

Respondent Details

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| Company Type | Trade Association |
| User Type | Not Registered |
| Select if response should be anonymous | <input type="checkbox"/> |
| Please indicate which DSB service you expect to use in the future | <input type="checkbox"/> UPI Service only <input checked="" type="checkbox"/> OTC ISIN + UPI Service [Members] <input type="checkbox"/> OTC ISIN Service only <input checked="" type="checkbox"/> Not sure <input type="checkbox"/> None of the above |

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| 1 | <p>Client Onboarding and Support Platform (COSP)</p> <p>Given the G20 mandate for the introduction of a UPI, it is expected that there will be global demand for the UPI Service, the DSB is therefore in the process of implementing a scalable online platform to allow fee-paying UPI Users to perform the administrative steps to onboard to the service, and then perform 'in-life management' processes (e.g. upgrade/downgrade, terminations, renewals, the addition of new users within their organization, etc). The online system is referred to as the Client Onboarding and Support Platform (COSP).</p> <p>When the COSP and UPI Service are launched, new and existing Users of the OTC ISIN Service will continue to use the existing manual OTC ISIN processes to onboard and manage their relationship</p> | |

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| | <p>with the DSB. The COSP will initially only be available to UPI Service Users. A roadmap to roll-out the COSP to OTC ISIN Users will be subject to further analysis and stakeholder engagement.</p> | |
| 1a | <p>Do you concur with the DSB’s proposed approach to move the onboarding and in-life management processes to an online platform for the UPI Service?</p> | <p>Whilst this proposal to present the service access and management via an online portal is both sensible and fully in line with market practices of utility operators in general; EVIA would underscore at the outset that it does not agree with the underlying ISIN fee structures and methodologies upon which this proposal in general seeks to emulate.</p> <p>The approach of the DSB to apply large and disproportional charges across venues and intermediaries in a supposition of pass-through, then then to seek to multiply this fee imposition horizontally across group legal entities has not been either fair nor effective from the outset of the MiFID2 use-case.</p> <p>The opportunity to develop UPI governance ought to afford a chance to reset these errors rather than to double-down on the precept of monopoly powers. In particular, the underpinning concept of pricing to authorised trading venues and intermediaries as a “pass-through tax” has never been practical and resulted in the encouragement of trading off-venue and outside compliant jurisdictions and products. Rather, funding should be achieved from the wider scope of that end-user community who derive the benefits from the underlying G20 best practice principles.</p> |
| 1b | <p>If not, what specific alternate approach do you recommend? Please provide a clear and objective rationale for each alternate approach you recommend.</p> | <p>N/A</p> |
| 2 | <p>Common Agreement</p> | |

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| | <p>Industry feedback has been that legal provisions to support the UPI Service should be incorporated into the existing DSB legal framework that is utilized for the OTC ISIN Service, such that there is a Common Agreement. The DSB has considered a number of options to facilitate this objective in a cost effective and streamlined manner and proposes the introduction of the concept of a “Subscription”, through which a User accesses a DSB Service by reference to both the service-type(s) (i.e., OTC ISIN and/or UPI) and User Type(s) (e.g., Infrequent, Standard, Search-only API, Power).</p> <p>The DSB’s proposal is that each Subscription Form is a distinct legal component of the overarching Access and Usage Agreement executed between the User and the DSB, consisting of the Subscription details, and reference to the Main Terms and the Policies. The proposed model would result in Users having where applicable, one OTC ISIN Subscription Form, including details of all subscriptions for the OTC ISIN Service, and one UPI Subscription Form including details of all subscriptions for the UPI Service. The Main Terms and Policies referenced would remain common across all Subscription Forms, and contain cross-subscription provisions.</p> <p>The detailed information that follows this section sets out some alternatives considered by the DSB, to provide users with insight into the DSB’s rationale for the proposed approach. The changes proposed by the DSB are largely structural and process related. They affect the way in which Users contract with the DSB and the way in which the resulting agreements are documented rather than impacting their legal rights and obligations.</p> <p>The revised legal documentation structure would initially only apply to new UPI Users upon the launch of the UPI Service. It is proposed that existing Users of the OTC ISIN Service will be transitioned to the new</p> | |

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| | <p>document structure via a Variation Notice. Aligned with the Variation Notice provision within the existing DSB Access and Usage Agreement, section 1.2 , “The DSB may amend... the Main Terms by giving ninety (90) days’ notice in writing to the User at any time provided that the same or equivalent amendments are also made to all other agreements governing access to, and use of, the DSB Service”. As such all OTC ISIN agreements will be transitioned to the new structure simultaneously. Communication regarding plans and timelines for transition to the new document structure will follow in due course. The DSB’s proposed approach would mean that Users will not need to counter-sign these as it is simply a record of the existing agreement.</p> | |
| 2a | <p>Do you concur with the proposed structure of the DSB’s contractual documentation – to have separate Subscriptions Form for the OTC ISIN and UPI Services respectively referencing common Main Terms and Policies?</p> | <p>Notwithstanding our opposition to the underlying fee model and structure propose by the DSB, EVIA does concur with the proposal to have separate subscription forms for the OTC ISIN and UPI Services. These would appear to be perform the most cost-effective approach to segregated services under a harmonised approach.</p> <p>We note that this approach would require global counterparty users to universally enter into the agreement under English Law.</p> |
| 2b | <p>If not, what specific alternate approach do you recommend? Please provide a clear rationale for any recommendations you make to incorporate into the DSB’s approach.</p> | <p>N/A</p> |
| 2c | <p>Do you concur with the outlined approach for transition of existing OTC ISIN Users to the new document structure?</p> | <p>The approach to introduce the new document structure via a Variation Notice would appear to be pragmatic, given that we appreciate the net benefit of a single shared overarching contract.</p> <p>The DSB should be explicit and clear during this process that no new, nor any materially changed legal liabilities, would be introduced, as compared to those in place as of today for the OTC ISIN agreement.</p> |
| 2d | <p>If not, what specific alternate approach do you recommend? Please provide a clear rationale for any</p> | <p>N/A</p> |

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| | <p>recommendations you make to incorporate into the DSB's approach.</p> | |
| 3 | <p>UPI Service Onboarding and User Experience</p> <p>The default onboarding approach for prospective fee-paying UPI clients is proposed to be the use of the DSB's Client Onboarding and Support Platform (COSP) - set out in section Error! Reference source not found. of this consultation - to select the User Type(s) to which the legal entity wishes to subscribe and complete the administrative onboarding steps.</p> <p>If the proposal is endorsed by industry, clients of the UPI Service will be asked to accept a set of COSP Platform Terms (aligned to the Main Terms and Policies) upon starting the UPI onboarding process as they will be interacting with the onboarding system prior to reaching the step of signing the Subscription Form.</p> <p>As part of an effective cost control framework, the DSB proposes to limit the number of client staff per fee-paying entity who can be granted role-based access to use the COSP free-of-charge (i.e., included in the User fees) as part of the core cost recovery framework. Subject to industry feedback, the DSB will evaluate whether it should also facilitate staff access for additional employees as an optional service. These steps may be completed by a single or multiple client member(s) of staff with the necessary authority. The onus is on the member of staff acting on the behalf of a given User entity to have the necessary authority to do so when, for example they register for use of the COSP, use the platform, accepts Terms & Conditions and execute Subscription Form.</p> <p>New OTC ISIN Users will continue to follow the existing manual approach until such a point that there is agreement to a potential roadmap to roll-out the COSP to OTC ISIN Users. Such a roadmap will be subject to further analysis and stakeholder engagement.</p> | |

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| | <p>The DSB expects that Registered Users (who do not pay a fee to use the DSB’s services) will manage their own login to access the UPI Service via the web-based manual (GUI) mechanism. As such, should for example a UPI Registered User change firms, and therefore their email address changes, Registered Users will be required to re-register and create a new account. This approach relates to new UPI clients upon launch of the platform. A roadmap to transition to the same approach for new OTC ISIN Registered Users will be subject to further analysis and stakeholder engagement.</p> | |
| 3a | <p>Does industry agree with the scope of the Platform terms and conditions at the point of starting the registration process on the COSP, to cover use of the platform prior to signing the Access and Usage agreement?</p> | <p>No, EVIA disagrees with the scope of the Platform terms and conditions. These proposals only further embed those mistakes of the ISIN service, by charging user groups who gain no benefit from the service. Rather, we would encourage the DSB to consider utility-like models and charge the beneficiaries rather than those trading venue and intermediaries unable to pass through the charges. Specifically, we would urge the “Stamp Tax” model, wherein any charges are borne by the actual users and not the intermediaries. Therefore, a new and minimal separate class for authorised trading venues should be created, this would encourage both adoption and innovation in the use of UPI and therefore of UTI with concomitant direct benefits for financial stability.</p> |
| 3b | <p>Are there other terms you would expect to see reflected? Please provide a clear rationale for any proposed additions or amendments.</p> | <p>EVIA we would change the fee model because a pass-through system by way of charging venues and intermediaries directly does not work and in fact acts as a disincentive. Rather, we would urge the “Stamp Tax” model, wherein any charges borne by the actual users and not the intermediaries. Therefore, a new and minimal cost separate class for authorised trading venues should be instigated. This would encourage both adoption and innovation in the use of UPI and therefore of UTI with concomitant direct benefits for financial stability.</p> |
| 3c | <p>Does you think that a fair approach would be to cap the number roles made available to fee-paying clients to use the COSP, and to tier these limits of</p> | <p>No EVIA disagrees. A more fundamental reassessment of the objectives and methods is preferable.</p> |

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| | <p>how many can be assigned per client entity based on User Type?</p> | |
| 3d | <p>If not, please outline an alternative approach, including clear rationale for your proposal.</p> | <p>We refer to answers 3a, 3b and 3c above. We would also add that a new model to license global intragroup usage would be appropriate, in order not to replicate the mistakes of the ISIN model in seeking to replicate charges across activities within the same commercial group by relying on venue identifiers as opposed to the commercial group collection of related LEIs.</p> |
| 4 | <p>LEI for Entity Identity Verification</p> <p>To register for the UPI Service, the DSB will require UPI Users to provide an active Legal Entity Identifier (LEI) to enable the DSB to verify the identity of the User entity against the central record held by the Global Legal Entity Identifier Foundation (GLEIF). There may be a lead time to obtain an LEI with the respective Local Operating Unit (LOU) (an organization authorized to issue LEIs to legal entities). As such, entities who do not already have an LEI are encouraged to prepare in advance. Clients who are not able to obtain an LEI will be handled on a case-by-case basis.</p> <p>New fee-paying OTC ISIN Users will not be required to provide an LEI until such time that the COSP is extended to cater for OTC ISIN Users. Existing fee-paying OTC ISIN Users will not need to provide an LEI until they either sign-up to the UPI Service or are transitioned to the new document structure (per the proposal in section Error! Reference source not found.).</p> <p>In keeping with current practice, eligible Affiliates under the DSB agreement are based on Organisation Type and must have the same Organisation Type as the User entity entering into a contractual agreement with the DSB (signing the Subscription Form).</p> | |

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| 4a | Do you think it is prudent and reasonable to mandate the use of the LEI for users of the UPI Service? | <p>EVIA has campaigned for the wider uptake of LEIs and here would support a model based upon aggregating related LEIs in order to recognize the practical international activities of commercial group structures, which occur continuously across both branches and subsidiaries.</p> <p>The DSB Proposal is inappropriate. The table of, “ability to extend to affiliates” across pps 37/38 supposes Trade Execution Platforms should not extend. This is entirely unjustified, save to a reference to the “DSB User Policy” which is itself unsubstantiated, unreasonable, and unfathomable.</p> <p>As set out above, this leads directly to both unfair practices, but also to poor outcomes in respect of public policy objectives.</p> <p>A licensing approach based upon the cross-border intragroup activities would be more appropriate, in order not to replicate the mistakes of the ISIN model in seeking to replicate charges across activities within either the same company or the same commercial group by relying on venue identifiers or to individual LEIs.</p> <p>Clearly it does remain reasonable to expect that any entity requesting a UPI would already have a valid LEI. We would support this as a mandatory condition to use the UPI Service will encourage the use of LEIs with limited negative impact.</p> |
| 4b | If not, please advise of your concerns including a clear statement of your rationale, and any alternative approach. | An entity identity verification approach based upon the activity model would generate more widespread adoption and integration of the UPI and UTI. The DSB model should in the first instance seek to aggregate the relevant LEIs and MICs within each related group organisation. |
| 4c | Do you concur that the list of Organisation Types adequately coverages the breadth of real-world organisational units, or are other Organisational Types required? | See 4a above |
| 4d | Do stakeholders agree with the proposed list of Organisational Types where Affiliates are eligible to benefit from the terms of the Agreement? | See 4a above |

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| 5 | <p>Pre-payment</p> <p>Within the existing payment in advance principle, the DSB also intends to introduce online pre-payment for the UPI Service for certain UPI User Types (based on the associated fee levels).</p> <p>The key driver for introducing pre-payment is to reduce operational cost and inefficiency in the payment handling process related to overdue invoices, particularly for outstanding fees of low monetary value. Pre-payment will only be possible by debit or credit card.</p> <p>A roadmap to transition to the same approach for OTC ISIN users will be subject to further analysis and stakeholder engagement.</p> | |
| 5a | <p>Do you agree that it is reasonable for pre-payment by debit or credit card for certain User types to be mandated during the Onboarding process, to allow the DSB to achieve increased operational efficiency and reduce costs of payment handling?</p> | <p>EVIA considers that it is both common and reasonable to apply a pre-payment model to Infrequent Users. However, clearly any pre-payment fee structure would be highly unusual and disproportionate in a wholesale context, that is, it should not be applicable to higher-payer user services, such as Power Users and Standard Users.</p> <p>Similarly, payments by debit or credit card is reasonable for Infrequent Users, but no basis for wholesale financial infrastructures. It is not an observable standard requirement for paying for other reporting services, and not good practice from any AML or agile type perspective.</p> |
| 5b | <p>If not, please articulate your concerns with clear rationale, and a specific alternate approach.</p> | <p>Wholesale finance and money flows should be both transparent and traceable. They should be reversible and amenable to Reg Tech, Fin Tech and especially to “Smart Wallets.” P2P payment systems are most appropriate.</p> |
| 6 | <p>Service Activation</p> <p>UPI clients required to pre-pay will not be activated on the UPI Service in Production until the relevant Subscription Form is signed and pre-payment is received via the, and any other technical prerequisites are completed.</p> | |

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| | <p>Clients who will be invoiced with 30-day payment terms will not be activated on the UPI Service in Production until the relevant Subscription Form is signed, and billing details have been provided via the COSP. The invoice will be issued 14 days after signature of the agreement, with payment required 30 days thereafter.</p> <p>There is no impact on the current approach to payment and activation for OTC ISIN clients at this time.</p> | |
| 6a | <p>Do you agree with the activation pre-requisites laid out in this section, relating to clients paying via pre-payment and via 30-day payment terms?</p> | <p>It follows from our answers above that any pre-payment of the UPI Service would only apply to certain users, most likely to “Infrequent Users.”</p> <p>Wholesale users who sign up to the higher-payer UPI Services, should continue to follow the current OTC ISIN Service process for service activation, whereby access would be consequent to a completed subscription form. The payment of any fees should be account based and under the usual standard commercial terms which all wholesale market participants use inter alia.</p> |
| 6b | <p>If not, what specific alternate approach do you recommend? Please provide a clear and objective rationale for each alternate approach you recommend.</p> | <p>See answer above.</p> |
| 7 | <p>Termination, Suspension and Renewals</p> <p>The existing legal terms underpinning Termination, Suspension and Renewals will persist for the UPI Service. These processes for the UPI Service will be managed by default on the COSP.</p> <p>In line with the existing OTC ISIN Service, UPI contracts will auto-renew on an annual basis. Clients will continue to be given a 90-day notice period in which they are able to terminate their contract before auto-renewal.</p> <p>For certain User Type(s) and fee levels, as for initial UPI onboarding, the DSB intends to require online</p> | |

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| | <p>pre-payment by debit or credit card at the point of renewal to the UPI Service.</p> <p>There will no change to the existing approach to Terminations, Suspension and Renewals for OTC ISIN clients at the time of the launch of the UPI Service.</p> | |
| 7a | <p>Do you agree that it is reasonable for pre-payment by debit or credit card for certain User types to be mandated during the Renewals process?</p> | <p>Subject to the restriction of these debit or credit card use cases as described above, together with their operation in parallel to standard commercial methodologies, EVIA agrees with this proposal.</p> |
| 7b | <p>If not, please articulate your concerns with clear rationale, and a specific alternate approach.</p> | <p>N/A</p> |
| 8 | <p>In-Life Events</p> <p>In-life events include Upgrades/downgrades (User Type amendments), Novation, update to User notification details and the ability to raise Support Tickets for any queries or issues about the UPI Service or the COSP.</p> <p>These events will be primarily managed on the COSP for UPI clients, with assistance provided by the DSB Support teams where required. Until such a time that OTC ISIN clients are transitioned onto the COSP, they will continue to use the existing email channel as the default approach for raising requests for support.</p> <p>Where these events necessitate amendment to existing paperwork, or generate a new Subscription Form, data entered by the client online via the COSP will be used to pre-populate the relevant document template for client review and approval.</p> <p>Each subscription is a separate legal agreement comprising the Subscription details, Main Terms and Policies. As such, action can be taken in-life on any subscription in isolation or on multiple subscriptions in parallel.</p> <p>For a combined User of both OTC ISIN and UPI Services, where there is a breach of the Acceptable</p> | |

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| | <p>Use Policy or for non-payment on one service, the DSB will have the discretion to suspend subscriptions across both services via cross-subscription provisions.</p> <p>There is no change to the existing mechanism for handling in-life events for OTC ISIN Users.</p> | |
| 8a | Do you agree with the proposed approach for managing in-life events via the online platform? | EVIA concurs that this proposal to manage the ongoing service events via an online portal or platform is both sensible and fully in line with market practices of utility operators in general. |
| 8b | If not, please articulate your concerns and provide details on any specific alternate approach that you would advocate. | N/A |
| 9 | <p>Service Level Agreements</p> <p>Analysis is underway in consultation with the DSB's Technical Advisory Committee on the potential impact on latency for the existing OTC ISIN Service given that the UPI Parent will be required to be created in addition to the OTC ISIN. This may result in a revision of the existing OTC ISIN SLA for latency.</p> <p>Notwithstanding impact analysis on the existing OTC ISIN SLAs, the design principle for the UPI Service is that at a minimum the OTC ISIN SLAs will apply, such that there is consistency across the services.</p> <p>The SLOs (Service Level Objectives) for the new COSP will also be to match at a minimum the SLAs for the current OTC ISIN Service.</p> | |
| 9a | Do you think it is reasonable to apply in principle to extend the OTC ISIN SLAs to the UPI Service and COSP platform? | As an initial position, developing the UPI service in line with the existing OTC ISIN SLAs appears the most pragmatic starting point. However, given that the current SLAs have not met with widespread approval, a formal review process should be formally scheduled under DSB protocol, especially in light of the ongoing developments in related technologies, including RegTech and SupTech. |
| 9b | If not, what expectations do you have for the SLAs for the UPI Service and COSP platform? | N/A |

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| 10 | <p>DSB Governance Policy Dispute Resolution Mechanism</p> <p>As a result of prior industry consultation, the DSB Disputes and Resolution process for the existing OTC ISIN Service is arbitration (referring disputes to the London Court of International Arbitration (LCIA) and incorporating a small claims procedure). For alignment in how the Services are governed, the DSB proposes to apply the same arbitration approach to the UPI Service upon its launch.</p> | |
| 10a | Do you concur that the Dispute Resolution Mechanism should be extended to the UPI Service? | No Comment. |
| 10b | If not, what specific alternate approach do you recommend? Please provide a clear and objective rationale for each alternate approach you recommend. | N/A |
| 11 | <p>Fee Model Variables</p> <p>Based on the existing DSB fee model structure, the variables to calculate the user fees comprise the Estimated Total UPI Cost and number of users per fee paying User Type.</p> <p>In keeping with existing practice for the OTC ISIN Service, for a given contractual period, the fee determination is therefore based on an estimation of costs. Following the audited annual statutory accounts, any operational overspend within the UPI Service is netted off by any excess revenue or operational savings, to set the Estimated Total UPI Cost for the following contract year.</p> | |
| 11a | Do you agree that it is appropriate to apply the same approach to the Fee Model Variables as used for the OTC ISIN Service for the UPI Service? | <p>No, EVIA disagrees and advocates that the creation of a UPI model offers the opportunity to rectify prior mistakes.</p> <p>This opportunity to enhance both financial market structure and UPI governance ought to afford a chance to reset these errors rather than to carry on activities with less optimal arrangements as a direct consequence of the absence of any competitive</p> |

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| | | <p>influences on the system morphology initially envisaged.</p> <p>In particular, the underpinning concept of pricing to authorised trading venues and intermediaries as a “pass-through tax” has never been practical as they are not “passed through.” This has resulted in the encouragement of trading off-venue and outside compliant jurisdictions and products.</p> <p>In normal [Schumpeterian] systems such prototype or sub-standard structures are subject to both review and refinements as well as to competitive forces. in this case, and oligopoly results in none-such occurring, and indeed the initial concept is now under proposals to be extended as a global UPI service, yet still unevolved.</p> <p>The approach of the DSB to apply large and disproportional charges to venues and intermediaries in general, then then to seek to multiply that across group legal entities has been ill-conceived and misconstrued from the outset of the ISIN regime.</p> |
| 11b | <p>If not, what specific alternate approach do you recommend? Please provide a clear and objective rationale for each alternate approach you recommend.</p> | <p>Funding should be met from across the wider end-user community who form the relevant constituency which derives the benefits from the underlying G20 best practice principles.</p> <p>Any “pass-through system,” by way of charging venues and intermediaries directly in the aspiration that this is part of a waterfall, does not work and in fact acts as a disincentive. Rather, we would urge the “Stamp Tax” model, wherein any charge is to be borne by the actual market participant users and not the intermediaries.</p> <p>Therefore, a new and minimal separate class for authorised trading venues should be instigated. This would encourage both adoption and innovation in the use of UPI and therefore of UTI with concomitant direct benefits for financial stability.</p> |

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| | | <p>A new model to license global intragroup usage is also required in order not to replicate the mistakes of the precursor ISIN model by seeking to replicate charges across duplicated national activity permissions held within the same commercial group, by relying on venue identifiers as opposed to the commercial group collection of related LEIs.</p> |
| 12 | <p>Intellectual Property & Limitation of Liability</p> <p>The existing protections relating to Intellectual Property and Limitation of Liability will be extended to cover the UPI Service, and an equivalent set of measures included in the contractual information for the COSP.</p> | |
| 12a | <p>Do you agree that it is appropriate to extend the clauses relating to Intellectual Property and Limitation of Liability to the UPI Service, in the appropriate documentation?</p> | <p>EVIA disagrees with this approach. Given the mandate presented for the UPI service and therefore an absence of any competitive ecosystem across infrastructures, the role for Intellectual Property would appear ostensibly redundant and likely adding to costs without any concomitant benefit.</p> <p>Creating IPR provisions leads to the question as to whom such ownership and benefits should accrue? Presumably to the market participants paying fees to the DSB in proportion to the accrued scale of those payments, this adds complexity and costs where none should arise in addition to raising barriers to ecosystem development and the construction of innovative user tools.</p> |
| 12b | <p>If not, what specific alternate approach do you recommend? Please provide a clear and objective rationale for each alternate approach you recommend.</p> | <p>Open access and open-source architectures should be added as a core principle to underpin the UPI and COSP. Rather, the UPI service, along with the CFI coding, should be built on an open architecture and programming language in order to encourage developers, the FIX protocol and market infrastructures to build transparent and innovative applications for safer and resilient markets.</p> |
| 13 | <p>Contingency Arrangements</p> <p>The DSB recognises the need for contingency arrangements to cater for the exceptional scenario of transfer of the UPI Service to another Service Provider e.g., linked to de-designation of the DSB.</p> | |

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| | <p>The DSB's legal documentation will be updated to include explicit provision(s) that give the DSB permission to transfer this client data to a new UPI Service Provider in a contingency scenario.</p> | |
| 13a | <p>Do you agree that it is appropriate to include new clause(s) to permit the DSB to transfer client data in the case of a contingency scenario?</p> | <p>No. EVIA would prefer that client and personal data should only be held in pseudonymized formats and consequently only the relevant access codes need to be in the scope of contingency arrangements.</p> |
| 13b | <p>If not, what specific alternate approach do you recommend? Please provide a clear and objective rationale for each alternate approach you recommend.</p> | <p>Any sensitive and personal client data should be stored solely in pseudonymized formats and consequently only the relevant access codes need to be in the scope of contingency arrangements.</p> <p>Such access code information need not in themselves be physically passed onwards, but rather, should reside in a secure third-party location. This would render any DSB rules for a requirement to transfer information subject to a variety of different national level laws on individual and data privacy to be circumvented and unnecessary by the system architecture.</p> |
| | <p>Please use this space for any other comments you wish to provide.</p> | |