



The Clearing Corporation of India Ltd.

Data Sharing Policy

February 2023



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Document Summary	
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Policy Department	Economic Research

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Version	Date	Changes/Comments
1.0	22-10-2021	Document Creation
2.0	01-02-2023	Updation to include end-use in datafeed agreement; Specification of Indemnification coverage
3.0		
4.0		



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CCIL



1. INTRODUCTION

The Clearing Corporation of India Limited (CCIL) is a company incorporated under Companies Act, 1956 and has been authorized by the Reserve Bank of India (“RBI”) under Payment and Settlement Systems Act, 2007 (“PSS Act”) to operate payment systems for different financial market segments. CCIL provides clearing and settlement service to its members for transactions entered in government securities, money market instruments, foreign exchange and rupee derivatives. CCIL is also a designated Trade Repository (TR) authorized by RBI under PSS Act for OTC Rate, Credit and Forex Derivatives and also for primary and secondary market transactions in Commercial Papers (CPs), Certificate of Deposits (CDs) and repo transactions in corporate bonds/CPs/CDs.

CCIL has the Data in the government securities, forex, money and OTC derivatives market as it is the central counterparty to transactions in these markets. CCIL currently disseminates the Data related to its settlement/reporting systems through the CCIL website and Data agreements with various agencies. This also includes the Trade Repository Data that can be disseminated as per Regulator approval. Aggregated Data related to its operations is made available on the CCIL website. In addition, the various CCIL publications, available electronically on the CCIL website or otherwise also provide Data. For the purpose of this Policy, Data is defined as (1) Daily Reported / Settlement Data, (2) Historical Data, (3) Summary Data, (4) Value Added Data and (5) Any Data / information provided through the various publications of CCIL.

The Data Sharing Policy aims to ensure that the entire process of sharing this Data is transparent and seamless with clear guidelines for Data requestors to ensure conformity with all regulatory and legal requirements related to the use of the Data. It shall be read in consistency with the Bye-Laws Rules and Regulations of CCIL.

2. OBJECTIVES

The Policy aims to lay down the framework for Data dissemination for the following user categories:

- i. **Public:** Dissemination, display and usage of Data on the CCIL website.
- ii. **Members:** Historical access of Data on CCIL website. Members also have access to the Data related to their own transactions reported/settled at CCIL.
- iii. **All other users:** Data requests from non-members, institutions /organisations/individuals etc. This is further classified as (a) Commercial; (b) Non-Commercial Users.



3. SCOPE

The Data Sharing Policy would be applicable to all Non-Confidential Data pertaining to the Securities Segment covering government securities, Rupee Derivatives Segment and Forex Settlement Segment comprising of sub-segments- USD-INR Segment, Continuous Linked Settlement (CLS) Segment and Forex Forward Segment, TR- OTC Derivatives and TR-Specified Instruments and such other segments as may be introduced by the Company from time to time. For this purpose, Confidential Data, means Data covered under Section 22 of Payments and Settlement Systems Act, 2007 and other data or information restricted from disclosure under any other applicable laws.

4. DATA SHARING FRAMEWORK

All users of the Data disseminated by CCIL will be bound by the terms and conditions of CCIL Data Sharing Policy.

4.1 Public

Data dissemination for this category is either through the website or through CCIL publications, which can be electronic or otherwise. This category includes all visitors to the website and the users who do not have access to historical Data. Users in the category have access to the following Data on the website:

- a. General Information: Information about Company, its segments, rules and regulations, FAQs etc.
- b. Market Watch: Delayed time snapshot of all the trades reported on the Trade Repository.
- c. Market Statistics: End of day summary Data of the settlement activity and reporting platforms.
- d. Others: Historical Data, Value added information like Indices, zero yields, Spot Rates, MTM prices etc.

Downloading of Data from the CCIL website will be bound by the copyright and other clauses as specified in the disclaimer on the CCIL website. Users of the Data on the CCIL website are allowed to use the Data for non-commercial purposes and discouraged from extracting the Data for any such arrangement using data streaming methods. In case the data is required for commercial purposes, it would be considered as “Commercial User” and the clauses outlined for commercial users would be applicable.



4.2 Members

These are CCIL members who settle their trades through CCIL or report their trades on the Trade Repository. Such users can register on the website and access the available archival Data. The Members have access to a web based real time information system Integrated Risk Information System (IRIS), which provides them online information related to their trades. The Data can be used by members only for their internal research and analysis and regulatory reporting. Commercial usage of the Data is forbidden unless the same is specified under the terms of a Data Agreement or Undertaking for any such arrangement with clearly laid out terms for access and usage.

4.3 Other Users

This category includes Commercial and Non-Commercial users of the CCIL Data. The details on the various types of Datafeed, Data Agreement, Data Request and Data pricing are given in the respective sub-sections.

(A) Commercial Users

These users are paid subscribers of the Data, who are bound by legal agreements governing the structure of the Data, use and distribution of the Data and access to the Data. These could cover but not be limited to entities like:

- a. **Infovendors:** These entities subscribe to the Data from systems at CCIL for further dissemination for their clients through their terminals.
- b. **Valuation / Indexing Agencies:** These agencies subscribe to Data from the systems at CCIL to provide value-added services.
- c. **Stock Exchanges:** Data requirement of stock exchanges for any underlying instrument/asset class dealt at CCIL and approved by Regulator for dissemination.
- d. **Any Other Commercial User:** These include entities with bespoke Data requests. The Data received from CCIL could be used by the entity for further dissemination on their portal/website/terminal. In case of any other end-use of the data, the same may be outlined in detail in the data request form.

(i) Type of Datafeeds

- a. **Delayed Data:** This is an on-line data feed relayed to Data users at a delay. This feed encompasses the intra-day datafeed of the transactions reported on the Trade Repository. The delay would be at a mutually agreed time interval as specified in the Datafeed Agreement.



- b. **Any other Data:** Value-added Data, Historical Data or Aggregated Data as available with CCIL. It also includes any other type of bespoke Data as approved by the Appropriate Authority, required at regular frequency by the User.

In case of datafeed to Commercial Users for Delayed Data, no modification of data will be considered by the Company and shall be the responsibility of the user requesting the data. In case of any request for modification, it will be considered as an additional value-added datafeed.

(ii) Data Agreement

The Data requestor will have to enter into a Data Agreement with CCIL for seeking the required Data.

The Data Agreement will include:

- a. Terms and conditions of the subscription, providing intended use and the manner in which Data would be provided.
- b. Mode and Manner in which Data would be provided
- c. Commercials for the Data as decided by the Appropriate Authority.

(iii) Data Request Procedure

The process to seek Data from CCIL for Commercial Users is as follows:

- a. A formal request has to be made to CCIL via the Data request form indicating the individual details, institution/organization details, Data requirement and purpose.
- b. The request for Data has to be made through official email id or official letter head. Data requests received through personal email ids may be taken up for consideration by the Appropriate Authority.
- c. On approval of the Data request by the Appropriate Authority, the requestor will have to sign the standard Data Agreement and submit the required documentation.

(B) Non-Commercial Users

These are entities which require CCIL Data for research, internal analysis or any other non-commercial purpose as may be permitted. This would usually be one-time be-spoke and ad-hoc requests. No further re-dissemination or re-distribution of this Data in any form is permitted. The Data used shall be acknowledged and cited in all future references.



(i) Data Undertaking

Non-Commercial users of the Data have to submit an Undertaking to CCIL for obtaining the required Data.

The Undertaking will include:

- a. Intended Use
- b. Mode and Manner in which Data would be provided.
- c. Any other terms and conditions.

(ii) Data Request Procedure

The process to seek Data from CCIL for Non- Commercial Users is as follows:

- a. The Data requestor has to make a formal request by filling in the Data request form providing individual details, institution/organization details, Data requirement and purpose.
- b. The request for Data has to be made through official email id or official letter head. Data requests received through personal email ids may be taken up for consideration by the Appropriate Authority.
- c. On approval of the Data request by the Appropriate Authority, the requestor will have to sign the Undertaking and submit the required documentation.

5. DATA PRICING

The pricing for all Data requests will be based on the Pricing Policy as approved by the Board. The pricing for the feeds will be reviewed annually.

6. END-USER SCOPE

- a. The underlying Data Agreement shall provide details of how the Data may be permitted to be used, transmitted, handled and disseminated in any manner whatsoever and will include end user restrictions
- b. Data requestors shall not be permitted to use the Data, in whole or in part to create any financial index, whether custom or otherwise, or any financial instruments unless stated in the agreement or otherwise.
- c. Any form of access or usage of Data by Members and existing Commercial and Non-Commercial User shall not confer any right of ownership being created over such Data licensed by CCIL. The ownership of all Data shall at all times lie with CCIL and the same needs to be acknowledged.



- d. Members and prospective Commercial and Non-Commercial Users shall not be permitted to redistribute any Data, except as agreed in the relevant agreement between the parties.
- e. Members and prospective Commercial and Non-Commercial Users shall put in place technical and organizational Data security arrangements, including the procedures for dealing with any breach of the agreement in a timely manner. In the event of any Data breach the members and prospective Commercial and Non-Commercial Users will have to immediately inform CCIL about the details of the nature and extent of Data breach.
- f. Members and prospective Commercial and Non-Commercial Users shall ensure that their staff is aware of their responsibilities for any shared Data they have access to and shall remain liable for all acts and deeds of their staff with respect to the usage of shared Data.
- g. The end-usage of the subscribed Data will be clearly specified in the Datafeed agreement to be signed between CCIL and the Data Subscriber prior to the commencement of the Datafeed.
- h. All datafeed agreements executed shall include indemnification clauses against services provided by the Company.

7. DEFINITIONS

Appropriate Authority – Managing Director or Data Sharing Committee as constituted by Managing Director of CCIL.

Board - Means the Board of Directors of CCIL.

Commercial User- Commercial Users means any entity who has interest in the Data for pre-agreed commercial use of the Data at regular frequency, including, but not limited to

- a. Infovendors, Rating Agencies, Stock Exchanges, Valuation agencies
- b. Other market intermediaries
- c. Media (Electronic and print)
- d. Data Vendors and Commercial users
- e. Commercial research entities and their analysts / researchers
- f. Overseas Entities: including but not limited to recognized foreign stock exchanges, market participants, trading members, non-commercial users, research entities and analysts.

Data - Means the information provided or made available by CCIL as agreed from time to time. Data will have the same meaning as assigned under Section 1 Para (2).



Data Agreement - Means the agreement, in any form whatsoever, entered into between CCIL and the Data requestor outlining the terms and conditions in relation to regular subscription of the Data.

Delayed Data – Data that is made available at a delay of a specified interval as is made known to the vendor. The delay would be as per the respective arrangement with the user as decided mutually.

Data Sharing - Disclosure of Data from one or more organizations to a third party organization(s), or the sharing of Data between different parts of an organization.

End-of Day Data –Aggregated daily Data.

End-User – Means the person for whose benefit the Data is obtained by a Data requestor under the Data Agreement / Undertaking, whether commercial or non-commercial purpose, and who is prohibited from disseminating the same as may be set out under Data agreement, and amended from time to time.

Historical Data – Data that has been processed or aggregated and uploaded on CCIL website.

Member – Means a registered member of CCIL

Non-Commercial User – Non-commercial users means accredited academic institutions, members of academia and not for profit institutions / entities, researchers, students etc.

Pricing Policy – Board approved policy, which will form the basis for the pricing of all new data requests.

Regulator – Unless otherwise mentioned refers to Reserve Bank of India

Undertaking – Means the agreement, in any form whatsoever, entered into between CCIL and the Data requestor outlining the terms and conditions in case of ad-hoc Data requests



ANNEXURE 1

Sample Data Request Form

DATA REQUEST FORM	
<i>Requestor Information</i>	
Name of Organization / Institution	
Name and position of the person requesting data	
Address of Organization / Institution	
Phone / Mobile	
Email	
Name of the Authorized Signatory of the Organization / Institution	
<i>Data Request Details</i>	
Date of Request	
Data Request Description	
Purpose of Data Request (Whether for Research, Commercial or Others)	
If Research, provide a Description of Research, Research Objectives and Design (Kindly enclose a brief document)	
If Commercial / Others, please specify the Purpose	
Period of Data	
Please provide any additional information about the request	