
Superannuation Data and Gateway Services Standards for Gateway Operators transacting within the Superannuation Transaction Network

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4.3	10/12/2018	Addition of data breach notification requirements to 6.9 (f).		
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1 Preamble

- (a) This Superannuation Data and Gateway Services Standards for Gateway Operators transacting within the Superannuation Transaction Network (the **Gateway Standards**), as may be amended or updated from time to time as agreed by the parties, sets out minimum technical and operating requirements for Gateway Operators in relation to messages sent or received in connection with Superannuation Transactions.
- (b) These Gateway Standards also requires that Gateway Operators comply with the *Superannuation Data and Payment Standards 2012* (the **Data and Payment Standards**) and all schedules, annexures and associated documents, issued by the Australian Taxation Office (ATO), including as amended and updated by the ATO from time to time. The Data and Payment Standards require employers and superannuation funds and their agents to comply with certain requirements in the processing of Superannuation Transactions.
- (c) The Gateway Standards apply to all persons or entities which operate a Gateway (whether on its own behalf or on behalf of another person or entity) and which have accepted these Gateway Standards by submitting an application to become a Gateway Operator under the **Memorandum of Understanding**.
- (d) Without limiting paragraph (a), each Gateway Operator acknowledges that these Gateway Standards may be subject to review from time to time.

2 Statement of purpose

The purpose of these Gateway Standards is to:

- (a) ensure adherence to certain minimum requirements, encouraging consistent quality of service across the superannuation industry;
- (b) promote the efficiency and effectiveness of superannuation processes;
- (c) realise lower cost, faster and more secure superannuation processes; and
- (d) promote transparency and inclusiveness of all industry participants in effecting superannuation processes.

3 Application and effect

3.1 Effect of these Gateway Standards

- (a) Each Gateway Operator acknowledges that it is bound to:
 - (i) comply with these Gateway Standards; and
 - (ii) fulfil and perform the obligations and duties imposed on it by or pursuant to these Gateway Standards.
- (b) Each Gateway Operator acknowledges that it might have liability, for a breach by it of these Gateway Standards, to another Gateway Operator.

3.2 Inconsistencies

If a provision of these Gateway Standards is inconsistent with a provision of any of the following instruments, the following order of priority will prevail as between these Gateway Standards and that other instrument (highest to lowest):

- (a) the Data and Payment Standards;
- (b) the Memorandum of Understanding;
- (c) these Gateway Standards,

taking into account at all times that these Gateway Standards may be amended or clarified from time to time, by GNGB or by agreement, the process of which is outlined in the Memorandum of Understanding.

3.3 Gateway Operators act as Principals

- (a) Where a Gateway Operator incurs obligations under these Gateway Standards, that Gateway Operator assumes those obligations as principal notwithstanding any fact, matter or circumstance.
- (b) Except as provided otherwise, no Gateway Operator has authority to bind any other Gateway Operator.

3.4 Governing jurisdiction

Any disputes arising under these Gateway Standards are governed by the laws in force in the state of New South Wales, Australia.

4 Defined terms and interpretation

4.1 Interpretation

- (a) A term or expression starting with a capital letter:
 - (i) which is defined in the Dictionary in clause 4.3 (**Dictionary**), has the meaning given to it in the Dictionary;
 - (ii) which is defined in the **Superannuation Legislation**, but is not defined in the Dictionary, has the meaning given to it in the Superannuation Legislation; and
 - (iii) which is defined in the Memorandum of Understanding, but is not defined in the Dictionary or the Superannuation Legislation, has the meaning given to it in the Memorandum of Understanding.
- (b) In these Gateway Standards:
 - (i) words importing any one gender include all genders;
 - (ii) the word 'person' includes a firm, body corporate, an unincorporated association or an authority;
 - (iii) the singular includes the plural and vice versa;

- (iv) a reference to a statute or code means the statute or code as modified or amended and in operation for the time being, or any statute, code or provision enacted in lieu thereof and includes any regulation or rule for the time being in force under the statute or code;
- (v) a reference to a specific time means Australian Eastern Standard Time unless the context requires otherwise; and
- (vi) headings are inserted for convenience and do not affect the interpretation of these Gateway Standards.

4.2 Relationship with the Data and Payment Standards

These Gateway Standards refer to and should be read in conjunction with the Data and Payment Standards, including all schedules, annexures and associated documents, as updated from time to time and published on the ATO website at www.ato.gov.au.

4.3 Dictionary

APRA means Australian Prudential Regulation Authority.

ATO means the Australian Taxation Office.

Available, with respect to a Gateway, means having an available internet presence and that the Gateway is capable of handling and processing Superannuation Transaction Messages in accordance with all requirements of these Gateway Standards.

Beneficiary means a member of a Superannuation Entity.

Binding Implementation Practice note means a ratified notification which outlines operational guidance on methods or practices for implementing the Gateway Standards and which is binding on Gateway Operators, and forms part of the Gateway Standards. These are referenced in the table at Appendix B.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and national public holidays in Australia.

Business Hours means between 9am to 5pm on a Business Day.

Contingency means any Disabling Event.

Contributions mean the superannuation contributions paid by an employer to a Superannuation Entity on behalf of a Beneficiary.

Change means an alteration, modification or change (including a change in configuration or interoperability parameters) to a network or any network element, including hardware, software, lines or to any operational procedure relating to the use of one or more of those items.

Cryptography Standards means the cryptographic standards described in the 'Approved Cryptographic Algorithms' section of the [Australian Government Information Security Manual](#), as may be updated or revised from time to time.

Data and Payment Standards means the [Superannuation Data and Payment Standards 2012](#) as may be updated or revised from time to time, made under the *Superannuation Industry (Supervision) Act 1993*.

Disabling Event means any:

- (a) processing, communications or other failure of a technical nature;
- (b) inaccessibility (total or partial) of facilities by means of which exchanges are conducted; or
- (c) manifestation of industrial action,

which affects, or may affect, the ability of any Gateway Operator to participate to the normal and usual extent in the exchange of Superannuation Transaction Messages or the Superannuation Transaction Network.

Emergency Remedial Repair means a repair, fix, or patch upgrade to a Gateway Operator's technology, required to enable the continuation of service and gateway availability within the Superannuation Transaction Network.

Fund Validation Service means the electronic service maintained by the ATO for accessing SuperStream details of APRA-regulated funds and retirement savings account (RSA) providers.

Gateway means a Superannuation Transaction Network entry and/or exit point operated by, or on behalf of, an employer or Superannuation Entity for the purpose of routing and/or switching the data comprised in or exchanged in connection with a Superannuation Transaction Message. This excludes any employer's or Superannuation Entity's internal or private gateway, the operation of which (including exchanges of messages) is contained exclusively within the relevant Superannuation Entity's network boundary.

Gateway Contacts Register means a register of contacts for Gateway Operators.

Gateway Network Governance Body means the body responsible for governance oversight of the Superannuation Transactions Network.

Gateway Operator means any person or entity which operates or supplies functions and services, in relation to a Gateway, or intends to, such as Gateway-related data and messaging services within the Superannuation Transaction Network, who has acceded to the MoU and which meets the connection eligibility criteria specified in Clause 8.1.

Gateway Profile means the Gateway profile in accordance with the industry standard underpinned by schedule 5 of the Data and Payment Standards.

Gateway Standards means this document; the *Superannuation Data and Gateway Services Standards for Gateway Operators transacting within the Superannuation Transaction Network* as may be updated or revised from time to time.

Incident Response Plan outlines the actions to take in response to an incident of a security nature.

Industry Peak Period has the meaning given to it in clause 6.6(b).

Information Assets means information and information technology, including software, hardware, and data (both soft and hard copy).

Life-cycle means the process from planning and design through to decommissioning and disposal of an information asset.

Memorandum of Understanding means the document entitled *Memorandum of Understanding for Participants in the Superannuation Transaction Network* (as that document may be subsequently elaborated and replaced), together with and in which context the Gateway Standards is to be read. The Memorandum of Understanding binds Gateway Operators to the

obligations contained within the Gateway Standards. The MoU is referenced in the table in Appendix B.

Nominated Service Contact means a person nominated from time to time by a Gateway Operator for the purposes of receiving notifications under clause 6.12, which person may be listed in the Gateway Contacts Register.

Rollover means the rollover or transfer of a Rollover Superannuation Benefit from one Superannuation Entity to another Superannuation Entity.

Rollover Superannuation Benefit has the meaning given to that term in Section 306.10 of the *Income Tax Assessment Act 1997* (Cth).

SSTC Guidance notes means the guidance notes endorsed by the SuperStream Standard Technical Committee. These are referenced in the table in Appendix B.

Superannuation Legislation means the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Retirement Savings Accounts Act 1997* (Cth) and their associated subordinate legislation or regulations, as amended from time to time.

Superannuation Entity means those superannuation entities which are subject to the Data and Payment Standards.

Superannuation Transaction means any and/or all of the data transactions required to execute a Rollover or a Contribution in accordance with the Data and Payment Standards.

Superannuation Transaction Message means a message within the Superannuation Transaction Network relating to a Superannuation Transaction.

Superannuation Transaction Network means the network used to send and receive Superannuation Transaction Messages between Gateway Operators under the MoU.

Testing Framework means the testing framework and criteria set out in the STN Interoperability Test Plan referenced in Appendix B.

5 Gateway operation overview

5.1 Application

These Standards set out the operating and technical requirements for interaction between and interoperation of Gateways. For clarity, except as otherwise expressly provided, these Standards are not intended to describe the operating and technical requirements for interactions that occur between a Gateway Operator and its clients (that is, employers or Superannuation Entities and their agents), which are the responsibility of the relevant Gateway Operator.

6 Gateway to Gateway interoperability

6.1 Gateway Profile recognition

- (a) Gateway Operators must ensure their Gateway is capable of establishing a messaging connection with all other Gateway Operators and other entities that use a Gateway Profile (including Superannuation Entities) in connection with the operation of a Gateway on the Superannuation Transaction Network.

- (b) Each Gateway Operator must ensure that its Gateway supports the sending and receiving of Superannuation Transaction Messages in compliance with the Gateway Profile.

6.2 Binding Implementation Practice notes

- (a) All gateway operators are required to adopt and comply with all current ratified Binding Implementation Practice notes. Binding Implementation Practice notes are created for the purpose of clarifying uncertainty in interpretation of the Data and Payment Standards or Gateway Standards and once ratified, form part of the Gateway Standards.

The Binding Implementation Practice notes are referenced in the table in Appendix B.

- (b) Binding Implementation Practice notes must be implemented by the date specified in the Binding Implementation Practice, or within a reasonable timeframe agreed with the Gateway Network Governance Body if no implementation date is specified.

6.3 SSTC Guidance notes

- (a) Subject to sub-paragraph (b), all Gateway Operators are required to adopt and comply with all SSTC Guidance notes applicable to the Superannuation Transactions Network determined by Gateway Operators in conjunction with the Gateway Network Governance Body.

The SSTC Guidance notes are referenced in Appendix B.

- (b) A Gateway Operator is not required to comply with any Guidance Note which is not applicable to it. Where a Gateway Operator makes this assessment, it must provide the basis for the assessment of non-applicability to the Gateway Network Governance Body.
- (c) Guidance notes must be implemented by the date specified in the Guidance Note, or within a reasonable timeframe agreed with the Gateway Network Governance Body if no implementation date is specified.

6.4 Gateway availability

- (a) Each Gateway Operator must ensure that its Gateway is available 24 hours a day, 7 days a week except for periods of temporary unavailability or downtime during which Changes are permitted pursuant to clause 6.5.

6.5 Change window

- (a) Changes which may impact a Gateway's production connectivity to the Superannuation Transaction Network and associated infrastructure, other than for Emergency Remedial Repair, shall only be made during agreed change windows.
- (b) Change Windows will be at stipulated times outside of Business Hours, that have been provided in writing by each Gateway Operator to the group and accepted by the group
- (c) If as part of the ongoing operation of the Superannuation Transaction Network there needs to be a change to the Change Window that has been specified by a particular Gateway Operator, that Gateway Operator will provide notice in writing to all other Gateway Operators at least 14 days prior to the proposed change.
- (d) Notwithstanding the available change window described in clause 6.5(a) to 6.5(c) above, Gateway Operators must minimise Changes, make use of the change window only where required and otherwise maintain Availability in accordance with clause 6.44.

6.6 Change Freeze

- (a) No Gateway Operator may make Changes, other than emergency remedial repair, to a Gateway or a Gateway's production connectivity during Industry Peak Periods.
- (b) **Industry Peak Periods** for Superannuation Transactions are:
 - (i) the 1 week period immediately preceding 30 June of any year; and
 - (ii) the 1 week period immediately preceding 28 January, 28 April, 28 July and 28 October of any year.

6.7 Message technology and processing

- (a) Each Gateway Operator must ensure its Gateway:
 - (i) receives, processes and sends file sizes of up to the size prescribed in the Data and Payment Standards from time to time;
 - (ii) processes and on-sends all Superannuation Transaction Messages as soon as possible after they are received. Once a Superannuation Transaction Message is received in its entirety, that Superannuation Transaction Message must be processed and on-sent immediately, subject to the availability of the receiving Gateway, and in any event within a timeframe not exceeding the following service standards:
 - (A) 99.8% of Superannuation Transaction Messages must be processed and sent within 1 hour of complete receipt, measured over a monthly period; and
 - (B) all remaining Superannuation Transaction Messages must be processed and sent in a time not exceeding 6 hours of complete receipt, including during the industry peak periods referred to in clause 6.6(b) and subject to the availability of the receiving Gateway.
 - (iii) supports ongoing changes (as defined by the Superannuation Legislation), within 12 months of the version change, to the 'AS4' Gateway Profile of ebMS 3.0 Version 1.0 and such further versions as may become generally used and accepted in the industry from time to time and also maintains a level of one version backwards compatibility for participants using older versions.
- (b) Each Gateway Operator must implement and operate sufficient capacity monitoring software and technology on its systems to enable it to appropriately manage traffic congestion, forecast peak loads and assess its own ongoing compliance with the requirements set out in this clause 6.7.

6.8 Transport and message security protocols

- (a) For non-interactive integrations (for example, messaging between Gateways), Gateway Operators must use a minimum level of protection of Transport Layer Security (TLS) as specified in the relevant Binding Implementation Practice note.

Binding Implementation Practice note(s) are referenced in Appendix B.

- (b) Each Superannuation Transaction Message must be digitally signed in accordance with the Gateway Profile.

6.9 System security

- (a) All Gateway Operators must implement, maintain and enforce security controls for detecting and preventing any unauthorised access to the Superannuation Transaction Network and Superannuation Transaction Messages through their own hardware, software, lines and operational procedures which enable the exchange of authorisation and reconciliation of Superannuation Transaction Messages.

All Gateway Operators must comply with the *Superannuation Transaction Network, Information Security Requirements* which sets out the minimum security requirements for Gateway Operators.

The *Superannuation Transaction Network, Information Security Requirements* is referenced in the table in Appendix B.

- (b) Gateway Operators must implement and use controls in the Superannuation Transaction Network and any associated networks/equipment to:
- (i) maintain a risk management strategy that includes the prevention of fraud;
 - (ii) allow for the timely and effective detection of activities indicative of fraud;
 - (iii) allow fraud and other security incidents to be responded to on a timely and effective basis;
 - (iv) log security events, escalation requirements, response requirements and contingency arrangements; and
 - (v) respond to security events with an urgency that corresponds to their severity, using prudent business judgment to determine the timing and use of resources for solving any problem.
 - (vi) protect its information assets, including those managed by related and third parties in a timely manner and that are commensurate with:
 - vulnerabilities and threats to the information assets;
 - the criticality and sensitivity of the information assets;
 - the stage at which the information assets are within their life cycle; and
 - the potential consequences of an information security incident
- (c) Any:
- (i) incidents or potential incidents associated with the Superannuation Transaction Network or associated infrastructure of a security nature;
 - (ii) procedural or operational lapses or outages;
 - (iii) failure of internal systems or controls of a Gateway Operator;
 - (iv) incidents of unauthorised access to systems;
 - (v) unauthorised message interrogation or interception; or
 - (vi) unauthorised access or changes to data,

must be reported in a timely manner to the Gateway Operator's impacted client(s) and the Gateway Network Governance Body.

- (d) A Gateway Operator must log an incident report with each other affected Gateway Operator if, for any reason, including but not limited to those described in 6.9(c), there is an unplanned outage of more than 30 minutes which affects that Gateway Operator's ability to continue exchanges across the Superannuation Transaction Network. The incident report needs to be made available to each other affected Gateway Operator and the **Gateway Network Governance Body** within two weeks of the outage and cover the cause, impact, sequence of events and resulting remedial and preventative action items.
- (e) A Gateway Operator that becomes aware of or reasonably suspects any actual or significant attempted security threat to the Superannuation Transaction Network, any Gateway or any hardware, software, lines and operational procedures which enable the exchange of, authorisation and reconciliation of Superannuation Transaction Messages must immediately notify:
 - (i) any other Gateway Operator that may be affected, and
 - (ii) the Gateway Network Governance Body.
- (f) A Gateway Operator that makes a data breach notification to the Office of the Australian Information Commissioner (OAIC) under the *Privacy Amendment (Notifiable Data Breaches) Act 2017*, that is related to the Superannuation Transaction Network, must also notify the Gateway Network Governance Body of the notification, including key details of the breach.
- (g) Each Gateway Operator must record and maintain (and ensure that its message sending and receiving platforms implement and maintain sufficient logging and tracking capability to record and maintain) an end-to-end audit trail of the path of a Superannuation Transaction Message, from the point of entry into that Gateway Operator's systems (onto and through its Gateway) to the point of exit from that Gateway Operator's systems. Each Gateway Operator will procure that such records, limited to the evidence of a message path including time and date stamps, message identifiers, receiver and sender information, must be:
 - (i) maintained in accordance with the same requirements applying to reports required to be maintained under section 105 of the *Superannuation Industry (Supervision) Act 1993* (Cth); and
 - (ii) made available to employer or Superannuation Entities and applicable regulatory authorities on disconnection from the Superannuation Transaction Network or as and when requested.
- (h) Each Gateway Operator must have robust mechanisms in place to detect and respond to information security incidents in a timely manner, and maintain an information security Incident Response Plan including the following:
 - (i) plans to respond to information security incidents that the entity considers could plausibly occur;
 - (ii) mechanisms for:
 - managing all relevant stages of an incident, from detection to post-incident review; and
 - escalation and reporting of information security incidents in line with clauses 6.9(c), 6.9(d) and 6.9(e).

- (i) Gateway Operators must annually review and test its Incident Response Plans to ensure they remain effective and fit for purpose.

6.10 Disasters, emergencies and business continuity

- (a) Gateway Operators must ensure that they establish and maintain a disaster recovery plan to protect their Gateway from disasters and interruptions beyond their reasonable control, preserve business continuity in the event of an emergency, minimise disruption to the Superannuation Transaction Network and their individual Gateway, and facilitate the backup and restoration of affected data.
- (b) The disaster recovery plan referred to in clause 6.10(a) must reflect (at least) the following minimum requirements:
 - (i) time to full recovery: 12 hours;
 - (ii) minimal data loss: ability to recover all data except data in transit at the time of the relevant disaster;
 - (iii) internal Gateway Operator testing of the disaster recovery plan no less frequently than on an annual basis, or upon changes to the Gateway technology;
 - (iv) near real-time data replication (log shipping);
 - (v) availability of redundant disaster recovery infrastructure at an alternate geographically separated site; and
 - (vi) failover disaster recovery equipment enables the continuation of service in line with the requirements as outlined in clause 6.7.
- (c) All Gateway Operators must meet its obligations under the *Superannuation Transaction Network Business Continuity Plan*, including any obligation to report incidents which may cause disruption to the Superannuation Transactions Network. All Gateway Operators:
 - (i) acknowledge the authority of a Response Group formed under the *Superannuation Transaction Network Business Continuity Plan* to determine the appropriate response, and
 - (ii) agree to comply with directions issued by the Response Group if the *Superannuation Transactions Network Business Continuity Plan* is activated.

The *Superannuation Transaction Network Business Continuity Plan* is referenced in the table in Appendix B.

6.11 Access to ATO Enabling Services – Fund Validation Service

All Gateway Operators must ensure the latest and most appropriate Fund Validation Service data, as issued by the ATO, is used in the direction of Superannuation Transaction Messages, ensuring no loss of service or misdirection of Superannuation Transaction Messages due to inaccurate records.

6.12 Problem and error management

- (a) All Gateway operators must meet the service level commitments set out in the *STN Issue Management Service Levels*.

The *Superannuation Transaction Network, Issue Management Service Levels* is referenced in the table in Appendix B.

- (b) In the first instance, Gateway Operators must comply with all applicable error management protocols and procedures set out in the Data and Payment Standards including technical retry processes and procedures.
- (c) In the case of non-receipt of a signal message receipt for a Superannuation Transaction Message, the sending Gateway Operator must initiate resolution protocols with the proposed receiving Gateway Operator in the form of telephone contact or electronic alert, to the Nominated Service Contact for the receiving Gateway Operator within 2 Business Hours of the sending of the original Superannuation Transaction Message.
- (d) The sending Gateway Operator remains obliged to resolve the non-receipt situation and achieve signal message receipt success until the Nominated Service Contact of the proposed receiving Gateway Operator is contacted, alerted to the issue and accepts responsibility for its resolution.
- (e) If signal message receipt success is not achieved within 3 Business Hours of the sending of the original Superannuation Transaction Message, notwithstanding the Gateway Operator complying with its obligations under clauses 6.12(c) and 6.12(d), the sending Gateway Operator must also promptly notify the unresolved issue to the employer or Superannuation Entity on whose behalf the original Superannuation Transaction Message was sent.
- (f) In the event that errors are not resolved by the protocols in clause 6.12(a), Gateway Operators will refer the matter to the Gateway Network Governance Body.

7 Connection integrity

7.1 Redundant connections

Each Gateway Operator must maintain two distinct permanent connections to the Superannuation Transaction Network. Sufficient redundancy must be provided to ensure that no single point of failure exists within the network components under each Gateway Operator's control. An active-active configuration is preferred for Gateways with large Superannuation Transaction Message volumes.

7.2 No wireless connections

No wireless access to the Superannuation Transaction Network is permitted. Otherwise, but without limiting the other requirements of these Gateway Standards, Gateway Operators may choose their own types of connections.

7.3 Contingency

Gateway Operators have a responsibility to each other to co-operate in resolving any processing difficulty including during a Contingency. To the extent that such co-operation does not adversely affect its own processing environment, a Gateway Operator receiving a request for assistance may not unreasonably withhold such assistance.

7.4 Availability and support

Each Gateway Operator's infrastructure and support arrangements shall be such as to meet the availability requirements of the Superannuation Transaction Network. Each Gateway Operator must ensure that it has appropriately qualified and experienced personnel to service and support its Gateway and associated functions, which person(s) are available to provide:

- (a) physical support, on an on-site basis, during Business Hours; and
 - (b) remote on-call support outside Business Hours.
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8 Connections and disconnections

8.1 Connection eligibility

To be and remain eligible for connection to the Superannuation Transaction Network for the purposes of operating a Gateway, a Gateway Operator must:

- (a) Fulfil eligibility criteria as outlined in clause 4.1 of the Memorandum of Understanding and be accepted by the Gateway Network Governance Body as a Gateway Operator
- (b) undertake and successfully complete the entry process in accordance with the *Superannuation Transaction Network process and requirements for New Gateway Operators*;

The *Superannuation Transaction Network process and requirements for New Gateway Operators* is referenced in the table in Appendix B.

- (c) have its connection request endorsed by written notification:
 - (i) from a Superannuation Entity to the ATO resulting in the Gateway Operator being recorded in the *ATO Fund Register* as the Gateway Operator for the Superannuation Entity; or
 - (ii) from a Superannuation Entity to the Gateway Network Governance Body nominating the Gateway Operator as their Gateway Operator; or
 - (iii) from an employer or their service provider to the Gateway Network Governance Body nominating the Gateway Operator as their Gateway Operator;
- (d) commit to certify each other, as participants in the Superannuation Transaction Network by undertaking and successfully passing interoperability testing between all parties to the Memorandum of Understanding as outlined in the testing framework and criteria set out under clause 8.1(a) and clause 8.3.

8.2 Disconnecting Gateway Operators

Before a Gateway Operator may disconnect its connectivity or systems from the Superannuation Transaction Network, that Gateway Operator must:

- (a) agree a disconnection plan with the Gateway Network Governance Body within 20 days of that resignation or termination, of which plan is to be implemented and progress monitored in cooperation with the Gateway Network Governance Body;
- (b) immediately provide written notice of that disconnection to each client employer or Superannuation Entity for which it performs Gateway Services;
- (c) reasonably co-operate with each such employer or Superannuation Entity in relation to the co-ordination of any such proposed disconnection and the transition of the performance of Gateway-related functions and services (including Gateway-related data and messaging services) and/or connected or associated functions to any other Gateway Operator nominated by that employer or Superannuation Entity;

- (d) cooperate with the transfer of historical data records, if required, by the Gateway Operator's client(s) as allowed under clause 6.9(g)(ii); and

8.3 Testing requirements for changes

- (a) Gateway Operators must undertake testing upon changes to the Superannuation Transaction Network.
- (b) All Gateway Operators must participate in and complete any testing co-ordinated by the Gateway Network Governance Body. The Gateway Network Governance Body will co-ordinate testing across the Superannuation Transaction Network for any significant changes including circumstances such as a Message Implementation Guide version update.
- (c) All other testing is to be conducted by agreement among the participating Gateway Operators, with regards to:
 - (i) establishing an agreed scope for testing, which must at a minimum address testing for all applicable test types set out Appendix A;
 - (ii) establishing an agreed timetable for testing;
 - (iii) any reasonable requests of each test partner Gateway Operator.
 - (iv) Gateway Operators may use sample instances and test data made available on an industry wide basis, or alternative test data may be used as mutually agreed
 - (v) Gateway Operators must use reasonable endeavours to make their systems available for testing.
 - (vi) Gateway Operators must not unreasonably withhold or delay in making its systems available for testing, nor grant consent on unreasonable conditions.

8.4 Separation of test environments

- (a) Gateway Operators must ensure that security is enforced between their internal application(s) and the Superannuation Transaction Network, so that an unauthorised copy of an application (for example, a test version) may not accidentally send messages through the Superannuation Transaction Network to the production system of another Gateway Operator.
- (b) Test systems must be explicitly separated from production environments.

Appendix A – Test Types

Test type	Description	Test Areas to be covered (but not limited to)	Testing Scenarios	Success measure
Gateway Operator Internal testing	Testing to be conducted within each organisation in line with individual project development lifecycles	<ul style="list-style-type: none"> • Message receipt and processing • Message generation • Validation of message data including header and payloads where applicable 	<ul style="list-style-type: none"> • Send to self in test environment • Open and process messages 	<ul style="list-style-type: none"> • Message technical structure complies with EbMS 3.0/AS4.0 standards • Message business content complies with SuperStream MIGs
Connectivity testing	Testing: <ul style="list-style-type: none"> • the ability to connect to other gateway operators in test environments and the production connection; and • ATO connection for Fund Validation Services 	<ul style="list-style-type: none"> • Mutual authentication • Digital certificate authentication 	<ul style="list-style-type: none"> • Open connection • Close connection • Confirm authenticated party • Detect unauthenticated party 	<ul style="list-style-type: none"> • Connection to authorised gateways confirmed • Connection to unauthorised gateways rejected • Successfully shut down connection as defence
Ability to send/receive messages/file testing	Testing to ensure that, even though a connection can be achieved, the connection allows a file/message to be sent/received	<ul style="list-style-type: none"> • Files/messages received acknowledged and processed • Files/messages sent • Files/messages received and acknowledged by all funds on the Gateway Operator's network • Transport level encryption in tact 	<ul style="list-style-type: none"> • Send to other party, • Receive from other party • Routing positive and negative scenarios including valid/invalid addressing 	<ul style="list-style-type: none"> • Reconciliation with counterparties accounts for all files/messages • Message integrity intact
Error/Response Messages	Ensure ability to generate appropriate technical receipt or error messages	<ul style="list-style-type: none"> • Technical error messages sent/received • Ability to resolve non receipts/errors 	<ul style="list-style-type: none"> • Deliberate error scenarios • Deliberate non receipt generation from/to counterparties 	<ul style="list-style-type: none"> • Generation of accurate error codes, • Validation of successful business resolution processes
Format/content testing	Testing, using test data, to ensure the recipient can pick up the file/message and "read" it or onsend it	<ul style="list-style-type: none"> • ebms Header testing • Message testing will be across all message types. • Include compressed payload and associated processes 	<ul style="list-style-type: none"> • Positive and negative scenarios including valid/invalid senders/receivers, dates, ABN/TFN, message types and error codes 	<ul style="list-style-type: none"> • Counterparty gateways can "read" and route messages to/from new gateway
Integrity testing	Testing to ensure that new connections have not corrupted any other parts of the Superannuation Transaction Network.	<ul style="list-style-type: none"> • Network participants connect and subsequently disconnect 	<ul style="list-style-type: none"> • All participants connect and mutually authenticate – end to end network connections 	<ul style="list-style-type: none"> • Uninterrupted network availability as a result of new connection

Appendix B – References

STN Documents

Published (link)	Document Title	Key Related Clauses
MoU	Memorandum of Understanding for participants in the Superannuation Transaction Network	1, 3.2
Binding Implementation Practice (BIP) notes	Binding Implementation Practice (BIP) notes	6.2, 6.8
Not published	Superannuation Transaction Network, Information Security Requirements	6.9
Not published	Gateway Operators Group, Superannuation Transaction Network, Business Continuity Plan	6.10
Not published	Superannuation Transaction Network, Issue Management Service Levels	6.12
Gateway entry process	Superannuation Transaction Network, Process and requirements for New Gateway Operators	8.1
STN interoperability test plan	STN Interoperability Test Plan – Contribution and Rollover Transactions	8.1

ATO Documents

Relevant documents & services include:

- Data and Payment Standards – clauses 1, 3.2, 4.2
- SSTC Guidance Notes – clause 6.3
- Fund Validation Service – clause 6.11
- ATO SBSCH Interoperation Statement with Gateway Operators

Information about these documents and services can be found at websites maintained by the ATO:

- www.ato.gov.au
- <http://softwaredevelopers.ato.gov.au>