



DORA INFORMATIONAL MAPPING – CONTRACTUAL REQUIREMENTS


Effective Date: January 17, 2025

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DORA Section		MSCI Comment	
Article 30 Section 1	The rights and obligations of the financial entity and of the ICT third-party service provider shall be clearly allocated and set out in writing. The full contract shall include the service level agreements and be documented in one written document which shall be available to the parties on paper, or in a document with another downloadable, durable and accessible format.	✓	Our contracts are in writing and documented in an Order Form.
Article 30 Section 2	The contractual arrangements on the use of ICT services shall include at least the following elements:		
Article 30 Section 2(a)	a clear and complete description of all functions and ICT services to be provided by the ICT third-party service provider,	✓	Our contracts clearly describe the Services. We have added provisions to the Order Form through our Resiliency Contracting Supplement , including those relating to our Information Security Program (Sections 2 and 3).
Article 30 Section 2(a)	indicating whether subcontracting of an ICT service supporting a critical or important function, or material parts thereof, is permitted and, when that is the case, the conditions applying to such subcontracting	✓	We take responsibility for any subcontractors as stated in our Resiliency Contracting Supplement (Section 6).
Article 30 Section 2(b)	the locations, namely the regions or countries, where the contracted or subcontracted functions and ICT services are to be provided and where data is to be processed, including the storage location, and the requirement for the ICT third-party service provider to notify the financial entity in advance if it envisages changing such locations	✓	Our Services are licensed and usage is based on factors such as location, entity, business unit, client segment and number of users, as described in the Order Form. We have added provisions regarding hosting locations to the Order Form through our Resiliency Contracting Supplement (Section 4).

DORA Section		MSCI Comment	
Article 30 Section 2(c)	provisions on availability, authenticity, integrity and confidentiality in relation to the protection of data, including personal data	✓	<p>When relevant, applicable provisions, such as confidentiality or support exhibits, are already included in our contracts.</p> <p>We do not process personal data for our clients and therefore our contracts are not data processing contracts. Each of us and our client is a data controller with respect to any business contact information exchanged in the ordinary course of our commercial relationship. Our contracts include a reference to our privacy policy notice which specifies how we treat any business contract information that we receive: https://www.msci.com/privacy-pledge.</p> <p>We have added provisions regarding our Information Security Program to the Order Form through our Resiliency Contracting Supplement (Sections 2 and 3).</p>
Article 30 Section 2(d)	provisions on ensuring access, recovery and return in an easily accessible format of personal and non-personal data processed by the financial entity in the event of the insolvency, resolution or discontinuation of the business operations of the ICT third-party service provider, or in the event of the termination of the contractual arrangement	✓	<p>We have added provisions regarding recovery of client data to the Order Form through our Resiliency Contracting Supplement (Section 9). Following termination, expiry or upon an insolvency event, we provide access to any client data on request.</p>
Article 30 Section 2(e)	service level descriptions, including updates and revisions thereof	✓	<p>Our contracts clearly specify the Services and allow for updates or changes to the Services where appropriate.</p> <p>For our Analytics business, when relevant a support exhibit to the contract is already included. For other Services, we have added a provision regarding support to the Order Form through our Resiliency Contracting Supplement (Section 11) which should be sufficient given the nature of the Services and the principle of proportionality.</p>

DORA Section		MSCI Comment	
Article 30 Section 2(f)	the obligation of the ICT third-party service provider to provide assistance to the financial entity at no additional cost, or at a cost that is determined ex-ante, when an ICT incident that is related to the ICT service provided to the financial entity occurs.	✓	We have added provisions regarding assistance for an ICT incident to the Order Form through our Resiliency Contracting Supplement (Section 5).
Article 30 Section 2(g)	the obligation of the ICT third-party service provider to fully cooperate with the competent authorities and the resolution authorities of the financial entity, including persons appointed by them	✓	We have added provisions regarding regulatory cooperation to the Order Form through our Resiliency Contracting Supplement (Section 8).
Article 30 Section 2(h)	termination rights and related minimum notice periods for the termination of the contractual arrangements, in accordance with the expectations of competent authorities and resolution authorities	✓	Our contracts include termination rights and notice periods that are commonly used and proportional in view of the Services. In addition, we have included a termination right for regulatory and legislative causes in the Resiliency Contracting Supplement (Section 12).
Article 30 Section 2(i)	the conditions for the participation of ICT third-party service providers in the financial entities' ICT security awareness programs and digital operational resilience training in accordance with Article 13(6)	✓	We have added provisions regarding security awareness, including the provision of documentation to our client upon request, to the Order Form through our Resiliency Contracting Supplement (Sections 7 and 10). We maintain our own training programs covering the aspects required by DORA, which is proportional in view of the Services.
Article 28 Section 5	Financial entities may only enter into contractual arrangements with ICT third-party service providers that comply with appropriate information security standards.	✓	We provide transparency in relation to our Information Security Program by allowing clients to review of appropriate documentation as specified in our Resiliency Contracting Supplement (Section 10).

DORA Section		MSCI Comment	
<p>Article 28 Section 7</p>	<p>Financial entities shall ensure that contractual arrangements on the use of ICT services may be terminated in any of the following circumstances:</p> <p>(a) significant breach by the ICT third-party service provider of applicable laws, regulations or contractual terms;</p> <p>(b) circumstances identified throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the contractual arrangement, including material changes that affect the arrangement or the situation of the ICT third-party service provider;</p> <p>(c) ICT third-party service provider’s evidenced weaknesses pertaining to its overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and, confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;</p> <p>(d) where the competent authority can no longer effectively supervise the financial entity as a result of the conditions of, or circumstances related to, the respective contractual arrangement.</p>		<p>We have added termination rights for regulatory and legislative causes to the Order Form through our Resiliency Contracting Supplement (Section 12). Our contracts already include other common termination rights that are proportional in view of the Services.</p>



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