Annex 1

The 15% of Tier 1 Limit on Innovative Instruments

1.   This annex is meant to clarify the calculation of the 15% limit on innovative instruments agreed by the Committee in its press release of October 1998.

2.   Innovative instruments will be limited to 15% of Tier 1 capital, net of goodwill. To determine the allowable amount of innovative instruments, banks and supervisors should multiply the amount of non-innovative Tier 1 by 17.65%. This number is derived from the proportion of 15% to 85% (i.e. 15%/85% = 17.65%).

3.   As an example, take a bank with €75 of common equity, €15 of non-cumulative perpetual preferred stock, €5 of minority interest in the common equity account of a consolidated subsidiary, and €10 of goodwill. The net amount of non-innovative Tier 1 is €75+€15+€5-€10 = €85.

4.   The allowable amount of innovative instruments this bank may include in Tier 1 capital is €85x17.65% = €15. If the bank issues innovative Tier 1 instruments up to its limit, total Tier 1 will amount to €85 + €15 = €100. The percentage of innovative instruments to total Tier 1 would equal 15%.

Annex 2

Standardised Approach — Implementing the Mapping Process

1.   Because supervisors will be responsible for assigning an eligible ECAI's credit risk assessments to the risk weights available under the standardised approach, they will need to consider a variety of qualitative and quantitative factors to differentiate between the relative degrees of risk expressed by each assessment. Such qualitative factors could include the pool of issuers that each agency covers, the range of ratings that an agency assigns, each rating's meaning, and each agency's definition of default, among others.

2.   Quantifiable parameters may help to promote a more consistent mapping of credit risk assessments into the available risk weights under the standardised approach. This annex summarises the Committee's proposals to help supervisors with mapping exercises. The parameters presented below are intended to provide guidance to supervisors and are not intended to establish new or complement existing eligibility requirements for ECAIs.

Evaluating CDRs: two proposed measures

3.   To help ensure that a particular risk weight is appropriate for a particular credit risk assessment, the Committee recommends that supervisors evaluate the cumulative default rate (CDR) associated with all issues assigned the same credit risk rating. Supervisors would evaluate two separate measures of CDRs associated with each risk rating contained in the standardised approach, using in both cases the CDR measured over a three-year period.

- To ensure that supervisors have a sense of the long-run default experience over time, supervisors should evaluate the ten-year average of the three-year CDR when this depth of data is available.[176] For new rating agencies or for those that have compiled less than ten years of default data, supervisors may wish to ask rating agencies what they believe the 10-year average of the three-year CDR would be for each risk rating and hold them accountable for such an evaluation thereafter for the purpose of risk weighting the claims they rate.

- The other measure that supervisors should consider is the most recent three-year CDR associated with each credit risk assessment of an ECAI.

4.   Both measurements would be compared to aggregate, historical default rates of credit risk assessments that were compiled by the Committee and that are believed to represent an equivalent level of credit risk.

5.   As three-year CDR data is expected to be available from ECAIs, supervisors should be able to compare the default experience of a particular ECAI's assessments with those issued by other rating agencies, in particular major agencies rating a similar population.
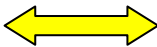
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[176] In 2002, for example, a supervisor would calculate the average of the three-year CDRs for issuers assigned to each rating grade (the "cohort") for each of the ten years 1990 to1999.

Mapping risk ratings to risk weights using CDRs

6.   To help supervisors determine the appropriate risk weights to which an ECAI's risk ratings should be mapped, each of the CDR measures mentioned above could be compared to the following reference and benchmark values of CDRs:

- For each step in an ECAI's rating scale, a ten-year average of the three-year CDR would be compared to a long run "reference" three-year CDR that would represent a sense of the long-run international default experience of risk assessments.

- Likewise, for each step in the ECAI's rating scale, the two most recent three-year CDR would be compared to "benchmarks" for CDRs. This comparison would be intended to determine whether the ECAI's most recent record of assessing credit risk remains within the CDR supervisory benchmarks.

7.   Table 1 below illustrates the overall framework for such comparisons.

Table 1

Comparisons of CDR Measures[177]

International Experience (derived from the combined experience of major rating agencies)	Compare to	External Credit Assessment Institution
Set by the Committee as guidance		*Calculated by national supervisors based on the ECAI's own default data*
Long-run "reference" CDR	⟷	Ten-year average of the three-year CDR
CDR Benchmarks	⟷	Two most recent three-year CDR

1.   Comparing an ECAI's long-run average three-year CDR to a long-run "reference" CDR

8.   For each credit risk category used in the standardised approach of this Framework, the corresponding long-run reference CDR would provide information to supervisors on what its default experience has been internationally. The ten-year average of an eligible ECAI's particular assessment would not be expected to match exactly the long-run reference CDR. The long run CDRs are meant as guidance for supervisors, and not as "targets" that ECAIs would have to meet. The recommended long-run "reference" three-year CDRs for each of the Committee's credit risk categories are presented in Table 2 below, based on the Committee's observations of the default experience reported by major rating agencies internationally.

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[177] It should be noted that each major rating agency would be subject to these comparisons as well, in which its individual experience would be compared to the aggregate international experience.

Table 2

Proposed long-run "reference" three-year CDRs

S&P Assessment (Moody's)	AAA-AA (Aaa-Aa)	A (A)	BBB (Baa)	BB (Ba)	B (B)
20-year average of three-year CDR	0.10%	0.25%	1.00%	7.50%	20.00%

2. Comparing an ECAI's most recent three-year CDR to CDR Benchmarks

9. Since an ECAI's own CDRs are not intended to match the reference CDRs exactly, it is important to provide a better sense of what upper bounds of CDRs are acceptable for each assessment, and hence each risk weight, contained in the standardised approach.

10. It is the Committee's general sense that the upper bounds for CDRs should serve as guidance for supervisors and not necessarily as mandatory requirements. Exceeding the upper bound for a CDR would therefore not necessarily require the supervisor to increase the risk weight associated with a particular assessment in all cases if the supervisor is convinced that the higher CDR results from some temporary cause other than weaker credit risk assessment standards.

11. To assist supervisors in interpreting whether a CDR falls within an acceptable range for a risk rating to qualify for a particular risk weight, two benchmarks would be set for each assessment, namely a "monitoring" level benchmark and a "trigger" level benchmark.

(a) "Monitoring" level benchmark

12. Exceeding the "monitoring" level CDR benchmark implies that a rating agency's current default experience for a particular credit risk-assessment grade is markedly higher than international default experience. Although such assessments would generally still be considered eligible for the associated risk weights, supervisors would be expected to consult with the relevant ECAI to understand why the default experience appears to be significantly worse. If supervisors determine that the higher default experience is attributable to weaker standards in assessing credit risk, they would be expected to assign a higher risk category to the ECAI's credit risk assessment.

(b) "Trigger" level

13. Exceeding the "trigger" level benchmark implies that a rating agency's default experience is considerably above the international historical default experience for a particular assessment grade. Thus there is a presumption that the ECAI's standards for assessing credit risk are either too weak or are not applied appropriately. If the observed three-year CDR exceeds the trigger level in two consecutive years, supervisors would be expected to move the risk assessment into a less favourable risk category. However, if supervisors determine that the higher observed CDR is not attributable to weaker

assessment standards, then they may exercise judgement and retain the original risk weight.[178]

14.   In all cases where the supervisor decides to leave the risk category unchanged, it may wish to rely on Pillar 2 of this Framework and encourage banks to hold more capital temporarily or to establish higher reserves.

15.   When the supervisor has increased the associated risk category, there would be the opportunity for the assessment to again map to the original risk category if the ECAI is able to demonstrate that its three-year CDR falls and remains below the monitoring level for two consecutive years.

(c)   Calibrating the benchmark CDRs

16.   After reviewing a variety of methodologies, the Committee decided to use Monte Carlo simulations to calibrate both the monitoring and trigger levels for each credit risk assessment category. In particular, the proposed monitoring levels were derived from the 99th percentile confidence interval and the trigger level benchmark from the 99.9^{th} percentile confidence interval. The simulations relied on publicly available historical default data from major international rating agencies. The levels derived for each risk assessment category are presented in Table 3 below, rounded to the first decimal:

Table 3

Proposed three-year CDR benchmarks

S&P Assessment (Moody's)	AAA-AA (Aaa-Aa)	A (A)	BBB (Baa)	BB (Ba)	B (B)
Monitoring Level	0.8%	1.0%	2.4%	11.0%	28.6%
Trigger Level	1.2%	1.3%	3.0%	12.4%	35.0%

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[178] For example, if supervisors determine that the higher default experience is a temporary phenomenon, perhaps because it reflects a temporary or exogenous shock such as a natural disaster, then the risk weighting proposed in the standardised approach could still apply. Likewise, a breach of the trigger level by several ECAIs simultaneously may indicate a temporary market change or exogenous shock as opposed to a loosening of credit standards. In either scenario, supervisors would be expected to monitor the ECAI's assessments to ensure that the higher default experience is not the result of a loosening of credit risk assessment standards.

Annex 3

Capital treatment for failed trades and non-DvP transactions

I.   Overarching principles

1.   Banks should continue to develop, implement and improve systems for tracking and monitoring the credit risk exposures arising from unsettled and failed transactions as appropriate for producing management information that facilitates action on a timely basis, pursuant to paragraph 88 and 89 of this Framework.

2.   Transactions settled through a delivery-versus-payment system (DvP)[179], providing simultaneous exchanges of securities for cash, expose firms to a risk of loss on the difference between the transaction valued at the agreed settlement price and the transaction valued at current market price (i.e. positive current exposure). Transactions where cash is paid without receipt of the corresponding receivable (securities, foreign currencies, gold, or commodities) or, conversely, deliverables were delivered without receipt of the corresponding cash payment (non-DvP, or free-delivery) expose firms to a risk of loss on the full amount of cash paid or deliverables delivered. The current rules set out specific capital charges that address these two kinds of exposures.

3.   The following capital treatment is applicable to all transactions on securities, foreign exchange instruments, and commodities that give rise to a risk of delayed settlement or delivery. This includes transactions through recognised clearing houses that are subject to daily mark-to-market and payment of daily variation margins and that involve a mismatched trade. Repurchase and reverse-repurchase agreements as well as securities lending and borrowing that have failed to settle are excluded from this capital treatment[180].

4.   In cases of a system wide failure of a settlement or clearing system, a national supervisor may use its discretion to waive capital charges until the situation is rectified.

5.   Failure of a counterparty to settle a trade in itself will not be deemed a default for purposes of credit risk under this Framework.

6.   In applying a risk weight to failed free-delivery exposures, banks using the IRB approach for credit risk may assign PDs to counterparties for which they have no other banking book exposure on the basis of the counterparty's external rating. Banks using the Advanced IRB approach may use a 45% LGD in lieu of estimating LGDs so long as they apply it to all failed trade exposures. Alternatively, banks using the IRB approach may opt to apply the standardised approach risk weights or a 100% risk weight.

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[179] For the purpose of this Framework, DvP transactions include payment-versus-payment (PvP) transactions.

[180] All repurchase and reverse-repurchase agreements as well as securities lending and borrowing, including those that have failed to settle, are treated in accordance with Annex 4 or the sections on credit risk mitigation of this Framework.

II.   Capital requirements

7.   For DvP transactions, if the payments have not yet taken place five business days after the settlement date, firms must calculate a capital charge by multiplying the positive current exposure of the transaction by the appropriate factor, according to the Table 1 below.

Table 1

Number of working days after the agreed settlement date	Corresponding risk multiplier
From 5 to 15	8%
From 16 to 30	50%
From 31 to 45	75%
46 or more	100%

A reasonable transition period may be allowed for firms to upgrade their information system to be able to track the number of days after the agreed settlement date and calculate the corresponding capital charge.

8.   For non-DvP transactions (i.e. free deliveries), after the first contractual payment/delivery leg, the bank that has made the payment will treat its exposure as a loan if the second leg has not been received by the end of the business day[181]. This means that a bank under the IRB approach will apply the appropriate IRB formula set out in this Framework, for the exposure to the counterparty, in the same way as it does for all other banking book exposures. Similarly, banks under the standardised approach will use the standardised risk weights set forth in this Framework. However, when exposures are not material, banks may choose to apply a uniform 100% risk-weight to these exposures, in order to avoid the burden of a full credit assessment. If five business days after the second contractual payment/delivery date the second leg has not yet effectively taken place, the bank that has made the first payment leg will deduct from capital the full amount of the value transferred plus replacement cost, if any. This treatment will apply until the second payment/delivery leg is effectively made.

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[181] If the dates when two payment legs are made are the same according to the time zones where each payment is made, it is deemed that they are settled on the same day. For example, if a bank in Tokyo transfers Yen on day X (Japan Standard Time) and receives corresponding US Dollar via CHIPS on day X (US Eastern Standard Time), the settlement is deemed to take place on the same value date.

Annex 4

Treatment of counterparty credit risk and cross-product netting

1.   This rule identifies permissible methods for estimating the Exposure at Default (EAD) or the exposure amount for instruments with counterparty credit risk (CCR) under this Framework.[182] Banks may seek supervisory approval to make use of an internal modelling method meeting the requirements and specifications identified herein. As alternatives banks may also use the standardised method or the current exposure method.

I.   Definitions and general terminology

2.   This section defines terms that will be used throughout this text.

A.   General terms

- **Counterparty Credit Risk (CCR)** is the risk that the counterparty to a transaction could default before the final settlement of the transaction's cash flows. An economic loss would occur if the transactions or portfolio of transactions with the counterparty has a positive economic value at the time of default. Unlike a firm's exposure to credit risk through a loan, where the exposure to credit risk is unilateral and only the lending bank faces the risk of loss, CCR creates a bilateral risk of loss: the market value of the transaction can be positive or negative to either counterparty to the transaction. The market value is uncertain and can vary over time with the movement of underlying market factors.

B.   Transaction types

- **Long Settlement Transactions** are transactions where a counterparty undertakes to deliver a security, a commodity, or a foreign exchange amount against cash, other financial instruments, or commodities, or vice versa, at a settlement or delivery date that is contractually specified as more than the lower of the market standard for this particular instrument and five business days after the date on which the bank enters into the transaction.

- **Securities Financing Transactions (SFTs)** are transactions such as repurchase agreements, reverse repurchase agreements, security lending and borrowing, and margin lending transactions, where the value of the transactions depends on market valuations and the transactions are often subject to margin agreements.

- **Margin Lending Transactions** are transactions in which a bank extends credit in connection with the purchase, sale, carrying or trading of securities. Margin lending transactions do not include other loans that happen to be secured by securities

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[182] In the present document, the terms "exposure at default" and "exposure amount" are used together in order to identify measures of exposure under both an IRB and a standardised approach for credit risk.

collateral. Generally, in margin lending transactions, the loan amount is collateralised by securities whose value is greater than the amount of the loan.

C.   Netting sets, hedging sets, and related terms

- **Netting Set** is a group of transactions with a single counterparty that are subject to a legally enforceable bilateral netting arrangement and for which netting is recognised for regulatory capital purposes under the provisions of the 1988 Accord, as amended, this Framework text on credit risk mitigation techniques, or the Cross-Product Netting Rules set forth in this annex. Each transaction that is not subject to a legally enforceable bilateral netting arrangement that is recognised for regulatory capital purposes should be interpreted as its own netting set for the purpose of these rules.

- **Risk Position** is a risk number that is assigned to a transaction under the CCR standardised method (set out in this annex) using a regulatory algorithm.

- **Hedging Set** is a group of risk positions from the transactions within a single netting set for which only their balance is relevant for determining the exposure amount or EAD under the CCR standardised method.

- **Margin Agreement** is a contractual agreement or provisions to an agreement under which one counterparty must supply collateral to a second counterparty when an exposure of that second counterparty to the first counterparty exceeds a specified level.

- **Margin Threshold** is the largest amount of an exposure that remains outstanding until one party has the right to call for collateral.

- **Margin Period of Risk** is the time period from the last exchange of collateral covering a netting set of transactions with a defaulting counterpart until that counterpart is closed out and the resulting market risk is re-hedged.

- **Effective Maturity under the Internal Model Method** for a netting set with maturity greater than one year is the ratio of the sum of expected exposure over the life of the transactions in a netting set discounted at the risk-free rate of return divided by the sum of expected exposure over one year in a netting set discounted at the risk-free rate. This effective maturity may be adjusted to reflect rollover risk by replacing expected exposure with effective expected exposure for forecasting horizons under one year. The formula is given in paragraph 38.

- **Cross-Product Netting** refers to the inclusion of transactions of different product categories within the same netting set pursuant to the Cross-Product Netting Rules set out in this annex.

- **Current Market Value (CMV)** refers to the net market value of the portfolio of transactions within the netting set with the counterparty. Both positive and negative market values are used in computing CMV.

D.   Distributions

- **Distribution of Market Values** is the forecast of the probability distribution of net market values of transactions within a netting set for some future date (the forecasting horizon) given the realised market value of those transactions up to the present time.

- **Distribution of Exposures** is the forecast of the probability distribution of market values that is generated by setting forecast instances of negative net market values

equal to zero (this takes account of the fact that, when the bank owes the counterparty money, the bank does not have an exposure to the counterparty).

- **Risk-Neutral Distribution** is a distribution of market values or exposures at a future time period where the distribution is calculated using market implied values such as implied volatilities.

- **Actual Distribution** is a distribution of market values or exposures at a future time period where the distribution is calculated using historic or realised values such as volatilities calculated using past price or rate changes.

E.   Exposure measures and adjustments

- **Current Exposure** is the larger of zero, or the market value of a transaction or portfolio of transactions within a netting set with a counterparty that would be lost upon the default of the counterparty, assuming no recovery on the value of those transactions in bankruptcy. Current exposure is often also called Replacement Cost.

- **Peak Exposure** is a high percentile (typically 95% or 99%) of the distribution of exposures at any particular future date before the maturity date of the longest transaction in the netting set. A peak exposure value is typically generated for many future dates up until the longest maturity date of transactions in the netting set.

- **Expected Exposure** is the mean (average) of the distribution of exposures at any particular future date before the longest-maturity transaction in the netting set matures. An expected exposure value is typically generated for many future dates up until the longest maturity date of transactions in the netting set.

- **Effective Expected Exposure** at a specific date is the maximum expected exposure that occurs at that date or any prior date. Alternatively, it may be defined for a specific date as the greater of the expected exposure at that date, or the effective exposure at the previous date. In effect, the Effective Expected Exposure is the Expected Exposure that is constrained to be non-decreasing over time.

- **Expected Positive Exposure (EPE)** is the weighted average over time of expected exposures where the weights are the proportion that an individual expected exposure represents of the entire time interval. When calculating the minimum capital requirement, the average is taken over the first year or, if all the contracts in the netting set mature before one year, over the time period of the longest-maturity contract in the netting set.

- **Effective Expected Positive Exposure (Effective EPE)** is the weighted average over time of effective expected exposure over the first year, or, if all the contracts in the netting set mature before one year, over the time period of the longest-maturity contract in the netting set where the weights are the proportion that an individual expected exposure represents of the entire time interval.

- **Credit Valuation Adjustment** is an adjustment to the mid-market valuation of the portfolio of trades with a counterparty. This adjustment reflects the market value of the credit risk due to any failure to perform on contractual agreements with a counterparty. This adjustment may reflect the market value of the credit risk of the counterparty or the market value of the credit risk of both the bank and the counterparty.

- **One-Sided Credit Valuation Adjustment** is a credit valuation adjustment that reflects the market value of the credit risk of the counterparty to the firm, but does not reflect the market value of the credit risk of the bank to the counterparty.

F.   CCR-related risks

- **Rollover Risk** is the amount by which expected positive exposure is understated when future transactions with a counterpart are expected to be conducted on an ongoing basis, but the additional exposure generated by those future transactions is not included in calculation of expected positive exposure.

- **General Wrong-Way Risk** arises when the probability of default of counterparties is positively correlated with general market risk factors.

- **Specific Wrong-Way Risk** arises when the exposure to a particular counterpart is positively correlated with the probability of default of the counterparty due to the nature of the transactions with the counterparty.

II.   Scope of application

3.   The methods for computing the exposure amount under the standardised approach for credit risk or EAD under the internal ratings-based (IRB) approach to credit risk described in this annex are applicable to SFTs and OTC derivatives.

4.   Such instruments generally exhibit the following abstract characteristics:

- The transactions generate a current exposure or market value.

- The transactions have an associated random future market value based on market variables.

- The transactions generate an exchange of payments or an exchange of a financial instrument (including commodities) against payment.

- The transactions are undertaken with an identified counterparty against which a unique probability of default can be determined[183].

5.   Other common characteristics of the transactions to be covered may include the following:

- Collateral may be used to mitigate risk exposure and is inherent in the nature of some transactions.

- Short-term financing may be a primary objective in that the transactions mostly consist of an exchange of one asset for another (cash or securities) for a relatively short period of time, usually for the business purpose of financing. The two sides of the transactions are not the result of separate decisions but form an indivisible whole to accomplish a defined objective.

- Netting may be used to mitigate the risk.

- Positions are frequently valued (most commonly on a daily basis), according to market variables.

- Remargining may be employed.

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[183] Transactions for which the probability of default is defined on a pooled basis are not included in this treatment of CCR.

6.	An exposure value of zero for counterparty credit risk can be attributed to derivative contracts or SFTs that are outstanding with a central counterparty (e.g. a clearing house). This does not apply to counterparty credit risk exposures from derivative transactions and SFTs that have been rejected by the central counterparty. Furthermore, an exposure value of zero can be attributed to banks' credit risk exposures to central counterparties that result from the derivative transactions, SFTs or spot transactions that the bank has outstanding with the central counterparty. This exemption extends in particular to credit exposures from clearing deposits and from collateral posted with the central counterparty. A central counterparty is an entity that interposes itself between counterparties to contracts traded within one or more financial markets, becoming the legal counterparty such that it is the buyer to every seller and the seller to every buyer. In order to qualify for the above exemptions, the central counterparty CCR exposures with all participants in its arrangements must be fully collateralized on a daily basis, thereby providing protection for the central counterparty's CCR exposures. Assets held by a central counterparty as a custodian on the bank's behalf would not be subject to a capital requirement for counterparty credit risk exposure.

7.	Under all of the three methods identified in this annex, when a bank purchases credit derivative protection against a banking book exposure, or against a counterparty credit risk exposure, it will determine its capital requirement for the hedged exposure subject to the criteria and general rules for the recognition of credit derivatives, i.e. substitution or double default rules as appropriate. Where these rules apply, the exposure amount or EAD for counterparty credit risk from such instruments is zero.

8.	The exposure amount or EAD for counterparty credit risk is zero for sold credit default swaps in the banking book where they are treated in the framework as a guarantee provided by the bank and subject to a credit risk charge for the full notional amount.

9.	Under all three methods identified in this annex, the exposure amount or EAD for a given counterparty is equal to the sum of the exposure amounts or EADs calculated for each netting set with that counterparty.

## III.	Cross-product netting rules[184]

10.	Banks that receive approval to estimate their exposures to CCR using the internal model method may include within a netting set SFTs, or both SFTs and OTC derivatives subject to a legally valid form of bilateral netting that satisfies the following legal and operational criteria for a Cross-Product Netting Arrangement (as defined below). The bank must also have satisfied any prior approval or other procedural requirements that its national supervisor determines to implement for purposes of recognising a Cross-Product Netting Arrangement.

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[184] These Cross-Product Netting Rules apply specifically to netting across SFTs, or to netting across both SFTs and OTC derivatives, for purposes of regulatory capital computation under IMM. They do not revise or replace the rules that apply to recognition of netting within the OTC derivatives, repo-style transaction, and margin lending transaction product categories under the 1988 Accord, as amended, or in this Framework. The rules in the 1988 Accord and this Framework continue to apply for purposes of regulatory capital recognition of netting within product categories under IMM or other relevant methodology.

Legal Criteria

11.   The bank has executed a written, bilateral netting agreement with the counterparty that creates a single legal obligation, covering all included bilateral master agreements and transactions ("Cross-Product Netting Arrangement"), such that the bank would have either a claim to receive or obligation to pay only the net sum of the positive and negative (i) close-out values of any included individual master agreements and (ii) mark-to-market values of any included individual transactions (the "Cross-Product Net Amount"), in the event a counterparty fails to perform due to any of the following: default, bankruptcy, liquidation or similar circumstances.

12.   The bank has written and reasoned legal opinions that conclude with a high degree of certainty that, in the event of a legal challenge, relevant courts or administrative authorities would find the firm's exposure under the Cross-Product Netting Arrangement to be the Cross-Product Net Amount under the laws of all relevant jurisdictions. In reaching this conclusion, legal opinions must address the validity and enforceability of the entire Cross-Product Netting Arrangement under its terms and the impact of the Cross-Product Netting Arrangement on the material provisions of any included bilateral master agreement.

- The laws of "all relevant jurisdictions" are: (i) the law of the jurisdiction in which the counterparty is chartered and, if the foreign branch of a counterparty is involved, then also under the law of the jurisdiction in which the branch is located, (ii) the law that governs the individual transactions, and (iii) the law that governs any contract or agreement necessary to effect the netting.

- A legal opinion must be generally recognised as such by the legal community in the firm's home country or a memorandum of law that addresses all relevant issues in a reasoned manner.

13.   The bank has internal procedures to verify that, prior to including a transaction in a netting set, the transaction is covered by legal opinions that meet the above criteria.

14.   The bank undertakes to update legal opinions as necessary to ensure continuing enforceability of the Cross-Product Netting Arrangement in light of possible changes in relevant law.

15.   The Cross-Product Netting Arrangement does not include a walkaway clause. A walkaway clause is a provision which permits a non-defaulting counterparty to make only limited payments, or no payment at all, to the estate of the defaulter, even if the defaulter is a net creditor.

16.   Each included bilateral master agreement and transaction included in the Cross-Product Netting Arrangement satisfies applicable legal requirements for recognition of (i) bilateral netting of derivatives contracts in Annex 3 of the 1988 Accord, as amended in April 1995, or (ii) credit risk mitigation techniques in Part 2, Section II.D of this Framework.

17.   The bank maintains all required documentation in its files.

Operational Criteria

18.   The supervisory authority is satisfied that the effects of a Cross-Product Netting Arrangement are factored into the firm's measurement of a counterparty's aggregate credit risk exposure and that the bank manages its counterparty credit risk on such basis.

19.   Credit risk to each counterparty is aggregated to arrive at a single legal exposure across products covered by the Cross-Product Netting Arrangement. This aggregation must be factored into credit limit and economic capital processes.

IV.   Approval to adopt an internal modelling method to estimate EAD

20.   A bank (meaning the individual legal entity or a group) that wishes to adopt an internal modelling method to measure exposure or EAD for regulatory capital purposes must seek approval from its supervisor. The internal modelling method is available both for banks that adopt the internal ratings-based approach to credit risk and for banks for which the standardised approach to credit risk applies to all of their credit risk exposures. The bank must meet all of the requirements given in Section V of this annex and must apply the method to all of its exposures that are subject to counterparty credit risk, except for long settlement transactions.

21.   A bank may also choose to adopt an internal modelling method to measure CCR for regulatory capital purposes for its exposures or EAD to only OTC derivatives, to only SFTs, or to both, subject to the appropriate recognition of netting specified above. The bank must apply the method to all relevant exposures within that category, except for those that are immaterial in size and risk. During the initial implementation of the internal models method, a bank may use the standardised method or the current exposure method for a portion of its business. The bank must submit a plan to its supervisor to bring all material exposures for that category of transactions under the internal model method.

22.   For all OTC derivative transactions and for all long settlement transactions for which a bank has not received approval from its supervisor to use the internal models method, the bank must use either the standardised method or the current exposure method. Combined use of the current exposure method and the standardised method is permitted on a permanent basis within a group. Combined use of the current exposure method and the standardised method within a legal entity is only permissible for the cases indicated in paragraph 90 of this annex.

23.   Exposures or EAD arising from long settlement transactions can be determined using any of the three methods identified in this document regardless of the methods chosen for treating OTC derivatives and SFTs. In computing capital requirements for long settlement transactions banks that hold permission to use the internal ratings-based approach may opt to apply the risk weights under this Framework's standardised approach for credit risk on a permanent basis and irrespective to the materiality of such positions.

24.   After adoption of the internal model method, the bank must comply with the above requirements on a permanent basis. Only under exceptional circumstances or for immaterial exposures can a bank revert to either the current exposure or standardised methods for all or part of its exposure. The bank must demonstrate that reversion to a less sophisticated method does not lead to an arbitrage of the regulatory capital rules.

V.   Internal Model Method: measuring exposure and minimum requirements

A.   Exposure amount or EAD under the internal model method

25.   CCR exposure or EAD is measured at the level of the netting set as defined in Sections I and III of this annex. A qualifying internal model for measuring counterparty credit exposure must specify the forecasting distribution for changes in the market value of the netting set attributable to changes in market variables, such as interest rates, foreign exchange rates, etc. The model then computes the firm's CCR exposure for the netting set at each future date given the changes in the market variables. For margined counterparties, the model may also capture future collateral movements. Banks may include eligible financial

collateral as defined in paragraphs 146 and 703 of this Framework in their forecasting distributions for changes in the market value of the netting set, if the quantitative, qualitative and data requirements for internal model method are met for the collateral.

26.   To the extent that a bank recognises collateral in exposure amount or EAD via current exposure, a bank would not be permitted to recognise the benefits in its estimates of LGD. As a result, the bank would be required to use an LGD of an otherwise similar uncollateralised facility. In other words, the bank would be required to use an LGD that does not include collateral that is already included in EAD.

27.   Under the Internal Model Method, the bank need not employ a single model. Although the following text describes an internal model as a simulation model, no particular form of model is required. Analytical models are acceptable so long as they are subject to supervisory review, meet all of the requirements set forth in this section and are applied to all material exposures subject to a CCR-related capital charge as noted above, with the exception of long settlement transactions, which are treated separately, and with the exception of those exposures that are immaterial in size and risk.

28.   Expected exposure or peak exposure measures should be calculated based on a distribution of exposures that accounts for the possible non-normality of the distribution of exposures, including the existence of leptokurtosis ("fat tails"), where appropriate.

29.   When using an internal model, exposure amount or EAD is calculated as the product of alpha times Effective EPE, as specified below:

$$\text{EAD} = \alpha \times \text{Effective EPE} \qquad (1)$$

30.   Effective EPE ("Expected Positive Exposure") is computed by estimating expected exposure (EE_t) as the average exposure at future date t, where the average is taken across possible future values of relevant market risk factors, such as interest rates, foreign exchange rates, etc. The internal model estimates EE at a series of future dates t_1, t_2, t_3…[185] Specifically, "Effective EE" is computed recursively as

$$\text{Effective } EE_{t_k} = \max(\text{Effective } EE_{t_{k-1}}, EE_{t_k}) \qquad (2)$$

where the current date is denoted as t_0 and Effective EE_{t_0} equals current exposure.

31.   In this regard, "Effective EPE" is the average Effective EE during the first year of future exposure. If all contracts in the netting set mature before one year, EPE is the average of expected exposure until all contracts in the netting set mature. Effective EPE is computed as a weighted average of Effective EE:

$$\textit{Effective EPE} = \sum_{k=1}^{\min(1year, maturity)} \textit{Effective EE}_{t_k} \times \Delta t_k \qquad (3)$$

where the weights $\Delta t_k = t_k - t_{k-1}$ allows for the case when future exposure is calculated at dates that are not equally spaced over time.

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[185] In theory, the expectations should be taken with respect to the actual probability distribution of future exposure and not the risk-neutral one. Supervisors recognise that practical considerations may make it more feasible to use the risk-neutral one. As a result, supervisors will not mandate which kind of forecasting distribution to employ.

32.   Alpha (α) is set equal to 1.4.

33.   Supervisors have the discretion to require a higher alpha based on a firm's CCR exposures. Factors that may require a higher alpha include the low granularity of counterparties; particularly high exposures to general wrong-way risk; particularly high correlation of market values across counterparties; and other institution-specific characteristics of CCR exposures.

B.   Own estimates for alpha

34.   Banks may seek approval from their supervisors to compute internal estimates of alpha subject to a floor of 1.2, where alpha equals the ratio of economic capital from a full simulation of counterparty exposure across counterparties (numerator) and economic capital based on EPE (denominator), assuming they meet certain operating requirements. Eligible banks must meet all the operating requirements for internal estimates of EPE and must demonstrate that their internal estimates of alpha capture in the numerator the material sources of stochastic dependency of distributions of market values of transactions or of portfolios of transactions across counterparties (e.g. the correlation of defaults across counterparties and between market risk and default).

35.   In the denominator, EPE must be used as if it were a fixed outstanding loan amount.

36.   To this end, banks must ensure that the numerator and denominator of alpha are computed in a consistent fashion with respect to the modelling methodology, parameter specifications and portfolio composition. The approach used must be based on the firm's internal economic capital approach, be well-documented and be subject to independent validation. In addition, banks must review their estimates on at least a quarterly basis, and more frequently when the composition of the portfolio varies over time. Banks must assess the model risk.

37.   Where appropriate, volatilities and correlations of market risk factors used in the joint simulation of market and credit risk should be conditioned on the credit risk factor to reflect potential increases in volatility or correlation in an economic downturn. Internal estimates of alpha should take account of the granularity of exposures.

C.   Maturity

38.   If the original maturity of the longest-dated contract contained in the set is greater than one year, the formula for effective maturity (M) in paragraph 320 of this Framework is replaced with the following:

$$M = \frac{\sum\limits_{k=1}^{t_k \leq 1year} \textit{Effective EE}_k \times \Delta t_k \times df_k + \sum\limits_{t_k > 1year}^{maturity} EE_k \times \Delta t_k \times df_k}{\sum\limits_{k=1}^{t_k \leq 1year} \textit{Effective EE}_k \times \Delta t_k \times df_k}$$

where df_k is the risk-free discount factor for future time period t_k and the remaining symbols are defined above. Similar to the treatment under corporate exposures, M has a cap of five years[186].

39.   For netting sets in which all contracts have an original maturity of less than one year, the formula for effective maturity (M) in paragraph 320 of this Framework is unchanged and a floor of one year applies, with the exception of short-term exposures as described in paragraphs 321 to 323 of this Framework.

D.   Margin agreements

40.   If the netting set is subject to a margin agreement and the internal model captures the effects of margining when estimating EE, the model's EE measure may be used directly in equation (2). Such models are noticeably more complicated than models of EPE for unmargined counterparties. As such, they are subject to a higher degree of supervisory scrutiny before they are approved, as discussed below.

41.   A bank that can model EPE without margin agreements but cannot achieve the higher level of modelling sophistication to model EPE with margin agreements can use the following method for margined counterparties. The method is a simple and conservative approximation to Effective EPE and sets Effective EPE for a margined counterparty equal to the lesser of:

•   The threshold, if positive, under the margin agreement plus an add-on that reflects the potential increase in exposure over the margin period of risk. The add-on is computed as the expected increase in the netting set's exposure beginning from current exposure of zero over the margin period of risk.[187] A supervisory floor of five business days for netting sets consisting only of repo-style transactions subject to daily remargining and daily mark-to-market, and 10 business days for all other netting sets is imposed on the margin period of risk used for this purpose;

•   Effective EPE without a margin agreement.

E.   Model validation

42.   Because counterparty exposures are driven by movements in market variables, the validation of an EPE model is similar to the validation of a Value-at-Risk (VaR) model that is used to measure market risk. Therefore, in principle, the qualitative standards of the Market Risk Amendment for the use of VaR models should be carried over to EPE models. However, an EPE model has additional elements that require validation:

•   Interest rates, foreign exchange rates, equity prices, commodities, and other market risk factors must be forecast over long time horizons for measuring counterparty exposure. The performance of the forecasting model for market risk factors must be

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[186] Conceptually, M equals the effective credit duration of the counterparty exposure. A bank that uses an internal model to calculate a one-sided credit valuation adjustment (CVA) can use the effective credit duration estimated by such a model in place of the above formula with prior approval of its supervisor.

[187] In other words, the add-on equals EE at the end of the margin period of risk assuming current exposure of zero. Since no roll-off of transactions would be occurring as part of this EE calculation, there would be no difference between EE and Effective EE.

validated over a long time horizon. In contrast, VaR for market risk is measured over a short time horizon (typically, one to ten days).

- The pricing models used to calculate counterparty exposure for a given scenario of future shocks to market risk factors must be tested as part of the model validation process. These pricing models may be different from those used to calculate VaR over a short horizon. Pricing models for options must account for the nonlinearity of option value with respect to market risk factors.

- An EPE model must capture transaction-specific information in order to aggregate exposures at the level of the netting set. Banks must verify that transactions are assigned to the appropriate netting set within the model.

- An EPE model must also include transaction-specific information in order to capture the effects of margining. It must take into account both the current amount of margin and margin that would be passed between counterparties in the future. Such a model must account for the nature of margin agreements (unilateral or bilateral), the frequency of margin calls, the margin period of risk, the minimum threshold of unmargined exposure the bank is willing to accept, and the minimum transfer amount. Such a model must either model the mark-to-market change in the value of collateral posted or apply this Framework's rules for collateral.

43. Static, historical backtesting on representative counterparty portfolios must be part of the model validation process. At regular intervals as directed by its supervisor, a bank must conduct such backtesting on a number of representative counterparty portfolios (actual or hypothetical). These representative portfolios must be chosen based on their sensitivity to the material risk factors and correlations to which the bank is exposed.

44. Starting at a particular historical date, backtesting of an EPE model would use the internal model to forecast each portfolio's probability distribution of exposure at various time horizons. Using historical data on movements in market risk factors, backtesting then computes the actual exposures that would have occurred on each portfolio at each time horizon assuming no change in the portfolio's composition. These realised exposures would then be compared with the model's forecast distribution at various time horizons. The above must be repeated for several historical dates covering a wide range of market conditions (e.g. rising rates, falling rates, quiet markets, volatile markets). Significant differences between the realised exposures and the model's forecast distribution could indicate a problem with the model or the underlying data that the supervisor would require the bank to correct. Under such circumstances, supervisors may require additional capital. Unlike the backtesting requirement for VaR models prescribed under the Market Risk Amendment, no particular statistical test is specified for backtesting of EPE models.

45. Under the internal model method, a measure that is more conservative than Effective EPE (e.g. a measure based on peak rather than average exposure) for every counterparty may be used in place of alpha times Effective EPE in equation (1) with the prior approval of the supervisor. The degree of relative conservatism will be assessed upon initial supervisory approval and subject to periodic validation.

46. Banks using an EPE model or a VaR model (as described in paragraphs 178 to 181 of this Framework) must meet the above validation requirements.

F.   Operational requirements for EPE models

47. In order to be eligible to adopt an internal model for estimating EPE arising from CCR for regulatory capital purposes, a bank must meet the following operational requirements. These include meeting the requirements related to the qualifying standards on

CCR Management, a use test, stress testing, identification of wrong-way risk, and internal controls.

Qualifying standards on CCR Management

48.   The bank must satisfy its supervisor that, in addition to meeting the operational requirements identified in paragraphs 49 to 69 below, it adheres to sound practices for CCR management, including those specified in paragraphs 777 (i) to 777 (xiv) of this Framework.

Use test

49.   The distribution of exposures generated by the internal model used to calculate effective EPE must be closely integrated into the day-to-day CCR management process of the bank. For example, the bank could use the peak exposure from the distributions for counterparty credit limits or expected positive exposure for its internal allocation of capital. The internal model's output must accordingly play an essential role in the credit approval, counterparty credit risk management, internal capital allocations, and corporate governance of banks that seek approval to apply such models for capital adequacy purposes. Models and estimates designed and implemented exclusively to qualify for the internal models method are not acceptable.

50.   A bank must have a credible track record in the use of internal models that generate a distribution of exposures to CCR. Thus, the bank must demonstrate that it has been using an internal model to calculate the distributions of exposures upon which the EPE calculation is based that meets broadly the minimum requirements for at least one year prior to supervisory approval.

51.   Banks employing the internal model method must have an independent control unit that is responsible for the design and implementation of the firm's CCR management system, including the initial and on-going validation of the internal model. This unit must control input data integrity and produce and analyse reports on the output of the firm's risk measurement model, including an evaluation of the relationship between measures of risk exposure and credit and trading limits. This unit must be independent from business credit and trading units; it must be adequately staffed; it must report directly to senior management of the firm. The work of this unit should be closely integrated into the day-to-day credit risk management process of the firm. Its output should accordingly be an integral part of the process of planning, monitoring and controlling the firm's credit and overall risk profile.

52.   The internal model used to generate the distribution of exposures must be part of a counterparty risk management framework that includes the identification, measurement, management, approval and internal reporting of counterparty risk.[188] This Framework must include the measurement of usage of credit lines (aggregating counterparty exposures with other credit exposures) and economic capital allocation. In addition to EPE (a measure of future exposure), a bank must measure and manage current exposures. Where appropriate, the bank must measure current exposure gross and net of collateral held. The use test is satisfied if a bank uses other counterparty risk measures, such as peak exposure or potential future exposure (PFE), based on the distribution of exposures generated by the same model to compute EPE.

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[188] This section draws heavily on the Counterparty Risk Management Policy Group's paper, *Improving Counterparty Risk Management Practices* (June 1999); a copy can be found online at http://www.mfainfo.org/washington/derivatives/Improving%20Counterparty%20risk.pdf.

53.   A bank is not required to estimate or report EE daily, but to meet the use test it must have the systems capability to estimate EE daily, if necessary, unless it demonstrates to its supervisor that its exposures to CCR warrant some less frequent calculation. It must choose a time profile of forecasting horizons that adequately reflects the time structure of future cash flows and maturity of the contracts. For example, a bank may compute EE on a daily basis for the first ten days, once a week out to one month, once a month out to eighteen months, once a quarter out to five years and beyond five years in a manner that is consistent with the materiality and composition of the exposure.

54.   Exposure must be measured out to the life of all contracts in the netting set (not just to the one year horizon), monitored and controlled. The bank must have procedures in place to identify and control the risks for counterparties where exposure rises beyond the one-year horizon. Moreover, the forecasted increase in exposure must be an input into the firm's internal economic capital model.

Stress testing

55.   A bank must have in place sound stress testing processes for use in the assessment of capital adequacy. These stress measures must be compared against the measure of EPE and considered by the bank as part of its internal capital adequacy assessment process. Stress testing must also involve identifying possible events or future changes in economic conditions that could have unfavourable effects on a firm's credit exposures and assessment of the firm's ability to withstand such changes. Examples of scenarios that could be used are; (i) economic or industry downturns, (ii) market-place events, or (iii) decreased liquidity conditions.

56.   The bank must stress test its counterparty exposures including jointly stressing market and credit risk factors. Stress tests of counterparty risk must consider concentration risk (to a single counterparty or groups of counterparties), correlation risk across market and credit risk (for example, a counterparty for which a large market move would result in a large exposure, a material deterioration in credit quality, or both), and the risk that liquidating the counterparty's positions could move the market. Such stress tests must also consider the impact on the firm's own positions of such market moves and integrate that impact in its assessment of counterparty risk.

Wrong-way risk

57.   Banks must be aware of exposures that give rise to a greater degree of general wrong-way risk.

58.   A bank is said to be exposed to "specific wrong-way risk" if future exposure to a specific counterparty is expected to be high when the counterparty's probability of default is also high. For example, a company writing put options on its own stock creates wrong-way exposures for the buyer that is specific to the counterparty. A bank must have procedures in place to identify, monitor and control cases of specific wrong way risk, beginning at the inception of a trade and continuing through the life of the trade.

Integrity of Modelling Process

59.   Other operational requirements focus on the internal controls needed to ensure the integrity of model inputs; specifically, the requirements address the transaction data, historical market data, frequency of calculation, and valuation models used in measuring EPE.

60.   The internal model must reflect transaction terms and specifications in a timely, complete, and conservative fashion. Such terms include, but are not limited to, contract notional amounts, maturity, reference assets, collateral thresholds, margining arrangements,

netting arrangements, etc. The terms and specifications must reside in a secure database that is subject to formal and periodic audit. The process for recognising netting arrangements must require signoff by legal staff to verify the legal enforceability of netting and be input into the database by an independent unit. The transmission of transaction terms and specifications data to the internal model must also be subject to internal audit and formal reconciliation processes must be in place between the internal model and source data systems to verify on an ongoing basis that transaction terms and specifications are being reflected in EPE correctly or at least conservatively.

61.   The internal model must employ current market data to compute current exposures. When using historical data to estimate volatility and correlations, at least three years of historical data must be used and must be updated quarterly or more frequently if market conditions warrant. The data should cover a full range of economic conditions, such as a full business cycle. A unit independent from the business unit must validate the price supplied by the business unit. The data must be acquired independently of the lines of business, must be fed into the internal model in a timely and complete fashion, and maintained in a secure database subject to formal and periodic audit. Banks must also have a well-developed data integrity process to scrub the data of erroneous and/or anomalous observations. To the extent that the internal model relies on proxy market data, for example for new products where three years of historical data may not be available, internal policies must identify suitable proxies and the bank must demonstrate empirically that the proxy provides a conservative representation of the underlying risk under adverse market conditions. If the internal model includes the effect of collateral on changes in the market value of the netting set, the bank must have adequate historical data to model the volatility of the collateral

62.   The EPE model (and modifications made to it) must be subject to an internal model validation process. The process must be clearly articulated in firms' policies and procedures. The validation process must specify the kind of testing needed to ensure model integrity and identify conditions under which assumptions are violated and may result in an understatement of EPE. The validation process must include a review of the comprehensiveness of the EPE model, for example such as whether the EPE model covers all products that have a material contribution to counterparty risk exposures.

63.   The use of an internal model to estimate EPE, and hence the exposure amount or EAD, of positions subject to a CCR capital charge will be conditional upon the explicit approval of the firm's supervisory authority. Home and host country supervisory authorities of banks that carry out material trading activities in multiple jurisdictions will work co-operatively to ensure an efficient approval process.

64.   In this Framework and in prior documents, the Committee has issued guidance regarding the use of internal models to estimate certain parameters of risk and determine minimum capital charges against those risks. Supervisors will require that banks seeking to make use of internal models to estimate EPE meet similar requirements regarding, for example, the integrity of the risk management system, the skills of staff that will rely on such measures in operational areas and in control functions, the accuracy of models, and the rigour of internal controls over relevant internal processes. As an example, banks seeking to make use of an internal model to estimate EPE must demonstrate that they meet the Committee's general criteria for banks seeking to make use of internal models to assess market risk exposures, but in the context of assessing counterparty credit risk.[189]

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[189] *Amendment to the Capital Accord to Incorporate Market Risk,* Basel Committee on banking Supervision (1996), Part B.1., "General Criteria,".

65.   Pillar 2 of this Framework provides general background and specific guidance to cover counterparty credit risks that may not be fully covered by the Pillar 1 process.

66.   No particular form of model is required to qualify to make use of an internal model. Although this text describes an internal model as a simulation model, other forms of models, including analytic models, are acceptable subject to supervisory approval and review. Banks that seek recognition for the use of an internal model that is not based on simulations must demonstrate to their supervisors that the model meets all operational requirements.

67.   For a bank that qualifies to net transactions, the bank must have internal procedures to verify that, prior to including a transaction in a netting set, the transaction is covered by a legally enforceable netting contract that meets the applicable requirements of the 1988 Accord, as amended, this Framework text on credit risk mitigation techniques, or the Cross-Product Netting Rules set forth in this annex.

68.   For a bank that makes use of collateral to mitigate its CCR, the bank must have internal procedures to verify that, prior to recognising the effect of collateral in its calculations, the collateral meets the appropriate legal certainty standards as set out in Part 2, Section II.D of this Framework.

VI.   Standardised Method

69.   Banks that do not have approval to apply the internal models method for the relevant OTC transactions may use the standardised method. The standardised method can be used only for OTC derivatives; SFTs are subject to the treatments set out under the Internal Model Method of this Annex or under the Part 2, Section II.D, of this Framework. The exposure amount (under the standardised approach for credit risk) or EAD is to be calculated separately for each netting set. It is determined as follows:

$$\text{exposure amount or EAD} = \beta \cdot \max\left(CMV - CMC; \sum_{j}\left| \sum_{i} RPT_{ij} - \sum_{l} RPC_{lj} \right| \times CCF_{j} \right)$$

where:

CMV   =   current market value of the portfolio of transactions within the netting set with a counterparty gross of collateral, i.e. $CMV = \sum_{i} CMV_i$, where CMV_i is the current market value of transaction i.

CMC   =   current market value of the collateral assigned to the netting set, i.e. $CMC = \sum_{l} CMC_l$, where CMC_l is the current market value of collateral l.

i   =   index designating transaction.

l   =   index designating collateral.

j   =   index designating supervisory hedging sets. These hedging sets correspond to risk factors for which risk positions of opposite sign

can be offset to yield a net risk position on which the exposure measure is then based.

RPT_{ij} =   Risk position from *transaction* i with respect to hedging set j [190].

RPC_{lj} =   Risk position from collateral l with respect to hedging set j.

CCF_j =   Supervisory credit conversion factor with respect to the hedging set j [191].

β =   Supervisory scaling parameter.

Collateral received from a counterparty has a positive sign; collateral posted to a counterparty has a negative sign.

Collateral that is recognised for the standardised approach is confined to the collateral that is eligible under paragraphs 146 and 703 of this Framework for credit risk mitigation.

70.   When an OTC derivative transaction with linear risk profile (e.g. a forward, a future or a swap agreement) stipulates the exchange of a financial instrument (e.g. a bond, an equity, or a commodity) for a payment, the payment part is referred to as the payment leg. Transactions that stipulate the exchange of payment against payment (e.g. an interest rate swap or a foreign exchange forward) consist of two payment legs. The payment legs consist of the contractually agreed gross payments, including the notional amount of the transaction. Banks may disregard the interest rate risk from payment legs with a remaining maturity of less than one year from the following calculations. Banks may treat transactions that consist of two payment legs that are denominated in the same currency (e.g. interest rate swaps) as a single aggregate transaction. The treatment for payment legs applies to the aggregate transaction.

71.   Transactions with linear risk profiles that have equity (including equity indices), gold, other precious metals or other commodities as the underlying financial instruments are mapped to a risk position in the respective equity (or equity index) or commodity (including gold and the other precious metals) hedging set. The payment leg of these transactions is mapped to an interest rate risk position within the appropriate interest rate hedging set. If the payment leg is denominated in a foreign currency, the transaction is also mapped to a foreign exchange risk position in the respective currency.

72.   Transactions with linear risk profiles that have a debt instrument (e.g. a bond or a loan) as the underlying instrument are mapped to an interest rate risk positions with one risk position for the debt instrument and another risk position for the payment leg. Transactions with linear risk profiles that stipulate the exchange of payment against payment (including foreign exchange forwards) are mapped to an interest rate risk position for each of the payment legs. If the underlying debt instrument is denominated in a foreign currency, the debt instrument is mapped to a foreign exchange risk position in the respective currency. If a payment leg is denominated in a foreign currency, the payment leg is also mapped to a

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[190] E.g. a short-term FX forward with one leg denominated in the firm's domestic currency will be mapped into three risk positions: 1. an FX risk position, 2. a foreign currency interest rate risk position, 3. a domestic currency risk position.

[191] Calibration has been made assuming at the money forwards or swaps and given a forecasting horizon of one year.

foreign exchange risk position in this currency.[192] The exposure amount or EAD assigned to a foreign exchange basis swap transactions is zero.

73.   For all but debt instruments, the size of a risk position from a transaction with linear risk profile is the effective notional value (market price multiplied by quantity) of the underlying financial instruments (including commodities) converted to the firm's domestic currency.

74.   For debt instruments and the payment legs of all transactions, the size of the risk position is the effective notional value of the outstanding gross payments (including the notional amount) converted to the firm's domestic currency, multiplied by the modified duration of the debt instrument or payment leg, respectively.

75.   The size of a risk position from a credit default swap is the notional value of the reference debt instrument multiplied by the remaining maturity of the credit default swap.

76.   The size of a risk position from an OTC derivative with non-linear risk profile (including options and swaptions) is equal to the delta equivalent effective notional value of the financial instrument that underlies the transaction, except in the case of an underlying debt instrument.

77.   For OTC derivative with non-linear risk profiles (including options and swaptions), for which the underlying is a debt instrument or a payment leg, the size of the risk position is equal to the delta equivalent effective notional value of the financial instrument or payment leg multiplied by the modified duration of the debt instrument or payment leg.

78.   Banks may use the following formulas to determine the size and sign of a risk position:

    a.   for all but debt instruments:

    effective notional value, or delta equivalent notional value =

    $$p_{ref} \frac{\partial V}{\partial p}$$

    where

    p_{ref} price of the underlying instrument, expressed in the reference currency

    v   value of the financial instrument (in the case of an option: option price; in the case of a transaction with a linear risk profile: value of the underlying instrument itself)

    p   price of the underlying instrument, expressed in the same currency as v

    b.   for debt instruments and the payment legs of all transactions:

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[192] E.g. a short-term FX forward with one leg denominated in the firm's domestic currency will be mapped into three risk positions: 1. an FX risk position, 2. a foreign currency interest rate risk position, 3. a domestic currency risk position.

effective notional value multiplied by the modified duration, or

delta equivalent in notional value multiplied by the modified duration

$$\frac{\partial V}{\partial r}$$

where

v   value of the financial instrument (in the case of an option: option price; in the case of a transaction with a linear risk profile: value of the underlying instrument itself or of the payment leg, respectively)

r   interest level

If v is denominated in a currency other than the reference currency, the derivative must be converted into the reference currency by multiplication with the relevant exchange rate.

79.   The risk positions are to be grouped into hedging sets. For each hedging set, the absolute value amount of the sum of the resulting risk positions is computed. This sum is termed the "net risk position" and is represented as

$$\left| \sum_i RPT_{ij} - \sum_l RPC_{lj} \right|$$

in the formulas in paragraph 70 of this annex.

80.   Interest rate positions arising from debt instruments of low specific risk are to be mapped into one of six hedging sets for each represented currency. A debt instrument is classified as being of low specific risk when it is subject to a 1.6 percent or lower capital charge under the revised rules for specific risk in the standardised approach to market risk (Section A.1.I of the updated Market Risk Amendment). Interest rate positions arising from the payment legs are to be assigned to the same hedging sets as interest rate risk positions from debt instruments of low specific risk. Interest rate positions arising from money deposits received from the counterparty as collateral are also to be assigned to the same hedging sets as interest rate risk positions from debt instruments of low specific risk. The six hedging sets per currency are defined by a combination of two criteria:

(i)   The nature of the referenced interest rate — either a sovereign (government) rate or some other rate.

(ii)   The remaining maturity or rate-adjustment frequency — less than one year, between one and five years, or longer than five years.

Table 1

Hedging Sets for Interest Rate Risk Positions Per Currency

Remaining maturity or rate-adjustment frequency	Sovereign-referenced interest rates	Non-sovereign-referenced interest rates
One year or less	X	X
Over one year to five years	X	X
Over five years	X	X

81. For underlying debt instruments (e.g. floating rate notes) or payment legs (e.g. floating rate legs of interest swaps) for which the interest rate is linked to a reference interest rate that represents a general market interest level (e.g. government bond yield, money market rate, swap rate), the rate-adjustment frequency is the length of the time interval up to the next re-adjustment of the reference interest rate. Otherwise, the remaining maturity is the remaining life of the underlying debt instrument, or, in the case of a payment leg, the remaining life of the transaction.

82. There is one hedging set for each issuer of a reference debt instrument that underlies a credit default swap.

83. There is one hedging set for each issuer of a debt instrument of high specific risk, i.e. debt instruments to which a capital charge of more than 1.60 percent applies under the standardised measurement method for interest rate risk following Section A.1.I of the updated Market Risk Amendment. The same applies to money deposits that are posted with a counterparty as collateral when that counterparty does not have debt obligations of low specific risk outstanding. When a payment leg emulates a debt instrument of high specific risk (e.g. in the case of a total return swap with one leg that emulates a bond), there is also one hedging set for each issuer of the reference debt instrument. Banks may assign risk positions that arise from debt instruments of a certain issuer or from reference debt instruments of the same issuer that are emulated by payment legs or that underlie a credit default swap to the same hedging set.

84. Underlying financial instruments other than debt instruments (equities, precious metals, commodities, other instruments), are assigned to the same respective hedging sets only if they are identical or similar instruments. The similarity of instruments is established as follows:

- For equities, similar instruments are those of the same issuer. An equity index is treated as a separate issuer.

- For precious metals, similar instruments are those of the same metal. A precious metal index is treated as a separate precious metal.

- For commodities, similar instruments are those of the same commodity. A commodity index is treated as a separate commodity.

- For electric power, delivery rights and obligations that refer to the same peak or off-peak load time interval within any 24 hour interval are similar instruments.

85. The credit conversion factor that is applied to a net risk position from a hedging set depends on the supervisory hedging set category as given in paragraphs 86 to 88 of this annex.

86.   The credit conversion factors for underlying financial instruments other than debt instruments and for foreign exchange rates are given in Table 2.

Table 2

Exchange Rates	Gold	Equity	Precious Metals (except gold)	Electric Power	Other Commodities (excluding precious metals)
2.5%	5.0%	7.0%	8.5%	4%	10.0%

87.   The credit conversion factor for risk positions from debt instruments are as follows:

*   0.6 percent for risk positions from a debt instrument or reference debt instrument of high specific risk.

*   0.3 percent for risk position from a reference debt instrument that underlies a credit default swap and that is of low specific risk.

*   0.2 percent otherwise.

88.   Underlying instruments of OTC derivatives that are not in any of the categories above are assigned to separate individual hedging sets for each category of underlying instrument. A credit conversion factor of 10 percent is applied to the notional equivalent amount.

89.   There may be transactions with a non-linear risk profile for which the bank cannot determine the delta with a model that the supervisor has approved for the purposes for determining the minimum capital requirements for market risk (instrument models approved for the purposes of the standardised approach for market risk, or instrument models approved as part of the firm's admission to the internal modelling approach for market risk). In the case of payment legs and transactions with debt instruments as underlying, there may be transactions for which the bank cannot determine the modified duration with such a model. For these transactions, the supervisor will determine the size of the risk positions and the applicable credit conversion factors conservatively. Alternatively, supervisors may require the use of the current exposure method. Netting will not be recognised: in other words, the exposure amount or EAD is to be determined as if there were a netting set that comprises just the individual transaction.

90.   The supervisory scaling parameter β (beta) is set at 1.4.

VII.   Current Exposure Method

91.   Banks that do not have approval to apply the internal models method may use the current exposure method as identified in paragraphs 186, 187 and 317 of this Framework. The current exposure method is to be applied to OTC derivatives only; SFTs are subject to

the treatments set out under the Internal Model Method of this Annex or under the Part 2, Section II.D, of this Framework.

92.   The credit conversion factors used to calculate add-ons are as prescribed in the 1988 Accord, as amended in April 1995[193], as well as in paragraph 186 of this Framework. These credit conversion factors under the current exposure method remain set as follows in Table 3:

Table 3

	Interest Rates	FX and Gold	Equities	Precious Metals Except Gold	Other Commodities
One year or less	0.0%	1.0%	6.0%	7.0%	10.0%
Over one year to five years	0.5%	5.0%	8.0%	7.0%	12.0%
Over five years	1.5%	7.5%	10.0%	8.0%	15.0%

93.   Banks can obtain capital relief for collateral as defined in paragraphs 146 and 703 of this Framework. The methodology for the recognition of eligible collateral follows that of the applicable approach for credit risk.

94.   The counterparty credit risk exposure amount or EAD for single name credit derivative transactions in the trading book will be calculated using the potential future exposure add-on factors set out in paragraph 707 of this Framework.

95.   To determine capital requirements for hedged banking book exposures, the treatment for credit derivatives in this Framework applies to qualifying credit derivative instruments.

96. Where a credit derivative is an nth-to-default transaction (such as a first-to-default transaction), the treatment specified in paragraph 708 of this Framework applies.

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[193] *Basel Capital Accord: Treatment of Potential Exposure for Off-Balance Sheet Items* Basel Committee on Banking Supervision (1995).

Annex 5

Illustrative IRB Risk Weights

1.   The following tables provide illustrative risk weights calculated for four asset classes types under the internal ratings-based (IRB) approach to credit risk. Each set of risk weights for unexpected loss (UL) was produced using the appropriate risk-weight function of the risk-weight functions set out in Part 2, Section III. The inputs used to calculate the illustrative risk weights include measures of the PD, LGD, and an assumed effective maturity (M) of 2.5 years.

2.   A firm-size adjustment applies to exposures made to small- and medium-sized entity (SME) borrowers (defined as corporate exposures where the reported sales for the consolidated group of which the firm is a part is less than €50 million). Accordingly, the firm size adjustment was made in determining the second set of risk weights provided in column two given that the turnover of the firm receiving the exposure is assumed to be €5 million.

Illustrative IRB Risk Weights for UL

Asset Class:	Corporate Exposures		Residential Mortgages		Other Retail Exposures		Qualifying Revolving Retail Exposures	
LGD:	45%	45%	45%	25%	45%	85%	45%	85%
Maturity: 2.5 years								
Turnover (millions of €)	50	5						
PD:								
0.03%	14.44%	11.30%	4.15%	2.30%	4.45%	8.41%	0.98%	1.85%
0.05%	19.65%	15.39%	6.23%	3.46%	6.63%	12.52%	1.51%	2.86%
0.10%	29.65%	23.30%	10.69%	5.94%	11.16%	21.08%	2.71%	5.12%
0.25%	49.47%	39.01%	21.30%	11.83%	21.15%	39.96%	5.76%	10.88%
0.40%	62.72%	49.49%	29.94%	16.64%	28.42%	53.69%	8.41%	15.88%
0.50%	69.61%	54.91%	35.08%	19.49%	32.36%	61.13%	10.04%	18.97%
0.75%	82.78%	65.14%	46.46%	25.81%	40.10%	75.74%	13.80%	26.06%
1.00%	92.32%	72.40%	56.40%	31.33%	45.77%	86.46%	17.22%	32.53%
1.30%	100.95%	78.77%	67.00%	37.22%	50.80%	95.95%	21.02%	39.70%
1.50%	105.59%	82.11%	73.45%	40.80%	53.37%	100.81%	23.40%	44.19%
2.00%	114.86%	88.55%	87.94%	48.85%	57.99%	109.53%	28.92%	54.63%
2.50%	122.16%	93.43%	100.64%	55.91%	60.90%	115.03%	33.98%	64.18%
3.00%	128.44%	97.58%	111.99%	62.22%	62.79%	118.61%	38.66%	73.03%
4.00%	139.58%	105.04%	131.63%	73.13%	65.01%	122.80%	47.16%	89.08%
5.00%	149.86%	112.27%	148.22%	82.35%	66.42%	125.45%	54.75%	103.41%
6.00%	159.61%	119.48%	162.52%	90.29%	67.73%	127.94%	61.61%	116.37%
10.00%	193.09%	146.51%	204.41%	113.56%	75.54%	142.69%	83.89%	158.47%
15.00%	221.54%	171.91%	235.72%	130.96%	88.60%	167.36%	103.89%	196.23%
20.00%	238.23%	188.42%	253.12%	140.62%	100.28%	189.41%	117.99%	222.86%

Annex 6

Supervisory Slotting Criteria for Specialised Lending

Table 1 — Supervisory Rating Grades for Project Finance Exposures

	Strong	Good	Satisfactory	Weak
Financial strength				
Market conditions	Few competing suppliers or substantial and durable advantage in location, cost, or technology. Demand is strong and growing	Few competing suppliers or better than average location, cost, or technology but this situation may not last. Demand is strong and stable	Project has no advantage in location, cost, or technology. Demand is adequate and stable	Project has worse than average location, cost, or technology. Demand is weak and declining
Financial ratios (e.g. *debt service coverage ratio (DSCR), loan life coverage ratio (LLCR), project life coverage ratio (PLCR), and debt-to-equity ratio*)	Strong financial ratios considering the level of project risk; very robust economic assumptions	Strong to acceptable financial ratios considering the level of project risk; robust project economic assumptions	Standard financial ratios considering the level of project risk	Aggressive financial ratios considering the level of project risk
Stress analysis	The project can meet its financial obligations under sustained, severely stressed economic or sectoral conditions	The project can meet its financial obligations under normal stressed economic or sectoral conditions. The project is only likely to default under severe economic conditions	The project is vulnerable to stresses that are not uncommon through an economic cycle, and may default in a normal downturn	The project is likely to default unless conditions improve soon

	Strong	Good	Satisfactory	Weak
Financial structure				
Duration of the credit compared to the duration of the project	Useful life of the project significantly exceeds tenor of the loan	Useful life of the project exceeds tenor of the loan	Useful life of the project exceeds tenor of the loan	Useful life of the project may not exceed tenor of the loan
Amortisation schedule	Amortising debt	Amortising debt	Amortising debt repayments with limited bullet payment	Bullet repayment or amortising debt repayments with high bullet repayment
Political and legal environment				
Political risk, including transfer risk, considering project type and mitigants	Very low exposure; strong mitigation instruments, if needed	Low exposure; satisfactory mitigation instruments, if needed	Moderate exposure; fair mitigation instruments	High exposure; no or weak mitigation instruments
Force majeure risk (war, civil unrest, etc),	Low exposure	Acceptable exposure	Standard protection	Significant risks, not fully mitigated
Government support and project's importance for the country over the long term	Project of strategic importance for the country (preferably export-oriented). Strong support from Government	Project considered important for the country. Good level of support from Government	Project may not be strategic but brings unquestionable benefits for the country. Support from Government may not be explicit	Project not key to the country. No or weak support from Government
Stability of legal and regulatory environment (risk of change in law)	Favourable and stable regulatory environment over the long term	Favourable and stable regulatory environment over the medium term	Regulatory changes can be predicted with a fair level of certainty	Current or future regulatory issues may affect the project
Acquisition of all necessary supports and approvals for such relief from local content laws	Strong	Satisfactory	Fair	Weak

	Strong	**Good**	**Satisfactory**	**Weak**
Enforceability of contracts, collateral and security	Contracts, collateral and security are enforceable	Contracts, collateral and security are enforceable	Contracts, collateral and security are considered enforceable even if certain non-key issues may exist	There are unresolved key issues in respect if actual enforcement of contracts, collateral and security
Transaction characteristics				
Design and technology risk	Fully proven technology and design	Fully proven technology and design	Proven technology and design — start-up issues are mitigated by a strong completion package	Unproven technology and design; technology issues exist and/or complex design
Construction risk				
Permitting and siting	All permits have been obtained	Some permits are still outstanding but their receipt is considered very likely	Some permits are still outstanding but the permitting process is well defined and they are considered routine	Key permits still need to be obtained and are not considered routine. Significant conditions may be attached
Type of construction contract	Fixed-price date-certain turnkey construction EPC (engineering and procurement contract)	Fixed-price date-certain turnkey construction EPC	Fixed-price date-certain turnkey construction contract with one or several contractors	No or partial fixed-price turnkey contract and/or interfacing issues with multiple contractors
Completion guarantees	Substantial liquidated damages supported by financial substance and/or strong completion guarantee from sponsors with excellent financial standing	Significant liquidated damages supported by financial substance and/or completion guarantee from sponsors with good financial standing	Adequate liquidated damages supported by financial substance and/or completion guarantee from sponsors with good financial standing	Inadequate liquidated damages or not supported by financial substance or weak completion guarantees

	Strong	Good	Satisfactory	Weak
Track record and financial strength of contractor in constructing similar projects.	Strong	Good	Satisfactory	Weak
Operating risk				
Scope and nature of operations and maintenance (O & M) contracts	Strong long-term O&M contract, preferably with contractual performance incentives, and/or O&M reserve accounts	Long-term O&M contract, and/or O&M reserve accounts	Limited O&M contract or O&M reserve account	No O&M contract: risk of high operational cost overruns beyond mitigants
Operator's expertise, track record, and financial strength	Very strong, or committed technical assistance of the sponsors	Strong	Acceptable	Limited/weak, or local operator dependent on local authorities
Off-take risk				
(a) If there is a take-or-pay or fixed-price off-take contract:	Excellent creditworthiness of off-taker; strong termination clauses; tenor of contract comfortably exceeds the maturity of the debt	Good creditworthiness of off-taker; strong termination clauses; tenor of contract exceeds the maturity of the debt	Acceptable financial standing of off-taker; normal termination clauses; tenor of contract generally matches the maturity of the debt	Weak off-taker; weak termination clauses; tenor of contract does not exceed the maturity of the debt

	Strong	Good	Satisfactory	Weak
(b) If there is no take-or-pay or fixed-price off-take contract:	Project produces essential services or a commodity sold widely on a world market; output can readily be absorbed at projected prices even at lower than historic market growth rates	Project produces essential services or a commodity sold widely on a regional market that will absorb it at projected prices at historical growth rates	Commodity is sold on a limited market that may absorb it only at lower than projected prices	Project output is demanded by only one or a few buyers or is not generally sold on an organised market
Supply risk				
Price, volume and transportation risk of feed-stocks; supplier's track record and financial strength	Long-term supply contract with supplier of excellent financial standing	Long-term supply contract with supplier of good financial standing	Long-term supply contract with supplier of good financial standing — a degree of price risk may remain	Short-term supply contract or long-term supply contract with financially weak supplier — a degree of price risk definitely remains
Reserve risks (e.g. natural resource development)	Independently audited, proven and developed reserves well in excess of requirements over lifetime of the project	Independently audited, proven and developed reserves in excess of requirements over lifetime of the project	Proven reserves can supply the project adequately through the maturity of the debt	Project relies to some extent on potential and undeveloped reserves
Strength of Sponsor				
Sponsor's track record, financial strength, and country/sector experience	Strong sponsor with excellent track record and high financial standing	Good sponsor with satisfactory track record and good financial standing	Adequate sponsor with adequate track record and good financial standing	Weak sponsor with no or questionable track record and/or financial weaknesses

	Strong	Good	Satisfactory	Weak
Sponsor support, as evidenced by equity, ownership clause and incentive to inject additional cash if necessary	Strong. Project is highly strategic for the sponsor (core business — long-term strategy)	Good. Project is strategic for the sponsor (core business — long-term strategy)	Acceptable. Project is considered important for the sponsor (core business)	Limited. Project is not key to sponsor's long-term strategy or core business
Security Package				
Assignment of contracts and accounts	Fully comprehensive	Comprehensive	Acceptable	Weak
Pledge of assets, taking into account quality, value and liquidity of assets	First perfected security interest in all project assets, contracts, permits and accounts necessary to run the project	Perfected security interest in all project assets, contracts, permits and accounts necessary to run the project	Acceptable security interest in all project assets, contracts, permits and accounts necessary to run the project	Little security or collateral for lenders; weak negative pledge clause
Lender's control over cash flow (e.g. cash sweeps, independent escrow accounts)	Strong	Satisfactory	Fair	Weak
Strength of the covenant package (mandatory prepayments, payment deferrals, payment cascade, dividend restrictions…)	Covenant package is strong for this type of project Project may issue no additional debt	Covenant package is satisfactory for this type of project Project may issue extremely limited additional debt	Covenant package is fair for this type of project Project may issue limited additional debt	Covenant package is Insufficient for this type of project Project may issue unlimited additional debt

	Strong	Good	Satisfactory	Weak
Reserve funds (debt service, O&M, renewal and replacement, unforeseen events, etc)	Longer than average coverage period, all reserve funds fully funded in cash or letters of credit from highly rated bank	Average coverage period, all reserve funds fully funded	Average coverage period, all reserve funds fully funded	Shorter than average coverage period, reserve funds funded from operating cash flows

Table 2 ─ Supervisory Rating Grades for Income-Producing Real Estate Exposures and High-Volatility Commercial Real Estate Exposures

	Strong	Good	Satisfactory	Weak
Financial strength				
Market conditions	The supply and demand for the project's type and location are currently in equilibrium. The number of competitive properties coming to market is equal or lower than forecasted demand	The supply and demand for the project's type and location are currently in equilibrium. The number of competitive properties coming to market is roughly equal to forecasted demand	Market conditions are roughly in equilibrium. Competitive properties are coming on the market and others are in the planning stages. The project's design and capabilities may not be state of the art compared to new projects	Market conditions are weak. It is uncertain when conditions will improve and return to equilibrium. The project is losing tenants at lease expiration. New lease terms are less favourable compared to those expiring
Financial ratios and advance rate	The property's debt service coverage ratio (DSCR) is considered strong (DSCR is not relevant for the construction phase) and its loan to value ratio (LTV) is considered low given its property type. Where a secondary market exists, the transaction is underwritten to market standards	The DSCR (not relevant for development real estate) and LTV are satisfactory. Where a secondary market exists, the transaction is underwritten to market standards	The property's DSCR has deteriorated and its value has fallen, increasing its LTV	The property's DSCR has deteriorated significantly and its LTV is well above underwriting standards for new loans

	Strong	Good	Satisfactory	Weak
Stress analysis	The property's resources, contingencies and liability structure allow it to meet its financial obligations during a period of severe financial stress (e.g. interest rates, economic growth)	The property can meet its financial obligations under a sustained period of financial stress (e.g. interest rates, economic growth). The property is likely to default only under severe economic conditions	During an economic downturn, the property would suffer a decline in revenue that would limit its ability to fund capital expenditures and significantly increase the risk of default	The property's financial condition is strained and is likely to default unless conditions improve in the near term
Cash-flow predictability				
(a) For complete and stabilised property.	The property's leases are long-term with creditworthy tenants and their maturity dates are scattered. The property has a track record of tenant retention upon lease expiration. Its vacancy rate is low. Expenses (maintenance, insurance, security, and property taxes) are predictable	Most of the property's leases are long-term, with tenants that range in creditworthiness. The property experiences a normal level of tenant turnover upon lease expiration. Its vacancy rate is low. Expenses are predictable	Most of the property's leases are medium rather than long-term with tenants that range in creditworthiness. The property experiences a moderate level of tenant turnover upon lease expiration. Its vacancy rate is moderate. Expenses are relatively predictable but vary in relation to revenue	The property's leases are of various terms with tenants that range in creditworthiness. The property experiences a very high level of tenant turnover upon lease expiration. Its vacancy rate is high. Significant expenses are incurred preparing space for new tenants
(b) For complete but not stabilised property	Leasing activity meets or exceeds projections. The project should achieve stabilisation in the near future	Leasing activity meets or exceeds projections. The project should achieve stabilisation in the near future	Most leasing activity is within projections; however, stabilisation will not occur for some time	Market rents do not meet expectations. Despite achieving target occupancy rate, cash flow coverage is tight due to disappointing revenue

	Strong	Good	Satisfactory	Weak
(c) For construction phase	The property is entirely pre-leased through the tenor of the loan or pre-sold to an investment grade tenant or buyer, or the bank has a binding commitment for take-out financing from an investment grade lender	The property is entirely pre-leased or pre-sold to a creditworthy tenant or buyer, or the bank has a binding commitment for permanent financing from a creditworthy lender	Leasing activity is within projections but the building may not be pre-leased and there may not exist a take-out financing. The bank may be the permanent lender	The property is deteriorating due to cost overruns, market deterioration, tenant cancellations or other factors. There may be a dispute with the party providing the permanent financing
Asset characteristics				
Location	Property is located in highly desirable location that is convenient to services that tenants desire	Property is located in desirable location that is convenient to services that tenants desire	The property location lacks a competitive advantage	The property's location, configuration, design and maintenance have contributed to the property's difficulties
Design and condition	Property is favoured due to its design, configuration, and maintenance, and is highly competitive with new properties	Property is appropriate in terms of its design, configuration and maintenance. The property's design and capabilities are competitive with new properties	Property is adequate in terms of its configuration, design and maintenance	Weaknesses exist in the property's configuration, design or maintenance
Property is under construction	Construction budget is conservative and technical hazards are limited. Contractors are highly qualified	Construction budget is conservative and technical hazards are limited. Contractors are highly qualified	Construction budget is adequate and contractors are ordinarily qualified	Project is over budget or unrealistic given its technical hazards. Contractors may be under qualified

	Strong	**Good**	**Satisfactory**	**Weak**
Strength of Sponsor/Developer				
Financial capacity and willingness to support the property.	The sponsor/developer made a substantial cash contribution to the construction or purchase of the property. The sponsor/developer has substantial resources and limited direct and contingent liabilities. The sponsor/developer's properties are diversified geographically and by property type	The sponsor/developer made a material cash contribution to the construction or purchase of the property. The sponsor/developer's financial condition allows it to support the property in the event of a cash flow shortfall. The sponsor/developer's properties are located in several geographic regions	The sponsor/developer's contribution may be immaterial or non-cash. The sponsor/developer is average to below average in financial resources	The sponsor/developer lacks capacity or willingness to support the property
Reputation and track record with similar properties.	Experienced management and high sponsors' quality. Strong reputation and lengthy and successful record with similar properties	Appropriate management and sponsors' quality. The sponsor or management has a successful record with similar properties	Moderate management and sponsors' quality. Management or sponsor track record does not raise serious concerns	Ineffective management and substandard sponsors' quality. Management and sponsor difficulties have contributed to difficulties in managing properties in the past
Relationships with relevant real estate actors	Strong relationships with leading actors such as leasing agents	Proven relationships with leading actors such as leasing agents	Adequate relationships with leasing agents and other parties providing important real estate services	Poor relationships with leasing agents and/or other parties providing important real estate services

	Strong	Good	Satisfactory	Weak
Security Package				
Nature of lien	Perfected first lien[1]	Perfected first lien[1]	Perfected first lien[1]	Ability of lender to foreclose is constrained
Assignment of rents (for projects leased to long-term tenants)	The lender has obtained an assignment. They maintain current tenant information that would facilitate providing notice to remit rents directly to the lender, such as a current rent roll and copies of the project's leases	The lender has obtained an assignment. They maintain current tenant information that would facilitate providing notice to the tenants to remit rents directly to the lender, such as current rent roll and copies of the project's leases	The lender has obtained an assignment. They maintain current tenant information that would facilitate providing notice to the tenants to remit rents directly to the lender, such as current rent roll and copies of the project's leases	The lender has not obtained an assignment of the leases or has not maintained the information necessary to readily provide notice to the building's tenants
Quality of the insurance coverage	Appropriate	Appropriate	Appropriate	Substandard

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[1] Lenders in some markets extensively use loan structures that include junior liens. Junior liens may be indicative of this level of risk if the total LTV inclusive of all senior positions does not exceed a typical first loan LTV.

Table 3 ─ Supervisory Rating Grades for Object Finance Exposures

	Strong	**Good**	**Satisfactory**	**Weak**
Financial strength				
Market conditions	Demand is strong and growing, strong entry barriers, low sensitivity to changes in technology and economic outlook	Demand is strong and stable. Some entry barriers, some sensitivity to changes in technology and economic outlook	Demand is adequate and stable, limited entry barriers, significant sensitivity to changes in technology and economic outlook	Demand is weak and declining, vulnerable to changes in technology and economic outlook, highly uncertain environment
Financial ratios (debt service coverage ratio and loan-to-value ratio)	Strong financial ratios considering the type of asset. Very robust economic assumptions	Strong / acceptable financial ratios considering the type of asset. Robust project economic assumptions	Standard financial ratios for the asset type	Aggressive financial ratios considering the type of asset
Stress analysis	Stable long-term revenues, capable of withstanding severely stressed conditions through an economic cycle	Satisfactory short-term revenues. Loan can withstand some financial adversity. Default is only likely under severe economic conditions	Uncertain short-term revenues. Cash flows are vulnerable to stresses that are not uncommon through an economic cycle. The loan may default in a normal downturn	Revenues subject to strong uncertainties; even in normal economic conditions the asset may default, unless conditions improve
Market liquidity	Market is structured on a worldwide basis; assets are highly liquid	Market is worldwide or regional; assets are relatively liquid	Market is regional with limited prospects in the short term, implying lower liquidity	Local market and/or poor visibility. Low or no liquidity, particularly on niche markets

	Strong	**Good**	**Satisfactory**	**Weak**
Political and legal environment				
Political risk, including transfer risk	Very low; strong mitigation instruments, if needed	Low; satisfactory mitigation instruments, if needed	Moderate; fair mitigation instruments	High; no or weak mitigation instruments
Legal and regulatory risks	Jurisdiction is favourable to repossession and enforcement of contracts	Jurisdiction is favourable to repossession and enforcement of contracts	Jurisdiction is generally favourable to repossession and enforcement of contracts, even if repossession might be long and/or difficult	Poor or unstable legal and regulatory environment. Jurisdiction may make repossession and enforcement of contracts lengthy or impossible
Transaction characteristics				
Financing term compared to the economic life of the asset	Full payout profile/minimum balloon. No grace period	Balloon more significant, but still at satisfactory levels	Important balloon with potentially grace periods	Repayment in fine or high balloon
Operating risk				
Permits / licensing	All permits have been obtained; asset meets current and foreseeable safety regulations	All permits obtained or in the process of being obtained; asset meets current and foreseeable safety regulations	Most permits obtained or in process of being obtained, outstanding ones considered routine, asset meets current safety regulations	Problems in obtaining all required permits, part of the planned configuration and/or planned operations might need to be revised
Scope and nature of O & M contracts	Strong long-term O&M contract, preferably with contractual performance incentives, and/or O&M reserve accounts (if needed)	Long-term O&M contract, and/or O&M reserve accounts (if needed)	Limited O&M contract or O&M reserve account (if needed)	No O&M contract: risk of high operational cost overruns beyond mitigants

	Strong	Good	Satisfactory	Weak
Operator's financial strength, track record in managing the asset type and capability to re-market asset when it comes off-lease	Excellent track record and strong re-marketing capability	Satisfactory track record and re-marketing capability	Weak or short track record and uncertain re-marketing capability	No or unknown track record and inability to re-market the asset
Asset characteristics				
Configuration, size, design and maintenance (i.e. age, size for a plane) compared to other assets on the same market	Strong advantage in design and maintenance. Configuration is standard such that the object meets a liquid market	Above average design and maintenance. Standard configuration, maybe with very limited exceptions — such that the object meets a liquid market	Average design and maintenance. Configuration is somewhat specific, and thus might cause a narrower market for the object	Below average design and maintenance. Asset is near the end of its economic life. Configuration is very specific; the market for the object is very narrow
Resale value	Current resale value is well above debt value	Resale value is moderately above debt value	Resale value is slightly above debt value	Resale value is below debt value
Sensitivity of the asset value and liquidity to economic cycles	Asset value and liquidity are relatively insensitive to economic cycles	Asset value and liquidity are sensitive to economic cycles	Asset value and liquidity are quite sensitive to economic cycles	Asset value and liquidity are highly sensitive to economic cycles
Strength of sponsor				
Operator's financial strength, track record in managing the asset type and capability to re-market asset when it comes off-lease	Excellent track record and strong re-marketing capability	Satisfactory track record and re-marketing capability	Weak or short track record and uncertain re-marketing capability	No or unknown track record and inability to re-market the asset

	Strong	**Good**	**Satisfactory**	**Weak**
Sponsors' track record and financial strength	Sponsors with excellent track record and high financial standing	Sponsors with good track record and good financial standing	Sponsors with adequate track record and good financial standing	Sponsors with no or questionable track record and/or financial weaknesses
Security Package				
Asset control	Legal documentation provides the lender effective control (e.g. a first perfected security interest, or a leasing structure including such security) on the asset, or on the company owning it	Legal documentation provides the lender effective control (e.g. a perfected security interest, or a leasing structure including such security) on the asset, or on the company owning it	Legal documentation provides the lender effective control (e.g. a perfected security interest, or a leasing structure including such security) on the asset, or on the company owning it	The contract provides little security to the lender and leaves room to some risk of losing control on the asset
Rights and means at the lender's disposal to monitor the location and condition of the asset	The lender is able to monitor the location and condition of the asset, at any time and place (regular reports, possibility to lead inspections)	The lender is able to monitor the location and condition of the asset, almost at any time and place	The lender is able to monitor the location and condition of the asset, almost at any time and place	The lender is able to monitor the location and condition of the asset are limited
Insurance against damages	Strong insurance coverage including collateral damages with top quality insurance companies	Satisfactory insurance coverage (not including collateral damages) with good quality insurance companies	Fair insurance coverage (not including collateral damages) with acceptable quality insurance companies	Weak insurance coverage (not including collateral damages) or with weak quality insurance companies

Table 4 ─ Supervisory Rating Grades for Commodities Finance Exposures

	Strong	Good	Satisfactory	Weak
Financial strength				
Degree of over-collateralisation of trade	Strong	Good	Satisfactory	Weak
Political and legal environment				
Country risk	No country risk	Limited exposure to country risk (in particular, offshore location of reserves in an emerging country)	Exposure to country risk (in particular, offshore location of reserves in an emerging country)	Strong exposure to country risk (in particular, inland reserves in an emerging country)
Mitigation of country risks	Very strong mitigation: Strong offshore mechanisms Strategic commodity 1st class buyer	Strong mitigation: Offshore mechanisms Strategic commodity Strong buyer	Acceptable mitigation: Offshore mechanisms Less strategic commodity Acceptable buyer	Only partial mitigation: No offshore mechanisms Non-strategic commodity Weak buyer
Asset characteristics				
Liquidity and susceptibility to damage	Commodity is quoted and can be hedged through futures or OTC instruments. Commodity is not susceptible to damage	Commodity is quoted and can be hedged through OTC instruments. Commodity is not susceptible to damage	Commodity is not quoted but is liquid. There is uncertainty about the possibility of hedging. Commodity is not susceptible to damage	Commodity is not quoted. Liquidity is limited given the size and depth of the market. No appropriate hedging instruments. Commodity is susceptible to damage

	Strong	**Good**	**Satisfactory**	**Weak**
Strength of sponsor				
Financial strength of trader	Very strong, relative to trading philosophy and risks	Strong	Adequate	Weak
Track record, including ability to manage the logistic process	Extensive experience with the type of transaction in question. Strong record of operating success and cost efficiency	Sufficient experience with the type of transaction in question. Above average record of operating success and cost efficiency	Limited experience with the type of transaction in question. Average record of operating success and cost efficiency	Limited or uncertain track record in general. Volatile costs and profits
Trading controls and hedging policies	Strong standards for counterparty selection, hedging, and monitoring	Adequate standards for counterparty selection, hedging, and monitoring	Past deals have experienced no or minor problems	Trader has experienced significant losses on past deals
Quality of financial disclosure	Excellent	Good	Satisfactory	Financial disclosure contains some uncertainties or is insufficient
Security package				
Asset control	First perfected security interest provides the lender legal control of the assets at any time if needed	First perfected security interest provides the lender legal control of the assets at any time if needed	At some point in the process, there is a rupture in the control of the assets by the lender. The rupture is mitigated by knowledge of the trade process or a third party undertaking as the case may be	Contract leaves room for some risk of losing control over the assets. Recovery could be jeopardised

	Strong	**Good**	**Satisfactory**	**Weak**
Insurance against damages	Strong insurance coverage including collateral damages with top quality insurance companies	Satisfactory insurance coverage (not including collateral damages) with good quality insurance companies	Fair insurance coverage (not including collateral damages) with acceptable quality insurance companies	Weak insurance coverage (not including collateral damages) or with weak quality insurance companies

Annex 7

Illustrative Examples: Calculating the Effect of
Credit Risk Mitigation under Supervisory Formula

Some examples are provided below for determining how collateral and guarantees are to be recognised under the SF.

Illustrative Example Involving Collateral ─ proportional cover

Assume an originating bank purchases a €100 securitisation exposure with a credit enhancement level in excess of K_{IRB} for which an external or inferred rating is not available. Additionally, assume that the SF capital charge on the securitisation exposure is €1.6 (when multiplied by 12.5 results in risk weighted assets of €20). Further assume that the originating bank has received €80 of collateral in the form of cash that is denominated in the same currency as the securitisation exposure. The capital requirement for the position is determined by multiplying the SF capital requirement by the ratio of adjusted exposure amount and the original exposure amount, as illustrated below.

Step 1: Adjusted Exposure Amount (E*) = max {0, [E x (1 + He) – C x (1 – Hc – Hfx)]}

$$E^* = \max \{0, [100 \times (1 + 0) - 80 \times (1 - 0 - 0)]\} = €20$$

where (based on the information provided above):

E* = the exposure value after risk mitigation (€20)

E = current value of the exposure (€100)

He = haircut appropriate to the exposure (This haircut is not relevant because the originating bank is not lending the securitisation exposure in exchange for collateral).

C = the current value of the collateral received (€80)

Hc = haircut appropriate to the collateral (0)

Hfx = haircut appropriate for mismatch between the collateral and exposure (0)

Step 2: Capital requirement = (E* / E) x SF capital requirement

where (based on the information provide above):

Capital requirement = €20 / €100 x €1.6 = €0.32.

Illustrative Example Involving a Guarantee ─ proportional cover

All of the assumptions provided in the illustrative example involving collateral apply except for the form of credit risk mitigant. Assume that the bank has received an eligible, unsecured guarantee in the amount of €80 from a bank. Therefore, a haircut for currency mismatch will not apply. The capital requirement is determined as follows.

- The protected portion of the securitisation exposure (€80) is to receive the risk weight of the protection provider. The risk weight for the protection provider is equivalent to that for an unsecured loan to the guarantor bank, as determined under the IRB approach. Assume that this risk weight is 10%. Then, the capital charge on the protected portion would be: €80 x 10% x 0.08 = €0.64.

- The capital charge for the unprotected portion (€20) is derived by multiplying the capital charge on the securitisation exposure by the share of the unprotected portion to the exposure amount. The share of the unprotected portion is: €20 / €100 = 20%. Thus, the capital requirement will be: €1.6 x 20% = €0.32.

The total capital requirement for the protected and unprotected portions is:

€0.64 (protected portion) + €0.32 (unprotected portion) = €0.96 .

Illustrative example ─ the case of credit risk mitigants covering the most senior parts

Assume an originating bank that securitises a pool of loans of €1000. The K_{IRB} of this underlying pool is 5% (capital charge of €50). There is a first loss position of €20. The originator retains only the second most junior tranche: an unrated tranche of €45. We can summarise the situation as follows:
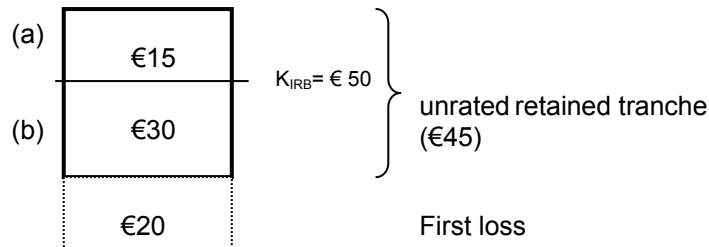
### 1. Capital charge without collateral or guarantees

According to this example, the capital charge for the unrated retained tranche that is straddling the K_{IRB} line is the sum of the capital requirements for tranches (a) and (b) in the graph above:

(a) Assume the SF risk weight for this subtranche is 820%. Thus, risk-weighted assets are €15 x 820% = €123. Capital charge is €123 x 8%= €9.84

(b) The subtranche below K_{IRB} must be deducted. Risk-weighted assets: €30 x 1250% = €375. Capital charge of €375 x 8% = €30

Total capital charge for the unrated straddling tranche = €9.84 + €30 = €39.84

2. Capital charge with collateral

Assume now that the originating bank has received €25 of collateral in the form of cash that is denominated in the same currency as the securitisation exposure. Because the tranche is straddling the K_{IRB} level, we must assume that the collateral is covering the most senior subtranche above K_{IRB} ((a) subtranche covered by €15 of collateral) and, only if there is some collateral left, the coverage must be applied to the subtranche below K_{IRB} beginning with the most senior portion (e.g. tranche (b) covered by €10 of collateral). Thus, we have:
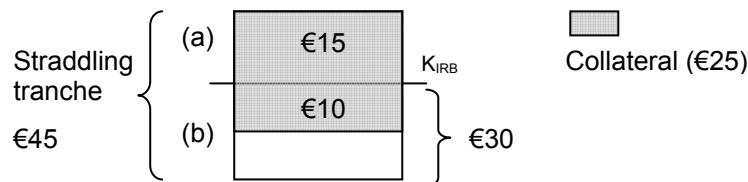
The capital requirement for the position is determined by multiplying the SF capital requirement by the ratio of adjusted exposure amount and the original exposure amount, as illustrated below. We must apply this for the two subtranches.

(a) The first subtranche has an initial exposure of €15 and collateral of €15, so in this case it is completely covered. In other words:

Step 1: Adjusted Exposure Amount

$$E^* = \max \{0, [E \times (1 + He) - C \times (1 - Hc - Hfx)]\} = \max \{0, [15 - 15]\} = €0$$

where:

E^* = the exposure value after risk mitigation (€0)

E = current value of the exposure (€15)

C = the current value of the collateral received (€15)

He = haircut appropriate to the exposure (not relevant here, thus 0)

Hc and Hfx = haircut appropriate to the collateral and that for the mismatch between the collateral and exposure (to simplify, 0)

Step 2: Capital requirement = (E^* / E) x SF capital requirement

Capital requirement = 0 x €9.84 = €0

(b) The second subtranche has an initial exposure of €30 and collateral of €10, which is the amount left after covering the subtranche above K_{IRB}. Thus, these €10 must be allocated to the most senior portion of the €30 subtranche.

Step1: Adjusted Exposure Amount

$$E^* = \max \{0, [30 \times (1 + 0) - 10 \times (1 - 0 - 0)]\} = €20$$

Step 2: Capital requirement = (E^* / E) x SF capital requirement

Capital requirement = €20 / €30 x €30 = €20

Finally, the total capital charge for the unrated straddling tranche = €0 + €20 = €20

3. Guarantee

Assume now that instead of collateral, the bank has received an eligible, unsecured guarantee in the amount of €25 from a bank. Therefore the haircut for currency mismatch will not apply. The situation can be summarised as:
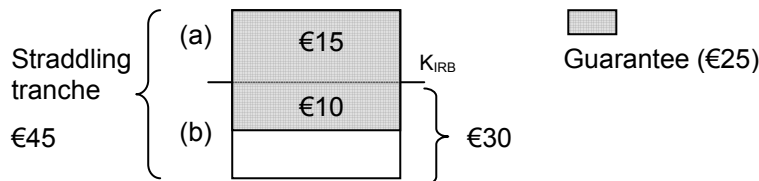
The capital requirement for the two subtranches is determined as follows:

(a)   The first subtranche has an initial exposure of €15 and a guarantee of €15, so in this case it is completely covered. The €15 will receive the risk weight of the protection provider. The risk weight for the protection provider is equivalent to that for an unsecured loan to the guarantor bank, as determined under the IRB approach. Assume that this risk weight is 20%.

capital charge on the protected portion is €15 x 20% x 8% = €0.24

(b)   The second subtranche has an initial exposure of €30 and guarantee of €10 which must be applied to the most senior portion of this subtranche. Accordingly, the protected part is €10 and the unprotected part is €20.

- Again, the protected portion of the securitisation exposure is to receive the risk weight of the guarantor bank.

   capital charge on the protected portion is €10 x 20% x 8% = €0.16

   The capital charge for the unprotected portion (for an unrated position below K_{IRB}) is €20 x 1250% x 8% = €20

Total capital charge for the unrated straddling tranche = €0.24 (protected portion, above K_{IRB}) + €0.16 (protected portion, below K_{IRB}) + €20 (unprotected portion, below K_{IRB}) = €20.4

Annex 8

Mapping of Business Lines

Level 1	Level 2	Activity Groups
Corporate Finance	Corporate Finance	Mergers and acquisitions, underwriting, privatisations, securitisation, research, debt (government, high yield), equity, syndications, IPO, secondary private placements
	Municipal/Government Finance	
	Merchant Banking	
	Advisory Services	
Trading & Sales	Sales	Fixed income, equity, foreign exchanges, commodities, credit, funding, own position securities, lending and repos, brokerage, debt, prime brokerage
	Market Making	
	Proprietary Positions	
	Treasury	
Retail Banking	Retail Banking	Retail lending and deposits, banking services, trust and estates
	Private Banking	Private lending and deposits, banking services, trust and estates, investment advice
	Card Services	Merchant/commercial/corporate cards, private labels and retail
Commercial Banking	Commercial Banking	Project finance, real estate, export finance, trade finance, factoring, leasing, lending, guarantees, bills of exchange
Payment and Settlement[1]	External Clients	Payments and collections, funds transfer, clearing and settlement
Agency Services	Custody	Escrow, depository receipts, securities lending (customers) corporate actions
	Corporate Agency	Issuer and paying agents
	Corporate Trust	
Asset Management	Discretionary Fund Management	Pooled, segregated, retail, institutional, closed, open, private equity
	Non-Discretionary Fund Management	Pooled, segregated, retail, institutional, closed, open
Retail Brokerage	Retail Brokerage	Execution and full service

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[1] Payment and settlement losses related to a bank's own activities would be incorporated in the loss experience of the affected business line.

Principles for business line mapping[346]

(a)   All activities must be mapped into the eight level 1 business lines in a mutually exclusive and jointly exhaustive manner.

(b)   Any banking or non-banking activity which cannot be readily mapped into the business line framework, but which represents an ancillary function to an activity included in the framework, must be allocated to the business line it supports. If more than one business line is supported through the ancillary activity, an objective mapping criteria must be used.

(c)   When mapping gross income, if an activity cannot be mapped into a particular business line then the business line yielding the highest charge must be used. The same business line equally applies to any associated ancillary activity.

(d)   Banks may use internal pricing methods to allocate gross income between business lines provided that total gross income for the bank (as would be recorded under the Basic Indicator Approach) still equals the sum of gross income for the eight business lines.

(e)   The mapping of activities into business lines for operational risk capital purposes must be consistent with the definitions of business lines used for regulatory capital calculations in other risk categories, i.e. credit and market risk. Any deviations from this principle must be clearly motivated and documented.

(f)   The mapping process used must be clearly documented. In particular, written business line definitions must be clear and detailed enough to allow third parties to replicate the business line mapping. Documentation must, among other things, clearly motivate any exceptions or overrides and be kept on record.

(g)   Processes must be in place to define the mapping of any new activities or products.

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[346] **Supplementary business line mapping guidance**

There are a variety of valid approaches that banks can use to map their activities to the eight business lines, provided the approach used meets the business line mapping principles. Nevertheless, the Committee is aware that some banks would welcome further guidance. The following is therefore an example of one possible approach that could be used by a bank to map its gross income:

Gross income for retail banking consists of net interest income on loans and advances to retail customers and SMEs treated as retail, plus fees related to traditional retail activities, net income from swaps and derivatives held to hedge the retail banking book, and income on purchased retail receivables. To calculate net interest income for retail banking, a bank takes the interest earned on its loans and advances to retail customers less the weighted average cost of funding of the loans (from whatever source — retail or other deposits).

Similarly, gross income for commercial banking consists of the net interest income on loans and advances to corporate (plus SMEs treated as corporate), interbank and sovereign customers and income on purchased corporate receivables, plus fees related to traditional commercial banking activities including commitments, guarantees, bills of exchange, net income (e.g. from coupons and dividends) on securities held in the banking book, and profits/losses on swaps and derivatives held to hedge the commercial banking book. Again, the calculation of net interest income is based on interest earned on loans and advances to corporate, interbank and sovereign customers less the weighted average cost of funding for these loans (from whatever source).

For trading and sales, gross income consists of profits/losses on instruments held for trading purposes (i.e. in the mark-to-market book), net of funding cost, plus fees from wholesale broking.

For the other five business lines, gross income consists primarily of the net fees/commissions earned in each of these businesses. Payment and settlement consists of fees to cover provision of payment/settlement facilities for wholesale counterparties. Asset management is management of assets on behalf of others.

(h)   Senior management is responsible for the mapping policy (which is subject to the approval by the board of directors).

(i)   The mapping process to business lines must be subject to independent review.

Annex 9

Detailed Loss Event Type Classification

Event-Type Category (Level 1)	Definition	Categories (Level 2)	Activity Examples (Level 3)
Internal fraud	Losses due to acts of a type intended to defraud, misappropriate property or circumvent regulations, the law or company policy, excluding diversity/ discrimination events, which involves at least one internal party	Unauthorised Activity	Transactions not reported (intentional) Transaction type unauthorised (w/monetary loss) Mismarking of position (intentional)
		Theft and Fraud	Fraud / credit fraud / worthless deposits Theft / extortion / embezzlement / robbery Misappropriation of assets Malicious destruction of assets Forgery Check kiting Smuggling Account take-over / impersonation / etc. Tax non-compliance / evasion (wilful) Bribes / kickbacks Insider trading (not on firm's account)
External fraud	Losses due to acts of a type intended to defraud, misappropriate property or circumvent the law, by a third party	Theft and Fraud	Theft/Robbery Forgery Check kiting
		Systems Security	Hacking damage Theft of information (w/monetary loss)
Employment Practices and Workplace Safety	Losses arising from acts inconsistent with employment, health or safety laws or agreements, from payment of personal injury claims, or from diversity / discrimination events	Employee Relations	Compensation, benefit, termination issues Organised labour activity
		Safe Environment	General liability (slip and fall, etc.) Employee health & safety rules events Workers compensation
		Diversity & Discrimination	All discrimination types
Clients, Products & Business Practices	Losses arising from an unintentional or negligent failure to meet a professional obligation to specific clients (including fiduciary and suitability requirements), or from the nature or design of a product.	Suitability, Disclosure & Fiduciary	Fiduciary breaches / guideline violations Suitability / disclosure issues (KYC, etc.) Retail customer disclosure violations Breach of privacy Aggressive sales Account churning Misuse of confidential information Lender liability

Event-Type Category (Level 1)	Definition	Categories (Level 2)	Activity Examples (Level 3)
		Improper Business or Market Practices	Antitrust Improper trade / market practices Market manipulation Insider trading (on firm's account) Unlicensed activity Money laundering
		Product Flaws	Product defects (unauthorised, etc.) Model errors
		Selection, Sponsorship & Exposure	Failure to investigate client per guidelines Exceeding client exposure limits
		Advisory Activities	Disputes over performance of advisory activities
Damage to Physical Assets	Losses arising from loss or damage to physical assets from natural disaster or other events.	Disasters and other events	Natural disaster losses Human losses from external sources (terrorism, vandalism)
Business disruption and system failures	Losses arising from disruption of business or system failures	Systems	Hardware Software Telecommunications Utility outage / disruptions
Execution, Delivery & Process Management	Losses from failed transaction processing or process management, from relations with trade counterparties and vendors	Transaction Capture, Execution & Maintenance	Miscommunication Data entry, maintenance or loading error Missed deadline or responsibility Model / system misoperation Accounting error / entity attribution error Other task misperformance Delivery failure Collateral management failure Reference Data Maintenance
		Monitoring and Reporting	Failed mandatory reporting obligation Inaccurate external report (loss incurred)
		Customer Intake and Documentation	Client permissions / disclaimers missing Legal documents missing / incomplete
		Customer / Client Account Management	Unapproved access given to accounts Incorrect client records (loss incurred) Negligent loss or damage of client assets
		Trade Counterparties	Non-client counterparty misperformance Misc. non-client counterparty disputes
		Vendors & Suppliers	Outsourcing Vendor disputes

Annex 10

Overview of Methodologies for the Capital Treatment of Transactions Secured by Financial Collateral under the Standardised and IRB Approaches

1.   The rules set forth in the standardised approach — Credit Risk Mitigation (CRM), for collateralised transactions generally determine the treatment under both the standardised and the foundation internal ratings-based (IRB) approaches for claims in the banking book that are secured by financial collateral of sufficient quality. Banks using the advanced IRB approach will typically take financial collateral on banking book exposures into account by using their own internal estimates to adjust the exposure's loss given default (LGD). One exception for a bank using the advanced IRB approach pertains to the recognition of repo-style transactions subject to a master netting agreement, as discussed below.

2.   Collateralised exposures that take the form of repo-style transactions (i.e. repo/reverse repos and securities lending/borrowing) are subject to special considerations. Such transactions that are held in the trading book are subject to a counterparty risk capital charge as described below. Further, all banks, including those using the advanced IRB approach, must follow the methodology in the CRM section, which is outlined below, for repo-style transactions booked in either the banking book or trading book that are subject to master netting agreements if they wish to recognise the effects of netting for capital purposes.

Standardised and Foundation IRB Approaches

3.   Banks under the standardised approach may use either the simple approach or the comprehensive approach for determining the appropriate risk weight for a transaction secured by eligible financial collateral. Under the simple approach, the risk weight of the collateral substitutes for that of the counterparty. Apart from a few types of very low risk transactions, the risk weight floor is 20%. Under the foundation IRB approach, banks may only use the comprehensive approach.

4.   Under the comprehensive approach, eligible financial collateral reduces the amount of the exposure to the counterparty. The amount of the collateral is decreased and, where appropriate, the amount of the exposure is increased through the use of haircuts, to account for potential changes in the market prices of securities and foreign exchange rates over the holding period. This results in an adjusted exposure amount, E^*. Banks may either use supervisory haircuts set by the Committee or, subject to qualifying criteria, rely on their "own" estimates of haircuts. Where the supervisory holding period for calculating the haircut amounts differs from the holding period set down in the rules for that type of collateralised transaction, the haircuts are to be scaled up or down as appropriate. Once E^* is calculated, the standardised bank will assign that amount a risk weight appropriate to the counterparty. For transactions secured by financial collateral other than repos subject to a master netting agreement, foundation IRB banks are to use E^* to adjust the LGD on the exposure.

Special Considerations for Repo-Style Transactions

5.   Repo-style transactions booked in the trading book, will, like OTC derivatives held in the trading book, be subject to a counterparty credit risk charge. In calculating this charge, a bank under the standardised approach must use the comprehensive approach to collateral; the simple approach will not be available.

6.   The capital treatment for repo-style transactions that are not subject to master netting agreements is the same as that for other collateralised transactions. However, for banks using the comprehensive approach, national supervisors have the discretion to determine that a haircut of zero may be used where the transaction is with a core market participant and meets certain other criteria (so-called carve-out treatment). Where repo-style transactions are subject to a master netting agreement whether they are held in the banking book or trading book, a bank may choose not to recognise the netting effects in calculating capital. In that case, each transaction will be subject to a capital charge as if there were no master netting agreement.

7.   If a bank wishes to recognise the effects of master netting agreements on repo-style transactions for capital purposes, it must apply the treatment the CRM section sets forth in that regard on a counterparty-by-counterparty basis. This treatment would apply to all repo-style transactions subject to master netting agreements, regardless of whether the bank is under the standardised, foundation IRB, or advanced IRB approach and regardless of whether the transactions are held in the banking or trading book. Under this treatment, the bank would calculate E* as the sum of the net current exposure on the contract plus an add-on for potential changes in security prices and foreign exchange rates. The add-on may be determined through the supervisory haircuts or, for those banks that meet the qualifying criteria, own estimate haircuts or an internal VaR model. The carve-out treatment for haircuts on repo-style transactions may not be used where an internal VaR model is applied.

8.   The calculated E* is in effect an unsecured loan equivalent amount that would be used for the exposure amount under the standardised approach and the exposure at default (EAD) value under both the foundation and advanced IRB approaches. E* is used for EAD under the IRB approaches, thus would be treated in the same manner as the credit equivalent amount (calculated as the sum of replacement cost plus an add-on for potential future exposure) for OTC derivatives subject to master netting agreements.

Annex 11

The Simplified Standardised Approach[197]

I.   Credit risk ─ general rules for risk weights

1.   Exposures should be risk weighted net of specific provisions.

A.   Claims on sovereigns and central banks

2.   Claims on sovereigns and their central banks will be risk-weighted on the basis of the consensus country risk scores of export credit agencies (ECA) participating in the "Arrangement on Officially Supported Export Credits". These scores are available on the OECD's website.[198] The methodology establishes eight risk score categories associated with minimum export insurance premiums. As detailed below, each ECA risk score will correspond to a specific risk weight category.

ECA risk scores	0-1	2	3	4 to 6	7
Risk weights	0%	20%	50%	100%	150%

3.   At national discretion, a lower risk weight may be applied to banks' exposures to their sovereign (or central bank) of incorporation denominated in domestic currency and funded[199] in that currency.[200] Where this discretion is exercised, other national supervisory authorities may also permit their banks to apply the same risk weight to domestic currency exposures to this sovereign (or central bank) funded in that currency.

B.   Claims on other official entities

4.   Claims on the Bank for International Settlements, the International Monetary Fund, the European Central Bank and the European Community will receive a 0% risk weight.

5.   The following Multilateral Development Banks (MDBs) will be eligible for a 0% risk weight:

- the World Bank Group, comprised of the International Bank for Reconstruction and Development (IBRD) and the International Finance Corporation (IFC),

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[197] This approach should not be seen as another approach for determining regulatory capital. Rather, it collects in one place the simplest options for calculating risk-weighted assets.

[198] The consensus country risk classification is available on the OECD's website (http://www.oecd.org) in the Export Credit Arrangement web-page of the Trade Directorate.

[199] This is to say that the bank should also have liabilities denominated in the domestic currency.

[200] This lower risk weight may be extended to the risk weighting of collateral and guarantees.

- the Asian Development Bank (ADB),

- the African Development Bank (AfDB),

- the European Bank for Reconstruction and Development (EBRD),

- the Inter-American Development Bank (IADB),

- the European Investment Bank (EIB),

- the European Investment Fund (EIF),

- the Nordic Investment Bank (NIB),

- the Caribbean Development Bank (CDB),

- the Islamic Development Bank (IDB), and

- the Council of Europe Development Bank (CEDB).

6.   The standard risk weight for claims on other MDBs will be 100%.

7.   Claims on domestic public sector entities (PSEs) will be risk-weighted according to the risk weight framework for claims on banks of that country. Subject to national discretion, claims on a domestic PSE may also be treated as claims on the sovereign in whose jurisdiction the PSEs are established.[201] Where this discretion is exercised, other national supervisors may allow their banks to risk weight claims on such PSEs in the same manner.

C.   Claims on banks and securities firms

8.   Banks will be assigned a risk weight based on the weighting of claims on the country in which they are incorporated (see paragraph 2). The treatment is summarised in the table below:

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[201] The following examples outline how PSEs might be categorised when focusing upon the existence of revenue raising powers. However, there may be other ways of determining the different treatments applicable to different types of PSEs, for instance by focusing on the extent of guarantees provided by the central government:

- **Regional governments and local authorities** could qualify for the same treatment as claims on their sovereign or central government if these governments and local authorities have specific revenue-raising powers and have specific institutional arrangements the effect of which is to reduce their risks of default.

- **Administrative bodies responsible to central governments, regional governments or to local authorities and other non-commercial undertakings** owned by the governments or local authorities may not warrant the same treatment as claims on their sovereign if the entities do not have revenue raising powers or other arrangements as described above. If strict lending rules apply to these entities and a declaration of bankruptcy is not possible because of their special public status, it may be appropriate to treat these claims in the same manner as claims on banks.

- **Commercial undertakings** owned by central governments, regional governments or by local authorities might be treated as normal commercial enterprises. However, if these entities function as a corporate in competitive markets even though the state, a regional authority or a local authority is the major shareholder of these entities, supervisors should decide to consider them as corporates and therefore attach to them the applicable risk weights.

ECA risk scores for sovereigns	0-1	2	3	4 to 6	7
Risk weights	20%	50%	100%	100%	150%

9.   When the national supervisor has chosen to apply the preferential treatment for claims on the sovereign as described in paragraph 3, it can also assign a risk weight that is one category less favourable than that assigned to claims on the sovereign, subject to a floor of 20%, to claims on banks of an original maturity of 3 months or less denominated and funded in the domestic currency.

10.   Claims on securities firms may be treated as claims on banks provided such firms are subject to supervisory and regulatory arrangements comparable to those under this Framework (including, in particular, risk-based capital requirements).[202] Otherwise such claims would follow the rules for claims on corporates.

D.   Claims on corporates

11.   The standard risk weight for claims on corporates, including claims on insurance companies, will be 100%.

E.   Claims included in the regulatory retail portfolios

12.   Claims that qualify under the criteria listed in paragraph 13 may be considered as retail claims for regulatory capital purposes and included in a regulatory retail portfolio. Exposures included in such a portfolio may be risk-weighted at 75%, except as provided in paragraph 18 for past due loans.

13.   To be included in the regulatory retail portfolio, claims must meet the following four criteria:

•   Orientation criterion ─ The exposure is to an individual person or persons or to a small business;

•   Product criterion ─ The exposure takes the form of any of the following: revolving credits and lines of credit (including credit cards and overdrafts), personal term loans and leases (e.g. instalment loans, auto loans and leases, student and educational loans, personal finance) and small business facilities and commitments. Securities (such as bonds and equities), whether listed or not, are specifically excluded from this category. Mortgage loans are excluded to the extent that they qualify for treatment as claims secured by residential property (see paragraph 15).

•   Granularity criterion ─ The supervisor must be satisfied that the regulatory retail portfolio is sufficiently diversified to a degree that reduces the risks in the portfolio, warranting the 75% risk weight. One way of achieving this may be to set a numerical

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[202] That is, capital requirements that are comparable to those applied to banks in this Framework. Implicit in the meaning of the word "comparable" is that the securities firm (but not necessarily its parent) is subject to consolidated regulation and supervision with respect to any downstream affiliates.

limit that no aggregate exposure to one counterpart[203] can exceed 0.2% of the overall regulatory retail portfolio.

- Low value of individual exposures. The maximum aggregated retail exposure to one counterpart cannot exceed an absolute threshold of €1 million.

14. National supervisory authorities should evaluate whether the risk weights in paragraph 12 are considered to be too low based on the default experience for these types of exposures in their jurisdictions. Supervisors, therefore, may require banks to increase these risk weights as appropriate.

F. Claims secured by residential property

15. Lending fully secured by mortgages on residential property that is or will be occupied by the borrower, or that is rented, will be risk-weighted at 35%. In applying the 35% weight, the supervisory authorities should satisfy themselves, according to their national arrangements for the provision of housing finance, that this concessionary weight is applied restrictively for residential purposes and in accordance with strict prudential criteria, such as the existence of substantial margin of additional security over the amount of the loan based on strict valuation rules. Supervisors should increase the standard risk weight where they judge the criteria are not met.

16. National supervisory authorities should evaluate whether the risk weights in paragraph 15 are considered to be too low based on the default experience for these types of exposures in their jurisdictions. Supervisors, therefore, may require banks to increase these risk weights as appropriate.

G. Claims secured by commercial real estate

17. Mortgages on commercial real estate will be risk-weighted at 100%.

H. Treatment of past due loans

18. The unsecured portion of any loan (other than a qualifying residential mortgage loan) that is past due for more than 90 days, net of specific provisions (including partial write-offs), will be risk-weighted as follows:[204]

- 150% risk weight when provisions are less than 20% of the outstanding amount of the loan;

- 100% risk weight when specific provisions are no less than 20% of the outstanding amount of the loan; and

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[203] Aggregated exposure means gross amount (i.e. not taking any credit risk mitigation into account) of all forms of debt exposures (e.g. loans or commitments) that individually satisfy the three other criteria. In addition, "on one counterpart" means one or several entities that may be considered as a single beneficiary (e.g. in the case of a small business that is affiliated to another small business, the limit would apply to the bank's aggregated exposure on both businesses).

[204] Subject to national discretion, supervisors may permit banks to treat non-past due loans extended to counterparties subject to a 150% risk weight in the same way as past due loans described in paragraphs 18 to 20.

- 100% risk weight when specific provisions are no less than 50% of the outstanding amount of the loan, but with supervisory discretion to reduce the risk weight to 50%.

19.   For the purpose of defining the secured portion of the past due loan, eligible collateral and guarantees will be the same as for credit risk mitigation purposes (see Section II).[205] Past due retail loans are to be excluded from the overall regulatory retail portfolio when assessing the granularity criterion specified in paragraph 13, for risk-weighting purposes.

20.   In addition to the circumstances described in paragraph 18, where a past due loan is fully secured by those forms of collateral that are not recognised in paragraph 50, a 100% risk weight may apply when specific provisions reach 15% of the outstanding amount of the loan. These forms of collateral are not recognised elsewhere in the simplified standardised approach. Supervisors should set strict operational criteria to ensure the quality of collateral.

21.   In the case of qualifying residential mortgage loans, when such loans are past due for more than 90 days they will be risk-weighted at 100%, net of specific provisions. If such loans are past due but specific provisions are no less than 20% of their outstanding amount, the risk weight applicable to the remainder of the loan can be reduced to 50% at national discretion.

I.   Higher-risk categories

22.   National supervisors may decide to apply a 150% or higher risk weight reflecting the higher risks associated with some other assets, such as venture capital and private equity investments.

J.   Other assets

23.   The treatment of securitisation exposures is presented separately in Section III. The standard risk weight for all other assets will be 100%.[206] Investments in equity or regulatory capital instruments issued by banks or securities firms will be risk-weighted at 100%, unless deducted from the capital base according to Part 1 of the present Framework.

K.   Off-balance sheet items

24.   Off-balance sheet items under the simplified standardised approach will be converted into credit exposure equivalents through the use of credit conversion factors (CCF). Counterparty risk weights for OTC derivative transactions will not be subject to any specific ceiling.

25.   Commitments with an original maturity up to one year and commitments with an original maturity over one year will receive a CCF of 20% and 50%, respectively. However, any commitments that are unconditionally cancellable at any time by the bank without prior

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[205] There will be a transitional period of three years during which a wider range of collateral may be recognised, subject to national discretion.

[206] However, at national discretion, gold bullion held in own vaults or on an allocated basis to the extent backed by bullion liabilities can be treated as cash and therefore risk-weighted at 0%. In addition, cash items in the process of collection can be risk-weighted at 20%.

notice, or that effectively provide for automatic cancellation due to deterioration in a borrower's creditworthiness, will receive a 0% credit conversion factor.[207]

26. A CCF of 100% will be applied to the lending of banks' securities or the posting of securities as collateral by banks, including instances where these arise out of repo-style transactions (i.e. repurchase/reverse repurchase and securities lending/securities borrowing transactions). See Section II for the calculation of risk-weighted assets where the credit converted exposure is secured by eligible collateral.

27. For short-term self-liquidating trade letters of credit arising from the movement of goods (e.g. documentary credits collateralised by the underlying shipment), a 20% credit conversion factor will be applied to both issuing and confirming banks.

28. Where there is an undertaking to provide a commitment on an off-balance sheet items, banks are to apply the lower of the two applicable CCFs.

29. CCFs not specified in paragraphs 24 to 28 remain as defined in the 1988 Accord. The credit equivalent amount of transactions that expose banks to counterparty credit risk must be calculated under the rules specified in Section VII of Annex 4 of this Framework.

30. Banks must closely monitor securities, commodities, and foreign exchange transactions that have failed, starting the first day they fail. A capital charge to failed transactions must be calculated in accordance with Annex 3 of this Framework.

31. With regard to unsettled securities, commodities, and foreign exchange transactions, the Committee is of the opinion that banks are exposed to counterparty credit risk from trade date, irrespective of the booking or the accounting of the transaction. Therefore, banks are encouraged to develop, implement and improve systems for tracking and monitoring the credit risk exposure arising from unsettled transactions as appropriate for producing management information that facilitates action on a timely basis. Furthermore, when such transactions are not processed through a delivery-versus-payment (DvP) or payment-versus-payment (PvP) mechanism, banks must calculate a capital charge as set forth in Annex 3 of this Framework.

II. Credit risk mitigation

A. Overarching issues

1. Introduction

32. Banks use a number of techniques to mitigate the credit risks to which they are exposed. Exposure may be collateralised in whole or in part with cash or securities, or a loan exposure may be guaranteed by a third party.

33. Where these various techniques meet the operational requirements below credit risk mitigation (CRM) may be recognised.

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[207] In certain countries, retail commitments are considered unconditionally cancellable if the terms permit the bank to cancel them to the full extent allowable under consumer protection and related legislation.

2. General remarks

34. The framework set out in this section is applicable to the banking book exposures under the simplified standardised approach.

35. No transaction in which CRM techniques are used should receive a higher capital requirement than an otherwise identical transaction where such techniques are not used.

36. The effects of CRM will not be double counted. Therefore, no additional supervisory recognition of CRM for regulatory capital purposes will be granted on claims for which an issue-specific rating is used that already reflects that CRM. Principal-only ratings will also not be allowed within the framework of CRM.

37. Although banks use CRM techniques to reduce their credit risk, these techniques give rise to risks (residual risks) which may render the overall risk reduction less effective. Where these risks are not adequately controlled, supervisors may impose additional capital charges or take other supervisory actions as detailed in Pillar 2.

38. While the use of CRM techniques reduces or transfers credit risk, it simultaneously may increase other risks to the bank, such as legal, operational, liquidity and market risks. Therefore, it is imperative that banks employ robust procedures and processes to control these risks, including strategy; consideration of the underlying credit; valuation; policies and procedures; systems; control of roll-off risks; and management of concentration risk arising from the bank's use of CRM techniques and its interaction with the bank's overall credit risk profile.

39. The Pillar 3 requirements must also be observed for banks to obtain capital relief in respect of any CRM techniques.

3. Legal certainty

40. In order for banks to obtain capital relief, all documentation used in collateralised transactions and for documenting guarantees must be binding on all parties and legally enforceable in all relevant jurisdictions. Banks must have conducted sufficient legal review to verify this and have a well founded legal basis to reach this conclusion, and undertake such further review as necessary to ensure continuing enforceability.

4. Proportional cover

41. Where the amount collateralised or guaranteed (or against which credit protection is held) is less than the amount of the exposure, and the secured and unsecured portions are of equal seniority, i.e. the bank and the guarantor share losses on a pro-rata basis, capital relief will be afforded on a proportional basis, i.e. the protected portion of the exposure will receive the treatment applicable to the collateral or counterparty, with the remainder treated as unsecured.

B. Collateralised transactions

42. A collateralised transaction is one in which:

- banks have a credit exposure or potential credit exposure; and

- that credit exposure or potential credit exposure is hedged in whole or in part by collateral posted by the counterparty[208] or by a third party on behalf of the counterparty.

43.   Under the simplified standardised approach, only the simple approach from the standardised approach will apply, which, similar to the 1988 Accord, substitutes the risk weighting of the collateral for the risk weighting of the counterparty for the collateralised portion of the exposure (generally subject to a 20% floor). Partial collateralisation is recognised. Mismatches in the maturity or currency of the underlying exposure and the collateral will not be allowed.

1.   Minimum conditions

44.   In addition to the general requirements for legal certainty set out in paragraph 40, the following operational requirements must be met.

45.   The collateral must be pledged for at least the life of the exposure and it must be marked to market and revalued with a minimum frequency of six months.

46.   In order for collateral to provide protection, the credit quality of the counterparty and the value of the collateral must not have a material positive correlation. For example, securities issued by the counterparty ─ or by any related group entity ─ would provide little protection and so would be ineligible.

47.   The bank must have clear and robust procedures for the timely liquidation of collateral.

48.   Where the collateral is held by a custodian, banks must take reasonable steps to ensure that the custodian segregates the collateral from its own assets.

49.   Where a bank, acting as agent, arranges a repo-style transaction (i.e. repurchase/reverse repurchase and securities lending/borrowing transactions) between a customer and a third party and provides a guarantee to the customer that the third party will perform on its obligations, then the risk to the bank is the same as if the bank had entered into the transaction as principal. In such circumstances, banks will be required to calculate capital requirements as if they were themselves the principal.

2.   Eligible collateral

50.   The following collateral instruments are eligible for recognition:

- Cash (as well as certificates of deposit or comparable instruments issued by the lending bank) on deposit with the bank which is incurring the counterparty exposure,[209, 210]

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[208] In this section "counterparty" is used to denote a party to whom a bank has an on- or off-balance sheet credit exposure or a potential credit exposure. That exposure may, for example, take the form of a loan of cash or securities (where the counterparty would traditionally be called the borrower), of securities posted as collateral, of a commitment or of exposure under an OTC derivative contract.

- Gold,

- Debt securities issued by sovereigns rated category 4 or above,[211] and

- Debt securities issued by PSE that are treated as sovereigns by the national supervisor and that are rated category 4 or above.[211]

3. *Risk weights*

51.   Those portions of claims collateralised by the market value of recognised collateral receive the risk weight applicable to the collateral instrument. The risk weight on the collateralised portion will be subject to a floor of 20%. The remainder of the claim should be assigned to the risk weight appropriate to the counterparty. A capital requirement will be applied to banks on either side of the collateralised transaction: for example, both repos and reverse repos will be subject to capital requirements.

52.   The 20% floor for the risk weight on a collateralised transaction will not be applied and a 0% risk weight can be provided where the exposure and the collateral are denominated in the same currency, and either:

- the collateral is cash on deposit; or

- the collateral is in the form of sovereign/PSE securities eligible for a 0% risk weight, and its market value has been discounted by 20%.

C. Guaranteed transactions

53.   Where guarantees meet and supervisors are satisfied that banks fulfil the minimum operational conditions set out below, they may allow banks to take account of such credit protection in calculating capital requirements.

1. *Minimum conditions*

54.   A guarantee (counter-guarantee) must represent a direct claim on the protection provider and must be explicitly referenced to specific exposures or a pool of exposures, so that the extent of the cover is clearly defined and incontrovertible. Other than non-payment by a protection purchaser of money due in respect of the credit protection contract it must be irrevocable; there must be no clause in the contract that would increase the effective cost of cover as a result of deteriorating credit quality in the hedged exposure. It must also be unconditional; there should be no clause in the protection contract outside the control of the bank that could prevent the protection provider from being obliged to pay out in a timely manner in the event that the original counterparty fails to make the payment(s) due.

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[209] Cash funded credit linked notes issued by the bank against exposures in the banking book which fulfil the criteria for credit derivatives will be treated as cash collateralised transactions.

[210] When cash on deposit, certificates of deposit or comparable instruments issued by the lending bank are held as collateral at a third-party bank in a non-custodial arrangement, if they are openly pledged/assigned to the lending bank and if the pledge/assignment is unconditional and irrevocable, the exposure amount covered by the collateral (after any necessary haircuts for currency risk) will receive the risk weight of the third-party bank.

[211] The rating category refers to the ECA country risk score as described in paragraph 2.

55.   In addition to the legal certainty requirements in paragraph 40 above, the following conditions must be satisfied:

(a)   On the qualifying default or non-payment of the counterparty, the bank may in a timely manner pursue the guarantor for any monies outstanding under the documentation governing the transaction. The guarantor may make one lump sum payment of all monies under such documentation to the bank, or the guarantor may assume the future payment obligations of the counterparty covered by the guarantee. The bank must have the right to receive any such payments from the guarantor without first having to take legal actions in order to pursue the counterparty for payment.

(b)   The guarantee is an explicitly documented obligation assumed by the guarantor.

(c)   Except as noted in the following sentence, the guarantee covers all types of payments the underlying obligor is expected to make under the documentation governing the transaction, for example notional amount, margin payments, etc. Where a guarantee covers payment of principal only, interests and other uncovered payments should be treated as an unsecured amount

2.   *Eligible guarantors (counter-guarantors)*

56.   Credit protection given by the following entities will be recognised: sovereign entities,[212] PSEs and other entities with a risk weight of 20% or better and a lower risk weight than the counterparty.

3.   *Risk weights*

57.   The protected portion is assigned the risk weight of the protection provider. The uncovered portion of the exposure is assigned the risk weight of the underlying counterparty.

58.   As specified in paragraph 3, a lower risk weight may be applied at national discretion to a bank's exposure to the sovereign (or central bank) where the bank is incorporated and where the exposure is denominated in domestic currency and funded in that currency. National authorities may extend this treatment to portions of claims guaranteed by the sovereign (or central bank), where the guarantee is denominated in the domestic currency and the exposure is funded in that currency.

59.   Materiality thresholds on payments below which no payment will be made in the event of loss are equivalent to retained first loss positions and must be deducted in full from the capital of the bank purchasing the credit protection.

D.   Other items related to the treatment of CRM techniques

Treatment of pools of CRM techniques

60.   In the case where a bank has multiple CRM covering a single exposure (e.g. a bank has both collateral and guarantee partially covering an exposure), the bank will be required

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[212] This includes the Bank for International Settlements, the International Monetary Fund, the European Central Bank and the European Community.

to subdivide the exposure into portions covered by each type of CRM tool (e.g. portion covered by collateral, portion covered by guarantee) and the risk-weighted assets of each portion must be calculated separately. When credit protection provided by a single protection provider has differing maturities, they must be subdivided into separate protection as well.

III.   Credit risk — Securitisation framework

A.   Scope of transactions covered under the securitisation framework

61.   A traditional securitisation is a structure where the cash flow from an underlying pool of exposures is used to service at least two different stratified risk positions or tranches reflecting different degrees of credit risk. Payments to the investors depend upon the performance of the specified underlying exposures, as opposed to being derived from an obligation of the entity originating those exposures. The stratified/tranched structures that characterise securitisations differ from ordinary senior/subordinated debt instruments in that junior securitisation tranches can absorb losses without interrupting contractual payments to more senior tranches, whereas subordination in a senior/subordinated debt structure is a matter of priority of rights to the proceeds of a liquidation.

62.   Banks' exposures to securitisation are referred to as "securitisation exposures".

B.   Permissible role of banks

63.   A bank operating under the simplified standardised approach can only assume the role of an investing bank in a traditional securitisation. An investing bank is an institution, other than the originator or the servicer that assumes the economic risk of a securitisation exposure.

64.   A bank is considered to be an originator if it originates directly or indirectly credit exposures included in the securitisation. A servicer bank is one that manages the underlying credit exposures of a securitisation on a day-to-day basis in terms of collection of principal and interest, which is then forwarded to investors in securitisation exposures. A bank under the simplified standardised approach should not offer credit enhancement, liquidity facilities or other financial support to a securitisation.

C.   Treatment of Securitisation Exposures

65.   Banks using the simplified standardised approach to credit risk for the type of underlying exposure(s) securitised are permitted to use a simplified version of the standardised approach under the securitisation framework.

66.   The standard risk weight for securitisation exposures for an investing bank will be 100%. For first loss positions acquired, deduction from capital will be required. The deduction will be taken 50% from Tier 1 and 50% from Tier 2 capital.

IV. Operational risk

67.   The simplified standardised approach for operational risk is the Basic Indicator Approach under which banks must hold capital equal to a fixed percentage (15%) of average annual gross income, where positive, over the previous three years.

68.   Gross income is defined as net interest income plus net non-interest income.[213] It is intended that this measure should: (i) be gross of any provisions (e.g. for unpaid interest); (ii) be gross of operating expenses, including fees paid to outsourcing service providers;[214] (iii) exclude realised profits/losses from the sale of securities in the banking book;[215] and (iv) exclude extraordinary or irregular items as well as income derived from insurance.

69.   Banks using this approach are encouraged to comply with the Committee's guidance on *Sound Practices for the Management and Supervision of Operational Risk* (February 2003).

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[213] As defined by national supervisors and/or national accounting standards.

[214] In contrast to fees paid for services that are outsourced, fees received by banks that provide outsourcing services shall be included in the definition of gross income.

[215] Realised profit/losses from securities classified as "held to maturity" and "available for sale", which typically constitute items of the banking book (e.g. under certain accounting standards), are also excluded from the definition of gross income.