

Summary of Amendments to the Draft DSB Access & Usage Agreement & Policies for 2020

Contents

Introduction	1
1. DSB Access and Usage Agreement v5 2020	2
2. DSB Acceptable Use Policy v4 2020	2
3. DSB Business Continuity Policy v2	3
4. DSB Charges Policy v4 2020	3
5. DSB Connectivity Policy v3 2020	3
6. DSB Governance Policy v3	3
7. DSB Product Policy v3	3
8. DSB User Policy v4 2020	4
9. DSB Security Policy v3	4
10. DSB Service Level Policy v4 2020	4
11. Other Matters	4
Appendix	4
1. Clause 18.3 – Amendment	5

Introduction

The purpose of this document is to highlight and provide narrative on the proposed changes to the DSB Access and Usage Agreement and the associated Policies which will become effective 1st January 2020.

The changes are a result of industry feedback that has been received over the last 12 months, updates based on the experience gained from the operational service as well as editorial corrections. Consideration has also been given to additional feedback received as part of the [2020 consultation process](#).

In addition to the changes listed below, there are a number of minor drafting (formatting, grammar and cross-referencing) updates to the DSB Access and Usage Agreement and the Associated Policies. These are self-explanatory and have not been specifically listed. The meaning of the updated clauses (including the cross-references to other clauses) has not been changed unless stated below.

Industry feedback on the proposed legal documentation is welcome, with any feedback to be submitted by 5pm UTC on Monday, 2nd September 2019.

Please direct feedback to industry_consultation@anna-dsb.com.

1. DSB Access and Usage Agreement v5 2020

16. Termination and Suspension

16.6 – update to the User termination notice period from sixty (60) days’ notice to ninety (90) days’ notice. Given user appetite for annual user fee publication to be earlier than December, refer to the [DSB 2020 Final Consultation Report](#), moving the termination notice to 90 days will assist with the possibility of bringing the annual user fee calculation forward. User numbers are a key Fee Model Variable and are required to be fixed for the subsequent year before annual fees can be determined.

18. Notices

18.3 – updated the standard notices contact clause, related to legal, administrative and financial matters, to allow for introduction of a technical contact for Breach Notice (18.4)

18.4 – new provision to provide the details of the User’s contact for Breach Notices, primarily for technical matters, in relation to DSB Acceptable Use Policy paragraph 2.6.

Appendix A

A definition of “Breach Notice” has been inserted.

Clause 18 Amendment

The Clause 18.3 Amendment form (now the Clause 18 Amendment form) has been updated to include 18.3 (a) and (b) and 18.4, see the Appendix (*Clause 18 Amendment*).

2. DSB Acceptable Use Policy v4 2020

2.3(g) – update to invalid message thresholds from daily (no more than 200 per day) to weekly (no more than 1000 per week).

2.3(k) – new provision to make explicit that a User must not connect any of their non-production environments to the DSB’s production environment.

2.6 – for reference “Breach Notice” has been defined in the Main Terms as “a written notice given by the DSB to the User following breach of the Acceptable Use Policy”.

2.6(a) – update to minor breach terms given experience with service provision and inclusion of Breach Notice terminology (related to Access and Usage Agreement clause 18.4 Breach Notice contact and Appendix A, definition for Breach Notice). A minor breach will only be communicated to the DSB Management Team, not the DSB Board.

2.6(b) – update to moderate breach terms given experience with service provision and inclusion of Breach notice terminology (related to Access and Usage Agreement clause 18.4 Breach Notice contact and Appendix A definition for Breach Notice).

2.6(c) – update to severe breach terms to include Breach Notice terminology (related to Access and Usage Agreement clause 18.4 Breach Notice contact and Appendix A, definition for Breach Notice).

2.7(new) – new paragraph to make explicit that users are required to acknowledge and act upon Breach Notices in accordance with the details stipulated in the Breach Notice.

2.8(new) – was previously 2.7.

2.9(new) – was previously 2.8.

3. DSB Business Continuity Policy v2

1.3 – new paragraph to reflect the role of the DSB Technology Advisory Committee in relation to DSB disaster recovery and business continuity.

4. DSB Charges Policy v4 2020

1.1 – updated to include cross-references. Removed reference to Additional ISIN Generation / Search Fees (which no longer apply) and added reference to UAT-Only Programmatic Access Fees (see new paragraph 8).

1.4 – was previously 2.8

2.4 – updated to allow flexibility for the DSB to provide the Fee Model Variables (Total DSB Cost, Number of Infrequent Users, Number of Standard Users and Number of Power Users) earlier than the end of the first Working Day in December based on industry feedback, refer to the [DSB 2020 Consultation Final Report](#), section 6.

2.7 – updated to reflect that pro-rata fees apply to Standard and Power User Agreements only.

2.8(old) – new 1.4

2.9(new) – new provision to include details relating to Infrequent User Agreements, linked to new paragraph 2.8.

3.1 – updated to include cross-reference definition of Intermediary in the User Policy.

5(old) – removal of Additional ISIN Generation / Search Fee as not applicable given experience with service provision.

5(new) – was previously 6.

5.2(new) – previously 6.2, updated to require invoices to be distributed no later than 15 December, given the update to paragraph 2.4 above.

6(old) – was previously 7.

7(old) – was previously 8.

8(new) – new paragraph related to UAT-only Programmatic Access for those users who only wish to connect to the connect to the DSB UAT environment beyond the initial three month free period.

5. DSB Connectivity Policy v3 2020

2.4 – updated to accurately reflect the initiation of the on-boarding process as well as inclusion of link to the DSB connectivity webpage.

2.8 – correction to the referenced paragraph from 3.2 to 3.1

6. Governance Policy v3

Minor grammatical and formatting changes only.

7. DSB Product Policy v4 2020

Changes to add hyperlinks to website references pages.

8. DSB Security Policy v4 2020

Minor grammatical and formatting changes.

Information Security Policy Document – Link to the [Information Security FAQ](#)

9. DSB Service Level Policy v4 2020

2.1 – Availability hours will be updated following the feedback from industry consultation, refer to the [DSB 2020 Final Consultation Report](#), section 5.4.1. The effective date of the change is yet to be ratified by the Technology Advisory Committee, but it will be between advised in line with the ninety (90) day notification period, once the date of the change has been ratified by the TAC.

10. DSB User Policy v4 2020

5.1 – inclusion of software vendors as an example of a form of Intermediary.

11. Other Matters

Brexit & GDPR

The DSB is keeping abreast of the publicly available information on Brexit and considering the possible implications. There are currently no foreseeable matters which require the DSB to take action in relation to the core ISIN service (creation and search activities). Brexit-related service disruption planning remains, at this time, a subset of the DSBs' existing crisis contingency plans (including any diligence on our reliance on suppliers and subcontractors).

In the spirit of equal treatment of all users, the DSB is undertaking the necessary precautions to safeguard the exchange of data from the EU to UK in the event of a no-deal Brexit. In this eventuality, the DSB will publish a revised Access and Usage Agreement, in accordance with clause 1.2(c), to accommodate the Controller to Controller Standard Contractual Clauses which will be required.

Due to the common nature of the Agreement, the DSB is unable to negotiate or execute bilateral terms on this matter.

Appendix

1. Clause 18 – Amendment

Derivatives Service Bureau (DSB) - ACCESS AND USAGE AGREEMENT

CLAUSE 18 – AMENDMENT TO USER NOTIFICATION DETAILS

DATE OF AMENDMENT

[INSERT DATE]

PARTIES

- (1) **Derivatives Service Bureau (DSB) Ltd** (Company No. 10542063), a company incorporated under the laws of England and Wales whose registered office is at Cannon Place, 78 Cannon Street, London, EC4N 6HL, United Kingdom ("**DSB**"); and
- (2) **[USER NAME]**, incorporated and registered in **[INSERT JURISDICTION]** with company number **[INSERT NUMBER]** whose registered office is at **[INSERT ADDRESS]** (the "**User**") intends to use the DSB as a **[SELECT DSB USER TYPE - INFREQUENT USER/ STANDARD USER / POWER USER / POWER USER and INTERMEDIARY / INTERMEDIARY only]**,

each a "**party**" and together being the "**parties**".

INTRODUCTION

1. The parties to the Agreement consent to change the User contact details for receipt of Notices as set out in clause 18 of the Main Terms ('Clause 18 Amendment').
2. This Clause 18 Amendment forms part of the Agreement agreed between the User, its Affiliates and the DSB.
3. Defined terms shall have the same meaning as set out in the main terms of the Agreement and as otherwise set out herein.
4. Except as set forth in this Clause 18 Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF this Clause 18 Amendment has been entered into on the date stated at the beginning of it.

Signed by

For and on behalf of

DSB

Position: DSB Board Member

Date:

Signed by

For and on behalf of

[USER NAME]

Position:

[INSERT DATE]

CLAUSE 18 AMENDMENT

For the purposes of clause 18.3 the specified addresses are:

(a) DSB: FAO: Emma Kalliomaki, MD (or their successor in this role)

Cannon Place, 78 Cannon Street, London EC4N 6HL

E-mail: emma.kalliomaki@anna-dsb.com

(b) [USER]: FAO: **[INSERT NAME], [INSERT POSITION]**

(or their successor in this role)

[INSERT POSTAL ADDRESS]

E-mail: **[INSERT E-MAIL]**

or such other address as the relevant party may notify to the other in writing from time to time.

For the purposes of clause 18.4 the specified User address is:

[USER]: FAO: **[INSERT NAME], [INSERT POSITION]**

(or their successor in this role)

[INSERT POSTAL ADDRESS]

E-mail: **[INSERT E-MAIL]**

or such other address as the User may notify to the DSB in writing from time to time.