

DORA AI contract gap exercise

Financial-entity legal, procurement and ICT risk teams

[Read the complete guide on aona.ai](#)

Start with the ICT service and the function it supports. DORA Article 30 specifies general contract terms and additional requirements where a service supports a critical or important function. Compare the actual agreement with the applicable layer; a supplier's "DORA-ready" statement is not a contractual right.

Invented supplier clauses illustrate how a financial entity separates general requirements from additional critical-function provisions.

Synthetic contract positions and review findings. No actual vendor clause, negotiated right or legal approval is represented.

Your review

Reviewer: _____ Date: _____

Organisation or team: _____

☐ **Resolve the applicable layer**

Connect the ICT service to the documented function assessment and relevant Article 30 provisions.

☐ **Keep the contractual evidence**

Record actual clause references, incorporated documents, gaps and negotiated changes.

☐ **Check the operational handoff**

Assign owners for notices, incidents, evidence access and exit rather than relying on contract labels alone.

Checked items record your review, not a compliance approval or an installed-product test result.

Notes and next actions

Decision and scope: _____

Evidence to collect: _____

Owner and next review date: _____

Review matrix

DORA requirement	Invented supplier position	Gap or question
30(2): service and locations	"Processing may occur wherever we choose."	Identify service/data locations and the required advance change notice.
30(2): incident assistance	"Emergency support is charged at our future rate."	How will the no-additional-cost or cost condition agreed in advance be addressed?

DORA requirement	Invented supplier position	Gap or question
30(2): data access and return	"Access ends immediately on termination."	What arrangements support required access, recovery and return in an accessible format?
30(3): critical-function performance	"We aim to provide a reliable service."	Where are the necessary quantitative/qualitative targets and material-development reporting?
30(3): critical-function monitoring	"A marketing certificate is our only assurance."	How do the applicable access, inspection, audit and cooperation provisions operate?
30(3): critical-function exit	"No transition service is available."	What adequate transition period and migration support are required for this function?
Scope and qualifications	The fictional function classification has not been decided.	Resolve applicability before treating every additional provision as mandatory for this case.

Match the clause to the layer

- **General ICT arrangement:** Service, locations, data, incident help and termination
- **Critical or important function:** Additional performance, monitoring, testing and transition provisions
- **Actual agreement:** Clause references, qualifications and unresolved gaps

Fictional negotiation note

Arrangement: CONTRACT-EX-21, invented AI drafting service.

Observed example gaps: undefined processing locations, unspecified incident-support charges and no transition assistance.

Next review: establish actual function criticality and compare the complete agreement with the applicable Article 30 layer.

The quoted positions are invented teaching clauses, not statements about Aona or any named AI vendor. They are not proposed final legal language.

Sources and scope

Sources checked 2026-09-21. Review the current requirements and your actual agreement before using this workbook for a real decision. General information, not professional approval or a completed control test. It does not negotiate DORA clauses, classify critical functions or guarantee regulatory compliance.

[DORA Article 30: Key contractual provisions](#). General ICT contract requirements and the additional obligations for services supporting critical or important functions, including audit and transition provisions.