

Ref	Bidder Question	FCA Response
1	In MAR 9.2B.34R(5), the requirement for the CTP to 'operate an open-source API' is noted. Does this refer to the API specification being publicly documented and freely accessible, or is there an expectation for an open-source implementation (e.g., sample code) to be provided?	<p>This query relates to interpretation of a specific requirement - 9.2B.34R(5) – in Chapter 9 (Data reporting service) of the Market Conduct Sourcebook (MAR) in the FCA Handbook.</p> <p>The requirement to 'operate an open-source API' refers to the API specification meeting the principle of constraint-free replicability, including being publicly documented and freely accessible.</p>

2	<p>In your "Bond CTP Concession Agreement FINAL" document, page 88, sections 7.1 and 7.2, you mention a "standard distribution platform" which should offer access to CT data without any additional costs but also make a provision for alternative distribution technologies for users with more complex distribution requirements. Can you please clarify whether your intention is to have one pricing for a standard distribution solution and another price for a more complex distribution solution? If the CTP is expected to offer more than one distribution solution, how is the pricing of two different solutions at different price points applied to the same tier based on relevant revenue?</p>	<p>This question – question 2 - refers to licensing principles (p87-89) relating to distribution of the CT service, as set out in Schedule 7 of the Draft Contract.</p> <p>The CTP licensing model sets out the type of licences that the CTP needs to provide and where applicable, connectivity that needs to be provided by the CTP, where access by users to specific connectivity options are linked to achieving the policy intent behind putting a UK bond CTP in place.</p> <p>The licensing requirements set out in the tender documents are not intended to be exhaustive – it is for potential bidders to consider how they want to work within the parameters set. In the context of connectivity, we expect that potential bidders have in mind a range of connectivity options that they intend to provide in order to meet the needs of different users. The CTP licensing model does not limit those options.</p> <p>Within the CTP licensing model, for a particular type of licensee, the CTP may choose to charge different prices for different types of connectivity so long as this is transparent and non-discriminatory.</p> <p>In this context:</p> <p>7.1 sets out that the CT must offer a fully functional, standalone CT service where this must include within the licence price a reasonable technical option for receiving the service. This default distribution option may differ across licence types.</p> <p>7.2 recognises that the CTP may cater for users that require higher cost distribution options, but (where lower cost technology users of the relevant licence type exist) doing so does not remove the requirement for the CTP to offer the licence including a low-cost distribution option.</p> <p>In terms of how this would apply in the price auction and the resulting weighted-average price cap (WAPC) on CTP prices:</p>
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3	<p>In your "Bond CTP Concession Agreement FINAL" document, page 65, section 1.2(b), you state clearly that "to the extent that the Concessionaire offers more than one distribution technology these will be the price included within the WAPC". Can you please clarify how in practical terms the CTP is expected to apply two different prices to the same tier based on relevant revenue? For example, 80% of Tier 4 users interested in API connectivity could ask for a simple and more economical solution while the remaining 20% might ask for a more complex and expensive solution but the CTP only has one price point available for Tier 4 users which is inclusive of access and connectivity fees.</p>	<p>This question – question 3- refers to Schedule 2 of the Draft Contract and relates to the mechanics of the weighted-average price cap (WAPC) and its application in the context of CT licensing.</p> <p>Refer to Q & A 2.</p> <p>In terms of the Draft Contract:</p> <p>The paragraph referenced currently reads "The CTP must set prices for licence types such that the weighted-average price does not exceed the WAPC. To the extent that the Concessionaire offers more than one distribution technology for users of the real-time feed, these distribution technologies will be the price included within the WAPC."</p> <p>To clarify, we will update this to read that "The CTP must set prices for licence types such that the weighted-average price does not exceed the WAPC. To the extent that the Concessionaire offers more than one distribution technology for users of the real-time feed, these price of the licence with the highest price including distribution technologies will be the price included within the WAPC."</p>
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4	<p>In your "Bond CTP Concession Agreement FINAL" document, page 82, section 2.1, Table 1, you mention that Redistribution licenses apply to both real-time and historical data. However, page 83, section 2.4, Table 2, you only list real-time as a redistribution case. Additionally, page 59, section 6.1(f), you indicate that historical data delivered via API alongside real-time data should not be chargeable. Given the extra work required for periodic data reconciliation described in section 2.2 of page 83, can you please clarify how you expect the CTP to deliver historical data in a commercially viable fashion to users who elect to receive it via API and why you intend to exclude a charge if the same API delivers real-time data?</p>	<p>This question – question 4 – has two parts.</p> <p>Part (1) refers to the scope of application of re-distribution licence requirements, where this is outlined in Table 1 and Table 2 of Schedule 7.</p> <p>In this case, Table 2 will be updated to reflect that the re-distribution requirement and terms are relevant for both real-time and historical data.</p> <p>Part (2) refers to Schedule 1 of the Draft Contract and relates to the sub-section on 'terms for providing a bond CT' that reads "[The CTP shall] make market data available at the same price and on the same terms and conditions to all customers within the same category (and have scalable capacity to enable this) and must charge for use of historical data when it is requested separately from the use of market data, except where it is provided in a machine-readable form through an API. (MAR 9.2B.36R). For the purposes of interpretation, this would exclude academic and non-commercial licences for historical data".</p> <p>As noted in this text, the referenced part of the Draft Contract sets out the provisions in MAR 9.2B.36R which require the CTP for bonds to provide market data on a non-discriminatory basis.</p> <p>Sub-section (2) of MAR 9.2B.36R clarifies that the CTP must offer historical data as a standalone service (ie not bundled with real-time data) where this is requested by (existing or potential) users of the data, except where historical data is being provided via an API.</p> <p>For the avoidance of doubt, MAR 9.2B.36R does not preclude:</p> <p>the use of multiple prices by the CTP within a licence type where these reflect differing costs of providing different distribution technologies, so long as the prices available to different customers for the same combination of licence type and distribution technology are the same; or</p>
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8	<p>Section 2.4 of Schedule 7 of the draft Bond CTP Concession Agreement states that Enterprises can have an unlimited number of displays. Is this subject to fair use or other restrictions, noting some organisations may have tens of thousands of employees?</p>	<p>This question – question 8 – relates to the part of Schedule 7 of the draft contract that sets out (in a table) the features and functions of different licence types the CTP must make available.</p> <p>We would not object to a fair usage policy that has thresholds set at sufficiently high levels to be relevant only for exceptional users. Consistent with this, were thresholds to be put in place by the CTP, we expect that such thresholds would be proportionate in the context of licence types, e.g. higher thresholds for firms licensing larger enterprise licences.</p>
9	<p>Section 2.4 of Schedule 7 of the draft Bond CTP Concession Agreement states that Redistributors can provide an unlimited number of displays for end-users. We assume these displays are provided by the redistributor and there is no obligation for the CTP to provide the redistributor with (for example) white-labelled displays or even the CTP's own branded displays. Is our assumption correct?</p>	<p>This question – question 9 – relates to the part of Schedule 7 of the draft contract that sets out (in a table) the features and functions of different licence types the CTP must make available.</p> <p>The assumption here is correct.</p>
10	<p>Section 3.6 of Schedule 7 of the draft Bond CTP Concession Agreement describes the scope of redistribution licences, including the rights of the CTP to audit the redistributor and enforce the pass-through of licence conditions to the end-user. We are concerned that the CTP will be unable to enforce its rights and obligations in the case where a redistributor sells the data to another redistributor who then sells the data to end-users.</p> <p>a) Is it the intent of the FCA to allow a redistributor to sell the data to another redistributor who then sells the data to end-users? If yes, how will the CTP's rights and obligations be enforced across the chain?</p> <p>b) Is it acceptable for the CTP to restrict / deny the ability of a redistributor to sell the CTP data to other redistributors?</p>	<p>This question - question 10 - refers to the sub-section of Schedule 7 of the draft contract that outlines the features of redistribution licences.</p> <p>In response to the sub-questions:</p> <p>a) The FCA does not intend to prohibit distributors of the CT from licensing CT data to other distributors when then make the data available to end users. In this case, the CTP should be able to require that distributors would pass on key usage terms and conditions to redistributors where relevant. We would expect that such key terms for pass-through would be set out in EULAs.</p> <p>b) No – one of the objectives underlying the policy intervention of putting a CTP in place within a certain operating framework is to ensure the widespread use of the underlying data. Such restrictions would run contrary to this.</p>

11	<p>Section 8.2 of Schedule 7 of the draft Bond CTP Concession Agreement states that CT users licensing the CT data through a redistributor should be able to use the CT data as flexibly as if they purchased a licence directly from the CTP. Does this mean that the EULA must enforce:</p> <p>a) that the redistributor must provide all the same distribution channels as the CTP, such as displays and APIs and CSV files? In other words, the EULA should prohibit a redistributor from offering only a subset of these distribution channels?</p> <p>b) that the same fair-usage policy for downloads is used by the redistributor?</p> <p>c) that the redistributor does not bundle the CT data with any other service?</p>	<p>This question – question 11 – refers to the licensing principles set out in pages 87-89 of Schedule 7 of the draft contract that relate to redistribution.</p> <p>In response to each of the sub-questions:</p> <p>a) No – the licensing principles do not require this</p> <p>b) No – the licensing principles do not require this</p> <p>c) No – the licensing principles do not require this</p>
12	<p>Section 8.3 of Schedule 7 of the draft Bond CTP Concession Agreement defines the scope of redistribution by stating that redistribution occurs whenever a material part of the original CT data is recoverable. We anticipate being very prescriptive in the EULA on the definition of “materiality”. In particular, recovery of either price or size will be deemed as “material”. Does the FCA have a different view?</p>	<p>Defining materiality within EULAs as enabling recovery of either price or size of trades would be considered reasonable implementation of the relevant licensing principle on redistribution.</p>
15	<p>We note that Section 1.3(b) of Schedule 2 of the draft Bond CTP Concession Agreement states that “bidders should note that demand volumes will be set during the course of the e-auction, and relevant information set out in an annex to this Schedule 2”. Can the FCA confirm how the demand volumes will be calculated?</p>	<p>This question – question 15 – refers to the part of Schedule 2 of the Draft Contract relating to the structure of the weighted-average price cap (WAPC).</p> <p>The paragraph will be updated to read as “The weights used for each licence within the WAPC for the first year (wi1) will be fixed prior to the auction. Weights in subsequent years will be adjusted over time to reflect actual demand volumes for each licence type [set out in Annex [] to this Schedule 2].” To clarify, the content of the Schedule 2 Annex, which will move to the contract at an appropriate time, is currently set out in section 2.4 of Annex H of the ITT.</p>

18	<p>Will contributors need to ensure that they only send MiFID II trade reports classified as "bonds" to the CTP, or does the CTP need to perform this classification on the reports and filter-out those not deemed to be bonds trades?</p>	<p>This question – question 18 – relates to the rules on to data collection by the CTP from data contributors.</p> <p>MAR 9.2B.34(R)(4)(b) requires trading venues and Approved Publication Arrangements to send to the CTP trade reports for all MiFID categories of bonds other than ETCs and ETNs. However, there is not a specific obligation to filter the data they normally publish when connecting to the CTP's API. It is possible therefore that the CTP will need to filter out trade reports that are not related to bonds.</p>
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19	<p>We note that Authorisation should conclude within six months of the contract being signed, and the CTP service should be operational by 30th March 2026 (or the longstop date, if applicable). We also acknowledge that the preferred bidder has no guarantee of successful Authorisation.</p> <p>Is it realistic to assume that Authorisation could be completed quickly enough for operationalisation to start only after a successful Authorisation outcome? We wish to highlight that the preferred bidder carries high risk of incurring material sunk costs if they must start operationalisation while still unclear of whether they will be authorised. This would be mitigated if Authorisation could be completed rapidly upfront, so that build work only starts once the preferred bidder is certain of being permitted to launch.</p>	<p>This question – question 19 – refers to the timing of activities within the tender process, as set out across the ITT.</p> <p>It is not realistic to assume that Authorisation could be completed quickly enough for operationalisation to start only after a successful Authorisation outcome.</p> <p>Section 5 of the ITT is clear that we expect to award (and sign) the CTP contract by 17 September 2025, making this the Effective Date.</p> <p>Paragraph 21.1 of the ITT says that “The Preferred Bidder will have 30 days to submit their Authorisation application after the Effective Date.”</p> <p>In section 5 we say that “The FCA will aim to make a determination on the winning bidder’s application for authorisation by the end of 2025.”</p> <p>Paragraph 1.2.5 of the ITT highlights that the service commencement date is expected by the FCA to be no later than 30 March 2026.</p> <p>Paragraph 12.2 of the ITT is clear that “The Preferred Bidder must start work on delivering the Final Tender Solution from the Effective Date, in accordance with the implementation plan it submits as part of this Procurement process and whilst the Authorisation Application is progressed.”</p> <p>The issue of Authorisation is not inherently risky as the outcome is to a substantial degree within a bidder’s control. In this respect, we highlight paragraph 12.3 of the ITT which states “The FCA reserves the right to refuse the Preferred Bidders Authorisation application if it is not able to meet the requirements for Authorisation set out in MAR 9.2. Though the FCA can refuse authorisation when any of the requirements are not met, examples of the sorts of circumstances that would cause a challenge in respect of Authorisation are if the FCA encounters a significant issue that was not mentioned in the procurement process, or there are significant changes to the information provided as part of the procurement process, such as regarding financial information”</p>
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20	<p>In Annex A §4, on pages 24 and 25, examples are given of redistributor and value-added service provider licences. Is this the only "licence model" permitted or are these only "examples of licencing scenarios"?</p>	<p>This question – question 20 – refers to section 4 of Annex A of the ITT, which provides examples of how licences of different types would work. These provide practical illustration of the licensing regime described in Schedule 7 of the Draft contract.</p> <p>The licensing model described in these examples is the only one permissible. However, the licensing requirements set out in the tender documents are not intended to be exhaustive – it is for potential bidders to consider how they can work within the parameters set, for example, in respect of different types of connectivity.</p>
21	<p>Does the lack of distinct fees for the ""redistributor"" and ""value-add services"" licenses favour larger firms, to an extent that the model does not create a level playing field?</p> <p>i.e. It seems to imply that the largest firms could be an enterprise client, redistributor and value-added provider for a single price (and cannot enter a higher tier), whereas smaller firms are more likely to enter a larger tier from relevant revenue on ""value-add"" services.</p>	<p>This question – question 21 – refers to Schedule 7 of the Draft Contract on licensing.</p> <p>We expect that potential bidders will consider when pricing different licence types the level of usage that the corresponding users of different size are likely to have. For enterprise licences, this may be comprised of multiple different uses. If the price which corresponds to a given licence type, and therefore the CTP's anticipated level of usage for that licence type, is too high for a given user, that user may purchase multiple individual licences to use the data internally.</p>
22	<p>The pricing model seems to prescribe five enterprise licence categories. Is that structure a firm requirement or a "scenario" (which could be amended)?</p>	<p>This question – question 22 – refers to section 2 of Annex H of the ITT, which sets out how bidder's financial offers will be structured and evaluated.</p> <p>The FCA will require that the appointed CTP provide to its users the 5 enterprise licence categories described in the pricing model. Bidders may not reduce, add to or otherwise amend the licence categories provided.</p> <p>We highlight, however, that the licensing requirements set out in the tender documents are not intended to be exhaustive – it is for potential bidders to consider how they can work within the parameters set.</p>

23	Does a "value-add" vendor pay no additional fee to the CTP if they give away their "value-add" service for free? e.g. If "value-add" licenses are based on "relevant" revenue and there is no revenue, is there no fee (or only the lowest tier)? We are seeking clarification on what the "relevant" qualifier means, whether this refers to revenue generated from the "value-add" services, or it is simply the overall revenue (from any business line) for the firm that wishes to provide these services.	<p>This question – question 23 – refers to the licensing regime set out in Schedule 7 of the Draft Contract.</p> <p>We refer to paragraph 3.6(d) in Schedule 7 of the Draft Contract which states that "The CTP will be responsible for drafting EULAs that explicitly define relevant revenue for tier selection including value-added service revenue but excluding redistribution revenue." Otherwise, the calculation of relevant revenue should encompass all of the revenues for the legal entity purchasing the CT licence. That is, the calculation of relevant revenue should encompass all of the revenues for the legal entity purchasing the CT licence including value-added service revenue but excluding redistribution revenue.</p>
25	Certain conditions apply only to contracts with a value greater than £5m. Does this apply to the Bonds CTP? We note that the £29.5m value used in the documents is actually a representation of the median cost estimate, used as a rough estimate for commercial returns, and the contract does not actually guarantee any compensation.	<p>This question – question 25 – refers to the legal framework within which the CT tender process is being undertaken.</p> <p>This contract is a concession contract for the purposes of the Procurement Act 2023 and the process is being run accordingly.</p>
26	In Annex H §2.3.1, are the weightings and the licence structure final or can they evolve during the process?	<p>The question – question 26 – refers to the weights and licence structure set out in Annex H of the ITT.</p> <p>The structure of weightings and licences are final. Weight values will be adjusted over the licence period per Section 2.4 of Annex H.</p>
27	If a bidder's licensing model does not fit into the specific weighting categories, how does the process proceed?	<p>This question – question 27 – refers to Annex H of the ITT in combination with Schedule 7 of the Draft Contract.</p> <p>By submitting a tender response, bidders are committing to adhere to the prescribed licence structure detailed in the ITT. The bidder is not permitted to diverge from these.</p>
28	Is the intention that the CTP re-price every year in response to re-balancing of the weights?	<p>This question – question 28 – refers to section 2 of Annex H of the ITT.</p> <p>Prices every year must be consistent with the WAPC, which may require some price changes to the CTP's price list for each of the required licence types because of the re-balancing of the weights. These changes would not be relevant for existing multi-year licence agreements where the price of these licences are already fixed.</p>

29	Does the price cap adjustment contemplate deflation?	<p>This question – question 29 – refers to section 2.6 of Annex H of the ITT.</p> <p>The Weighted Average Price Cap (WAPC) will be adjusted on an annual basis through the operation of the CT based on the rate of inflation as measured by the Consumer Price Index (the CPI). The WAPC will be adjusted upwards if the rate of inflation is positive and downwards if the rate of inflation is negative.</p>
30	After what stage of the process, or timeline, might the FCA be obliged to publish details requested under a Freedom of Information submission?	<p>This question - question 30 - relates to information disclosure by the FCA relevant to the tender process as a result of its obligations under the Freedom of Information Act 2000 (FOIA).</p> <p>As a UK public authority, the FCA is obliged to consider Freedom of Information (FOI) requests, on an ongoing basis, in line with the requirements of the FOIA. We have 20 working days to respond to FOI requests. Depending on the nature of a request, an exemption in the Act from the requirement to disclose information may</p>
31	<p>The CTP is required to:</p> <p>“operate procedures and arrangements designed to prevent conflicts of interest with clients using its services to meet their regulatory obligations, and other entities purchasing data from data reporting services contributors”.</p> <p>Could you please clarify the practical intent of this conflicts management? Our reading is that this might suggest that the CTP is responsible for ensuring that clients do not purchase the same data from both the CTP and data vendors.</p>	<p>This question – question 31 - relates to MAR 9.2B.2R.</p> <p>The conflicts of interest rules in MAR 9.2B.2R apply to all Data Reporting Service Providers (Approved Reporting Mechanisms, Approved Publication Arrangements and Consolidated Tape Providers) and should be read in that context. They are designed to address potential conflicts of interest between a Data Reporting Service Provider, its clients and, in the case of a CTP, the data contributors.</p> <p>The rules do not require a CTP (or anyone else) to prevent a person from buying CT data from both the CTP and data vendors. The CTP would not be permitted to prevent clients from buying the CT data from data vendors.</p>

32	<p>A common practice for encouraging interoperability and portability is "bring your own licence" (BYOL). This is where a customer confirms to a redistributor platform that they already have a licence for a dataset, so that the redistributor platform can share that same content with them through their own infrastructure. This avoids cumbersome data migration projects simply to get a customer's data to a platform where they want to use another service.</p> <p>Can you please confirm that BYOL is a valid option for CT content, so that the user does not need to pay another redistribution fee to use the data on a different platform from the one they bought the licence?</p>	<p>This question – question 32 – relates to Schedule 7 of the Draft Contract.</p> <p>Yes – BYOL is a valid option for CT content. We would expect that the CTP's End User Licence Agreements would address the mechanics of this.</p>
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39	<p>The Draft Concession agreement outlines requirements for licenses under Schedule 7; 1 Licences. Clause 1.2 states that the 'licencing requirements are not intended to be exhaustive'.</p> <p>Could the FCA confirm which of the following options would be correct:</p> <p>When an enterprise user takes a licence do they have the right to take all of API, CSV and GUI or may they only select a single type of API, CSV or GUI, or other combination of API, CSV and GUI?</p> <p>If licence is restricted to just a single type of API, CSV or GUI, or other combination of API, CSV and GUI, then presumably they would have to take additional licences for the other data forms?</p>	<p>This question – question 39 – refers to Schedule 7 of the Draft Contract.</p> <p>Please refer to the FCA's response to Question 4.</p> <p>Licences for using the CT data must include some form of distribution.</p> <p>MAR 9.2B.35R(1) prescribes that the CTP publish real-time data in GUI and at least 2 machine-readable formats, where those machine-readable formats must include API and CSV. This rule does not prescribe how alternative options for distribution must be set out for potential users in the CTP's price list.</p> <p>The CTP may wish to offer different alternative options for distribution of a particular licence type. Some licence types, particularly large enterprise licences, may come with access to multiple modes of distribution.</p> <p>If the CTP wishes to offer different distribution options, these will be accounted for as follows:</p> <ul style="list-style-type: none"> • If a user of a given licence type has access to multiple distribution technologies, the price for a licence that includes the most expensive combination of distribution technologies will be used for the purpose of calculating the relevant weighted-average price and checking compliance with the WAPC. • If users of a given licence type have a choice between multiple distribution technologies but users select only a single one of these options as part of their licence, the price for the licence type that includes the most expensive of the distribution options offered will be used for the purpose of calculating the relevant weighted-average price and checking compliance with the WAPC. <p>A single user should not be charged for multiple enterprise licences – rather, the fee they pay should reflect the coverage of distribution technologies that they have access to through their licence.</p>
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41	Re clause 25.1.2: Is the intention that the CTP continues to operate during this 9 month period and, if so, is it entitled to retain its revenues in the same way as it was before notice to terminate was given, regardless of the reason for termination? We assume this is the case as in a normal commercial contract, the exiting service provider would expect to be compensated for its continuation of service, not least because it will continue to incur the costs of operation, as well as handover.	<p>This question – question 41 – refers to clause 25 of the Draft Contract.</p> <p>Following termination or expiry of the Contract between the CTP and the FCA, the Concessionaire must continue to operate until the Replacement Concessionaire has commenced its own CT service and an uninterrupted transition between services of the Concessionaire and Replacement Concessionaire has occurred, so long as this transition period is not more than 9 months. The Concessionaire will be able to retain any revenues it earns during this period. However, where the transition to a new supplier has started in advance of expiry, or is otherwise anticipated, the termination services may be very limited in nature and only required for a very short period of time.</p>
45	In Schedule 7 Licencing, the enterprise licence types are identified as “very small”, “small”, “medium”, “large” and “very large” and, in Schedule 2 Pricing, “relevant revenue” ranges are set. How is “relevant revenue” defined – e.g. only UK revenue or global revenue?	<p>This question – question 45 – refers to schedules 2 and 7 of the Draft Contract.</p> <p>Please refer to the FCA’s response to Question 23. Insofar as an entity with business outside the UK purchases a CT licence, its global revenues should be referred to when assigning the appropriate enterprise licence tier.</p>
48	How will year 1 WAPC weights be determined and when will they be communicated to bidders?	<p>The weights used for the bidding to set the WAPC and for determining whether the Year 1 prices are at or below the WAPC are pre-determined by the FCA as stated in Annex H, paragraph 2.3.1 of the ITT. These were reflected in the spreadsheet that we asked bidders to populate in response to tender questions 1 and 2.</p> <p>In subsequent years of the CTP contract, the weights used to calculate whether the CTP’s prices are at or below the WAPC will be adjusted according to actual demand. The formula for these adjustments is as stated in Annex H, paragraph 2.4.4 of the ITT.</p>
49	If a user wishes to subscribe to multiple technology distribution options within the same licence, can the CTP charge separately for each technology distribution option within the same licence?	<p>within a licence type.</p> <p>The highest-priced distribution technology option is the one that binds for a given licence in the WAPC calculation. We do not expect that the most expensive <i>combination</i> of the distribution technologies will be factored into the WAPC</p>
50	If an individual user belongs to an organisation that already has an enterprise licence for an API distribution technology option but not for the GUI distribution option, and the individual user were to purchase an individual user licence for the GUI distribution technology option, can the CTP charge for the individual GUI licence in addition to the enterprise API licence?	<p>As per the previous question, the CTP may choose to charge separately for the API distribution technology in the enterprise licence and the GUI distribution technology in the individual licence.</p>

51	<p>Can the CTP charge for both an enterprise licence and an individual licence to the same organisation, where the enterprise licence and individual licence are for:</p> <p>a. different technology distribution options</p> <p>b. the same technology distribution option</p>	<p>appropriate to simultaneously hold enterprise and individual licences with different distribution technology options selected by the firm. Firms should also be given the option to purchase multiple distribution technologies within an enterprise licence or within an individual licence.</p> <p>b. Yes. The primary onus should be on clients not to pay twice for the same data. However, it ought to be relatively straightforward for a CTP in respect of direct sales to check whether individual licences are being sold to employees of a firm to whom it has also sold an enterprise licence, and therefore to inform the individual user</p>
52	<p>If two separate redistributors sell the same commercial licence with the same technology distribution option to the same end user, can the CTP receive the revenue for both licences?</p>	<p>In this example, the responsibility rests with the client to ensure that they are not paying multiple redistributors for the same CT data.</p>
53	<p>Could you please share any policy objectives, or expected changes to market behaviour, which might have influenced the relative weightings for the different user licence categories?</p>	<p>The initial weights create an incentive to sell individual licences. We consider that the existence of individual licences is necessary to ensure widespread use of the CT, where these licences provide an important channel for individual users (or relatively small numbers of users in much bigger organisations) to access CT data – either directly or through re-distributors - where an enterprise only licensing model might not ensure this.</p>
54	<p>Could you please elaborate on the definition of "individual users"? We note that the Concession Agreement gives examples of individual users as "small advisers and sole traders", distinct from "retail users". Would this category include, for example, a trader at an investment bank who has their own login to the CT service?</p>	<p>employees who need display access to the CT to purchase access at a reasonable price.</p> <p>Irrespective of whether we consider a small or a large firm, it may be more economical for the firm to purchase individual licences for relevant users within the</p>
55	<p>people from that firm who access the CT service in a way commensurate with the definition of "individual user" (e.g. logging in to the CT UI), contribute towards the CTP's count of individual user licences sold?</p>	<p>the correct enterprise licence (ie the relevant revenue for calculating which enterprise licence it needs is calculated based on the parts of the organisation that will have access to the CT data) then the use of CT data by individual staff within the enterprise is included in the enterprise licence.</p>
56	<p>Could you please share the methodology and/or sources which you used to select the relative weightings between the different user licence categories (e.g. selecting a relative weight of 25 for "individual users" and 1 for "enterprise < £10m")? Our conversations with established market data vendors, in addition to our own experience, suggest different weightings.</p>	<p>The weights were not intended to be a central estimate of the relative demand for different licence types. Initial weights were set to create an incentive for bidders to sell individual licences to ensure CT data gets to smaller firms. WAPC bids need to be based on bidders' own estimates of where relative demand will leave the weights at the start of the final year of the contract.</p>
57	<p>Could you please share how the respective 60% and 40% proportions were arrived at for the annual re-weighting calculation described in paragraph 2.4.4 of the Invitation to Tender document?</p>	<p>desire to smooth the transition from pre-set weights to actual demand from year to year, whilst arriving by the start of the final year of the contract at a point where the influence of the initial weights on the weights used to calculate the weighted average price is small.</p>

58	Which party do you consider responsible for ensuring that a firm is not charged multiple times for the "same" service, especially where a redistributor is involved? For example, where a redistributor seeks to charge an individual user for display-only access to CT content where that individual's firm already owns an enterprise licence for the same data.	As per our response to Q52, the client is primarily responsible for ensuring it does not purchase individual licences if it has an enterprise licence.
59	What happens if I win the auction at a given WAPC but relative demand for different licence types causes their weights to change?	<p>However, a bond CTP that will need to sustain itself over the course of the 5-year contract should have regard to its expectations of demand and any planned price changes as these will affect the licence weights and its ability to comply with the WAPC.</p> <p>If a bidder expects that its weighted prices would increase over the course of the contract (and therefore that its winning WAPC bid would be non-compliant), the bidder may wish to consider bidding according to the WAPC that is consistent with its pricing strategy and expected evolution of demand by the final year of the</p>
61	Can the CTP offer historical data access for free to a client that purchases real-time data?	<p>We require that the CTP must make real-time and historical data available to purchase separately. However, this would not preclude the CTP from choosing to offer historical data as a free addition to its real-time data licences.</p> <p>The WAPC will be calculated on the basis of separately-available real-time and historical data licences. That is, if historical data is offered for free within a real-time data licence, then that will not contribute towards the WAPC calculation.</p>
62	The FCA requires that the CTP have a minimum recovery point objective (RPO) of zero – that is, zero data loss in the event of a disaster. How does the FCA expect a bidder to achieve this? For example, does the FCA expect that the CTP will maintain a certain number of data centres to meet the RPO?	We do not intend to be prescriptive about how a bidder should go about meeting the RPO. In its response to tender questions on System Performance Level (questions 56-58), a bidder should demonstrate how its infrastructure, including the number of data centres it proposes to maintain for the CT service, are appropriate for meeting the RPO.
63	Are allowable price increases for any given licence type calculated over the course of the CTP contract, or annually?	In Annex H, paragraph 2.4.8 of the ITT, the FCA states that 'The CTP can change prices for specific licence types within the WAPC, but permitted price changes will be limited to the price of any licence type increasing no more than 20% plus CPI year-on-year'. That is, there is a maximum annual price increase of 20% plus CPI for any given licence type.

64	In the "FINAL Invitation to Tender - post-initial bid changes", in the section 12 Authorisation, it states that the bidder has 30 days to submit an application to be authorised. What is the FCA's expectation for the approximate time to process the application in order that we can include in our plan?	Section 1.2 Background provides details regarding the Authorisation process, including link to the process on FCA website (https://www.fca.org.uk/markets/data-reporting-services-providers-drsp). Under Section 5 Indicative Procurement Timeline, FCA are currently expecting to complete the Authorisation process by end of 2025. "The FCA will aim to make a determination on the winning bidder's application for authorisation by the end of 2025."
69	If a firm has an enterprise licence and individual licences do both count towards the calculation of demand for licence types for the purposes of the weightings?	See related Q51. The client is primarily responsible for ensuring it does not purchase individual licences if it has an enterprise licence. If a firm simultaneously holds individual and enterprise licences, then each of these will count towards total demand for the corresponding licence type for the purpose of weightings. However, we note that all licences must be made available on a standalone basis, and firms
70	We support the FCA's objective of making market data more affordable and more available to smaller investment firms, however, would the sale of Enterprise 1 licences, at a low price, not achieve this objective with greater flexibility, i.e. these two categories cannibalize each other?	It may be that a small firm decides that purchasing a tier-1 enterprise licence is more economical than purchasing individual licences for each of its users within the firm or better suited to the ways in which it wants to use the data. The fact that firms can make a choice between different licence types inevitably means that sales will be split between the different licence types that firms can choose between. It is left to the bidder to determine potential demand for the different licence categories, where to set the relative prices for these licence types and therefore how to set its minimum WAPC bid during the auction. If a bidder believes that individual licences and very small enterprise licences are substitutable, they should take this into account, alongside the WAPC compliance methodology, when pricing these respective licences.
71	We note that the maintenance of individual licences carries an administrative burden – e.g. entitlements management, controls to ensure that logins are not shared, etc. Conversely, managing an enterprise licence for a small organisation is typically less burdensome for both provider and licensee. The costs associated maintaining the high number (that the FCA seems to assume) of individual users will not cover the costs if they are to be treated in the same manner as professional (enterprise) users. Has the FCA received similar guidance from market participants during its investigations?	It is for the CTP to decide how it wishes to cover its costs across different licence types.

73	Regarding the e-Auction – is it highest WAP or WAP + 3% inflation (which will be higher again)? Does the lambda not apply during the life of the licence (i.e. do we now not have to lower prices imposed)?	<p>Our approach remains as set out in the Invitation to Tender. The WAPC will be determined in the e-auction and applied throughout the CTP contract. The only adjustment to the WAPC will be an uplift according to inflation, as demonstrated by the calculator in our WAPC example spreadsheet.</p> <p>Additionally, lambda will determine the rate at which weights included in the WAPC compliance methodology are adjusted towards actual demand and away from initial weights, though this is not an adjustment of the WAPC itself.</p>
74	In the event that the initial CT provider needs to wind down how does the FCA intend to replace the provider	In the event that the initial CT provider needs to wind down, the FCA would expect to undertake another tender process to replace the provider. However, we would need to consider the reasons for the initial CTP's failure and whether this would merit a change to the CT framework, the tender process or the contract to address this.
75	Why is an orderly transfer to another CTP of informational assets approach being taken – the CTP will have very few distressed assets to sell?	<p>MAR 9.2A.8R requires the CTP to allow an orderly transfer to another CTP of informational assets (for example, knowledge relating to aggregation and cleaning of data).</p> <p>There are three main reasons for conducting a tender to appoint an alternative provider:</p> <ul style="list-style-type: none"> • To ensure that the bidder chosen to become the new CTP has demonstrated capability to do so and will offer the CT service on competitive terms • To avoid a situation whereby a runner-up in the first tender process needs to be kept under an obligation to replace the initial CTP if the need should arise, where this would be overly burdensome • To allow the FCA to apply any learnings from the first tender process and the initial CTP's period of operation