of an NPP Message using the 35<sup>th</sup> character of the Transaction ID or Return ID to indicate that the message is being retried.

**Return ID** means the unique transaction reference assigned by the Payee Participant's Back Office System to each NPP Payment Return sent from its PAG and which is to be included in all subsequent and associated NPP Messages.

**RITS** means the Reserve Bank Information and Transfer System.

**RITS Regulations** means the rules prescribed by the RBA for the use of RITS.

**Sanctions Compliance Framework** means a framework developed and implemented by each NPP Participant that contains the following features as a minimum:

- (a) identification of all relevant obligations under the Australian Sanctions Regime;
- (b) risk assessment methodology in relation to each such identified obligation;
- (c) process for the identification and management of compliance with such obligations (for example, processes for the management of compliance with identified obligations which may include screening of NPP Messages), including the NPP Participant's approach to the taking of reasonable precautions and the exercise of due diligence;
- (d) without limiting the generality of paragraph (c), a process for Daily Customer Screening;
- (e) process for engaging with Regulatory Authorities including to report breaches, comply with requests for information and seek permits;

- (f) process for implementation, monitoring and oversight of the framework; and
- (g) a process for establishing that each Identified Institution to which it provides NPP Payments clearing and / or settlement services has a similar framework in place for ensuring compliance with its own obligations under the Australian Sanctions Regime and a process for Daily Customer Screening.

**Sanctions List** means the Consolidated List published by the Department of Foreign Affairs and Trade.

**Secretary** means the company secretary of the Scheme Operator.

**Services** means those SWIFT Services which the Scheme Operator provides to NPP Participants and Connected Institutions.

**Settlement Abort Notification** means an NPP Message (pacs.002) generated by the Payer Participant PAG in the event that a Settlement Notification (pacs.002) is not received within the configured timeout value.

**Settlement Notification** means an NPP Message (pacs.002) generated by the FSS PAG and sent to the Payer Participant PAG and the Payee Participant PAG, which indicates the settlement status of a Cleared NPP Payment.

**Settlement Participant** means an NPP Participant which is not connected to the NPP Basic Infrastructure, but which is authorised by the RBA to use the FSS for settlement of NPP Payments.

**Settlement Request** means an NPP Message (pacs.009) generated by the Payer Participant PAG which contains details of the NPP Payment sent to the FSS PAG for settlement.

**STP Channel** means a straight-through-processing channel maintained and configured by an Overlay Service Provider for the purpose of providing an Overlay Service.

**SWIFT** means S.W.I.F.T. Domestic Australia Pty Limited (ACN 602 666 142).

**SWIFT SCRL** means S.W.I.F.T SCRL with registered address at Avenue Adele, 1, 1310 La Hulpe, Belgium (0413.330.856 – RPM Nivelles).

**SWIFT Services** means the services provided by SWIFT under the MISD to the Scheme Operator for the benefit of the Scheme Operator and the NPP Participants and Connected Institutions (which are defined therein as “Participants”).

**SWIFT User** means a body corporate that has been authorised by SWIFT SCRL as a “SWIFT User” in accordance with SWIFT SCRL’s internal rules.

**Target Transaction Throughput** means the target transaction and message throughput for the NPP Basic Infrastructure as defined by the NPP Volumetric Model.

**Technology Evolution** means any improvement, upgrade, supplement, modification, replacement, enhancement or other change to the systems, hardware, software, telecommunications systems and interfaces used in the NPP Basic Infrastructure and process and methods used to provide the SWIFT Services.

**Technology Maintenance Plan** means the NPP Basic Infrastructure maintenance plan established by SWIFT and approved by the Scheme Operator in accordance with clause 14.6 of the MISD, which sets out the requirements and timeframes for the release, testing and deployment of regular and ad hoc software patches and upgrades for the NPP Basic Infrastructure.

**Transaction Fees** means the NPP Basic Infrastructure or Mandate Management Service usage fees payable by NPP Participants (other than Settlement Participants) and Connected Institutions, as determined by the ICCC and as published by the Scheme Operator from time to time.

**Transaction ID** means the unique transaction reference assigned by the Payer Participant's Back Office System to each Clearing Request sent from its PAG and which is to be included in all subsequent and associated NPP Messages.

**Vendor Network Partner** means a provider of network connectivity services, specified by SWIFT in the MISD.

**Verification Standards** means the standards and requirements for verifying the authority of Account Holders to use the Alias Identifiers approved for use in NPP, by the Scheme Operator from time to time, as set out in the Product Procedures.

## APPENDIX A. AMENDMENT HISTORY

Version 1.0	Adopted by NPP Australia Limited 1 July 2017
Version 2.0	Amendments approved by NPP Australia Limited 01 August 2017
Version 3.0	Amendments approved by NPP Australia Limited 20 December 2018
Version 4.0	Amendments approved by NPP Australia Limited 20 June 2019
Version 5.0	Amendments approved by NPP Australia Limited 12 September 2019
Version 6.0	Amendments approved by NPP Australia Limited 28 November 2019
Version 7.0	Amendments approved by NPP Australia Limited 20 May 2020
Version 8.0	Amendments approved by NPP Australia Limited 2 December 2020
Version 9.0	Amendments approved by NPP Australia Limited 30 June 2021
Version 10.0	Amendments approved by NPP Australia Limited 7 December 2021
Version 11.0	Amendments conditionally approved by NPP Australia on 30 June 2021 and 7 December 2021 upon completion of the consolidation of NPPA, BPAY Holding and ePAL. Transaction completion occurred on 9 February 2022.
Version 12.0	Amendments approved by NPP Australia Limited 26 April 2022
Version 13.0	Amendments approved by NPP Australia Limited 14 June 2022
Version 14.0	Amendments approved by NPP Australia Limited 12 September 2022
Version 15.0	Amendments approved by NPP Australia Limited 9 December 2022
Version 16.0	Amendments approved by NPP Australia Limited 7 September 2023
Version 17.0	Amendments approved by NPP Australia Limited 21 November 2023
Version 18.0	Amendments approved by NPP Australia Limited 12 March 2024
Version 19.0	Amendments approved by NPP Australia Limited 16 April 2024
	Harmonised Rules approved by AP+ Board August 2024
Version 20.0	Amendments approved by NPP Australia Limited 13 August 2024
Version 21.0	Amendments approved by NPP Australia Limited 24 September 2024
Version 22.0	Amendments approved by NPP Australia Limited 20 November 2024
Version 23.0	Amendments approved by NPP PRC 4 March 2025
Version 24.0	Amendments approved by NPP PRC 8 April 2025
Version 25.0	Amendments approved by NPP PRC 7 August 2025
Version 26.0	Amendments noted by NPP PRC 2 December 2025 Amendments approved the AP+ Board on 27 November 2025.
Version 27.0	Amendments approved by AP+ Board on 17 October 2025.
Version 28.0	Amendments approved by NPP PRC 23 April 2026