

ETS CONNECT UK - SUMMARY OF AMENDS TO ACCREDITED PARTNER AGREEMENT

This document summarises the key changes between the ETS Connect UK draft Accredited Partner Agreement and the final Accredited Partner Agreement. Note: a marked-up version of final Agreement is also available on the ETS Connect UK website to see each change made.

	Topic	Reason	Amendment to Accredited Partner Agreement
1	Definition of Security Incident Updated definition of Security Incident to align with definition in the APA Principles.	Minor inconsistency flagged by Respondent.	Amended definition of "Security Incident"
2	Scope of L1 Support Removed reference to L1 Support being more particularly described online. Removed reference to L1 Support being provided in accordance with FCA instructions. Clarified that, as part of providing L1 Support, Partners are required to escalate out-of-scope matters to the CTP.	Respondent requested a clearer description of what is in scope for L1 Support.	Amended definition of "L1 Support" Amended clause 3.4.4. Amended clause 5.2.
3	FCA Investigations	Made in response to comments from a Respondent.	Amended clause 3.6.

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	Clarified that Partners are required to assist the CTP with responding to any relevant FCA investigations (rather than complying with FCA investigations into Partner activities).		
4	Certification Requirements Removed provisions suggesting the CTP had discretion in determining whether Partners meet the necessary requirements.	Made in response to comments from a Respondent.	Amended clauses 4.1 and 4.6.
5	OAuth 2.0 Deleted references to the CTP providing authentication via OAuth 2.0.	The CTP's technical approach is being revised.	Deleted reference in definition of "Diagnostics API" Deleted former clause 8.5.
6	CTP Tooling Availability Added obligation on the CTP to ensure its tooling (including AP Portal and Diagnostics API) is available 99.99% of the time during Business Days (calculated on a monthly basis and excluding notified planned maintenance). Added wording to make clear that Partners won't have any liability to the CTP for losses caused by downtime of the CTP's tooling (unless a workaround is readily available) provided the CTP is notified of downtime.	Made in response to comments from two Respondents.	Added definition of "Downtime" Added new clause 8.5 (and carve-out from the CTP's disclaimer in clause 20.5).

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7	CTP Intellectual Property Indemnity Added mechanism whereby the CTP indemnifies Partners against any claims that use of CTP-tooling infringes third party IP rights. Added standard ancillary provisions (e.g., sole remedy, claims handling and CTP termination right if infringement cannot be resolved).	Made in response to comments from a Respondent.	Added new clauses 8.6 – 8.9
8	Changes to Technical Specification – Termination Right Added right for Partners to terminate the contract if any change (or notified future change) to the Technical Specifications materially increases the Partner's cost of complying with the specifications.	Made in response to comments from a Respondent.	Added new clause 10.3 (former clause 10.3 deleted per row 18 below).
9	Partner use of Data Clarified that the general prohibition on Partners using programme data for other purposes does not prevent (i) Partners using data about their own performance / clients to improve their provision of service or (ii) Partners' rights to use data granted under other contracts (e.g., redistribution licences).	Made in response to comments from two Respondents.	Amended clause 13.2.
10	CTP use of Data Clarified that the CTP may only use data collected from Partners for purposes of operating the programme, creating and distributing the tape and any other purpose required by law.	Made in response to comments from two Respondents.	Added new clause 14.5.

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11	Disclosure of Security Incidents Clarified that Partners are free to make public statements of fact about Security Incidents (e.g., regarding unavailability of the tape or support) – but may not make public statements about the cause of Security Incidents unless required by law or with the CTP's consent.	Made in response to comments from a Respondent.	Amended clause 15.4.
12	Audits Pared back the CTP's audit rights (e.g., by restricting their scope and ensuring third party auditors are not competitors of Partners).	Made in response to comments from a Respondent.	Amended clause 16.
13	CTP Records Clarified that the authoritativeness of the CTP's records applies only in respect of performance of the parties' obligations under the contract. Added a mechanism for Partners to notify the CTP of incorrect records.	Made in response to comments from a Respondent.	Amended clause 18.5.
14	Indemnity for Regulatory Fines Narrowed the Partner's indemnity for regulatory fines by limiting it to fines directly resulting from the Partner's non-compliance with the contract.	Made in response to comments from three Respondents.	Amended clause 20.1.5.
15	Liability for Indemnities	Made in response to comments from three Respondents.	Deleted former clause 20.4.4.

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	Subjected all Partner indemnities (which were previously uncapped) to the standard liability cap.		
16	Challenge Process – CTP Termination Expanded scope of the challenge process to allow Partners to challenge any notice served by the CTP to terminate the contract without cause or on account of a Security Incident, regulatory breach, Partner material breach, Partner insolvency, requirement of the FCA or Partner persistent breach of service levels. Relatedly, removed references to the CTP being able to terminate the contract with immediate effect. Instead made clear that termination will only occur (i) if after the challenge period has expired (if no challenge is made) or (ii) if determined by the CTP Board (if a challenge is made). NB. These changes only affect termination notices served by the CTP. Partners remain able to: (i) terminate the contract without cause and (ii) terminate the contract with immediate effect in the event of CTP material breach or insolvency.	Made in response to comments from three Respondents.	Restructured clauses 21.4 – 21.8. Amended clause 22.1.3.
17	CTP Suspension In relation to the CTP's suspension rights, clarified that: suspension will not require a Partner to delete data, stop using CTP trademarks or notify tape users that the Partner is no longer a member of the programme;	Made in response to comments from two Respondents.	Separated the suspension and termination provisions. Added new clause 21.6 and clarificatory language to clauses 21.9 and 21.10.

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	- following the period of suspension (which shall be no longer than the CTP reasonably deems appropriate), Partner's access to CTP tooling will be restored and Partner can re-commence providing support to users; - if a single event triggers the CTP's rights of both suspension and termination, the CTP may suspend the contract (with immediate effect) and issue a termination notice (which, per row 16 above, does not have immediate effect and is challengeable).		
18	Challenge Process – Changes made by the CTP Expanded scope of the challenge process to allow Partners to challenge any changes the CTP proposes to make to the AP Portal, Diagnostics API, Administrative Functions, authentication infrastructure or Technical Specifications. Removed previous right for Partners to request the CTP escalate changes for review by the CTP Board. This right was more limited (it applied only to changes which would have a material adverse effect on the Partner's ability to deliver support) and is superseded by expansion of the challenge process.	Made in response to comments from a Respondent.	Added new clause 22.1.4. Amended definition of "Administrative Functions" to remove reference to Administrative Functions being updated in the CTP's sole discretion. Deleted former clause 10.3 (new clause 10.3 added per row 8 above).
19	Challenge Process – Reservation of Rights Clarified that a determination made by the CTP Board pursuant to the challenge process does not stop either party from bringing a legal claim.	Made in response to comments from a Respondent.	Amended clause 22.3.3.

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20	Provision of support by Affiliates Added wording to make clear that Partners can provide support using personnel of their affiliates – provided the CTP is notified (and does not object) and the relevant personnel / affiliates are covered by the required certifications.	Made in response to comments from a Respondent.	Added new definition of "Affiliate" Added new clause 23.3