

Additional Clauses for Digital Capability Publisher Service Provider Deed Polls

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This document shows the clauses with substantive additions or changes compared to the Access Point Service Provider Deed Poll due to the differences in role and function of the Digital Capability Publisher Service Provider. The un-highlighted parts show the differences – yellow highlight of the clauses are the same in both Deed Polls.

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8 Digital Capability Publisher Service Provider Interoperability

8.1 Digital Capability Publisher Service Provider Connectivity

The Digital Capability Publisher Provider **must ensure that:**

- (a) its Digital Capability Publisher Service **is able to connect** and respond to Participants in the Framework as required under this Deed Poll; and
- (b) its Digital Capability Publisher Service **supports and conforms to any connectivity standards set out in the Implementation Guide published and reviewed by the Accreditation Body.**

[The Access Point Service Provider Deed Poll has additional sub-clauses (b) and (c) as appropriate to the different nature of the services provided]

8.3 Digital Capability Publisher Processing

The Digital Capability Publisher Provider **must ensure that its** Digital Capability Publisher Service:

- (a) publishes Client registrations within two (2) Business Days of receipt of a request to register;
- (b) do not preclude an Accreditation Body Accredited Access Point Service Provider acting on behalf of its Clients to create, delete or update the Client’s record; and
- (c) adheres to the interoperability standards detailed in the Implementation Guide published by the Accreditation Body.

9 Disconnections and Portability

9.3 Portability

Where a Client of the Digital Capability Publisher Service Provider (**Exiting Digital Capability Publisher Service Provider**) has notified in writing another Accredited Digital Capability Publisher Service Provider (**New Digital Capability Publisher Service Provider**) that it wishes to migrate to the New Digital Capability Publisher Service Provider:

- (a) the responsibility to ensure that the migration of the Digital Capability Publisher Service Provider Services is attained successfully rests with the New Digital Capability Publisher Provider;
- (b) the New Digital Capability Publisher Service Provider should facilitate and coordinate all activities relating to the migration of the Digital Capability Publisher Service Provider Services with the Exiting Digital Capability Publisher Service Provider and other relevant Participants;
- (c) the Exiting Digital Capability Publisher Service Provider must cooperate in achieving the transfer of the Digital Capability Publisher Service Provider services, unless the Exiting Digital Capability Publisher Service Provider is bound by pre-existing contractual arrangements with the Client that prevent it from doing so;
- (d) where clause 0(c), applies the Exiting Digital Capability Publisher Service Provider must notify the Accreditation Body in writing of this issue; and
- (e) the New Digital Capability Publisher Service Provider must follow the technical requirements in the Implementation Guide in relation to the migration.

10 Costs and Charges

- (a) The Digital Capability Publisher Provider must;
 - [(i) to (iii) are the same as the AAP Agreement]
 - (iv) not charge an Access Point Service Provider for accessing or updating data from the Digital Capability Publisher Service Provider;
 - (v) not charge an Access Point Service Provider for services related to connection, setup, testing, conversions, development or implementation of the Digital Capability Publisher Service Provider services; and
 - (vi) [same as AAP Agreement].

13 Data Ownership and Management

13.1 Data owned by Client

- (a) The Digital Capability Publisher Provider Service Provider acknowledges that all data including the registration and capability in the Digital Capability Publisher Provider Service Provider services is owned by the Client. In particular and without limiting the preceding sentence, the Digital Capability Publisher Service Provider must ensure that the Client has given

its acceptance to publish the Client's metadata to both the Digital Capability Publisher Service Provider and the Digital Capability Locator.

- (b) If the registration is done by a third party and not the Digital Capability Publisher Service Provider who has the commercial arrangement with the Client, the Digital Capability Publisher Service Provider must ensure it is able to provide evidence of any transfer of responsibility.

13.2 Client's permission to publish data for Framework Infrastructure only

- (a) The Digital Capability Publisher Service Provider must ensure that it has its Client's written approval prior to publishing the Client's data or information.
- (b) The Digital Capability Publisher Service Provider Digital Capability Publisher Service Provider may distribute information about a Client or Participant only to the extent required for operation of the Framework infrastructure.

13.3 Data Retention

Client data held by the Digital Capability Publisher Service Provider or anyone acting on its behalf must be kept for the longer of:

- (a) two (2) years; or
- (b) the period prescribed by applicable Law.

[Clause 13.4 Updates of meta data is the same as the Access Point Service Provider Deed Poll clause 13.3.]

16 Suspension and Revocation of Services

[Clauses 16.1 to 16.3 are the same.]

16.4 Data to be Available for Migration to other Digital Capability Publisher Providers

The Digital Capability Publisher Service Provider must ensure all data related to Participants that may need to be migrated in order to transfer the Digital Capability Publisher Service Provider service to another Digital Capability Publisher Provider are in a format capable of being processed automatically by another Digital Capability Publisher Service Provider. Upon notification by the Accreditation Body that the Digital Capability Publisher Service Providers Accreditation will be suspended or revoked in accordance with this clause 16, a copy of this data in the appropriate format must promptly be provided to the Accreditation Body for transfer to another Digital Capability Publisher Service Provider in order to continue the offering of services to the Participants

[Clause 16.5 Publishing Information about Suspension and Revocation is the same in both Deed Polls but is numbered clause 16.5 in the Digital Capability Publisher Service Provider Deed Poll and clause 16.4 in the Access Point Service Provider Deed Poll.]