

ETS CONNECT UK – OTHER COMMENTS ON ACCREDITED PARTNER AGREEMENT

This document summarises key points of market feedback that was considered but that did not lead to changes to the Accredited Partner Agreement.

	Respondent feedback	Why not reflected in final Accredited Partner Agreement
1	Penalties for failure to meet L1 Support requirements What are the penalties, if any, to the AP in the event that L1 support requirements are not met?	No specific "penalties" (e.g., service credits) apply if the APA fails to meet support requirements – but a breach of contract by the APA could entitle the CTP to claim damages.
2	Certification requirements and timeline The agreement requires ISO 27001 or SOC 2 Type II together with ISO/IEC 20000-1:2018 or CMMI-SVC Level 3, in place at the point of accreditation, with applications for the launch cohort closing on 30 October 2026. The first requirement reflects market practice. The second does not. Restricting evidence of operational capability to two named certifications is unnecessarily prescriptive. Many organisations supporting business-critical services for regulated financial markets demonstrate mature service management through independently audited frameworks, ITIL-based operational governance and customer and regulatory audits without holding either certification. The timing requirement also departs from established practice. Where regulated institutions do require certification of a service provider, the accepted approach is that the relevant management system is implemented and evidenced at the point of application, with certification provided within the following twelve months.	Certification against one of the named industry standards, covering the required scope, must be held by the point of Service Commencement. Where an applicant has not yet obtained certification at the time of application, the CTP will grant provisional accreditation, conditional on certification being achieved before Service Commencement. This addresses the sequencing problem highlighted for new entrants.

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3	Incident classification Priority levels are defined by reference to the reasonable opinion of the CTP, while Note 1 requires the Partner to classify cautiously in real time. To avoid a retrospective reclassification converting a resolved ticket into a breached service level, we ask that the Agreement confirm that the Partner's good faith classification at the time the ticket is raised is determinative for the purposes of measuring the Partner's service levels.	The prioritisation mechanic is a flow down from the Concession Agreement, where prioritisation is determined by the FCA – and so the CTP cannot agree to prioritisation being determined by Partners.
4	Variation of the Technical Specifications The CTP may amend the Technical Specifications unilaterally, while any breach of them by the Partner is indemnified under Clause 20.1.2. We ask that indemnified breach be limited to the version of the Technical Specifications in force following expiry of the applicable notice period, and that a Partner be entitled to terminate without penalty where a change materially increases its cost of compliance.	Proposed termination right added. No changes made regarding the indemnity – the notice period in clause 10.1 takes place before the Technical Specifications are amended (and therefore before they are subject to the indemnity).
5	Adjudication of challenges The Challenge Process routes to the CTP Board, whose decision is described as "final." Is there any independent element in how an AP's challenge to a refusal, suspension or revocation is decided? If not, how does that sit alongside the "objective, proportionate and transparent" basis the programme is said to operate on? By which process was a board with unchallengeable final say and no independent route of appeal determined to meet that standard, and could such a design itself be considered inconsistent with it? A board of this kind risks deterring applicants from the programme altogether.	Change made to confirm that CTP Board determination as part of the challenge process does not prevent either party from bringing legal action.
6	Free Support and Competition Could you confirm that nothing in the AP programme, the Concession Agreement, or ETS Connect UK's terms stops any organisation - accredited or not - from offering free	The APA does not prevent any non-party from providing support services.

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	or paid support, advice or monitoring to CT users, and that ETS Connect UK won't withhold cooperation from, or otherwise disadvantage, a CT user because they use a non-accredited provider?	
7	Availability statements Separately from the AP agreement, does ETS Connect UK consider it can restrict any organisation - accredited or not - from saying publicly that the CT is unavailable when it is?	The APA does not prevent any non-party from commenting on the availability of the tape.
8	Advantageous access to the UK CT Wording is ambiguous about APs getting advantageous access to the UK CT, esp around access to test beds, sequencing, or trading information	Clause 3.5 of the APA expressly states that the AP Programme does not confer preferential rights over the tape.
9	Contracting counterparty Does becoming an AP require a direct contract with Etrading Software?	The CTP operates the programme and will enter into contracts with APs.