

Accredited Partner Programme: FINAL Technical Specification

Summary of material changes since the published draft version

This note sets out the material changes made to the AP Programme Technical Specification, which governs the interfaces and support obligations of Accredited Partners supporting clients of the UK consolidated bond tape. It is provided to the FCA so that the changes can be understood without working through the tracked-changes version of the specification, which is supplied separately. Each change identifies the specification section affected, what has changed and why.

The changes arise from three sources: positions agreed through the industry consultation; technical details that were previously deferred and are now confirmed; and corrections identified during internal review, where the specification as drafted did not accurately describe the service as designed. This note is a summary only; where it differs from the specification, the specification governs.

Changes

1. Authentication described as two distinct flows (Sections 1, 2, 2.1, 2.2 and 6.1)

Change. The specification previously described a single authentication layer, using the Client Credentials machine-to-machine grant, for all Accredited Partner interfaces. It now describes two distinct flows: the AP Portal uses the Authorization Code flow with PKCE and mandatory multi-factor authentication for human users, and the Diagnostics API uses Client Credentials for automated systems. Portal and API credentials are provisioned separately at onboarding.

Rationale. The two interfaces are different integration patterns with different controls, and the previous description did not reflect the architecture as implemented. It also understated the controls on human access, because it did not state that multi-factor authentication is mandatory for the Portal.

2. Diagnostics Log Explorer added; CTP GUI Access corrected (Sections 1, 6, 6.2.4 and 6.2.5)

Change. A Diagnostics Log Explorer is added as a named AP Portal capability, giving Accredited Partners browser-based access to the same client-scoped log data as the Diagnostics API without programmatic integration. Separately, the description of CTP GUI Access is corrected: the CT Core view presents market-wide consolidated bond tape data and is the same view for all clients holding the same licence type, rather than a client-specific feed. An Accredited Partner can reproduce a client issue using the same filters but cannot access a client session or pre-populate filters. The GUI opens in a new browser tab and is not embedded in the Portal.

Rationale. The Log Explorer is material to how an Accredited Partner sizes its own infrastructure and drives the change at item 8 below. The correction to CTP GUI Access removes any suggestion that accreditation gives visibility of client-specific activity on the tape, consistent with item 5.

3. Deferred integration details now confirmed (Sections 4.5, 4.7 and 5.2)

Three items previously left to later publication are now settled in the specification:

- Rate limit (4.7): 1,000 requests per minute per AP user, returning HTTP 429 with a Retry-After value of 60 seconds on breach.
- Log record schema (5.2): the authoritative schema for each log category, including field names and data types, is published through the AP Portal and the full Diagnostics API specification rather than in this document, because field structures differ by category. Accredited Partners are directed not to rely on undocumented fields.
- Pagination (4.5): the request parameters are confirmed. The response fields are named, with full documentation to follow through the AP Portal once sample data is available.

Rationale. Each was an integration blocker. An Accredited Partner integrating the API directly cannot design a compliant system without the rate limit or the log schema and cannot build a correct poll-and-fetch loop without the pagination response fields.

4. Service levels: tooling availability, out-of-hours cover and maintenance notice

(Sections 7.3, 7.4 and 7.5)

Change. Two new subsections are added, and one is amended. Section 7.4 states a target availability of 99.99 per cent for the AP Portal and the Diagnostics API, measured on a 24/5 basis across UK business days and excluding UK public holidays, against the production environment only; this commitment forms part of the CTP obligations to Accredited Partners and sets the baseline against which the AP SLA cascade windows are applied. Section 7.5 confirms out-of-hours cover. The CTP's SLA framework for Accredited Partners operates on a 24/5 basis: continuously from 00:00 UTC Monday to 24:00 UTC Friday, on UK Business Days, excluding UK public holidays. Escalation and query handling are available throughout this period.

Section 7.3 on planned maintenance is revised in three respects. The minimum notice period changes from 90 business days, approximately 18 weeks, to 90 calendar days, approximately 13 weeks. The commitment is scoped to breaking changes, defined as changes to API structure, authentication flows or pagination that require Accredited Partners to update their integrations, so that routine and non-breaking maintenance is no longer subject to it. The carve-out that previously allowed emergency maintenance addressing a security incident or critical vulnerability to proceed without minimum notice has been removed, with the result that any breaking change, including one required for security reasons, would now fall within the 90-calendar day notice period.

Rationale. The availability commitment was requested by several consultation respondents and converts an implicit expectation into a stated CTP obligation. Out-of-hours applicability was queried independently by three respondents. The revised notice provision reflects both

the agreed duration and the agreed scope, which avoids a disproportionate obligation for routine work while preserving protection where an Accredited Partner must fund engineering effort. The removal of the emergency carve-out follows from that redrafting and is recorded here for completeness.

5. Responsibility boundary and equivalence of tape access stated expressly (Sections 1 and 8)

Change. Two statements are added. The first sets the responsibility boundary: Accredited Partners are responsible for first-line support of their contracted clients, including initial contact, connection and access issues and escalation; the CTP remains accountable for platform integrity, data quality and any incident affecting the platform as a whole or more than one client. An Accredited Partner that correctly escalates a platform-level issue within its SLA window is not in breach of its SLA obligations, even where the underlying issue is not resolved within that window. The second confirms that access to the Diagnostics API and the AP Portal is controlled access to support tooling and contracted client account data only, and confers no advantageous access to the consolidated tape, market data sequencing or trading information, and no preferential rights over the tape or its data.

Rationale. Both points were raised during the industry consultation and agreed. Without the boundary, an Accredited Partner could be exposed to breach for a failure outside its control, which would make the SLA regime unworkable and deter accreditation. The equivalence statement was identified by counsel and is included so that accreditation cannot be read as creating a tiered class of access to the tape.

6. Environments corrected: Production at go-live, UAT afterwards (Sections 9, 9.1 to 9.3 and 11.1)

Change. The specification previously described a Test environment and a Production environment as available at launch. It now reflects the confirmed delivery plan: Accredited Partners have access to the Production environment only at general availability on 7 December 2026. Production access is provisioned following completion of onboarding and go-live sign-off, which requires the Accredited Partner to demonstrate successful integration, completion of the onboarding training programme and readiness to deliver first-line support in accordance with the Accredited Partner Agreement. A UAT environment providing synthetic data for integration testing and onboarding validation is planned and will be made available after Day 1, on a best-efforts basis and outside the SLA commitments. CTP-internal development and QA environments are not accessible to Accredited Partners at any stage. Section 11.1 is updated to refer to the UAT environment in place of the previous Test environment.

Rationale. The previous description did not reflect the confirmed delivery plan. The consequence, which the specification now states plainly rather than by implication, is that an Accredited Partner integrating at go-live will do so without an accessible non-production environment until UAT is delivered. The CTP considers it preferable for that constraint to be visible at the point of accreditation rather than to emerge during integration.

7. Unilateral CTP discretion replaced with agreed change governance (Sections 4.7 and 6.2.3)

Change. Language reserving to the CTP the right to adjust rate limits, and to extend the Administrative Function set at its sole discretion, is removed. Changes to both are now subject to the change notice provisions of the Accredited Partner Agreement. The detail of those provisions, including any objection rights and transition periods, is governed by the Agreement rather than by this specification.

Rationale. This is an agreed consultation position. The discretion language was inconsistent with the change management framework already agreed in the Accredited Partner Agreement, and its removal leaves a single governing mechanism rather than two that operate differently depending on which document is read.

8. Infrastructure requirements qualified for Portal-only partners (Section 11.2)

Change. Four requirements previously expressed as mandatory for all Accredited Partners now apply only to those integrating the Diagnostics API programmatically: the Auth0 OAuth 2.0 integration, the Diagnostics API REST client, log storage and processing, and secrets management for Auth0 client credentials. An Accredited Partner accessing diagnostic data exclusively through the AP Portal Log Explorer authenticates by browser login using the Authorization Code + PKCE flow and is not issued an Auth0 client secret; it accesses log data through the Portal, and is not required to build a programmatic integration, to build and operate log storage infrastructure, or to deploy secrets management tooling for the CTP integration.

Rationale. A partner operating its own integration must build the integration and size and operate log storage; a partner using only the Portal need not. As drafted, these requirements applied universally and therefore overstated the technical burden of accreditation, imposing cost without corresponding benefit and creating an unnecessary barrier for firms that would otherwise seek accreditation on a Portal-only basis.