

PEPPOL Transport Infrastructure Agreements / NPa Terms & Conditions

Annex 5 – Domain and its specific services and service levels

1. Applicable domain

- 1.1 The Netherlands Peppol Authority (NPa) has delegated the authority over the implementation and use of the Peppol Transport Infrastructure as defined in the Peppol Authority Agreement within the following domain:

- A The Kingdom of the Netherlands
- B Usage focus is on B2B, B2G e-procurement

2. Domain specific services and service levels

- 2.1 The Netherlands Peppol Authority will enforce the below stated additional restrictions and criteria on Peppol AP Providers and Peppol SMP Providers with whom they have a contract.

- 2.2 Services related to the provision of a Peppol SMP:

No special requirements applicable.

- 2.3 Services related to the provision of a Peppol AP:

In the context of this document, the signing Party is the party that implements a Peppol Access Point. The Netherlands Peppol Authority and The Party enter into a contractual agreement that specifies the legal terms and conditions under which:

- A. The Party shall provide the required Peppol services;
- B. The Party gets (optional) access to the NPa SMP
- C. The Netherlands Peppol Authority shall supervise that the services provided by The Party are :
 - provided and maintained in a reliable, professional and state-of-the-art manner,
 - in compliance with applicable law and all relevant technical specifications, to ensure consistency across the whole Peppol Network.

The Party hereby declares to be compliant to all the rules:

1. The Party MUST offer a Peppol Access Point that is fully compliant with the Peppol Specifications.
2. ISO27001 certification is required. As an alternative, an assurance report by an independent third party (TPM) can be used. In this report, an independent IT-auditor states that the information security of a Service Provider matches the requirements of ISO27001 in design, existence and operating effectiveness (existence over a period, mostly a year). Goal is to ensure that the Service Providers maintain a basic level of information security.
3. DPIA (Data Privacy Impact Analyse), this is an instrument to determine up front the privacy-risks of information-processing and to take corresponding measures to lower the risks. If applicable, this is obligated under the Dutch version of the GDPR (AVG). See also:

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<https://www.autoriteitpersoonsgegevens.nl/nl/zelf-doen/data-protection-impact-assessment-dpia>

Goal is to ensure that a Service Provider is compliant to the AVG.

4. In order for the Peppol Service Provider to collect a proof of ownership for the identifiers used by the End User or ensure correct and compliant metadata about End User identity and capabilities, the Peppol Service Provider must make an accountable effort.

In order for the Peppol Service Provider to make an accountable effort to collect a proof of ownership for the identifiers used by the End User or ensure correct and compliant metadata about End User identity and capabilities, the Peppol Service Provider must use as much as possible verified sources and documents, such as The register of the Chamber of Commerce, A national register of natural persons, registers for professionals (e.g. health professionals, lawyers, solicitors, etc.), an official founding document of a company/organisation, a legal identification document, The register of Lost and Stolen legal identification documents, etc.

5. The Party SHOULD make all their Trading Entities (receivers of e-invoices) reachable through the Peppol Network by listing them in one of the available SMPs;
6. The Party MUST offer all the Peppol Network functionality to all clients within 6 months of signing.
7. The Party SHOULD use the Peppol Network as preferred option, next to their own network, to send business documents except when stated otherwise by the recipient;
8. The Party MUST comply to the implementation guidelines as published on <https://peppolautoriteit.nl>
Note that compliance with the Peppol BIS profile for the invoice and the credit note are mandatory.
9. The PA release regime MUST be followed
10. All messages exchanged between C1 and C2 MUST guarantee Confidentiality and Integrity by at least encrypted transport and Endpoint validation. This also applies for message exchange between C3 and C4. The document messages MUST be composed with the source data (of the invoicing system) and guarantee semantic data quality.
11. The Party MAY participate in the “Peppol Community (Nederland)”. Any Peppol Service Providers with business in the territorial coverage or who signed a contract with the Netherlands Peppol authority MAY participate in this forum
12. The NPa is entitled to make changes to these Terms and Conditions as listed above.
Parties will be informed via their provided contact points.
13. Exchanging messages to a Central Government entity scheme identifier “0190” MUST be used to identify the receiver.