



EUROPEAN CENTRAL BANK

EUROSYSTEM

# MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF INFORMATION AMONG NATIONAL CENTRAL CREDIT REGISTERS FOR THE PURPOSE OF PASSING IT ON TO REPORTING INSTITUTIONS

## CONTENTS

Introduction	2	<b>ANNEXES</b>	
1 Definitions	3	1 Main features of the CCRs operated by the Parties	8
2 Purpose of this Memorandum of Understanding	3	2 Legal obstacles prohibiting the exchange of information under the MoU	14
3 Principles and conditions for sending and receiving information	4	3 General access conditions for borrowers	15
4 Principles and conditions for the storage of information	4	4 Conditions applied by CCRs for the acceptance of ad hoc requests	18
5 Passing information on to reporting institutions	5		
6 Data protection, confidentiality and professional secrecy	5		
7 Nature of the Memorandum of Understanding	6		
8 Contact list	6		
9 Review of the Memorandum of Understanding	6		
10 Additional parties	6		
11 Publication	6		
12 Parties with legal obstacles	6		
13 Technical transition phase	6		
14 Entry into effect	7		

## INTRODUCTION

The agreement of the Parties to this Memorandum of Understanding (MoU) is based on the following considerations:

- National central credit registers (CCRs) operated by central banks exist in 14 EU countries (Austria, Belgium, Bulgaria, Czech Republic, France, Germany, Italy, Latvia, Lithuania, Portugal, Romania, Slovenia, Slovakia and Spain). The CCRs enable reporting institutions to assess credit risk more accurately by granting them access to information on the indebtedness of borrowers.
- Recurrent turbulence in the banking and financial sector has underlined the importance of CCRs in helping credit institutions to monitor and manage credit risk efficiently.
- CCRs provide useful additional information to supervisory authorities on credit concentration. The information contained in CCRs also supports the analytical process, allowing an early detection of potentially fragile institutions subject to supervision.
- The growing internationalisation of lending to companies stimulated by the free flow of financial services within the European Union, and in particular the use of the single currency, calls for an exchange of information among national CCRs in order to maintain the value of information contained therein.
- The reporting institutions of each CCR, the central banks and the national supervisory authorities should be able to obtain an as complete as possible overview of indebtedness of resident borrowers towards national as well as other EU credit institutions. A regular exchange of data among national CCRs would be an important step in this direction by enriching the data registered in each CCR on resident borrowers.
- The reporting institutions of each CCR, the central banks and the national supervisory authorities should also be able to gain a more complete insight into the indebtedness of non-resident borrowers towards other EU credit institutions to allow a better evaluation of credit risk in cross-border lending. A regular exchange of information stored in the home CCR of a borrower would help to enrich the data registered in each CCR on non-resident borrowers.
- Moreover, the reporting institutions of each CCR, the central banks and the national supervisory authorities should also be able to obtain current and timely information on non-resident borrowers. Hence, the reporting institutions of each CCR shall be allowed to make ad hoc requests regarding individual borrowers to foreign CCRs through their national CCR.
- The Parties deem this MoU to be an appropriate instrument to govern the exchange of information without prejudice to their respective institutional responsibilities.
- Other publicly operated CCRs are invited to become party to this MoU. In particular, CCRs which are already operating or which might be established in the future in the European Union or the accession countries can take advantage of the benefits provided by this MoU, subject to compliance with its rules and obligations.
- The Parties shall sign this MoU. It will not commit Parties facing national legal obstacles to the exchange of information under this MoU. Such Parties shall agree to strive to remove the legal obstacles prohibiting the exchange of such information. Annex 2 of this MoU lists the legal obstacles in each of the relevant countries where the CCRs covered by this Memorandum operate.

The Parties to this Memorandum of Understanding agree upon the following:

## I DEFINITIONS

1.1 For the purpose of this MoU, the terms listed below shall have the following definitions:

**National central credit registers** (CCRs) shall mean registers operated by central banks collecting information from reporting institutions about the indebtedness of borrowers. Such registers are regulated by laws, or other national regulations, and have at present been established within the European Union in Austria, Belgium, Bulgaria, Czech Republic, France, Germany, Italy, Latvia, Lithuania, Portugal, Romania, Slovenia, Slovakia and Spain.

**Parties** shall mean those parties that have signed this MoU. Those Parties are the national central banks in Austria, Belgium, Czech Republic, France, Germany, Italy, Portugal, Romania and Spain.

**Reporting institutions** shall mean those institutions that, according to national rules, transmit information on the indebtedness of a borrower to the national CCR. The types of reporting institutions of each CCR are listed in Annex 1 and include for instance credit institutions, as defined in the relevant EU Directive.

**Ad hoc request** shall mean a request for information on a particular borrower that is submitted by a reporting institution.

**Total amount** shall mean the aggregate indebtedness of a borrower. A distinction is made between the total amount of cash credits and the total amount of commitment credits.

**Cash credits** shall mean credits where amounts have been transferred to or drawn by borrowers or other beneficiaries of the credits.

**Commitment credits** shall mean credits where amounts have been committed to borrowers or other beneficiaries, but where borrowers/other beneficiaries have not yet received cash amounts from the reporting institution.

**Resident** shall mean a legal entity or physical person with its/his/her registered address in the jurisdiction where the CCR is also registered. A company commercially registered for instance in Hamburg, Germany, shall therefore be a resident company to the German CCR.

**Non-resident** shall mean a legal entity or physical person with its/his/her registered address in a jurisdiction that is different from that where the CCR is registered. A company commercially registered for instance in Paris, France, shall therefore be a non-resident company to the German CCR.

The remaining terms used in this MoU are further explained or defined in Annex 1, which lists the main features of the CCRs operated by the Parties. A breakdown of indebtedness into cash credits and commitment credits shall be drawn up by each Party and made available to the reporting institutions.

## 2 PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The purpose of this MoU is to provide a framework that will allow reporting institutions to obtain a more complete overview of the indebtedness of a borrower by allowing information available in national CCRs to be supplemented with information from other CCRs operating in the European Union. In this connection, this MoU provides a framework for the regular exchange of information among national CCRs as well as for the handling of ad hoc requests from reporting institutions. Parties shall commit themselves to exchange information in accordance with the general terms and conditions set out in this MoU and the procedures described in the Implementation

Guide on the technical issues relating to the practical working of the MoU.

### **3 PRINCIPLES AND CONDITIONS FOR SENDING AND RECEIVING INFORMATION**

3.1 The Parties agree to provide each other with information stored on a given borrower if the borrower's indebtedness reaches at least €25,000. The specifications for the data stored in a CCR are described in Annex 1.

3.2 Information stored by a given CCR on the indebtedness of a borrower shall be transmitted to a foreign CCR without adjustment of indebtedness, for instance, for types of credit that are not included in the reporting to the recipient CCR. The transmission of information shall be pursuant to national laws and regulations, regardless of whether the borrower is a resident or a non-resident to the foreign CCR.

3.3 Information on borrowers that are residents to a receiving CCR shall be transmitted on a regular basis. In return, the receiving CCR will transmit information on these borrowers stored in its database to the data-providing CCR. In addition to this regular exchange of data, information on all borrowers, irrespective of whether they are residents or non-residents to the receiving CCR, shall be provided in response to ad hoc requests from reporting institutions. Such ad hoc requests shall be transmitted through the CCR of the country in which the reporting institution resides. The CCR is responsible for checking compliance of the request with its national rules and regulations before transmitting it to a foreign CCR.

3.4 Each CCR shall transmit information referred to in point 3.2 or 3.3 above to the recipient CCR in accordance with the specifications and forms described in the Implementation Guide. The total amount of indebtedness shall be split into cash credits and commitment credits, but the data transmission shall not specify the exposures related to the various underlying credit types.

3.5 A CCR which has received data in a regular exchange of information or in connection with a response to an ad hoc request shall provide the information to the requesting institution in such a form that it allows the recipient to distinguish total amounts stemming from each individual CCR.

### **4 PRINCIPLES AND CONDITIONS FOR THE STORAGE OF INFORMATION**

4.1 The Parties shall endeavour to ensure that data transmitted and received within the scope of this MoU are accurate and shall co-operate fully to clarify any doubts that may arise in this context before storing the data. When storing data, each Party is responsible for ensuring adherence to national data protection laws as well as any such laws or regulations applicable on a European or international level.

4.2 The legal framework of a country may require that credits granted by foreign branches and/or foreign subsidiaries of national reporting institutions be reported to the national CCR. Those branches and/or subsidiaries may be established in a country where the local CCR also registers the credit granted, which may give rise to the risk of overlaps in the information exchanged under this MoU. Parties shall endeavour to avoid such overlaps.

4.3 Information received from a Party to this MoU must be marked in such a way as to make it clear to reporting institutions which foreign CCR has delivered the information. Only in this way can the reporting institution clearly identify amounts and assess the information correctly. In the latter context, the Parties shall provide a document to reporting institutions that clearly explains the amounts stored on individual borrowers by any CCR. This document shall be based on the information contained in Annex 1.

4.4 Parties shall ensure that a borrower is identified without ambiguity and agree to follow

the borrower identification procedure explained in the Implementation Guide.

4.5 Parties shall ensure access of borrowers to information stored in their name. Parties shall furthermore permit borrowers to request that information be rectified, should the borrower discover or have the impression that erroneous data have been stored in a CCR. A rectification can, however, only be carried out by the reporting institution that has transmitted the information to the CCR. Parties shall co-operate closely in providing all necessary details of the data rectification procedure to the borrower and in the possible communication to the borrower of the corrected data.

4.6 Each CCR shall communicate to the relevant foreign CCR all corrections made to data already delivered to that foreign CCR.

4.7 Parties shall furthermore ensure access of the central banks and/or supervisory authorities of the countries in which the CCRs operate to the information stored in the CCRs.

## 5 PASSING INFORMATION ON TO REPORTING INSTITUTIONS

5.1 Each CCR shall provide the data received from a Party to its reporting institutions in accordance with the national legal framework and general access conditions of the CCR.

5.2 An ad hoc request for information by a reporting institution to a foreign CCR must always pass through the national CCR for verification of compliance with requirements. In accordance with this MoU, ad hoc requests shall be accepted by the national CCR if the requesting institution already has an established credit relationship with the borrower or intends to establish a credit relationship. In the case of ad hoc requests, the requesting institution has to comply with the access conditions of the data-delivering CCR as stipulated in Annex 4. The national CCR shall act as a “clearing

house” for both requests and replies, passing on information on the borrower registered in the foreign CCR.

5.3 The content of replies to requests under point 5.2 shall be limited to total amounts (as described in point 3.4).

5.4 A reply to a request for information should be received by the forwarding Party within three working days.

5.5 Information shall be exchanged among Parties without any Party charging fees or commissions. This provision shall not affect any national practice that a CCR may have in respect of fees or commissions charged for services rendered to its reporting institutions or other entities that are not party to this MoU.

## 6 DATA PROTECTION, CONFIDENTIALITY AND PROFESSIONAL SECRECY

In all the countries where Parties reside, there are rules and regulations covering data protection, confidentiality and professional secrecy.

6.1 Information received under this MoU shall be stored with due attention to confidentiality and professional secrecy. Information shall only be released to other Parties and then only in accordance with the principles laid down herein.

6.2 Parties may use information received under this MoU for supervisory purposes and for internal statistical and research purposes. In the case of statistical and research purposes, data must be used in an aggregate or anonymous form. Confidentiality and professional secrecy provisions applicable to the supervisory authority in the Party’s country shall govern such use of the information.

6.3 Parties shall ensure that all persons dealing with, or having access to, the information referred to above are bound by professional secrecy.

6.4 Parties are obliged to inform the reporting institutions that the data exchanged under this MoU may not be used for marketing purposes.

## **7 NATURE OF THE MEMORANDUM OF UNDERSTANDING**

7.1 The provisions of this MoU are not legally binding on the Parties and therefore no legal claim by any Party or third party may arise in the course of its practical implementation.

7.2 The Parties shall determine the interpretation and implementation of this MoU. The European Central Bank may be consulted, should doubts or uncertainties arise with respect to this MoU.

## **8 CONTACT LIST**

The Parties shall keep and exchange an updated list of contact persons in order to ensure a full understanding of the exchanged information and a proper flow of data under this MoU.

## **9 REVIEW OF THE MEMORANDUM OF UNDERSTANDING**

9.1 The Parties shall, in the light of the experience gained, review this MoU and consider necessary amendments after a minimum of two years from its entry into effect.

9.2 The annexes to this MoU shall at all times be kept updated to accurately reflect the current state of a national CCR or existing agreements among the Parties. A change to an annex may occur without requiring the renewed signature of the MoU. The European Central Bank shall store the signed MoU together with the annexes.

9.3 The Implementation Guide shall at all times be kept updated to accurately reflect the current situation with regard to the technical issues relating to the practical working of the MoU. The Implementation Guide may be updated

without requiring the renewed signature of the MoU. The European Central Bank shall store the Implementation Guide together with the MoU and its annexes.

## **10 ADDITIONAL PARTIES**

The Parties may unanimously agree that further central credit registers can become party to this MoU.

## **11 PUBLICATION**

The Parties agree, for the sake of the transparency of information contained in Parties' national CCRs, that this MoU and its annexes shall be published after its signature.

## **12 PARTIES WITH LEGAL OBSTACLES**

12.1 Parties facing legal obstacles shall not exchange information under the terms of this MoU as long as such legal obstacles persist. In the meantime, these Parties shall have the possibility to participate in the exchange of information on condition that the exchanged information is not passed on to the reporting institutions. These Parties would therefore be in a position to exchange data under this MoU soon after the legal obstacles have been removed.

12.2 No information received under this MoU may be passed on to reporting institutions if legal obstacles exist in the country of either the transmitting or the receiving CCR.

## **13 TECHNICAL TRANSITION PHASE**

13.1 Parties agree that there shall be a technical transition phase of up to 24 months from the signature of this MoU. Parties may use this phase to further test the practical implementation of the MoU. They may also use the phase to develop the technical infrastructure

that they deem necessary to exchange the data. On a bilateral basis, Parties may agree to start exchanging information under the MoU before the expiry of the transition phase. During this phase, Parties are however not obliged to transmit exchanged data to the reporting institutions.

For and on behalf of the Oesterreichische Nationalbank

.....

For and on behalf of the Banco de Portugal

.....

13.2 For Parties facing legal obstacles, the transition phase will start on the date that these obstacles are removed.

For and on behalf of Banca Națională a României

#### 14 ENTRY INTO EFFECT

This MoU shall enter into effect upon signature.

.....

#### SIGNATORIES

For and on behalf of the Nationale Bank van België N.V./Banque Nationale de Belgique S.A.

.....

For and on behalf of Česká národní banka

.....

For and on behalf of the Deutsche Bundesbank

.....

For and on behalf of the Banco de España

.....

For and on behalf of the Banque de France

.....

For and on behalf of the Banca d'Italia

.....

## ANNEX I – MAIN FEATURES OF THE CCRs OPERATED BY THE PARTIES

The following definitions apply to the table comparing the main features of the central credit registers (CCRs) operated by the Parties to the Memorandum of Understanding (MoU):

**Credit institution** (item 1.1 in the table) shall mean an undertaking whose business is to receive deposits or other repayable funds from the public and to grant credits for its own account (cf. Directive 2006/48/EC).

**Factoring company** (item 1.2) shall mean a financial institution whose principal activity is granting loans in the form of factoring with or without recourse (point 2 of Annex 1 to Directive 2006/48/EC).

**Leasing company** (item 1.3) shall mean a financial institution whose principal activity is granting loans in the form of financial leasing (point 3 of Annex 1 to Directive 2006/48/EC).

**Credit card company** (item 1.4) shall mean a financial institution whose principal activity is issuing credit cards (point 5 of Annex 1 to Directive 2006/48/EC).

**Other financial company/institution** (item 1.5) shall mean a financial institution whose principal activity is listed in points 2 to 12 of Annex 1 to Directive 2006/48/EC and is not classified in items 1.2 to 1.4.

**Insurance company** (item 1.6) shall mean an undertaking which has received official authorisation in accordance with Article 6 of Directive 73/239/EEC or Article 6 of Directive 79/267/EEC.

**Investment firm** (item 1.7) shall mean any legal person, the regular occupation or business of which is the provision of investment services for third parties on a professional basis (as defined in Directive 2004/39/EEC).

**Government agency** (item 1.8) shall mean any agency of the national government or local authority that grants loans or issues guarantees, e.g. the national export credit agency which issues guarantees to exporting companies covering the risk of not being paid for delivered export goods.

**Individuals** (items 2.1 and 2.2) shall mean private individuals. “Households” is another term for “individuals”, which is often used in connection with statistics.

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
<b>1</b>	<b>Reporting institutions</b>									
1.0	National central bank	No	No	No	No	Yes	Yes	No	Yes	No
1.1	Credit institutions	Yes	Yes	Yes <sup>1)</sup>	Yes	Yes	Yes	Yes	Yes	Yes
1.2	Factoring companies	Yes <sup>2)</sup>	No	No	Yes	Yes <sup>3)</sup>	Yes	Yes <sup>4)</sup>	Yes	Yes <sup>5)</sup>
1.3	Leasing companies	Yes	No	No	Yes <sup>6)</sup>	Yes <sup>3)</sup>	Yes	Yes <sup>4)</sup>	Yes	Yes <sup>5)</sup>
1.4	Credit card companies	Yes	No	No	Yes <sup>6)</sup>	Yes <sup>3)</sup>	No	No	Yes	No
1.5	Other financial companies/institutions	Yes	No	No	Yes <sup>7)</sup>	Yes <sup>3)</sup>	Yes <sup>8)</sup>	Yes <sup>4)</sup>	Yes	Yes <sup>9)</sup>
1.6	Insurance companies	Yes	Yes <sup>10)</sup>	No	Yes	No	No	No	No	No
1.7	Investment firms	No	No	No	No	No	Yes <sup>11)</sup>	No	Yes	No
1.8	Government agencies	Yes <sup>12)</sup>	No	No	No	Yes <sup>13)</sup>	No	No	Yes	No
1.9	Deposit guarantee funds	No	No	No	No	Yes	No	No	No	Yes <sup>5)</sup>
1.10	Other reporting institutions	No	No	No	Yes <sup>14)</sup>	Yes <sup>15)</sup>	Yes <sup>16)</sup>	Yes <sup>17)</sup>	No	No
1.11	Foreign branches of above-listed resident institutions/companies	Yes <sup>18)</sup>	Yes <sup>19)</sup>	Yes <sup>20)</sup>	Yes <sup>21)</sup>	Yes <sup>22)</sup>	No	Yes <sup>23)</sup>	Yes <sup>24)</sup>	No
1.12	Foreign subsidiaries of above-listed resident institutions/companies	No	No	No	Yes <sup>25)</sup>	No	No	No	No	No

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
1.13	Resident branches of above-listed foreign institutions/companies	Yes	Yes <sup>26)</sup>	Yes <sup>20)</sup>	Yes	Yes <sup>20)</sup>	Yes	Yes	Yes	Yes
1.14	Resident subsidiaries of above-listed foreign institutions/companies	Yes	Yes <sup>27)</sup>	Yes <sup>28)</sup>	Yes	Yes <sup>28)</sup>	Yes	Yes	Yes <sup>18)</sup>	Yes
1.15	Non-resident EU intermediaries without a branch among the reporting entities in the CCR's country	No	No	No	No	No	No	No	No	No

- 1) Except credit unions.
- 2) If certain claims trigger the reporting status.
- 3) Entities set up as specialised financial institutions ("Establecimientos Financieros de Credito") are considered as credit institutions.
- 4) They report to the Italian CCR only if both of the following conditions are met: they belong to a banking group and/or are entered in the special register of the individually supervised financial institutions kept by the Banca d'Italia; their lending activity (excluding consumer credit) represents more than 50% of their total assets. Other financial companies: guarantee-issuing companies and lending companies.
- 5) Only if non-bank financial institutions entered in the special register of Banca Națională a României.
- 6) If controlled by a credit institution (according to Article 133 or 134 of Directive 2006/48/EC).
- 7) Own-account traders.
- 8) Caisse des Dépôts et Consignations and Agence Française de Développement.
- 9) Other non-bank financial institutions entered in the special register of Banca Națională a României.
- 10) Only insurance companies that are licensed for "guarantee or credit insurance operations".
- 11) If authorised by the Banque de France.
- 12) The Austrian Export Credit Agency.
- 13) Sociedad Anónima Estatal de Caución Agraria (SAECA).
- 14) The social security fund, the Federal Labour Office and the Reconstruction Loan Corporation.
- 15) Mutual guarantee companies.
- 16) Caisse Nationale des Autoroutes.
- 17) Special-purpose vehicles.
- 18) Reported credit data of foreign branches are shown separately.
- 19) Only foreign branches of credit institutions under 1.1. Reported credit data of foreign branches are shown separately.
- 20) Only branches of credit institutions under 1.1.
- 21) Reported credit data of foreign branches resident in AT, BE, ES, FR, IT and PT are shown separately.
- 22) Reporting institutions can distinguish between the data from its foreign branches and the data from its national branches (including the headquarters).
- 23) Only credits granted to borrowers resident in Italy. Credits granted by foreign branches are broken down by foreign currency and are reported by the headquarters.
- 24) Only for credits granted to borrowers resident in Portugal.
- 25) If controlled by a credit institution (according to Article 133 or 134 of Directive 2006/48/EC).
- 26) Only branches of credit institutions under 1.1 and of insurance companies under 1.6.
- 27) Only subsidiaries of credit institutions under 1.1 and of insurance companies under 1.6.
- 28) If the subsidiaries are credit institutions included in 1.1.

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
<b>2</b>	<b>Borrowers/counterparts covered</b>									
2.1	Resident individuals	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes
2.2	Foreign individuals	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes
2.3	Sole traders	Yes	Yes	Yes	Yes	Yes	Yes <sup>1)</sup>	Yes	Yes	Yes
2.4	Resident institutions (as listed in section 1 of this table)	Yes	Yes <sup>2)</sup>	Yes <sup>3)</sup>	Yes	Yes <sup>4)</sup>	No	Yes	Yes <sup>5)</sup>	Yes <sup>6)</sup>
2.5	Foreign institutions (as listed in section 1 of this table)	Yes	Yes <sup>2)</sup>	Yes <sup>3)</sup>	Yes	Yes	No	Yes	Yes	Yes <sup>6)</sup>
2.6	Resident non-financial companies	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.7	Foreign non-financial companies	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.8	Resident general government or other public entities	Yes	Yes <sup>7)</sup>	Yes	No	Yes <sup>8)</sup>	Yes	Yes	Yes	Yes
2.9	Foreign general government or other public entities	Yes	Yes	Yes	Yes	Yes <sup>8)</sup>	Yes	Yes	Yes	Yes
3.0	International organisations	Yes	Yes <sup>9)</sup>	Yes	Yes <sup>9)</sup>	Yes	Yes	Yes	Yes	Yes

- 1) Both resident and non-resident.
- 2) Except "credit institutions" under 1.1.
- 3) Except credit institutions under 1.1 and the central bank.
- 4) Yes, but for the resident credit institutions (banks, savings banks and cooperative banks), the only exposures reported are loans with a maturity of one month or longer.
- 5) Except monetary financial institutions.
- 6) Except credit institutions under 1.1.
- 7) Except "central government" (debt of the Belgian State managed by the federal Treasury).
- 8) Yes, but the fixed income securities issued by central governments are not reported.
- 9) Except the European Investment Bank, the European Communities, the European Bank for Reconstruction and Development, the International Monetary Fund and multilateral development banks.

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
<b>3</b>	<b>Loan/exposure reported</b>									
3.01	Reporting perspective: aggregated loans with same characteristics on a borrower-by-borrower basis	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No
3.02	Reporting perspective: loan by loan	No	No	Yes	No	No	No	No	No	Yes <sup>1)</sup>
3.03	Are loans/exposures aggregated for borrowers/counterparts belonging to one group according to the principle in the Large Exposure Directive?	Yes	No	No	Yes	No	No	No <sup>2)</sup>	No	No <sup>3)</sup>
3.1	Credits drawn	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.2	Credits granted (credit lines made available to clients representing a potential exposure)	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
3.3	Guarantees (or other types of commitment)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.4	Negative market values (replacement costs) on derivatives	Yes	No	No	Yes	No	No	Yes <sup>4)</sup>	No	No
3.5	Fixed income securities held by reporting institutions	Yes	No	No	Yes <sup>5)</sup>	Yes <sup>6)</sup>	No	No	No	No
3.6	Shares and other participating interests held by reporting institutions	Yes	No	No	No	No	No	No	No	No
3.7	Credits under leasing contracts	Yes	Yes <sup>7)</sup>	Yes <sup>7)</sup>	Yes	Yes	Yes	Yes	Yes <sup>7)</sup>	Yes
3.8	Is the purpose of the loan/exposure reported (overdraft, mortgage, car purchase loan, etc.)?	No	No	Yes	No	No	No	No	Yes <sup>8)</sup>	No
3.9	Is the maturity of the loan/exposure reported?	No	No <sup>9)</sup>	Yes	No	Yes <sup>10)</sup>	Yes <sup>11)</sup>	Yes <sup>12)</sup>	Yes	Yes
3.10	Is price information (e.g. the interest rate payable) reported?	No	No	No	No	No	No	No	No <sup>13)</sup>	No
3.11	Information relating to the currency of the loan/exposure									
3.11.1	Does the CCR hold any information about whether a loan was granted in foreign currency?	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes
3.11.2	If so, do reporting institutions specify the currency to the CCR?	No	Yes	Yes	No	Yes	No	No	Yes	Yes

1) For each borrower the reporting is loan by loan.

2) The borrowers' indebtedness as a group (in both legal and economic terms) is not reported. The exposure of the banking group to a given borrower is not reported. Nevertheless, in its monthly feedback and responses to ad hoc requests the Italian CCR gives each reporting institution, as a detail, the overall indebtedness of a given borrower towards the banking group to which the reporting institution belongs.

3) The composition of the group of debtors for a reporting entity (in legal and economic terms, etc.) is reported; the CCR calculates the total indebtedness of the group of debtors.

4) Intrinsic value.

5) Except fixed income securities issued by resident general government or other public entities.

6) Except fixed income securities issued by central governments.

7) Only if granted by credit institutions.

8) In the case of loans to private individuals.

9) Except for fixed-term credits where a distinction is made between  $\leq 1$  year and  $> 1$  year (original maturity).

10) The maturity is reported as an average maturity, calculated according to the original maturity with the relevant weighting in the case of partial repayment.

11) Short term:  $\leq 1$  year; medium and long term:  $> 1$  year (original maturity).

12) Original and residual maturity.

13) For individuals, in the case of consumer credit or for house purchases, it is mandatory to report the monthly (or converted to a monthly basis) repayments of those loans.

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
<b>4</b>	<b>Other borrower-related data</b>									
4.1	Is the type of collateral registered?	Yes	No	Yes	Yes <sup>1)</sup>	Yes <sup>2)</sup>	No	Yes <sup>3)</sup>	Yes	Yes
4.2	Is the value of collateral registered?	Yes	No	No	Yes <sup>4)</sup>	No	No	No <sup>5)</sup>	Yes	No
4.3	Is collateral deducted before the reporting of the loan/exposure specified in section 3 above?	No	No	No	No	No	No	No	No	No
4.4	Is there information on loan quality (repayment status, e.g. existence of arrears, or loan ratings)?	Yes	No	Yes <sup>6)</sup>	Yes	Yes <sup>6)</sup>	No	Yes <sup>7)</sup>	No	Yes <sup>8)</sup>
4.5	Is information about the borrower rating available?	Yes	No	No	Yes	No	Yes	No	No	Yes <sup>9)</sup>
4.6	Is information about provisions available?	Yes	No	No	Yes	No	No	No	No	No
4.7	Is Basel II-related risk data reported?	Yes <sup>10)</sup>	No	No	Yes <sup>11)</sup>	No	No	Yes <sup>12)</sup>	No	No <sup>13)</sup>
4.8	Are non-performing loans reported?	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes <sup>14)</sup>
4.9	Is the amount of non-performing loans shown?	Yes	No	Yes	No	Yes	No	Yes	Yes	Yes <sup>14)</sup>

1) Real estate mortgages.

2) The types of collateral are: government securities, cash deposits, real estate mortgages, qualified listed securities, public sector guarantees and guarantees provided by credit institutions.

3) Real estate mortgages, sureties, liens, multiple guarantees.

4) Total amount of evaluated collateral.

5) Only the guaranteed amount is registered.

6) Information on arrears.

7) Information on repayment status; no loan ratings.

8) According to the provisions of Banca Națională a României Regulation No 3/2009 on the classification of loans and placements, and the establishment, regularisation and use of specific credit risk provisions, as amended subsequently, information is reported on the repayment status; there is no information on loan ratings.

9) The risk status reported for the borrower according to Banca Națională a României Regulation No 3/2009 on the classification of loans and placements, and the establishment, regularisation and use of specific credit risk provisions, as amended subsequently.

10) Probability of default (PD), risk-weighted assets (RWA), expected loss (EL).

11) Probability of default (PD), risk-weighted assets (RWA).

12) Information can be used to calculate the probability of default (PD).

13) Information is used to calculate the probability of default (PD).

14) According to the provisions of Banca Națională a României Regulation No 3/2009 on the classification of loans and placements, and the establishment, regularisation and use of specific credit risk provisions, as amended subsequently, information is reported on the debt service amount of loans.

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
<b>5</b>	<b>Identification of borrower/counterpart</b>									
5.1	Complete company name	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5.2	Complete address	Yes	Yes	Yes	No <sup>1)</sup>	Yes	Yes	No	No <sup>2)</sup>	No <sup>3)</sup>
5.3	Country code (ISO)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5.4	Legal form	Yes	Yes <sup>4)</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5.5	NACE code (numeric digits)	Yes <sup>5)</sup>	Yes	Yes	Yes	Yes	Yes	Yes <sup>6)</sup>	Yes	Yes
5.6	Taxpayer number	No	No	No	No	Yes	No	Yes	Yes <sup>7)</sup>	Yes <sup>8)</sup>
5.7	Company number	Yes <sup>9)</sup>	Yes <sup>10)</sup>	Yes	Yes	No	Yes	Yes	Yes	Yes <sup>8)</sup>
5.8	Town of chamber of commerce	No	No	No	Yes	No	No	Yes	No	No
5.9	Swift code for banks	Yes	No	No	No	Yes	No	No	No	No
5.10	Resident branch of foreign company	Yes	Yes	No	No	Yes	Yes <sup>11)</sup>	Yes	Yes	No
5.11	Is other information logged on the borrower/counterpart (e.g. legal status and bankruptcy proceedings)?	Yes <sup>12)</sup>	Yes <sup>13)</sup>	Yes <sup>14)</sup>	Yes <sup>15)</sup>	Yes	Yes <sup>16)</sup>	Yes <sup>17)</sup>	Yes <sup>12)</sup>	Yes <sup>18)</sup>
5.12	Is information on the borrower's identity also received from sources other than the reporting institutions?	Yes	Yes	Yes	No	No	Yes <sup>19)</sup>	Yes	Yes	No

1) Only place of residence; for resident borrowers also post code.

2) Only the reference to the municipal area of residence is kept.

3) Only the numerical code of the district in which the debtor (resident legal entity) is registered with the Trade Register Office or the numerical code of the district in which the debtor (individual) resides.

4) On the basis of a table with codes and corresponding legal forms.

5) Available for foreign borrowers and registered Austrian companies.

6) From 2010 and for residents only.

7) It is mandatory for resident borrowers and is the same as the company number for companies and other legal entities.

8) The unique registration code for resident legal entities; the country code and the registration code in the country of origin for non-resident legal entities; the personal identification number for Romanian citizens; the passport number and the code of the issuing country for citizens of other countries.

9) Available when the borrower is registered.

10) Unique enterprise number assigned by the Crossroads Bank for Enterprises run by the Federal Ministry of Economy. Also used for tax purposes.

11) All borrowers are registered with the address of their headquarters.

12) Legal status and bankruptcy proceedings for resident borrowers.

13) For resident borrowers only: legal status, last balance sheet date and date of bankruptcy filing.

14) Resident/non-resident status, economic sector according to ESA 95, first name and surname of the borrower (sole traders only).

15) Only for residents.

16) Place of birth, sex, legal status and bankruptcy proceedings.

17) Other information: place of birth, legal status, bankruptcy proceedings.

18) Special situation of the borrower (normal, reorganisation or liquidation) according to Insolvency Law No 85/2006 with further modifications and additions which apply only to residents.

19) Other sources are the INSEE database and also the information given by companies themselves (in their legal reports) in addition to other legal sources (e.g. court judgements).

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
6	Reporting threshold (€)	350,000	25,000	none	1,500,000 <sup>1)</sup>	6,000 <sup>2)</sup>	25,000	30,000 <sup>3)</sup>	50 <sup>4)</sup>	5,000 <sup>5)</sup>
7	Reporting frequency	Monthly	Monthly	Monthly	Quarterly	Monthly	Monthly	Monthly	Monthly	Monthly
7a	Reporting date to establish reports	Last calendar day of month	Last calendar day of month	Last calendar day of month	Last workday of quarter	Last calendar day of month	Last workday of month	Last calendar day of month	Last calendar day of month	Last calendar day of month
7b	Reporting deadline to submit reports to the CCR	16th workday after reporting date	8th calendar day after reporting date	18th calendar day after reporting date	15th calendar day after reporting date	10th calendar day after reporting date	15th calendar day after reporting date	25th calendar day after reporting date	11th workday after reporting date	17th calendar day after reporting date <sup>6)</sup>

1) This threshold is calculated on the basis of:

- the total indebtedness of the borrower/single borrower unit;
- the sum of the credits to one borrower/single borrower unit provided by one credit institution including all its branches; and
- the total indebtedness of the borrower/single borrower unit amounting to €1.5 million or more at any time during the three calendar months preceding the reporting date.

2) This threshold is €6,000 for resident borrowers. For non-resident borrowers, it is €300,000 of exposure in any single country. The European Union, including Spain, is considered as a single country. If the non-resident borrower is in arrears in Spain, the threshold is €6,000.

3) The reporting threshold has been set from € 75,000 to € 30,000 in January 2009. For bad debts and write-offs, the reporting threshold is €250.

4) This threshold applies to each credit balance reported.

5) The threshold is RON 20,000.

6) For reporting credit risk information related to the previous month. If the 17th day is not a banking day, the reporting period ends on the next banking day.

No.		AT	BE	CZ	DE	ES	FR	IT	PT	RO
8	Frequency of feedback to reporting institutions	Monthly or quarterly, as wished	Monthly	Monthly	Quarterly	Monthly	Monthly	Monthly	Monthly	Monthly
8.1	Can reporting institutions request information on a borrower/ counterpart at any time (ad hoc request)?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8.2	Are fees charged for the regular feedback to reporting institutions?	No	Yes	Yes <sup>1)</sup>	No	No	No	No	Yes <sup>2)</sup>	Yes <sup>3)</sup>
8.3	Are fees charged for the ad hoc feedback?	No	Yes	No <sup>1)</sup>	No	No	Yes	Yes	Yes	Yes <sup>3)</sup>

1) Quarterly lump fee is applied.

2) A fee per reported borrower is charged to cover the costs of regular processing and feedback.

3) A monthly fee calculated according to the number of debtors recorded in the CCR's database in that month and to the number of queries made with the consent of potential debtors.

**ANNEX 2 – LEGAL OBSTACLES PROHIBITING THE EXCHANGE OF INFORMATION UNDER THE MoU**

Country	Description of legal obstacle

## ANNEX 3 – GENERAL ACCESS CONDITIONS FOR BORROWERS

### INTRODUCTION

In all the EU countries currently contemplating the exchange of credit information, there are rules and regulations allowing borrowers to access data stored in the CCRs in their names and to ask for them to be corrected if they prove to be incorrect.

Once the cross-border exchange of credit data has started, borrowers will be able to access all the exchanged information stored in the CCR in their names.

A table at the end of this annex provides an overview of the access conditions of the individual CCRs.

### ACCESS PRINCIPLES

Each CCR shall provide a borrower requesting access to data stored in his name with the relevant information stored in its own databases. This shall include data received on the borrower from the other CCRs in the regular exchange of data under the MoU and the information received from a foreign CCR as a reply to an ad hoc request on the borrower when this information has been stored.

Moreover, in order to enhance transparency and cooperation, the content and structure of information coming from the other CCRs is described to the borrower by the CCR to which he made the request. The CCR shall furthermore inform the borrower that he may request access to information stored in his name and coming from a foreign CCR. In this context, the borrowers should be encouraged to channel the request to a foreign CCR through the CCR in the country where

the borrower is a resident. Such a request would allow the borrower to gain access to all information registered in his name (including names of the individual reporting institutions). If necessary, the national CCR shall provide the borrower with the address of the foreign CCR.

The borrowers' access to the above-described exchanged information shall follow the same procedure and be regulated by the same principles as for borrowers' access to information reported to the national CCR.

### CORRECTIONS

Should the borrower contest the correctness of the information delivered in his name by a foreign CCR (and thus passed on to reporting institutions), the national CCR shall:

- (a) explain to the borrower that it cannot change the information;
- (b) remind the borrower that more detailed information (including the names of every individual reporting institution) can be obtained from the foreign CCR; and
- (c) inform the foreign CCR about this claim in a spirit of cooperation. In this way, the foreign CCR can verify the correctness of information stored in its databases and request that the reporting institutions check their reports on the borrower.

Under no circumstances will the national CCR modify information received from another CCR, not even if there is strong evidence of its erroneousness. The foreign CCR is in any case free to decide not to pass on potentially erroneous information.

Only the reporting institution can correct information stored in a CCR (the borrower cannot).

## Overview of borrowers' access to the individual CCRs

	AT	BE	CZ	DE
Can borrowers ask to know the information registered in their name in a CCR's databases?	Yes	Yes	Yes	Yes
Who is allowed to ask for this information?	Borrower, company's legal representative	Borrower, company's legal representative	Borrower, company's legal representative	Borrower, company's legal representative
To whom must requests for information be addressed?	Headquarters	Headquarters	Headquarters	Regional offices
What period can the request concern?	Up to 10 years	24 months max. (storage period)	Up to 10 years	No restrictions, last 17 quarters (online)
What kind of information do borrowers receive?	Details	Details	Details	Details
Do borrowers pay for it or do they receive it for free?	For free	For free	They pay for it	For free
Is there a maximum response time for CCRs?	No	45 days max. <sup>5)</sup>	30 days	No
To whom must a borrower address himself to contest the information registered in his name in a CCR's databases?	To reporting institutions or to CCR	To reporting institutions <sup>6)</sup>	To reporting institutions	To reporting institutions
Who can rectify data registered in a CCR's databases?	NCB with the written agreement of the reporting institution concerned <sup>7)</sup>	Reporting institutions NCB only in case of strong evidence	Only reporting institutions	Only reporting institutions
Are rectifications communicated to the borrower who asked for the data to be rectified?	Only if requested by the borrower	Yes	Only if requested by the borrower	Only if requested by the borrower

1) No right to information during legal proceedings: in this case, just the official receiver.

2) Branches can deal with requests if the borrower goes personally. Request in writing must be addressed to headquarters.

3) By written request, according to Law No 677/2001 on the Protection of Individuals with Regard to the Processing of Personal Data and the Free Movement of Such Data, as amended and supplemented subsequently.

4) Under exceptional circumstances data are provided as far back as 1989.

5) This is the maximum legal term in the Belgian Privacy Law. In practice, the CCR answers within two working days.

6) Physical persons can also address the Privacy Protection Commission. Contested information may no longer be distributed to third parties.

7) Reporting institutions cannot technically rectify data themselves.

ES	FR	IT	PT	RO
Yes	Yes	Yes	Yes	Yes
Borrower, company's legal representative	Borrower, company's legal representative <sup>1)</sup>	Borrower, company's legal representative	Borrower, company's legal representative	Borrower (individual or company's legal representative)
Headquarters or branches <sup>2)</sup>	Branches	Branches	Headquarters or branches	Headquarters <sup>3)</sup>
Legal entities: No restrictions Individuals: up to 10 years	No limits within the storage period (in fact since 1993)	The last 12 months <sup>4)</sup> or some different period back to Dec. 1995	By default, only to the last available period	Up to 7 years
Details	Details	Details	Details	Details
For free	For free	For free	For free	For free
10 days	No	No	No	15 days (written request to the CCR) <sup>3)</sup>
To reporting institutions or to CCR	To reporting institutions	To reporting institutions	To reporting institutions	To reporting institutions
Only reporting institutions	Reporting institutions. NCB only if the borrower's claim is duly justified	Only reporting institutions	Only reporting institutions	Only reporting institutions
Yes	Only if requested by the borrower	Only if requested by the borrower	Only if requested by the borrower	Only if requested by the borrower

#### ANNEX 4 – CONDITIONS APPLIED BY CCRS FOR THE ACCEPTANCE OF AD HOC REQUESTS

Point 5.2 of the MoU outlines the conditions for the acceptance of ad hoc requests. The nationally applicable access conditions for each CCR are outlined in the table below.

Conditions for the acceptance of ad hoc requests from reporting institutions	AT	BE	CZ	DE	ES	FR	IT	PT	RO
No conditions apply	X								X <sup>1)</sup>
The reporting institution has an existing credit relationship with the borrower		X	X	X	X	X	X	X	
The reporting institution has the intention to establish a credit relationship with the borrower and can, if necessary, provide documentary evidence of this to the CCR		X	X	X <sup>2)</sup>	X <sup>3)</sup>	X	X		
The reporting institution has either the explicit consent of the potential borrower or an application for granting credit, in auditable format								X	

1) Written consent is necessary if the reporting institution has not reported the borrower to the CCR for the latest reporting period.  
2) In this case, the reporting institution shall be able to provide the consent of the potential borrower to the CCR, if necessary.  
3) The reporting institution submitting the request has to inform in written form the borrower of the right it has to make the ad hoc request on the borrower.

© European Central Bank, 2010

Address: Kaiserstrasse 29, 60311 Frankfurt am Main, Germany

Postal address: Postfach 16 03 19, 60066 Frankfurt am Main, Germany

Telephone: +49 69 1344 0; Website: <http://www.ecb.europa.eu>; Fax: +49 69 1344 6000

*All rights reserved. Reproduction for educational and non-commercial purpose is permitted provided that the source is acknowledged.*